



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

December 5, 2017

REGULAR MEETING – 6:00 PM

City Council Study Sessions

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

City Council Meetings

Special Presentations – 5:30 P.M.

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

City Council Closed Session

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

City Hall Council Chamber – 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Guy Pegan, ADA Coordinator, at 951.413.3120 at least 72 hours before the meeting. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Victoria Baca, Mayor Pro Tem
David Marquez, Council Member

Dr. Yxstian A. Gutierrez, Mayor

Jeffrey J. Giba, Council Member
Ulises Cabrera, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
December 5, 2017

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Business Spotlight

2. Recognition of the Valley View High School Water Polo CIF Champions

3. CalEITC Awareness Week Proclamation

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

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

**REGULAR MEETING – 6:00 PM
DECEMBER 5, 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 James Belle, Grace Fellowship Ministries

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 - SEP 19, 2017 6:00 PM

Recommendation: Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - STUDY SESSION - OCT 10, 2017 6:00 PM

Recommendation: Approve as submitted.

- A.4. MINUTES - CITY COUNCIL - CLOSED SESSION - OCT 17, 2017 4:30 PM

Recommendation: Approve as submitted.

- A.5. MINUTES - CITY COUNCIL – SPECIAL STUDY SESSION MEETING - OCT 24, 2017 6:00 PM

Recommendation: Approve as submitted.

- A.6. MINUTES - CITY COUNCIL - CLOSED SESSION - NOV 7, 2017 4:30 PM

Recommendation: Approve as submitted.

- A.7. MINUTES - CITY COUNCIL - SPECIAL MEETING (CLOSED SESSION) - NOV 14, 2017 5:30 PM

Recommendation: Approve as submitted.

A.8. MINUTES - CITY COUNCIL - STUDY SESSION - NOV 14, 2017 6:00 PM

Recommendation: Approve as submitted.

A.9. LIST OF PERSONNEL CHANGES (Report of: Human Resources)

Recommendation:

1. Ratify the list of personnel changes as described.

A.10. APPROVAL OF ADDENDA TO THE MEMORANDA OF UNDERSTANDINGS BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION AND MORENO VALLEY MANAGEMENT ASSOCIATION (Report of: Human Resources)

Recommendations: That the City Council:

1. Approve the addenda to the Memoranda of Understandings (MOUs) between the City of Moreno Valley and the Moreno Valley City Employees Association (Attachment 1), and Moreno Valley Management Association (Attachment 2).
2. Extend the addenda of these Agreements to employees represented by the Moreno Valley Confidential Management Employees (Attachment 3) as well as those in unrepresented classifications.

A.11. PAYMENT REGISTER - SEPTEMBER 2017 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

A.12. RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2017 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Quarterly Investment Report for quarter ended September 30, 2017, in compliance with the City's Investment Policy.

A.13. FISCAL YEAR 2017/18 FIRST QUARTER BUDGET REVIEW (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Fiscal Year 2017/18 First Quarter Financial Summary Report.

A.14. APPROVE RESOLUTION NO. 2017-XX, AUTHORIZING THE CITY TO JOIN THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) AND PARTICIPATE IN THE OPEN PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM WITH THE CMFA (Report of: Financial & Management Services)

Recommendations:

1. Approve Resolution No. 2017-XX. A Resolution of the City Council of the City of Moreno Valley Approving, Authorizing, and Directing Execution of a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority; Consenting to the Inclusion of Properties Within the Territory of the City in the California Municipal Finance Authority Open PACE Programs; Authorizing the California Municipal Finance Authority to Accept Applications from Property Owners, Conduct Contractual Assessment Proceedings and Levy Contractual Assessments Within the Territory of the City; and Authorizing Related Actions.

A.15. APPROVE RESOLUTION 2017-XX AUTHORIZING THE CITY TO JOIN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY AS AN ASSOCIATE MEMBER AND PARTICIPATE IN THE PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM WITH THE CEDA (Report of: Financial & Management Services)

Recommendation:

1. Approve Resolution No. 2017-XX. A Resolution of the City Council of the City of Moreno Valley, California, Approving Associate Membership in the California Enterprise Development Authority (CEDA); Authorizing and Directing the Execution of an Associate Membership Agreement Relating to Associate Membership of the City in the Authority; Authorizing the City to Join the Dividend PACE Program; Authorizing the CEDA to Conduct Contractual Assessment Proceedings and Levy Contractual Assessments Within the Territory of the City of Moreno Valley; and Authorizing Related Actions.

A.16. RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2016-17 (Report of: Financial & Management Services)

Recommendations:

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

A.17. PURCHASE OF REPLACEMENT PLAY STRUCTURE EQUIPMENT FOR WESTBLUFF PARK (Report of: Parks & Community Services)

Recommendations: That the City Council and CSD:

1. Authorize the issuance of a Purchase Order in the amount of \$76,054.26 to Miracle Recreation Equipment Company, PO Box 204757, Dallas, TX 75320-4757, for materials to replace the play structure at Westbluff Park.

A.18. ADOPT A MITIGATED NEGATIVE DECLARATION AND TO AWARD CONSTRUCTION CONTRACT TO JEREMY HARRIS CONSTRUCTION, INC. FOR THE INTERIM COTTONWOOD BASIN PROJECT NO. 804 0013 (Report of: Public Works)

Recommendations:

1. Adopt a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) for the Interim Cottonwood Basin Project No. 804 0013 in that mitigation measures that will be implemented with the monitoring program, and ultimately incorporated into the project construction to reduce all potential environmental impacts to an acceptable level.
2. Award a construction contract to Jeremy Harris Construction, Inc., 19466 Lurin Avenue, Riverside, CA 92508, the lowest responsible bidder, for the Interim Cottonwood Basin.
3. Authorize the City Manager to execute a contract with Jeremy Harris Construction, Inc.
4. Authorize the issuance of a Purchase Order for Jeremy Harris Construction, Inc., in the amount of \$78,204 (\$74,480 bid amount plus 5% contingency) when the contract has been signed by all parties.

5. Authorize the Public Works Director to execute any subsequent related minor change orders to the contract with Jeremy Harris Construction, Inc. up to, but not exceeding, the contingency amount of \$3,724 subject to the approval of the City Attorney.

A.19. AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN BAUTISTA DE ANZA TRAIL ATP-2 SEGMENT PROJECT NO. 801 0073 (Report of: Public Works)

Recommendations:

1. Award Agreement for Professional Consultant Services to Psomas, 1500 Iowa Avenue, Suite 210, Riverside, CA 92507, to complete preliminary engineering, design, and right-of-way for the Juan Bautista de Anza Historic Corridor from El Portrero Park to Iris Avenue.
2. Authorize the City Manager to execute a contract with Psomas, subject to the approval by the City Attorney.
3. Authorize the issuance of a Purchase Order to Psomas, in the amount of \$254,773 when the contract has been signed by all parties.
4. Authorize the Public Works Director 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 by the City Attorney.

A.20. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR THE ALESSANDRO BLVD AT CHAGALL CT. AND GRAHAM ST. PROJECT NO. 801 0057 (Report of: Public Works)

Recommendations:

1. Award a construction contract to All American Asphalt, PO Box 2229, Corona, CA 92878, for the Alessandro Blvd. at Chagall Ct. and Graham St.
2. Authorize the City Manager to execute a contract with All American Asphalt.
3. Authorize the issuance of a Purchase Order for All American Asphalt in the amount of \$490,403.65 (\$445,821.50 bid amount plus 10% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director to execute any subsequent related change orders to the contract with All American Asphalt up to, but not exceeding, the total contingency of \$44,582.15 subject to the approval of the City Attorney.

A.21. AWARD TO CHASTANG FORD, COWBOY CHRYSLER/DODGE/JEEP/ RAM, FREEDOM DODGE/CHRYSLER/JEEP, SAM PACK'S FIVE STAR FORD, AND SILSBEE FORD, FOR THE PURCHASE OF FIFTY-ONE VEHICLES, AND AWARD TO SOUTHWEST TRAFFIC SYSTEMS, INCORPORATED, FOR THE PURCHASE OF VARIOUS VEHICLE LIGHTING PACKAGES (Report of: Public Works)

Recommendations:

1. Award to Chastang Ford, Houston, TX, for the purchase of eight (8) vehicles as follows: one (1) 2018 Ford F-750 Chassis with dump bed body; (4) 2018 Ford Transit full-size vans; and (3) 2018 Ford Transit Connect mini-vans.
2. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Chastang Ford in the amount of \$345,096.00.
3. Award to Cowboy Chrysler, Dodge, Jeep and Ram, Silsbee, TX, for the purchase of thirty-six (36) vehicles as follows: fourteen (14) 2018 Ram 1500 Standard Cab trucks; six (6) 2018 Ram 1500 Quad Cab trucks; four (4) 2018 Ram 1500 Crew Cab truck; two (2) 2018 Ram 3500 Standard Cab trucks; five (5) 2018 Ram 3500 Crew Cab trucks; four (4) 2018 Ram 3500 Standard Cab Chassis trucks with service bodies; and one (1) 2018 Ram 3500 Crew Cab Chassis truck with service body .
4. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Cowboy Chrysler, Dodge, Jeep and Ram in the amount of \$1,034,140.66.
5. Award to Freedom Dodge, Chrysler, and Jeep LLC (formally Love Field CDJR), for the purchase of four (4) vehicles as follows: three (3) 2018 Ram 5500 Standard Cab Chassis with service body; and one (1) 2018 Ram 5500 Crew Cab Chassis with service body.
6. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Freedom Chrysler, Dodge, Jeep and Ram, LLC in the amount of \$350,575.00.
7. Award to Sam Pack's Five Star Ford for the purchase of two (2) 2018 Ford Taurus.
8. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Sam Pack's Five Star Ford in the amount of \$58,815.00.

9. Award to Silsbee Ford, Silsbee, TX, for the purchase of one (1) 2018 Ford Fusion.
10. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Silsbee Ford in the amount of \$30,440.70.
11. Award to Southwest Traffic Systems, Inc., Phoenix, AZ, the purchase of forty-seven (47) vehicle lighting packages.
12. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Southwest Traffic Systems, Inc. in the amount of \$142,118.86.

A.22. AWARD TO HAAKER EQUIPMENT COMPANY FOR THE REPLACEMENT PURCHASE OF ONE VACTOR STORM DRAIN MAINTENANCE VACUUM TRUCK ON A 2018 FREIGHTLINER CHASSIS (Report of: Public Works)

Recommendations:

1. Award to Haaker Equipment Company , for the purchase of one 2018 Freightliner with a Vactor body, Model CNG 2112 Plus, and:
2. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Haaker Equipment Company in the amount of \$511,879.31.

A.23. APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT – PROJECT DEVELOPMENT SUPPORT (PSR-PDS) PROJECT NO. 801 0064 (Report of: Public Works)

Recommendation:

1. Approve and Adopt the Project Study Report – Project Development Support (PSR-PDS) for the SR-60 Redlands Boulevard Interchange, Project No. 804 0064.

A.24. PURSUANT TO A LANDOWNER PETITION, ANNEX THREE PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AS AMENDMENT NO. 26 (Report of: Public Works)

Recommendation:

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2017-____, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District.

- A.25. PA07-0084 (PM 35679) – PROLOGIS EUCALYPTUS INDUSTRIAL PARK - ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D17-009 FOR EUCALYPTUS AVENUE IMPROVEMENTS ASSOCIATED WITH THE PROLOGIS PARK PROJECT DEVELOPER: PROLOGIS (Report of: Public Works)

Recommendations:

1. Accept and approve the Development Impact Fee Improvement Credit Agreement #D17-009 (DIF Agreement) for PA07-0084 (PM 35679) improvements.
2. Authorize the City Manager to execute the DIF Agreement.

- A.26. PA07-0084 (PM 35679) – PROLOGIS EUCALYPTUS INDUSTRIAL PARK - APPROVE PARCEL MAP LOCATED SOUTH OF STATE ROUTE 60 AND EAST OF THE MORENO VALLEY AUTO MALL, AT FIR AVENUE (FUTURE EUCALYPTUS AVENUE) AND BETWEEN PETTIT STREET AND THE QUINCY CHANNEL. DEVELOPER: PROLOGIS (Report of: Public Works)

Recommendations:

1. Approve Parcel Map 35679 for PA07-0084.
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

- A.27. PA03-0065 (TR 31305) – APPROVAL OF MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF MORENO VALLEY AND SAVANNAH AT MORENO VALLEY HOMEOWNERS ASSOCIATION FOR THE TRACT LOCATED AT THE NORTHWEST CORNER OF NASON STREET AND EUCALYPTUS AVENUE. DEVELOPER – RSI COMMUNITIES, LLC (Report of: Public Works)

Recommendations:

1. Approve the Maintenance Agreement by and between The City of Moreno Valley and Savannah at Moreno Valley Homeowners Association.
2. Authorize the Mayor to execute the Maintenance Agreement with Savannah at Moreno Valley Homeowners Association.
3. Authorize the City Clerk to transmit the executed Maintenance Agreement to the Riverside County Recorder's Office for recordation.

A.28. PA03-0065 (TR 31305) – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF FIR AVENUE FROM NASON STREET TO 600 FEET WEST OF NASON STREET FOR THE RECONSTRUCTION OF FIR AVENUE FROM DECEMBER 15, 2017 – JANUARY 12, 2018. DEVELOPER: RSI COMMUNITIES LLC (Report of: Public Works)

Recommendation:

1. Authorize a full Road Closure of Fir Avenue from Nason Street to 600 feet west of Nason Street for the reconstruction of Fir Avenue from December 15, 2017 – January 12, 2018.
2. Authorize the Public Works Director and City Engineer to approve a one-time extension, if needed, of the road closure for a period not to exceed 14 calendar days.

A.29. TRACT 22709-1 - ADOPT RESOLUTION NO. 2017-XX ACCEPTING MAINTENANCE EASEMENTS DD AND EE OF TRACT MAP 22709-1 (Report of: Public Works)

Recommendations:

1. Adopt Resolution 2017-XX. A Resolution of the City Council of the City of Moreno Valley, California, Accepting Maintenance Easements for Lots DD and EE of Tract Map 22709-1.
2. Direct the City Clerk to certify the acceptance of said easements and cause said certification to be recorded in the Office of the Recorder of the County of Riverside together with said Resolution.

A.30. P15-066 (TRACT 36933) – APPROVE TRACT MAP 36933 LOCATED ON THE SOUTH SIDE OF EUCALYPTUS AVENUE AT FIR AVENUE. DEVELOPER: BEAZER HOMES HOLDINGS CORP. (Report of: Public Works)

Recommendations:

1. Approve Tract Map 36933 subject to the completion of a public improvement agreement as approved by the Public Works Director and City Engineer.
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

- A.31. REQUEST TO PURCHASE EXERCISE EQUIPMENT FOR PUBLIC SAFETY BUILDING EXERCISE ROOM USING ASSET FORFEITURE FUNDING (Report of: Police Department)

Recommendation:

1. Approve the purchase of new cardiovascular exercise equipment, replacing existing equipment located in the exercise room at the Moreno Valley Public Safety Building. Asset Forfeiture funding will be used to cover the costs of this purchase.

- A.32. SECOND READING AND ADOPTION OF ORDINANCE 927, AMENDING SECTION 12.20.020 OF CHAPTER 12.20 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE DECLARING PRIMA FACIE SPEED LIMITS ON CERTAIN STREETS (Report of: Public Works)

Recommendations: That the City Council:

1. Conduct second reading by title only and adopt Ordinance No. 927 - An Ordinance of the City Council of the City of Moreno Valley, California, amending Section 12.20.020 of Chapter 12.20 of the City of Moreno Valley Municipal Code Declaring Prima Facie Speed Limits on Certain Streets.

- A.33. MAYORAL APPOINTMENTS TO THE SENIOR CITIZENS' ADVISORY BOARD AND THE TRAFFIC SAFETY COMMISSION (Report of: City Clerk)

Recommendation:

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

Senior Citizens' Advisory Board

<u>Name</u>	<u>Position</u>	<u>Term</u>
Sandra Davenport	Member	12/06/2017 to 06/30/2020

Traffic Safety Commission

<u>Name</u>	<u>Position</u>	<u>Term</u>
Ernesto Guzman	Member	12/06/2017 to 06/30/2020
Hector Reza	Member	12/06/2017 to 06/30/2020

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 SEP 19, 2017 (See A.2)

Recommendation: Approve as submitted.

B.3. Minutes - Regular Meeting of Oct 10, 2017 (See A.3)

Recommendation: Approve as submitted.

B.4. Minutes - Closed Session of Oct 17, 2017 (See A.4)

Recommendation: Approve as submitted.

B.5. Minutes - Special Study Session Meeting of Oct 24, 2017 (See A.5)

Recommendation: Approve as submitted.

B.6. Minutes - Closed Session of Nov 7, 2017 (See A.6)

Recommendation: Approve as submitted.

B.7. Minutes – Special Closed Session Meeting - Nov 14, 2017 (See A.7)

Recommendation: Approve as submitted.

B.8. Minutes - Regular Meeting of Nov 14, 2017 (See A.8)

Recommendation: Approve as submitted.

B.9. PURSUANT TO A LANDOWNER PETITION, ANNEX FOUR PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 1 (PARK MAINTENANCE) — AS ANNEXATION NOS. 2017-43 AND 2017-44 (Report of: Public Works)

Recommendation:

1. That the Community Services District (CSD) of the City of Moreno Valley acting as the legislative body of Community Facilities District No. 1 (Park Maintenance) approve and adopt Resolution No. CSD 2017-____, a Resolution of the Board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory for Annexation Nos. 2017-43 and 2017-44 to its Community Facilities District No. 1 and approving the amended maps for said District.

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 SEP 19, 2017 (See A.2)

Recommendation: Approve as submitted.

- C.3. Minutes - Regular Meeting of Oct 10, 2017 (See A.3)

Recommendation: Approve as submitted.

- C.4. Minutes - Closed Session of Oct 17, 2017 (See A.4)

Recommendation: Approve as submitted.

- C.5. Minutes – Special Study Session Meeting of Oct 24, 2017 (See A.5)

Recommendation: Approve as submitted.

- C.6. Minutes - Closed Session of Nov 7, 2017 (See A.6)

Recommendation: Approve as submitted.

- C.7. Minutes – Special Closed Session Meeting - Nov 14, 2017 (See A.7)

Recommendation: Approve as submitted.

- C.8. Minutes - Regular Meeting of Nov 14, 2017 (See A.8)

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 SEP 19, 2017 (See A.2)

Recommendation: Approve as submitted.

D.3. Minutes - Regular Meeting of Oct 10, 2017 (See A.3)

Recommendation: Approve as submitted.

D.4. Minutes - Closed Session of Oct 17, 2017 (See A.4)

Recommendation: Approve as submitted.

D.5. Minutes - Closed Session of Nov 7, 2017 (See A.6)

Recommendation: Approve as submitted.

D.6. Minutes – Special Study Session Meeting of Oct 24, 2017 (See A.5)

Recommendation: Approve as submitted.

D.7. Minutes – Special Closed Session Meeting of Nov 14, 2017 (See A.7)

Recommendation: Approve as submitted.

D.8. Minutes - Regular Meeting of Nov 14, 2017 (See A.8)

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 ADOPTION OF RESOLUTION DETERMINING THAT THE REAL PROPERTY IS SURPLUS AND AUTHORIZING THE SALE OF THE PARCEL APN 471-290-017 FOR PRIVATE USE (Report of: Public Works)

Recommendations:

1. The City Council conduct the public hearing for adoption of resolution determining the real property as surplus and authorizing sale of parcel APN 471-290-017 per Resolution No. 2017- _____ for private use. Close the public hearing.
2. Adopt the attached Resolution No. 2017-____
3. Authorize staff to start the property selling process and find a buyer for the property.

E.2. PUBLIC HEARING FOR ONE 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 for the mail ballot proceeding to approve the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate to be applied to the property tax bill(s).
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.

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

G. GENERAL BUSINESS

G.1. MOMENTUM MOVAL: STATUS UPDATE ON STRATEGIC PLAN (Report of: City Manager)

Recommendation:

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

G.2. City Council Reorganization - Selection of Mayor Pro Tem (Report of: City Clerk)

Recommendation: That the City Council:

1. Conduct the reorganization of the City Council by selecting one Council Member to serve a one-year term as Mayor Pro Tem.

H. REPORTS

- H.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES
(Informational Oral Presentation - not for Council action)
March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

Southern California Association of Governments (SCAG)

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

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

CLOSING COMMENTS 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.

ADJOURNMENT

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.

CERTIFICATION

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

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Pat Jacquez-Nares, CMC & CERA
City Clerk

Date Posted: November 22, 2017

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
September 19, 2017

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Business Spotlight
2. Officer of the First Quarter - Officer Jay Willner
3. Fire Prevention Week Proclamation
4. Day of Fasting Proclamation

**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
September 19, 2017**

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:01 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Rafael Brugueras.

INVOCATION

Pastor David Carlson, Moreno Christian Assembly

ROLL CALL

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

INTRODUCTIONS

Staff:	Michelle Dawson	City Manager
	Martin Koczanowicz	City Attorney
	Pat Jacquez-Nares	City Clerk
	Marshall Eyerman	Chief Financial Officer
	Thomas M. DeSantis	Assistant City Manager
	Michael Lloyd	Interim City Engineer

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Joel Ontiveros
Abdul Ahmad
Mel Alonzo

Mike Lee
Allen Brock

Police Chief
Fire Chief
Parks & Community Services Division
Manager
Economic Development Director
Community Development Director

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

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

Jorge Quintero

1. Requested a moment of silence for all the victims affected by the natural disasters here and around the world.
2. Requested that the City and Schools have Earthquake preparedness training.
3. Stated his concerns with the enforcement of the weed abatement and the City should also abate its properties.

Rafael Brugueras

1. El Grito event at Moreno Valley College was a great event.
2. Commended Mayor Pro Tem Baca for fighting AB 890 in Sacramento.

Tom Jerele Sr.

1. Prayers to all affected by the natural disasters.
2. Commended the use of the explorers.
3. Acknowledged fire prevention week and Mr. Melendez on fasting.
4. Requested the City establish a committee to deal with homelessness.

Kevin Germany

1. Stated his qualifications, his background, and requested appointment to the Utilities Commission.

Kathleen Dale

1. Special Election Certification
2. AB890

Roy Bleckert

1. City Motto needs to be changed.
2. Stated his concerns with the governmental agencies.

Jessica Gerard Hedlund

1. Reported increased crime in the Hidden Springs area.

Louise Palomarez

1. Prayers to those affected by the natural disasters.
2. El Grito event was great.
3. AB890
4. Reported a typo on Council Member Giba's title in the Sunnymead Round Up.
5. Stated her concerns with President Trump.

Assistant City Manager DeSantis stated that the Council has added additional Public Safety positions in the City's two-year budget.

JOINT CONSENT CALENDARS (SECTIONS A-D)

Mayor Gutierrez opened the Consent Agenda items for public comments, which were received from Rafael Brugueras (Supports Item A.16 and B.12), David Zeitz (Opposes Item A.24), Kathleen Dale (Opposes Item A.14, A.16, A. 24) and Louise Palomarez (Supports Item A.16 and A. 24).

RESULT:	APPROVED [4 TO 0]
MOVER:	Victoria Baca, Mayor Pro Tem
SECONDER:	Ulises Cabrera, Council Member
AYES:	Ulises Cabrera, Dr. Yxstian A. Gutierrez, David Marquez, Victoria Baca
ABSTAIN:	Jeffrey J. Giba

Continue Consent Calendar Item A.16. to the October 2, 2017 City Council meeting and seconded by Council Member Marquez.

RESULT:	FAILED [2 TO 3]
MOVER:	Jeffrey Giba, Council Member
SECONDER:	David Marquez, Council Member
AYES:	Jeffrey J. Giba, David Marquez,
NOES:	Dr. Yxstian A. Gutierrez, Victoria Baca, Ulises Cabrera

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 - Closed Session - Mar 7, 2017 4:30 PM

Recommendation: Approve as submitted.

- A.3. City Council - Closed Session - Mar 21, 2017 4:30 PM

Recommendation: Approve as submitted.

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A.4. City Council - Special Meeting (Closed Session) - Apr 4, 2017 4:30 PM

Recommendation: Approve as submitted.

A.5. City Council - Closed Session - Apr 18, 2017 4:30 PM

Recommendation: Approve as submitted.

A.6. City Council - Special Meeting (Closed Session) - May 2, 2017 3:55 PM

Recommendation: Approve as submitted.

A.7. City Council - Closed Session - May 2, 2017 4:00 PM

Recommendation: Approve as submitted.

A.8. City Council - Closed Session - Jun 13, 2017 4:30 PM

Recommendation: Approve as submitted.

A.9. City Council - Closed Session - Jun 20, 2017 4:30 PM

Recommendation: Approve as submitted.

A.10. City Council - Regular Meeting - Aug 15, 2017 6:00 PM

Recommendation: Approve as submitted.

A.11. City Council - Closed Session - Aug 22, 2017 4:30 PM

Recommendation: Approve as submitted.

A.12. City Council - Closed Session - Sep 5, 2017 4:30 PM

Recommendation: Approve as submitted.

A.13. MAYORAL APPOINTMENTS FOR THE LIBRARY, UTILITIES, PARKS & RECREATION COMMISSIONS AND THE EMERGING LEADERS COUNCIL (Report of: City Clerk)

Recommendation:

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

Library Commission

<u>Name</u>	<u>Position</u>	<u>Term</u>
Ginger Baker	Member	09/20/2017 to 06/30/2020
Dora Capolino	Member	09/20/2017 to 06/30/2020

Utilities Commission

<u>Name</u>	<u>Position</u>	<u>Term</u>
Kevin Germany	Member	09/20/2017 to 06/30/2020

This appointment was withdrawn.

Parks & Recreation Commission

<u>Name</u>	<u>Position</u>	<u>Term</u>
Yahir Oseguera	Teen Member	09/20/2017 to 01/27/2019

Emerging Leaders Council

<u>Name</u>	<u>Position</u>	<u>Term</u>
Hector Marin	Member	09/20/2017 to 05/31/2019

All are subject to completion of background.

- A.14. 2017 CITY COUNCIL INTERAGENCY AND SUB COMMITTEE PARTICIPATION APPOINTMENTS (Report of: City Clerk)

Recommendation: That the City Council:

- 1. Ratify the appointment of Mayor Pro Tem Baca as an alternate to the Western Riverside Council of Governments (WRCOG) and as an alternate to the Finance Sub-Committee as noted on the 2017 Council Committee Participation List – Terms End December 31, 2017.

- A.15. LIST OF PERSONNEL CHANGES (Report of: Human Resources)

Recommendation:

- 1. Ratify the list of personnel changes as described.

- A.16. AWARD OF CONTRACT FOR TENANT IMPROVEMENTS AT THE MORENO VALLEY MALL FOR A BRANCH LIBRARY (Report of: City Manager)

Recommendations:

- 1. Award the Public Works Construction Agreement to the lowest responsible bidder for tenant improvements at the leased space in the Moreno Valley Mall for a branch library.

Since bids are due September 18, 2017, a supplement to this staff report will be provided at the Council Meeting recommending the lowest responsible bidder and specifying the contract amount.

- 2. Authorize the City Manager to execute the Public Works Construction Agreement in the amount of the low bid to provide construction services, subject to the approval of the City Attorney.
- 3. Authorize the issuance of a Purchase Order to the lowest responsible

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bidder in the amount of the low bid plus a 10% contingency to provide construction services.

4. Authorize the City Manager to execute any subsequent related change orders for tenant improvement construction up to the 10%, subject to the approval of the City Attorney and provided sufficient funding appropriations have been granted by the City Council.

A.17. SECOND READING AND ADOPTION OF ORDINANCE TO UPDATE PARTICIPATION IN THE WESTERN RIVERSIDE COUNTY TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM (Report of: Public Works)

Recommendation:

1. Conduct second reading by title only and adopt Ordinance No. 925, amending and updating the City's TUMF Ordinance.

A.18. APPROVE 2018 ANNUAL SYSTEM RESOURCE ADEQUACY PLAN FOR MORENO VALLEY UTILITY (Report of: Financial & Management Services)

Recommendation:

1. Approve the Annual System Resource Adequacy Plan for 2018.

A.19. APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DECLINING TO ESTABLISH AN ENERGY STORAGE TARGET FOR MORENO VALLEY UTILITY (MVU) (Report of: Financial & Management Services)

Recommendation:

1. Approve Resolution No. 2017-51, a Resolution of the City Council of the City of Moreno Valley, California, declining to establish an Energy Storage target for Moreno Valley Utility (MVU).

A.20. APPROVE PROFESSIONAL SERVICES AGREEMENT WITH SYNERGY COMPANIES FOR ENERGY AUDIT AND DIRECT INSTALLATION OF ENERGY EFFICIENCY MEASURES (Report of: Financial & Management Services)

Recommendations:

1. Approve the Professional Services Agreement with Synergy Companies for Energy Audit and Direct Installation of Energy Efficiency Measures.
2. Authorize the City Manager to execute the Agreement.

- A.21. RESOLUTION OF THE CITY OF MORENO VALLEY SERVING AS THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY APPROVING THE AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE PERIOD OF JANUARY 1, 2018 THROUGH JUNE 30, 2018 (ROPS 17-18B) (Report of: Financial & Management Services)

Recommendations: That the City Council as Successor Agency:

1. Adopt Resolution No. SA 2017-05. A Resolution of the City Council of the City of Moreno Valley, California, Serving as Successor Agency to the Community Redevelopment Agency of the City of Moreno Valley Approving the Amended Recognized Obligation Payment Schedule and Administrative Budget for the Period of January 1, 2018 through June 30, 2018 (ROPS 17-18B), and Authorizing the City Manager acting for the Successor Agency or her Designee to Make Modifications Thereto.
2. Authorize the City Manager acting for the Successor Agency or her Designee to make modifications to the Schedule.
3. Authorize the transmittal of the ROPS 17-18B, for the period of January 1, 2018 through June 30, 2018, including Administrative Budget for the said period, ("Exhibit A") to the Oversight Board for review and approval.

- A.22. ACCEPTANCE OF THE FISCAL YEAR 2017 BUREAU OF JUSTICE ASSISTANCE (BJA) EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) GRANT AWARD (Report of: Community Development)

Recommendations:

1. Accept the Fiscal Year 2017 Bureau of Justice Assistance (BJA) Edward Byrne Memorial Justice Assistance Grant (JAG) grant award of \$42,900 from the Riverside County Sheriff's Department.
 2. Adjust revenue and expenditure budget appropriations for Fiscal Year 2017/2018.
 3. Authorize the City Manager, or her designee, to execute for and on behalf of the City of Moreno Valley, applications and other related documents required by the Bureau of Justice Assistance (BJA) for participation in the Edward Byrne Memorial Justice Assistance Grant (JAG) Program.
- A.23. Contract Approval and Award a Purchase Order to Bio-Tox Laboratories for \$100,000 in FY17/18 (Report of: Police Department)

Recommendations:

1. Approve a contract with Bio-Tox Laboratories in the amount of \$100,000 for toxicology testing services.
 2. Authorize the City Manager to execute the contract.
 3. Authorize the Moreno Valley Police Department to execute a Purchase Order to Bio-Tox Laboratories for \$100,000.
- A.24. ADOPT ORDINANCE 924. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION NO. PEN16-0042: AN AMENDMENT TO THE OFFICIAL ZONING ATLAS, CHANGING THE ZONING CLASSIFICATION FROM RESIDENTIAL 1 (R1) TO RESIDENTIAL 2 (R2) FOR APPROXIMATELY 10 ACRES GENERALLY LOCATED ON THE SOUTH SIDE OF MOUNTAIN RANCH ROAD AT NORTHSORE DRIVE, NORTHERLY OF IRONWOOD AVENUE (ASSESSOR'S PARCEL NUMBER: 474-250-003). (RECEIVED INTRODUCTION AND FIRST READING ON SEPTEMBER 5, 2017 BY A 5-0 VOTE) (Report of: City Clerk)

Recommendation: That the City Council:

1. Adopt Ordinance No. 924. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ZONE CHANGE APPLICATION NO. PEN16-0042: AN AMENDMENT TO THE OFFICIAL ZONING ATLAS, CHANGING THE ZONING CLASSIFICATION FROM RESIDENTIAL 1 (R1) TO RESIDENTIAL 2 (R2) FOR APPROXIMATELY 10 ACRES GENERALLY LOCATED ON THE SOUTH SIDE OF MOUNTAIN RANCH ROAD AT NORTHSORE DRIVE, NORTHERLY OF IRONWOOD AVENUE (ASSESSOR'S PARCEL NUMBER: 474-250-003).

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 - CLOSED SESSION MEETING OF MARCH 7, 2017 (See A.2)

Recommendation: Approve as submitted.

- B.3. MINUTES - CLOSED SESSION MEETING OF MARCH 21, 2017 (See A.3)

Recommendation: Approve as submitted.

B.4. MINUTES - CLOSED SESSION MEETING OF APRIL 4, 2017 (See A.4)

Recommendation: Approve as submitted.

B.5. MINUTES - CLOSED SESSION MEETING OF APRIL 18, 2017 (See A.5)

Recommendation: Approve as submitted.

B.6. MINUTES - SPECIAL CLOSED SESSION MEETING OF MAY 2, 2017 (See A.6)

Recommendation: Approve as submitted.

B.7. MINUTES - CLOSED SESSION MEETING OF MAY 2, 2017 (See A.7)

Recommendation: Approve as submitted.

B.8. MINUTES - CLOSED SESSION MEETING OF JUNE 13, 2017 (See A.8)

Recommendation: Approve as submitted.

B.9. MINUTES - CLOSED SESSION MEETING OF JUNE 20, 2017 (See A.9)

Recommendation: Approve as submitted.

B.10. MINUTES - REGULAR MEETING OF AUGUST 15, 2017 (See A.10)

Recommendation: Approve as submitted.

B.11. MINUTES - CLOSED SESSION MEETING OF AUGUST 22, 2017 (See A.11)

Recommendation: Approve as submitted.

B.12. APPROVE FIFTH AMENDMENT TO THINK TOGETHER, INC. CONTRACT FOR OPERATION OF THE CITY'S AFTER SCHOOL EDUCATION AND SAFETY (ASES) EXPANDED LEARNING PROGRAM (Report of: Parks & Community Services)

Recommendation:

1. Authorize the City Manager to execute a contract amendment with THINK Together, Inc. to utilize additional per-student funding authorized in the California Budget Act of 2017 for the ASES expanded learning program.
2. Authorize a budget adjustment of \$467,350 to appropriate the additional 69 cents of State funding per student, per day for the ASES expanded learning program.

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 - CLOSED SESSION MEETING OF MARCH 7, 2017 (See A.2)

Recommendation: Approve as submitted.

- C.3. MINUTES - CLOSED SESSION MEETING OF MARCH 21, 2017 (See A.3)

Recommendation: Approve as submitted.

- C.4. MINUTES - CLOSED SESSION MEETING OF APRIL 4, 2017 (See A.4)

Recommendation: Approve as submitted.

- C.5. MINUTES - CLOSED SESSION MEETING OF APRIL 18, 2017 (See A.5)

Recommendation: Approve as submitted.

- C.6. MINUTES - SPECIAL CLOSED SESSION MEETING OF MAY 2, 2017 (See A.6)

Recommendation: Approve as submitted.

- C.7. MINUTES - CLOSED SESSION MEETING OF MAY 2, 2017 (See A.7)

Recommendation: Approve as submitted.

- C.8. MINUTES - CLOSED SESSION MEETING OF JUNE 13, 2017 (See A.8)

Recommendation: Approve as submitted.

- C.9. MINUTES - CLOSED SESSION MEETING OF JUNE 20, 2017 (See A.9)

Recommendation: Approve as submitted.

C.10. MINUTES - REGULAR MEETING OF AUGUST 15, 2017 (See A.10)

Recommendation: Approve as submitted.

C.11. MINUTES - CLOSED SESSION MEETING OF AUGUST 22, 2017 (See A.11)

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 - CLOSED SESSION MEETING OF MARCH 7, 2017 (See A.2)

Recommendation: Approve as submitted.

D.3. MINUTES - CLOSED SESSION MEETING OF MARCH 21, 2017 (See A.3)

Recommendation: Approve as submitted.

D.4. MINUTES - CLOSED SESSION MEETING OF APRIL 4, 2017 (See A.4)

Recommendation: Approve as submitted.

D.5. MINUTES - CLOSED SESSION MEETING OF APRIL 18, 2017 (See A.5)

Recommendation: Approve as submitted.

D.6. MINUTES - SPECIAL CLOSED SESSION MEETING OF MAY 2, 2017 (See A.6)

Recommendation: Approve as submitted.

D.7. MINUTES - CLOSED SESSION MEETING OF MAY 2, 2017 (See A.7)

Recommendation: Approve as submitted.

D.8. MINUTES - CLOSED SESSION MEETING OF JUNE 13, 2017 (See A.8)

Recommendation: Approve as submitted.

D.9. MINUTES - CLOSED SESSION MEETING OF JUNE 20, 2017 (See A.9)

Recommendation: Approve as submitted.

D.10. MINUTES - REGULAR MEETING OF AUGUST 15, 2017 (See A.10)

Recommendation: Approve as submitted.

D.11. MINUTES - CLOSED SESSION MEETING OF AUGUST 22, 2017 (See A.11)

Recommendation: Approve as submitted.

E. PUBLIC HEARINGS

E.1. PUBLIC HEARING TO CLOSE THE COMMENT PERIOD AND TO ADOPT THE ASSESSMENT OF FAIR HOUSING (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Conduct a Public Hearing, in accordance with the U.S. Department of Housing and Urban Development (HUD) requirements, to allow the public an opportunity to comment on the proposed Assessment of Fair Housing report.
2. Review and approve the draft Assessment of Fair Housing and authorize the Chief Financial Officer, or designee, to submit the documents to HUD.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Victoria Baca, Mayor Pro Tem
SECONDER:	David Marquez, Council Member
AYES:	Cabrera, Gutierrez, Giba, Marquez, Baca

Mayor Gutierrez opened the Public Hearing at 7:04 p.m.

Rafael Brugueras supports item.

Louise Palomarez supports item.

There being no further speakers in favor or in opposition, Mayor Gutierrez closed the Public Hearing at 7:10 p.m.

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

G. GENERAL BUSINESS

- G.1. CONSIDERATION OF EXTENDED DELIBERATION REGARDING THE PROPOSED MORENO VALLEY LOGISTICS CENTER PROJECT FROM THE CURRENT DATE OF OCTOBER 2, 2017 (Report of: Community Development)

Recommendation:

1. That the Council consider a Continuance of the deliberation period regarding the proposed Moreno Valley Logistics Center project and provide direction to staff.

RESULT:	APPROVED [3 TO 2]
MOVER:	Victoria Baca, Mayor Pro Tem
SECONDER:	Ulises Cabrera, Council Member
AYES:	Ulises Cabrera, Dr. Yxstian A. Gutierrez, Victoria Baca
NAYS:	Jeffrey J. Giba, David Marquez

Scott Mulkay

1. Prologis has established meetings with Council.
2. All questions have been answered.
3. Opposes this item and requested a timeline of 30 days.

Kathleen Dale

1. Requested that everyone be included in the Prologis meetings.

Rafael Bruqueras

1. Supports this project and the developer.

H. REPORTS

H.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

March Joint Powers Commission (JPC) - None

Riverside County Habitat Conservation Agency (RCHCA) - None

Riverside County Transportation Commission (RCTC) - Mayor Pro Tem Baca

Mayor Pro Tem Baca reported as follows:

RCTC allocated \$726,000 of Local Transportation Funds (LTF) to Western Riverside Council of Governments (WRCOG) for regional transportation planning as identified in their Fiscal Year 2017/18 Work Plan. WRCOG efforts that directly benefit Moreno Valley include the Region-Wide Active Transportation Plan, the Region-Wide Commuting Study, the Transportation Uniform Mitigation Fee Program, the Clean Cities Coalition, and development of the Regional Streetlights Program.

This concludes my report.

Riverside Transit Agency (RTA) - None

Western Riverside Council of Governments (WRCOG) - Mayor Gutierrez

Mayor Gutierrez reported as follows:

Items covered at the WRCOG Executive Committee meeting on September 11, 2017 include:

- The Executive Committee approved guidelines for the member jurisdiction Grant Writing Assistance Program.
- Round II Beyond Program funding allocates \$167,049 for the Moreno Valley' Community Enhancement Program, consisting of future citywide transportation projects and a General Plan Healthy Community Element/Health Assessment.
- The Planners for Health Conference was held on August 31, 2017 in Riverside. Two City representatives attended the event.

This concludes the report.

Western Riverside County Regional Conservation Authority (RCA) - Council Member Giba

Council Member Giba reported as follows:

Items covered at the RCA Board of Directors meeting on September 11, 2017:

- The May, June and July MSHCP fee reports for Moreno Valley include \$179,280 collected for 90 residential units and \$302,185 collected for 44.6 acres of commercial/industrial development.
- The Board of Directors approved a resolution adopting a statement of investment policy. Riverside County's investment schedule was incorporated into the RCA policy to provide consistency between the two agencies.

School District/City Joint Task Force - None

Southern California Association of Governments (SCAG) - Council Member Giba

Council Member Giba reported on the five sub-committees in SCAG and the legislative communications.

H.2. CITY MANAGER'S REPORT - None

H.3. CITY ATTORNEY'S REPORT - 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 Giba

1. Asked that the night's meeting be adjourned in memory of Prisoners of War (POW) and those Missing in Action (MIA).
2. Pointed out that a typo in his Sunnymead Round Up listing him as the Mayor Pro Tem was due to staff error.

Council Member Marquez

1. Reported that at a prior meeting with the County Sheriff he requested that the City Council be involved in the interview process for the next Chief of Police. Inquired as to the viability of a reserve program.

Council Member Cabrera

1. Described some of the seminars and activities he attended at the League of California Cities Annual Conference. Attendees were surprised with the City of Moreno Valley's population.
2. Announced that along with over 100 Council Members and Mayors he indicated his opposition to AB649 to Governor Brown.
3. Mentioned the success of the El Grito event.
4. Asked that everyone keep those affected by the natural disasters in their thoughts.

MPT Baca

1. Reported that she had been traveling to Sacramento to oppose AB890.
2. Attended the League of California Cities Annual Conference.
3. Praised the collaboration of all those involved with the beautiful El Grito event that took place at Moreno Valley College.
4. Mentioned upcoming events in the City including the Filmfest and Artoberfest.

Mayor Gutierrez

1. Expressed a desire to hold more cultural events in the City to improve the quality of life.
2. Enjoyed the well-attended El Grito event.
3. Reminded everyone of the 1st ever Film Festival taking place from October 27th - 29th.
4. Pointed out that the upcoming Dia de Los Muertos celebration would take place on November 3rd at the Cottonwood Golf Center.
5. Praised Pastor Troy with Generations Church for organizing relief efforts for those affected by the recent natural disasters. Also asked that everyone keep all the victims in their prayers.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 7:46 p.m. in the Memory of the POW's and MIA's.

Submitted by:

Pat Jacquez-Nares, CMC & CERA
City Clerk
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of
the City of Moreno Valley
Secretary, Moreno Valley Housing Authority
Secretary, Board of Library Trustees

Approved by:

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

**MINUTES
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**

**STUDY SESSION – 6:00 PM
October 10, 2017**

CALL TO ORDER

The Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:04 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

Mayor Gutierrez announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Marquez.

ROLL CALL

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

INTRODUCTIONS

Staff:	Pat Jacquez-Nares	City Clerk
	Regina Flores	Deputy City Clerk
	Marshall Eyeran	Chief Financial Officer/City Treasurer
	Martin Koczanowicz	City Attorney
	Thomas M. DeSantis	Assistant City Manager
	Mike Lee	Economic Development Director
	Joel Ontiveros	Police Chief
	Abdul Ahmad	Fire Chief
	Allen Brock	Community Development Director

PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

Mayor Gutierrez opened the public comments portion of the meeting for items listed on

Minutes Acceptance: Minutes of Oct 10, 2017 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

the agenda only. Comments were received from John Rodriguez/Edwin Mavagharian (supports Item No. A.2), Tom Jerele Sr. (supports Item No. A.2), Krystal Williams (supports Item No. A.2), Michael Rennick (supports Item No. A.2), Lauren Dominguez (support Item No. A.2), Jason Navarette (supports Item No. A.2), Roy Bleckert (supports Item No. A.2), Leroy Holt (supports Item No. A.2), Tyrone Rodgers (supports Item No. A.2), Christopher Henry (supports Item No. A.2), and Gem Montes (supports Item No. A.2)

A. BUSINESS

A.1. WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) UPDATE (Report of: City Clerk)

Rick Bishop, Executive Director, Western Riverside Council of Governments (WRCOG) provided a brief summary of the PowerPoint Presentation.

Recommendation:

1. Receive an update regarding programs and activities managed by the Western Riverside Council of Governments.

A.2. DISCUSSION REGARDING REGULATION OF COMMERCIAL CANNABIS ACTIVITIES IN THE CITY (Report of: City Attorney)

City Attorney Koczanowicz presented a staff report on regulating commercial Cannabis activities.

Recommendation:

Staff recommends that the City Council receive the information from staff, consider any public input, discuss and provide direction to staff as to the type of regulations Council wishes to consider for commercial cannabis activity in the City.

Edwin Movagharian/John Rodriguez

Mayor Pro Tem Baca asked about the requirements and time frame for Cannabis legalization.

Mayor Gutierrez inquired as to the duration for Cannabis legalization.

Council Member Marquez inquired if Mr. Movagharian or Mr. Rodriguez had met with any of the council members prior to attending the meeting.

Council Member Giba requested clarification from Mr. Rodriguez regarding a previous comment. Council Member Giba then asked to hear the Police Department's and the Fire Department's reports.

Mayor Gutierrez acknowledged that Council Member Giba was out of order and that Staff would complete their presentation after the speakers.

Council Member Cabrera sought clarification from Mr. Movagharian regarding State licensure.

Michel Rennick

Council Member Giba raised a point of order that staff should be allowed to present their report.

Mayor Gutierrez acknowledged that he was out of order and that staff would have the opportunity to continue after the speakers.

Mr. Rennick discussed Butane Honey Oil extraction.

Council Member Giba requested a point of order asking when staff would be permitted to complete their presentation.

Mayor Gutierrez acknowledged that he was out of order and that the presentation would continue after the speakers' testimony.

Mayor Gutierrez recessed the meeting at 7:13 p.m.

Mayor Gutierrez reconvened the meeting at 7:20 p.m.

Richard Polanco

Mr. Polanco commented that legalization is viable alternate revenue stream.

Eddie Guillen

Mayor Gutierrez asked about the issuance of licenses and the consequence of inaction.

Andrea

Andrea attributes increases revenue at the City of Los Angeles to the medical marijuana industry.

Council Member Giba questioned City Attorney Koczanowicz on extending the current ban.

Capt. Evan Peterson

Captain Evan Peterson, Special Investigations Bureau, Riverside County Sheriff's Department discussed the concerns law enforcement has with Cannabis legalization.

Council Member Cabrera inquired as to the number of illegal dispensaries in the City, operating fees, ballot measures, and closure tactics.

Council Member Giba asked Staff to present their Power Point presentation.

Mayor Gutierrez recessed the meeting at 7:45 p.m.

Mayor Gutierrez reconvened the meeting at 7:50 p.m.

Captain Peterson provided a brief summary of the Power Point presentation.

A.3. CITY COUNCIL REQUESTS AND COMMUNICATIONS

Council Member Marquez questioned Captain Peterson regarding the explosive nature of Butane Honey Oil.

Council Member Giba thanked Captain Peterson for his presentation.

Mayor Pro Tem Baca thanked Captain Peterson for the information he provided.

Council Member Cabrera was appreciative of Captain Peterson's presentation.

Mayor Gutierrez expressed his gratitude to Captain Peterson as well as the public for their comments. He stated that any increased costs associated with regulation could be offset with the recovery of fees.

Mayor Gutierrez, with majority consensus, directed Staff to bring an ordinance to the meeting on October 24th to allow multiple uses subject to a conditional use permit and licensing regulation.

(ITEMS MAY BE DEFERRED BY COUNCIL IF TIME DOES NOT PERMIT FULL REVIEW.)

ADJOURNMENT

There being no further business to come before the City Council, the Study Session was adjourned at 8:16 p.m. in the memory of the California wildfire victims.

**MINUTES
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**

**CLOSED SESSION – 4:30 PM
October 17, 2017**

CALL TO ORDER

The Closed Session 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, and Housing Authority was called to order at 4:30 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

Mayor Gutierrez announced that the City Council receives a separate stipend for CSD meetings.

ROLL CALL

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

PUBLIC COMMENTS ON AGENDA ITEMS ONLY

Mayor Gutierrez opened the public comments portion of the meeting for items listed on the agenda only. There being no members of the public to come forward to speak, he closed the public comments.

CLOSED SESSION

City Attorney Koczanowicz announced that the City Council would recess to Closed Session to discuss the items as listed on the agenda and that staff did not anticipate any reportable action.

The Closed Session will be held pursuant to Government Code:

- 1 SECTION 54957.6 - LABOR NEGOTIATIONS

Minutes Acceptance: Minutes of Oct 17, 2017 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

- a) Agency Representative:
Thomas M. DeSantis, Assistant City Manager
Employee Organization:
Moreno Valley City Employees Association (MVCEA)

- b) Agency Representative:
Thomas M. DeSantis, Assistant City Manager
Employee Organization:
Moreno Valley Management Association (MVMA)

Mayor Gutierrez recessed the Council to the City Manager's Conference Room, Second Floor, City Hall for their Closed Session at 4:31 p.m.

Mayor Gutierrez reconvened the City Council in the Council Chambers from their Closed Session at 5:32 p.m.

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

City Attorney Koczanowicz announced there was no reportable action taken in Closed Session.

ADJOURNMENT

There being no further business to come before the City Council, the Closed Session was adjourned at 5:33 p.m.

Submitted by:

Pat Jacquez-Nares, CMC & CERA, City Clerk
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
Secretary, Moreno Valley Housing Authority

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

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

**SPECIAL MEETING – 6:00 PM
October 24, 2017**

CALL TO ORDER

The Special Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority and the Board of Library Trustees was called to order at 6:05 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

Mayor Gutierrez announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Wright.

INVOCATION

Paul Lovato

ROLL CALL

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

INTRODUCTIONS

Staff:	Pat Jacquez-Nares	City Clerk
	Brooke McKinney	Treasury Operations Division Manager
	Martin Koczanowicz	City Attorney
	Michelle Dawson	City Manager
	Thomas M. DeSantis	Assistant City Manager
	Allen Brock	Community Development Director
	Joel Ontiveros	Police Chief
	Abdul Ahmad	Fire Chief

Minutes Acceptance: Minutes of Oct 24, 2017 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

Mayor Gutierrez opened the public comments portion of the meeting for items listed on the agenda only. Comments were received from Steven A. Figueroa (supports Item No. A.1), Paul Lovato (opposes Item No. A.1), Jerry Hernandez (opposes Item No. A.1), Sebastian Vilchis (opposes Item No. A.1), Bob Palomarez (supports Item No. A.1), Azley Rivera (supports Item No. A.1), Frank Wright (opposes Item No. A.1), Tom Jerele (opposes Item No. A.1), Brenda Jones (supports Item No. A.1), Robert Harris (supports Item No. A.1), Rafael Brugueras (supports Item No. A.2), Louise Palomarez (supports Item No. A.2), Roy Bleckert (supports Item No. A.1), Tyrone Rodgers (supports Item No. A.1), Dr. Patsy D. Brown (opposes Item No. A.1), Laura Santos (supports Item No. A.1), Abel Chapa (supports Item No. A.1), Professor Eddie Funxta (supports Item No. A.1)

A. BUSINESS

A.1. ORDINANCE ADDING CHAPTER 5.05 COMMERCIAL CANNABIS ACTIVITY PERMITTING PROCESS (Report of: City Attorney)

City Attorney Koczanowicz presented a staff report outlining the previously requested Ordinance to regulate commercial cannabis activity.

Recommendations: That the City Council:

1. Introduce and conduct the first reading by title only, of an Ordinance, which when adopted would amend Moreno Valley Municipal Code Title 5 to add Chapter 5.05 Commercial Cannabis Activity, and
 - 1a. Schedule the second reading and adoption for the next regularly scheduled meeting, or
2. Provide revisions to the draft Ordinance and direct staff to return with an amended draft for introduction and first reading at a future Council meeting, and
3. Direct staff to prepare a proposed ballot measure that would levy a cannabis commercial activity tax in Moreno Valley for the Council's consideration. If approved by the Council, such a measure could be placed on the November 2018 ballot.

Motion to Approve Recommendations 1, 1a and 3.

RESULT:	APPROVED [3 TO 2]
MOVER:	Victoria Baca, Mayor Pro Tem
SECONDER:	Ulises Cabrera, Council Member
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, Ulises Cabrera
NAYS:	David Marquez, Jeffrey J. Giba

A.2. RESOLUTION EXTENDING ORDINANCE 916 BANNING ALL COMMERCIAL CANNABIS ACTIVITY IN THE CITY (Report of: City Attorney)

City Attorney Koczanowicz presented a staff report regarding the extension of the existing ban on commercial and medical cannabis activity. He stated that extension of the ban requires a super majority to approve.

Recommendation: That the City Council:

1. Staff recommends that the City Council adopt a Resolution, extending the existing ban on commercial cannabis activity, till permanent regulations can be adopted.

Mayor Gutierrez posed questions regarding the proposed tax rate, an estimated cost of a cannabis ballot measure, the Planning Commission's role, the proposed Ordinance, and the consultant.

Mayor Pro Tem Baca asked about the restrictions included within the Ordinance, cannabis purity testing, and the Planning department's timeline to prepare a zoning ordinance.

Allen Brock, Community Development Director, presented a PowerPoint outlining the Planning departments' timeline.

Mayor Pro Tem Baca questioned the effect of the proposed Ordinance on illegal dispensaries.

Council Member Cabrera wanted clarification on reimbursement options for costs incurred and measures to shut down illegal dispensaries.

Council Member Giba inquired as to the accuracy of a previous statement by a previous speaker, crime increases, attainability of cannabis to minors, Fire Department concerns, the current ban, rejection of the proposed Ordinance, and the consequences of approving the Ordinance.

Council Member Marquez requested information regarding the collection and deposition of taxes, the approval margin of Proposition 64, current sales tax regulation, City drug policy, and unemployment in relation to cannabis regulation.

Mayor Gutierrez recessed the meeting at 7:47 p.m.

Mayor Gutierrez reconvened the meeting at 8:02 p.m.

Mayor Pro Tem Baca relayed her concerns with the Public's safety and asked for a purity testing center in Moreno Valley. She wanted the ban extended to December.

Council Member Marquez wanted additional time to gain more input so he felt the ban should be extended for 6 to 9 months.

Council Member Cabrera sees the regulation as an opportunity to impede cartels/the black market. He also noted that regulation is a viable revenue source and that he was satisfied with the thoroughness of the proposed Ordinance.

Council Member Giba explained that revenue isn't cause to rush into regulation and asked that the City wait and see what other jurisdictions do.

Mayor Gutierrez reasoned that the citizens of Moreno Valley have spoken out in favor of regulation and that it will provide revenue and jobs. He also stated that he prefers the zoning ordinance be expedited.

RESULT:	FAILED [3 TO 1]
MOVER:	Jeffrey J. Giba, Council Member
SECONDER:	David Marquez, Council Member
AYES:	David Marquez, Ulises Cabrera, Jeffrey J. Giba
NAYS:	Victoria Baca
ABSTAIN:	Dr. Yxstian A. Gutierrez

A.3. Motion to Extend Ordinance 916 to April 1 2018.

Failed due to lack of a super majority.

RESULT:	FAILED [3 TO 2]
MOVER:	Dr. Yxstian A. Gutierrez, Jeffrey J. Giba
SECONDER:	Ulises Cabrera, Council Member
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, Ulises Cabrera
NAYS:	David Marquez, Jeffrey J. Giba

A.4. Motion to Extend Ordinance 916 for 11 Months.

Failed due to lack of a super majority.

RESULT:	FAILED [3 TO 2]
MOVER:	Jeffrey J. Giba, Council Member
SECONDER:	Ulises Cabrera, Council Member
AYES:	David Marquez, Ulises Cabrera, Jeffrey J. Giba
NAYS:	Dr. Yxstian A. Gutierrez, Victoria Baca

A.5. Motion to Extend Ordinance 916 for 7 Months.

Failed due to lack of a super majority.

RESULT:	FAILED [3 TO 2]
MOVER:	Victoria Baca, Mayor Pro Tem
SECONDER:	Dr. Yxstian A. Gutierrez, Mayor
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, Ulises Cabrera
NAYS:	David Marquez, Jeffrey J. Giba

A.6. Motion to Extend Ordinance 916 for 10 Months.

RESULT:	FAILED [2 TO 3]
MOVER:	Jeffrey J. Giba, Council Member
SECONDER:	David Marquez, Council Member
AYES:	David Marquez, Jeffrey J. Giba
NAYS:	Dr. Yxstian A. Gutierrez, Victoria Baca, Ulises Cabrera

A.7. CITY COUNCIL REQUESTS AND COMMUNICATIONS

Council Member Giba asked for confirmation that there is now no longer a ban on Marijuana.

Council Member Cabrera expressed his disappointment that the ban was not extended. He questioned City Attorney Koczanowicz regarding the repercussions.

City Attorney Koczanowicz stated that an abstention could be regarded as a yes vote which would approve Item No. A.2. Mayor Gutierrez, upon learning this, changed his vote for Item No. A.2. to a No vote. City Attorney Koczanowicz responded that he would review the Law regarding abstention votes to determine the outcome of A.2.

ADJOURNMENT

There being no further business to come before the City Council, the Special Meeting was adjourned at 8:43 p.m.

Submitted by:

Pat Jacquez-Nares, CMC & CERA, City Clerk
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the
City of Moreno Valley
Secretary, Moreno Valley Housing Authority

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

**MINUTES
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**

**CLOSED SESSION – 4:30 PM
November 7, 2017**

CALL TO ORDER

The Closed Session 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, and Housing Authority was called to order at 4:30 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

Mayor Gutierrez announced that the City Council receives a separate stipend for CSD meetings.

ROLL CALL

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

PUBLIC COMMENTS ON MATTERS UNDER THE JURISDICTION OF THE CITY COUNCIL

Mayor Gutierrez opened the public comments portion of the meeting. There being no members of the public to come forward to speak, he closed the public comments.

CLOSED SESSION

City Attorney Koczanowicz announced that the City Council would recess to Closed Session to discuss the items as listed on the agenda and that staff did not anticipate any reportable action.

The Closed Session will be held pursuant to Government Code:

- 1 SECTION 54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (One Case)

City of Moreno Valley vs. Wonderland Farms et.al. Superior Court Case No. RIC1711698

Minutes Acceptance: Minutes of Nov 7, 2017 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

2 SECTION 54957.6 - LABOR NEGOTIATIONS

- a) Agency Representative: Thomas M. DeSantis, Assistant City Manager
- Employee Organization: Moreno Valley City Employees Association (MVCEA)
- b) Agency Representative: Thomas M. DeSantis, Assistant City Manager
- Employee Organization: Moreno Valley Management Association (MVMA)

Mayor Gutierrez recessed the Council to the City Manager's Conference Room, Second Floor, City Hall for their Closed Session at 4:31 p.m.

Mayor Gutierrez reconvened the City Council in the Council Chambers from their Closed Session at 5:36 p.m.

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

City Attorney Koczanowicz announced there was no reportable action taken in Closed Session.

ADJOURNMENT

There being no further business to come before the City Council, the Closed Session was adjourned at 5:37 p.m.

Submitted by:

Pat Jacquez-Nares, CMC & CERA, City Clerk
 Secretary, Moreno Valley Community Services District
 Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
 Secretary, Moreno Valley Housing Authority

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

Minutes Acceptance: Minutes of Nov 7, 2017 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

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

**SPECIAL MEETING (CLOSED SESSION) – 5:30 PM
November 14, 2017**

CALL TO ORDER

The Closed Session 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, and Housing Authority was called to order at 5:31 p.m. by Mayor Pro Tem Baca in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

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

ROLL CALL

Council Present:	Victoria Baca	Mayor Pro Tem
	David Marquez	Council Member
	Ulises Cabrera	Council Member
	Jeffrey J. Giba	Council Member

Council Absent:	Yxstian Gutierrez	Mayor
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PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

Mayor Pro Tem Baca opened the public comments portion of the meeting. There being no members of the public to come forward to speak, she closed the public comments.

CLOSED SESSION

City Attorney Koczanowicz announced that the City Council would recess to Closed Session to discuss the item as listed on the agenda and that staff did not anticipate any reportable action.

The Closed Session will be held pursuant to Government Code:

Minutes Acceptance: Minutes of Nov 14, 2017 5:30 PM (CONSENT CALENDAR-CITY COUNCIL)

1 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

- a) Property: APN 260-050-002
- City Negotiator: Thomas DeSantis
- Negotiating Party: MVUSD
- Under Negotiation: Price, Terms and Conditions of Acquisition

Mayor Pro Tem Baca recessed the Council to the City Manager's Conference Room, Second Floor, City Hall for their Closed Session at 5:32 p.m.

Mayor Pro Tem Baca reconvened the City Council in the Council Chambers from their Closed Session at 6:00 p.m.

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

City Attorney Koczanowicz announced there was no reportable action taken during Closed Session.

ADJOURNMENT

There being no further business to come before the City Council, the Closed Session was adjourned at 6:00 p.m.

Submitted by:

Pat Jacquez-Nares, CMC & CERA, City Clerk
 Secretary, Moreno Valley Community Services District
 Secretary, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley
 Secretary, Moreno Valley Housing Authority

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

Minutes Acceptance: Minutes of Nov 14, 2017 5:30 PM (CONSENT CALENDAR-CITY COUNCIL)

**MINUTES
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**

**STUDY SESSION – 6:00 PM
November 14, 2017**

CALL TO ORDER

The Study Session 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 6:04 p.m. by Mayor Pro Tem Baca in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Wright.

ROLL CALL

Council:	Victoria Baca	Mayor Pro Tem
	David Marquez	Council Member
	Ulises Cabrera	Council Member
	Jeffrey J. Giba	Council Member

Absent:	Yxstian Gutierrez	Mayor
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INTRODUCTIONS

Staff:	Pat Jacquez-Nares	City Clerk
	Martin Koczanowicz	City Attorney
	Michelle Dawson	City Manager
	Thomas M. DeSantis	Assistant City Manager
	Allen Brock	Community Development Director
	Felicia London	Public Contracts Administrator
	Abdul Ahmad	Fire Chief
	Tyler Clark	Lt. Administration/Division Commander

Minutes Acceptance: Minutes of Nov 14, 2017 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

Mayor Pro Tem Baca opened the public comments portion of the meeting for items listed on the agenda only. Comments were received from Rafael Brugueras (supports Item Nos. A.2 and A.3) and Louise Palomarez (supports Item Nos. A.1 and A.2).

A. BUSINESS

A.1. Earthquake Preparedness (Report of: City Clerk)

Recommendation: That the City Council:

1. Receive and file.

Emergency Management Program Manager Zuzzette Bricker presented a Power Point presentation outlining the Emergency Management Office's earthquake preparedness plan.

Arnold, SCAG representative introduced Dr. Lucy Jones.

Dr. Lucy Jones presented a Power Point presentation on earthquakes.

Mayor Pro Tem Baca thanked Dr. Jones for her presentation.

Council Member Marquez asked if both faults near Moreno Valley could be active at the same time and if little earthquakes mitigate large earthquakes.

Council Member Cabrera was grateful for the information Dr. Jones provided and invited her to tour the Emergency Operations Center.

Council Member Giba was appreciative of Dr. Jones' demonstration. He inquired as to the length of the San Andreas Fault in relation to earthquake magnitude, the proximity of aqueducts and natural gas lines, and the sturdiness of cell phone towers.

Mayor Pro Tem Baca recessed the meeting at 7:08 p.m.

Mayor Pro Tem Baca reconvened the meeting at 7:17 p.m.

A.2. Shopping Cart Retrieval Program (Report of: City Clerk)

Recommendation: That the City Council:

1. Receive and file.

Community Development Director, Allen Brock provided a brief overview of the City's Cart Retrieval Program.

Mayor Pro Tem Baca asked where retrieved carts are returned, about non marked carts, and carts utilized by the homeless.

Council Member Marquez queried as to how the contracted vendor reimbursements are tracked.

Council Member Cabrera questioned the funding for the program, and businesses not affected by the Ordinance.

Council Member Giba felt that cost recovery is an aspect of the Ordinance that should be reviewed.

A.3. FIREWORKS ENFORCEMENT (Report of: City Manager)

Recommendation: That the City Council

1. Staff recommends that the City Council receive information from staff, consider any public input, discuss and provide direction to staff regarding regulation of fireworks in the City of Moreno Valley.

Public Safety Contracts Administrator, Felicia London discussed fireworks enforcement.

Mayor Pro Tem thanked Felicia London for her presentation. She stated that she is in support of safe and sane fireworks.

Council Member Marquez is concerned with the danger posed by fireworks and would like the fines raised.

Council Member Cabrera supports nonprofits selling safe and sane fireworks and increasing fines.

Council Member Giba requested data from City's selling safe and sane fireworks and believes fines should be increased.

By Council consensus direction was given to bring back the following: a calculation of the revenue generated from the sale of safe and sane fireworks allowed by five cities within Riverside County, and a determination of an adequate fine to deter illegal fireworks use.

A.4. CITY COUNCIL REQUESTS AND COMMUNICATIONS

Council Member Marquez thanked Staff for their assistance. He explained to everyone that the City is working on the homeless encampment off of Petit Street.

Council Member Cabrera asked Staff to look into creating a community garden within the City. Additionally he instructed Staff to reach out to nurseries or any other potential donors for the acquisition of palm trees which he'd like planted at the

entrances to the City. He thanked Staff for their work and is looking forward to the Adopt A Street Program.

Council Member Giba was appreciative of Staff's efforts.

ADJOURNMENT

There being no further business to come before the City Council, the Closed Session was adjourned at 8:04 p.m.

Submitted by:

Pat Jacquez-Nares, CMC & CERA, City Clerk
Secretary, Moreno Valley Community Services District
Secretary, City as Successor Agency for the Community Redevelopment Agency of the
City of Moreno Valley
Secretary, Moreno Valley Housing Authority

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



Report to City Council

TO: Mayor and City Council

FROM: Kathleen Sanchez, Human Resources Director

AGENDA DATE: December 5, 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:
Denise Hansen
Executive Assistant

Department Head Approval:
Kathleen M. Sanchez
Human Resources 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 12.05.17

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/16/17 10:44 AM
City Attorney Approval	<u>✓ Approved</u>	11/20/17 9:02 AM
City Manager Approval	<u>✓ Approved</u>	11/22/17 12:07 PM

**City of Moreno Valley
Personnel Changes
December 5, 2017**

New Hires

Michael Wolfe, Public Works Director/City Engineer
Public Works Department

Patricia Solano, Parks & Community Services Deputy Director
Parks & Community Services Department

Edwardo Castaneda, Construction Inspector
Public Works Department/Land Development Division

Promotions

Anna Chacon
From: Executive Assistant I, Public Works Department
To: Management Assistant, Public Works Department/Capital Projects Division

Transfers

Kathy Gross
From: Executive Assistant I, City Clerk's Office
To: Executive Assistant I, Economic Development Department

Separations

Perry Singerman, Building Inspector II
Community Development Department/Building & Safety Division



Report to City Council

TO: Mayor and City Council

FROM: Kathleen Sanchez, Human Resources Director

AGENDA DATE: December 5, 2017

TITLE: APPROVAL OF ADDENDA TO THE MEMORANDA OF UNDERSTANDINGS BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION AND MORENO VALLEY MANAGEMENT ASSOCIATION

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Approve the addenda to the Memoranda of Understandings (MOUs) between the City of Moreno Valley and the Moreno Valley City Employees Association (Attachment 1), and Moreno Valley Management Association (Attachment 2).
2. Extend the addenda of these Agreements to employees represented by the Moreno Valley Confidential Management Employees (Attachment 3) as well as those in unrepresented classifications.

SUMMARY

The current 2017-2019 Memoranda of Understandings (MOUs) between the City and its three bargaining groups end on June 30, 2019. The MOUs with all bargaining groups provided for annual re-openers on City contributions to medical insurance premiums. Negotiations have been completed with the Moreno Valley City Employees Association (MVCEA) and the Moreno Valley Management Association (MVMA); the Moreno Valley Confidential Management Employees (MVCME) bargaining unit opted for a parity agreement with MVMA, precluding the need for separate negotiations with that unit. The language in the MVCME agreement allows implementation of all terms for that unit without any requirement for further updates to the MOU itself.

DISCUSSION

The City received notice of the 2018 medical insurance rates in June of 2017 indicating 2018 premium increases of up to 11.22% for the City's most heavily enrolled medical plan. Management has reached Tentative Agreements with the Associations to increase the benefit credits of those employees enrolled in a City sponsored medical plan by \$70.00 per month for full-time career employees and \$30.00 per month for part-time career employees. This amount is within the authority granted to the negotiation team by City Council. All other provisions of the 2017-2019 MOUs will remain in effect.

Having an adequate level of medical benefits for recruitment and retention of City staff ensures assignment of highly qualified and trained personnel to achieve Momentum MoVal priorities, objectives and initiatives.

ALTERNATIVES

1. Approve the addenda to the Memoranda of Understandings between the City of Moreno Valley and the Moreno Valley City Employees Association (Attachment 1) and Moreno Valley Management Association (Attachment 2). Extend the provisions of these Agreements to employees represented by the Moreno Valley Confidential Management Employees (Attachment 3), as well as those in unrepresented classifications. ***Staff recommends this alternative. Council action to approve the attached Memoranda of Understanding addenda follows previous approval of Tentative Agreements with MVCEA and MVMA (and, by extension MVCME), and will fulfill terms of the City's Employer/Employee Relations Resolution.***
2. Not approve recommendations listed above and instead direct staff to re-open negotiations with employee associations. ***Staff does not recommend this alternative.***

FISCAL IMPACT

The cost to implement the terms of the Tentative Agreement is projected at \$145,000 with the General Fund supporting 50% of this cost. The cost to provide the additional insurance coverage can be absorbed within the current approved budgets.

PREPARATION OF STAFF REPORT

Prepared and Approved By:
Kathleen M. Sanchez
Human Resources Director

Concurred By:
Marshall Eyerman
Chief Financial Officer

Concurred By:
Thomas M. DeSantis
Assistant City Manager

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

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

ATTACHMENTS

- 1. ADDENDUM - MVCEA
- 2. ADDENDUM - MVMA
- 3. ADDENDUM - MVCME

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/16/17 8:18 AM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 1:16 PM
City Manager Approval	<u>✓ Approved</u>	11/22/17 1:20 PM

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION

2017-2019 MOU

As updated December 2017

THIS ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING is entered into by the City of Moreno Valley and the Moreno Valley City Employees Association.

The following language shall be added into **SECTION 6: Benefit Bank** to the document specified above:

Effective January 1, 2018, the City will provide an additional monthly contribution for employees enrolled in the City’s medical plans to assist in costs of enrollment as set out below:

- Career full-time employees \$70 per month (effective 1/1/18)
- Career part-time employees \$30 per month (effective 1/1/18)

The parties agree that the amendments contained herein shall be effective as of January 1, 2018. Employees not enrolled in the City’s medical plans are not eligible for this contribution.

For the City:

For the Moreno Valley City Employees Association:

Kathleen M. Sanchez, Director
Human Resources

Tony Macias, President

Date

Date

Attachment: ADDENDUM - MVCEA [Revision 3] (2885 : APPROVAL OF ADDENDA TO THE MEMORANDA OF UNDERSTANDINGS)

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY MANAGEMENT ASSOCIATION

2017-2019 MOU

As updated December 2017

THIS ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING is entered into by the City of Moreno Valley and the Moreno Valley Management Association.

The following language shall be added into **SECTION 7: Benefit Bank** to the document specified above:

Effective January 1, 2018, the City will provide an additional monthly contribution for employees enrolled in the City’s medical plans to assist in costs of enrollment as set out below:

- Career full-time employees \$70 per month (effective 1/1/18)
- Career part-time employees \$30 per month (effective 1/1/18)

The parties agree that the amendments contained herein shall be effective as of January 1, 2018. Employees not enrolled in the City’s medical plans are not eligible for this contribution.

For the City:

For the Moreno Valley Management Association:

Kathleen M. Sanchez, Director
Human Resources

Dale Mendenhall, President

Date

Date

Attachment: ADDENDUM - MVMA [Revision 1] (2885 : APPROVAL OF ADDENDA TO THE MEMORANDA OF UNDERSTANDINGS)

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MORENO VALLEY AND THE MORENO VALLEY CONFIDENTIAL MANAGEMENT EMPLOYEES

2017-2019 MOU

As updated December 2017

THIS ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING is entered into by the City of Moreno Valley and the Moreno Valley Confidential Management Employees.

The following language shall be added into **SECTION 7: Benefit Bank** to the document specified above:

Effective January 1, 2018, the City will provide an additional monthly contribution for employees enrolled in the City’s medical plans to assist in costs of enrollment as set out below:

- Career full-time employees \$70 per month (effective 1/1/18)
- Career part-time employees \$30 per month (effective 1/1/18)

The parties agree that the amendments contained herein shall be effective as of January 1, 2018. Employees not enrolled in the City’s medical plans are not eligible for this contribution.

For the City:

For the Moreno Valley Confidential Management Employees:

Kathleen M. Sanchez, Director
Human Resources

Angel Migao

Date

Date

Attachment: ADDENDUM - MVCME [Revision 1] (2885 : APPROVAL OF ADDENDA TO THE MEMORANDA OF UNDERSTANDINGS)



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: December 5, 2017

TITLE: PAYMENT REGISTER - SEPTEMBER 2017

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Payment Register.

SUMMARY

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

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

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Financial Operations Division Manager

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

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. September 2017 Payment Register

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/01/17 7:49 AM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 11:59 AM
City Manager Approval	<u>✓ Approved</u>	11/22/17 12:02 PM



**City of Moreno Valley
Payment Register
For Period 9/1/2017 through 9/30/2017**

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
AIR TEMPERATURE SPECIALISTS	20682	09/05/2017	86107	SENIOR CTR HVAC REPLACEMENT PROJECT-PROGRESS BILLING #3	\$86,335.94
Remit to: MURRIETA, CA					<u>FYTD:</u> \$173,284.75
AKM CONSULTING ENGINEERS, INC	232179	09/07/2017	9182	SAN TIMOTEO FOOTHILL NEIGHBORHOOD FLOOD PROTECTION STORM DRAIN-CONSULTANT SVCS	\$32,534.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$32,534.00
CATHOLIC CHARITIES	232284	09/25/2017	INV 2	HOMELESSNESS PREVENTION SVCS-ESG AGREEMENT FY 2015/16	\$40,000.00
		09/25/2017	INV 3	HOMELESSNESS PREVENTION SVCS-ESG AGREEMENT FY 2015/16	
		09/25/2017	INV 1	HOMELESSNESS PREVENTION SVCS-ESG AGREEMENT FY 2015/16	
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$40,000.00
COUNTY OF RIVERSIDE FIRE DEPT	20802	09/25/2017	232498	FIRE SERVICES CONTRACT-4TH QUARTER (FPARC, MV, 232498, FY 2016/17, QUARTER 4)	\$3,835,531.23
Remit to: PERRIS, CA					<u>FYTD:</u> \$7,907,917.13
DUKE REALTY, LP	232295	09/25/2017	PROJ. PA08-0021	REFUND GRADING & EROSION CONTROL DEPOSITS-PROJECT PA08-0021 (PM 35822)	\$131,608.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$131,608.00
EASTERN MUNICIPAL WATER DISTRICT	232130	09/05/2017	AUG-17 9/5/17	WATER CHARGES	\$50,361.32
	232216	09/18/2017	AUG-17 9/18/17	WATER CHARGES	\$77,861.32
	232266	09/25/2017	AUG-17 9/25/17	WATER CHARGES	\$57,788.86
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$654,906.15

Attachment: September 2017 Payment Register (2677 : PAYMENT REGISTER - SEPTEMBER 2017)



City of Moreno Valley
Payment Register
 For Period 9/1/2017 through 9/30/2017

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	20728	09/07/2017	40-341B-03	WA# 40-341B SAN MICHELLE CIRCUIT #4-INDIAN 12KV RECONFIGURATION	\$49,718.19
		09/07/2017	40-360A-05	WA# 40-360A MORENO VALLEY INDUSTRIAL	
		09/07/2017	40-359B-03	WA# 40-359B RSI COMMUNITIES TRACTS 22180-2 & 22180-3	
		09/07/2017	40-357-07	WA# 40-357 KITCHING SUBSTATION CONSTRUCTION & INSPECTION	
		09/07/2017	40-343B-03	WA# 40-343B PERRIS 12KV CIRCUIT #5 & #6	
		09/07/2017	40-342B-02	WA# 40-342B-MARCH 12KV CIRCUIT (CIRCUIT #8)	
		09/07/2017	40-335B-04	WA# 40-335B CIRCUIT #3 MODULAR WAY	
		09/07/2017	40-331B-04	WA# 40-331B CIRCUIT #2 EDWIN RD.	
		09/07/2017	0402-MF-02022	SOLAR METER INSTALLATION	
		09/07/2017	40-364A-02	WA# 40-364A CROSSTOWN TIE-ALESSANDRO BLVD.	
		09/07/2017	40-365A-02	WA# 40-365A CROSSTOWN TIE-HEACOCK ST.	
		09/07/2017	40-377A-02	WA# 40-377A BRODIAEA AVE. WAREHOUSE	
		09/07/2017	0402-MF-02000	SOLAR METER INSTALLATION	
		09/07/2017	40-372-01	WA# 40-372 TARGET SOLAR 480 KW (AC) PV	
		09/07/2017	40-366B-02	WA# 40-366B RSI COMMUNITIES-CM INSPECTION SVCS.	
		09/07/2017	40-366A-05	WA# 40-366A RSI COMMUNITIES-TRACT 31305	
		09/07/2017	40-367-06	WA# 40-367 KARMA SUBSTATION-CONSTRUCTION	
09/07/2017	40-369A-04	WA# 40-369A TRACT 36436-KB HOMES (159 HOMES)			



City of Moreno Valley
Payment Register
 For Period 9/1/2017 through 9/30/2017

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	20762	09/18/2017	40-367-07	WA# 40-367 KARMA SUBSTATION-CONSTRUCTION	\$56,336.21
		09/18/2017	40-365A-03	WA# 40-365A CROSSTOWN TIE-HEACOCK ST.	
		09/18/2017	40-359B-04	WA# 40-359B RSI COMMUNITIES TRACTS 22180-2 & 22180-3	
		09/18/2017	40-354A-03	WA# 40-354A MARINA J BANQUETS & EVENTS	
		09/18/2017	40-335A-09	WA# 40-335A CIRCUIT #3 MODULAR WAY	
		09/18/2017	40-357-08	WA# 40-357 KITCHING SUBSTATION CONSTRUCTION & INSPECTION	
		09/18/2017	40-341B-04	WA# 40-341B SAN MICHELLE CIRCUIT #4-INDIAN 12KV RECONFIGURATION	
		09/18/2017	40-343B-04	WA# 40-343B PERRIS 12KV CIRCUIT #5 & #6	
		09/18/2017	40-349B-01	WA# 40-349B IRIS 12KV CIRCUIT RECONFIGURATION	
		09/18/2017	40-374A-01	WA# 40-374A CONTINENTAL VILLAGES APARTMENTS	
		09/18/2017	40-372-02	WA# 40-372 TARGET SOLAR 480 KW (AC) PV	
		09/18/2017	40-342B-03	WA# 40-342B-MARCH 12KV CIRCUIT #8	
		09/18/2017	40-325B-03	WA# 40-325B FRONTIER COMMUNITIES (40 HOMES)	
		09/18/2017	40-377A-03	WA# 40-377A BRODIAEA AVE. WAREHOUSE	
		09/18/2017	40-335B-05	WA# 40-335B CIRCUIT #3 MODULAR WAY	
		09/18/2017	40-359A-07	WA# 40-359A RSI COMMUNITIES TRACTS 22180-2 & 22180-3	
		09/18/2017	40-379A-01	WA# 40-379A NANDINA DISTRIBUTION CENTER BUILDING A	
	09/18/2017	40-369A-05	WA# 40-369A TRACT 36436-KB HOMES (159 HOMES)		
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$1,005,765.19
EXELON GENERATION COMPANY, LLC	20763	09/18/2017	MVEU-00050A	POWER PURCHASE 7/1-7/31/17	\$895,540.64
	20810	09/25/2017	MVEU-00051A	POWER PURCHASE 8/1-8/31/17	\$914,933.76
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$2,507,096.16

Attachment: September 2017 Payment Register (2677 : PAYMENT REGISTER - SEPTEMBER 2017)



**City of Moreno Valley
Payment Register
For Period 9/1/2017 through 9/30/2017**

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
GRAFFITI TRACKER, INC.	20813	09/25/2017	3160	GRAFFITI TRACKING SERVICES JULY 2017-JUNE 2018	\$33,000.00
Remit to: OMAHA, NE					<u>FYTD:</u> \$33,000.00
GRAPEVINE DCJ, LLC	20729	09/07/2017	263269	PURCHASE 2017 JEEP WRANGLER SPORT 2-DOOR (3 UNITS)	\$97,832.61
Remit to: GRAPEVINE, TX					<u>FYTD:</u> \$97,832.61
HOT LINE CONSTRUCTION, INC	20772	09/18/2017	79971	KITCHING SUBSTATION CIRCUITS #2-8 - PAY APPLICATION #5	\$164,085.95
Remit to: IRVING, TX					<u>FYTD:</u> \$1,719,009.79
JITNEY COMPANY, INC.	232271	09/25/2017	11900	BOX SPRINGS COMMUNICATION TOWER-CONSTRUCTION SERVICES	\$266,418.43
Remit to: CORONA, CA					<u>FYTD:</u> \$376,161.43
LIBRARY SYSTEMS & SERVICES, LLC	20824	09/25/2017	SI-002449	LIBRARY CONTRACTUAL SERVICES & MATERIALS-SEPT17	\$382,089.03
		09/25/2017	SI-002316	LIBRARY I.T. SERVICES-AUG17	
		09/25/2017	SI-002315	LIBRARY CONTRACTUAL SERVICES & MATERIALS-AUG17	
		09/25/2017	SI-002218	LIBRARY I.T. SERVICES-JUL17	
		09/25/2017	SI-002217	LIBRARY CONTRACTUAL SERVICES & MATERIALS-JUL17	
09/25/2017	SI-002450	LIBRARY I.T. SERVICES-SEPT17			
Remit to: ROCKVILLE, MD					<u>FYTD:</u> \$382,089.03
MERCHANTS LANDSCAPE SERVICES INC	20738	09/07/2017	50331	LANDSCAPE MAINT.-SD LMD ZN 03 & 03A-JUL 2017	\$25,013.88
		09/07/2017	50336	LANDSCAPE MAINT.-ZONES E-8, SD LMD ZN 05, 06, & 07-JUL 2017	
		09/07/2017	50335	LANDSCAPE MAINT.-SD LMD ZN 04-JUL 2017	
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$397,102.21

Attachment: September 2017 Payment Register (2677 : PAYMENT REGISTER - SEPTEMBER 2017)



City of Moreno Valley
Payment Register
For Period 9/1/2017 through 9/30/2017

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

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
MORENO VALLEY UTILITY	232137	09/05/2017	SEP-17 9/5/17	ELECTRICITY CHARGES	\$101,849.92
Remit to: HEMET, CA					FYTD: \$293,418.73
O'DUFFY BROS, INC.	20831	09/25/2017	2	ALESSANDRO BLVD/ELSWORTH ST-CONSTRUCTION SVCS	\$309,759.57
Remit to: ROMOLAND, CA					FYTD: \$539,468.60
OPTERRA ENERGY SERVICES	20780	09/18/2017	2574	CITY HALL SOLAR CARPORT PROJECT-DESIGN PHASE SVCS	\$33,250.00
Remit to: PASADENA, CA					FYTD: \$175,750.00
PERMA	20834	09/25/2017	FILE MV1633	SELF-INSURED RETENTION (SIR) BALANCE: MV1633 WARREN V. CITY CASE	\$219,603.92
		09/25/2017	FILE MV1622	LIABILITY CLAIM SETTLEMENT PAYMENTS: MV1622 CABRERA	
Remit to: PALM DESERT, CA					FYTD: \$712,348.92
PERS HEALTH INSURANCE	20752	09/08/2017	W170901	EMPLOYEE HEALTH INSURANCE	\$212,844.61
Remit to: SACRAMENTO, CA					FYTD: \$605,444.59
SEQUEL CONTRACTORS, INC.	20846	09/25/2017	507-4	HEACOCK ST/IRIS AVE TO GENTIAN AVE-CONSTRUCTION SVCS	\$87,641.30
Remit to: SANTA FE SPRINGS, CA					FYTD: \$299,178.26
SOUTHERN CALIFORNIA EDISON 1	232230	09/18/2017	707-6081/AUG-17	ELECTRICITY CHARGES	\$110,828.98
		09/18/2017	AUG-17 9/18/17	ELECTRICITY CHARGES	
	232279	09/25/2017	AUG-17 9/25/17	ELECTRICITY CHARGES	\$66,426.26
Remit to: ROSEMEAD, CA					FYTD: \$769,857.39

Attachment: September 2017 Payment Register (2677 : PAYMENT REGISTER - SEPTEMBER 2017)



City of Moreno Valley
Payment Register
 For Period 9/1/2017 through 9/30/2017

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
TENASKA ENERGY, INC	20788	09/18/2017	MOREN0020170821	ELECTRICITY POWER PURCHASE/RESOURCE ADEQUACY-MV UTILITY	\$553,424.58
Remit to: ARLINGTON, TX					<u>FYTD:</u> \$1,125,281.75
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	20747	09/07/2017	99488	FLEX AND COBRA ADMIN FEES-AUG17	\$43,241.91
		09/07/2017	201709	RETIREE MEDICAL BENEFIT BILLING-SEPT17	
Remit to: TEMECULA, CA					<u>FYTD:</u> \$130,219.35
THINK TOGETHER, INC	20790	09/18/2017	111-17/18-2	ASES PROGRAM MANAGEMENT SERVICES-INSTALLMENT #2	\$1,082,450.16
		09/18/2017	111-17/18-1	ASES PROGRAM MANAGEMENT SERVICES-INSTALLMENT #1	
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$1,089,155.00
U.S. BANK/CALCARDS	20723	09/05/2017	08-28-17	CALCARD ACTIVITY-AUG17	\$282,002.27
Remit to: ST. LOUIS, MO					<u>FYTD:</u> \$738,020.25
WELLS FARGO CORPORATE TRUST	20753	09/12/2017	W170902	FUTURE ANNEXATION AREA ADP (AREA DRAINAGE PLAN) FEE CREDIT-CFD#7	\$306,580.40
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$1,752,527.37
WESTERN REALCO / CSIP WR MORENO VALLEY LLC, MARCH BUS. CTR.- BLDGS 1&2	232177	09/06/2017	MB REFUND - 09/0	REFUND-TIME & MATERIALS	\$42,537.93
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$42,537.93



City of Moreno Valley
Payment Register
For Period 9/1/2017 through 9/30/2017

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WILLDAN ENGINEERING	20855	09/25/2017	002-18230	PLAN CHECK & INSPECTION SERVICES-BLDG. & SAFETY-JUL17	\$151,670.58
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$261,548.21
WRCOG - WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	232236	09/18/2017	AUG-2017 TUMF	TUMF FEES COLLECTED-AUG17-RESIDENTIAL	\$464,285.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$961,173.00
WRCRCA	232237	09/18/2017	AUG-2017 MSHCP	MSHCP FEES COLLECTED-AUG17-RESIDENTIAL & COMMERCIAL	\$77,644.52
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$210,910.52
TOTAL AMOUNTS OF \$25,000 OR GREATER					\$11,343,031.21

Attachment: September 2017 Payment Register (2677 : PAYMENT REGISTER - SEPTEMBER 2017)



City of Moreno Valley
Payment Register
For Period 9/1/2017 through 9/30/2017

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
ABILITY COUNTS, INC	20794	09/25/2017	ACI113447	LANDSCAPE MAINT-CFD#1-AUG17	\$2,065.00
Remit to: CORONA, CA					FYTD: \$6,195.00
ACEVEDO, LEONEL	232240	09/18/2017	1450918	REFUND-LATIN DANCE CLASS CANCELLED	\$47.00
Remit to: MORENO VALLEY, CA					FYTD: \$47.00
ADLERHORST INTERNATIONAL LLC	20726	09/07/2017	80628	MONTHLY K-9 TRAINING (OZZI/MADDOX)-JUL17	\$11,514.53
		09/07/2017	90498	POLICE SERVICE DOG (ARKAN)	
		09/07/2017	90536	MISC. SUPPLIES FOR K-9 ARKAN	
		09/07/2017	90537	MISC. SUPPLIES FOR K-9 MADDOX	
		09/07/2017	90615	MISC. SUPPLIES FOR K-9 ARKAN	
	20795	09/25/2017	80732	NARCOTICS DETECTION COURSE FOR K9 MADDOX 7/17-8/18/17	\$10,000.00
		09/25/2017	90592	BASIC HANDLERS COURSE FOR K9 ARKON 8/7-9/15/17	
Remit to: RIVERSIDE, CA					FYTD: \$21,864.53
ADMINSURE	232125	09/05/2017	10327	WORKERS' COMP CLAIMS ADMINISTRATION-SEPT17	\$2,175.00
	232256	09/25/2017	10395	WORKERS' COMP CLAIMS ADMINISTRATION-OCT17	\$2,175.00
Remit to: DIAMOND BAR, CA					FYTD: \$8,700.00
ADVANCED ELECTRIC	232178	09/07/2017	12771	ELECTRICAL REPAIR-WOODLAND PARK	\$210.80
	232212	09/18/2017	12772	ELECTRICAL WORK-CITY HALL (PLUG FOR KIOSK ENTRY)	\$324.00
Remit to: RIVERSIDE, CA					FYTD: \$29,594.74
AFRICAN AMERICAN COALITION	232288	09/25/2017	1451790	SPECIAL EVENT REFUND-REUNION	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
AGUILAR, LAURA	232155	09/05/2017	1450876	REFUND-LATIN DANCE CLASS CANCELLED	\$47.00
Remit to: MORENO VALLEY, CA					FYTD: \$47.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
AIR EXCHANGE INC	20754	09/18/2017	40900	PLYMOVENT MAINT & REPAIR-FIRE STATION 2	\$199.75
Remit to: FAIRFIELD, CA					<u>FYTD:</u> \$199.75
ALDI, INC.	232200	09/07/2017	MVU 7014047-01	PBI SOLAR INCENTIVE REBATE	\$13,471.86
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$25,217.19
AMBACH, GERHARD	232156	09/05/2017	R17-113305	ANIMAL SERVICES REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
AMBIENT ELECTRIC, INC	232201	09/07/2017	BL#33038YR2017	REFUND OF OVERPAYMENT FOR BL#33038	\$68.00
Remit to: NEWBURY PARK, CA					<u>FYTD:</u> \$68.00
AMERIGAS PROPANE LP	232126	09/05/2017	3067451753	PROPANE FUEL FOR CITY EQUIPMENT	\$811.81
	232257	09/25/2017	3068310811	PROPANE FUEL FOR CITY EQUIPMENT	\$64.64
Remit to: PASADENA, CA					<u>FYTD:</u> \$876.45
AMTECH ELEVATOR SERVICES	20755	09/18/2017	DVB05044717	ELEVATOR ROUTING MAINT-CITY HALL-JUL 2017	\$145.00
	20796	09/25/2017	DVB05044917	ELEVATOR ROUTINE MAINT-SEPT 2017	\$740.00
		09/25/2017	DVB05046917	ELEVATOR ROUTINE MAINT-EMERGENCY OP'S CTR-SEPT 2017	
		09/25/2017	DVB05046817	ELEVATOR ROUTINE MAINT-EMERGENCY OP'S CTR-AUG 2017	
		09/25/2017	DVB05046717	ELEVATOR ROUTINE MAINT-EMERGENCY OP'S CTR-JUL 2017	
		09/25/2017	DVB05044817	ELEVATOR ROUTINE MAINT-CITY HALL-AUG 2017	
Remit to: PASADENA, CA					<u>FYTD:</u> \$3,130.00
ANDERSON, JENNIFER	232289	09/25/2017	R17-112659	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MENIFEE, CA					<u>FYTD:</u> \$75.00
ANIMAL EMERGENCY CLINIC, INC.	20756	09/18/2017	AUG 2017	AFTER HOURS EMERGENCY VETERINARY SVCS-ANIMAL SHELTER	\$530.00
Remit to: GRAND TERRACE, CA					<u>FYTD:</u> \$1,569.00

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APPLE ONE EMPLOYMENT SERVICES	20683	09/05/2017	01-4583211	TEMPORARY STAFFING-PAYROLL 8/7-8/9/17 (J. DEJOLIE)	\$2,026.08
		09/05/2017	01-4590322	TEMPORARY STAFFING-PAYROLL 8/15-8/18/17 (J. DEJOLIE)	
	20797	09/25/2017	01-4597455	TEMPORARY STAFFING-PAYROLL 8/21-8/25/17 (J. DEJOLIE)	\$2,921.40
		09/25/2017	01-4606153	TEMPORARY STAFFING-PAYROLL 8/28-9/1/17 (J. DEJOLIE)	
Remit to: GLENDALE, CA					<u>FYTD:</u> \$8,643.68
ARCHITECTURAL SIGN IDENTITY INC.	20684	09/05/2017	500-DEPOSIT	DEDICATION PLAQUE-KITCHING SUBSTATION (50% DEPOSIT)	\$1,427.17
Remit to: SAN JACINTO, CA					<u>FYTD:</u> \$1,427.17
AUTOMATIC STOREFRONT SERVICE/E-Z AUTOMATED SYSTEMS	232258	09/25/2017	0029880	SLIDING GLASS DOORS PREVENTIVE MAINT-CONFERENCE & REC CTR	\$528.00
		09/25/2017	0029879	SLIDING GLASS DOORS PREVENTIVE MAINT-PUBLIC SAFETY BLDG	
Remit to: CHINO, CA					<u>FYTD:</u> \$3,830.25
AVANT GARDE	20685	09/05/2017	4469	ASSESSMENT OF FAIR HOUSING SERVICES-JUL 2017	\$15,000.00
	20757	09/18/2017	4510	HOME FUNDING COMPLIANCE SVCS-AUG 2017	\$9,597.50
		09/18/2017	4512	ASSESSMENT OF FAIR HOUSING SERVICES-AUG 2017	
Remit to: POMONA, CA					<u>FYTD:</u> \$30,757.50
BACA, VICTORIA	232146	09/05/2017	9/12-9/15/17	TRAVEL PER DIEM-2017 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE/EXPO	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
BARNES, ASHLEY	232241	09/18/2017	1452455	REFUND-WINTER BASKETBALL CLASS	\$73.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$73.60

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
BARRIENTOS, ELVA	232157	09/05/2017	1450796	SENIOR CTR RENTAL REFUND	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
BAUTISTA, FERNANDO	232242	09/18/2017	R17-113066	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					FYTD: \$75.00
BLOCH, SAMANTHA	232259	09/25/2017	SUMMER 2017	TUITION REIMBURSEMENT	\$2,000.00
Remit to: RIVERSIDE, CA					FYTD: \$2,000.00
BMW MOTORCYCLES OF RIVERSIDE	20798	09/25/2017	6016770	MAINT. & REPAIRS-TRAFFIC MOTORCYCLE	\$9,546.08
		09/25/2017	6017058	MAINT. & REPAIRS-TRAFFIC MOTORCYCLE	
		09/25/2017	6016710	MAINT. & REPAIRS-TRAFFIC MOTORCYCLE	
		09/25/2017	6016763	MAINT. & REPAIRS-TRAFFIC MOTORCYCLE	
		09/25/2017	6016775	MAINT. & REPAIRS-TRAFFIC MOTORCYCLE	
		09/25/2017	6016796	MAINT. & REPAIRS-TRAFFIC MOTORCYCLE	
		09/25/2017	6016852	MAINT. & REPAIRS-TRAFFIC MOTORCYCLE	
		09/25/2017	6016883	MAINT. & REPAIRS-TRAFFIC MOTORCYCLE	
		09/25/2017	6017046	MAINT. & REPAIRS-TRAFFIC MOTORCYCLE	
		09/25/2017	6016966	MAINT. & REPAIRS-TRAFFIC MOTORCYCLE	
	09/25/2017	6016711	MAINT. & REPAIRS-TRAFFIC MOTORCYCLE		
Remit to: RIVERSIDE, CA					FYTD: \$11,678.26
BOLANOS, DANIELLE	232290	09/25/2017	R17-113881	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: PERRIS, CA					FYTD: \$95.00
BOSCO LEGAL SERVICE, INC.	20799	09/25/2017	STMT21753	LEGAL COURIER SERVICES 7/11-8/23/17	\$2,254.85
Remit to: RIVERSIDE, CA					FYTD: \$2,824.80

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BOX SPRINGS MUTUAL WATER COMPANY	232213	09/18/2017	1087-1 8/30/17	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	\$272.00
		09/18/2017	80-4 8/30/17	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/18/2017	45-4 8/30/17	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/18/2017	1084-1 8/30/17	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/18/2017	1085-1 8/30/17	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/18/2017	1088-1 8/30/17	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/18/2017	189-13 8/30/17	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/18/2017	195-5 8/30/17	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		09/18/2017	204-9 8/30/17	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
	09/18/2017	1086-1 8/30/17	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY		
Remit to: MORENO VALLEY, CA					FYTD: \$1,245.80
BRIGHTVIEW LANDSCAPE DBA: MARINA LANDSCAPE, INC.	20686	09/05/2017	5383696	LANDSCAPE MAINT-ZONES D, M & S-JUL 2017	\$16,508.37
	20800	09/25/2017	5404107	LANDSCAPE MAINT-ZONES D, M & S-AUG 2017	\$16,508.37
Remit to: ANAHEIM, CA					FYTD: \$33,016.74
BROOKS, KEVIN	232291	09/25/2017	1452217	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00

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BURSECH, HANA	232292	09/25/2017	R17-113987	ANIMAL SERVICES REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
C F & D CORPORATION	20758	09/18/2017	19154	BOX SPRINGS COMMUNICATION TOWER & BASE STATION-EQUIPMENT & SITE RENTAL (1 YEAR)	\$19,788.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$19,788.00
CABRERA, ULISES	232147	09/05/2017	9/12-9/15/17	TRAVEL PER DIEM-2017 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE/EXPO	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
CALIFORNIA WATERSHED ENGINEERING CORP.	20687	09/05/2017	17579	PLAN CHECK SVCS-PWQMP-JUL 2017	\$990.00
Remit to: FULLERTON, CA					<u>FYTD:</u> \$2,816.00
CHANCY, CHIZURU	232260	09/25/2017	AUG-2017	INSTRUCTOR SERVICES-HAWAIIAN/TAHITIAN DANCE/COMPETITION CLASSES	\$89.40
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$247.20
CHANDHRY, MUNAWAR	232158	09/05/2017	172210170	FALSE ALARM REFUND	\$125.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$125.00
CHANDLER ASSET MANAGEMENT, INC	20759	09/18/2017	1708MORENOVA	INVESTMENT MANAGEMENT SVCS-AUG 2017	\$4,240.05
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$12,689.26
CITY OF FOSTER CITY	232261	09/25/2017	11372	CALOPPS WEBSITE "VIEW ONLY" FEE-FY 2017/18	\$150.00
Remit to: FOSTER CITY, CA					<u>FYTD:</u> \$3,141.78

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CITY TRAFFIC ENGINEERS	232199	09/07/2017	9/16/17 EVENT	2017 TRAFFIC COMMISSIONERS WORKSHOP FOR TWO PERSONS	\$150.00
Remit to: SOUTH PASADENA, CA					<u>FYTD:</u> \$150.00
COLONIAL SUPPLEMENTAL INSURANCE	232127	09/05/2017	7133069-0901363	EMPLOYEE SUPPLEMENTAL INSURANCE	\$6,063.23
Remit to: COLUMBIA, SC					<u>FYTD:</u> \$18,632.88
COMMONWEALTH LAND TITLE COMPANY	232128	09/05/2017	7146	PRELIMINARY TITLE SEARCH-OLD I-215/CACTUS & DAY ST	\$2,000.00
	232262	09/25/2017	7354	PRELIMINARY REPORT - APN 479-200-014	\$1,750.00
		09/25/2017	7345	PRELIMINARY REPORT - APN 479-332-011	
		09/25/2017	7344	PRELIMINARY REPORT - APN 479-190-002	
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$56,742.00
COMMUNICATIONS SUPPLY CORP.	20801	09/25/2017	813988	KITCHING SUBSTATION FIBER OPTICS	\$20,101.34
		09/25/2017	808117	KITCHING SUBSTATION FIBER OPTICS	
		09/25/2017	834741	KITCHEN SUBSTATION FIBER OPTICS	
Remit to: BUENA PARK, CA					<u>FYTD:</u> \$20,101.34
CORELLA, APRIL	232243	09/18/2017	R17-113841	ANIMAL SERVICES REFUND-OVERPAYMENT ON WEB LICENSE RENEWAL	\$15.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$15.00
CORNEJO, URSULA	232244	09/18/2017	R17-110921	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$75.00

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COSTAR REALTY INFORMATION, INC	232214	09/18/2017	105248068	COMMERCIAL REAL ESTATE DATABASE SVC-SEP 2017	\$1,074.17
Remit to: BALTIMORE, MD					FYTD: \$3,222.51
COSTCO	232129	09/05/2017	24564	MISC. SUPPLIES FOR EMERGENCY OP'S. CTR	\$464.80
Remit to: MORENO VALLEY, CA					FYTD: \$464.80
COUNTRY SQUIRE ESTATES	232180	09/07/2017	AUGUST 2017	UUT REFUND FOR AUGUST 2017	\$49.61
Remit to: ONTARIO, CA					FYTD: \$128.71
COUNTY OF RIVERSIDE	232181	09/07/2017	10/2-10/16/17	CRUCIAL CONVERSATIONS TRAINING-MARKITA SMITH	\$496.00
	232215	09/18/2017	CK NO. 227057	REISSUE UNCLAIMED CHECK-INVOICE #1928 DATED 11/24/15	\$210.00
	232263	09/25/2017	IT0000001159	TRAFFIC MOTOR RADIO COMMUNICATIONS FOR PD-JUL 2017	\$5,890.70
		09/25/2017	IT0000001149	APX 7500 MOBILE & HPD MODEM FOR PD TRAFFIC RADIO COMMUNICATIONS	
		09/25/2017	IT0000001263	TRAFFIC MOTOR RADIO COMMUNICATIONS FOR PD-AUG 2017	
	232264	09/25/2017	2031	PETITION SIGNATURE VERIFICATION-500 SIGNATURES (PEN 16-0159)	\$8,965.50
	232285	09/25/2017	INV NO. 5	EXPLORER ACADEMY- EXPLORER FEE (11) & POST FEE (1)	\$2,225.00
Remit to: RIVERSIDE, CA					FYTD: \$23,614.72
COUNTY OF RIVERSIDE 1	232238	09/18/2017	PU0000004158	JANITORIAL SUPPLIES-POLICE STATION-JUN 2017	\$528.36
Remit to: MORENO VALLEY, CA					FYTD: \$2,188.56
COWAN, DELORES R	20803	09/25/2017	SEP-2017	INSTRUCTOR SERVICES-CHEERLEADING AND POM POM CLASSES	\$700.80
Remit to: MORENO VALLEY, CA					FYTD: \$700.80
CREASON AND AARVIG, LLP	232265	09/25/2017	32171-JUL17	LEGAL SERVICES-CLAIM MV1617 (M. CUTHERELL)	\$926.58
Remit to: RIVERSIDE, CA					FYTD: \$3,709.38

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CRIME SCENE STERI-CLEAN, LLC	20760	09/18/2017	37160	BIO HAZARD REMOVAL SERVICE	\$2,250.00
		09/18/2017	37166	BIO HAZARD REMOVAL SERVICE	
		09/18/2017	37254	BIO HAZARD REMOVAL SERVICE	
	20804	09/25/2017	37366	BIO HAZARD REMOVAL SERVICE	\$750.00
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$3,900.00
CSG CONSULTANTS, INC.	20727	09/07/2017	B170767	PLAN CHECK SVCS-JUL 2017	\$13,612.25
Remit to: FOSTER CITY, CA					FYTD: \$13,612.25
CUNNINGHAM, KEITH ANDREW	232293	09/25/2017	MVA030002507	REFUND-PARKING CITATION	\$118.50
Remit to: MORENO VALLEY, CA					FYTD: \$118.50
CURRY, ELLA	232294	09/25/2017	1451012-1451014	REFUND-DRAWING CLASS	\$37.00
Remit to: MORENO VALLEY, CA					FYTD: \$37.00
D&D SERVICES DBA: D&D DISPOSAL, INC.	232182	09/07/2017	2153	DECEASED ANIMAL REMOVAL SVC-AUG 2017	\$745.00
Remit to: VALENCIA, CA					FYTD: \$2,235.00
DANCING IMAGES, SUSAN ZUPPARDO	232159	09/05/2017	1450506	SPECIAL EVENT REFUND-DANCE CONCERT IN THE PARK	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
DATA TICKET, INC.	20688	09/05/2017	81729	ADMIN CITATION PROCESSING-ANIMAL SVCS-JUL 2017	\$286.34
	20805	09/25/2017	81730	ADMIN CITATION PROCESSING-BLDG & SAFETY-JUL17	\$429.11
Remit to: NEWPORT BEACH, CA					FYTD: \$157,748.32
DE LA PENA , OFELIA	232245	09/18/2017	R17-113569	ANIMAL SERVICES REFUND-RABIES AND SPAY/NEUTER DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00

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DE SANTIS, THOMAS M	232148	09/05/2017	9/12-9/14/17	TRAVEL PER DIEM-2017 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE	\$136.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$136.00
DEBRON GRAPHICS	20689	09/05/2017	JUL-2017	INSTRUCTOR SERVICES-CREATIVE WRITING CLASS	\$21.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$21.00
DELTA DENTAL OF CALIFORNIA	20690	09/05/2017	BE002354360	EMPLOYEE DENTAL INSURANCE-PPO	\$12,276.71
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$35,352.25
DELTACARE USA	20691	09/05/2017	BE002355176	EMPLOYEE DENTAL INSURANCE-HMO	\$4,777.38
Remit to: DALLAS, TX					<u>FYTD:</u> \$13,788.32
DISTINCTIVELY YOURS	20761	09/18/2017	5238	PROMOTIONAL ITEMS FOR FIRE DEPT	\$2,570.79
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,570.79
DMS FACILITY SERVICES	20806	09/25/2017	L44127	SPECIAL CLEANING FOR AUG 2017 EVENT RENTALS-TOWNGATE COMM. CTR	\$945.00
		09/25/2017	L44129	SPECIAL CLEANINGS FOR AUG 2017 EVENT RENTALS-COTTONWOOD GOLF CTR	
Remit to: SOUTH PASADENA, CA					<u>FYTD:</u> \$27,711.46
DRAYTON, TAMI JANOHNE	20807	09/25/2017	JUL-2017	INSTRUCTOR SERVICES-SOUL LINE DANCING CLASS	\$302.40
		09/25/2017	AUG-2017	INSTRUCTOR SERVICES-SOUL LINE DANCING CLASS	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$302.40
DRUMMOND, SANDRA	232246	09/18/2017	R17-113659	ANIMAL SERVICES REFUND-TRAP RENTAL DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00

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E.R. BLOCK PLUMBING & HEATING, INC.	20692	09/05/2017	124306	BACKFLOW DEVICE TESTS-ZONES D, NPDES & SD LMD ZN 02-HS	\$7,333.13
		09/05/2017	124490	REPLACED BACKFLOW DEVICE-ZONE D	
		09/05/2017	124489	BACKFLOW DEVICE REPAIR-SD LMD ZN 02-HS	
		09/05/2017	124341	REPLACED BACKFLOW DEVICE-SD LMD ZN 02-HS	
		09/05/2017	124488	BACKFLOW DEVICE REPAIR-ZONE D	
		09/05/2017	124487	BACKFLOW DEVICE REPAIR-ZONE D	
		09/05/2017	124339	REPLACED BACKFLOW DEVICE-ZONE D	
		09/05/2017	124486	BACKFLOW DEVICE TESTS-ZONES D, M, S & SD LMD ZONES	
		09/05/2017	124338	REPLACED BACKFLOW DEVICE-ZONE D	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$8,008.13
EASTERN MUNICIPAL WATER DISTRICT	232183	09/07/2017	AUG-17 9/11/17	WATER CHARGES	\$3,643.67
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$654,906.15
EDWARDS, FRANCEEN	232296	09/25/2017	1453215	REFUND-TIME FOR TOTS CLASS	\$41.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$41.60
ELLINGTON, ANDREA	232176	09/05/2017	1450910	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
EMERGENT BATTERY TECHNOLOGIES, INC.	20808	09/25/2017	31452	REPLACEMENT BATTERIES (40) FOR BATTERY BACKUP SYSTEMS	\$5,513.70
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$5,513.70
EMPIRE MOWER	232131	09/05/2017	18177	TREE TRIMMING EQUIPMENT PARTS	\$146.27
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$346.17

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
EMPLOYMENT DEVELOPMENT DEPARTMENT	20965	09/01/2017	2ND QTR 2017	UNEMPLOYMENT INSURANCE/CLAIMS 4/1-6/30/17	\$11,014.86
Remit to: SACRAMENTO, CA					FYTD: \$11,014.86
ENCO UTILITY SERVICES MORENO VALLEY LLC	20693	09/05/2017	0402-MF-02018	SOLAR METER INSTALLATION	\$1,262.00
		09/05/2017	0402-MF-02021	SOLAR METER INSTALLATION	
	20809	09/25/2017	40-364A-03	WA# 40-364A CROSSTOWN TIE-ALESSANDRO BLVD.	\$7,565.43
Remit to: ANAHEIM, CA					FYTD: \$1,005,765.19
EVANS ENGRAVING & AWARDS	20694	09/05/2017	81717-8	RETIREMENT PLAQUE-TONY GARCIA	\$43.10
Remit to: BANNING, CA					FYTD: \$360.85
EYERMAN, MARSHALL	232149	09/05/2017	9/13-9/15/17	TRAVEL PER DIEM-2017 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE	\$160.00
Remit to: CORONADO, CA					FYTD: \$160.00
FAHIE, JERRY	232217	09/18/2017	073017	SPORTS OFFICIATING SERVICES-SOFTBALL	\$525.00
		09/18/2017	080617	SPORTS OFFICIATING SERVICES-SOFTBALL	
		09/18/2017	081717 - 083117	SPORTS OFFICIATING SERVICES-SOFTBALL	
		09/18/2017	090717 / 091017	SPORTS OFFICIATING SERVICES-SOFTBALL	
		09/18/2017	081017 / 081317	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: MORENO VALLEY, CA					FYTD: \$966.00
FERGUSON, ROBERT WALLACE	20764	09/18/2017	080317	SPORTS OFFICIATING SERVICES-SOFTBALL	\$357.00
		09/18/2017	073017	SPORTS OFFICIATING SERVICES-SOFTBALL	
		09/18/2017	080617 - 082717	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: RIVERSIDE, CA					FYTD: \$798.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
FILARSKY & WATT, LLP	232267	09/25/2017	AUG 2017	LEGAL SERVICES	\$17,260.50
		09/25/2017	JUL 2017	LEGAL SERVICES	
Remit to: MANHATTAN BEACH, CA					<u>FYTD:</u> \$17,485.50
FIRST AMERICAN DATA TREE, LLC	232268	09/25/2017	20027760717	ONLINE SOFTWARE SUBSCRIPTION-JUL 2017	\$198.00
		09/25/2017	20027760817	ONLINE SOFTWARE SUBSCRIPTION-AUG 2017	
Remit to: PASADENA, CA					<u>FYTD:</u> \$297.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
FIRST CHOICE SERVICES	20695	09/05/2017	613320	WATER PURIF. UNIT RENTAL-CITY YARD	\$481.95
		09/05/2017	613325	WATER PURIF. UNIT RENTAL-FIRE STATION 58	
		09/05/2017	613319	WATER PURIF. UNIT RENTAL-CONF. & REC. CTR.	
		09/05/2017	613326	WATER PURIF. UNIT RENTAL-FIRE STATION 65	
		09/05/2017	613317	WATER PURIF. UNITS RENTAL-CITY HALL/1ST FLOOR	
		09/05/2017	613318	WATER PURIF. UNITS RENTAL-CITY HALL/2ND FLOOR	
		09/05/2017	613315	WATER PURIF. UNITS RENTAL-ANIMAL SHELTER	
		09/05/2017	613323	WATER PURIF. UNIT RENTAL-FIRE STATION 6	
		09/05/2017	613316	WATER PURIF. UNIT RENTAL-ANNEX 1	
		09/05/2017	613322	WATER PURIF. UNIT RENTAL-FIRE STATION 2	
		09/05/2017	613324	WATER PURIF. UNIT RENTAL-FIRE STATION 48	
		09/05/2017	613329	WATER PURIF. UNIT RENTAL-LIBRARY	
		09/05/2017	613327	WATER PURIF. UNIT RENTAL-FIRE STATION 91	
		09/05/2017	613330	WATER PURIF. UNIT RENTAL-PUBLIC SAFETY BLDG.	
		09/05/2017	613331	WATER PURIF. UNIT RENTAL-SENIOR CTR.	
		09/05/2017	613332	WATER PURIF. UNIT RENTAL-TRANSP. TRAILER	
		09/05/2017	613321	WATER PURIF. UNIT RENTAL-EMERGENCY OP'S. CTR.	



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FIRST CHOICE SERVICES	20765	09/18/2017	614986	WATER PURIF. UNITS RENTAL-CITY HALL/1ST FLOOR	\$481.95
		09/18/2017	614985	WATER PURIF. UNIT RENTAL-ANNEX 1	
		09/18/2017	614987	WATER PURIF. UNITS RENTAL-CITY HALL/2ND FLOOR	
		09/18/2017	614988	WATER PURIF. UNIT RENTAL-CONF. & REC. CTR.	
		09/18/2017	614989	WATER PURIF. UNIT RENTAL-CITY YARD	
		09/18/2017	615000	WATER PURIF. UNIT RENTAL-SENIOR CTR.	
		09/18/2017	614992	WATER PURIF. UNIT RENTAL-FIRE STATION 6	
		09/18/2017	614994	WATER PURIF. UNIT RENTAL-FIRE STATION 58	
		09/18/2017	615001	WATER PURIF. UNIT RENTAL-TRANSP. TRAILER	
		09/18/2017	614990	WATER PURIF. UNIT RENTAL-EMERGENCY OP'S. CTR.	
		09/18/2017	614999	WATER PURIF. UNIT RENTAL-PUBLIC SAFETY BLDG.	
		09/18/2017	614998	WATER PURIF. UNIT RENTAL-LIBRARY	
		09/18/2017	614996	WATER PURIF. UNIT RENTAL-FIRE STATION 91	
		09/18/2017	614995	WATER PURIF. UNIT RENTAL-FIRE STATION 65	
		09/18/2017	614984	WATER PURIF. UNITS RENTAL-ANIMAL SHELTER	
09/18/2017	614993	WATER PURIF. UNIT RENTAL-FIRE STATION 48			
09/18/2017	614991	WATER PURIF. UNIT RENTAL-FIRE STATION 2			
Remit to: ONTARIO, CA					FYTD: \$1,675.35
FIRST INDUSTRIAL REALTY TRUST	20696	09/05/2017	269177200	PROPERTY LEASE RENTAL-SEPT 2017	\$546.00
Remit to: PASADENA, CA					FYTD: \$1,665.30
FORM PRINT COMPANY FPC GRAPHICS	232132	09/05/2017	92336	NCR REQUEST FOR SERVICE FORMS (500)	\$124.99
		09/07/2017	92324	ANIMAL SHELTER 15-DAY DOOR NOTICES (CANVASSING)	\$1,681.76
Remit to: RIVERSIDE, CA					FYTD: \$1,806.75

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
FRANKLIN, L. C.	20766	09/18/2017	AUG-2017	MILEAGE REIMBURSEMENT	\$237.54
Remit to: PERRIS, CA					<u>FYTD:</u> \$237.54
FRONTIER COMMUNICATIONS/FORMERLY VERIZON	20811	09/25/2017	7002Z183-S-17248	BACKBONE COMMUNICATION SERVICE 9/5-10/4/17	\$1,950.10
Remit to: ROCHESTER, NY					<u>FYTD:</u> \$5,855.30
FRONTIER COMMUNICATIONS/FORMERLY VERIZON CALIF.	232218	09/18/2017	030804-5 8/28/17	FOREIGN EXCHANGE BUSINESS LISTING-MV UTILITY	\$21.04
	232269	09/25/2017	082109-5/SEPT17	PHONE SERVICES-EMPLOYMENT RESOURCE CTR 9/4-10/3/17	\$621.84
Remit to: CINCINNATI, OH					<u>FYTD:</u> \$2,122.33
GALLS INC., INLAND UNIFORM	20767	09/18/2017	BC0452344	UNIFORMS FOR PARK RANGER-ERIC MENZIES	\$2,545.64
		09/18/2017	BC0456547	UNIFORMS FOR PARK RANGER-AMANDA INGRAHAM	
		09/18/2017	8200664	ANIMAL CONTROL OFFICER UNIFORMS	
		09/18/2017	8204883	ANIMAL CONTROL OFFICER UNIFORMS	
		09/18/2017	008158038	CREDIT INVOICE-RETURNED UNIFORMS FOR BRETT MURRAY	
		09/18/2017	8238575	ANIMAL CONTROL OFFICER UNIFORMS	
Remit to: CHICAGO, IL					<u>FYTD:</u> \$2,545.64
GARCIA, ANA	232297	09/25/2017	1452220 1452221	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00

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GARDNER COMPANY, INC.	20768	09/18/2017	59311	HVAC PREVENTIVE MAINT-ANIMAL SHELTER	\$5,647.70
		09/18/2017	59309	HVAC PREVENTIVE MAINT-LIBRARY	
		09/18/2017	60137	HVAC REPLACEMENT WORK-CONFERENCE & REC CTR	
		09/18/2017	60149	HVAC DUCT WORK-ANIMAL SHELTER	
		09/18/2017	60176	HVAC SYSTEM WORK-PUBLIC SAFETY BLDG	
		09/18/2017	60078	HVAC CIRCUIT WORK-PUBLIC SAFETY BLDG	
Remit to: MURRIETA, CA					FYTD: \$13,031.03
GIBA, JEFFREY J.	232150	09/05/2017	9/13-9/15/17	TRAVEL PER DIEM-2017 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE/EXPO	\$160.00
Remit to: MORENO VALLEY, CA					FYTD: \$160.00
GIRON, LISSETTE	20697	09/05/2017	SUMMER 2017	TUITION REIMBURSEMENT	\$1,905.00
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$1,905.00
GOLDEN STAR TECHNOLOGY DBA: GST	232185	09/07/2017	INV10085	SWITCHES FOR REDUDANT INTERNET (3 UNITS)	\$5,077.98
Remit to: CERRITOS, CA					FYTD: \$5,077.98
GONZALEZ, ERLAN	232298	09/25/2017	258063/258113	REISSUE UNCLAIMED/STALE DATED PAYROLL CHECKS	\$194.80
Remit to: MORENO VALLEY, CA					FYTD: \$194.80
GOZDECKI, DAN	20698 20812	09/05/2017	AUG-2017	INSTRUCTOR SERVICES-KUNG FU YOUTH & ADULT CLASSES	\$352.80
		09/25/2017	SEP-2017 YOUTH	INSTRUCTOR SERVICES-KUNG FU CLASS	\$367.20
		09/25/2017	SEP-2017 ADULT	INSTRUCTOR SERVICES-KUNG FU CLASS	
Remit to: MORENO VALLEY, CA					FYTD: \$896.40

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GRAVES & KING, LLP	20814	09/25/2017	1707-0009953-02	LEGAL SERVICES-CLAIM MV1674 (B. CONTRERAS)	\$24,005.10
		09/25/2017	1707-0009954-01	LEGAL SERVICES-CLAIM MV1445 (D. KIEFER)	
		09/25/2017	1707-0009808-02	LEGAL SERVICES-CLAIM MV1622 (K. CABRERA)	
		09/25/2017	1707-0009936-03	LEGAL SERVICES-CLAIM MV1707 (T. HUFF)	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$121,910.20
GREENSTONE MATERIALS	232270	09/25/2017	42366	ASPHALT/CONCRETE DUMP FEES	\$949.00
Remit to: SAN JUAN CAPISTRANO, CA					<u>FYTD:</u> \$1,092.00
GUTIERREZ, ANGEL	20769	09/18/2017	9/24-9/28/17	TRAVEL PER DIEM-EMERGENCY MANAGEMENT TRAINING	\$288.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$288.00
GUTIERREZ, YXSTIAN	232286	09/25/2017	9/21-9/23/17	TRAVEL PER DIEM-NALEO POLICY INSTITUTE ON HIGHER EDUCATION	\$184.00
		09/25/2017	8/21-8/22/17	TRAVEL PER DIEM-TRIP REPRESENTING CITY FOR STATE MATTERS	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$184.00
HAAKER EQUIPMENT	20770	09/18/2017	W47632	ANIMAL SHELTER FLOOR SCRUBBER REPAIRS	\$288.19
Remit to: LA VERNE, CA					<u>FYTD:</u> \$288.19
HARGIS, STEVE	20699	09/05/2017	9/13-9/15/17	TRAVEL PER DIEM-2017 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE/EXPO	\$160.00
	20815	09/25/2017	10/1-10/4/17	TRAVEL PER DIEM-MUNICIPAL INFORMATION SYSTEMS ASSOC. OF CALIFORNIA 2017 CONFERENCE/AWARD ACCEPTANCE	\$259.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$419.00
HARTMAN, RACHEL	232299	09/25/2017	1453533	COTTONWOOD GOLF CTR RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
HATHAWAY, MEGAN	232300	09/25/2017	R17-113977	ANIMAL SERVICES REFUND-CAT ADOPTION	\$5.00
Remit to: MORENO VALLEY, CA					FYTD: \$5.00
HATZL-PATTERSON, NINA MICHELE	20771	09/18/2017	9/16-9/20/17	TRAVEL PER DIEM & AIRFARE REIMBURSEMENT-INTERNATIONAL ECONOMIC DEVELOPMENT COUNCIL 2017 ANNUAL CONFERENCE	\$855.50
Remit to: RIVERSIDE, CA					FYTD: \$855.50
HDL COREN & CONE	232219	09/18/2017	0024137-IN	CONTRACT SERVICES-PROPERTY TAX SOFTWARE MAINT (JUL-SEPT 2017)	\$5,362.50
Remit to: DIAMOND BAR, CA					FYTD: \$5,362.50
HDL SOFTWARE LLC	232220	09/18/2017	0011300-IN	BUSINESS LICENSE & FALSE ALARM ANNUAL USE FEE 8/1/17-7/31/18	\$14,464.83
Remit to: DIAMOND BAR, CA					FYTD: \$14,464.83
HDR ENGINEERING, INC	20700	09/05/2017	1200068798	DESIGN SERVICES-KITCHING ST SUBSTATION/SWITCHYARD 7/2-8/5/17	\$1,167.08
Remit to: CHICAGO, IL					FYTD: \$3,174.51
HENDERSON, GINA	20701	09/05/2017	SUMMER 2017	TUITION REIMBURSEMENT	\$1,425.00
Remit to: RIVERSIDE, CA					FYTD: \$1,425.00
HERNANDEZ, ANGELICA	232301	09/25/2017	1453527	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
HERNANDEZ, DAISY	232202	09/07/2017	R17-113431	ANIMAL SERVICES REFUND-RETURN ADOPTION FEES	\$82.00
Remit to: MORENO VALLEY, CA					FYTD: \$82.00
HOSOPO CORPORATION	232203	09/07/2017	BON17-0193	REFUND-CANCELLED BLDG PERMIT-24816 MORNING MIST	\$266.42
Remit to: HEMET, CA					FYTD: \$266.42

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HOUSER, MELANIE JEAN	20702	09/05/2017	1023	TRANSCRIPTION SERVICES-7/20/17 PLANNING COMMISSION MEETING	\$229.32
Remit to: ST. PETERSBURG, FL					FYTD: \$545.52
IBARRA, ANARUTH	232302	09/25/2017	MVA050003107	REFUND PARKING CITATION	\$41.00
Remit to: MORENO VALLEY, CA					FYTD: \$41.00
IES COMMERCIAL, INC	20773	09/18/2017	135847	SECURITY CAMERA SYSTEM-BOX SPRINGS RADIO TOWER SITE	\$23,287.34
Remit to: TEMPE, AZ					FYTD: \$29,214.91

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INLAND EMPIRE PROPERTY SERVICE, INC	20703	09/05/2017	474	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 478-174-023	\$10,775.40			
		09/05/2017	476	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 478-174-021				
		09/05/2017	479	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 478-166-016				
		09/05/2017	478	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 478-174-020				
		09/05/2017	473	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 478-174-024				
		09/05/2017	484	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 312-300-034				
		09/05/2017	483	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 312-260-017				
		09/05/2017	482	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 308-030-019				
		09/05/2017	481	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 316-030-014				
		09/05/2017	480	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 484-231-016				
		09/05/2017	475	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 478-174-022				
		09/05/2017	477	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 478-174-019				
		09/05/2017	487	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 487-470-014				
		09/05/2017	499	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 308-451-012				
		09/05/2017	496	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 308-453-013				
		09/05/2017	488	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 479-230-018				
		09/05/2017	500	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 292-241-011				
			20730	09/07/2017		17107	WEED ABATEMENT SVC-EQUESTRIAN WAY/KENTUCKY DERBY	\$6,595.00
				09/07/2017		17111	WEED ABATEMENT SVC-EQUESTRIAN CTR	
				09/07/2017		17110	WEED ABATEMENT SVC-MARCH FIELD	
09/07/2017	17109			WEED ABATEMENT SVC-LASALLE/CREMELLO WAY				
09/07/2017	17108			WEED ABATEMENT SVC-FUNNYSIDE CT/EQUESTRIAN WAY				

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INLAND EMPIRE PROPERTY SERVICE, INC	20774	09/18/2017	507	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 292-280-018	\$9,654.80
		09/18/2017	510	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 474-161-035	
		09/18/2017	505	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 487-470-033	
		09/18/2017	508	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 479-050-010	
		09/18/2017	506	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 488-260-002	
		09/18/2017	511	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 488-260-001	
		09/18/2017	503	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 486-310-041	
		09/18/2017	492	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 478-080-013	
		09/18/2017	502	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 488-080-022	
		09/18/2017	509	WEED ABATEMENT SVCS-FIRE PREVENTION-APN 486-310-038	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$82,653.35
INLAND FOUNDATION ENGINEERING, INC	20775	09/18/2017	17873	ADA PEDESTRIAN RAMPS-CYCLE 6-GEOTECHNICAL SVCS	\$4,321.00
Remit to: SAN JACINTO, CA					<u>FYTD:</u> \$7,706.00

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INLAND OVERHEAD DOOR COMPANY	232133	09/05/2017	41411	ROLL UP DOOR REPAIR-FIRE STATION 2	\$5,840.25
		09/05/2017	41298	ROLL UP DOORS PREVENTIVE MAINT-ANNEX 1	
		09/05/2017	41413	ROLL UP DOOR REPAIR-FIRE STATION 58	
		09/05/2017	41414	AUTO GATE REPAIR-ANIMAL SHELTER	
		09/05/2017	41406	ROLL UP DOOR REPAIR-FIRE STATION 6 (WEST DOOR BRAKE KIT)	
		09/05/2017	41412	ROLL UP DOOR REPAIR-FIRE STATION 6 (FRONT SOUTHEAST DOOR)	
		09/05/2017	41416	ROLL UP DOOR REPAIR-CITY YARD	
		09/05/2017	41174	ROLL UP DOOR REPAIR-FIRE STATION 6 (WEST DOOR)	
		09/05/2017	41305	ROLL UP DOORS PREVENTIVE MAINT-FIRE STATION 65	
		09/05/2017	41388	FURNISH/INSTALL NEW HP GEARHEAD OPERATOR-FIRE STATION 65	
		09/05/2017	41307	ROLL UP DOORS/AUTO GATE PREVENTIVE MAINT-FIRE STATION 99	
		09/05/2017	41301	ROLL UP DOORS/AUTO GATES PREVENTIVE MAINT-FIRE STATION 2	
		09/05/2017	41297	ROLL UP DOORS/AUTO GATES PREVENTIVE MAINT-CITY YARD	
		09/05/2017	41338	ROLL UP DOOR REPAIR-PUBLIC SAFETY BLDG.	
		09/05/2017	41415	AUTO GATES ROLLERS REPLACEMENT-PUBLIC SAFETY BLDG.	
		09/05/2017	41390	ROLL UP DOOR REPAIR-FIRE STATION 99	
		232221	09/18/2017	41528	ROLL UP DOOR REPAIR-FIRE STATION 91
09/18/2017	41471		ROLL UP DOOR REPAIR-FIRE STATION 99		
Remit to: COLTON, CA					FYTD: \$12,884.75
INSIDE PLANTS, INC.	20731	09/07/2017	65809	INSIDE PLANTS MAINT. SVC-JUL 2017	\$250.00
		09/07/2017	66194	INSIDE PLANTS MAINT. SVC-AUG 2017	
	20816	09/25/2017	66594	INSIDE PLANTS MAINT. SVC-SEPT 2017	\$125.00
Remit to: CORONA, CA					FYTD: \$375.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
INTERNATIONAL NAMEPLATE SUPPLIES	232222	09/18/2017	461688	POLICE VEHICLE DECAL KIT	\$4,274.00
		09/18/2017	460922	POLICE VEHICLE DECAL KIT	
Remit to: LONGVIEW, TX					FYTD: \$4,274.00
INTERPRETERS UNLIMITED	20817	09/25/2017	M17M7-13197	LANGUAGE INTERPRETATION SERVICE	\$22.00
Remit to: SAN DIEGO, CA					FYTD: \$98.00
IRON MOUNTAIN, INC	20704	09/05/2017	201380792	OFF-SITE DATA STORAGE-JUL 2017	\$933.93
	20818	09/25/2017	201404993	OFF-SITE DATA STORAGE-AUG 2017	\$973.61
Remit to: PASADENA, CA					FYTD: \$3,477.82
IWEKA, FRIDA	232303	09/25/2017	1452214	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
JACOBO, MARGARITA	232304	09/25/2017	1453271	REFUND-DOG OBEIDIENCE CLASS CANCELLED	\$99.00
Remit to: MORENO VALLEY, CA					FYTD: \$99.00
JACQUEZ-NARES, PAT	232152	09/05/2017	9/12-9/15/17	TRAVEL PER DIEM-2017 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE	\$200.00
Remit to: ANAHEIM, CA					FYTD: \$200.00
JAMES, SHERRY	232160	09/05/2017	R17-113353	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
JEFFERSON, ALICA	232247	09/18/2017	R17-110346	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
JOE A. GONSALVES & SON	20732	09/07/2017	155967	STATE LOBBYIST SERVICES-SEPT 2017	\$3,045.00
Remit to: SACRAMENTO, CA					FYTD: \$9,045.00
JOHNSON, TRACY	232272	09/25/2017	AUG-2017	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$220.40
Remit to: MORENO VALLEY, CA					FYTD: \$709.00
JOHNSON MEZZCAP	20776	09/18/2017	1108	LITE OWLS & E-SERIES EQUIPMENT LEASE-SEPT 2017	\$6,730.53
		09/18/2017	1106	LITE OWLS & E-SERIES EQUIPMENT LEASE-JUL 2017	
		09/18/2017	1107	LITE OWLS & E-SERIES EQUIPMENT LEASE-AUG 2017	
Remit to: DALLAS, TX					FYTD: \$6,730.53
JTB SUPPLY CO., INC.	20819	09/25/2017	103051	TRAFFIC SIGNAL MAINT SUPPLIES	\$13,398.72
		09/25/2017	103110	TRAFFIC SIGNAL MAINT SUPPLIES	
		09/25/2017	103052	TRAFFIC SIGNAL MAINT SUPPLIES	
Remit to: ORANGE, CA					FYTD: \$13,398.72
KASCO , LLC	232204	09/07/2017	BL#03624-YR2017	REFUND OF OVERPAYMENT FOR BL#03624	\$141.85
Remit to: SAINT LOUIS, MO					FYTD: \$141.85
KB HOME INLAND EMPIRE	232161	09/05/2017	PSN17-0076	REFUND 80% PLANNING FEES PAID-APPLICATION SUBMITTED IN ERROR	\$386.40
Remit to: WILDOMAR, CA					FYTD: \$386.40
KOCZANOWICZ, MARTIN D,	232153	09/05/2017	9/12-9/15/17	TRAVEL PER DIEM-2017 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE	\$200.00
Remit to: GLENDALE, CA					FYTD: \$200.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
KRAFTSMAN TRAILERS	232186	09/07/2017	K17-3693	PURCHASE 2017 KRAFTSMAN GP-14K FLATBED TRAILER	\$9,680.00
Remit to: RAMSEUR, NC					FYTD: \$9,680.00
LANDCARE USA, LLC	20705	09/05/2017	80397	LANDSCAPE MAINT-ZONES 7, SD LMD 01, 01A & 08-JUL 2017	\$11,557.35
	20820	09/25/2017	86770	LANDSCAPE MOWING-ZONE A-AUG 2017	\$12,937.27
		09/25/2017	86792	LANDSCAPE MOWING-CFD #1-AUG 2017	
		09/25/2017	83826	IRRIGATION REPAIRS-ZONES 07, SD LMD 01 & 01A	
Remit to: RIVERSIDE, CA					FYTD: \$71,837.14
LARA, JOSEPH R.	232287	09/25/2017	9/30-10/4/17	TRAVEL PER DIEM & MILEAGE-MUNICIPAL INFORMATION SYSTEMS ASSOC. OF CALIFORNIA 2017 CONFERENCE/AWARD ACCEPTANCE	\$378.37
Remit to: LAKE ELSINORE, CA					FYTD: \$378.37
LAW OFFICES OF ABIGAIL SMITH	232162	09/05/2017	PAA17-0002	REFUND 100% PLANNING FEES PAID-APPEAL DENIED	\$750.00
Remit to: SAN DIEGO, CA					FYTD: \$750.00
LEADING EDGE LEARNING CENTER	232273	09/25/2017	SEP-2017	INSTRUCTOR SERVICES-GED TEST & READING RASCALS CLASSES	\$600.00
Remit to: RIVERSIDE, CA					FYTD: \$2,040.00
LEE-MCDUFFIE, PRECIOUS	20706	09/05/2017	AUG-2017	INSTRUCTOR SERVICES-ACTING & SPEECH CLASSES FOR KIDS/LITTLE ONES	\$761.40
		09/05/2017	JUL-2017	INSTRUCTOR SERVICES-ACTING & SPEECH CLASSES FOR KIDS/LITTLE ONES	
	20821	09/25/2017	SEP-2017	INSTRUCTOR SERVICES-ACTING & SPEECH CLASSES FOR KIDS/LITTLE ONES	\$502.20
Remit to: MORENO VALLEY, CA					FYTD: \$1,263.60

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
LEIVAS, INC. DBA: LEIVAS LIGHTING	20822	09/25/2017	237669	LANDSCAPE LIGHTING MAINTENANCE-JUL17	\$450.00
Remit to: RIVERSIDE, CA					FYTD: \$7,360.56
LEXISNEXIS PRACTICE MANAGEMENT	20823	09/25/2017	3091064949	LEGAL RESEARCH TOOLS-JUL17	\$1,088.25
Remit to: CHICAGO, IL					FYTD: \$2,176.50
LIEBERT, CASSIDY, WHITMORE	232187	09/07/2017	1444691	LEGAL SERVICES-MO140-00017	\$13,052.20
		09/07/2017	1444690	LEGAL SERVICES-MO140-00016	
	232274	09/25/2017	1446162	LEGAL SERVICES-MO140-00017	\$5,818.85
Remit to: LOS ANGELES, CA					FYTD: \$50,863.40
LILLY, ANA	20733	09/07/2017	00005	GRAPHICS/WEB DESIGN SVCS 8/28-9/7/17	\$705.30
	20825	09/25/2017	00006	GRAPHICS/WEB DESIGN 9/11-9/23/17	\$548.25
Remit to: RIVERSIDE, CA					FYTD: \$4,222.20
LINCOLN CLUB OF RIVERSIDE COUNTY	232163	09/05/2017	9/8/17 EVENT	LUNCHEON EVENT-COUNCIL MEMBER GIBA	\$50.00
	232164	09/05/2017	9/8/17 EVENT	LUNCHEON EVENT-MAYOR PRO TEM BACA	\$50.00
	232305	09/25/2017	9/8/17 EVENT	LUNCHEON EVENT-COUNCIL MEMBER CABRERA	\$50.00
	232306	09/25/2017	9/8/17 EVENT	LUNCHEON EVENT-COUNCIL MEMBER MARQUEZ	\$50.00
Remit to: CORONA, CA					FYTD: \$260.00
LOPEZ, ANDRES	232248	09/18/2017	R17-112454	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					FYTD: \$20.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
LYONS SECURITY SERVICE, INC	20734	09/07/2017	24199	SECURITY GUARD SVCS-MV UTILITY-AUG 2017	\$565.76
		09/07/2017	24121	SECURITY GUARD SVCS-MV UTILITY-JUL 2017	
		09/07/2017	24120	SECURITY GUARD SVCS-TOWNGATE COMM CTR-JUL 2017	
	20777	09/18/2017	24116	SECURITY GUARD SVCS-CITY HALL-JUL 2017	\$12,164.92
		09/18/2017	24196	SECURITY GUARD SVCS-LIBRARY-AUG 2017	
		09/18/2017	24201	SECURITY GUARD SVCS-CITY HALL-AUG 2017	
	20826	09/25/2017	24194	SECURITY GUARD SVCS-CONFERENCE & REC CTR SPECIAL EVENTS-AUG 2017	\$14,359.13
			24117	SECURITY GUARD SVCS-CONFERENCE & REC CTR-JUL 2017	
			24200	SECURITY GUARD SVCS-CONFERENCE & REC CTR-AUG 2017	
			24198	SECURITY GUARD SVCS-TOWNGATE COMM CTR-AUG 2017	
			24195	SECURITY GUARD SVCS-COTTONWOOD GOLF CTR SPECIAL EVENTS-AUG 2017	
			24118	SECURITY GUARD SVCS-SENIOR CTR-JUL 2017	
			24197	SECURITY GUARD SVCS-SENIOR CTR-AUG 2017	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$54,795.20
MACIAS , VICTORIA	232249	09/18/2017	R17-113408	ANIMAL SERVICES REFUND-RETURN ADOPTION FEES	\$67.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$67.00
MAGOULAS, TIFFANY V	232307	09/25/2017	MVA020004990	REFUND-PARKING CITATION	\$47.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$47.50
MALCOLM SMITH MOTORCYCLES, INC.	20827	09/25/2017	5133217	MAINT./REPAIRS-PD TRAFFIC MOTORCYCLE	\$5,712.07
		09/25/2017	5134089	MAINT./REPAIRS-PD TRAFFIC MOTORCYCLE	
		09/25/2017	5133758	MAINT./REPAIRS-PD TRAFFIC MOTORCYCLE	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$7,462.99

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
MARINAJ BANQUETS & EVENTS	232205	09/07/2017	BL#22887-YR2017	REFUND OF OVERPAYMENT FOR BL#22887	\$139.50
Remit to: MORENO VALLEY, CA					FYTD: \$139.50
MARIPOSA LANDSCAPES, INC.	20707	09/05/2017	77796	LANDSCAPE EXTRA WORK-JUL17-REPLACED WORN-OUT NOZZLES	\$11,192.60
		09/05/2017	77688	LANDSCAPE MAINT.-SD LMD ZN 02-JUL 2017	
	20735	09/07/2017	77189	LANDSCAPE EXTRA WORK-IRRIGATION UPGRADE-ANIMAL SHELTER	\$332.72
	20778	09/18/2017	77986	LANDSCAPE MAINT.-ANNEX 1-AUG17	\$9,263.20
		09/18/2017	77985	LANDSCAPE MAINT.-CITY HALL-AUG17	
		09/18/2017	77984	LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91 & 99-AUG17	
		09/18/2017	77769	LANDSCAPE MAINT.-VETERAN'S MEMORIAL-JUL17	
		09/18/2017	77768	LANDSCAPE MAINT.-ANNEX 1-JUL17	
		09/18/2017	77767	LANDSCAPE MAINT.-CITY HALL-JUL17	
		09/18/2017	77766	LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91 & 99-JUL17	
		09/18/2017	77987	LANDSCAPE MAINT.-VETERAN'S MEMORIAL-AUG17	
Remit to: IRWINDALE, CA					FYTD: \$95,044.06
MARQUEZ, DAVID	20708	09/05/2017	9/12-9/15/17	TRAVEL PER DIEM-2017 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE/EXPO	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
MCBEAN, MARY	232308	09/25/2017	1452196 1452197	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
MCCAIN TRAFFIC SUPPLY	232188	09/07/2017	INV0222329	TRAFFIC SIGNAL EQUIPMENT	\$640.04
Remit to: VISTA, CA					FYTD: \$55,078.60

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MCCLAIN, MELISSA	20736	09/07/2017	9/11-9/14/17	TRAVEL PER DIEM & MILEAGE-WESTEC 2017 EVENT/BOOTH	\$268.48
Remit to: APPLE VALLEY, CA					FYTD: \$268.48
MCCUE, DONALD	232250	09/18/2017	R17-109233	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: REDLANDS, CA					FYTD: \$75.00
MEJIA, TIMOTHY	232223	09/18/2017	090717	SPORTS OFFICIATING SERVICES-SOFTBALL	\$126.00
		09/18/2017	082417 / 083117	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: FONTANA, CA					FYTD: \$126.00
MELLENDEZ, JACKIE	20737	09/07/2017	9/11-9/14/17	TRAVEL PER DIEM & MILEAGE-WESTEC 2017 EVENT/BOOTH	\$268.48
Remit to: UPLAND, CA					FYTD: \$1,082.58
MENGISTU, YESHIALEM	20779	09/18/2017	AUG-2017	MILEAGE REIMBURSEMENT	\$162.64
Remit to: MORENO VALLEY, CA					FYTD: \$162.64
MERCHANTS LANDSCAPE SERVICES INC	20709	09/05/2017	50396	IRRIGATION REPAIRS-SD LMD ZN 03 & 04-JUL17	\$3,273.03
Remit to: MONTEREY PARK, CA					FYTD: \$397,102.21
MICHAEL BAKER INTERNATIONAL, INC	20828	09/25/2017	988602	CONSULTING SERVICES-ENGINEERING AND TRAFFIC SURVEYS	\$945.00
Remit to: LOS ANGELES, CA					FYTD: \$15,849.58
MOLINA HEALTH CARE	232165	09/05/2017	1450901	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: LONG BEACH, CA					FYTD: \$200.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MONTGOMERY PLUMBING INC	232189	09/07/2017	081217	PLUMBING REPAIR-HYDROJET KENNEL LINES AT ANIMAL SHELTER	\$1,414.50
		09/07/2017	081117	PLUMBING REPAIR-CLEAR DRAIN AT PUBLIC SAFETY BLDG.	
		09/07/2017	081017	PLUMBING REPAIR-LEAK IN MEN'S RESTROOM AT CONFERENCE & REC. CTR.	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,851.50
MORENO VALLEY CHAMBER OF COMMERCE	232136	09/05/2017	2017/18	LEADERSHIP MORENO VALLEY PROGRAM TUITION & FEES-PAT JACQUEZ-NARES	\$650.00
	232190	09/07/2017	5817	WAKE-UP MORENO VALLEY MEETING ATTENDANCE-7/26/17	\$210.00
		09/07/2017	5888	STATE OF THE CITY ADDRESS REGISTRATION-ALLEN BROCK	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$860.00
MORENO VALLEY CHEER SQUAD	232322	09/25/2017	09192017	SPONSORSHIP-MORENO VALLEY CHEER SQUAD PROGRAM-COUNCIL MEMBER MARQUEZ	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$500.00
MORENO VALLEY HISPANIC CHAMBER OF COMMER	232275	09/25/2017	5/2/15 REFUND	MOBILE STAGE RENTAL REFUND-CINCO DE MAYO EVENT	\$100.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$100.00
MOST DEPENDABLE FOUNTAINS, INC	232138	09/05/2017	INV46996	ADA PARK FOUNTAINS	\$24,834.63
Remit to: ARLINGTON, TN					<u>FYTD:</u> \$24,834.63
MOULTRY, LAURA	232206	09/07/2017	R17-113390	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
NAMEKATA, DOUGLAS	20710	09/05/2017	AUG-2017	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$220.40
	20829	09/25/2017	SEP-2017	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$297.80
Remit to: RIVERSIDE, CA					FYTD: \$1,006.80
NAMEKATA, JAMES	20711	09/05/2017	AUG-2017	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$220.40
	20830	09/25/2017	SEP-2017	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$297.80
Remit to: RIVERSIDE, CA					FYTD: \$1,006.80
NEW AMERICAN FUNDING	232166	09/05/2017	1450288 1450289	CONFERENCE & REC. CTR. RENTAL REFUND	\$2,000.00
Remit to: RIVERSIDE, CA					FYTD: \$2,000.00
NEW HORIZON MOBILE HOME PARK	20739	09/07/2017	AUGUST 2017	UUT REFUND FOR AUGUST 2017	\$12.46
Remit to: LOS ANGELES, CA					FYTD: \$37.80
NEW IMAGE COMMERCIAL FLOORING	20712	09/05/2017	14524	REPLACE FLOORING IN 2 RESTROOMS-FIRE STATION 65	\$4,165.75
Remit to: SAN BERNARDINO, CA					FYTD: \$4,165.75
ONESOURCE DISTRIBUTORS, INC.	20713	09/05/2017	S5558688.001	LED STREETLIGHT FIXTURES	\$383.59
Remit to: OCEANSIDE, CA					FYTD: \$9,736.29
OROZCO, ROSA	232167	09/05/2017	1450875	REFUND-LATIN DANCE CLASS CANCELLED	\$47.00
Remit to: MORENO VALLEY, CA					FYTD: \$47.00

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PAINTING BY ZEB BODE	20714	09/05/2017	08282017	PAINTING OF MARCH FIELD PARK COMM. CTR. TIME FOR TOTS ROOM	\$1,650.00
	20740	09/07/2017	09032017	WINDOW BLINDS PURCHASE/INSTALLATION-MARCH FIELD PARK COMM. CTR. TIME FOR TOTS ROOM	\$1,600.00
Remit to: NORCO, CA					FYTD: \$14,700.00
PALAU, SHANNA	20832	09/25/2017	SUMMER 2017	TUITION REIMBURSEMENT	\$2,000.00
Remit to: RIVERSIDE, CA					FYTD: \$2,000.00
PAW PERFECTION PET GROOMING	20741	09/07/2017	469788	GROOMING SERVICES-ANIMAL SHELTER	\$85.00
		09/07/2017	469789	GROOMING SERVICES-ANIMAL SHELTER	
Remit to: MORENO VALLEY, CA					FYTD: \$1,505.00
PENCO ENGINEERING CO.	20833	09/25/2017	21150	FARRAGUT AVE/SHERMAN AVE-CONSTRUCTION SUPPORT SERVICES	\$8,930.00
		09/25/2017	21132	HEACOCK ST/IRIS AVE TO GENTIAN AVE- SURVEY SERVICES	
Remit to: IRVINE, CA					FYTD: \$13,520.00
PENDLETON, GEORGIA	232207	09/07/2017	RCT#7496	REFUND-LIBRARY FEES (FOR FAX NOT RECEIVED BY RECIPIENT)	\$6.00
Remit to: RIVERSIDE, CA					FYTD: \$6.00
PERALTA, ARACELI	232309	09/25/2017	MVA030001701	REFUND-PARKING CITATION	\$442.50
Remit to: MORENO VALLEY, CA					FYTD: \$442.50
PERCEPTIVE ENTERPRISES, INC.	20781	09/18/2017	MVL-35	DISADVANTAGED BUSINESS ENTERPRISE CONSULTANT SERVICES	\$4,620.00
Remit to: LOS ANGELES, CA					FYTD: \$8,580.00
PEREZ, MARIA E.	232208	09/07/2017	R17-112632	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00

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PERSON, RENEE	232168	09/05/2017	R17-110663	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00
PETALS THE CLOWN & FRIENDS	20835	09/25/2017	202 - 8/10/17	BALLOON TWISTING & MAGIC SHOW ON 8/10/17 FOR TIME FOR TOTS	\$425.00
		09/25/2017	203 - 9/9/17	BALLOON TWISTING & MAGIC SHOW ON 9/9/17 FOR YOUTHFEST	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$425.00
PETTY CASH - FINANCE	232239	09/18/2017	JUL-AUG 2017	PETTY CASH FUND REPLENISHMENT	\$908.94
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,921.38
PRECISION LANDSCAPE SERVICES,LLC	232139	09/05/2017	9	PROFESSIONAL SVCS-CLAIM MV 1622 (K. CABRERA)	\$1,200.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,200.00
PRESS ENTERPRISE/CALIFORNIA NEWSPAPERS PARTNERSHIP	232140	09/05/2017	0010998184	LEGAL ADVERTISING FOR ORDINANCE NO. 923	\$70.20
	232224	09/18/2017	0010977776	ADVERTISING FOR BOARDS AND COMMISSIONS VACANCIES LEGAL	\$306.00
	232276	09/25/2017	0011008690	ADVERTISING-ORDINANCE NO. 924 SUMMARY-1ST READING	\$225.00
		09/25/2017	0011008693	LEGAL ADVERTISING-ORDINANCE NO. 925 SUMMARY-1ST READING	
		09/25/2017	0011008689	LEGAL ADVERTISING-ORDINANCE NO. 923-2ND READING	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$601.20
PROCTOR & GAMBLE	232310	09/25/2017	CK NO. 230466	REISSUE STALE DATED CHECK-REFUND FIRE INSPECTION FEES OVERPAYMENT	\$1,709.40
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,709.40

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CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
PROFESSIONAL COMMUNICATIONS NETWORK PCN	232191	09/07/2017	153400275	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW VEHICLES PROGRAM	\$999.12
		09/07/2017	153300342	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW VEHICLES PROGRAM	
	232225	09/18/2017	153500333	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW VEHICLES PROGRAM	\$500.31
Remit to: RIVERSIDE, CA					FYTD: \$1,499.43

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
PRUDENTIAL OVERALL SUPPLY	20715	09/05/2017	22473817	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	\$91.96
		09/05/2017	22470146	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		09/05/2017	22473818	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		09/05/2017	22470147	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
	20742	09/07/2017	22477408	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	\$507.43
		09/07/2017	22477414	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		09/07/2017	22477413	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		09/07/2017	22470145	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		09/07/2017	22477412	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		09/07/2017	22477407	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		09/07/2017	22473824	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		09/07/2017	22473822	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		09/07/2017	22473821	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		09/07/2017	22473816	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		09/07/2017	22473815	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		09/07/2017	22470151	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		09/07/2017	22470149	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		09/07/2017	22470150	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		09/07/2017	22477416	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		09/07/2017	22470144	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
09/07/2017	22473820	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF			
09/07/2017	22470153	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF			

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
PRUDENTIAL OVERALL SUPPLY	20782	09/18/2017	22473814	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF	\$351.32
		09/18/2017	22470142	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
		09/18/2017	22480979	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		09/18/2017	22480975	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		09/18/2017	22477870	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		09/18/2017	22477415	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		09/18/2017	22477411	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		09/18/2017	22477406	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF	
		09/18/2017	22474336	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		09/18/2017	22473813	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
	20836	09/18/2017	22470143	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF	\$250.95
		09/18/2017	22470814	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		09/25/2017	22480972	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		09/25/2017	22480971	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		09/25/2017	22477409	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		09/25/2017	22477410	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		09/25/2017	22480973	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		09/25/2017	22480974	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		09/25/2017	22480980	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		09/25/2017	22480976	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
09/25/2017	22480977	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF			
09/25/2017	22480978	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF			

Remit to: RIVERSIDE, CA

FYTD: \$4,310.65

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PSOMAS	20716	09/05/2017	132843	KITCHING SUBSTATION PROJECT-SURVEY SVCS	\$1,610.00
	20783	09/18/2017	133380	KITCHING SUBSTATION PROJECT-SURVEY SVCS	\$1,976.25
		09/18/2017	133258	ALESSANDRO BLVD/ELSWORTH ST-CONSTRUCTION SUPPORT SVCS	
	20837	09/25/2017	132752	ALESSANDRO BLVD/ELSWORTH ST-CONSTRUCTION SUPPORT SVCS	\$2,725.09
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$22,708.84
RAMIREZ-CORNEJO, MIGUEL	232192	09/07/2017	AUG 2017	MILEAGE REIMBURSEMENT (8/8 & 8/18/17)	\$148.73
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$148.73
RAMOS, ROBERTO	20717	09/05/2017	AUG-2017	INSTRUCTOR SVCS-KINDER KARATE, TAE KWON DO, SPANISH, ETC.	\$1,115.10
	20838	09/25/2017	SEP-2017	INSTRUCTOR SVCS-KINDER KARATE, TAE KWON DO, SPANISH, ETC.	\$1,702.40
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,874.50
RANCHO BELAGO DANCE COMPANY	20839	09/25/2017	JUL-2017	INSTRUCTOR SVCS-DANCE CLASSES	\$537.60
		09/25/2017	SEP-2017	INSTRUCTOR SVCS-DANCE CLASSES	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$537.60

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READY REFRESH BY NESTLE	20718	09/05/2017	07H0035449305	BOTTLED WATER SVC./COOLER RENTAL-CREEKSIDE ELEMENTARY CHILD CARE	\$189.17
		09/05/2017	07H0035449420	BOTTLED WATER SVC./COOLER RENTAL-RAINBOW RIDGE ELEMENTARY CHILD CARE	
		09/05/2017	07G0035653633	BOTTLED WATER SVC./COOLER RENTAL-RED MAPLE ELEMENTARY CHILD CARE	
	20840	09/05/2017	07H0035449180	BOTTLED WATER SVC./COOLER RENTAL-ARMADA ELEMENTARY CHILD CARE	\$155.17
		09/25/2017	07I0035449305	BOTTLED WATER SVC./COOLER RENTAL-CREEKSIDE ELEMENTARY CHILD CARE	
		09/25/2017	07I0035449404	BOTTLED WATER SVC.-SUNNYMEAD ELEMENTARY CHILD CARE	
		09/25/2017	07I0035449420	BOTTLED WATER SVC./COOLER RENTAL-RAINBOW RIDGE ELEMENTARY CHILD CARE	
		09/25/2017	07I0035449180	BOTTLED WATER SVC./COOLER RENTAL-ARMADA ELEMENTARY CHILD CARE	
Remit to: LOUISVILLE, KY					FYTD: \$491.34
REGALADO, BLANCA E	20841	09/25/2017	AUG-2017	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$726.00
		09/25/2017	SEP-2017	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	
		09/25/2017	JUL-2017	INSTRUCTOR SERVICES-FOLKLORIC DANCE YOUTH CLASSES	
Remit to: MORENO VALLEY, CA					FYTD: \$960.00
RICHARD, ROLAND	232251	09/18/2017	1452274	REFUND-GUITAR CLASS CANCELLED	\$54.00
Remit to: MORENO VALLEY, CA					FYTD: \$54.00

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RICK HARTMANN GOVERNMENT CONTRACTING/CONSULTING SERVICES	20743	09/07/2017	AUG-2017	CONSULTING SVCS-ACTING PUBLIC WORKS DIRECTOR	\$17,675.00
Remit to: SAN DIMAS, CA					FYTD: \$22,525.00
RIGEL PRODUCTS & SERVICE	20842	09/25/2017	3543	PIONJAR MOTORIZED JACK HAMMERS & ACCESSORIES	\$993.68
Remit to: CRESTLINE, CA					FYTD: \$993.68
RIGHTWAY SITE SERVICES, INC.	232141	09/05/2017	190822	PORTABLE RESTROOMS RENTAL-MAIN & OP'S-CITY YARD	\$204.94
	232226	09/18/2017	197323	PORTABLE RESTROOM RENTAL-TOWNGATE PARK	\$140.55
	232277	09/25/2017	198292	PORTABLE RESTROOMS RENTAL-MAIN & OP'S-CITY YARD	\$523.73
		09/25/2017	197339	PORTABLE RESTROOM RENTAL-PUBLIC SAFETY BLDG CAR WASH AREA	
		09/25/2017	194354	PORTABLE RESTROOMS RENTAL-MAIN & OP'S-CITY YARD	
Remit to: LAKE ELSINORE, CA					FYTD: \$3,465.15
RIVERSIDE CONSTRUCTION COMPANY, INC	20784	09/18/2017	170706-Rev	STATE ROUTE 60/NASON ST OVERCROSSING-CONSTRUCTION SVCS	\$10,482.54
Remit to: RIVERSIDE, CA					FYTD: \$10,482.54
RIVERSIDE UNIVERSITY HEALTH SYSTEMS - MEDICAL CENTER	20744	09/07/2017	1124	SART EXAMS BILLING FOR PD-JUL17	\$3,600.00
Remit to: MORENO VALLEY, CA					FYTD: \$6,300.00
RODRIGUEZ, FELICIA	232169	09/05/2017	1442335	REFUND-PICNIC SHELTER	\$64.00
	232311	09/25/2017	1453733	REFUND-TIME FOR TOTS CLASS	\$41.60
Remit to: MORENO VALLEY, CA					FYTD: \$105.60
RODRIGUEZ, VALERIE	232312	09/25/2017	1453524	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
ROEDL, LAUREN	232313	09/25/2017	R1 7-111033	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
ROJAS, LETICIA	232252	09/18/2017	R17-110802	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
ROMAN, ISRAEL	232227	09/18/2017	073017	SPORTS OFFICIATING SERVICES-SOFTBALL	\$315.00
		09/18/2017	081717 / 082017	SPORTS OFFICIATING SERVICES-SOFTBALL	
		09/18/2017	080317 - 081317	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: MORENO VALLEY, CA					FYTD: \$483.00
RSG, INC	20843	09/25/2017	I002810	COMPLIANCE MONITORING SVCS-AFFORDABLE MULTI-FAMILY RENTALS-AUG17	\$1,680.00
Remit to: SANTA ANA, CA					FYTD: \$17,215.00
RUBI, RIGO	232314	09/25/2017	1453227	REFUND-YOUTH BASKETBALL CLASS	\$171.00
Remit to: MORENO VALLEY, CA					FYTD: \$171.00
RUSSELL, CYNTHIA	232170	09/05/2017	1450907	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
SAFEWAY SIGN CO.	20785	09/18/2017	11580	TRAFFIC SIGNS & HARDWARE	\$616.38
		09/18/2017	11581	TRAFFIC SIGNS & HARDWARE	
Remit to: ADELANTO, CA					FYTD: \$21,008.78
SAN BERNARDINO COUNTY SHERIFF'S DEPT	20786	09/18/2017	16780	POLYGRAPH SERVICES (CRIMINAL)-JUL 2017	\$600.62
		20844	09/25/2017	16832	POLYGRAPH SERVICES (CRIMINAL)-AUG 2017
Remit to: SAN BERNARDINO, CA					FYTD: \$2,000.93

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SANCHEZ, C. ALEJANDRA	232171	09/05/2017	R17-111000	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
SANTILLAN, ANDREA	232253	09/18/2017	R17-110938	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00
SCHIEFELBEIN, LORI C.	232193	09/07/2017	JUL 2017	CONSULTANT SERVICES-ROTATIONAL TOW SERVICE PROGRAM	\$701.25
	232278	09/25/2017	AUG 2017	CONSULTANT SERVICES-ROTATIONAL TOW SERVICE PROGRAM	\$728.75
Remit to: BULLHEAD CITY, AZ					<u>FYTD:</u> \$2,571.25
SCOTT, KASHMIR	232315	09/25/2017	R17-113266,11407	ANIMAL SERVICES REFUND-ADOPTIONS AND SPAY/NEUTER DEPOSIT	\$85.00
Remit to: LOMA LINDA, CA					<u>FYTD:</u> \$85.00
SECURITY LOCK & KEY	20845	09/25/2017	28515	LOCK REPLACEMENT/COMBINATION CHANGES-PUBLIC SAFETY BUILDING	\$1,597.04
		09/25/2017	28494	LOCK REPLACEMENT/COMBINATION CHANGES-PUBLIC SAFETY BUILDING	
Remit to: YUCAIPA, CA					<u>FYTD:</u> \$2,906.75
SEGURA, JOSEPH	232254	09/18/2017	1452318	SENIOR CTR RENTAL REFUND	\$300.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$300.00
SERTA MATTRESS	232228	09/18/2017	05795557-001	BEDDING-FIRE STATION #6 REPLACEMENT (13 PIECES)	\$2,935.46
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,935.46
SGD - SAN DIEGO	232142	09/05/2017	SD400763-1	INSURANCE ADJUSTING SVCS-CLAIM MV 1622 (K. CABRERA)	\$3,899.46
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$3,899.46

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SHIELDS, ANTHONY	232316	09/25/2017	1453530	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
SIGNS BY TOMORROW	20847	09/25/2017	20033	MAINT. & INSTALLATION OF PUBLIC HEARING SIGN	\$971.00
		09/25/2017	19973	MAINT. & INSTALLATION OF PUBLIC HEARING SIGN	
		09/25/2017	19972	MAINT. & INSTALLATION OF PUBLIC HEARING SIGN	
		09/25/2017	20038	MAINT. & INSTALLATION OF PUBLIC HEARING SIGN	
Remit to: MURRIETA, CA					FYTD: \$4,269.33
SILVA, KYLE	232255	09/18/2017	1452781	REFUND FOR DIFFERNECE IN NON RESIDENT/RESIDENT FEE	\$43.00
Remit to: MORENO VALLEY, CA					FYTD: \$43.00
SKY TRAILS MOBILE VILLAGE	20745	09/07/2017	AUGUST 2017	UUT REFUND FOR AUGUST 2017	\$8.97
Remit to: LOS ANGELES, CA					FYTD: \$25.99
SOLIS, MARIA	232317	09/25/2017	MVA020008120	REFUND PARKING CITATION	\$57.50
Remit to: MORENO VALLEY, CA					FYTD: \$57.50
SOSA, AMPARO	232172	09/05/2017	1450913	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: RIVERSIDE, CA					FYTD: \$200.00
SOSA, HUGO	20787	09/18/2017	AUG-2017	INSTRUCTOR SERVICES-TRADITIONAL KARATEDO CLASS	\$162.00
Remit to: FONTANA, CA					FYTD: \$680.40
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	232229	09/18/2017	3113407	EMISSIONS FEES INVOICE-CITY HALL GENERATOR	\$133.83
Remit to: DIAMOND BAR, CA					FYTD: \$878.86

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SOUTH COAST STAIRS, INC	232209	09/07/2017	BL#33212-YR2017	REFUND OF OVERPAYMENT FOR BL#33212	\$50.00
Remit to: RANCHO SANTA MARGARITA, CA					FYTD: \$50.00
SOUTHERN CALIFORNIA EDISON 1	232143	09/05/2017	AUG-17 9/5/17	ELECTRICITY CHARGES	\$6,374.83
	232144	09/05/2017	7500824397	RELIABILITY SERVICE-DLAP_SCE_TS10-MAY17	\$4,206.91
		09/05/2017	7500785124	RELIABILITY SERVICE-DLAP_SCE_TS10-MAR17	
	232194	09/07/2017	721-3449/AUG-17	IFA CHARGES-SUBSTATION	\$23,984.11
		09/07/2017	AUG-17 9/11/17	ELECTRICITY CHARGES	
		09/07/2017	587-9520/AUG-17	ELECTRICITY-FERC CHARGES/MVU	
Remit to: ROSEMEAD, CA					FYTD: \$769,857.39
SOUTHERN CALIFORNIA GAS CO.	232195	09/07/2017	AUG-2017	GAS CHARGES	\$1,933.55
Remit to: MONTEREY PARK, CA					FYTD: \$6,485.58
SPRINT	232280	09/25/2017	LCI-279405	GPS/CELLULAR PINGS FOR PD DETECTIVE UNIT	\$180.00
		09/25/2017	LCI-280777	GPS/CELLULAR PINGS FOR PD DETECTIVE UNIT	
Remit to: KANSAS CITY, MO					FYTD: \$237.36
STANDARD INSURANCE CO	232145	09/05/2017	170901	EMPLOYEE SUPPLEMENTAL INSURANCE	\$1,133.62
Remit to: PORTLAND, OR					FYTD: \$3,533.62
STATE BOARD OF EQUALIZATION 1	20856	09/21/2017	083117	SALES & USE TAX REPORT 8/1-8/31/17	\$22,502.00
Remit to: SACRAMENTO, CA					FYTD: \$26,509.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	232196	09/07/2017	251621	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-JUL 2017	\$350.00
	232231	09/18/2017	247538	LIVE SCAN FINGERPRINTING APPS FOR PD-JUL17	\$2,510.00
Remit to: SACRAMENTO, CA					FYTD: \$10,991.00

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STEVEN B. QUINTANILLA A PROFESSIONAL CORPORATION	20848	09/25/2017	APR-2017	LEGAL SERVICES 4/1-4/30/17	\$9,336.00
		09/25/2017	MAY-2017	LEGAL SERVICES 5/1-5/31/17	
Remit to: RANCHO MIRAGE, CA					<u>FYTD:</u> \$18,471.00
STILES ANIMAL REMOVAL, INC.	232197	09/07/2017	107171	DECEASED LARGE ANIMAL REMOVAL SERVICES-AUG17	\$450.00
Remit to: GUAISTI, CA					<u>FYTD:</u> \$750.00
STRADLING, YOCCA, CARLSON & RAUTH	20746	09/07/2017	329078-0000	LEGAL SERVICES-GENERAL-JUL17	\$243.00
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$3,653.50
SUNNYMEAD ACE HARDWARE	232232	09/18/2017	72878	MISC. SUPPLIES FOR PD	\$148.81
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$511.36
TARGET CORPORATION	232318	09/25/2017	MVU 7012558-01	COMMERCIAL LIGHTING REBATE	\$9,195.90
	232319	09/25/2017	MVU 7012558-01	COMMERCIAL LIGHTING REBATE	\$1,165.08
Remit to: NORTH SYRACUSE, NY					<u>FYTD:</u> \$10,360.98
TEP-TRANSPORTATION ENGINEERING & PLANNING, INC.	20789	09/18/2017	1557	COMMERCIAL VEHICLE PARKING STUDY-JUN 2017	\$3,494.40
Remit to: IRVINE, CA					<u>FYTD:</u> \$3,494.40
TERNOIR, CHERYL ELAINE	20849	09/25/2017	SEP-2017	INSTRUCTOR SERVICES-COMPUTERS FOR BEGINNERS CLASS	\$231.00
Remit to: BANNING, CA					<u>FYTD:</u> \$231.00
TIM OWENS	20719	09/05/2017	081817	30SECONDTRAINING.COM SUBSCRIPTION/1-YR ACCESS FOR CITY EMPLOYEES	\$4,800.00
Remit to: HERMOSA BEACH, CA					<u>FYTD:</u> \$4,800.00

Attachment: September 2017 Payment Register (2677 : PAYMENT REGISTER - SEPTEMBER 2017)



City of Moreno Valley
Payment Register
For Period 9/1/2017 through 9/30/2017

CHECKS UNDER \$25,000

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
T-MOBILE USA	232198	09/07/2017	3001728001	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD DETECTIVE UNIT	\$3,417.00
		09/07/2017	3001728002	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD SET	
		09/07/2017	3001728003	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD DETECTIVE UNIT	
	232281	09/25/2017	9295893334	CELLULAR TECHNOLOGY EXTRACTION/LOCATOR SERVICES FOR PD SET UNIT	\$510.00
Remit to: SEATTLE, WA					FYTD: \$4,284.00
TOWNSEND PUBLIC AFFAIRS, INC.	20748	09/07/2017	13011	CONSULTING SERVICES-GRANT WRITING & FUNDING ADVOCACY-AUG 2017	\$5,000.00
Remit to: NEWPORT BEACH, CA					FYTD: \$15,000.00
TRICHE, TARA	20720	09/05/2017	AUG-2017	INSTRUCTOR SERVICES-DANCE CLASSES	\$910.20
	20850	09/25/2017	SEP-2017	INSTRUCTOR SERVICES-DANCE CLASSES	\$1,614.60
Remit to: MORENO VALLEY, CA					FYTD: \$3,479.40
TRUEPOINT SOLUTIONS, LLC	232233	09/18/2017	17-511	ACP SYSTEM ON-CALL SUPPORT SERVICES	\$3,450.00
Remit to: LOOMIS, CA					FYTD: \$4,800.00
TRUTEAM OF CALIFORNIA INC	232210	09/07/2017	BOM17-0404	REFUND-CANCELLED BLDG PERMIT-23820 IRONWOOD AVE	\$192.20
Remit to: RIVERSIDE, CA					FYTD: \$192.20
TUKES, JOSHUA	20721	09/05/2017	AUG-2017	INSTRUCTOR SERVICES-WATERCOLOR TECHNIQUE CLASS	\$158.40
Remit to: MORENO VALLEY, CA					FYTD: \$316.80
TURNER, MITZI	232173	09/05/2017	R17-113489	ANIMAL SERVICES REFUND-TRAP DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					FYTD: \$50.00

Attachment: September 2017 Payment Register (2677 : PAYMENT REGISTER - SEPTEMBER 2017)



City of Moreno Valley
Payment Register
For Period 9/1/2017 through 9/30/2017

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
TYLER TECHNOLOGIES, INC.	20722	09/05/2017	045-197241	NEW WORLD CAFR/GASB REPORTING SOFTWARE	\$9,375.00
Remit to: PLANO, TX					FYTD: \$9,375.00
ULTRASERV AUTOMATED SERVICES, LLC	232234	09/18/2017	004841	COFFEE SERVICE SUPPLIES-ANIMAL SHELTER	\$397.82
		09/18/2017	004731	COFFEE SERVICE SUPPLIES-CITY HALL/BREAK ROOM LOCATION	
		09/18/2017	004724	COFFEE SERVICE SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
Remit to: COSTA MESA, CA					FYTD: \$2,333.21
UNION BANK OF CALIFORNIA 1	232282	09/25/2017	1056533	INVESTMENT CUSTODIAL SERVICES-AUG17	\$395.67
Remit to: LOS ANGELES, CA					FYTD: \$1,129.01
UNITED ROTARY BRUSH CORP	20724	09/05/2017	300174	STREET SWEEPER BRUSHES & ACCESSORIES	\$980.74
		09/05/2017	300283	STREET SWEEPER BRUSHES & ACCESSORIES (2 1/2% DISCOUNT APPLIED)	
	20851	09/25/2017	300481	STREET SWEEPER BRUSHES & ACCESSORIES	\$350.50
Remit to: KANSAS CITY, MO					FYTD: \$7,342.70
USA MOBILITY/ARCH WIRELESS	20791	09/18/2017	A6218870U	PAGER SERVICE FOR ON-CALL TRAFFIC SIGNAL MAINT. STAFF-SEP17	\$4.68
Remit to: SPRINGFIELD, VA					FYTD: \$14.04
VALLEY CITIES GONZALES FENCE CO	20792	09/18/2017	6826	REMOVE/REPLACE HINGES ON STEEL GATE AT SHADOW MOUNTAIN PARK	\$490.00
Remit to: NORCO, CA					FYTD: \$7,390.00

Attachment: September 2017 Payment Register (2677 : PAYMENT REGISTER - SEPTEMBER 2017)



City of Moreno Valley
Payment Register
For Period 9/1/2017 through 9/30/2017

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VARIABLE SPEEDS SOLUTIONS INC	20852	09/25/2017	15935	PUMP PREVENTATIVE MAINTENANCE-SD LMD ZN 06	\$5,440.00
		09/25/2017	15942	PUMP PREVENTATIVE MAINTENANCE-ZONE D	
		09/25/2017	15943	PUMP PREVENTATIVE MAINTENANCE-NPDES	
		09/25/2017	15936	PUMP PREVENTATIVE MAINTENANCE-ZONE D	
		09/25/2017	15941	PUMP PREVENTATIVE MAINTENANCE-ZONE M	
		09/25/2017	15940	PUMP PREVENTATIVE MAINTENANCE-SD LMD ZN 05	
		09/25/2017	15938	PUMP PREVENTATIVE MAINTENANCE-SD LMD ZN 01	
		09/25/2017	16075	PUMP PREVENTATIVE MAINTENANCE-SD LMD ZN 04	
		09/25/2017	15933	PUMP PREVENTATIVE MAINTENANCE-SD LMD ZN 06	
		09/25/2017	15932	PUMP PREVENTATIVE MAINTENANCE-ZONE D	
		09/25/2017	15923	PUMP REPAIR-NEW PUMP SEAL/MOTOR & INSTALLATION	
		09/25/2017	15799	PUMP PREVENTATIVE MAINTENANCE-SD LMD ZN 03	
		09/25/2017	15796	PUMP PREVENTATIVE MAINTENANCE-ZONE D	
		09/25/2017	15795	PUMP PREVENTATIVE MAINTENANCE-SD LMD ZN 01	
		09/25/2017	15939	PUMP PREVENTATIVE MAINTENANCE-SD LMD ZN 05	
		09/25/2017	16074	PUMP PREVENTATIVE MAINTENANCE-SD LMD ZN 03	
		09/25/2017	15934	PUMP PREVENTATIVE MAINTENANCE-SD LMD ZN 06	
Remit to: HUNTINGTON BEACH, CA					<u>FYTD:</u> \$12,860.00
VASQUEZ & COMPANY LLP	20853	09/25/2017	2170729-IN	AUDIT SERVICES-FINANCIAL STATEMENTS FY ENDING 6/30/17-BILLING #2	\$11,000.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$24,000.00
VEGA, GABRIELLE	232320	09/25/2017	R17-111461	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$75.00

Attachment: September 2017 Payment Register (2677 : PAYMENT REGISTER - SEPTEMBER 2017)



City of Moreno Valley
Payment Register
For Period 9/1/2017 through 9/30/2017

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VEJAR, BENJAMIN	232211	09/07/2017	BOC17-0389	REFUND-CANCELLED BLDG PERMIT-22026 GOLDENCHAIN ST	\$253.16
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$253.16
VERIZON WIRELESS	232235	09/18/2017	9790824525	CELLULAR SERVICE FOR PD TRAFFIC TICKET WRITERS	\$88.00
		09/18/2017	9789076670	CELLULAR SERVICE FOR PD TRAFFIC TICKET WRITERS	
Remit to: DALLAS, TX					<u>FYTD:</u> \$131.96
VETERANS OF FOREIGN WAR - POST 8547	232321	09/25/2017	1453267	SPECIAL EVENT REFUND-VETERAN'S SUICIDE AWARENESS WALK	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
VILLA CAMILLE, LP	232174	09/05/2017	RCT#101451	REFUND-DUPLICATE PAYMENT FOR BUILDING FEES	\$2,865.47
Remit to: SAN CLEMENTE, CA					<u>FYTD:</u> \$2,865.47
VISION SERVICE PLAN	20725	09/05/2017	170901	EMPLOYEE VISION INSURANCE	\$4,263.26
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$12,405.69
VOYAGER FLEET SYSTEM, INC.	20749	09/07/2017	869211615734	CNG FUEL PURCHASES	\$7,564.93
Remit to: HOUSTON, TX					<u>FYTD:</u> \$22,651.59

Attachment: September 2017 Payment Register (2677 : PAYMENT REGISTER - SEPTEMBER 2017)



City of Moreno Valley
Payment Register
For Period 9/1/2017 through 9/30/2017

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VULCAN MATERIALS CO, INC.	20750	09/07/2017	71556677	ASPHALTIC MATERIALS	\$1,161.60
		09/07/2017	71547944	ASPHALTIC MATERIALS	
		09/07/2017	71547943	ASPHALTIC MATERIALS	
		09/07/2017	71550721	ASPHALTIC MATERIALS	
		09/07/2017	71544592	ASPHALTIC MATERIALS	
		09/07/2017	71553563	ASPHALTIC MATERIALS	
		09/07/2017	71559397	ASPHALTIC MATERIALS	
		09/07/2017	71556678	ASPHALTIC MATERIALS	
		09/07/2017	71556678	ASPHALTIC MATERIALS	
	20854	09/25/2017	71569112	ASPHALTIC MATERIALS	\$1,555.30
		09/25/2017	71577580	ASPHALTIC MATERIALS	
		09/25/2017	71579630	ASPHALTIC MATERIALS	
		09/25/2017	71564565	ASPHALTIC MATERIALS	
		09/25/2017	71572645	ASPHALTIC MATERIALS	
		09/25/2017	71561603	ASPHALTIC MATERIALS	
		09/25/2017	71572646	ASPHALTIC MATERIALS	
		09/25/2017	71566865	ASPHALTIC MATERIALS	
		09/25/2017	71577581	ASPHALTIC MATERIALS	
		09/25/2017	71564564	ASPHALTIC MATERIALS	
Remit to: LOS ANGELES, CA					FYTD: \$9,114.64
WESTERN MUNICIPAL WATER DISTRICT	232283	09/25/2017	23821-018258/AG7	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR.-BLDG. 938	\$3,691.41
		09/25/2017	23866-018292/AG7	WATER CHARGES-SKATE PARK	
		09/25/2017	24753-018620/AG7	WATER CHARGES-M.A.R.B. BALLFIELDS	
		09/25/2017	23821-018257/AG7	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR. LANDSCAPE	
Remit to: ARTESIA, CA					FYTD: \$10,958.19

Attachment: September 2017 Payment Register (2677 : PAYMENT REGISTER - SEPTEMBER 2017)



City of Moreno Valley
Payment Register
For Period 9/1/2017 through 9/30/2017

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WILLDAN ENGINEERING	20751	09/07/2017	00712294	INTERIM CONTRACT PLANNING SERVICES-JUL17	\$8,730.00
Remit to: ANAHEIM, CA					FYTD: \$261,548.21
WSP USA, INC.	20793	09/18/2017	732440	MORENO TOWNSITE AREA STORM DRAIN-CONSULTANT SERVICES	\$3,831.84
		09/18/2017	723767	MORENO TOWNSITE AREA STORM DRAIN-CONSULTANT SERVICES	
Remit to: SAN BERNARDINO, CA					FYTD: \$33,204.83
ZEPEDA, ALEJANDRO	232175	09/05/2017	R17-113157	ANIMAL SERVICES REFUND-RETURN ADOPTION	\$35.00
Remit to: MORENO VALLEY, CA					FYTD: \$35.00
ZIEGLER, DARREN C.	232154	09/05/2017	9/12-9/15/17	TRAVEL PER DIEM-2017 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE	\$200.00
Remit to: RIVERSIDE, CA					FYTD: \$200.00
TOTAL CHECKS UNDER \$25,000					\$877,312.13
GRAND TOTAL					\$12,220,343.41

Attachment: September 2017 Payment Register (2677 : PAYMENT REGISTER - SEPTEMBER 2017)



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: December 5, 2017

TITLE: RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED SEPTEMBER 30, 2017

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Quarterly Investment Report for quarter ended September 30, 2017, 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 September 30, 2017. 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 May 2, 2017, and is in full compliance with the requirements of both of the above-mentioned Code Sections.

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended September 30, 2017. 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 measures for the month.

	Portfolio, Balance	Avg. Yield to Maturity Trends		
		Sept 2017	Aug 2017	Sept 2016
Chandler	\$84,681,990	1.68%	1.65%	1.49%
Insight	\$55,327,685	1.38%	1.27%	1.10%
LAIF	\$37,148,019	1.111%	1.084 %	0.634%

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 September 30, 2017. **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

After their September meeting the FOMC left the fed funds target rate unchanged. On a year-over-year basis Treasury yields have increased at a meaningful rate which has resulted in improving the portfolio’s earnings level. For FY 2017/18, the budget anticipated investment income for the General Fund of \$1.9 million.

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. 09-2017 Investment Report
- 2. CAM-Newsletter-October-2017

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	10/26/17 7:54 AM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 12:39 PM
City Manager Approval	<u>✓ Approved</u>	11/22/17 1:11 PM

CITY OF MORENO VALLEY
Treasurer's Cash and Investments Report
September 2017

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity (in years)	Average Yield to Maturity	Average Duration (in years)
Bank Accounts	3,493,988	3,493,988	3,493,988			
State of California LAIF Pool	37,148,019	37,108,667	37,148,019	0.54	1.11%	
Investments-Chandler	84,580,790	84,451,297	84,681,990	2.68	1.68%	2.46
Investments-Insight	55,374,520	55,297,300	55,327,685	1.41	1.38%	1.32
Total General Portfolio	180,597,317	180,351,252	180,651,682			

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	2,350,540
Principal & Interest Accounts	2,308,902
Debt Service Reserve Funds	2,114,298
Custody Accounts	175,726
Arbitrage Rebate Accounts	1,306
Other Accounts	4,442
Total Bond Proceeds	6,955,214

Deferred Compensation Funds	Market Value as of Sept 30, 2017
Nationwide	13,835,467
ICMA	5,477,957
Total Deferred Compensation Funds	19,313,424

Total Investment Portfolio 206,619,890

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 advisors, Chandler Asset Management and Insight 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

Attachment: 09-2017 Investment Report [Revision 1] (2842 : RECEIPT OF QUARTERLY INVESTMENT

PORTFOLIO PERFORMANCE - 36 MONTH TREND

Period	Total General Portfolio (1)		Local Agency Investment Fund (LAIF)		Chandler			Insight			
	Asset Balance (par)	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 3 Treas(5)
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	178,020,726	37,628,655	0.751%	83,921,074	1.56%	0.59%	0.41%	54,865,800	1.14%	0.13%	0.40%
Feb-17	186,127,218	46,028,655	0.777%	84,036,078	1.56%	0.57%	0.38%	54,956,116	1.16%	0.26%	0.39%
Mar-17	180,720,329	40,778,655	0.821%	84,203,833	1.59%	0.27%	0.10%	55,036,202	1.17%	0.28%	0.25%
Apr-17	176,886,824	36,353,121	0.884%	84,254,557	1.58%	0.57%	0.38%	55,069,278	1.18%	0.38%	0.35%
May-17	184,129,362	43,453,119	0.925%	84,366,558	1.61%	0.95%	0.75%	55,139,856	1.21%	0.52%	0.57%
Jun-17	191,761,138	49,953,121	0.978%	84,433,672	1.63%	0.08%	-0.30%	55,188,911	1.24%	0.54%	0.83%
Jul-17	186,724,734	44,548,019	1.051%	84,553,984	1.64%	0.33%	0.00%	55,200,136	1.24%	0.74%	0.89%
Aug-17	180,293,288	39,248,019	1.084%	84,648,884	1.65%	0.86%	0.61%	55,293,843	1.27%	0.79%	0.95%
Sep-17	180,597,317	37,148,019	1.111%	84,681,990	1.68%	0.52%	0.15%	55,327,685	1.38%	0.90%	1.00%
Oct-17											
Nov-17											
Dec-17											
Jan-18											
Feb-18											
Mar-18											
Apr-18											
May-18											
Jun-18											

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

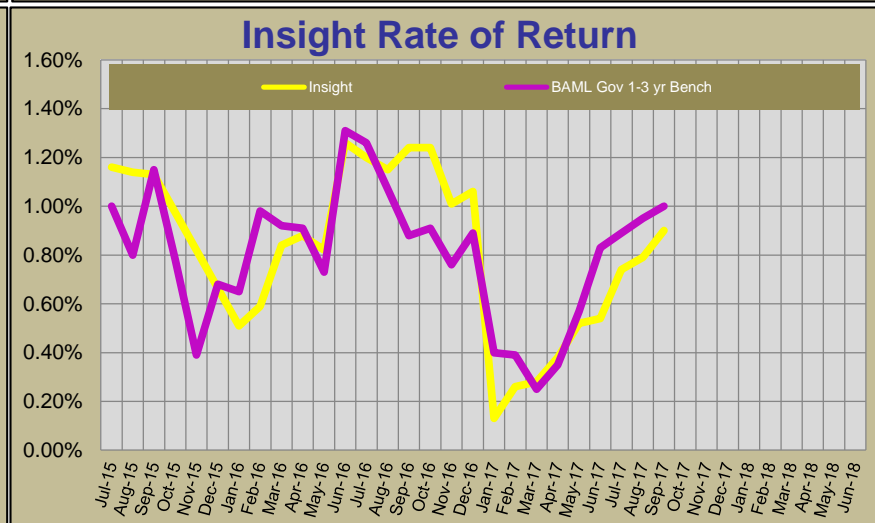
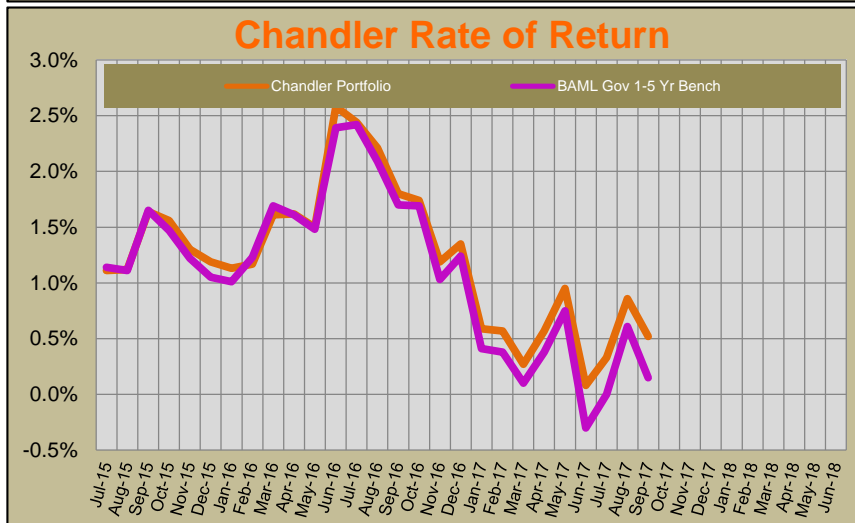
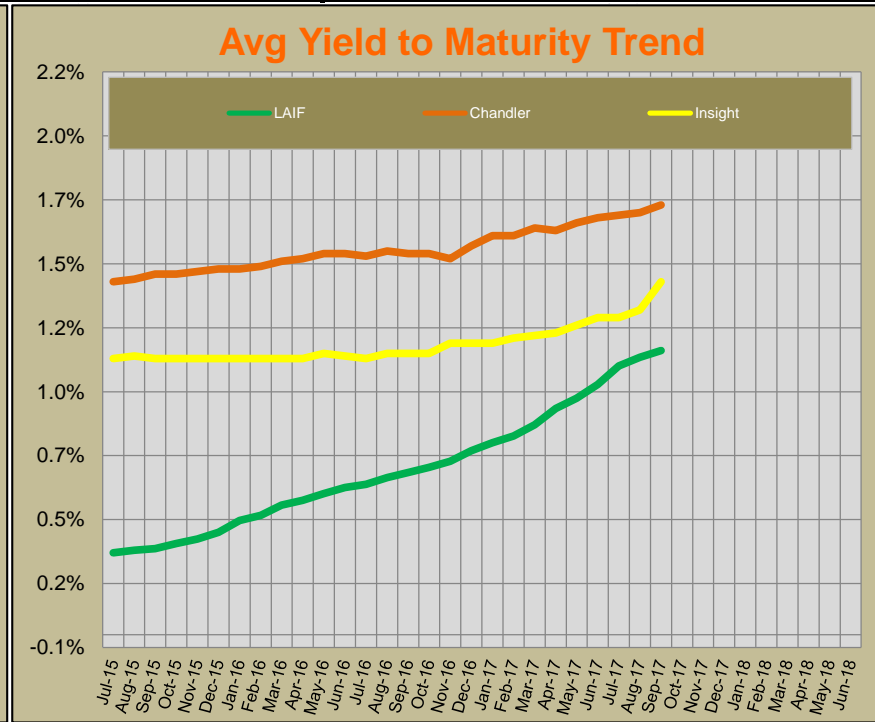
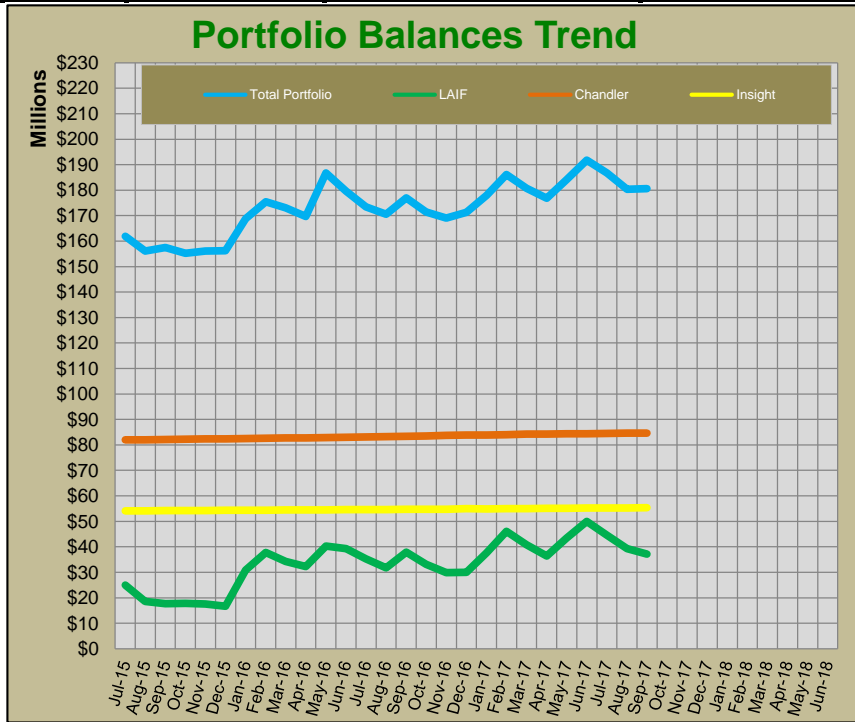
(3) Rate of Return represents the gain or loss on an investment or portfolio of investments over a specified period, expressed as a percentage of increase over the initial investment cost. Gains on investments are considered to be any income received from the security or portfolio plus any realized capital 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.

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: Reserve Funds, Facility & Equip Replacement, Endowments etc.)

Attachment: 09-2017 Investment Report [Revision 1] (2842 : RECEIPT OF QUARTERLY INVESTMENT

FUNDS WITH FISCAL AGENTS									
Account Name	Account Number	Investment	Issuer	Value Date	Market Value	Stated Rate	Yield	Price	% of Portfolio
Wells Fargo CFD # 5									
Series B Revenue	22333500	cash	cash	09/30/17	0	0.00%	0.00%	1.0000	0.00%
Series B Revenue	22333500	money mkt fund	WF Government Fund	09/30/17	163,058	0.81%	0.83%	1.0000	2.344%
Series A Principal	22333501	money mkt fund	WF Government Fund	09/30/17	401	0.81%	0.83%	1.0000	0.006%
Series A reserve	22333502	money mkt fund	WF Government Fund	09/30/17	4	0.81%	0.83%	1.0000	0.000%
Series B reserve	22333503	money mkt fund	WF Government Fund	09/30/17	547,094	0.81%	0.83%	1.0000	7.866%
Series B admin fund	22333504	money mkt fund	WF Government Fund	09/30/17	1	0.81%	0.83%	1.0000	0.000%
					710,558				
Wells Fargo 2007 Redevelopment Agency Tax Allocation Bonds Series A									
debt service fund	22631700	money mkt fund	WF Government Fund	09/30/17	0	0.81%	0.83%	1.0000	0.000%
interest fund	22631701	money mkt fund	WF Government Fund	09/30/17	0	0.81%	0.83%	1.0000	0.000%
principal fund	22631702	money mkt fund	WF Government Fund	09/30/17	0	0.81%	0.83%	1.0000	0.000%
					0				
Wells Fargo Community Facilities District 87-1 (IA-1)									
special tax funds	22631800	money market fund	WF Government Fund	09/30/17	1,117,971	0.81%	0.83%	1.0000	16.074%
interest acct	22631801	money market fund	WF Government Fund	09/30/17	2,131	0.81%	0.83%	1.0000	0.031%
reserve fund	22631802	money market fund	WF Government Fund	09/30/17	45	0.81%	0.83%	1.0000	0.001%
reserve fund	22631804	money market fund	WF Government Fund	09/30/17	1,031,319	0.81%	0.83%	1.0000	14.828%
admin exp acct	22631805	money market fund	WF Government Fund	09/30/17	1,273	0.81%	0.83%	1.0000	0.018%
debt service acct	22631809	money market fund	WF Government Fund	09/30/17	535,165	0.81%	0.83%	1.0000	7.694%
debt service acct	22631809	US Treasury Note	US Treasury	09/30/17	0	0.63%	0.63%	1.0000	0.000%
special tax funds	22631900	money market fund	WF Government Fund	09/30/17	2,962	0.81%	0.83%	1.0000	0.043%
interest acct	22631901	money market fund	WF Government Fund	09/30/17	49,851	0.81%	0.83%	1.0000	0.717%
principal fund	22631902	money market fund	WF Government Fund	09/30/17	260,000	0.81%	0.83%	1.0000	3.738%
reserve fund	22631904	money market fund	WF Government Fund	09/30/17	365,351	0.81%	0.83%	1.0000	5.253%
admin exp acct	22631905	money market fund	WF Government Fund	09/30/17	279	0.81%	0.83%	1.0000	0.004%
surplus acct	22631907	money market fund	WF Government Fund	09/30/17	1,306	0.81%	0.83%	1.0000	0.019%
					3,367,653				
Wells Fargo 2013 Total Road Improvement COPs									
revenue fund	46612400	money mkt fund	WF Government Fund	09/30/17	0	0.81%	0.83%	1.0000	0.000%
interest fund	46612401	money mkt fund	WF Government Fund	09/30/17	223	0.81%	0.83%	1.0000	0.003%
principal fund	46612402	money mkt fund	WF Government Fund	09/30/17	70	0.81%	0.83%	1.0000	0.001%
reserve fund	46612403	money mkt fund	WF Government Fund	09/30/17	0	0.81%	0.83%	1.0000	0.000%
admin fund	46612404	money mkt fund	WF Government Fund	09/30/17	744	0.81%	0.83%	1.0000	0.011%
surplus fund	46612405	money mkt fund	WF Government Fund	09/30/17	0	0.81%	0.83%	1.0000	0.000%
					1,037				
Wells Fargo 2013 Partial Refunding of the 2005 Lease Revenue Bonds									
revenue fund	48360700	money mkt fund	WF Government Fund	09/30/17	0	0.81%	0.83%	1.0000	0.000%
interest fund	48360701	money mkt fund	WF Government Fund	09/30/17	22	0.81%	0.83%	1.0000	0.000%
principal fund	48360702	money mkt fund	WF Government Fund	09/30/17	61	0.81%	0.83%	1.0000	0.001%
					83				
Wells Fargo Community Facilities District 7 Improvement Area 1									
special tax fund	77025300	money mkt fund	WF Government Fund	09/30/17	12,668	0.81%	0.83%	1.0000	0.182%
bond fund	77025301	money mkt fund	WF Government Fund	09/30/17	306,583	0.81%	0.83%	1.0000	4.408%
reserve fund	77025302	money mkt fund	WF Government Fund	09/30/17	170,485	0.81%	0.83%	1.0000	2.451%
admin exp acct	77025305	money mkt fund	WF Government Fund	09/30/17	2,889	0.81%	0.83%	1.0000	0.042%
					492,625				
Wells Fargo 2016 Taxable Refunding Lease Revenue Bonds (Electric Utility)									
revenue fund	77157100	money mkt fund	WF Government Fund	09/30/17	282	0.81%	0.83%	1.0000	0.004%
interest fund	77157101	money mkt fund	WF Government Fund	09/30/17	0	0.81%	0.83%	1.0000	0.000%
principal fund	77157102	money mkt fund	WF Government Fund	09/30/17	0	0.81%	0.83%	1.0000	0.000%
reserve fund	77157103	money mkt fund	WF Government Fund	09/30/17	0	0.81%	0.83%	1.0000	0.000%
capitalized interest fu	77157104	money mkt fund	WF Government Fund	09/30/17	181,624	0.81%	0.83%	1.0000	2.611%
					181,906				
Wells Fargo 2014 Partial Refunding of the 2005 Lease Revenue Bonds									
revenue fund	83478300	money mkt fund	WF Government Fund	09/30/17	0	0.81%	0.83%	1.0000	0.000%
interest fund	83478301	money mkt fund	WF Government Fund	09/30/17	67	0.81%	0.83%	1.0000	0.001%
principal fund	83478302	money mkt fund	WF Government Fund	09/30/17	0	0.81%	0.83%	1.0000	0.000%
					67				
Wells Fargo 2015 Taxable Lease Revenue Bonds (Electric Utility)									
revenue fund	84457000	money mkt fund	WF Government Fund	09/30/17	32,369	0.81%	0.83%	1.0000	0.465%
interest fund	84457001	money mkt fund	WF Government Fund	09/30/17	0	0.81%	0.83%	1.0000	0.000%
principal fund	84457002	money mkt fund	WF Government Fund	09/30/17	0	0.81%	0.83%	1.0000	0.000%
reserve fund	84457005	money mkt fund	WF Government Fund	09/30/17	0	0.81%	0.83%	1.0000	0.000%
construction fund	84457006	money mkt fund	WF Government Fund	09/30/17	44,005	0.81%	0.83%	1.0000	0.633%
construction fund	84457006	Government Pool	Local Agency Investment Fund	09/30/17	2,124,911	0.01%	0.01%	1.0000	30.551%
					2,201,285				
Totals					6,955,214	100.000%			

Type	Summary of Bond Proceeds with Fiscal Agents
1	Construction Funds 2,350,540
2	Principal & Interest Accounts 2,308,902
3	Debt Service Reserve Funds 2,114,298
4	Custody Accounts 175,726
5	Arbitrage Rebate Accounts 1,306
6	Other Accounts 4,442
Total Fiscal Agent Funds 6,955,214	

DEFERRED COMPENSATION FUNDS

Nationwide

Fund	Market Value as of Sept 30, 2017	Fund	Market Value as of Sept 30, 2017	Fund	Market Value as of Sept 30, 2017
Liquid Savings	\$1,190,572	Nationwide US Sm Cap Val Ins Svc	41,848	Federated Kaufmann Fund	130,855
Nationwide Fixed (Part Time Employee)	506,651	American Century Balanced	49	Invesco Mid Cap Core Equity	34,051
Liquid Savings (Part Time Employees)	256,845	Am Century Growth	104,681	Putnam Growth Opportunity A	7
Certificates of Deposit 1 year		Am Century Select	203,796	Nationwide InvDes Mod Cons Fund SC	79,638
Certificates of Deposit 3 years	50,259	JP Morgan Mid Cap Value A	1,496,116	Nationwide InvDes Mod Aggr Fund	1,137,466
Certificates of Deposit 5 years	175,096	Vanguard Index 500	121,546	Nationwide InvDes Aggr Fund	227,541
Bond Fund of America	71,923	Vanguard Institutional Index	805,442	Nationwide InvDes Mod Fd	1,000,058
Growth Fund of America	94,053	Vanguard Wellington	27,399	Nationwide Inv Des Cons	187,816
Investment Co. of America	85,711	Vanguard Windsor II	181,836	Nationwide Large Cap Growth	65,926
Income Fund of America	61,546	Vanguard Total Bond Index	245,671	Nationwide Fund A	11,221
Brown Cap Mgmt Inc SM Co	177,727	Washington Mutual Inv	117,666	Nationwide Dest 2015 Inst Svc	24,306
Fidelity Independence	3,211	DFA US Micro Cap Port	98,417	Nationwide Dest 2020 Inst Svc	218,628
Fidelity Equity Income	92,204	EuroPacific Growth	333,854	Nationwide Dest 2025 Inst Svc	478,924
Fidelity Magellan	372,856	Stable Fund C	2,047,036	Nationwide Dest 2030 Inst Svc	4,361
Fidelity Puritan	89,194	N B Socially Responsive Fund	51,158	Nationwide Dest 2040 Inst Svc	34,608
Fidelity Contrafund	281,009	Dtsch High Income Fund A	101,033	Nationwide Dest 2045 Inst Svc	1,246
Janus Fund	28,233	Dtsch Eq Divd A	154,460	Nationwide Dest 2050 Inst Svc	1,337
Janus Advisor Forty	28,882	Oppenheimer Global Fund A	499,498	Total Nationwide Deferred	\$13,835,467

ICMA

Fund	Market Value as of Sept 30, 2017	Fund	Market Value as of Sept 30, 2017
Aggressive Oppor.	\$108,660	VT Vantagepoint Discovery	73,457
International	48,831	VT Gold Sach Mid Cap Value	
Global Equity Growth	309,254	VT Contrafund	188,647
Growth and Income	126,867	VT Vantagepoint Overseas Equity Index Fund	160,009
Broad Market	53,410	VT Diversified International	31,085
500 Stock Index	323,062	VT Allianz NFJ Div Value	89,268
Equity Income	208,873	Vantage Growth Fund	297,694
MS Retirement Income	23,354	VT Puritan	28,735
Core Bond	114,622	VT Vantagepoint Select Value	22,138
Cash Management	162,954	VT TR Price Growth Stock Adv	218,223
Plus Fund	1,380,051	VT Nuveen Real Estate Secs	43,292
Retirement Income Advantage	13,051	VT TR Price Small Cap Value	
Conservative Growth	89,188	VT Invesco Diversified	11,181
Traditional Growth	15,296	VT Vantagepoint Inflation Focused	117,499
Long-Term Growth	687,852	VT Oppenheimer Main Street	49,075
Western Asset Core Plus Bond	6,882	VT Vantagepoint Mid/Sm Index	134,734
Milestone 2010	13,649	VT PIMCO Total Return	
Milestone 2020	128,352	VT PIMCO High Yield	58,175
Milestone 2025	11,988	VT Harbor Mid Cap Growth	
Milestone 2030	2,274	VT Harbor International Admi	
Milestone 2035	10,735	VT AMG TimesSquare Mid Cap Growth Admin	94,867
Milestone 2040	20,673	Total ICMA	\$5,477,957

Summary by Plan

Deferred Compensation Plan	Market Value as of Sept 30, 2017
Total Nationwide	\$13,835,467
Total ICMA	5,477,957
Total Deferred Compensation Plans	\$19,313,424

Summary by Investment Type

Investment Type	Market Value as of Sept 30, 2017
Savings Deposits and CD's	\$4,051,363
Mutual Funds	15,262,061
Total Deferred Compensation Plans	\$19,313,424

Monthly Account Statement

City of Moreno Valley

September 1, 2017 through September 30, 2017

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. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.



PORTFOLIO CHARACTERISTICS

Average Duration	2.46
Average Coupon	1.62 %
Average Purchase YTM	1.68 %
Average Market YTM	1.71 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.68 yrs
Average Life	2.53 yrs

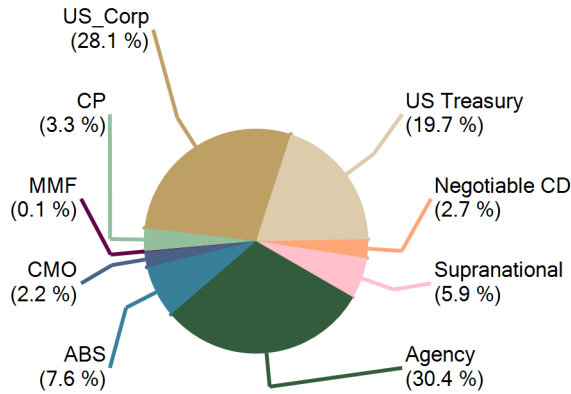
ACCOUNT SUMMARY

	Beg. Values as of 8/31/17	End Values as of 9/30/17
Market Value	84,653,233	84,451,297
Accrued Interest	281,809	283,884
Total Market Value	84,935,042	84,735,181
Income Earned	116,395	115,310
Cont/WD		0
Par	84,648,884	84,681,990
Book Value	84,467,294	84,580,790
Cost Value	84,319,855	84,428,695

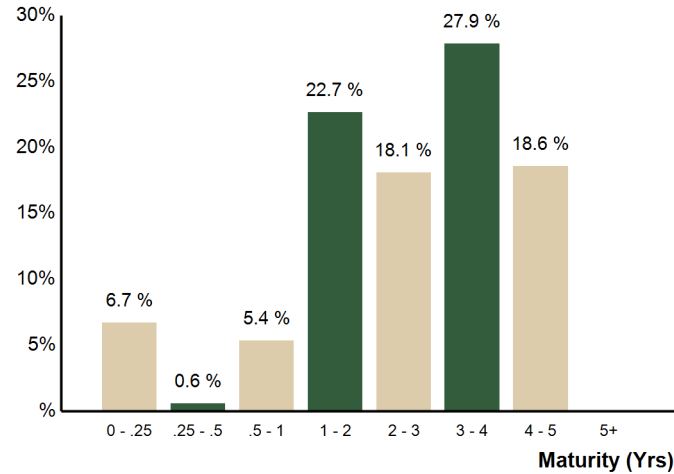
TOP ISSUERS

Issuer	% Portfolio
Government of United States	19.7 %
Federal National Mortgage Assoc	17.9 %
Federal Home Loan Mortgage Corp	10.6 %
Federal Home Loan Bank	4.1 %
Inter-American Dev Bank	3.7 %
Toyota ABS	2.6 %
Intl Bank Recon and Development	2.3 %
US Bancorp	2.3 %
	63.1 %

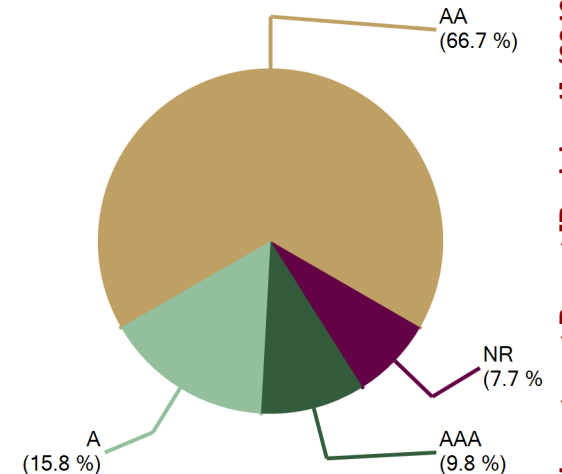
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

Total Rate of Return As of 9/30/2017	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized			Since 5/31/2010	
					3 Yrs	5 Yrs	10 Yrs		
City of Moreno Valley	-0.24 %	0.38 %	1.41 %	0.52 %	1.49 %	1.14 %	N/A	1.66 %	12.82 %
BAML 1-5 Yr US Treasury/Agency Index	-0.33 %	0.29 %	1.04 %	-0.03 %	1.20 %	0.85 %	N/A	1.33 %	10.16 %
BAML 1-5 Yr US Issuers Corp/Govt Rated AAA-A Index	-0.31 %	0.34 %	1.20 %	0.15 %	1.33 %	0.99 %	N/A	1.52 %	11.66 %

Attachment: 09-2017 Investment Report [Revision 1] (2842 : RECEIPT OF QUARTERLY INVESTMENT



City of Moreno Valley
September 30, 2017

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									
477877AD6	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	60,660.48	08/26/2014 1.08 %	60,647.23 60,659.97	99.96 1.41 %	60,638.38 28.85	0.07 % (21.59)	Aaa / NR AAA	1. 0.
47788NAB4	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	401,420.02	07/19/2016 1.10 %	401,395.53 401,406.84	99.94 1.40 %	401,167.09 194.47	0.47 % (239.75)	Aaa / NR AAA	1. 0.
43814RAB2	Honda Auto Receivables 2016-4 A2 1.04% Due 4/18/2019	725,995.21	10/18/2016 1.05 %	725,974.96 725,982.59	99.86 1.41 %	724,955.56 272.65	0.86 % (1,027.03)	NR / AAA AAA	1. 0.
65478WAB1	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	296,635.05	08/02/2016 1.08 %	296,623.37 296,628.20	99.91 1.37 %	296,375.35 141.07	0.35 % (252.85)	Aaa / NR AAA	1. 0.
89231LAB3	Toyota Auto Receivables Owner 2016-D 1.06% Due 5/15/2019	469,806.75	10/04/2016 1.07 %	469,769.17 469,783.25	99.88 1.39 %	469,265.44 221.33	0.55 % (517.81)	Aaa / AAA NR	1. 0.
43814TAB8	Honda Auto Receivables 2017-1 A2 1.42% Due 7/22/2019	459,163.66	03/21/2017 1.43 %	459,152.69 459,155.11	99.96 1.50 %	458,989.15 181.11	0.54 % (165.96)	Aaa / NR AAA	1. 0.
47787XAB3	John Deere Owner Trust 2017-A A2 1.5% Due 10/15/2019	370,000.00	02/22/2017 1.50 %	369,998.52 369,998.85	99.96 1.56 %	369,862.73 246.67	0.44 % (136.12)	Aaa / NR AAA	2. 0.
654747AB0	Nissan Auto Receivables 2017-A A2A 1.47% Due 1/15/2020	360,000.00	03/21/2017 1.47 %	359,998.16 359,998.50	99.97 1.52 %	359,903.16 235.20	0.43 % (95.34)	Aaa / NR 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 %	634,900.05 634,938.44	99.83 1.60 %	633,904.63 383.82	0.75 % (1,033.81)	Aaa / NR AAA	2. 0.
89231UAD9	Toyota Auto Receivables 2016-B 1.3% Due 4/15/2020	845,000.00	05/02/2016 1.31 %	844,956.82 844,977.34	99.78 1.58 %	843,114.81 488.22	1.00 % (1,862.53)	Aaa / AAA NR	2. 0.
43814QAC2	Honda Auto Receivables 2016-2 A3 1.39% Due 4/15/2020	460,000.00	05/24/2016 1.40 %	459,991.08 459,994.16	99.81 1.61 %	459,131.06 284.18	0.54 % (863.10)	Aaa / NR AAA	2. 0.
47788BAB0	John Deere Owner Trust 2017-B A2A 1.59% Due 4/15/2020	245,000.00	07/11/2017 1.60 %	244,978.71 244,980.30	99.94 1.66 %	244,860.11 173.13	0.29 % (120.19)	Aaa / NR AAA	2. 0.
89237RAB4	Toyota Auto Receivable 2017-C A2A 1.58% Due 7/15/2020	915,000.00	07/25/2017 1.59 %	914,991.31 914,991.79	99.98 1.61 %	914,775.83 642.53	1.08 % (215.96)	Aaa / AAA NR	2. 1.
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	170,000.00	07/11/2017 1.83 %	169,987.56 169,988.16	99.93 1.86 %	169,888.14 137.51	0.20 % (100.02)	Aaa / NR AAA	4. 2.
Total ABS		6,413,681.17	1.34 %	6,413,365.16 6,413,483.50	1.53 %	6,406,831.44 3,630.74	7.57 % (6,652.06)	Aaa / AAA AAA	2. 0.
AGENCY									
3137EADG1	FHLMC Note 1.75% Due 5/30/2019	1,625,000.00	Various 1.87 %	1,616,606.73 1,622,032.90	100.43 1.48 %	1,632,060.63 9,558.16	1.94 % 10,027.73	Aaa / AA+ AAA	1. 1.
3137EADK2	FHLMC Note 1.25% Due 8/1/2019	1,750,000.00	09/04/2014 1.83 %	1,702,260.00 1,732,137.55	99.53 1.51 %	1,741,687.50 3,645.83	2.06 % 9,549.95	Aaa / AA+ AAA	1. 1.
3135G0ZG1	FNMA Note 1.75% Due 9/12/2019	1,700,000.00	10/29/2014 1.70 %	1,703,859.00 1,701,543.17	100.42 1.53 %	1,707,208.00 1,570.14	2.02 % 5,664.83	Aaa / AA+ AAA	1. 1.
3137EADR7	FHLMC Note 1.375% Due 5/1/2020	1,650,000.00	08/26/2015 1.56 %	1,636,522.80 1,642,563.49	99.45 1.59 %	1,640,991.00 9,453.13	1.95 % (1,572.49)	Aaa / AA+ AAA	2. 2.52

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
AGENCY									
3135G0D75	FNMA Note 1.5% Due 6/22/2020	1,655,000.00	09/29/2015 1.49 %	1,655,893.70 1,655,514.90	99.72 1.61 %	1,650,359.38 6,826.88	1.96 % (5,155.52)	Aaa / AA+ AAA	2. 2.
3135G0F73	FNMA Note 1.5% Due 11/30/2020	1,650,000.00	12/16/2015 1.90 %	1,618,815.00 1,630,082.95	99.33 1.72 %	1,638,940.05 8,318.75	1.94 % 8,857.10	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 1,406,146.28	98.97 1.69 %	1,395,427.65 2,315.73	1.65 % (10,718.63)	Aaa / AA+ AAA	3. 3.
3135G0J20	FNMA Note 1.375% Due 2/26/2021	1,675,000.00	Various 1.47 %	1,667,519.85 1,669,740.59	98.77 1.75 %	1,654,377.40 2,239.15	1.96 % (15,363.19)	Aaa / AA+ AAA	3. 3.
3135G0K69	FNMA Note 1.25% Due 5/6/2021	1,675,000.00	06/29/2016 1.18 %	1,680,695.00 1,679,222.21	98.22 1.76 %	1,645,241.95 8,433.16	1.95 % (33,980.26)	Aaa / AA+ AAA	3. 3.
313379RB7	FHLB Note 1.875% Due 6/11/2021	1,000,000.00	08/30/2017 1.67 %	1,007,540.00 1,007,370.62	100.30 1.79 %	1,003,013.00 5,729.17	1.19 % (4,357.62)	Aaa / AA+ AAA	3. 3.
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	1,100,000.00	10/04/2016 1.33 %	1,089,836.00 1,091,936.48	97.69 1.76 %	1,074,554.80 2,646.88	1.27 % (17,381.68)	Aaa / AA+ AAA	3. 3.
3137EAEC9	FHLMC Note 1.125% Due 8/12/2021	1,625,000.00	Various 1.32 %	1,610,283.75 1,613,465.20	97.46 1.81 %	1,583,699.00 2,488.29	1.87 % (29,766.20)	Aaa / AA+ AAA	3. 3.
3135G0N82	FNMA Note 1.25% Due 8/17/2021	1,700,000.00	Various 1.32 %	1,694,675.10 1,695,759.29	97.85 1.83 %	1,663,467.00 2,597.22	1.97 % (32,292.29)	Aaa / AA+ AAA	3. 3.
3135G0Q89	FNMA Note 1.375% Due 10/7/2021	1,740,000.00	Various 1.75 %	1,710,142.50 1,714,628.80	98.11 1.86 %	1,707,157.50 11,563.75	2.03 % (7,471.30)	Aaa / AA+ AAA	4. 3.
3135G0S38	FNMA Note 2% Due 1/5/2022	1,700,000.00	04/25/2017 1.92 %	1,706,205.00 1,705,636.63	100.25 1.94 %	1,704,319.70 8,122.22	2.02 % (1,316.93)	Aaa / AA+ AAA	4. 4.
3137EADB2	FHLMC Note 2.375% Due 1/13/2022	450,000.00	01/27/2017 2.03 %	457,185.15 456,216.01	101.77 1.94 %	457,984.35 2,315.63	0.54 % 1,768.34	Aaa / AA+ AAA	4. 4.
3135G0T45	FNMA Note 1.875% Due 4/5/2022	1,725,000.00	06/19/2017 1.88 %	1,724,739.53 1,724,754.86	99.77 1.93 %	1,721,075.63 15,363.28	2.05 % (3,679.23)	Aaa / AA+ AAA	4. 4.
Total Agency		25,830,000.00	1.62 %	25,687,082.71 25,748,751.93	1.72 %	25,621,564.54 103,187.37	30.36 % (127,187.39)	Aaa / AA+ AAA	3. 3.
CMO									
3137BDDC7	FHLMC K716 A2 3.13% Due 6/25/2021	475,000.00	09/12/2017 1.92 %	494,482.42 494,242.42	103.45 2.07 %	491,377.05 247.79	0.58 % (2,865.37)	Aaa / AA+ NR	3. 3.
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	1,350,000.00	09/21/2017 2.22 %	1,401,354.00 1,401,210.87	103.58 2.25 %	1,398,311.10 3,476.25	1.65 % (2,899.77)	Aaa / NR NR	4. 4.
Total CMO		1,825,000.00	2.14 %	1,895,836.42 1,895,453.29	2.20 %	1,889,688.15 3,724.04	2.23 % (5,765.14)	Aaa / AA+ NR	4. 4.
COMMERCIAL PAPER									
21687AY31	Rabobank Nederland NV NY Discount CP 1.2% Due 11/3/2017	1,125,000.00	03/28/2017 1.22 %	1,116,825.00 1,123,762.50	99.89 1.22 %	1,123,762.50 0.00	1.33 % 0.00	P-1 / A-1 NR	0. 0.00

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
COMMERCIAL PAPER									
06538BY80	Bank of Tokyo Mitsubishi NY Discount CP 1.33% Due 11/8/2017	1,690,000.00	07/07/2017 1.35 %	1,682,257.92 1,687,627.43	99.86 1.35 %	1,687,627.43 0.00	1.99 % 0.00	P-1 / A-1 NR	0. 0.
Total Commercial Paper		2,815,000.00	1.30 %	2,799,082.92 2,811,389.93	1.30 %	2,811,389.93 0.00	3.32 % 0.00	P-1 / A-1 NR	0. 0.
MONEY MARKET FUND FI									
60934N104	Federated Investors Government Obligations Fund	58,308.55	Various 0.89 %	58,308.55 58,308.55	1.00 0.89 %	58,308.55 0.00	0.07 % 0.00	Aaa / AAA AAA	0. 0.
Total Money Market Fund FI		58,308.55	0.89 %	58,308.55 58,308.55	0.89 %	58,308.55 0.00	0.07 % 0.00	Aaa / AAA AAA	0. 0.
NEGOTIABLE CD									
96121T3U0	Westpac Banking Corp Yankee CD 1.51% Due 7/20/2018	790,000.00	07/24/2017 1.51 %	789,998.03 789,998.40	100.00 1.51 %	789,998.40 2,385.80	0.94 % 0.00	P-1 / A-1+ F-1+	0. 0.
06417GXH6	Bank of Nova Scotia Yankee CD 1.57% Due 8/9/2018	1,480,000.00	08/08/2017 1.57 %	1,480,000.00 1,480,000.00	100.00 1.57 %	1,480,000.00 3,420.86	1.75 % 0.00	P-1 / A-1 NR	0. 0.
Total Negotiable CD		2,270,000.00	1.55 %	2,269,998.03 2,269,998.40	1.55 %	2,269,998.40 5,806.66	2.69 % 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 1,913,901.94	99.61 1.39 %	1,907,489.37 9,362.22	2.26 % (6,412.57)	Aaa / AAA AAA	1. 1.
4581X0CX4	Inter-American Dev Bank Note 1.625% Due 5/12/2020	1,400,000.00	04/05/2017 1.70 %	1,396,682.00 1,397,188.83	99.71 1.74 %	1,396,001.60 10,679.86	1.66 % (1,187.23)	Aaa / AAA AAA	2. 2.
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 1/18/2022	1,675,000.00	01/10/2017 2.15 %	1,672,939.75 1,673,228.59	100.49 2.01 %	1,683,204.15 7,217.62	1.99 % 9,975.56	Aaa / NR AAA	4. 4.
Total Supranational		4,990,000.00	1.61 %	4,981,366.25 4,984,319.36	1.70 %	4,986,695.12 27,259.70	5.92 % 2,375.76	Aaa / AAA AAA	2. 2.
US CORPORATE									
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 1,499,043.45	99.95 1.60 %	1,499,280.00 5,335.99	1.78 % 236.55	Aa2 / AA- NR	0. 0.
02665WAQ4	American Honda Finance Note 1.55% Due 12/11/2017	695,000.00	12/08/2014 1.58 %	694,353.65 694,958.13	100.04 1.36 %	695,246.73 3,291.60	0.82 % 288.60	A1 / A+ NR	0. 0.
458140AL4	Intel Corp Note 1.35% Due 12/15/2017	640,000.00	12/12/2012 1.30 %	641,664.00 640,068.42	100.01 1.28 %	640,089.60 2,544.00	0.76 % 21.18	A1 / A+ A+	0. 0.

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US CORPORATE									
89236TCA1	Toyota Motor Credit Corp Note 1.45% Due 1/12/2018	505,000.00	Various 1.47 %	504,702.60 504,974.43	100.02 1.36 %	505,115.65 1,606.89	0.60 % 141.22	Aa3 / AA- A	0. 0.
713448CR7	PepsiCo Inc Note 1.25% Due 4/30/2018	875,000.00	Various 1.26 %	874,650.00 874,932.57	99.92 1.39 %	874,297.38 4,587.68	1.04 % (635.19)	A1 / A+ A	0. 0.
037833AJ9	Apple Inc Note 1% Due 5/3/2018	1,400,000.00	05/22/2013 1.25 %	1,383,186.00 1,398,002.11	99.77 1.40 %	1,396,724.00 5,755.56	1.66 % (1,278.11)	Aa1 / AA+ NR	0. 0.
74005PBH6	Praxair Note 1.25% Due 11/7/2018	1,035,000.00	01/08/2015 1.68 %	1,018,719.45 1,030,305.04	99.61 1.60 %	1,031,014.22 5,175.00	1.22 % 709.18	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 %	543,839.15 544,721.55	100.36 1.64 %	546,982.17 3,188.25	0.65 % 2,260.62	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 1,749,559.03	100.90 1.59 %	1,765,835.75 8,609.02	2.09 % 16,276.72	A1 / AA- AA-	1. 1.
17275RAR3	Cisco Systems Note 2.125% Due 3/1/2019	1,305,000.00	Various 2.07 %	1,308,459.75 1,305,981.02	100.75 1.58 %	1,314,851.45 2,310.94	1.55 % 8,870.43	A1 / AA- NR	1. 1.
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 1,365,392.04	100.62 1.78 %	1,373,396.12 13,013.00	1.64 % 8,004.08	A1 / A+ AA	1. 1.
084664CK5	Berkshire Hathaway Note 1.3% Due 8/15/2019	495,000.00	08/08/2016 1.33 %	494,519.85 494,700.51	99.29 1.69 %	491,462.73 822.25	0.58 % (3,237.78)	Aa2 / AA A+	1. 1.
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 1,675,243.85	100.78 1.87 %	1,687,994.65 2,140.28	1.99 % 12,750.80	A1 / A AA-	1. 1.
94974BGF1	Wells Fargo Corp Note 2.15% Due 1/30/2020	1,050,000.00	01/26/2015 2.17 %	1,048,857.60 1,049,466.71	100.27 2.03 %	1,052,845.50 3,825.21	1.25 % 3,378.79	A2 / A AA-	2. 2.
22160KAG0	Costco Wholesale Corp Note 1.75% Due 2/15/2020	665,000.00	02/05/2015 1.77 %	664,301.75 664,668.10	99.75 1.86 %	663,304.25 1,487.01	0.78 % (1,363.85)	A1 / A+ A+	2. 2.
747525AD5	Qualcomm Inc Note 2.25% Due 5/20/2020	980,000.00	06/11/2015 2.49 %	969,146.50 974,199.41	101.06 1.84 %	990,378.20 8,023.76	1.18 % 16,178.79	A1 / A NR	2. 2.
594918BG8	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	425,000.00	10/29/2015 2.02 %	424,660.00 424,789.90	100.57 1.80 %	427,427.60 3,494.44	0.51 % 2,637.70	Aaa / AAA AA+	3. 2.
00440EAT4	ACE INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020	1,050,000.00	02/06/2017 2.16 %	1,054,945.50 1,054,076.70	100.73 2.05 %	1,057,693.35 9,928.33	1.26 % 3,616.65	A3 / A A	3. 2.
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 1,169,509.75	100.76 1.99 %	1,168,762.64 2,147.94	1.38 % (747.11)	Aaa / AA+ NR	3. 3.
24422ESL4	John Deere Capital Corp Note 2.8% Due 3/4/2021	425,000.00	05/24/2017 2.12 %	435,340.25 434,407.07	102.04 2.18 %	433,662.78 892.50	0.51 % (744.29)	A2 / A A	3. 3.
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	580,000.00	05/16/2016 1.96 %	579,698.40 579,780.98	99.33 2.14 %	576,109.36 4,147.00	0.68 % (3,671.62)	A1 / A AA-	3. 3.
594918BP8	Microsoft Callable Note Cont 7/8/21 1.55% Due 8/8/2021	770,000.00	Various 1.57 %	769,085.90 769,295.66	98.23 2.03 %	756,403.34 1,757.10	0.89 % (12,892.32)	Aaa / AAA AA+	3. 3.71

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US CORPORATE									
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 1,079,640.21	99.27 2.09 %	1,091,973.30 928.89	1.29 % 12,333.09	A1 / AA- A+	3. 3.
91159HHP8	US Bancorp Note 2.625% Due 1/24/2022	515,000.00	01/19/2017 2.66 %	514,114.20 514,235.48	101.39 2.28 %	522,178.59 2,515.99	0.62 % 7,943.11	A1 / A+ AA	4. 4.
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	1,170,000.00	07/25/2017 2.45 %	1,169,894.70 1,169,898.45	100.10 2.43 %	1,171,141.92 5,016.38	1.39 % 1,243.47	A2 / A A+	4. 4.
Total US Corporate		23,675,000.00	1.95 %	23,610,041.45 23,661,850.57	1.79 %	23,734,171.28 102,545.01	28.13 % 72,320.71	A1 / AA- AA-	2. 1.
US TREASURY									
912828R85	US Treasury Note 0.875% Due 6/15/2019	1,555,000.00	07/28/2016 0.82 %	1,557,434.90 1,556,441.02	99.04 1.45 %	1,539,997.36 4,014.96	1.82 % (16,443.66)	Aaa / AA+ AAA	1. 1.
912828UB4	US Treasury Note 1% Due 11/30/2019	700,000.00	03/30/2015 1.38 %	688,135.15 694,502.50	98.95 1.50 %	692,617.10 2,352.46	0.82 % (1,885.40)	Aaa / AA+ AAA	2. 2.
912828VF4	US Treasury Note 1.375% Due 5/31/2020	1,750,000.00	07/10/2015 1.62 %	1,730,250.01 1,739,228.28	99.46 1.58 %	1,740,634.00 8,086.58	2.06 % 1,405.72	Aaa / AA+ AAA	2. 2.
912828L32	US Treasury Note 1.375% Due 8/31/2020	1,650,000.00	Various 1.37 %	1,650,064.12 1,650,035.26	99.31 1.62 %	1,638,656.25 1,942.85	1.94 % (11,379.01)	Aaa / AA+ AAA	2. 2.
912828N89	US Treasury Note 1.375% Due 1/31/2021	1,600,000.00	03/09/2016 1.40 %	1,598,442.85 1,598,938.66	98.94 1.70 %	1,583,062.40 3,706.52	1.87 % (15,876.26)	Aaa / AA+ AAA	3. 3.
912828B90	US Treasury Note 2% Due 2/28/2021	1,650,000.00	Various 1.55 %	1,683,525.06 1,674,213.78	100.96 1.71 %	1,665,854.85 2,825.97	1.97 % (8,358.93)	Aaa / AA+ AAA	3. 3.
912828Q37	US Treasury Note 1.25% Due 3/31/2021	1,700,000.00	Various 1.58 %	1,676,910.00 1,680,923.53	98.38 1.73 %	1,672,441.31 58.38	1.97 % (8,482.22)	Aaa / AA+ AAA	3. 3.
912828S27	US Treasury Note 1.125% Due 6/30/2021	1,015,000.00	Various 1.91 %	980,766.29 986,677.40	97.69 1.76 %	991,528.13 2,885.71	1.17 % 4,850.73	Aaa / AA+ AAA	3. 3.
912828T34	US Treasury Note 1.125% Due 9/30/2021	1,700,000.00	11/09/2016 1.48 %	1,671,251.79 1,676,486.06	97.37 1.81 %	1,655,308.70 52.54	1.95 % (21,177.36)	Aaa / AA+ AAA	4. 3.
912828J43	US Treasury Note 1.75% Due 2/28/2022	1,785,000.00	03/13/2017 2.14 %	1,752,722.58 1,756,287.18	99.51 1.87 %	1,776,214.23 2,675.03	2.10 % 19,927.05	Aaa / AA+ AAA	4. 4.
912828XG0	US Treasury Note 2.125% Due 6/30/2022	1,700,000.00	08/15/2017 1.82 %	1,724,111.17 1,723,500.93	100.96 1.91 %	1,716,335.30 9,129.42	2.04 % (7,165.63)	Aaa / AA+ AAA	4. 4.
Total US Treasury		16,805,000.00	1.56 %	16,713,613.92 16,737,234.60	1.71 %	16,672,649.63 37,730.42	19.72 % (64,584.97)	Aaa / AA+ AAA	3. 3.
TOTAL PORTFOLIO		84,681,989.72	1.68 %	84,428,695.41 84,580,790.13	1.71 %	84,451,297.04 283,883.94	100.00 % (129,493.09)	Aa1 / AA AAA	2. 2.
TOTAL MARKET VALUE PLUS ACCRUED						84,735,180.98			

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/01/2017	60934N104	26,753.23	Federated Investors Government Obligations Fund	1.000	0.88 %	26,753.23	0.00	26,753.23	0.00
Purchase	09/01/2017	60934N104	326.75	Federated Investors Government Obligations Fund	1.000	0.88 %	326.75	0.00	326.75	0.00
Purchase	09/04/2017	60934N104	5,950.00	Federated Investors Government Obligations Fund	1.000	0.88 %	5,950.00	0.00	5,950.00	0.00
Purchase	09/11/2017	60934N104	19,262.50	Federated Investors Government Obligations Fund	1.000	0.88 %	19,262.50	0.00	19,262.50	0.00
Purchase	09/12/2017	60934N104	14,875.00	Federated Investors Government Obligations Fund	1.000	0.88 %	14,875.00	0.00	14,875.00	0.00
Purchase	09/13/2017	60934N104	380,159.12	Federated Investors Government Obligations Fund	1.000	0.88 %	380,159.12	0.00	380,159.12	0.00
Purchase	09/14/2017	3137BDDC7	475,000.00	FHLMC K716 A2 3.13% Due 6/25/2021	104.102	1.92 %	494,482.42	536.88	495,019.30	0.00
Purchase	09/15/2017	60934N104	10,450.00	Federated Investors Government Obligations Fund	1.000	0.88 %	10,450.00	0.00	10,450.00	0.00
Purchase	09/15/2017	60934N104	1,075,949.58	Federated Investors Government Obligations Fund	1.000	0.88 %	1,075,949.58	0.00	1,075,949.58	0.00
Purchase	09/15/2017	60934N104	9,818.43	Federated Investors Government Obligations Fund	1.000	0.88 %	9,818.43	0.00	9,818.43	0.00
Purchase	09/15/2017	60934N104	532.83	Federated Investors Government Obligations Fund	1.000	0.88 %	532.83	0.00	532.83	0.00
Purchase	09/15/2017	60934N104	17,942.99	Federated Investors Government Obligations Fund	1.000	0.88 %	17,942.99	0.00	17,942.99	0.00
Purchase	09/15/2017	60934N104	462.50	Federated Investors Government Obligations Fund	1.000	0.88 %	462.50	0.00	462.50	0.00
Purchase	09/15/2017	60934N104	616.79	Federated Investors Government Obligations Fund	1.000	0.88 %	616.79	0.00	616.79	0.00
Purchase	09/15/2017	60934N104	489.88	Federated Investors Government Obligations Fund	1.000	0.88 %	489.88	0.00	489.88	0.00
Purchase	09/15/2017	60934N104	719.67	Federated Investors Government Obligations Fund	1.000	0.88 %	719.67	0.00	719.67	0.00
Purchase	09/15/2017	60934N104	63,090.24	Federated Investors Government Obligations Fund	1.000	0.88 %	63,090.24	0.00	63,090.24	0.00
Purchase	09/15/2017	60934N104	441.00	Federated Investors Government Obligations Fund	1.000	0.88 %	441.00	0.00	441.00	0.00
Purchase	09/15/2017	60934N104	915.42	Federated Investors Government Obligations Fund	1.000	0.88 %	915.42	0.00	915.42	0.00
Purchase	09/18/2017	60934N104	87,841.43	Federated Investors Government Obligations Fund	1.000	0.88 %	87,841.43	0.00	87,841.43	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/18/2017	60934N104	41,631.24	Federated Investors Government Obligations Fund	1.000	0.88 %	41,631.24	0.00	41,631.24	0.00
Purchase	09/18/2017	60934N104	59,169.65	Federated Investors Government Obligations Fund	1.000	0.88 %	59,169.65	0.00	59,169.65	0.00
Purchase	09/19/2017	60934N104	1,726.81	Federated Investors Government Obligations Fund	1.000	0.88 %	1,726.81	0.00	1,726.81	0.00
Purchase	09/21/2017	60934N104	36,422.09	Federated Investors Government Obligations Fund	1.000	0.88 %	36,422.09	0.00	36,422.09	0.00
Purchase	09/26/2017	3137BM6P6	1,350,000.00	FHLMC K721 A2 3.09% Due 8/25/2022	103.804	2.22 %	1,401,354.00	2,896.88	1,404,250.88	0.00
Purchase	09/30/2017	60934N104	20,187.50	Federated Investors Government Obligations Fund	1.000	0.89 %	20,187.50	0.00	20,187.50	0.00
	Subtotal		3,700,734.65				3,771,571.07	3,433.76	3,775,004.83	0.00
Security Contribution	09/06/2017	60934N104	336.67	Federated Investors Government Obligations Fund	1.000		336.67	0.00	336.67	0.00
	Subtotal		336.67				336.67	0.00	336.67	0.00
TOTAL ACQUISITIONS			3,701,071.32				3,771,907.74	3,433.76	3,775,341.50	0.00

DISPOSITIONS										
Sale	09/13/2017	912828R85	130,000.00	US Treasury Note 0.875% Due 6/15/2019	99.222	1.32 %	128,989.02	279.71	129,268.73	-1,134.00
Sale	09/13/2017	912828ST8	250,000.00	US Treasury Note 1.25% Due 4/30/2019	99.894	1.32 %	249,735.49	1,154.90	250,890.39	1,396.00
Sale	09/14/2017	60934N104	495,019.30	Federated Investors Government Obligations Fund	1.000	0.88 %	495,019.30	0.00	495,019.30	0.00
Sale	09/26/2017	60934N104	1,404,250.88	Federated Investors Government Obligations Fund	1.000	0.88 %	1,404,250.88	0.00	1,404,250.88	0.00
	Subtotal		2,279,270.18				2,277,994.69	1,434.61	2,279,429.30	261.00
Paydown	09/15/2017	161571HH0	1,075,000.00	Chase CHAIT Pool #2016-A7 1.06% Due 9/16/2019	100.000		1,075,000.00	949.58	1,075,949.58	0.00
Paydown	09/15/2017	43814HAC2	9,811.24	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	100.000		9,811.24	7.19	9,818.43	0.00
Paydown	09/15/2017	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	09/15/2017	477877AD6	17,872.96	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	100.000		17,872.96	70.03	17,942.99	0.00

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Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	09/15/2017	47787XAB3	0.00	John Deere Owner Trust 2017-A A2 1.5% Due 10/15/2019	100.000		0.00	462.50	462.50	0.00
Paydown	09/15/2017	47788BAB0	0.00	John Deere Owner Trust 2017-B A2A 1.59% Due 4/15/2020	100.000		0.00	616.79	616.79	0.00
Paydown	09/15/2017	47788BAD6	0.00	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	100.000		0.00	489.88	489.88	0.00
Paydown	09/15/2017	47788MAC4	0.00	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	100.000		0.00	719.67	719.67	0.00
Paydown	09/15/2017	47788NAB4	62,668.69	John Deere Owner Trust 2016-B A2 1.09% Due 2/15/2019	100.000		62,668.69	421.55	63,090.24	0.00
Paydown	09/15/2017	654747AB0	0.00	Nissan Auto Receivables 2017-A A2A 1.47% Due 1/15/2020	100.000		0.00	441.00	441.00	0.00
Paydown	09/15/2017	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	09/18/2017	43814RAB2	87,136.72	Honda Auto Receivables 2016-4 A2 1.04% Due 4/18/2019	100.000		87,136.72	704.71	87,841.43	0.00
Paydown	09/18/2017	65478WAB1	41,329.89	Nissan Auto Receivables Owner 2016-C A2A 1.07% Due 5/15/2019	100.000		41,329.89	301.35	41,631.24	0.00
Paydown	09/18/2017	89231LAB3	58,702.80	Toyota Auto Receivables Owner 2016-D 1.06% Due 5/15/2019	100.000		58,702.80	466.85	59,169.65	0.00
Paydown	09/19/2017	89237RAB4	0.00	Toyota Auto Receivable 2017-C A2A 1.58% Due 7/15/2020	100.000		0.00	1,726.81	1,726.81	0.00
Paydown	09/21/2017	43814TAB8	35,836.34	Honda Auto Receivables 2017-1 A2 1.42% Due 7/22/2019	100.000		35,836.34	585.75	36,422.09	0.00
		Subtotal	1,388,358.64				1,388,358.64	9,411.91	1,397,770.55	0.00
Security Withdrawal	09/06/2017	60934N104	336.67	Federated Investors Government Obligations Fund	1.000		336.67	0.00	336.67	0.00
		Subtotal	336.67				336.67	0.00	336.67	0.00
TOTAL DISPOSITIONS			3,667,965.49				3,666,690.00	10,846.52	3,677,536.52	261.00
OTHER TRANSACTIONS										
Interest	09/01/2017	17275RAR3	1,305,000.00	Cisco Systems Note 2.125% Due 3/1/2019	0.000		13,865.63	0.00	13,865.63	0.00
Interest	09/01/2017	30231GAV4	1,160,000.00	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	0.000		12,887.60	0.00	12,887.60	0.00

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Transaction Ledger

8/31/17 Thru 9/30/17

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	09/04/2017	24422ESL4	425,000.00	John Deere Capital Corp Note 2.8% Due 3/4/2021	0.000		5,950.00	0.00	5,950.00	0.00
Interest	09/11/2017	06406HCW7	1,675,000.00	Bank of New York Callable Note Cont 8/11/2019 2.3% Due 9/11/2019	0.000		19,262.50	0.00	19,262.50	0.00
Interest	09/12/2017	3135G0ZG1	1,700,000.00	FNMA Note 1.75% Due 9/12/2019	0.000		14,875.00	0.00	14,875.00	0.00
Interest	09/15/2017	68389XBK0	1,100,000.00	Oracle Corp Callable Note Cont 8/01/21 1.9% Due 9/15/2021	0.000		10,450.00	0.00	10,450.00	0.00
Interest	09/30/2017	912828Q37	1,700,000.00	US Treasury Note 1.25% Due 3/31/2021	0.000		10,625.00	0.00	10,625.00	0.00
Interest	09/30/2017	912828T34	1,700,000.00	US Treasury Note 1.125% Due 9/30/2021	0.000		9,562.50	0.00	9,562.50	0.00
		Subtotal	10,765,000.00				97,478.23	0.00	97,478.23	0.00
Dividend	09/01/2017	60934N104	108,597.31	Federated Investors Government Obligations Fund	0.000		326.75	0.00	326.75	0.00
		Subtotal	108,597.31				326.75	0.00	326.75	0.00
TOTAL OTHER TRANSACTIONS			10,873,597.31				97,804.98	0.00	97,804.98	0.00

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Section 3

FOR PROFESSIONAL CLIENTS ONLY
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CITY OF MORENO VALLEY

September 2017

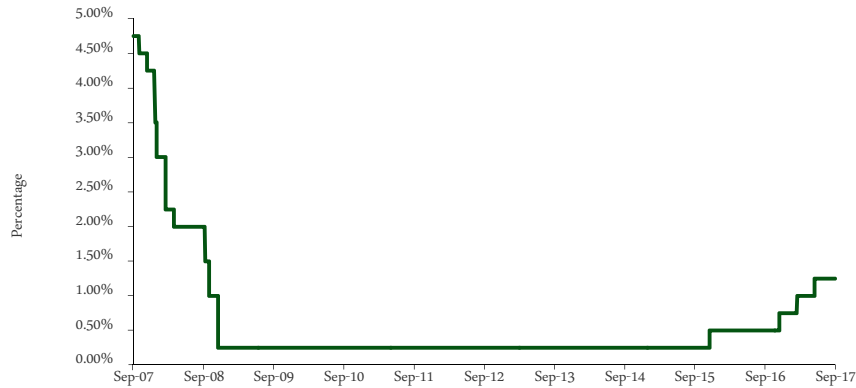
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FIXED INCOME MARKET REVIEW

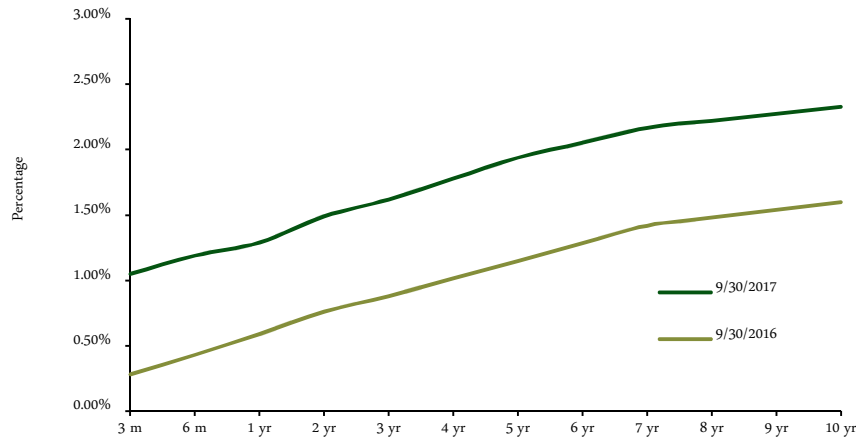
As of September 30, 2017

Chart 1: Fed funds target rate: 9/30/2007—9/30/2017



Source: Bloomberg Finance LP, September 30, 2017.

Chart 2: Treasury yield curve: 9/30/2016 and 9/30/2017



Source: Bloomberg Finance LP, September 30, 2017.

Economic Indicators and Monetary Policy

The Federal Open Market Committee (FOMC) met on September 20 and voted unanimously to maintain the current Fed funds target rate in a range of 1% to 1.25%. The FOMC has increased the target rate four times in this tightening cycle in order to normalize interest rates. Rate increases occurred in March and June in 2017, and December rate increases were implemented in 2015 and 2016. (See Chart 1.)

Federal Reserve (Fed) Chair Janet Yellen’s comments during a press conference helped push rates higher as she noted: “We continue to expect that the ongoing strength of the economy will warrant gradual increases in that rate to sustain a healthy labor market and stabilize inflation around our 2% longer-run objective.” Fed rate projections revealed expectations for one more rate hike this year and three quarter-point increases next year. The longer-run forecast for the Fed funds target rate decreased by 25 bp to a 2.75% terminal rate.

At the September meeting the FOMC also announced that the balance sheet normalization program will begin in October. The Fed’s \$4.5 trillion balance sheet will be reduced by \$10 billion a month to start, with runoff of \$6 billion in Treasuries and \$4 billion in mortgage-backed securities per month. The amounts will increase every three months until they reach \$30 billion of Treasuries and \$20 billion of mortgage-backed securities per month. The balance sheet reduction program and its implementation have been well communicated to the markets by the FOMC, with specific details released in June. The vote to begin implementation of the balance sheet normalization program in October was also unanimous.

Interest Rate Summary

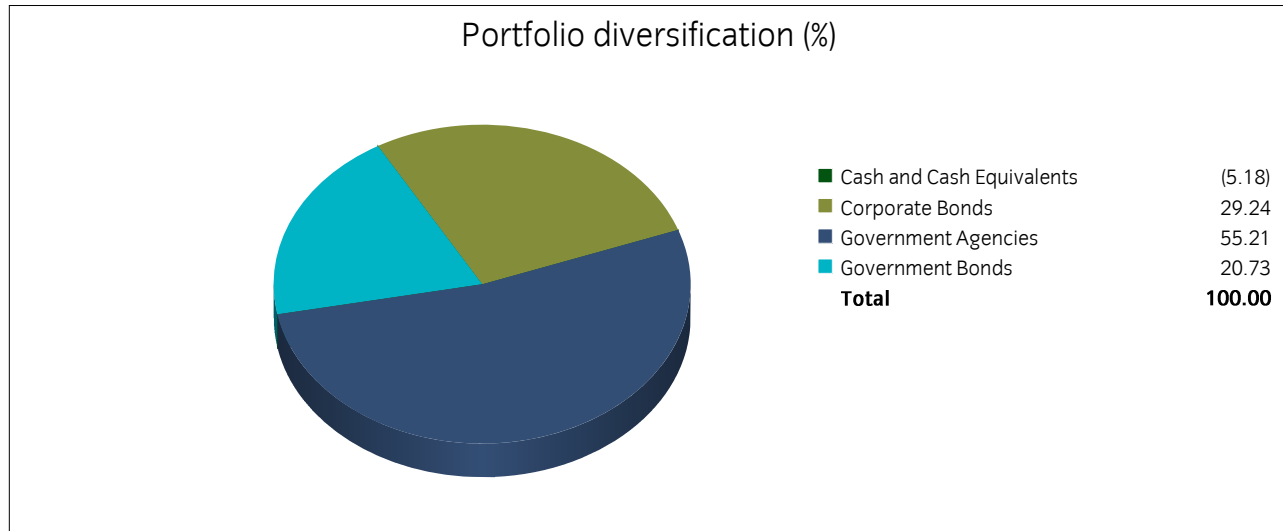
At the end of September the 3-month US Treasury bill yielded 1.05%, the 6-month US Treasury bill yielded 1.19%, the 2-year US Treasury note yielded 1.49%, the 5-year US Treasury note yielded 1.94% and the 10-year US Treasury note yielded 2.33%. (See Chart 2).

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RECAP OF SECURITIES HELD

As of September 30, 2017

	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	(2,867,315.05)	(2,867,315.05)	(2,867,315.05)	0.00	1	(5.18)	0.00
Corporate Bonds	16,193,607.20	16,180,288.60	16,165,104.45	(15,184.15)	499	29.24	1.33
Government Agencies	30,570,834.35	30,548,085.04	30,452,138.75	(95,946.29)	521	55.21	1.32
Government Bonds	11,477,393.17	11,546,760.56	11,547,371.73	611.17	361	20.73	0.97
Total	55,374,519.67	55,407,819.15	55,297,299.88	(110,519.27)	509	100.00	1.32

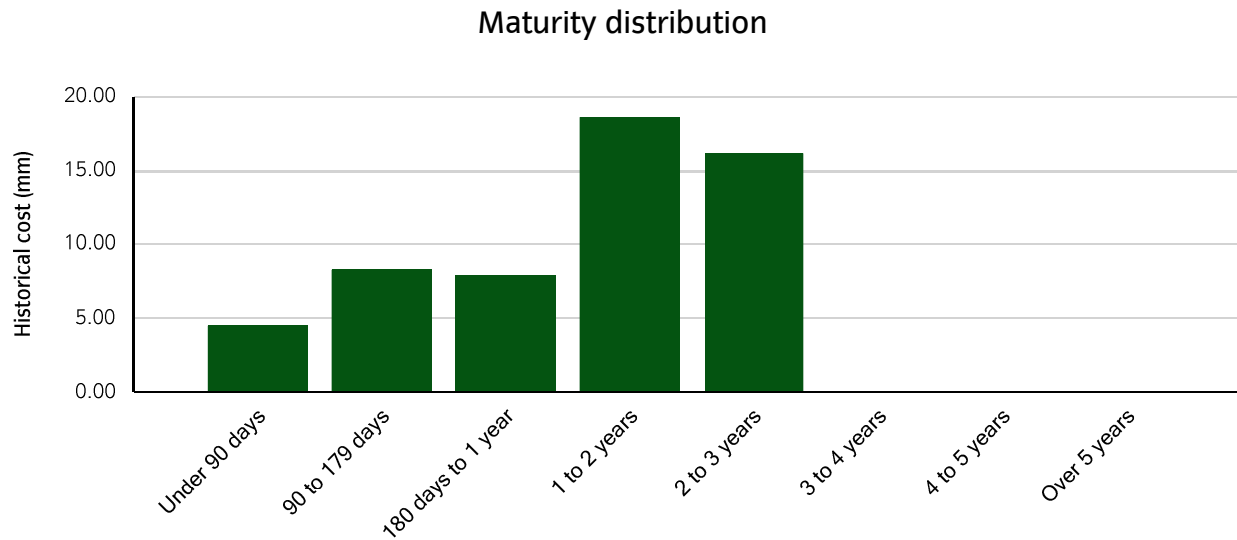


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MATURITY DISTRIBUTION OF SECURITIES HELD

As of September 30, 2017

Maturity	Historic cost	Percent
Under 90 days	4,535,341.09	8.19
90 to 179 days	8,307,495.85	15.00
180 days to 1 year	7,849,141.38	14.18
1 to 2 years	18,587,041.70	33.57
2 to 3 years	16,095,499.65	29.07
3 to 4 years	0.00	0.00
4 to 5 years	0.00	0.00
Over 5 years	0.00	0.00
	55,374,519.67	100.00



SECURITIES HELD

As of September 30, 2017

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		(2,867,315.05)	(2,867,315.05)	(2,867,315.05)	(2,867,315.05)	0.00	0.00	0.00	0.00	(5.18)
				0.00	0.00	0.00					
Total Cash and Cash Equivalents			(2,867,315.05)	(2,867,315.05)	(2,867,315.05)	(2,867,315.05)	0.00	0.00	0.00	0.00	(5.18)
				0.00	0.00	0.00					
Corporate Bonds											
68389XAN5	1.200	10/15/2017	1,000,000.00	1,003,020.00	1,000,049.19	999,885.00	(164.19)	0.00	966.67	5,500.00	1.81
ORACLE CORP 1.2% 15/10/2017				0.00	(98.37)	41.00					
458140AL4	1.350	12/15/2017	500,000.00	501,300.00	500,054.05	500,070.00	15.95	0.00	543.75	1,968.75	0.91
INTEL CORP 1.35% 15/12/2017				0.00	(21.62)	89.50					
459200HZ7	1.125	02/06/2018	1,000,000.00	998,600.00	999,836.97	999,156.00	(680.97)	0.00	906.25	1,687.50	1.80
IBM CORP 1.125% 06/02/2018				0.00	38.82	249.00					
24422ESB6	1.300	03/12/2018	1,000,000.00	998,550.00	999,789.14	999,366.00	(423.14)	6,500.00	1,047.22	650.00	1.80
JOHN DEERE CAPITAL CORP 1.3% 12/03/2018				0.00	39.05	(43.00)					
191216BA7	1.150	04/01/2018	1,000,000.00	995,110.00	999,197.56	998,652.00	(545.56)	0.00	926.39	5,718.06	1.80
COCA-COLA CO/THE 1.15% 01/04/2018				0.00	133.00	(18.00)					
931142DF7	1.125	04/11/2018	1,130,000.00	1,128,960.40	1,129,890.18	1,128,482.41	(1,407.77)	0.00	1,024.06	5,967.81	2.04
WAL-MART STORES INC 1.125% 11/04/2018				0.00	17.25	216.96					
037833AJ9	1.000	05/03/2018	500,000.00	493,995.00	499,282.23	498,830.00	(452.23)	0.00	402.78	2,041.67	0.89
APPLE INC 1% 03/05/2018				0.00	101.09	55.00					
91159HHE3	1.950	11/15/2018	215,000.00	215,455.80	215,107.70	215,889.24	781.54	0.00	337.73	1,572.19	0.39
US BANCORP 1.95% 15/11/2018 (CALLABLE 15/10/18)		10/15/2018		0.00	(7.98)	(150.72)					

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SECURITIES HELD

As of September 30, 2017

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											
17275RBB7 CISCO SYSTEMS INC 1.6% 28/02/2019	1.600	02/28/2019	700,000.00	702,331.00 0.00	701,092.66 (64.27)	699,526.80 (967.40)	(1,565.86)	0.00	902.23	995.56	1.27
17275RAR3 CISCO SYSTEMS INC 2.125% 01/03/2019	2.125	03/01/2019	500,000.00	503,740.00 0.00	501,058.80 (62.16)	503,774.50 (305.50)	2,715.70	5,312.50	855.90	855.90	0.91
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	1,502,467.22 (125.45)	1,493,284.50 (1,087.50)	(9,182.72)	0.00	1,691.66	7,583.33	2.72
94988J5D5 WELLS FARGO BANK NA 1.75% 24/05/2019	1.750	05/24/2019	1,200,000.00	1,196,316.00 0.00	1,197,337.84 134.45	1,199,169.60 (1,628.40)	1,831.76	0.00	1,691.67	7,350.00	2.16
02665WAH4 AMERICAN HONDA FINANCE 2.25% 15/08/2019	2.250	08/15/2019	1,500,000.00	1,541,520.00 0.00	1,523,953.85 (1,064.61)	1,511,902.50 (3,505.50)	(12,051.35)	0.00	2,718.75	4,218.75	2.78
713448DJ4 PEPSICO INC 1.35% 04/10/2019	1.350	10/04/2019	1,500,000.00	1,487,931.00 0.00	1,490,111.34 409.75	1,495,536.00 2,454.00	5,424.66	0.00	1,631.25	9,900.00	2.69
594918AY0 MICROSOFT CORP 1.85% 12/02/2020 (CALLABLE 12/01/20)	1.850	02/12/2020 01/12/2020	1,000,000.00	1,004,330.00 0.00	1,003,595.67 (126.61)	1,004,548.00 (1,050.00)	952.33	0.00	1,490.28	2,466.67	1.81
25468PDP8 WALT DISNEY COMPANY/THE 1.95% 04/03/2020	1.950	03/04/2020	1,000,000.00	1,003,140.00 0.00	1,002,703.80 (92.81)	1,003,333.00 (4,531.00)	629.20	9,641.67	1,570.83	1,408.33	1.81
0258M0DX4 AMERICAN EXPRESS CREDIT 2.6% 14/09/2020 (CALLABLE 14/08/20)	2.600	09/14/2020 08/14/2020	900,000.00	914,913.00 (520.00)	914,760.40 (152.60)	913,698.90 (1,214.10)	(1,061.50)	0.00	520.00	1,040.00	1.65
Total Corporate Bonds			16,145,000.00	16,193,607.20 (520.00)	16,180,288.60 (943.07)	16,165,104.45 (11,395.66)	(15,184.15)	21,454.17	19,227.42	60,924.52	29.24

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SECURITIES HELD

As of September 30, 2017

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											
3135G0RT2 FANNIE MAE 0.875% 20/12/2017	0.875	12/20/2017	1,850,000.00	1,845,264.00 0.00	1,849,782.13 81.70	1,849,119.40 257.15	(662.73)	0.00	1,303.99	4,496.53	3.33
3134G6PM9 FREDDIE MAC 1.05% 29/12/2017 CALLABLE	1.050	12/29/2017	1,000,000.00	1,000,600.00 0.00	1,000,053.67 (18.09)	999,880.00 (90.00)	(173.67)	0.00	845.84	2,654.17	1.81
3137EADN6 FREDDIE MAC 0.75% 12/01/2018 #1	0.750	01/12/2018	1,850,000.00	1,833,275.85 0.00	1,848,915.26 319.04	1,847,837.35 140.60	(1,077.91)	0.00	1,117.71	3,006.25	3.31
3135G0TG8 FANNIE MAE 0.875% 08/02/2018	0.875	02/08/2018	1,500,000.00	1,475,430.00 0.00	1,498,125.77 439.27	1,498,011.00 (85.50)	(114.77)	0.00	1,057.29	1,895.83	2.66
3135G0VC4 FANNIE MAE 1.13% 28/02/2018 CALLABLE	1.130	02/28/2018	2,000,000.00	2,001,040.00 0.00	2,000,159.02 (31.81)	1,999,220.00 1,420.00	(939.02)	0.00	1,820.56	2,008.89	3.61
3135G0WJ8 FANNIE MAE 0.875% 21/05/2018	0.875	05/21/2018	1,000,000.00	969,505.00 0.00	995,935.17 527.90	997,444.00 (94.00)	1,508.83	0.00	704.86	3,135.42	1.75
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	1,211,971.64 (1,448.18)	1,210,824.00 (1,584.00)	(1,147.64)	0.00	2,494.00	9,632.00	2.26
3135G0YM9 FANNIE MAE 1.875% 18/09/2018	1.875	09/18/2018	2,000,000.00	2,036,700.00 0.00	2,012,484.46 (1,076.24)	2,009,696.00 (3,020.00)	(2,788.46)	18,750.00	3,020.83	1,250.00	3.68
3135G0YT4 FANNIE MAE 1.625% 27/11/2018	1.625	11/27/2018	1,000,000.00	996,020.00 0.00	999,070.22 66.89	1,001,301.00 (2,843.00)	2,230.78	0.00	1,309.02	5,552.08	1.80
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	2,021,168.37 (1,463.26)	2,007,202.00 (3,328.00)	(13,966.37)	0.00	2,819.45	10,305.56	3.69

Attachment: 09-2017 Investment Report [Revision 1] (2842 : RECEIPT OF QUARTERLY INVESTMENT

SECURITIES HELD

As of September 30, 2017

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											
3137EADZ9 FREDDIE MAC 1.125% 15/04/2019	1.125	04/15/2019	2,000,000.00	2,000,040.00 0.00	2,000,020.22 (1.09)	1,989,842.00 (3,608.00)	(10,178.22)	0.00	1,812.50	10,312.50	3.61
3134GBRH7 FREDDIE MAC 1.4% 14/06/2019 (CALLABLE 14/12/17)	1.400	06/14/2019 12/14/2017	1,500,000.00	1,499,100.00 0.00	1,499,218.39 38.19	1,495,380.00 (3,945.00)	(3,838.39)	0.00	1,691.66	6,183.33	2.71
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	1,518,223.83 (827.10)	1,511,790.00 (4,560.00)	(6,433.83)	0.00	2,489.17	5,064.17	2.76
313380FB8 FEDERAL HOME LOAN BANK 1.375% 13/09/2019	1.375	09/13/2019	1,000,000.00	1,016,632.00 0.00	1,010,105.70 (431.25)	996,980.00 (1,750.00)	(13,125.70)	6,875.00	1,107.64	649.31	1.84
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	1,689,176.51 416.82	1,684,904.00 (4,658.00)	(4,272.51)	0.00	1,540.63	6,428.13	3.04
3133ECEY6 FEDERAL FARM CREDIT BANK 1.45% 11/02/2020	1.450	02/11/2020	1,000,000.00	999,000.00 0.00	999,261.93 26.02	997,970.00 (3,300.00)	(1,291.93)	0.00	1,168.05	1,973.61	1.80
3134G96L6 FREDDIE MAC 1.3% 25/02/2020 (CALLABLE 25/11/17)	1.300	02/25/2020 11/25/2017	1,000,000.00	1,000,000.00 0.00	1,000,000.00 0.00	991,080.00 (2,970.00)	(8,920.00)	0.00	1,047.22	1,263.89	1.81
3136G3UB9 FANNIE MAE 1.2% 30/03/2020 CALLABLE	1.200	03/30/2020	1,300,000.00	1,299,025.00 0.00	1,299,331.68 22.27	1,282,996.00 (1,820.00)	(16,335.68)	0.00	1,300.00	7,800.00	2.35
3130AB6A9 FEDERAL HOME LOAN BANK 1.65% 20/07/2020	1.650	07/20/2020	1,000,000.00	999,910.00 0.00	999,921.03 2.35	998,760.00 (4,910.00)	(1,161.03)	0.00	1,329.16	3,208.33	1.81
3130ACBY9 FEDERAL HOME LOAN BANK 1.68% 28/08/2020 (CALLABLE 28/02/18)	1.680	08/28/2020 02/28/2018	1,600,000.00	1,600,000.00 0.00	1,600,000.00 0.00	1,591,472.00 (7,872.00)	(8,528.00)	0.00	2,165.33	2,389.33	2.89

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SECURITIES HELD

As of September 30, 2017

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											
3133EHYM9 FEDERAL FARM CREDIT BANK 1.5% 14/09/2020	1.500	09/14/2020	1,500,000.00	1,495,110.00 (437.50)	1,495,160.04 50.04	1,490,430.00 (4,680.00)	(4,730.04)	0.00	562.50	1,000.00	2.70
Total Government Agencies			30,500,000.00	30,570,834.35 (437.50)	30,548,085.04 (3,306.53)	30,452,138.75 (53,299.75)	(95,946.29)	25,625.00	32,707.41	90,209.33	55.21
Government Bonds											
912828T59 USA TREASURY 0.625% 30/09/2017	0.625	09/30/2017	2,875,000.00	2,860,759.64 0.00	2,875,000.00 263.86	2,875,000.00 948.75	0.00	0.00	1,472.84	8,984.37	5.17
912828UA6 USA TREASURY 0.625% 30/11/2017	0.625	11/30/2017	1,200,000.00	1,192,312.50 0.00	1,199,362.86 313.35	1,199,078.40 422.40	(284.46)	0.00	614.75	2,500.00	2.15
912828UU2 USA TREASURY 0.75% 31/03/2018	0.750	03/31/2018	1,000,000.00	976,018.98 0.00	997,441.65 421.71	997,695.00 273.00	253.35	0.00	614.75	3,750.00	1.76
912828WD8 USA TREASURY 1.25% 31/10/2018	1.250	10/31/2018	1,700,000.00	1,679,818.19 0.00	1,695,517.67 339.57	1,697,410.90 (2,257.60)	1,893.23	0.00	1,732.34	8,834.92	3.03
912828A34 USA TREASURY 1.25% 30/11/2018	1.250	11/30/2018	725,000.00	709,284.65 0.00	721,278.63 262.07	723,810.28 (934.52)	2,531.65	0.00	742.82	3,020.83	1.28
912828B33 USA TREASURY 1.5% 31/01/2019	1.500	01/31/2019	1,450,000.00	1,452,039.06 (3,723.51)	1,452,030.74 (8.32)	1,451,529.75 (509.31)	(500.99)	0.00	0.00	3,723.51	2.62
912828F39 USA TREASURY 1.75% 30/09/2019	1.750	09/30/2019	1,100,000.00	1,108,507.81 0.00	1,107,473.77 (307.14)	1,105,542.90 (3,523.30)	(1,930.87)	0.00	1,577.87	9,625.00	2.00

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SECURITIES HELD

As of September 30, 2017

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											
912828X21 USA TREASURY 1.5% 15/04/2020	1.500	04/15/2020	1,500,000.00	1,498,652.34 (10,450.82)	1,498,655.24 2.90	1,497,304.50 (1,347.84)	(1,350.74)	0.00	0.00	10,450.82	2.71
Total Government Bonds			11,550,000.00	11,477,393.17 (14,174.33)	11,546,760.56 1,288.00	11,547,371.73 (6,928.42)	611.17	0.00	6,755.37	50,889.45	20.73
Grand total			55,327,684.95	55,374,519.67 (15,131.83)	55,407,819.15 (2,961.60)	55,297,299.88 (71,623.83)	(110,519.27)	47,079.17	58,690.20	202,023.30	100.00

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SECURITIES PURCHASED

For the period September 1, 2017 - September 30, 2017

Cusip / Description / Broker	Trade date Settle date	Coupon	Maturity/ Call date	Par value or shares	Unit cost	Principal cost	Accrue interest purchase
Corporate Bonds							
0258M0DX4 AMERICAN EXPRESS CREDIT 2.6% 14/09/2020 (CALLABLE 14/08/20) CREDIT SUISSE SECURITIES (USA) LLC	09/20/2017 09/22/2017	2.600	09/14/2020 08/14/2020	900,000.00	101.66	(914,913.00)	(520.00)
Total Corporate Bonds				900,000.00		(914,913.00)	(520.00)
Government Agencies							
3133EHYM9 FEDERAL FARM CREDIT BANK 1.5% 14/09/2020 WELLS FARGO SECURITIES INTL LTD	09/20/2017 09/21/2017	1.500	09/14/2020	1,500,000.00	99.67	(1,495,110.00)	(437.50)
Total Government Agencies				1,500,000.00		(1,495,110.00)	(437.50)
Government Bonds							
912828B33 USA TREASURY 1.5% 31/01/2019 BARCLAYS BANK PLC	09/28/2017 10/02/2017	1.500	01/31/2019	1,450,000.00	100.14	(1,452,039.06)	(3,723.50)
912828X21 USA TREASURY 1.5% 15/04/2020 HSBC SECURITIES (USA) INC.	09/28/2017 10/02/2017	1.500	04/15/2020	1,500,000.00	99.91	(1,498,652.34)	(10,450.80)
Total Government Bonds				2,950,000.00		(2,950,691.40)	(14,174.30)
Grand total				5,350,000.00		(5,360,714.40)	(15,131.80)

Attachment: 09-2017 Investment Report [Revision 1] (2842 : RECEIPT OF QUARTERLY INVESTMENT

SECURITIES SOLD AND MATURED

For the period September 1, 2017 - September 30, 2017

Cusip/ Description/ Broker	Trade date Settle date	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost at sale or maturity /Accr (amort)	Price	Fair value at sale or maturity / Chg.in fair value	Realized gain (loss)	Accrued interest sold	Interest received	Initial cost	Final cost
Corporate Bonds													
0258M0DR7 AMERICAN EXPRESS CR CORP MEDIUM TERM NTS 1.55% DUE 09-22-2017	09/22/2017 09/22/2017	1.550		(740,000.00)	745,379.80	740,000.00 (131.80)	0.00	740,000.00 5.92	0.00	0.00	5,735.00	6,826.75	6,826.75
Total (Corporate Bonds)				(740,000.00)	745,379.80	740,000.00 (131.80)		740,000.00 5.92	0.00	0.00	5,735.00	6,826.75	6,826.75
Government Agencies													
3133EAY28 FEDERAL FARM CR BKS .83 DUE 09-21-2017	09/21/2017 09/21/2017	0.830		(1,645,000.00)	1,645,000.00	1,645,000.00 0.00	0.00	1,645,000.00 197.40	0.00	0.00	6,826.75	7,024.15	7,024.15
Total (Government Agencies)				(1,645,000.00)	1,645,000.00	1,645,000.00 0.00		1,645,000.00 197.40	0.00	0.00	6,826.75	7,024.15	7,024.15
Grand total				(2,385,000.00)	2,390,379.80	2,385,000.00 (131.80)		2,385,000.00 203.32	0.00	0.00	12,561.75	13,850.90	13,850.90

Attachment: 09-2017 Investment Report [Revision 1] (2842 : RECEIPT OF QUARTERLY INVESTMENT

TRANSACTION REPORT

For the period September 1, 2017 - September 30, 2017

Trade date Settle date	Cusip	Transaction	Sec type	Description	Maturity	Par value or shares	Realized gain(loss)	Principal	Interest	Transaction	Balance
09/01/2017 09/01/2017	17275RAR3	Income	Corporate Bonds	CISCO SYSTEMS INC 2.125%	03/01/2019	500,000.00	0.00	0.00	5,312.50	5,312.50	0.00
09/04/2017 09/04/2017	25468PDP8	Income	Corporate Bonds	WALT DISNEY COMPANY/THE	03/04/2020	1,000,000.00	0.00	0.00	9,641.67	9,641.67	0.00
09/12/2017 09/12/2017	24422ESB6	Income	Corporate Bonds	JOHN DEERE CAPITAL CORP	03/12/2018	1,000,000.00	0.00	0.00	6,500.00	6,500.00	0.00
09/13/2017 09/13/2017	313380FB8	Income	Government Agencies	FEDERAL HOME LOAN BANK	09/13/2019	1,000,000.00	0.00	0.00	6,875.00	6,875.00	0.00
09/18/2017 09/18/2017	3135G0YM9	Income	Government Agencies	FANNIE MAE 1.875%	09/18/2018	2,000,000.00	0.00	0.00	18,750.00	18,750.00	0.00
09/20/2017 09/22/2017	0258MODX4	Bought	Corporate Bonds	AMERICAN EXPRESS CREDIT	09/14/2020	900,000.00	0.00	(914,913.00)	(520.00)	(915,433.00)	0.00
09/20/2017 09/21/2017	3133EHYM9	Bought	Government Agencies	FEDERAL FARM CREDIT BANK	09/14/2020	1,500,000.00	0.00	(1,495,110.00)	(437.50)	(1,495,547.50)	0.00
09/21/2017 09/21/2017	3133EAY28	Income	Government Agencies	FEDERAL FARM CR BKS .83 DUE	09/21/2017	1,645,000.00	0.00	0.00	6,826.75	6,826.75	0.00
09/21/2017 09/21/2017	3133EAY28	Capital Change	Government Agencies	FEDERAL FARM CR BKS .83 DUE	09/21/2017	(1,645,000.00)	0.00	1,645,000.00	0.00	1,645,000.00	0.00
09/22/2017 09/22/2017	0258MODR7	Income	Corporate Bonds	AMERICAN EXPRESS CR CORP	09/22/2017	740,000.00	0.00	0.00	5,735.00	5,735.00	0.00
09/22/2017 09/22/2017	0258MODR7	Capital Change	Corporate Bonds	AMERICAN EXPRESS CR CORP	09/22/2017	(740,000.00)	0.00	740,000.00	0.00	740,000.00	0.00
09/28/2017 10/02/2017	912828B33	Bought	Government Bonds	USA TREASURY 1.5%	01/31/2019	1,450,000.00	0.00	(1,452,039.06)	(3,723.51)	(1,455,762.57)	0.00
09/28/2017 10/02/2017	912828X21	Bought	Government Bonds	USA TREASURY 1.5%	04/15/2020	1,500,000.00	0.00	(1,498,652.34)	(10,450.82)	(1,509,103.16)	0.00
09/30/2017		Income	Cash and Cash Equivalent	Cash		0.00	0.00	0.00	47.07	47.07	0.00

Attachment: 09-2017 Investment Report [Revision 1] (2842 : RECEIPT OF QUARTERLY INVESTMENT

OCTOBER 2017



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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.

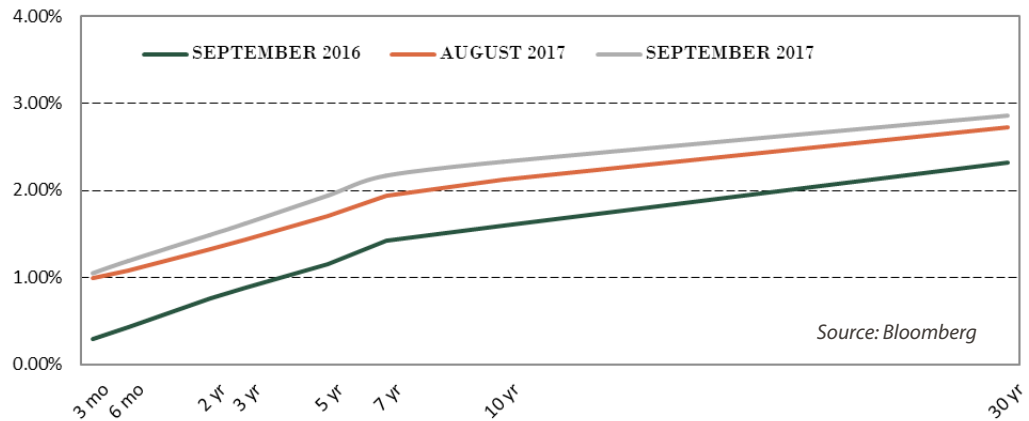
Market Summary

The Federal Open Market Committee (FOMC) left the fed funds target rate unchanged at a range of 1.00%-1.25% at the September 19-20 meeting. However, the Committee began its balance sheet normalization program this month. The process of unwinding the Fed's \$4.5 trillion balance sheet beginning gradually by allowing \$6 billion per month in Treasury securities and \$4 billion per month in mortgage-backed and agency securities to roll off the balance sheet. Over time, the amounts will slowly increase to \$30 billion per month in Treasury securities and \$20 billion per month in mortgage-backed and agency securities. The Fed's updated economic projections still indicate one more rate hike before year-end is expected. However, the Fed lowered its median longer-run fed funds rate projection to 2.8% from 3.0%. The Fed's other economic projections were little changed in September although the median 2018 inflation forecast was lowered slightly, suggesting that the Committee now thinks inflation may remain below the Fed's 2.0% target until 2019.

GDP grew by 3.1% in the second quarter, following growth of 1.2% in the first quarter. The consensus forecast currently calls for GDP growth of about 2.6% in the third quarter and 2.4% in the current quarter. We believe economists may trim their estimates for third quarter GDP growth, to reflect disruptions caused by Hurricanes Harvey and Irma. Tax reform or fiscal stimulus may ultimately help fuel stronger economic growth, but the timing and magnitude of such programs remains uncertain.

The Treasury yield curve steepened in September, partially reversing some of the curve flattening that has happened year-to-date. The 2-year Treasury yield increased 16 basis points in September to 1.48% and the 10-year Treasury yield increased about 22 basis points to 2.33%. On a year-to-date basis the 2-year Treasury yield increased 29 basis points and the 10-year Treasury yield declined 11 basis points. Since the beginning of this year, we believe market participants have grown skeptical that the Trump administration will deliver on many of their legislative objectives. However, the administration recently outlined a general framework for tax reform, sparking some renewed optimism that change to the tax code may help boost economic growth.

The Treasury Yield Curve Flattened This Year:



The yield curve steepened in September but has flattened year-to-date. The spread between 2-year and 10-year Treasury yields was just 85 basis points at the end of September, compared to 126 at the end of 2016. In the three months ending in September, the 2-year Treasury yield increased about ten basis points while the 10-year Treasury yield increased just three basis points. Immediately following the US Presidential election last fall, the Treasury yield curve steepened, but much of that has since reversed.

TREASURY YIELDS	Trend (▲/▼)	9/30/2017	8/31/2017	Change
3-Month	▲	1.05	0.99	0.06
2-Year	▲	1.49	1.33	0.16
3-Year	▲	1.62	1.43	0.19
5-Year	▲	1.94	1.70	0.24
7-Year	▲	2.17	1.94	0.23
10-Year	▲	2.33	2.12	0.21
30-Year	▲	2.86	2.73	0.13

Source: Bloomberg

Attachment: CAM-Newsletter-October-2017 (2842 : RECEIPT OF QUARTERLY INVESTMENT REPORT - QUARTER ENDED SEPTEMBER 30,

Market Data

World Indices
data as of 9/30/2017

	Diff (8/31/17)	% Change
S&P 500		
2,519.36	47.71	1.93%
NASDAQ		
6,495.96	67.30	1.05%
DOW JONES		
22,405.09	456.99	2.08%
FTSE (UK)		
7,372.76	(57.86)	(0.78%)
DAX (Germany)		
12,828.86	773.02	6.41%
Hang Seng (Hong Kong)		
27,554.30	(416.00)	(1.49%)
Nikkei (Japan)		
20,356.28	710.04	3.61%

Source: Bloomberg

Economic Roundup

Consumer Prices

The Consumer Price Index (CPI) was up 1.9% year-over-year in August, versus up 1.7% year-over-year in July. Core CI (CPI less food and energy) was up just 1.7% year-over-year in August, unchanged from the prior month. The Personal Consumption Expenditures (PCE) index was up 1.4% year-over-year in August, unchanged from June or July. Core PC (excluding food and energy) was up just 1.3% year-over-year in August, versus up 1.4% year-over-year in July. Inflation remains below the Fed's 2.0% target.

Retail Sales

On a year-over-year basis, total retail sales were up 3.2% in August compared with a 3.5% increase in July. On a month-over-month basis, retail sales declined 0.2% in August, below expectations for a 0.1% increase. Excluding autos and gas, retail sales fell 0.1% in August. Overall, August retail sales were lackluster. Although August results may have been negatively impacted by Hurricane Harvey, the retail sales figures for July were also revised down.

Labor Market

U.S. payrolls declined 33,000 in September, well below the +80,000 consensus estimate. However, September payroll were likely significantly distorted by the hurricanes. The unemployment rate decreased to 4.2% in September from 4.4% in August, and the labor participation rate increased to 63.1% from 62.9%. 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 8.3% from 8.6%. Wages jumped 0.5% in September. On a year-over-year basis wages were up 2.9% in September, versus up 2.7% year-over-year in August.

Housing Starts

Total housing starts fell slightly in August but were still stronger than expected. Single-family starts increased 1.6% in August, partially offsetting a 6.5% decline in multi-family starts. Permits were stronger than expected in August, up 5.7% driven by a 19.6% surge in multi-family permits. Overall, the August housing starts report was favorable, particularly considering it includes some effects from Hurricane Harvey.

Credit Spreads Tightened in September

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change
3-month top rated commercial paper	0.18	0.24	(0.06)
2-year A corporate note	0.42	0.47	(0.05)
5-year A corporate note	0.57	0.65	(0.08)
5-year Agency note	0.09	0.11	(0.02)

Source: Bloomberg

Data as of 9/30/2017

Economic Data Remains Indicative of Slow Growth

ECONOMIC INDICATOR	Current Release	Prior Release	One Year Ago
Trade Balance	(42.4) \$Bln AUG 17	(43.6) \$Bln JUL 17	(41.1) \$Bln AUG 16
GDP	3.1% JUN 17	1.2% MAR 17	2.2% JUN 16
Unemployment Rate	4.2% SEP 17	4.4% AUG 17	4.9% SEP 16
Prime Rate	4.25% SEP 17	4.25% AUG 17	3.5% SEP 16
CRB Index	183.09 SEP 17	180.86 AUG 17	186.31 SEP 16
Oil (West Texas Int.)	\$51.67 SEP 17	\$47.23 AUG 17	\$48.24 SEP 16
Consumer Price Index (y/o/y)	1.9% AUG 17	1.7% JUL 17	1.1% AUG 16
Producer Price Index (y/o/y)	2.9% AUG 17	2.2% JUL 17	(1.9%) AUG 16
Dollar/Euro	1.18 SEP 17	1.19 AUG 17	1.12 SEP 16

Source: Bloomberg

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Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer
Michelle Dawson, City Manager

AGENDA DATE: December 5, 2017

TITLE: FISCAL YEAR 2017/18 FIRST QUARTER BUDGET
REVIEW

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Fiscal Year 2017/18 First Quarter Financial Summary Report.

SUMMARY

This report provides the First Quarter Financial Summary Report which updates the Mayor and City Council regarding current year financial trends and provides the Fiscal Year 2017/18 first quarter budget review through September 30, 2017.

This item was presented to the Finance Subcommittee on November 28, 2017 for review and discussion.

DISCUSSION

On May 2, 2017, the City Council adopted the Two-Year Operating Budget for Fiscal Years 2017/18 – 2018/19. The budget included all component units of the City, including the General Fund, Community Services District, Housing Authority and Successor Agency. During the two-year budget period, the City Council will be kept informed of the City's financial condition through the process of quarterly budget reviews. This ongoing process ensures a forum to review expenditure and revenue changes from the estimates made in the budget document. Additionally, any significant changes in projected revenue or unanticipated expenditures will be shared with the City Council should they occur. This report provides the FY 2017/18 first quarter review for the first three months of FY 2017/18, July through September. The first quarter budget

review will focus primarily on the City's General Fund. This review will also present three-month operational results from other key funds.

FISCAL YEAR 2017/18 FIRST QUARTER FINANCIAL SUMMARY REPORT:

This First Quarter Financial Summary Report updates the Mayor and City Council regarding current year financial trends and provides the opportunity for the City Council to review the recommended actions as they relate to revenues and expenditures.

General Fund Revenue Update

Revenue receipts do not follow an even schedule. Although 25% of the fiscal year has elapsed, based on historic trends revenues are estimated to be at approximately 10% of the budgeted amount. Actual revenues received are currently 11% of budget. Revenue amounts continue to be stable. Although there will be variances in some of the amounts budgeted, the total is expected to remain within 1% of the amended budget for the year. Total General Fund revenue is estimated to be \$100.8 million. It should be noted that the lag in timing of revenue receipts is one reason an operating cash reserve is necessary.

General Fund Expenditure Update

Although not all expenditures follow a straight-line spending pattern, operating expenditures should track close to within 25% of budget for the year at the end of the first three months. As of September 30, 2017, total General Fund expenditures were at 25%. This pace is within expectations for most activities in the General Fund.

ALTERNATIVES

1. Recommend approval of proposed Recommended Action as set forth in this staff report. The approval of this item will allow for ongoing activities to be carried out in the current fiscal year. *Staff recommends this alternative.*
2. Do not recommend approval of proposed Recommended Action as set forth in this staff report. *Staff does not recommend this alternative.*

FISCAL IMPACT

The City's Operating and Capital Budgets provide the funding and expenditure plan for all funds. As such, they serve as the City's financial plan for the fiscal year. There are no fiscal impacts.

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Stephanie Cuff
Management Analyst

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

Concurred By:
Brian Mohan
Financial Resources Division Manager

CITY COUNCIL GOALS

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

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

CITY COUNCIL STRATEGIC PRIORITIES

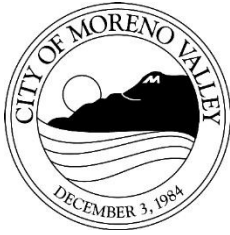
- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. FY17-18 First Quarter Financial Summary Report

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/17/17 10:38 AM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 11:56 AM
City Manager Approval	<u>✓ Approved</u>	11/22/17 12:02 PM



City of Moreno Valley

Fiscal Year 2017/18

First Quarter Financial Summary

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer/City Treasurer

DATE: December 5, 2017

INTRODUCTION

On May 2, 2017, the City Council adopted the Two-Year Operating Budget for Fiscal Years (FY) 2017/18 – 2018/19. During the two-year budget period the City Council will be kept apprised of the City's financial condition through the process of First Quarter, Mid-Year Budget and Third Quarter Reviews. This ongoing process ensures a forum to look at expenditure and revenue deviations from the estimates made in the budget document. Additionally, any significant variances in projected revenue or unanticipated expenditures will be shared with the City Council should they occur.

This report provides a review of the unaudited financial results at the first quarter of FY 2017/18 (July 2017 – September 2017, 25% of the fiscal year).

CITYWIDE OPERATING EXPENDITURE SUMMARY

The following table contains a summary of the adopted budget, amended budget and the First Quarter expenditures. The totals represent each major fund type and component unit of the City.

Table 1. Citywide Operating Expenditures

Fund/Component Unit	FY 2017/18 Adopted Budget	FY 2017/18 Amended Budget	Actuals as of 9/30/17 (unaudited)	% of Amended Budget
General Fund	\$ 100,679,474	\$ 100,775,931	\$ 25,719,454	25.5%
Community Services District (CSD)	19,684,286	19,684,286	4,126,066	21.0%
Successor Agency	4,772,867	4,772,867	43,049,662	902.0%
Housing Fund	250,000	250,000	8,416	3.4%
Special Revenue Funds	28,708,442	46,203,620	6,264,791	13.6%
Capital Projects Funds	5,704,618	12,679,241	352,314	2.8%
Electric Utility Funds	34,193,565	41,860,219	9,187,645	21.9%
Internal Service Funds	13,798,372	14,073,016	3,587,079	25.5%
Debt Service Funds	6,461,310	6,461,310	2,000	0.0%
Total	\$ 214,252,934	\$ 246,760,490	\$ 92,297,429	37.4%

Actions taken by the City Council subsequent to the May 2, 2017 adoption of the two-year budget and included in the Amended Budget are:

- Capital Improvement Plan included \$29,747,946 of carryover budget from the prior fiscal year.
- Refunding of the Successor Agency 2007 RDA Tax Allocation Bonds. The associated budget amendments are in process and will be reflected in the next quarterly review.
- Throughout the fiscal year there are also budget amendments to reflect the acceptance of grants and adjustments to contractual services and material/supplies. The individual amendments are reviewed as part of separate City Council agenda items.
- As a subsequent event, the first quarter carryover and budget adjustments were approved on the November 7, 2017 Council meeting which will be reflected in the next quarterly review.

The majority of this first quarter update will focus on the General Fund, as it supports all basic services provided to City residents. Highlights for other key component funds will be discussed at a summary level as well.

GENERAL FUND OPERATING

Table 2. General Fund Operations

	FY 2017/18 Adopted Budget	FY 2017/18 Amended Budget	Actuals as of 9/30/2017 (unaudited)	% of Amended Budget
Revenues:				
Taxes:				
Property Tax	\$ 13,930,000	\$ 13,930,000	\$ -	0.0%
Property Tax in-lieu	18,300,000	18,300,000	-	0.0%
Utility Users Tax	16,200,000	16,200,000	3,168,040	19.6%
Sales Tax	18,200,000	18,200,000	1,364,272	7.5%
Other Taxes	12,133,500	12,133,500	1,201,967	9.9%
Licenses & Permits	2,674,824	2,674,824	793,663	29.7%
Intergovernmental	463,000	463,000	468,764	101.2%
Charges for Services	11,756,141	11,756,141	2,987,022	25.4%
Use of Money & Property	3,157,862	3,157,862	961,231	30.4%
Fines & Forfeitures	662,050	662,050	85,680	12.9%
Miscellaneous	70,197	70,197	94,034	134.0%
Total Revenues	\$ 97,547,574	\$ 97,547,574	\$ 11,124,672	11.4%
Expenditures:				
Personnel Services	\$ 17,003,887	\$ 17,003,887	\$ 4,800,299	28.2%
Contractual Services	68,600,590	68,555,969	17,157,658	25.0%
Material & Supplies	3,628,015	3,628,015	764,062	21.1%
Fixed Charges	5,739,869	5,839,869	1,403,530	24.0%
Fixed Assets	120,000	161,078	3,758	2.3%
Total Expenditures	\$ 95,092,361	\$ 95,188,818	\$ 24,129,306	25.3%
<i>Excess (Deficiency) of Revenues Over (Under) Expenditures</i>	\$ 2,455,213	\$ 2,358,756	\$ (13,004,634)	
Transfers:				
Transfers In	\$ 3,259,850	\$ 3,259,850	\$ 718,316	22.0%
Transfers Out	5,587,113	5,587,113	1,590,148	28.5%
Net Transfers	\$ (2,327,263)	\$ (2,327,263)	\$ (871,832)	
Total Revenues & Transfers In	\$ 100,807,424	\$ 100,807,424	\$ 11,842,988	11.7%
Total Expenditures & Transfers Out	100,679,474	100,775,931	25,719,454	25.5%
Net Change of Fund Balance	\$ 127,950	\$ 31,493	\$ (13,876,467)	

General Fund Operating Revenues

The General Fund is comprised of several revenue types. However, the main sources include property tax, utility users tax, and sales tax. Each of these is affected by different economic activity cycles and pressures.

Table 3. General Fund Operating Revenues

	FY 2017/18 Adopted Budget	FY 2017/18 Amended Budget	Actuals as of 9/30/2017 (unaudited)	% of Amended Budget
Revenues:				
Taxes:				
Property Tax	\$ 13,930,000	\$ 13,930,000	\$ -	0.0%
Property Tax in-lieu	18,300,000	18,300,000	-	0.0%
Utility Users Tax	16,200,000	16,200,000	3,168,040	19.6%
Sales Tax	18,200,000	18,200,000	1,364,272	7.5%
Other Taxes	12,133,500	12,133,500	1,201,967	9.9%
Licenses & Permits	2,674,824	2,674,824	793,663	29.7%
Intergovernmental	463,000	463,000	468,764	101.2%
Charges for Services	11,756,141	11,756,141	2,987,022	25.4%
Use of Money & Property	3,157,862	3,157,862	961,231	30.4%
Fines & Forfeitures	662,050	662,050	85,680	12.9%
Miscellaneous	70,197	70,197	94,034	134.0%
Total Revenues	\$ 97,547,574	\$ 97,547,574	\$ 11,124,672	11.4%

Property Taxes/Property Taxes In-Lieu

Property taxes were budgeted to increase by 6% from the FY 2016/17 Amended Budget. The annual schedule of property tax payments from the County of Riverside will provide payments to the City based on the following estimated schedule:

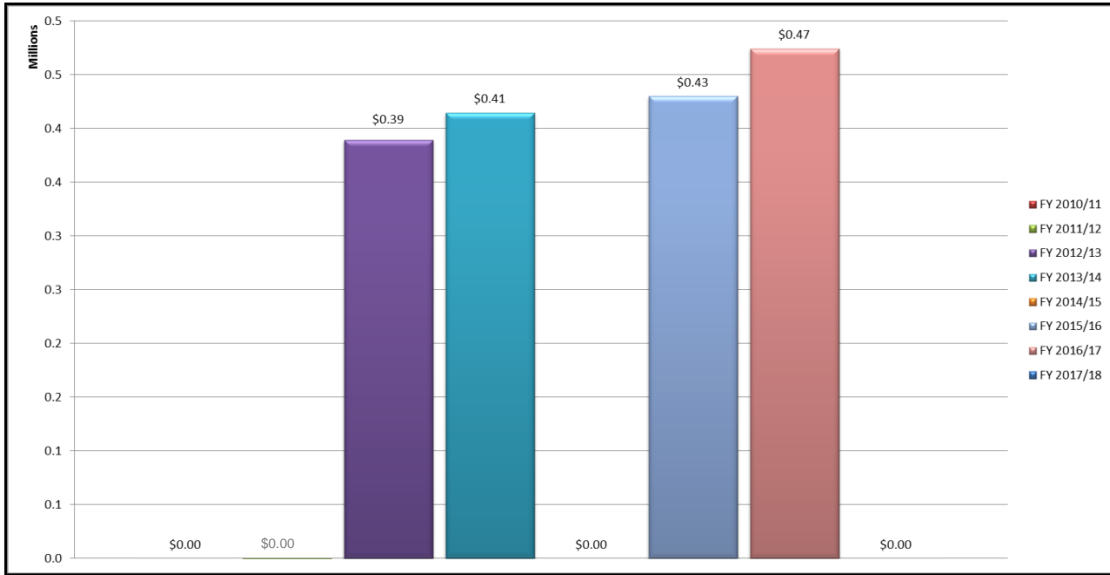
Secured Property Tax Payment Dates

Settlement 1	January
Settlement 2	May
Settlement 3	August
Teeter Settlement	October

Based on historical averages of actual receipts, the City is estimated to receive 1% of the budgeted property tax revenue through first quarter. The City has currently received 0% through first quarter. Property taxes will continue to be monitored as property valuations may adjust through the year based on property sales and assessment appeals filed with the County.

Attachment: FY17-18 First Quarter Financial Summary Report (2852 : FISCAL YEAR 2017/18 FIRST QUARTER BUDGET REVIEW)

Chart 1. General Fund First Quarter Revenue Trend – Property Taxes



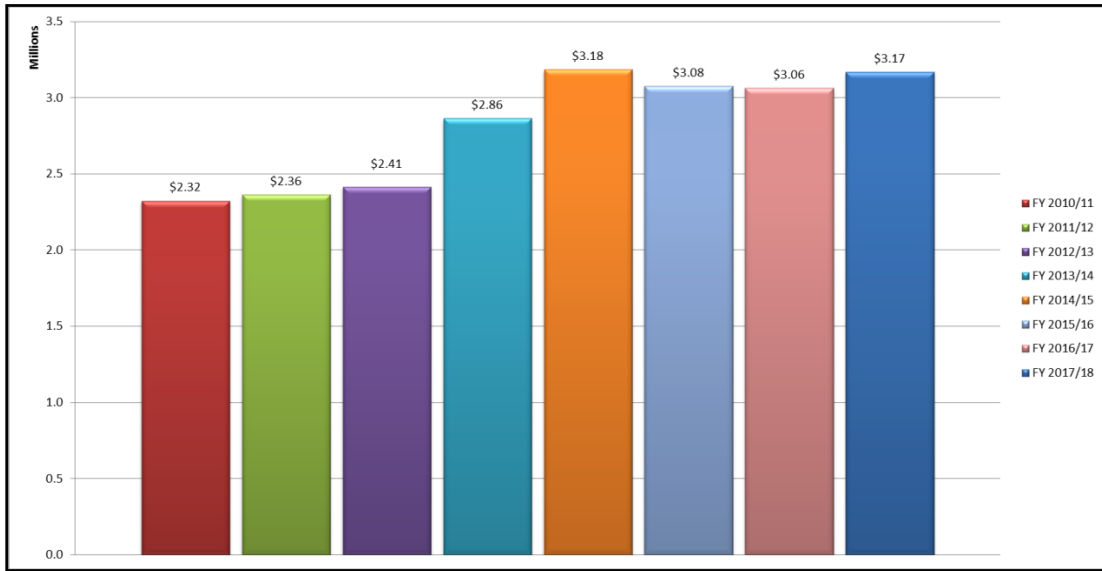
Note: FYs 2010/11, 2011/12, 2014/15 and 2017/18 did not receive any property tax revenues in the first quarter.

Utility Users Tax

Utility Users taxes were budgeted to remain flat from the FY 2016/17 Amended Budget. This projection is primarily due to competitive forces within the communications markets. Both the wireless and wired markets experienced downturns year over year. Based on our discussions with utility tax experts, there are a couple of causes for this trend. First is competition and bundling practices within the market as more small players continue to join the market. Second is the migration of customers from contract plans to prepaid plans.

Based on historical averages of actual receipts, the City is estimated to receive 17% of the budgeted utility users tax revenue through first quarter. The City has currently received 20% through first quarter.

Chart 2. General Fund First Quarter Revenue Trend – Utility Users Taxes

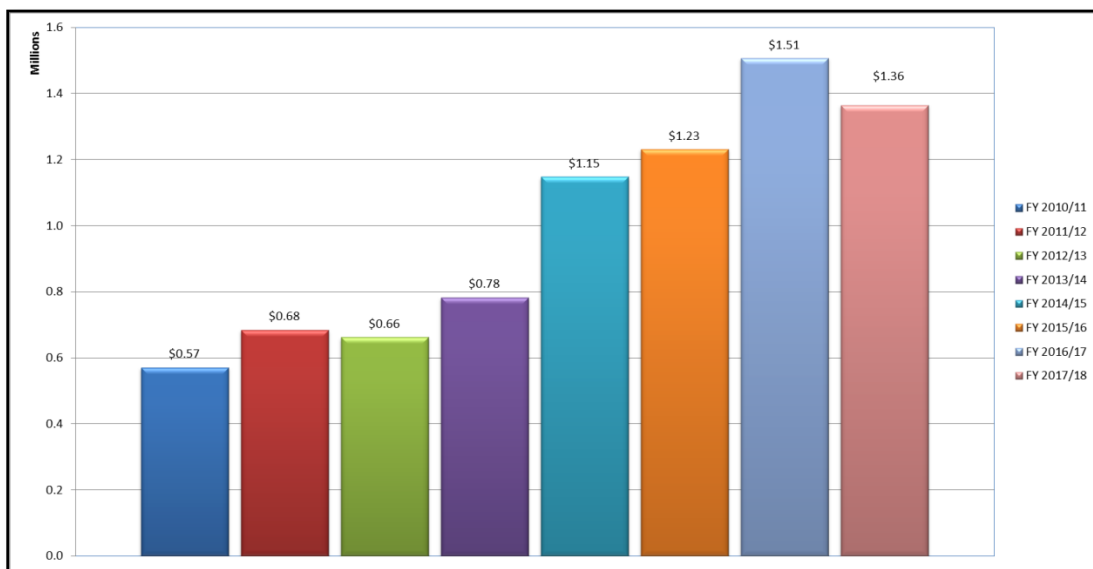


Sales Taxes

Due to the receipt of one-time taxes in the amount of \$2.287M related to the ending of the States “Triple Flip” in FY 2016/17, the FY 2017/18 sales tax budget was increased by only 1%. Sales tax receipts will need to be continually monitored through the year to determine if current trends begin to plateau or begin to decrease.

Based on historical averages of actual receipts, the City is estimated to receive 6% of the budgeted sales tax revenue through first quarter. The City has currently received 8% through first quarter.

Chart 3. General Fund First Quarter Revenue Trend – Sales Taxes

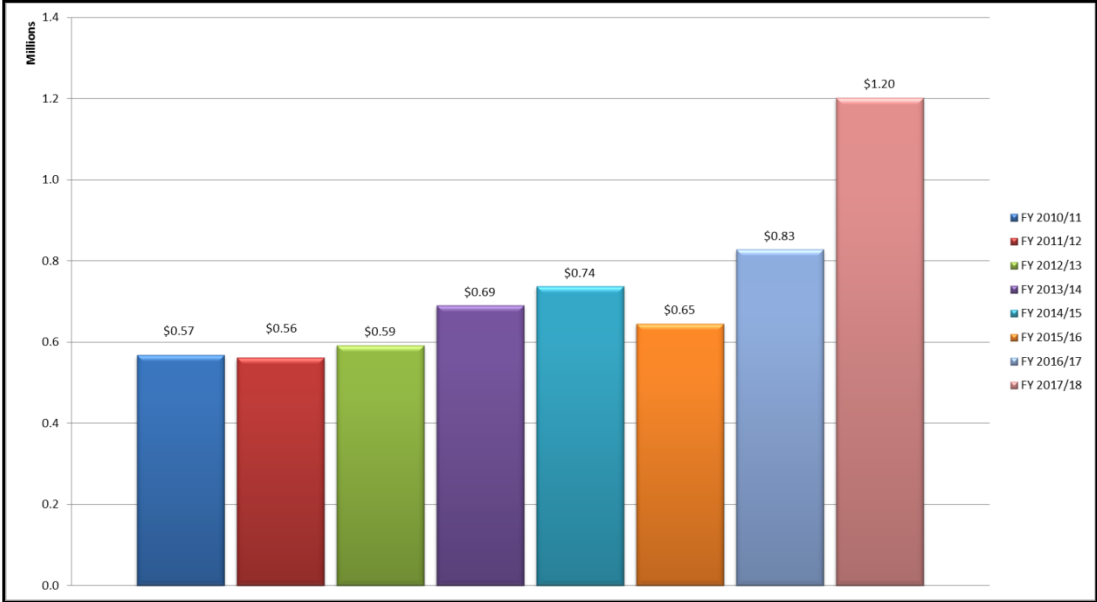


Other Taxes

Other taxes are primarily composed of Business Gross Receipts, Transient Occupancy Tax, Documentary Transfer Tax, and Franchise Fees. Collectively, other taxes were budgeted to increase 19% from the FY 2016/17 Amended Budget.

Based on historical averages of actual receipts, the City is estimated to receive 8% of the budgeted Other Taxes revenue through first quarter. The City has currently received 10% through first quarter.

Chart 4. General Fund First Quarter Revenue Trend – Other Taxes

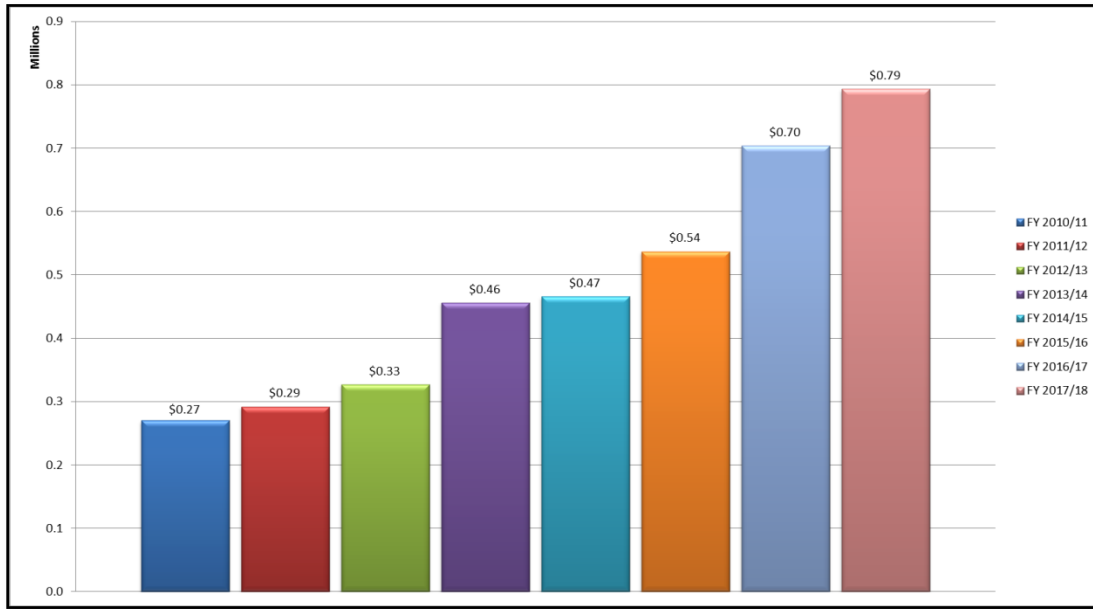


Licenses & Permits

Licenses & Permits are primarily composed of Business and Animal Licenses, along with Building, Electrical, Mechanical, Plumbing and other permits. Collectively, Licenses & Permits were budgeted to decreased 3% from the FY 2016/17 Amended Budget.

Based on historical averages of actual receipts, the City is estimated to receive 23% of the budgeted Licenses & Permits revenue through first quarter. The City has currently received 30% through first quarter. The higher growth rate is related primarily to the recent building permit activities.

Chart 5. General Fund First Quarter Revenue Trend – Licenses & Permits

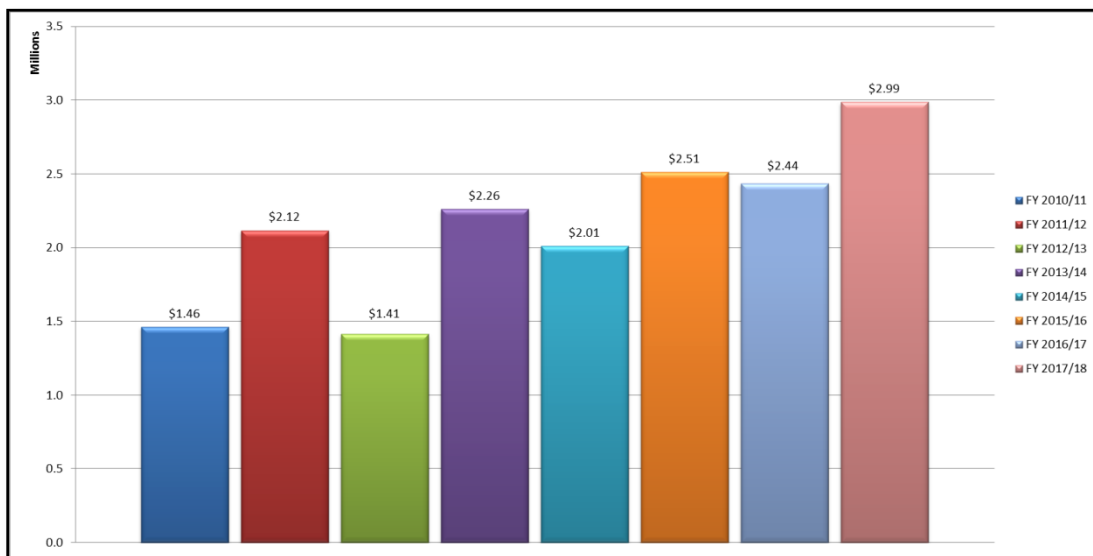


Charges for Services

Charges for Services are primarily composed of Plan Check Fees, Inspection Fees, Administrative Charges to other funds, and Parking Control Fines. Collectively, Charges for Services were budgeted to increase 2% from the FY 2016/17 Amended Budget.

Based on historical averages of actual receipts, the City is estimated to receive 22% of the budgeted Charges for Services revenue through first quarter. The City has currently received 25% through first quarter.

Chart 6. General Fund First Quarter Revenue Trend – Charges for Services



Use of Money and Property

Investment income continues to remain low due to extremely low rates of return for fixed income investments. The investments managed by Chandler Asset Management totaled \$84,681,990 at par and achieved a Yield to Maturity (YTM) for September 2017 of 1.68%. This compares to a YTM in September 2016 of 1.49% and a YTM in June 2016 of 1.49%. The investments managed by Insight Investments totaled \$55,327,685 at par and achieved a Yield to Maturity (YTM) for September 2017 of 1.38%. This compares to a YTM in September 2016 of 1.10% and a YTM in June 2016 of 1.09%. In addition, the City maintained \$37,148,019 in the State Local Agency Investment Fund Pool (LAIF) with a YTM of 1.11%. This is a very low rate of return compared to historical experience, but is indicative of how investment income is performing everywhere, which is the reason the City utilizes the active management approach.

General Fund Expenditures

Expenditures are being spent in-line with prior year expenditures. Each Department's activities will be monitored throughout the year as they may be impacted by different operational activities and project timelines.

Table 4. General Fund Expenditures

Department	FY 2017/18 Adopted Budget	FY 2017/18 Amended Budget	Actuals as of 9/30/17 (unaudited)	% of Amended Budget
City Council	\$ 995,390	\$ 1,051,269	\$ 209,194	19.9%
City Clerk	575,432	574,932	95,571	16.6%
City Manager	5,856,908	5,856,908	1,306,663	22.3%
City Attorney	881,672	881,672	176,724	20.0%
Community Development	8,897,511	9,022,645	2,001,772	22.2%
Economic Development	1,752,456	1,752,456	362,859	20.7%
Financial & Management Services	4,207,263	4,207,263	901,130	21.4%
Human Resources	1,051,088	1,051,088	298,268	28.4%
Public Works	8,409,115	8,450,193	1,705,101	20.2%
Non-Departmental	6,085,510	6,085,510	2,508,363	41.2%
Non-Public Safety Subtotal	\$ 38,712,345	\$ 38,933,936	\$ 9,565,644	24.6%
Public Safety				
Police	\$ 41,914,996	\$ 41,914,996	\$ 10,994,693	26.2%
Fire	20,052,133	19,926,999	5,159,118	25.9%
Public Safety Subtotal	\$ 61,967,129	\$ 61,841,995	\$ 16,153,811	26.1%
Total	\$ 100,679,474	\$ 100,775,931	\$ 25,719,454	

OTHER KEY FUNDS

The following summaries describe other major funds in the City.

Moreno Valley Community Services District

The Moreno Valley Community Services District (CSD) was formed by the voters in 1984 to collect fees and certain taxes to provide an array of services including parks, recreation and community services, streetlights, landscaping and ongoing maintenance. The CSD provides these services through separate “zones” that define the services that are provided.

For certain zones, the primary revenue source used to provide services to properties is parcel fees or taxes levied on properties via their annual tax bill. Proposition 218, passed by California voters in November 1996, and has posed a serious challenge to managing the future operation of the CSD zones. Prop. 218 requires any revenue increase to be addressed through a voting process by affected property owners. For a period following the initial implementation of Prop. 218, the CSD was successful in receiving approval for some new or increased revenues. There were also revenue increases due to the growth of developed parcels within the zones. However, due to cost increases that exceed any offsetting increases in the revenues over the past years, and the recent economic downturn slowing new parcel growth, property owners have been resistant to efforts to fully fund service levels.

Table 5. CSD Operations

	FY 2017/18 Adopted Budget	FY 2017/18 Amended Budget	Actuals as of 9/30/17 (unaudited)	% of Amended Budget
Revenues:				
Taxes:				
Property Tax	\$ 4,510,094	\$ 4,510,094	\$ -	0.0%
Other Taxes	6,548,241	6,548,241	-	0.0%
Charges for Services	5,956,700	5,956,700	363,814	6.1%
Use of Money & Property	812,701	812,701	269,527	33.2%
Fines & Forfeitures	50,000	50,000	8,471	16.9%
Miscellaneous	13,500	13,500	6,641	49.2%
Transfers In	2,223,064	2,223,064	545,766	24.6%
Total Revenues	\$ 20,114,300	\$ 20,114,300	\$ 1,194,218	5.9%
Expenditures:				
Library Services Fund (5010)	\$ 2,332,043	\$ 2,332,043	\$ 458,435	19.7%
Zone A Parks Fund (5011)	9,387,656	9,387,656	2,168,005	23.1%
LMD 2014-01 Residential Street Lighting Fund (5012)	1,524,949	1,524,949	352,723	23.1%
Zone C Arterial Street Lighting Fund (5110)	865,014	865,014	188,425	21.8%
Zone D Standard Landscaping Fund (5111)	1,126,769	1,126,769	168,972	15.0%
Zone E Extensive Landscaping Fund (5013)	321,318	321,318	45,550	14.2%
5014 LMD 2014-02	2,358,181	2,358,181	399,682	16.9%
Zone M Median Fund (5112)	259,652	259,652	38,369	14.8%
CFD No. 1 (5113)	1,331,234	1,331,234	298,195	22.4%
Zone S (5114)	66,470	66,470	7,710	11.6%
5211 Zone A Parks - Restricted Assets	111,000	111,000	-	0%
Total Expenditures	\$ 19,684,286	\$ 19,684,286	\$ 4,126,066	21.0%
Net Change or Adopted Use of Fund Balance	\$ 430,014	\$ 430,014	\$ (2,931,848)	

Attachment: FY17-18 First Quarter Financial Summary Report (2852 : FISCAL YEAR 2017/18 FIRST QUARTER BUDGET REVIEW)

Community Services District Zone A – Parks & Community Services

The largest Zone within the CSD is Zone A. It accounts for the administration and maintenance of the Parks & Community Services facilities and programs. Funding sources for these services come from a combination of property taxes, fees for service and smaller amounts from other City funds.

Table 6. CSD Zone A Operations

	FY 2017/18 Adopted Budget	FY 2017/18 Amended Budget	Actuals as of 9/30/17 (unaudited)	% of Amended Budget
Revenues:				
Taxes:				
Property Tax	\$ 2,250,887	\$ 2,250,887	\$ -	0.0%
Other Taxes	4,930,000	4,930,000	-	0.0%
Charges for Services	1,114,350	1,114,350	327,647	29.4%
Use of Money & Property	681,200	677,001	197,938	29.2%
Miscellaneous	7,150	7,150	6,374	89.1%
Transfers In	521,021	524,084	131,022	25.0%
Total Revenues	\$ 9,504,608	\$ 9,503,472	\$ 662,981	7.0%
Expenditures:				
35010 Parks & Comm Svcs - Admin	\$ 500,638	\$ 506,984	\$ 81,341	16.0%
35210 Park Maintenance - General	3,472,640	3,424,895	762,941	22.3%
35211 Contract Park Maintenance	502,650	505,023	79,442	15.7%
35212 Park Ranger Program	386,369	386,369	80,225	20.8%
35213 Golf Course Program	278,757	343,214	96,576	28.1%
35214 Parks Projects	207,700	207,700	45,688	22.0%
35310 Senior Program	571,615	571,615	118,909	20.8%
35311 Community Services	189,741	157,611	53,345	33.8%
35312 Community Events	82,767	103,767	20,648	19.9%
35313 Conf & Rec Cntr	492,927	542,896	125,589	23.1%
35314 Conf & Rec Cntr - Banquet	343,393	346,456	74,001	21.4%
35315 Recreation Programs	1,344,500	1,344,500	378,660	28.2%
35317 July 4th Celebration	134,594	134,594	52,870	39.3%
35318 Sports Programs	676,447	652,317	145,776	22.3%
35319 Towngate Community Center	66,053	66,053	14,613	22.1%
95011 Non-Dept Zone A Parks	-	-	37,381	0.0%
Total Expenditures	\$ 9,250,791	\$ 9,293,994	\$ 2,168,005	23.3%
Net Change or Adopted Use of Fund Balance	\$ 253,817	\$ 209,478	\$ (1,505,024)	

Electric Utility

The Moreno Valley Utility (MVU) manages the operation, maintenance and business planning of the City’s electric utility. MVU’s basic purpose is to purchase and distribute electricity to customers in newly developed areas of the City. The City began serving new customers in February 2004, and now serves more than 6,200 customers. As it reaches fiscal and operational maturity, MVU will continue to be a key component of the City’s economic development strategy. The City Council has established special tiered rates for electric utility customers based upon factors such as the number of jobs created.

The main revenue source for this fund is derived from charges for services. The customer base includes residential, commercial and industrial customers. The growth in customer base will continue to provide for the ability to create rate stabilization and replacement reserve funding.

Table 7. MVU Operations

	FY 2017/18 Adopted Budget	FY 2017/18 Amended Budget	Actuals as of 9/30/2017 (unaudited)	% of Amended Budget
Revenues:				
Taxes:				
Charges for Services	\$ 30,585,700	\$ 30,585,700	\$ 9,922,911	32.4%
Use of Money & Property	155,500	155,500	80,385	51.7%
Fines & Forfeitures	-	-	-	0.0%
Miscellaneous	141,500	141,500	26,292	18.6%
Total Revenues	\$ 30,882,700	\$ 30,882,700	\$ 10,029,588	32.5%
Expenditures:				
45510 Electric Utility - General	\$ 21,511,326	\$ 21,511,326	\$ 6,351,328	29.5%
45511 Public Purpose Program	1,920,039	1,920,039	137,921	7.2%
80005 CIP - Electric Utility	7,191,700	14,858,354	2,611,462	17.6%
96010 Non-Dept Electric	300,000	300,000	86,934	29.0%
96030 Non-Dept 2005 Lease Revenue Bonds	1,430,000	1,430,000	-	0.0%
96021 Non-Dept 2016 Tax LRB of 07 Tax	879,700	879,700	-	0.0%
96031 Non-Dept 2013 Refunding 05 LRB	177,500	177,500	-	0.0%
96032 Non-Dept 2014 Refunding 2005 LRB	119,300	119,300	-	0.0%
96040 Non-Dept 2015 Taxable LRB	664,000	664,000	-	0.0%
Total Expenditures	\$ 34,193,565	\$ 41,860,219	\$ 9,187,645	21.9%
Net Change or Adopted Use of Fund Balance	\$ (3,310,865)	\$ (10,977,519)	\$ 841,943	

MVU's revenues and expenses will fluctuate annually based on energy demands.

SUMMARY

The City of Moreno Valley is experiencing certain levels of growth and continues to maintain a balanced Budget without the use of reserves.

Although the City has experienced positive results in some areas through FY 2016/17 and through the first quarter of FY 2017/18, the City should remain cautiously optimistic as we proceed through the fiscal year.

As positive fund balances begin to grow, we will bring back to the City Council for discussion options to address the other challenges and unfunded liabilities.



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: December 5, 2017

TITLE: APPROVE RESOLUTION NO. 2017-XX, AUTHORIZING THE CITY TO JOIN THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY (CMFA) AND PARTICIPATE IN THE OPEN PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM WITH THE CMFA

RECOMMENDED ACTION

Recommendations:

1. Approve Resolution No. 2017-XX. A Resolution of the City Council of the City of Moreno Valley Approving, Authorizing, and Directing Execution of a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority; Consenting to the Inclusion of Properties Within the Territory of the City in the California Municipal Finance Authority Open PACE Programs; Authorizing the California Municipal Finance Authority to Accept Applications from Property Owners, Conduct Contractual Assessment Proceedings and Levy Contractual Assessments Within the Territory of the City; and Authorizing Related Actions.

SUMMARY

Staff recommends that the City Council approve Resolution No. 2017-xx authorizing the City's participation in the California Municipal Finance Authority ("CMFA") Open Property Assessed Clean Energy ("PACE") Program. The CMFA, along with its current Program Administrators, provides a financing mechanism through which residential and commercial property owners can install energy and water efficiency improvements, permanently-fixed renewable energy such as solar panels, and electric vehicle charging systems on their property.

This program is similar to the other PACE programs offered to Moreno Valley residents through the Western Riverside Council of Governments (WRCOG), the California

Statewide Communities Development Authority (CSCDA), and the Golden State Finance Authority (GSFA).

This item was reviewed by the Finance Subcommittee on October 24 and by the Utilities Commission on November 15.

DISCUSSION

The City Council approved Resolution No. 2009-117 on December 8, 2009 that authorized participation in the HERO program administered locally by WRCOG. Through this Resolution, City residents and businesses are able to finance energy efficiency and renewable energy improvements installed on their property via contractual/voluntary property assessments based on home equity versus credit worthiness (scores). A recent WRCOG staff report indicated that as of October 20, 2017, the HERO program in Moreno Valley approved over 5,000 applications totaling approximately \$178 million in funding.

On January 15, 2016, the City Council approved participation in the CSCDA Open PACE program. The CSCDA program offers financing for energy efficiency and renewable energy improvements to both residential and commercial customers. CaliforniaFirst, one of six CSCDA PACE providers, approved 175 applications totaling approximately \$4.7 million in funding in Moreno Valley through the end of 2016.

Participation in the PACE program offered through the Golden State Financing Authority (GSFA) was approved by the City Council on July 5, 2016, and gives Moreno Valley residents and businesses a third alternative to finance energy and water efficiency improvements. Through September 30, 2017, the GSFA program, administered by Ygrene Energy Fund, completed 133 contracts totaling approximately \$2.4 million in funding in Moreno Valley.

The CMFA is a Joint Powers Authority formed to assist local governments, non-profit organizations, and businesses by promoting economic, cultural and community development, with the financing of economic development and charitable activities throughout California. To date, over 270 municipalities have become members of the CMFA.

As part of its economic and community development, the CMFA along with its current PACE Program Administrators, Energy Efficient Equity, Inc.; BlueFlame PACE Services LLC; OnPACE Energy Solutions, LLC; Structured Finance Associates, LLC; and Petros PACE Administrator, LLC; are offering financing for residential and commercial property owners in its member territories. The CMFA is expected to issue limited obligation bonds, notes or other forms of indebtedness to fund the projects.

There are two distinguishing features of the program through CMFA. The first distinguishing feature is the potential for residents to obtain a lower financing rate through one of its providers, Energy Efficient Equity (E3). E3 offers interest rates as low as 2.99%, depending upon the resident's credit score and equity in the property (by

comparison, the HERO program interest rate ranges from 6.75% to 8.35%, based on the term of the loan). The second distinguishing feature is the “give back” program established by the Board of Directors of the CMFA. The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the “Foundation”) acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City, it is expected that a portion of the issuance fee (\$40 out of \$160) will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City. A similar amount will be donated by the CMFA to a non-profit organization in the City.

To participate in the CMFA PACE program, the City must become a member of the CMFA. The Joint Exercise of Powers Agreement provides that the CMFA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities, and obligations of the CMFA do not constitute debts, liabilities, or obligations of the members executing such agreement. There are no costs associated with membership in the CMFA.

As with the other PACE programs, participation in the CMFA program is a cost effective means of offering property owners the opportunity to install energy and water efficiency measures on their property. Property owners will repay the financing as a charge on their property tax bill over a period of years. In addition, the CMFA program abides by the same PACE Consumer Protection Policies that the other PACE programs adopted. Recent legislation signed into law by the Governor further strengthens the rights of consumers who participate in PACE programs.

ALTERNATIVES

1. Approve proposed resolution authorizing participation in the Open Property Assessed Clean Energy (PACE) program through the California Municipal Finance Authority (CMFA). *Participation in the program will provide residents and businesses within Moreno Valley a choice in financing options for energy efficiency and renewable energy installations.* Staff recommends this alternative.
2. Do not approve proposed resolution authorizing participation in the Open Property Assessed Clean Energy (PACE) program through the California Municipal Finance Authority (CMFA). *This will not provide residents and businesses a choice in financing options for energy efficiency and renewable energy installations.* Staff does not recommend this alternative.

FISCAL IMPACT

There is no cost to the City for participation in the PACE program through CMFA.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Jeannette Olko
Electric Utility Division Manager

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

CITY COUNCIL GOALS

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. CMFA Resolution
- 2. CMFA JPA Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/15/17 1:38 PM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 11:15 AM
City Manager Approval	<u>✓ Approved</u>	11/22/17 11:57 AM

RESOLUTION NO. 2017-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING, AUTHORIZING, AND DIRECTING EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY; CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CMFA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Municipal Finance Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California (the "Members"), formed pursuant to a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement") for the purpose of promoting economic, cultural and community development and in order to exercise any powers common to its Members, including the issuance of bonds, notes or other evidences of indebtedness; and

WHEREAS, City of Moreno Valley (the "City"), has determined that it is in the public interest and for the public benefit that the City become a Member of the Authority in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the Authority; and

WHEREAS, there is now before this City Council the form of the Agreement; and

WHEREAS, the Agreement has been filed with the City, and the members of the City Council, with the assistance of its staff, have reviewed said document; and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CMFA Open PACE, consisting of CMFA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the "Programs"), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are Energy Efficient Equity, Inc.; BlueFlame PACE Services LLC; OnPACE Energy Solutions, LLC; and Structured Finance Associates, LLC; Petros PACE Administrator, LLC; and the Authority will notify the City in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property (“Participating Property Owners”) within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City’s official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale, administration repayment or guarantee of any bonds issued in connection with the Programs;

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

- 1. This City Council hereby finds and declares that the foregoing recitals are true and correct.
- 2. The Agreement is hereby approved and the Mayor, City Manager, or the designee thereof is hereby authorized and directed to execute said document, and the City Clerk or such clerk’s designee is hereby authorized and directed to attest thereto.
- 3. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Programs within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.
- 4. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any

property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale, administration, repayment or guarantee of any bonds issued in connection with the Programs.

5. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense.

6. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

7. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

8. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Financial Advisor of the Authority at: California Municipal Finance Authority, 2111 Palomar Airport Road, Suite 320, Carlsbad, California 92011, Attn: Travis Cooper.

APPROVED AND ADOPTED this 5th day of December 2017.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2017-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 5th day of December 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

**JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY**

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the “Members” and those parties initially executing this Agreement are referred to as the “Initial Members”):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the “Joint Exercise of Powers Act”), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a “public agency” as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein “Bonds”), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the “California Municipal Finance Authority” for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority’s debts, liabilities and obligations.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the “California Municipal Finance Authority” (the “Authority”), and said Authority shall be a public entity separate and apart from the Members. Its

debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the “Board,” or the “Directors” and each a “Director”) of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the “Foundation”), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the “Treasurer”) pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an “Indenture”) providing for a trustee or other fiscal agent, and except as may otherwise be

specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in

connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term “Fiscal Year” shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the

principal of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee of other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

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

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City of Moreno Valley has caused this Agreement to be executed and attested by its duly authorized representatives as of the ____ day of _____, 2017.

Member:

CITY OF MORENO VALLEY

By _____
Name:
Title:

ATTEST:

Clerk

Attachment: CMFA JPA Agreement (2856 : APPROVE PARTICIPATION IN THE PACE PROGRAM WITH THE CALIFORNIA MUNICIPAL FINANCE



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: December 5, 2017

TITLE: APPROVE RESOLUTION 2017-XX AUTHORIZING THE CITY TO JOIN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY AS AN ASSOCIATE MEMBER AND PARTICIPATE IN THE PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM WITH THE CEDA

RECOMMENDED ACTION

Recommendation:

1. Approve Resolution No. 2017-XX. A Resolution of the City Council of the City of Moreno Valley, California, Approving Associate Membership in the California Enterprise Development Authority (CEDA); Authorizing and Directing the Execution of an Associate Membership Agreement Relating to Associate Membership of the City in the Authority; Authorizing the City to Join the Dividend PACE Program; Authorizing the CEDA to Conduct Contractual Assessment Proceedings and Levy Contractual Assessments Within the Territory of the City of Moreno Valley; and Authorizing Related Actions.

SUMMARY

Staff recommends that the City Council approve Resolution No. 2017-XX authorizing the City's participation in the California Enterprise Development Authority ("CEDA") Property Assessed Clean Energy ("PACE") Program. The CEDA PACE program provides a financing mechanism through which residential and commercial property owners can install energy and water efficiency improvements, permanently-fixed renewable energy such as solar panels, and electric vehicle charging systems on their property.

This program is similar to the other PACE programs offered to Moreno Valley residents through the Western Riverside Council of Governments (WRCOG), the California

Statewide Communities Development Authority (CSCDA), and the Golden State Finance Authority (GSFA).

This item was reviewed by the Finance Subcommittee on October 24 and by the Utilities Commission on November 15.

DISCUSSION

The City Council approved Resolution No. 2009-117 on December 8, 2009 that authorized participation in the HERO program administered locally by WRCOG. Through this Resolution, City residents and businesses are able to finance energy efficiency and renewable energy improvements installed on their property via contractual/voluntary property assessments based on home equity versus credit worthiness (scores). A recent WRCOG staff report indicated that as of October 20, 2017, the HERO program in Moreno Valley approved over 5,000 applications totaling approximately \$178 million in funding.

On January 15, 2016, the City Council approved participation in the CSCDA Open PACE program. The CSCDA program offers financing for energy efficiency and renewable energy improvements to both residential and commercial customers. CaliforniaFirst, one of six CSCDA PACE providers, approved 175 applications totaling approximately \$4.7 million in funding in Moreno Valley through the end of 2016.

Participation in the PACE program offered through the Golden State Financing Authority (GSFA) was approved by the City Council on July 5, 2016, and gives Moreno Valley residents and businesses a third alternative to finance energy and water efficiency improvements. Through September 30, 2017, the GSFA program, administered by Ygrene Energy Fund, completed 133 contracts totaling approximately \$2.4 million in funding in Moreno Valley.

The CEDA is a Joint Powers Authority formed to facilitate financing for economic and community development. To date, over 100 cities and counties have become members of the CEDA.

As part of its economic and community development, the CEDA offers a PACE program with its provider, Dividend Finance (aka Figtree Financing), to finance renewable energy, energy efficiency, and water conservation improvements for residential and commercial property owners in its member territories.

Figtree Financing corporate entities were acquired by a private equity investor in March 2016. In September 2016, the same private equity investor acquired Dividend Solar corporate entities and merged Figtree and Dividend to form Dividend Finance LLC. The company's PACE program retains the legal name Figtree PACE, but Dividend Finance is now its Program Administrator.

The distinguishing feature of the program through CEDA is the potential for residents to finance the installation of solar systems in one of two ways: through a loan secured

against the value of the solar system or PACE financing.

To participate in the CEDA PACE program, the City must become an associate member of the CEDA. The attached Resolution states that the CEDA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities, and obligations of the CEDA do not constitute debts, liabilities, or obligations of the members executing such agreement. There are no costs associated with membership in the CEDA.

As with the other PACE programs, participation in the CEDA program is a cost-effective means of offering property owners the opportunity to install energy and water efficiency measures on their property. Property owners will repay the financing as a charge on their property tax bill over a period of years. In addition, the CEDA program abides by the same PACE Consumer Protection Policies that the other PACE programs adopted. Recent legislation signed into law by the Governor further strengthens the rights of consumers who participate in PACE programs.

ALTERNATIVES

1. Approve proposed resolution authorizing participation in the Property Assessed Clean Energy (PACE) program through the California Enterprise Development Authority (CEDA). *Participation in the program will provide residents and businesses within Moreno Valley a choice in financing options for energy efficiency and renewable energy installations.* Staff recommends this alternative.
2. Do not approve proposed resolution authorizing participation in the Property Assessed Clean Energy (PACE) program through the California Enterprise Development Authority (CEDA). *This will not provide residents and businesses a choice in financing options for energy efficiency and renewable energy installations.* Staff does not recommend this alternative.

FISCAL IMPACT

There is no cost to the City for participation in the PACE program through CEDA.

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Jeannette Olko
Electric Utility Division Manager

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

CITY COUNCIL GOALS

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. CEDA Resolution
- 2. CEDA Associate Membership Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/15/17 1:42 PM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 11:06 AM
City Manager Approval	<u>✓ Approved</u>	11/22/17 11:57 AM

RESOLUTION NO. 2017-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING ASSOCIATE MEMBERSHIP BY THE CITY IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY; AUTHORIZING AND DIRECTING THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT RELATING TO ASSOCIATE MEMBERSHIP OF THE CITY IN THE AUTHORITY; AUTHORIZING THE CITY TO JOIN THE FIGTREE PACE PROGRAM; AUTHORIZING THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY TO CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF MORENO VALLEY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the City of Moreno Valley, California (the "City"), a municipal corporation, duly organized and existing under the Constitution and the laws of the State of California; and

WHEREAS, the City, upon authorization of the City Council, may pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "JPA Law") enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them; and

WHEREAS, the City and other public agencies wish to jointly participate in economic development financing programs for the benefit of businesses and nonprofit entities within their jurisdictions offered by membership in the California Enterprise Development Authority (the "CEDA") pursuant to an associate membership agreement and Joint Exercise of Powers Agreement Relating to the California Enterprise Development Authority (the "Agreement"); and

WHEREAS, under the JPA Law and the Agreement, CEDA is a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of CEDA will not be the debts, liabilities or obligations of the City or the other members of the Authority; and

WHEREAS, the form of Associate Membership Agreement (the "Associate Membership Agreement") between the City and CEDA is attached; and

WHEREAS, the City is willing to become an Associate Member of CEDA subject to the provisions of the Associate Membership Agreement.

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Resolution No. 2017-XX
Date Adopted: December 5, 2017

Attachment: CEDA Resolution [Revision 1] (2857 : APPROVE PARTICIPATION IN PACE PROGRAM WITH THE CALIFORNIA ENTERPRISE

WHEREAS, CEDA has adopted the Figtree Property Assessed Clean Energy (PACE) and Job Creation Program (the "Program" or "Figtree PACE"), to allow the financing of certain renewable energy, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements (the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29"), and the issuance of improvement bonds or other evidences of indebtedness (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 et seq.) (the "1915 Act") upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Parcel") within its jurisdiction ("Participating Property Owners") to participate in Figtree PACE, and to allow CEDA to conduct assessment proceedings under Chapter 29 and to issue Bonds under the 1915 Act to finance the Improvements; and

WHEREAS, CEDA will conduct assessment proceedings under Chapter 29 to establish an assessment district (the "District") and issue Bonds under the 1915 Act to finance Improvements; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by CEDA in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, said ROI sets forth the territory within which assessments may be levied for Figtree PACE which territory shall be coterminous with the City's official boundaries of record at the time of adoption of the ROI (the "Boundaries"); and

WHEREAS, pursuant to Chapter 29, the City authorizes CEDA to conduct assessment proceedings, levy assessments, pursue remedies in the event of delinquencies, and issue bonds or other forms of indebtedness to finance the Improvements in connection with Figtree PACE; and

WHEREAS, to protect the City in connection with operation of the Figtree PACE program, Figtree Energy Financing, the program administrator, has agreed to defend and indemnify the City; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of

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Date Adopted: December 5, 2017

Attachment: CEDA Resolution [Revision 1] (2857 : APPROVE PARTICIPATION IN PACE PROGRAM WITH THE CALIFORNIA ENTERPRISE

delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with Figtree PACE.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Moreno Valley, hereby finds, determines and declares as follows:

1. The City Council hereby specifically finds and declares that the actions authorized hereby constitute public affairs of the City. The City Council further finds that the statements, findings and determinations of the City set forth in the preambles above are true and correct.

2. The Associate Membership Agreement presented to this meeting and on file with the City Clerk is hereby approved. The Mayor of the City, the City Manager, the City Clerk and other officials of the City are each hereby authorized and directed, for and on behalf of the City, to execute and deliver the Associate Membership Agreement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

3. The officers and officials of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate, carry out, give effect to and comply with the terms and intent of this resolution and the Associate Membership Agreement. All such actions heretofore taken by such officers and officials are hereby confirmed, ratified and approved.

4. Good Standing. The City is a municipal corporation and in good standing.

5. Public Benefits. On the date hereof, the City Council hereby finds and determines that the Program and issuance of Bonds by CEDA in connection with Figtree PACE will provide significant public benefits, including without limitation, savings in effective interest rates, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the City.

6. Appointment of CEDA. The City hereby appoints CEDA as its representative to (i) record the assessment against the Participating Parcels, (ii) administer the District in accordance with the Improvement Act of 1915 (Chapter 29 Part 1 of Division 10 of the California Streets and Highways Code (commencing with Section 8500 et seq.) (the "Law"), (iii) prepare program guidelines for the operations of the Program and (iv) proceed with any claims, proceedings or legal actions as shall be necessary to collect past due assessments on the properties within the District in accordance with the Law and Section 6509.6 of the California Government Code. The City is not and will not be

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deemed to be an agent of Figtree or CEDA as a result of this Resolution.

7. Assessment Proceedings. In connection with Figtree PACE, the City hereby consents to the special assessment proceedings by CEDA pursuant to Chapter 29 on any property within the Boundaries and the issuance of Bonds under the 1915 Act, provided that:

- (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI;
- (2) The Participating Property Owners, who shall be the legal owners of such property, voluntarily execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and
- (3) The City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in such assessment payments, or the issuance, sale or administration of the Bonds in connection with Figtree PACE.

8. Program Report. The City Council hereby acknowledges that pursuant to the requirements of Chapter 29, CEDA has prepared and will update from time to time the "Program Report" for Figtree PACE (the "Program Report") and associated documents, and CEDA will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

9. Foreclosure. The City Council hereby acknowledges that the Law permits foreclosure in the event that there is a default in the payment of assessments due on a property. The City Council hereby designates CEDA as its representative to proceed with collection and foreclosure of the liens on the defaulting properties within the District, including accelerated foreclosure pursuant to the Program Report.

10. Indemnification. The City Council acknowledges that Figtree has provided the City with an indemnification agreement, as shown in Exhibit B, for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents. The City Council hereby authorizes the appropriate officials and staff of the City to execute and deliver the Indemnification Agreement to Figtree.

11. City Contact Designation. The appropriate officials and staff of the City are hereby authorized and directed to make applications for Figtree PACE available to all property owners who wish to finance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense.

12. CEQA. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act ("CEQA"), because the

Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

13. Effective Date. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to Figtree Energy Financing.

14. Costs. Services related to the formation and administration of the assessment district will be provided by CEDA at no cost to the City.

APPROVED AND ADOPTED this 5th day of December 2017.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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Resolution No. 2017-XX
Date Adopted: December 5, 2017

Attachment: CEDA Resolution [Revision 1] (2857 : APPROVE PARTICIPATION IN PACE PROGRAM WITH THE CALIFORNIA ENTERPRISE

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2017-____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 5th day of December 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

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Resolution No. 2017-XX
Date Adopted: December 5, 2017

Attachment: CEDA Resolution [Revision 1] (2857 : APPROVE PARTICIPATION IN PACE PROGRAM WITH THE CALIFORNIA ENTERPRISE

EXHIBIT A

CEDA Resolution of Intention

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Resolution No. 2017-XX
Date Adopted: December 5, 2017

RESOLUTION OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY DECLARING INTENTION TO FINANCE INSTALLATION OF DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY EFFICIENCY, SEISMIC RETROFITS, ELECTRIC VEHICLE CHARGING INFRASTRUCTURE, AND WATER EFFICIENCY IMPROVEMENTS IN THE CITY OF _____

WHEREAS, the California Enterprise Development Authority (“CEDA”) is a joint powers authority authorized and existing pursuant to Joint Powers Act (Government Code Section 6500 et seq.) and that certain Joint Exercise of Powers Agreement (the “Agreement”) dated as of June 1, 2006, by and among the cities of Eureka, Lancaster and Selma; and

WHEREAS, CEDA is authorized under the Agreement and Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California and in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (“Chapter 29”) to authorize assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements that are permanently fixed to real property (“Authorized Improvements”); and

WHEREAS, CEDA has obtained authorization from the County _____ (the “City”) to enter into contractual assessments for the financing of the installation of Authorized Improvements in the City; and

WHEREAS, CEDA desires to declare its intention to establish a Figtree PACE program (“Figtree PACE”) in the City, pursuant to which CEDA, subject to certain conditions set forth herein, would enter into contractual assessments to finance the installation of Authorized Improvements in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1. Findings. The Board of Directors hereby finds and determines the following:

- (a) The above recitals are true and correct and are incorporated herein by this reference.
- (b) Energy and water conservation efforts, including the promotion of Authorized Improvements to residential, commercial, industrial, or other

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Attachment: CEDA Resolution [Revision 1] (2857 : APPROVE PARTICIPATION IN PACE PROGRAM WITH THE CALIFORNIA ENTERPRISE

real property, are necessary to address the issue of global climate change and the reduction of greenhouse gas emissions in the City.

- (c) The upfront cost of making residential, commercial, industrial, or other real property more energy and water efficient, along with the fact that most commercial loans for that purpose are due on the sale of the property, prevents many property owners from installing Authorized Improvements.
- (d) A public purpose will be served by establishing a contractual assessment program, to be known as Figtree PACE, pursuant to which CEDA will finance the installation of Authorized Improvements to residential, commercial, industrial, or other real property in the City.

Section 2. Determination of Public Interest. The Board of Directors hereby determines that (a) it would be convenient, advantageous, and in the public interest to designate an area, which shall encompass the entire geographic territory within the boundaries of the City, within which CEDA and property owners within the City may enter into contractual assessments to finance the installation of Authorized Improvements pursuant to Chapter 29 and (b) it is in the public interest for CEDA to finance the installation of Authorized Improvements in the County pursuant to Chapter 29.

Section 3. Identification of Authorized Improvements. CEDA hereby declares its intention to make contractual assessment financing available to property owners to finance installation of Authorized Improvements, including but not limited to those improvements detailed in the Report described in Section 8 hereof (the "Report"), as that Report may be amended from time to time.

Section 4. Identification of Boundaries. Contractual assessments may be entered into by property owners located within the entire geographic territory of the City including unincorporated territory within City Boundaries. A property owner located within a City within the City may enter into contractual assessments with CEDA only after such City has adopted a resolution to authorize participation in the PACE Program.

Section 5. Proposed Financing Arrangements. Under Chapter 29, CEDA may issue bonds, notes or other forms of indebtedness (the "Bonds") pursuant to Chapter 29 that are payable by contractual assessments. Division 10 (commencing with Section 8500) of the Streets & Highways Code of the State (the "Improvement Bond Act of 1915") shall apply to any indebtedness issued pursuant to Chapter 29, insofar as the Improvement Bond Act of 1915 is not in conflict with Chapter 29. The creditworthiness of a property owner to participate in the financing of Authorized

Improvements will be based on the criteria developed by Figtree Energy Financing (the "Program Administrator") upon consultation with Figtree PACE Program underwriters or other financial representatives, CEDA general counsel and bond counsel, and as shall be approved by the Board of Directors of CEDA. In connection with indebtedness issued under the Improvement Bond Act of 1915 that are payable from contractual assessments, serial and/or term improvement bonds or other indebtedness shall be issued in such series and shall mature in such principal amounts and at such times (not to exceed 20 years from the second day of September next following their date) and at such rate or rates of interest (not to exceed the maximum rate permitted by applicable law) as shall be determined by the Board of Directors at the time of the issuance and sale of the indebtedness. The provisions of Part 11.1 of the Improvement Bond Act of 1915 shall apply to the calling of the bonds. It is the intention of the Board of Directors to create a special reserve fund for the bonds under Part 16 of the Improvement Bond Act of 1915. Neither CEDA, nor any of its members participating in the Figtree PACE Program, shall advance available surplus funds from its treasury to cure any deficiency in the redemption fund to be created with respect to the indebtedness; provided, however, that this determination shall not prevent CEDA or any of its members from, in their sole discretion, so advancing funds. The Bonds may be refunded under Division 11.5 of the California Streets and Highways Code or other applicable laws permitting refunding, upon the conditions specified by and upon determination of CEDA.

CEDA hereby authorizes the Program Administrator, upon consultation with CEDA general counsel, bond counsel and the Figtree PACE underwriter, to commence preparation of documents and take necessary steps to prepare for the issuance of bonds, notes or other forms of indebtedness as authorized by Chapter 29.

In connection with the issuance of bonds payable from contractual assessments, CEDA expects to obligate itself, through a covenant with the owners of the bonds, to exercise its foreclosure rights with respect to delinquent contractual assessment installments under specified circumstances.

Section 6. Public Hearing. Pursuant to the Act, CEDA hereby orders that a public hearing be held before CEDA Board (the "Board"), at 550 Bercut Drive, Suite G, Sacramento, CA 95811, on _____, _____, at _____ A., for the purposes of allowing interested persons to object to, or inquire about, the proposed Figtree PACE Program. The public hearing may be continued from time to time as determined by the Board for a time not exceeding a total of 180 days.

At the time of the hearing, the Report described in Section 8 hereof shall be summarized, and the Board shall afford all persons who are present an opportunity to comment upon, object to, or present evidence with regard to the proposed Figtree PACE Program, the extent of the area proposed to be included within the boundaries of

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Resolution No. 2017-XX

Date Adopted: December 5, 2017

the assessment district, the terms and conditions of the draft assessment contract described in Section 8 hereof (the "Contract"), or the proposed financing provisions. Following the public hearing, CEDA may adopt a resolution confirming the Report (the "Resolution Confirming Report") or may direct the Report's modification in any respect, or may abandon the proceedings.

The Board hereby orders the publication of a notice of public hearing once a week for two successive weeks. Two publications in a newspaper published once a week or more often, with at least five days intervening between the respective publication dates not counting such publication dates are sufficient. The period of notice will commence upon the first day of publication and terminate at the end of the fourteenth day. The first publication shall occur not later than 20 days before the date of the public hearing.

Section 7. Notice to Water and Electric Providers. Pursuant to Section 5898.24 of the Streets & Highways Code, written notice of the proposed contractual assessment program within the City to all water and electric providers within the boundaries of the City has been provided.

Section 8. Report. The Board hereby directs the Program Administrator to prepare the Report and file said Report with the Board at or before the time of the public hearing described in Section 6 hereof containing all of the following:

- (a) A map showing the boundaries of the territory within which contractual assessments are proposed to be offered, as set forth in Section 4 hereof.
- (b) A draft contractual assessment contract (the "Contract") specifying the terms and conditions of the agreement between CEDA and a property owner.
- (c) A statement of CEDA's policies concerning contractual assessments including all of the following:
 - (1) Identification of types of Authorized Improvements that may be financed through the use of contractual assessments.
 - (2) Identification of the CEDA official authorized to enter into contractual assessments on behalf of CEDA.
 - (3) A maximum aggregate dollar amount of contractual assessments.
 - (4) A method for setting requests from property owners for financing through contractual assessments in priority order in the event that requests appear likely to exceed the authorization amount.
- (d) A plan for raising a capital amount required to pay for work performed in connection with contractual assessments. The plan may include the sale of a bond or bonds or other financing relationship pursuant to Section 5898.28 of Chapter 29. The plan (i) shall include a statement of, or

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Date Adopted: December 5, 2017

method for determining, the interest rate and time period during which contracting property owners would pay any assessment, (ii) shall provide for any reserve fund or funds, and (iii) shall provide for the apportionment of all or any portion of the costs incidental to financing, administration and collection of the contractual assessment program among the consenting property owners and CEDA.

A report on the results of the discussions with the County Auditor-Controller described in Section 10 hereof, concerning the additional fees, if any, that will be charged to CEDA for inclusion of the proposed contractual assessments on the general property tax roll of the City, and a plan for financing the payment of those fees.

Section 9. Nature of Assessments. Assessments levied pursuant to Chapter 29, and the interest and any penalties thereon, will constitute a lien against the lots and parcels of land on which they are made, until they are paid. Unless otherwise directed by CEDA, the assessments shall be collected in the same manner and at the same time as the general taxes of the City on real property are payable, and subject to the same penalties and remedies and lien priorities in the event of delinquency and default.

Section 10. Consultations with County Auditor-Controller. CEDA hereby directs the Program Administrator to enter into discussions with the County Auditor-Controller in order to reach agreement on what additional fees, if any, will be charged to CEDA for incorporating the proposed contractual assessments into the assessments of the general taxes of the County on real property.

Section 11. Preparation of Current Roll of Assessment. Pursuant to Section 5898.24(c), CEDA hereby designates the Program Administrator as the responsible party for annually preparing the current roll of assessment obligations by assessor's parcel number on property subject to a voluntary contractual assessment.

Section 12. Procedures for Responding to Inquiries. The Program Administrator shall establish procedures to promptly respond to inquiries concerning current and future estimated liability for a voluntary contractual assessment.

Section 13. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 201_.

CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY

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Resolution No. 2017-XX
Date Adopted: December 5, 2017

Attachment: CEDA Resolution [Revision 1] (2857 : APPROVE PARTICIPATION IN PACE PROGRAM WITH THE CALIFORNIA ENTERPRISE

By: _____
Gurbax Sahota, Chair

ATTEST:

Helen Schaubmayer, Assistant Secretary

SAMPLE

13
Resolution No. 2017-XX
Date Adopted: December 5, 2017

Attachment: CEDA Resolution [Revision 1] (2857 : APPROVE PARTICIPATION IN PACE PROGRAM WITH THE CALIFORNIA ENTERPRISE

EXHIBIT B
Indemnification Agreement

14
Resolution No. 2017-XX
Date Adopted: December 5, 2017

Attachment: CEDA Resolution [Revision 1] (2857 : APPROVE PARTICIPATION IN PACE PROGRAM WITH THE CALIFORNIA ENTERPRISE

INDEMNIFICATION AGREEMENT
BY AND BETWEEN
THE CITY OF MORENO VALLEY AND
FIGTREE COMPANY, INC.

This Indemnification Agreement (the "Agreement") is entered into by and between the City of Moreno Valley, a municipal corporation or political subdivision, duly organized and existing under the laws of the State of California (the "City") and Figtree Company, Inc., a California corporation, the administrator of the Figtree Property Assessed Clean Energy and Job Creation Program (the "Administrator"), which is a program of the California Enterprise Development Authority, a California joint exercise of powers authority (the "Authority").

RECITALS

WHEREAS, the Authority is a joint exercise of powers authority whose members include the City in addition to other cities and counties in the State of California; and

WHEREAS, the Authority established the Figtree Property Assessed Clean Energy and Job Creation Program (the "Figtree PACE Program") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Division 7 of the Streets and Highways Code ("Chapter 29") and the issuance of improvement bonds, or other forms of indebtedness, under the Improvement Bond Act of 1915 upon the security of the unpaid assessments; and

WHEREAS, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the City; and

WHEREAS, the legislative body of the City adopted or will adopt a resolution authorizing the City to join the Figtree PACE Program; and

WHEREAS, the City will not be responsible for the formation, operation and administration of the Figtree PACE Program as well as the sale and issuance of any bonds or other forms of indebtedness in connection therewith, including the conducting of assessment proceedings, the levy and collection of assessments and any remedial action in the case of such assessment payments, and the offer, sale and administration of any bonds issued by the Authority on behalf of the Figtree PACE Program; and

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Resolution No. 2017-XX
Date Adopted: December 5, 2017

WHEREAS, the Administrator is the administrator of the Figtree PACE Program and agrees to indemnify the City in connection with the operations of the Figtree PACE Program as set forth herein;

NOW, THEREFORE, in consideration of the above premises and of the City's agreement to join the Figtree PACE Program, the parties agree as follows:

1. Indemnification. Figtree has provided the CEDA with an indemnification for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents, arising from or related to the Figtree PACE Program, the assessments, the assessment districts, the improvements or the financing and marketing thereof. Figtree agrees to defend, indemnify and hold harmless the City, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury or damage due to negligence or malfeasance of any type claims as a result of the acts or omissions of Figtree, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Figtree.

2. Amendment/Interpretation of this Agreement. This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

3. Section Headings. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

4. Waiver. No waiver of any of the provisions of this Agreement shall be binding unless in the form of writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

5. Severability and Governing Law. If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and

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Resolution No. 2017-XX

Date Adopted: December 5, 2017

enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

6. Notices. All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the Administrator	Figtree Company, Inc. 9330 Scranton Road, Suite 600 San Diego, California 92121 Attn: Chief Executive Officer
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If to the City:	City of Moreno Valley 14177 Frederick St. Moreno Valley, CA 92552 Attn: City Manager
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7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

8. Effective Date. This Agreement will be effective as of the date of the signature of City’s representative as indicated below in the signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date below.

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Resolution No. 2017-XX
Date Adopted: December 5, 2017

Attachment: CEDA Resolution [Revision 1] (2857 : APPROVE PARTICIPATION IN PACE PROGRAM WITH THE CALIFORNIA ENTERPRISE

APPROVED AS TO FORM:

City Attorney

City of Moreno Valley

By _____
Name:
Title: Mayor

Date: _____

Figtree Company, Inc., a California corp.

By _____
Name: Peter Grabell
Title: Senior Vice President

Date: _____

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Resoluion No. 2017-XX
Date Adopted: December 5, 2017

Attachment: CEDA Resolution [Revision 1] (2857 : APPROVE PARTICIPATION IN PACE PROGRAM WITH THE CALIFORNIA ENTERPRISE

ASSOCIATE MEMBERSHIP AGREEMENT

by and between the

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

and the

CITY OF MORENO VALLEY, CALIFORNIA

THIS ASSOCIATE MEMBERSHIP AGREEMENT (this "Associate Membership Agreement"), dated as of _____ by and between CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY (the "Authority") and the CITY OF MORENO VALLEY, CALIFORNIA, a municipal corporation, duly organized and existing under the laws of the State of California (the "City");

WITNESSETH:

WHEREAS, the Cities of Selma, Lancaster and Eureka (individually, a "Member" and collectively, the "Members"), have entered into a Joint Powers Agreement, dated as of June 1, 2006 (the "Agreement"), establishing the Authority and prescribing its purposes and powers; and

WHEREAS, the Agreement designates the Executive Committee of the Board of Directors and the President of the California Association for Local Economic Development as the initial Board of Directors of the Authority; and

WHEREAS, the Authority has been formed for the purpose, among others, to assist for profit and nonprofit corporations and other entities to obtain financing for projects and purposes serving the public interest; and

WHEREAS, the Agreement permits any other local agency in the State of California to join the Authority as an associate member (an "Associate Member"); and

WHEREAS, the City desires to become an Associate Member of the Authority;

WHEREAS, City Council of the City has adopted a resolution approving the Associate Membership Agreement and the execution and delivery thereof;

WHEREAS, the Board of Directors of the Authority has determined that the City should become an Associate Member of the Authority;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Authority and the City do hereby agree as follows:

Section 1. Associate Member Status. The City is hereby made an Associate Member of the Authority for all purposes of the Agreement and the Bylaws of the Authority, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the City and the Authority, the City shall be and remain an Associate Member of the Authority.

Section 2. Restrictions and Rights of Associate Members. The City shall not have the right, as an Associate Member of the Authority, to vote on any action taken by the Board of Directors or by the Voting Members of the Authority. In addition, no officer, employee or representative of the City shall have any right to become an officer or director of the Authority by virtue of the City being an Associate Member of the Authority.

Section 3. Effect of Prior Authority Actions. The City hereby agrees to be subject to and bound by all actions previously taken by the Members and the Board of Directors of the Authority to the same extent as the Members of the Authority are subject to and bound by such actions.

Section 4. No Obligations of Associate Members. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the City.

Section 5. Execution of the Agreement. Execution of this Associate Membership Agreement and the Agreement shall satisfy the requirements of the Agreement and Article XII of the Bylaws of the Authority for participation by the City in all programs and other undertakings of the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Associate Membership Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year first set forth above.

CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

By: _____
Gurbax Sahota, Chair
Board of Directors

Attest:

Helen Schaubmayer, Asst. Secretary

CITY OF MORENO VALLEY, CALIFORNIA

By: _____
Mayor

Attest:

City Clerk

Attachment: CEDA Associate Membership Agreement (2857 : APPROVE PARTICIPATION IN PACE PROGRAM WITH THE CALIFORNIA



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: December 5, 2017

TITLE: RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2016-17

RECOMMENDED ACTION

Recommendations:

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

SUMMARY

Government Code Section 66006 requires cities that impose impact fees to render an annual accounting of the fees and to provide findings that support the retention of any fees that have been held in excess of five years and remain unexpended or have not been committed to projects. The City has no Development Impact Fees (DIF) that are unexpended and uncommitted for a period of five years or more. The information included in this staff report is provided to comply with State law.

DISCUSSION

Government Code Section 66006 requires cities imposing impact fees to undertake an annual accounting of such fees within 180 days of the fiscal year end. The Code also requires that the accounting be made available for public review. The accounting must provide the beginning and ending balances for the fiscal year, receipts, disbursements, interest earned and any other income. The report must include a description of how the fees were expended during the past year. If fees are unexpended, whether committed or uncommitted for a period of five or more years, the report must include a finding regarding the continuing need for the fees. If a continuing need cannot be shown, State

law requires that the City refund the unused, uncommitted fees. The City's report contains no such instances of unexpended and uncommitted Development Impact Fees.

The attached Annual Report on Development Impact Fees is for the fiscal year ended June 30, 2017. This report is prepared in compliance with the California Government Code Section 66006 regarding the annual accounting of impact fees. The accounting was complete and the required information was available to the public within the required time frame, 180 days subsequent to fiscal year end. The report has been available for public review on file in the City Clerk's office for more than 15 days prior to being considered by the City Council, in accordance with state law.

On May 16, 2017, the City Council approved Resolution 2017-28 which amended short-term loans from the General Fund to address negative cash balances in the Police (\$4,290,500) and the Animal Shelter (\$100,000) DIF funds. The loan agreement calls for repayment by June 30, 2018 or, if the funds are not repaid, the issue is to be reconsidered by the City Council.

This report does not include any findings that require the return of unexpended or uncommitted DIF fees. This report does make a finding for continuing to hold previously collected development impact fees based on all funds collected and held by the City as of June 30, 2017 within each of the 14 respective Development Impact Fee funds being designated for specific capital projects, consistent with the Development Impact Fee Study Final Report approved by the City Council on December 11, 2012, and the Capital Improvement Plan approved by the City Council on June 20, 2017.

Interest earnings attributable to the DIF funds totaled \$218,011 for the year.

The recommended action supports the Infrastructure priority included in the Momentum Moval Strategic Plan.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006 and approve the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees. *Staff recommends this alternative to comply with the reporting requirements of the California Government Code.*
2. Approve and accept the Annual Report on Development Impact Fees in compliance with California Government Code Section 66006 but reject the finding that staff has demonstrated a continuing need to hold unexpended Development Impact Fees. *Staff does not recommend this alternative in that this action could result in the need to refund unexpended fees such that projects and*

debt service intended to be funded through these fees would be left without a funding source.

FISCAL IMPACT

There is no fiscal impact resulting from the recommended action; the information included in the staff report is provided to comply with State law.

NOTIFICATION

Publication of the agenda. The report was made available for public review in the City Clerk’s Office on November 13, 2017.

PREPARATION OF STAFF REPORT

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

Department Head Approval:
Marshall Eyerman
Chief Financial Officer

CITY COUNCIL GOALS

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

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. AB 1600 Report FY 2017

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/15/17 1:24 PM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 12:47 PM
City Manager Approval	<u>✓ Approved</u>	11/22/17 1:09 PM

City of Moreno Valley

Annual Report on Development Impact Fees

For the Fiscal Year Ended
June 30, 2017



**City of Moreno Valley
Annual Report on Development Impact Fees
For the Fiscal Year Ended June 30, 2017**

Pursuant to Government Code Section 66006, the following report on the receipt, use and retention of development impact fees for fiscal year ended June 30, 2017 is hereby presented to the City Council for review and approval.

Fund Number / Fund Name	Beginning Fund Balance July 1, 2016	Receipts	Disbursements	Transfers In	Interest Earnings	Ending Fund Balance June 30, 2017
2901 Arterial Streets Development Impact Fee	\$ 521,790	\$ 345,315	\$ (1,064,000)	\$ 1,064,000	\$ 9,361	\$ 876,466
2902 Traffic Signal Development Impact Fee	\$ 754,578	\$ 85,120	\$ (638,600)	\$ -	\$ 9,128	\$ 210,226
2903 Fire Facility Development Impact Fee	\$ 1,340,635	\$ 305,869	\$ (243,000)	\$ 62,553	\$ 18,351	\$ 1,484,408
2904 Police Facility Development Impact Fee	\$ (3,775,729)	\$ 153,782	\$ (644,000)	\$ -	\$ -	\$ (4,265,947)
2905 Parkland Facilities Development Impact Fee	\$ 3,486,322	\$ 210,133	\$ -	\$ -	\$ 48,681	\$ 3,745,136
2906 Quimby In-Lieu Park Fee	\$ 808,187	\$ 158,282	\$ (325,000)		\$ 9,199	\$ 650,668
2907 Recreation Center Development Impact Fee	\$ 58,383	\$ 99,242	\$ -	\$ -	\$ -	\$ 157,625
2908 Libraries Development Impact Fee	\$ 4,613,239	\$ 46,904	\$ -	\$ -	\$ 62,115	\$ 4,722,258
2909 City Hall Development Impact Fee	\$ 2,697,781	\$ 56,170	\$ -	\$ -	\$ 36,337	\$ 2,790,288
2910 Corporate Yard Development Impact Fee	\$ 303,172	\$ 169,764	\$ (48,000)	\$ -	\$ 5,043	\$ 429,980
2911 Interchange Improvements Development Impact Fee	\$ 925,400	\$ 177,544	\$ -	\$ -	\$ 13,606	\$ 1,116,550
2912 Maintenance Equipment Development Impact Fee	\$ 440,760	\$ 46,769	\$ -	\$ -	\$ 6,190	\$ 493,719
2913 Animal Shelter Development Impact Fee	\$ (114,965)	\$ 28,171	\$ -	\$ -	\$ -	\$ (86,794)
2914 Administration Development Impact Fee	\$ 140,769	\$ 37,664	\$ -	\$ -	\$ -	\$ 178,432

Attachment: AB 1600 Report FY 2017 (2870 : RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2016-17)

The reservation of Fund Balance and disbursement information for each of the above funds is as follows:

Fund 2901 - Arterial Streets Development Impact Fee

<u>Disbursements:</u>		<u>% Funded by Impact Fees</u>
Debt Service – 2013 Refunding Lease Revenue Bonds Current Year	636,000	100%
Debt Service – 2014 Refunding Lease Revenue Bonds Current Year	428,000	100%
	<u>\$ 1,064,000</u>	
 <u>Fund Balance Designations:</u>		
Existing Debt Service and Future Arterial Streets Development	<u>\$ 876,466</u>	
Unreserved Fund Balance	None	
Funds unexpended or uncommitted for five years or more	None	

Fund 2902 - Traffic Signal Development Impact Fee

<u>Disbursements:</u>		<u>% Funded by Impact Fees</u>
Moreno Valley Ranch ITS	580,000	100%
Pedestrian Countdown Signal Head Improvements	58,600	
	<u>\$ 638,600</u>	
 <u>Fund Balance Designations:</u>		
Future Traffic Signal Development	<u>\$ 210,226</u>	
Unreserved Fund Balance	None	
Funds unexpended or uncommitted for five years or more	None	

Fund 2903 - Fire Facility Development Impact Fees

<u>Disbursements:</u>		<u>% Funded by Impact Fees</u>
Debt Service – 2013 Refunding Lease Revenue Bonds	145,000	100%
Debt Service – 2014 Refunding Lease Revenue Bonds	98,000	100%
	<u>\$ 243,000</u>	
 <u>Fund Balance Designations:</u>		
Future Fire Facility	<u>\$ 1,484,408</u>	
Unreserved Fund Balance	None	
Funds unexpended or uncommitted for five years or more	None	

Fund 2904 - Police Facility Development Impact Fee

<u>Disbursements:</u>		<u>% Funded by Impact Fees</u>
Debt Service – 2013 Refunding Lease Revenue Bonds	385,000	100%
Debt Service – 2014 Refunding Lease Revenue Bonds	259,000	100%
	<u>\$ 644,000</u>	
<u>Fund Balance Designations:</u>		
Future Police Facility	<u>\$(4,265,947)</u>	
Unreserved Fund Balance	None	
Funds unexpended or uncommitted for five years or more	None	

Fund 2905 - Parkland Facilities Development Impact Fee

<u>Disbursements:</u>		<u>% Funded by Impact Fees</u>
No Disbursements	-	
	<u>\$ -</u>	
<u>Fund Balance Designations:</u>		
Future Parkland Facility	<u>\$ 3,745,136</u>	
Unreserved Fund Balance	None	
Funds unexpended or uncommitted for five years or more	None	

Fund 2906 - Quimby In-Lieu Park Fee

<u>Disbursements:</u>		<u>% Funded by Impact Fees</u>
Park Restroom Renovations	50,000	100%
ADA Park Improvements	100,000	100%
Civic Center Electrical Upgrade	60,000	100%
Community Park Soccer Field Netting	15,000	100%
Replacement playground equipment	100,000	100%
	<u>\$ 325,000</u>	
<u>Fund Balance Designations:</u>		
Future Parkland	<u>\$ 650,668</u>	
Unreserved Fund Balance	None	
Funds unexpended or uncommitted for five years or more	None	

Fund 2907- Recreation Center Development Impact Fee

<u>Disbursements:</u>	<u>% Funded by Impact Fees</u>
No Disbursements	-
	<u>\$ -</u>
<u>Fund Balance Designations:</u>	
Future Recreation Center	<u>\$ 157,625</u>
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

Fund 2908 - Libraries Development Impact Fee

<u>Disbursements:</u>	<u>% Funded by Impact Fees</u>
No Disbursements	-
	<u>\$ -</u>
<u>Fund Balance Designations:</u>	
Future Libraries	<u>\$ 4,722,258</u>
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

Fund 2909 - City Hall Development Impact Fee

<u>Disbursements:</u>	<u>% Funded by Impact Fees</u>
No Disbursements	-
	<u>\$ -</u>
<u>Fund Balance Designations:</u>	
Future City Hall	<u>\$ 2,790,288</u>
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

Fund 2910 - Corporate Yard Development Impact Fee

<u>Disbursements:</u>	<u>% Funded by Impact Fees</u>
Corporate Yard Phase I	48,000 92%
	<u>\$ 48,000</u>
<u>Fund Balance Designations:</u>	
Future Corporate Yard	<u>\$ 429,980</u>
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

Fund 2911 - Interchange Improvements

<u>Disbursements:</u>	<u>% Funded by Impact Fees</u>
No Disbursements	-
	<u>\$ -</u>
<u>Fund Balance Designations:</u>	
Future Interchange Improvements	<u>\$ 1,116,550</u>
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

Fund 2912 - Maintenance Equipment Development Impact Fee

<u>Disbursements:</u>	<u>% Funded by Impact Fees</u>
No Disbursements	-
	<u>\$ -</u>
<u>Fund Balance Designations:</u>	
Future Maintenance Equipment	<u>\$ 493,719</u>
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

Fund 2913 - Animal Shelter Development Impact Fee

<u>Disbursements:</u>	<u>% Funded by Impact Fees</u>
No Disbursements	-
	<u>\$ -</u>
<u>Fund Balance Designations:</u>	
Future Animal Shelter	<u>\$ (86,794)</u>
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

Fund 2914 Administration Development Impact Fee

<u>Disbursements:</u>	<u>% Funded by Impact Fees</u>
No Disbursements	- 100%
	<u>\$ -</u>
<u>Fund Balance Designations:</u>	
Future Development Impact Fee Study	<u>\$ 178,432</u>
Unreserved Fund Balance	None
Funds unexpended or uncommitted for five years or more	None

Attachment: AB 1600 Report FY 2017 (2870 : RECEIVE THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES FOR FISCAL YEAR 2016-17)

Section 12 - Development Impact Fees

RESIDENTIAL IMPACT FEES City - Wide (Except as otherwise noted)

City-Wide except MV Ranch, and TownGate SP	TUMF (per unit)	DIF ^[2] (per unit)	TUMF + DIF (per unit)	SKR MITIGATION FEE	MSHCP Mitigation Fee (per unit)
Single-family (8.0 du/acre or less) (excludes custom home, granny unit and second unit)	\$ 8,873	\$ 9,067.80	\$ 17,940.80	\$500/acre	\$ 1,992
Custom Home	\$ 8,873	\$ 9,067.80	\$ 17,940.80	\$500.00 per acre up to .5 acres; no more than \$250.00	\$ 1,992
Second Unit	Exempt	\$ 2,996.76	\$ 2,996.76		Exempt
Multi-family (8.1 du/acre - 14 du/acre)	\$ 6,231	\$ 5,992.50	\$ 12,223.50	\$500/acre	\$ 1,275
Multi-family (greater than 14 du/acre)	\$ 6,231	\$ 5,992.50	\$ 12,223.50	\$500/acre	\$ 1,036

NON-RESIDENTIAL IMPACT FEES City Wide (except as otherwise noted)

City-Wide Except TownGate SP ^[1]	TUMF (\$ per square foot - sf)	DIF ^[2] (\$ per sf)	TUMF + DIF	SKR MITIGATION FEE ^[3]	MSHCP Mitigation Fee
Retail Commercial (Neighborhood Commercial)	\$ 10.49	\$ 4.831	\$ 15.321	\$500/acre	\$6,780/acre
Retail Commercial (Regional Commercial)	\$ 10.49	\$ 4.307	\$ 14.797	\$500/acre	\$6,780/acre
Service Commercial/Office (Not Class A or B)	\$ 4.19	\$ 3.233	\$ 7.423	\$500/acre	\$6,780/acre
Office (Class A or B) ^[4]	\$ 2.19	\$ 3.233	\$ 5.423	\$500/acre	\$6,780/acre
Industrial	\$ 1.73	\$ 2.330	\$ 4.060	\$500/acre	\$6,780/acre
High-Cube ^[5]	See footnote [6]	\$ 1.016	See footnote [6]	\$500/acre	\$6,780/acre

^[1] See Planning Staff for projects within Towngate Specific Plan (SP200)

^[2] The DIF Fee calculation includes a 2% Administrative Fee for reimbursement of the 2012 update to the DIF Nexus Study.

^[3] Projects within Moreno Valley Ranch are exempt from SKR Mitigation Fees.

^[4] In order to qualify for this fee, the office building must satisfy the definition of Class A or B as provided for in City Ordinance 807. The office building must be two or more stories, a minimum of 15,000 square feet, and include a central interior lobby with access to suites from inside the building. Construction materials for Class A office are required to be steel frame construction. Class B office can include a steel, concrete or masonry shell.

^[5] High Cube Warehouse and Distribution Centers may be subject to a reduced TUMF fee if the building meets specific criteria, including a minimum gross floor area of more than 200,000 square feet, a minimum ceiling height of 24 feet, and a minimum dock-high door landing ration of 1 door per 10,000 square feet. If this criteria is satisfied, the TUMF fee will be calculated based on Section 5.8 of the WRCOG TUMF Fee Handbook.

^[6] The TUMF fee for high cube is calculated based on an adjusted square footage which is determined by multiplying the building square footage exceeding 200,000 square feet by 0.27, and adding 200,000 to the result. The adjusted square footage is then multiplied by the adopted TUMF industrial fee.

NOTE: There could be future adjustments based on the fee ordinances and/or by City Council action.

Attachment: AB 1600 Report FY 2017 (2870 : RECEIVE THE ANNUAL REPORT ON DEVELOPMENT



Report to City Council

TO: Mayor and City Council
 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: Mel Alonzo, Parks & Community Services Director

AGENDA DATE: December 5, 2017

TITLE: PURCHASE OF REPLACEMENT PLAY STRUCTURE EQUIPMENT FOR WESTBLUFF PARK

RECOMMENDED ACTION

Recommendations: That the City Council and CSD:

1. Authorize the issuance of a Purchase Order in the amount of \$76,054.26 to Miracle Recreation Equipment Company, PO Box 204757, Dallas, TX 75320-4757, for materials to replace the play structure at Westbluff Park.

SUMMARY

Authorize the issuance of a Purchase Order in the amount of \$76,054.26 to Miracle Recreation Equipment Company for materials to replace the play structure at Westbluff Park.

DISCUSSION

In order to comply with the California Code of Regulations, Health and Safety Codes, American Society for Testing and Materials (ASTM) and the U.S. Consumer Products Safety Commission (CPSC), play structures that are not compliant need to be retrofitted and/or replaced to be in compliance. Retrofitting is not an option in these cases, since the play equipment at these sites was discontinued in the 1990's. This is one of the last sites in the CIP identified for replacement.

Miracle Recreation Equipment Company's play equipment is part of the Parks and Community Services Department's specified standards for tot lots and playgrounds.

The play equipment being replaced was manufactured by Miracle Recreation Equipment Company.

Project materials and labor costs have all been publically bid utilizing the CMAS (government-to-government procurement service) cooperative bidding process. Miracle Recreation Equipment Company was a selected manufacturer by CMAS.

In order to maintain and ensure the continuity of adopted park standards and compliance with the State and Federal codes and regulations, staff recommends that Miracle Recreation Equipment Company provide the play structure for Westbluff Park.

ALTERNATIVES

1. Authorize the issuance of a Purchase Order in the amount of \$76,054.26 to Miracle Recreation Equipment Company, PO Box 204757, Dallas, TX 75320-4757 for materials to replace the play structure at Westbluff Park.
2. Elect not to award a purchase order to Miracle Recreation Equipment Company at this time and provide further direction to staff.

FISCAL IMPACT

Funding for the new play structures of \$76,054.26 is available within the approved CIP project (807 0004 50 57-3006Q). No additional funding is requested. This recommended action imposes no fiscal impact to the General Fund.

NOTIFICATION

Posting of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Tony Hetherman
Parks Projects Coordinator

Department Head Approval:
Mel Alonzo
Parks and Community Services Director

CITY COUNCIL GOALS

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

Objective 5.5: Promote a healthy community and lifestyle.

Objective 6.2: Improve health, wellness and fitness for Moreno Valley youth through recreation and sports programs.

ATTACHMENTS

- 1. Miracle Recreation Equipment Quote
- 2. CMAS-MIRACLE CONTRACT 2017-2022
- 3. New Playground Simulation

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/15/17 11:40 AM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 12:30 PM
City Manager Approval	<u>✓ Approved</u>	11/22/17 12:32 PM



PO Box 204757
 Dallas TX 75320-4757 Web Site www.miracle-recreation.com
 Phone # 800-264-7225
 Fax # 877-215-3869
 E-mail sales@miracleplayground.com

**WE HAVE A NEW
 REMITTANCE ADDRESS!
 ALL PURCHASE ORDERS &
 PAYMENTS MUST BE MADE
 OUT TO:
 Miracle Recreation Equipment Co
 PO Box 204757
 Dallas, TX 75320-4757**

QUOTATION

Date	Estimate #
10/13/2017	2017-11965

Name/Billing Address	Ship To
City of Moreno Valley	

Project	Terms	Rep	FOB
Westbluff Park - Opt 2	Net 30	Rob	Factory

Item	Description	Qty	Rate	Total
Miracle	Miracle KC Play System (1) Ages 5-12 Mega Tower (1) Ages 2-5 (1) Ten Spin (1) 3.5" OD Arch Swing w/2 Belt and 2 Tot Seats Per Attached Renderings Freight Included Per Special.	1	70,584.00	70,584.00T
EXCLUSIONS	unloading, storage, installation, site work, safety surfacing		0.00	0.00
CMAS	Pricing based on CMAS contract #4-17-78-0006B - valid thru 9/30/22		0.00	0.00

This quote is valid for 90 days This quote shall not become binding until signed and delivered by both customer and Miracle Recreation "Miracle". To submit this offer, please sign and forward a complete copy of this quote via fax to 877-215-3869 or email sales@miracleplayground.com.	Subtotal	\$70,584.00
	Sales Tax (7.75%)	\$5,470.26
	Total	\$76,054.26

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by the customer in writing or otherwise, as materials alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net 30 days from invoice with approved credit and all charges are due and payable in full at PO Box 204757 Dallas TX 7532-4757 unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the equipment at its own expense. Purchase orders and payments should be made to Miracle Recreation.

Signature _____

Attachment: Miracle Recreation Equipment Quote (2875 : PURCHASE OF REPLACEMENT PLAY STRUCTURE EQUIPMENT FOR WESTBLUFF

State of California
MULTIPLE AWARD SCHEDULE
Miracle Recreation Equipment Company

CONTRACT NUMBER:	4-17-78-0006B
CMAS CONTRACT TERM:	08/09/2017 through 09/30/2022
CONTRACT CATEGORY:	Non Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$100,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-03F-072GA
BASE SCHEDULE HOLDER:	Miracle Recreation Equipment Company

This contract provides for the purchase and warranty of playground and outdoor equipment.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf>. This requirement is not applicable to local government entities.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.


ANDREW REEL, Program Analyst, California Multiple Award Schedules Unit

Effective Date: **08/09/2017**



Attachment: New Playground Simulation (2875 : PURCHASE OF REPLACEMENT PLAY STRUCTURE EQUIPMENT FOR WESTBLUFF PARK)



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, Public Works Director/City Engineer

AGENDA DATE: December 5, 2017

TITLE: ADOPT A MITIGATED NEGATIVE DECLARATION AND TO AWARD CONSTRUCTION CONTRACT TO JEREMY HARRIS CONSTRUCTION, INC. FOR THE INTERIM COTTONWOOD BASIN PROJECT NO. 804 0013

RECOMMENDED ACTION

Recommendations:

1. Adopt a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) for the Interim Cottonwood Basin Project No. 804 0013 in that mitigation measures that will be implemented with the monitoring program, and ultimately incorporated into the project construction to reduce all potential environmental impacts to an acceptable level.
2. Award a construction contract to Jeremy Harris Construction, Inc., 19466 Lurin Avenue, Riverside, CA 92508, the lowest responsible bidder, for the Interim Cottonwood Basin.
3. Authorize the City Manager to execute a contract with Jeremy Harris Construction, Inc.
4. Authorize the issuance of a Purchase Order for Jeremy Harris Construction, Inc., in the amount of \$78,204 (\$74,480 bid amount plus 5% contingency) when the contract has been signed by all parties.
5. Authorize the Public Works Director to execute any subsequent related minor change orders to the contract with Jeremy Harris Construction, Inc. up to, but not exceeding, the contingency amount of \$3,724 subject to the approval of the City Attorney.

SUMMARY

This report recommends adoption of a Mitigated Negative Declaration and approval of a contract with Jeremy Harris Construction, Inc. for the construction of the Interim Cottonwood Basin project. The project will construct a debris basin on the north side of Cottonwood Avenue to minimize sediment and debris build up in the downstream channel adjacent to Tract 19879. This project is included in the adopted Fiscal Year (FY) 2017/18 and 2018/19 Capital Improvement Plan (CIP).

DISCUSSION

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

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

On December 05, 2016, the City of Moreno Valley and Riverside County Flood Control and Water Conservation District (RCFC&WCD) entered into a Cooperative Agreement. Per the Cooperative agreement, RCFC&WCD agreed to fund \$100,000 toward this project construction. The District completed the basin design in-house. The proposed basin will generally align with the existing channel north of Cottonwood Avenue and have approximate dimensions of 130 feet by 270 feet (or less). Furthermore, the basin has been designed to minimize any tree removals and environmental impacts, while maintaining the current natural watercourse including the existing Cottonwood Avenue culvert for ease of maintenance. City staff has worked with the owners and obtained the necessary easement to construct and maintain the interim basin.

The California Environmental Quality Act (CEQA) Section 15070 (Title 14 – California Code of Regulations), states that a Negative Declaration (ND) or a Mitigated Negative Declaration (MND) may be prepared for a project when the Initial Study indicates that no significant effect on the environment will result from project implementation or when

mitigation measures as described in the Initial Study are incorporated in the project implementation.

Based on the findings of the Initial Study prepared for the project by the City's Consultant, staff has determined, in compliance with CEQA and the City's Rules to Implement CEQA, that preparation of a MND is recommended for the Interim Cottonwood Basin project in that mitigation measures included in the Initial Study and ultimately incorporated into the project construction will reduce all potential environmental impacts to an acceptable level. A Mitigation Monitoring and Reporting Program (MMRP) was also prepared for the project. The Mitigated Negative Declaration represents the City's independent judgment and analysis.

A notice was published on October 2, 2017 in the Press Enterprise describing the Project and advising the public of the preparation of a Mitigated Negative Declaration (MND); notice of time and place where the environmental documents could be inspected; and notice that the City Council would consider approval of a Mitigated Negative Declaration (MND) for the Project on the date of this meeting. This notice advised that comments could be submitted to the City no later than November 6, 2017. No comments were received prior to the meeting.

The bidding documents were completed in January 2017 by Capital Projects in-house staff. As identified in the bidding documents, the scope of work was categorized to include the Base Bid and Alternate bid 1 in order to maximize the utilization of the available budgeted funds. Base bid includes the Cottonwood basin, and Alternate 1 includes chain link fence around the basin for security. For budgetary reasons, Staff recommends a contract for the Base Bid only. Ten bids were received via the electronic bid management system, PlanetBids, on February 7, 2017 as follows:

<u>CONTRACTORS</u>	<u>Base Bid</u>
1. Jeremy Harris Construction, Inc., Sylmar	\$74,480.00
2. Four M Contracting, Inc., Vacaville	\$167,865.00
3. Vance Corporation, Rialto	\$172,172.00
4. Hillcrest Contracting, Inc., Corona	\$203,687.50
5. ABNY General Engineering, Glendora	\$214,150.00
6. ATOM Engineering Construction, Inc., Hemet	\$241,098.00
7. Road Builders, Inc., Lincoln, NE	\$242,794.00
8. Wright Construction Engineering Corp, Carlsbad	\$243,869.50
9. Leonida Builders, Inc., Glendora	\$273,050.00
10. Slater, Inc., Fontana	\$313,071.00

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

Following the bid opening, staff reviewed the bids and available funding and is recommending the award of the construction contract for Base Bid for the total bid amount of \$74,480 to Jeremy Harris Construction, Inc. Staff is recommending issuance of a Purchase Order for Jeremy Harris Construction, Inc. for \$78,204 which includes a 5% contingency. A contingency of 5% of the bid amount (\$3,724) is recommended to account for any latent or unforeseen circumstances encountered during construction. Unforeseen conditions may include unsuitable soils or hazardous wastes which need to be properly processed and removed. There also may be other conflicting utility appurtenances that will have to be addressed during project construction.

ALTERNATIVES

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

FISCAL IMPACT

This project is fully funded by General Fund (Fund 1010). Reimbursement from the RCFC&WCD up to \$100,000 will be received to cover construction costs. This project is included in the adopted Fiscal Year (FY) 2017/2018 and 2018/19 Capital Improvement Plan (CIP).

AVAILABLE FUNDS FOR THE PROJECTS:

(Account No. 1010-70-77-80001)	
(Project No. 804 0013)	<u>\$145,000</u>
Total	\$145,000

ESTIMATED PROJECT COSTS:

Environmental/Permitting	\$39,000
Construction (includes contingency).....	\$78,000
Construction Geotechnical Service	\$8,000
Construction Surveying Service	\$10,000
Project Administration and Inspection	<u>\$10,000</u>
Total	\$145,000

ANTICIPATED PROJECT SCHEDULE:

Start Construction.....	January 2018
Complete Construction.....	April 2018

NOTIFICATION

A notice was published on October 2, 2017 in the Press Enterprise describing the Project and advising the public of the preparation of a Mitigated Negative Declaration (MND). All utilities, adjacent property owners, business owners, law enforcement, fire department, and other emergency services responders in the area will be notified in a timely manner prior to the start of construction work.

PREPARATION OF STAFF REPORT

Prepared By:
Henry Ngo, P.E.
Capital Projects Division Manager

Department Head Approval:
Rick C. Hartmann
Acting Public Works Director

CITY COUNCIL GOALS

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

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

Objective 2.13: Update the City's Local Hazard Mitigation Plan to identify risks and vulnerabilities associated with disasters, including developing long-term strategies for

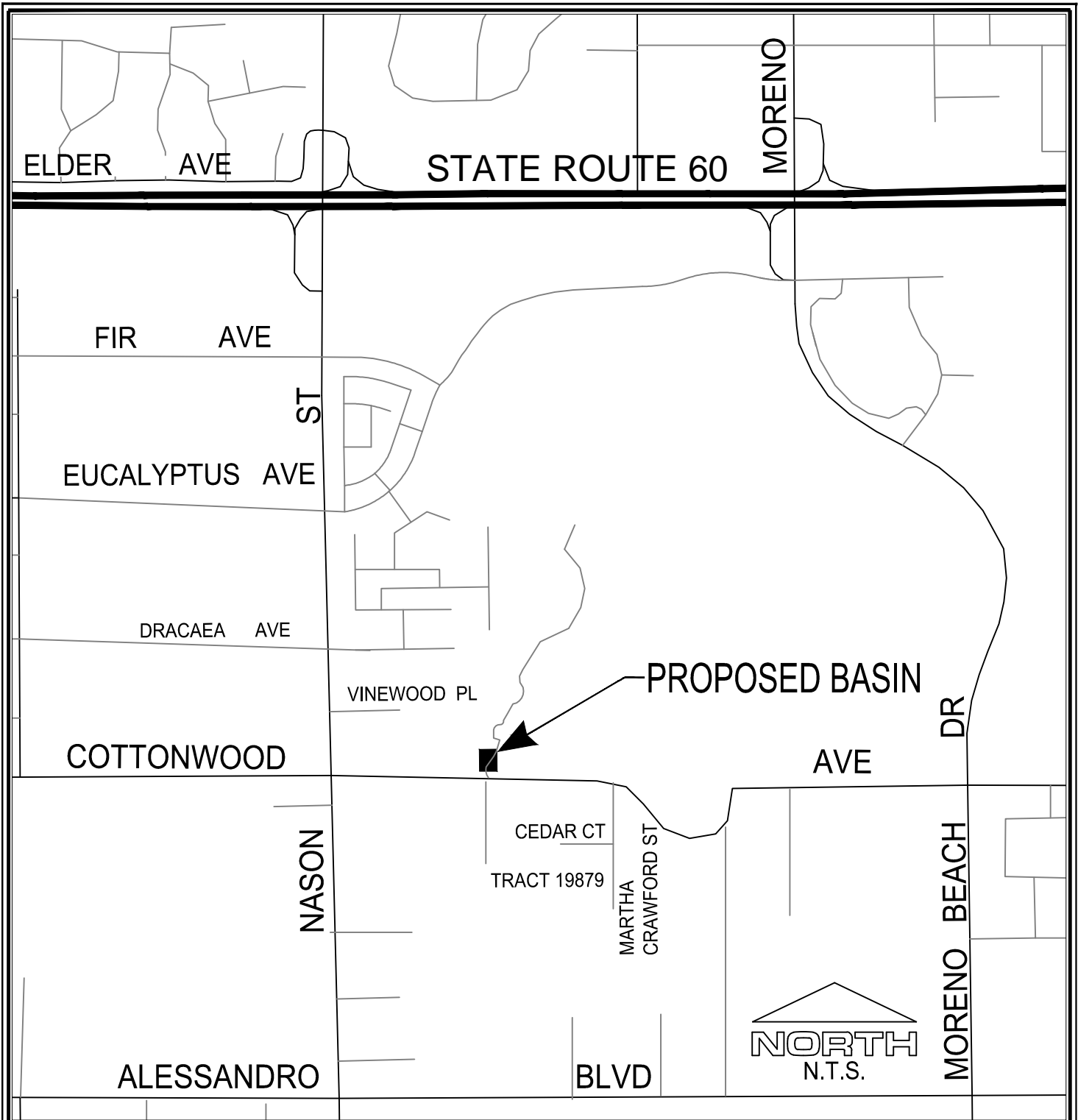
protecting the health, safety and welfare of people and reduce harm to existing and future property from hazard events.

ATTACHMENTS

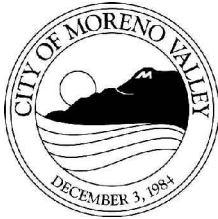
- 1. Location Map
- 2. Agreement
- 3. Cottonwood Basin MMRP
- 4. Cottonwood Basin IS-MND

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/01/17 7:43 AM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 11:25 AM
City Manager Approval	<u>✓ Approved</u>	11/22/17 11:59 AM



COTTONWOOD BASIN



LOCATION MAP
 Public Works Department
 Capital Projects Division

ATTACHMENT 1

COTTONWOOD INTERIM BASIN

PROJECT No. 804 0013

Attachment: Location Map (2610 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO JEREMY HARRIS CONSTRUCTION, INC. FOR

Agreement No. _____

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

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

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

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

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

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

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

- A. None

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

4. PAYMENT.

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

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

5. CONTRACT TIME.

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

Base Bid	40 Working Days
Alternate 1	10 Working Days

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

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

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

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

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

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

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

6. LIQUIDATED DAMAGES AND CONTROL OF WORK

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

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

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

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

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

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

7. INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. INDEMNIFICATION.

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

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

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

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnatee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnatee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnatee(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 (2610 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO JEREMY HARRIS CONSTRUCTION, INC. FOR

CITY OF MORENO VALLEY, Municipal Corporation

Jeremy Harris Construction, Inc.

BY: _____
City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

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

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

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

Attachment: Agreement (2610 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO JEREMY HARRIS CONSTRUCTION, INC. FOR

**Cottonwood Interim Basin Project
Project No. 4-0-00746
Mitigation Monitoring & Reporting Program**

Mitigation Measure	Responsible for Implementation	Implementation/Verification	Potential Outside Agency Coordination	Date Completed
Biological Resources				
<p>BIO-1 Nesting Birds: To ensure compliance with the MBTA and Section 3503.5 of the California Fish and Game Code, and to avoid any potential impacts to special-status bird species that may occur in the project vicinity, construction activities shall be conducted outside the bird nesting bird season (March to August) to the extent possible to avoid any potential disturbance of avian breeding activities. If vegetation removal, clearing, and/or grading for the Proposed Project is conducted during the bird nesting season (March to August), then construction will be limited in the vicinity of any active nests per the recommendations of a qualified biologist. Three days prior to the onset of construction activities, a qualified biologist shall survey for the presence of any active bird nests within the limits of the project. If no active nests are found, no further mitigation would be required. However, any active nest found during survey efforts shall be mapped on the construction plans, and an appropriate buffer area (minimum 200 feet in every direction) shall be established around any active nest. This buffer shall be set at the discretion of the Project Biologist. Encroachment into the buffer area shall not be allowed until the nest is vacated. Construction within the buffer area may resume after a qualified biologist has determined that fledglings have left the nest.</p>	<p>City of Moreno Valley</p>	<p>Preconstruction nesting bird survey shall be conducted not more than 30 days prior to any tree trimming or removal that is to occur between March and August.</p> <p>This mitigation measure shall be included in the bid specifications for the Proposed Project.</p>	<p>California Department of Fish & Wildlife</p>	

Attachment: Cottonwood Basin MMRP (2610 : AUTHORIZATION TO AWARD CONSTRUCTION

**Cottonwood Interim Basin Project
Project No. 4-0-00746
Mitigation Monitoring & Reporting Program**

Mitigation Measure	Responsible for Implementation	Implementation/Verification	Potential Outside Agency Coordination	Date Completed
<p>BIO-2 Burrowing Owls: A focused pre-construction burrowing owl survey shall be conducted prior to construction in accordance with the Burrowing Owl Survey Instructions of the Western Riverside County MSHCP. This survey is to be conducted within 30 days prior to ground disturbance. After the pre-construction burrowing owl survey has been completed, a survey report will be prepared in accordance with the MSHCP 30-day Pre-construction Burrowing Owl Survey Report Format (August 7, 2006). If no burrowing owls are located, then construction may proceed. Construction activities must begin within 30 days after the survey, or another survey will need to be conducted. If an active burrowing owl burrow (with burrowing owls) is found during the pre-construction survey, the burrow must be avoided while it is occupied by owls or the owls must be relocated in consultation with the CDFW. Avoidance of the active burrow will entail establishment of a “no work” buffer around the active burrow(s). The buffer distance will be established at the discretion of the Project Biologist, according to the location of the burrow, topography, and other biological factors. Typically the buffer will be a minimum of 300 feet and no more than 500 feet. No construction activities shall be allowed with the buffer area until the nest is no longer active and all young owls have fledged. As an alternative to complete burrow avoidance, the City may contact CDFW regarding passive relocation of burrowing owls. Passive relocation generally entails CDFW approval of a relocation</p>	<p>City of Moreno Valley</p>	<p>A mandatory preconstruction survey for owls shall be conducted within 30 days prior to ground disturbance.</p> <p>This mitigation measure shall be included in the bid specifications for the Proposed Project.</p>	<p>California Department of Fish & Wildlife</p> <p>Western Riverside County Regional Conservation Authority</p>	

Attachment: Cottonwood Basin MMRP (2610) : AUTHORIZATION TO AWARD CONSTRUCTION

**Cottonwood Interim Basin Project
Project No. 4-0-00746
Mitigation Monitoring & Reporting Program**

Mitigation Measure	Responsible for Implementation	Implementation/Verification	Potential Outside Agency Coordination	Date Completed
plan and the relocation must be conducted during the owl non-breeding season (September 1 through February 28).				
BIO-3 Regulatory Permitting: Prior to the commencement of project construction activities that will impact the jurisdictional drainage on the project site, authorization for impacts shall be acquired through the permitting process from the USACE, RWQCB, and CDFW pursuant to the CWA Section 404 and 401 and California Fish and Game Code Section 1600, respectively. Project specific mitigation for impacts to features jurisdictional to state and federal agencies will be determined during the permitting process.	City of Moreno Valley	During the regulatory permitting process. This mitigation measure shall be included in the bid specifications for the Proposed Project.	U.S. Army Corps of Engineers Regional Water Quality Control Board California Department of Fish & Wildlife	
Cultural Resources and Tribal Cultural Resources				
CR-1: Prior to the issuance of a grading permit, the City shall retain a professional archaeologist to conduct monitoring of all mass grading and trenching activities. The Project Archaeologist shall have the authority to temporarily redirect earthmoving activities in the event that suspected archaeological resources are unearthed during Project construction. The Project Archaeologist, in consultation with the Monitoring Tribe(s), the contractor, and the City, shall develop a Cultural Resources Monitoring Plan (CRMP) to address the details, timing and responsibility of all archaeological and cultural activities that will occur on the project site. Details in the Plan shall include: <ul style="list-style-type: none"> a. Project grading and development scheduling; b. The Project archeologist and the Monitoring Tribes(s) shall attend the pre- 	City of Moreno Valley	Prior to the issuance of a grading permit. This mitigation measure shall be included in the bid specifications for the Proposed Project.		

Attachment: Cottonwood Basin MMRP (2610 : AUTHORIZATION TO AWARD CONSTRUCTION

**Cottonwood Interim Basin Project
Project No. 4-0-00746
Mitigation Monitoring & Reporting Program**

Mitigation Measure	Responsible for Implementation	Implementation/Verification	Potential Outside Agency Coordination	Date Completed
<p>grading meeting with the City, the construction manager and any contractors and will conduct a mandatory Cultural Resources Worker Sensitivity Training to those in attendance. The Training will include a brief review of the cultural sensitivity of the Project and the surrounding area; what resources could potentially be identified during earthmoving activities; the requirements of the monitoring program; the protocols that apply in the event inadvertent discoveries of cultural resources are identified, including who to contact and appropriate avoidance measures until the find(s) can be properly evaluated; and any other appropriate protocols. All new construction personnel that will conduct earthwork or grading activities that begin work on the Project following the initial Training must take the Cultural Sensitivity Training prior to beginning work and the Project archaeologist and Monitoring Tribe(s) shall make themselves available to provide the training on an as-needed basis.</p> <p>c. The protocols and stipulations that the contractor, City, Monitoring Tribe(s) and Project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation.</p>				

Attachment: Cottonwood Basin MMRP (2610 : AUTHORIZATION TO AWARD CONSTRUCTION

**Cottonwood Interim Basin Project
Project No. 4-0-00746
Mitigation Monitoring & Reporting Program**

Mitigation Measure	Responsible for Implementation	Implementation/Verification	Potential Outside Agency Coordination	Date Completed
<p>CR-2: Prior to the issuance of a grading permit, the City of Moreno Valley shall secure agreements with the Pechanga Band of Luiseño Indians and Soboba Band of Luiseño Indians for tribal monitoring. The City is also required to provide a minimum of 30 days advance notice to the tribes of all mass grading and trenching activities. The Native American Tribal Representatives shall have the authority to temporarily halt and redirect earth moving activities in the affected area in the event that suspected archaeological resources are unearthed. If the Native American Tribal Representatives suspect that an archaeological resource may have been unearthed, the Project Archaeologist or the Tribal Representatives shall immediately redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. In consultation with the Native American Tribal Representatives, the Project Archaeologist shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2. If the resource is significant, Mitigation Measure CR-3 shall apply.</p>	<p>City of Moreno Valley</p>	<p>Prior to the issuance of a grading permit.</p> <p>This mitigation measure shall be included in the bid specifications for the Proposed Project.</p>	<p>Pechanga Band of Luiseño Indians</p> <p>Soboba Band of Luiseño Indians</p>	
<p>CR-3: If archaeological resource(s) is discovered on the property, a treatment plan shall be prepared by the Project Archaeologist and expeditiously reviewed by the interested Native American Tribal Representatives and the City Planning Division and implemented by the Project Archaeologist to protect the identified archaeological resource(s) from damage and destruction. If a significant archaeological</p>	<p>City of Moreno Valley</p>	<p>If archaeological resources are discovered on the property.</p> <p>This mitigation measure shall be included in the bid specifications for the Proposed Project.</p>		

Attachment: Cottonwood Basin MMRP (2610 : AUTHORIZATION TO AWARD CONSTRUCTION

**Cottonwood Interim Basin Project
Project No. 4-0-00746
Mitigation Monitoring & Reporting Program**

Mitigation Measure	Responsible for Implementation	Implementation/Verification	Potential Outside Agency Coordination	Date Completed
<p>resource(s) is discovered on the property, ground disturbing activities shall be temporarily suspended 100 feet around the resource(s) until a treatment plan is implemented. The Project Archaeologist, interested Native American Tribal Representatives, and the City Planning Division shall confer regarding mitigation of the discovered resource(s).</p>				
<p>CR-4: In the event that Native American cultural resources are discovered during the course of grading, the following procedures shall be carried out for treatment and final disposition of the discoveries:</p> <ul style="list-style-type: none"> a) The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to cultural resources. The artifacts shall be relinquished through one or more of the following methods and evidence of such shall be provided to the City of Moreno Valley Planning Department: <ul style="list-style-type: none"> i. Accommodate the process for Preservation-In-Place/Onsite reburial of the discovered items with the consulting Native American tribes or bands, as detailed in the treatment plan prepared by the Project Archaeologist under Mitigation Measure CR-3. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloging and basic recordation have 	<p>City of Moreno Valley</p>	<p>If Native American cultural resources are discovered during grading.</p> <p>This mitigation measure shall be included in the bid specifications for the Proposed Project.</p>	<p>Western Science Center</p>	

Attachment: Cottonwood Basin MMRP (2610 : AUTHORIZATION TO AWARD CONSTRUCTION

**Cottonwood Interim Basin Project
Project No. 4-0-00746
Mitigation Monitoring & Reporting Program**

Mitigation Measure	Responsible for Implementation	Implementation/Verification	Potential Outside Agency Coordination	Date Completed
<p>been completed;</p> <p>ii. A curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79; therefore, the resources would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation;</p> <p>iii. For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural materials, they shall be curated at the Western Science Center by default.</p>				
<p>CR-5: The City shall verify that the following note is included on the Grading Plan: "If any suspected archaeological resources are discovered during ground-disturbing activities and the Project Archaeologist or Native American Tribal Representatives are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the Project Archaeologist and the Tribal Representatives to the site to assess the significance of the find."</p>	<p>City of Moreno Valley</p>	<p>This mitigation measure shall be included in the bid specifications for the Proposed Project.</p>		

Attachment: Cottonwood Basin MMRP (2610 : AUTHORIZATION TO AWARD CONSTRUCTION

**Cottonwood Interim Basin Project
Project No. 4-0-00746
Mitigation Monitoring & Reporting Program**

Mitigation Measure	Responsible for Implementation	Implementation/Verification	Potential Outside Agency Coordination	Date Completed
<p>CR-6: If potential historic or cultural resources are uncovered during excavation or construction activities at the project site, work in the affected area must cease immediately and a qualified person meeting the Secretary of the Interior's standards (36 CFR 61), Tribal Representatives, and all site monitors per the Mitigation Measures, shall be consulted by the City to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, or prehistoric resource. Determinations and recommendations by the consultant shall be immediately submitted to the Planning Division for consideration, and implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.</p>	<p>City of Moreno Valley</p>	<p>During any earth-moving activities for the project.</p> <p>This mitigation measure shall be included in the bid specifications for the Proposed Project.</p>	<p>California State Parks Office of Historic Preservation</p>	
<p>CR-7: If human remains are discovered, no further disturbance shall occur in the affected area until the County Coroner has made necessary findings as to origin. If the County Coroner determines that the remains are potentially Native American, the California Native American Heritage Commission shall be notified within 5-days of the published finding to be given a reasonable opportunity to identify the "most likely descendant". The "most likely descendant" shall then make recommendations, and engage in consultations concerning the treatment of the remains (California Public Resources Code 5097.98). (GP Objective 23.3, CEQA).</p>	<p>City of Moreno Valley</p>	<p>During any earth-moving activities for the project.</p> <p>This mitigation measure shall be included in the bid specifications for the Proposed Project.</p>	<p>County Coroner</p> <p>Native American Heritage Commission</p>	

Attachment: Cottonwood Basin MMRP (2610 : AUTHORIZATION TO AWARD CONSTRUCTION

**Cottonwood Interim Basin Project
Project No. 4-0-00746
Mitigation Monitoring & Reporting Program**

Mitigation Measure	Responsible for Implementation	Implementation/Verification	Potential Outside Agency Coordination	Date Completed
Paleontological Resources				
<p>PR-1: The City of Moreno Valley shall retain a qualified paleontologist to conduct monitoring of excavation activities and has the authority to halt and redirect earthmoving activities in the event that suspected paleontological resources are unearthed.</p>	<p>City of Moreno Valley</p>	<p>Prior to the issuance of a grading permit.</p> <p>This mitigation measure shall be included in the bid specifications for the Proposed Project.</p>		
<p>PR-2: The paleontological monitor shall conduct full-time monitoring during grading and excavation operations in undisturbed, very old alluvial fan sediments and shall be equipped to salvage fossils if they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. The paleontological monitor shall be empowered to temporarily halt or divert equipment to allow of removal of abundant and large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or if present, are determined upon exposure and examination by qualified paleontological personnel to have a low potential to contain or yield fossil resources.</p>	<p>City of Moreno Valley</p>	<p>During ground disturbing activities.</p> <p>This mitigation measure shall be included in the bid specifications for the Proposed Project.</p>		
<p>PR-3: Recovered specimens shall be properly prepared to a point of identification and permanent preservation, including screen washing sediments to recover small invertebrates and vertebrates, if necessary. Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and</p>	<p>City of Moreno Valley</p>	<p>If fossil specimens are recovered.</p> <p>This mitigation measure shall be included in the bid specifications for the Proposed Project.</p>	<p>Western Science Center</p>	

Attachment: Cottonwood Basin MMRP (2610 : AUTHORIZATION TO AWARD CONSTRUCTION

**Cottonwood Interim Basin Project
Project No. 4-0-00746
Mitigation Monitoring & Reporting Program**

Mitigation Measure	Responsible for Implementation	Implementation/Verification	Potential Outside Agency Coordination	Date Completed
permanent retrievable storage, such as the Western Science Museum in Hemet, California, is required for significant discoveries.				
PR-4: A final monitoring and mitigation report of findings and significance shall be prepared, including lists of all fossils recovered, if any, and necessary maps and graphics to accurately record the original location of the specimens. The report shall be submitted to the City of Moreno Valley prior to building final.	City of Moreno Valley	Prior to the completion of construction.		

Attachment: Cottonwood Basin MMRP (2610 : AUTHORIZATION TO AWARD CONSTRUCTION

**Initial Study and Mitigated Negative Declaration
Cottonwood Interim Basin Project
Project No. 4-0-00746**

September 2017

Lead Agency:



**City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552**

Prepared by:



ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

**215 N. Fifth Street
Redlands, CA 92374**

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Cottonwood Interim Basin Project

**DRAFT MITIGATED NEGATIVE DECLARATION
COTTONWOOD INTERIM BASIN PROJECT**

Lead Agency: City of Moreno Valley

Project Proponent: City of Moreno Valley

Project Location: The project site is located in the City of Moreno Valley north of Cottonwood Avenue, east of Nason Street, and west of Martha Crawford Street. The project site is located approximately one mile south of State Route 60.

Project Description: The Cottonwood Interim Basin Project (Proposed Project) would construct a sedimentation basin to protect life and property by reducing downstream flooding due to sedimentation and debris build-up. The basin would measure approximately 130 feet by 270 feet and would generally have 3 to 1 slopes. The basin inlet would align with the existing channel on the north side of the basin and include rip rap to protect the basin from erosion during storm events. An outlet concrete structure would be built at the southern end of the basin and connect to the existing 36 CMP located beneath Cottonwood Avenue. An aggregate base access ramp would be built on the east side of the basin for maintenance access.

Public Review Period: October 6, 2017 to November 6, 2017

Mitigation Measures Incorporated into the Project to Avoid Significant Effects:

Biological Resources

BIO-1 Nesting Birds: To ensure compliance with the MBTA and Section 3503.5 of the California Fish and Game Code, and to avoid any potential impacts to special-status bird species that may occur in the project vicinity, construction activities shall be conducted outside the bird nesting bird season (March to August) to the extent possible to avoid any potential disturbance of avian breeding activities. If vegetation removal, clearing, and/or grading for the Proposed Project is conducted during the bird nesting season (March to August), then construction will be limited in the vicinity of any active nests per the recommendations of a qualified biologist. Three days prior to the onset of construction activities, a qualified biologist shall survey for the presence of any active bird nests within the limits of the project. If no active nests are found, no further mitigation would be required. However, any active nest found during survey efforts shall be mapped on the construction plans, and an appropriate buffer area (minimum 200 feet in every direction) shall be established around any active nest. This buffer shall be set at the discretion of the Project Biologist. Encroachment into the buffer area shall not be allowed until the nest is vacated. Construction within the buffer area may resume after a qualified biologist has determined that fledglings have left the nest.

BIO-2 Burrowing Owls: A focused pre-construction burrowing owl survey shall be conducted prior to construction in accordance with the Burrowing Owl Survey Instructions of the Western Riverside County MSHCP. This survey is to be conducted within 30 days prior to ground disturbance. After the pre-construction burrowing owl survey has been completed, a survey report will be prepared in accordance with the MSHCP 30-day Pre-construction Burrowing Owl Survey Report Format (August 7, 2006). If no burrowing owls are located, then construction may proceed. Construction activities must begin within 30 days after the

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survey, or another survey will need to be conducted. If an active burrowing owl burrow (with burrowing owls) is found during the pre-construction survey, the burrow must be avoided while it is occupied by owls or the owls must be relocated in consultation with the CDFW. Avoidance of the active burrow will entail establishment of a "no work" buffer around the active burrow(s). The buffer distance will be established at the discretion of the Project Biologist, according to the location of the burrow, topography, and other biological factors. Typically the buffer will be a minimum of 300 feet and no more than 500 feet. No construction activities shall be allowed within the buffer area until the nest is no longer active and all young owls have fledged. As an alternative to complete burrow avoidance, the City may contact CDFW regarding passive relocation of burrowing owls. Passive relocation generally entails CDFW approval of a relocation plan and the relocation must be conducted during the owl non-breeding season (September 1 through February 28).

BIO-3 Regulatory Permitting: Prior to the commencement of project construction activities that will impact the jurisdictional drainage on the project site, authorization for impacts shall be acquired through the permitting process from the USACE, RWQCB, and CDFW pursuant to the CWA Section 404 and 401 and California Fish and Game Code Section 1600, respectively. Project specific mitigation for impacts to features jurisdictional to state and federal agencies will be determined during the permitting process.

Cultural Resources and Tribal Cultural Resources

CR-1: Prior to the issuance of a grading permit, the City shall retain a professional archaeologist to conduct monitoring of all mass grading and trenching activities. The Project Archaeologist shall have the authority to temporarily redirect earthmoving activities in the event that suspected archaeological resources are unearthed during Project construction. The Project Archaeologist, in consultation with the Monitoring Tribe(s), the contractor, and the City, shall develop a Cultural Resources Monitoring Plan (CRMP) to address the details, timing and responsibility of all archaeological and cultural activities that will occur on the project site. Details in the Plan shall include:

- a. Project grading and development scheduling;
- b. The Project archeologist and the Monitoring Tribes(s) shall attend the pre-grading meeting with the City, the construction manager and any contractors and will conduct a mandatory Cultural Resources Worker Sensitivity Training to those in attendance. The Training will include a brief review of the cultural sensitivity of the Project and the surrounding area; what resources could potentially be identified during earthmoving activities; the requirements of the monitoring program; the protocols that apply in the event inadvertent discoveries of cultural resources are identified, including who to contact and appropriate avoidance measures until the find(s) can be properly evaluated; and any other appropriate protocols. All new construction personnel that will conduct earthwork or grading activities that begin work on the Project following the initial Training must take the Cultural Sensitivity Training prior to beginning work and the Project archaeologist and Monitoring Tribe(s) shall make themselves available to provide the training on an as-needed basis.
- c. The protocols and stipulations that the contractor, City, Monitoring Tribe(s) and Project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation

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- CR-2:** Prior to the issuance of a grading permit, the City of Moreno Valley shall secure agreements with the Pechanga Band of Luiseño Indians and Soboba Band of Luiseño Indians for tribal monitoring. The City is also required to provide a minimum of 30 days advance notice to the tribes of all mass grading and trenching activities. The Native American Tribal Representatives shall have the authority to temporarily halt and redirect earth moving activities in the affected area in the event that suspected archaeological resources are unearthed. If the Native American Tribal Representatives suspect that an archaeological resource may have been unearthed, the Project Archaeologist or the Tribal Representatives shall immediately redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. In consultation with the Native American Tribal Representatives, the Project Archaeologist shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2. If the resource is significant, Mitigation Measure CR-3 shall apply.
- CR-3:** If archaeological resource(s) is discovered on the property, a treatment plan shall be prepared by the Project Archaeologist and expeditiously reviewed by the interested Native American Tribal Representatives and the City Planning Division and implemented by the Project Archaeologist to protect the identified archaeological resource(s) from damage and destruction. If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be temporarily suspended 100 feet around the resource(s) until a treatment plan is implemented. The Project Archaeologist, interested Native American Tribal Representatives, and the City Planning Division shall confer regarding mitigation of the discovered resource(s).
- CR-4:** In the event that Native American cultural resources are discovered during the course of grading, the following procedures shall be carried out for treatment and final disposition of the discoveries:
- a) The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to cultural resources. The artifacts shall be relinquished through one or more of the following methods and evidence of such shall be provided to the City of Moreno Valley Planning Department:
 - i. Accommodate the process for Preservation-In-Place/Onsite reburial of the discovered items with the consulting Native American tribes or bands, as detailed in the treatment plan prepared by the Project Archaeologist under Mitigation Measure CR-3. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloging and basic recordation have been completed;
 - ii. A curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79; therefore, the resources would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation;

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- iii. For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural materials, they shall be curated at the Western Science Center by default.

CR-5: The City shall verify that the following note is included on the Grading Plan:

"If any suspected archaeological resources are discovered during ground-disturbing activities and the Project Archaeologist or Native American Tribal Representatives are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the Project Archaeologist and the Tribal Representatives to the site to assess the significance of the find."

CR-6: If potential historic or cultural resources are uncovered during excavation or construction activities at the project site, work in the affected area must cease immediately and a qualified person meeting the Secretary of the Interior's standards (36 CFR 61), Tribal Representatives, and all site monitors per the Mitigation Measures, shall be consulted by the City to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, or prehistoric resource. Determinations and recommendations by the consultant shall be immediately submitted to the Planning Division for consideration, and implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

CR-7: If human remains are discovered, no further disturbance shall occur in the affected area until the County Coroner has made necessary findings as to origin. If the County Coroner determines that the remains are potentially Native American, the California Native American Heritage Commission shall be notified within 5-days of the published finding to be given a reasonable opportunity to identify the "most likely descendant". The "most likely descendant" shall then make recommendations, and engage in consultations concerning the treatment of the remains (California Public Resources Code 5097.98). (GP Objective 23.3, CEQA).

Paleontological Resources

PR-1: The City of Moreno Valley shall retain a qualified paleontologist to conduct monitoring of excavation activities and has the authority to halt and redirect earthmoving activities in the event that suspected paleontological resources are unearthed.

PR-2: The paleontological monitor shall conduct full-time monitoring during grading and excavation operations in undisturbed, very old alluvial fan sediments and shall be equipped to salvage fossils if they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. The paleontological monitor shall be empowered to temporarily halt or divert equipment to allow of removal of abundant and large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or if present, are determined upon exposure and examination by qualified paleontological personnel to have a low potential to contain or yield fossil resources.

PR-3: Recovered specimens shall be properly prepared to a point of identification and permanent preservation, including screen washing sediments to recover small invertebrates and

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vertebrates, if necessary. Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and permanent retrievable storage, such as the Western Science Museum in Hemet, California, is required for significant discoveries.

- PR-4:** A final monitoring and mitigation report of findings and significance shall be prepared, including lists of all fossils recovered, if any, and necessary maps and graphics to accurately record the original location of the specimens. The report shall be submitted to the City of Moreno Valley prior to building final.

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ACRONYMS AND ABBREVIATIONS

AB	Assembly Bill
APE	Area of Potential Effect
AQMP	Air Quality Management Plan
BMPs	Best Management Practices
CalEEMod	California Emissions Estimator Model
Caltrans	California Department of Transportation
CARB	California Air Resources Board
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CH₄	Methane
CMP	Corrugated Metal Pipe
CO	Carbon Monoxide
CO₂	Carbon Dioxide
CO₂e	Carbon Dioxide Equivalent
CO Plan	Federal Attainment Plan for Carbon Monoxide
CRHR	California Register of Historic Places
CWA	California Water Act
DTSC	Department of Toxic Substances Control
EIC	Eastern Information Center
EIR	Environmental Impact Report
EPA	Environmental Protection Agency
FEIR	Final Environmental Impact Report
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
GHGs	Greenhouse Gases
LSTs	Localized Significance Thresholds
MBTA	Migratory Bird Treaty Act
MLD	Most Likely Descendent
MMT	Million Metric Tons
MND	Mitigated Negative Declaration
MSHCP	Multiple Species Habitat Conservation Plan
MTCO₂eq	Metric Tons of Carbon Dioxide Equivalent
NAHC	Native American Heritage Commission
ND	Negative Declaration
NPDES	National Pollutant Discharge Elimination System
N₂O	Nitrous Oxide
NO_x	Nitrogen Oxides
NRCS	Natural Resources Conservation Service
NRHP	National Register of Historic Places
OHV	Off-Highway Vehicle
OPR	California Office of Planning and Research
PM₁₀ and PM_{2.5}	Particulate Matter
RCPG	Regional Comprehensive Plan and Guide
ROG	Reactive Organic Gases
RTP	Regional Transportation Plan
RWQCB	Regional Water Quality Control Board
USACE	United States Army Corps of Engineers
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District

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SCS	Sustainable Communities Strategy
SIP	State Implementation Plan
SP	Service Population
SoCAB	South Coast Air Basin
SR	State Route
SRA	Sensitive Receptor Area
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board

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Cottonwood Interim Basin Project

SECTION 1. BACKGROUND

1.1 Summary

Project Title: Cottonwood Interim Basin Project

Lead Agency Name and Address: City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

Contact Person and Phone Number: Henry Ngo, P.E.
Capital Projects Division Manager
Public Works
(951) 413-3106

Project Location: The project site is located in the City of Moreno Valley north of Cottonwood Avenue, east of Nason Street, and west of Martha Crawford Street. The project area is approximately 0.81 acres, a portion of APN 488-180-025. The project site is located approximately one mile south of State Route (SR) 60.

General Plan Designation: Residential: Max. 2 du/ac

Zoning: RA2

1.2 Introduction

The City of Moreno Valley is the Lead Agency for this Initial Study. The Initial Study has been prepared to identify and assess the anticipated environmental impacts of the Cottonwood Interim Basin Project (Proposed Project). This document has been prepared to satisfy the California Environmental Quality Act (CEQA) (Pub. Res. Code, Section 21000 *et seq.*) and State CEQA Guidelines (14 CCR 15000 *et seq.*). CEQA requires that all state and local government agencies consider the environmental consequences of Projects over which they have discretionary authority before acting on those Projects. A CEQA Initial Study is generally used to determine which CEQA document is appropriate for a Project (Negative Declaration [ND], Mitigated Negative Declaration [MND], or Environmental Impact Report [EIR]).

1.3 Surrounding Land Uses/Environmental Setting

The project site is located in the City of Moreno Valley north of Cottonwood Avenue, east of Nason Street, and west of Martha Crawford Street (Figure 1 and 2). The project site is located southwest of Moreno Peak, approximately one mile south of SR-60, and approximately 4.5 miles north of Lake Perris. The project site is located along an existing channel that flows south from Moreno Peak. Surrounding land uses are described in Table 1-1.

Table 1-1. Surrounding Land Uses

Title	Land Use
Project Site	Undeveloped
North	Undeveloped, Residential
East	Undeveloped
South	Residential
West	Undeveloped, Residential

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Figure 1. Project Vicinity

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Figure 2. Project Location

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SECTION 2. PROJECT DESCRIPTION

2.1 Project Background

The project site is located along an existing channel southwest of Moreno Peak in the City of Moreno Valley. This channel was constructed in an upland area in the 1960s to support runoff of agricultural irrigation. The channel crosses vacant land (parcel APN 488-180-025) north of Cottonwood Avenue and conveys flows through a 36 inch corrugated metal pipe (CMP) to a downstream channel on the south side of Cottonwood Avenue and west of residential subdivision Tract 19879. This tract drains to the same channel as the 36 inch CMP via a single 24 inch concrete pipe at the end of Cedar Court. During storm events, sediment and debris flow down the channel and blocks the 24 inch concrete pipe that drains the residential development resulting in flooding.

During the flash flood event on July 19, 2015, heavy storm flows washed off erosion, dirt, and mud to the downstream channel blocking the outlet of the 24 inch concrete pipe; then consequently created flooding for Tract 19879.

In order to avoid the catastrophic flooding, protect life and property of Tract 19879, and prepare for the rainy season this year (2017), the City of Moreno Valley is proposing the construction of an emergency interim debris basin on the north side of Cottonwood Avenue. The purpose of the basin is to retain all silt, mud, and debris so only clean water runoff would flow through the pipe without blocking the downstream channel.

On September 21, 2015, City staff met with County Supervisor Ashley and Riverside County Flood Control and Water Conservation District (District) staff to discuss the flooding issues affecting the Tract 19879 subdivision and surrounding areas, even in less than heavy rainfall amounts. The District proposed the interim basin as an emergency, short term solution for the flooding issue.

2.2 Project Objectives

The objective of the Proposed Project is to protect life and property by reducing downstream flooding due to sedimentation and debris build-up.

2.3 Project Characteristics

The proposed sedimentation basin would measure approximately 130 feet by 270 feet and would generally have 3 to 1 slopes. The basin inlet would align with the existing channel on the north side of the basin and include rip rap to protect the basin from erosion during storm events. An outlet concrete structure would be built at the southern end of the basin and connect to the existing 36 inch CMP located beneath Cottonwood Avenue. An aggregate base access ramp would be built on the east side of the basin for maintenance access (Figure 3. Site Plan).

2.4 Project Timing

It is estimated that construction of the Proposed Project would take approximately two months and start in January 2018.

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Figure 3. Project Site Plan

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2.5 Regulatory Requirements, Permits, and Approvals

The following approvals and regulatory permits would be required for implementation of the Proposed Project:

- USACE – Clean Water Act Section 404 Permit;
- RWQCB, Santa Ana Region – Clean Water Act Section 401 Permit; and
- CDFW – Streambed Alteration Agreement.

2.6 Consultation With California Native American Tribe(s)

The following California Native American tribes traditionally and culturally affiliated with the project area have been notified of the project: Agua Caliente Band of Cahuilla Indians, Morongo Band of Mission Indians, Pechanga Temecula Band of Luiseño Mission Indians, San Manuel Band of Mission Indians, Soboba Band of Luiseño Indians, Torres Martinez Desert Cahuilla Indians, and Rincon Band of Luiseño Indians. The Agua Caliente Band of Cahuilla Indians, Rincon Band of Luiseño Indians, and Pechanga Temecula Band of Luiseño Indians requested consultation pursuant to Public Resources Code section 21080.3.1. A summary of the consultation process is provided in Section 4.18 of this Initial Study.

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**SECTION 3. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED
AND DETERMINATION**

Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|---|--|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Hazards/Hazardous Materials | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Land Use and Planning | <input type="checkbox"/> Transportation/Traffic |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Noise | <input type="checkbox"/> Utilities and Service Systems |
| <input type="checkbox"/> Geology and Soils | <input type="checkbox"/> Paleontological Resources | <input type="checkbox"/> Mandatory Findings of Significance |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Population and Housing | |

Determination

On the basis of this initial evaluation:

I find that the Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

I find that although the Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

I find that the Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

I find that although the Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the Project, nothing further is required.

Signature

Date

Henry Ngo, P.E.
Printed Name

City of Moreno Valley
Agency

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SECTION 4. ENVIRONMENTAL CHECKLIST AND DISCUSSION

4.1 Aesthetics

4.1.1 Environmental Setting

Regional Setting

The City of Moreno Valley (City) lies on a relatively flat valley floor surrounded by rugged hills and mountains. The major scenic resources within the City are visible from State Route (SR) 60, the major transportation route in the area. Upon entering the City from the west, the dominant view is of the Box Springs Mountains to the immediate north and the Mount Russell foothills to the south. Moreno Peak is part of a prominent landform located south of SR-60 along Moreno Beach Drive. This landform only rises a few hundred feet above the valley floor but has a unique location near the center of the valley (City of Moreno Valley 2006b).

State Scenic Highways

The California Scenic Highway Program protects and enhances the scenic beauty of California's highways and adjacent corridors. A highway can be designated as scenic based on how much natural beauty can be seen by users of the highway, the quality of the scenic landscape, and if development impacts the enjoyment of the view (Caltrans 2017). The project site is not located along an officially designated highway.

Visual Setting

The project site is located north of Cottonwood Avenue, east of Nason Street, and west of Martha Crawford Street. The project site is located southwest of Moreno Peak, approximately one mile south of SR-60, and approximately 4.5 miles north of Lake Perris. This area is predominantly developed with residential land uses. There are several undeveloped properties immediately adjacent to the project site.

Visual Character of the Project Site

The project site is located along an existing channel north of Cottonwood Avenue. The project site contains sparsely vegetated areas of native and nonnative plant communities. The project site contains evidence of frequent human use including off-highway vehicle (OHV) tracks and illegal trash dumping to the east.

4.1.2 Aesthetics (I.) Environmental Checklist and Discussion

a) Would the project have a substantial adverse effect on a scenic vista?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project site is immediately surrounded by undeveloped land to the west, north, and east. Beyond the undeveloped land there are residential land uses in proximity to the west, north, and east, and located immediately south across Cottonwood Avenue. Scenic vistas in the project area

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include views of Moreno Peak to the northeast of the project site. The Proposed Project would build a detention basin just north of Cottonwood Avenue. The detention basin's final finish grade would be similar to the existing grade; therefore, scenic vistas of Moreno Peak would not be affected by the Proposed Project. No impact would occur.

b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project is not located along a state scenic highway (Caltrans 2017). No impact would occur.

c) Would the project substantially degrade the existing visual character or quality of the site and its surroundings?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Northerly of Cottonwood Avenue, the project site is immediately surrounded by undeveloped land that appears to have been previously used for agricultural purposes. Beyond the undeveloped land, there are residential land uses to the west and north with scattered residential to the east. Moreno Peak is located to the northeast of the project site. Residential land uses are located immediately south of Cottonwood Avenue. The construction of the debris basin, just north of Cottonwood Avenue, would not change the rural residential character of the project area. Impacts would be less than significant.

d) Would the project create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The proposed detention basin would not require lighting or includes sources of glare. As such, no impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

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4.2 Agriculture and Forestry Resources

4.2.1 Agriculture and Forestry Resources (II.) Environmental Checklist and Discussion

a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project site is not located on Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (California Department of Conservation 2014). No impact would occur.

b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project site has a General Plan land use designation of Residential 2 and a zoning designation of RA2 (City of Moreno Valley 2017), which allows a maximum residential density of 2 dwelling units per acre. No land within the City of Moreno Valley is currently under a Williamson Act contract (City of Moreno Valley 2006b). The Proposed Project is the construction of a detention basin for the management of stormwater and prevention of flooding downstream. The proposed use of the project site would be compatible with the project site's zoning. No impact would occur.

c) Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project site is zoned RA2 (City of Moreno Valley 2017). The project site is not zoned forest land or timberland. No impact would occur.

d) Would the project result in the loss of forest land or conversion of forest land to non-forest use?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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The project site is not zoned for forest land, timberland, or timberland production (City of Moreno Valley 2017). The project site is currently developed and does not contain forestland or timberland. Surrounding areas are developed with residential land uses. No impact would occur.

e) Would the project involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project site has a General Plan land use designation of Residential 2 and a zoning designation of RA2; however, the site is not currently being used for agricultural production. The project site is undeveloped. Adjacent parcels are also undeveloped. There is an existing channel that bisects the project site from north to south. The channel was constructed in the 1960s to support runoff of agricultural irrigation. The Proposed Project would construct a detention basin in alignment with this existing channel and would be compatible with the site's RA2 zoning. There are no forest lands near the project site. No impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.3 Air Quality

4.3.1 Environmental Setting

Both the U.S. Environmental Protection Agency (EPA) and the California Air Resources Board (CARB) have established ambient air quality standards for common pollutants. These ambient air quality standards are levels of contaminants representing safe levels that avoid specific adverse health effects associated with each pollutant. The ambient air quality standards cover what are called criteria pollutants because the health and other effects of each pollutant are described in criteria documents. Areas that meet ambient air quality standards are classified as attainment areas, while areas that do not meet these standards are classified as nonattainment areas.

CARB divides the state into air basins that share similar meteorological and topographical features. Moreno Valley lies in the South Coast Air Basin (SoCAB), which includes the non-desert portions of Los Angeles, Riverside, and San Bernardino counties and all of Orange County. The air quality in the SoCAB is regulated by the South Coast Air Quality Management District (SCAQMD). The air basin is on a coastal plain with connecting broad valleys and low hills and is bounded by the Pacific Ocean on the southwest, with high mountains forming the remainder of the perimeter (SCAQMD 1993). The Riverside County portion of the SoCAB is designated as a nonattainment area for the federal ozone and fine particulate matter (PM_{2.5}) standards and is also a nonattainment area for the state standards for ozone, coarse particulate matter (PM₁₀), and PM_{2.5} standards (CARB 2016).

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4.3.2 Air Quality (III.) Environmental Checklist and Discussion

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

As part of its enforcement responsibilities, the EPA requires each state with nonattainment areas to prepare and submit a State Implementation Plan (SIP) that demonstrates the means to attain the federal standards. The SIP must integrate federal, state, and local plan components and regulations to identify specific measures to reduce pollution in nonattainment areas, using a combination of performance standards and market-based programs. Similarly, under state law, the California Clean Air Act requires an air quality attainment plan to be prepared for areas designated as nonattainment with regard to the federal and state ambient air quality standards. Air quality attainment plans outline emissions limits and control measures to achieve and maintain these standards by the earliest practical date.

In order to reduce emissions for which the SoCAB is in nonattainment, the SCAQMD has adopted the 2016 Air Quality Management Plan (AQMP), which establishes a program of rules and regulations directed at reducing air pollutant emissions and achieving state (California) and national ambient air quality standards. The 2016 AQMP is a regional and multi-agency effort including the SCAQMD, CARB, the Southern California Association of Governments (SCAG), and the EPA. The 2016 AQMP pollutant control strategies are based on the latest scientific and technical information and planning assumptions, including the 2016 Regional Transportation Plan/Sustainable Communities Strategy, updated emission inventory methodologies for various source categories, and SCAG’s latest growth forecasts. SCAG’s latest growth forecasts were defined in consultation with local governments and with reference to local general plans. The Proposed Project is subject to the SCAQMD’s Air Quality Management Plan.

According to the *CEQA Air Quality Handbook*, in order to determine consistency with the SCAQMD AQMP, two main criteria must be addressed.

Criterion 1:

With respect to the first criterion, SCAQMD methodologies require that an air quality analysis for a project include forecasts of project emissions in relation to contributing to air quality violations and delay of attainment.

a) Would the project result in an increase in the frequency or severity of existing air quality violations?

Because the consistency criteria identified under the first criterion pertain to pollutant concentrations, rather than to total regional emissions, an analysis of the project’s pollutant emissions relative to localized pollutant concentrations is used as the basis for evaluating project consistency. As discussed in Response 4.3(d), below, localized concentrations of carbon monoxide (CO), nitrogen oxides (NO_x), and particulate matter (PM₁₀ and PM_{2.5}) would be less than significant. Therefore, the Proposed Project would not result in an increase in the frequency or severity of existing air quality violations. Because reactive organic gasses (ROG) are not a criteria pollutant, there is no ambient standard or localized threshold for ROGs. Due to the role ROG plays in ozone

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formation, it is classified as a precursor pollutant and only a regional emissions threshold has been established.

b) Would the project cause or contribute to new air quality violations?

As discussed in Response 4.3(b), the Proposed Project would result in emissions that would be below the SCAQMD thresholds. Therefore, the Proposed Project would not have the potential to cause or affect a violation of the ambient air quality standards.

c) Would the project delay timely attainment of air quality standards or the interim emissions reductions specified in the AQMP?

The Proposed Project would result in less than significant impacts with regard to localized concentrations during project construction. As such, the Proposed Project would not delay the timely attainment of air quality standards or AQMP emissions reductions.

Criterion 2:

With respect to the second criterion for determining consistency with SCAQMD and SCAG air quality policies, it is important to recognize that air quality planning within the SoCAB focuses on attainment of ambient air quality standards at the earliest feasible date. Projections for achieving air quality goals are based on assumptions regarding population, housing, and growth trends. Thus, the SCAQMD's second criterion for determining project consistency focuses on whether or not the Proposed Project exceeds the assumptions utilized in preparing the forecasts presented in the AQMP. Determining whether or not a project exceeds the assumptions reflected in the AQMP involves the evaluation of the three criteria outlined below. The following discussion provides an analysis of each of these criteria.

a) Would the project be consistent with the population, housing, and employment growth projections utilized in the preparation of the AQMP?

A project is consistent with the AQMP in part if it is consistent with the population, housing, and employment assumptions that were used in the development of the AQMP. In the case of the *2016 Air Quality Management Plan (2016 AQMP)*, three sources of data form the basis for the projections of air pollutant emissions: the *City of Moreno Valley General Plan (General Plan)*, SCAG's *Growth Management Chapter of the Regional Comprehensive Plan and Guide (RCPG)*, and SCAG's *2016 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)*. The RTP/SCS also provides socioeconomic forecast projections of regional population growth. The Proposed Project involves the improvement of stormwater management through the implementation of a sedimentation/debris basin which is not a trip generating land use. Rather, the Proposed Project would address existing stormwater management deficiencies and implement improvements consistent with the General Plan to protect life and property by reducing downstream flooding due to sedimentation and debris build-up. Therefore, the Proposed Project would be considered consistent with the General Plan. Furthermore, the Proposed Project does not involve any uses that would increase population beyond what is considered in the General Plan and, therefore, would not affect City-wide plans for population growth. Thus, the Proposed Project is consistent with the types, intensity, and patterns of land use envisioned for the City in the RCPG. The population, housing, and employment forecasts, which are adopted by SCAG's Regional Council, are based on the local plans and policies applicable to the City; these are used by SCAG in all phases of implementation and review. Additionally, as the SCAQMD has incorporated these same projections

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into the 2016 AQMP, it can be concluded that the Proposed Project would be consistent with the projections.

b) Would the project implement all feasible air quality mitigation measures?

The Proposed Project would result in less than significant air quality impacts. Compliance with emission reduction measures identified by the SCAQMD would be required as identified in Response 4.3(b). As such, the Proposed Project meets this AQMP consistency criterion.

c) Would the project be consistent with the land use planning strategies set forth in the AQMP?

The Proposed Project would serve to implement City of Moreno Valley goals to manage stormwater in the area. The Proposed Project is located within a developed portion of the City that has been subjected to a flash flood event. On September 21, 2015, City staff met with County Supervisor Ashley and staff from the District to discuss the flooding issues affecting the surrounding areas, even in less than heavy rainfall amounts. The District proposed the interim basin as an emergency, short term solution for the flooding issue. Therefore, the City of Moreno Valley is proposing the construction of the emergency interim debris basin on the north side of Cottonwood Avenue.

In conclusion, the determination of AQMP consistency is primarily concerned with the long-term influence of a project on air quality in the SoCAB. The Proposed Project would not result in a long-term impact on the region’s ability to meet State and Federal air quality standards. As discussed above, the Proposed Project’s long-term influence would also be consistent with the goals and policies of the AQMP and is, therefore, considered consistent with the SCAQMD’s 2016 AQMP.

b) Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Proposed Project would introduce additional construction source emissions, which would adversely affect regional air quality. Short -term operational emissions associated with the Proposed Project were quantified using the California Emissions Estimator Model (CalEEMod) land use emissions model (see Appendix A for model data outputs). These quantified emissions projections were then compared with the significance thresholds established by the SCAQMD.

Construction Impacts

Construction activities would primarily involve earthwork. Construction of the Proposed Project is anticipated to commence in November 2017 and be completed within 2 months. Construction activities would require the export of approximately 2,400 cubic yards of soil.

Table 4.3-1 depicts the construction emissions associated with the project. Emitted pollutants would include ROG, CO, NO_x, PM₁₀, and PM_{2.5}. PM₁₀ and PM_{2.5}. Emissions would occur from fugitive dust (due to earthwork and excavation) and from construction equipment exhaust. The majority of PM₁₀ and PM_{2.5} emissions would be generated by fugitive dust from earthwork activities. Exhaust emissions from construction activities include emissions associated with the transport of machinery

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and supplies to and from the project site, emissions produced on-site as the equipment is used, and emissions from trucks transporting materials to and from the site.

As depicted in Table 4.3-1, construction-related emissions would not exceed the established SCAQMD thresholds for criteria pollutants. Therefore, construction-generated emissions would be less than significant.

Table 4.3-1. Construction-Generated Air Pollutant Emissions

Source	Pollutant (pounds/day)				
	ROG	NO _x	CO	PM ₁₀	PM _{2.5}
Construction Activities	0.87	17.00	11.5	3.09	1.77
<i>SCAQMD Thresholds</i>	75	100	550	150	150
Threshold Exceeded?	No	No	No	No	No

Source: Emissions were calculated by ECORP Consulting using the California Emissions Estimator Model, as recommended by the SCAQMD.

Notes: ROG = reactive organic gases; NO_x = nitrogen oxides; CO = carbon monoxide; PM₁₀ = particulate matter up to 10 microns; PM_{2.5} = particulate matter up to 2.5 microns

Long-Term Operational Impacts

The Proposed Project would not include the provision of new permanent stationary or mobile sources of emissions, and therefore, by its very nature, would not generate quantifiable criteria emissions from project operations. The Proposed Project does not propose any buildings and therefore no permanent source or stationary source emissions. Once the Proposed Project is completed, there would be no resultant increase in automobile trips to the area because the improved facilities would not require daily visits. While it is anticipated that the Proposed Project would require intermittent maintenance to be conducted by City staff, such maintenance would be minimal requiring a negligible amount of traffic trips on an annual basis. Impacts in this regard would be less than significant.

c) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Cumulative Construction Impacts

With respect to the Proposed Project’s construction-period air quality emissions and cumulative SoCAB-wide conditions, the SCAQMD has developed strategies to reduce criteria pollutant emissions outlined in the 2016 AQMP pursuant to Federal Clean Air Act mandates. As such, the Proposed Project would comply with SCAQMD Rule 403 requirements. Rule 403 requires that fugitive dust be controlled with the best available control measures in order to reduce dust so that it does not remain visible in the atmosphere beyond the property line of the Proposed Project. In addition, the Proposed Project would comply with adopted 2016 AQMP emissions control measures. Per SCAQMD rules and mandates, as well as the CEQA requirement that significant impacts be mitigated to the

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extent feasible, these same requirements (i.e., Rule 403 compliance, the implementation of all feasible mitigation measures, and compliance with adopted AQMP emissions control measures) would also be imposed on construction projects throughout the SoCAB, which would include related projects.

The Proposed Project would comply with SCAQMD rules and regulations and the Proposed Project’s construction-related impacts would be less than significant level. Thus, it can be reasonably inferred that the Proposed Project-related construction emissions, in combination with those from other projects in the area, would not substantially deteriorate the local air quality. Thus, a less than significant impact would occur.

Cumulative Long-Term Impacts

As discussed previously, the Proposed Project would not result in long-term air quality impacts, since it is not considered a trip generating land use. Additionally, adherence to SCAQMD rules and regulations would alleviate potential impacts related to cumulative conditions on a project-by-project basis. Emission reduction technology, strategies, and plans are constantly being developed. As a result, the Proposed Project would not contribute a cumulatively considerable net increase of any nonattainment criteria pollutant. Therefore, cumulative operational impacts associated with implementation of the Proposed Project would be less than significant.

d) Would the project expose sensitive receptors to substantial pollutant concentrations?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Sensitive receptors are defined as facilities or land uses that include members of the population that are particularly sensitive to the effects of air pollutants, such as children, the elderly, and people with illnesses. Examples of these sensitive receptors are residences, schools, hospitals, and daycare centers. The California Air Resources Board (CARB) has identified the following groups of individuals as the most likely to be affected by air pollution: the elderly over 65, children under 14, athletes, and persons with cardiovascular and chronic respiratory diseases such as asthma, emphysema, and bronchitis.

Sensitive receptors closest to the project site include residents to the south across Cottonwood Avenue. In order to identify impacts to sensitive receptors, the SCAQMD recommends addressing localized significance thresholds for construction and operations impacts (area sources only).

Localized Significance Thresholds (LST)

Localized Significance Thresholds (LSTs) were developed in response to SCAQMD Governing Boards' Environmental Justice Enhancement Initiative (I-4). The SCAQMD provided the *Final Localized Significance Threshold Methodology* (dated June 2003 [revised 2008]) for guidance. The LST methodology assists lead agencies in analyzing localized impacts associated with project-specific level Proposed Projects. The SCAQMD provides the LST lookup tables for one, two, and five acre projects emitting CO, NO_x, PM_{2.5}, or PM₁₀. The LST methodology and associated mass rates are not designed to evaluate localized impacts from mobile sources traveling over the roadways. The project is located within Sensitive Receptor Area (SRA) 24, Perris Valley.

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The Proposed Project would disturb approximately 0.81 acres; therefore, the LST threshold value for a one acre construction were sourced from the LST lookup tables. It is noted that an operational LST analysis was not prepared, as the Proposed Project would not result in operational emissions. The closest sensitive receptors to the project site are residential uses (front yards) south of the project site, across Cottonwood Avenue at approximately 60 feet distance (18 meters). These sensitive land uses may be potentially affected by air pollutant emissions generated during on-site construction activities. LST thresholds are provided for distances to sensitive receptors of 25, 50, 100, 200, and 500 meters. Notwithstanding, the SCAQMD Methodology explicitly states: "It is possible that a project may have receptors closer than 25 meters. Projects with boundaries located closer than 25 meters to the nearest receptor should use the LSTs for receptors located at 25 meters." Therefore, LSTs for receptors located at 25 meters were utilized in this analysis.

Table 4.3-2 shows the construction-related emissions for NO_x, CO, PM₁₀, and PM_{2.5} compared to the LSTs for SRA 24, Perris Valley. As shown in Table 4.3-2, construction emissions would not exceed the LSTs for SRA 24. Therefore, localized impacts from construction would be less than significant.

Table 4.3-2. Localized Significance Emissions

Source	Pollutant (pounds/day)			
	NO _x	CO	PM ₁₀	PM _{2.5}
Construction Activities	9.05	10.29	2.54	1.59
<i>SCAQMD Localized Significance Thresholds</i>	147	602	4	3
Threshold Exceeded?	No	No	No	No

Source: Emissions were calculated by ECORP Consulting using the California Emissions Estimator Model, as recommended by the SCAQMD.

Notes: The Localized Significance Threshold was determined using Appendix C of the SCAQMD Final Localized Significant Threshold Methodology guidance document for pollutants NO_x, CO, PM₁₀, and PM_{2.5}. The Localized Significance Threshold was based on the size of the construction site, the distance to sensitive receptors, and the source receptor area (SRA 24).

NO_x = nitrogen oxides; CO = carbon monoxide; PM₁₀ = particulate matter up to 10 microns; PM_{2.5} = particulate matter up to 2.5 microns

Carbon Monoxide Hotspots

CO emissions are a function of vehicle idling time, meteorological conditions, and traffic flow. Under certain extreme meteorological conditions, CO concentrations near a congested roadway or intersection may reach unhealthful levels (i.e., adversely affecting residents, school children, hospital patients, the elderly, etc.).

The SoCAB is designated as an attainment/maintenance area for the Federal CO standards and an attainment area for State standards. There has been a decline in CO emissions even though vehicle miles traveled on U.S. urban and rural roads have increased. On-road mobile source CO emissions have declined 24 percent between 1989 and 1998, despite a 23 percent rise in motor vehicle miles traveled over the same 10 years. California trends have been consistent with national trends; CO emissions declined 20 percent in California from 1985 through 1997 while vehicle miles traveled increased 18 percent in the 1990s. Three major control programs have contributed to the reduced per-vehicle CO emissions: exhaust standards, cleaner burning fuels, and motor vehicle inspection/maintenance programs.

A detailed CO analysis was conducted in the *Federal Attainment Plan for Carbon Monoxide (CO Plan)* for the SCAQMD's *2003 Air Quality Management Plan*. The locations selected for microscale modeling in the CO Plan are worst-case intersections in the Basin, and would likely experience the highest CO concentrations. Thus, CO analysis within the CO Plan is utilized in a comparison to the

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Proposed Project, since it represents a worst-case scenario with heavy traffic volumes within the SoCAB.

Of these locations, the Wilshire Boulevard/Veteran Avenue intersection in Los Angeles experienced the highest CO concentration (4.6 parts per million [ppm]), which is well below the 35-ppm 1-hr CO Federal standard. The Wilshire Boulevard/Veteran Avenue intersection is one of the most congested intersections in Southern California with an average daily traffic (ADT) volume of approximately 100,000 vehicles per day. As the CO hotspots were not experienced at the Wilshire Boulevard/Veteran Avenue intersection, it can be reasonably inferred that CO hotspots would not be experienced at any intersections within the City of Moreno Valley near the project site due to the lower volume of traffic experienced in Moreno Valley. Additionally, the Proposed Project would not generate any new traffic trips and average daily trips would be the same with and without project implementation.

For the reasons described, impacts would be less than significant in this regard.

e) Would the project create objectionable odors affecting a substantial number of people?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

According to the SCAQMD CEQA Air Quality Handbook, land uses associated with odor complaints typically include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding. The Proposed Project does not include any uses identified by the SCAQMD as being associated with odors.

Construction activities associated with the Proposed Project may generate detectable odors from heavy-duty equipment exhaust. Construction-related odors would be short-term in nature and cease upon project completion. Any impacts to existing adjacent land uses would be short-term and are less than significant.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.4 Biological Resources

A Biological Resources Survey, Jurisdictional Delineation, Burrowing Owl Habitat Assessment, and Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Consistency Analysis Report was completed for the Proposed Project (ECORP 2017a). The results of this report are summarized below.

4.4.1 Environmental Setting

The project site contains sparsely vegetated areas of native and nonnative plant communities. The project site contained evidence of frequent human use including: OHV tracks spurring off of the dirt roads running through the project site, and trash dumping to the east. Overall, the project site is moderately disturbed.

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Vegetation Communities

Two vegetation communities or land cover types were identified on the project site: fiddleneck fields (*Amsinckia menziesii* Herbaceous Alliance) and cheatgrass grassland (*Bromus tectorum* Semi-Natural Herbaceous Stands). A drainage channel is also present on the project site crossing it from north to south. The drainage channel itself is classified as disturbed/developed. Additionally, north of the project site (offsite) are stands of black willow thickets (*Salix gooddingii* Woodland Alliance).

Wildlife

Wildlife observed during the field survey was typical for the habitat present and the time of the year that the survey was conducted. Species observed included California towhee (*Pipilo crissalis*), common raven (*Corvus corax*), white-crowned sparrow (*Zonotrichia leucophrys*), Anna's hummingbird (*Calypte anna*), and American crow (*Corvus brachyrhynchos*). Other species expected to occur include western fence lizard (*Sceloporus occidentalis*), gopher snake (*Pituophis catenifer*), California ground squirrel (*Otospermophilus beecheyi*), and deer mouse (*Peromyscus maniculatus*).

Soils

Soils on the project site were determined to be made of a single map unit, Hanford coarse sandy loam, two to eight percent slopes. Hanford soil series drains well and is not considered to be a hydric soil (ECORP 2017a).

Potential Waters of the U.S.

As previously mentioned a drainage channel crosses the project site north to south. The channel is connected to the storm drain system south of Cottonwood Avenue. The storm drain system ultimately connects to various channels and to the San Jacinto River, which flows to Lake Elsinore.

Special-Status Plants

No special-status plant species were observed on the project site or in the vicinity (ECORP 2017a). Special-status plant species are not expected to occur on site due to the amount of disturbance present.

Special-Status Wildlife

No special-status wildlife species were observed on the project site (ECORP 2017a). Although several special-status species have the potential to occur on site, most of these species are covered under the MSHCP and require no further action. The exceptions to this include nesting bird species and the burrowing owl, discussed below.

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4.4.2 Biological Resources (IV.) Environmental Checklist and Discussion

a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

No special-status wildlife or plant species were observed on the project site during the field survey (ECORP 2017a). The project site contains habitat for nesting birds and burrowing owls, and surveys for these species are required in accordance with the MSHCP.

Nesting Birds. Vegetation on the project site and in adjacent areas provide habitat for nesting birds. Nesting birds are protected under both the Migratory Bird Treaty Act (MBTA) and the California Fish and Game Code (Sections 3503, 3503.5, 3513, and 3800) and cannot be subjected to take (as defined in California Fish and Game Code) during the bird breeding season, which typically runs from March through August. If construction of the Proposed Project occurs during the bird breeding season, ground-disturbing construction activities could directly affect native and nongame birds and their nests through direct removal of nests and indirectly through increased noise disturbances. Impacts would be less than significant with the implementation of Mitigation Measure BIO-1.

Burrowing Owls. The project site is located within a MSHCP survey area for burrowing owl. The project site contains suitable burrowing owl habitat (open, flat, and sparsely vegetated areas). No burrows suitable in size or shape and no evidence of either burrowing owls or burrowing owl sign (pellets, whitewash, bones of prey items feathers, carcasses) were observed during the field survey (ECORP 2017a). However, because suitable burrowing owl habitat is present there is a possibility for burrowing owls to inhabit the project site prior to construction. If owls are present on the project site, ground disturbing activities can result in significant impacts from the accidental take of owls. With the implementation of Mitigation Measure BIO-2 impacts would be less than significant.

Mitigation Measures

BIO-1: Nesting Birds: To ensure compliance with the MBTA and Section 3503.5 of the California Fish and Game Code, and to avoid any potential impacts to special-status bird species that may occur in the project vicinity, construction activities shall be conducted outside the bird nesting bird season (March to August) to the extent possible to avoid any potential disturbance of avian breeding activities. If vegetation removal, clearing, and/or grading for the Proposed Project is conducted during the bird nesting season (March to August), then construction will be limited in the vicinity of any active nests per the recommendations of a qualified biologist. Three days prior to the onset of construction activities, a qualified biologist shall survey for the presence of any active bird nests within the limits of the project. If no active nests are found, no further mitigation would be required. However, any active nest found during survey efforts shall be mapped on the construction plans, and an appropriate buffer area (minimum 200 feet in every direction) shall be established around any active nest. This buffer shall be set at the discretion of the Project Biologist. Encroachment into the buffer area shall not be allowed until the nest is vacated.

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Construction within the buffer area may resume after a qualified biologist has determined that fledglings have left the nest.

BIO-2: Burrowing Owls: A focused pre-construction burrowing owl survey shall be conducted prior to construction in accordance with the Burrowing Owl Survey Instructions of the Western Riverside County MSHCP. This survey is to be conducted within 30 days prior to ground disturbance. After the pre-construction burrowing owl survey has been completed, a survey report will be prepared in accordance with the MSHCP 30-day Pre-construction Burrowing Owl Survey Report Format (August 7, 2006). If no burrowing owls are located, then construction may proceed. Construction activities must begin within 30 days after the survey, or another survey will need to be conducted. If an active burrowing owl burrow (with burrowing owls) is found during the pre-construction survey, the burrow must be avoided while it is occupied by owls or the owls must be relocated in consultation with the CDFW. Avoidance of the active burrow will entail establishment of a "no work" buffer around the active burrow(s). The buffer distance will be established at the discretion of the Project Biologist, according to the location of the burrow, topography, and other biological factors. Typically the buffer will be a minimum of 300 feet and no more than 500 feet. No construction activities shall be allowed with the buffer area until the nest is no longer active and all young owls have fledged. As an alternative to complete burrow avoidance, the City may contact CDFW regarding passive relocation of burrowing owls. Passive relocation generally entails CDFW approval of a relocation plan and the relocation must be conducted during the owl non-breeding season (September 1 through February 28).

b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project site does not contain any riparian areas, vernal pool habitats, or suitable habitat for fairy shrimp. The project site does not support wetland soils or vegetation. No other sensitive natural communities were identified on the project site (ECORP 2017a). No impact would occur.

c) Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

As previously stated no riparian, wetlands, or vernal pool habitats were identified on the project site. One unvegetated channel was recorded on the project site. The channel crosses the project site north to south and is connected to the storm drain system south of Cottonwood Avenue. The storm drain system ultimately connects to various channels and to the San Jacinto River, which flows to Lake Elsinore.

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The United States Army Corps of Engineers (USACE) maintains jurisdiction over Lake Elsinore. Therefore, the drainage feature within the project site is potentially jurisdictional to the USACE as a water of the U.S., because of its connectivity downstream. Because this drainage feature is potentially under the jurisdiction of the USACE, it is also jurisdictional to the Santa Ana Regional Water Quality Control Board (RWQCB) pursuant to the CWA Section 401. The total acreage and linear feet of this feature that is jurisdictional to the USACE and RWQCB is 0.18 acre and 310 linear feet.

According to the California Fish and Game Code, Section 1600, the feature mentioned above is considered CDFW jurisdictional (non-vegetated streambed). The total acreage and linear feet of this feature that is jurisdictional to the CDFW is 0.18 acre and 310 linear feet.

The proposed basin would align with the channel on the project site. Therefore, ground disturbing activities (excavation, grading) during construction would impact this jurisdictional feature. With the implementation of Mitigation Measure BIO-3 impacts would be less than significant.

Mitigation Measures

BIO-3: Regulatory Permitting: Prior to the commencement of project construction activities that will impact the jurisdictional drainage on the project site, authorization for impacts shall be acquired through the permitting process from the USACE, RWQCB, and CDFW pursuant to the CWA Section 404 and 401 and California Fish and Game Code Section 1600, respectively. Project specific mitigation for impacts to features jurisdictional to state and federal agencies will be determined during the permitting process.

d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

A wildlife corridor is defined as a linear landscape element which serves as a linkage between historically connected habitats/natural areas, and is meant to facilitate movement between these natural areas. The site is located along a natural wildlife corridor, a stream channel. However, the Proposed Project involves temporary construction activities. A less than significant impact would occur.

e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project has been designed to minimize tree removals. The City of Moreno Valley Municipal Code Section 9.17.040 (Street Trees) list approved species of trees for major streets and specifies where streets shall be planted. The Proposed Project would not conflict with Municipal Code Section 9.17.040 because no street trees would be removed or installed as part of the Proposed Project. No impact would occur.

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f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The project site was reviewed to determine consistency with the MSHCP. The Riverside County Integrated Project (RCIP) Conservation Summary Report Generator was queried to determine habitat assessment, potential survey requirements, and whether any additional species requirements exist for the project site. The project site was located within the study area for the Western Riverside MSHCP, within the Reche Canyon/Badlands Area Plan, but outside of any Criteria Cells or Subunit designations.

Section 6.1.2 Riparian/Riverine, Vernal Pool, and Fairy Shrimp

Every biological assessment of lands within the MSHCP must also comply with requirements to assess the potential for riparian/riverine areas, vernal pool habitats, and fairy shrimp. The project site does not contain any riparian areas, vernal pool habitats, or suitable habitat for fairy shrimp. There were no features that met the MSHCP definition for vernal pools and the site does not support wetland soils or vegetation. No riparian, vernal pool, and fairy shrimp impacts would occur.

Section 6.1.3 Narrow Endemic Plant Species

The project site is not located within any of the MSHCP Narrow Endemic Plant Species Survey Areas.

Section 6.3.2 Criteria Area Species

The project site was within only one Criteria Area Species Survey Area under the MSHCP - burrowing owl. The project site was found to contain suitable burrowing owl habitat during the habitat assessment; however, no potential burrowing owl burrows were observed. Impacts to burrowing owls are discussed in question a) of this section. With the implementation of Mitigation Measure B-2 impacts to burrowing owls would be less than significant.

Section 6.1.4 Urban/Wildlands Interface Guidelines

The requirements for Urban/Wildlands Interface do not apply to this project site because it is not located adjacent to any MSHCP Conservation Areas. The project site is relatively isolated from larger, contiguous blocks of native habitat and completely surrounded by residential development and other anthropogenic land use; therefore, net long-term increase of edge impacts are not expected as a result of this project. No impacts related to urban/wildlands interface would occur.

4.5 Cultural Resources

A Cultural Resources Assessment was prepared by ECORP Consulting, Inc. for the Proposed Project to determine if cultural resources were present in or adjacent to the project area and assess the sensitivity of the project area for undiscovered or buried cultural resources (ECORP 2017b). The Cultural Resources Assessment consisted of a cultural resources records search, Native American Heritage Commission (NAHC) Sacred Lands File search, and field survey of the one-acre Proposed Project's Area of Potential Effect (APE).

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4.5.1 Cultural Resources (V.) Environmental Checklist and Discussion

a) Would the project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A cultural resources records search was conducted at the Eastern Information Center (EIC), University of California Riverside in June 2017, using the California Historical Resources Information System. The records search results indicated that 47 cultural resources have been documented within a one-mile radius of the APE. No previously recorded resources were located within the APE. While there have been 25 cultural investigations previously conducted within a one-mile radius of the APE between 1976 and 2014; no previous cultural resources surveys took place within the project area. An intensive systematic pedestrian survey of the one-acre APE was conducted on June 14, 2017. This survey consisted of walking east-west transects with 15-meter intervals between each transect across the entire APE. As a result of the intensive pedestrian survey, no cultural resources were identified within the APE. Although no cultural resources were identified in the APE as a result of the records search and field survey, there always remains the potential for ground-disturbing activities to expose previously unrecorded cultural resources, which may include tribal cultural resources (TCRs). In order to reduce the potential impact of the Proposed Project on unanticipated cultural resources found during project construction, mitigation measures CR-1 through CR-6 have been developed to reduce the potential impacts of the Proposed Project to a less than significant level.

Mitigation Measures

CR-1: Prior to the issuance of a grading permit, the City shall retain a professional archaeologist to conduct monitoring of all mass grading and trenching activities. The Project Archaeologist shall have the authority to temporarily redirect earthmoving activities in the event that suspected archaeological resources are unearthed during Project construction. The Project Archaeologist, in consultation with the Monitoring Tribe(s), the contractor, and the City, shall develop a Cultural Resources Monitoring Plan (CRMP) to address the details, timing and responsibility of all archaeological and cultural activities that will occur on the project site. Details in the Plan shall include:

- d. Project grading and development scheduling;
- e. The Project archeologist and the Monitoring Tribes(s) shall attend the pre-grading meeting with the City, the construction manager and any contractors and will conduct a mandatory Cultural Resources Worker Sensitivity Training to those in attendance. The Training will include a brief review of the cultural sensitivity of the Project and the surrounding area; what resources could potentially be identified during earthmoving activities; the requirements of the monitoring program; the protocols that apply in the event inadvertent discoveries of cultural resources are identified, including who to contact and appropriate avoidance measures until the find(s) can be properly evaluated; and any other appropriate protocols. All new construction personnel that will conduct earthwork or grading activities that begin work on the Project following the initial Training must take the Cultural Sensitivity Training prior to beginning work and the Project archaeologist and Monitoring Tribe(s) shall make themselves available to provide the training on an as-needed basis.

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- f. The protocols and stipulations that the contractor, City, Monitoring Tribe(s) and Project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation

CR-2: Prior to the issuance of a grading permit, the City of Moreno Valley shall secure agreements with the Pechanga Band of Luiseño Indians and Soboba Band of Luiseño Indians for tribal monitoring. The City is also required to provide a minimum of 30 days advance notice to the tribes of all mass grading and trenching activities. The Native American Tribal Representatives shall have the authority to temporarily halt and redirect earth moving activities in the affected area in the event that suspected archaeological resources are unearthed. If the Native American Tribal Representatives suspect that an archaeological resource may have been unearthed, the Project Archaeologist or the Tribal Representatives shall immediately redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. In consultation with the Native American Tribal Representatives, the Project Archaeologist shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2. If the resource is significant, Mitigation Measure CR-3 shall apply.

CR-3: If archaeological resource(s) is discovered on the property, a treatment plan shall be prepared by the Project Archaeologist and expeditiously reviewed by the interested Native American Tribal Representatives and the City Planning Division and implemented by the Project Archaeologist to protect the identified archaeological resource(s) from damage and destruction. If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be temporarily suspended 100 feet around the resource(s) until a treatment plan is implemented. The Project Archaeologist, interested Native American Tribal Representatives, and the City Planning Division shall confer regarding mitigation of the discovered resource(s).

CR-4: In the event that Native American cultural resources are discovered during the course of grading, the following procedures shall be carried out for treatment and final disposition of the discoveries:

- a) The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to cultural resources. The artifacts shall be relinquished through one or more of the following methods and evidence of such shall be provided to the City of Moreno Valley Planning Department:
- i. Accommodate the process for Preservation-In-Place/Onsite reburial of the discovered items with the consulting Native American tribes or bands, as detailed in the treatment plan prepared by the Project Archaeologist under Mitigation Measure CR-3. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloging and basic recordation have been completed;

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- ii. A curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79; therefore, the resources would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation;
- iii. For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural materials, they shall be curated at the Western Science Center by default.

CR-5: The City shall verify that the following note is included on the Grading Plan:

"If any suspected archaeological resources are discovered during ground-disturbing activities and the Project Archaeologist or Native American Tribal Representatives are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the Project Archaeologist and the Tribal Representatives to the site to assess the significance of the find."

CR-6: If potential historic or cultural resources are uncovered during excavation or construction activities at the project site, work in the affected area must cease immediately and a qualified person meeting the Secretary of the Interior's standards (36CFR61), Tribal Representatives, and all site monitors per the Mitigation Measures, shall be consulted by the City to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, or prehistoric resource. Determinations and recommendations by the consultant shall be immediately submitted to the Planning Division for consideration, and implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

No archaeological resources have been previously recorded on the site and none were recorded during the field survey (ECORP 2017b). However, there remains the possibility that the Proposed Project may impact unknown buried archaeological resources as a result of ground disturbing construction activities. With the implementation of Mitigation Measures CR-1 to CR-5 impacts would be less than significant.

c) Would the project disturb any human remains, including those interred outside of dedicated cemeteries?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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No formal cemeteries are located in or near the project area. Most Native American human remains are found in prehistoric archaeological sites. No prehistoric archaeological sites have been recorded within the project area. No impacts to human remains are anticipated; however, if any are encountered during grading activities, impacts would be significant. Implementation of Mitigation Measure CR-7 below would reduce potential impacts to a less than significant level.

Mitigation Measures

CR-7: If human remains are discovered, no further disturbance shall occur in the affected area until the County Coroner has made necessary findings as to origin. If the County Coroner determines that the remains are potentially Native American, the California Native American Heritage Commission shall be notified within 5-days of the published finding to be given a reasonable opportunity to identify the "most likely descendant". The "most likely descendant" shall then make recommendations, and engage in consultations concerning the treatment of the remains (California Public Resources Code 5097.98). (GP Objective 23.3, CEQA).

4.6 Geology and Soils

4.6.1 Environmental Setting

Geomorphic Setting

The City of Moreno Valley is situated along a valley floor bounded by the hills and mountains of the Badlands to the east, SR-215 to the west, Box Springs Mountains to the north, and the mountains of the Lake Perris State Recreation Area to the south. The City lies primarily on bedrock known as the Perris Block. The Perris Block is a large mass of granitic rock generally bounded by the San Jacinto Fault, the Elsinore Fault, the Santa Ana River and a non-defined southeast boundary (City of Moreno Valley 2006b)

Regional Seismicity and Fault Zones

An active fault, according to California Department of Conservation, Division of Mines and Geology, is a fault that has indicated surface displacement within the last 11,000 years. A fault that has not shown geologic evidence of surface displacement in the last 11,000 years is considered inactive.

The San Jacinto fault passes through the eastern portion of the City. The San Jacinto fault is considered to be the most active fault in Southern California. An Alquist-Priolo Special Fault Zone has been established for the San Jacinto fault. The Casa Loma fault (a fault strand of the San Jacinto fault) lies 1.5 miles southwest of the San Jacinto fault in the southeast corner of the City (City of Moreno Valley 2006b).

Soils

The project site is primarily underlain by Hanford coarse sandy loam (2 to 8 percent slopes) soils (NRCS 2017). Soils within the Hanford-Tujunga-Greenfield association have poor to fair soil stability properties and are considered to be potentially expansive (City of Moreno Valley 2006b).

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4.6.2 Geology and Soils (VI.) Environmental Checklist and Discussion

<p>a) Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:</p> <p>i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.</p>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>ii) Strong seismic ground shaking?</p>	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>iii) Seismic-related ground failure, including liquefaction?</p>	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>iv) Landslides?</p>	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

i and ii) There are no known earthquake faults that traverse the project site or earthquake fault zones that include the project site (City of Moreno Valley 2006b). The closest fault to the project site is the San Jacinto Fault located approximately 3.5 miles northeast of the project site. Just like most of southern California, in the event of an earthquake strong ground shaking is expected to occur on the project site. No habitable structures would be constructed for the Proposed Project. Design and construction of the basin would comply with current codes and standards which would reduce the risk of loss, injury, or death resulting from strong ground-shaking. Impacts would be less than significant.

iii) Liquefaction is a phenomenon where water-saturated granular soil loses shear strength during strong ground shaking produced by earthquakes. The loss of soil strength occurs when cyclic pore water pressure increases below the groundwater surface. Potential hazards due to liquefaction include the loss of bearing strength beneath structures, possibly causing foundation failure and/or significant settlements. The project site is not located with a liquefaction potential zone (City of Moreno Valley 2006b). No impact would occur.

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iv) Hills associated with Moreno Peak are located over 800 feet to the northeast of the project site. The project site is located in a relatively flat area and would not be subject to landslides. No impact would occur.

b) Would the project result in substantial soil erosion or the loss of topsoil?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Best Management Practices (BMPs) are included as part of the Storm Water Pollution Prevention Plan (SWPPP) prepared for the Proposed Project and would be implemented to manage erosion and the loss of topsoil during construction-related activities (see Hydrology and Water Quality (IX.) Environmental Checklist and Discussion). Soil erosion impacts would be reduced to a less than significant impact.

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Refer to the responses to Questions 4.6.2 a) i) through iv) above. Impacts would be less than significant.

d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The project site is primarily underlain by Hanford coarse sandy loam (2 to 8 percent slopes) soils (NRCS 2017). Soils within the Hanford-Tujunga-Greenfield association have poor to fair soil stability properties and are considered to be potentially expansive (City of Moreno Valley 2006b). The Proposed Project would be designed by a registered civil engineer taking into account soil properties of the site ensuring the basin meets building codes. Impacts to life or property due to expansive soils would be less than significant.

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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The Proposed Project is the construction of a basin to manage stormwater. The Proposed Project does not include the use of septic tanks or alternative waste water disposal systems. No impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.7 Greenhouse Gas Emissions

4.7.1 Environmental Setting

Greenhouse gases (GHGs) are released as byproducts of fossil fuel combustion, waste disposal, energy use, land use changes, and other human activities. This release of gases, such as carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O), creates a blanket around the earth that allows light to pass through but traps heat at the surface, preventing its escape into space.

Each GHG differs in its ability to absorb heat in the atmosphere based on the lifetime, or persistence, of the gas molecule in the atmosphere. For instance, per the CalEEMod v. 2016.3.1 emissions modeling software, methane traps over 25 times more heat per molecule than CO₂, and N₂O absorbs 298 times more heat per molecule than CO₂. Often, estimates of GHG emissions are presented in carbon dioxide equivalents (CO₂e), which weigh each gas by its global warming potential. Expressing GHG emissions in CO₂e takes the contribution of all GHG emissions to the greenhouse effect and converts them to a single unit equivalent to the effect that would occur if only CO₂ were being emitted.

Regulations and Significance Criteria

The Intergovernmental Panel on Climate Change (IPCC) constructed several emission trajectories of GHGs needed to stabilize global temperatures and climate change impacts. It concluded that a stabilization of GHGs at 400 to 450 ppm carbon dioxide equivalent (CO_{2eq})¹ concentration is required to keep global mean warming below 2 degrees Celsius (°C), which in turn is assumed to be necessary to avoid dangerous climate change.

Executive Order S-3-05 was issued in June 2005, which established the following GHG emission reduction targets:

- 2010: Reduce GHG emissions to 2000 levels;
- 2020: Reduce GHG emissions to 1990 levels; and
- 2050: Reduce GHG emissions to 80 percent below 1990 levels.

Assembly Bill (AB) 32 requires that CARB determine what the statewide GHG emissions level was in 1990, and approve a statewide GHG emissions limit that is equivalent to that level, to be achieved by 2020. CARB has approved a 2020 emissions limit of 427 million metric tons (MMT) of CO₂e.

¹ Carbon Dioxide Equivalent (CO_{2eq}) – A metric measure used to compare the emissions from various greenhouse gases based upon their global warming potential.

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Due to the nature of global climate change, it is not anticipated that any single development project would have a substantial effect on global climate change. In actuality, GHG emissions from the Proposed Project would combine with emissions emitted across California, the United States, and the world to cumulatively contribute to global climate change.

In June 2008, the California Governor's Office of Planning and Research (OPR) published a Technical Advisory, which provides informal guidance for public agencies as they address the issue of climate change in CEQA documents.² This is assessed by determining whether a Proposed Project is consistent with or obstructs the 39 Recommended Actions identified by CARB in its Climate Change Scoping Plan which includes nine Early Action Measures (qualitative approach). The Attorney General's Mitigation Measures identify areas where GHG emissions reductions can be achieved in order to achieve the goals of AB 32. As set forth in the OPR Technical Advisory and in the proposed amendments to the CEQA Guidelines Section 15064.4, this analysis examines whether the project's GHG emissions are significant based on a qualitative and performance based standard (Proposed CEQA Guidelines Section 15064.4(a)(1) and (2)).

SCAQMD Thresholds

The SCAQMD has formed a GHG CEQA Significance Threshold Working Group (Working Group) to provide guidance to local lead agencies on determining significance for GHG emissions in their CEQA documents. As of the last Working Group meeting (Meeting No. 15) held in September 2010, the SCAQMD is proposing to adopt a tiered approach for evaluating GHG emissions for development projects where SCAQMD is not the lead agency.³

With the tiered approach, the project is compared with the requirements of each tier sequentially and would not result in a significant impact if it complies with any tier. Tier 1 excludes projects that are specifically exempt from Senate Bill (SB) 97 from resulting in a significant impact. Tier 2 excludes projects that are consistent with a GHG reduction plan that has a certified final CEQA document and complies with AB 32 GHG reduction goals. Tier 3 excludes projects with annual emissions lower than a screening threshold. For all non-industrial projects, the SCAQMD is proposing a screening threshold of 3,000 metric tons of carbon dioxide equivalent (MT CO_{2eq}) per year. SCAQMD concluded that projects with emissions less than the screening threshold would not result in a significant cumulative impact.

Tier 4 consists of three decision tree options. Under the Tier 4 first option, the project would be excluded if design features and/or mitigation measures resulted in emissions 30 percent lower than business as usual emissions. Under the Tier 4 second option the project would be excluded if it had early compliance with AB 32 through early implementation of CARB's Scoping Plan measures. Under the Tier 4 third option, the project would be excluded if it was below an efficiency-based threshold of 4.8 MT CO_{2eq} per service population (SP) per year.⁴ Tier 5 would exclude projects that implement

² Governor's Office of Planning and Research, *CEQA and Climate Change: Addressing Climate Change Through California Environmental Quality Act (CEQA) Review*, 2008.

³ The most recent SCAQMD GHG CEQA Significance Threshold Working Group meeting was held on September 2010.

⁴ The project-level efficiency-based threshold of 4.8 MTCO_{2eq} per SP per year is relative to the 2020 target date. The SCAQMD has also proposed efficiency-based thresholds relative to the 2035 target date to be consistent with the GHG reduction target date of SB 375. GHG reductions by the SB 375 target date of 2035 would be approximately 40 percent. Applying this 40 percent reduction to the 2020 targets results in an efficiency threshold for plans of 4.1 MTCO_{2eq} per SP per year and an efficiency threshold at the project level of 3.0 MTCO_{2eq}/year.

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offsite mitigation (GHG reduction projects) or purchase offsets to reduce GHG emission impacts to less than the proposed screening level.

GHG efficiency metrics are utilized as thresholds to assess the GHG efficiency of a project on a per capita basis or on a "service population" basis (the sum of the number of jobs and the number of residents provided by a project) such that the project would allow for consistency with the goals of AB 32 (i.e., 1990 GHG emissions levels by 2020 and 2035). GHG efficiency thresholds can be determined by dividing the GHG emissions inventory goal of the State, by the estimated 2035 population and employment. This method allows highly efficient projects with higher mass emissions to meet the overall reduction goals of AB 32, and is appropriate, because the threshold can be applied evenly to all project types (residential or commercial/retail only and mixed use).

For the Proposed Project, the 3,000 MT CO₂eq per year non-industrial screening threshold is used as the significance threshold, in addition to the qualitative thresholds of significance set forth below from Section VII of Appendix G to the CEQA Guidelines.

4.7.2 Greenhouse Gas Emissions (VII.) Environmental Checklist and Discussion

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project-related GHG emissions would include emissions from construction activities. Construction of the project would result in direct emissions of CO₂, N₂O, and CH₄ from the operation of construction equipment. Transport of materials and construction workers to and from the project site would also result in GHG emissions. Construction activities would be short-term in duration and would cease upon project completion. Construction-generated GHG emissions were calculated using the California Emissions Estimator Model, which estimates a total of 28 MT CO₂eq generated during construction of the Proposed Project.

In terms of operational GHG emissions, the Proposed Project involves stormwater management improvements and does not propose a trip-generated land use. The Proposed Project would not include the provision of new permanent stationary or mobile sources of emissions, and therefore, by its very nature, would not generate quantifiable GHG emissions from project operations. The project does not propose any buildings and therefore no permanent source or stationary source emissions. Once the project is completed, there would be no resultant increase in automobile trips to the area because the improved facilities would not require daily visits. While it is anticipated that the project would require intermittent maintenance to be conducted by City public works staff, such maintenance would be minimal requiring a negligible amount of traffic trips on an annual basis.

The project would result in the generation of 28 MT CO₂eq during construction, and as just described the project would not generate quantifiable GHG emissions from project operations. Therefore, neither construction nor operation of the project would generate GHG emissions in excess of the SCAQMD screening threshold of 3,000 MTCO₂eq per year and impacts. The project would relieve congestion and improve roadway operations, and would not directly generate new trips or GHG emissions. GHG impacts would be less than significant.

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b) Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The City of Moreno Valley has an Energy Efficiency and Climate Action Strategy document (City of Moreno Valley 2012). The Energy Efficiency and Climate Action Strategy is a policy document which identifies ways that the City can reduce energy and water consumption and GHG emissions as an organization (its employees and the operation of its facilities) and outlines the actions that the City can encourage and community members can employ to reduce their own energy and water consumption and GHG emissions. GHG reduction policies included in this document include: reducing land use based trips by encouraging transit priority projects; employment based trip reductions by requiring a transportation demand management (TDM) program for new development; residential and commercial energy efficiency requirements; facilitating residential renewable energy and energy efficient development; facilitating renewable energy deployment; heat island planning; water use reduction, water efficiency training, and education; and waste diversion program. The Proposed Project is the construction of a detention basin which does not fall under the scope of these policies. Therefore, the Proposed Project would not conflict with the Energy Efficiency and Climate Action Strategy document.

Moreno Valley is a member city of the Southern California Association of Governments' (SCAG). SCAG's 2016–2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), adopted April 7, 2016, is a long-range visioning plan that balances future mobility and housing needs with economic, environmental, and public health goals. The RTP/SCS embodies a collective vision for the region's future and is developed with input from local governments, county transportation commissions, tribal governments, nonprofit organizations, businesses, and local stakeholders in Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura counties. The RTP/SCS establishes GHG emissions goals for automobiles and light-duty trucks for 2020 and 2035, and establishes an overall GHG target for the region consistent with both the statewide GHG-reduction targets for 2020 and the post-2020 statewide GHG reduction goals. The 2016 RTP/SCS contains over 4,000 transportation projects, including highway improvements, railroad grade separations, bicycle lanes, new transit hubs, and replacement bridges. These future investments were included in county plans developed by the six-county transportation commissions and seek to reduce traffic bottlenecks, improve the efficiency of the region's network, and expand mobility choices. The RTP/SCS is an important planning document for the region, allowing project sponsors to qualify for federal funding. In addition, the RTP/SCS is supported by a combination of transportation and land use strategies that help the region achieve state GHG emission reduction goals and federal Clean Air Act requirements, preserve open space areas, improve public health and roadway safety, support the vital goods movement industry, and use resources more efficiently.

The Proposed Project would in no way conflict with the RTP/SCS. Therefore, it can be assumed that regional mobile emissions would decrease in line with the goals of the RTP/SCS. Implementing SCAG's RTP/SCS would greatly reduce the regional GHG emissions from transportation, helping to achieve statewide emission reduction targets.

Therefore, the Proposed Project would not conflict with an adopted plan, policy, or regulation pertaining to GHGs. Also, the Proposed Project would result in minimal construction- and operation-related GHG emissions. Thus, a less than significant impact would occur in this regard.

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Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.8 Hazards and Hazardous Materials

4.8.1 Hazards and Hazardous Materials (VIII.) Environmental Checklist and Discussion

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

During the Proposed Project’s construction period, hazardous substances used to maintain and operate construction equipment (such as fuel, lubricants, adhesives, and solvents) would be present. The use/generation of such construction-related hazardous materials could potentially result in significant impacts through accidental discharge associated with their use. The transport, use, and disposal of hazardous materials would, however, be conducted in accordance with applicable federal and state laws. In addition, conformance with National Pollutant Discharge Elimination System (NPDES) General Construction Activity Permit requirements would reduce the potential impact on site during construction. No hazardous materials would be associated with operation of the basin. Impacts from the use of hazardous substances would be less than significant.

b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The potential release of hazardous materials associated with the Proposed Project is limited to construction activities, as described above in response to Question 4.8.1 a). As noted, potential impacts associated with construction-related hazardous materials would be reduced to below a level of significance through conformance with the NPDES Construction Permit. On-site storage and/or use of large quantities of hazardous materials during project operation are not proposed. Impacts would be less than significant.

c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The closest schools to the project site are Valley View High School and Mountain View Middle School located approximately 0.5 miles to the northeast of the project site and Moreno Elementary School

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located approximately 0.5 miles to the west of the project site. There are no schools within one-quarter mile of the project site. No impact would occur.

d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A search of the Department of Toxic Substances Control's (DTSC) Hazardous Waste and Substances Site List (Cortese List) and EnviroStor online database and the State Water Resources Control Board (SWRCB) GeoTracker online database was conducted for the project area (DTSC 2017a and 2017b; SWRCB 2017). The searches revealed no known hazardous materials sites within or in the vicinity of the project site. No impact would occur.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A joint civilian and military airport (March Air Reserve Base) is located at the southwestern boundary of the City approximately 4.5 miles southeast of the project site. The project site is not located within an aircraft hazard zone (City of Moreno Valley 2006b). No impact would occur.

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

There are no private airstrips in the vicinity of the project site. No impact would occur.

g) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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The Proposed Project would not impair or physically interfere with an adopted emergency response or evacuation plan. The Proposed Project would be limited to the construction of a detention basin. Construction and operation of the Proposed Project would be limited to the project site, and would not include blocking any roadways. No impact would occur.

h) Would the project expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Even though the project site is located adjacent to an undeveloped parcel north of Cottonwood generally the project area is developed with residential land uses. Furthermore, the project site is not located within a fire hazard area as identified in the City of Moreno General Plan Final Program EIR (City of Moreno Valley 2006b). No impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.9 Hydrology and Water Quality

4.9.1 Environmental Setting

Regional Hydrology

Most of the City of Moreno Valley drains into the San Jacinto River. The northwest portion of the City drains to the west into a tributary of the Santa Ana River. The project area ultimately drains to the San Jacinto River, which flows to Lake Elsinore.

Site Hydrology and On-Site Drainage

The project site is relatively flat and generally slopes from north to south. An existing channel crosses the project site from north to south. This channel was constructed in an upland area in the 1960s to support runoff of agricultural irrigation. The channel crosses vacant land (parcel APN 488-180-025) north of Cottonwood Avenue and conveys flows through a 36 inch corrugated metal pipe (CMP) to a downstream channel on the south side of Cottonwood Avenue and west of residential subdivision Tract 19879. This tract drains to the same channel as the 36 inch CMP via a single 24 inch concrete pipe at the end of Cedar Court. The storm drain system ultimately connects to various channels and to the San Jacinto River.

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4.9.2 Hydrology and Water Quality (IX.) Environmental Checklist and Discussion

a) Would the project violate any water quality standards or waste discharge requirements?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Potential water quality impacts associated with the Proposed Project include short-term construction-related erosion/sedimentation and construction-related hazardous material discharge. Short-term water quality impacts related to erosion/sedimentation would be less than significant based on conformance with existing regulatory requirements (i.e., acquisition of a National Pollutant Discharge Elimination System [NPDES] General Construction Activity Storm Water Permit). In addition, a Storm Water Pollution Prevention Plan (SWPPP) would be created for the Proposed Project. During grading and construction activities, graded areas and temporary soil stockpiles would be stabilized to minimize erosion. Impacts associated with construction-related hazardous materials would be avoided or reduced to a level below significance through implementation of standard construction operating procedures. The Proposed Project would result in beneficial operational impacts to water quality because the Proposed Project is the construction of a detention basin with the purpose of reducing sediment and debris flow downstream.

b) Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project would not require the construction of wells; therefore, the Proposed Project would not result in the withdrawal of groundwater. The Proposed Project is the construction of a detention basin that would allow some groundwater recharge to occur. However, the primary purpose of the basin is to reduce sediment and debris flow downstream; therefore, groundwater recharge would be minimal due to the purpose and size of the proposed basin. No impacts from the depletion of groundwater or interference with groundwater recharge would occur.

c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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The Proposed Project is the construction of a basin that is in alignment with an existing channel for the purpose of retaining all silt, mud, and debris. The Proposed Project would result in reduces erosion and siltation off-site by only allowing water free of sediment and debris to flow downstream. As such, a beneficial impact would occur.

d) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please see the response to question c) above. The Proposed Project would reduce the possibility of flooding downstream by reducing sediment and debris flowing downstream and potentially blocking drain pipes and the stormwater channel which would result in flooding. A such, a beneficial impact would occur.

e) Would the project create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project is the construction of a detention basin for the purpose of reducing sediment and debris from flowing downstream. The proposed basin would discharge to an existing 36 inch CMP below Cottonwood Avenue. The Proposed Project would not generate runoff beyond existing conditions. As such, no impact would occur.

f) Would the project otherwise substantially degrade water quality?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project is the construction of a detention basin for the purpose of reducing sediment and debris from flowing downstream; thereby, improving the water quality of downstream flows. The Proposed Project would result in a beneficial impact to water quality.

g) Would the project place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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According to the Flood Insurance Rate Map (FIRM) for the project site (Map No. 06065C0770G), the project area is located within Flood Zone X. Flood Zone X is described as areas of minimal flood hazard (Federal Emergency Management Agency [FEMA] 2008). The Proposed Project does not include housing. The Proposed Project would alleviate the flooding potential in residential areas caused by sediment and debris flow. Therefore, the Proposed Project would result in a beneficial impact.

h) Would the project place within a 100-year flood hazard area structures that would impede or redirect flood flows?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please see the response to question g) above. A beneficial impact would occur.

i) Would the project expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please see the response to question g) above. A beneficial impact would occur.

j) Would the project be subject to inundation by seiche, tsunami, or mudflow?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project area is relatively flat, therefore, it is not in an area subject to mudflows. The project site is not located to adjacent or near a large body of water; therefore, the project site would not be subject to inundation from seiches. Tsunami is not a hazard for Moreno Valley. No impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.10 Land Use and Planning

4.10.1 Land Use and Planning (X.) Environmental Checklist and Discussion

a) Would the project physically divide an established community?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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The Proposed Project would be located north of Cottonwood Avenue on an undeveloped parcel that is bisected by an existing channel. The Proposed Project would construct a detention basin in alignment of the existing channel for the management of stormwater and prevention of flooding downstream. The Proposed Project would not physically divide an established community. No impact would occur.

b) Would the project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant With Mitigation Incorporated <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
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The project site has a General Plan land use designation of Residential Agriculture 2 and a zoning designation of RA2 (City of Moreno Valley 2017). The Proposed Project is the construction of a detention basin for the management of stormwater and prevention of flooding downstream. The proposed use of the project site would be compatible with the project site's land use and zoning designations. No impact would occur.

c) Would the project conflict with any applicable habitat conservation plan or natural community conservation plan?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant with Mitigation Incorporated <input checked="" type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input type="checkbox"/>
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The project site was reviewed to determine consistency with the MSHCP (ECORP 2017a). A summary of the consistency analysis is included below.

Section 6.1.2 Riparian/Riverine, Vernal Pool, and Fairy Shrimp

The project site does not contain any riparian areas, vernal pool habitats, or suitable habitat for fairy shrimp. There were no features that met the MSHCP definition for vernal pools and the site does not support wetland soils or vegetation. No riparian/riverine, vernal pool, and fairy shrimp impacts would occur.

Section 6.1.3 Narrow Endemic Plant Species

The project site is not located within any of the MSHCP Narrow Endemic Plant Species Survey Areas (NEPSSA). No NEPSSA impacts would occur.

Section 6.3.2 Criteria Area Species

The project site was within only one survey area under the MSHCP - burrowing owl. The project site was found to contain suitable burrowing owl habitat during the habitat assessment; however, no potential burrowing owl burrows were observed. Impacts to burrowing owls are discussed in question a) of Section 4.4 of this Initial Study. With the implementation of Mitigation Measure B-2 impacts to burrowing owls would be less than significant.

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Section 6.1.4 Urban/Wildlands Interface Guidelines

The requirements for Urban/Wildlands Interface do not apply to this project site because it is not located adjacent to any MSHCP Conservation Areas. The project site is relatively isolated from larger, contiguous blocks of native habitat and completely surrounded by residential development and other anthropogenic land use; therefore, net long-term increase of edge impacts are not expected as a result of this project. No impacts related to urban/wildlands interface would occur.

Mitigation Measures

Mitigation Measure B-2 is included in Section 4.4 Biological Resources of this Initial Study.

4.11 Mineral Resources

4.11.1 Mineral Resources (XI.) Environmental Checklist and Discussion

a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No regionally or statewide significant mineral resources are located within the City of Moreno Valley (City of Moreno Valley 2006b). No impact would occur.

b) Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No locally-important mineral resources have been delineated on the project site (City of Moreno Valley 2006b). No impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.12 Noise

4.12.1 Noise (XII.) Environmental Checklist and Discussion

a) Would the project result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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Noise generated by the construction of the Proposed Project would be temporary and no permanent noise sources would be created. Construction activities would comply with the Moreno Valley General Plan Final Environmental Impact Report (FEIR) Mitigation Measure N10. Mitigation Measure N10 prohibits building construction between 8 p.m. and 6 a.m. during the week and 8 p.m. and 7 a.m. weekends and holidays (City of Moreno Valley 2006b). The Proposed Project would not generate noise during operation. Impacts would be less than significant.

b) Would the project result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Proposed Project would introduce temporary ground-borne vibrations and noise levels in the project vicinity related to the use of heavy construction equipment. No sources of severe vibration, such as pile driving or blasting, are proposed. The potential impacts would diminish with distance. The closest sensitive receptor is a residence located approximately 100 feet south of the project site across Cottonwood Avenue. The maximum vibration source amplitudes from heavy construction equipment is estimated to be a maximum of 0.089 peak particle velocity (PPV) for a large bulldozer. A threshold for damage for older residential structures is generally considered to be 0.25 PPV (Caltrans 2013). Given that the nearest structures are approximately 100 feet from the site, and that the vibration amplitudes at 25 feet from the site would be below the threshold, it is not anticipated that significant impacts from vibration would occur. Additionally, the vibration from the use of heavy equipment would end at the completion of the construction activities. A less than significant impact would occur.

c) Would the project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Due to the temporary nature of construction activities, no permanent increases in ambient noise levels in the project vicinity are expected. The Proposed Project would require intermittent maintenance to be conducted by City public works staff, such maintenance would result in noise from the use of construction equipment and power tools. However, maintenance activities would be minimal and occur during the day. Impacts would be less than significant.

d) Would the project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Temporary or periodic increases in ambient noise levels would occur during construction of the Proposed Project. Ambient noise levels would vary depending upon the specific activities and equipment used. The potential noise related impacts would end at the completion of construction activities. As previously stated, operation noise would be intermittent (only when maintenance

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activities are required) and minimal. Operational ambient noise levels are anticipated to be similar to existing conditions. A less than significant impact would occur.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A joint civilian and military airport (March Air Reserve Base) is located at the southwestern boundary of the City approximately 4.5 miles southeast of the project site. The project site is not located within the March Air Reserve Base noise impact area (City of Moreno Valley 2006b). No impact would occur.

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

There are no private airstrips within the vicinity of the project site. Therefore, no impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.13 Paleontological Resources

4.13.1 Paleontological Resources (XIII.) Environmental Checklist and Discussion

a) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A paleontological records search was completed by the Vertebrate Paleontology Section of the Los Angeles County Museum of Natural History. The records search and literature review found that the Proposed Project area is located entirely on surface deposits of younger Quaternary Alluvium. These younger Quaternary deposits typically do not contain significant vertebrate fossils, at least in the uppermost layers, but may be underlain by older Quaternary deposits that do contain significant vertebrate fossils. The results of the records search found that no previously recorded paleontological resource localities are known from within the boundaries of the project site. The closest vertebrate fossil locality from similar deposits is located in the gravel pits just west of Jack Rabbit Trail east-southeast of the Proposed Project Area (Natural History Museum of Los Angeles

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County 2017). If construction results in deep excavations into the older Quaternary deposits, the project could result in significant impacts to buried and unknown paleontological resources. Implementation of Mitigation Measure PR-1 to PR-4 below would reduce potential impacts to a less than significant level.

Mitigation Measure

PR-1: The City of Moreno Valley shall retain a qualified paleontologist to conduct monitoring of excavation activities and has the authority to halt and redirect earthmoving activities in the event that suspected paleontological resources are unearthed.

PR-2: The paleontological monitor shall conduct full-time monitoring during grading and excavation operations in undisturbed, very old alluvial fan sediments and shall be equipped to salvage fossils if they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. The paleontological monitor shall be empowered to temporarily halt or divert equipment to allow of removal of abundant and large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or if present, are determined upon exposure and examination by qualified paleontological personnel to have a low potential to contain or yield fossil resources.

PR-3: Recovered specimens shall be properly prepared to a point of identification and permanent preservation, including screen washing sediments to recover small invertebrates and vertebrates, if necessary. Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and permanent retrievable storage, such as the Western Science Museum in Hemet, California, is required for significant discoveries.

PR-4: A final monitoring and mitigation report of findings and significance shall be prepared, including lists of all fossils recovered, if any, and necessary maps and graphics to accurately record the original location of the specimens. The report shall be submitted to the City of Moreno Valley prior to building final.

4.14 Population and Housing

4.14.1 Population and Housing (XIV.) Environmental Checklist and Discussion

a) Would the project induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Proposed Project is the construction of a detention basin for the management of stormwater and prevention of flooding downstream. The Proposed Project does not propose the construction of new housing or businesses and therefore is not anticipated to directly or indirectly induce population growth in the area. The Proposed Project is not expected to generate a substantial permanent increase in employment opportunities in the area capable of inducing population growth. A less than significant impact would occur.

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b) Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project would be located on an undeveloped parcel along an existing drainage channel. The Proposed Project would not displace housing. No impact would occur.

c) Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project is the construction of a detention basin for the management of stormwater and prevention of flooding downstream. The Proposed Project does not include the removal of housing; therefore, it would not displace people. No impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.15 Public Services

4.15.1 Public Services (XV.) Environmental Checklist and Discussion

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: <ul style="list-style-type: none"> • Fire Protection? • Police Protection? • Schools? • Parks? • Other Public Facilities? 	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project is the construction of a detention basin for the management of stormwater and prevention of flooding downstream. The Proposed Project would not create a substantial new fire or public safety hazard or result in population growth that would increase the use of schools, parks, or other public facilities. No impact would occur.

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Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.16 Recreation

4.16.1 Recreation (XV.) Environmental Checklist and Discussion

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project is the construction of a detention basin for the management of stormwater and prevention of flooding downstream. The Proposed Project does not include residential uses and would not cause a direct increase in population of the project area; therefore, no increase in the use of existing neighborhood or regional parks is anticipated. No impact would occur.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project would not include recreational facilities nor require the construction or expansion of recreational facilities that might have an adverse effect on the environment. No impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.17 Transportation/Traffic

4.17.1 Transportation/Traffic (XVII.) Environmental Checklist and Discussion

a) Would the project conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways, and freeways, pedestrian and bicycle paths, and mass transit?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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Construction Impacts

The Proposed Project would generate short-term construction related vehicle trips. However, traffic generated by construction of the Proposed Project would be temporary and would not conflict with the City of Moreno Valley’s Circulation Element. Impacts would be less than significant.

Operational Impacts

Once the construction of the Proposed Project is completed, there would be no increase in automobile trips to the area because the improved facilities would not require daily visits. While it is anticipated that the Proposed Project would require intermittent maintenance to be conducted by City public works staff, such maintenance would be minimal requiring a negligible amount of traffic trips on an annual basis. Operational impacts would be less than significant.

b) Would the project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

As stated in the response to question 4.17.1 a), operational traffic that would be generated by the Proposed Project would be minimal. As such, the Proposed Project is not anticipated to conflict with the applicable congestion management program. No impact would occur.

c) Would the project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A joint civilian and military airport (March Air Reserve Base) is located at the southwestern boundary of the City approximately 4.5 miles southeast of the project site. The project site is not located within an aircraft hazard zone (City of Moreno Valley 2006b). The Proposed Project would not include structures or operational conditions that would require a change of air traffic patterns or increase traffic levels or a change in location that would result in substantial safety risks. No impact would occur.

d) Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project is the construction of a detention basin north of Cottonwood Avenue. The Proposed Project would not alter Cottonwood Avenue. No impact would occur.

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e) Would the project result in inadequate emergency access?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Construction activities would occur north of Cottonwood Avenue and would not interfere with emergency access in the project area. No impact would occur.

f) Would the project conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities or otherwise decrease the performance or safety of such facilities?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project is the construction of a detention basin north of Cottonwood Avenue. The Proposed Project does would not affect public transit, bicycle or pedestrian facilities or otherwise decrease the performance of such facilities because no modifications to such facilities are proposed. No impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.18 Tribal Cultural Resources

4.18.1 Environmental Setting

Ethnohistoric Context

The Project area is located within the ancestral use areas of the Serrano and Luiseño. The following ethnohistory information is summarized from ECORP 2017b.

Serrano

The Serrano occupied an area in and around the San Bernardino Mountains between approximately 1500 and 11,000 feet above mean sea level. Their territory extended west into the Cajon Pass, east as far as Twentynine Palms, north to Victorville, and south to the Yucaipa Valley. The Serrano were mainly hunters and gatherers who occasionally fished. Game that was hunted included mountain sheep, deer, antelope, rabbits, small rodents, and various birds, particularly quail. Vegetable staples consisted of acorns, piñon nuts, bulbs and tubers, shoots and roots, berries, mesquite, barrel cacti, and Joshua tree. A variety of materials were used for hunting, gathering, and processing food, as well as for shelter, clothing, and luxury items. Shells, wood, bone, stone, plant materials, and animal skins and feathers were used for making baskets, pottery, blankets, mats, nets, bags and pouches, cordage, awls, bows, arrows, drills, stone pipes, musical instruments, and clothing.

Settlement locations were determined by water availability, and most Serranos lived in small villages near water sources. Houses and ramadas were round and constructed of poles covered with bark

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and tule mats. Most Serrano villages also had a ceremonial house used as a religious center. Other structures within the village might include granaries and sweathouses.

The Serrano were loosely organized along patrilineal lines and associated themselves with either the Tukum (wildcat) or the Wahilyam (coyote) moiety. Organization of individual bands of Serrano was considered to be similar to political groups. Tribes, as opposed to bands, were larger in numbers, and were distinguished from each other by having distinct dialects. Unlike bands, tribes often had names that were more than merely a designation for the place where they lived.

Partly due to their mountainous inland territory, contact between Serrano and European-Americans was minimal prior to the early 1800s. In 1819, a Capilla (chapel) was established near present-day Redlands and was used to help relocate many Serrano to Mission San Gabriel. However, small groups of Serrano remained in the area northeast of the San Gorgonio Pass and were able to preserve some of their native culture. Today, most Serrano live either on the Morongo or San Manuel reservations.

Luisseño

The project area lies within the traditional use area of the Luisseño, a Takic-speaking people. The term Luisseño was given by the Spanish to the native groups who were living in the area under influence of Mission San Luis Rey.

The Luisseño lived in sedentary and autonomous village groups, each with specific subsistence territories encompassing hunting, collecting, and fishing areas. Villages were typically located in valley bottoms, along streams, or along coastal strands near mountain ranges where water was available and village defense was possible. Inland populations had access to fishing and gathering sites on the coast, which they used during the winter months.

Luisseño subsistence was centered around the gathering of acorns, seeds, greens, bulbs, roots, berries, and other vegetal foods. This was supplemented with hunting mammals such as deer, antelope, rabbit, woodrat, ground squirrels, and mice, as well as quail, doves, ducks, and other birds. Bands along the coast also exploited marine resources, such as sea mammals, fish, crustaceans, and mollusks. Inland, trout and other fish were taken from mountain streams.

Hunting was done both individually and by organized groups. Tool technology for food acquisition, storage, and preparation reflects the size and quantity of items procured. Small game was hunted with the use of curved throwing sticks, nets, slings, or traps. Bows and arrows were used for hunting larger game. Dugout canoes, basketry fish traps, and shell hooks were used for near-shore ocean fishing. Coiled and twined baskets were made for food gathering, preparation, storing, and serving. Other items used for food processing included large shallow trays for winnowing chaff from grain, ceramic and basketry storage containers, manos and metates for grinding seeds, and ceramic jars for cooking.

Villages had hereditary chiefs who controlled religious, economic, and territorial activities. An advisory council of ritual specialists and shamans was consulted for environmental and other knowledge. Large villages located along the coast or in inland valleys may have had more complex social and political structures than settlements controlling smaller territories.

Most Luisseño villages contained a ceremonial structure enclosed by circular fencing located near the center of the village. Houses were semisubterranean and thatched with locally available brush, bark,

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or reeds. Earth-covered semisubterranean sweathouses were also common and were used for purification and curing rituals.

The Luiseño first came into contact with Europeans in 1769 when the expedition led by Gaspar de Portolá arrived in their territory. That same year, the San Diego Mission was established just to the south, followed by the San Juan Capistrano Mission in 1776 and the San Luis Rey Mission in 1798. Poor living conditions at the missions and introduced European diseases led to a rapid decline of the Luiseño population. Following the Mission Period (1769-1834), Luiseño Indians scattered throughout southern California. Some became serfs on the Mexican ranchos, others moved to newly founded pueblos established for them, some sought refuge among inland groups, and a few managed to acquire land grants. Later, many moved to or were forced onto reservations. Although many of their cultural traditions had been suppressed during the Mission Period, the Luiseño were successful at retaining their language and certain rituals and ceremonies. Starting in the 1970s, there was a revival of interest in the Luiseño language and classes were organized. Since then, traditional games, songs, and dances have been performed, traditional foods have been gathered and prepared, and traditional medicines and curing procedures have been.

Regulatory Setting

Assembly Bill 52

Effective July 1, 2015, Assembly Bill 52 (AB 52) amended CEQA to require that: 1) a lead agency provide notice to those California Native American tribes that requested notice of projects proposed by the lead agency; and 2) for any tribe that responded to the notice within 30 days of receipt with a request for consultation, the lead agency must consult with the tribe. Topics that may be addressed during consultation include TCRs, the potential significance of project impacts, type of environmental document that should be prepared, and possible mitigation measures and project alternatives.

Pursuant to AB 52, Section 21073 of the Public Resources Code defines California Native American tribes as "a Native American tribe located in California that is on the contact list maintained by the NAHC for the purposes of Chapter 905 of the Statutes of 2004." This includes both federally and non-federally recognized tribes.

Section 21074(a) of the Public Resource Code defines TCRs for the purpose of CEQA as:

- 1) Sites, features, places, cultural landscapes (geographically defined in terms of the size and scope), sacred places, and objects with cultural value to a California Native American tribe that are either of the following:
 - a. included or determined to be eligible for inclusion in the California Register of Historical Resources; and/or
 - b. included in a local register of historical resources as defined in subdivision (k) of Section 5020.1; and/or
 - c. a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this paragraph, the lead agency shall consider the significance of the resource to a California Native American tribe.

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Because criteria a and b also meet the definition of a historical resource under CEQA, a TCR may also require additional consideration as a historical resource. TCRs may or may not exhibit archaeological, cultural, or physical indicators.

Recognizing that California tribes are experts in their tribal cultural resources and heritage, AB 52 requires that CEQA lead agencies provide tribes that requested notification an opportunity to consult at the commencement of the CEQA process to identify TCRs. Furthermore, because a significant effect on a TCR is considered a significant impact on the environment under CEQA, consultation is used to develop appropriate avoidance, impact minimization, and mitigation measures.

Summary of AB 52 Consultation

On June 1, 2017, the City initiated environmental review under CEQA for the Proposed Project. On June 5, 2017, the City sent project notification letters to the following California Native American tribes, which had previously submitted general consultation request letters pursuant to 21080.3.1(d) of the Public Resources Code:

- Agua Caliente Band of Cahuilla Indians
- Morongo Band of Mission Indians
- Pechanga Temecula Band of Luiseño Mission Indians
- San Manuel Band of Mission Indians
- Soboba Band of Luiseño Indians
- Torres Martinez Desert Cahuilla Indians
- Rincon Band of Luiseño Indians

Each recipient was provided a brief description of the project and its location, the lead agency contact information, and a notification that the tribe has 30 days to request consultation. The 30-day response period concluded on July 8, 2017.

As a result of the initial notification letters, the City received the following responses:

- Agua Caliente Band of Cahuilla Indians – responded by letter on June 22, 2017 to accept consultation invitation;
- Rincon Band of Luiseño Indians – responded by letter on June 12, 2017 to accept consultation invitation;
- Pechanga Temecula Band of Luiseño Indians - responded by letter on June 15, 2017 to accept consultation invitation;
- Morongo Band of Mission Indian – responded by email on June 20, 2017 to accept consultation invitation;
- Soboba Band of Luiseño Indians – responded by email on July 06, 2017 to accept consultation invitation; and
- San Manuel Band of Mission Indians – responded by email on July 3, 2017 to request a copy of the Cultural Resources Survey Report.

On June 27, 2017, the City initiated consultation via a letter with the Agua Caliente Band of Cahuilla Indians, Rincon Band of Luiseño Indians, and Pechanga Temecula Band of Luiseño Indians. The City initiated consultation with the Morongo tribe on June 28th via a letter. Consultation with the Soboba Band of Luiseño Indians was initiated on July 6, 2017 via email, and via a letter dated July 12, 2017.

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On July 7, 2017, the Morongo Band of Mission Indians submitted a letter requesting review of the cultural study and requesting a records search to be included as part of the study. Cultural monitoring by the tribe was not requested. The cultural study with the requested information had already been sent by certified mail to the Morongo tribe on June 28th. No further correspondence from the Morongo Band of Mission Indians was received.

On July 14, 2017 the Agua Caliente Band of Cahuilla Indians provided a letter to the City requesting that mitigation measures be added to the CEQA document that addresses the methods to be used if human remains are inadvertently discovered during the course of the Project. On July 14, 2017, the Agua Caliente Band of Cahuilla Indians sent a follow-up email confirming that the above letter concluded AB 52 consultation.

On July 26th, the City held a teleconference with the Rincon Band of Luiseno Indians. As a result, their representative requested that the tribe be informed of contact with other Bands to make sure that at least one tribal band would be monitoring during construction.

On August 4, 2017 the City held a teleconference with the Pechanga Temecula Band of Luiseño Mission Indians. As a result, the Pechanga Temecula Band of Luiseño Mission Indians sent the City a follow up email stating that the project area is considered sensitive based on the number and vicinity of cultural resources in the surrounding area. They requested archaeological and tribal monitoring be implemented as mitigation and requested the inclusion of measures to use if human remains are inadvertently discovered during the course of the Proposed Project.

On August 22, 2017, the San Manuel Band of Mission Indians deferred consultation to Tribes closer to the project area. The San Manuel Band of Mission Indians did, however, request that several mitigation measures be included in the CEQA document and requested to see the final conditions and mitigation measures.

On August 23, 2017, the City held a meeting with Soboba Band of Luiseño Indians. As a result, the Soboba Band of Luiseño Indians requested to review the draft mitigation measures for cultural resources and TCRs. After reviewing the proposed mitigation measures, the Tribe requested that the measures include an agreement with the Tribes prior to the issuance of the grading permit.

The Pechanga Temecula Band of Luiseño Mission Indians identified the project area as being sensitive for potential TCRs. Therefore, the City consulted with the tribe on potential impacts to the TCRs, and appropriate mitigation measures CR-1 to CR-7, as described in Section 4.5 Cultural Resources of this Initial Study were developed for the Proposed Project.

On September 25, 2017, City staff forwarded the final draft mitigation measures which address the comments of all tribes. An email requesting consultation closure was sent to representatives of the Soboba, Pechanga, San Manuel, Morongo, and Rincon Bands. The consultation was terminated , after the parties agreed to appropriate mitigation measures, as specified in Section 4.5 of this Initial Study.

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4.18.2 Tribal Cultural Resources (XVIII.) Environmental Checklist and Discussion

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

No TCRs were identified within the project area during the AB 52 consultation. The Proposed Project would not result in significant impacts to known TCRs. However, as a result of the AB 52 consultation the project area was identified as being sensitive and has the potential to contain unknown TCRs. Significant impacts may occur from the discovery of unknown TCRs during ground disturbing activities from project construction. Impacts to unknown TCRs would be less than significant with the implementation of Mitigation Measures CR-1 to CR-7 (see Section 4.5, Cultural Resources).

Mitigation Measures

Mitigation Measures CR-1 to CR-7 are listed in Section 4.5 Cultural Resources of this Initial Study.

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4.19 Utilities and Service Systems

4.19.1 Utilities and Service Systems (XIX.) Environmental Checklist and Discussion

a) Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant with Mitigation Incorporated <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
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The Proposed Project is the construction of a detention basin for the management of stormwater and prevention of flooding downstream. The Proposed Project would not generate wastewater; therefore, no impact would occur.

b) Would the project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant with Mitigation Incorporated <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
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The Proposed Project is the construction of a detention basin for the management of stormwater and prevention of flooding downstream. The Proposed Project would require or result in the construction of new water or wastewater treatment facilities; therefore, no impact would occur.

c) Would the project require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant with Mitigation Incorporated <input checked="" type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input type="checkbox"/>
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The Proposed Project is the construction of a detention basin for the management of stormwater and prevention of flooding downstream. The impacts to the environment are discussed throughout this Initial Study. Mitigation Measures have been included to reduce significant impacts to a less than significant level.

d) Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant with Mitigation Incorporated <input type="checkbox"/>	Less than Significant Impact <input checked="" type="checkbox"/>	No Impact <input type="checkbox"/>
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The Proposed Project would require water temporarily during construction; however, the Proposed Project would not require water during operation. As such, sufficient water supplies would be available to serve the Proposed Project. Impacts would be less than significant.

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e) Would the project result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project is the construction of a detention basin for the management of stormwater and prevention of flooding downstream. The Proposed Project would not generate wastewater. No impact would occur.

f) Would the project be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Construction waste would be disposed of at the Badlands Sanitary Landfill. The minimal increase in waste would not be expected to affect the permitted capacity of this landfill. The Proposed Project would not generate solid waste during operation. A less than significant impact would occur.

g) Would the project comply with federal, state, and local statutes and regulations related to solid waste?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Waste generated by the Proposed Project would comply with solid waste statues and regulations. No impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

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4.20 Mandatory Findings of Significance

4.20.1 Mandatory Findings of Significance (XVIII.) Environmental Checklist and Discussion

<p>a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?</p>	<p>Potentially Significant Impact</p>	<p>Less than Significant with Mitigation Incorporated</p>	<p>Less than Significant Impact</p>	<p>No Impact</p>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Impacts to biological and cultural resources are discussed in the respective sections of this Initial Study. Impacts would be less than significant with Mitigation Measures BIO-1 to BIO-3, CR-1 to CR-7, and PR-1 to PR-4.

<p>b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?</p>	<p>Potentially Significant Impact</p>	<p>Less than Significant with Mitigation Incorporated</p>	<p>Less than Significant Impact</p>	<p>No Impact</p>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Impacts from the Proposed Project would not be cumulatively considerable with the implementation of the Mitigation Measures listed in this Initial Study.

<p>c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?</p>	<p>Potentially Significant Impact</p>	<p>Less than Significant with Mitigation Incorporated</p>	<p>Less than Significant Impact</p>	<p>No Impact</p>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Direct and indirect impacts to human beings would be less than significant with the implementation of mitigation measures listed in this Initial Study.

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SECTION 5. LIST OF PREPARERS

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SECTION 7. LIST OF APPENDICES

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**Initial Study and Mitigated Negative Declaration
Cottonwood Interim Basin Project
Project No. 4-0-00746**

September 2017

Lead Agency:



**City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552**

Prepared by:



ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

**215 N. Fifth Street
Redlands, CA 92374**

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**DRAFT MITIGATED NEGATIVE DECLARATION
COTTONWOOD INTERIM BASIN PROJECT**

Lead Agency: City of Moreno Valley

Project Proponent: City of Moreno Valley

Project Location: The project site is located in the City of Moreno Valley north of Cottonwood Avenue, east of Nason Street, and west of Martha Crawford Street. The project site is located approximately one mile south of State Route 60.

Project Description: The Cottonwood Interim Basin Project (Proposed Project) would construct a sedimentation basin to protect life and property by reducing downstream flooding due to sedimentation and debris build-up. The basin would measure approximately 130 feet by 270 feet and would generally have 3 to 1 slopes. The basin inlet would align with the existing channel on the north side of the basin and include rip rap to protect the basin from erosion during storm events. An outlet concrete structure would be built at the southern end of the basin and connect to the existing 36 CMP located beneath Cottonwood Avenue. An aggregate base access ramp would be built on the east side of the basin for maintenance access.

Public Review Period: October 6, 2017 to November 6, 2017

Mitigation Measures Incorporated into the Project to Avoid Significant Effects:

Biological Resources

BIO-1 Nesting Birds: To ensure compliance with the MBTA and Section 3503.5 of the California Fish and Game Code, and to avoid any potential impacts to special-status bird species that may occur in the project vicinity, construction activities shall be conducted outside the bird nesting bird season (March to August) to the extent possible to avoid any potential disturbance of avian breeding activities. If vegetation removal, clearing, and/or grading for the Proposed Project is conducted during the bird nesting season (March to August), then construction will be limited in the vicinity of any active nests per the recommendations of a qualified biologist. Three days prior to the onset of construction activities, a qualified biologist shall survey for the presence of any active bird nests within the limits of the project. If no active nests are found, no further mitigation would be required. However, any active nest found during survey efforts shall be mapped on the construction plans, and an appropriate buffer area (minimum 200 feet in every direction) shall be established around any active nest. This buffer shall be set at the discretion of the Project Biologist. Encroachment into the buffer area shall not be allowed until the nest is vacated. Construction within the buffer area may resume after a qualified biologist has determined that fledglings have left the nest.

BIO-2 Burrowing Owls: A focused pre-construction burrowing owl survey shall be conducted prior to construction in accordance with the Burrowing Owl Survey Instructions of the Western Riverside County MSHCP. This survey is to be conducted within 30 days prior to ground disturbance. After the pre-construction burrowing owl survey has been completed, a survey report will be prepared in accordance with the MSHCP 30-day Pre-construction Burrowing Owl Survey Report Format (August 7, 2006). If no burrowing owls are located, then construction may proceed. Construction activities must begin within 30 days after the

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survey, or another survey will need to be conducted. If an active burrowing owl burrow (with burrowing owls) is found during the pre-construction survey, the burrow must be avoided while it is occupied by owls or the owls must be relocated in consultation with the CDFW. Avoidance of the active burrow will entail establishment of a "no work" buffer around the active burrow(s). The buffer distance will be established at the discretion of the Project Biologist, according to the location of the burrow, topography, and other biological factors. Typically the buffer will be a minimum of 300 feet and no more than 500 feet. No construction activities shall be allowed with the buffer area until the nest is no longer active and all young owls have fledged. As an alternative to complete burrow avoidance, the City may contact CDFW regarding passive relocation of burrowing owls. Passive relocation generally entails CDFW approval of a relocation plan and the relocation must be conducted during the owl non-breeding season (September 1 through February 28).

BIO-3 Regulatory Permitting: Prior to the commencement of project construction activities that will impact the jurisdictional drainage on the project site, authorization for impacts shall be acquired through the permitting process from the USACE, RWQCB, and CDFW pursuant to the CWA Section 404 and 401 and California Fish and Game Code Section 1600, respectively. Project specific mitigation for impacts to features jurisdictional to state and federal agencies will be determined during the permitting process.

Cultural Resources and Tribal Cultural Resources

CR-1: Prior to the issuance of a grading permit, the City shall retain a professional archaeologist to conduct monitoring of all mass grading and trenching activities. The Project Archaeologist shall have the authority to temporarily redirect earthmoving activities in the event that suspected archaeological resources are unearthed during Project construction. The Project Archaeologist, in consultation with the Monitoring Tribe(s), the contractor, and the City, shall develop a Cultural Resources Monitoring Plan (CRMP) to address the details, timing and responsibility of all archaeological and cultural activities that will occur on the project site. Details in the Plan shall include:

- a. Project grading and development scheduling;
- b. The Project archeologist and the Monitoring Tribes(s) shall attend the pre-grading meeting with the City, the construction manager and any contractors and will conduct a mandatory Cultural Resources Worker Sensitivity Training to those in attendance. The Training will include a brief review of the cultural sensitivity of the Project and the surrounding area; what resources could potentially be identified during earthmoving activities; the requirements of the monitoring program; the protocols that apply in the event inadvertent discoveries of cultural resources are identified, including who to contact and appropriate avoidance measures until the find(s) can be properly evaluated; and any other appropriate protocols. All new construction personnel that will conduct earthwork or grading activities that begin work on the Project following the initial Training must take the Cultural Sensitivity Training prior to beginning work and the Project archaeologist and Monitoring Tribe(s) shall make themselves available to provide the training on an as-needed basis.
- c. The protocols and stipulations that the contractor, City, Monitoring Tribe(s) and Project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation

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- CR-2:** Prior to the issuance of a grading permit, the City of Moreno Valley shall secure agreements with the Pechanga Band of Luiseño Indians and Soboba Band of Luiseño Indians for tribal monitoring. The City is also required to provide a minimum of 30 days advance notice to the tribes of all mass grading and trenching activities. The Native American Tribal Representatives shall have the authority to temporarily halt and redirect earth moving activities in the affected area in the event that suspected archaeological resources are unearthed. If the Native American Tribal Representatives suspect that an archaeological resource may have been unearthed, the Project Archaeologist or the Tribal Representatives shall immediately redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. In consultation with the Native American Tribal Representatives, the Project Archaeologist shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2. If the resource is significant, Mitigation Measure CR-3 shall apply.
- CR-3:** If archaeological resource(s) is discovered on the property, a treatment plan shall be prepared by the Project Archaeologist and expeditiously reviewed by the interested Native American Tribal Representatives and the City Planning Division and implemented by the Project Archaeologist to protect the identified archaeological resource(s) from damage and destruction. If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be temporarily suspended 100 feet around the resource(s) until a treatment plan is implemented. The Project Archaeologist, interested Native American Tribal Representatives, and the City Planning Division shall confer regarding mitigation of the discovered resource(s).
- CR-4:** In the event that Native American cultural resources are discovered during the course of grading, the following procedures shall be carried out for treatment and final disposition of the discoveries:
- a) The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to cultural resources. The artifacts shall be relinquished through one or more of the following methods and evidence of such shall be provided to the City of Moreno Valley Planning Department:
 - i. Accommodate the process for Preservation-In-Place/Onsite reburial of the discovered items with the consulting Native American tribes or bands, as detailed in the treatment plan prepared by the Project Archaeologist under Mitigation Measure CR-3. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloging and basic recordation have been completed;
 - ii. A curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79; therefore, the resources would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation;

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- iii. For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural materials, they shall be curated at the Western Science Center by default.

CR-5: The City shall verify that the following note is included on the Grading Plan:

"If any suspected archaeological resources are discovered during ground-disturbing activities and the Project Archaeologist or Native American Tribal Representatives are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the Project Archaeologist and the Tribal Representatives to the site to assess the significance of the find."

CR-6: If potential historic or cultural resources are uncovered during excavation or construction activities at the project site, work in the affected area must cease immediately and a qualified person meeting the Secretary of the Interior's standards (36 CFR 61), Tribal Representatives, and all site monitors per the Mitigation Measures, shall be consulted by the City to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, or prehistoric resource. Determinations and recommendations by the consultant shall be immediately submitted to the Planning Division for consideration, and implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

CR-7: If human remains are discovered, no further disturbance shall occur in the affected area until the County Coroner has made necessary findings as to origin. If the County Coroner determines that the remains are potentially Native American, the California Native American Heritage Commission shall be notified within 5-days of the published finding to be given a reasonable opportunity to identify the "most likely descendant". The "most likely descendant" shall then make recommendations, and engage in consultations concerning the treatment of the remains (California Public Resources Code 5097.98). (GP Objective 23.3, CEQA).

Paleontological Resources

PR-1: The City of Moreno Valley shall retain a qualified paleontologist to conduct monitoring of excavation activities and has the authority to halt and redirect earthmoving activities in the event that suspected paleontological resources are unearthed.

PR-2: The paleontological monitor shall conduct full-time monitoring during grading and excavation operations in undisturbed, very old alluvial fan sediments and shall be equipped to salvage fossils if they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. The paleontological monitor shall be empowered to temporarily halt or divert equipment to allow of removal of abundant and large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or if present, are determined upon exposure and examination by qualified paleontological personnel to have a low potential to contain or yield fossil resources.

PR-3: Recovered specimens shall be properly prepared to a point of identification and permanent preservation, including screen washing sediments to recover small invertebrates and

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vertebrates, if necessary. Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and permanent retrievable storage, such as the Western Science Museum in Hemet, California, is required for significant discoveries.

- PR-4:** A final monitoring and mitigation report of findings and significance shall be prepared, including lists of all fossils recovered, if any, and necessary maps and graphics to accurately record the original location of the specimens. The report shall be submitted to the City of Moreno Valley prior to building final.

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ACRONYMS AND ABBREVIATIONS

AB	Assembly Bill
APE	Area of Potential Effect
AQMP	Air Quality Management Plan
BMPs	Best Management Practices
CalEEMod	California Emissions Estimator Model
Caltrans	California Department of Transportation
CARB	California Air Resources Board
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CH₄	Methane
CMP	Corrugated Metal Pipe
CO	Carbon Monoxide
CO₂	Carbon Dioxide
CO₂e	Carbon Dioxide Equivalent
CO Plan	Federal Attainment Plan for Carbon Monoxide
CRHR	California Register of Historic Places
CWA	California Water Act
DTSC	Department of Toxic Substances Control
EIC	Eastern Information Center
EIR	Environmental Impact Report
EPA	Environmental Protection Agency
FEIR	Final Environmental Impact Report
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
GHGs	Greenhouse Gases
LSTs	Localized Significance Thresholds
MBTA	Migratory Bird Treaty Act
MLD	Most Likely Descendent
MMT	Million Metric Tons
MND	Mitigated Negative Declaration
MSHCP	Multiple Species Habitat Conservation Plan
MTCO₂eq	Metric Tons of Carbon Dioxide Equivalent
NAHC	Native American Heritage Commission
ND	Negative Declaration
NPDES	National Pollutant Discharge Elimination System
N₂O	Nitrous Oxide
NO_x	Nitrogen Oxides
NRCS	Natural Resources Conservation Service
NRHP	National Register of Historic Places
OHV	Off-Highway Vehicle
OPR	California Office of Planning and Research
PM₁₀ and PM_{2.5}	Particulate Matter
RCPG	Regional Comprehensive Plan and Guide
ROG	Reactive Organic Gases
RTP	Regional Transportation Plan
RWQCB	Regional Water Quality Control Board
USACE	United States Army Corps of Engineers
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District

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SCS	Sustainable Communities Strategy
SIP	State Implementation Plan
SP	Service Population
SoCAB	South Coast Air Basin
SR	State Route
SRA	Sensitive Receptor Area
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board

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SECTION 1. BACKGROUND

1.1 Summary

Project Title: Cottonwood Interim Basin Project

Lead Agency Name and Address: City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

Contact Person and Phone Number: Henry Ngo, P.E.
Capital Projects Division Manager
Public Works
(951) 413-3106

Project Location: The project site is located in the City of Moreno Valley north of Cottonwood Avenue, east of Nason Street, and west of Martha Crawford Street. The project area is approximately 0.81 acres, a portion of APN 488-180-025. The project site is located approximately one mile south of State Route (SR) 60.

General Plan Designation: Residential: Max. 2 du/ac

Zoning: RA2

1.2 Introduction

The City of Moreno Valley is the Lead Agency for this Initial Study. The Initial Study has been prepared to identify and assess the anticipated environmental impacts of the Cottonwood Interim Basin Project (Proposed Project). This document has been prepared to satisfy the California Environmental Quality Act (CEQA) (Pub. Res. Code, Section 21000 *et seq.*) and State CEQA Guidelines (14 CCR 15000 *et seq.*). CEQA requires that all state and local government agencies consider the environmental consequences of Projects over which they have discretionary authority before acting on those Projects. A CEQA Initial Study is generally used to determine which CEQA document is appropriate for a Project (Negative Declaration [ND], Mitigated Negative Declaration [MND], or Environmental Impact Report [EIR]).

1.3 Surrounding Land Uses/Environmental Setting

The project site is located in the City of Moreno Valley north of Cottonwood Avenue, east of Nason Street, and west of Martha Crawford Street (Figure 1 and 2). The project site is located southwest of Moreno Peak, approximately one mile south of SR-60, and approximately 4.5 miles north of Lake Perris. The project site is located along an existing channel that flows south from Moreno Peak. Surrounding land uses are described in Table 1-1.

Table 1-1. Surrounding Land Uses

Title	Land Use
Project Site	Undeveloped
North	Undeveloped, Residential
East	Undeveloped
South	Residential
West	Undeveloped, Residential

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Figure 1. Project Vicinity

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Figure 2. Project Location

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SECTION 2. PROJECT DESCRIPTION

2.1 Project Background

The project site is located along an existing channel southwest of Moreno Peak in the City of Moreno Valley. This channel was constructed in an upland area in the 1960s to support runoff of agricultural irrigation. The channel crosses vacant land (parcel APN 488-180-025) north of Cottonwood Avenue and conveys flows through a 36 inch corrugated metal pipe (CMP) to a downstream channel on the south side of Cottonwood Avenue and west of residential subdivision Tract 19879. This tract drains to the same channel as the 36 inch CMP via a single 24 inch concrete pipe at the end of Cedar Court. During storm events, sediment and debris flow down the channel and blocks the 24 inch concrete pipe that drains the residential development resulting in flooding.

During the flash flood event on July 19, 2015, heavy storm flows washed off erosion, dirt, and mud to the downstream channel blocking the outlet of the 24 inch concrete pipe; then consequently created flooding for Tract 19879.

In order to avoid the catastrophic flooding, protect life and property of Tract 19879, and prepare for the rainy season this year (2017), the City of Moreno Valley is proposing the construction of an emergency interim debris basin on the north side of Cottonwood Avenue. The purpose of the basin is to retain all silt, mud, and debris so only clean water runoff would flow through the pipe without blocking the downstream channel.

On September 21, 2015, City staff met with County Supervisor Ashley and Riverside County Flood Control and Water Conservation District (District) staff to discuss the flooding issues affecting the Tract 19879 subdivision and surrounding areas, even in less than heavy rainfall amounts. The District proposed the interim basin as an emergency, short term solution for the flooding issue.

2.2 Project Objectives

The objective of the Proposed Project is to protect life and property by reducing downstream flooding due to sedimentation and debris build-up.

2.3 Project Characteristics

The proposed sedimentation basin would measure approximately 130 feet by 270 feet and would generally have 3 to 1 slopes. The basin inlet would align with the existing channel on the north side of the basin and include rip rap to protect the basin from erosion during storm events. An outlet concrete structure would be built at the southern end of the basin and connect to the existing 36 inch CMP located beneath Cottonwood Avenue. An aggregate base access ramp would be built on the east side of the basin for maintenance access (Figure 3. Site Plan).

2.4 Project Timing

It is estimated that construction of the Proposed Project would take approximately two months and start in January 2018.

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Figure 3. Project Site Plan

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2.5 Regulatory Requirements, Permits, and Approvals

The following approvals and regulatory permits would be required for implementation of the Proposed Project:

- USACE – Clean Water Act Section 404 Permit;
- RWQCB, Santa Ana Region – Clean Water Act Section 401 Permit; and
- CDFW – Streambed Alteration Agreement.

2.6 Consultation With California Native American Tribe(s)

The following California Native American tribes traditionally and culturally affiliated with the project area have been notified of the project: Agua Caliente Band of Cahuilla Indians, Morongo Band of Mission Indians, Pechanga Temecula Band of Luiseño Mission Indians, San Manuel Band of Mission Indians, Soboba Band of Luiseño Indians, Torres Martinez Desert Cahuilla Indians, and Rincon Band of Luiseño Indians. The Agua Caliente Band of Cahuilla Indians, Rincon Band of Luiseño Indians, and Pechanga Temecula Band of Luiseño Indians requested consultation pursuant to Public Resources Code section 21080.3.1. A summary of the consultation process is provided in Section 4.18 of this Initial Study.

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**SECTION 3. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED
AND DETERMINATION**

Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|---|--|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Hazards/Hazardous Materials | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Land Use and Planning | <input type="checkbox"/> Transportation/Traffic |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Noise | <input type="checkbox"/> Utilities and Service Systems |
| <input type="checkbox"/> Geology and Soils | <input type="checkbox"/> Paleontological Resources | <input type="checkbox"/> Mandatory Findings of Significance |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Population and Housing | |

Determination

On the basis of this initial evaluation:

I find that the Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

I find that although the Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

I find that the Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

I find that although the Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the Project, nothing further is required.

Signature

Date

Henry Ngo, P.E.

Printed Name

City of Moreno Valley

Agency

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SECTION 4. ENVIRONMENTAL CHECKLIST AND DISCUSSION

4.1 Aesthetics

4.1.1 Environmental Setting

Regional Setting

The City of Moreno Valley (City) lies on a relatively flat valley floor surrounded by rugged hills and mountains. The major scenic resources within the City are visible from State Route (SR) 60, the major transportation route in the area. Upon entering the City from the west, the dominant view is of the Box Springs Mountains to the immediate north and the Mount Russell foothills to the south. Moreno Peak is part of a prominent landform located south of SR-60 along Moreno Beach Drive. This landform only rises a few hundred feet above the valley floor but has a unique location near the center of the valley (City of Moreno Valley 2006b).

State Scenic Highways

The California Scenic Highway Program protects and enhances the scenic beauty of California's highways and adjacent corridors. A highway can be designated as scenic based on how much natural beauty can be seen by users of the highway, the quality of the scenic landscape, and if development impacts the enjoyment of the view (Caltrans 2017). The project site is not located along an officially designated highway.

Visual Setting

The project site is located north of Cottonwood Avenue, east of Nason Street, and west of Martha Crawford Street. The project site is located southwest of Moreno Peak, approximately one mile south of SR-60, and approximately 4.5 miles north of Lake Perris. This area is predominantly developed with residential land uses. There are several undeveloped properties immediately adjacent to the project site.

Visual Character of the Project Site

The project site is located along an existing channel north of Cottonwood Avenue. The project site contains sparsely vegetated areas of native and nonnative plant communities. The project site contains evidence of frequent human use including off-highway vehicle (OHV) tracks and illegal trash dumping to the east.

4.1.2 Aesthetics (I.) Environmental Checklist and Discussion

a) Would the project have a substantial adverse effect on a scenic vista?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project site is immediately surrounded by undeveloped land to the west, north, and east. Beyond the undeveloped land there are residential land uses in proximity to the west, north, and east, and located immediately south across Cottonwood Avenue. Scenic vistas in the project area

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include views of Moreno Peak to the northeast of the project site. The Proposed Project would build a detention basin just north of Cottonwood Avenue. The detention basin's final finish grade would be similar to the existing grade; therefore, scenic vistas of Moreno Peak would not be affected by the Proposed Project. No impact would occur.

b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project is not located along a state scenic highway (Caltrans 2017). No impact would occur.

c) Would the project substantially degrade the existing visual character or quality of the site and its surroundings?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Northerly of Cottonwood Avenue, the project site is immediately surrounded by undeveloped land that appears to have been previously used for agricultural purposes. Beyond the undeveloped land, there are residential land uses to the west and north with scattered residential to the east. Moreno Peak is located to the northeast of the project site. Residential land uses are located immediately south of Cottonwood Avenue. The construction of the debris basin, just north of Cottonwood Avenue, would not change the rural residential character of the project area. Impacts would be less than significant.

d) Would the project create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The proposed detention basin would not require lighting or includes sources of glare. As such, no impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

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4.2 Agriculture and Forestry Resources

4.2.1 Agriculture and Forestry Resources (II.) Environmental Checklist and Discussion

a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project site is not located on Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (California Department of Conservation 2014). No impact would occur.

b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project site has a General Plan land use designation of Residential 2 and a zoning designation of RA2 (City of Moreno Valley 2017), which allows a maximum residential density of 2 dwelling units per acre. No land within the City of Moreno Valley is currently under a Williamson Act contract (City of Moreno Valley 2006b). The Proposed Project is the construction of a detention basin for the management of stormwater and prevention of flooding downstream. The proposed use of the project site would be compatible with the project site's zoning. No impact would occur.

c) Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project site is zoned RA2 (City of Moreno Valley 2017). The project site is not zoned forest land or timberland. No impact would occur.

d) Would the project result in the loss of forest land or conversion of forest land to non-forest use?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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The project site is not zoned for forest land, timberland, or timberland production (City of Moreno Valley 2017). The project site is currently developed and does not contain forestland or timberland. Surrounding areas are developed with residential land uses. No impact would occur.

e) Would the project involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project site has a General Plan land use designation of Residential 2 and a zoning designation of RA2; however, the site is not currently being used for agricultural production. The project site is undeveloped. Adjacent parcels are also undeveloped. There is an existing channel that bisects the project site from north to south. The channel was constructed in the 1960s to support runoff of agricultural irrigation. The Proposed Project would construct a detention basin in alignment with this existing channel and would be compatible with the site's RA2 zoning. There are no forest lands near the project site. No impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.3 Air Quality

4.3.1 Environmental Setting

Both the U.S. Environmental Protection Agency (EPA) and the California Air Resources Board (CARB) have established ambient air quality standards for common pollutants. These ambient air quality standards are levels of contaminants representing safe levels that avoid specific adverse health effects associated with each pollutant. The ambient air quality standards cover what are called criteria pollutants because the health and other effects of each pollutant are described in criteria documents. Areas that meet ambient air quality standards are classified as attainment areas, while areas that do not meet these standards are classified as nonattainment areas.

CARB divides the state into air basins that share similar meteorological and topographical features. Moreno Valley lies in the South Coast Air Basin (SoCAB), which includes the non-desert portions of Los Angeles, Riverside, and San Bernardino counties and all of Orange County. The air quality in the SoCAB is regulated by the South Coast Air Quality Management District (SCAQMD). The air basin is on a coastal plain with connecting broad valleys and low hills and is bounded by the Pacific Ocean on the southwest, with high mountains forming the remainder of the perimeter (SCAQMD 1993). The Riverside County portion of the SoCAB is designated as a nonattainment area for the federal ozone and fine particulate matter (PM_{2.5}) standards and is also a nonattainment area for the state standards for ozone, coarse particulate matter (PM₁₀), and PM_{2.5} standards (CARB 2016).

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4.3.2 Air Quality (III.) Environmental Checklist and Discussion

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

As part of its enforcement responsibilities, the EPA requires each state with nonattainment areas to prepare and submit a State Implementation Plan (SIP) that demonstrates the means to attain the federal standards. The SIP must integrate federal, state, and local plan components and regulations to identify specific measures to reduce pollution in nonattainment areas, using a combination of performance standards and market-based programs. Similarly, under state law, the California Clean Air Act requires an air quality attainment plan to be prepared for areas designated as nonattainment with regard to the federal and state ambient air quality standards. Air quality attainment plans outline emissions limits and control measures to achieve and maintain these standards by the earliest practical date.

In order to reduce emissions for which the SoCAB is in nonattainment, the SCAQMD has adopted the 2016 Air Quality Management Plan (AQMP), which establishes a program of rules and regulations directed at reducing air pollutant emissions and achieving state (California) and national ambient air quality standards. The 2016 AQMP is a regional and multi-agency effort including the SCAQMD, CARB, the Southern California Association of Governments (SCAG), and the EPA. The 2016 AQMP pollutant control strategies are based on the latest scientific and technical information and planning assumptions, including the 2016 Regional Transportation Plan/Sustainable Communities Strategy, updated emission inventory methodologies for various source categories, and SCAG’s latest growth forecasts. SCAG’s latest growth forecasts were defined in consultation with local governments and with reference to local general plans. The Proposed Project is subject to the SCAQMD’s Air Quality Management Plan.

According to the *CEQA Air Quality Handbook*, in order to determine consistency with the SCAQMD AQMP, two main criteria must be addressed.

Criterion 1:

With respect to the first criterion, SCAQMD methodologies require that an air quality analysis for a project include forecasts of project emissions in relation to contributing to air quality violations and delay of attainment.

a) Would the project result in an increase in the frequency or severity of existing air quality violations?

Because the consistency criteria identified under the first criterion pertain to pollutant concentrations, rather than to total regional emissions, an analysis of the project’s pollutant emissions relative to localized pollutant concentrations is used as the basis for evaluating project consistency. As discussed in Response 4.3(d), below, localized concentrations of carbon monoxide (CO), nitrogen oxides (NO_x), and particulate matter (PM₁₀ and PM_{2.5}) would be less than significant. Therefore, the Proposed Project would not result in an increase in the frequency or severity of existing air quality violations. Because reactive organic gasses (ROG) are not a criteria pollutant, there is no ambient standard or localized threshold for ROGs. Due to the role ROG plays in ozone

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formation, it is classified as a precursor pollutant and only a regional emissions threshold has been established.

b) Would the project cause or contribute to new air quality violations?

As discussed in Response 4.3(b), the Proposed Project would result in emissions that would be below the SCAQMD thresholds. Therefore, the Proposed Project would not have the potential to cause or affect a violation of the ambient air quality standards.

c) Would the project delay timely attainment of air quality standards or the interim emissions reductions specified in the AQMP?

The Proposed Project would result in less than significant impacts with regard to localized concentrations during project construction. As such, the Proposed Project would not delay the timely attainment of air quality standards or AQMP emissions reductions.

Criterion 2:

With respect to the second criterion for determining consistency with SCAQMD and SCAG air quality policies, it is important to recognize that air quality planning within the SoCAB focuses on attainment of ambient air quality standards at the earliest feasible date. Projections for achieving air quality goals are based on assumptions regarding population, housing, and growth trends. Thus, the SCAQMD's second criterion for determining project consistency focuses on whether or not the Proposed Project exceeds the assumptions utilized in preparing the forecasts presented in the AQMP. Determining whether or not a project exceeds the assumptions reflected in the AQMP involves the evaluation of the three criteria outlined below. The following discussion provides an analysis of each of these criteria.

a) Would the project be consistent with the population, housing, and employment growth projections utilized in the preparation of the AQMP?

A project is consistent with the AQMP in part if it is consistent with the population, housing, and employment assumptions that were used in the development of the AQMP. In the case of the *2016 Air Quality Management Plan (2016 AQMP)*, three sources of data form the basis for the projections of air pollutant emissions: the *City of Moreno Valley General Plan (General Plan)*, SCAG's *Growth Management Chapter of the Regional Comprehensive Plan and Guide (RCPG)*, and SCAG's *2016 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)*. The RTP/SCS also provides socioeconomic forecast projections of regional population growth. The Proposed Project involves the improvement of stormwater management through the implementation of a sedimentation/debris basin which is not a trip generating land use. Rather, the Proposed Project would address existing stormwater management deficiencies and implement improvements consistent with the General Plan to protect life and property by reducing downstream flooding due to sedimentation and debris build-up. Therefore, the Proposed Project would be considered consistent with the General Plan. Furthermore, the Proposed Project does not involve any uses that would increase population beyond what is considered in the General Plan and, therefore, would not affect City-wide plans for population growth. Thus, the Proposed Project is consistent with the types, intensity, and patterns of land use envisioned for the City in the RCPG. The population, housing, and employment forecasts, which are adopted by SCAG's Regional Council, are based on the local plans and policies applicable to the City; these are used by SCAG in all phases of implementation and review. Additionally, as the SCAQMD has incorporated these same projections

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into the 2016 AQMP, it can be concluded that the Proposed Project would be consistent with the projections.

b) Would the project implement all feasible air quality mitigation measures?

The Proposed Project would result in less than significant air quality impacts. Compliance with emission reduction measures identified by the SCAQMD would be required as identified in Response 4.3(b). As such, the Proposed Project meets this AQMP consistency criterion.

c) Would the project be consistent with the land use planning strategies set forth in the AQMP?

The Proposed Project would serve to implement City of Moreno Valley goals to manage stormwater in the area. The Proposed Project is located within a developed portion of the City that has been subjected to a flash flood event. On September 21, 2015, City staff met with County Supervisor Ashley and staff from the District to discuss the flooding issues affecting the surrounding areas, even in less than heavy rainfall amounts. The District proposed the interim basin as an emergency, short term solution for the flooding issue. Therefore, the City of Moreno Valley is proposing the construction of the emergency interim debris basin on the north side of Cottonwood Avenue.

In conclusion, the determination of AQMP consistency is primarily concerned with the long-term influence of a project on air quality in the SoCAB. The Proposed Project would not result in a long-term impact on the region’s ability to meet State and Federal air quality standards. As discussed above, the Proposed Project’s long-term influence would also be consistent with the goals and policies of the AQMP and is, therefore, considered consistent with the SCAQMD’s 2016 AQMP.

b) Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Proposed Project would introduce additional construction source emissions, which would adversely affect regional air quality. Short -term operational emissions associated with the Proposed Project were quantified using the California Emissions Estimator Model (CalEEMod) land use emissions model (see Appendix A for model data outputs). These quantified emissions projections were then compared with the significance thresholds established by the SCAQMD.

Construction Impacts

Construction activities would primarily involve earthwork. Construction of the Proposed Project is anticipated to commence in November 2017 and be completed within 2 months. Construction activities would require the export of approximately 2,400 cubic yards of soil.

Table 4.3-1 depicts the construction emissions associated with the project. Emitted pollutants would include ROG, CO, NO_x, PM₁₀, and PM_{2.5}. PM₁₀ and PM_{2.5}. Emissions would occur from fugitive dust (due to earthwork and excavation) and from construction equipment exhaust. The majority of PM₁₀ and PM_{2.5} emissions would be generated by fugitive dust from earthwork activities. Exhaust emissions from construction activities include emissions associated with the transport of machinery

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and supplies to and from the project site, emissions produced on-site as the equipment is used, and emissions from trucks transporting materials to and from the site.

As depicted in Table 4.3-1, construction-related emissions would not exceed the established SCAQMD thresholds for criteria pollutants. Therefore, construction-generated emissions would be less than significant.

Table 4.3-1. Construction-Generated Air Pollutant Emissions

Source	Pollutant (pounds/day)				
	ROG	NOx	CO	PM ₁₀	PM _{2.5}
Construction Activities	0.87	17.00	11.5	3.09	1.77
<i>SCAQMD Thresholds</i>	75	100	550	150	150
Threshold Exceeded?	No	No	No	No	No

Source: Emissions were calculated by ECORP Consulting using the California Emissions Estimator Model, as recommended by the SCAQMD.

Notes: ROG = reactive organic gases; NO_x = nitrogen oxides; CO = carbon monoxide; PM₁₀ = particulate matter up to 10 microns; PM_{2.5} = particulate matter up to 2.5 microns

Long-Term Operational Impacts

The Proposed Project would not include the provision of new permanent stationary or mobile sources of emissions, and therefore, by its very nature, would not generate quantifiable criteria emissions from project operations. The Proposed Project does not propose any buildings and therefore no permanent source or stationary source emissions. Once the Proposed Project is completed, there would be no resultant increase in automobile trips to the area because the improved facilities would not require daily visits. While it is anticipated that the Proposed Project would require intermittent maintenance to be conducted by City staff, such maintenance would be minimal requiring a negligible amount of traffic trips on an annual basis. Impacts in this regard would be less than significant.

c) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Cumulative Construction Impacts

With respect to the Proposed Project’s construction-period air quality emissions and cumulative SoCAB-wide conditions, the SCAQMD has developed strategies to reduce criteria pollutant emissions outlined in the 2016 AQMP pursuant to Federal Clean Air Act mandates. As such, the Proposed Project would comply with SCAQMD Rule 403 requirements. Rule 403 requires that fugitive dust be controlled with the best available control measures in order to reduce dust so that it does not remain visible in the atmosphere beyond the property line of the Proposed Project. In addition, the Proposed Project would comply with adopted 2016 AQMP emissions control measures. Per SCAQMD rules and mandates, as well as the CEQA requirement that significant impacts be mitigated to the

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extent feasible, these same requirements (i.e., Rule 403 compliance, the implementation of all feasible mitigation measures, and compliance with adopted AQMP emissions control measures) would also be imposed on construction projects throughout the SoCAB, which would include related projects.

The Proposed Project would comply with SCAQMD rules and regulations and the Proposed Project’s construction-related impacts would be less than significant level. Thus, it can be reasonably inferred that the Proposed Project-related construction emissions, in combination with those from other projects in the area, would not substantially deteriorate the local air quality. Thus, a less than significant impact would occur.

Cumulative Long-Term Impacts

As discussed previously, the Proposed Project would not result in long-term air quality impacts, since it is not considered a trip generating land use. Additionally, adherence to SCAQMD rules and regulations would alleviate potential impacts related to cumulative conditions on a project-by-project basis. Emission reduction technology, strategies, and plans are constantly being developed. As a result, the Proposed Project would not contribute a cumulatively considerable net increase of any nonattainment criteria pollutant. Therefore, cumulative operational impacts associated with implementation of the Proposed Project would be less than significant.

d) Would the project expose sensitive receptors to substantial pollutant concentrations?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Sensitive receptors are defined as facilities or land uses that include members of the population that are particularly sensitive to the effects of air pollutants, such as children, the elderly, and people with illnesses. Examples of these sensitive receptors are residences, schools, hospitals, and daycare centers. The California Air Resources Board (CARB) has identified the following groups of individuals as the most likely to be affected by air pollution: the elderly over 65, children under 14, athletes, and persons with cardiovascular and chronic respiratory diseases such as asthma, emphysema, and bronchitis.

Sensitive receptors closest to the project site include residents to the south across Cottonwood Avenue. In order to identify impacts to sensitive receptors, the SCAQMD recommends addressing localized significance thresholds for construction and operations impacts (area sources only).

Localized Significance Thresholds (LST)

Localized Significance Thresholds (LSTs) were developed in response to SCAQMD Governing Boards' Environmental Justice Enhancement Initiative (I-4). The SCAQMD provided the *Final Localized Significance Threshold Methodology* (dated June 2003 [revised 2008]) for guidance. The LST methodology assists lead agencies in analyzing localized impacts associated with project-specific level Proposed Projects. The SCAQMD provides the LST lookup tables for one, two, and five acre projects emitting CO, NO_x, PM_{2.5}, or PM₁₀. The LST methodology and associated mass rates are not designed to evaluate localized impacts from mobile sources traveling over the roadways. The project is located within Sensitive Receptor Area (SRA) 24, Perris Valley.

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The Proposed Project would disturb approximately 0.81 acres; therefore, the LST threshold value for a one acre construction were sourced from the LST lookup tables. It is noted that an operational LST analysis was not prepared, as the Proposed Project would not result in operational emissions. The closest sensitive receptors to the project site are residential uses (front yards) south of the project site, across Cottonwood Avenue at approximately 60 feet distance (18 meters). These sensitive land uses may be potentially affected by air pollutant emissions generated during on-site construction activities. LST thresholds are provided for distances to sensitive receptors of 25, 50, 100, 200, and 500 meters. Notwithstanding, the SCAQMD Methodology explicitly states: "It is possible that a project may have receptors closer than 25 meters. Projects with boundaries located closer than 25 meters to the nearest receptor should use the LSTs for receptors located at 25 meters." Therefore, LSTs for receptors located at 25 meters were utilized in this analysis.

Table 4.3-2 shows the construction-related emissions for NO_x, CO, PM₁₀, and PM_{2.5} compared to the LSTs for SRA 24, Perris Valley. As shown in Table 4.3-2, construction emissions would not exceed the LSTs for SRA 24. Therefore, localized impacts from construction would be less than significant.

Table 4.3-2. Localized Significance Emissions

Source	Pollutant (pounds/day)			
	NO _x	CO	PM ₁₀	PM _{2.5}
Construction Activities	9.05	10.29	2.54	1.59
<i>SCAQMD Localized Significance Thresholds</i>	147	602	4	3
Threshold Exceeded?	No	No	No	No

Source: Emissions were calculated by ECORP Consulting using the California Emissions Estimator Model, as recommended by the SCAQMD.

Notes: The Localized Significance Threshold was determined using Appendix C of the SCAQMD Final Localized Significant Threshold Methodology guidance document for pollutants NO_x, CO, PM₁₀, and PM_{2.5}. The Localized Significance Threshold was based on the size of the construction site, the distance to sensitive receptors, and the source receptor area (SRA 24).

NO_x = nitrogen oxides; CO = carbon monoxide; PM₁₀ = particulate matter up to 10 microns; PM_{2.5} = particulate matter up to 2.5 microns

Carbon Monoxide Hotspots

CO emissions are a function of vehicle idling time, meteorological conditions, and traffic flow. Under certain extreme meteorological conditions, CO concentrations near a congested roadway or intersection may reach unhealthful levels (i.e., adversely affecting residents, school children, hospital patients, the elderly, etc.).

The SoCAB is designated as an attainment/maintenance area for the Federal CO standards and an attainment area for State standards. There has been a decline in CO emissions even though vehicle miles traveled on U.S. urban and rural roads have increased. On-road mobile source CO emissions have declined 24 percent between 1989 and 1998, despite a 23 percent rise in motor vehicle miles traveled over the same 10 years. California trends have been consistent with national trends; CO emissions declined 20 percent in California from 1985 through 1997 while vehicle miles traveled increased 18 percent in the 1990s. Three major control programs have contributed to the reduced per-vehicle CO emissions: exhaust standards, cleaner burning fuels, and motor vehicle inspection/maintenance programs.

A detailed CO analysis was conducted in the *Federal Attainment Plan for Carbon Monoxide (CO Plan)* for the SCAQMD's *2003 Air Quality Management Plan*. The locations selected for microscale modeling in the CO Plan are worst-case intersections in the Basin, and would likely experience the highest CO concentrations. Thus, CO analysis within the CO Plan is utilized in a comparison to the

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Proposed Project, since it represents a worst-case scenario with heavy traffic volumes within the SoCAB.

Of these locations, the Wilshire Boulevard/Veteran Avenue intersection in Los Angeles experienced the highest CO concentration (4.6 parts per million [ppm]), which is well below the 35-ppm 1-hr CO Federal standard. The Wilshire Boulevard/Veteran Avenue intersection is one of the most congested intersections in Southern California with an average daily traffic (ADT) volume of approximately 100,000 vehicles per day. As the CO hotspots were not experienced at the Wilshire Boulevard/Veteran Avenue intersection, it can be reasonably inferred that CO hotspots would not be experienced at any intersections within the City of Moreno Valley near the project site due to the lower volume of traffic experienced in Moreno Valley. Additionally, the Proposed Project would not generate any new traffic trips and average daily trips would be the same with and without project implementation.

For the reasons described, impacts would be less than significant in this regard.

e) Would the project create objectionable odors affecting a substantial number of people?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

According to the SCAQMD CEQA Air Quality Handbook, land uses associated with odor complaints typically include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding. The Proposed Project does not include any uses identified by the SCAQMD as being associated with odors.

Construction activities associated with the Proposed Project may generate detectable odors from heavy-duty equipment exhaust. Construction-related odors would be short-term in nature and cease upon project completion. Any impacts to existing adjacent land uses would be short-term and are less than significant.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.4 Biological Resources

A Biological Resources Survey, Jurisdictional Delineation, Burrowing Owl Habitat Assessment, and Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Consistency Analysis Report was completed for the Proposed Project (ECORP 2017a). The results of this report are summarized below.

4.4.1 Environmental Setting

The project site contains sparsely vegetated areas of native and nonnative plant communities. The project site contained evidence of frequent human use including: OHV tracks spurring off of the dirt roads running through the project site, and trash dumping to the east. Overall, the project site is moderately disturbed.

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Vegetation Communities

Two vegetation communities or land cover types were identified on the project site: fiddleneck fields (*Amsinckia menziesii* Herbaceous Alliance) and cheatgrass grassland (*Bromus tectorum* Semi-Natural Herbaceous Stands). A drainage channel is also present on the project site crossing it from north to south. The drainage channel itself is classified as disturbed/developed. Additionally, north of the project site (offsite) are stands of black willow thickets (*Salix gooddingii* Woodland Alliance).

Wildlife

Wildlife observed during the field survey was typical for the habitat present and the time of the year that the survey was conducted. Species observed included California towhee (*Pipilo crissalis*), common raven (*Corvus corax*), white-crowned sparrow (*Zonotrichia leucophrys*), Anna's hummingbird (*Calypte anna*), and American crow (*Corvus brachyrhynchos*). Other species expected to occur include western fence lizard (*Sceloporus occidentalis*), gopher snake (*Pituophis catenifer*), California ground squirrel (*Otospermophilus beecheyi*), and deer mouse (*Peromyscus maniculatus*).

Soils

Soils on the project site were determined to be made of a single map unit, Hanford coarse sandy loam, two to eight percent slopes. Hanford soil series drains well and is not considered to be a hydric soil (ECORP 2017a).

Potential Waters of the U.S.

As previously mentioned a drainage channel crosses the project site north to south. The channel is connected to the storm drain system south of Cottonwood Avenue. The storm drain system ultimately connects to various channels and to the San Jacinto River, which flows to Lake Elsinore.

Special-Status Plants

No special-status plant species were observed on the project site or in the vicinity (ECORP 2017a). Special-status plant species are not expected to occur on site due to the amount of disturbance present.

Special-Status Wildlife

No special-status wildlife species were observed on the project site (ECORP 2017a). Although several special-status species have the potential to occur on site, most of these species are covered under the MSHCP and require no further action. The exceptions to this include nesting bird species and the burrowing owl, discussed below.

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4.4.2 Biological Resources (IV.) Environmental Checklist and Discussion

<p>a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?</p>	<p>Potentially Significant Impact</p>	<p>Less than Significant With Mitigation Incorporated</p>	<p>Less than Significant Impact</p>	<p>No Impact</p>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

No special-status wildlife or plant species were observed on the project site during the field survey (ECORP 2017a). The project site contains habitat for nesting birds and burrowing owls, and surveys for these species are required in accordance with the MSHCP.

Nesting Birds. Vegetation on the project site and in adjacent areas provide habitat for nesting birds. Nesting birds are protected under both the Migratory Bird Treaty Act (MBTA) and the California Fish and Game Code (Sections 3503, 3503.5, 3513, and 3800) and cannot be subjected to take (as defined in California Fish and Game Code) during the bird breeding season, which typically runs from March through August. If construction of the Proposed Project occurs during the bird breeding season, ground-disturbing construction activities could directly affect native and nongame birds and their nests through direct removal of nests and indirectly through increased noise disturbances. Impacts would be less than significant with the implementation of Mitigation Measure BIO-1.

Burrowing Owls. The project site is located within a MSHCP survey area for burrowing owl. The project site contains suitable burrowing owl habitat (open, flat, and sparsely vegetated areas). No burrows suitable in size or shape and no evidence of either burrowing owls or burrowing owl sign (pellets, whitewash, bones of prey items feathers, carcasses) were observed during the field survey (ECORP 2017a). However, because suitable burrowing owl habitat is present there is a possibility for burrowing owls to inhabit the project site prior to construction. If owls are present on the project site, ground disturbing activities can result in significant impacts from the accidental take of owls. With the implementation of Mitigation Measure BIO-2 impacts would be less than significant.

Mitigation Measures

BIO-1: Nesting Birds: To ensure compliance with the MBTA and Section 3503.5 of the California Fish and Game Code, and to avoid any potential impacts to special-status bird species that may occur in the project vicinity, construction activities shall be conducted outside the bird nesting bird season (March to August) to the extent possible to avoid any potential disturbance of avian breeding activities. If vegetation removal, clearing, and/or grading for the Proposed Project is conducted during the bird nesting season (March to August), then construction will be limited in the vicinity of any active nests per the recommendations of a qualified biologist. Three days prior to the onset of construction activities, a qualified biologist shall survey for the presence of any active bird nests within the limits of the project. If no active nests are found, no further mitigation would be required. However, any active nest found during survey efforts shall be mapped on the construction plans, and an appropriate buffer area (minimum 200 feet in every direction) shall be established around any active nest. This buffer shall be set at the discretion of the Project Biologist. Encroachment into the buffer area shall not be allowed until the nest is vacated.

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Construction within the buffer area may resume after a qualified biologist has determined that fledglings have left the nest.

BIO-2: Burrowing Owls: A focused pre-construction burrowing owl survey shall be conducted prior to construction in accordance with the Burrowing Owl Survey Instructions of the Western Riverside County MSHCP. This survey is to be conducted within 30 days prior to ground disturbance. After the pre-construction burrowing owl survey has been completed, a survey report will be prepared in accordance with the MSHCP 30-day Pre-construction Burrowing Owl Survey Report Format (August 7, 2006). If no burrowing owls are located, then construction may proceed. Construction activities must begin within 30 days after the survey, or another survey will need to be conducted. If an active burrowing owl burrow (with burrowing owls) is found during the pre-construction survey, the burrow must be avoided while it is occupied by owls or the owls must be relocated in consultation with the CDFW. Avoidance of the active burrow will entail establishment of a "no work" buffer around the active burrow(s). The buffer distance will be established at the discretion of the Project Biologist, according to the location of the burrow, topography, and other biological factors. Typically the buffer will be a minimum of 300 feet and no more than 500 feet. No construction activities shall be allowed with the buffer area until the nest is no longer active and all young owls have fledged. As an alternative to complete burrow avoidance, the City may contact CDFW regarding passive relocation of burrowing owls. Passive relocation generally entails CDFW approval of a relocation plan and the relocation must be conducted during the owl non-breeding season (September 1 through February 28).

b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project site does not contain any riparian areas, vernal pool habitats, or suitable habitat for fairy shrimp. The project site does not support wetland soils or vegetation. No other sensitive natural communities were identified on the project site (ECORP 2017a). No impact would occur.

c) Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

As previously stated no riparian, wetlands, or vernal pool habitats were identified on the project site. One unvegetated channel was recorded on the project site. The channel crosses the project site north to south and is connected to the storm drain system south of Cottonwood Avenue. The storm drain system ultimately connects to various channels and to the San Jacinto River, which flows to Lake Elsinore.

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The United States Army Corps of Engineers (USACE) maintains jurisdiction over Lake Elsinore. Therefore, the drainage feature within the project site is potentially jurisdictional to the USACE as a water of the U.S., because of its connectivity downstream. Because this drainage feature is potentially under the jurisdiction of the USACE, it is also jurisdictional to the Santa Ana Regional Water Quality Control Board (RWQCB) pursuant to the CWA Section 401. The total acreage and linear feet of this feature that is jurisdictional to the USACE and RWQCB is 0.18 acre and 310 linear feet.

According to the California Fish and Game Code, Section 1600, the feature mentioned above is considered CDFW jurisdictional (non-vegetated streambed). The total acreage and linear feet of this feature that is jurisdictional to the CDFW is 0.18 acre and 310 linear feet.

The proposed basin would align with the channel on the project site. Therefore, ground disturbing activities (excavation, grading) during construction would impact this jurisdictional feature. With the implementation of Mitigation Measure BIO-3 impacts would be less than significant.

Mitigation Measures

BIO-3: Regulatory Permitting: Prior to the commencement of project construction activities that will impact the jurisdictional drainage on the project site, authorization for impacts shall be acquired through the permitting process from the USACE, RWQCB, and CDFW pursuant to the CWA Section 404 and 401 and California Fish and Game Code Section 1600, respectively. Project specific mitigation for impacts to features jurisdictional to state and federal agencies will be determined during the permitting process.

d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

A wildlife corridor is defined as a linear landscape element which serves as a linkage between historically connected habitats/natural areas, and is meant to facilitate movement between these natural areas. The site is located along a natural wildlife corridor, a stream channel. However, the Proposed Project involves temporary construction activities. A less than significant impact would occur.

e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project has been designed to minimize tree removals. The City of Moreno Valley Municipal Code Section 9.17.040 (Street Trees) list approved species of trees for major streets and specifies where streets shall be planted. The Proposed Project would not conflict with Municipal Code Section 9.17.040 because no street trees would be removed or installed as part of the Proposed Project. No impact would occur.

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f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The project site was reviewed to determine consistency with the MSHCP. The Riverside County Integrated Project (RCIP) Conservation Summary Report Generator was queried to determine habitat assessment, potential survey requirements, and whether any additional species requirements exist for the project site. The project site was located within the study area for the Western Riverside MSHCP, within the Reche Canyon/Badlands Area Plan, but outside of any Criteria Cells or Subunit designations.

Section 6.1.2 Riparian/Riverine, Vernal Pool, and Fairy Shrimp

Every biological assessment of lands within the MSHCP must also comply with requirements to assess the potential for riparian/riverine areas, vernal pool habitats, and fairy shrimp. The project site does not contain any riparian areas, vernal pool habitats, or suitable habitat for fairy shrimp. There were no features that met the MSHCP definition for vernal pools and the site does not support wetland soils or vegetation. No riparian, vernal pool, and fairy shrimp impacts would occur.

Section 6.1.3 Narrow Endemic Plant Species

The project site is not located within any of the MSHCP Narrow Endemic Plant Species Survey Areas.

Section 6.3.2 Criteria Area Species

The project site was within only one Criteria Area Species Survey Area under the MSHCP - burrowing owl. The project site was found to contain suitable burrowing owl habitat during the habitat assessment; however, no potential burrowing owl burrows were observed. Impacts to burrowing owls are discussed in question a) of this section. With the implementation of Mitigation Measure B-2 impacts to burrowing owls would be less than significant.

Section 6.1.4 Urban/Wildlands Interface Guidelines

The requirements for Urban/Wildlands Interface do not apply to this project site because it is not located adjacent to any MSHCP Conservation Areas. The project site is relatively isolated from larger, contiguous blocks of native habitat and completely surrounded by residential development and other anthropogenic land use; therefore, net long-term increase of edge impacts are not expected as a result of this project. No impacts related to urban/wildlands interface would occur.

4.5 Cultural Resources

A Cultural Resources Assessment was prepared by ECORP Consulting, Inc. for the Proposed Project to determine if cultural resources were present in or adjacent to the project area and assess the sensitivity of the project area for undiscovered or buried cultural resources (ECORP 2017b). The Cultural Resources Assessment consisted of a cultural resources records search, Native American Heritage Commission (NAHC) Sacred Lands File search, and field survey of the one-acre Proposed Project's Area of Potential Effect (APE).

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4.5.1 Cultural Resources (V.) Environmental Checklist and Discussion

a) Would the project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A cultural resources records search was conducted at the Eastern Information Center (EIC), University of California Riverside in June 2017, using the California Historical Resources Information System. The records search results indicated that 47 cultural resources have been documented within a one-mile radius of the APE. No previously recorded resources were located within the APE. While there have been 25 cultural investigations previously conducted within a one-mile radius of the APE between 1976 and 2014; no previous cultural resources surveys took place within the project area. An intensive systematic pedestrian survey of the one-acre APE was conducted on June 14, 2017. This survey consisted of walking east-west transects with 15-meter intervals between each transect across the entire APE. As a result of the intensive pedestrian survey, no cultural resources were identified within the APE. Although no cultural resources were identified in the APE as a result of the records search and field survey, there always remains the potential for ground-disturbing activities to expose previously unrecorded cultural resources, which may include tribal cultural resources (TCRs). In order to reduce the potential impact of the Proposed Project on unanticipated cultural resources found during project construction, mitigation measures CR-1 through CR-6 have been developed to reduce the potential impacts of the Proposed Project to a less than significant level.

Mitigation Measures

CR-1: Prior to the issuance of a grading permit, the City shall retain a professional archaeologist to conduct monitoring of all mass grading and trenching activities. The Project Archaeologist shall have the authority to temporarily redirect earthmoving activities in the event that suspected archaeological resources are unearthed during Project construction. The Project Archaeologist, in consultation with the Monitoring Tribe(s), the contractor, and the City, shall develop a Cultural Resources Monitoring Plan (CRMP) to address the details, timing and responsibility of all archaeological and cultural activities that will occur on the project site. Details in the Plan shall include:

- d. Project grading and development scheduling;
- e. The Project archeologist and the Monitoring Tribes(s) shall attend the pre-grading meeting with the City, the construction manager and any contractors and will conduct a mandatory Cultural Resources Worker Sensitivity Training to those in attendance. The Training will include a brief review of the cultural sensitivity of the Project and the surrounding area; what resources could potentially be identified during earthmoving activities; the requirements of the monitoring program; the protocols that apply in the event inadvertent discoveries of cultural resources are identified, including who to contact and appropriate avoidance measures until the find(s) can be properly evaluated; and any other appropriate protocols. All new construction personnel that will conduct earthwork or grading activities that begin work on the Project following the initial Training must take the Cultural Sensitivity Training prior to beginning work and the Project archaeologist and Monitoring Tribe(s) shall make themselves available to provide the training on an as-needed basis.

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- f. The protocols and stipulations that the contractor, City, Monitoring Tribe(s) and Project archaeologist will follow in the event of inadvertent cultural resources discoveries, including any newly discovered cultural resource deposits that shall be subject to a cultural resources evaluation

CR-2: Prior to the issuance of a grading permit, the City of Moreno Valley shall secure agreements with the Pechanga Band of Luiseño Indians and Soboba Band of Luiseño Indians for tribal monitoring. The City is also required to provide a minimum of 30 days advance notice to the tribes of all mass grading and trenching activities. The Native American Tribal Representatives shall have the authority to temporarily halt and redirect earth moving activities in the affected area in the event that suspected archaeological resources are unearthed. If the Native American Tribal Representatives suspect that an archaeological resource may have been unearthed, the Project Archaeologist or the Tribal Representatives shall immediately redirect grading operations in a 100-foot radius around the find to allow identification and evaluation of the suspected resource. In consultation with the Native American Tribal Representatives, the Project Archaeologist shall evaluate the suspected resource and make a determination of significance pursuant to California Public Resources Code Section 21083.2. If the resource is significant, Mitigation Measure CR-3 shall apply.

CR-3: If archaeological resource(s) is discovered on the property, a treatment plan shall be prepared by the Project Archaeologist and expeditiously reviewed by the interested Native American Tribal Representatives and the City Planning Division and implemented by the Project Archaeologist to protect the identified archaeological resource(s) from damage and destruction. If a significant archaeological resource(s) is discovered on the property, ground disturbing activities shall be temporarily suspended 100 feet around the resource(s) until a treatment plan is implemented. The Project Archaeologist, interested Native American Tribal Representatives, and the City Planning Division shall confer regarding mitigation of the discovered resource(s).

CR-4: In the event that Native American cultural resources are discovered during the course of grading, the following procedures shall be carried out for treatment and final disposition of the discoveries:

- a) The landowner(s) shall relinquish ownership of all cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to cultural resources. The artifacts shall be relinquished through one or more of the following methods and evidence of such shall be provided to the City of Moreno Valley Planning Department:
- i. Accommodate the process for Preservation-In-Place/Onsite reburial of the discovered items with the consulting Native American tribes or bands, as detailed in the treatment plan prepared by the Project Archaeologist under Mitigation Measure CR-3. This shall include measures and provisions to protect the future reburial area from any future impacts. Reburial shall not occur until all cataloging and basic recordation have been completed;

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- ii. A curation agreement with an appropriate qualified repository within Riverside County that meets federal standards per 36 CFR Part 79; therefore, the resources would be professionally curated and made available to other archaeologists/researchers for further study. The collections and associated records shall be transferred, including title, to an appropriate curation facility within Riverside County, to be accompanied by payment of the fees necessary for permanent curation;
- iii. For purposes of conflict resolution, if more than one Native American tribe or band is involved with the project and cannot come to an agreement as to the disposition of cultural materials, they shall be curated at the Western Science Center by default.

CR-5: The City shall verify that the following note is included on the Grading Plan:

"If any suspected archaeological resources are discovered during ground-disturbing activities and the Project Archaeologist or Native American Tribal Representatives are not present, the construction supervisor is obligated to halt work in a 100-foot radius around the find and call the Project Archaeologist and the Tribal Representatives to the site to assess the significance of the find."

CR-6: If potential historic or cultural resources are uncovered during excavation or construction activities at the project site, work in the affected area must cease immediately and a qualified person meeting the Secretary of the Interior's standards (36CFR61), Tribal Representatives, and all site monitors per the Mitigation Measures, shall be consulted by the City to evaluate the find, and as appropriate recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, or prehistoric resource. Determinations and recommendations by the consultant shall be immediately submitted to the Planning Division for consideration, and implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

No archaeological resources have been previously recorded on the site and none were recorded during the field survey (ECORP 2017b). However, there remains the possibility that the Proposed Project may impact unknown buried archaeological resources as a result of ground disturbing construction activities. With the implementation of Mitigation Measures CR-1 to CR-5 impacts would be less than significant.

c) Would the project disturb any human remains, including those interred outside of dedicated cemeteries?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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No formal cemeteries are located in or near the project area. Most Native American human remains are found in prehistoric archaeological sites. No prehistoric archaeological sites have been recorded within the project area. No impacts to human remains are anticipated; however, if any are encountered during grading activities, impacts would be significant. Implementation of Mitigation Measure CR-7 below would reduce potential impacts to a less than significant level.

Mitigation Measures

CR-7: If human remains are discovered, no further disturbance shall occur in the affected area until the County Coroner has made necessary findings as to origin. If the County Coroner determines that the remains are potentially Native American, the California Native American Heritage Commission shall be notified within 5-days of the published finding to be given a reasonable opportunity to identify the "most likely descendant". The "most likely descendant" shall then make recommendations, and engage in consultations concerning the treatment of the remains (California Public Resources Code 5097.98). (GP Objective 23.3, CEQA).

4.6 Geology and Soils

4.6.1 Environmental Setting

Geomorphic Setting

The City of Moreno Valley is situated along a valley floor bounded by the hills and mountains of the Badlands to the east, SR-215 to the west, Box Springs Mountains to the north, and the mountains of the Lake Perris State Recreation Area to the south. The City lies primarily on bedrock known as the Perris Block. The Perris Block is a large mass of granitic rock generally bounded by the San Jacinto Fault, the Elsinore Fault, the Santa Ana River and a non-defined southeast boundary (City of Moreno Valley 2006b)

Regional Seismicity and Fault Zones

An active fault, according to California Department of Conservation, Division of Mines and Geology, is a fault that has indicated surface displacement within the last 11,000 years. A fault that has not shown geologic evidence of surface displacement in the last 11,000 years is considered inactive.

The San Jacinto fault passes through the eastern portion of the City. The San Jacinto fault is considered to be the most active fault in Southern California. An Alquist-Priolo Special Fault Zone has been established for the San Jacinto fault. The Casa Loma fault (a fault strand of the San Jacinto fault) lies 1.5 miles southwest of the San Jacinto fault in the southeast corner of the City (City of Moreno Valley 2006b).

Soils

The project site is primarily underlain by Hanford coarse sandy loam (2 to 8 percent slopes) soils (NRCS 2017). Soils within the Hanford-Tujunga-Greenfield association have poor to fair soil stability properties and are considered to be potentially expansive (City of Moreno Valley 2006b).

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4.6.2 Geology and Soils (VI.) Environmental Checklist and Discussion

<p>a) Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:</p> <p>i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.</p>	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>ii) Strong seismic ground shaking?</p>	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>iii) Seismic-related ground failure, including liquefaction?</p>	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>iv) Landslides?</p>	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

i and ii) There are no known earthquake faults that traverse the project site or earthquake fault zones that include the project site (City of Moreno Valley 2006b). The closest fault to the project site is the San Jacinto Fault located approximately 3.5 miles northeast of the project site. Just like most of southern California, in the event of an earthquake strong ground shaking is expected to occur on the project site. No habitable structures would be constructed for the Proposed Project. Design and construction of the basin would comply with current codes and standards which would reduce the risk of loss, injury, or death resulting from strong ground-shaking. Impacts would be less than significant.

iii) Liquefaction is a phenomenon where water-saturated granular soil loses shear strength during strong ground shaking produced by earthquakes. The loss of soil strength occurs when cyclic pore water pressure increases below the groundwater surface. Potential hazards due to liquefaction include the loss of bearing strength beneath structures, possibly causing foundation failure and/or significant settlements. The project site is not located with a liquefaction potential zone (City of Moreno Valley 2006b). No impact would occur.

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iv) Hills associated with Moreno Peak are located over 800 feet to the northeast of the project site. The project site is located in a relatively flat area and would not be subject to landslides. No impact would occur.

b) Would the project result in substantial soil erosion or the loss of topsoil?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Best Management Practices (BMPs) are included as part of the Storm Water Pollution Prevention Plan (SWPPP) prepared for the Proposed Project and would be implemented to manage erosion and the loss of topsoil during construction-related activities (see Hydrology and Water Quality (IX.) Environmental Checklist and Discussion). Soil erosion impacts would be reduced to a less than significant impact.

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Refer to the responses to Questions 4.6.2 a) i) through iv) above. Impacts would be less than significant.

d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The project site is primarily underlain by Hanford coarse sandy loam (2 to 8 percent slopes) soils (NRCS 2017). Soils within the Hanford-Tujunga-Greenfield association have poor to fair soil stability properties and are considered to be potentially expansive (City of Moreno Valley 2006b). The Proposed Project would be designed by a registered civil engineer taking into account soil properties of the site ensuring the basin meets building codes. Impacts to life or property due to expansive soils would be less than significant.

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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The Proposed Project is the construction of a basin to manage stormwater. The Proposed Project does not include the use of septic tanks or alternative waste water disposal systems. No impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.7 Greenhouse Gas Emissions

4.7.1 Environmental Setting

Greenhouse gases (GHGs) are released as byproducts of fossil fuel combustion, waste disposal, energy use, land use changes, and other human activities. This release of gases, such as carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O), creates a blanket around the earth that allows light to pass through but traps heat at the surface, preventing its escape into space.

Each GHG differs in its ability to absorb heat in the atmosphere based on the lifetime, or persistence, of the gas molecule in the atmosphere. For instance, per the CalEEMod v. 2016.3.1 emissions modeling software, methane traps over 25 times more heat per molecule than CO₂, and N₂O absorbs 298 times more heat per molecule than CO₂. Often, estimates of GHG emissions are presented in carbon dioxide equivalents (CO₂e), which weigh each gas by its global warming potential. Expressing GHG emissions in CO₂e takes the contribution of all GHG emissions to the greenhouse effect and converts them to a single unit equivalent to the effect that would occur if only CO₂ were being emitted.

Regulations and Significance Criteria

The Intergovernmental Panel on Climate Change (IPCC) constructed several emission trajectories of GHGs needed to stabilize global temperatures and climate change impacts. It concluded that a stabilization of GHGs at 400 to 450 ppm carbon dioxide equivalent (CO_{2eq})¹ concentration is required to keep global mean warming below 2 degrees Celsius (°C), which in turn is assumed to be necessary to avoid dangerous climate change.

Executive Order S-3-05 was issued in June 2005, which established the following GHG emission reduction targets:

- 2010: Reduce GHG emissions to 2000 levels;
- 2020: Reduce GHG emissions to 1990 levels; and
- 2050: Reduce GHG emissions to 80 percent below 1990 levels.

Assembly Bill (AB) 32 requires that CARB determine what the statewide GHG emissions level was in 1990, and approve a statewide GHG emissions limit that is equivalent to that level, to be achieved by 2020. CARB has approved a 2020 emissions limit of 427 million metric tons (MMT) of CO₂eq.

¹ Carbon Dioxide Equivalent (CO₂eq) – A metric measure used to compare the emissions from various greenhouse gases based upon their global warming potential.

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Due to the nature of global climate change, it is not anticipated that any single development project would have a substantial effect on global climate change. In actuality, GHG emissions from the Proposed Project would combine with emissions emitted across California, the United States, and the world to cumulatively contribute to global climate change.

In June 2008, the California Governor's Office of Planning and Research (OPR) published a Technical Advisory, which provides informal guidance for public agencies as they address the issue of climate change in CEQA documents.² This is assessed by determining whether a Proposed Project is consistent with or obstructs the 39 Recommended Actions identified by CARB in its Climate Change Scoping Plan which includes nine Early Action Measures (qualitative approach). The Attorney General's Mitigation Measures identify areas where GHG emissions reductions can be achieved in order to achieve the goals of AB 32. As set forth in the OPR Technical Advisory and in the proposed amendments to the CEQA Guidelines Section 15064.4, this analysis examines whether the project's GHG emissions are significant based on a qualitative and performance based standard (Proposed CEQA Guidelines Section 15064.4(a)(1) and (2)).

SCAQMD Thresholds

The SCAQMD has formed a GHG CEQA Significance Threshold Working Group (Working Group) to provide guidance to local lead agencies on determining significance for GHG emissions in their CEQA documents. As of the last Working Group meeting (Meeting No. 15) held in September 2010, the SCAQMD is proposing to adopt a tiered approach for evaluating GHG emissions for development projects where SCAQMD is not the lead agency.³

With the tiered approach, the project is compared with the requirements of each tier sequentially and would not result in a significant impact if it complies with any tier. Tier 1 excludes projects that are specifically exempt from Senate Bill (SB) 97 from resulting in a significant impact. Tier 2 excludes projects that are consistent with a GHG reduction plan that has a certified final CEQA document and complies with AB 32 GHG reduction goals. Tier 3 excludes projects with annual emissions lower than a screening threshold. For all non-industrial projects, the SCAQMD is proposing a screening threshold of 3,000 metric tons of carbon dioxide equivalent (MT CO_{2eq}) per year. SCAQMD concluded that projects with emissions less than the screening threshold would not result in a significant cumulative impact.

Tier 4 consists of three decision tree options. Under the Tier 4 first option, the project would be excluded if design features and/or mitigation measures resulted in emissions 30 percent lower than business as usual emissions. Under the Tier 4 second option the project would be excluded if it had early compliance with AB 32 through early implementation of CARB's Scoping Plan measures. Under the Tier 4 third option, the project would be excluded if it was below an efficiency-based threshold of 4.8 MT CO_{2eq} per service population (SP) per year.⁴ Tier 5 would exclude projects that implement

² Governor's Office of Planning and Research, *CEQA and Climate Change: Addressing Climate Change Through California Environmental Quality Act (CEQA) Review*, 2008.

³ The most recent SCAQMD GHG CEQA Significance Threshold Working Group meeting was held on September 2010.

⁴ The project-level efficiency-based threshold of 4.8 MTCO_{2eq} per SP per year is relative to the 2020 target date. The SCAQMD has also proposed efficiency-based thresholds relative to the 2035 target date to be consistent with the GHG reduction target date of SB 375. GHG reductions by the SB 375 target date of 2035 would be approximately 40 percent. Applying this 40 percent reduction to the 2020 targets results in an efficiency threshold for plans of 4.1 MTCO_{2eq} per SP per year and an efficiency threshold at the project level of 3.0 MTCO_{2eq}/year.

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offsite mitigation (GHG reduction projects) or purchase offsets to reduce GHG emission impacts to less than the proposed screening level.

GHG efficiency metrics are utilized as thresholds to assess the GHG efficiency of a project on a per capita basis or on a "service population" basis (the sum of the number of jobs and the number of residents provided by a project) such that the project would allow for consistency with the goals of AB 32 (i.e., 1990 GHG emissions levels by 2020 and 2035). GHG efficiency thresholds can be determined by dividing the GHG emissions inventory goal of the State, by the estimated 2035 population and employment. This method allows highly efficient projects with higher mass emissions to meet the overall reduction goals of AB 32, and is appropriate, because the threshold can be applied evenly to all project types (residential or commercial/retail only and mixed use).

For the Proposed Project, the 3,000 MT CO₂eq per year non-industrial screening threshold is used as the significance threshold, in addition to the qualitative thresholds of significance set forth below from Section VII of Appendix G to the CEQA Guidelines.

4.7.2 Greenhouse Gas Emissions (VII.) Environmental Checklist and Discussion

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project-related GHG emissions would include emissions from construction activities. Construction of the project would result in direct emissions of CO₂, N₂O, and CH₄ from the operation of construction equipment. Transport of materials and construction workers to and from the project site would also result in GHG emissions. Construction activities would be short-term in duration and would cease upon project completion. Construction-generated GHG emissions were calculated using the California Emissions Estimator Model, which estimates a total of 28 MT CO₂eq generated during construction of the Proposed Project.

In terms of operational GHG emissions, the Proposed Project involves stormwater management improvements and does not propose a trip-generated land use. The Proposed Project would not include the provision of new permanent stationary or mobile sources of emissions, and therefore, by its very nature, would not generate quantifiable GHG emissions from project operations. The project does not propose any buildings and therefore no permanent source or stationary source emissions. Once the project is completed, there would be no resultant increase in automobile trips to the area because the improved facilities would not require daily visits. While it is anticipated that the project would require intermittent maintenance to be conducted by City public works staff, such maintenance would be minimal requiring a negligible amount of traffic trips on an annual basis.

The project would result in the generation of 28 MT CO₂eq during construction, and as just described the project would not generate quantifiable GHG emissions from project operations. Therefore, neither construction nor operation of the project would generate GHG emissions in excess of the SCAQMD screening threshold of 3,000 MTCO₂eq per year and impacts. The project would relieve congestion and improve roadway operations, and would not directly generate new trips or GHG emissions. GHG impacts would be less than significant.

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b) Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The City of Moreno Valley has an Energy Efficiency and Climate Action Strategy document (City of Moreno Valley 2012). The Energy Efficiency and Climate Action Strategy is a policy document which identifies ways that the City can reduce energy and water consumption and GHG emissions as an organization (its employees and the operation of its facilities) and outlines the actions that the City can encourage and community members can employ to reduce their own energy and water consumption and GHG emissions. GHG reduction policies included in this document include: reducing land use based trips by encouraging transit priority projects; employment based trip reductions by requiring a transportation demand management (TDM) program for new development; residential and commercial energy efficiency requirements; facilitating residential renewable energy and energy efficient development; facilitating renewable energy deployment; heat island planning; water use reduction, water efficiency training, and education; and waste diversion program. The Proposed Project is the construction of a detention basin which does not fall under the scope of these policies. Therefore, the Proposed Project would not conflict with the Energy Efficiency and Climate Action Strategy document.

Moreno Valley is a member city of the Southern California Association of Governments' (SCAG). SCAG's 2016–2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), adopted April 7, 2016, is a long-range visioning plan that balances future mobility and housing needs with economic, environmental, and public health goals. The RTP/SCS embodies a collective vision for the region's future and is developed with input from local governments, county transportation commissions, tribal governments, nonprofit organizations, businesses, and local stakeholders in Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura counties. The RTP/SCS establishes GHG emissions goals for automobiles and light-duty trucks for 2020 and 2035, and establishes an overall GHG target for the region consistent with both the statewide GHG-reduction targets for 2020 and the post-2020 statewide GHG reduction goals. The 2016 RTP/SCS contains over 4,000 transportation projects, including highway improvements, railroad grade separations, bicycle lanes, new transit hubs, and replacement bridges. These future investments were included in county plans developed by the six-county transportation commissions and seek to reduce traffic bottlenecks, improve the efficiency of the region's network, and expand mobility choices. The RTP/SCS is an important planning document for the region, allowing project sponsors to qualify for federal funding. In addition, the RTP/SCS is supported by a combination of transportation and land use strategies that help the region achieve state GHG emission reduction goals and federal Clean Air Act requirements, preserve open space areas, improve public health and roadway safety, support the vital goods movement industry, and use resources more efficiently.

The Proposed Project would in no way conflict with the RTP/SCS. Therefore, it can be assumed that regional mobile emissions would decrease in line with the goals of the RTP/SCS. Implementing SCAG's RTP/SCS would greatly reduce the regional GHG emissions from transportation, helping to achieve statewide emission reduction targets.

Therefore, the Proposed Project would not conflict with an adopted plan, policy, or regulation pertaining to GHGs. Also, the Proposed Project would result in minimal construction- and operation-related GHG emissions. Thus, a less than significant impact would occur in this regard.

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Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.8 Hazards and Hazardous Materials

4.8.1 Hazards and Hazardous Materials (VIII.) Environmental Checklist and Discussion

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

During the Proposed Project’s construction period, hazardous substances used to maintain and operate construction equipment (such as fuel, lubricants, adhesives, and solvents) would be present. The use/generation of such construction-related hazardous materials could potentially result in significant impacts through accidental discharge associated with their use. The transport, use, and disposal of hazardous materials would, however, be conducted in accordance with applicable federal and state laws. In addition, conformance with National Pollutant Discharge Elimination System (NPDES) General Construction Activity Permit requirements would reduce the potential impact on site during construction. No hazardous materials would be associated with operation of the basin. Impacts from the use of hazardous substances would be less than significant.

b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The potential release of hazardous materials associated with the Proposed Project is limited to construction activities, as described above in response to Question 4.8.1 a). As noted, potential impacts associated with construction-related hazardous materials would be reduced to below a level of significance through conformance with the NPDES Construction Permit. On-site storage and/or use of large quantities of hazardous materials during project operation are not proposed. Impacts would be less than significant.

c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The closest schools to the project site are Valley View High School and Mountain View Middle School located approximately 0.5 miles to the northeast of the project site and Moreno Elementary School

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located approximately 0.5 miles to the west of the project site. There are no schools within one-quarter mile of the project site. No impact would occur.

d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A search of the Department of Toxic Substances Control's (DTSC) Hazardous Waste and Substances Site List (Cortese List) and EnviroStor online database and the State Water Resources Control Board (SWRCB) GeoTracker online database was conducted for the project area (DTSC 2017a and 2017b; SWRCB 2017). The searches revealed no known hazardous materials sites within or in the vicinity of the project site. No impact would occur.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A joint civilian and military airport (March Air Reserve Base) is located at the southwestern boundary of the City approximately 4.5 miles southeast of the project site. The project site is not located within an aircraft hazard zone (City of Moreno Valley 2006b). No impact would occur.

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

There are no private airstrips in the vicinity of the project site. No impact would occur.

g) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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The Proposed Project would not impair or physically interfere with an adopted emergency response or evacuation plan. The Proposed Project would be limited to the construction of a detention basin. Construction and operation of the Proposed Project would be limited to the project site, and would not include blocking any roadways. No impact would occur.

h) Would the project expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Even though the project site is located adjacent to an undeveloped parcel north of Cottonwood generally the project area is developed with residential land uses. Furthermore, the project site is not located within a fire hazard area as identified in the City of Moreno General Plan Final Program EIR (City of Moreno Valley 2006b). No impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.9 Hydrology and Water Quality

4.9.1 Environmental Setting

Regional Hydrology

Most of the City of Moreno Valley drains into the San Jacinto River. The northwest portion of the City drains to the west into a tributary of the Santa Ana River. The project area ultimately drains to the San Jacinto River, which flows to Lake Elsinore.

Site Hydrology and On-Site Drainage

The project site is relatively flat and generally slopes from north to south. An existing channel crosses the project site from north to south. This channel was constructed in an upland area in the 1960s to support runoff of agricultural irrigation. The channel crosses vacant land (parcel APN 488-180-025) north of Cottonwood Avenue and conveys flows through a 36 inch corrugated metal pipe (CMP) to a downstream channel on the south side of Cottonwood Avenue and west of residential subdivision Tract 19879. This tract drains to the same channel as the 36 inch CMP via a single 24 inch concrete pipe at the end of Cedar Court. The storm drain system ultimately connects to various channels and to the San Jacinto River.

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4.9.2 Hydrology and Water Quality (IX.) Environmental Checklist and Discussion

a) Would the project violate any water quality standards or waste discharge requirements?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Potential water quality impacts associated with the Proposed Project include short-term construction-related erosion/sedimentation and construction-related hazardous material discharge. Short-term water quality impacts related to erosion/sedimentation would be less than significant based on conformance with existing regulatory requirements (i.e., acquisition of a National Pollutant Discharge Elimination System [NPDES] General Construction Activity Storm Water Permit). In addition, a Storm Water Pollution Prevention Plan (SWPPP) would be created for the Proposed Project. During grading and construction activities, graded areas and temporary soil stockpiles would be stabilized to minimize erosion. Impacts associated with construction-related hazardous materials would be avoided or reduced to a level below significance through implementation of standard construction operating procedures. The Proposed Project would result in beneficial operational impacts to water quality because the Proposed Project is the construction of a detention basin with the purpose of reducing sediment and debris flow downstream.

b) Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project would not require the construction of wells; therefore, the Proposed Project would not result in the withdrawal of groundwater. The Proposed Project is the construction of a detention basin that would allow some groundwater recharge to occur. However, the primary purpose of the basin is to reduce sediment and debris flow downstream; therefore, groundwater recharge would be minimal due to the purpose and size of the proposed basin. No impacts from the depletion of groundwater or interference with groundwater recharge would occur.

c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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The Proposed Project is the construction of a basin that is in alignment with an existing channel for the purpose of retaining all silt, mud, and debris. The Proposed Project would result in reduces erosion and siltation off-site by only allowing water free of sediment and debris to flow downstream. As such, a beneficial impact would occur.

d) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please see the response to question c) above. The Proposed Project would reduce the possibility of flooding downstream by reducing sediment and debris flowing downstream and potentially blocking drain pipes and the stormwater channel which would result in flooding. A such, a beneficial impact would occur.

e) Would the project create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project is the construction of a detention basin for the purpose of reducing sediment and debris from flowing downstream. The proposed basin would discharge to an existing 36 inch CMP below Cottonwood Avenue. The Proposed Project would not generate runoff beyond existing conditions. As such, no impact would occur.

f) Would the project otherwise substantially degrade water quality?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project is the construction of a detention basin for the purpose of reducing sediment and debris from flowing downstream; thereby, improving the water quality of downstream flows. The Proposed Project would result in a beneficial impact to water quality.

g) Would the project place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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According to the Flood Insurance Rate Map (FIRM) for the project site (Map No. 06065C0770G), the project area is located within Flood Zone X. Flood Zone X is described as areas of minimal flood hazard (Federal Emergency Management Agency [FEMA] 2008). The Proposed Project does not include housing. The Proposed Project would alleviate the flooding potential in residential areas caused by sediment and debris flow. Therefore, the Proposed Project would result in a beneficial impact.

h) Would the project place within a 100-year flood hazard area structures that would impede or redirect flood flows?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please see the response to question g) above. A beneficial impact would occur.

i) Would the project expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please see the response to question g) above. A beneficial impact would occur.

j) Would the project be subject to inundation by seiche, tsunami, or mudflow?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project area is relatively flat, therefore, it is not in an area subject to mudflows. The project site is not located to adjacent or near a large body of water; therefore, the project site would not be subject to inundation from seiches. Tsunami is not a hazard for Moreno Valley. No impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.10 Land Use and Planning

4.10.1 Land Use and Planning (X.) Environmental Checklist and Discussion

a) Would the project physically divide an established community?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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The Proposed Project would be located north of Cottonwood Avenue on an undeveloped parcel that is bisected by an existing channel. The Proposed Project would construct a detention basin in alignment of the existing channel for the management of stormwater and prevention of flooding downstream. The Proposed Project would not physically divide an established community. No impact would occur.

b) Would the project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project site has a General Plan land use designation of Residential Agriculture 2 and a zoning designation of RA2 (City of Moreno Valley 2017). The Proposed Project is the construction of a detention basin for the management of stormwater and prevention of flooding downstream. The proposed use of the project site would be compatible with the project site's land use and zoning designations. No impact would occur.

c) Would the project conflict with any applicable habitat conservation plan or natural community conservation plan?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The project site was reviewed to determine consistency with the MSHCP (ECORP 2017a). A summary of the consistency analysis is included below.

Section 6.1.2 Riparian/Riverine, Vernal Pool, and Fairy Shrimp

The project site does not contain any riparian areas, vernal pool habitats, or suitable habitat for fairy shrimp. There were no features that met the MSHCP definition for vernal pools and the site does not support wetland soils or vegetation. No riparian/riverine, vernal pool, and fairy shrimp impacts would occur.

Section 6.1.3 Narrow Endemic Plant Species

The project site is not located within any of the MSHCP Narrow Endemic Plant Species Survey Areas (NEPSSA). No NEPSSA impacts would occur.

Section 6.3.2 Criteria Area Species

The project site was within only one survey area under the MSHCP - burrowing owl. The project site was found to contain suitable burrowing owl habitat during the habitat assessment; however, no potential burrowing owl burrows were observed. Impacts to burrowing owls are discussed in question a) of Section 4.4 of this Initial Study. With the implementation of Mitigation Measure B-2 impacts to burrowing owls would be less than significant.

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Section 6.1.4 Urban/Wildlands Interface Guidelines

The requirements for Urban/Wildlands Interface do not apply to this project site because it is not located adjacent to any MSHCP Conservation Areas. The project site is relatively isolated from larger, contiguous blocks of native habitat and completely surrounded by residential development and other anthropogenic land use; therefore, net long-term increase of edge impacts are not expected as a result of this project. No impacts related to urban/wildlands interface would occur.

Mitigation Measures

Mitigation Measure B-2 is included in Section 4.4 Biological Resources of this Initial Study.

4.11 Mineral Resources

4.11.1 Mineral Resources (XI.) Environmental Checklist and Discussion

a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No regionally or statewide significant mineral resources are located within the City of Moreno Valley (City of Moreno Valley 2006b). No impact would occur.

b) Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

No locally-important mineral resources have been delineated on the project site (City of Moreno Valley 2006b). No impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.12 Noise

4.12.1 Noise (XII.) Environmental Checklist and Discussion

a) Would the project result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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Noise generated by the construction of the Proposed Project would be temporary and no permanent noise sources would be created. Construction activities would comply with the Moreno Valley General Plan Final Environmental Impact Report (FEIR) Mitigation Measure N10. Mitigation Measure N10 prohibits building construction between 8 p.m. and 6 a.m. during the week and 8 p.m. and 7 a.m. weekends and holidays (City of Moreno Valley 2006b). The Proposed Project would not generate noise during operation. Impacts would be less than significant.

b) Would the project result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Proposed Project would introduce temporary ground-borne vibrations and noise levels in the project vicinity related to the use of heavy construction equipment. No sources of severe vibration, such as pile driving or blasting, are proposed. The potential impacts would diminish with distance. The closest sensitive receptor is a residence located approximately 100 feet south of the project site across Cottonwood Avenue. The maximum vibration source amplitudes from heavy construction equipment is estimated to be a maximum of 0.089 peak particle velocity (PPV) for a large bulldozer. A threshold for damage for older residential structures is generally considered to be 0.25 PPV (Caltrans 2013). Given that the nearest structures are approximately 100 feet from the site, and that the vibration amplitudes at 25 feet from the site would be below the threshold, it is not anticipated that significant impacts from vibration would occur. Additionally, the vibration from the use of heavy equipment would end at the completion of the construction activities. A less than significant impact would occur.

c) Would the project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Due to the temporary nature of construction activities, no permanent increases in ambient noise levels in the project vicinity are expected. The Proposed Project would require intermittent maintenance to be conducted by City public works staff, such maintenance would result in noise from the use of construction equipment and power tools. However, maintenance activities would be minimal and occur during the day. Impacts would be less than significant.

d) Would the project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Temporary or periodic increases in ambient noise levels would occur during construction of the Proposed Project. Ambient noise levels would vary depending upon the specific activities and equipment used. The potential noise related impacts would end at the completion of construction activities. As previously stated, operation noise would be intermittent (only when maintenance

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activities are required) and minimal. Operational ambient noise levels are anticipated to be similar to existing conditions. A less than significant impact would occur.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A joint civilian and military airport (March Air Reserve Base) is located at the southwestern boundary of the City approximately 4.5 miles southeast of the project site. The project site is not located within the March Air Reserve Base noise impact area (City of Moreno Valley 2006b). No impact would occur.

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

There are no private airstrips within the vicinity of the project site. Therefore, no impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.13 Paleontological Resources

4.13.1 Paleontological Resources (XIII.) Environmental Checklist and Discussion

a) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A paleontological records search was completed by the Vertebrate Paleontology Section of the Los Angeles County Museum of Natural History. The records search and literature review found that the Proposed Project area is located entirely on surface deposits of younger Quaternary Alluvium. These younger Quaternary deposits typically do not contain significant vertebrate fossils, at least in the uppermost layers, but may be underlain by older Quaternary deposits that do contain significant vertebrate fossils. The results of the records search found that no previously recorded paleontological resource localities are known from within the boundaries of the project site. The closest vertebrate fossil locality from similar deposits is located in the gravel pits just west of Jack Rabbit Trail east-southeast of the Proposed Project Area (Natural History Museum of Los Angeles

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County 2017). If construction results in deep excavations into the older Quaternary deposits, the project could result in significant impacts to buried and unknown paleontological resources. Implementation of Mitigation Measure PR-1 to PR-4 below would reduce potential impacts to a less than significant level.

Mitigation Measure

PR-1: The City of Moreno Valley shall retain a qualified paleontologist to conduct monitoring of excavation activities and has the authority to halt and redirect earthmoving activities in the event that suspected paleontological resources are unearthed.

PR-2: The paleontological monitor shall conduct full-time monitoring during grading and excavation operations in undisturbed, very old alluvial fan sediments and shall be equipped to salvage fossils if they are unearthed to avoid construction delays and to remove samples of sediments that are likely to contain the remains of small fossil invertebrates and vertebrates. The paleontological monitor shall be empowered to temporarily halt or divert equipment to allow of removal of abundant and large specimens in a timely manner. Monitoring may be reduced if the potentially fossiliferous units are not present in the subsurface, or if present, are determined upon exposure and examination by qualified paleontological personnel to have a low potential to contain or yield fossil resources.

PR-3: Recovered specimens shall be properly prepared to a point of identification and permanent preservation, including screen washing sediments to recover small invertebrates and vertebrates, if necessary. Identification and curation of specimens into a professional, accredited public museum repository with a commitment to archival conservation and permanent retrievable storage, such as the Western Science Museum in Hemet, California, is required for significant discoveries.

PR-4: A final monitoring and mitigation report of findings and significance shall be prepared, including lists of all fossils recovered, if any, and necessary maps and graphics to accurately record the original location of the specimens. The report shall be submitted to the City of Moreno Valley prior to building final.

4.14 Population and Housing

4.14.1 Population and Housing (XIV.) Environmental Checklist and Discussion

a) Would the project induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Proposed Project is the construction of a detention basin for the management of stormwater and prevention of flooding downstream. The Proposed Project does not propose the construction of new housing or businesses and therefore is not anticipated to directly or indirectly induce population growth in the area. The Proposed Project is not expected to generate a substantial permanent increase in employment opportunities in the area capable of inducing population growth. A less than significant impact would occur.

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b) Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project would be located on an undeveloped parcel along an existing drainage channel. The Proposed Project would not displace housing. No impact would occur.

c) Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project is the construction of a detention basin for the management of stormwater and prevention of flooding downstream. The Proposed Project does not include the removal of housing; therefore, it would not displace people. No impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.15 Public Services

4.15.1 Public Services (XV.) Environmental Checklist and Discussion

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: <ul style="list-style-type: none"> • Fire Protection? • Police Protection? • Schools? • Parks? • Other Public Facilities? 	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project is the construction of a detention basin for the management of stormwater and prevention of flooding downstream. The Proposed Project would not create a substantial new fire or public safety hazard or result in population growth that would increase the use of schools, parks, or other public facilities. No impact would occur.

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Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.16 Recreation

4.16.1 Recreation (XV.) Environmental Checklist and Discussion

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project is the construction of a detention basin for the management of stormwater and prevention of flooding downstream. The Proposed Project does not include residential uses and would not cause a direct increase in population of the project area; therefore, no increase in the use of existing neighborhood or regional parks is anticipated. No impact would occur.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project would not include recreational facilities nor require the construction or expansion of recreational facilities that might have an adverse effect on the environment. No impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.17 Transportation/Traffic

4.17.1 Transportation/Traffic (XVII.) Environmental Checklist and Discussion

a) Would the project conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways, and freeways, pedestrian and bicycle paths, and mass transit?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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Construction Impacts

The Proposed Project would generate short-term construction related vehicle trips. However, traffic generated by construction of the Proposed Project would be temporary and would not conflict with the City of Moreno Valley’s Circulation Element. Impacts would be less than significant.

Operational Impacts

Once the construction of the Proposed Project is completed, there would be no increase in automobile trips to the area because the improved facilities would not require daily visits. While it is anticipated that the Proposed Project would require intermittent maintenance to be conducted by City public works staff, such maintenance would be minimal requiring a negligible amount of traffic trips on an annual basis. Operational impacts would be less than significant.

b) Would the project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

As stated in the response to question 4.17.1 a), operational traffic that would be generated by the Proposed Project would be minimal. As such, the Proposed Project is not anticipated to conflict with the applicable congestion management program. No impact would occur.

c) Would the project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A joint civilian and military airport (March Air Reserve Base) is located at the southwestern boundary of the City approximately 4.5 miles southeast of the project site. The project site is not located within an aircraft hazard zone (City of Moreno Valley 2006b). The Proposed Project would not include structures or operational conditions that would require a change of air traffic patterns or increase traffic levels or a change in location that would result in substantial safety risks. No impact would occur.

d) Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project is the construction of a detention basin north of Cottonwood Avenue. The Proposed Project would not alter Cottonwood Avenue. No impact would occur.

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e) Would the project result in inadequate emergency access?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Construction activities would occur north of Cottonwood Avenue and would not interfere with emergency access in the project area. No impact would occur.

f) Would the project conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities or otherwise decrease the performance or safety of such facilities?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project is the construction of a detention basin north of Cottonwood Avenue. The Proposed Project does would not affect public transit, bicycle or pedestrian facilities or otherwise decrease the performance of such facilities because no modifications to such facilities are proposed. No impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

4.18 Tribal Cultural Resources

4.18.1 Environmental Setting

Ethnohistoric Context

The Project area is located within the ancestral use areas of the Serrano and Luiseño. The following ethnohistory information is summarized from ECORP 2017b.

Serrano

The Serrano occupied an area in and around the San Bernardino Mountains between approximately 1500 and 11,000 feet above mean sea level. Their territory extended west into the Cajon Pass, east as far as Twentynine Palms, north to Victorville, and south to the Yucaipa Valley. The Serrano were mainly hunters and gatherers who occasionally fished. Game that was hunted included mountain sheep, deer, antelope, rabbits, small rodents, and various birds, particularly quail. Vegetable staples consisted of acorns, piñon nuts, bulbs and tubers, shoots and roots, berries, mesquite, barrel cacti, and Joshua tree. A variety of materials were used for hunting, gathering, and processing food, as well as for shelter, clothing, and luxury items. Shells, wood, bone, stone, plant materials, and animal skins and feathers were used for making baskets, pottery, blankets, mats, nets, bags and pouches, cordage, awls, bows, arrows, drills, stone pipes, musical instruments, and clothing.

Settlement locations were determined by water availability, and most Serranos lived in small villages near water sources. Houses and ramadas were round and constructed of poles covered with bark

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and tule mats. Most Serrano villages also had a ceremonial house used as a religious center. Other structures within the village might include granaries and sweathouses.

The Serrano were loosely organized along patrilineal lines and associated themselves with either the Tukum (wildcat) or the Wahilyam (coyote) moiety. Organization of individual bands of Serrano was considered to be similar to political groups. Tribes, as opposed to bands, were larger in numbers, and were distinguished from each other by having distinct dialects. Unlike, bands, tribes often had names that were more than merely a designation for the place where they lived.

Partly due to their mountainous inland territory, contact between Serrano and European-Americans was minimal prior to the early 1800s. In 1819, a Capilla (chapel) was established near present-day Redlands and was used to help relocate many Serrano to Mission San Gabriel. However, small groups of Serrano remained in the area northeast of the San Gorgonio Pass and were able to preserve some of their native culture. Today, most Serrano live either on the Morongo or San Manuel reservations.

Luisseño

The project area lies within the traditional use area of the Luisseño, a Takic-speaking people. The term Luisseño was given by the Spanish to the native groups who were living in the area under influence of Mission San Luis Rey.

The Luisseño lived in sedentary and autonomous village groups, each with specific subsistence territories encompassing hunting, collecting, and fishing areas. Villages were typically located in valley bottoms, along streams, or along coastal strands near mountain ranges where water was available and village defense was possible. Inland populations had access to fishing and gathering sites on the coast, which they used during the winter months.

Luisseño subsistence was centered around the gathering of acorns, seeds, greens, bulbs, roots, berries, and other vegetal foods. This was supplemented with hunting mammals such as deer, antelope, rabbit, woodrat, ground squirrels, and mice, as well as quail, doves, ducks, and other birds. Bands along the coast also exploited marine resources, such as sea mammals, fish, crustaceans, and mollusks. Inland, trout and other fish were taken from mountain streams.

Hunting was done both individually and by organized groups. Tool technology for food acquisition, storage, and preparation reflects the size and quantity of items procured. Small game was hunted with the use of curved throwing sticks, nets, slings, or traps. Bows and arrows were used for hunting larger game. Dugout canoes, basketry fish traps, and shell hooks were used for near-shore ocean fishing. Coiled and twined baskets were made for food gathering, preparation, storing, and serving. Other items used for food processing included large shallow trays for winnowing chaff from grain, ceramic and basketry storage containers, manos and metates for grinding seeds, and ceramic jars for cooking.

Villages had hereditary chiefs who controlled religious, economic, and territorial activities. An advisory council of ritual specialists and shamans was consulted for environmental and other knowledge. Large villages located along the coast or in inland valleys may have had more complex social and political structures than settlements controlling smaller territories.

Most Luisseño villages contained a ceremonial structure enclosed by circular fencing located near the center of the village. Houses were semisubterranean and thatched with locally available brush, bark,

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or reeds. Earth-covered semisubterranean sweathouses were also common and were used for purification and curing rituals.

The Luiseño first came into contact with Europeans in 1769 when the expedition led by Gaspar de Portolá arrived in their territory. That same year, the San Diego Mission was established just to the south, followed by the San Juan Capistrano Mission in 1776 and the San Luis Rey Mission in 1798. Poor living conditions at the missions and introduced European diseases led to a rapid decline of the Luiseño population. Following the Mission Period (1769-1834), Luiseño Indians scattered throughout southern California. Some became serfs on the Mexican ranchos, others moved to newly founded pueblos established for them, some sought refuge among inland groups, and a few managed to acquire land grants. Later, many moved to or were forced onto reservations. Although many of their cultural traditions had been suppressed during the Mission Period, the Luiseño were successful at retaining their language and certain rituals and ceremonies. Starting in the 1970s, there was a revival of interest in the Luiseño language and classes were organized. Since then, traditional games, songs, and dances have been performed, traditional foods have been gathered and prepared, and traditional medicines and curing procedures have been.

Regulatory Setting

Assembly Bill 52

Effective July 1, 2015, Assembly Bill 52 (AB 52) amended CEQA to require that: 1) a lead agency provide notice to those California Native American tribes that requested notice of projects proposed by the lead agency; and 2) for any tribe that responded to the notice within 30 days of receipt with a request for consultation, the lead agency must consult with the tribe. Topics that may be addressed during consultation include TCRs, the potential significance of project impacts, type of environmental document that should be prepared, and possible mitigation measures and project alternatives.

Pursuant to AB 52, Section 21073 of the Public Resources Code defines California Native American tribes as "a Native American tribe located in California that is on the contact list maintained by the NAHC for the purposes of Chapter 905 of the Statutes of 2004." This includes both federally and non-federally recognized tribes.

Section 21074(a) of the Public Resource Code defines TCRs for the purpose of CEQA as:

- 1) Sites, features, places, cultural landscapes (geographically defined in terms of the size and scope), sacred places, and objects with cultural value to a California Native American tribe that are either of the following:
 - a. included or determined to be eligible for inclusion in the California Register of Historical Resources; and/or
 - b. included in a local register of historical resources as defined in subdivision (k) of Section 5020.1; and/or
 - c. a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this paragraph, the lead agency shall consider the significance of the resource to a California Native American tribe.

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Because criteria a and b also meet the definition of a historical resource under CEQA, a TCR may also require additional consideration as a historical resource. TCRs may or may not exhibit archaeological, cultural, or physical indicators.

Recognizing that California tribes are experts in their tribal cultural resources and heritage, AB 52 requires that CEQA lead agencies provide tribes that requested notification an opportunity to consult at the commencement of the CEQA process to identify TCRs. Furthermore, because a significant effect on a TCR is considered a significant impact on the environment under CEQA, consultation is used to develop appropriate avoidance, impact minimization, and mitigation measures.

Summary of AB 52 Consultation

On June 1, 2017, the City initiated environmental review under CEQA for the Proposed Project. On June 5, 2017, the City sent project notification letters to the following California Native American tribes, which had previously submitted general consultation request letters pursuant to 21080.3.1(d) of the Public Resources Code:

- Agua Caliente Band of Cahuilla Indians
- Morongo Band of Mission Indians
- Pechanga Temecula Band of Luiseño Mission Indians
- San Manuel Band of Mission Indians
- Soboba Band of Luiseño Indians
- Torres Martinez Desert Cahuilla Indians
- Rincon Band of Luiseño Indians

Each recipient was provided a brief description of the project and its location, the lead agency contact information, and a notification that the tribe has 30 days to request consultation. The 30-day response period concluded on July 8, 2017.

As a result of the initial notification letters, the City received the following responses:

- Agua Caliente Band of Cahuilla Indians – responded by letter on June 22, 2017 to accept consultation invitation;
- Rincon Band of Luiseño Indians – responded by letter on June 12, 2017 to accept consultation invitation;
- Pechanga Temecula Band of Luiseño Indians - responded by letter on June 15, 2017 to accept consultation invitation;
- Morongo Band of Mission Indian – responded by email on June 20, 2017 to accept consultation invitation;
- Soboba Band of Luiseño Indians – responded by email on July 06, 2017 to accept consultation invitation; and
- San Manuel Band of Mission Indians – responded by email on July 3, 2017 to request a copy of the Cultural Resources Survey Report.

On June 27, 2017, the City initiated consultation via a letter with the Agua Caliente Band of Cahuilla Indians, Rincon Band of Luiseño Indians, and Pechanga Temecula Band of Luiseño Indians. The City initiated consultation with the Morongo tribe on June 28th via a letter. Consultation with the Soboba Band of Luiseño Indians was initiated on July 6, 2017 via email, and via a letter dated July 12, 2017.

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On July 7, 2017, the Morongo Band of Mission Indians submitted a letter requesting review of the cultural study and requesting a records search to be included as part of the study. Cultural monitoring by the tribe was not requested. The cultural study with the requested information had already been sent by certified mail to the Morongo tribe on June 28th. No further correspondence from the Morongo Band of Mission Indians was received.

On July 14, 2017 the Agua Caliente Band of Cahuilla Indians provided a letter to the City requesting that mitigation measures be added to the CEQA document that addresses the methods to be used if human remains are inadvertently discovered during the course of the Project. On July 14, 2017, the Agua Caliente Band of Cahuilla Indians sent a follow-up email confirming that the above letter concluded AB 52 consultation.

On July 26th, the City held a teleconference with the Rincon Band of Luiseno Indians. As a result, their representative requested that the tribe be informed of contact with other Bands to make sure that at least one tribal band would be monitoring during construction.

On August 4, 2017 the City held a teleconference with the Pechanga Temecula Band of Luiseño Mission Indians. As a result, the Pechanga Temecula Band of Luiseño Mission Indians sent the City a follow up email stating that the project area is considered sensitive based on the number and vicinity of cultural resources in the surrounding area. They requested archaeological and tribal monitoring be implemented as mitigation and requested the inclusion of measures to use if human remains are inadvertently discovered during the course of the Proposed Project.

On August 22, 2017, the San Manuel Band of Mission Indians deferred consultation to Tribes closer to the project area. The San Manuel Band of Mission Indians did, however, request that several mitigation measures be included in the CEQA document and requested to see the final conditions and mitigation measures.

On August 23, 2017, the City held a meeting with Soboba Band of Luiseño Indians. As a result, the Soboba Band of Luiseño Indians requested to review the draft mitigation measures for cultural resources and TCRs. After reviewing the proposed mitigation measures, the Tribe requested that the measures include an agreement with the Tribes prior to the issuance of the grading permit.

The Pechanga Temecula Band of Luiseño Mission Indians identified the project area as being sensitive for potential TCRs. Therefore, the City consulted with the tribe on potential impacts to the TCRs, and appropriate mitigation measures CR-1 to CR-7, as described in Section 4.5 Cultural Resources of this Initial Study were developed for the Proposed Project.

On September 25, 2017, City staff forwarded the final draft mitigation measures which address the comments of all tribes. An email requesting consultation closure was sent to representatives of the Soboba, Pechanga, San Manuel, Morongo, and Rincon Bands. The consultation was terminated , after the parties agreed to appropriate mitigation measures, as specified in Section 4.5 of this Initial Study.

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4.18.2 Tribal Cultural Resources (XVIII.) Environmental Checklist and Discussion

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

No TCRs were identified within the project area during the AB 52 consultation. The Proposed Project would not result in significant impacts to known TCRs. However, as a result of the AB 52 consultation the project area was identified as being sensitive and has the potential to contain unknown TCRs. Significant impacts may occur from the discovery of unknown TCRs during ground disturbing activities from project construction. Impacts to unknown TCRs would be less than significant with the implementation of Mitigation Measures CR-1 to CR-7 (see Section 4.5, Cultural Resources).

Mitigation Measures

Mitigation Measures CR-1 to CR-7 are listed in Section 4.5 Cultural Resources of this Initial Study.

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4.19 Utilities and Service Systems

4.19.1 Utilities and Service Systems (XIX.) Environmental Checklist and Discussion

a) Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant with Mitigation Incorporated <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
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The Proposed Project is the construction of a detention basin for the management of stormwater and prevention of flooding downstream. The Proposed Project would not generate wastewater; therefore, no impact would occur.

b) Would the project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant with Mitigation Incorporated <input type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input checked="" type="checkbox"/>
--	--	--	--	--

The Proposed Project is the construction of a detention basin for the management of stormwater and prevention of flooding downstream. The Proposed Project would require or result in the construction of new water or wastewater treatment facilities; therefore, no impact would occur.

c) Would the project require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant with Mitigation Incorporated <input checked="" type="checkbox"/>	Less than Significant Impact <input type="checkbox"/>	No Impact <input type="checkbox"/>
--	--	---	--	---------------------------------------

The Proposed Project is the construction of a detention basin for the management of stormwater and prevention of flooding downstream. The impacts to the environment are discussed throughout this Initial Study. Mitigation Measures have been included to reduce significant impacts to a less than significant level.

d) Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	Potentially Significant Impact <input type="checkbox"/>	Less than Significant with Mitigation Incorporated <input type="checkbox"/>	Less than Significant Impact <input checked="" type="checkbox"/>	No Impact <input type="checkbox"/>
--	--	--	---	---------------------------------------

The Proposed Project would require water temporarily during construction; however, the Proposed Project would not require water during operation. As such, sufficient water supplies would be available to serve the Proposed Project. Impacts would be less than significant.

Attachment: Cottonwood Basin IS-MND (2610 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO JEREMY HARRIS

Initial Study and Draft Mitigated Negative Declaration
Cottonwood Interim Basin Project

e) Would the project result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The Proposed Project is the construction of a detention basin for the management of stormwater and prevention of flooding downstream. The Proposed Project would not generate wastewater. No impact would occur.

f) Would the project be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Construction waste would be disposed of at the Badlands Sanitary Landfill. The minimal increase in waste would not be expected to affect the permitted capacity of this landfill. The Proposed Project would not generate solid waste during operation. A less than significant impact would occur.

g) Would the project comply with federal, state, and local statutes and regulations related to solid waste?	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Waste generated by the Proposed Project would comply with solid waste statues and regulations. No impact would occur.

Mitigation Measures

No significant impacts were identified, and no mitigation measures are required.

Attachment: Cottonwood Basin IS-MND (2610 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO JEREMY HARRIS

Initial Study and Draft Mitigated Negative Declaration
Cottonwood Interim Basin Project

4.20 Mandatory Findings of Significance

4.20.1 Mandatory Findings of Significance (XVIII.) Environmental Checklist and Discussion

<p>a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?</p>	<p>Potentially Significant Impact</p>	<p>Less than Significant with Mitigation Incorporated</p>	<p>Less than Significant Impact</p>	<p>No Impact</p>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Impacts to biological and cultural resources are discussed in the respective sections of this Initial Study. Impacts would be less than significant with Mitigation Measures BIO-1 to BIO-3, CR-1 to CR-7, and PR-1 to PR-4.

<p>b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?</p>	<p>Potentially Significant Impact</p>	<p>Less than Significant with Mitigation Incorporated</p>	<p>Less than Significant Impact</p>	<p>No Impact</p>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Impacts from the Proposed Project would not be cumulatively considerable with the implementation of the Mitigation Measures listed in this Initial Study.

<p>c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?</p>	<p>Potentially Significant Impact</p>	<p>Less than Significant with Mitigation Incorporated</p>	<p>Less than Significant Impact</p>	<p>No Impact</p>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Direct and indirect impacts to human beings would be less than significant with the implementation of mitigation measures listed in this Initial Study.

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Initial Study and Draft Mitigated Negative Declaration
Cottonwood Interim Basin Project

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Initial Study and Draft Mitigated Negative Declaration
Cottonwood Interim Basin Project

SECTION 5. LIST OF PREPARERS

City of Moreno Valley

Lead Agency

Henry Ngo, P.E., Capital Projects Division Manager

ECORP Consulting, Inc.

CEQA Documentation/Air Quality and GHG/Biological and Cultural Resources

Alfredo Aguirre, AICP, Staff Environmental Scientist/Project Manager

Anne Surdzial, AICP, QA/QC

Jon Renard, Associate Biologist

Scott Taylor, Senior Biological Project Manager

Seth Myers, Air Quality & Noise Analyst

Wendy Blumel, Archaeologist

Attachment: Cottonwood Basin IS-MND (2610 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO JEREMY HARRIS

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Cottonwood Interim Basin Project

SECTION 6. BIBLIOGRAPHY

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Cottonwood Interim Basin Project

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Attachment: Cottonwood Basin IS-MND (2610 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO JEREMY HARRIS

Initial Study and Draft Mitigated Negative Declaration
Cottonwood Interim Basin Project

SECTION 7. LIST OF APPENDICES

Appendix A – Air Quality/Climate Change Model Data Outputs

Attachment: Cottonwood Basin IS-MND (2610 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO JEREMY HARRIS

Initial Study and Draft Mitigated Negative Declaration
Cottonwood Interim Basin Project

APPENDIX A

Air Quality/Climate Change Model Data Outputs

Attachment: Cottonwood Basin IS-MND (2610) : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO JEREMY HARRIS



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, Public Works Director/City Engineer

AGENDA DATE: December 5, 2017

TITLE: AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN BAUTISTA DE ANZA TRAIL ATP-2 SEGMENT PROJECT NO. 801 0073

RECOMMENDED ACTION

Recommendations:

1. Award Agreement for Professional Consultant Services to Psomas, 1500 Iowa Avenue, Suite 210, Riverside, CA 92507, to complete preliminary engineering, design, and right-of-way for the Juan Bautista de Anza Historic Corridor from El Portrero Park to Iris Avenue.
2. Authorize the City Manager to execute a contract with Psomas, subject to the approval by the City Attorney.
3. Authorize the issuance of a Purchase Order to Psomas, in the amount of \$254,773 when the contract has been signed by all parties.
4. Authorize the Public Works Director 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 by the City Attorney.

SUMMARY

This report recommends approval of an agreement for Professional Consultant Services with Psomas to complete the project preliminary engineering, design, right-of-way acquisition, and construction support for the Juan Bautista de Anza Historic Corridor Multi-Use Trail from Iris Avenue to El Portrero Park. The project is funded with an ATP grant award of up to \$1,431,000.

DISCUSSION

The Active Transportation Program (ATP) was created by California Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101(Chapter 354, Statutes of 2013) to encourage increased use of active modes of transportation, such as biking and walking. The ATP consolidated existing federal and state transportation programs into a single program that is annually funded by various state and federal funds. Eligible projects for ATP grant funding include pedestrian facilities, traffic control devices, bicycle facilities, and recreational trails.

On May 26, 2015, City Council approved submission of an application for this project under the ATP Cycle 2 Call for Projects. The project was subsequently approved, and on April 5, 2016, the City Council accepted the ATP grant. At the March 15, 2017 California Transportation Commission (CTC) meeting, the CTC allocated full funding for the trail. On November 1, 2017, Caltrans approved the City's documentation and authorized the City to proceed with the project. Per the provisions of the ATP grant, the City is required to follow federal funding requirements throughout the project execution.

In 2015, the City awarded an agreement to study and environmentally document the entire future trail alignment from the Towngate area to Lake Perris. Environmental clearance is expected to be completed in January 2018.

The ATP grant provides for the design, right of way acquisition, and construction of approximately 1.24 miles of the trail from Iris Avenue to El Portrero Park. Requests for Proposals (RFP) for Professional Consultant Services were distributed and advertised in accordance with the federal and City's processes. The City received two (2) proposals in response to the RFP. Following a competitive selection process, Psomas was selected as the most qualified consultant to perform the work consisting of full service preliminary engineering, design, right-of-way, and construction support. The work will involve Phase 1, consisting of finalizing the alignment; Phase 2, preparing final plans, outreach, and coordination with adjacent schools; Phase 3, acquiring right-of-way, arranging for relocating utilities, and obtaining construction permits; and Phase 4, construction support services. The consultant will be given notices-to-proceed in phases as Caltrans allocates the funds.

Since the project has to follow federal-aid reimbursement procedures, all activities have to conform to Federal Highway Administration (FHWA) and Caltrans requirements. Effective October 1, 2017, all Architectural & Engineering (A&E) consultant contracts require Caltrans' review and acceptance prior to award. The selection process and the consultant's proposed agreement, including overhead rate and other costs, are subject to two separate Caltrans approval processes to comply with Federal Acquisition Regulations. Both Caltrans reviews are ongoing. If there are selection-related revisions, any revisions must be made prior to contract execution. If there are audit-related revisions, they will be reviewed by the City Attorney, and if acceptable, incorporated into the agreement before or after execution, depending upon timing. The ATP grant has a compressed schedule; therefore City Council is requested to approve a not-to-exceed amount for the agreement, in order to provide for any Caltrans-requested revisions.

Approval of the recommended actions would support Objective 4.6.1 of the Momentum MoVal Strategic Plan: "Complete the Juan Bautista De Anza Regional Trail."

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the project to move forward in accordance with the grant requirements.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the project and jeopardize funding within the approved schedule.*

FISCAL IMPACT

The Juan Bautista De Anza project is included in the Fiscal Year 2017/18 and 2018/19 Capital Improvement Plan (CIP) as a funded project. The ATP grant will provide reimbursement of up to \$1,431,000 with a 100% reimbursement rate (no local match required). **There is no impact to the General Fund.**

AVAILABLE PROJECT BUDGET FY 17/18:

Capital Projects Grants	
(Account No. 2301-70-77-80001) (Project No. 801 0073)	\$1,431,000
Total	\$1,431,000

ESTIMATED COSTS

Preliminary Engineering, Design, and Right-of-Way Consultant	\$255,000
Right-of-Way Acquisition	\$50,000
Construction	\$1,000,000
Project Administration*	\$110,000
Total Estimated Costs	\$1,415,000

**Includes City project administration, application fees, related miscellaneous costs, and approvals.*

ANTICIPATED PROJECT SCHEDULE:

Complete Design	December 2018
Complete Right-of-Way Acquisition	February 2019
Start Construction	October 2019

NOTIFICATION

Public notification and community outreach will continue throughout the completion of this project.

PREPARATION OF STAFF REPORT

Prepared By:
Margery A. Lazarus, P.E.
Senior Engineer

Department Head Approval:
Rick C. Hartmann
Acting Public Works Director

Concurred By:
Henry Ngo, P.E.
Capital Projects 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

Objective 4.6: Advance the development of a well-connected and balanced citywide transportation network that serves all modes.

ATTACHMENTS

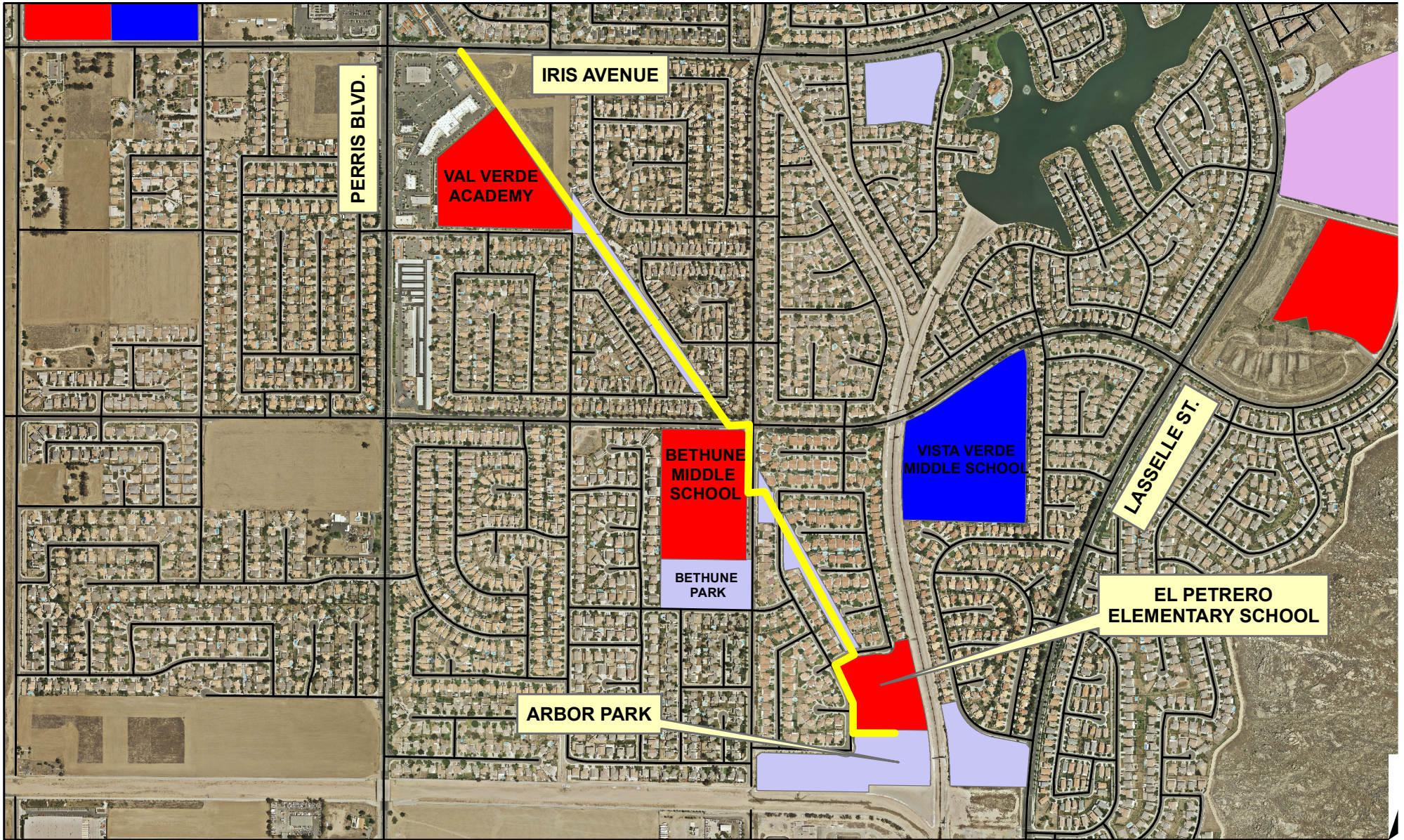
- 1. Location Map
- 2. Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/15/17 11:47 AM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 11:32 AM
City Manager Approval	<u>✓ Approved</u>	11/22/17 11:59 AM



LOCATION MAP



LEGEND: — Segment of Juan Bautista De Anza Multi-Use Trail

Attachment: Location Map (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES WITH PSOMAS
FOR THE JUAN BAUTISTA DE ANZA HISTORIC CORRIDOR SEGMENT OF MULTI-USE
TRAIL FROM EL PORTRERO PARK TO IRIS AVENUE
PROJECT NO. 801 0073**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Psomas, 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 the professional work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit A (City's Request for Proposal) and Exhibit B (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0073**

DESCRIPTION OF PROJECT

1. The Project is described as professional consultant design services for the Juan Bautista De Anza Historic Corridor Segment of Multi-Use Trail from El Portrero Park to Iris Avenue, Project No. 801 0073.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit B attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit C attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$254,773 in accordance with the payment terms provided on Exhibit D attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit A in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through **June 30, 2020**, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0073**

8. (a) The Consultant agrees that the personnel, including the principal Project manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. 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.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0073**

any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
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(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subcontractor to also comply with the requirements of this Section 13.

14. To the furthest extent allowed by law (including California Civil Code section 2782.8 if applicable), Consultant shall indemnify, hold harmless and defend the City, the Moreno Valley Community Services District ("CSD"), the Moreno Valley Housing Authority (MVHA) and each of their officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. 801 0073**

15. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in Exhibit E or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

**AGREEMENT FOR PROFESSIONAL
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(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subcontractor.

16. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

18. (a) The Consultant shall deliver to the Public Works Director of the City or his designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

**AGREEMENT FOR PROFESSIONAL
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(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

19. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor

**AGREEMENT FOR PROFESSIONAL
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PROJECT NO. 801 0073**

shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

20. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

21. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant,

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and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

22. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

23. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

24. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

25. (a) Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2

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California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

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(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subcontractors to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

26. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

27. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

28. The Consultant shall comply with the supplementary Federal provisions described on Exhibit F (Supplemental General Conditions) and Exhibit G (Caltrans Supplementary Conditions) attached hereto and incorporated by this reference.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

Psomas

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

BY: _____
Name: _____
TITLE: _____
(Corporate Secretary)

Date

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

Exhibit A

**REQUEST FOR PROPOSAL
FOR PROFESSIONAL CONSULTANT SERVICES
FOR JUAN BAUTISTA DE ANZA HISTORIC CORRIDOR (FORMERLY AQUEDUCT TRAIL)
SEGMENT OF MULTI-USE TRAIL FROM EL PORTRERO PARK TO IRIS AVENUE
PROJECT NUMBER: 801 0073 FOR
THE CITY OF MORENO VALLEY'S CAPITAL PROJECTS DIVISION**

I. INVITATION

You are hereby invited to submit a Proposal for Professional Consultant Services, for the **Juan Bautista De Anza Historic Corridor, Segment of Multi-Use Trail from El Portrero Park to Iris Avenue.**

A non-mandatory pre-proposal/DBE Outreach meeting is scheduled for **10:30 a.m., September 25, 2017**, at Moreno Valley City Hall in the 2nd Floor Training Room, 14177 Frederick Street, Moreno Valley, CA 92552.

Interested parties may register and download copies of the RFP by visiting the City's web site, www.moval.org, selecting "City Bids and RFP's" under the "City Hall" Resources link at the home page and selecting the "Online Bidding System" link. To download proposal packages and submit proposals, vendors will be required to pay an online usage download fee of \$10.00. All documents associated with this RFP will be downloadable after the fee has been paid. Once the prospective Bidder downloads any documents relative to a solicitation, that Bidder's name will appear on the Prospective Bidders List.

Proposals will be accepted until 1:00 p.m. on October 17, 2017.

Proposals shall be submitted electronically (in PDF format) via the City's vendor portal website, located at <http://www.planetbids.com/portal/portal.cfm?CompanyID=24660>. The proposer shall provide a separate electronic file for their technical proposal and cost proposal.

The proposer is solely responsible for "on time" submission of their electronic proposal. The City will only consider proposals that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp from the Bid Management System indicating that bid was submitted successfully. Transmission of proposals by any other means will not be accepted. Proposer shall be solely responsible for informing itself with respect to the proper utilization of the proposal management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the proposer to successfully submit an electronic proposal shall be at the proposer's sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the proposal submission process may contact PlanetBids at (818) 992-1771. Questions of an operational nature may be directed to the City's Capital Projects Division at (951) 413-3130. Neither the City nor PlanetBids makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the proposal submission deadline.

All questions regarding this RFP must be submitted through the vendor portal noted

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above and must be submitted no later than October 9, 2017 at 1:00 p.m.

II. GENERAL PROJECT DESCRIPTION

This project consists of completion of preliminary engineering, confirmation of environmental clearance, design, right of way acquisition and utility relocation planning for the identified trail segment in accordance with the awarded Active Transportation Program – Cycle 2 Funding Application. The Historic Corridor, formerly the Aqueduct Trail System, extends from the Moreno Valley Mall area (Eucalyptus Avenue near Arbor Park Lane and Fire Station 6) to the Lake Perris State Recreational Area. In 2014, the entire length of the corridor received CMAQ Funding through RCTC for the Project Approval and Environmental Document (PA&ED) phase. That work is nearly completed and the corridor is expected to have environmental clearance by December 2017. The corridor already has a conceptually-approved trail alignment and almost all other corridor PA&ED tasks are completed. The proposed work includes the following: completion of any PA&ED tasks specific to this segment from El Portrero Park to Iris Avenue (Phase 1) while confirming that the design remains in conformance with environmental clearance; plans, specifications, and estimates (PS&E) (Phase 2); right-of-way, utilities, and related work (Phase 3); and construction support (Phase 4). The consultant services shall be done in phases to match the federal funding allocations. The project will be performed in collaboration with the Parks & Community Services Department. The City desires creativity, experience, and efficiency in achieving a completed project.

III. PROJECT FUNDING AND SCHEDULE

The project is 100% federally funded by the Active Transportation Program – Cycle 2. The budget is divided into progressive phases to match the approved application and the federal fund approval process. The funding for Phase 1, PA&ED completion, is limited to \$115,000.00, which consists of City staff costs, consultant costs, and miscellaneous expenses. The funding for Phase 2, PS&E, is limited to \$53,000, inclusive of all costs. The funding for Phase 3, Right-of-Way and Utilities, is limited to \$138,000, inclusive of acquisition, recording, consultant, title reports, utility relocation payments, City staff, and miscellaneous expenses. The funding for construction is \$1,125,000; the consultant's Phase 4 construction support costs will be an appropriate portion of the budget. The City's intent is to under-utilize as much of the Phase 1 budget as possible since Environmental Clearance is nearly complete, in order to shift the excess Phase 1 funds to Phase 2 PS&E. The consultant may propose accordingly. The consultant may use a portion of Phase 3 Right of Way funds to perform right-of-way acquisition services and utility engineering. The consultant inherently acknowledges by submitting a proposal inclusive of all costs that the total shall provide, at a minimum, for a complete scope of services within the Phases 1, 2, and 3 budgets. Phase 4 may be estimated separately and will not be considered part of the Phases 1, 2, and 3 budgets.

The Consultant shall be required to meet or exceed the following timeline for this project:

Interview Shortlisted Firms:	October 2017
Notice to Proceed:	December 2017
Preliminary Engineering (PA) Tasks and Confirmation of Environmental Clearance:	February 2018

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Submit Request for Allocation to Caltrans for
PS&E and Right-of-Way:

March 2018

IV. SCOPE OF SERVICES

The City is requesting firms to provide Professional Consultant Services for the Juan Bautista De Anza Historic Corridor, Segment of Multi-Use Trail from El Portrero Park to Iris Avenue.

DETAILED PROJECT DESCRIPTION:

This project consists of design of a primarily off-street multi-use trail and ADA compliant pedestrian path from El Portrero Park to Iris Avenue generally along the alignment in the funding application. Its length is approximately 1.24 miles. As presented in the ATP Application, the concrete trail is to be 10-feet wide and the pedestrian path of decomposed granite is to be 4-feet wide. The project includes high visibility crosswalks at three locations, a pedestrian/bicycle crossing signal with push-buttons at the proposed Iris Avenue mid-block crossing, and a rectangular rapid flash beacon (RRFB) and high visibility crosswalk at the proposed mid-block crossing along Kitching Street. The project includes a short on-street section of Class II trail. Minor adjustments for the benefit of the project within ATP guidelines should be studied and approved in this project's PA/ED phase. The following are suggested studies: feasibility of building the concrete trail at 14-feet wide instead of 10-feet wide; routing alignment around existing utility obstructions and across the California Department of Water Resources (DWR) pipeline such that DWR approval can be achieved and future lighting can be added; All-Way Pedestrian/bicycle Scramble at Krameria Avenue/Kitching Street intersection; east side versus west side sidewalk/bike lane on Krameria Avenue from Kitching Street to the Via Pamplona punch-through; and sidewalk/trail options in the area of El Portrero Elementary School. Between Iris Avenue and Red Maple Avenue, the proposed trail is to remain within the DWR pipeline easement (not to go easterly onto private property). The project will connect residential neighborhoods directly to three parks, three schools, and existing bicycle facilities by making concrete trail connections through to several local streets that back up to the trail.

The design is to meet current standards, or generally-accepted industry standards, for a multi-use trail. "Multi-use" is defined as non-motorized transportation. The City's existing trail infrastructure is a partially-completed Class I bike and/or pedestrian path that is planned to connect the Moreno Valley Mall area (Eucalyptus Avenue near Arbor Park Lane and Fire Station 6) to the Lake Perris State Recreational Area. It generally follows the right of way for the DWR's East Branch of the California Aqueduct that terminates at Lake Perris. It also generally follows part of the Juan Bautista de Anza National Historic Trail corridor from the Towngate area to Lake Perris. In 2015, the City renamed the trail as the Juan Bautista de Anza Trail, in order to recognize its historical significance as well as better position the City to receive future grant funding. The project will be done in collaboration with the Parks & Community Services Department.

The Consultant shall complete preliminary engineering, confirm validity of environmental clearance, perform design, acquire right of way, and perform utility relocation planning.

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Consultant will perform right-of-way research to identify existing easements and ownerships including the DWR rights, perform design to meet Americans with Disabilities Act (ADA) compliance, and complete deliverables in accordance with Caltrans Local Assistance Procedures Manual, including preparing requests for authorization (RFA) for design, right-of-way, utilities, and construction. Consultant shall also make recommendations with respect to updated design standards and right-of-way easement widths. Consultant shall design crossings such as high visibility crosswalks, pedestrian and bicycle crossing signal with push-buttons, and a rectangular rapid flash beacon (RRFB) along a high visibility crosswalk. Consultant may propose alternate routes/solutions where right-of-way is not yet available while remaining within the environmentally cleared area. The attachments to this RFP include: Application Design Plan and Estimate; Preliminary Alignment Sheets 1 – 4 and 27 – 33 (“master plan”); and Right of Way Information. Consultant will provide space and accommodations on the design plans for separately-funded monument signage, comfort stations, future trail widening, future connections, and landscaping as shown on the master plan; however, the design plans will be for building the facilities covered by the funding application only. Approximately ten (10) parcels will require permissions, easements, or acquisitions. Two parcels are private ownership; five are City or City-controlled ownership; and three are Val Verde school district. For potential restrictions for building on top of the California Aqueduct pipe, refer to the DWR website <http://www.water.ca.gov/>. In addition full reference documents are available on PlanetBids.

CONSULTANT SERVICES

The Consultant shall provide services in progressive phases, as described above. Be advised that the following is a general description of the scope of services. The Consultant shall anticipate any additional coordination or scope to meet the project goals and objectives in their proposal.

Phase 1, PA&ED Completion: The Phase 1 Services shall include, but not be limited to:

1. Confirm right-of-way needs and prepare documents and a detailed right-of-way plan. The plans shall contain enough information to determine square footage of additional right-of-way is required and what type (easement, fee, etc.).
2. Confirm utility conflicts and coordinate with utility owners to obtain adjustment and/or relocation. (Prepare and mail 2nd Utility Notices.)
3. Confirm existing drainage patterns and facilities and identify needed drainage facilities, catch basins, culverts, etc. with supporting hydrology and hydraulic calculations.
4. Evaluate project to incorporate Santa Ana Region Low Impact Development (LID) guidance and standards for transportation project requirements with concurrence of City staff.
5. Coordinate with affected City Departments and outside agencies, including: Val Verde Unified School District; Caltrans; County of Riverside; DWR; and Safe Routes to School coordinator.

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6. Confirm requirements for various permits necessary for the project, including DWR.
7. Confirm that planned CEQA and NEPA documentation (by others) is sufficient for clearing the proposed segment.
8. Incorporate designs to maximize ADA accessibility on proposed alignment. Proposed trail access points must meet current ADA standards.
9. Prepare preliminary engineering plan on full-size plan sheets showing geometry and right-of-way requirements.
10. Prepare updated construction cost estimate.
11. Prepare Request for Authorization documents as required by the Caltrans Local Assistance Procedures Manual (LAPM) for the next progressive phases of work and submit to City for review and Caltrans for authorization to proceed to the next phase.
12. Upon approval of environmental documentation (by City) and successful completion of above tasks, the City may issue written authorization to proceed with Phase 2 or terminate the contract.

Phases 2, PS&E, and Phase 3, Right-of-Way and Utilities: The Phase Services listed here are to be included, at a minimum, in either the Phase 2 or 3 scope, are to be **segregated by Phase**, and are as follows:

1. Perform survey and prepare base map, including field edits.
2. Finalize trail pavement evaluation.
3. Conduct field review by bicycle or on foot with City staff to review proposed design.
4. Incorporate Santa Ana Region Low Impact Development (LID) guidance and standards for transportation project requirements with concurrence of City staff.
5. Prepare supporting hydrology and hydraulic calculations for proposed drainage structures.
6. Prepare construction plans and specifications for trail improvements, street improvements, drainage facilities, traffic signal, striping and signing, and traffic control plans, with submission for review at 100%, final, and Mylar stages.
7. Prepare Estimates, separated by funding sources if requested, with submission for review along with plans and specifications.
8. The final Plans, Specifications, and Estimate (PS&E) shall be stamped and signed by the Design Consultant Civil Engineer, licensed to practice in the State of California, who supervised the PS&E preparation.
9. Final landscaping, irrigation, and planting plans, if prepared, shall be stamped and signed by the Design Consultant's Landscape Architect, licensed to

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practice in the State of California, who supervised the plan preparation.

10. Prepare 3rd and final utility notices and coordinate with utility companies for relocation of interfering utilities. Identify all utilities that have prior rights.
11. Prepare all right-of-way related documents.
12. Provide title reports and/or litigation guarantees for each of the take parcels.
13. Provide full-service appraisal services and provide settlement negotiations and escrow services.
14. Coordinate eminent domain actions if required. If eminent domain should occur, the City and Consultant will negotiate the scope of services and fees.
15. The Consultant shall provide an adjustment of final design plans and corresponding documents to reduce the scope of work to match available budget in accordance with City-specified priorities.

Upon City's approval, the City will review and evaluate project goals and funding for possible continuation with future phases or terminate the contract.

DETAILED DESCRIPTIONS OF WORK ITEMS ARE AS FOLLOWS:

A. ENVIRONMENTAL

1. The Consultant shall confirm the environmental clearance prepared by others is consistent with their proposed design. Environmental procedures shall be in compliance with CEQA and NEPA requirements.
2. The Consultant shall follow the recommendations of the environmental clearance and include applicable provisions in the project's specifications, plans, and estimates, for example, whether there needs to be a pre-construction survey for the presence of Burrowing Owl.

B. SURVEYING

The Consultant shall perform all surveys and survey-related services necessary for engineering design of specific proposed improvements, including, but not limited to:

1. Conduct supplemental street surveys, trail surveys, utility surveys, boundary surveys, and property line surveys to obtain sufficient information for engineering of the proposed improvements and right-of-way acquisition process. Survey base file(s) from previously-completed PA/ED work (by others) will be provided to consultant.
2. Prepare topographic base maps containing all surface features and needed elevations. Topography shall include, but not be limited to, all features within the one hundred twenty foot (120') trail corridor and shall extend the length of the street, a minimum of two hundred feet (200') beyond the proposed terminus, and at all street crossings, and include

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existing sewer manhole inverts, top of cone and rim elevations.

3. Establish a uniform stationing on the trail alignment, and provide cross-sections at fifty feet (50') intervals within the limits described. The cross sections shall be incorporated in the plans for construction bidding purposes at the appropriate stage. A nail and tin shall be placed every one hundred feet (100') on station and fifty feet (50') painted in between with the station number painted next to it. All public and private street intersections shall have a nail and tin along with having the station number painted next to it. If centerline is on private property, then the station markings shall be offset.
4. Establish a minimum of two (2) temporary benchmarks on the project.
5. Submit survey topography on CD-RW diskette and a separate hard copy plot provided for the proposed improvements, using AutoCAD Land Development or compatible software approved by the City. Survey points with coordinates, elevations, and description key shall be AutoCAD Land Development Standard Survey Descriptions only; no other survey description will be allowed. The data shall be submitted in ASCII format on CD-RW diskette with a hard copy printout provided.

C. AUTOCAD DRAWINGS

The topography map shall be set up with the following guidelines:

1. Drawing scale shall be: 1" = 20' or 1" = 40' horizontal and 1" = 2" or 1" = 4' for vertical profiles.
2. Lettering style shall be Arial and sizes shall correspond to standard scales. The latest City Title Block shall be used.
3. The following is a table of items that shall be placed on designated layers as shown:

Description	Layer	Color
Points	POINTS	Light Grey (253)
Point numbers	PNTS	Light Grey (253)
Point elevations	ELEV	Red
Point descriptions	DESC	Dark Grey (250)
Intermediate Contours	INTER	Dark Grey (250)
Index contours	INDEX	Red
Topography	TOPO	Yellow
Text	TEXT	Red
Centerline	CL	Red
Right-of-Way	ROW	Blue
Curb and gutter	CG	Green
Sidewalk	SW	Yellow

D. GEOTECHNICAL

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The Consultant shall perform geotechnical services necessary for design of specific proposed improvements, including but not limited to reviewing and utilizing available subsurface exploration and analysis report (prepared for PA/ED phase by others) for engineering recommendations. Propose any additional project-specific soil tests or analyses. If additional analyses are needed, they shall follow the following protocol:

1. Review project Plans and Specifications through the design process, with consideration of geotechnical issues such as materials testing and suitability.
2. Provide geotechnical evaluation and recommendations on, including, but not limited to, grading, earthwork, settlement, surface and subsurface drainage, foundation/column/slab design, slope stability, pavement design, trench backfill, retaining wall design, environmental concerns, removal of unsuitable materials, etc.
3. An investigation of the existing street pavement conditions shall be performed, where street improvements are proposed, accompanied by pavement coring and soil borings and sampling. Pavement corings and soil samples in sufficient quantities shall be taken and tested to determine R values and structural pavement sections to be considered for the project. The Consultant shall record the pavement and base thicknesses of each coring and record in-situ soil type, weight, moisture content, relative compaction, etc., at a minimum 2 feet (2') depth, or as recommended by the Geotechnical Engineer supervising the investigation. Boring logs shall be prepared and presented in a report along with all test results and recommendations for replacement structural section, overlay thickness, and/or rehabilitative repair strategy. Consideration for the effect of any overlay recommendations upon the existing profile, cross section and or drainage shall be addressed.
4. Prepare field and final geotechnical memoranda and logs of exploratory borings and results of laboratory testing.
5. Prepare scale plans showing locations and identifications of the borings and other required geotechnical information.
6. A Traffic Index (TI) shall be used in accordance with the City Standards when making recommendations for City streets. Appropriate TI shall be used for the crossing streets with higher classification and/or for streets with truck route designation.
7. All in-place/laboratory tests, sampling, and reports shall be performed and prepared in accordance with Caltrans and other applicable agency procedures, policies, regulations, requirements, and formats.
8. Potholes in paved street areas shall be repaired per City Standard Plan No. 602, A through E; however, potholes within the proposed pavement

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construction area may be considered for an alternate repair treatment, at the discretion of the City Program Manager.

9. It will be the responsibility of the Consultant to notify Underground Service Alert prior to the start of any subsurface exploration work. The Consultant shall submit a traffic control plan for street work only to the City for review and obtain a permit to operate and conduct explorations within the public right-of-way.
10. The Consultant shall obtain all necessary permits to enter and construct on private properties from property owners, as required by the City, for all research such as surveying, geotechnical, and other design-related work.

E. RESEARCH OF RECORD INFORMATION

The Consultant shall perform all research of utility company, and other agency records as necessary to secure all the information, clearances, and/or plan review services required to identify, locate, and accurately layout all underground improvements and easements, centerline, right-of-way, property lines, curb and gutter, intersecting streets, cross gutters, and other ancillary items that may affect the project.

The City will provide copies of available pertinent City Records, such as survey ties, benchmarks, and street plans that the City knowingly has in its possession.

F. UTILITY COORDINATION

The Consultant shall contact all utility agencies providing service within the City and obtain utility maps and records for the project area. Field reviews to locate all surface utilities that are impacted by the project shall be performed. A summary of the research findings, anticipated conflicts, relocations or adjustments shall be included in a memorandum. Continuing coordination shall be performed up to the Notice to Relocate prior to construction.

The Consultant shall provide utility notices to all utility companies with facilities within the limits of the project, such as, but not limited to: DWR, Eastern Municipal Water District (EMWD), Southern California Gas Company, (GAS), Southern California Edison (SCE), Moreno Valley Utility (MVU), Time Warner, and Verizon. Said notices will inform the utility of their need to relocate their facilities prior to construction or to adjust their facilities to grade after completion of the street paving.

The Consultant shall directly submit to **each utility company their required number of preliminary and final plan sets that provide the location, elevation of the utility, and the elevation of the improvement with the conflict area clouded to show the utility companies the areas that conflict.** The Consultant shall coordinate with the utilities for relocation of their facilities if required. The Consultant shall provide the utility companies with three (3) relocation notices. The City shall supply the Consultant with the required format for the utility notice in a Microsoft Word® format. The Consultant shall be responsible to complete the document. The Consultant shall also be required to

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coordinate with the utility companies the scheduled relocation of the utilities prior to the start of construction.

The utility notices are as follows: 1st Utility Notice for City Improvements, Preliminary Project Notice; 2nd Utility Notice for City Improvements, Prepare to Relocate; 3rd Utility Notice for City Improvements, Notice to Relocate; and 4th Utility Notice for City Improvements, Notice to Relocate Immediately. The City will supply the Consultant with the required forms for the utility notices in a Microsoft Word® format.

The Consultant shall compose all utility letters and forms. The City will print the utility notices on City letterhead and the Consultant shall pick-up and mail the letters, Certified, with Return Receipt requested back to the City. A copy of the Certified Mail article numbers shall be provided to the City within a few days of mailing. The Consultant shall document on the return receipt card the project number, project name, and name of the Consultant. The Consultant shall call the utility companies, as necessary, until a written response form is received from each potential conflicting utility.

The Consultant shall prepare and maintain a detailed utility coordination log that shall be updated on regular basis and be presented and discussed at Project Development Team (PDT) meetings.

The Consultant shall measure and document the height of the existing overhead utility lines for traffic signal, safety lighting, and street light clearance.

The Consultant shall obtain a Release Letter for Source of Power from MVU, as needed.

The Consultant shall coordinate with SCE or MVU for the source and location of the power for any traffic signals and locations for the meter cabinet and traffic sign controller. The Consultant shall obtain the address for the meter cabinet, when the location is known, from the City Building Division.

The Consultant shall coordinate with the utility companies for the relocation of any of their facilities that conflict with the proposed improvements and continue coordination until the utility conflict is resolved.

G. UTILITY POTHOLING

The Consultant shall pothole, or engage a construction service to pothole, all underground utilities to determine the location, depth for clearance, connection points, or conflicts for any underground improvements such as sewer lines, storm drains, gas lines, waterlines and other utilities. The Consultant shall pothole at least an adequate number of water and sewer laterals at appropriate locations to establish an average lateral depth. The Consultant shall submit to each utility company a preliminary set of plans that provide the location and elevation of the utility with the conflict areas clouded to show the utility companies the areas of conflict with the proposed improvements. The potholing information and plan shall be submitted to the City after completion of that task. If an area of possible

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conflict was not potholed, the Consultant shall pothole the area to verify no conflicts, at no cost to the City.

Potholes in paved street areas shall be repaired per City Standard Plan No. MVS1-132 A through F; however, potholes within the proposed pavement construction area may be considered for an alternate repair treatment, at the discretion of the City Program Manager.

It shall be the responsibility of the Consultant to notify Underground Service Alert prior to the start of any subsurface exploration work. The Consultant shall submit for City Review a traffic control plan and obtain a permit to operate and conduct any potholing within the public right-of-way.

The Consultant shall obtain all necessary permits to enter and construct on private properties from property owners, as required by the City, for all research such as surveying, geotechnical, and other design-related work.

H. RIGHT-OF-WAY

In support of the proposed project improvements, additional right-of-way will need to be acquired and may include fee simple interest, permanent easements, temporary easements, and right of entries, which are collectively termed as right-of-way. Consultant is to research and identify right-of-way needs, collect existing right-of-way documents, and prepare a right-of-way plan demonstrating existing rights and any additional rights needed. The consultant shall submit the plan to the City for review. Consultant shall clearly identify locations where additional rights are needed on the plan.

The Consultant shall take the lead, coordinate, manage, and be responsible for comprehensive full service right-of-way acquisition services based on a “cradle to the grave” approach within the project timeline. These services shall include the following major elements:

1. Identify all needed right-of-way based on project alternatives in order to satisfy the “maximum public benefit with the least private injury” principle.
2. Perform utility easement research/coordination and identify all utilities that have prior rights.
3. Prepare all right-of-way related documents.
4. Provide title reports and/or litigation guarantees for each of the take parcels.
5. Provide full-service appraisal services in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Professional Ethics of the Appraisal Institute and appraiser support during the acquisition process.
6. Provide comprehensive settlement negotiations and escrow services

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including preparation of all related documents until required deeds are recorded.

7. Coordinate eminent domain actions if required. If eminent domain should occur, the City and Consultant will negotiate the scope of services and fees.

The Consultant shall be responsible to ensure that all necessary right-of-way services are provided for the complete design of the project to meet all applicable Federal, State, and local requirements. The acquisition process shall be conducted in accordance with Caltrans procedures, California Civil Code, and the California Relocation Assistance law adopted by resolution of the City Council of the City of Moreno Valley on August 19, 1986, including any changes to state and federal law since the adoption.

The following is a list of services that may be needed over the course of the contract. This list is not intended to be all-inclusive, as other services may be required:

- a. Coordinate the preparation of site surveys relating to real properties that are required for public purposes.
- b. Identify the needs for new rights-of-way, permanent easements, temporary construction easements, and rights-of-entry. Conduct alternative analysis if necessary.
- c. Analyze title reports/cases, contracts, judgments, court records, and other documents to evaluate the legal status and effect upon title of various liens, restrictions, and encumbrances; perform research for all outstanding offers of dedication.
- d. Prepare a separate right-of-way plan showing existing right-of-way, areas requiring acquisition, assessor's parcel numbers, zoning, owner's name, addresses, type of business, property lines, footprints of buildings, setback distances from right-of-way to buildings, vegetation, existing and proposed improvements in the taking areas, existing driveways, and easements across the property.
- e. Prepare offers, summary statements, contracts, agreements, leases, correspondence, deeds, re-conveyances, legal descriptions, plats, certificates of acceptance, and other instruments for each parcel acceptable to the City (and applicable utility companies) for conveyance of marketable title interests and for accurate representation of right-of-way necessary for construction of the project.
- f. Prepare all documents required for temporary construction easements and rights-of-entry.

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- g. Prepare preliminary estimate of the market value of real property and prepare written reports.
- h. Consult with the necessary City departments regarding real property matters.
- i. Assist in preparing Staff Reports for City Council to authorize various right-of-way related matters such as authorization for negotiation, execution of purchase agreements, adoption of resolution of necessity, etc.; and make presentation at the City Council Meetings.
- j. Negotiate for purchase, lease, voluntary dedication or donation of real property.
- k. Provide staking as needed during the appraisal process and/or negotiation process to establish take area boundaries.
- l. Provide project improvements alternate analysis during right-of-way negotiations phase as necessary.
- m. Conduct regular status/coordination meetings during the right-of-way phase.
- n. Record documentation at the County Recorder's Office.
- o. Provide independent review of property surveys, plats, and legal descriptions.
- p. Review draft appraisal reports for completeness and accuracy.
- q. Maintain records, databases, maps, deeds, and other documents.
- r. Provide relocation assistance to occupants of real property acquired for projects.
- s. Conduct research at the County Assessor's Office.

Appraisal (if needed):

The Consultant shall perform all appraisals in accordance with the USPAP, the Code of Professional Ethics of the Appraisal Institute, and all federal and state laws and requirements in accordance with Chapter 7 of the Caltrans Right-of-Way Manual for "Appraisals" for those projects that are state/federally funded.

Each appraisal shall be performed in a format, assuming a potential action in eminent domain (condemnation), including, but not limited to, such considerations as highest and best use as if vacant, damages to the remainder, etc.

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The Consultant shall submit three (3) bound copies of the Appraisal Report in accordance with the Caltrans Right-of-Way Manual. One data book may be compiled for multiple parcels, but each parcel appraisal must have sufficient content to be stand-alone.

All three (3) approaches to value - the Cost Approach, Income Approach and Sales Comparison (Market) Approach, as outlined in Section 7.05 of the Caltrans Right-of-Way Manual, shall be considered and all approaches that apply to the subjects shall be employed with the most applicable being weighted appropriately.

The appraiser shall conduct all necessary research to determine owner of record, land use, zoning, encumbrances, highest and best use, and any factors that will affect value.

The appraiser shall bring forth any major issues identified on the project and discuss. If the project is federally funded, the Consultant shall have the appraisal reviewed by an independent appraiser. All appraisals shall be prepared by a certified appraiser.

I. FORMAT FOR PLANS AND SPECIFICATIONS

1. Any PS&E must conform to the City of Moreno Valley's standards and format. The Consultant shall provide clear, concise, and complete plans and profiles, which shall include, where applicable, the title sheet, street improvement, storm drain, traffic signal, striping and signing, traffic control, and detail and cross section plans. The scales for the plans are 1" = 20' for traffic signal and 1" = 20' or 1" = 40' for all other plan sheets. The City of Moreno Valley's standard title block shall be used for all sheets.

The Consultant shall indicate on the plans the stationing of all intersections, beginning and end of curves, and breaks in alignment. Survey monuments and monument wells shall be noted on the plans for preservation. Missing monuments shall be installed per City Standards. Monuments are to be placed in all street intersections, public and private. The setting or marking of the actual monuments shall be done under the direction of a licensed land surveyor at the end of construction, and a Record of Survey shall be filed with the County and copy shall be submitted to the City. These items must be quantified and shown in the PS&E. The Consultant shall note that the Contractor shall be responsible for replacing disturbed monuments or ties after construction is completed.

2. The Title Sheet shall include, but not be limited to: Project title, vicinity (location) map, title block, north arrow, scales, general notes, telephone numbers of utilities and other affected agencies and businesses, sheet index, and other required notes and information.
3. Street and Trail Improvement Plans shall include, but not be limited to: All existing surface improvements, driveways and entrances, edge of

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pavement, curbs, gutters, cross gutters, sidewalks, access ramps, mailboxes, landscaping, walls and fences, water valves and meters, fire hydrants, gas valves, sewer manholes, storm drain manholes, telephone manholes, electrical manholes, electrical cabinets, power poles, street lights, traffic loops, signs, catch basins and other storm drain facilities, utility lines (both underground and overhead), right-of-way and lot lines, and all other surface features that could be affected by the new construction within the project limits. Existing improvements shall be shown in a half-tone or dashed background format to distinguish them from the new improvements. Potential future improvements, such as amenities, will be shown with appropriate notation, where those future improvements require infrastructure support that crosses the proposed improvements.

New improvements shall include, but not be limited to: Construction notes and legends, curbs, gutters, sidewalks, street drainage facilities, street lighting (where required), all facility or structure adjustments to be performed by the Contractor (including water valves and meters, gas valves, sewer manholes, storm drain manholes, telephone manholes, electrical manholes, etc.), street centerline and top of curb profiles, all relocations, all reconstructions or modifications, and all other proposed improvements shall be shown in full tone or highlighted with appropriate construction notes, detail references or standard plan references identified. All access ramps shall be upgraded to comply with the latest ADA standards. Construction notes shall be arranged such that the first notes are "protect in place" followed with "removal" notes and end with the actual work. Notes of like work shall be grouped together.

4. Traffic Signal Plans, including Modifications, shall include, but not be limited to: Eight (8) phase controllers with bicycle logic, emergency vehicle pre-emption, telephone connection, traffic signal interconnect, battery back-up, ultimate sizing of traffic signal poles and arms, pedestrian and bicycle push buttons, poles and pole footings designed to a wind velocity of 100 MPH or greater, adequate storage for turn lanes, and any other improvements, including right-of-way in order to signalize the intersection. 1" = 20' Scale drawing of the intersection shall show background topography either dashed or at half tone line quality, dimensions, signal pole and push button pole placements, controller and power meter cabinet placements, conduit runs and hand holes or junction box placements, lane channelization and dimensions, detection loop placement, circuitry and conductor schedules, signal pole and mast arm schedules, phase schedules, schedules for signal heads, schedules for loop detectors, signal pole location details, emergency vehicle pre-emption details, and all other notes, schedules, details and/or drawing components required for a complete traffic signal construction plan. The traffic signal meter addresses shall be shown on the Traffic Signal Plans.

The Consultant shall accurately determine the height of the existing overhead utility lines and pole for traffic signal, safety lighting, and street

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light clearance of utilities. The plans shall clearly show the horizontal location and elevations of overhead and underground utilities that are in the immediate vicinity of proposed improvements. Elevations shall be at the low-point, and indicate the horizontal location of said low-point. Clearances to the proposed improvements shall also be shown. The Consultant shall research and establish necessary clearances for construction and operation, which are typically different. Material changes required during construction as a result of incorrect measurements by the Consultant shall be back-charged to the Consultant based on the material value of loss to the City, as determined by the City. The Consultant shall agree to pay said charges, or have appropriate monies withheld. The Consultant shall create a Utility Profile, showing existing utilities with proposed improvements and the clearances between the two, on one or more "Utility Profile" sheets. Utility Profile sheets shall be stamped and signed by the appropriate professional, and submitted to the City of Moreno Valley on 11"x17" sheets.

5. Striping and Signing Plans shall include but not be limited to: Existing and proposed access ramp locations and types, curbs, driveways, existing and proposed street and trail striping, street and sign legends, crosswalks, dimensions for lane widths, traffic signal loops, and all other ancillary street and trail markings and signing that may exist, or may be required to be placed or removed to complete the new traffic signal and associated street improvements. The signing notes, painted striping notes and thermoplastic marking notes are to be grouped together.
6. Landscaping, irrigation, planting, and architectural detail plans shall include but not be limited to: 1" = 20' scaled drawings; turf and plant varieties must be drought resistant and be approved for 'Sunset' Zone 18; irrigation shall be designed by a Certified Irrigation Designer with current registration from the Irrigation Association (or provide sufficient education or certifications to be considered equal to), adhere to the City Standard Plans for park projects, and the Department's Park Specifications; planting plans shall adhere to the City Standard Plans for park projects and the Department's Park Specifications; architectural details shall be referenced by number on the plans to a corresponding number in the bid documents. All landscaping and irrigation plans shall be designed in a program compatible with AutoCAD Land Development software to a size of 24" by 36" and shall be reviewed and approved by Parks and Community Services. Final plans will require a wet signed Mylar with numbered hanging file tabs on each sheet shall be signed by a registered State of California Landscape Architect, a CD or DVD of the approved plans in Tiff, PDF, DWF, and the original design software formats. It shall be understood that the City will be the owner of the plans and will adhere to any copyright laws.
7. Detail Plans shall be provided where standard plans are not available or where specific dimensioning cannot be readily shown on the improvement plans or provided by description in the project specifications or as needed

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to insure project constructability.

8. All drawings shall be prepared with AutoCAD Land Development software or design software that is compatible with the Land Development software approved by the City. The design shall be plotted using permanent drafting ink on Mylar, and drafted on twenty-four inch by thirty-six inch (24" x 36"). The Consultant is required to put hanging file tabs on all Mylar sheets. The final Plans shall be signed by a Civil Engineer registered in the state of California. No "stick-ons" will be allowed.

The originals and the electronic data of these drawings are to be considered to be the property of the City at all times, and shall be submitted to the City, along with a CD-RW disk in AutoCAD Land Development format, upon completion or as otherwise directed by the City. The electronic data shall also include all survey data and point information.

9. Specifications - The City will provide the Consultant with its boilerplate Specifications and General Technical Provisions in the current version of Microsoft Word® for Windows format. The Consultant shall be responsible for compiling the project Specifications, signed by a Civil Engineer registered in the State of California, which is complete and ready for bidding purposes. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) shall be used on the project, except for traffic signals, striping, and traffic signs. The technical portion of the Caltrans Standard Specifications shall be used for the traffic signals, striping, and traffic signs.

J. GENERAL DESIGN SUBMISSION REQUIREMENTS DEFINED

The City has established criteria/requirements for submittals at progressive levels for project reviews and payment purposes. A description of "General Design Submission Requirements" is attached as Exhibit A.

K. SUBMITTALS TO (CITY, AGENCIES, UTILITIES, ETC.)

1. The Consultant shall submit six (6) sets of bond copies of the design drawings with each submittal for checking to the City, along with the previous redlined check prints. The design drawings shall be as complete, accurate, and error-free as possible before plan checking is considered, in order to reduce the number of plan checks required and related costs therefore to the City and Consultant. Incomplete submittals may be rejected.
2. The Consultant shall submit four (4) sets of any reports, such as geotechnical and/or quantity calculations with each submittal for checking to the City, along with the previously checked reports. Six (6) sets of Project Report signed by a Civil Engineer registered in the State of

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California shall be submitted for checking.

3. The Consultant shall, at no cost to the City, correct errors, omissions, and unworkable and/or improper design/drafting on the original drawings, which are discovered subsequent to the completion of the plan checking process.
4. The Consultant shall submit three (3) sets of bond copies of cross sections along with each submittal of the design drawings for plan checking. One (1) reproducible and three (3) sets bond copies of cross sections shall be submitted along with the final submittal of the design drawing.
5. The City shall receive a copy of all transmittals, submittals, and letters sent to utilities and agencies regarding the project.

L. ESTIMATE OF QUANTITIES AND COST

The estimated quantities shall itemize all new, remodeled, reconstructed, relocated improvements, but not be limited to: Itemizing all removals, relocations, water pollution control, storm drain, mailboxes, earthwork, sub-grade preparation, cold milling, aggregate base, asphalt concrete (AC) paving, Portland Cement Concrete (PCC) sidewalk, PCC trail, AC trail, PCC curb and gutter, driveway approaches, survey monument wells, raising manholes, water valve lids, traffic signals, traffic loops, painting of pavement legends and striping, signs, traffic control, raised pavement markers, project signs and trail amenities. The estimated quantities shall be arranged in chronological order of construction and shall contain all the information necessary to prepare the Engineer's Estimate in the format specified by the City or associated agencies. The Engineer's Estimate and bid schedule shall be broken out by funding source or as otherwise directed by the City Program Manager.

There shall be a separate detailed traffic signal estimate in addition to the overall project estimate. The detailed traffic signal estimate shall include, but not limited to, foundations, conduits, conductors, poles, arms, pedestrian and bicycle push buttons, pedestrian heads, 3 section vehicle heads, emergency vehicle pre-emption devices and cables, 250W luminaires, illuminated signs, controller and Type P cabinets, Type III service, and other appurtenances.

Computations showing estimated quantities, costs, and sum totals shall be submitted to the City for review. Submission of computations does not relieve the Consultant's responsibility of submitting an accurate estimate of quantities. The Consultant shall, at the 100% and final Plan stages, submit estimated quantities calculated and listed by plan sheet, for review by the City. The Consultant's final construction cost estimate shall be based upon, and in agreement with, the final estimate of quantities.

Consultant shall prepare a separate estimate of maintenance and operations costs, covering a minimum of twenty years of maintenance.

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M. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

The Consultant shall determine if a SWPPP or Water Pollution Control Plan (WPCP) is appropriate in accordance with either the San Jacinto Construction Activity Permit or the General Construction Activity Permit depending on the permit area of coverage. The Consultant shall include the appropriate specification as well as the provision that the contractor shall prepare the SWPPP or WPCP as part of the construction submittals.

N. COPIES OF CONTRACT DOCUMENT PACKAGE

The City will have copies of the Contract Document Package reproduced for distribution during bidding.

O. OWNER OF ORIGINAL DRAWINGS, DOCUMENTS, AND OTHER INFORMATION

The City will be the owner of all original drawings, documents, and digital information. All digital and or computer generated drawings shall be the property of the City and a copy shall be submitted to the City on a CD-RW disk.

P. PROJECT SCHEDULE

The Consultant shall prepare a project schedule and provide hard copies for reports and staff usage. The project schedule shall be updated regularly and handed out during the PDT meetings.

The project schedule shall be divided into tasks and subtasks in full detail showing their critical path for expeditious project completion. The schedule shall include, but is not limited to, planning, right-of-way acquisition, environmental clearance, permitting, design, advertising, construction, and any other applicable tasks. All the required time for project reviews and processing and associated agency and utility contacts and coordination shall be shown. Critical task items such as permit applications, environmental, City Council meetings, appraisals, negotiations, utility noticing, notices to proceed, notice of completion, as-built plan preparation, and GASB 34 documentation shall also be shown.

Q. PROJECT MEETINGS

The Consultant shall be responsible to schedule all necessary project meetings, prepare the meeting agenda, send invitation letters to required attendees, attend and chair the meetings. At the conclusion of each meeting the Consultant shall prepare and distribute meeting minutes, within three (3) working days, to the satisfaction of the City Program Manager. The project meetings shall include, but not be limited to:

1. Kick-off meeting to including all sub-consultants, City Departments, affected outside agencies, school districts, utilities, funding staff and other interested parties to the work.

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2. Set and facilitate Project Development Team (PDT) meetings on a monthly (or higher frequency if necessary) basis. At a minimum, stakeholders including DWR representatives and the Safe Routes to School Coordinator will be invited.
3. Conduct status and coordination meetings.
4. Conduct one community workshop and schedule City staff participation as needed.
5. Conduct meetings with affected stakeholders, utility companies, and other agencies as needed.
6. Conduct field meetings with City staff, residents, utility representatives, and federal and state representatives as required over the course of design.
7. The Consultant shall facilitate the bidding process and assure that all Federal, State and local contracting laws have been met.

V. CONSULTANT'S PROPOSAL AND COMPENSATION

The Consultant's Proposal shall be no more than 20 pages excluding a cover letter of up to two pages, resumes up to two pages per person, dividers, certificates, and appendices. Resumes, billing rates, project schedule, resource matrix, certificates, and other required forms shall be attached in the appendices. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the Request for Proposal will not be given further consideration.

The Proposal shall include the following sections:

- A. **Project Understanding:** This section should clearly convey clear understanding of the nature of the work, identification of major project issues, and proposed solutions thereof, from both the Consultant and the sub-consultants (consultant team).
- B. **Approach and Management Plan:** This section provides the consultant team's proposed approach and management plan for providing services. Include an organization chart showing proposed relationship among consultant team/staff as well as any other parties that may have significant role in the delivery of this project.
- C. **Qualifications and Experience:** Provide qualifications and experience of the team for this project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members including references. Identify and provide in-depth information for the proposed project manager's qualifications, track record and relevant experience.

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- D. **Staffing Plan:** Discuss staffing plan, the workload, both current and anticipated, for all key team members, and their capacity to perform the requested services according to the proposed schedule. Discuss the firm/team's approach for completing the services required for this project within budget and schedule.
- E. **Work Plan and Schedule:** Include a description of how each task of the project will be conducted, identification of deliverables for each task and implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the consultant team's approach for completing the project.
- F. **Quality Control and Assurance:** Discuss QA/QC proposed for each phase/deliverable for this project, including various independent plan check reviews and 95% plan biddability/constructability/claims avoidance reviews.
- G. **Additional Relevant Information:** Provide additional relevant information that may be helpful in the selection process (not to exceed two pages).

The Consultant's Proposal shall include the following statements:

1. A statement that this Request for Proposal shall be incorporated in its entirety as a part of the Consultant's Proposal.
2. A statement that this Request for Proposal and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.
3. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's Request for Proposal except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
4. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this Request for Proposal for Professional Consultant Services.
5. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, telephone numbers and email addresses of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.

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6. A resource allocation matrix *must* be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. The Title Reports shall be a separate line item under the right-of-way task.

The resource allocation matrix, in addition to any tasks the Consultant chooses to list, shall include but not be limited to meetings, progressive plan submittals, Summary Memo, utility relocation engineering right-of-way investigations, right-of-way acquisition, As-Built Drawings, and GASB 34 documentation.

7. A rate schedule *must* be submitted with the Proposal. The rate schedule must list titles, names, roles, and hourly billing rates in rows. A statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred shall also be included. All extra work will require prior approval from the City.
8. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.

A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.

9. A statement that all charges for Consultant services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
10. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
11. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
12. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in

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invoicing for progress payments and for extra work incurred that is not part of this Request for Proposal. **An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of the Proposal submittal.** All extra work will require prior approval from the City.

13. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
14. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
15. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
16. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
17. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
18. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.
19. A statement that this Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs."

Review/Complete all attached forms included as an appendix to the proposal and do not count against the page limit.

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VI. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance.

The DBE goal for this Agreement is 11%.

Terms as Used in This Section

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

Authority and Responsibility

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Proposer must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

Submission of DBE Information

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts and submit Exhibit 15-H *DBE Information – Good Faith Efforts*. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

Submit written confirmation from each DBE stating that it is participating in the contract

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including the proposed scope of work and dollar amount. Include confirmation with the DBE Commitment form. A letter from the DBE on its letterhead will serve as written confirmation that the DBE is participating in the contract.

A DBE may be terminated only with written approval by the City of Moreno Valley and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting the City of Moreno Valley's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

DBE Participation General Information

It is the Proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Proposals not meeting these requirements will be deemed non-responsive. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE Proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The Proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The Proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The Proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The Proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

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Resources

It is the Proposer's responsibility to verify that the DBE firm is certified as DBE at the proposal due date. The California Unified Certification Program (CUCP) database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification at the toll free number 1-866-810-6346 for assistance. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.

1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
2. Click on Search for a DBE Firm link;
3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

Materials or Supplies Purchased from DBEs Count Towards the DBE Goal Under the Following Conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

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- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

The Proposer must:

- Take necessary and reasonable steps to ensure that DBEs have an opportunity to participate in the contract (49 CFR 26).
- Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.
- If a DBE subconsultant is unable to perform, Proposer must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H form with the proposal showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you should also submit good faith efforts documentation to protect your eligibility for award of the contract in the event the City of Moreno Valley finds that the DBE goal has not been met (i.e. a listed DBE IS NOT certified).

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were

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interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The information presented in this Section VI is consistent with information presented in Caltrans Local Assistance Exhibit 10-I (Notice to Proposers DBE Information) and proposer is required to refer to most current Exhibit 10-I for latest requirements and/or changes.

Forms and information for the Caltrans Local Assistance Program can be found here: <http://www.dot.ca.gov/hq/LocalPrograms/index.htm>

VII. GENERAL COMPLIANCE WITH LAWS AND WAGE RATES

The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

The Consultant is required to submit certified payrolls weekly. This applies to all applicable field personnel working on the project. In accordance with Section 1771.5 (b) (5) of the California Labor Code, the City will withhold payments when the payroll

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records are delinquent or inadequate.

VIII. FEDERAL EMPLOYEE BENEFIT

No member of, or delegate to, the Congress of the United States, and no Resident Commissioner shall be admitted to any share or part of the Agreement to the said project or to any benefit to arise from the same.

The Consultant shall complete and include the "Certification for Contracts, Grants, Loans, and Cooperative Agreements" and "Disclosure of Lobbying Activities" forms (attached) with the Proposal.

IX. PAYMENT TO CONSULTANT

- A. This work is to be performed for a "Not-to-Exceed Fee."
- B. The Consultant shall provide a "Payment Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fee" which shall be the sum of all tasks by part, phase, and milestone.
- C. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.
- D. The City will pay the Consultant for work completed based on milestones completed and accepted by the City. These Milestones are:
 - 1. Summary Memos complete.
 - 2. Alignment plan is approved by City departments and DWR.
 - 3. Conclude Environmental Clearance.
 - 4. Complete PA/ED.
 - 5. 65% plans are complete.
 - 6. 95% PS&E is complete.
 - 7. Right of way is acquired.
 - 8. Permits are applied and obtained.
 - 9. 100% PS&E is complete.
 - 10. Any other logical task on a major task successfully completed and accepted basis, but not more frequently than monthly.

The City shall make sole and final determination if a milestone as described above is complete and acceptable for payment.
- E. Milestone invoices, not more frequently than monthly, will specifically identify job title, person-hours, and costs incurred by each task.
- F. Sub-categorization of tasks is permitted to better define the task for payment.

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- G. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fee."
- H. All tasks including labor and reimbursable costs such as printing, postage, and delivery shall have supporting documentation presented at the time payment is requested.
- I. The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."
- J. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an "Amendment to the Agreement" will be executed between the City and Consultant.
- K. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.

X. INSURANCE

- A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.
- B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY

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.

- C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- D. The Consultant shall have Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California.
- E. A 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, its 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

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available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers and employees and agents, under any third party liability policy."

- F. 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.
- G. 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 coverage's 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 Agency, 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 amount established.
- H. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way **and** affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City's Capital Projects Division. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

The "Application for Encroachment Permit" form (four pages), including "Application for Encroachment Permit Liability Insurance Requirements," is available in the Capital Projects Division and must be completed and submitted in full to the City. It is the Consultant's responsibility to ensure that all subconsultants submit the appropriate encroachment permit and insurance documentation at the same time that the Consultant's insurance documentation is submitted.

XI. INDEMNIFICATION

- A. To the maximum extent allowable by law, the Consultant, when functioning in the capacity of a design professional, 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 that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct 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 negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.
- B. The consultant, when not functioning in the capacity of a design professional, agrees to indemnify, defend, and save the City, the Moreno Valley Housing

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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, MVHA, and CSD, their officers, agents or employees.

- C. 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, MVHA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, MVHA 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.

XII. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XIII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing the said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

XIII. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, City's

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Request for Proposal, Consultant's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

XIV. GENERAL CONDITIONS

- A. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

- B. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).
- C. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

XV. SELECTION CRITERIA

The Consultant may be invited to a selection interview. The Proposals will be rated/ranked according to the following criteria:

1. The Firm's General Experience and Qualification Information (20 points) – Information about the company (and all sub-Consultants) including: professional licenses held; ability to furnish required insurance and meet stipulations of the City's "boiler plate" agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services.
2. Experience of Key Personnel (40 points) – Information and background on key personnel (and all sub-consultants). Qualifications, abilities, familiarity with state and federal procedures. Local experience on comparable projects and length of service with the firm and reference information preferably with municipal agencies;
3. Project Approach/Understanding (40 points) – Understanding of project, discussion of major issues identified on the project and how the Consultant team

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plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time, within budget that provides a cost efficient, timely and predictable execution of the project construction.

Attachments:

Attachment 1	Exhibit A – General Submission Requirements
Attachment 2	Location Map
Attachment 3	Application Design Plan and Estimate
Attachment 4	Master Plan
Attachment 5	Right-of-Way Information
Attachment 6	City Standard Agreement for Professional Consultant Services (no changes to this agreement will be allowed)
Attachment 7	First Addendum to City Standard Agreement – Supplementary General Conditions (This form only requires execution and submittal if the City accepts your proposal and sends you an Agreement for execution.)
	Required Caltrans and Federal forms (to be filled out and included with the proposal):
Attachment 8	Exhibit 10-I – Proposer’s List of Subconsultants (DBE and Non-DBE) – Parts I and II
Attachment 9	Exhibit 10-K – Consultant Certification of Costs and Financial Management System
Attachment 10	Exhibit 10-O1 – Consultant Proposal DBE Commitment
Attachment 11	Exhibit 10-O2 – Consultant Contract DBE Information
Attachment 12	Exhibit 10-Q – Disclosure of Lobbying Activities
Attachment 13	Exhibit 15H – DBE Information – Good Faith Efforts

Exhibit B

P S O M A S

Balancing the Natural and Built Environment

November 13, 2017

Margery Lazarus, PE
 Project Manager
 City of Moreno Valley
 14177 Frederick Street
 Moreno Valley, CA 92551

Subject: Amendment to “Work Plan” Section E of Psomas’ proposal to the City of Moreno Valley
 On Juan Bautista De Anza Historic Corridor (formerly Aqueduct Trail)

Dear Marge,

In order to align the use of available Active Transportation funding Cycle 2 allocated to the Juan Bautista De Anza Historic Corridor (Juan Bautista Trail), Psomas provides the following amendment, clarification and/or edit to its Work Plan as presented in its proposal dated October 17, 2017, as enclosed herein.

Phase 1 – Completion of Project Assessment & Environmental Documentation

Task 1.1 – Utility Coordination

Set-aside budget for six(6) potholes is being reallocated to Phase 2, with an approximate amount of \$ 9,000.

Task 1.A – Environmental

Deliverable on this task will consist of a Consistency Memorandum. No errata sheet is assumed at this point, since no discrepancy between in-progress environmental documentation and what is required to obtain Categorical Exemption and Exclusion based on CEQA/NEPA is anticipated.

Psomas will prepare Section 401 CWA Water Quality Certification or a Report of Waste Discharge application will be prepared and submitted to the RWQCB following review and approval by the City. Psomas will work with City to identify appropriate construction and post-construction Best Management Practices. This task does not include the permit filing fee and assumes that a jurisdictional delineation and biological technical report will be provided. No field delineation or biological surveys are included in this task. The permit cannot be completed without the aforementioned reports. No meetings are included in this task. Meetings can be attended on a time and materials basis at an additional cost. Telephone and e-mail coordination are assumed included.

1500 Iowa Avenue,
 Suite 210
 Riverside, CA 92507

Tel 951.787.8421
www.psomas.com

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

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Task 1.6 – Right-of-Way Need Confirmation and Coordination

In addition to identifying right-of-way and easement needs, Epic Land Solutions, Psomas' right-of-way subconsultant will also advance the necessary research that is covered under Task 3.1 of Phase 3. Deliverables will include Preliminary Title Reports and tentative assessments on acquisition, easement and/or dedication approach at three parcels involved as follow:

- 1) APN: 312-020-025: 10.8 Ac parcel with existing Department of Water Resources (DWR) easement owned by Maple Lane Group
- 2) APN : 312-031-033: 0.78 Ac parcel with existing Department of Water Resources (DWR) easement owned by The Bukowski Family Living Trust
- 3) APN : 312-130-009: 7 Ac parcel belonging to the Val Verde Elementary School District

Task 1.9 – Project Report

In lieu of a formal Project Report, a brief Technical Memorandum (estimated to be 5 -10 pages) consisting of preliminary findings involving alignment, cross-section, utilities, drainage and right-of-way assessments will be summarized and submitted for review and approval. A preliminary Opinion on Probable Cost will be also be included. Reference to the development and submittal of a "Project Report" throughout the proposal document is amended as noted.

Task 1.10 (added Task)– Request for Authorization (RFA) Support for PS&E/Right-of-Way

The City of Moreno Valley is participating in a pilot program conducted by Caltrans' Local Assistance District 8 applicable to Request for Authorizations for Right-of-Way/Utility and Construction. It is our understanding that a consolidated form LAPM-3A will replace the requirement to use forms 3A through E, 3Q, 3O, 12A and 12C. The City intends to submit request for authorization on Final PS&E and Right-of-Way simultaneously.

Task 2.5 previously listed to be done in Phase 2 will be completed during Phase 1 under this task.

Phase 2 – Plans, Specifications and Estimates (PS&E)

Task 2.5 – Request for Authorization for Right-of-Way/Easement

As described earlier, this task is being done as part of a new Task 1.10 added under Phase 1.

Ms. Lazarus
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Phase 3 - Right-of-Way and Utilities

Task 3.1 - Title Examination Services

This task will practically be done as part of Task 1.6.

Task 3.4 - Right-of-Way Acquisition/Negotiation

Instead of four (4) parcels initially identified, acquisition, easement and/or dedication on three (3) parcels are needed based on further assessment. This understanding and assumption also apply to other tasks under Phase 3.

Task 3.6 - Request for Authorization for Construction

As described earlier, a consolidated form 3A will be used in lieu typical forms that were required to be furnished and submitted.

We believe the aforementioned reflects what was discussed. If you have any questions, please do not hesitate to call me at (714) 481-7956, or email: Arief.naftali@psomas.com. Thank you for your consideration.

Respectfully Submitted,
Authorization to Proceed



Arief Naftali, PE, TE
Project Manager

Mike Harris, R/W-NAC, {Specify Title Here}

Total Years of Experience: 25

Years with Firm: 7

Education:
International Right of Way (IRWA), coursework leading to Senior Member Designation

National Highway Institute Coursework

Registrations/Certifications:
Real Estate Salesperson, California, License #01863470

Notary Public, California, Commission #2062539

Right of Way Negotiation & Acquisition Certification, International Right of Way Association (IRWA)

Associations/Organizations:
Member, International Right of Way Association (IRWA), Chapter 11

Mike Harris is a likable, skilled negotiator who has played a critical role acquiring fee interests, permanent slope easements, permits-to-enter and temporary construction easements on a voluntary basis without condemnation. Mike has drafted CAD drawings and acquired distribution easements for San Diego Gas & Electric (SDG&E). He is a former title engineer and examiner who utilizes his more than 25 years of industry knowledge to expeditiously secure title reports, examine preliminary title reports and provide final title policies. He obtained an in-depth understanding of the business through his work writing legal descriptions for newly created properties and researching property chains to determine legal boundaries. Mike's experience in the title industry coupled with his compassion and friendly demeanor has proven invaluable to his success. His thoughtful, diligent work has earned Epic public recognition by local housing authorities in San Diego. Mike is a licensed California real estate salesperson and a California notary public.

Relevant Project Experience

Anza Road Bridge Replacement Project, County of Imperial, Assistant Project Manager: Epic teamed with an engineering firm and was awarded the County of Imperial's Anza Road realignment and bridge replacement project. As an off the state system oversight project, Caltrans District 11 has delegated federal authority to oversee mandated project delivery milestones consistent with the use of federal funds. Four agricultural properties and IID facilities may be impacted. Any appraisal, acquisition or utility coordination activity will strictly adhere to the Caltrans Right of Way guidelines. Mike and Epic's acquisition team will provide years of Caltrans experience in accomplishing this important safety project within the Imperial Valley.

Distribution Easements, San Diego Gas & Electric (SDG&E), San Diego, CA, Acquisition Agent: Mike provided acquisition services for SDG&E's easements related to new facilities, infrastructure improvements, underground conversions, and new pad-mounted electrical switches (PMEs). Over 500 easements were acquired by Epic for these purposes. Mike was the agent

responsible for the creation of the easement document as well as the Exhibit A using AutoCAD LT. He obtained the necessary signatures for acquired easements through negotiations with both property and third-party owners.

Orangethorpe Grade Separation, Orange County Transportation Authority (OCTA), Orange, CA, Assistant Project Manager: Mike provided managerial closeout review through quality assurance and quality control of all project files. He performed examination of all files in order to ensure all pertinent information was included according to the Caltrans oversight closeout checklist. He reviewed all project files requiring full-fee take, partial-fee take, utility/slope/wall/maintenance easements, temporary construction easements (TCE), and rights of entry initiated from the notice to appraise phase through the conveyance conclusion and/or final order of condemnation to ensure strict compliance with an off-system Local Public Agency (LPA) Caltrans oversight project.

Kraemer Blvd. Grade Separation, Orange County Transportation Authority (OCTA), Orange, CA, Assistant Project Manager: Mike provided managerial closeout review through quality assurance and quality control of all project files. He performed examination of all files in order to ensure all pertinent information was included. Mike also reviewed all project files requiring temporary construction easements beginning with the initial notice to appraise stage, leading up to the acquisition conveyance or final order of condemnation of private properties to ensure strict compliance with this Local Public Agency (LPA) off-system Caltrans oversight project.

State College Grade Separation, City of Fullerton/ Orange County Transportation Authority (OCTA), Assistant Project Manager: Mike provided managerial closeout review through quality assurance and quality control of all project files. He performed examination of all files in order to ensure that pertinent information was included. He also reviewed all project files requiring temporary construction easements beginning with the notice to appraise stage and leading up to the acquisition

conveyance or final order of condemnation of properties to ensure strict compliance with an off-system Caltrans oversight project.

Solana Beach Transit Station, North County Transit District (NCTD), Assistant Project Manager: As part of Epic's on-call consulting services to the District, our team took the lead in refocusing a previous attempt to generate interest in a public-private partnership to create a robust, multiuse development at the transit center. Epic suspected the previous RFP was not focused toward the concerns and specifications of project developers. With Epic's knowledge of public agency regulations, Federal Transit Administration requirements and developer needs, the Epic team produced a successful RFP that satisfied the criteria for both sides. The RFP produced by Epic generated four viable proposals. Mike and the Epic team ensured success by calling more than 100 commercial brokers and developers and posting the RFP on CoStar and other relevant websites. Upon receipt of the proposals, Epic provided a comparative analysis for the District that showcased the benefits and drawbacks of each plan. Epic is pleased to have worked with the District to turn unproductive land into a site that will generate up to \$600,000 per year, meet 2030 ridership parking requirements and make the station more appealing to transit users as an attractive gateway to the surrounding community.

Crenshaw Transit Corridor, Los Angeles County Metropolitan Transportation Authority (Metro), Los Angeles, Right of Way Agent: Mike provided right of way analysis for the Advanced Conceptual Engineering phase of this light-rail project; reviewed right of way requirements identified by alignment changes, including relocation impacts of households and businesses. He performed inspection of lease and license agreements to determine relocation eligibility and assistance qualifications.

I-15 La Mesa Road & Nisqualli Road Interchange, City of Victorville, Acquisition Agent: Epic provided acquisition services for the City of Victorville's extensive highway interchange project. Mike negotiated with various property owners for sensitive property acquisitions. He maintained crucial communications with title and escrow personnel to obtain title reports and escrow documents for property conveyance, and interfaced regularly with agency personnel and counsel to resolve all outstanding issues.

Campo Road Sewer Replacement, Otay Water District, Rancho San Diego, Assistant Project Manager: Otay Water District is replacing 1.75 mile of 10-inch pipe with a 15-inch pipeline adjacent to Campo Road in Rancho San Diego. This project is necessary to provide increased capacity for the growing community and reduce the possibility of sewer overflows. To support the District's effort, Epic provided preparatory right of way services. These services included reviewing and analyzing preliminary title reports, providing appraisals and researching adjacent utilities. Utility easements were needed for two shopping centers and a temporary construction easement was necessary for a church property. As ownership information for one of the shopping centers was not readily available through state records, Mike tracked down an out-of-state owner through the center's security company. The District expects to complete this project in 2019.

Hill Street Slope Repair and Stabilization, San Diego Association of Governments (SANDAG), El Cajon, Assistant Project Manager: This project aims to mitigate slope instability and drainage issues at San Diego Metropolitan Transit System (SDMTS) facilities south of the El Cajon Transit Center. Epic is providing utility coordination/right of way impact study and right of way documents.

El Camino Real Bridge Improvements at Cannon Road No. 6042, City of Carlsbad, Assistant Project Manager: The Agua Hedionda Creek bridge is located on El Camino Real, east of Cannon Road. The bridge was constructed in 1971 and is 108 feet wide and 112 feet long. Currently a narrow sidewalk exists on the south side and a partial sidewalk terminates at the bridge on the north side of El Camino Real. This project includes two left turn lanes and an additional thru-lane in the westbound direction to tie into the Robertson Ranch West development from Cannon Road to Tamarack Avenue. Also, the bridge will be widened to accommodate a right-turn only lane to northbound Cannon Road and a new sidewalk. The existing sidewalk may be widened from four feet to six feet to meet Caltrans design requirements and enhance mobility. Mike and the Epic team are currently performing field review and investigation of the site, which includes existing utility identification, coordination and base mapping. Additional services include right of way easement coordination, appraisal, acquisition and escrow/closing assistance.

San Diego Square Apartments, Housing Development Partners, San Diego, Senior Relocation Agent: This 12-story apartment building was renovated in 2015 to provide updated apartments for low-income seniors. Mike interviewed and provided all necessary notices to tenants, attended community meetings and handled all 154 temporary relocations within 10 months. Units were rehabilitated in 28 phases. Mike coordinated packing, moving and return for each tenant with the moving company. Challenges included accommodating tenants with disabilities including blindness and mobility impairments.

Centre City Manor Apartment Relocations, Civic San Diego, San Diego, Senior Relocation Agent: The Centre City Manor apartment building stands at the site of a proposed park in the El Cortez neighborhood of San Diego. Epic relocated four commercial tenants and 77 very-low income tenants. Many of the residents were recently homeless, some had drug problems and many did not have enough money to stay anywhere else. Epic determined which tenants were eligible for full relocation benefits, interviewed tenants, presented all proper notices, found suitable replacement housing and personally drove many to view potential new apartments. During the relocations, redevelopment agencies in California were dissolved and the new park was put on hold. Epic has stayed within budget for this project.

Knox Glen Temporary Relocations, Housing Development Partners, San Diego, Senior Relocation Agent: The Knox Glen development provides two to four-bedroom apartment homes for low-income residents. This property was built in 1996 and rehabilitated in 2013. Epic handled temporary residential relocations to support the rehabilitation. The Epic team prepared a relocation plan and provided services including preparation and delivery of all necessary notices, community meeting attendance and conducting tenant interviews. Epic assisted with seven phases of 12-day temporary relocations for 55 tenants. Each phase consisted of relocating various numbers of units at a time. Epic made hotel reservations and coordinated with the moving company to ensure tenants were packed, moved out and conscientiously returned to their homes after rehabilitation of the units. Epic agents prepared all out-of-pocket reimbursement claims for eligible tenants, based on receipts. Additionally, for each tenant, Epic maintained a meticulous parcel diary recording all communication and dates.

Park Crest Senior Apartments Permanent Relocation, San Diego Housing Commission, San Diego, Senior Relocation Agent: Epic prepared a relocation plan, conducted tenant interviews and performed income certifications for 67 tenants at the Park Crest Senior Apartments. These services were carried out to determine resident eligibility when the San Diego Housing Commission purchased the property to convert to affordable housing. Epic provided all necessary notices for the six tenants initially determined to be over the income limits. After two occupants were eligible to remain due to tenant hardship, Epic performed relocation assistance services for the four tenants requiring permanent relocation. Epic kept parcel diaries on each tenant recording all communication and dates. Mike prepared relocation benefit claims for qualified tenants according to Notice-of-Eligibility calculations based on comparable replacements sites.

Project Fee

Segment 1 of
 Juan Bautista de Anza Historic Trail
 Updated on Nov 13, 2017

Description Consultant Services	Officer in Charge QA / QC Manager	Project Manager	Project Engineer	Staff Engineer	Project Assistant	Total Hours	Direct Labor Subtotal	PSOMAS Survey or Environmental	Subconsultant Fees	Total Cost
Phase 1 - PA/ED	\$251.23	\$207.40	\$131.29	\$127.70	\$95.19					
1.1 Utility Coordination		4		4	8	16	\$ 2,102		\$ 2,000	\$ 4,102
1.2. Additional Geotechnical Investigation		2			2	4	\$ 605		\$ 14,873	\$ 15,478
1.3. Supplemental Survey at 11 focused locations		2	2			4	\$ 677	\$ 9,618		\$ 10,295
1.4. Environmental (CEQA, NEPA Verification)	1	2				3	\$ 666	\$ 9,467		\$ 10,133
1.5. Drainage Assessment		2	4			6	\$ 940			\$ 940
1.6. Right of Way Need Confirmation/Coordination	1	2				3	\$ 666		\$ 4,334	\$ 5,000
1.7 Preliminary Engineering Plans (Est. 6 sheets)	2	12	24	48	4	90	\$ 12,652		\$ 2,236	\$ 14,888
1.8. Preliminary/Draft Construction Estimate	2	4	8	12		26	\$ 3,915			\$ 3,915
1.9 Technical Memorandum	2	8	16		4	30	\$ 4,643			\$ 4,643
1.10 RFA Support for PS&E/Right-of-Way	4	8		12		24	\$ 4,196		\$ 3,417	\$ 7,613
Meetings and Coordination (6 meetings including a kick-off assumed)					8	32	\$ 5,739		\$ 860	\$ 6,599
Reimbursable Expenses							\$ 1,250		\$ 250	\$ 1,500
Subtotal - PA/ED	12	70	54	76	26	238	\$ 38,052	\$ 19,085	\$ 27,970	\$ 85,107
Phase 2 - Plans, Specifications and Estimates										
2.1 Finalizing Trail Pavement Options		2		2		4	\$ 670			\$ 670
2.2 <u>65% Plans : (with utility pothole budget -up to 6 and remaining utility coordination)</u>								\$ 6,049	\$ 14,769	\$ 20,818
Title Sheet, Legend and Notes (1 sheet)		2		8		10	\$ 1,436			\$ 1,436
Trail Improvement Plans & Profiles (6 Sheets)		10	32	82	8	132	\$ 17,508			\$ 17,508
Trail/Junction Details (2 Sheets)		4	6	20	2	32	\$ 4,362			\$ 4,362
Signing/Striping Plan at Krameria/Kitching (1 Sheet)		2	2	5	1	10	\$ 1,411			\$ 1,411
Traffic Signal Modification Plan (1 Sheet)		2	2	2		6	\$ 933		\$ 3,365	\$ 4,298
2.3 65% Estimates	2	4	6	16	2	30	\$ 4,353			\$ 4,353
2.4 65% Specifications	2	8	4		2	16	\$ 2,877			\$ 2,877
95% PS&E		16	28	72	4	120	\$ 16,569		\$ 1,775	\$ 18,344
100%/Final PS&E		12	20	64	4	100	\$ 13,668		\$ 1,280	\$ 14,948
Meetings and Coordination (5 meetings assumed, including a community workshop)	2	20			6	28	\$ 5,222		\$ 885	\$ 6,107
Traffic Counts (3 locations; Iris/Perris, Krameria/Kitching & Via Pamplona/Calle Bellagio)							\$ 3,000			\$ 3,000
Reimbursable Expenses							\$ 1,500			\$ 1,500
Subtotal - PS&E	6	82	100	271	29	488	\$ 73,509	\$ 6,049	\$ 22,074	\$ 101,632
Phase 3 - Right of Way/Utility Certification										
3.1 Title Examination Services (performed under Task 1.6)						1	\$ 207		\$ 6,497	\$ 6,704
3.2 Real Property Appraisal		1				1	\$ 207		\$ 652	\$ 859
3.3 Appraisal Review		1				1	\$ 207	\$ 7,500		\$ 7,707
3.4 Right-of-Way Acquisition/Negotiation (3 assumed to include Legals & Plats)		4				4	\$ 830		\$ 7,244	\$ 8,074
3.5 Escrow Coordination and Closing Services		1				1	\$ 207		\$ 2,037	\$ 2,244
3.6 RFA Support for Construction	4	4		8		16	\$ 2,856			\$ 2,856
Meeting and Coordination		8			2	10	\$ 1,850		\$ 4,843	\$ 6,693
Other Services as Directed by the City	2	10	40	60		112	\$ 15,490			\$ 15,490
Reimbursable Expenses							\$ 500		\$ 3,150	\$ 3,650
SubTotal - Right-of-Way/Easement	6	29	40	68	2	145	\$ 22,147	\$ 7,500	\$ 24,423	\$ 54,070
Phase 4 - Construction										
Preconstruction meeting		4			2	6	\$ 1,020			\$ 1,020
Support during construction (5 RFIs, and 3 submittal drawings assumed)		8	12			20	\$ 3,235		\$ 1,590	\$ 4,825
As-Built Development		4		20	2	26	\$ 3,574		\$ 1,590	\$ 5,164
GASB 34 Documentation in the City's format		2			4	6	\$ 796			\$ 796
1 Meeting and 1 Field Visit assumed		8				8	\$ 1,659			\$ 1,659
Reimbursable Expenses							\$ 500			\$ 500
SubTotal - Construction		26	12	20	8	66	\$ 10,783	\$ -	\$ 3,180	\$ 13,963
PROJECT TOTAL =	24	207	206	435	65	937	\$ 144,492	\$ 32,634	\$ 77,647	\$ 254,773
STAFF UTILIZATION =	3%	22%	22%	46%	7%					

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 1 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant PSOMAS Contract No. _____ Date 11/13/2017

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
(Project Manager)	Arief Naftali	207	\$68.72	\$14,225.04
(Officer in Charge)	Steven Frieson	24	\$83.24	\$1,997.76
(Project Engineer)	Vincent Hellens	206	\$43.50	\$8,961.00
(Staff Engineer)	Jorge Castillo	435	\$42.31	\$18,404.85
(Project Assistant)	Nam Nguyen	65	\$31.54	\$2,050.10
(Project Surveyor)	Cliff Simental	32	\$99.52	\$3,184.64
(Environmental Planner)	Agnieszka Napiatek	118	\$43.54	\$5,137.72

LABOR COSTS

a) Subtotal Direct Labor Costs	\$53,961.11
b) Anticipated Salary Increases (see page 2 for sample)	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$53,961.11

FRINGE BENEFITS

d) Fringe Benefits (Rate <u>51.70%</u>)	e) Total Fringe Benefits
	[(c) x (d)] <u>\$27,897.89</u>

INDIRECT COSTS

f) Overhead (Rate: <u>122.70%</u>)	g) Overhead [(c) x (f)]	\$66,210.28
h) General and Administrative (Rate: _____)	i) Gen & Admin [(c) x (h)]	\$0.00
	j) Total Indirect Costs [(e) + (g) + (i)]	\$94,108.18

FEE (Profit)

q) (Rate: <u>10.00%</u>)	k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]	\$14,806.93
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OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	1	\$3,750.00	\$3,750.00
m) Equipment Rental and Supplies (itemize)			\$0.00
n) Traffic Counts	3	\$1,000.00	\$3,000.00
Legals and Plats	3	\$2,500.00	\$7,500.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	1	\$77,647.00	\$77,647.00
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]			\$91,897.00
TOTAL COST [(c) + (j) + (k) + (p)]			\$254,773.21

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost poc

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant PSOMAS Contract No. _____ Date 11/13/2017

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by to 43052

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$53,961.11	1087	=	\$49.64	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed esc

	Avg Hourly Rate	+	Proposed Escalation	=		
Year 1	\$49.64	+	3%	=	\$51.13	Year 2 Avg Hourly Rate
Year 2	\$51.13	+	3%	=	\$52.67	Year 3 Avg Hourly Rate
Year 3	\$52.67	+	3%	=	\$54.25	Year 4 Avg Hourly Rate
Year 4	\$54.25	+	3%	=	\$55.87	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	100.00%	*	1087.0	=	1087.0	Estimated Hours Year 1
Year 2		*	1087.0	=	0.0	Estimated Hours Year 2
Year 3		*	1087.0	=	0.0	Estimated Hours Year 3
Year 4		*	1087.0	=	0.0	Estimated Hours Year 4
Year 5		*	1087.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1087.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of ho

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$49.64	*	1087	=	\$53,961.11	Estimated Hours Year 1
Year 2	\$51.13	*	0	=	\$0.00	Estimated Hours Year 2
Year 3		*		=		Estimated Hours Year 3
Year 4		*		=		Estimated Hours Year 4
Year 5		*		=		Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$53,961.11	
	Direct Labor Subtotal before Escalation			=	\$53,961.11	
	Estimated total of Direct Labor Salary			=	\$0.00	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % inc in the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptab (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 1 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant DYA Contract No. _____ Date 11/13/2017

DIRECT LABOR

Classification/Title	Name	hours	Actual (or Average) Hourly Rate	Total
Principal Engineer	V.R. Nadeswaran	1	\$77.37	\$77.37
Associate Engineer II	S. Niranjanan, Saroj Weerartne, Matt Dennerline	17	\$57.77	\$982.09
Associate Engineer I	Clint Isa	0	\$49.52	\$0.00
Project Engineer I	T. Suthan/Ted Reinert	15	\$33.43	\$501.45
Staff Engineer II	Saul Cuautle	35	\$29.20	\$1,022.00
Staff Engineer/ Geologist I	Beatrice Torres/ Kelly Shaw	25	\$24.88	\$622.00
CADD/ Word Processor	Ashley Scholder/ Sandi Diaz	9	\$22.46	\$202.14
Technical Editor	Deanna Rose	3	\$36.06	\$108.18

LABOR COSTS

a) Subtotal Direct Labor Costs	\$3,515.23
b) Anticipated Salary Increases (see page 2 for sample)	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$3,515.23

FRINGE BENEFITS

d) Fringe Benefits (Rate <u>51.24%</u>)	e) Total Fringe Benefits
	[(c) x (d)] <u>\$1,801.20</u>

INDIRECT COSTS

f) Overhead (Rate: <u>173.76%</u>)	g) Overhead [(c) x (f)]	<u>\$6,108.06</u>
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	<u>\$0.00</u>
	j) Total Indirect Costs [(e) + (g) + (i)]	<u>\$7,909.27</u>

FEE (Profit)

q) (Rate: <u>10.00%</u>)	k) TOTAL FIXED PROFIT [(c) + (j)] x (q)	<u>\$1,142.45</u>
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OTHER DIRECT COSTS (ODC)

Description	Unit(s)	No.	Unit Cost	Total
l) Travel/Mileage Costs	miles	0	\$0.54	\$0.00
m) Courier	each	2	\$25.00	\$50.00
n) Borings/ Lab Testing	each	1	\$1,806.00	\$1,806.00
o) Field Truck	hour	25	\$18.00	\$450.00

p) Total Other Direct Costs [(l) + (m) + (n) + (o) + (p) + (q)]	<u>\$2,306.00</u>
TOTAL COST [(c) + (j) + (k) + (p)]	<u>\$14,872.95</u>

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

A.19.b

Local Assistance Procedures Manual

Exhibit 10-H

Page 1 of 5

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant DYA Contract No. _____ Date 11/13/17

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$3,515.23	105	=	\$33.48	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$33.48	+	2%	=	\$34.15	Year 2 Avg Hourly Rate
Year 2	\$34.15	+	2%	=	\$34.83	Year 3 Avg Hourly Rate
Year 3	\$34.83	+	2%	=	\$35.53	Year 4 Avg Hourly Rate
Year 4	\$35.53	+	2%	=	\$36.24	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	105.0	=	105.0	Estimated Hours Year 1
Year 2	0.00%	*	105.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	105.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	105.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	105.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	105.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$33.48	*	105	=	\$3,515.23	Estimated Hours Year 1
Year 2	\$34.15	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$0.00	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$0.00	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$0.00	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$3,515.23	
	Direct Labor Subtotal before Escalation			=	\$3,515.23	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.

LPP 15-01

January 14, 2015

Packet Pg. 494

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

(i.e. $\$250,000 \times 2\% \times 5 \text{ yrs} = \$25,000$ is not an acceptable methodology)

- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

	Hollow Stem	Rotary	Other	Total Quantity
Borings - Total number		2	0	2
Borings - Total Length		10	0	10
FT / DAY				
Borings - Total Days				0
Barrels/100ft (approx = 5)				0
Barrels				0

TASK	0	0	Quantity	Total
Item				
Mobe		\$300	0	\$ -
Cost / hour (Min. 4 hour)		\$260	0	\$ -
Traffic control city		\$925	0	\$ -
Traffic control Caltrans		\$1,525	0	\$ -
Subtotal				\$ -
Contingency/Stand by	15%			\$ -
SUBTOTAL				\$ -

2 Subsurface Investigation, infiltration testing					Quantity	Total
Item	Hollow Stem	Rotary	Other			
Drill Rig					0	\$ -
Mobe	\$500	0	0	0	0	\$ -
Cost / hour -Hollow Stem (PW)	\$300	0			0	\$ -
Cost/Hour - Rotary (PW)	\$350		0		0	\$ -
Cost/Hour - Other	\$350			0	0	\$ -
Cost/foot	\$17				0	\$ -
drum / each	\$50	0	0	0	0	\$ -
Fuel surcharge / day	\$75	0	0	0	0	\$ -
Supplies	\$150	0			0	\$ -
Core mobe	\$175				0	\$ -
Coring (Min. = \$300)	\$140				0	\$ -
Coring Materials	\$100				0	\$ -
Grouting / foot	\$4				0	\$ -
PID	\$75				0	\$ -
Traffic control city	\$925				0	\$ -
Traffic control Caltrans	\$1,525				0	\$ -
DYA Per Diem	\$175				0	\$ -
Other	\$0				0	\$ -
Other	\$0				0	\$ -
Stamped TC Plan	\$650				0	\$ -
Drilling Subtotal						\$ -
Contingency/Stand by	15%					\$ -
Drilling Total						\$ -

	Rate	Quantity	Total
CPT			
CPT Mobe/Demobe	\$440	0	\$ -
CPT/foot (Min. \$1,500 plus mob)	\$8.50	0	\$ -
CPT Seismic measurement / Test point	\$30	0	\$ -
CPT water sample or pore pressure / hr	\$300	0	\$ -
CPT grouting/foot	\$3	0	\$ -
Per diem	\$150	0	\$ -
Core mobe	\$150	0	\$ -
Coring (Min. = \$205)	\$97	0	\$ -
Coring Materials	\$100	0	\$ -
Traffic control / 8 hrs	\$925	0	\$ -
DYA Per Diem	\$150	0	\$ -
Other	\$0	0	\$ -
CPT Subtotal			\$ -
Contingency/Stand by	15%		\$ -
CPT Total			\$ -

Courier	
Draft Preliminary Reporting	\$ -
Respond to Review Comments on Draft Preliminary and	\$ -
Draft Final reporting	\$ -
Respond to Review Comments on Draft and prepare	\$ -

TASK	0	0	Quantity	Total
Field In.				
Rate				
Drum disposal	\$150		0	\$0
Other	\$0		0	\$0
EPA 8015/8020-Soil	\$63		0	\$0
8260-Soil	\$68		0	\$0
6010/7000-Metals-Soils	\$85		0	\$0
Subtotal				\$0
Contingency/Stand by	15%			\$0
Total				\$0

3 Geotech. Laboratory Testing				
Laboratory Charges	Lab Rate	Quantity	Total	
Visual Classification	\$8			\$ -
Moisture Content/Dry Density	\$30	5		\$ 150
Atterberg Limits	\$105	2		\$ 210
Sieve Analysis	\$115	2		\$ 230
Percent Passing No. 200	\$45	2		\$ 90
Sand Equivalent	\$75	0		\$ -
Direct Shear (3-point, CU)	\$240			\$ -
TX(CU)	\$310			\$ -
Unconfined Compression	\$120			\$ -
Consolidation	\$175			\$ -
Expansion Index	\$105	0		\$ -
Compaction	\$195	1		\$ 195
R-value	\$235	2		\$ 470
CBR	\$560	0		\$ -
Corrosion	\$225	1		\$ 225
Other	\$0			\$ -
Other	\$0			\$ -
Other	\$0			\$ -
Other	\$0			\$ -
Subtotal				\$ 1,570
Contingency	15%			\$ 236
Total				\$ 1,806

TASK	0	0	Quantity	Total
Test				
8081 (Pesticide) - Soil	\$85		0	\$ -
6010/7000 (Title 22 Metals) - S	\$90		0	\$ -
8082 (PCBs) - Soil	\$65		0	\$ -
8310 (PAH) - Soil	\$120		0	\$ -
TTLC - Lead	\$18		0	\$ -
STLC - Lead	\$55		0	\$ -
TCLP - Lead	\$55		0	\$ -
pH	\$10		0	\$ -
8015 (Gas/Diesel/Oil) - Soil	\$75		0	\$ -
8260 (VOCs) - Soil	\$65		0	\$ -
Agronomic Testing				
Agricultural Soil Analysis	\$70		0	\$ -
Growth tests	\$85		0	\$ -
Other	\$0		0	\$ -
Other	\$0		0	\$ -
Subtotal				\$ -
Contingency	15%			\$ -
Total				\$ -

TOTAL SUBS	
TRAFFIC CONTROL	\$ -
GEOPHYSICS	\$ -
DRILLERS	\$ -
CPT	\$ -
Geotechnical Services (PID)	\$ -
IDW	\$ -
Geotech Lab	\$ 1,806
Enviro Lab	\$ -
DYA Per Diem	\$ -
Total	\$ 1,806

EXHIBIT 10-H COST PROPOSAL PAGE 1 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant EPIC LAND SOLUTIONS, INC. Contract No. _____ Date 11/7/2017

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Advisory Manager	Karen Starr	12	\$62.50	\$750.00
Project Manager	Kim Bibolet	51	\$50.48	\$2,574.48
ROW Agent	Melissa Mann	54	\$23.00	\$1,242.00
Utility Manager	Curtis Bibolet	50	\$42.79	\$2,139.50
Utility Coordinator/QA-QC	Flower Fernandez	38	\$30.05	\$1,141.90
Project Support	Rebecca Hobbs	55	\$15.00	\$825.00
Chief Appraiser	David Michael Mason	4	\$79.33	\$317.32
Appraiser	Kent Carpenter	25	\$62.50	\$1,562.50
Admin Support	Roy Gray	11	\$21.25	\$233.75
GIS Manager	Brian James Swanner	2	\$52.88	\$105.76
Senior GIS Analyst	Kwan Luu	2	\$31.73	\$63.46
Budget/Project Controls	Abigail Lopez	10	\$34.62	\$346.20

LABOR COSTS

a) Subtotal Direct Labor Costs \$11,301.87
 b) Anticipated Salary Increases (see page 2 for sample) \$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$11,301.87

FRINGE BENEFITS

d) Fringe Benefits (Rate 51.21%) **e) Total Fringe Benefits**
 [(c) x (d)] \$5,787.69

INDIRECT COSTS

f) Overhead (Rate: 71.58%) **g) Overhead [(c) x (f)]** \$8,089.88
 h) General and Administrative (Rate: 56.64%) **i) Gen & Admin [(c) x (h)]** \$6,401.38
j) Total Indirect Costs [(c) + (g) + (i)] \$20,278.95

FEE (Profit)

q) (Rate: 10.00%) **k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]** \$3,158.08

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	463	\$0.54	\$250
m) Postage/Overnight Delivery			\$150
n) Preliminary Title Reports	4	\$650.00	\$2,600
o) Appraisal Desk Review Reports	2	\$1,100.00	\$2,200

p) Total Other Direct Costs [(l) + (m) + (n) + (o)] \$5,200
TOTAL COST [(c) + (j) + (k) + (p)] \$39,939

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

EXHIBIT 10-H COST PROPOSAL PAGE 2 OF 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant EPIC LAND SOLUTIONS, INC. Contract No. _____ Date 11/07/17

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 43046

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$11,301.87	314	=	\$35.99	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate	+	Proposed Escalation	=		
Year 1	\$35.99	+	3%	=	\$37.07	Year 2 Avg Hourly Rate
Year 2	\$37.07	+	3%	=	\$38.19	Year 3 Avg Hourly Rate
Year 3	\$38.19	+	3%	=	\$39.33	Year 4 Avg Hourly Rate
Year 4	\$39.33	+	3%	=	\$40.51	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	100.00%	*	314.0	=	314.0	Estimated Hours Year 1
Year 2	0.00%	*	0.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	0.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	0.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	0.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	314.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$35.99	*	314	=	\$11,301.87	Estimated Hours Year 1
Year 2	\$37.07	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$38.19	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$39.33	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$0.00	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation	=		=	\$11,301.87	
	Direct Labor Subtotal before Escalation	=		=	\$11,301.87	
	Estimated total of Direct Labor Salary Increase	=		=	\$0.00	Transfer to Page 1

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant LIN Consulting, Inc. Contract No. _____ Date 11/8/17

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Principal)	<u>William Sun</u>	<u>5</u>	\$ <u>65.50</u>	\$ <u>327.50</u>
(Sr. Project Manager/Engineer)	<u>Ray Kommidi</u>	<u>24</u>	\$ <u>53.50</u>	\$ <u>1,284.00</u>
(Project Engineer)	<u>Ryan Woo</u>	<u>37</u>	\$ <u>30.50</u>	\$ <u>1,378.25</u>
(Assist. Engineer)	<u>Pedro Quintana</u>	<u>68</u>	\$ <u>23.00</u>	\$ <u>1,496.00</u>
			\$ _____	\$ _____

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 4,485.75
- b) Anticipated Salary Increases (see page 2 for sample) \$ 173.25
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 4,659.00

FRINGE BENEFITS

- d) Fringe Benefits (Rate: 24.8 %) e) **TOTAL FRINGE BENEFITS**
- [(c) x (d)] \$ 1,155.43

INDIRECT COSTS

- f) Overhead (Rate: 45.7%) g) Overhead [(c) x (f)] \$ 2,129.16
- h) General and Administrative (Rate: 94.5%) i) Gen & Admin [(c) x (h)] \$ 4,402.76
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 6,531.92

FEE (Profit)

- q) (Rate: 10 %) k) **TOTAL FIXED PROFIT [(c) + (j)] x (q)]** \$ 1,234.64

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	<u>0.535</u>	\$ _____	\$ <u>250</u>
m) Equipment Rental and Supplies (itemize)	_____	\$ _____	\$ _____
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	_____	\$ _____	\$ _____
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	_____	\$ _____	\$ _____
p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]			\$ <u>250.00</u>
TOTAL COST [(c) + (j) + (k) + (p)]			\$ <u>13,830.99</u>

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 2 of 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant LIN Consulting, Inc. Contract No. _____ Date 11/8/17

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$4,486.00	134		\$33.48	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$33.48	+	3%	=	\$34.48	Year 2 Avg Hourly Rate
Year 2	\$34.48	+	3%	=	\$35.51	Year 3 Avg Hourly Rate
Year 3	\$35.51	+	3%	=	\$36.58	Year 4 Avg Hourly Rate
Year 4	\$36.58	+	3%	=	\$37.68	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	1.0%	*	134	=	2	Estimated Hours Year 1
Year 2	79.0%	*	134	=	106	Estimated Hours Year 2
Year 3	10.0%	*	134	=	13	Estimated Hours Year 3
Year 4	10.0%	*	134	=	13	Estimated Hours Year 4
Year 5	0.0%	*	134	=	0	Estimated Hours Year 5
Total	100%		Total	=	134	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$33.48	*	2	=	\$66.95	Estimated Hours Year 1
Year 2	\$34.48	*	106	=	\$3,654.88	Estimated Hours Year 2
Year 3	\$35.51	*	13	=	\$461.63	Estimated Hours Year 3
Year 4	\$36.58	*	13	=	\$475.54	Estimated Hours Year 4
Year 5	\$37.68	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$4,659.00	
	Direct Labor Subtotal before Escalation			=	\$4,485.75	
	Estimated total of Direct Labor Salary Increase			=	\$173.25	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: Psomas

Indirect Cost Rate: 174.4% * for fiscal period 01/01/2016-01/01/2017

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Moreno Valley

Contract Number: TBD Project Number: 801 0073

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 254,773 and the number of states in which the firm does business is 3.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

Consultant Certification of Contract Costs and Financial Management System

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 76,747

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ 177,126

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

Diaz Yourman & Associates	\$ 14,873
Epic Land Solutions	\$ 39,939
LIN Consulting	\$ 13,831
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Psomas - Steven Frieson, PE, QSD, ENV SP

Title: Vice President

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 11/13/17

Consultant Contact Information:

Email: steven.frieson@psomas.com

Phone number: (714) 751-7373

**An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: _____

Indirect Cost Rate: _____ * for fiscal period _____

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: _____

Contract Number: _____ Project Number: _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$_____ and the number of states in which the firm does business is _____.

(As a sub-consultant, DYA has been awarded approximately \$2.5 million on contracts involving Caltrans or local agency)

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 14,873.00

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Christopher M. Diaz

Title: Principal

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 11/09/2017

Consultant Contact Information:

Email: Chris@diazyourman.com

Phone number: 714-245-2920

**An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: *Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: Epic Land Solutions, Inc.

Indirect Cost Rate: 179.42% * for fiscal period 01/01/2016 - 12/31/2016

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Moreno Valley

Contract Number: _____ Project Number: 801 0073

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ approx \$15mm and the number of states in which the firm does business is 4.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 39,939.00

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____

Consultant Certifying (Print Name and Title):

Name: James L. Overcamp, Jr.

Title: Vice-President / Treasurer

Consultant Certification Signature **: James L. Overcamp, Jr. by MK

Date of Certification (mm/dd/yyyy): 11/10/2017

Consultant Contact Information:

Email: kstarr@epicland.com

Phone number: 951-321-1834

****An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: LIN Consulting, Inc.

Indirect Cost Rate: 165% * for fiscal period 1/1/2016-12/31/2016

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Moreno Valley

Contract Number: _____ Project Number: 801 0073

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$3,794,714.00 and the number of states in which the firm does business is 1.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

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1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 13,830.99

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: William Sun

Title: Vice President

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 11/09/2017

Consultant Contact Information:

Email: inbox@linconsulting.com

Phone number: (909)396-6850

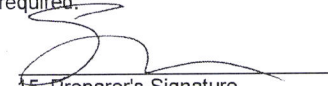
**An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Moreno Valley 2. Contract DBE Goal: 11%
 3. Project Description: Juan Bautista De Anza Historic Corridor (formerly Aqueduct Trail) Segment of Multi-Use Trail from El Potrero Park to Iris Avenue
 4. Project Location: Moreno Valley, CA
 5. Consultant's Name: Psomas 6. Prime Certified DBE: 7. Total Contract Award Amount: \$254,773
 8. Total Dollar Amount for **ALL** Subconsultants: \$76,747 9. Total Number of **ALL** Subconsultants: 3

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Geotechnical investigation	20160	Diaz Yourman & Associates 1616 E. 17th Street, Santa Ana, CA, Contact: S. Niranjanan, 714-245-2920, niranjan@diazyourman	\$14,873
Traffic engineering	28897	LIN Consulting 21660 E. Copley Drive, Ste. 270, Diamond Bar, CA 91765, Contact: Ray Kommidi, PE, TE, (909) 396-6850, rkommidi@linconsulting.com	\$13,831
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____			14. TOTAL CLAIMED DBE PARTICIPATION
21. Federal-Aid Project Number: _____			
22. Contract Execution Date: _____			11.3 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature Steven Frieson, PE, ENV SP, LCI 17. Preparer's Name 19. Preparer's Title
23. Local Agency Representative's Signature	24. Date	16. Date	
25. Local Agency Representative's Name	26. Phone	18. Phone	
27. Local Agency Representative's Title			

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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PSOMAS



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Professional Consultant Services for
Juan Bautista De Anza Historic Corridor (formerly Aqueduct Trail)
Segment of Multi-Use Trail from El Potrero Park to Iris Avenue



City of Moreno Valley

Project # 801 0073 | Proposal | 10.17.17

October 17, 2017

Submitted electronically via PlanetBids

Margery Lazarus, PE, Project Manager
CITY OF MORENO VALLEY
 Public Works Department, Capital Projects Division
 14177 Frederick Street
 Moreno Valley, CA 92552

Subject: Proposal for Professional Consultant Services for Juan Bautista de Anza Historic Corridor (formerly Aqueduct Trail) Segment of Multi-Use Trail from Potrero Park to Iris Avenue (Project Number 801 0073)

Dear Ms. Lazarus,

For more than six months, Psomas has been looking forward to helping the City of Moreno Valley realize the Juan Bautista de Anza Historic Corridor Segment of Multi-Use Trail from Potrero Park to Iris Avenue project for the community, as it closes gap and provides connectivity to the more than 10-mile historic trail system, going through three schools and parks along the way. Based on your selection criteria, we believe Psomas is the best firm to execute this project for the City:

Creative approach based on thorough understanding of the project: In **Section B: Approach and Management Plan**, our team highlights several features on alignment, cross-section, junctions and transitions that promote safety, cost savings, and better utility of the proposed multi-use path. We have also listed major project elements at the Project Report, 65%, and 95% stages which will help in the delivery of a quality product on time and within budget.

Experienced Team: Psomas proposes a team whose leadership personnel have recent and similar experience to the project at hand. Steven Frieson, Arief Naftali, Anissa Voyiatzes, and Vincent Hellens, have all recently embarked on projects of similar nature with many of the same components found in this project, as highlighted in **Section C: Qualifications and Experience**. More importantly, our Team is familiar and have long-standing working relationships with many City staff who were and are involved with this project.

Availability and Flexibility: Having just supported the City in the construction of Alessandro Boulevard/ Elsworth Street intersection improvement project, our staff and resources stand ready and available to assist the City on making this project a reality.

The Psomas Team will be led by **Arief Naftali, PE, TE, EE, ENV SP**. Arief has more than 17 years of experience in civil engineering planning, design, program and project management for transportation and public works facilities, including those dedicated for pedestrians and cyclists. As shown in the resume enclosed, Arief has successfully completed a Class 1 bike path project in the City of Fontana, cycle tracks in the City of Westminster, as well as an active transportation endeavor at the planning level. He has experience and is familiar with local Riverside County municipal agencies such as the cities of Moreno Valley, Riverside, and Corona on a variety of projects.

1500 Iowa Avenue
 Suite 210
 Riverside, CA 92507

Tel 951.787.8421
 Fax 951.682.3379
 www.Psomas.com

Ms. Margery Lazarus
October 17, 2017
Page 2

Steven Frieson, PE, ENV SP, LCI, will provide overall leadership as Officer-in-Charge and will be supported by **Anissa Voyiatzes, PE, QSD, ENV SP** as Quality Assurance/Quality Control Manager. Their contribution will help make certain that Arief's team has all the resources needed to provide outstanding service to the City on this project. Both Steven and Anissa are seasoned professionals with more than 50 years of professional transportation engineering experience collectively, including extensive experience working with Caltrans through the Local Assistance Procedures Manual on federal funded projects and municipal agencies in the Riverside County area.

Our Team for this project also includes the following subconsultants/technical experts whom Psomas has longstanding working relationships with:

- Diaz Yourman & Associates (DBE-certified) – Geotechnical Engineers
- LIN Consulting, Inc (DBE-certified) – Traffic Engineers
- Epic Land Solutions – Right of Way/Utility Specialist

Our subconsultant team members will help Psomas fulfill the requirements of this project, including exceeding the 11% DBE goal that has been set for this contract.

As part of being accountable to the tax payers, it is incumbent upon every agency and its consultants to optimize the return on every dollar spent on capital improvement projects. Psomas is highly cognizant of this obligation and has the schedule, cost, and quality control methods to do just that. In addition, we can assure the City the highest level of responsiveness. We are confident you will find our team's experience and capabilities to be an excellent match to the needs of this project, and we stand ready to commence work immediately. Our team of professionals looks forward to establishing and maintaining a close working relationship with City staff through the completion of this project.

Psomas is pleased to submit to the City our proposal to provide preliminary engineering design, confirmation of environmental documentation and final engineering design for Segment 1 of the Juan Bautista de Anza Historic Corridor project. Should you have any questions regarding our submittal, please do not hesitate to contact me by phone (714) 751-7373 or email at arief.naftali@psomas.com.

Sincerely,



Steven Frieson, PE, ENV SP, LCI
Vice President/Principal-in-Charge



Arief Naftali, PE, TE, EE, ENV SP
Project Manager

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Uploaded as a separate document via PlanetBids	

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SECTION
A Project Understanding

Enabled by a recent award of Active Transportation Plan (ATP) fund Cycle 2 in the amount of \$1.431 million, the City of Moreno Valley intends to design and construct the first segment of the Juan Bautista de Anza Trail system which extends from Eucalyptus Avenue in the north to the Lake Perris/City of Perris Trail connection in the south which boasts 13-miles of multi-use path that will serve as a vital non-motorized transportation avenue for the Moreno Valley community and recreationists alike. Beyond the City boundary, the path provides connectivity to the City of Perris Bicycle Master Plan network and Western Riverside County Non-motorized Transportation Plan.

Segment 1 of the Juan Bautista de Anza Trail goes for a distance of approximately 1.24 miles from the south side of Iris Avenue, east of Perris Boulevard to El Potrero Park. It will directly connect three schools within the corridor, namely March Middle, Val Verde, and Mary McLeod Bethune Elementary schools, benefiting nearly 1,600 students. Moreover, the trail will provide access to local and regional parks and shopping centers thereby closing gaps in mobility between attraction centers and their neighborhoods, creating a continuous 10-mile route for non-motorized users.



Multi-use path Segment 1 limits extend from Iris Ave. to El Potrero Park

With the assistance of KOA Corporation, the City is currently finalizing California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) documentation for the total 13

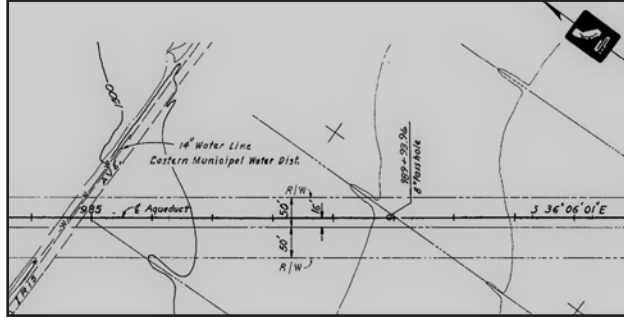
miles (approximately eight miles to be improved) of the trail system. Having recently assisted the City in the design and construction of intersection improvement at Alessandro Boulevard and Elsworth Street (highlighted in **Section C: Qualifications and Experience**), Psomas has the resources and availability to support the City in bringing the design and construction of Segment 1 of the Juan Bautista trail system to pass. In fact, over the past few months the Psomas Team has performed site visits and evaluated documents that have been developed in preparation for this Request for Proposal (RFP) procurement. In the RFP, the City encourages consultants to present alternate solutions and features that will improve the process and outcome of this project. In the following section, Psomas presents a few considerations and alternatives to mull and further analyze to do just that.

ALIGNMENT & CROSS-SECTIONS

In October 2015, soon after the receiving award from ATP Cycle 2, the City and its consultant developed a draft conceptual plan on Segment 1 alignment of Juan Bautista de Anza trail. Psomas offers the following considerations as the our Team seeks to finalize the alignment on the multi-use path:

1 Iris and Morning Dove Way

The proposed alignment between Iris and Morning Dove Way (a distance of approximately 3,000 ft) runs parallel, on the west side of a 10-ft diameter aqueduct pipe. Existing as-built record from the Department of Water Resources (DWR) reveals that the aqueduct centerline runs 34 ft west of the Department’s 100-ft right of way. In order to avoid building on top of the existing aqueduct, the new multi-use trail will need to remain on the western 60-ft end of the right of way through this stretch.



Centerline of an existing 10-ft diameter pipe is currently located 34 ft west of the DWR’s right of way

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2 Via Pamplona and Cam Bellagio

Between Via Pamplona and Cam Bellagio (a distance of approximately 1,000 ft), the Conceptual Plan intends to use the existing portland cement concrete (PCC) walkway for cyclists and add additional decomposed granite on its side for pedestrian traffic. Psomas will evaluate the suitability of existing horizontal curve radii through this section to meet a minimum design speed of 20 miles per hour (mph) as recommended in the Caltrans guidelines. A retrofit of the horizontal curve areas maybe needed based on the findings.

3 Cross Section Alternative

Currently the City intends to construct a minimum of 10-ft wide PCC path designated for cyclists and 4-ft wide decomposed Granite (DG) for pedestrians. Based on American Association of State Highway and Transportation Officials' (AASHTO) and Americans with Disabilities Act (ADA) guidelines, wherever a sidewalk width is less than 5 ft, a passing area of at least 5 ft in width must be provided every 200 ft. Psomas recommends that at a minimum 8-ft wide PCC path be considered instead, next to a 6-ft wide DG allocated for pedestrian use, including a 2-ft space acting as a buffer for said 'passing area' set by the ADA guidelines, and for the east side shoulder to the two-way cycling path. This is illustrated as shown on the right. Caltrans and other industry guidelines recommend a minimum of 8-ft width for a two-way, Class I bike path which is still fulfilled with this recommendation of a 2-ft graded shoulder

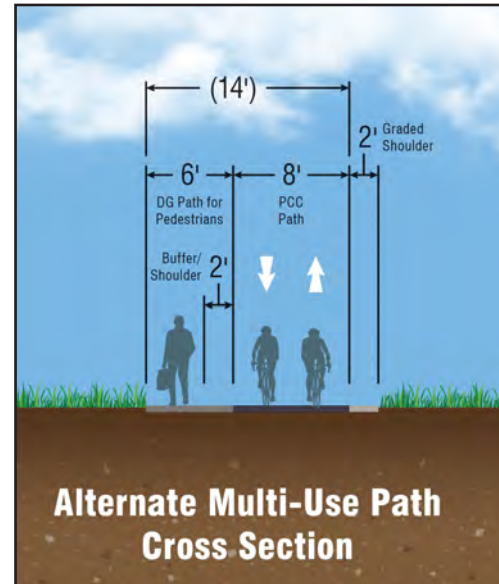
being provided next to the PCC path. Based on preliminary estimates prepared for the ATP application, **this configuration could result in a saving of more than \$60,000 in construction cost**, which can be allocated to other items of work.

Cost savings
of more than
\$60,000!

Crossing treatments & Transition Areas

In addition to considerations involving alignment and cross-sections, the Psomas Team has also looked at critical junctions and crossings on the proposed multi-use path. Design considerations associated with them can be found on the **Key Considerations** exhibits provided on **pages 5-6**. There are two key areas, however, that we would like to highlight involving the Krameria/Kitching intersection and

towards the end of the trail by El Potrero park. Alternate design ideas at said locations are presented in the following illustration:



4 Krameria and Kitching Intersection

The original concept seeks to widen existing sidewalk on the northwest corner of the intersection to accommodate two-way bike path and space for pedestrians. The path is intended to then head southerly along either the west or east side of Kitching Street before continuing southeasterly by way of Via Pamplona. Widening of sidewalk on either the west and east side of Kitching with a crossing approximately 550 ft south of Krameria Avenue is proposed. An alternate consideration to this configuration could be as follows (an illustration of this alternative is provided on the following page):

- Use the existing bike lane space on the northwest corner of the intersection and introduce a two-way cycle track instead - no sidewalk widening required resulting in saving of capital outlay
- Install bicycle-only exclusive signal phase in the northwest, southeasterly directions while pedestrian crossing phases remain. As an alternate to a pedestrian/bicycle exclusive phase, this arrangement reduces the amount of exclusive time dedicated for the phase. Our field observation during a morning peak hour revealed an already lengthy 150-second cycle length currently set-up for the signalized intersection
- Modify lane line configuration on Kitching Street up to approximately 600 feet south of Krameria Avenue

to allow two-way cycle track on the east side

- Furnish midblock crossing for pedestrians with connection to the trail by way of Via Pamplona using the existing PCC walkway. It is worthwhile to note that shortening pedestrian crossing distance is made possible with this configuration which can be enhanced with a refuge island, which is advised for a crossing distance of 60 ft or more, per the Institute of Transportation Engineers (ITE) Contextual Sensitive Design guidelines.

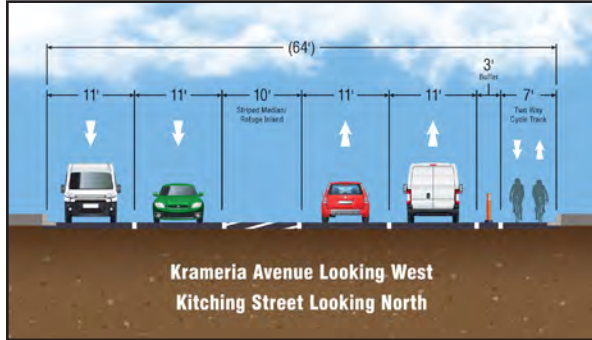


Illustration above is of the proposed restriped configuration partly shown on the plan view illustration below



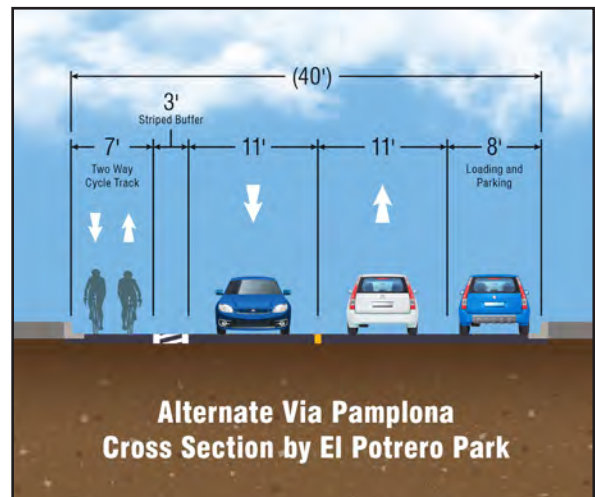
(Figure to bottom left) Two-way cycle tracks on the north and east sides of Krameria and Kitching respectively provide a more defined two-way cycling path through the intersection with Right of way and Capital Outlay savings made possible by keeping existing sidewalk areas untouched

5 El Potrero Park Terminus

The original concept proposes to install shared bike route (sharrows) on both sides of Cam Bellagio and on Via Pamplona up to 450 ft southerly as it joins existing PCC path in the El Potrero park area.

Based on field observation, **this configuration could lead to frequent conflicts between vehicles and cyclists due to existing on-street parking, loading/unloading zone and circulatory ingress/egress of vehicles out of a surface parking lot located at the southeast corner of Cam Bellagio/Via Pamplona.** An alternate idea is described and illustrated below for further evaluation:

- Install a two-way bike lane with buffer on the north side of Cam Bellagio and west side of Via Pamplona
- Eliminate the south and east side crosswalks at Cam Bellagio/Via Pamplona which will minimize potential conflicts between circulating vehicles and cyclists
- Install midblock crossing on Via Pamplona providing connection to new path in El Potrero park
- Proceed to install sharrows for northbound and eastbound Via Pamplona and Cam Bellagio for cyclists' direct access to the schools by El Potrero park



6 ADA Compliant Ramp/Driveway

Psomas recommends the implementation of Moreno Valley’s Driveway Standard Plan MVSI-111C-0 applicable for “Residential Driveway Approach (for Confined Right of way)” wherever possible at path-to-roadway crossing or junction locations. A minimum width of 16 ft is recommended to enable ease of access by maintenance vehicles onto the multi-use path. Additionally, a refuge island to protect cyclists and pedestrians alike are recommended at locations where crossing distance exceeds 60 feet, such as at Iris Avenue and Kitching Street.



Two-way buffered bike lane (cycle track with no delineators) is being proposed as shown to alleviate potential conflicts between cyclists with activities associated with curbside parking, loading/unloading zone, and ingress/egress to and from surface parking lot

Drainage, ADA, Low Impact Development Requirements

The Psomas Team will follow the existing drainage pattern across and along the proposed multi-use

path so not to alter natural drainage confluence in existing parcels that the path traverses through. A cross-slope of less than 2% will be maintained on the path with longitudinal slope not to exceed 5% throughout the entire alignment.

Water Quality Management Plan

Being a Class I bikeway not adjoining a roadway, the Juan Bautista de Anza trail system is a Category 4 – New Transportation Project whereby low impact development (LID) principles and best management practices (BMP) apply. This means the multi-use path will be designed with the following considerations in mind:

- The path allows sheet-flow runoff onto adjacent permeable area (the landscaped area for instance) that maximizes infiltration and minimizes channelization of flow
- The path’s width/impervious area is as minimum as possible. Psomas’ proposed alternate cross section of 8-ft PCC and 6-ft wide DG offers the opportunity to minimize impervious area when compared to the 10-ft PCC and 4-ft DG originally proposed
- Infiltration capacity testing of soils along the project site and the maintenance feasibility for the use of permeable pavement (pervious concrete, for example) based on long-term funding

In terms of Source Control BMP, the Team will incorporate signage, and specify the installation of trash bins and pet waste collection bags at strategic locations throughout the alignment.

Right of Way/Easement

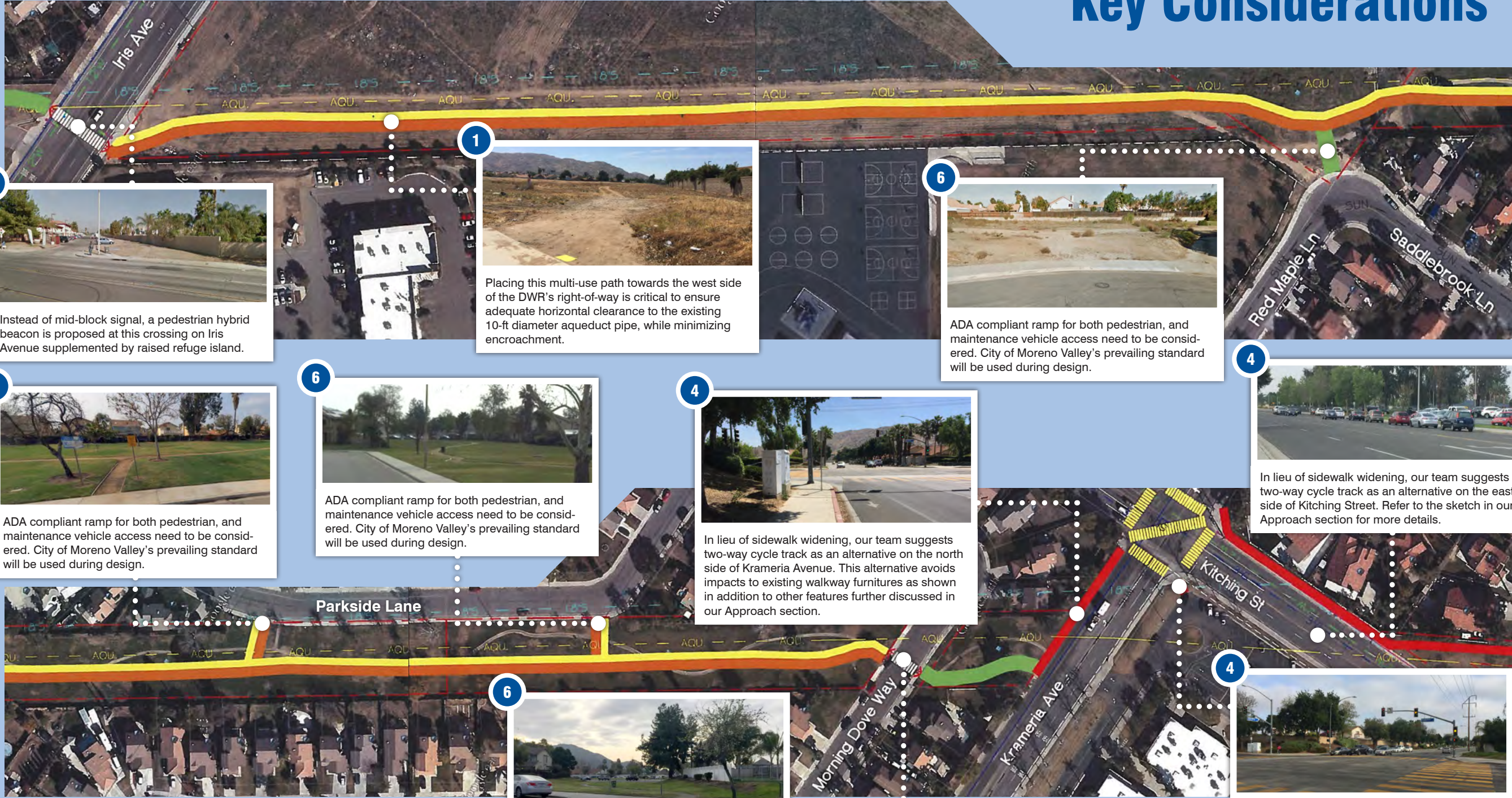
The proposed Segment 1 of the multi-use path is anticipated to require easements, permission, or partial acquisition through a few parcels that are not controlled by the City, as follow:

NO.	LIMITS	APNS	OWNERS	R/W NEED
A	Iris to Red Maple Lane	312-020-025	Maple Lane Group	Easement or acquisition
B	Red Maple Lane to Morning Dove Way onto Kitching Street	312-031-033	The Bukowski Family Living Trust	Easement or acquisition
C	Potrero Park	312-020-008 312-130-009	Val Verde Unified School District	Purchase Agreement, Easement or Right of Entry

Assumption of two-way cycle track on the east side of Kitching Street vs. sidewalk improvement on the west side is assumed, whereby no right of way proceeding from Val Verde School District is required

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Key Considerations



6

Instead of mid-block signal, a pedestrian hybrid beacon is proposed at this crossing on Iris Avenue supplemented by raised refuge island.

1

Placing this multi-use path towards the west side of the DWR's right-of-way is critical to ensure adequate horizontal clearance to the existing 10-ft diameter aqueduct pipe, while minimizing encroachment.

6

ADA compliant ramp for both pedestrian, and maintenance vehicle access need to be considered. City of Moreno Valley's prevailing standard will be used during design.

4

In lieu of sidewalk widening, our team suggests two-way cycle track as an alternative on the east side of Kitching Street. Refer to the sketch in our Approach section for more details.

6

ADA compliant ramp for both pedestrian, and maintenance vehicle access need to be considered. City of Moreno Valley's prevailing standard will be used during design.

6

ADA compliant ramp for both pedestrian, and maintenance vehicle access need to be considered. City of Moreno Valley's prevailing standard will be used during design.

4

In lieu of sidewalk widening, our team suggests two-way cycle track as an alternative on the north side of Krameria Avenue. This alternative avoids impacts to existing walkway furnitures as shown in addition to other features further discussed in our Approach section.



6

High visibility crosswalk will be installed at this crossing on Morning Dove Way, aided by warning signs driven through sight distance evaluation for west and eastbound traffic.

4

Instead of a combined 'scramble' exclusive phase for both pedestrians and cyclists, our suggested alternate consists of exclusive phase for cyclists only to minimize delay and the re-optimizing of signal timing based on up-to-date ped counts.

See Corresponding discussion in the Approach section.

Key Considerations



2 Psomas will validate the adequacy of path radii in this segment of the alignment. A minimum design speed of 20 mph will be used as the parameter to guide this assessment.



6 ADA compliant ramp for both pedestrian, and maintenance vehicle access need to be considered. City of Moreno Valley's prevailing standard will be used during design.



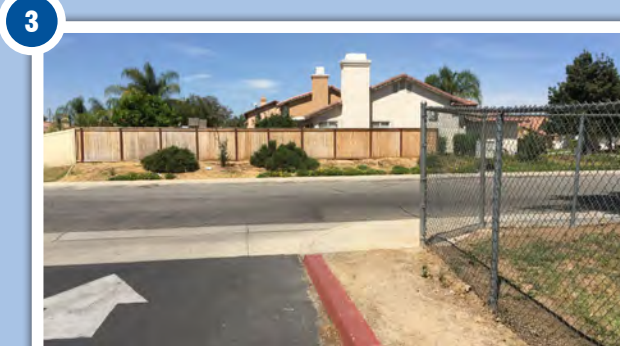
5 Instead of having bike routes on both sides of Cam Bellagio, Psomas proposes a two-way buffered bike lane on the north side instead to avoid conflicts with curb-side parkings and drop-offs that are prevalent in this area



4 A high visibility crosswalk, Rectangular Rapid Flashing Beacon (RRFB) and refuge islands are recommended to aid pedestrians and cyclists to cross at this location. The two-way cycle track being recommended should reduce crossing distance for pedestrians and cyclists.



5 Instead of having bike routes on both sides of Via Pamplona, Psomas proposes a two-way buffered bike lane on the west side instead to avoid conflicts with curb-side parkings, loading zone and parking lot ingress/egress access. Northbound to eastbound cyclists directly accessing schools can still share the road with motor vehicles. All of which promotes safety and enhances connectivity to the new path.



3 Multi-use path cross-section will be constructed here to connect Via Pamplona with the existing PCC walkway further east in the park. A retaining curb maybe needed along this portion to mitigate difference in elevations between the curb and its surrounding finish surface.



3 View of connection to the existing PCC walkway located further east in the park. Depending on final cross-section configuration selected, additional PCC may need to be constructed along with DG path for pedestrians.



See Corresponding discussion in the Approach section.

Through our subconsultant, **Epic Land Solutions**, the Psomas Team anticipates providing title examination services, real estate appraisal and appraisal review, right of way acquisition and negotiation services, escrow coordination, utility relocation coordination, and Request for Authorization to Proceed, and Caltrans right of way certification support required for this project. The team anticipates that permissions, easements, or acquisitions for the remaining five City controlled impacted parcels mentioned will be handled by the City as they are owned by the City of Moreno Valley and Moreno Valley Community Services District.

Environmental and Local Assistance Approach

Environmental Documentation

Based on conversation with ICF who is a subconsultant to KOA Corporation, it is Psomas’ understanding that CEQA/NEPA documentations and clearances for the overall Juan Bautista de Anza trail system will be completed simultaneously. They can then be used as the Team’s basis for moving into the next phases of Final Design, right of way/utility certification and ultimately construction. Permitting through the DWR will be done as part of Psomas’ Scope of Work.

Funding allocations for Plans, Specifications, & Estimate, Right of Way Utility, Construction

The Psomas team will be assisting and supporting the City in obtaining subsequent authorizations on the next milestones of the project to include final Plans, Specifications, & Estimate (PS&E), right of way/utility, and ultimately construction. It is our understanding that the current Federal award amounts available to the project are as follow:

PA/ED =	\$115,000
PS&E =	\$53,266
Right of way & utilities =	\$137,813
Const. Engr./Support =	<u>\$90,868+</u>
	\$396,947
Construction itself =	\$ 1,034,000

Based on our experience, it is important to note that allocated amounts subject to separate Request for Authorizations (RFAs) are not commutable between project milestones. It is therefore important for the City to synchronize engineering design progress to keep pace with available budgets at said milestones. For example, understanding that environmental documentation work for Segment

1 has been covered under the overall trail system’s environmental clearance proceeding allows the City to use allocated amount for the Project Assessment & Environmental Documentation (PA&ED) to advance engineering design plans beyond the draft stage, closer to final plans. This arrangement will enable completion of construction documents within the next authorization’s allocated budget of \$53,266, considered as part of the PS&E phase.

SECTION B Approach and Management Plan

PSOMAS’ APPROACH

Psomas’ approach to managing this multi-use trail project aims to create a close working partnership between the Team and the City’s Project Manager, Margery Lazarus. Our approach puts a priority on providing adequate resources to complete this project so the project is completed efficiently. Assuming the project commences in December, we are confident construction bid documents can be completed within 12 months and that right of way/easement acquisition be concluded at 18 months from Notice-to-Proceed (NTP). This will enable construction through the Summer of 2019 to occur. Such confidence is driven by the following consideration:

- The team is familiar with factors contributing to the success of this multi-use path improvement project, from the need and purpose to the funding requirements and constraints. Arief Naftali, PE, TE, EE, ENV SP, will serve as Psomas’ Project Manager. He will continually monitor the design process and progress, and disseminate this information to the City’s Project Manager on a periodic basis
- Psomas has access to abundant staffing and technical resources with over 550 staff members companywide. As such, our Team is known for its unmatched responsiveness

Communication

Psomas has a top-notch communications protocol. We strive to make certain our clients are never “in the dark” on critical project information and that there are no surprises on the projects we are managing. We maintain open lines of communication with our clients to report progress, identify problems, assign priorities, receive feedback, and document progress. From project start-up through project close-out, we focus our communication with our clients to make sure all required actions

are taken in a timely manner. Psomas' FTP site, [ProjectWeb](#), which was recently revamped to be similar to "dropbox" or "box" operationally, was developed to help address these needs.

Our communications protocol includes the following services, at a minimum:

- Meet with the City's Project Manager and staff throughout the life of the contract in accordance with the schedule provided by the City
- Conduct, participate in, document, and facilitate all meetings with affected parties
- Submit peer review and quality control check prints and comments with each submittal
- Provide copies of all utility coordination correspondence
- Provide written scopes of work and fee resolution prior to the commencement of additional work
- All direction reduced to writing with distribution to the City and all team members
- Provide minutes of all project-related meetings
- Provide written monthly status reports in conjunction with project invoicing
- Provide detailed milestone-tied invoices broken down by task, staff hours, and hourly rates

Flexibility

The Psomas Team understands the importance of meeting timely deadlines. We commit to providing adequate staffing (both as to number of personnel and their qualifications) for each and every task. We encourage the City to examine our staff availability in **Section D: Staffing Plan** which demonstrates our readiness to tackle this project.

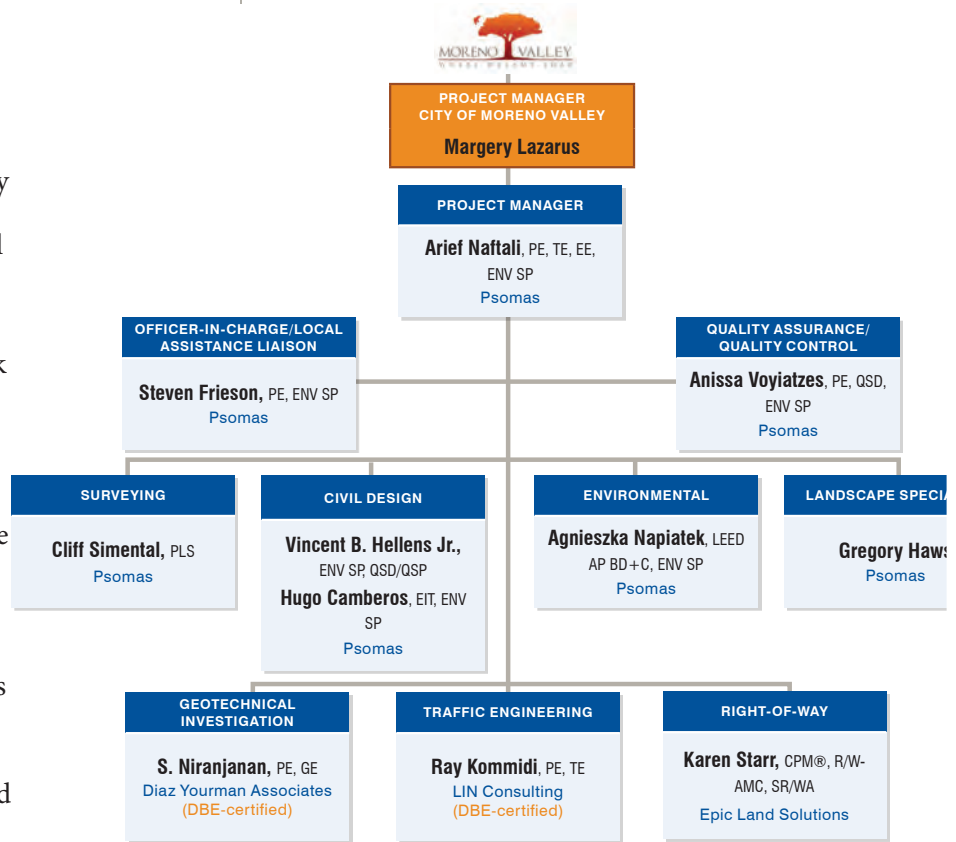
Documentation

Proper documentation is critical for all projects, especially for projects funded with local and federal dollars. Psomas' document control management policies are well suited to comply with the City's requirements. Our typical monthly project progress

reports include the status of deliverables, utility and outside agency efforts, cost and schedule snapshot and analysis, issues discussion, and recommended resolutions.

TEAM ORGANIZATION

The **Organization Chart** below illustrates our proposed team members' respective roles and lines of communication for this project.



Arief Naftali, PE, TE, EE, ENV SP | Project Manager

Arief will serve as Project Manager for this segment of the Juan Bautista De Anza Historic Corridor Multi-Use Path project. Arief has worked on various projects involving diversified types of bicycle and multi-use path facilities throughout Southern California. His experience includes the design and construction support of 6-mile corridor Class I dedicated bike paths in Fontana, and many Class II and III bike facilities that are part of roadway and bridge improvements. In addition to the engineering aspect, Arief has also had the opportunity to complete planning documents that conceive these projects in the first place. These include ATPs for the Cities of Westminster and Fontana, as well as a 'Complete

Street' road conversion project in Dana Point, CA where traffic calming was an integral and critical part of the overall improvements.

Anissa Voyiatzes, PE, QSD, ENV SP | QA/QC Manager

Anissa has more than 24 years of experience in civil engineering and street design. She has been a Program/Project Manager and Quality Assurance/Quality Control (QA/QC) Manager on Psomas' roadway and non-motorized facility design, and pavement rehabilitation and reconstruction projects for many cities in Southern California, including Riverside, Los Angeles, Lake Forest, and Dana Point, and the Port of Long Beach.

Steven Frieson PE, ENV SP | Officer-in-Charge/Local Assistance Liaison

Steve has 34 years of extensive experience in managing site civil and transportation projects throughout Southern California and Nevada. His technical expertise includes planning, design, and construction management. He augments his engineering skills with strong administrative abilities in the oversight and direction of technical professionals, client relations, quality control, subconsultant coordination, public outreach, and resource allocation to ensure the timely release of project deliverables. Steve excels at the development of ATPs, from planning to design and construction. As a Professional Engineer and Licensed Cycling Instructor with a depth of experience successfully managing bikeway and Complete Streets projects involving Federal funds and assisting Cities with their authorizations, Steve offers a unique perspective to the project approach and design solutions.

Cliff Simental, PLS | Surveying Lead

Cliff is Survey Team Leader for Psomas' Riverside office. He is a registered professional land surveyor with more than 37 years of surveying experience in California. Cliff has a broad background including design surveys, construction, hydrographic, topographic, boundaries, and cadastral surveys. He has served as Project Manager in charge of on-call surveying services for various public agencies, including the City of Moreno Valley. This experience gives Cliff a diverse range of experience working on a variety of survey projects, as well as working with client standards and design criteria similar to those of the City.

Vincent B. Hellens Jr., ENV SP, QSD/QSP | Civil Design Lead

Vincent has 11 years of experience providing design services on roadway widening and interchange projects which have involved multi-modal considerations and street improvements. Vincent has helped deliver projects to a number of local and state agencies including the City of Moreno Valley, Caltrans, the Port of Long Beach, City of Los Angeles, City of Beverly Hills, Orange County Public Works, City of Culver City, City of Gardena, and the City of Santa Ana. As the recipient of the *2015 Emerging Leader Award* in the private sector from the Southern California Chapter of American Public Works Association, Vincent will bring fresh perspectives to design solutions for this project.

Agnieszka Napiatek LEED AP BD+C, ENV SP | Environmental Lead

Agnieszka Napiatek is a Project Manager with 12 years of experience in environmental documentation pursuant to CEQA and NEPA. Agnieszka's has extensive experience working on CEQA/NEPA transportation projects including preparing environmental documentation for ATP projects involving Caltrans. Her knowledge of Caltrans environmental requirements brings added value to the Psomas Team.

Gregory Haws | Landscape Specialist

Greg is a urban designer, land planner, and landscape architect with 18 years experience in all facets of the development process on projects locally. Greg's diverse experience provides critical insight into how planning concepts must reflect and respond to context. His unique background combines landscape architecture, science, environmental systems, architectural history, and urban planning to develop the most innovative design solutions, and cost effective in this case.

S. Niranjanan, PE, GE | Geotechnical Lead (Diaz Yourman & Associates)

Mr. Niranjanan has over 17 years of geotechnical engineering experience, including bike paths, rail trails, pavement evaluation and rehabilitation, street widenings, highway improvements, sound walls and retaining walls, buildings, bridges, grade separations and other transportation infrastructure projects. He has practical experience in all aspects (design and

construction) of geotechnical engineering, including site selection, field investigations, engineering analyses, recommendations, construction observation and testing and preparation of geotechnical reports and recommendations.

Roy Kommidi, PE, TE | Traffic Engineering Lead (LIN Consulting, Inc.)

Roy has 14 years of experience in traffic engineering, civil engineering, intelligent transportation systems (ITS), geographical information systems (GIS), and transportation planning. He has worked on improvements such the Alessandro-Elsworth for the City of Moreno Valley (as a subconsultant to Psomas) and the Iowa Avenue Improvement in the City of Colton. His in-depth experience includes assisting in the design and operations of numerous traffic signals and roadway projects.

Karen Starr, CPM®, R/W-AMC, SR/WA | Right of Way (Epic Land Solutions)

Karen has more than 25 years of comprehensive acquisition experience which includes single- and multi-family residential, mobile home parks, and commercial and industrial properties. She also provides extended services ranging from community outreach to property management, as well as managing building demolition and environmental remediation. Karen has worked extensively with local, state, and federal governments, including numerous cities and counties, Caltrans District 8, federal and state regulatory agencies and utility companies. As a licensed general contractor, Karen brings added insight to project delivery and effectively conveys construction plans in lay terms, an asset that has proven invaluable when working with members of the public.

SECTION C Qualifications and Experience

PROJECT TEAM QUALIFICATIONS

Project Manager/Primary Point of Contact

Arief Naftali, PE, TE, EE, ENV SP has more than 17 years of professional experience in design and management of various bicycle and pedestrian facilities, roadway, civil, site, and highway projects, as well as other genres of engineering projects serving multiple local and regional agencies in Southern

California, as well as Caltrans. Over the past few years, Arief has been involved in the development of ATPs in Fontana and Orange County. He is a hands-on manager who is well-versed in the multi-disciplinary aspects of infrastructure project development.

Arief and the Psomas Team will be supported by our Officer-in-Charge/Local Assistance Liaison, Steven Frieson, PE, ENV SP, LCI, who has more than 34 years of experience providing engineering and design services to public work clients in Southern California on similar types of street improvement projects. As Officer-in-Charge, he will ensure that Arief has all of the firm’s resources available to make this project a success. In addition to Steve, Anissa Voyiatzes, PE, QSD, ENV SP will support the Team as QA/QC Manager, given her extensive and strong experience in street and drainage design.

Relevant Project Experience

Provided on the following pages are descriptions of projects for which Psomas and its subconsultant firms have provided similar services to those described in the City’s RFP. A reference is included for each project and we encourage you to contact the individuals shown to verify the quality and timely completion of our work. Additionally, below is a link to a two-minute video summarizing our passion and experience on similar projects.

Check out our website for videos on our recent ATP Projects!

<http://psomas.com/expertise/markets/transportation/atp-bike-ped/>

Alessandro Boulevard/Elsworth Street Intersection Improvements

Moreno Valley, CA | Psomas & LIN Consulting, Inc.

Relevance to the Project

- Recently completed Moreno Valley project with federal funds (Highway Safety Improvement Program)
- Helped support the City through the RFA process for construction
- All-encompassing project elements from utility, drainage to roadway/grading design.

Psomas developed PS&E for the improvement of Alessandro Boulevard, a six-lane arterial, and Elsworth Street, a minor arterial street, within the City of Moreno Valley. Improvements entailed asphalt concrete (AC) finish surface reprofiling to improve safety by eliminating two existing ‘dips’

on the north and south sides facilitated by existing west-east cross gutters, and the installation of Advanced Dilemma Zone Detection (ADZD) system to minimize the amount of vehicles exposed to the “yellow-time” dilemma zone episode. This project was funded by local, State, and Federal funds. As such, CEQA and NEPA environmental clearances were obtained in the form of Categorical Exemption and Categorical Exclusion (CE/CE), respectively. As a sub consultant to Psomas, LIN Consulting was tasked with preparation of traffic signal PS&E for the intersection along with the preparation of Concept of Operation and System Requirements for the ADZD system.

REFERENCE: City of Moreno Valley, Margery Lazarus, PE, Interim Capital Projects Division Manager/Asst. City Engineer, 14177 Frederick St., Moreno Valley, CA 92553, (951) 413-3133, margeryl@moval.org

STAFF INVOLVED: Arief Naftali (Project Manager), Vincent Hellens (Civil Designer), Anissa Voyiatzes (Officer-in-Charge), Ray Kommidi (Traffic)

San Sevaine Trail Connectivity

Fontana, CA | Psomas

Relevance to the Project

- Class I multi-use path facilities
- Crossings and junctions with local and regional intersections
- ATP-funded/Federal funds

As a subconsultant, Psomas is currently working directly with the City of Fontana’s engineering staff and the San Bernardino County Department of Public Works Flood Control Division to develop preliminary alignment alternatives for a Class I bike way along the San Sevaine Channel. The proposed trail alignment will begin in the northern portion of the City through Hunter’s Ridge at the Beech Avenue/Cherry Avenue intersection, and will follow the San Sevaine Flood Control channel south to the San Bernardino County line. A key component of Psomas’ work on this project is to identify viable intersection and trailhead connections at the various cross streets along the alignment.

Land use in the immediate project site area is varied. North of Foothill Boulevard, the land use is middle class residential. South of Foothill Boulevard, there are low income residential neighborhoods. South of these neighborhoods the trail runs past the Auto Club Speedway into the Southwest Industrial Park that is part of both Fontana and Rancho Cucamonga. Fontana’s economy is driven by large

industrial uses and the majority of the City’s jobs lie in this area. Overall services Psomas is providing are civil engineering, Flood Control District coordination, environmental planning, trail crossing, cost estimation, jurisdictional delineation, and in-channel trail design analysis.

REFERENCE: City of Fontana, Noel Castillo, Engineering Manager, 8353 Sierra Ave, Fontana, CA 92335, (909) 350-7632, ncastillo@fontana.org

STAFF INVOLVED: Steven Frieson (Project Manager), Arief Naftali (Traffic Engineer)

Pacific Electric Inland Empire Trail

Upland, Montclair, Rancho Cucamonga, Fontana, and Rialto, CA | Psomas

Relevance of the Project

- Multi-jurisdictional Class I facility
- Funded by BTA (Predecessor to ATP)
- Extensive coordination with utility companies and other stakeholders

This project required preparation of construction documents for the portion of the Pacific Electric Trail in Upland, and other adjacent jurisdictions to the east including Rancho Cucamonga, Fontana, and Rialto, based on the Master Plan for the overall facility that stretches well over 21 miles. The project included at-grade signalized crossings, wayfinding signage, trail side landscaping and irrigation, and comfort/rest areas. The project was funded through a BTA grant, and was the first construction project completed on the Pacific Electric Inland Empire Trail rights-of-way. During the development of construction documents, coordination was done with multiple cities involved, as well as SCE, UPRR for a number of railroad crossings, and multiple artists who were involved in the development of various interpretive signs and wayfinding structures.

REFERENCE: City of Claremont, Maria Tipping, Senior Engineer, 207 Harvard Ave, Claremont, CA 91711 (909) 399-5330, mtipping@ci.claremont.ca.us

STAFF INVOLVED: Steven Frieson (Project Manager), Arief Naftali (Traffic Engineer)

Los Angeles River Bikeway and Greenway Design Completion Project

Los Angeles, CA | Psomas

Relevance to the Project

- Class I bike trail facility
- Coordination and interface with Caltrans
- Numerous roadway crossings

As the lead engineer, Psomas is designing the final 12 miles of the Valley portion of the Los Angeles River Greenway for the City of Los Angeles. Once completed, this Envision Platinum greenway project will make it possible for Angelenos to walk and bike from Canoga Park to Elysian Valley. The project will complete the Los Angeles River Bike Path from Vanalden Avenue in the West Valley to Forest Lawn Drive/Zoo Drive near Griffith Park.

Psomas evaluated 35 existing road and river crossings with design solutions consisting of either tunnel, bridge or at-grade improvements. Construction is anticipated to occur in phases. Psomas has also taken the lead on the Envision process to achieve platinum certification. As an equal collaboration between the County and the City, the design work will address important objectives in both the City’s Los Angeles River Revitalization Master Plan and the County’s River Master Plan, their Bicycle Plans, and Mayor Garcetti’s Sustainable City Plan.

REFERENCE: City of Los Angeles, Nur D. Malhis, M.S., P.E. Project Manager/Civil Engineer, 200 N. Main Street, Suite 1500, Los Angeles, CA 90012, (213) 485-4737, nur.malhis@lacity.org

STAFF INVOLVED: Steven Frieson (Project Manager), Vincent Hellens (Civil Designer)

Mojave Riverwalk Bikeway

Victorville, CA | Psomas

Relevance to the Project

- Crossings and junctions at intersections
- Environmental clearances are required
- Dominant Class I Trail Facility

This project includes conceptual design for this 5.5-mile paved bikeway/pedestrian trail along the Mojave River. The entire trail system is being designed to minimize environmental damage within the park and a rare desert wetland lying north of the park. The trail system will meet ADA accessibility guidelines for its entire length.

REFERENCE: City of Victorville, Brian Gensler, City Engineer, 14343 Civic Drive, Victorville, CA 92393, (760) 955-5158. engineering@ci.victorville.ca.us

STAFF INVOLVED: Steven Frieson (Project Manager), Hugo Camberos (Civil Designer)

Santa Ana River Trail

Riverside, CA | Diaz Yourman & Associates

Relevance of the Project

- Class I multi-use path facility
- Investigation of subsurface conditions
- Pavement and infiltration investigations

Diaz Yourman & Associates (DYA) provided geotechnical input for the development, design, and construction for the Santa Ana River Trail (SART) project located in the County of Riverside. The project is referred to as the Corona-Norco-Eastvale Segment, which is an approximately 11-mile-long segment. This section of the trail extends from the western end of the Prado Dam Outflow Channel to Dearborn Street at Tisdale Street (Eastvale), encompassing the Prado Dam and the surrounding flood control basin, as well as the residential communities of Corona, Norco, and Eastvale.

DYA’s scope of services included data review, subsurface investigation, laboratory testing and analyses, and report preparation. The geotechnical report provided recommendations for subsurface conditions, seismic parameters based on California Building Code and Caltrans criteria, foundation types and settlements, lateral earth pressures and resistance to lateral loads, pavement thicknesses, and soil corrosion potential.

REFERENCE: Michael Baker International (Formerly RBF Consulting, A Baker Company), John McCarthy, Vice President, 5 Hutton Centre Drive, Irvine, CA 92707, (949) 855-5759, jmccarthy@mbakerintl.com

STAFF INVOLVED: S. Niranjanan, PE, GE (Geotechnical Manager)

Aqueduct Trail System

Moreno Valley, CA | Epic Land Solutions

Relevance of the Project

- This project’s predecessor planning phase for the entire system
- The same set of staff will be involved in this project
- Familiarity with parcels and properties involved

Epic performed right of way cost estimation and preliminary utility research and relocation coordination for the initial phase of the current City of Moreno Valley Juan Bautista De Anza Multi-Use Trail project, previously known as the Moreno Valley Bike Path or Aqueduct Trail System project. Epic identified utility owners, requested and obtained as-builts plans from utility owners. Epic’s in-house

GIS services team prepared map exhibits and lists of Assessor’s Parcel Numbers of properties impacted in the project.

REFERENCE: KOA Corporation, Chuck Stephen, Senior Engineer, 3190 C Shelby Street, Ontario, CA 91764, (909) 890-9693, cstefhan@koacorp.com

STAFF INVOLVED: Karen Star (Right of Way Manager)

Traffic Signal at Telegraph Road and Claremont Way Intersection

Ventura, CA | LIN Consulting, Inc.

Relevance of the Project

- Accommodation of pedestrians and non-motorized users at signalized intersections
- Implementation of Rectangular Rapid Flashing Beacon
- Signal re-timing and configuration

LIN Consulting, Inc. (LCI) was selected to provide traffic engineering services as part of an on-call contract with City of Ventura for the proposed improvements at the intersection of Telegraph Road/Claremont Way and Loma Vista Road/Seton Hall Avenue. The intersection of Telegraph Road and Claremont Way was an un-signalized intersection with existing In-Pavement Warning Flashers. LCI prepared traffic signal and signing and striping plans to remove and salvage existing In-Pavement Warning Flashers and the installation of new traffic signal system. The scope of work also involved preparation of a brief memorandum summarizing the existing traffic conditions and recommendations for the traffic signal phasing.

The intersection of Seton Hall Avenue and Loma Vista Road was an un-signalized T- intersection with stop control on southbound Seton Hall Avenue. LCI prepared plans to install solar powered, pedestrian push button actuated Rectangular Rapid Flashing Beacon (RRFB) assembly for the crosswalk across Loma Vista on the west leg of the intersection. The design plans also incorporated installation of solar street lights powered by the same solar panels as the RRFB. LCI worked closely with TAPCO, KIM Lighting, and City of Ventura staff to integrate the RRFB and solar powered street light system.

REFERENCE: City of Ventura, Public Works Department, Jeff Hereford, Civil Engineer, 501 Poli Street, Ventura, CA 93002, (805) 654-7744, jhereford@ci.ventura.ca.us

STAFF INVOLVED: Ray Kommidi (Project Manager)

SECTION

D

Staffing Plan

STAFFING PLAN AND WORKLOAD

The Psomas Team’s current and anticipated workload and capacity to perform the City’s requested services according to our proposed schedule is shown in the table below:

Staff	Current Commitment	Avail. for this Project
Arief Naftali, PE, TE, EE, ENV SP	50%	50%
Anissa Voyiatzes, PE, QSD, ENV SP	65%	35%
Steven Frieson PE, ENV SP	45%	55%
Vincent B. Hellens Jr., ENV SP, QSD/ QSP	45%	55%
Hugo Camberos EIT, ENV SP	30%	70%
Agnieszka Napiatek LEED AP BD+C, ENV SP	40%	60%
Gregory Haws	20%	80%
S. Niranjanan, PE, GE	50%	50%
Ray Kommidi, PE, TE	60%	40%
Karen Starr, CPM®, R/W-AMC, SR/WA	60%	40%

Cost Control

Psomas is dedicated to controlling costs for our clients. With Psomas’ regular and proactive communication throughout the course of a project, we are consistently able to deliver projects according to the scope and within budget, and also able to look for viable cost reduction methods. We make it a priority to be aware of a project’s financial situation by submitting timely and complete billing records as well as completed and accurate cost estimates, both of which are important to a project’s success.

For a design with tasks such as this project, cost controls are a direct result of having a solid project management control plan. Budget status and personnel utilization reports, by task and employee, are produced weekly using our financial management software as well as the intranet. Psomas’ *Project-at-a-Glance* accounting system is linked with our intranet to facilitate information sharing and provide up-to-date project information. This information provides daily financial updates to the task managers. *Project-at-a-Glance* provides the management and accounting staff with a detailed account of each project and task with regards to budget, hours worked, individual employee hours, and project cost.

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

Schedule Control

It is said there are three elements to every successful project: quality, meeting the budget, and finishing the work on schedule. We propose to supplement all Phase authorizations with an updated schedule. This will improve the City's reporting ability, help identify problems that may result from delays, and readily afford the opportunity for modifying the schedule, when deemed necessary.

Our schedule control methods include the following, at a minimum:

- Review of the baseline schedule versus completed work on a weekly basis
- Consultation and coordination with our design team
- Discussion of schedule status at all project team meetings and within invoice submittals
- As-needed meetings to resolve schedule issues when critical path tasks are forecasted to be behind schedule

The Psomas Team has expertise in developing and maintaining schedules for any type of task the City may assign—from large roadway capital improvement projects to more local intersection improvement projects, such as this one.

SECTION **E** Work Plan and Schedule

WORK PLAN

The Psomas Team will perform necessary work adhering to Phases 1, 2, and 3 of the Scope of Services described in the RFP, with the following planned activities, deliverables, and refinements:

Phase 1 – Completion of Project Assessment & Environmental Documentation

With the understanding that PA&ED for the overall Juan Bautista de Anza trail is being completed by the KOA Team, Psomas envisions performing the following tasks and their deliverables:

1.1. Utility Coordination

The City has completed the first round of utility notices as part of PA&ED effort for the entire trail system. Psomas will continue this effort by sending the 2nd, 3rd and 4th utility notices (if necessary)

to relevant utilities which include DWR, Eastern Municipal Water District (EMWD), Southern California Gas Company (SoCalGas), Southern California Edison (SCE), Moreno Valley Utility, Time Warner, and Verizon. Based on potential crossing locations, budget for a total of six (6) potholes have been set-aside, as needed.

DELIVERABLE: Utility base map completion in CAD, and pothole report as needed

1.2. Additional Geotechnical Investigation

In 2015, Twining did a boring (Bore No. B-4) at a location along the proposed multi-use path between Iris and Krameria Avenue. The geotechnical report recommends a minimum PCC pavement thickness of 6-inches with a minimum compressive strength of 3,250 psi to be used for the trail to be able to sustain H₂O loading from a maintenance truck. As part of a validation effort, Psomas, through its subconsultant DYA proposes to collect borings at two additional locations and conduct infiltration tests at those locations for drainage BMP purposes.

DELIVERABLE: A Technical Memorandum summarizing investigation and results

1.3. Supplemental Survey

It is Psomas' understanding that aerial topographic survey for the entire 13-mile was already completed by the KOA team. Psomas intends to supplement this survey with focused field surveys at 11 crossing locations throughout the trail alignment with bench mark tie-ins matching those assumed in the previously completed work.

DELIVERABLE: Supplemental topographic field surveys at 11 locations

1.4. Environmental

As part of confirming the adequacy of planned CEQA and NEPA documentations being done by others, Psomas will review preliminary engineering plans, right of way, and final environmental document and technical studies/reports that support the environmental documentations and determine consistency of design intent with such documentations. This review will include the completed Preliminary Environmental Study (PES), Archaeological Survey Report (ASR), Historic Property Survey Report (HPSR), right of way data sheets, as well as Section 4f de minimis that form the basis for CE/CE determination. Review result and assessment of issues

will be presented as input to the overall deliverable for the phase.

DELIVERABLE: Input to the Project Report

1.5. Drainage Assessment

Our Team will identify drainage pattern, and existing infrastructures at and within the vicinity of the proposed multi-use path. The Team does not anticipate alteration of drainage patterns with this project. Therefore hydrology/hydraulic calculation is excluded from our assumption. Increase in imperviousness as a result of the trail is considered negligible.

DELIVERABLE: Input to the Project Report

1.6. Right of way Need Confirmation and Coordination

With assistance from Psomas’ subconsultant, Epic Land Solutions, right of way or easement needs will be confirmed for the preferred alignment alternative.

DELIVERABLE : Input of right of way/easement needs in the Project Report

1.7. Preliminary/Draft Engineering Plans

We will develop Preliminary or Draft Engineering plans containing proposed trail, signing/stripping and conceptual signal modification at Krameria Avenue/ Kitching Street on plan view at a scale of 1”=40’. A title sheet and six sheets of Plans and Profiles are estimated.

DELIVERABLE: A title sheet and six sheets of 1”=40’ plans

1.8. Preliminary/Draft Construction Estimate

Psomas will furnish an accompanying Preliminary/ Draft Engineer’s estimate to the plans and profiles produced at this stage.

DELIVERABLE: Preliminary/Draft Engineer’s Estimate

1.9. Project Report

We will summarize findings from the aforementioned tasks 1.1 through 1.8 in a succinct and brief Project Report as documentation and reference.

DELIVERABLE: Brief Project Report (Draft & Final)

Phase 2 – Plans, Specifications and Estimates

2.1. Finalizing Trail Pavement options

Based on completed additional geotechnical investigation earlier, Psomas will collaborate with

the City on the final section required for the multi-use path and whether or not LID guidance for a permeable pavement could be applied in this case based on infiltration test.

2.2. Plans

As part of its milestone submittals at 65%, 95%, 100%/Final, construction plans will be furnished and submitted for review by the City’s various departments. A few sets of plans will also be submitted to the DWR for encroachment permit application, as appropriate. The following plan types, scales, and estimated number of sheets are anticipated:

No.	Sheet Descriptions	Scales	Est. No. of Sheets
1	Title Sheet, Legend, Notes	N/A	1
2	Trail Improvement Plans & Profiles	1”=40’ H, 1”=4’ V	6
3	Trail/Junction Details	Varies	2
4	Signing/Striping Plan at Krameria/Kitching	1”=40’	1
5	Traffic Signal Modification Plan (Krameria/Kitching)	1”=20’	1
Total			10

2.3. Engineer’s Estimate

Based on Psomas’ best professional judgment on prevailing prices on material and labor, we will provide an estimate of construction cost at each milestone submittal (60% through Final). Psomas has no control over the cost of labor, material, equipment, or services furnished by others or over the Contractor’s method of construction.

2.4. Technical Provision

The Technical Specification and its relevant sections will be modified, finalized, and submitted per the City’s boiler plate format for bidding and construction. The bid schedule and payment terms will be synchronized to avoid confusion and to ensure incorporation of all bid items, discreet or otherwise.

2.5. Request for Authorization for Right of way/Easement

With assistance and support from Epic Land Solutions, the Psomas team will support the City in providing relevant information to completely and thoroughly fill out Exhibit 3-B and 3-C forms of the

Local Assistance Procedures Manual, should utility relocation is required. These forms are designed for the purpose of requesting authorization for moving into project activities associated with right of way acquisition and utility relocation, respectively.

DELIVERABLE: Input and data to fill out Exhibits 3-B, 3-E, 3-O, 3-H and others as required to obtain authorization for right of way/utility project activities

Phase 3 – Right of way and Utilities

As right of way specialist for the Team, Epic Land Solutions will be taking the lead on the necessary proceedings to secure the required right of way or easement or right of entry from relevant parcel owners for the multi-use path. Specific steps in doing so include:

3.1. Title Examination Services

At the time of the Notice to Proceed (“NTP”), Epic will order and obtain Preliminary Title Reports for the four (4) impacted parcels from a third-party title company. We will perform a desk review of title reports to verify ownership and work to ensure that the property can be conveyed to the City without any unacceptable liens, Covenants, Conditions and Restrictions (CCRs) and other encumbrances.

3.2. Real Property Appraisal

Epic’s in-house appraisal team will provide timely estimates of value for 2 privately owned parcels impacted by this phase of the project. If the City provides the appraiser resources, our acquisition agents can also be available to accompany third-party appraisers during property inspections. The 2 impacted parcels owned by Val Verde Unified School District will not be appraised.

All appraisal assignments begin with a proper approach to understanding property issues and basic property identifications. Once these identifications are made, the highest and best use conclusion is formed and data can be gathered to apply the appropriate approaches to value. These approaches are the sales comparison, cost and income. The last step is reconciliation of the various indications of value into a single estimate. After the appraisal has been performed, an appraisal report confirming to the Uniform Standards of Professional Appraisal Practice (USPAP) is provided. We have access to county and city websites for zoning, general plan,

and other public information related to any appraisal assignment. To ensure a thorough analysis, Epic also subscribes to various sources of data for completion of appraisal assignments including RealQuest Pro, Regional MLS, Costar and Loopnet.

3.3. Appraisal Review

Epic will coordinate the appraisal review services. Appraisal desk reviews will comply with Standard 3 of the USPAP. Appraisal will be submitted to the City’s or its consultant for review and approval.

DELIVERABLES:

- Appraisal Report for two (2) properties
- Appraisal Reviews for two (2) appraisal reports
- City-approved Just Compensation form

3.4. Right of Way Acquisition and Negotiation

Epic will negotiate with the owners of the two private properties impacted in this project to acquire right of way and with the Val Verde Unified School District for 2 parcels. We will coordinate with the principals of each of the 2 impacted schools regarding their specific needs. Property acquisition requires that we negotiate in good faith with property owners or appointed representatives for the purchase of property rights. The property acquisition process is performed in close coordination with the City and in accordance with the Uniform Act. We expect to provide the following services and high degree of care for every acquisition negotiation: offer package preparation, meet and present purchase offers, good faith negotiations, recommendations and counter-offers, fair settlement, diary entries.

Legal Recourse/Eminent Domain Support is an optional task; scope and fees will be negotiated with the City if this task is necessary.

DELIVERABLES:

- Prepare Acquisition Offer Packages
- Owner-executed acquisition documents

Epic will coordinate with the Val Verde Unified School District for the permission needed to acquire a portion of 2 parcels which impact 2 separate schools. Epic will coordinate directly with the school district rather than the individual schools for the acquisitions.

3.5 Escrow Coordination and Closing Services

Once Epic has obtained the property owner and the City's signature on acquisition agreement(s) we will open escrow, oversee the escrow process and deliver documents to the City for execution. We will coordinate payment between the Grantor, the City and the Escrow Company. Epic will obtain signature on all necessary documentation such as recorded grant deeds and temporary construction easement deeds to convey title. At the close of the transaction, we will obtain the final title policy, review closing statements and submit to the City for approval and close escrow.

DELIVERABLES:

- Review Preliminary Title Reports
- Litigation Guaranties, as needed
- Escrow Documents
- Recorded grant deeds/final Title Policy

Right of way/Utility Certification

Again, Epic Land Solutions will provide supporting acquisition and utility documents for project Certification. All state and federally funded projects require Caltrans Right of Way Certification. We understand Caltrans rules and how to supply accurate information for certification at project close out. A Caltrans Level 1 Certification is the preferred documentation for Caltrans oversight projects, however Epic has experience with all Caltrans levels of certification. To achieve certification, Epic obtains all documents proving that real property interests have been secured, that the site will be vacated prior to construction and that all right of way activities were conducted in accordance with applicable Caltrans policies and procedures. Epic will prepare the submittal package for Caltrans that will include the Certification Form and compilation of the necessary backup documents, which generally include recorded deeds, final orders of possession, access agreements, cooperative agreements, permits, relocation plans, notices to relocate and utility agreements.

DELIVERABLE: Caltrans Right of Way Certification form and supporting documents which generally include recorded deeds, final orders of possession, access agreements, cooperative

3.6. Request for Authorization for Construction

Similar to RFA for Right of way/Utility activities, Psomas will also support the City in producing the necessary info and data for the purpose of obtaining authorization for construction.

DELIVERABLE: Input and data to fill out Exhibits as listed in Exhibit 3-D of the Local Assistance Procedures Manual

Phase 4 – Construction Assistance

During bidding and construction, Psomas will provide the following services:

- Attendance at pre-construction meeting and be on stand-by to answer questions
- Be on stand-by during bidding for questions and respond to request for clarification/information.

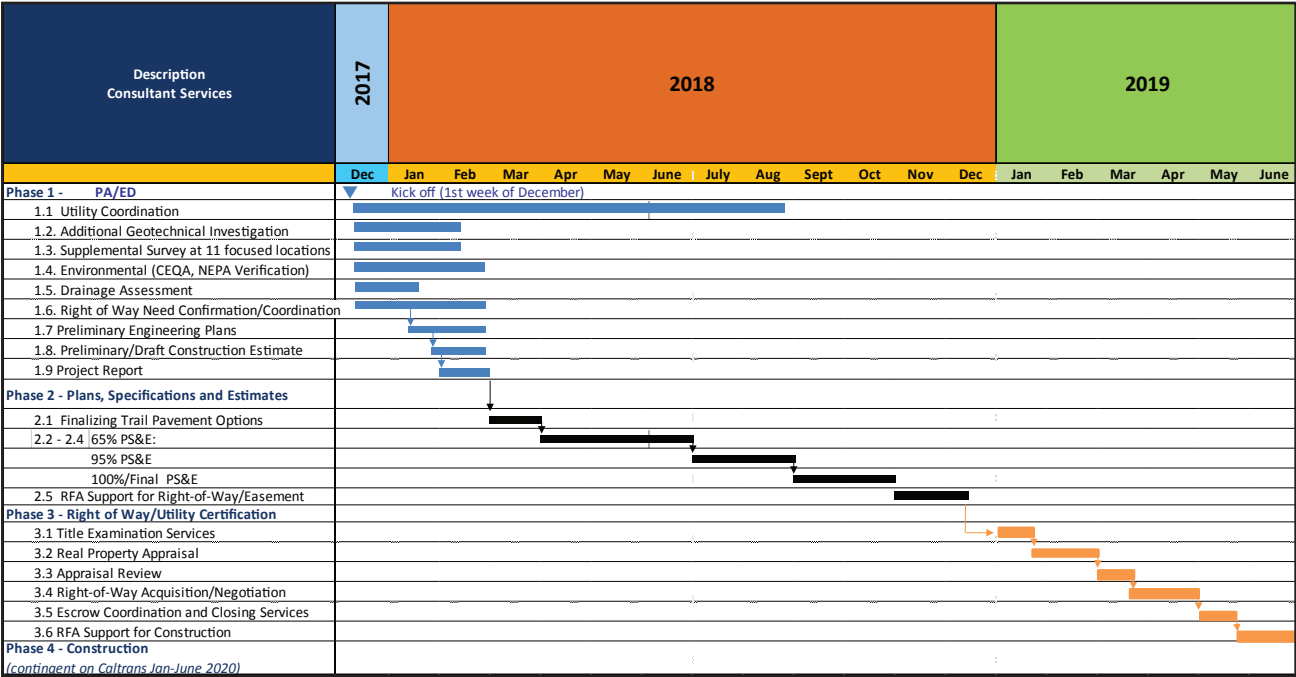
Psomas will assist the City in addressing potential conflicts in design drawings and technical provisions. Unforeseen conflicts, if applicable, will be brought up for discussion, and any addenda work that comes as a result will be performed through negotiation with the City. For fee estimate purposes, a total of five RFIs and three submittal drawings are assumed.

DELIVERABLE:

- As-built/record drawings, based on red-line comments prepared by the contractor
- GASB 34 documentation submitted in the City's format at project conclusion
- Attendance at two meetings or site visits during Construction Assistance

SCHEDULE

The project schedule is provided on the following page.



SECTION F Quality Control & Assurance

QUALITY CONTROL PROGRAM

The individuals primarily responsible for our Quality Control Program (QCP) are the Project Manager and the Quality Assurance Manager. Our QCP is in effect over the length of the project, and is not merely a series of individual events/plan checks at a few points on the schedule. There are three major facets of our QCP:

- **QUALITY ASSURANCE** | *Are we doing the right things?*
- **QUALITY CONTROL** | *Are we doing things right?*
- **POST-COMPLETION QUALITY EVALUATION** | *What can we do better?*

As discussed earlier, Anissa Voyiatzes, PE, will provide Quality Assurance/Quality Control management for this project. With more than 24 years of engineering design and management experience on similar street and drainage works, Anissa is the right manager to guide the QA/QC effort.

Quality Assurance begins with a work plan that identifies specific work products and establishes a set of relevant measures and standards of quality for each of those products. It also starts with having the correct existing information by field verification and not relying on as-built information. In this case it is important that standards and guidelines governing

the design and implementation of multi-use path be properly vetted and agreed upon from the outset so that cost effective solutions are reached.

Once work on the project begins, we move on to the quality control stage. In this stage, we track the execution of the work plan, review our designs and work products, and communicate with the client and Project Team. We provide project information through our intranet, allowing all team members to monitor the progress of our work plan. In this stage, the Quality Control Manager also performs detailed technical reviews of our design to ensure they meet the quality standards defined in the quality planning stage. This review is continuous throughout the life of the project and ensures a smooth and “constructible” approach that meet the goals and objectives of the City.

Finally, during the post-completion quality evaluation stage, we solicit verbal and written feedback from our client and subconsultants to assess our overall performance and identify improvement opportunities. All of these elements contribute to the success of our design review process.

The following provides a summary of our QA/QC Plan:

Quality Assurance — The Process — A Management Oversight Activity

Quality Assurance refers to the process used to meet the

project objectives and create the deliverables. Anissa will develop a project specific Quality Assurance Program with process checklists and project reviews and ensure the project deliverables are responsive based on the process used to create them.

Quality Assurance processes will be outlined concurrent with the commencement of the task and will include process documentation, establishing standards, developing checklists, conducting project plan checks, and training.

PROJECT REPORT
Ensure that all items described in Exhibit 'A' have been completed and incorporated into the Project Report.
City and other standards have been used in design.
Potential conflicts with utilities have been identified and alternatives explored.
Coordination with utility companies and other (as applicable) have taken place.
Preliminary right of way/easement needs are identified
CEQA & NEPA clearances are confirmed and/or obtained
Preliminary Engineering Plans are concurred

65% REVIEW
Plans contain information as described in Exhibit 'A' of the RFP and address comments from Preliminary Engineering.
Engineer's Estimate and Technical Specifications are updated.
If there are conflicts with utilities, further meetings and coordination have taken place. The goal is to have these conflicts resolved at this stage.
Easement needs are finalized (if applicable).
Environmental Documentations pertinent to CEQA and NEPA are complete, accepted and approved.

95% REVIEW
Design Plans are essentially complete in a "ready for bid" stage.
Comments from 65% have been addressed and satisfactorily met.
Engineer's Estimate and Technical Provisions are complete and updated. The Team will ensure that bid items have their corresponding payment clause in the technical provision document.
All pertinent easement paperwork and documents have been finalized and are ready for use and at hand.
Request for Authorizations on RoW/Utilities and Construction are being prepared and necessary info is being collected.
A job walk verifying the accuracy of information on the plans is performed to avoid potential claims due to errors and omissions of design elements.

Quality Control — Quality of Deliverables — A Technical Review of the Deliverables

Quality control is used to verify that deliverables are of acceptable quality and that they are complete and correct. The Psomas quality control activities include deliverable peer reviews and the plan check process.

Quality Control is the “check” or the “end-of-the-immediate-task-at-hand” record or analysis that determines the acceptability of the project deliverables. Tasks related to Quality Control will include documented reviews of reports, drawings, specifications and opinions of cost, and independent review of calculations. Psomas will perform internal QA/QC reviews at each milestone submittal with specific focus on the following elements:

At 100% submittal, PS&E is expected to be ready for signature. Psomas' Quality Control Program also compares the project deliverables against the original scope of work, project objectives, and client expectations that were developed before the project started.

SECTION G Additional Information

REQUIRED STATEMENTS

The City of Moreno Valley’s Request for Proposal will be incorporated in its entirety as a part of Psomas’ proposal.

The RFP and the Psomas’ Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Psomas and the Mayor or City Manager of Moreno Valley.

Psomas’ services to be provided, and fees therefore, will be in accordance with the City’s RFP except as otherwise specified in “ADDITIONS OR EXCEPTIONS TO THE CITY’S REQUEST FOR PROPOSAL” section of the **Appendix**.

We have included a separate section in the **Appendix** with the heading “ADDITIONS OR EXCEPTIONS TO THE CITY’S REQUEST FOR PROPOSAL” and indicated that Psomas makes no additions, nor takes any exceptions, to the City of Moreno Valley’s Request for Proposal.

A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Psomas Team staff members to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, telephone numbers and email addresses of the appropriate persons whom the City could contact is provided in **Section C: Qualifications and Experience. Resumes** for the proposed staff members are provided in the **Appendix**. Psomas understands that if one or more of the Psomas Team staff should become unavailable, Psomas will substitute other staff of at least equal competence only after prior written approval by the City.

A **resource allocation matrix** is provided in the **Appendix** section of this proposal. The project design schedule is provided in **Section E: Work Plan and Schedule**.

Psomas' **rate schedule** is provided in the **Appendix** section of this proposal.

Qualifications of our subconsultant firms are provided in **Section C: Qualifications and Experience. Resumes** for the proposed subconsultant staff members are provided in the **Appendix**. Psomas acknowledges and understands that we will not be allowed to change the sub-consultant without written permission from the City.

All charges for Psomas' services is a "Not-to-Exceed Fee" which includes conservatively estimated reimbursable expenses, as submitted with and made a part of said the Proposal.

Psomas will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

Psomas will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

Psomas' **hourly rate schedule** is provided in the **Appendix** section of this proposal. The hourly rate schedule is part of the Psomas' Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. An **itemized cost breakdown** for the work described herein has been submitted as a separate document via PlanetBids as part of the Proposal submittal. All extra work will require prior approval from the City.

Psomas will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

Psomas shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

Psomas shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

Psomas comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

Psomas offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to Psomas, without further acknowledgment by the parties.

This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs."

SECTION

H

Additions or Exceptions to the City's Proposal

Psomas makes no additions, nor takes any exceptions, to the City of Moreno Valley's Request for Proposal.

SECTION I Appendix

The Appendix of this proposal includes the following information required in the RFP.

ResumesA2
Resource Allocation MatrixA25
Rate ScheduleA26
Required FormsA27

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

Arief Naftali, PE, TE, EE, ENV SP - Psomas

Project Manager



REGISTRATION

2016/CA/Electrical Engineer/#21570

2005/CA/Traffic Engineer/#2296

2003/CA/Professional Engineer/Civil/#64286

EDUCATION

2004/MS/Civil Engineering (Transportation Engineering)/California State University, Long Beach

2001/MA/Organizational Management/Azusa Pacific University

1999/BS/Civil Engineering/California State Polytechnic University, Pomona

CERTIFICATIONS

Envision Sustainability Professional/Institute for Sustainable Infrastructure

PROFESSIONAL AFFILIATIONS

American Public Works Association

Institute of Transportation Engineers

EXPERIENCE

With Psomas for 4 years; with other firms for 13 years

Arief Naftali is a licensed traffic, electrical, and civil engineer in California with 17 years of hands-on professional experience in the design and management of various road, traffic, civil, site, highway, and engineering projects serving multiple local and regional agencies in Southern California, including Caltrans. Arief is adept in roadway infrastructure, site development, active transportation, traffic engineering, outdoor electrical, and transportation planning projects, delivering improvement needs to local and regional communities alike. Arief's project portfolio encompasses a full range of projects starting from planning and design, through construction.

Experience

Alessandro Boulevard/Elsworth Street Intersection Improvements, Moreno Valley, CA: Project Manager for safety improvements to the intersections of Alessandro Boulevard and Elsworth Street. The improvements included traffic signal hardware equipment, ADA handicap ramps, and eliminating of cross-gutter to mitigate the existing north-south "dip," and associated drainage improvements.

Perris Boulevard Road Widening, Moreno Valley, CA: Project Manager for roadway improvements that involve the widening of Perris Boulevard from Ironwood to Manzanita Avenue (a one-mile segment), a divided arterial roadway connecting the City of Moreno Valley with southern areas of San Bernardino County. Scope of services involve furnishing a project report, and PS&E package.

Fontana Active Transportation Plan, Fontana, CA: Project Manager for infrastructure-related audits and site visits to develop this ATP. The focus was on safety and availability of pedestrian and bicycle support facilities at and within the immediate vicinity of 10 school sites and the existing six-mile long Pacific Electric Trail. Responsible for the coordination and execution of infrastructure school audits for purposes of connecting pedestrian and bicyclists to and from schools. Ten out of 41 schools belonging to the Fontana School District were strategically selected. Scope of work also included the development of a multi-modal need assessment questionnaire destined and distributed among the top 10 employers within the City. Audit was also performed at key locations along the Pacific Electric trails to provide seamless connections to roadway pedestrian and cycling facilities.

Garden Grove Boulevard Cycle Track, Westminster, CA: Project Manager for the conceptual design for the development of this two-way cycle track and street diet project on Garden Grove Boulevard between Valley View and Golden West streets in the City of Westminster. The project involved coordination with the Orange County Transportation Authority (OCTA) and the City of Westminster. The scope included conceptual design graphics, and a preliminary cost estimate for presentation to Caltrans District 12 for review, and authorization of ATP funding.

Arief Naftali, PE, TE,
EE, ENV SP
(Continued)

Glendale-Hyperion Complex of Bridges Improvement Project, Los Angeles, CA: Traffic Engineer for the PR and PS&E for the rehabilitation of the interchange complex. Improvements include widening the Glendale Boulevard bridges, realigning the I-5 northbound off- and on-ramps and LA River bike path, adding a median barrier on the Hyperion Avenue Viaduct, retaining walls, traffic signals, drainage system improvements, infiltration basins, and improving pedestrian facilities. The project involved coordination with various stakeholders and the use of various agency standards such as Caltrans, City of Los Angeles, Federal Highway Administration (FHWA), and AASHTO.

City of Westminster Active Transportation Plan, Westminster, CA: Traffic Engineer for the development of a citywide ATP in conjunction with a General Plan Amendment. Scope of work involved thorough data gathering, inventory and evaluation of pedestrian and bicycle infrastructure, identification of constraints, as well as safety and crash history. Proposed bicycle facilities were designed to connect communities on the west to the east sides of the City through popular destinations, parks, schools and general points of interest. Close collaboration with the general plan committee members and independent outreach were performed to gather sentiments on project priorities and amenities of choice. As an immediate continuation of planning work, Arief developed a conceptual Class IV, two-way bikeway facility along Garden Grove Boulevard from the I-405 ramps through Edwards Street featuring crossings and transition (ingress/egress) schemes.

Rail-to-Trail, Fontana, CA: Project Manager prepared PS&E for the construction of a six-mile long Class I PCC bike trail fulfilling the City's "Rail-to-Trail" master plan, conceived in 2000. The new bike trail occupied portions of the existing Pacific Electric Inland Empire rail right of way which was abandoned and subsequently acquired by San Bernardino Associated Governments (SANBAG). Design and construction featured safety lighting along the trail, benches and enhanced landscape areas at street crossings, interpretive signage, historical monuments, signal-enhanced pedestrian crossings as well as ADA access ramps and protective, removable bollards at terminus points. Total construction costs were estimated at more than \$8 Million.

Avenue R Complete Streets and Safe Routes to School, Palmdale, CA: Transportation Engineer provided environmental clearance and developed construction documents for infrastructure enhancements to accomplish a "Complete Streets" approach along Avenue R from Sierra Highway to 25th Street East. Prepared a full range of technical studies (Natural Environmental Study, Draft Relocation Impact Statement, Community Impact Assessment memo) in support of the Initial Study/Environmental Assessment (IS/EA) on an expedited schedule due to the use of federal funding sources. Additional elements of the project included sidewalk gap closures, widening of Avenue R to include a Class II bike lane on the north and south sides of the street, and a two-way left-turn lane.

Steven Frieson, PE, ENV SP, LCI - Psomas

Officer-in-Charge/Local Assistance Liaison



REGISTRATION

1987/CA/Professional Engineer/
Civil/#42110

EDUCATION

1983/BS/Civil Engineering/
Stanford University

CERTIFICATIONS

Envision Sustainability
Professional/Institute for
Sustainable Infrastructure

League Certified Instructor/League
of American Bicyclists

PROFESSIONAL AFFILIATIONS

American Public Works
Association

American Society of Civil
Engineers, Orange County Branch

League of American Bicyclists

EXPERIENCE

With Psomas for 4 years; with
other firms for 29 years

Steven Frieson has 34 years of experience managing transportation projects throughout Southern California. His technical expertise includes planning, design, and construction management. In addition to his engineering skills, Steven brings strong administrative abilities in the oversight and direction of technical professionals, client relations, quality control, subconsultant coordination, public outreach, and resource allocation to ensure the timely delivery of this project.

Experience

San Sevaine Trail Connection, Fontana, CA: Project Manager for the preliminary alignment alternatives development for a Class I bikeway along the San Sevaine Channel. The proposed trail alignment will begin in the northern portion of the City through Hunter's Ridge at the Beech Avenue/Cherry Avenue intersection, and will follow the San Sevaine Flood Control Channel south to the San Bernardino County line. A key component of the work on this project is to identify viable intersection and trailhead connections at the various cross streets along the alignment. Steve was responsible for the development of conceptual geometrics for at-grade over and undercrossings along the proposed alignment, and for the preparation of conceptual cost estimates.

Mojave Riverwalk, Victorville, CA: Project Manager for the civil engineering services for a 5.5-mile paved bikeway/pedestrian trail along the Mojave River. The entire trail system is designed to minimize damage to the park's environment, including a rare desert wetland lying north of the park. The trail system complies with ADA accessibility guidelines for its entire length. Steve was responsible for the development of trail geometrics and site grading of the Fish Hatchery Trailhead.

Mojave Riverwalk Active Transportation Program Grant Application, Victorville, CA: Project Manager for the conceptual cost estimate in support of the City of Victorville's application for ATP funding. The funding was sought, and successfully secured for the Mojave Riverwalk trail project. The project included a combination of Class I and Class II bike and pedestrian facilities to be constructed along the Mojave River and arterial streets within the City of Victorville.

LA River Valley Bikeway & Greenway Design, Los Angeles, CA: Design Engineer for this project to design the final 12 miles of the Valley portion of the Los Angeles River Greenway for the City of Los Angeles. Once completed, this Envision Platinum greenway project will make it possible for Angelenos to walk and bike from Canoga Park to Elysian Valley. The project will complete the Los Angeles River Bike Path from Vanalden Avenue in the West Valley to Forest Lawn Drive/Zoo Drive near Griffith Park. Steve was responsible for the bikeway design portion of the project.

City of Claremont Active Transportation Plan, 2014, Claremont, CA: Project Manager for the 2014 update to the City of Claremont's Active Transportation and Bicycle Plan. Steve was the primary editor for the document, collaborating closely with City Staff and stakeholders such as Caltrans District 7 and the Claremont Bicycle Advisory Council.

Steven Frieson, PE,
ENV SP
(Continued)

City of Westminster Active Transportation Plan, Westminster, CA: Project Manager for the development of a citywide ATP in conjunction with a General Plan Amendment. Scope of work involved thorough data gathering, inventory and evaluation of pedestrian and bicycle infrastructure, identification of constraints, as well as safety and crash history. Proposed bicycle facilities were designed to connect communities on the west to the east sides of the City through popular destinations, parks, schools and general points of interest. Close collaboration with the general plan committee members and independent outreach were performed to gather sentiments on project priorities and amenities of choice.

Avenue R Complete Streets and Safe Routes to School, Palmdale, CA: Project Manager for this project, which provided environmental clearance and developed construction documents for infrastructure enhancements to accomplish a “Complete Streets” approach along Avenue R from Sierra Highway to 25th Street East. Prepared a full range of technical studies (Natural Environmental Study, Draft Relocation Impact Statement, Community Impact Assessment memo) in support of the IS/EA on an expedited schedule due to the use of federal funding sources. Additional elements of the project included sidewalk gap closures, widening of Avenue R to include a Class II bike lane on the north and south sides of the street, and a two-way left-turn lane. Steve was responsible for overall team management and coordination, and served as liaison between the project team, City, and Caltrans.

Port of Los Angeles, North Gaffey Street Beautification Phase II, Los Angeles, CA: Principal-in-Charge for the plans, specifications, and estimates for the North Gaffey Street Beautification Phase II project. The scope included a Class I multi-modal path, landscaping and irrigation, grading, water quality improvements, fencing, and site lighting. Since this project was funded by the China Shipping Mitigation Document, stakeholder coordination was key to the design. Stakeholders included California Public Utilities Commission (CPUC), Caltrans, Chevron, Northwest San Pedro Neighborhood Council, the local skate park, and Harbor Police. Steve was responsible for Caltrans coordination and quality control.

Anissa Voyiatzes, PE, QSD, ENV SP - Psomas

Quality Assurance/Quality Control



REGISTRATION

1993/CA/Professional Engineer/
Civil/#57710

EDUCATION

1993/BS/Civil Engineering/
California State University, Chico

CERTIFICATIONS

Envision Sustainability
Professional/Institute for
Sustainable Infrastructure

Qualified SWPPP Developer/
California Stormwater Quality
Association

PROFESSIONAL AFFILIATIONS

American Society of Civil
Engineers, Orange County Branch

Women's Transportation Seminar

American Public Works
Association

American Council of Engineering
Companies, California

EXPERIENCE

With Psomas for 20 years; with
other firms for 4 years

Anissa has 23 years of experience in civil engineering planning, design, program and project management for transportation and public works facilities. These projects have included roadway beautification and streetscape projects that required utility engineering, vehicular and pedestrian bridges, roadway widening, site grading, flood control facilities, drainage systems, sewer and water systems, parking lots and retaining walls. She specializes in public works engineering. Her experience includes project management and design for improvement roadway plans, grading plans, and storm drain plans that incorporate sustainable design practices. Anissa has been a Project Engineer and Project Manager on Psomas' open-end contracts with both the National Park Service and the California Department of Parks and Recreation, providing design for upgrades to water and wastewater facilities.

Experience

Rubidoux Boulevard/Market Street Streetscape Improvements, Riverside, CA: Project Manager for the street beautification project for Rubidoux Boulevard and Market Street. The project included raised medians, sidewalks, landscaping, streetlights, and signal modifications for approximately three miles of roadway. The project has been divided into 2 phases. Psomas' engineering services included bid package design and preparation, surveying, landscape architecture, traffic engineering, and construction management services for the improvements.

CAL FIRE South Operations Headquarters Replacement, Moreno Valley, CA: Project Manager for the on- and off-site developments of the new CAL FIRE Southern California Operation campus headquarter in Moreno Valley, CA. On-site improvements of a 10-acre campus involved grading and drainage at and around new operation, maintenance, and administration buildings, warehouses, loading-dock areas, fire access, and an extensive walkway network. The proposed site featured sustainable civil design elements, which included pervious asphalt concrete in parking areas, natural bioswales, earth-lined detention basin, as well as the use of turf-mat, and drain inlet filters at various locations. A project-specific Water Quality Management Plan (WQMP) was prepared, coupled with off-site improvements that involved storm drain, water (domestic and fire), sewer and street light modifications.

Avenue S Widening Phase II Improvement Project, Palmdale, CA: Project Manager for preparation of the Project Report Equivalent (PRE) and Environmental Documentation (NEPA and CEQA) for the widening of Avenue S. Psomas' multi-disciplinary team included planning, design, and environmental professionals to prepare the PRE of Avenue S between 30th Street East and 45th Street East including the environmental documents. The project objectives were to widen a heavily used arterial highway, including raised medians, upgraded ADA compliant pedestrian sidewalk and ramps, and a Class I bike path. The project required relocation of overhead and surface utilities; drainage system enhancements; new and reconstructed signalized intersections; and associated signage, striping, lighting, and landscaping/irrigation. Property acquisition was necessary, and the report needed to address the impacted properties and associated costs.

Anissa Voyiatzes, PE,
QSD, ENV SP
(Continued)

Pacific Coast Highway Traffic Congestion Relief Project, Dana Point, CA:

Senior Project Manager for the multiple award-winning project for the pedestrian bridge and widening of Pacific Coast Highway (PCH) from the San Juan Creek Bridge to Crystal Lantern. The widening turned a four-lane facility into a six-lane facility. The pedestrian mobility project consists of preparing environmental documentation, widening the roadway to six lanes, coordinating with Caltrans and obtaining an encroachment permit, designing off-site improvements including a pedestrian bridge over PCH, bus stop relocations, new bus stop turnouts, and improvements to the maintenance yard for Doheny Park State Beach, designing drainage structures, and preparing a Storm Water Management Plan.

North Spring Street Bridge Improvements and Viaduct Widening, Los Angeles, CA:

Senior Project Manager for developing plans, specifications and estimates for the widening of the North Spring Street Bridge over the Los Angeles River. This high-profile, \$34 million project addressed seismic and geometric deficiencies, improved pedestrian and cyclist safety, and maintained the historic integrity of the bridge. The project scope included widening of the historic bridge, a seismic retrofit, dual Class II bike lanes, construction of new sidewalks, a street closure, relocation of utilities, traffic signal modifications and new street lighting. Anissa provided the project and program management for the roadway and bridge widening for the North Spring Street Bridge that included a multi-discipline team of subconsultants.

Rosecrans Avenue Widening, Manhattan Beach, CA:

QA/QC Manager for street widening on the south side of Rosecrans Avenue from Redondo Avenue to Manhattan Gateway to provide one additional eastbound through-lane. The work includes demolition and grading of the existing site and reconstruction along the site and construction/reconstruction of various storm drain improvements, including catch basins, local depressions, pipe and connections. Traffic improvements include relocation of pedestrian push buttons and signing/stripping. Also provided relocation of existing water system facilities located in an underground vault. Since the work is located adjacent to existing commercial properties and is along a busy arterial street, lane closures and traffic control will be an important aspect of the project. The Contractor is required to provide construction survey/staking. The project required coordination efforts with several utility companies and private property owners within the widening limits including undergrounding of SCE power lines. This project was a task order awarded as part of an on-call contract.

Cliff Simental, PLS - Psomas

Surveying Lead



Cliff Simental is Vice President and Survey Team Leader for Psomas' Riverside office. He is a registered professional land surveyor with more than 37 years of surveying experience in California. Cliff has a broad background including design surveys, construction, hydrographic, topographic, boundaries, and cadastral surveys. He has served as project manager in charge of on-call surveying services for various public agencies. This experience gives Cliff a diverse range of experience working on a variety of survey projects, as well as working with client standards and design criteria.

Experience

City of Moreno Valley, On-Call Surveying Services, Moreno Valley, CA:

Project Manager for various survey tasks as part of Psomas' on-call contract with the City. Tasks have represented a broad range of surveying functions in support of both design and post-design construction staking surveys. This has included signal location, roadway construction staking, and various street improvements including curb, gutter, and sidewalk location surveys.

Corporate Yard Facility Phase 1, Moreno Valley, CA: Project Manager responsible for providing surveying services for this 5,264 SF corporate yard office building, parking lot, and site improvements.

Kitching Street Electrical Substation and Switchyard, Moreno Valley, CA:

Survey Manager for this project to construct a new 115 kV electrical substation on a 1.87-acre parcel at Kitching Street and Edwin Road. Psomas was retained to provide surveying services to complete a boundary survey, topographic survey, right of way acquisition documents, and a parcel map/legal description for an exclusive perpetual easement.

Lasselle Street Widening, Moreno Valley, CA: Survey Manager for construction surveying services for the widening of Lasselle Street between John F. Kennedy Drive and Alessandro Boulevard. Responsible for horizontal and vertical control, removals and demolition, grading, new pavement, curb and gutter, but turnouts, storm drain facilities, and traffic signals at Brodiaea Avenue.

Heacock Bridge Replacement, Moreno Valley, CA: Survey Manager for construction staking services that met Caltrans Survey Specifications for the replacement of the Heacock Bridge.

SR-60/Nason Street Interchange, Moreno Valley, CA: Project Manager for construction surveying services for the City's SR-60/Nason Street Interchange project including major survey control suitable for construction, staking right of way and temporary construction easements, staking of removals, staking of sound wall and retaining walls structures, and staking for all major construction. High traffic volumes caused congestion, safety hazards and major delays, this project paved the way for better traffic flow, easier access to the City of Moreno Valley, and improved connections to both east and west SR-60. It also realigned and widened freeway on-ramps and off-ramps. In addition, the project constructed new drainage improvements, sound walls and retaining walls.

Cliff Simental, PLS
(Continued)

Sidewalk and Street Improvements to La Rue Street, Riverside, CA: Survey Manager for developing a plan for improvements along La Rue Street for the provision of accessible sidewalks, street improvements, and ancillary items. The plan fulfilled the goals of EDA's need to improve this section of La Rue Street while implementing a cost effective design. The sidewalk provides access to a local middle school crossing over SR-60, Union Pacific Railroad, and a local irrigation canal requiring coordination with all agencies.

Corona Metrolink Station, Corona, CA: Project Manager for this project of a six to nine-bus bay transit transfer station with associated pedestrian plaza and amenities such that commuters can wait for a bus, readily transfer from one bus to another, or from bus to Metrolink train with comfort, ease and safety.

Pedley Station, Riverside, CA: Survey Manager for this multi-award winning "fast-track" project with street, drainage, parking lot, and site improvements which included urban planning and site design, Metrolink platform, shelters, amenities, construction drawings, and construction administration. The project received the following awards: Recognition of Excellence in California Transportation, 1994 TRANNY Award, California Transportation Foundation, *1994 Excellence in Transportation Award - Transit Facilities, Caltrans.*

Silverlakes Regional Park and Sports Venue Project, Norco, CA: Survey Manager for this regional 120-acre multi-sport park project operated by the Belstarr Corporation. Park features include 25 soccer fields, and full equestrian facilities including an arena, hay barn, and a vendor village with picnic area. This project is located on city-owned property along Hamner Avenue adjacent to the Santa Ana River. The soccer fields are state-of-the art synthetic that will be upgraded every three years, as technology improves. A riding/hiking trail encircles the park, and four restroom facilities are provided along with a full maintenance yard facility. Psomas' scope of work included conceptual grading, site drainage, on-site conceptual water, sewer, and mainline storm drain.

On-Call Surveying Services, Riverside County, CA: Project Manager for the County of Riverside, provided services included: horizontal and vertical control surveys, topographic surveys, cross-section data collection, survey calculations and adjustments, design surveys, survey data formatting, construction surveys, right of way surveys and mapping, Record of Survey mapping, monumentation surveys, preparation and maintenance of survey and acquisition documents, and traffic control.

Caltrans District 8 On-Call Land Surveying Support Services, Riverside and San Bernardino Counties, CA: Survey Manager for surveying services for construction staking, horizontal and vertical control surveys, topographic surveys, cross-section data collection, survey calculations and adjustments, design surveys, survey data formatting, construction surveys, right of way surveys and mapping, Record of Survey mapping, monumentation surveys, preparation and maintenance of survey and acquisition documents, and traffic control.

Vincent B. Hellens Jr., ENV SP, QSD/QSP - Psomas

Civil Design Lead



REGISTRATION

EDUCATION

2007/BS/Civil Engineering/
Alabama Agricultural and
Mechanical University

CERTIFICATIONS

ACI Field Testing Technician/
American Concrete Institute

Envision Sustainability
Professional/Institute for
Sustainable Infrastructure

Erosion Prevention and Sediment
Control Certified/

PROFESSIONAL AFFILIATIONS

American Public Works
Association - Board Member

American Society of Civil
Engineers

Society of American Military
Engineers

TRAINING

Public Works Institute American
Public Works Association

Qualified SWPPP Developer and
Practitioner California Stormwater
Quality Association

EXPERIENCE

With Psomas for 5 years; with
other firms for 6 years

Vincent Hellens' expertise includes roadway widening and interchange designs from preliminary plans to final submittal (e.g., erosion control plans, traffic control plans, plan and profile, cross sections, typical sections, drainage plans, pavement marking plans, and signing plans). Vincent is familiar with many roadway design guidelines, such as AASHTO Green Book and Roadway Construction Standards, the ASTM Roadway Specifications, the Federal Highway Administrations Manual of Traffic Control Devices (MUTCD), as well as other local, state, and federal publications. His roadway design experience includes typical sections, alignments, and various types of interchanges and roadway facilities.

Vincent has participated in many large transportation projects for local and state agencies including the Port of Long Beach, City of Los Angeles, City of Beverly Hills, Orange County Public Works, City of Culver City, City of Moreno Valley, City of Gardena, and City of Santa Ana. Additional transportation public work agencies include Alabama Department of Transportation; Mississippi Department of Transportation; as well as numerous State DOTs in the southern US. Vincent was the recent recipient of the 2015 Emerging Leader Award in the private sector from the Southern California Chapter of American Public Works Association.

Experience

Active Transportation Plan, City of Fontana, CA: Project Designer responsible for the coordination and execution of infrastructure school audits for purposes of connecting pedestrian and bicyclists to and from schools. Ten out of 41 schools belonging to the Fontana School District were strategically selected. Scope of work also included the development of a multi-modal need assessment questionnaire destined and distributed among the top 10 employers within the City. Audit was also performed at key locations along the Pacific Electric trails to provide seamless connections to roadway pedestrian and cycling facilities.

Avenue R Complete Streets and Safe Routes to School, Palmdale, CA:

Project Design Engineer for this project, which provided environmental clearance and developed construction documents for infrastructure enhancements to accomplish a "Complete Streets" approach along Avenue R from Sierra Highway to 25th Street East. Prepared a full range of technical studies (Natural Environmental Study, Draft Relocation Impact Statement, Community Impact Assessment memo) in support of the IS/EA on an expedited schedule due to the use of federal funding sources. Additional elements of the project included sidewalk gap closures, widening of Avenue R to include a Class II bike lane on the north and south sides of the street, and a two-way left-turn lane. Responsible for the geometric approval drawings and defining preliminary civil improvements along the corridor.

CAL FIRE South Operations Headquarters Replacement, Moreno Valley, CA:

Design Engineer for the on- and off-site developments of the new CAL FIRE Southern California Operation campus headquarter in Moreno Valley, CA. On-site improvements of a 10-acre campus involved grading and drainage

Vincent B. Hellens Jr.,
ENV SP, QSD/QSP
(Continued)

at and around new operation, maintenance, and administration buildings, warehouses, loading-dock areas, fire access, and an extensive walkway network. The proposed site featured sustainable civil design elements, which included pervious asphalt concrete in parking areas, natural bioswales, earth-lined detention basin, as well as the use of turf-mat, and drain inlet filters at various locations. A project-specific WQMP was prepared, coupled with off-site improvements that involved storm drain, water (domestic and fire), sewer and street light modifications. Responsible for the storm drain design plans, identifying utility conflict.

Glendale-Hyperion Complex of Bridges Improvement Project, Los Angeles, CA: Project Engineer for the PR and PS&E for the rehabilitation of the interchange complex. Improvements include widening the Glendale Boulevard bridges, realigning the I-5 northbound off- and on-ramps and LA River bike path, adding a median barrier on the Hyperion Avenue Viaduct, retaining walls, traffic signals, drainage system improvements, infiltration basins, and improving pedestrian facilities. The project involved coordination with various stakeholders and the use of various agency standards such as Caltrans, City of Los Angeles, FHWA, and AASHTO.

Lincoln Bridge Multi-Modal Improvements, Los Angeles, CA: Lead Design Engineer for the geometric approved drawings for the widening of Lincoln Boulevard from Fiji Way to Jefferson Boulevard. The project included replacement of Lincoln Boulevard Bridge over Ballona Creek, and replacement of the Culver Boulevard overpass while minimizing impact to the creek and wetlands. The geometrics provided capacity for future light rail transit, three vehicle lanes in each direction, Class II bicycle lanes, and sidewalks on both sides of the bridge. Responsible for preparing the civil improvement plans, specifications, and estimate.

Lincoln Avenue Bridge Widening and Rehabilitation, Anaheim, CA: Design Engineer for project that consisted of traffic control, signing, striping, and traffic signal modifications for approximately two miles of Lincoln Avenue bridge widening between Rio Vista Street and Riverbend Parkway. Supervised the development of traffic control and detour plans to ensure they conformed to both the California MUTC and municipal standards. Assisted in processing the plans through three separate jurisdictions for construction permitting. Vincent also prepared the bike lane signing and striping plans for a portion of the LA River bike path that crossed under the bridge. The path was also connected to the Class II bike lane on Lincoln Avenue.

Gilbert Street Improvements, Garden Grove, CA: Design Engineer for the design of pedestrian access enhancements for a one-mile section of Gilbert Street between Katella Avenue and Ball Road. The project included safety improvements by reducing the existing four-lane minor arterial to a two-lane street with bike lanes, and enhancing the pedestrian accesses to be ADA compliant. Responsible for the hydrology and hydraulic analysis utilizing AES and Bentley's Flowmaster software. In addition, he was the lead designer preparing the roadway design plans (plan & profile sheets), signing and striping plans, traffic control plans, and prepared cost and quantity estimates.

Hugo Camberos, EIT, ENV SP - Psomas

Civil Designer



EDUCATION

2014/BS/Civil Engineering/
California State Polytechnic
University, Pomona

CERTIFICATIONS

Envision Sustainability
Professional Credential/Institute for
Sustainable Infrastructure
Engineer In Training/

PROFESSIONAL AFFILIATIONS

American Public Works
Association
American Society of Civil
Engineers

EXPERIENCE

With Psomas for 3 years; with
other firms for 2 years

Mr. Camberos has three years of experience in roadway rehabilitations, widenings and park improvements. He is familiar with the design process from preliminary to record drawings. His knowledge has supplemented senior and assistant level engineers with CAD drawings and quantifying measures in analyzing projects such as engineering cost estimates and earthworks. Mr. Camberos has design experience in traffic control plans, plan and profile, cross sections, typical sections, drainage plans, pavement marking plans, signing plans, and vertical and horizontal geometry. He has an understanding of Capital Improvement Programs coming from the City of Santa Ana.

Mr. Camberos has participated in many transportation projects for local, state and private agencies including the Port of Los Angeles, City of Los Angeles, City of Beverly Hills, City of Anaheim, City of Santa Ana, City of Moreno Valley, Southern California Gas, and Arizona Department of Transportation. Mr. Camberos has worked with many roadway design guidelines, such as the ASSHTO Green Book and Roadway Construction Standards, the Federal Highway Administrations MUTCD, as well as other local, state, and federal publications.

Experience

Maple Safety Bike Trail – Bulb Out, Santa Ana, CA: Hugo designed and profiled safety bulb out with the supervision of a Professional Civil Engineer. Safety measures were implemented to reduce vehicle speed. Pedestrian cross walks were protruded to minimized time spend on roadway and improve safety. ADA pedestrian facilities for pedestrians were implemented. New vertical alignment, profile and cross sections were developed utilizing Bentley InRoads. In addition, off site grading and utility adjustment were also designed.

Lincoln Bridge Multi-Modal Improvements, Los Angeles, CA: Design Engineer for the geometric approved drawings for the widening of Lincoln Boulevard from Fiji Way to Jefferson Boulevard. The project included replacement of Lincoln Boulevard Bridge over Ballona Creek, and replacement of the Culver Boulevard overpass while minimizing impact to the creek and wetlands. The geometrics provided capacity for future light rail transit, three vehicle lanes in each direction, Class II bicycle lanes, and sidewalks on both sides of the bridge. Hugo provided development of plan and profile, vertical geometrics, and research.

Port of Los Angeles, North Gaffey Street Beautification Phase II, Los Angeles, CA: Design Engineer for the plans, specifications, and estimates for the North Gaffey Street Beautification Phase II project. The scope included a Class I multi-modal path, landscaping and irrigation, grading, water quality improvements, fencing, and site lighting. Since this project was funded by the China Shipping Mitigation Document, stakeholder coordination was key to the design. Stakeholders included CPUC, Caltrans, Chevron, Northwest San Pedro Neighborhood Council, the local skate park, and Harbor Police. Hugo provided complementary design engineering throughout the project process. Design of vertical and horizontal alignments and plan and profile development. Coordination of some permitting and earthwork analysis.

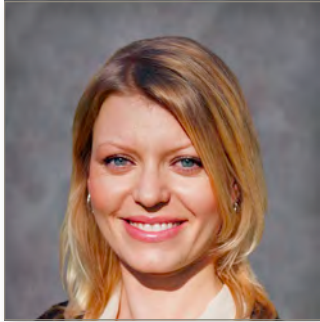
Hugo Camberos, EIT,
ENV SP
(Continued)

Higuera Bridge Over Ballona Creek Replacement, Culver City, CA: Design Engineer of the engineering project to replace and widen the Higuera Street Bridge which straddles the cities of Culver City and Los Angeles. The relatively short bridge overcrosses Ballona Creek viaduct which features an existing Class I bike trail along the westerly bank of the concrete-lined waterway. Preliminary and final engineering included the approach roadway, traffic signal modification, lighting relocation and modification, right of way acquisition, temporary construction easement, and the development of work site traffic control plans. Extensive coordination was performed with multiple agencies and multiple departments within the City of Los Angeles, County of Los Angeles, US Army Corps of Engineers, and relevant environmental stakeholders. Hugo provided complementary design engineering throughout plans and profile including design of driveways and sidewalk.

LA Metro, Lakewood Boulevard/Alondra Boulevard Intersection Improvements, Los Angeles County, CA: Design Engineer for the engineering plans, environmental clearance processing and approval through Caltrans District 7's Encroachment Permit Department. Improvements at this intersection included pavement rehabilitation and widening; ADA access upgrades; signing, striping, and traffic signal modifications. The Lakewood/Alondra intersection is one of 33 intersections that were selected for improvements in conjunction with the Arterial Highway Improvement Hot Spots Initial Projects of the SR-91/I-605/I-405 Corridor "Hot Spot" Feasibility Study. Improvements were necessary to alleviate current and future congestion and delay at these intersections. Hugo provided complementary design engineering throughout the project, plans and profile, vertical and horizontal design. Sight distance calculations and analysis.

Agnieszka Napiatek, LEED AP BD+C, ENV SP - Psomas

Environmental Lead



EDUCATION

2003/MS/Economics-International Relations/University of Gdansk, Poland

2007/MS/Environmental Studies/California State University, Fullerton

2001/BS/Economics-International Relations/University of Gdansk, Poland

CERTIFICATIONS

LEED Accredited Professional/BD+C #10140028/U.S. Green Building Council

Certified Green Building Professional/Build It® Green

Scientific Collecting Permit/SC-009226/California Department of Fish and Wildlife

Principal Investigator for Mohave Ground Squirrel (trapping, tissue sampling, pit-tagging), Memorandum of Understanding/California Department of Fish and Wildlife

Envision Sustainability Professional Credential/Institute for Sustainable Infrastructure

PROFESSIONAL AFFILIATIONS

U.S. Green Building Council, Orange County Chapter

The Wildlife Society, Western Section

EXPERIENCE

With Psomas for 5 years; with other firms for 7 years

Agnieszka Napiatek is a Project Manager with 12 years of experience in environmental documentation pursuant to CEQA and NEPA. She has extensive experience with EIRs, EISs, IS/MNDs, Environmental Assessment (EAs), and Finding of No Significant Impact (FONSI). Agnieszka's career has focused on transportation/infrastructure, including energy. Throughout her career, she has worked with a variety of stakeholders including the USACE; the USFWS; the CDFW; and various local planning and development departments. Her project experience includes coordination with a variety of State, municipal, and federal agencies, including Bureau of Land Management (BLM), the U.S. Department of the Interior, Caltrans, and the Federal Transit Administration (FTA). Agnieszka is a Leadership in Energy and Environmental Design (LEED) accredited professional with the Green Certification Institute and is well versed in green principles and practices. She also serves on the Psomas Sustainability Committee.

In addition, Agnieszka serves a dual role as a biologist on many of her projects. She has complete biological resources technical documents consistent with CEQA and NEPA. She is responsible for small mammal trapping, general wildlife surveys, focused surveys (desert tortoise, burrowing owls), nesting birds, and construction monitoring

Experience

Alessandro Boulevard/Elsworth Street Intersection Improvements,

Moreno Valley, CA: Environmental Planner for safety improvements to the intersections of Alessandro Boulevard and Elsworth Street. The improvements included traffic signal hardware equipment, ADA handicap ramps, and eliminating of cross-gutter to mitigate the existing north-south "dip," and associated drainage improvements. Agnieszka was the Environmental Quality Assurance/Quality Control Manager for preparation of a Preliminary Environmental Study (PES) for Caltrans District 8 for this road improvement project. The main issues of the project included construction-related impacts as well as right of way, easement, and excavation needs. As part of the Scope of Work, a thorough yet concise Area of Potential Effect (APE) Map was prepared.

Riverside Transit Agency Categorical Exemptions, Riverside County, CA:

Project Manager for the preparation of two Categorical Exemptions for two Riverside Transit Authority (RTA) transit projects. The RTA proposes to install approximately 25 new bus stops for the Proposed Rapidlink Service: Phase 1, University of California, Riverside to Corona Transit Center. A separate line with approximately 35 bus stops is proposed to serve Downtown Riverside Bus Stops in the Vine Street area.

Avenue R Complete Streets and Safe Routes to School, Palmdale,

CA: Environmental Project Manager for this project, which provided environmental clearance and developed construction documents for infrastructure enhancements to accomplish a "Complete Streets" approach along Avenue R from Sierra Highway to 25th Street East. Prepared a full range of technical studies [Natural Environmental Study (NES), Draft Relocation

Agnieszka Napiatek,
LEED AP BD+C
(Continued)

Impact Statement (DRIS), Community Impact Assessment (CIA) memo] in support of the IS/EA on an expedited schedule due to the use of federal funding sources. Additional elements of the project included sidewalk gap closures, widening of Avenue R to include a Class II bike lane on the north and south sides of the street, and a two-way left-turn lane. As an Environmental Project Manager and Project Biologist, Agnieszka prepared the NES and IS/ Environmental Assessment (EA); coordinated with the CDFW and Caltrans; conducted surveys (desert tortoise, wildlife, protocol burrowing owl) and a Mohave ground squirrel habitat assessment. Agnieszka also prepared the DRIS and the CIA memorandum; she coordinated preparation and submittal of all other technical reports (Air Quality Technical Report and the Cultural Resources Archaeological Survey Report, Historic Resources Evaluation Report and Historic Property Survey Report). The main issues of concern are traffic, impacts to native desert vegetation, and wetlands.

Los Angeles Metropolitan Transportation Authority “Hot Spots” Intersection Improvement, Los Angeles County, CA: Environmental Project Manager for the preparation of Categorical Exemptions (CE) prepared for three intersections selected for improvements in conjunction with the Arterial Highway Improvement Hot Spots Initial Projects of the State Route (SR) 91/ Interstate (I) 605/I-405 Corridor “Hot Spot” Feasibility Study. The project requires close coordination with Caltrans District 7, LA Metro, the cities of Bellflower and Paramount, and various utility agencies. To expedite the processing, Psomas coordinated with Metro and Caltrans to allow the City of Bellflower to prepare the CE for the improvements on SR-19, thereby simplifying the process and providing cost savings to the project. Agnieszka conducted environmental evaluation and documentation for three projects’ impacts in context of CEQA thresholds and prepared all three CEs.

Tracts at Brea Environmental Support, Brea, CA: Environmental Planner for this project. The City of Brea proposes to construct a 3,500-linear-foot Class I bike trail and a separate pedestrian path in the City of Brea along Loftus Channel and on City property. The project runs through an industrial area of the City that includes an abandoned railroad right of way, an Orange County flood-control channel (i.e., Loftus Channel), City-owned land, and private property within the City easement. Agnieszka prepared the Draft Relocation Impact Memorandum pursuant to Caltrans standards.

24th Street Improvement Project, Project Management, Community Impact Assessment, Relocation Impact Statement, and Biological Resources Report, Bakersfield, CA: Assistant Project Manager and Task Manager for this project, which proposed to improve a 2.5-mile stretch of 24th Street in the City of Bakersfield. Agnieszka coordinated and assisted with a public scoping meeting; attended Project Design Team meetings; and provided day-to-day project management tasks. She also prepared several key milestone reports, including the Community Impact Assessment and the Relocation Impact Statement. Additionally, the project involved a Section 7 consultation pursuant to the FESA due to the presence of the federally listed Endangered and State-listed Threatened San Joaquin Kit fox. Agnieszka participated in habitat mapping, general wildlife surveys, burrowing owl surveys, and bat count surveys. She also completed the Natural Environment Study and the Biological Assessment. She assisted in preparing and reviewing the EIR/EA.

Gregory Haws - Psomas

Landscape Specialist



EDUCATION

2005/MLA/Landscape Architecture/Utah State University

1998/BA/Architecture/University of Utah

PROFESSIONAL AFFILIATIONS

Congress for the New Urbanism
Urban Land Institute

American Society of Landscape Architects

EXPERIENCE

With Psomas for 4 years; with other firms for 14 years

Greg Haws is a talented urban designer, land planner, and landscape architect, as well as a highly effective project manager with extensive experience in all facets of the development process. He has demonstrated the ability to quickly understand and produce award winning design solutions for complex planning efforts in the United States, the Middle East, and Asia. Greg possesses strong design, communication, technical, graphic, and organizational skills. His unique background combines science, environmental systems, architectural history, urban planning, and landscape architecture. His broad skill-set ensures that projects are analyzed from many perspectives to develop the most innovative design solution.

Throughout his 18 years of experience, he has seized the opportunity to work on dozens of large-scale projects around the world, including the master plan and capacity analysis for Kennecott's 93,000 acre land holdings in Utah; the master plan for 40,000 acres in Collier County, Florida; and a strategic plan for the 20,000 acre Estrella Mountain Ranch project in Goodyear City, Arizona. Recently, Greg completed the design and entitlement work for Vista Station, a 140-acre TOD in Draper, Utah. He is currently working on the Sandy Stadium Village Master Plan.

Greg's experience in such diverse international markets, analyzing the components that define community, has provided some critical insight into how planning concepts must reflect and respond to context. From this perspective, Greg is able to create plans that embrace the land, market, and culture.

Experience

- University of Utah Landscape Master Plan, Salt Lake City, Utah
- Riverton 12600 South Small Area Plan, Riverton, Utah
- Wasatch County North Village Overlay District Form-Based Code and Development Standards, Wasatch County, Utah
- Riverton / Herriman Jordan School District Expansion Master Plan
- Life on State, Salt Lake County, Utah/Wasatch Front Regional Council
- American Fork Transit Oriented Development, American Fork, Utah
- Downtown Provo Urban Design Study, Provo, Utah
- Legacy Farms Master Plan and Form-Based Code Saratoga Springs, Utah
- Uintah County Emerging Area Vision, Uintah County, Utah
- Copper Rim Master Plan and Entitlement, West Jordan, Utah
- Vista Station Transit Oriented Development and Urban Design, Draper, Utah
- Saratoga Springs Form Based Code, Saratoga Springs, Utah
- PlaceMakers Charrette Team Form-Based Code – Layton, Layton, Utah
- PlaceMakers Charrette Team Form Based Code – Springville, Springville, Utah
- West Jordan West Side Specific Area Plan, West Jordan, Utah

S. Niranjanan, PE, GE - Diaz Yourman Associates

Geotechnical Lead



PROFESSIONAL REGISTRATION

2009/Geotechnical Engineer/
CA/2819

2004/Professional Engineer/
CA/67023

LAX Security Badge/A1152327

Los Angeles Deputy Building
Inspector/CA/P23494

EDUCATION

2000/Master of Civil Engineering/
Civil Engineering/Washington State
University

1997/Bachelor of Science/
Civil Engineering/University of
Peradeniya Sri Lanka

Mr. Niranjanan has over 17 years of geotechnical engineering experience, including bike paths, rail trails, pavement evaluation and rehabilitation, street widenings, highway improvements, sound walls and retaining walls, buildings, bridges, grade separations and other transportation infrastructure projects. He has practical experience in all aspects (design and construction) of geotechnical engineering, including site selection, field investigations, engineering analyses, recommendations construction observation and testing and preparation of geotechnical reports and recommendations.

Experience

Riverside County Santa Ana River Trail Engineering and Design Services, Norco, CA: Geotechnical Manager for design of the Santa Ana River Trail (SART) project, which encompassed 3 reaches of the SART, totaling approximately 11 miles of Class I paved multi-use trail. Construction of earth embankments, culverts, and a pedestrian bridge are planned. The proposed trail will consist of two parallel tracks; a soft surface trail to serve equestrians and hikers, and a paved trail for pedestrian and bicyclists. Mr. Niranjanan prepared the geotechnical exploration work plan, coordinated the field exploration efforts, obtained encroachment permits, performed geotechnical analyses for pavement design, bridge and culvert designs, and generated the geotechnical report with recommendations for subsurface conditions, seismic hazards, site preparation and grading, foundation type and allowable bearing capacity, estimated total and differential foundation settlements, resistance to lateral loads, lateral earth pressures, pavement thickness design, and soil corrosion potential.

Moreno Valley Pigeon Pass Road, Moreno Valley, CA: Geotechnical Project Engineer for project to widen remaining segments on Pigeon Pass Road between Climbing Rose Drive and the north City limits, approximately 2.9 miles, including bikeways, retaining walls, storm drains, curb and gutter, sidewalks and traffic signal modifications. The proposed grades are near existing grades, except where retaining walls were required because of existing ascending slopes. The presence of granitic bedrock was a challenge on this project with oversized particles in subgrade for the proposed pavement and the rippability of proposed cut slopes. The new pavement design had to accommodate shallow utilities and the overlay design was affected by the proposed grades. Geotechnical services included data review, permitting, subsurface investigation and testing, seismic survey, analysis, and geotechnical report. Mr. Niranjanan performed the geotechnical field investigation and coordinated with subcontractors. In addition, he performed the engineering analyses, including pavement design, settlement calculations, and slope stability analysis.

Moreno Valley Ironwood Avenue Widening from Heacock Street to Perris Boulevard, Moreno Valley, CA: Geotechnical Manager for the widening of an approximately 5,000-foot-long reach of Ironwood Avenue and construction of missing street and storm drain improvements between Heacock Street and Perris Boulevard. DYA's tasks for the project consisted of reviewing existing data, conducting a subsurface investigation, performing laboratory testing and engineering analyses, and preparing a geotechnical report. Mr. Niranjanan developed the field investigation, reviewed the analyses, and provided conclusions

S. Niranjanan, PE, GE
(Continued)

and recommendations regarding pavement and subsurface conditions, site preparation and grading, pavement thickness for new flexible pavement, and soil corrosion potential.

Pio Pico Bike Trail, Whittier, CA: Geotechnical Project Engineer for widening an existing bike trail adjacent to an existing flood control levee and located over a bike trail tunnel. A new mechanically stabilized earth (MSE) retaining wall and backfill were required, as well as excavation of a portion of the existing San Gabriel River. DYA provided recommendations for filter materials to reduce water infiltration through the levee. Other recommendations provided consisted of seismic hazards based on published maps, earthwork/grading, MSE wall foundation and backfill criteria, settlement, slab-on-grade, lateral earth pressures, corrosion potential, and asphalt concrete pavement thickness. Mr. Niranjanan coordinated the field exploration efforts, obtained encroachment permits, performed seismic analyses and MSE external stability calculations, and assisted the project manager to generate the geotechnical report.

Pier J Bike/Pedestrian Path, Port of Long Beach, CA: Geotechnical Engineer/Manager for a proposed new bikeway and pedestrian path near the shoreline from the Queensway Bridge to the Pier J Breakwater. The goal is to enhance public access to the waterfront and improve the pedestrian and bicycle access between the Queen Mary and Rainbow Harbor. DYA assisted with the conceptual evaluation of the project, which included input regarding future cantilever piers extending over the water, a new restroom, and new retaining walls. During final design, DYA will be drilling borings and providing recommendations for the proposed structures. Mr. Niranjanan assisted in performing engineering calculations.

San Marcos Inland Rail Trail Phase II, Oceanside, Vista, San Marcos, and Encinitas, CA: Geotechnical Project Engineer for Phase II of a proposed rail trail that will be within or closely follow the alignment of the existing North County Transit District rail right of way and included approximately 2.2 miles of Class I bike path, a steel pedestrian truss-type bridge, and four retaining walls. DYA performed a geotechnical investigation, including data review, soil sampling and laboratory testing, and developed conclusions and recommendations for site conditions, geologic and seismic hazards, foundation type and design criteria, external stability of existing and proposed slopes/retaining walls, lateral earth pressures and resistance to lateral loads, AC pavement thickness, and soil corrosion potential. Mr. Niranjanan performed retaining wall and engineering analyses.

Coastal Rail Trails, Oceanside, Encinitas, and Carlsbad, CA: Geotechnical Engineer for three separate projects, totaling 9.3 miles of Class I bike path through three Cities. The project included several bridges and retaining walls and a span over an existing culvert. The Encinitas portion (3.7-mile-long trail) also required a 230-foot, clear-span bridge, several new retaining walls (approximately 1,000 feet of retaining walls to 12 feet high), and a single 50-foot-long concrete drainage crossing. The key geotechnical concerns included drilling in limited access areas, foundation support, foundation settlement, liquefiable soils, slope stability, and pavement thickness. Recommendations were provided for earthwork, deep foundations, lateral earth pressures, resistance to lateral loads, and flexible pavement. Mr. Niranjanan coordinated field exploration activities, performed field exploration, assigned laboratory test results, performed engineering calculations and assisted the project manager to generate geotechnical report.

Ray Kommidi, PE, TE - LIN Consulting, Inc.

Traffic Engineering Lead

LIN Consulting, Inc.

Traffic, Civil, and Electrical Consulting Engineers

EDUCATION

M.S., 2003, Civil Engineering,
Clemson University

B.S., 2001, Civil Engineering,
Osmania University, India

LICENSES

Professional Civil Engineer, CA,
76481

Professional Traffic Engineer, CA,
2591

PROFESSIONAL AFFILIATIONS

Institute of Transportation
Engineers, Member

YEARS OF EXPERIENCE

14 years

Ray has 14 years of work experience in traffic engineering, civil engineering, intelligent transportation systems, geographical information systems, and transportation planning with LIN Consulting, Inc. (LCI). Ray has worked on city improvements such the Alessandro-Elsworth in Moreno Valley and the Iowa Avenue improvement in the city of Colton. He has assisted in the design and operations of numerous traffic signals and roadway projects. Ray has in-depth experience performing traffic studies using various computer analysis tools such as SYNCHRO and TRANPLAN.

Experience

Alessandro-Elsworth Intersection Improvements, Moreno Valley, CA: The project will improve safety and efficiency and accommodate all users by modifying existing traffic signal at Alessandro Boulevard/Elsworth Street including removing median-mounted traffic signal poles, improving vehicular head placement, removing steep cross gutters, implementing advanced dilemma zone protection, installing ADA compliant pedestrian access ramps at Alessandro Boulevard/Elsworth Street, and installing new signing and striping. Ray, who served as Task Lead, was in charge of the preparation of traffic signal PS&E for the intersection of Alessandro Boulevard/Elsworth Street along with the preparation of Concept of Operation and System Requirements for Advance Dilemma-Zone Detection System.

Traffic Signal Modification Plan – 74th Street and La Tijera Boulevard: LCI as a sub consultant to Trical Construction, Inc and later to SW Westchester Land, LLC, prepared traffic signal modification and signing and striping plans for the intersection of 74th Street and La Tijera Boulevard in City of Los Angeles. Ray as the project manager was in charge of the traffic signal modification design and signing and striping plans that were required to reflect the proposed improvements as required by the Department of Planning, which included installation of a protected left turn signal for the southbound traffic on La Tijera Boulevard and split phasing on eastbound and westbound 74th Street. LCI staff coordinated with Los Angeles Department of Transportation (LADOT) and Los Angeles Department of Water and Power (LADWP) to get timely approval of the plans.

Traffic Signal at Telegraph Road and Claremont Way Intersection (Ventura, CA): LCI was selected to provide traffic engineering services as part of the on-call contract with City of Ventura for the proposed improvements at the intersection of Telegraph Road/Claremont Way and Loma Vista Road/Seton Hall Avenue. The intersection of Telegraph Road and Claremont Way was an un-signalized intersection with existing In-Pavement Warning Flashers. LCI prepared traffic signal and signing/striping plans to remove and salvage existing In-Pavement Warning Flashers as well as the installation of new traffic signal system. LCI prepared plans to install solar powered, pedestrian push button actuated RRFB Assembly at the intersection of Seaton Hall Avenue and Loma Vista Road. LCI worked closely with TAPCO, KIM Lighting and City of Ventura staff to integrate the RRFB and solar powered street light system. Ray was the lead Design Engineer and eventual Project Manager.

Ray Kommidi, PE, TE
(Continued)

Traffic Signal, Signing/Striping, and Street Improvements on Iowa Avenue and Main Street (Colton, CA): LCI was retained by the City of Colton to provide engineering services for the project which aimed to improve the intersection of Iowa Avenue and Main Street. The project's scope of work included pavement rehabilitation, construction of widened lanes, sidewalks, curbs, gutters, ADA compliant curb ramps, and an island to be situated at the T-intersection. Ray assisted in the preparation of creating signing and striping plans and a new traffic signal for the project.

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

Karen Starr, CPM®, R/W-AMC, SR/WA - Epic Land Solutions

Right of Way Lead

Epic Land Solutions, Inc. 

EDUCATION

Bachelor of Science, Business & Management, University of Redlands

REGISTRATIONS/ CERTIFICATIONS

Certified Property Manager (CPM®), Designation #15165

Real Estate Broker, California, License #01043389

General B Contractor, California, License #682631

Designated R/W-AMC, International Right of Way Association (IRWA)

Designated SR/WA, IRWA #6423

ASSOCIATIONS/ ORGANIZATIONS

Board Member, Chairperson for the Professional Development Committee, IRWA, Chapter 57

EXPERIENCE

Total: 25 ; Years with Firm: 10

As Epic's senior regional manager, Karen Starr provides oversight for southern California projects. With more than 25 years in the industry, she possesses extensive project management experience. Karen's comprehensive acquisition background includes single- and multi-family residential, mobile home parks and commercial and industrial properties. She also provides extended services ranging from community outreach to property management, managing building demolition and environmental remediation. Karen has worked extensively with local, state and federal governments, including numerous cities and counties, Caltrans District 8, federal and state regulatory agencies and utility companies. Central to her project management approach is unwavering attention to budget management, meeting deadlines, collaboration and communication, ethics and safety. As a licensed general contractor, Karen brings added insight to project delivery and effectively conveys construction plans in lay terms, an asset that has proven invaluable when working with members of the public. She is a California Real Estate Broker and a Certified Property Manager.

Experience

San Bernardino County Transportation Authority (SBCTA), Metrolink Station Accessibility Improvement Project Independent Cost Estimate (ICE), Project Manager:

Karen along with the Epic team, provided right of way consulting services in support of the ICE project. Karen and the team determined that various commercial and residential improvements encroached on the right of way at some of the stations. These encroachments needed to be mitigated prior to construction of bike lanes and sidewalks and widening of existing sidewalks. Epic provided high-resolution aerial imagery maps showing existing use conditions and street centerline data to provide viewing context. Other Epic tasks included right of way certification, utility identification, utility relocation coordination and utility agreements.

City of Moreno Valley Aqueduct Trail System Project #CML-54410600,

Project Manager: Under the oversight of Right of Way Project Manager, Karen Starr, Epic performed right of way cost estimation and preliminary utility research and relocation coordination for the initial phase of the current City of Moreno Valley Juan Bautista De Anza Multi-Use Trail project, previously known as the Moreno Valley Bike Path or Aqueduct Trail System project. Epic's Utility Manager, Curtis Bibolet, requested and obtained as-builts plans from utility owners.

Mid County Parkway, Riverside County Transportation Commission (RCTC), San Jacinto and Perris, Project Manager:

Karen managed right of way services performed for this study. She spearheaded a team of agents to obtain nearly 3,000 permits to enter, as well as prepare right of way and utility cost estimates and Caltrans right of way data sheets for several alternatives and interchanges. Epic secured right of entry grants and completed a Draft/Final Relocation Impact Report for this major transportation project in Riverside County. With more than 10 alignments originally proposed, the project included numerous alternatives involving two major lake dams, numerous habitat lands and various land uses. Some of the unusual right of way

Karen Starr, CPM®,
R/W-AMC, SR/WA
(Continued)

challenges included culturally sensitive tribal sites, railroad crossings, outdoor advertising signs, cellular sites, a fire station, a police sub-station, recently approved residential tract maps, last resort housing mobile home properties and complex commercial and industrial properties.

Lenwood Road Grade Separation Project, City of Barstow and San Bernardino County Transportation Authority, Project Manager:

Karen managed Epic staff in providing a full spectrum of right of way services for both the Preliminary Engineering/Environmental Document and Final Design phases. The project purpose was to construct an overpass over the BNSF railroad. This impacted over 25 properties. Epic prepared right of way cost estimates for acquisitions and utilities which culminated in preparation of right of way data sheets. Karen's team worked with design engineers to assist in determining the least impact on right of way, including analyzing the financial effect of providing a slope versus a block wall along the rail line. Epic provided title reports, escrow coordination, appraisal and appraisal review services, acquisition negotiations, relocation services and eminent domain support. Relocations included nine residences and one auto-related business. Property management services were also provided for demolition and clearance of 15 structures including hazardous testing and abatement. Epic prepared and obtained approval for Caltrans District 8 right of way certification for level 3, upgraded to a level 2. Karen coordinated efforts with the County of San Bernardino and the City of Barstow as well as SBCTA.

Downtown San Bernardino Passenger Rail Project, San Bernardino County Transportation Authority, San Bernardino, Project Manager:

Karen managed Epic's team as it provided acquisition services for over 35 parcels including fee, partial acquisition and temporary construction easements. Other services included obtaining rights of entry; title reports; appraisals; appraisal reviews and fixture, furniture and equipment appraisals. Epic prepared offers and negotiated with business and residential owners for purchase of required right of way. The Epic team also provided relocation assistance and support for the eminent domain process.

Railroad Right of Way Property Management, San Bernardino County Transportation Authority, San Bernardino County, Property Manager:

Karen's team is managing approximately 70 miles of SBCTA-owned right of way for the San Gabriel Subdivision, Baldwin Park Subdivision and the Redlands Subdivision. The Epic team analyzed approximately 955 non-revenue agreements. The scope of work also involves oversight of 87 revenue agreements contracted at more than \$400,000 in annual revenue. Other tasks involve creating new licenses/agreements, developing master utility agreements, enforcing agreements, oversight of maintenance and collecting lease and license fees. Epic's GIS department has established a database to record and store information for each tenant, along with the creation of a map book that provides details for each of the subdivisions.

Mission Plaza Improvement Project, County of Riverside, Economic Development Agency, Project Manager:

Karen managed the relocation services for the County EDA on the Mission Plaza Project. She assisted the relocation agent with the preparation of relocation plans, replacement housing plans and relocation assistance for residential and commercial properties.

APPENDIX Resource Allocation Matrix

The Psomas Team’s allocation of resources is broken down in the table below and on the following page for each phase of the project.

Description Consultant Services	Officer-in-Charge QA\QC Manager	Project Manager	Project Engineer	Staff Engineer	Project Assistant
Phase 1 - PA/ED					
1.1 Utility Coordination		2		4	6
1.2. Additional Geotechnical Investigation		2			2
1.3. Supplemental Survey at 11 focused locations		2	4		
1.4. Environmental (CEQA, NEPA Verification)	1	2			
1.5. Drainage Assessment		2			
1.6. Right of Way Need Confirmation/Coordination	1	2			
1.7 Preliminary Engineering Plans (Est. 6 sheets)	2	12	24	48	4
1.8. Preliminary/Draft Construction Estimate	2	4	8	12	
1.9 Project Report	2	16	32		6
Meetings and Coordination (6 meetings including a kick-off assumed)		24			8
<i>Subtotal - PA/ED</i>	8	68	68	64	26
Phase 2 - Plans, Specifications and Estimates					
2.1 Finalizing Trail Pavement Options		2		2	
2.2. 65% Plans :					
Title Sheet, Legend and Notes (1 sheet)		2		8	
Trail Improvement Plans & Profiles (6 Sheets)		10	32	84	8
Trail/Junction Details (2 Sheets)		4	6	20	1
Signing/Striping Plan at Krameria/Kitching (1 Sheet)		2	2	4	1
Traffic Signal Modification Plan (1 Sheet)		2	1	2	1
2.3. 65% Estimates	2	4	4	16	2
2.4. 65% Specifications	2	8	4		2
95% PS&E		16	28	72	4
100%/Final PS&E		12	20	64	4
2.5 RFA Support for Right-of-Way/Easement	8	4		12	
Meetings and Coordination (5 meetings assumed, including a community workshop)	2	20			5
<i>Subtotal - PS&E</i>	14	86	97	284	28

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

Resource Allocation Matrix (continued)

Description Consultant Services	Officer-in-Charge QA\QC Manager	Project Manager	Project Engineer	Staff Engineer	Project Assistant
Phase 3 - Right of Way/Utility Certification					
3.1 Title Examination Services		2			2
3.2 Real Property Appraisal		1			
3.3 Appraisal Review		1			
3.4 Right-of-Way Acquisition/Negotiation (4 assumed to include Legals & Plats)		4			
3.5 Escrow Coordination and Closing Services		1			
3.6 RFA Support for Construction	8	4		12	
Meeting and Coordination		8			2
<i>Subtotal - Right-of-Way/Easement</i>	8	21		12	4
Phase 4 - Construction					
Preconstruction meeting		4			2
Support during construction (5 RFIs, and 3 submittal drawings assumed)		8	12		
As-Built Development		4		20	2
GASB 34 Documentation in the City's format		2			4
1 Meeting and 1 Field Visit assumed		8			
<i>Subtotal - Construction</i>		26	12	20	8
PROJECT TOTAL =	30	201	177	380	66
STAFF UTILIZATION =	4%	24%	21%	45%	8%

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

Rate Schedule

HOURLY RATE SCHEDULE

For services by Psomas
Effective through December 2018

Civil Engineering Services

\$ 90 - \$100	Project Assistant
\$ 70 - \$ 80	Engineering Assistant, Intern
\$100 - \$130	Civil Engineering Designer
\$115 - \$135	Lead CAD Designer
\$125 - \$140	Professional Engineer
\$140 - \$165	Project Engineer
\$170 - \$200	Senior Project Engineer
\$190 - \$200	Project Manager
\$200 - \$240	Senior Project Manager, QA/QC Manager, Principal-In-Charge

Standard computer and technology costs are incorporated into these hourly rates, as well as direct labor, overhead, fringe benefits and fee.

Survey and other specialty equipment will be charged at a per unit per day rate.

Expert witness testimony is two times the normal rate.

Per Diem is calculated at current State Department of Transportation rates (or other appropriate Agency rate).

Reimbursables

Mileage at \$0.54 per mile (or current IRS allowable rate) and parking expenses incurred by office employees are charged at cost. Prints, plots, messenger service, subsistence, air travel, and other direct expenses will be charged at cost plus ten percent. The services of outside consultants will be charged at cost with no markup.

Required Forms

Psomas has completed the following Caltrans Exhibits. Cost related information within the Technical Proposal is redacted. However, each form containing cost information has been included in its entirety as part of our separate Cost Proposal uploaded via PlanetBids.

Exhibit 10-I: Notice to Proposers DBE Information

Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System

Exhibit 10-O1: Consultant Proposal DBE Commitment

Exhibit 10-O2: Consultant Contract DBE Commitment

Exhibit 10-Q: Disclosure of Lobbying Activities

Exhibit 12-B: Bidder's List of Subcontractors (DBE and non-DBE)

Exhibit 15-H: DBE Information - Good Faith Efforts

NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 11 %

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 1. Click on the link titled *Disadvantaged Business Enterprise*;
 2. Click on Search for a DBE Firm link;
 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

The unredacted version of this form containing cost information is provided in the separate "Cost Proposal" upload via PlanetBids

Consultant Firm Name: Psomas

Indirect Cost Rate: [REDACTED] * for fiscal period 01/01/2016-01/01/2017

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Moreno Valley

Contract Number: TBD Project Number: 801 0073

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ [REDACTED] and the number of states in which the firm does business is 3.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

Consultant Certification of Contract Costs and Financial Management System

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ [redacted]

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ [redacted]

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

Diaz Yourman & Associates	\$	[redacted]
Epic Land Solutions	\$	[redacted]
LIN Consulting	\$	[redacted]
	\$	
	\$	

Consultant Certifying (Print Name and Title):

Name: Psomas - Steven Frieson, PE, QSD, ENV SP

Title: Vice President

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 10/17/17

Consultant Contact Information:

Email: steven.frieson@psomas.com

Phone number: (714) 751-7373

**An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.


Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

- Distribution:**
- 1) Original to Caltrans Audits and Investigations
 - 2) Retained in Local Agency Project Files

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Moreno Valley 2. Contract DBE Goal: 11%
 3. Project Description: Juan Bautista De Anza Historic Corridor (formerly Aqueduct Trail) Segment of Multi-Use Trail from El Potrero Park to Iris Avenue
 4. Project Location: Moreno Valley, CA
 5. Consultant's Name: Psomas 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Geotechnical investigation	20160	Diaz Yourman & Associates 1616 E. 17th Street, Santa Ana, CA, Contact: S. Niranjana, 714-245-2920, niranja@diazyourman	6.4%
Traffic engineering	28897	LIN Consulting 21660 E. Copley Drive, Ste. 270, Diamond Bar, CA 91765, Contact: Ray Kommidi, PE, TE, (909) 396-6850, rkommidi@linconsulting.com	5.6%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	12 %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 	
20. Local Agency Representative's Signature _____	21. Date _____	12. Preparer's Signature _____ Steven Frieson, PE, ENV SP, LCI	13. Date _____ October 17, 2017 (714) 751-7373
22. Local Agency Representative's Name _____	23. Phone _____	14. Preparer's Name _____ Vice President	15. Phone _____
24. Local Agency Representative's Title _____		16. Preparer's Title _____	

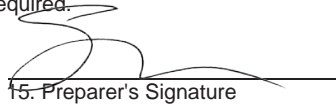
DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Moreno Valley 2. Contract DBE Goal: 11%
 3. Project Description: Juan Bautista De Anza Historic Corridor (formerly Aqueduct Trail) Segment of Multi-Use Trail from El Potrero Park to Iris Avenue
 4. Project Location: Moreno Valley, CA
 5. Consultant's Name: Psomas 6. Prime Certified DBE: 7. Total Contract Award Amount: [REDACTED]
 8. Total Dollar Amount for **ALL** Subconsultants: \$76,747 9. Total Number of **ALL** Subconsultants: 3

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Geotechnical investigation	20160	Diaz Yourman & Associates 1616 E. 17th Street, Santa Ana, CA, Contact: S. Niranjanan, 714-245-2920, niranjan@diazyourman	[REDACTED]
Traffic engineering	28897	LIN Consulting 21660 E. Copley Drive, Ste. 270, Diamond Bar, CA 91765, Contact: Ray Kommidi, PE, TE, (909) 396-6850, rkommidi@linconsulting.com	[REDACTED]
The unredacted version of this form containing cost information is provided in the separate "Cost Proposal" upload via PlanetBids			
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____		14. TOTAL CLAIMED DBE PARTICIPATION 12 %	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature _____ 25. Local Agency Representative's Name _____ 27. Local Agency Representative's Title _____	24. Date _____ 26. Phone _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ Steven Frieson, PE, ENV SP, LCI 17. Preparer's Name _____ Vice President 19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

DIAZ CONSULTANTS, INC.

1616 EAST 17TH STREET
SANTA ANA, CA 92705 8509

Owner: CHRISTOPHER DIAZ

Business Structure: CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) * Indicates primary NAICS code

- * 541330 Engineering Services
- 541620 Environmental Consulting Services

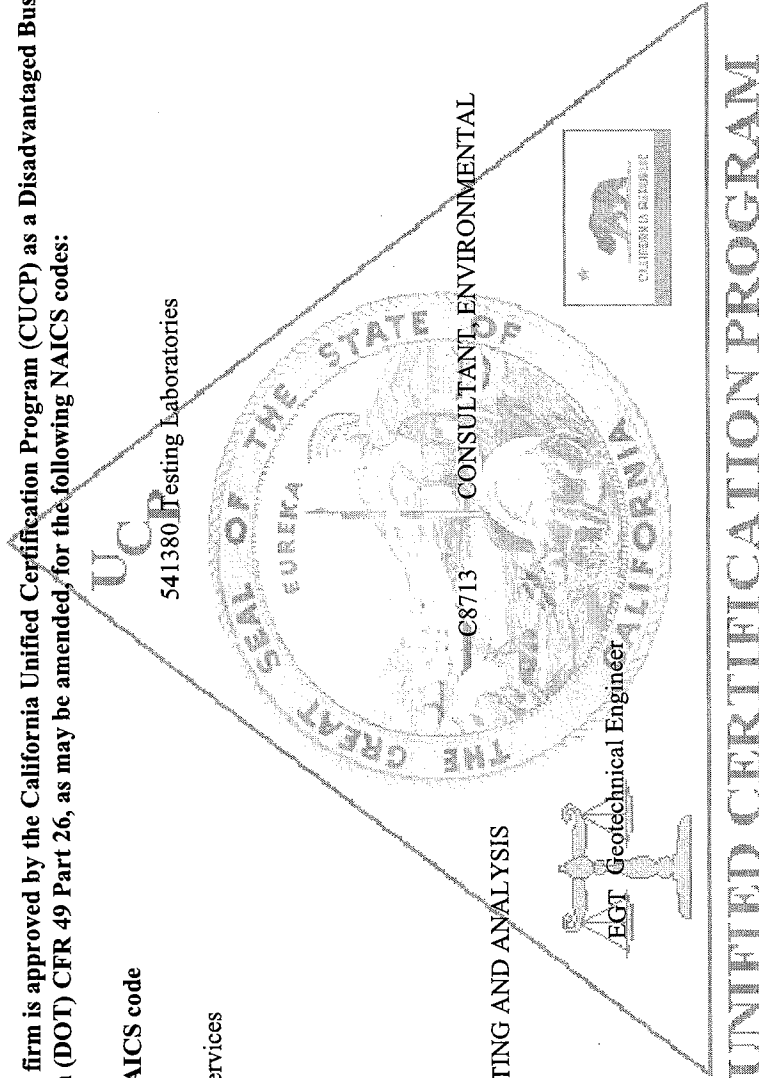
UCP
541380 Testing Laboratories

Work Category Code(s)

- C8710 ENGINEERING
- 18734 LABORATORY TESTING AND ANALYSIS

Licenses

- EC Civil Engineer



UNIFIED CERTIFICATION PROGRAM

CERTIFYING AGENCY:

LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
ONE GATEWAY PLAZA
LOS ANGELES, CA 90012 0000
(213) 922-2600

UCP Firm Number : 20160

May 1, 2013

CUCP/OFFICER

It is CUCP's policy and objective to promote and maintain a level playing field for DBEs in California on Federal-aid contracts. We ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts based on the requirements of 49 CFR Parts 21 and 26.



Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro CALIFORNIA UNIFIED CERTIFICATION PROGRAM



August 5, 2013

CUCP #28897
Metro File # 3013

Mr. Denwun Lin, P.E., T.E.
Lin Consulting, Inc.
21660 E. Copley Drive, #270
Diamond Bar, CA. 91765-4173

RE: Disadvantaged Business Enterprise Certification

Dear Mr. Denwun Lin, P.E., T.E.:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

NAICS (2007)	Description
541330	Engineering Services

Your DBE certification applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP's website at www.californiaucp.org. Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continued DBE status, you are required to submit an annual No Change Declaration Form (which will be sent to you) along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Should any changes occur that could affect your certification status prior to receipt of the No Change Declaration Form, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at [213-922-2600](tel:213-922-2600). For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Marilyn White
Certification Consultant – HSW Services
Diversity & Economic Opportunity Department

E:\Lin Consulting, Inc.- DBE Approval Letter - Marilyn-7.doc

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
 a. contract
 b. grant
 c. cooperative agreement
 d. loan
 e. loan guarantee
 f. loan insurance

2. Status of Federal Action:
 a. bid/offer/application
 b. initial award
 c. post-award

3. Report Type:
 a. initial
 b. material change
For Material Change Only:
 year _____ quarter _____
 date of last report _____

4. Name and Address of Reporting Entity
 Prime Subawardee
 Tier _____, if known
 Congressional District, if known _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
 Congressional District, if known _____

6. Federal Department/Agency:
NOT APPLICABLE

7. Federal Program Name/Description:
 CEQA Number, if applicable _____

8. Federal Action Number, if known: _____

9. Award Amount, if known: _____

10. Name and Address of Lobby Entity
 (If individual, last name, first name, MI) _____
 (attach Continuation Sheet(s) if necessary)

11. Individuals Performing Services
 including address if different from No. 10a
 (If individual, last name, first name, MI) _____

12. Amount of Payment (check all that apply)
 \$ _____ actual planned


13. Form of Payment (check all that apply):
 a. cash
 b. in-kind; specify: nature _____
 Value _____

14. Type of Payment (check all that apply)
 a. retainer
 b. one-time fee
 c. commission
 d. contingent fee
 e. deferred
 f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

16. Continuation Sheet(s) attached: Yes No (attach Continuation Sheet(s) if necessary)

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: 
 Print Name: Steven Frieson, PE, ENV SP, LCI
 Title: Vice President
 Telephone No.: (714) 751-7373 Date: October 17, 2017

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Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
 a. contract
 b. grant
 c. cooperative agreement
 d. loan
 e. loan guarantee
 f. loan insurance

2. Status of Federal Action:
 a. bid/offer/application
 b. initial award
 c. post-award

3. Report Type:
 a. initial
 b. material change
 For Material Change Only:
 year _____ quarter _____
 date of last report _____

4. Name and Address of Reporting Entity
 Prime Subawardee
 Tier _____, if known
 Congressional District, if known _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
 Congressional District, if known _____

6. Federal Department/Agency: _____

7. Federal Program Name/Description:
 CFDA Number, if applicable _____

8. Federal Action Number, if known: _____

9. Award Amount, if known: _____

10. Name and Address of Lobby Entity
 (If individual, last name, first name, MI)
 (attach Continuation Sheet(s) if necessary)

11. Individuals Performing Services
 including address if different from No. 10a
 (If individual, last name, first name, MI)
 (attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
 \$ _____ actual planned

13. Form of Payment (check all that apply):
 a. cash
 b. in-kind; specify: nature _____
 Value _____

14. Type of Payment (check all that apply)
 a. retainer
 b. one-time fee
 c. commission
 d. contingent fee
 e. deferred
 f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

16. Continuation Sheet(s) attached: Yes No (attach Continuation Sheet(s) if necessary)

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: V. R. Nadeswaran
 Print Name: V. R. Nadeswaran
 Title: Principal
 Telephone No.: 714-245-2920 Date: 10/11/17

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Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
<input checked="" type="checkbox"/> a. contract		<input checked="" type="checkbox"/> a. bid/offer/application		<input type="checkbox"/> a. initial	
<input type="checkbox"/> b. grant		<input type="checkbox"/> b. initial award		<input type="checkbox"/> b. material change	
<input type="checkbox"/> c. cooperative agreement		<input type="checkbox"/> c. post-award		For Material Change Only:	
<input type="checkbox"/> d. loan				year _____ quarter _____	
<input type="checkbox"/> e. loan guarantee				date of last report _____	
<input type="checkbox"/> f. loan insurance					
4. Name and Address of Reporting Entity			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
<input type="checkbox"/> Prime	<input checked="" type="checkbox"/> Subawardee	Tier _____, if known		Epic Land Solutions, Inc.	
Congressional District, if known _____			2601 Airport Drive, Suite 115		
			Torrance, CA 90505		
			Congressional District, if known _____		
6. Federal Department/Agency:			7. Federal Program Name/Description:		
			CFDA Number, if applicable _____		
8. Federal Action Number, if known:			9. Award Amount, if known:		
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)			11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)		
<u>Epic Land Solutions, Inc. does not have any lobbying activities to report.</u> (attach Continuation Sheet(s) if necessary)					
12. Amount of Payment (check all that apply)			14. Type of Payment (check all that apply)		
\$ _____	<input type="checkbox"/> actual	<input type="checkbox"/> planned	<input type="checkbox"/>	a. retainer	
			<input type="checkbox"/>	b. one-time fee	
13. Form of Payment (check all that apply):			<input type="checkbox"/>	c. commission	
<input type="checkbox"/>	a. cash		<input type="checkbox"/>	d. contingent fee	
<input type="checkbox"/>	b. in-kind; specify: nature _____		<input type="checkbox"/>	e. deferred	
	Value _____		<input type="checkbox"/>	f. other, specify _____	
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:					
(attach Continuation Sheet(s) if necessary)					
16. Continuation Sheet(s) attached:			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>Karen Starr</u>		
			Print Name: <u>Karen Starr, CPM®, R/W-AMC, SR/WA</u>		
			Title: <u>Senior Regional Manager</u>		
			Telephone No.: <u>951.321-1834</u> Date: <u>10/10/2017</u>		
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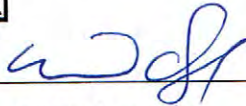
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Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
<input type="checkbox"/> NA	a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<input type="checkbox"/> NA	a. bid/offer/application b. initial award c. post-award	<input type="checkbox"/> NA	a. initial b. material change
				For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity		LIN Consulting, Inc. 21660 Copley Dr. Suite 270 Diamond Bar, CA 91765		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
<input type="checkbox"/> Prime	<input checked="" type="checkbox"/> Subawardee Tier _____, if known			Not Applicable	
Congressional District, if known				Congressional District, if known	
6. Federal Department/Agency: Not Applicable				7. Federal Program Name/Description: CFDA Number, if applicable <u>Not Applicable</u>	
8. Federal Action Number, if known: Not Applicable				9. Award Amount, if known: Not Applicable	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) Not Applicable				11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) Not Applicable	
(attach Continuation Sheet(s) if necessary)					
12. Amount of Payment (check all that apply)		14. Type of Payment (check all that apply)			
\$ <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> actual <input type="checkbox"/> planned		<input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify <u>Not Applicable</u>			
13. Form of Payment (check all that apply):					
<input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature <u>Not Applicable</u> Value _____					
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)					
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.				Signature: 	
				Print Name: <u>William Sun</u>	
				Title: <u>Principal-in-Charge</u>	
				Telephone No.: <u>(909) 396-6850</u> Date: <u>10/12/2017</u>	
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Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

Bidder's List of Subcontractors (DBE and NON-DBE)

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.**

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: Diaz Yourman & Associates City, State: Santa Ana, CA	Geotechnical investigation	[REDACTED]	6.4%	N/A 1000009311	Y	20160	<input type="checkbox"/> <\$1 million <input checked="" type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: 24 yrs.
Name: LIN Consulting City, State: Diamond Bar, CA	Traffic engineering	[REDACTED]	5.6%	N/A 1000042783	Y	28897	<input type="checkbox"/> <\$1 million <input checked="" type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: 20 yrs.
Name: Epic Land Solutions City, State: Riverside, CA	Right of way	[REDACTED]	20%	Karen Starr, General B Contractor, California, License #682631 N/A	N	N/A	<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input checked="" type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: 17 yrs.
Name:	The unredacted version of this form containing cost information is provided in the separate "Cost Proposal" upload via PlanetBids						
City, State:							
Name:							
City, State:							
Name:							
City, State:							
Name:							
City, State:							

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Bidder's List of Subcontractors (DBE and Non-DBE)

**Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE)
Part 2**

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provide a quote or bid but were not selected to participate as a subcontractor on this project. Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs.
Name: City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs.
Name: City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs.
Name: City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs.
Name: City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs.
Name: City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

NOT APPLICABLE - PSOMAS MET THE REQUIRED DBE PARTICIPATION PERCENTAGE

Federal-aid Project No. _____ Bid Opening Date _____

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

NOT APPLICABLE - PSOMAS MET THE REQUIRED DBE PARTICIPATION PERCENTAGE

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

NOT APPLICABLE - PSOMAS MET THE REQUIRED DBE PARTICIPATION PERCENTAGE

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
_____	_____	_____
_____	_____	_____

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN



1500 Iowa Avenue
Suite 210
Riverside, CA 92507
951.787.8421 Phone
951.682.3379 Fax
www.Psomas.com

EXHIBIT C**CITY - SERVICES TO BE PROVIDED
TO CONSULTANT**

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

EXHIBIT D

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$254,773.
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <http://www.moval.org/biz-lic>.
3. The Consultant will electronically submit an invoice to the City along with documentation evidencing services completed to date as specified in the Request for Proposal. Progress payments will be made in accordance with the payment schedule outlined in the Request for Proposal, but in no case will progress payments be made to the Consultant more frequently than once per month. 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 TechInfo-CapProj@moval.org. Accounts Payable questions can be directed to (951) 413-3130.
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 forty-five (45) days of receipt of the invoice for same.

EXHIBIT E

INSURANCE REQUIREMENTS

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the California Labor Code and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant’s profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer’s Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence
\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

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

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

Exhibit F

CITY OF MORENO VALLEY SUPPLEMENTARY GENERAL CONDITIONS

The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

- (1) CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
- (2) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- (3) CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
- (4) CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- (5) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (6) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (7) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- (8) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- (9) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.

- (10) CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- (12) CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- (13) CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

City of Moreno Valley

Psomas

BY: _____

BY: _____

TITLE: _____
City Manager

TITLE: _____
(Select only one please)
(President or Vice President)

Date

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

Attachment: Agreement [Revision 2] (2804 : AWARD PROFESSIONAL CONSULTANT SERVICES AGREEMENT TO PSOMAS FOR THE JUAN

EXHIBIT G
CITY OF MORENO VALLEY
CALTRANS CONSULTANT
SUPPLEMENTARY GENERAL CONDITIONS

The following provisions, pursuant to Caltrans Local Assistance Procedures Manual Chapter 10, Exhibit 10R, as it may be amended from time to time, are included in the Agreement. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Psomas

1500 Iowa Avenue, Suite 210

Riverside, CA 92507

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be *Arief Naftali, P.E.*

The name of the "LOCAL AGENCY" is as follows:

Version 1.1 1

**CALTRANS SUPPLEMENTARY
GENERAL CONDITIONS
PROJECT NO. 801 0073**

THE CITY OF MORENO VALLEY

The Contract Administrator for LOCAL AGENCY will be the **Public Works Director/City Engineer or his/her designee.**

- A. This contract shall go into effect on date as stated in original contract, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on date as stated in original contract, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be

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effective until authorized by contract amendment and approved by LOCAL AGENCY.

- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the

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following address: Invoices shall be submitted electronically to techinfo-capproj@moval.org. Questions may be directed to (951) 413-3130.

- E. The total amount payable by LOCAL AGENCY shall not exceed amount as stated in original contract.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the Government shall be liable if this contract is terminated is the value commensurate with the work completed at the time of termination.

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ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the

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contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is

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CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

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- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

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- C. Any equipment purchased as a result of this contract is subject to the following:
- “CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.” 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

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ARTICLE XII STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE XIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

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- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR
FEDERAL FUNDS FOR LOBBYING**

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:

**CALTRANS SUPPLEMENTARY
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PROJECT NO. 801 0073**

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section

**CALTRANS SUPPLEMENTARY
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12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

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ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

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ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

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- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

**ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE)
PARTICIPATION**

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is same as stated in Request for Proposal (RFP). Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry

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out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.

- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an

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extra participant, examine similar transactions, particularly those in which DBEs do not participate.

- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged

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PROJECT NO. 801 0073**

Business Enterprises (DBE), First-Tier Subconsultants” is submitted to the Contract Administrator.

- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY’s Contract Administrator within 30 days.

ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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ARTICLE XXII DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Public Works Director/City Engineer or his/her designee, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL

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AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XXV INSURANCE

Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance which meets the requirements outlined within Section 15 and Exhibit E of the CONSULTANT AGREEMENT.

ARTICLE XXVI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will

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automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.

- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

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**ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION
CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

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ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

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ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the

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violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: as shown in Section A; Page 1 of this document.

LOCAL AGENCY: **THE CITY OF MORENO VALLEY
PUBLIC WORKS DIRECTOR/CITY ENGINEER
14177 FREDERICK STREET
P O BOX 88005
MORENO VALLEY, CA 92552-0805**

ARTICLE XXXIII SUPPLEMENT

The two parties to this SUPPLEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this supplement is made and concluded in duplicate between the two parties. Both of these parties for and in

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consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this supplement as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

As stated in original contract.

SIGNATURE PAGE FOLLOWS

**CALTRANS SUPPLEMENTARY
GENERAL CONDITIONS
PROJECT NO. 801 0073**

City of Moreno Valley

Psomas

BY: _____
City Manager

BY: _____

TITLE: _____
(Select only one please)
(President or Vice President)

Date

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Public Works Director/City Engineer

Date



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, Public Works Director/City Engineer

AGENDA DATE: December 5, 2017

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR THE ALESSANDRO BLVD AT CHAGALL CT. AND GRAHAM ST. PROJECT NO. 801 0057

RECOMMENDED ACTION

Recommendations:

1. Award a construction contract to All American Asphalt, PO Box 2229, Corona, CA 92878, for the Alessandro Blvd. at Chagall Ct. and Graham St.
2. Authorize the City Manager to execute a contract with All American Asphalt.
3. Authorize the issuance of a Purchase Order for All American Asphalt in the amount of \$490,403.65 (\$445,821.50 bid amount plus 10% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director to execute any subsequent related change orders to the contract with All American Asphalt up to, but not exceeding, the total contingency of \$44,582.15 subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of a contract with All American Asphalt for the construction of the Alessandro Blvd. at Chagall Ct. and Graham St. The project is funded by the California Department of Transportation (Caltrans) Highway Safety Improvement Program (HSIP) Cycle 6 grant award and has been approved in the Fiscal Year (FY) 2017/18 and 2018/19 Capital Improvement Plan (CIP).

DISCUSSION

This project consists of street improvements at two intersections on Alessandro Blvd in Moreno Valley at Chagall Court and Graham Street. At Chagall Court the improvements include modification of the existing turn pocket and landscaped median with the addition of curbs and minor paving, as well as related signing and striping. At Graham Street improvements include the removal of the eastbound to southbound free right turn lane and removal of existing traffic signal equipment. Two new traffic signal poles and associated conduit will be installed on the northwest and southeast corners. Associated work includes ADA ramp improvements on the southwest corner, signing and striping. This project will enhance safety for pedestrians and is funded with Caltrans HSIP grant funds. The City Council accepted the grant on April 8, 2014.

The California Department of Transportation (Caltrans) determined on March 30, 2017 that this project is a Categorical Exclusion under the National Environmental Policy Act (NEPA), Section 23 CFR 771.117(c). This project was determined as Class 1 Categorical Exemption as defined in Section 15301(c) of the California Environmental Quality Act (CEQA) and Section 4.6B of the City’s Rules and Procedures for implementation of CEQA.

The bidding documents were completed in October 2017. As identified in the bidding documents, the scope of work was categorized to include a Base Bid only. The access ramp at the southwest corner of Alessandro Blvd. and Graham St. will be constructed to meet current City and Americans with Disabilities Act (ADA) guidelines.

The project was advertised for construction bids in October 2017 and formal bidding procedures were followed in conformance with the Public Contract Code. Bids were received via the electronic bid management system, PlanetBids, on November 9, 2017, and five (5) bids were received as follows:

<u>CONTRACTORS</u>	<u>Base Bid</u>
1. All American Asphalt, Corona	\$445,821.50
2. EBS General Engineering, Inc., Corona	\$482,140.00
3. Beador Construction Company, Inc., Corona	\$509,700.00
4. Hillcrest Contracting Inc., Corona	\$537,283.00
5. Aramexx Group Inc., Claremont	\$626,014.00

The lowest responsible bidder was determined by comparing the cumulative total for all base bid items as stipulated in the Bidding Documents. Staff has reviewed the bid by All American Asphalt 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 All American Asphalt in their bid.

The contingency of 10% of the bid amount (\$44,582.15) is recommended to account for any latent or unforeseen circumstances encountered during construction, and allow flexibility to respond to resident requests during construction.

Approval of the recommended actions would support Objective 4 of the *Momentum MoVal* Strategic Plan: “Manage and maximize Moreno Valley’s public Infrastructure to

ensure an excellent quality of life, develop and implement innovative, cost effective infrastructure maintenance programs, public facilities management strategies, and capital improvement programming and project delivery.”

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the timely improvements of the Alessandro Blvd. at Chagall Ct. and Graham St. intersections.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the timely construction of the Alessandro Blvd. at Chagall Ct. and Graham St. and may result in a loss of future grant funding.*

FISCAL IMPACT

The Alessandro Blvd. at Chagall Ct. and Graham St. are funded by HSIP funds (Fund 2301) for construction phase and was included in the FY 2017/18 and -2018/19 CIP. There is no impact to the General Fund.

AVAILABLE FUNDS IN FISCAL YEAR 2017-2018:

Alessandro Blvd. at Chagall Ct. and Graham St. HSIP Cycle 6 Funds
 (Account No. 2301-70-77-80001, Project No. 801 0057) \$576,000

ESTIMATED PROJECT CONSTRUCTION RELATED COSTS:

Construction	\$490,500
Construction Survey Services	\$27,000
Construction Geotechnical Services.....	\$27,000
Project Administration and Inspection*	<u>\$31,500</u>
Total	\$576,000

*Project management and inspection will be provided by City staff.

ANTICIPATED PROJECT SCHEDULE:

Start Construction.....	February 2018
Complete Construction.....	September 2018

NOTIFICATION

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

PREPARATION OF STAFF REPORT

Prepared By:
 Henry Ngo, P.E.
 Capital Projects Division Manager

Department Head Approval:
 Rick C. Hartmann
 Acting Public Works Director

CITY COUNCIL GOALS

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

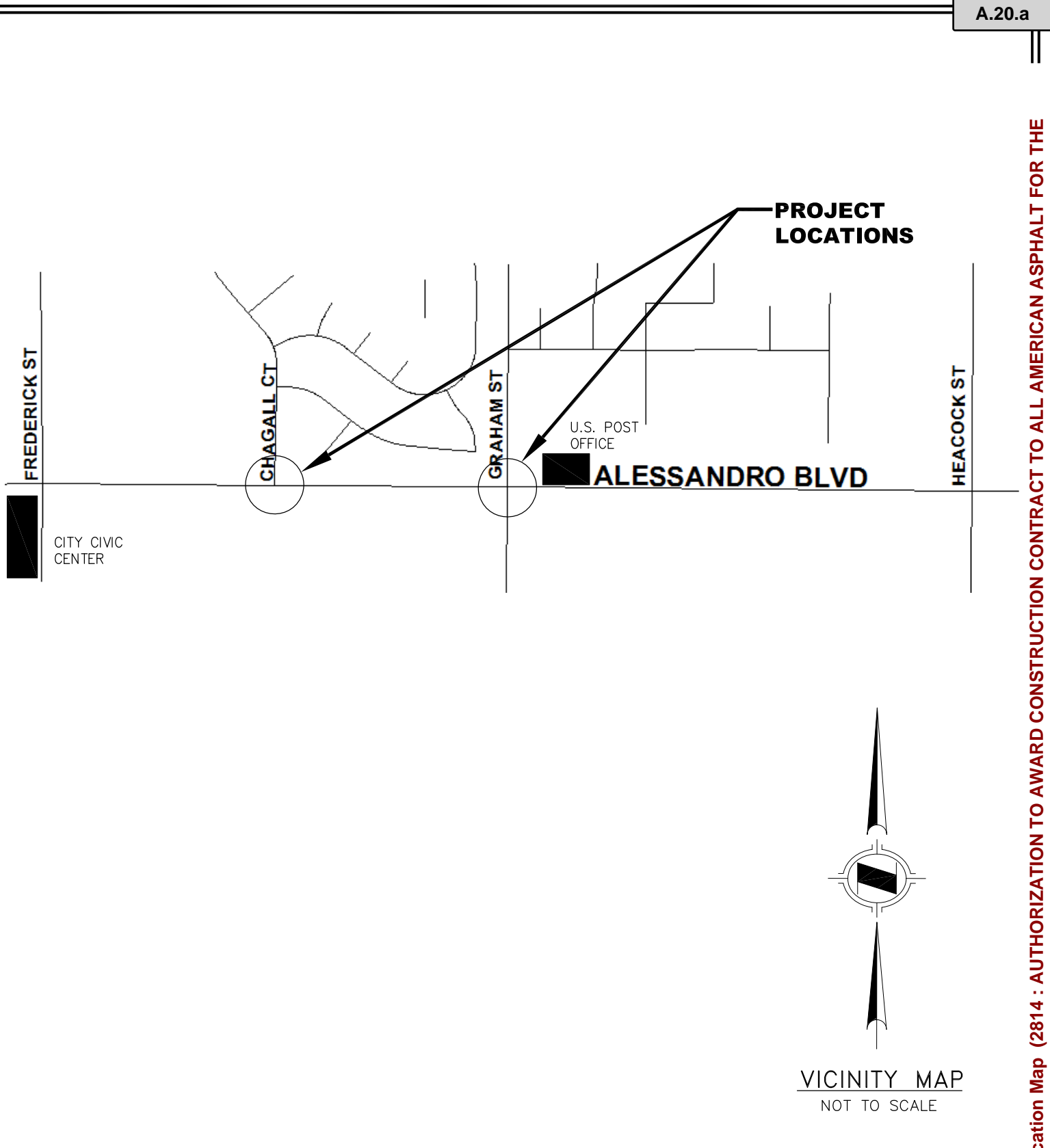
- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. Location Map
- 2. Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/15/17 11:51 AM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 11:17 AM
City Manager Approval	<u>✓ Approved</u>	11/22/17 11:58 AM



VICINITY MAP
NOT TO SCALE



LOCATION MAP

LOCATION MAP
Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT 1

HSIP CYLCE 6 GRANT
PROJECT NO. 801 0057 70 77

Attachment: Location Map (2814 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR THE

Agreement No. _____

AGREEMENT**PROJECT NO. 801 0057
FEDERAL PROJECT NO. HSIPL-5441(062)****ALESSANDRO BOULEVARD STREET IMPROVEMENT
At Chagall Court and Graham Street**

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

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

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

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

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

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

Geotechnical Logs and Test Results

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

4. PAYMENT.

4.1. **Contract Price and Basis for Payment.** In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth in the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items, awarded by the City is _____ Dollars (\$_____) ("Contract Price"). 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. 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 _____ **(XX) Working Days**. 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 _____ **(YY) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Critical preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- 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
- Completion of all pre-construction activities under Environmental Mitigations

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.

B. 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 **\$500.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

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

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract

Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

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

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

7. INSURANCE.

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

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

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

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

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno

Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

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

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

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

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

- (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or
- (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

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

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

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

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

7.10. **Business Automobile Liability.** Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per

accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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

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

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

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

The Contractor shall furnish a satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California on the form provided by the City in an amount that shall remain equal to one hundred percent (100%) of the Contract Price to secure payment of all claims, demands, stop notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, 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 10. 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 10.

10.7. No Limitation or Waiver of Rights. Contractor's obligations under this Paragraph 10 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 10 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 10 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 10 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 (2814 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR THE

CITY OF MORENO VALLEY, Municipal Corporation

(Name of Contractor)

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
_____	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 (2814 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT 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.

- 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).
- 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 (2814 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR THE

CONTRACTOR'S BONDS

Attachment: Agreement (2814 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR THE

CITY OF MORENO VALLEY
Project No. 801 0057

BOND NO. _____

PREMIUM \$ _____

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

**PROJECT NO. 801 0057
FEDERAL PROJECT NO. HSIPL-5441(062)**

**ALESSANDRO BOULEVARD STREET IMPROVEMENT
At Chagall Court and Graham Street**

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 Manager, and identified as **Project No. 801 0057**, 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.

Attachment: Agreement (2814 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR THE

CITY OF MORENO VALLEY
Project No. 801 0057

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 (2814 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT 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 (2814 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT 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.

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).
- 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.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

Attachment: Agreement (2814 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR THE

CITY OF MORENO VALLEY
Project No. 801 0057

BOND NO. _____

PREMIUM \$ _____

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

**PROJECT NO. 801 0057
FEDERAL PROJECT NO. HSIPL-5441(062)**

**ALESSANDRO BOULEVARD STREET IMPROVEMENT
At Chagall Court and Graham Street**

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 Manager, and identified as **Project No. 801 0057**, 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)

Attachment: Agreement (2814 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT 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 (2814 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT 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 property 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.

- 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).
- 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

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 (2814 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR THE

**EXHIBIT F
CITY OF MORENO VALLEY
SUPPLEMENTARY GENERAL CONDITIONS**

The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

- (1) CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
- (2) CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
- (3) CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
- (4) CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
- (5) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (6) CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- (7) CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.
- (8) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.
- (9) Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a

copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.

- (10) CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.
- (12) CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)
- (13) CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

City of Moreno Valley

BY: _____
City Manager

DATE: _____

<u>INTERNAL USE ONLY</u>
Approve as to Legal Form:
_____ City Attorney
_____ Date
Recommended for Approval:
_____ Public Works Director
_____ Date

Contractor/Consultant Name

BY: _____

TITLE: _____
(Select only one please)
(President or Vice President)

Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

Attachment: Agreement (2814 : AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT TO ALL AMERICAN ASPHALT FOR THE

CITY OF MORENO VALLEY
CALTRANS CONTRACTOR
SUPPLEMENTARY GENERAL CONDITIONS

The following provisions, pursuant to Caltrans Local Assistance Procedures Manual Chapter 12, Exhibit 12-G, as it may be amended from time to time, are included in the Agreement. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

A. This contract is between the following named, hereinafter referred to as, CONTRACTOR and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONTRACTOR" is as follows:

NAME

ADDRESS

CITY, STATE, ZIP

Incorporated in the State of (NAME OF STATE)

The Project Manager for the "CONTRACTOR" will be (NAME)

The name of the "LOCAL AGENCY" is as follows:

THE CITY OF MORENO VALLEY

The Contract Administrator for LOCAL AGENCY will be the **Public Works Director/City Engineer** or his/her designee.

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the

Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

c. Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency

of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the

Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless it is performed or supplied by the listed DBE or an authorized substitute.

2. *BID OPENING*

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

3. *BID RIGGING*

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. *CONTRACT AWARD*

If the Agency awards the contract, the award is made to the lowest responsible bidder.

5. *CONTRACTOR LICENSE*

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. *CHANGED CONDITIONS*

6.1. *Differing Site Conditions*

- 6.1.1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected

work is performed.

- 6.1.2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- 6.1.3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- 6.1.4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

6.2. *Suspensions of Work Ordered by the Engineer*

- 6.2.1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- 6.2.2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
- 6.2.3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- 6.2.4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

6.3. *Significant Changes in the Character of Work*

- 6.3.1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

- 6.3.2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
- 6.3.3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- 6.3.4. The term "significant change" shall be construed to apply only to the following circumstances:
- 6.3.5. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- 6.3.6. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within calendar days as stated in original contract after the contract has been approved by the attorney appointed and authorized to represent the LOCAL AGENCY.

This work shall be diligently prosecuted to completion before the expiration of WORKING DAYS as stated in original contract beginning on the fifteenth calendar day after approval of the contract.

\$500.00

The Contractor shall pay to the LOCAL AGENCY the sum as stated in original contract per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

- 1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
- 2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS
(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR
APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL
ACCESS ROAD CONTRACTS**



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, Public Works Director/City Engineer

AGENDA DATE: December 5, 2017

TITLE: AWARD TO CHASTANG FORD, COWBOY CHRYSLER/DODGE/JEEP/RAM, FREEDOM DODGE/CHRYSLER/JEEP, SAM PACK'S FIVE STAR FORD, AND SILSBEE FORD, FOR THE PURCHASE OF FIFTY-ONE VEHICLES, AND AWARD TO SOUTHWEST TRAFFIC SYSTEMS, INCORPORATED, FOR THE PURCHASE OF VARIOUS VEHICLE LIGHTING PACKAGES

RECOMMENDED ACTION

Recommendations:

1. Award to Chastang Ford, Houston, TX, for the purchase of eight (8) vehicles as follows: one (1) 2018 Ford F-750 Chassis with dump bed body; (4) 2018 Ford Transit full-size vans; and (3) 2018 Ford Transit Connect mini-vans.
2. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Chastang Ford in the amount of \$345,096.00.
3. Award to Cowboy Chrysler, Dodge, Jeep and Ram, Silsbee, TX, for the purchase of thirty-six (36) vehicles as follows: fourteen (14) 2018 Ram 1500 Standard Cab trucks; six (6) 2018 Ram 1500 Quad Cab trucks; four (4) 2018 Ram 1500 Crew Cab truck; two (2) 2018 Ram 3500 Standard Cab trucks; five (5) 2018 Ram 3500 Crew Cab trucks; four (4) 2018 Ram 3500 Standard Cab Chassis trucks with service bodies; and one (1) 2018 Ram 3500 Crew Cab Chassis truck with service body .
4. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Cowboy Chrysler, Dodge, Jeep and Ram in the amount of \$1,034,140.66.

5. Award to Freedom Dodge, Chrysler, and Jeep LLC (formally Love Field CDJR), for the purchase of four (4) vehicles as follows: three (3) 2018 Ram 5500 Standard Cab Chassis with service body; and one (1) 2018 Ram 5500 Crew Cab Chassis with service body.
6. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Freedom Chrysler, Dodge, Jeep and Ram, LLC in the amount of \$350,575.00.
7. Award to Sam Pack's Five Star Ford for the purchase of two (2) 2018 Ford Taurus.
8. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Sam Pack's Five Star Ford in the amount of \$58,815.00.
9. Award to Silsbee Ford, Silsbee, TX, for the purchase of one (1) 2018 Ford Fusion.
10. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Silsbee Ford in the amount of \$30,440.70.
11. Award to Southwest Traffic Systems, Inc., Phoenix, AZ, the purchase of forty-seven (47) vehicle lighting packages.
12. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Southwest Traffic Systems, Inc. in the amount of \$142,118.86.

SUMMARY

City staff recommends utilizing the cooperative purchase agreement with Houston Galveston Area Council Buy program (HAGCBuy) and purchase standardized vehicle lighting systems from a single-source vendor (Southwest Traffic Systems) for the FY 2017/18 Phase 3 Vehicle Replacement Program vehicle purchases. Both of these standardized purchasing practices for vehicle purchase were approved by the City Council on May 16, 2017.

The use of cooperative purchase agreements between HGACBuy and their vendors provides the City an advantageous purchasing strategy. The contracts have been competitively bid, and HGAC receives greater discounts from the vendors due to a higher purchase volume than the City would receive if issuing its own bid.

This purchase is funded through Capital Equipment Replacement funds appropriated within the General Fund and was approved in the FY 2017/18 – 2018/19 Operating Budget by the City Council on May 2, 2017.

DISCUSSION

This vehicle purchase will represent Phase 3 of a 4-Phase Vehicle Replacement Program first initiated in FY 2015/16, and targeted to occur over a four-year span. The goal of the Vehicle Replacement Program is to insure vehicle reliability and cost-effective City programs support by complying with a best management practice of maintaining a fleet of vehicles and equipment that do not exceed ten (10) years of age and 100,000 miles.

Replacement needs and priority are based on a combination of age, maintenance history, mileage, and critical program support. Forty-eight (48) of the 51 units recommended for purchase will replace existing service and maintenance related vehicles, ranging in age from 10 to 26 years. These vehicles have exceeded their normal life cycles and most have exceeded 100,000 miles. Replacing these vehicles is imperative to maintain service levels across 19 city-wide business unit programs. In addition to assessing vehicle replacement priorities, staff has determined a need for three (3) additional vehicles. These vehicles will allow for program support for the Moreno Valley Electric Utility, Weekday Weed and Litter Abatement Program Expansion, and Street Maintenance/Emergency Response.

Associated lighting packages are needed for 47 of the proposed vehicles to improve the safety of both the public and City staff through improved visibility and traffic control.

The HGACBuy Cooperative Purchasing Agreement – Contracts VE11-15 (Awarded November 1, 2015 and expires October 31, 2018), HT06-16 (Awarded June 1, 2016 and expires May 31, 2018), and AM10-16 (Awarded October 1, 2016 and expires September 30, 2018) were competitively solicited and awarded.

The fifty-one (51) proposed vehicle purchases will utilize five HGACBuy vendors. Each vendor within the HGACBuy program is authorized to sell specific makes and models. The five (5) vendors (Chastang Ford, Cowboy CDJR, Freedom DCJR, Sam Pack's Five Star Ford, and Silsbee Ford) will provide the fifty-one (51) vehicles as listed in the chart below and further detailed in Exhibit A.

Division/Vehicle Type Purchase	Qty	Model Year of Vehicle to be Replaced	Division/Vehicle Type Purchase	Qty	Model Year of Vehicle to be Replaced
Animal Services Trucks	1	1999	Parks Maintenance Trucks	2	2002
	1	2006		2	2004
Building & Safety Truck	1	2008		2	2006
				1	2007
Business License Liaison Sedan	1	2002		Police Trucks/Vans	1
Capital Projects Trucks	1	2004	1		2006
	1	2006	1		2007
Code Compliance Trucks	1	2004	1		2008
	1	2006	1		2008
	1	2008	Purchasing Van	1	2008
Electric Utility/Sedan	1	N/A	Recycling Program Sedan	1	2004
Facilities Maintenance Trucks/Van	2	2004	Street Maintenance Trucks/Van	1	2004
	2	2006		1	2006
	1	2008		1	2007
		2		N/A	
Fire Prevention Truck	2	2006	Telecommunications Trucks	1	1992
	3	2007		1	2001
Land Development Truck	2	2006		1	2005
Media Truck	1	2003	Transportation Engineering Truck/Van	1	2005
Office of Emergency Management Trucks	1	2004		1	2008
			1	1998	
			Transportation Maintenance Trucks	1	1999

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. **(Staff recommends this action as it is consistent with the best practice of replacing vehicles that exceed their useful life to support a cost-effective fleet replacement/maintenance program and provide reliable vehicles and equipment for City programs.)**
2. Reject any or all of the the recommended actions as presented in this staff report. **(Staff does not recommend this action as this may result in excessive maintenance costs to maintain existing vehicles and equipment, which have exceeded their normal lifecycle, and may result in related potential downtime of a City program supported by the vehicle or equipment.)**

FISCAL IMPACT

This purchase is funded through Capital Equipment Replacement funds appropriated within the General Fund and approved in the FY 2017/18 – 2018/19 Operating Budget by the City Council on May 2, 2017. City Council approved an appropriation of \$2,547,650 on May 2, 2017 for fleet replacement in FY 2017/18 from account 1010-70-78-45370-660322. No additional appropriation is required.

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared By:
Robert Lemon
Maintenance & Operations Division Manager

Department Head Approval:
Michael L. Wolfe
Public Works Director/City Engineer

Concurred By:
Rix Skonberg
Purchasing & Facilities 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.

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

1. Exhibit A - Vehicle Cost Details
2. Exhibit B - Chastang Ford - Ford F-750 Dump Truck
3. Exhibit C - HGACBuy - Chastang Ford - Contract HT06-14
4. Exhibit D - Chastang Ford - Ford Transit Cargo Van
5. Exhibit E - Chastang Ford - Ford Transit SWAT Van
6. Exhibit F - Chastang Ford - Ford Transit Passenger Van
7. Exhibit G - Chastang Ford - Ford Transit Connect Van - Long Wheel Base
8. Exhibit H - Chastang Ford - Ford Transit Connect Van
9. Exhibit I - HGACBuy - Chastang Ford - Contract AM10-16
10. Exhibit J - Cowboy CDJR - Ram 1500 Std Cab 4x2
11. Exhibit K - Cowboy CDJR - Ram 1500 Std Cab 4x4
12. Exhibit L - Cowboy CDJR - Ram 1500 Std Cab 4x4 Long Bed
13. Exhibit M - Cowboy CDJR - Ram 1500 Quad Cab 4x2
14. Exhibit N - Cowboy CDJR - Ram 1500 Quad Cab 4x4 Cargo Management System
15. Exhibit O - Cowboy CDJR - Ram 1500 Quad Cab 4x4
16. Exhibit P - Cowboy CDJR - Ram 1500 Crew Cab 4x2
17. Exhibit Q - Cowboy CDJR - Ram 1500 Crew Cab 4x4
18. Exhibit R - Cowboy CDJR - Ram 3500 Std Cab 4x2 Long Bed
19. Exhibit S - Cowboy CDJR - Ram 3500 Crew Cab 4x2 Cargo Management System
20. Exhibit T - Cowboy CDJR - Ram 3500 Crew Cab 4x4
21. Exhibit U - Cowboy CDJR - Ram 3500 Crew Cab 4x4 Long Bed
22. Exhibit V - Cowboy CDJR - Ram 3500 Crew Cab Chassis 4x2 with Utility Bed
23. Exhibit W - Cowboy CDJR - Ram 3500 Std Cab Chassis 4x2 Dual Rear Wheel with Utility Bed
24. Exhibit X - Cowboy CDJR - Ram 3500 Std Cab Chassis 4x2 with Utility Bed
25. Exhibit Y - HGACBuy - Cowboy CDJR - Contract VE11-15
26. Exhibit Z - Freedom DCJR - Ram 5500 Std Cab Chassis 4x4 Bucket Truck
27. Exhibit AA - Freedom DCJR - Ram 5500 Std Cab Chassis 4x2 Stencil Truck

- 28. Exhibit BB - Freedom DCJR - Ram 5500 Std Cab 4x2 Dump Bed Body
- 29. Exhibit CC - Freedom DCJR - Ram 5500 Crew Cab Chassis 4x2 Utility Bed Dump
- 30. Exhibit DD - HGACBuy - Freedom DCJR (formally Love Field CDJR) - Contract HT06-16
- 31. Exhibit EE - Sam Pack's Five Star Ford - Ford Taurus SE
- 32. Exhibit FF - HGACBuy - Sam Pack's Five Star Ford - Contract VE11-15
- 33. Exhibit GG - Silsbee Ford - Ford Fusion Hybrid
- 34. Exhibit HH - HGACBuy - Silsbee Ford - Contract VE11-15
- 35. Exhibit II - Southwest Traffic Systems - Light Bar 970L & 940L
- 36. Exhibit JJ - Southwest Traffic Systems - RECT-16LS-AW & BCN-CR1B-A

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/15/17 12:03 PM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 11:36 AM
City Manager Approval	<u>✓ Approved</u>	11/22/17 12:07 PM

EXHIBIT A

<u>Vendor</u>	<u>Vehicle Type/Product</u>	<u>Program</u>	<u>Department</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Chastang Ford	Ford F-750 (Dump Truck)	Parks Maintenance	Parks & Comm Services	1	\$70,897.00	\$70,897.00
				<u>1</u>		<u>\$70,897.00</u>
Chastang Ford	Ford Transit Cargo Van	Facilities Maintenance	Financial & Mgmt Services	1	\$50,713.00	\$50,713.00
				<u>1</u>		<u>\$50,713.00</u>
Chastang Ford	Ford Transit Cargo Van (SWAT Van)	Special Enforcement	Police	1	\$70,228.00	\$70,228.00
				<u>1</u>		<u>\$70,228.00</u>
Chastang Ford	Ford Transit Passenger Van	Weed & Litter Abatement	Public Works	1	\$34,153.00	\$34,153.00
Chastang Ford	Ford Transit Passenger Van	Traffic-Community Services	Police	1	\$34,153.00	\$34,153.00
				<u>2</u>		<u>\$68,306.00</u>
Chastang Ford	Ford Transit Connect Cargo Van	Transportation	Public Works	1	\$27,988.00	\$27,988.00
				<u>1</u>		<u>\$27,988.00</u>
Chastang Ford	Ford Transit Connect Cargo Van	Purchasing	Financial & Mgmt Services	1	\$28,482.00	\$28,482.00
Chastang Ford	Ford Transit Connect Cargo Van	Special Enforcement	Police	1	\$28,482.00	\$28,482.00
				<u>2</u>		<u>\$56,964.00</u>
				<u>8</u>		<u>\$345,096.00</u>
						<u>Chastang Ford Sub-total:</u>
Cowboy CDJR	Ram 1500 Std Cab	Building & Safety	Comm Development	1	\$21,964.68	\$21,964.68
Cowboy CDJR	Ram 1500 Std Cab	Animal Services	Comm Development	1	\$21,964.68	\$21,964.68
Cowboy CDJR	Ram 1500 Std Cab	Technology Services	City Manager	1	\$21,964.68	\$21,964.68
Cowboy CDJR	Ram 1500 Std Cab	Parks Maintenance	Parks & Comm Services	1	\$21,964.68	\$21,964.68
Cowboy CDJR	Ram 1500 Std Cab	Street Maintenance	Public Works	1	\$21,964.68	\$21,964.68
Cowboy CDJR	Ram 1500 Std Cab	Code & Neighborhood Services	Comm Development	3	\$21,964.68	\$65,894.04
				<u>8</u>		<u>\$175,717.44</u>
Cowboy CDJR	Ram 1500 Std Cab 4x4	Technology Services	City Manager	1	\$24,900.50	\$24,900.50
Cowboy CDJR	Ram 1500 Std Cab 4x4	Fire Prevention	Fire	4	\$24,900.50	\$99,602.00
				<u>5</u>		<u>\$124,502.50</u>
Cowboy CDJR	Ram 1500 Std Cab 4x4 Long Bed	Animal Services	Comm Development	1	\$24,900.50	\$24,900.50
				<u>1</u>		<u>\$24,900.50</u>
Cowboy CDJR	Ram 1500 Quad Cab w/ Cargo Mgmt System	Parks Maintenance	Parks & Comm Services	2	\$26,290.48	\$52,580.96
				<u>2</u>		<u>\$52,580.96</u>
Cowboy CDJR	Ram 1500 Quad Cab 4x4 w/ Cargo Mgmt System	Capital Projects	Public Works	2	\$29,591.28	\$59,182.56
				<u>2</u>		<u>\$59,182.56</u>
Cowboy CDJR	Ram 1500 Quad Cab 4x4	Land Development	Public Works	1	\$28,436.15	\$28,436.15
				<u>1</u>		<u>\$28,436.15</u>
Cowboy CDJR	Ram 1500 Crew Cab	Traffic-Community Services	Police	1	\$27,448.00	\$27,448.00
Cowboy CDJR	Ram 1500 Crew Cab	Land Development	Public Works	1	\$27,448.00	\$27,448.00
				<u>2</u>		<u>\$54,896.00</u>

Attachment: Exhibit A - Vehicle Cost Details (2823 : AWARD TO CHASTANG FORD, COWBOY

EXHIBIT A

<u>Vendor</u>	<u>Vehicle Type/Product</u>	<u>Program</u>	<u>Department</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Cowboy CDJR	Ram 1500 Crew Cab 4x4	Media & Communications	City Manager	1	\$31,194.65	\$31,194.65
Cowboy CDJR	Ram 1500 Crew Cab 4x4	Fire Prevention	Fire	1	\$31,194.65	\$31,194.65
Cowboy CDJR	Ram 1500 Crew Cab 4x4	Transportation Engineering	Public Works	1	\$31,194.65	\$31,194.65
				<u>3</u>		<u>\$93,583.95</u>
Cowboy CDJR	Ram 3500 Std Cab Long Bed	Parks Maintenance	Parks & Comm Services	1	\$29,062.00	\$29,062.00
Cowboy CDJR	Ram 3500 Std Cab Long Bed	Street Maintenance	Public Works	1	\$29,062.00	\$29,062.00
				<u>2</u>		<u>\$58,124.00</u>
Cowboy CDJR	Ram 3500 Crew w/ Cargo Mgmt System	Facilities Maintenance	Financial Mgmt Services	1	\$32,283.20	\$32,283.20
				<u>1</u>		<u>\$32,283.20</u>
Cowboy CDJR	Ram 3500 Crew Cab 4x4	Emergency Management	Fire	2	\$34,365.30	\$68,730.60
Cowboy CDJR	Ram 3500 Crew Cab 4x4	Traffic-Community Services	Police	1	\$34,365.30	\$34,365.30
				<u>3</u>		<u>\$103,095.90</u>
Cowboy CDJR	Ram 3500 Crew Cab 4x4 Long Bed	Street Maintenance	Public Works	1	\$35,249.75	\$35,249.75
				<u>1</u>		<u>\$35,249.75</u>
Cowboy CDJR	Ram 3500 Crew Cab w/ Scelzi	Parks Maintenance	Parks & Comm Services	1	\$39,423.75	\$39,423.75
				<u>1</u>		<u>\$39,423.75</u>
Cowboy CDJR	Ram 3500 Chassis DRW w/ Scelzi Body	Transportation Maintenance	Public Works	1	\$38,150.50	\$38,150.50
				<u>1</u>		<u>\$38,150.50</u>
Cowboy CDJR	Ram 3500 Chassis w/ Scelzi Body	Facilities Maintenance	Financial Mgmt Services	3	\$38,004.50	\$114,013.50
				<u>3</u>		<u>\$114,013.50</u>
				<u>Cowboy CDJR Sub-total:</u>		<u>\$1,034,140.66</u>
				<u>36</u>		
Freedom DCJR	Ram 5500 Std Cab Chassis 4x4 (Bucket Truck)	Technology Services	City Manager	1	\$128,866.00	\$128,866.00
				<u>1</u>		<u>\$128,866.00</u>
Freedom DCJR	Ram 5500 Std Cab Chassis (Stencil Truck)	Transportation	Public Works	1	\$102,378.00	\$102,378.00
				<u>1</u>		<u>\$102,378.00</u>
Freedom DCJR	Ram 5500 Std Cab Chassis (Service Body)	Parks Maintenance	Parks & Comm Services	1	\$52,355.00	\$52,355.00
				<u>1</u>		<u>\$52,355.00</u>
Freedom DCJR	Ram 5500 Crew Cab Chassis (Dumping Utility Bed)	Maintenance & Operations	Public Works	1	\$66,976.00	\$66,976.00
				<u>1</u>		<u>\$66,976.00</u>
				<u>Freedom DCJR (formally Love Field CDJR) Sub-total:</u>		<u>\$350,575.00</u>
				<u>4</u>		

Attachment: Exhibit A - Vehicle Cost Details (2823 : AWARD TO CHASTANG FORD, COWBOY

EXHIBIT A

<u>Vendor</u>	<u>Vehicle Type/Product</u>	<u>Program</u>	<u>Department</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Sam Pack's Five Star Ford	Ford Taurus	Treasury Operations	Financial & Mgmt Services	1	\$29,407.50	\$29,407.50
Sam Pack's Five Star Ford	Ford Taurus	Solid Waste/Recycling	Public Works	1	\$29,407.50	\$29,407.50
				<u>2</u>		<u>\$58,815.00</u>
		<u>Sam Pack's Five Star Ford Sub-total:</u>		<u>2</u>		<u>\$58,815.00</u>
Silsbee Ford	Ford Fusion Hybrid	Electric Utility	Financial & Mgmt Services	1	\$30,440.70	\$30,440.70
				<u>1</u>		<u>\$30,440.70</u>
		<u>Silsbee Ford Sub-total:</u>		<u>1</u>		<u>\$30,440.70</u>
		<u>Vehicle Sub-total:</u>		<u>51</u>		<u>\$1,819,067.36</u>
Southwest Traffic Systems	Light Bar 975L & 940L	N/A	N/A	46		\$140,896.05
Southwest Traffic Systems	RECT-16LS-A/W & BCN-CR1B-A	N/A	N/A	1		\$1,222.81
				<u>47</u>		<u>\$142,118.86</u>
		<u>Vehicle Lighting Systems Sub-total:</u>		<u>47</u>		<u>\$142,118.86</u>
<u>Vehicle Sub-total:</u>						\$1,819,067.36
<u>Vehicle Lighting Systems Sub-total:</u>						\$142,118.86
<u>Vehicle & Vehicle Lighting Systems Sub-total:</u>						\$1,961,186.22

Attachment: Exhibit A - Vehicle Cost Details (2823 : AWARD TO CHASTANG FORD, COWBOY



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

HT06-16

Date Prepared:

10/26/201

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	CITY OF MORENO VALLEY CA	Contractor:	CHASTANG FORD
Contact Person:	BOB LINTON	Prepared By:	ED MILLER
Phone:		Phone:	713-678-5007
Fax:		Fax:	713-678-5001
Email:		Email:	emiller@chastangford.com

Product Code:	C8	Description:	2018 FORD F750
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 44.1

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
158WB - 158WB	120	U451 - 5 YARD DUMP	131
536 - FRAME 14.14SM/120,000 PSI	475	W02 - BANG BOARDS	4
76B - TOW HOOKS	70	W02 - BANG BOARDS	4
60A - SYNTHETIC LUBE - FRONT AXLE	45	W08 - MANUAL TARP	17
607 - SYNTHETIC LUBE - REAR AXLE	80	W10 - PINTLE HITCH AND PLUG	17
59C - BODY BUILDER WIRING	125	FP1 FLOOR PLAN INTEREST 90X15	13
55M - JUMP START STUD	25	643 - 22.5X8.25 FRONT WHEELS	
17M - BACKUP ALARM	105	663 - 22.5 X 8.25 REAR WHEELS	
65L - 20 GAL FUEL TANK	195	DITCH GATE AND SPREADER APRON	INC
10- 10 GALLON MANDATORY FILL	30		
18D- 25999 GVWR	120	Subtotal From Additional Sheet(s):	
41A - PTO PROVISION	895	Subtotal B:	214

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
LIGHTING PKG PER SPECS	3375	BRAKE CONTROLLER / 7 PIN	3
59F - UPFITTER SWITCHES	125	Subtotal From Additional Sheet(s):	
15S - FRONT STABILIZER BAR	490	Subtotal C:	43

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 7

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	69897	=	Subtotal D:	698
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 10

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
		Subtotal F:	

Delivery Date: **G. Total Purchase Price (D+E+F):** 708

Attachment: Exhibit B - Chastang Ford - Ford F-750 Dump Truck (2823 : AWARD TO CHASTANG FORD, COWBOY

Exhibit C**Medium and Heavy Trucks & Truck Bodies****Page 1 of 4**

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND

CHASTANG ENTERPRISES INC. DBA CHASTANG FORD DBA CHASTANG'S BAYOU CITY AUTOCAR
Houston, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Chastang Enterprises Inc. dba Chastang Ford dba Chastang's Bayou City Autocar**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 6200 North Loop East, Houston, Texas 77026.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Medium and Heavy Trucks & Truck Bodies** Contract to become effective as of June 1, 2016, and to continue through May 31, 2018 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Medium and Heavy Trucks & Truck Bodies** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Medium and Heavy Trucks & Truck Bodies** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **HT06-16**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **HT06-16**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:

PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

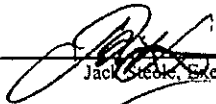
ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will, for the duration of this Contract, maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

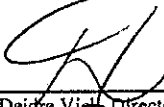
IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



Jack Steok, Executive Director

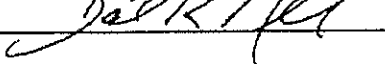
Attest for Houston-Galveston
Area Council, Houston, Texas:



Deidre Vick, Director of Public Services

Date: May 24, 2016


Signed for Chastang Enterprises Inc. dba Chastang Ford dba Chastang's Bayou City Autocar

Houston, Texas: 

Printed Name & Title: DANIEL R. MILLER, VP-SALES

Date: 5/18/2016

Attest for Chastang Enterprises Inc. dba Chastang Ford dba Chastang's Bayou City Autocar

Houston, Texas: 

Printed Name & Title: Dina Jenkins, Inventory Manager

Date: 5/18 2016

Attachment A
Chastang Enterprises Inc. dba Chastang Ford dba Chastang's Bayou City Autocar
Medium and Heavy Trucks & Truck Bodies
Contract No.: HT06-16

MFGR	HGAC PRODUCT CODE	MODEL	BASE PRICE
Autocar	A2	ACX42, COE, SRA	\$81,303
Autocar	A3	ACX64, COE, TRA	\$87,422



Attachment: Exhibit C - HGACBuy - Chastang Ford - Contract HT06-14 (2823 : AWARD TO CHASTANG FORD, COWBOY

Attachment A
Chastang Enterprises Inc. dba Chastang Ford dba Chastang's Bayou City Autocar
Medium and Heavy Trucks & Truck Bodies
Contract No.: HT06-16

MFGR	HGAC PRODUCT CODE	MODEL	BASE PRICE
Ford	C1	F-450, 4x2, Regular Cab, Gas Engine	\$25,549
Ford	C3	F-550, 4x2, Regular Cab, Gas Engine	\$26,297
Ford	C4	F-550, 4x2, Regular Cab, Diesel Engine	\$33,398
Ford	C5	F-650, 4x2, Regular Cab, Gas Engine	\$38,160
Ford	C6	F-650, 4x2, Regular Cab, Diesel Engine	\$43,777
Ford	C7	F-750, 4x2, Regular Cab, Gas Engine	\$38,906
Ford	C8	F-750, 4x2, Regular Cab, Diesel Engine	\$43,836
Ford	C9	F-750, 4x2, Regular Cab, Tractor Configuration	\$49,921
Ford	C10	F-59, Stripped Chassis, Gas Engine	\$19,465
Ford	C11	E-450 Cutaway Van Chassis, Gas Engine	\$20,574



Attachment: Exhibit C - HGACBuy - Chastang Ford - Contract HT06-14 (2823 : AWARD TO CHASTANG FORD, COWBOY



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

AM10-16

Date Prepared:

10/26/2011

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	CITY OF MORENO VALLEY	Contractor:	CHASTANG FORD
Contact Person:	BOB LINTON	Prepared By:	ED MILLER
Phone:		Phone:	713-678-5007
Fax:		Fax:	713-678-5001
Email:		Email:	emiller@chastangford.com

Product Code:	JC02	Description:	2018 FORD TRANSIT RESPONSE UNIT
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 32,9

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
43B-BACKUP ALARM	125	E9Z - 148" WHEELBASE	9
53B - HD TRAILER TOW PKG	465	FP1- FLOOR PLAN INTEREST 90 X 10	9
544 - LONG POWER MIRRORS	230		
60C - CRUISE CONTROL	275		
63C - HD ALTERNATOR	345		
67C - UPFITTER SWITCHES	85		
67D - ELEC BRAKE CONTROLLER	230		
86F - 2 ADDITIONAL KEYS	125		
58Y - AM/FM/CD/SYNC/NAVIGATION	895		
W2Z - T350 UPGRADE	3995	Subtotal From Additional Sheet(s):	
R2X - HIGH ROOF UPGRADE	5995	Subtotal B:	146

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
UPGRADRE TO SYNC 3	675	INDUSTRIAL VAN EQUIPMENT	IN
		Subtotal From Additional Sheet(s):	
		Subtotal C:	6

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 1

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	48313	=	Subtotal D:	483
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 10

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
DIFFERENCE IN CA CONCESSION	1400		
		Subtotal F:	14

Delivery Date: 180 days aro **G. Total Purchase Price (D+E+F):** 507

Attachment: Exhibit D - Chastang Ford - Ford Transit Cargo Van (2823 : AWARD TO CHASTANG FORD, COWBOY

Exhibit E



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

AM10-16

Date Prepared:

10/26/201

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	CITY OF MORENO VALLEY	Contractor:	CHASTANG FORD
Contact Person:	BOB LINTON	Prepared By:	ED MILLER
Phone:		Phone:	713-678-5007
Fax:		Fax:	713-678-5001
Email:		Email:	emiller@chastangford.com

Product Code:	AAC02	Description:	2018 FORD RAPID DEPLOYMENT SWAT VEHICLE
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 59,9

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
43B-BACKUP ALARM	INCL	SWAT VEHICLE EQUIPMENT	INC
53B - HD TRAILER TOW PKG	465		
544 - LONG POWER MIRRORS	INCL		
60C - CRUISE CONTROL	275		
63C - HD ALTERNATOR	INCL		
PAINT - PAINT OTHER THAN WHITE [BLACK]	150		
67C - UPFITTER SWITCHES	INCL		
67D - ELEC BRAKE CONTROLLER	230		
86F - 2 ADDITIONAL KEYS	125		
58Y - AM/FM/CD/SYNC3/NAVIGATION	INCL		
W2Z - T350 UPGRADE	INCL	Subtotal From Additional Sheet(s):	
R3U - EXTENDED LENGTH HIGH ROOF	7995	Subtotal B:	92

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: (

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	69228	=	Subtotal D:	692
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 10

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
		Subtotal F:	

Delivery Date: 210-240 DAYS ARO **G. Total Purchase Price (D+E+F):** 702

Attachment: Exhibit E - Chastang Ford - Ford Transit SWAT Van (2823 : AWARD TO CHASTANG FORD, COWBOY



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

AM10-16

Date Prepared:

10/26/201

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	CITY OF MORENO VALLEY	Contractor:	CHASTANG FORD
Contact Person:	BOB LINTON	Prepared By:	ED MILLER
Phone:		Phone:	713-678-5007
Fax:		Fax:	713-678-5001
Email:		Email:	emiller@chastangford.com

Product Code:	JC02	Description:	2018 FORD TRANSIT RESPONSE UNIT
---------------	------	--------------	---------------------------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 32,9

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
43B-BACKUP ALARM	INCL	E9Z - 148" WHEELBASE	INC
53B - HD TRAILER TOW PKG	INCL		
544 - LONG POWER MIRRORS	INCL		
60C - CRUISE CONTROL	INCL		
63C - HD ALTERNATOR	INCL		
MID ROOF	INCL		
PRIVACY GLASS	INCL		
67D - ELEC BRAKE CONTROLLER	INCL		
86F - 2 ADDITIONAL KEYS	INCL		
58Y - AM/FM/CD/SYNC/NAVIGATION	INCL		
W2Z - T350 UPGRADE	INCL	Subtotal From Additional Sheet(s):	
SILVER WHEEL COVERS	INCL	Subtotal B:	

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
12 PASSENGER	675		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	6

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 2

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C):

Quantity Ordered:	2	X Subtotal of A + B + C:	33653	=	Subtotal D:	673
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E. H-GAC Order Processing Charge (Amount Per Current Policy): Subtotal E: 10

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
		Subtotal F:	

Delivery Date: 120 DAYS ARO **G. Total Purchase Price (D+E+F):** 683

Attachment: Exhibit F - Chastang Ford - Ford Transit Passenger Van (2823 : AWARD TO CHASTANG FORD, COWBOY

Exhibit I**Ambulances, EMS & Other Special Service Vehicles****Page 1 of 4**

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
CHASTANG ENTERPRISES DBA CHASTANG FORD
Houston, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Chastang Enterprises dba Chastang Ford**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 6200 North Loop East, Houston, Texas 77026.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into an **Ambulances, EMS & Other Special Service Vehicles** Contract to become effective as of October 1, 2016, and to continue through September 30, 2018 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Ambulances, EMS & Other Special Service Vehicles** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Ambulances, EMS & Other Special Service Vehicles** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: AM10-16, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: AM10-16, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7:SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8:EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11:SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS


CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *(IF APPLICABLE)*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

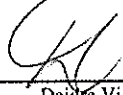
IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



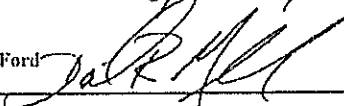
Jack Brock, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:



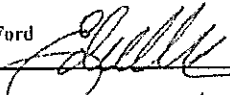
Deidre Vick, Director of Public Services
Date: Sept. 13, 2016

Signed for Chastang Enterprises dba Chastang Ford
Houston, Texas:



Printed Name & Title: DANIEL R. MILLER, VP-SALES
Date: 9/13/ 2016

Attest for Chastang Enterprises dba Chastang Ford
Houston, Texas:



Printed Name & Title: Edward Miller Fleet Mgr
Date: 9-13 2016

Attachment A
Chastang Enterprises dba Chastang Ford
Ambulances, EMS & Other Special Service Vehicles
Contract No.: AM10-16

C. Braun Northwest		
B. Light/Medium Rescue Vehicle		
CB01	North Star - Fire Rescue - Ford F550 4x4 Crew Cab - Diesel Engine - 116"L x 94"W	\$ 134,785.00
CB02	North Star - Fire Rescue - Ford F550 4x4 Regular Cab - Diesel Engine - 116"L x 94"W	\$ 130,192.00
CB05	North Star - Fire Rescue - Ford F550 4x4 Crew Cab - Diesel Engine - 147"L x 94"W	\$ 137,513.00
CB06	North Star - Fire Rescue - Ford F550 4x4 Regular Cab - Diesel Engine - 147"L x 94"W	\$ 132,926.00
CB09	North Star - Fire Rescue - Ford F550 4x4 Regular Cab - Diesel Engine - 167"L x 94"W	\$ 136,450.00
CB11	North Star - Fire Rescue - Ford F550 4x4 Regular Cab - Diesel Engine - 192"L x 94"W	\$ 140,335.00
C. Other Specialty Vehicle or Equipment		
CC01	North Star - Prisoner Transport - Ford E350 - Gas Engine - 138"L x 94"W x 57.875"HR	\$ 89,159.00
CC02	North Star - Prisoner Transport - Ford F350 4x4 - Diesel Engine - 143"L x 94"W x 57.75"HR	\$ 110,551.00
CC03	North Star - Prisoner Transport - Ford F450 4x2 Regular Cab - Diesel Engine - 191"L x 94"W x 72.875"HR	\$ 147,184.00
CC04	North Star - Prisoner Transport - Ford F550 4x2 - Regular Cab - Diesel Engine - 197"L x 94"W x 73"HR	\$ 156,186.00
CC06	North Star - Prisoner Transport - Ford F650 4x2 - Super Cab - Diesel Engine - 197"L x 94" W x 73"HR	\$ 174,581.00
CC08	North Star - EOD Command - Ford F550 4x4 - Regular Cab - Diesel Engine - 191"L x 94" W x 80" HR	\$ 201,224.00
CC10	North Star - SWAT Command - Ford F550 4x4 - Regular Cab - Diesel Engine - 192"L x 94" W x 78" HR	\$ 173,344.00
CC11	North Star - Hazardous Materials Command - Ford F550 4x4 - Regular Cab - Diesel Engine - 187"L x 94" W x 72" HR	\$ 204,560.00
CC12	North Star - Crime Scene Command - Ford F350 4x4 - Diesel Engine - 147"L x 94"W x 72"HR	\$ 165,261.00
CC13	North Star - Mobile Command - Ford F650 4x2 - Diesel Engine - 196"L x 94"W x 76"HR	\$ 200,828.00
G. FastLane Emergency Vehicles		
B. Light/Medium Rescue Vehicle		
GB01	XMR-108-F450 Light Rescue, Ford F450, 9ft walk around body, 7-compartments w/ LED light package.	\$ 102,921.41
GB02	XMR-108-F550 Light Rescue, Ford F550, 9ft walk around body, 7-compartments w/ LED light package.	\$ 103,941.41
GB03	XMR-132-F550 Light Rescue, Ford F550, 11ft walk around body, 7-compartments w/ LED light package.	\$ 117,830.06
C. Other Specialty Vehicle or Equipment		
GC01	FL-SUV-C-EEL Ford Expedition EL, Command Unit, Console, Rear Command Cabinet, LED Lighting Package	\$ 61,066.20
GC02	FL-SUV-C-EXP Ford Expedition, Command Unit, Console, Rear Command Cabinet, LED Lighting Package	\$ 57,321.57

GC05	FL-SUV-E-EXE Ford Expedition EL, EMS Response Unit, Console, Rear Storage Cabinet, LED Lighting Package	\$ 61,360.27
GC06	FL-SUV-E-EXP Ford Expedition, EMS Response Unit, Console, Rear Storage Cabinet, LED Lighting Package	\$ 57,615.66
GC09	FL-FPU-C Ford F350, Command, Console, Rear Cap Topper, Rear Slide Out Command Center, LED Lighting Package	\$ 60,995.50
GC12	FL-FPU-R Ford F350, Response Unit, Console, Rear Cap Topper, Rear Slide Out Storage Unit, LED Lighting Package	\$ 57,542.70
GC19	FL-MARC-F350 Ford F350, Mobile Aluminum Remountable Command vehicle with LED Lighting Package	\$ 84,844.48
GC22	FL-SIB-F350 Ford F350, Slide In Fiberglass Body Responder Unit, LED Lighting Package	\$ 64,579.02
J. General Truck Body		
C. Other Specialty Vehicle or Equipment		
JC01	Disaster Rapid Response Truck on a Ford Transit Connect Chassis	\$ 27,982.00
JC02	Disaster responst Unit on a Ford Transit	\$ 32,978.00
JC03	Prisoner Transport on a Ford Transit Passenger Van	\$ 41,956.00
JC18	RCV Response Command Vehicle 8FT, F250 Reg Cab 4x2	\$ 59,996.00
JC19	T-REX F350, Reg Cab 9FT, Walk-Around Rescue/Extraction	\$ 61,988.00
JC27	BATVAN, DUI Mobile Breath Analyzer Van, 2 work stations, roof top air, external lighting, 2 holding cells, Ford Transit LWB	\$ 148,948.00
JC28	CSIU - Crime Scene Investigative Unit - Enclosed compartmentalized body to provide transportation and storage of crime scene investigation equipment 1 work station, Ford Transit.	\$ 57,988.00
JC29	CSIU - Crime Scene Investigative Unit - 9FT Enclosed compartmentalized body to provide transportation and storage of crime scene investigation equipment. Ford F350 Reg Cab Gas/Diesel	\$ 72,949.00
JC30	ELU - Emergency Lighting Unit - Compartmental body designed to provide self-contained illumination via generator to an emergency or disaster area. Ford F550 Reg Cab Diesel	\$ 106,888.00
JC31	DAV - Disaster Assessment Vehicle designed to asses an emergency or disaster situation from an elevated vantage point. Ford F550 Reg Cab	\$ 127,876.00
JC32	DPU - Disaster Power Unit, 11FT Compartment body with generator power and hook ups designed to power up a command station or medical unit within a disaster area. Ford F550 Reg Cab Diesel	\$ 107,787.00
JC33	ETAU - Emergency Transport Aid Unit - 12FT Temperature controlled body w/roof mounted A/C, compartments and bench seating to move and provide aid to emergency personnel from the elements of a disaster. Ford F550 Reg Cab	\$ 102,978.00
JC34	EPEU - Emergency Patient Evacuation Unit -12FT Temperature controlled body with wall mounted gurneys and life support to remove multiple casualties from a disaster ridden area. Ford F550 Reg Cab	\$ 103,877.00
JC35	CEU - Cadaver Evacuation Unit - 12FT Refrigerated to morgue level designed to remove or provide storage for disaster fatalities, Ford F550 Reg Cab	\$ 117,878.00
L. ICS		
B. Light/Medium Rescue Vehicle		

LB01	ICS-LRWA-F9 Light RSQ & ESU, Ford F550, diesel, 9' walk around alum body, 7 compartments	\$ 128,986.00
LB02	ICS-LRWI-F9 Light RSQ & ESU Ford F550, diesel, 9' walk in alum body, 6 comp & interior	\$ 133,733.00
LB06	ICS-MRWA-F16 Medium RSQ & ESU, Ford F650, diesel, 16' walk around alum body, 9 compartments	\$ 170,619.00
LB07	ICS-LRWI-F16 Medium RSQ Ford F650, diesel, 16' walk in alum body, 8 comp & interior	\$ 175,366.00
LB08	ICS-U-SWAT-F9 Deployment utility, Ford E350, gas, 9' steel body, 6 compartments, insulated interior, HVAC, benches w/storage	\$ 77,255.00
LB12	ICS-LRWI-F16 Medium RSQ Ford F650, diesel, 16' walk in alum body, 6 comp & interior	\$ 164,324.00
C. Other Specialty Vehicle or Equipment		
LC07	ICS-SUV-SURV-E1 Expedition 4x4, Surveillance, covert, counter, cameras, audio	\$ 116,954.00
LC09	ICS-FPU-R1 Ford F250 Pickup, Responder, std cab, gas, 8' bed, cap, rear pull out equipment unit	\$ 56,511.00
LC11	ICS-VAN-CS-F1 Crime Scene Van, Ford Transit, 2500, gas, insulated, cabinets, scene lighting	\$ 72,761.00
LC15	ICS-VAN-PT-F1 Prisoner Transport Van, Ford Transit, 2500, gas, insulated, seating	\$ 76,929.00
LC19	ICS-VAN-SWAT-F1 Deployment Van, Ford Transit, 2500, gas, insulated, benches, rear AC	\$ 61,298.00
LC23	ICS-VAN-SURV-F1 Surveillance Van, Ford Transit, gas, insulated, Cameras, recorder, HVAC	\$ 177,953.00
LC27	ICS-BOX-CCI-F1 Command/Communication, Investigation, Ford F550, gas, 12' commercial body	\$ 114,860.00
LC31	ICS-SV-CCI-F1 Command/Communication, Investigation, Step Van, gas, 18' aluminum body	\$ 161,070.00
LC32	ICS-BOX-EOD-F1 Bomb Tech Unit, Ford F550, gas, 12' commercial body	\$ 114,273.00
S. Odyssey		
B. Light/Medium Rescue Vehicle		
SB01	RSQ-ERU-F9 Emergency Response Unit & ESU, Ford F550, diesel, 9' walk around galv. Steel body, 7 compartments	\$ 106,277.00
SB02	UTIL-DP-F1-9 Deployment utility & ESU, Ford E350, gas, 9' steel commercial body, insulated, HVAC, benches w/storage	\$ 96,353.00
SB05	UTIL-DP-F1-12 Deployment utility & ESU, Ford E350, gas, 12' steel commercial body, insulated, HVAC, benches w/storage	\$ 99,020.00
SB06	RSQ-ERU-F12 Emergency Response Unit & ESU, Ford F550, diesel, 12ft walk around galv steel body, 7 compartments	\$ 110,447.00
AA. Supreme Corporation		
C. Other Specialty Vehicle or Equipment		
AAC01	Avenger Armored Tactical Support Vehicle with room for 10-12 Tactical Responders. Includes full armored protection on a Ford F550 4X4 chassis	\$ 274,889.00
AAC02	Supreme Rapid Deployment Vehicle: 14' x 78" x 96" FRP Body with Swat Bench Seating and Related Equipment on a Ford E450 Cutaway chassis.	\$ 59,988.00
AAC03	10' Dual Compartment Prisoner Transport Van built on a Ford E350 Cutaway Chassis with an FRP body.	\$ 56,456.00
AAC04	12' Quick Response Bomb Squad Command Center built on a Ford E450 chassis.	\$ 94,889.00

AAC05	24' Custom Built Mobile Command Center built on a Ford F650 Chassis.	\$ 178,886.00
AAC06	10' Crime Scene Response (CSI) vehicle mounted on a Ford E350 chassis	\$ 59,966.00
AAC09	Terra Hawk Surveillance System on a Ford F550	\$ 227,756.00

Attachment: Exhibit I - HGACBuy - Chastang Ford - Contract AM10-16 (2823 : AWARD TO CHASTANG FORD, COWBOY

AMENDMENT No. 1 to CONTRACT No. VE11-15
For
Current Model Cars, Light Trucks & Police Motorcycles
Between
HOUSTON-GALVESTON AREA COUNCIL
And
COWBOY MOTOR COMPANY LC

THIS AMENDMENT modifies the above referenced Contract as follows:


This contract is extended through October 31, 2018 Midnight C.T.

Unless otherwise noted, this amendment shall become effective on the date signed by H-GAC.

All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for Houston-Galveston Area Council,
Houston, Texas

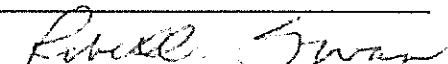

Jack Steele, Executive Director

Attest for Houston-Galveston Area Council,
Houston, Texas


Dydre Viel, Director of Public Services

Date: March 30, 2017

Signed for: Cowboy Motor Company LC



Printed Name & Title:

ROBERT C. SWAN, FLEET DIRECTOR

Date: 3/30 20 17

Attest for: Cowboy Motor Company LC



Printed Name & Title:

Mary Oratgout, Fleet Admin.

Date: 3/30 20 17

Attachment: Exhibit I - HGACBuy - Chastang Ford - Contract AM10-16 (2823 : AWARD TO CHASTANG FORD, COWBOY

Exhibit J



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.: VE11-15

Date Prepared: 11/9/2015

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	MORENO VALLEY CALIFORNIA	Contractor:	COWBOY CDJR
Contact Person:	BOB LINTON	Prepared By:	JARROD RUNNELS
Phone:	951-413-3174	Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:	boobl@moval.org	Email:	fleetsales@outlook.com

Product Code:	J07	Description:	2018 RAM 1500 REGULAR CAB 4X2
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 16,787.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		2018 RAM 1500 REGULAR CAB 6'4"	
		3.6L V6 GAS ENGINE/8 SPEED AUTO TRANS	
AJH POWER WINDOWS LOCKS AND REMOTES	\$ 735.00	PW7 BRIGHT WHITE	
RECEIVER HITCH	\$ 87.00	VINLY 40/20/40 SEATING, RUBBER FLOORS	
5% DISCOUNT ON FACTORY OPTIONS	\$ (82.32)	POWER WINDOWS/LOCKS	
SPRAY IN BEDLINER	\$ 355.00	RECEIVER HITCH	
UA1 UCONNECT 3.0 BLUETOOTH	\$ 195.00		
		120 DAYS ARO	
		CONFIRMING CALIFORNIA EMISSIONS WITH CHRYSLER	
Subtotal From Additional Sheet(s):			\$ -
Subtotal B:			\$ 1,289.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
CONCESSION DIFFERENCE	\$ 2,128.00		
2 EXTRA KEYS/FOBS	\$ 665.00		
Subtotal From Additional Sheet(s):			
Subtotal C:			\$ 2,793.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 14.8%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	8	X Subtotal of A + B + C:	\$ 20,869.68	=	Subtotal D:	\$ 166,957.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: \$ -

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 1587MILES X 8 UNITS \$1095.00	\$ 8,760.00		
Subtotal F:			\$ 8,760.00

Delivery Date: 120 DAYS **G. Total Purchase Price (D+E+F):** \$ 175,717.00

Attachment: Exhibit J - Cowboy CDJR - Ram 1500 Std Cab 4x2 (2823 : AWARD TO CHASTANG FORD, COWBOY

Exhibit K



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

VE11-15

Date Prepared:

10/26/201

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	MORENO VALLEY CALIFORNIA	Contractor:	COWBOY CDJR
Contact Person:	BOB LINTON	Prepared By:	JARROD RUNNELS
Phone:	951-413-3174	Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:	bobl@moval.org	Email:	fleetsales@outlook.com

Product Code:	J07	Description:	2018 RAM 1500 REGULAR CAB
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 16,787.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		2018 RAM 1500 REGULAR CAB 64" BED	
		3.6L V6, 8 SPD AUTO TRANS	
AJH POWER WINDOWS LOCKS AND REMOTES	\$ 735.00	PW7 BRIGHT WHITE	
RECEIVER HITCH	\$ 87.00	VINLY 40/20/40 SEATING, RUBBER FLOORS	
UPGRADE TO 4X4	\$ 3,958.00	POWER WINDOWS/LOCKS	
DSA LIMITED SLIP AXLE	\$ 395.00	RECEIVER HITCH	
5% DISCOUNT ON FACTORY OPTIONS	\$ (343.50)	120 DAYS ARO	
SPRAY IN BEDLINER	\$ 355.00	CONFIRMING CALIFORNIA EMISSIONS WITH CHRYSLER	
UA1 UCONNECT 3.0 BLUETOOTH	\$ 195.00		
Subtotal From Additional Sheet(s):			\$ -
Subtotal B:			\$ 5,381.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
CONCESSION DIFFERENCE	\$ 972.00		
2 EXTRA KEYS/FOBS	\$ 665.00		
Subtotal From Additional Sheet(s):			
Subtotal C:			\$ 1,637.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 7

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	5	X Subtotal of A + B + C:	\$ 23,805.50	=	Subtotal D:	\$ 119,027.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E:	\$ -
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F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 1587MILES X 5 UNITS \$1095.00	\$ 5,475.00		
Subtotal F:			\$ 5,475.00

Delivery Date: 120 DAYS **G. Total Purchase Price (D+E+F):** \$ 124,502.00

Attachment: Exhibit K - Cowboy CDJR - Ram 1500 Std Cab 4x4 (2823 : AWARD TO CHASTANG FORD, COWBOY



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.: VE11-15 Date Prepared: 10/26/201

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	MORENO VALLEY CALIFORNIA	Contractor:	COWBOY CDJR
Contact Person:	BOB LINTON	Prepared By:	JARROD RUNNELS
Phone:	951-413-3174	Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:	bobl@moval.org	Email:	fleetsales@outlook.com

Product Code:	J07	Description:	2018 RAM 1500 REGULAR CAB
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 16,787.0

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		2018 RAM 1500 REGULAR CAB 8' BED	
		3.6L V6, 8 SPD AUTO TRANS	
AJH POWER WINDOWS LOCKS AND REMOTES	\$ 735.00	PW7 BRIGHT WHITE	
RECEIVER HITCH	\$ 87.00	VINLY 40/20/40 SEATING, RUBBER FLOORS	
UPGRADE TO 4X4	\$ 3,958.00	POWER WINDOWS/LOCKS	
DSA LIMITED SLIP AXLE	\$ 395.00	RECEIVER HITCH	
5% DISCOUNT ON FACTORY OPTIONS	\$ (343.50)	120 DAYS ARO	
SPRAY IN BEDLINER	\$ 355.00	CONFIRMING CALIFORNIA EMISSIONS WITH CHRYSLER	
UA1 UCONNECT 3.0 BLUETOOTH	\$ 195.00		
Subtotal From Additional Sheet(s):			\$ -
Subtotal B:			\$ 5,381.0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
CONCESSION DIFFERENCE	\$ 972.00		
2 EXTRA KEYS/FOBS	\$ 665.00		
Subtotal From Additional Sheet(s):			
Subtotal C:			\$ 1,637.0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 7

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 23,805.50	=	Subtotal D:	\$ 23,805.0
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: \$ -

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 1587MILES X 1 UNITS \$1095.00	\$ 1,095.00		
Subtotal F:			\$ 1,095.0

Delivery Date: 120 DAYS **G. Total Purchase Price (D+E+F):** \$ 24,900.0

Attachment: Exhibit L - Cowboy CDJR - Ram 1500 Std Cab 4x4 Long Bed (2823 : AWARD TO CHASTANG FORD, COWBOY

Exhibit M



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.: VE11-15 Date Prepared: 10/26/201

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	MORENO VALLEY, CALIFORNIA	Contractor:	COWBOY CDJR
Contact Person:	BOB LINTON	Prepared By:	JARROD RUNNELS
Phone:	951-413-3174	Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:	bobl@moval.org	Email:	fleetsales@outlook.com

Product Code: J08 Description: 2018 RAM 1500 QUAD CAB 4X2 DSIL41

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 20,770.0

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5.7L V8 HEMI, 8 SPD AUTO	\$ 1,750.00	2018 RAM 1500 QUAD CAB 4X2 64" PICK UP BED	
		5.7L V8 , 8 SPD AUTO TRANS	
		PW7 BRIGHT WHITE	
DISCOUNT ON FACTORY OPTIONS	\$ (221.52)	VINYL 40/20/40 SEATING, RUBBER FLOORS	
SPRAY IN BEDLINER	\$ 355.00	POWER WINDOWS/LOCKS	
TOW PACKAGE	\$ 87.00		
UA1 UCONNECT 3.0	\$ 195.00		
XB9 CARGO MANAGEMENT SYSTEM	\$ 1,295.00	120 DAYS ARO	
		CONFIRMING CALIFORNIA EMISSIONS WITH CHRYSLER	
		Subtotal From Additional Sheet(s):	\$ -
		Subtotal B:	\$ 3,460.4

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2 EXTRA KEYS/FOBS	\$ 665.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$ 665.0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 3

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered: 2 X Subtotal of A + B + C: \$ 24,895.48 = Subtotal D: \$ 49,790.9

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: \$ 600.0

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 1587MILES X 2 UNIT \$1095.00 EACH	\$ 2,190.00		
		Subtotal F:	\$ 2,190.0

Delivery Date: 120 DAYS **G. Total Purchase Price (D+E+F):** \$ 52,580.9

Attachment: Exhibit M - Cowboy CDJR - Ram 1500 Quad Cab 4x2 (2823 : AWARD TO CHASTANG FORD, COWBOY

Exhibit N



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:	VE11-15	Date Prepared:	10/26/201
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This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	MORENO VALLEY, CALIFORNIA	Contractor:	COWBOY CDJR
Contact Person:	BOB LINTON	Prepared By:	JARROD RUNNELS
Phone:	951-413-3174	Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:	bobl@moval.org	Email:	fleetsales@outlook.com

Product Code:	J08	Description:	2016 RAM 1500 QUAD CAB 4X2 DS1L41
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 20,770.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
UPGRADE TO 4X4	\$ 3,210.00	2016 RAM 1500 QUAD CAB 4X4 64" PICK UP BED	
DSA LIMITED SLIP AXLE	\$ 395.00	5.7L V8, 8 SPD AUTO TRANS	
5.7L V8/8 SPD AUTO TRANS	\$ 1,750.00	PW7 BRIGHT WHITE	
DISCOUNT ON FACTORY OPTIONS	\$ (450.72)	VINYL 40/20/40 SEATING, RUBBER FLOORS	
SPRAY IN BEDLINER	\$ 355.00	POWER WINDOWS/LOCKS	
TOW PACKAGE	\$ 87.00		
UA1 UCONNECT 3.0	\$ 195.00		
SKID PLATES AND TOW HOOKS	\$ 225.00	120 DAYS ARO	
XB9 CARGO MANAGEMENT SYSTEM	\$ 1,295.00	CONFIRMING CALIFORNIA EMISSIONS WITH CHRYSLER	
		Subtotal From Additional Sheet(s):	\$ -
		Subtotal B:	\$ 7,061.28

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2 EXTRA KEYS/FOBS	\$ 665.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$ 665.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 2.5%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	\$ 28,496.28	=	Subtotal D:	\$ 56,992.56
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E:	\$ -
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F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 1587MILES X 2 UNITS \$1095.00 EACH	\$ 2,190.00		
		Subtotal F:	\$ 2,190.00

Delivery Date: 120 DAYS **G. Total Purchase Price (D+E+F):** \$ 59,182.56

Attachment: Exhibit N - Cowboy CDJR - Ram 1500 Quad Cab 4x4 Cargo Management System (2823 - AWARD TO CHASTANG FORD, COWBOY

Exhibit O



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

VE11-15

Date Prepared:

10/26/2011

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	MORENO VALLEY, CALIFORNIA	Contractor:	COWBOY CDJR
Contact Person:	BOB LINTON	Prepared By:	JARROD RUNNELS
Phone:	951-413-3174	Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:	bobl@moval.org	Email:	fleetsales@outlook.com

Product Code:	J08	Description:	2016 RAM 1500 QUAD CAB 4X2 DS1L41
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 20,770.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
UPGRADE TO 4X4	\$ 3,210.00	2016 RAM 1500 QUAD CAB 4X4 64" PICK UP BED	
DSA LIMITED SLIP AXLE	\$ 395.00	5.7L V8, 8 SPD AUTO TRANS	
5.7L V8/8 SPD AUTO TRANS	\$ 1,750.00	PW7 BRIGHT WHITE	
DISCOUNT ON FACTORY OPTIONS	\$ (310.85)	VINYL 40/20/40 SEATING, RUBBER FLOORS	
SPRAY IN BEDLINER	\$ 355.00	POWER WINDOWS/LOCKS	
TOW PACKAGE	\$ 87.00		
UA1 UCONNECT 3.0	\$ 195.00		
SKID PLATES AND TOW HOOKS	\$ 225.00	120 DAYS ARO	
		CONFIRMING CALIFORNIA EMISSIONS WITH CHRYSLER	
		Subtotal From Additional Sheet(s):	\$ -
		Subtotal B:	\$ 5,906.15

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2 EXTRA KEYS/FOBS	\$ 665.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$ 665.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 2

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 27,341.15	=	Subtotal D:	\$ 27,341.15
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: \$ -

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 1587MILES X 1 UNIT \$1095.00 EACH	\$ 1,095.00		
		Subtotal F:	\$ 1,095.00

Delivery Date: 120 DAYS **G. Total Purchase Price (D+E+F):** \$ 28,436.15

Attachment: Exhibit O - Cowboy CDJR - Ram 1500 Quad Cab 4x4 (2823 : AWARD TO CHASTANG FORD, COWBOY

Exhibit P



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:	VE11-15	Date Prepared:	10/26/201
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This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	MORENO VALLEY, CALIFORNIA	Contractor:	COWBOY CDJR
Contact Person:	BOB LINTON	Prepared By:	JARROD RUNNELS
Phone:	951-413-3174	Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:	bobl@moval.org	Email:	fleetsales@outlook.com

Product Code:	J09	Description:	2018 RAM 1500 CREW CAB 4X2
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 23,016.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5.7L V8 HEMI GASOLINE ENGINE	\$ 1,750.00	2018 RAM 1500 CREW CAB 4X2 57" PICK UP BED	
		5.7L V8 / 8 SPD AUTO TRANS	
		PW7 BRIGHT WHITE	
		VINYL 40/20/40 SEATING	
UA1 UCONNECT 3.0 BLUETOOTH	\$ 195.00	POWER WINDOWS/LOCKS	
SPRAY IN BEDLINER	\$ 355.00		
5% DISCOUNT ON FACTORY OPTIONS			
RECEIVER HITCH	\$ 87.00		
		Subtotal From Additional Sheet(s):	\$ -
		Subtotal B:	\$ 2,387.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2 EXTRA KEYS/FOBS	\$ 650.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$ 650.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 3

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	\$ 26,053.00	=	Subtotal D:	\$ 52,106.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy) **Subtotal E:** \$ 600.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 1587MILES X 2 UNIT \$1095.00 EACH	\$ 2,190.00		
		Subtotal F:	\$ 2,190.00

Delivery Date: 120 DAYS **G. Total Purchase Price (D+E+F):** \$ 54,896.00

Attachment: Exhibit P - Cowboy CDJR - Ram 1500 Crew Cab 4x2 (2823 : AWARD TO CHASTANG FORD, COWBOY



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

VE11-15

Date Prepared:

11/9/2017

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	MORENO VALLEY, CALIFORNIA	Contractor:	COWBOY CDJR
Contact Person:	BOB LINTON	Prepared By:	JARROD RUNNELS
Phone:	951-413-3174	Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:	bobl@moval.org	Email:	fleetsales@outlook.com

Product Code:	J09	Description:	2018 RAM 1500 CREW CAB 4X2
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 23,016.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5.7L V8 HEMI GASOLINE ENGINE	\$ 1,750.00	2018 RAM 1500 CREW CAB 4X4 57" PICK UP BED	
DSA LIMITED SLIP AXLE	\$ 395.00	5.7L V8 / 8 SPD AUTO TRANS	
		PW7 BRIGHT WHITE	
4X4 CREW CAB UPGRADE	\$ 3,100.00	VINYL 40/20/40 SEATING	
UA1 UCONNECT 3.0 BLUETOOTH	\$ 195.00	POWER WINDOWS/LOCKS	
SPRAY IN BEDLINER	\$ 355.00		
5% DISCOUNT ON FACTORY OPTIONS	\$ (305.35)		
ADB PROTECTION GROUP, SKID PLATES, TOW HOOKS	\$ 225.00		
RECEIVER HITCH	\$ 87.00		
		Subtotal From Additional Sheet(s):	\$
		Subtotal B:	\$ 5,801.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
CONCESSION DIFFERENCE	\$ 632.00		
2 EXTRA KEYS/FOBS	\$ 650.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$ 1,282.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is:

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C):

Quantity Ordered:	3	X Subtotal of A + B + C:	\$ 30,099.65	=	Subtotal D:	\$ 90,298.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy): Subtotal E: \$

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 1587MILES X 3 UNITS \$1095.00 EACH	\$ 3,285.00		
		Subtotal F:	\$ 3,285.00

Delivery Date: 120 DAYS **G. Total Purchase Price (D+E+F):** \$ 93,583.00

Attachment: Exhibit Q - Cowboy CDJR - Ram 1500 Crew Cab 4x4 (2823 : AWARD TO CHASTANG FORD, COWBOY



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

VE11-13

Date Prepared:

10/31/2011

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	MORENO VALLEY, CALIFORNIA	Contractor:	COWBOY CDJR
Contact Person:	BOB LINTON	Prepared By:	JARROD RUNNELS
Phone:	951-413-3174	Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:	boobl@moval.org	Email:	fleetsales@outlook.com

Product Code:	J15	Description:	2017 RAM 3500 REGULAR CAB 4X2 D23L62
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 25,915.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
XMF SPRAY IN BEDLINER	\$ 355.00	2017 RAM 3500 REGULAR CAB 4X2 8' BED	
UA1 UCONNECT 3.0 BLUETOOTH	\$ 195.00	5.7L V8 HEMI, 6 SPD AUTO TRANS	
AJH REMOTE POWER AND ENTRY GROUP	\$ 615.00	PW7 BRIGHT WHITE	
XHC TRAILER BRAKE CONTROLLER	\$ 295.00	VINYL 40/20/40 SEATING, RUBBER FLOORS	
5% DISCOUNT ON FACTORY OPTIONS	\$ (73.00)	POWER WINDOWS/LOCKS	
GXM REMOTE KEYLESS ENTRY	INC	RECEIVER HITCH AND 7 PIN CONNECTOR	
		120 DAYS ARO	
Subtotal From Additional Sheet(s):			\$ -
Subtotal B:			\$ 1,387.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2 EXTRA KEYS/FOBS	\$ 665.00		
Subtotal From Additional Sheet(s):			
Subtotal C:			\$ 665.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 2

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	\$ 27,967.00	=	Subtotal D:	\$ 55,934.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: \$ -

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 1587MILES X 2 UNITS \$1095.00 EACH	\$ 2,190.00		
Subtotal F:			\$ 2,190.00

Delivery Date: 120 DAYS **G. Total Purchase Price (D+E+F):** \$ 58,124.00

Attachment: Exhibit R - Cowboy CDJR - Ram 3500 Std Cab 4x2 Long Bed (2823 : AWARD TO CHASTANG FORD, COWBOY



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.: VE11-13 Date Prepared: 10/31/2011

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	MORENO VALLEY, CALIFORNIA	Contractor:	COWBOY CDJR
Contact Person:	BOB LINTON	Prepared By:	JARROD RUNNELS
Phone:	951-413-3174	Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:	boobl@moval.org	Email:	fleetsales@outlook.com

Product Code:	J16	Description:	2018 RAM 3500 CREW CAB 4X2 D23L91
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 27,910.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		2018 RAM 3500 CREW CAB 4X2 6' 4" BED	
ESA 6.4L V8 HD HEMI	\$ 500.00	6.4L V8 HEMI, 6 SPD AUTO TRANS	
		PW7 BRIGHT WHITE	
		VINYL 40/20/40 SEATING, RUBBER FLOORS	
		POWER WINDOWS/LOCKS	
DISCOUNT	\$ (166.80)	RECEIVER HITCH AND 7 PIN CONNECTOR	
UA1 UCONNECT 3.0 BLUETOOTH	\$ 195.00		
XMF SPRAY IN BEDLINER	\$ 495.00	120 DAYS ARO	
XHC TRAILER BRAKE CONTROLLER	\$ 295.00	CALIFORNIA EMISSIONS	
XB9 CARGO MANAGEMENT SYSTEM	\$ 1,295.00		
GXM REMOTE KEYLESS ENTRY	INC		
Subtotal From Additional Sheet(s):			\$ -
Subtotal B:			\$ 2,613.20

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2 EXTRA KEYS/FOBS	\$ 665.00		
Subtotal From Additional Sheet(s):			
Subtotal C:			\$ 665.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 2

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 31,188.20	=	Subtotal D:	\$ 31,188.20
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E. H-GAC Order Processing Charge (Amount Per Current Policy): Subtotal E: \$ -

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 1587 MILES X 1 UNIT \$1095.00 EACH	\$ 1,095.00		
Subtotal F:			\$ 1,095.00

Delivery Date: 120 DAYS **G. Total Purchase Price (D+E+F):** \$ 32,283.20

Attachment: Exhibit S - Cowboy CDJR - Ram 3500 Crew Cab 4x2 Cargo Management System (2823 : AWARD TO CHASTANG FORD, COWBOY

Exhibit T



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

VE11-13

Date Prepared:

10/31/201

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	MORENO VALLEY, CALIFORNIA	Contractor:	COWBOY CDJR
Contact Person:	BOB LINTON	Prepared By:	JARROD RUNNELS
Phone:	951-413-3174	Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:	boobl@moval.org	Email:	fleetsales@outlook.com

Product Code:	J16	Description:	2018 RAM 3500 CREW CAB 4X2 D23L91
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 27,910.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
D28L92 4X4 UPGRADE	\$ 3,510.00	2018 RAM 3500 CREW CAB 4X4 6' 4" BED	
ESA 6.4L V8 HD HEMI	\$ 500.00	6.4L V8 HEMI, 6 SPD AUTO TRANS	
		PW7 BRIGHT WHITE	
		VINYL 40/20/40 SEATING, RUBBER FLOORS	
		POWER WINDOWS/LOCKS	
DISCOUNT	\$ (299.70)	RECEIVER HITCH AND 7 PIN CONNECTOR	
UA1 UCONNECT 3.0 BLUETOOTH	\$ 195.00		
XMF SPRAY IN BEDLINER	\$ 495.00	120 DAYS ARO	
XHC TRAILER BRAKE CONTROLLER	\$ 295.00	CALIFORNIA EMISSIONS	
		Subtotal From Additional Sheet(s):	\$ -
		Subtotal B:	\$ 4,695.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2 EXTRA KEYS/FOBS	\$ 665.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$ 665.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 2

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	3	X Subtotal of A + B + C:	\$ 33,270.30	=	Subtotal D:	\$ 99,810.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: \$ -

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 1587 MILES X 3 UNITS \$1095.00 EACH	\$ 3,285.00		
		Subtotal F:	\$ 3,285.00

Delivery Date: 120 DAYS **G. Total Purchase Price (D+E+F):** \$ 103,095.00

Attachment: Exhibit T - Cowboy CDJR - Ram 3500 Crew Cab 4x4 (2823 : AWARD TO CHASTANG FORD, COWBOY

Exhibit U



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

VE11-13

Date Prepared:

10/31/2011

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	MORENO VALLEY, CALIFORNIA	Contractor:	COWBOY CDJR
Contact Person:	BOB LINTON	Prepared By:	JARROD RUNNELS
Phone:	951-413-3174	Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:	bobl@moval.org	Email:	fleetsales@outlook.com

Product Code:	J16	Description:	2018 RAM 3500 CREW CAB 4X2 D23L91
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 27,910.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
D28L92 4X4 UPGRADE	\$ 3,510.00	2018 RAM 3500 CREW CAB 4X4 8' BED	
ESA 6.4L V8 HD HEMI	\$ 500.00	6.4L V8 HEMI, 6 SPD AUTO TRANS	
ADB PROTECTION GROUP SKID PLATE AND TOW HOOKS	\$ 50.00	PW7 BRIGHT WHITE	
DSA LIMITED SLIP AXLE	\$ 395.00	VINYL 40/20/40 SEATING, RUBBER FLOORS	
DK3 ELECTRIC SHIFT ON THE FLY	\$ 245.00	POWER WINDOWS/LOCKS	
DISCOUNT	\$ (284.25)	RECEIVER HITCH AND 7 PIN CONNECTOR	
UA1 UCONNECT 3.0 BLUETOOTH	\$ 195.00		
XMF SPRAY IN BEDLINER	\$ 495.00	120 DAYS ARO	
XHC TRAILER BRAKE CONTROLLER	\$ 295.00	CALIFORNIA EMISSIONS	
		Subtotal From Additional Sheet(s):	\$ -
		Subtotal B:	\$ 5,400.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2 EXTRA KEYS/FOBS	\$ 665.00		
8' BED	\$ 179.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$ 844.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 3%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C):

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 34,154.75	=	Subtotal D:	\$ 34,154.75
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E. H-GAC Order Processing Charge (Amount Per Current Policy): Subtotal E: \$ -

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 1587 MILES X 1 UNIT \$1095.00 EACH	\$ 1,095.00		
		Subtotal F:	\$ 1,095.00

Delivery Date: 120 DAYS **G. Total Purchase Price (D+E+F):** \$ 35,249.75

Attachment: Exhibit U - Cowboy CDJR - Ram 3500 Crew Cab 4x4 Long Bed (2823 : AWARD TO CHASTANG FORD, COWBOY

Exhibit V



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

VE11-13

Date Prepared:

10/31/201

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	MORENO VALLEY, CALIFORNIA	Contractor:	COWBOY CDJR
Contact Person:	BOB LINTON	Prepared By:	JARROD RUNNELS
Phone:	951-413-3174	Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:	bobl@moval.org	Email:	fleetsales@outlook.com

Product Code:	J19	Description:	2018 RAM 3500 CREW CAB & CHASSIS 4X2
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 27,167.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		2018 RAM 3500 CREW CAB AND CHASSIS 4X2 60" CA	
ESA 6.4L V8 HD HEMI	\$ -	6.4L V8 HEMI, 6 SPD AUTO TRANS	
		PW7 BRIGHT WHITE	
		VINYL 40/20/40 SEATING, RUBBER FLOORS	
		POWER WINDOWS/LOCKS	
DISCOUNT	\$ (10.25)	34 SERVICE BODY 60" CA	\$ 8,723.00
UA1 UCONNECT 3.0 BLUETOOTH	\$ 195.00	108' LONG BODY	\$ -
AR9 SINGLE REAR WHEEL GROUP	\$ (400.00)	120 -150 DAYS ARO	
TBB FULL SIZE SPARE TIRE	\$ 350.00		
TOW PACKAGE WILL NEED TO IN BODY QUOTE		Subtotal From Additional Sheet(s):	\$ -
TRAILER TOW N/A ON CAB AND CHASSIS		Subtotal B:	\$ 8,857.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
CONCESSION DIFFERENCE	\$ 865.00	LADDER RACK FORKLIFT	\$ 774.00
2 EXTRA KEYS/FOBS	\$ 665.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$ 2,304.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: ()

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 38,328.75	=	Subtotal D:	\$ 38,328.75
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: \$ -

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 1587 MILES X 1 UNIT \$1095.00 EACH	\$ 1,095.00		
		Subtotal F:	\$ 1,095.00

Delivery Date: 120 DAYS **G. Total Purchase Price (D+E+F):** \$ 39,423.75

Attachment: Exhibit V - Cowboy CDJR - Ram 3500 Crew Cab Chassis 4x2 with Utility Bed (2823 : AWARD TO CHASTANG FORD, COWBOY



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

VE11-13

Date Prepared:

10/31/201

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	MORENO VALLEY, CALIFORNIA	Contractor:	COWBOY CDJR
Contact Person:	BOB LINTON	Prepared By:	JARROD RUNNELS
Phone:	951-413-3174	Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:	bobl@moval.org	Email:	fleetsales@outlook.com

Product Code:	J18	Description:	2017 RAM 3500 REGULAR CAB AND CHASSIS 4X2 DD3L64
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 25,479.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
6.4L HEMI	INC	2017 RAM 3500 REGULAR CAB AND CHASSIS DRW	
UA1 UCONNECT 3.0 BLUETOOTH	\$ 195.00	6.4L V8 HEMI, 6 SPD AUTO TRANS	
AJH REMOTE POWER AND ENTRY GROUP	\$ 850.00	PW7 BRIGHT WHITE	
5% DISCOUNT ON FACTORY OPTIONS	\$ (84.50)	VINYL 40/20/40 SEATING, RUBBER FLOORS	
SPARE TIRE	\$ 350.00	POWER WINDOWS/LOCKS	
34 WESTERN FLAT BED 8x10 PER SCELZI #133027	\$ 7,235.00	DUAL REAR WHEEL	
17 TOMMYGATE GC-92-1350	\$ 2,895.00	60" CA	
DISCOUNT ON BODY AND LIFTGATE	\$ (851.00)	120-150 DAYS ARO	
XHC TRAILER BRAKE CONTROLLER	\$ 295.00	MORENO VALLEY TO TAK DELIVERY FROM	
TOW PACKAGE WILL NEED TO BE IN BODY QUOTE		SCELZI AFTER BODIES ARE INSTALLED	
TRAILER TOW N/A ON CAB AND CHASSIS		Subtotal From Additional Sheet(s):	\$ -
		Subtotal B:	\$ 10,884.

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2 EXTRA KEYS/FOBS	\$ 664.00	WEIGHT CERTIFICATE	\$ 28.
	\$ -	Subtotal From Additional Sheet(s):	
		Subtotal C:	\$ 692.

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is:

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 37,055.50	=	Subtotal D:	\$ 37,055.
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: \$ -

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 1587MILES X 1 UNITS \$1095.00 EACH	\$ 1,095.00		
		Subtotal F:	\$ 1,095.

Delivery Date: 120 -150 DAYS **G. Total Purchase Price (D+E+F):** \$ 38,150.

Attachment: Exhibit W - Cowboy CDJR - Ram 3500 Std Cab Chassis 4x2 Dual Rear Wheel with Utility Bed (2823 : AWARD TO CHASTANG

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	VE11-13	Date Prepared:	10/31/2017
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This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency: MORENO VALLEY, CALIFORNIA	Contractor: COWBOY CDJR
Contact Person: BOB LINTON	Prepared By: JARROD RUNNELS
Phone: 951-413-3174	Phone: 409-895-3858
Fax:	Fax: 409-895-3884
Email: bobl@moval.org	Email: fleetsales@outlook.com

Product Code: J18	Description: 2018 RAM 3500 REGULAR CAB AND CHASSIS 4X2 DD3L64
-------------------	---

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 25,479.0

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
6.4L HEMI	INC	2018 RAM 3500 REGULAR CAB AND CHASSIS DRW	
UA1 UCONNECT 3.0 BLUETOOTH	\$ 195.00	6.4L V8 HEMI, 6 SPD AUTO TRANS	
AJH REMOTE POWER AND ENTRY GROUP	\$ 850.00	PW7 BRIGHT WHITE	
5% DISCOUNT ON FACTORY OPTIONS	\$ (84.50)	VINYL 40/20/40 SEATING, RUBBER FLOORS	
SPARE TIRE	\$ 350.00	POWER WINDOWS/LOCKS	
34 SERVICE BODY 60" CA DRW VERTICAL OPEN TOP	\$ 8,723.00	SINGLE REAR WHEEL GROUP	\$ (364.00)
		60" CA	
XHC TRAILER BRAKE CONTROLLER	\$ 295.00	120-150 DAYS ARO	
		MORENO VALLEY TO TAK DELIVERY FROM	
TOW PACKAGE WILL NEED TO BE IN BODY QUOTE		SCELZI AFTER BODIES ARE INSTALLED	
TRAILER TOW N/A ON CAB AND CHASSIS		Subtotal From Additional Sheet(s):	\$ -
		Subtotal B:	\$ 9,964.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2 EXTRA KEYS/FOBS	\$ 664.00	WEIGHT CERTIFICATE	\$ 28.00
LADDER RACK	\$ 774.00	Subtotal From Additional Sheet(s):	
		Subtotal C:	\$ 1,466.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is:

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered: 3	X	Subtotal of A + B + C:	\$ 36,909.50	=	Subtotal D:	\$ 110,728.00	
						Subtotal E:	\$

E. H-GAC Order Processing Charge (Amount Per Current Policy)

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 1587MILES X 3 UNITS \$1095.00 EACH	\$ 3,285.00		
		Subtotal F:	\$ 3,285.00

Delivery Date: 120 -150 DAYS **G. Total Purchase Price (D+E+F):** \$ 114,013

Attachment: Exhibit X - Cowboy CDJR - Ram 3500 Std Cab Chassis 4x2 with Utility Bed (2823 : AWARD TO CHASTANG FORD, COWBOY

Exhibit Y

AMENDMENT No. 1 to CONTRACT No. VE11-15
For
Current Model Cars, Light Trucks & Police Motorcycles
Between
HOUSTON-GALVESTON AREA COUNCIL
And
COWBOY MOTOR COMPANY LC

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through October 31, 2018 Midnight CT

Unless otherwise noted, this amendment shall become effective on the date signed by H-GAC.


All other terms and conditions of this Contract shall remain unchanged and in full force and effect

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for Houston-Galveston Area Council,
Houston, Texas

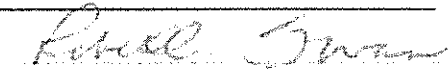

Jack Steele, Executive Director

Attest for Houston-Galveston Area Council,
Houston, Texas


Dridie Wick, Director of Public Services

Date: March 30, 2017

Signed for, Cowboy Motor Company LC



Printed Name & Title:

Robert C. Swan, Fleet Director

Date: 3/30, 20 17

Attest for Cowboy Motor Company LC



Printed Name & Title:

Mary DeAgos, Fleet Admin.

Date: 3/30, 20 17

Attachment: Exhibit Y - HGACBuy - Cowboy CDJR - Contract VE11-15 (2823 : AWARD TO CHASTANG FORD, COWBOY

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
COWBOY MOTOR COMPANY LC
Silsbee, Texas

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, Cowboy Motor Company LC hereinafter referred to as the CONTRACTOR, having its principal place of business at 1355 Highway 96 South, Silsbee, Texas 77656.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into a Current Model Cars, Light Trucks & Police Motorcycles Contract to become effective as of November 1, 2015, and to continue through October 31, 2017 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Current Model Cars, Light Trucks & Police Motorcycles offered by the CONTRACTOR. The CONTRACTOR agrees to sell Current Model Cars, Light Trucks & Police Motorcycles through the H-GAC Contract to END USERS.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:VE11-15, including any relevant suffixes
4. CONTRACTOR's Response to Bid No:VE11-15, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

H:\CONTRACTS\Current Model Cars, Light Trucks & Police Motorcycles\Cowboy Motor Company LC\VE11-15.7

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

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CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

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Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

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PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB) and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten (10) days of receipt of END USER's purchase order.

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CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.


ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

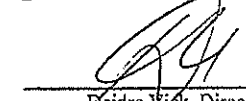
IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



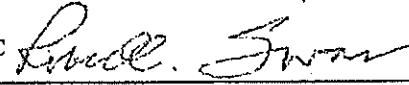
Jack Stecke, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:



Deidre Wick, Director of Public Services
Date: 11/12, 2015

Signed for Cowboy Motor Company LC
Silsbee, Texas:



Printed Name & Title:

ROBERT C. SWAN, FLEET DIRECTOR

Date: 11-9 2015

Attest for Cowboy Motor Company LC
Silsbee, Texas:



Printed Name & Title:

Mary Falgout Fleet Admin Mgr.

Date: 11-9 2015

Attachment A Cowboy Motor Company LC Current Model Cars, Light Trucks & Police Motorcycles Contract No. VE11-15						
HGAC Prod. Code	MFG.	Current Model Year Bid	Vehicle Line or Category	Mfg. Body Code	Model / Description	Base Price
B02	Chrysl	2016	Large Size	LXCH48	Chrysler 300 Limited, 4-door sedan, RWD, 3.6-Liter V6 24-Valve VVT Engine, 8-Speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$26,415.00
C02	Dodge	2016	Large Cars	LDDM48	Dodge Charger SE, 4-door, RWD, 3.6-Liter V6 24-Valve VVT Engine, 8-Speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$23,574.00
C03	Dodge	2016	Police Vehicle	LDDE48	Dodge Charger Pursuit, 4-door Large Size, RWD, 3.6-Liter V6 24-Valve VVT Engine, 5-Speed AutoStick Automatic Transmission, Complete with all manufacturer's standard equipment	\$21,964.00
C05	Dodge	2016	Compact Cars	LADH22	Dodge Challenger SXT, 2-door Compact car, rear wheel drive, 3.6-Liter V6 24-Valve VVT Engine, 8-Speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$24,881.00
C06	Dodge	2016	Minivan - 2WD	RTKH53	Dodge Grand Caravan SE, FWD, 3.6-Liter V6 24-Valve VVT Engine, 6-Speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$20,732.00
H03	Jeep	2016	Sport Utility Vehicle - 2WD	MKTE74	PATRIOT 4X2, FWD, 2.0-Liter I4 DOHC 16-Valve Dual VVT Engine, 5-Speed Manual Transmission, Complete with all manufacturer's standard equipment	\$13,706.00
H04	Jeep	2016	Sport Utility Vehicle - 2WD	MKTE49	COMPASS 4X2, FWD, 2.0L DOHC 16V dual VVT 4-Cylinder Engine, 5-Speed Manual Transmission, Complete with all manufacturer's standard equipment	\$17,042.00
H05	Jeep	2016	Sport Utility Vehicle - 2WD	KLTL74	CHEROKEE 4X2, RWD, 2.4-Liter I4 MultiAir Engine, FWD, 2.4L I4 MULTIAIR ENGINE, 9-SPD 948TE FWD/AWD AUTO TRANS, Complete with all manufacturer's standard equipment	\$19,779.00
H06	Jeep	2016	Sport Utility Vehicle - 2WD	WKTH74	GRAND CHEROKEE 4X2, RWD, 3.6L V6 24V VVT ENGINE, 8-SPD AUTO 845RE TRANS Complete with all manufacturer's standard equipment	\$27,153.00
J07	Ram	2016	Pick Up	DS1L61	1500 Regular Cab 4x2, 120.5" WB, 3.6L V6 Flex Fuel 24-Valve VVT Engine, 8-Speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$16,787.00
J08	Ram	2016	Pick Up	DS1L41	1500 Quad Cab 4X2, 140.5" WB, 3.6L V6 Flex Fuel 24-Valve VVT Engine, 8-Speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$20,770.00
J09	Ram	2016	Pick Up	DS1L98	1500 Crew Cab 4x2, 140.5" WB, 3.6L V6 Flex Fuel 24-Valve VVT Engine, 8-Speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$23,016.00
J10	Ram	2016	Police Pick Up	DS6T98	1500 Special Service, 140.5" WB, 5.7L HEMI V8 VVT Engine, 6-Speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$25,997.00
J11	Ram	2016	Regular Cab	DJ2L62	Regular Cab 2500 4X2, 140.5"WB, 5.7L V8 HEMI VVT Engine, 6-Speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$19,997.00
J12	Ram	2016	Crew cab	DJ2L91	Crew Cab 2500 4X2, 149.4"WB, 5.7L V8 HEMI VVT Engine, 6-Speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$24,602.00

Attachment A
Cowboy Motor Company LC
 Current Model Cars, Light Trucks & Police Motorcycles
 Contract No. VE11-15

HGAC Prod. Code	MFG.	Current Model Year Bid	Vehicle Line or Category	Mfg. Body Code	Model/Description	Base Price
J13	Ram	2016	Mega Cab	DJ2H81	Mega Cab 2500 4X2, 160.5"WB, 5.7L V8 HEMI VVT Engine, 6-Speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$30,982.00
J14	Ram	2016	CNG	DJ7L92	2500 Crew Cab, 27A PKG 5.7L V8 HEMI CNG Engine with VVT, 6-Speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$31,608.00
J15	Ram	2016	Regular Cab	D23L62	Regular Cab 3500 SRW 4X2, 140" WB, 5.7L V8 HEMI VVT Engine, 6-Speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$25,915.00
J16	Ram	2016	Crew cab	D23L91	Crew Cab 3500 SRW 4X2 (148.9" WB, 5.7L V8 HEMI VVT Engine, 6-Speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$27,910.00
J17	Ram	2016	Mega Cab	D23H81	Mega Cab 3500 SRW 4X2 (160 in WB 6 FT 4 IN box) 5.7L V8 HEMI VVT Engine, 6-Speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$35,640.00
J18	Ram	2016	Cab Chassis	DD3L63	Regular Cab Chassis 3500 SRW 4 x 2, 143.5" WB, 6.4-Liter V8 HD HEMI Engine, 6-Speed Automatic Transmission, GVWR 13,500#, Complete with all manufacturer's standard equipment	\$25,479.00
J19	Ram	2016	Cab Chassis	DD3L93	Crew Cab Chassis 3500 SRW 4 x 2, (172.4 in WB - CA of 60 in), 6.4-Liter V8 Heavy Duty HEMI Engine, 6-Speed Automatic Transmission, GVWR 10,500#, Complete with all manufacturer's standard equipment	\$27,167.00
PROGRAM VEHICLES (Bidder to add a third character if different pricing for different vehicles)						
L01	Ram				Under 15,000 miles	\$175.00
L02	Ram				Between 15,000 miles and 25,000 miles	\$175.00
FLOOR PLAN INTEREST & OPEN LOT INSURANCE						
M01					Floor Plan Interest (percentage per day, i.e. .05%)	0.05%
M02					Open Lot Insurance (percentage per day, i.e. .05%)	0.02%

Attachment: Exhibit Y - HGACBuy - Cowboy CDJR - Contract VE11-15 (2823 : AWARD TO CHASTANG FORD, COWBOY

Exhibit DD**Medium and Heavy Trucks & Truck Bodies**

Page 1 of 4

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
LOVE FIELD CHRYSLER DODGE JEEP RAM
Dallas, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Love Field Chrysler Dodge Jeep Ram**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 2888 West Mockingbird Lane, Dallas, Texas 75235.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Medium and Heavy Trucks & Truck Bodies** Contract to become effective as of June 1, 2016, and to continue through May 31, 2018 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Medium and Heavy Trucks & Truck Bodies** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Medium and Heavy Trucks & Truck Bodies** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **HT06-16**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **HT06-16**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

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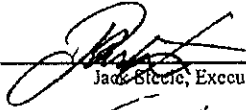
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IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



Jack Steele, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:



Deidre Vitek, Director of Public Services

Date: May 26th, 2016

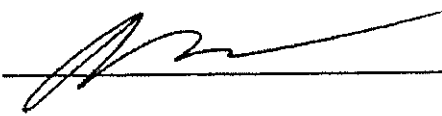
Signed for Love Field Chrysler Dodge Jeep Ram
Dallas, Texas:



Printed Name & Title: Tim Middlebrooks Government Sales

Date: May 18th, 2016

Attest for Love Field Chrysler Dodge Jeep Ram
Dallas, Texas:



Printed Name & Title: Bert Stall, Dir. Gov. Sales

Date: May 18th, 2016

Attachment A
Love Field Chrysler Dodge Jeep Ram
Medium and Heavy Trucks & Truck Bodies
Contract No.: HT06-16

MFGR	HGAC PRODUCT CODE	MODEL	OFFEROR	BASE PRICE
Ram	K1	4500 4x2 Regular Cab	Love Field DJR	\$29,400
Ram	K2	5500 4x2 Regular Cab	Love Field DJR	\$30,300

Exhibit EE

HGACBuy	CONTRACT PRICING WORKSHEET	Contract No.:	VE11-15	Date Prepared:	10/31/2017
	For MOTOR VEHICLES Only				

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	CITY OF MORENO VALLEY	Contractor:	Sam Pack's Five Star Ford
Contact Person:	BOB LINTON	Prepared By:	KEVIN MOORE JORGE GUERRA
Phone:	951-413-3174	Phone:	888.835.3389
Fax:		Fax:	972.245.5278
Email:	bobl@moval.org	Email:	bidtx@spford.com

Product Code:	E09	Description:	FORD TAURUS SE P2D END P2E
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 19650

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
 (Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
3.5L V6	INCLUDED		
AUTO TRANS	INCLUDED		
FLOOR MATS 97M	90		
DAYTIME RUNNING LIGHTS	50		
POWER LOCKS	INCLUDED		
POWER WINDOWS	INCLUDED		
OXFORD WHITE (NOT AN OPTION IN SEL)	INCLUDED		
BLACK CLOTH INTERIOR	INCLUDED		
SYNC 3 UPGRADE TO SEL 201A	4188		
DELIVERY \$2.75 X 1378 MILES	3789.5		
Subtotal From Additional Sheet(s):			
Subtotal B:			8117.5

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
 (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
TWO EXTRA KEYS	475		
GPC DIFFERENCE	660		
Subtotal From Additional Sheet(s):			
Subtotal C:			1135

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 4%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	28902.5	=	Subtotal D:	57805
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E. H-GAC Order Processing Charge (Amount Per Current Policy) **Subtotal E:** 600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
FLOOR PLAN AND LOT INSURANCE 15*.0015068X1	410		
Subtotal F:			410

Delivery Date: **G. Total Purchase Price (D+E+F):** 58815

Attachment: Exhibit EE - Sam Pack's Five Star Ford - Ford Taurus SE (2823 : AWARD TO CHASTANG FORD, COWBOY

Exhibit FF

AMENDMENT No. 1 to CONTRACT No. VE11-15
For
Current Model Cars, Light Trucks & Police Motorcycles
Between
HOUSTON-GALVESTON AREA COUNCIL
And
SAM PACK'S FIVE STAR FORD

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through October 31, 2018 Midnight CT.

Unless otherwise noted, this amendment shall become effective on the date signed by H-GAC.

All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

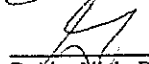
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for Houston-Galveston Area Council,
Houston, Texas



Jack Steele, Executive Director

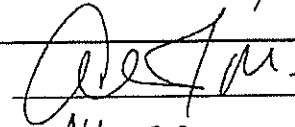
Attest for Houston-Galveston Area Council,
Houston, Texas



Deidre Wick, Director of Public Services
Date: March 31, 2017

Signed for: Sam Pack's Five Star Ford


Printed Name & Title:



Alan J. Rosner, Director
Date: 3/21, 20 17

Attest for: Sam Pack's Five Star Ford

Printed Name & Title:



Jorge Goella, Sales Manager
Date: 3/21, 20 17

Revised 6.13.12

Attachment: Exhibit FF - HGACBuy - Sam Pack's Five Star Ford - Contract VE11-15 (2823 : AWARD TO CHASTANG FORD, COWBOY

Current Model Cars, Light Trucks & Police Motorcycles

Page 1 of 4

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
SAM PACK'S FIVE STAR FORD
Carrollton, Texas

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, Sam Pack's Five Star Ford hereinafter referred to as the CONTRACTOR, having its principal place of business at 1635 Interstate Highway 35 East, Carrollton, Texas 75006.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a Current Model Cars, Light Trucks & Police Motorcycles Contract to become effective as of November 1, 2015, and to continue through October 31, 2017 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Current Model Cars, Light Trucks & Police Motorcycles offered by the CONTRACTOR. The CONTRACTOR agrees to sell Current Model Cars, Light Trucks & Police Motorcycles through the H-GAC Contract to END USERS.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:VE11-15, including any relevant suffixes
4. CONTRACTOR's Response to Bid No:VE11-15, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:

PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB) and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten (10) days of receipt of END USER's purchase order.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

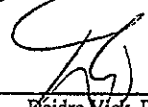
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

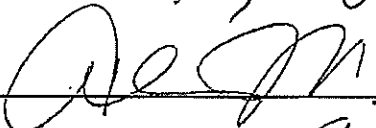
Signed for Houston-Galveston
Area Council, Houston, Texas:


Jack Steele, Executive Director

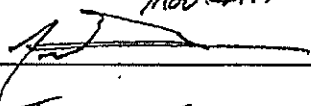
Attest for Houston-Galveston
Area Council, Houston, Texas:


Deidre Viek, Director of Public Services
Date: 11/4 2015

Signed for Sam Pack's Five Star Ford
Carrollton, Texas:


Printed Name & Title: Alan J. Rosner Fleet Director
Date: 11/4 2015

Attest for Sam Pack's Five Star Ford
Carrollton, Texas:


Printed Name & Title: Jorge Guzman Fleet mgr.
Date: 11/4 2015

Attachment: Exhibit FF - HGACBuy - Sam Pack's Five Star Ford - Contract VE11-15 (2823 : AWARD TO CHASTANG FORD, COWBOY

Attachment A
Sam Pack's Five Star Ford
 Current Model Cars, Light Trucks & Police Motorcycles
 Contract No. VE11-15

HGAC Prod. Code	MFG	Current Model Year/Bid	Vehicle Line or Category	Mfg. Body Code	Model/Description	Base Price
E01	Ford	2016	Sub-compact Sedan	P4A	Ford Fiesta S 4-door sedan, FWD, 1.6L Ti-VCT I-4 Engine, 5-speed Manual Transmission, Complete with all manufacturer's standard equipment	\$11,793.00
E02	Ford	2016	Compact Sedan	P3E	Ford Focus S 4-door sedan, FWD, 2.0L Ti-VCT GDI I-4 with Flex-Fuel, 5-Speed Manual Transmission, Complete with all manufacturer's standard equipment	\$13,218.00
E03	Ford	2016	Plug In Hybrid	P5C	Ford C-Max Energi 5-Door, FWD, 2.0L iVCT Atkinson-cycle I-4 Hybrid Engine, Electronically Controlled Continuously Variable Transmission, Lithium Ion Battery, Complete with all manufacturer's standard equipment	\$27,945.00
E06	Ford	2016	Sedan	P0G	Ford Fusion S 4-door sedan, FWD, 2.5L I-4 Engine with 6-Speed Automatic Transmission with SelectShift, Complete with all manufacturer's standard equipment	\$16,213.00
E07	Ford	2016	Sedan	P0P	Ford Fusion Energi Se 4-door, 2.0L I-4 Atkinson Engine, eCVT Transmission, Complete with all manufacturer's standard equipment	\$28,380.00
E09	Ford	2015	Full-size sedan	P2D	Ford Taurus SE 4-door sedan, FWD, 3.5L Ti-VCT V6 with 6-speed SelectShift, Automatic Transmission with Sport Mode and Shifter Button Activation, Complete with all manufacturer's standard equipment	\$18,975.00
E10	Ford	2015	Law Enforcement Sedan	P2M	Ford Police Interceptor 4-door sedan, AWD, 3.7L V6 FFV Ti-VCT, 6-speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$20,993.00
E12	Ford	2016	Crossover	K5B	Ford Flex SE 7-passenger, FWD, 3.5L Ti-VCT V6, 6-speed SelectShift Automatic Transmission, Complete with all manufacturer's standard equipment	\$21,556.00
E13	Ford	2016	Compact Sport Utility	U0F	Ford Escape S 4-door sport utility, 4x2, 2.5L Duratec I-4 Engine, 6-Speed Automatic with SelectShift, Complete with all manufacturer's standard equipment	\$17,476.00
E14	Ford	2016	Utility	K7B	Ford Explorer Base, FWD, 3.5L Ti-VCT V6, 6-Speed SelectShift Automatic Transmission, Complete with all manufacturer's standard equipment	\$23,330.00
E16	Ford	2016	Law Enforcement Sport Utility	K8A	Ford Utility Police Interceptor, AWD, 3.7L V6 Ti-VCT FFV, 6-Speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$22,687.00
E17	Ford	2016	Sport Utility	U1F/100B	Ford Expedition XL, 4x2, 3.5L V6 EcoBoost L Engine, 6-speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$27,965.00
E36	Ford	2016	Passenger Van	E1Z	Ford Transit 150 Van Low Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase: 60/40 Passenger-Side Cargo-Doors, 8,600# GVWR, Complete with all manufacturer's standard equipment	\$19,997.00
E38	Ford	2016	Passenger Van	R1Z	Ford Transit 250 Van Low Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase: 60/40 Passenger-Side Cargo-Doors, 9000# GVWR, Complete with all manufacturer's standard equipment	\$20,824.00

Attachment A Sam Pack's Five Star Ford Current Model Cars, Light Trucks & Police Motorcycles Contract No. VE11-15						
HGAC Prod Code	MEG	Current Model Year Bid	Vehicle Line or Category	Mfg. Body Code	Model/Description	Base Price
E41	Ford	2016	Passenger Van	E1C/101A	Ford Transit 150 Van Medium Roof, 3.7L TI-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase: Sliding Passenger-Side Cargo-Door, 8,600# GVWR, Complete with all manufacturer's standard equipment	\$20,924.00
PROGRAM VEHICLES (Bidder to add a third character if different pricing for different vehicles)						
L01	Ford				Under 15,000 miles	Cost plus \$500
L02	Ford				Between 15,000 miles and 25,000 miles	Cost plus \$750
FLOOR PLAN INTEREST & OPEN LOT INSURANCE						
M01				Out of stock and upfitted purchases only	Floor Plan Interest (percentage per day, i.e. .05%)	Daily .15068%
M02				Out of stock and upfitted purchases only	Open Lot Insurance (percentage per day, i.e. .05%)	Daily .15068%

Attachment: Exhibit FF - HGACBuy - Sam Pack's Five Star Ford - Contract VE11-15 (2823 : AWARD TO CHASTANG FORD, COWBOY



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.: VE11-15 Date Prepared: 10/26/201

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	MORENO VALLEY, CALIFORNIA	Contractor:	SILSBEE FORD
Contact Person:	BOB LINTON	Prepared By:	JARROD RUNNELS
Phone:	951-413-3174	Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:	bobl@moval.org	Email:	fleetsales@outlook.com

Product Code:	E08	Description:	2018 FORD FUSION HYBRID
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$ 22,241.0

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
800A ENERGI PACKAGE UPGRADE	\$ 6,505.00	2018 FORD FUSION ENERGI SE	
DISCOUNT	\$ (390.30)	OXFORD WHITE, MED LT STONE LEATHER SEATING	
		2.0L I4 / AUTO TRANS	
		REVERSE SENSING SYSTEM	
		BLUETOOTH CAPABILITY	IN
		KEYLESS ENTRY, POWER WINDOWS/LOCKS	
			Subtotal From Additional Sheet(s): \$ -
			Subtotal B: \$ 6,114.7

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PROGRAM 2 EXTRA KEYS/FOBS	\$ 390.00		
			Subtotal From Additional Sheet(s):
			Subtotal C: \$ 390.0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 1

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 28,745.70	=	Subtotal D:	\$ 28,745.7
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: \$ 600.0

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 1587MILES X 1 UNIT \$1095.00 EACH	\$ 1,095.00		
			Subtotal F: \$ 1,095.0

Delivery Date: 120 DAYS **G. Total Purchase Price (D+E+F):** \$ 30,440.7

Attachment: Exhibit GG - Silsbee Ford - Ford Fusion Hybrid (2823 : Award to Chastang Ford, Cowboy Chrysler/Dodge/JEEP/RAM,

Exhibit HH

AMENDMENT No. 1 to CONTRACT No. VE11-15
For
Current Model Cars, Light Trucks & Police Motorcycles
Between
HOUSTON-GALVESTON AREA COUNCIL
And
SILSBEE FORD INC.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through October 31, 2018 Midnight C.T.

Unless otherwise noted, this amendment shall become effective on the date signed by H-GAC.

All other terms and conditions of this Contract shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for Houston-Galveston Area Council,
Houston, Texas



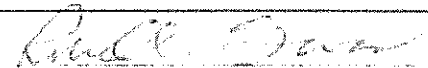
Jack Bieble, Executive Director

Attest for Houston-Galveston Area Council,
Houston, Texas



Deidre Vick, Director of Public Services
Date: March 28, 2017

Signed for: Silsbee Ford Inc.




Rodney C. Ewan, Fleet Director

Printed Name & Title:

Rodney C. Ewan, Fleet Director
Date: 3-27- . 20 17

Attest for: Silsbee Ford Inc.



Mary Margaret, Administrator

Printed Name & Title:

Mary Margaret, Administrator
Date: 3/27 . 20 17

Attachment: Exhibit HH - HGACBuy - Silsbee Ford - Contract VE11-15 (2823 : AWARD TO CHASTANG FORD, COWBOY

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
SILSBEE FORD INC.
Silsbee, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Silsbee Ford Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 1211 United States Highway 96 North, Silsbee, Texas 77656.

ARTICLE 1:**SCOPE OF SERVICES**

The parties have entered into a **Current Model Cars, Light Trucks & Police Motorcycles Contract** to become effective as of November 1, 2015, and to continue through October 31, 2017 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Current Model Cars, Light Trucks & Police Motorcycles** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Current Model Cars, Light Trucks & Police Motorcycles** through the **H-GAC Contract** to **END USERS**.

ARTICLE 2:**THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:VE11-15, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No:VE11-15, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3:**LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4:**APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5:**INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6:**END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC Contract**. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC contract**. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:

PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB) and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten (10) days of receipt of END USER's purchase order.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD (IF APPLICABLE)

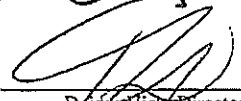
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

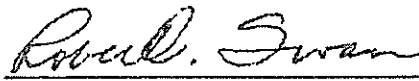
Signed for Houston-Galveston
Area Council, Houston, Texas:


Jack Steele, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:

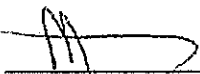

David Vick, Director of Public Services
Date: 11-11, 2015

Signed for Silsbee Ford Inc.
Silsbee, Texas:



Printed Name & Title: ROBERT C. SWAN, FLEET DIRECTOR
Date: 11-5 2015

Attest for Silsbee Ford Inc.
Silsbee, Texas:



Printed Name & Title: Mary Fulgot Fleet Admin Mgr.
Date: 11-5 2015

Attachment A Silsbee Ford, Inc. Current Model Cars, Light Trucks & Police Motorcycles Contract No. VE11-15						
HGAC Prod. Code	MFG.	Current Model Year Bld	Vehicle Line or Category	Mfg. Body Code	Model / Description	Base Price
E04	Ford	2016	Hybrid	P5A	Ford C-Max Hybrid SE, FWD, 2.0L iVCT Atkinson-cycle I-4 Hybrid Engine, Electronically Controlled Continuously Variable Transmission, Lithium Ion Battery, Complete with all manufacturer's standard equipment	\$20,933.00
E05	Ford	2016	Coupe	P8A	Ford Mustang V6 2-door coupe, Independent Rear Suspension, 3.7L Ti-VCT V6, 6-speed Manual, Complete with all manufacturer's standard equipment	\$20,426.00
E08	Ford	2016	Hybrid Sedan	P0U	Ford Fusion S Hybrid 4-door sedan, FWD, Engine -- 2.0L iVCT Atkinson Cycle I-4 Hybrid Engine, CVT Transmission, Complete with all manufacturer's standard equipment	\$21,931.00
E11	Ford	2015	Crossover	K3G	Ford Edge SE 5-passenger crossover, FWD, Twin-scroll 2.0-liter EcoBoost Engine, 6-speed SelectShift Automatic Transmission, Complete with all manufacturer's standard equipment	\$23,841.00
E18	Ford	2016	Sport Utility	U1H/200A	Ford Expedition XLT, 4x2, 3.5L V6 EcoBoost I. Engine, 6-speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$33,993.00
E19	Ford	2016	Sport Utility	U1K/100A	Ford Expedition Limited, 4x2, 3.5L V6 EcoBoost I. Engine, 6-speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$42,742.00
E20	Ford	2016	Sport Utility	U1H/401A	Ford Expedition King Ranch, 4x2, 3.5L V6 EcoBoost® I. Engine, 6-speed Automatic Transmission, Complete with all manufacturer's standard equipment	\$46,664.00
E21	Ford	2015	Pickup	F1C/100A	Ford F150 XL Regular Cab, 4x2, 3.5L V6 Ti-VCT with Flex-fuel Capability, Electronic Six-Speed Automatic Transmission, 6.5' box, 6450# GVWR, Complete with all manufacturer's standard equipment	\$17,971.00
E22	Ford	2015	Pickup	X1C/100A	Ford F150 XL Supercab pickup, 4x2, 3.5L V6 Ti-VCT with Flex-Fuel Capability, Electronic Six-Speed Automatic Transmission, 6.5' box, 6700# GVWR, Complete with all manufacturer's standard equipment	\$19,181.00
E23	Ford	2015	Pickup	W1C/100A	Ford F150 XL Supercrew pickup, 4x2, 3.5L V6 Ti-VCT with Flex-Fuel Capability, Electronic Six-Speed Automatic Transmission, 5.5' box, 6800# GVWR, Complete with all manufacturer's standard equipment	\$20,220.00
E25	Ford	2016	Pickup	X2A/600A	Ford F250 XL Supercab pickup, 4x2, 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel), Six-Speed Automatic Transmission w/SelectShift, 6.75' box, 9900# GVWR, Complete with all manufacturer's standard equipment	\$22,678.00
E26	Ford	2016	Pickup	W2A/600A	Ford F250 XL Crew Cab pickup, 4x2, 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel), Six-Speed Automatic Transmission w/SelectShift, 6.75' box, 10,000# GVWR, Complete with all manufacturer's standard equipment	\$23,024.00
E27	Ford	2016	Pickup	F3A/610A	Ford F350 XL Regular Cab SRW, 4x2, 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel), Six-Speed Automatic Transmission w/SelectShift, 8' box, 10,000# GVWR, Complete with all manufacturer's standard equipment	\$21,621.00
E28	Ford	2016	Pickup	X3A/610A	Ford F350 XL Supercab SRW, 4x2, 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel), Six-Speed Automatic Transmission w/SelectShift, 6.5' box, 10,000# GVWR, Complete with all manufacturer's standard equipment	\$23,881.00

Attachment A
Silsbee Ford, Inc.
 Current Model Cars, Light Trucks & Police Motorcycles
 Contract No. VE11-15

HGAC Prod. Code	MFG.	Current Model Year Bid	Vehicle Line or Category	Mfg. Body Code	Model / Description	Base Price
E29	Ford	2016	Pickup	W3A/610A	Ford F350 XL Crew Cab SRW, 4x2, 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel), Six-Speed Automatic Transmission w/SelectShift, 6.5' box, 10,200# GVWR, Complete with all manufacturer's standard equipment	\$25,886.00
E31	Ford	2016	Pickup	X3C/620A	Ford F350 XL Supercab DRW, 4x2, 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel), Six-Speed Automatic Transmission w/SelectShift, 8' bed, 13,300# GVWR, Complete with all manufacturer's standard equipment	\$24,913.00
E32	Ford	2016	Pickup	W3C/620A	Ford F350 XL Crew Cab DRW, 4x2, 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel), Six-Speed Automatic Transmission w/SelectShift, 8' bed, 13,300# GVWR, Complete with all manufacturer's standard equipment	\$27,028.00
E33	Ford	2016	Cab and Chassis	F3G/640A	Ford F350 XL Regular Cab and Chassis DRW, 4x2, 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel), Six-Speed Automatic Transmission w/SelectShift, 60" CA, 13,300# GVWR, Complete with all manufacturer's standard equipment	\$22,622.00
E34	Ford	2016	Cab and Chassis	X3G/640A	Ford F350 XL Supercab and Chassis DRW, 4x2, 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel), Six-Speed Automatic Transmission w/SelectShift, 60" CA, 13,300# GVWR, Complete with all manufacturer's standard equipment	\$24,542.00
E35	Ford	2016	Cab and Chassis	W3G/640A	Ford F350 XL Crew Cab and Chassis DRW, 4x2, 6.2L V8 gas/E85, automatic transmission, 60" CA, 13,300# GVWR, Complete with all manufacturer's standard equipment	\$24,438.00
E37	Ford	2016	Passenger Wagon	K1Z	Ford Transit 150 Wagon XL Low Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase: 60/40 Passenger-Side Cargo-Doors, 8,550# GVWR, Complete with all manufacturer's standard equipment	\$22,446.00
E39	Ford	2016	Passenger Van	W2Z	Ford Transit 350 Van Low Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase: 60/40 Passenger-Side Cargo-Doors, 9,500# GVWR, Complete with all manufacturer's standard equipment	\$24,148.00
E40	Ford	2016	Passenger Wagon	X2Z	Ford Transit 350 Wagon XL Low Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase: 60/40 Passenger-Side Cargo-Doors, 9,000# GVWR, Complete with all manufacturer's standard equipment	\$25,786.00
E42	Ford	2016	Passenger Wagon	K1C/301A	Ford Transit 150 Wagon XL Medium Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase: Sliding Passenger-Side Cargo-Door, 8,550# GVWR, Complete with all manufacturer's standard equipment	\$23,923.00
E43	Ford	2016	Passenger Van	RIC/101A	Ford Transit 250 Van Medium Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase: Sliding Passenger-Side Cargo-Door, 9,000# GVWR, Complete with all manufacturer's standard equipment	\$21,721.00

Attachment A Silsbee Ford, Inc. Current Model Cars, Light Trucks & Police Motorcycles Contract No. VE11-15						
HGAC Prod. Code	MFG.	Current Model Year/Bid	Vehicle Line or Category	Mfg. Body Code	Model/Description	Base Price
E44	Ford	2016	Passenger Van	W2C/101A	Ford Transit 350 Van Medium Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase: Sliding Passenger-Side Cargo-Door, 9,500# GVWR, Complete with all manufacturer's standard equipment	\$24,624.00
E45	Ford	2016	Passenger Wagon	X2C/301A	Ford Transit 350 Wagon XL Medium Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase: Sliding Passenger-Side Cargo-Door, 9,500# GVWR, Complete with all manufacturer's standard equipment	\$26,910.00
E46	Ford	2016	Passenger Van	R2X	Ford Transit 250 Van High Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase: Sliding Passenger-Side Cargo-Door, 9000# GVWR, Complete with all manufacturer's standard equipment	\$24,999.00
E47	Ford	2016	Passenger Van	W2X	Ford Transit 350 Van High Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase: Sliding Passenger-Side Cargo-Door, 9500# GVWR, Complete with all manufacturer's standard equipment	\$25,667.00
E48	Ford	2016	Passenger Wagon	X2X	Ford Transit 350 Wagon XL High Roof, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase: Sliding Passenger-Side Cargo-Door, 9000# GVWR, Complete with all manufacturer's standard equipment	\$28,281.00
E49	Ford	2016	Passenger Van	F4X	Ford Transit 350 HD DRW Van High Roof, 3.5L EcoBoost V6, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase Extended-Length: Sliding Pass-Side Cargo-Door, 9950# GVWR, Complete with all manufacturer's standard equipment	\$28,883.00
E50	Ford	2016	Passenger Wagon	S4X	Ford Transit 350 HD DRW Wagon Medium Roof, 3.5L EcoBoost V6, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase Extended-Length: Sliding Pass-Side Cargo-Door, 10,360# GVWR, Complete with all manufacturer's standard equipment	\$29,271.00
E51	Ford	2016	Passenger Wagon	U4X	Ford Transit 350 HD DRW Wagon Medium Roof, 3.5L EcoBoost V6, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase Extended-Length: Sliding Pass-Side Cargo-Door, 10,360# GVWR, Complete with all manufacturer's standard equipment	\$30,630.00
E52	Ford	2016	Cutaway	R5P	Ford Transit 250 SRW Cutaway, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase, 9000#, Complete with all manufacturer's standard equipment	\$17,429.00
E53	Ford	2016	Cab Chassis	R5Z	Ford Transit 250 SRW Chassis Cab, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase, 9000# GVWR, Complete with all manufacturer's standard equipment	\$17,501.00

Attachment A
Silsbee Ford, Inc.
 Current Model Cars, Light Trucks & Police Motorcycles
 Contract No. VE11-15

HGAC Prod. Code	MFG.	Current Model Year Bid	Vehicle Line or Category	Mfg. Body Code	Model / Description	Base Price
E54	Ford	2016	Cutaway	W7P	Ford Transit 350 SRW Cutaway, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase, 9500# GVWR, Complete with all manufacturer's standard equipment	\$17,246.00
E55	Ford	2016	Cab Chassis	W7Z	Ford Transit 350 SRW Chassis Cab, 3.7L Ti-VCT V6, E85 Flex-Fuel Capable, 6-Speed Automatic Overdrive with SelectShift, Long Wheelbase, 9500# GVWR, Complete with all manufacturer's standard equipment	\$18,148.00
E56	Ford	2016	Cutaway	F6P	Ford Transit 350 HD DRW Cutaway, 3.5L EcoBoost V6, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase, 9950# GVWR, Complete with all manufacturer's standard equipment	\$18,289.00
E57	Ford	2016	Cab Chassis	F6Z	Ford Transit 350 HD DRW Chassis Cab, 3.5L EcoBoost V6, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase, 9950# GVWR, Complete with all manufacturer's standard equipment	\$19,119.00
E58	Ford	2016	Cutaway	S6P	Ford Transit 350 HD DRW Cutaway, 3.5L EcoBoost V6, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase, 10,360# GVWR, Complete with all manufacturer's standard equipment	\$18,881.00
E59	Ford	2016	Cab Chassis	S6Z	Ford Transit 350 HD DRW Chassis Cab, 3.5L EcoBoost V6, 6-Speed Automatic Overdrive with SelectShift, Regular Wheelbase, 10,360# GVWR, Complete with all manufacturer's standard equipment	\$18,998.00
E60	Ford	2016	Cargo Van	S6E/100A	Ford Transit Connect Van XL SWB, FWD, 2.5L Duratec I-4 Gas Engine, 6-Speed SelectShift Automatic Transmission, Complete with all manufacturer's standard equipment	\$18,613.00
E61	Ford	2016	Cargo Van	S9E/200A	Ford Transit Connect Wagon XL LWB, FWD, 2.5L Duratec I-4 Gas Engine, 6-Speed SelectShift Automatic Transmission, Complete with all manufacturer's standard equipment	\$20,823.00
PROGRAM VEHICLES (Bidder to add a third character if different pricing for different vehicles)						
L01	Ford				Under 15,000 miles	\$150.00
L02	Ford				Between 15,000 miles and 25,000 miles	\$150.00
FLOOR PLAN INTEREST & OPEN LOT INSURANCE						
M01					Floor Plan Interest (percentage per day, i.e. .05%)	0.05%
M02					Open Lot Insurance (percentage per day, i.e. .05%)	0.02%

Attachment: Exhibit HH - HGACBuy - Silsbee Ford - Contract VE11-15 (2823 : AWARD TO CHASTANG FORD, COWBOY



Southwest Traffic Systems, Inc.

Quotation

DATE	BID DATE	SALESPERSON
November 14 th , 2017		Jason Shadle
OWNER	PROJECT NAME	Email: jshadle@southwesttraffic.com
		Phone: (951) 704-3586

Item No.	Qty	Description	Price/Each	Extended
1	46	970L-5309-1416 Includes: (13) 3LED Amber Lamps (Front/Rear) (4) Dual Color Amber/White Corners (3) Scene Lights (Front) (2) Scene Lights (Rear) (2) High Intensity Alley's Also Includes: *Adjustable Mounting Bracket 15' Digital Cable	\$1,650.00/ea	\$75,900.00
2	92	UCLED-20-W Corner LED's	\$59.00/ea	\$5,428.00
3	92	RECT-16LS-A/W	\$75.00/ea	\$6,900.00
4	46	940L-SIREN-R Controller	\$275.00/ea	\$12,650.00
5	46	Installation @ MV Yard	\$700.00/ea	\$32,200.00
		Sub-Total		\$133,078.00
		Tax @ 7.75%		\$7,818.05
		Shipping		Included
		Total		\$140,896.05

Quotation Valid for 45 Days

Delivery: 30 Days

Terms: NET 30 (OAC)

Thank You,

Southwest Traffic Systems

1934 E. Clubhouse Dr., Phoenix, AZ. 85048

*Distributors of Trafficware, Naztec, Tomar, Clary, COHU & RTC

Attachment: Exhibit II - Southwest Traffic Systems - Light Bar 970L & 940L (2823 : AWARD TO CHASTANG FORD, COWBOY



Southwest Traffic Systems, Inc.

Quotation

DATE	BID DATE	SALESPERSON
November 14 th , 2017		Jason Shadle
OWNER	PROJECT NAME	Email: jshadle@southwesttraffic.com
		Phone: (951) 704-3586

Item No.	Qty	Description	Price/Each	Extended
1	1	BCN-CR1B-A		\$475.00
2	4	RECT-16LS-A/W	\$75.00/ea	\$300.00
3	1	Install - Labor		\$350.00
		Sub-Total		\$1,125.00
		Tax @ 8.75%		\$67.81
		Shipping		\$30.00
		Total		\$1,222.81

Quotation Valid for 60 Days
Delivery: 30 Days
Terms: NET 30 (OAC)

Thank You,
 Southwest Traffic Systems
 1934 E. Clubhouse Dr., Phoenix, AZ. 85048
 *Distributors of TRAFFICWARE, NAZTEC, TOMAR, CLARY, COHU & RTC

Attachment: Exhibit JJ - Southwest Traffic Systems - RECT-16LS-AW & BCN-CR1B-A (2823 : AWARD TO CHASTANG FORD, COWBOY



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, Public Works Director/City Engineer

AGENDA DATE: December 5, 2017

TITLE: AWARD TO HAAKER EQUIPMENT COMPANY FOR THE REPLACEMENT PURCHASE OF ONE VACTOR STORM DRAIN MAINTENANCE VACUUM TRUCK ON A 2018 FREIGHTLINER CHASSIS

RECOMMENDED ACTION

Recommendations:

1. Award to Haaker Equipment Company , for the purchase of one 2018 Freightliner with a Vactor body, Model CNG 2112 Plus, and:
2. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to Haaker Equipment Company in the amount of \$511,879.31.

SUMMARY

This report recommends approval to purchase a storm drain maintenance vacuum truck to replace an existing 2009 Sterling model vactor truck that will come to the end of its useful life by 2019. This purchase is funded through Capital Equipment Replacement funds appropriated within General Fund, and was approved in the FY 2017/18 – 2018/19 Operating Budget by the City Council on May 2, 2017.

DISCUSSION

The unit to be replaced is a Model 2009 Sterling storm drain maintenance vacuum truck. Due to extended lead times required for manufacturing this type of equipment, replacement will coincide with the normal life cycle conclusion of the current equipment. This vehicle is critical to the street maintenance operations. Replacement of this vehicle is imperative to maintain catch basin maintenance services. City Council approved an appropriation of \$2,547,650 on May 2, 2017 for fleet replacement from account 1010-

70-78-45370-660322.

Although other storm drain maintenance vacuum truck manufacturers are available for competitive award, the Vactor brand is best suited for the City. The reasons the Vactor is the best unit for the City is:

1. Equipment design is one with which in-house Vehicle/Equipment maintenance staff has familiarity, and was designed to reduce maintenance down time
2. Parts and warranty repair consistency with a local available vendor

Per the Moreno Valley Municipal Code, Section 3.12.260, "Where advantageous for the City and to the extent consistent with state law, the City Manager may authorize the Financial & Administrative Services Director or the Purchasing Manager to purchase supplies, materials, equipment or contractual services through legal, competitively awarded contracts with or of other governmental jurisdictions or public agencies, including California Multiple Award Schedules (CMAS) commonly referred to as "piggybacking," without further contracting, solicitation or formal bidding as described in this chapter. (Ord. 624 § 1.7, 2003; Ord. 587 § 2.1 (part), 2001)".

Staff recommends use of an existing normal cooperative agreement to execute this purchase. The NJPA Cooperative Purchasing Agreement – Contract #022014-FSC, was competitively solicited and awarded to Federal Signal Corp (Vactor Manufacturing Inc is a subsidiary of Federal Signal Corp), manufacturer of vactor cleaners and specialty equipment for the catch basin/storm drain maintenance, on March 24, 2014 and expires on March 23, 2018. Staff believes the NJPA contract provides the most competitive pricing and highest quality equipment to the City, thereby offering the best value.

ALTERNATIVES

1. Award to Haaker Equipment Company of La Verne, CA, for the purchase of a 2018 Freightliner chassis truck with Vactor CNG 2112 Plus model; and authorize the Purchasing & Facilities Division Manager to issue a purchase order to Haaker Equipment Company in the amount of \$511,879.31. **(Staff recommends this action as it is consistent with the best practice of replacing vehicles that exceed their useful life miles to support a cost-effective fleet replacement/maintenance program and provide reliable equipment for City maintenance programs.)**
2. Reject the award and purchase order in the amount of \$511,879.31 to Haaker Equipment Company for the purchase of one 2018 Freightliner chassis truck with Vactor CNG 2112 Plus and direct staff on alternative actions. **(Staff does not recommend this action as this may result in excessive maintenance costs to maintain the existing vehicle, which has exceeded its normal life-cycle, and related potential down-time of the catch basin/storm drain maintenance program supported by this vehicle.)**

FISCAL IMPACT

The City Council approved an appropriation of \$2,547,650 on May 2, 2017 for fleet replacement. These funds are in account 1010-70-78-45370-660322. No additional appropriation is required.

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared By:
Robert Lemon
Maintenance & Operations Division Manager

Department Head Approval:
Michael L. Wolfe
Public Works Director/City Engineer

Concurred By:
Rix Skonberg
Purchasing & Facilities 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.

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

1. Exhibit A - NJPA Request for Proposal #022014
2. Exhibit B - Haaker Equipment Company - Vactor CNG 2112 Plus Storm Drain Cleaner Quote

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/15/17 12:04 PM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 11:39 AM
City Manager Approval	<u>✓ Approved</u>	11/22/17 12:00 PM

Exhibit A



National Joint Powers Alliance® (herein NJPA) REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

RFP Opening

February 21, 2014

8:00 A.M. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #022014

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, and all other Public Agencies located nationally in all fifty states and potentially internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning January 9, 2014 and continuing until February 13, 2014. Details may be obtained by letter of request to Maureen Knight, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until February 20, 2014 at 4:30 p.m. Central Time at the above address and opened February 21, 2014 at 8:00 A.M. Central Time.

RFP Timeline

January 9, 2014

Publication of RFP in the print and online Minneapolis Star Tribune, in the print version of the Salt Lake News within the state of Utah, in the print and online Daily Journal of Commerce within the State of Oregon, the NJPA website, and on the website of noticetobidders.com

February 6, 2014

10:00 A.M. Central Time

Pre-Proposal Conference (webcast – conference call – Connection info sent to all inquirers two business days prior to the event)

February 13, 2014

Deadline for RFP requests and questions

February 20, 2014

4:30 P.M. Central Time

Deadline for Submission of Proposals

February 21, 2014

8:00 A.M. Central Time

Public Opening of Proposals

Direct questions regarding this RFP to:
Maureen Knight at maureen.knight@njpacoop.org or (218)895-4114

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I. INTRODUCTION

A. ABOUT NJPA

- 1.1** The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.
- 1.2** Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.
- 1.3** NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.
- 1.3.1** **Subject to Approval of the NJPA Board:** NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.
- 1.4** NJPA currently serves over 47,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

- 1.5** NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." Similar Joint Exercise of Powers Laws exists within the laws of each State of the United States. This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

- 1.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:
- 1.6.1** National cooperative contracts potentially **save the time and effort** of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace

thousands of individual RFPs for the same products/services that might have been otherwise advertised by individual NJPA member agencies.

1.6.2 NJPA contracts offer our Members nationally leveraged **volume purchasing discounts**. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

1.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

1.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

1.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Member agencies the ability to directly compare non-price factors in their procurement analysis. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

1.10. A national contract awarded by the NJPA Board of Directors: The intent of this RFP is to award a national contract by the action of the NJPA Board of Directors. This action will be influenced by the recommendation of the NJPA Proposal Evaluation Committee, and as a result of the competitive proposal and evaluation process which has been designed to reflect the best interests of NJPA and its Member agencies. NJPA is seeking the most responsive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with an award and contract, which will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA.

1.11 NJPA's primary intent is to establish and provide a national cooperative procurement contract, offering opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

1.11.1 Beyond our primary intent, NJPA further desires to:

- Award a four year term contract with a fifth year contract option resulting from this RFP;
- Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.
- Award an exclusive contract to the most responsive vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

1.12 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

1.13 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's

intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result of the responding Proposers justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

E. SCOPE OF THIS RFP

1.14 The scope, goal and intent of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of **SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP. All proposals deemed responsive will be evaluated based on their ability to provide the overall highest value to NJPA and NJPA Member agencies. One of the measures of overall highest value will be the proposed breadth and depth of products and services.

1.15 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP.

1.16 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

1.17 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like product/equipment and services solely from this Contract or from another contract source of their choice or from a contract resulting from their own procurement process.

1.18 NJPA's interest in a contract resulting from this RFP: Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

1.19 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant", products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

1.20 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor meaning the Vendor will take sole responsibility for the performance of delivered products/services. NJPA also desires sole responsibility with regard to:

1.20.1 Scope of Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

1.20.2 Vendor use of sub-contractors in sourcing or delivering product/equipment and services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the product/equipment and services being proposed. Vendor assumes all responsibility for the equipment/products and services and actions of any such Sub-Contractor.

1.21 Additional Definitions for the scope of this solicitation.

1.21.1 In addition to **SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**, this solicitation should be read to include, but not limited to:

1.21.1.1 N/A

1.21.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

1.22 Suggested Solutions Options

1.22.1 All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Members' needs and requirements with respect to the scope of this RFP.

1.22.2 With this intimate knowledge of NJPA and NJPA Members' needs, Proposers are instructed to provide their proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

1.22.3 Multiple solutions to the needs of NJPA and NJPA Members are possible. **Examples could include:**

1.22.3.1 Equipment/Products Only Solution: Equipment/products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

1.22.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

1.22.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

1.22.3.4 Proven – Accepted – Leading Edge Technology: Where appropriate and

properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

1.23 Overlap of Scope:

1.23.1 When considering equipment, products, or groups of product/equipment and services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal", please consider the validity of an inverse statement.

- For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.
- In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.
- In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

1.24 Geographic Area to be Proposed: This RFP invites proposals to provide **SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

1.25 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

1.26 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

1.27 Contract Term: At NJPA's option a contract resulting from this RFP will become effective either; 1) The date awarded by the NJPA Board of Directors, or 2) The day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

1.27.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

1.28 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

1.29 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

1.30 Largest Possible Solution: If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

1.31 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

1.32 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

1.33 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

1.33.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

1.33.2 Technical Descriptions/Specifications. Proposers must supply sufficient information to:

- Demonstrate the Proposer's knowledge of industry standards, and
- Identify the equipment/products and services being proposed, and
- Differentiate those products and services from others.

Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G.

1.34 Important note: NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

1.35 Commonly used Product/Equipment and Services: It is important that the equipment/products and services submitted are the equipment/products and services commonly used by public sector entities.

1.36 New Current Model Product/Equipment: Proposals submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

1.37 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

1.38 Delivered and operational; Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

1.39 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

1.40 Proposer's Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the purposes for which they were intended.

G. SOLUTIONS BASED SOLICITATION

1.41 NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation." This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

H. INQUIRY PERIOD

1.42 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

I. PRE-PROPOSAL CONFERENCE

1.43 Potential Proposers inquiring before the optional "Pre-Proposal Conference" will be invited via the e-mail address used to make their inquiry. The purpose of the pre-proposal conference is to allow Potential Proposers to ask questions and hear answers from their own questions and the questions of other Potential Proposers.

2. DEFINITIONS

A. PROPOSER - VENDOR

2.1 Exclusive Vendor- A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

2.2 Potential Proposer- A person or entity requesting a copy of this RFP.

2.3 Proposer- A company, person, or entity delivering a timely response to this RFP.

2.4 Vendor- One of a number of Proposers whose proposal has been awarded a contract pursuant to this RFP.

2.5 Request for Proposal- Herein referred to as RFP.

B. CONTRACT

2.6 “Contract” as used herein shall mean this RFP, pricing, and fully executed forms P, C, D and E (“Acceptance and Award”) with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

C. TIME

2.7 Periods of time, stated as number of days, shall be in calendar days.

D. PROPOSER’S RESPONSE

2.8 A Proposer’s Response is the entire collection of documents as they are received by NJPA from a Potential Proposer in response to this RFP.

E. CURRENCY

2.9 All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

F. FOB

2.10 FOB stands for “Freight On Board” and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. “FOB Destination” defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer’s designated delivery point.

2.11 FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

3. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. PRE-PROPOSAL CONFERENCE

3.1 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

B. IDENTIFICATION OF KEY PERSONNEL

3.2 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

3.3 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

3.4 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

3.5 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

D. FORMAL INSTRUCTIONS TO PROPOSERS

3.6 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

3.7 All proposals must be sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

3.8 Format for proposal response: All proposals must be physically delivered to NJPA at the above address in the following format:

3.8.1 Hard copy original signed, completed, and dated forms C,D,F, and hard copy signed signature page only from forms A and P from this RFP,

3.8.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer,

3.8.3 Certificate of insurance verifying the coverage identified in this RFP,

3.8.4 A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A,B,C,D,F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

3.9 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

3.10 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

3.11 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

3.11.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message “**Hold for Proposal Opening**”, and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

3.12 Corrections, erasures, and interlineations on a Proposer’s Response must be initialed by the authorized signer in original ink on all copies to be considered.

3.13 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

3.13.1 Proposer’s are responsible for checking directly with the NJPA website for addendums to this RFP.

3.13.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

E. QUESTIONS AND ANSWERS ABOUT THIS RFP

3.14 Upon examination of this RFP document, Proposer shall promptly notify the NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

3.15 Submit all questions about this RFP, in writing, referencing “**SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** to Maureen Knight, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Maureen Knight at (218) 895-4114. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Maureen Knight. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered.

3.16 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

3.17 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

3.18 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

3.19 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on “Current and Pending Solicitations” and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except an addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals. Each Potential Proposer shall ascertain prior to submitting a Proposal

that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

3.20 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

F. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

3.21 A submitted proposal may not be modified, withdrawn from or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened regarding this RFP. **Prior** to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Manager of Bids and Contracts. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

G. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

3.22 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

3.23 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

3.24 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of "SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

3.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

3.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA

Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

3.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

3.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

H. CERTIFICATE OF INSURANCE

3.29 Vendors shall provide evidence of liability insurance coverage identified below in the form of an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract, and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of an ACCORD binder identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

3.30 Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment C*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverage as specified.

3.31 The awarded vendor must maintain, for the duration of its contract, \$1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of \$1.5 million. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

Each Occurrence	\$1,500,000
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3.32 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

3.33 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

3.34 Subcontractors: Vendors’ certificate(s) shall include all subcontractors as additional insureds under its policies or Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

I. ORDER PROCESS AND/OR FUNDS FLOW

3.32 Please propose an order process and funds flow. Please choose from one of the following:

3.32.1 B-TO-G: The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

3.32.3 Other: Please fully identify.

I. ADMINISTRATIVE FEES

3.33 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

3.33.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction, and

3.33.2 Included in, and not added to, the pricing included in Proposer’s Response to this RFP, and

3.33.3 Designed to offset the anticipated costs of NJPA’s involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

3.33.3.1 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%.

3.34 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer’s Questionnaire.

4. PRICING STRATEGIES

4.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

4.2 RFP is an “Indefinite Quantity Product/Equipment and Related Service Price and Program Request” with potential national sales distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/equipment to which you provide a description and a price. If Proposer’s solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD along with other requested information as a part of a Proposer’s

Response.

4.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

4.4 Primary Pricing/Secondary Pricing Strategies- All Proposers will be required to submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to “Hot List,” “Sourced Product/Equipment” and “Volume Discounts,” as well as financing options such as leasing.

A. LINE-ITEM PRICING

4.5 Line-Item pricing- A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

4.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU’s (when applicable) and easily understood by the Evaluation Committee and members.

4.7 Line-Item Pricing items are to be submitted in an Excel spreadsheet format provided and are to include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

4.8 The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the “Find” function to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

4.9 All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

4.10 Proposers are asked to provide both a published “List” price as well as a “Proposed Contract Price” in their pricing matrix. “The published List” price will be the standard “quantity of one” price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

4.11 Percent Discount From Catalog, list or Category Pricing- A specific percentage discount from a “Catalogue or List Price” defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

4.12 Individualized percentage discounts can be applied to any number of defined product groupings.

4.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the product/equipment or related service.

4.14 Accessory options requested by the customer and related to the general scope of this RFP but are not under the current contract will be priced using a “Sourced Product/equipment pricing model” as

defined herein. See Section F

4.15 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published “MSRP” with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

4.16 NJPA reserves the right to review catalogs submitted to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience. New optional accessories for product/equipment and related services may be added to the Contract through the NJPA approval process at the time they become available.

C. HOT LIST PRICING

4.17 Where applicable, NJPA also invites the Vendor, at their option, to offer a specific selection of products/services, defined as a Hot List selection offer pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Providing or offering a “Hot List Selection” of equipment/products and related services is optional. Equipment/products and related services may be added or removed from the “Hot List” at any time.

4.18 Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

4.19 Hot List Program and Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product/equipment and related service descriptions and Pricing with NJPA.

D. CEILING PRICE

4.20 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. **IMPORTANT NOTE:** Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

4.21 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

E. VOLUME PRICE DISCOUNTS

4.22 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

4.23 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations,

competitively situations and provided the same manufacturer support is available to the Vendor.

4.24 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

4.25 Additional Quantities:

4.25.1 The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order.

4.25.2 Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

F. SOURCED PRODUCT/EQUIPMENT /OPEN MARKET ITEMS

4.26 NJPA or NJPA Members may from time to time, request product/equipment and/or equipment/products and related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service listing or "list or catalog." These items are known as Sourced Product/Equipment or Open Market Items.

4.27 An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

4.27.1 Identify all such equipment, products and services as "Sources Product/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member, and

4.27.2 All applicable acquisition regulations pertaining to the purchase of such equipment, products and services have been followed, as defined by NJPA or the NJPA Member receiving quotation from Vendor, and

4.27.3 NJPA or the NJPA Member has determined the prices as quoted by Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member.

G. COST PLUS A PERCENTAGE OF COST

4.28 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

H. TOTAL COST OF ACQUISITION

4.29 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be defined as:

- The cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location.

4.30 For example, if you are proposing equipment/products only (IE, FOB Proposer's dock) your proposal would identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The "Proposal should reflect that the contract does not provide for delivery beyond

Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

I. REQUESTING PRODUCT/EQUIPMENT AND RELATED SERVICE ADDITIONS/DELETIONS

4.31 Requests for product/equipment and related services, price changes, additions, deletions, or any related contract changes must be made in written form and shall be subject to approval by NJPA.

4.32 New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

4.33 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

4.34 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original RFP, and 2) in the "Best Interests of NJPA and NJPA Members." We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

4.35 Documenting the "Best Interests of NJPA and NJPA Members" when outdated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract.

4.36 Requests must be in the form of 1) an NJPA Vendor Price and Product Change Request Form which includes a request to add the product/equipment line, a general statement identifying how the products to be added are within the scope of the original RFP, and making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing. Further, provide detail as to what is being added at what price in the request form. Pending approval of your request by NJPA you will need to provide a complete re-statement of all pricing including all new prices/products AND existing prices and products/equipment.

4.37 NJPA's intent is to encourage Proposers to provide and document NJPA's due diligence in a clear and concise one page format on which we can approve and sign our acknowledgment and acceptance. This information must ultimately come from Proposers, and NJPA is requiring it in this format.

J. REQUESTING PRICING CHANGES

4.38 Price Decreases: Requests for standard Contract price decrease adjustments (percentage discount increases) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to propose their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the "Best Interests of NJPA and NJPA Members" is highly valued when we are documenting price reductions.

4.39 Price increases: Requests for standard contract price increases (or the inclusion of new generation products/equipment/services at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically

acceptable requests for price increases for existing equipment/products and services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new equipment/products and services enhance or improve on the current solutions currently offered as well as cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of ourselves and our Members.

4.40 Price Change Request Format: An awarded Proposer will use the format of a NJPA Vendor Price and Product Change Request Form to request price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum or raw material costs) by product category. Specific details for the requested price change must be attached to the request letter identifying product/services where appropriate, both current and proposed pricing. Attachments such as letters from suppliers announcing price increases are appropriate for documenting your requests here.

K. PRICE AND PRODUCT CHANGES FORMAT

4.41 All price and product change requests must be submitted using the **NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM** found at the very end of this solicitation. NJPA's due diligence regarding product and price change requests is to consider the reasonableness of the request and document consideration on behalf of our members. Submit the following documentation to request a pricing change:

4.41.1 An excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

- a. Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:
 - i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.
 - ii. Create a historical record of pricing."

L. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

4.42 Initially; and again with each request for product addition, deletion, and/or pricing change; you must state all pricing for all equipment/products and services available. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract.

4.43 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

4.44 All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

4.45 Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

M. PAYMENT TERMS

4.46 Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable to the customary method of procurement relating to the contracted product/equipment and related services.

4.47 Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used. Proposers should identify:

- General leasing terms such as:
 - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
 - The index rate being adjusted; and
 - The "Purchase Option" at lease maturity (\$1, or fair market value); and
 - The available term in months of lease(s) available.
- Leasing company information such as:
 - The name and address of the leasing company; and
 - Any ownership, common ownership, or control between the Proposer and the Leasing Company.

N. SALES TAX

4.48 Sales and other taxes, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

O. SHIPPING AND SHIPPING PROGRAM

4.49 Shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of product/equipment. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order. See "The Total Cost of Acquisition" for the equipment/products and related services.

4.50 Any shipping cost charged to NJPA or NJPA Members will be considered to be part of "proposal pricing."

4.51 Additional costs for expedited deliveries will be at the additional shipping or handling expense to the NJPA Member.

4.52 Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

4.53 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

4.54 Proposals containing restocking fees are less advantageous than those not containing re-stocking fees. That being said, certain industries cannot avoid restocking fees. Certain industries providing made to order product/equipment may not allow returns. With regard to returns and restocking fees, Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects. Where used, restocking fees in excess of 15% will be considered excessive. Restocking fees may

be waived, at the option of the Proposer/Vendor. Indicate all shipping and re-stocking fees in price program.

4.55 Proposer agrees shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

4.56 Unless specifically stated otherwise in the "Shipping Program" of a Proposer's Response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

4.57 Delivered products/equipment must be properly packaged. Damaged products/equipment will not be accepted, or if the damage is not readily apparent at the time of delivery, the products/equipment product/equipment shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the product/equipment at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the product/equipment at the time of delivery.

4.58 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA Member.

4.59 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products/equipment which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product/equipment, NJPA Member will immediately notify Vendor and the Vendor will replace non-conforming product/equipment with conforming product/equipment acceptable to the NJPA member.

4.60 Throughout the term of the Contract, Proposer agrees to pay for return shipment on product/equipment that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged product/equipment.

4.61 Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

P. NORMAL WORKING HOURS

4.62 Prices quoted are for equipment/products and services delivered during normal business hours. Normal Business hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

5. MARKETING PLAN

5.1 Internal Marketing Plan: If you are awarded a contract based on this solicitation, your sales force will be the primary source of the contract success. Your sales force needs to be aware that the value of the contract includes:

- The use of the NJPA Contract will save their customer (NJPA's Member) the time and effort of bringing a new individual Request For Proposal (RFP).
- The use of the NJPA Contract will save you and your sales force the time and effort of responding to individual Request For Proposals (RFPs).

- The use of the NJPA Contract will offer NJPA members the opportunity to have the ability to choose your company's contracted product/equipment and related services.

An award of Contract resulting from this RFP is an opportunity for the awarded Vendor to pursue commerce with, and deliver valued contracted products/equipment and related service solutions to NJPA and NJPA Members nationwide. Your internal marketing plan should serve to:

5.1.1 Identify the appropriate levels of sales management whom will need to understand the value of, and the internal procedures necessary to deliver your Contract solution to NJPA and NJPA Members through your marketing and sales efforts.

5.1.2 Identify, in general, your national footprint and dedicated feet-on-the-street sales force that will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the sale force network in terms of numbers and geographic location and distribution of the product/equipment and related services. Service may be independent of the sales of the product/equipment. Demonstrate fully the sales and service capabilities of your company through your response.

5.1.2.1 Identify whether your sales force are employees or independent contractors. Identify whether your dealers are company owned or independently owned.

5.1.3 Identify your plan for delivering training to these individuals.

5.1.3.1 Will you have your sales force or dealer network gathered at national or regional events in the near future? Does you sales force or dealer network have the ability to participate in sales training webinar or webcast events?

5.1.3.2 NJPA is prepared to provide our personnel for sales training and/or on a webinar or webcast or other methodologies to effectively reach the appropriate groups within your sales management, dealer network and sales force.

5.1.4 Sales Management Contract Training.

5.1.4.1 NJPA will commit to providing contract sales training regarding all aspects of communicating the value of the Contract itself, the authority of NJPA to offer the Contract to its Members, the value the Contract delivers to NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize NJPA procurement contracts.

5.1.4.2 Your Sales Management will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

5.2 Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the contract and its proper use and utility, and 3) the delivery of the contracted products/equipment and related services and the sales reward which creates a personal commitment to the contract. NJPA desires a marketing plan that:

5.2.1 identifies the value to a member of a delivered a competitively proposed national cooperative procurement contract that reduces the need by both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility to facilitate and responding to multiple and similar individual RFP's;

5.2.2 identifies the appropriate Vendor personnel from both management and sales staff who will be trained on the sales and marketing methods, strategy, use and utility of such a contract and a

general schedule of when and how those individuals will be trained; and

5.2.3 identifies in general how the reward system for the marketing, delivery, and service chain of the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

5.3 External Marketing Plan: NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their products/equipment and related services to NJPA current and potential members nationwide. As a part of your Marketing Plan, demonstrate your sales and service network and the capability to staff, communicate and offer the contract opportunity while demonstrating your commitment to serving NJPA and NJPA Members nationwide through the awarded contract.

5.4 The Proposer must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

5.4.1 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor’s general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA directory and other marketing publications.

5.4.2 Contract announcements and advertisements. Proposer will identify a marketing plan identifying their anticipated contract announcements, advertisements in industry periodicals, or other direct or indirect marketing activities.

5.4.3 Proposer’s Website. Proposer will identify how an Awarded Contract will be displayed on the Proposer’s website. An on-line shopping experience for NJPA and NJPA Members is desired when applicable and will be viewed as a value-added attribute to a Proposer’s Response.

5.4.4 Trade Shows. Proposer will outline their proposed involvement in the promotion of a Contract resulting from this RFP through applicable trade shows. Proposers are encouraged to identify tradeshow and other appropriate venues for the promotion of any such Contract. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows. Examples of such could include:

- NAEP National Association of Education Procurement
- I-ASBO International Association of School Business Officials
- NIGP National Institute of Government Purchasing

5.5 Proposer must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all contracted equipment/products and services to current and potential NJPA Members. NJPA reserves the right to deem a Proposer non-responsive or to waive an award based on an unacceptable marketing plan.

5.6 As a part of this response, submit a complete Marketing Plan on how you would help NJPA roll out this program to current and potential NJPA Members. NJPA requires the Awarded Vendors actively promote the Contract in cooperation with the NJPA. Proposers are advised to consider marketing efforts in the areas of 1) Website Link from Proposer’s website to NJPA’s website, 2) Attendance and participation with a display booth at national and regional trade shows and meetings when the event is

applicable to the Proposer's customer vertical, and 3) Sales team and sales training programs involving both Proposer's sales management and NJPA staff.

5.7 Facilitating NJPA Membership: Proposer should express their commitment to develop a process to establish membership status of current and potential agencies with NJPA as a part of the sales or customer communication process.

5.7.1 Membership information: Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership.

6. PROPOSAL OPENING PROCEDURE

6.1 Sealed and properly identified Proposer's Responses for this RFP entitled "**SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**" will be received by Maureen Knight, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Maureen Knight 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify "**SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**" To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

7. EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

7.1 Overall Evaluation (FORM G) - The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of those criteria by assigning possible scores for each category.

7.2 NJPA will use a 1,000 Point Evaluation System to help determine the best overall Proposer(s) selection.

7.3 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1,000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities.

7.4 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee.

7.5 To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

7.6 NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. These processes establish final points for submitted price levels.

7.7 The procurement activities of the NJPA Proposal Evaluation Committee are limited to document preparation, answering Proposer questions, advertising the solicitation, distribution of this RFP upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

B. PROPOSER RESPONSIVENESS

7.8 Proposer's Response received after the deadline for submission will be invalid and returned to the Potential Proposer unopened.

7.9 An essential part of the proposal evaluation process is an evaluation to qualify the Proposer being considered. All proposals must contain answers or responses to the information requested in the proposal forms. Any Proposer failing to provide the required documentation may be considered non-responsive.

7.10 Deviations or exceptions stipulated in Proposer's Response may result in the proposal being classified as non-responsive.

7.11 To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

7.12 The Proposal Evaluation Committee shall utilize the evaluation criteria indicated in section 7.14 below. The following items constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. If these are not received your response may be disqualified as non-responsive. Level One Responsiveness includes:

1. The proposal response is received prior to the deadline for submission.
2. The proposal package was properly addressed and identified as a sealed proposal with a specific opening date and time.
3. The proposal response contains the required certificate of liability insurance, pricing document (with apparent discounts), answer to the level of discount (Form P, question 19) and all forms fully completed even if "not applicable" is the answer.
4. The proposal response contains original signed, completed and dated RFP forms C, D, and F hard copy signed signature page only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP.
5. The proposal response contains an electronic copy (CD or flash drive) of the entire response.

7.13 "Level 2" responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

7.14 Reduction of Evaluation Points. The following items will be sufficient cause to reduce evaluation points.

7.14.1 If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the

scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

7.15 Evaluation Criteria: Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this RFP as defined by industry standards.
2. Prior knowledge of and experience with a Proposer in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of NJPA and NJPA Members.
4. Evaluation of Proposer's ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Proposer.
6. Nature and extent of company data furnished in Proposer's Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service to NJPA type customers.
9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting shipping and delivery expectations of contracted products/ services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.
15. Favorable bond rating and applicable industry standard licensing ability.
16. Past market place successes and brand recognition.
17. Demonstrated warranty and product/service responsibility.
18. Possesses qualifications as a responding Proposer that meets or exceeds those set within the solicitation.
19. Information from government and education references and past performance information including past agency approval.
20. Demonstrates that they offer the most current industry standard equipment/products and related services and/or services.
21. Demonstrates financial stability as a company and a favorable banking line of credit.
22. Demonstrates their equipment/products and related services proposed meet and/or exceed industry standards accepted by educational or governmental agencies nationally.
23. Demonstrates market place success and their past performance exhibits an acceptable reputation nationally within the government and education market place.
24. Demonstrates that the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support equipment/products and related services offered to government and education and related agencies.
25. Response's conformance to terms and conditions as described in the solicitation, including documentation.
26. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded NJPA Contract.
27. Has provided all of the required and applicable documentation required i.e. insurance certificates, licenses, and/or registration certificates required to do business nationally.
28. Line-Item Pricing, or acceptable pricing model in approved excel format, listing of all of the proposed equipment/products and related services and warranty provisions with their associated units of costs.
29. Hot List Pricing equipment/products and related services in a Line-Item Pricing format (when applicable).
30. Contract Pricing submitted as requested to include selection of products/equipment and related services in a Line-Item Pricing and/or Percentage Discount from a published gov/ed price list or Catalog.

D. OTHER CONSIDERATION

7.16 Consideration will be given in the award based on the completion and degree of information provided regarding available products/equipment, and accessories, and related services as well as, applicable parts of the Proposer Information and Questionnaire.

7.17 The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the product/equipment, related services or related products/equipment offered.

7.18 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

7.19 The fact a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent and scope of this RFP will not be considered sufficient cause to adjudge this RFP as restrictive.

7.20 Consideration will be given in the proposal evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. A positive review will reflect the ability of the Proposer to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members comfort and assurance understanding that the proposer accepts the sole source of responsibility of the response to the scope of this RFP.

7.21 Consideration will also be given to proposals demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

7.22 Strong consideration will be given to a Proposer's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

7.23 Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

7.24 The Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

7.25 Proposer's financial strength and stability is requested and reviewed to get a general feel for the size, strength, and probable scope of the Proposer.

7.26 NJPA reserves the right to reject the Proposer's Response of the apparent successful Proposer where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this RFP and potential Contract.

7.27 NJPA shall reserve the right to reject any or all proposals. NJPA also reserves the right to reject a proposal not accompanied by required certificate of insurance, other data required by this RFP, or if a Proposer's Response is incomplete or irregular. The NJPA shall reject all proposals where there has been proven or suspicion of collusion among the Proposers.

E. COST COMPARISON

7.28 NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

7.29 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Proposer will receive the full point value and all other Proposers will receive points as follows: Lowest price Proposal = 5 (where there are five proposers), and inferior proposals = 4, 3, 2, 1 points each. The Total Score for each proposer will be the sum of all points earned. The result of this process shall not be the sole determination for award.

F. PRODUCT TESTING

7.30 NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

G. PAST PERFORMANCE INFORMATION

7.31 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

H. WAIVER OF FORMALITIES

7.32 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

8. POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

8.1 Purchase Order- Purchase Orders for product/equipment and related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

8.2 Governing Law- Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase

Order(s) shall be a court of competent jurisdiction to the Purchaser.

8.3 Additional Terms and Conditions- Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

8.4 Specialized Service Requirements- In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

8.5 Performance Bond- At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

8.6 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the member or the vendor.

C. REPORTING OF SALE ACTIVITY

8.7 A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, and a description of the items purchased.

8.7.1 Zero sales reports: Awarded Vendors are responsible for providing a quarterly sales report of contract sales EVERY QUARTER regardless of the existence or amount of sales.

D. AUDITS

8.8 During the Term, however no more than once per calendar year, Vendor(s) may be required to make available to NJPA at the Vendor's corporate offices (during normal business hours) the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract.

NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

8.9 Hub Partner: Where applicable, NJPA Members may, from time to time, request to be served in some way through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits, or other considerations.

8.10 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member provide that:

8.10.1 The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and

8.10.2 To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

F. TRADE-INS

8.11 Where Appropriate, the value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

G. OUT OF STOCK NOTIFICATION

8.12 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s).

- The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order.
- Under no circumstance is Proposer permitted to make unauthorized substitutions.
- Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

8.13 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;

- The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract;
- The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales;
- The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.
- In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

8.14 Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

Step 1: Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.

Step 2: Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.

Step 3: Issue letter to cancel Contract for cause.

8.15 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

8.16 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

8.17 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract. Prior to commencing services under this Contract, the Proposer/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

8.18 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.19 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

8.20 Events of Automatic termination to include:

- Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF RFP

9.1 NJPA shall advertise this solicitation 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) Once each in Oregon's Daily Journal of Commerce; and Utah's Salt Lake Tribune, and the Desert News 3) it shall be placed on a national wire service and website by the MINNEAPOLIS STAR TRIBUNE, 4) it shall be posted on NJPA's website, 5) it shall be posted to the "Noticetobidders.com" website, and 6) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync.

NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

9.2 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

C. APPLICABLE LAW

9.3 NJPA Compliance with Minnesota Procurement Law: Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

9.4 Governing Law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

9.5 Jurisdiction: Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

9.5.1 Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

9.6 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

9.7 Applicable Laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and

to abide by them.

9.8 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

9.9 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

9.10 Patent and Copyright infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whatsoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

D. ASSIGNMENT OF CONTRACT

9.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vendor. After issuance the awarded Contract may be reassigned to a comparable and acceptable Vendor at the discretion of NJPA.

9.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

E. LIST OF PROPOSERS

9.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

9.14 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

G. DATA PRACTICES

9.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

- make the request within thirty days of award/non-award, and include the appropriate statutory justification. The NJPA Legal Department shall review the statement to determine whether the

information shall be withheld. If the NJPA determines to disclose the information, the Contracts department of the NJPA shall inform the Proposer, in writing, of such determination

- defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information are in possession of the NJPA. Proposer can redact additional nonpublic information at any time after the evaluation process if appropriate legal justification is provided.

H. ENTIRE AGREEMENT

9.16 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract.

9.17 A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award Form document (see Form E).

I. FORCE MAJEURE

9.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

J. GRATUITIES

9.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA are deemed to be excessive with a view or demonstrated intent toward securing a contract or with respect to the performance of a pending or awarded Contract.

K. HAZARDOUS SUBSTANCES

9.20 Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

L. LEGAL REMEDIES

9.21 All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is located and domiciled.

M. LICENSES

9.22 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

9.23 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

N. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

9.24 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

9.25 Awarded Vendors under this RFP will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for equipment/products and related services and products/equipment and related services provided by third-party sourcing or service providers.

O. NON-WAIVER OF RIGHTS

9.26 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

P. PROTESTS OF AWARDS MADE

9.27 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative (you must document the authority of the Representative);
3. Identification of the solicitation by RFP number;
4. Identification of the statute or procedure that is alleged to have been violated;
5. A precise statement of the relevant facts;
6. Identification of the issues to be resolved;
7. The aggrieved party's argument and supporting documentation;
8. The aggrieved party's statement of potential financial damages;
9. A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

Q. PROVISIONS REQUIRED BY LAW

9.28 Proposer agrees in the performance of a Contract resulting from this RFP, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

R. RIGHT TO ASSURANCE

9.29 Whenever one party to the awarded Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

S. SUSPENSION OR DISBARMENT STATUS

9.30 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

T. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

9.32 An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by certain Members may be required by NJPA or NJPA Members relating to a transaction relating to this RFP. Vendors shall comply with any such requirements or requests.

9.33 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction relating to this RFP. Vendors shall comply with any such requirements or requests.

U. SEVERABILITY

9.34 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

V. RELATIONSHIP OF PARTIES

9.35 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
AND SOLUTIONS REQUEST



Company Name: Federal Signal Corp. (Elgin and Vector)

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception
		None

Proposer's Signature: D. P. Pajji Date: Feb. 17, 2014

Attachment: Exhibit A - NJPA Request for Proposal #022014 (2824 : AWARD TO HAAKER EQUIPMENT COMPANY FOR THE REPLACEMENT

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES,

In compliance with the Request for proposal (RFP) for "SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Federal Signal Corp. Date: Feb. 17, 2014

Company Address: 1415 W. 22nd Street Suite 1100

City: Oak Brook State: IL Zip: 60523

Contact Person: David Parizzi Title: Business Development Mgr. - ESG

Authorized Signature (ink only): *David Parizzi* David Parizzi
(Name printed or typed)

Form E



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 022014 Sewer Vacuum, Hydro Excavators and/or Street Sweepers Equipment with Related Accessories + supplies
Federal Signal Corp
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 27th, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: [Signature]
NJPA Executive Director Dr. Chad Coardle
(Name printed or typed)

Awarded this 18th day of March, 20 14 NJPA Contract Number # 022014-FSC

NJPA Authorized signature: [Signature]
NJPA Board Member Scott Veronen
(Name printed or typed)

Executed this 18th day of March, 20 14 NJPA Contract Number # 022014-FSC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Federal Signal Corp.

Vendor Authorized signature: [Signature] David Panizzi
(Name printed or typed)

Title: Business Development Manager

Executed this 24th day of March, 20 14 NJPA Contract Number # 022014-FSC

Form P

PROPOSER QUESTIONNAIRE
Products/Equipment, Pricing, Sector Specific, Services, Terms and Warranty

Proposer Name: ___Federal Signal Corp.__(Elgin and Vactor)_____

Questionnaire completed by: _____David Panizzi_____

Payment Terms and Financing Options

- 1) Identify your payment terms if applicable. (Net 30, etc.)
Payment Terms are determined between the ESG Dealer and the NJPA member. General terms between dealer and ESG are Net 30.
- 2) Identify any applicable leasing or other financing options as defined herein.
Available leasing programs are determined between the ESG Dealer and NJPA member. We do sponsor third party full service lease and turnkey maintenance program for our dealers.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
 - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
NJPA member submits a Purchase Order to the ESG Dealer with payment made by the NJPA member to the ESG Dealer. ESG dealer will facilitate all product orders. Elgin and Vactor equipment is exclusively provided by contracted dealers. If required, a detailed listing of dealers can be provided.
- 4) Do you accept the P-card procurement and payment process?
Not Applicable.

Warranty

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
Standard Warranty is for 12 months on the complete unit, but certain components have longer standard warranties. These are identified in our Standard Limited Warranty Statement. The Statement also defines start date, application, etc. Units are registered for warranty in our on-line warranty system. Claims are filed by the ESG Service provider within this system, as well. Additionally, the ESG Service Parts and Warranty Guide is published on the ESG Dealer website, and contains claim submission standards, and guidelines for conducting warranty repairs.
- 6) Do all warranties cover all products/equipment parts and labor?
All Standard Warranties include material and labor to either repair or replace, at our option.
- 7) Do warranties impose usage limit restrictions?
Standard Limited Warranty is based on days in service only. There is no restriction on operating hours.
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
ESG dealers are compensated for travel time up to 3 hours round trip, per reasonably required trip.
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.
Such conditions are defined in the Standard Limited Warranty Statement, such as customer abuse, misuse, or lack of proper maintenance, etc.
- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?
ESG dealer network covers the entire U.S. NJPA member can arrange with ESG dealer in their respective area to receive warranty work.

Equipment/Products and Related Services and Pricing

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
Elgin Street Sweepers and Vactor Combination Sewer Cleaners and Hydro Excavation Machines.
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
Excel Spread sheets for both Elgin Street Sweepers and Vactor Combination Sewer Cleaners are listed in separate folders on the electronic (CD) version of this submittal. Each model has a base unit price with options listed as line items.
- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
NJPA members enjoy a 3% minimum discount from list price. The price sheets provided will show line item pricing and calculate and apply the 3% NJPA discount.
- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
The end user is able to configure a machine to meet their needs using the Excel Spreadsheet. Each model and all options have a part number and all manufacture supplied options receive a 3% discount (minimum).
- 15) Propose a strategy, process, and specific method of facilitating "Sourced Product/Equipment and Related Services" (AKA, "Open Market" items or "Non-Standard Options").
Elgin and Vactor offer "special" option capability which allows engineering to research and design unique product features. These "Specials" will be priced using our specials process and discounted at the 3% level (minimum). The only exception being our "sourced product" chassis or special chassis options to which the 3% would not apply. Chassis are a pass through cost item.
- 16) Provide your NJPA customer volume rebate programs, as applicable.
Reviewed on an individual basis.
- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
Any dealer costs for dealer installed items including local freight and PDI are not included in our pricing submittal. Any costs associated with the delivery of a piece of equipment to an NJPA member AFTER it has been delivered to the respective ESG dealer is negotiated between the ESG Dealer and the NJPA member. Such costs could be delivery from the ESG Dealer to the NJPA member, putting the unit into service, special training, recommended spare parts list, etc.
- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.
Any costs associated with the delivery of a piece of equipment to an NJPA member AFTER it has been delivered to the respective ESG dealer is negotiated between the ESG Dealer and the NJPA member. Such costs could be delivery from the ESG Dealer to the NJPA member, putting the unit into service, training, recommended spare parts list, etc.
- 19) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.
Prices offered in this proposal are (Your proposal will be deemed "Non-Responsive" if this question is not answered):
- _____ a. Pricing is the same as typically offered to an individual municipality, Higher ed or school district.
- ___X___ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- _____ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- 20) Do you offer quantity or volume discounts? ___X___ YES _____ NO Outline guidelines and program.
Volume discounts are evaluated on a case-by-case basis.
- 21) Describe in detail your proposed exchange and return program(s) and policy(s).
Products exchanges and returns are extremely rare. Should an exchange or return be warranted because of product failure appropriate accommodations would be handled on a case-by-case basis.

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

Products exchanges and returns are extremely rare. Should an exchange or return be warranted because of product failure appropriate accommodations would be handled on a case by case basis including shipping charges?

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Dealers are required to indicate an NJPA purchase on their purchase order. Dealers are required to report customer information including Name, Contact information, and transaction price. ESG Director of Sales tracks and reports on all NJPA contract sales on a quarterly basis.

Industry or Sector Specific Questions

24) NA

Signature: DiPigi Date: Feb. 17, 2014

Attachment: Exhibit A - NJPA Request for Proposal #022014 (2824 : AWARD TO HAAKER EQUIPMENT COMPANY FOR THE REPLACEMENT

FORM G
SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

	Possible Points	Atlantic Machinery, Inc.	Envirosight, LLC	Federal Signal Corporation	Gap Vax, Inc.	Global Environmental Products, Inc.	Gradall Industries, Inc.	Hi-Vac Corporation	RapidView, LLC	Ring-O-Matic, Inc.	SB Manufacturing, Inc.	Sewer Equipment Co. of America	Stewart-Amos Equipment Co.	Super-Products, LLC	Thompson Pump & Manufacturing Co., Inc.
Conformance to terms and conditions to include documentation	50	46.25	43.50	45.00		41.25	42.00	48.00	45.75	44.75	42.50	45.50	44.25	45.50	
Pricing	400	358.75	301.25	309.50		302.50	316.25	370.00	340.00	320.00	326.25	350.00	293.75	303.75	
Financial, Industry and Marketplace Successes	75	62.50	63.25	66.25		57.50	64.50	67.50	62.50	58.25	53.75	55.00	56.25	58.00	
Bidder's Ability to Sell and Service Contract Nationally	100	90.00	81.25	85.00		75.00	82.00	87.50	76.25	65.00	73.75	82.00	71.25	83.75	
Bidder's Marketing Plan	50	45.00	43.50	44.50		31.25	42.50	45.00	41.75	38.75	38.75	44.00	45.50	45.25	
Value Added Attributes	75	63.75	62.00	63.75		62.50	62.50	68.75	62.50	62.50	56.25	65.00	62.50	66.25	
Warranty Coverages and Information	50	43.00	43.25	43.75		43.75	43.75	45.75	41.25	41.25	41.25	43.75	45.00	43.75	
Selection and Variety of Products and Services Offered	200	177.50	153.75	166.25		156.25	171.25	172.50	165.00	156.25	128.75	178.75	155.00	169.50	
Total Points	1,000	886.75	791.75	824.00		770.00	824.75	903.00	835.00	786.75	761.25	864.00	773.50	815.75	

3/7/2014
 Girjet Jiler, CPPB, NJPA
 Tracy Pliska, NJPA
 3/7/2014
 Greg Meierhofer, CPPO, NJPA
 3/7/2014
 Maureen Knight, BBA, JD, NJPA

Attachment: Exhibit A - NJPA Request for Proposal #022014 (2824 : AWARD TO HAAKER EQUIPMENT COMPANY FOR THE REPLACEMENT



200 First Street NE
Staples, MN 56479

www.njpacoop.org

Proposal Opening Witness

Date of opening: February 21, 2014

The witnesses signed below hereby witness they were present on the above date and in witness of the public opening of all responses received to the Request For Proposal #022014 for the procurement of SEWER VACUUM, HYDRO-EXCAVATION AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES by NJPA and NJPA Members.

Proposals are evaluated first on responsiveness then on the other criteria included in the RFP. Responsiveness consists of the following criteria:

1. Was the response received prior to the deadline of submission?
2. Was the response properly packaged and addressed?
3. Did the response contain the proper bid bond?
4. Did the response include documents with original signatures that were required?

Responses were received from the following:

Atlantic Machinery, Inc. – received 2/17/14 at 11:19am
Bidder deemed responsive

Envirosight, LLC – received 2/19/14 at 11:40am
Bidder deemed responsive

Federal Signal Corporation – received 2/19/14 at 1:16pm
Bidder deemed responsive

Gap Vax, Inc. – received 2/20/14 at 11:00am
Bidder deemed non-responsive
Incomplete Forms – no electronic copy

Global Environmental Products, Inc. – received 2/17/14 at 12:34pm
Bidder deemed responsive

Gradall Industries, Inc./Vacall Product Line – received 2/18/14 at 11:15am
Bidder deemed responsive

Hi-Vac Corporation – received 2/20/14 at 11:01am
Bidder deemed responsive

RapidView, LLC – received 2/20/14 at 11:00am
Bidder deemed responsive

Ring-O-Matic, Inc. – received 2/20/14 at 11:04am
Bidder deemed responsive

SB Manufacturing, Inc. – received 2/12/14 at 9:24am
Bidder deemed responsive

Sewer Equipment Co. of America – received 2/17/14 at 11:06am
Bidder deemed responsive

Stewart-Amos Equipment Co. – received 2/20/14 at 11:01am
Bidder deemed responsive

www.njpacoop.org



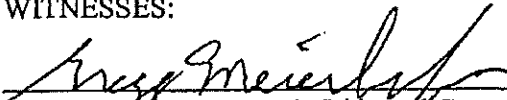



200 First Street NE
Staples, MN 56479

Responses continued

Super Products, LLC – received 2/18/14 at 11:14am
Bidder deemed responsive

Thompson Pump & Manufacturing Co., Inc. – received 2/19/14 at 1:16pm
Bidder deemed non-responsive-out of scope

WITNESSES:

 _____ Gregg Meierhofer, CPPO, Bids and Contracts Officer, NJPA	_____ 2/21/14
 _____ Tracy Plinske, Contracts Specialist, NJPA	_____ 2/21/14
 _____ Sheila Christoffersen, Administrative Specialist, NJPA	_____ 2/21/14
 _____ Kelly Busker, Administrative Specialist, NJPA	_____ 2/21/14

Attachment: Exhibit A - NJPA Request for Proposal #022014 (2824 : AWARD TO HAAKER EQUIPMENT COMPANY FOR THE REPLACEMENT

HAAKER

EQUIPMENT COMPANY

A.22.b

Exhibit B

2070 North White Avenue, La Verne, California 91750
(909) 598-2706 ~ FAX (909) 598-1427 ~ haaker.com



November 8, 2017

TO: CITY OF MORENO VALLEY
15670 Perris Blvd
Moreno Valley CA 92337

ATTN: Mr. Robert Linton
951-413-3174
Email: BobL@moval.org

In accordance with your request, we are pleased to submit the following proposal for your consideration and approval based on the *NJPA Cooperative Purchasing Agreement – Contract ##022014-FSC.*

One (1) NEW VACTOR CNG 2112 PLUS STORM DRAIN CLEANER

12-Cubic Yard Capacity with 15” Positive Displacement Blower, 1300 Gallons of Water, Mounted on A 2018 Freightliner 6x4 Chassis, Air Ride Seats, Heated Remote Mirrors, with 2010 Emissions, Equipped with all Standard and Optional Equipment listed:

Standard Equipment:

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Vansco-Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assy. w/1/2" x 35' Hose w/Quick Disconnects
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- 1" Nozzle
- 1" X 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 48" Dump Height
- Water Sight Gauge PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO's, Dual Hyd. Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Stainless Steel Microstrainer
- Blower Air Shift Controls
- Hydraulic Cooling Package
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Footage Counter - Mechanical
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hourmeter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5#
- Water Pump Hour Meter
- PTO Hour Meter
- Vactor 2100 Plus Body Decal – Blue
- Vactor Manual, Partial Manual and USB Version

Attachment: Exhibit B - Haaker Equipment Company - Vactor CNG 2112 Plus Storm Drain Cleaner Quote (2824 : AWARD TO HAAKER

Optional Equipment:

A.22.b

- 3" Y-Strainer w/25' Fill Hose
- 25' Leader Hose (in lieu of standard)
- 180 Degree Rotation, 10 Ft. Hydraulic Telescoping Boom, Front Loading 8" Suction Hose
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 800' Piranha Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 1000') Capacity
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Debris Body Flush Out System
- Debris Body Load Limit Alarm functionally tied to Vacuum Relief
- 6" Butterfly Valve, Rear Door, 6:00 Position
- Additional Water, Water and Debris Tanks Joined
- Centrifugal Separators
- Folding Pipe Rack, Curbside, Hydraulic
- Folding Pipe Rack, Streetside, Hydraulic
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Low Water Light w/Alarm and Water Pump Flow Indicator
- Laval Water Separator at Fill
- Continuous Water Tank Fill
- Hot Shift Blower Drive
- Front Joystick Boom Control
- Grate Lifting Hook, Installed on Boom
- Wireless Controls, including hose reel controls
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Hydro Excavation Kit/Retract Reel w/1/2" X 50' Hose and Nozzle
- Automatic Hose Level Wind Guide, Indexing

- Digital Hose Footage Counter
- Handgun Hose Reel w/Spring Retract
- Rodder Pump Drain Valves
- Hydraulic Oil Temp Alarm
- Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug
- Rear Bumper Strobes, Two 5" Fed Sig Amber LED Strobes
- LED Mid-Ship Turn Signals
- Debris Body-Up Alarm
- Worklights (2), LED, Telescoping Boom
- Worklights (2), LED, Rear Door
- Worklight, LED, Operators Station
- Worklight, LED, Curb Side
- Worklight, LED, Street Side
- Toolbox, Driver Side Chassis Frame, 60w x 24h x 24d
- Toolbox, Driver Side Subframe, 18w x 24h x 24d
- (4) Long Handle Tool Storage Locations Behind Cab
- Camera System, Front, Rear and Both Sides
- Safety Cone Storage Rack - Post Style
- Additional Safety Cone Storage Rack - Post Style
- Digital Water Pressure Gauge
- Door Stripe Material, Reflective Tape
- Blower High Temperature Safety Shutdown
- (2) 8" x 5' Aluminum Vacuum Tube
- (1) 3" Y-Strainer Screen
- Extended Factory Warranty - 2Yrs
- Hose Reel, 50' capacity of hose (3/8" hose); Plumbed to chassis air
- Nozzle Kit – Micro Cutter, Blue Thunder, RotoJet, Super Cutter
- Tomar Light Kit – includes Traffic Advisor, Strobes, Siren controller

NJPA Unit Price.....	\$ 484,235.00
NJPA Discount:.....	(\$ 9,173.00)
Subtotal:	\$ 475,062.00
Sales Tax (7.75%)	\$ 36,817.31

TOTAL PRICE F.O.B. MORENO VALLEY, CA.: \$ 511,879.31

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good until 60 Days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: Any sales tax shown is subject to change. Sales tax will be calculated and charged based on current rates for the location of the sale at time of invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: Approx 180-270 Days **TERMS:** Net 30

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

HAAKER EQUIPMENT COMPANY

ACCEPTED BY: _____

BY: David Kane
David Kane/Sales Representative

DATE: _____



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, Public Works Director/City Engineer

AGENDA DATE: December 5, 2017

TITLE: APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT – PROJECT DEVELOPMENT SUPPORT (PSR-PDS) PROJECT NO. 801 0064

RECOMMENDED ACTION

Recommendation:

1. Approve and Adopt the Project Study Report – Project Development Support (PSR-PDS) for the SR-60 Redlands Boulevard Interchange, Project No. 804 0064.

SUMMARY

Staff recommends the City Council approve and adopt the Project Study Report – Project Development Support (PSR-PDS). The adoption is prudent for several reasons: memorialize the City – Caltrans efforts; include in the City’s planning and transportation efforts; approve the right-of-way footprint in order to reserve land needed for expansion of the interchange; and improve the City’s chances for grant funding.

DISCUSSION

On February 10, 2015, City Council approved a budget appropriation to conduct a SR-60/Redlands Interchange Study, to remain consistent with the anticipated growth in the Eastern Moreno Valley area and to promote economic development. The appropriation of funds started a formal process involving Caltrans to explore opportunities to upgrade the interchange. The interchange was the only one remaining in Eastern Moreno Valley within full City jurisdiction for which project development had not yet been initiated. Once the funds were appropriated, staff conducted a qualifications-based consultant selection process, and subsequently awarded an agreement to Michael Baker International to complete the PSR-PDS. A PSR-PDS is a formal Caltrans document

that identifies basic scope, alignment, and costs. Caltrans and the City completed and signed the PSR/PDS on June 20, 2016. Since funding opportunities are increasing, and economic development is improving, the City needs to adopt the PSR-PDS in order to memorialize the effort; publicly disclose the needed right-of-way; approve the right-of-way footprint to reserve needed land; and endorse the report to enhance upcoming grant opportunities. Having a signed report on-file indicates commitment and tangible progress, which carries weight when applying for grants.

The entire SR-60 route is considered a global trade corridor for movement of international goods. It is also a route for use by oversized trucks. The SR-60/Redlands Boulevard Interchange is an access point for the existing and proposed development in the Eastern Moreno Valley area. Redlands Boulevard is a regionally significant facility accessing San Bernardino County cities to the north. Redlands Boulevard is also on the Transportation Uniform Mitigation Fee network of arterials.

The SR-60/Redlands Boulevard interchange was built in 1964, and the 50 year old facility is in need of operational and capacity improvements. The SR-60/Redlands Boulevard eastbound ramp intersection was signalized in 2010 by the City. The westbound ramp intersection was signalized by Aldi Development five years later in 2015. The existing Redlands Boulevard overcrossing is a two-lane bridge structure over SR-60. The vertical clearance between the bridge structure and the freeway below is sub-standard. The PSR-PDS evaluated a range of alternatives, and approves three viable alternatives. The proposed improvements will correct existing deficiencies, improve access, and reduce congestion for existing traffic volumes as well as forecasted increased traffic demands.

Now that the City has made the investment to complete this first formal step in the Caltrans process, the City needs to approve the document. This action will enable the City to reserve the land required to be set aside for interchange improvements. It will also allow for inclusion into the upcoming General Plan update. An adopted document also shows the seriousness of the City's commitment with respect to seeking funding for the next phases of interchange development. The total project cost would range between \$60 and \$70 million and will likely require outside funding sources to support design, right-of-way acquisition, and construction.

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

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This will allow the report to be adopted, included in planning and transportation activities, and used to promote chances of receiving grants.*

2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay improvements and cause the land around the interchange to not be set aside for needed transportation updates.*

FISCAL IMPACT

There is no immediate fiscal impact with this action. In the future, if the report is not adopted and the areas within the interchange footprint are developed, the City will incur extensive relocation costs. Additionally, if the report is not adopted, the City will encounter more of a challenge getting outside funds for the interchange.

NOTIFICATION

This action serves as publication of the report approval. Subsequent phases of the project's development will conduct appropriate outreach and notifications.

PREPARATION OF STAFF REPORT

Prepared By:
Henry Ngo, P.E.
Capital Projects Division Manager

Department Head Approval:
Rick C. Hartmann
Acting Public Works Director

Concurred By:
Margery Lazarus, P.E.
Senior Engineer

CITY COUNCIL GOALS

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

6. Youth Programs

ATTACHMENTS

1. 60-Redlands PSR-PDS

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/01/17 7:41 AM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 9:56 AM
City Manager Approval	<u>✓ Approved</u>	11/22/17 12:07 PM

08-Riv-60-19.0/21.0
Project No. 081500159
EA 0M610K
May 2016

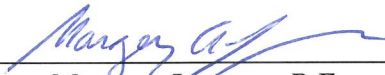
Project Study Report-Project Development Support (PSR-PDS)

To

Request Approval of a Locally Funded Project to Proceed to Project Approval and Environmental Document Phase

On SR – 60 at Redlands Boulevard Interchange
Between Moreno Beach Drive
And Theodore Street

APPROVAL RECOMMENDED:



Margery Lazarus, P.E.
CITY OF MORENO VALLEY
*Accepts Risks Identified in this PSR-PDS and
Attached Risk Register*

APPROVAL RECOMMENDED:



Awais Sheikh, P.E.
CALTRANS PROJECT MANAGER

APPROVED:

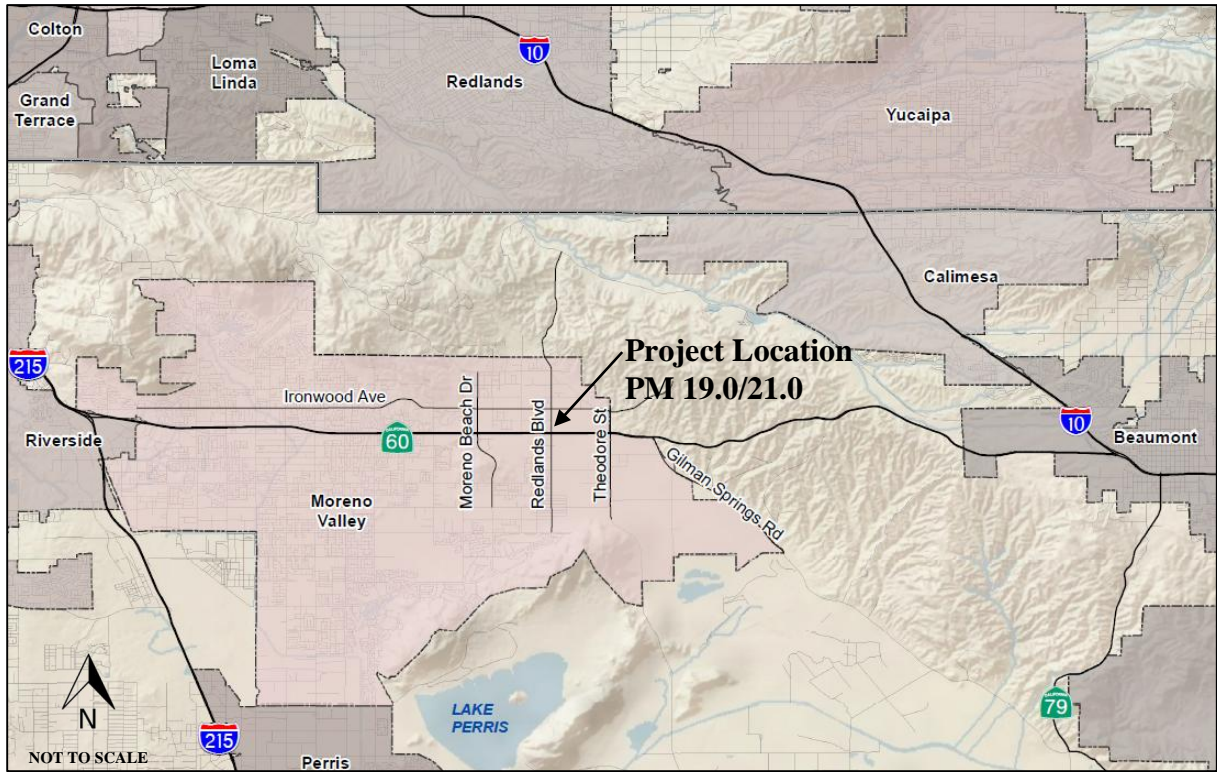


John Bulinski
DISTRICT DIRECTOR

6/20/16
DATE

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

Vicinity Map

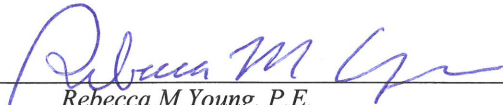


On Route SR - 60

Between Moreno Beach Drive

And Theodore Street

This project study report-project development support has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.


Rebecca M Young, P.E.
REGISTERED CIVIL ENGINEER

5/18/16
DATE



Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

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1. INTRODUCTION

Project Description

The City of Moreno Valley (City), in cooperation with the California Department of Transportation (Caltrans), District 8, proposes to reconstruct and improve the interchange at State Route 60 (SR-60) and Redlands Boulevard. SR-60 is a major east-west transportation route within Los Angeles, San Bernardino, and Riverside counties. The project site is located in the City of Moreno Valley between postmile (PM) 19.0 and PM 21.0. This area is projected to experience substantial growth from planned development projects. Build out of the area will generate substantial traffic growth on SR-60 and Redlands Boulevard at the interchange. The proposed project would increase interchange capacity, reduce congestion, improve traffic operations, improve existing interchange geometric deficiencies, and accommodate a multimodal facility.

This Project Study Report-Project Development Support (PSR-PDS) includes four alternatives; one no-build alternative and three build alternatives. The build alternatives would reconstruct the SR-60 interchange on- and off-ramps, and replace the existing Redlands Boulevard overcrossing to accommodate standard vertical clearance and four through lanes. The project will be funded with local funds through various City funding sources. Caltrans will be the lead agency for California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance.

A summary of the project information is identified in Table 1.1.

Table 1.1

Project Limits	08 - Riv - 60 - 19.0/21.0			
Number of Alternatives	4 (One No Build, Three Build Alternatives)			
Alternative Number	1	2	3	4
Capital Outlay Support for PA&ED	\$0	\$1.09M		
Capital Outlay Construction Cost Range	\$0	\$36M – \$38M	\$37M – \$39M	\$38M – \$40M
Capital Outlay Right-of-Way Cost Range	\$0	\$8M – \$10M	\$12M – \$14M	\$12M – \$14M
Funding Source	N/A	Local Funds		
Type of Facility	N/A	Freeway Interchange		
Number of Structures	N/A	1		
Structure PSR-PDS Cost Estimate (incl. in Construction Cost)	\$0	\$10.5 Million	\$10.5 Million	\$11.1 Million
Anticipated Environmental Determination or Document	N/A	CEQA - Initial Study with Mitigated Negative Declaration (IS/MND), NEPA - Environmental Assessment with Finding of No Significant Impact (EA/FONSI)		
Project Development Category	N/A	4A		

This project has been assigned the Project Development Category 4A, because the SR-60/Redlands Boulevard interchange is an existing facility, substantial new right of way is required, a revised freeway agreement will not be required and a route adoption is not required.

Project environmental studies are anticipated to begin in summer-2017 and the project approval/environmental document (PA/ED) phase is expected to be completed by summer-2019. Construction is anticipated to begin April 2021 for a period of 24 months. The assumed funding fiscal year for construction is 2020/2021.

Conceptual interchange modification approval is granted with the approval of this PSR-PDS. Formal interchange modification approval will be granted during the PA/ED phase once all topics in Design Information Bulletin 77 are addressed with further technical studies.

2. BACKGROUND

Facility Description

SR-60 is an east-west transportation route connecting the City of Moreno Valley to Los Angeles and San Bernardino counties to the west (see *Attachment A – Location Map*). SR-60 begins in Los Angeles County at its junction with Interstate 5 (I-5) and Interstate 10 (I-10). SR-60 terminates at its junction with I-10 in the City of Beaumont within Riverside County (County). SR-60 traverses urbanized and rural areas and ranges from four lanes in rural areas to ten lanes in urban areas.

SR-60 is functionally classified as Principal Arterial according to the Transportation Concept Report (TCR) for SR-60, dated September 2012. It is a Surface Transportation Assistance Act (STAA) Route for use by oversized trucks and included in the State Highway System (SHS).

SR-60 is a six lane facility at the western project limit, consisting of two mixed flow lanes and an auxiliary lane in the eastbound direction and two mixed flow lanes and a managed lane in the westbound direction. The eastbound auxiliary lane is dropped at the entrance to existing eastbound Redlands Boulevard off-ramp. The westbound managed lane is added at the end of the existing westbound Redlands Boulevard on-ramp. At the eastern project limit, SR-60 is a four lane facility, with two mixed flow lanes in each direction. The average daily traffic (ADT) volumes on SR-60 to the east and west of the interchange range between 48,000 to 56,000 vehicles based on existing 2013 traffic data presented in the *SR-60 Theodore Interchange PA/ED Traffic Impact Analysis*, prepared by Parsons Brinkerhoff in January 2015 for the City of Moreno Valley and Caltrans.

Redlands Boulevard is a north-south arterial in the City of Moreno Valley, providing access through the eastern portion of the City. Per the City of Moreno Valley General Plan, Redlands is designated as a 4-Lane Divided Arterial within the study area. Currently, Redlands Boulevard is a two-lane undivided roadway, and there are no bike

or pedestrian facilities along the roadway within the study area. The current posted speed on Redlands Boulevard, within the project limits, is 55 miles per hour (MPH), consistent with a superseded City of Moreno Valley General Plan. The current City of Moreno Valley General Plan identifies Redlands Boulevard with a 45 MPH design speed. Based on information provided by the City, existing Redlands Boulevard ADT for 2009 ranged between less than 10,000 and 20,000 vehicles (*City of Moreno Valley Bicycle Master Plan*, September 2014).

The SR-60/Redlands Boulevard interchange was constructed in 1964. The existing interchange consists of the Redlands Boulevard overcrossing with eastbound and westbound entrance and exit ramps. Both ramp intersections are signalized. The entrance ramps are currently not metered. The Redlands Boulevard overcrossing (PM 20.37, Bridge Number 56-0487) has four spans, with precast girders that are simply supported by two-column bents and open-ended diaphragm abutments. The bents and abutments are on Cast in Drilled Hole (CIDH) piles. The bridge is approximately 236 feet long, 34 feet wide, and spans four through lanes and both entrance ramps on SR-60.

The interchange has characteristics similar to Type L-7 interchanges (as identified in the Caltrans Highway Design Manual (HDM) Index 502.2(a)) except the SR-60/Redlands Boulevard interchange ramps have elongated geometry. The existing ramps terminate at Redlands Boulevard. Spruce Avenue is a local two-lane road located in the northwest quadrant of the interchange. It parallels SR-60 to the west of Redlands Boulevard, then veers north to parallel Redlands Boulevard. Spruce Avenue terminates at Redlands Boulevard directly across from the existing westbound ramps.

Existing development in the immediate vicinity of the interchange includes commercial, residential, and retail developments along with vacant land.

Local Agency Involvement

The City has identified the need for operational and capacity improvements at the SR-60/Redlands Boulevard interchange. The City and Caltrans are members of the Project Development Team (PDT) and have been involved in the development of the purpose and need statement for the project. Additionally, a Pre-Project Initiation Document (PID) meeting was held on November 3, 2015, to discuss the project alternatives and the project purpose and need statements.

Context Sensitive Solutions (CSS) / Complete Streets

Complete Streets and CSS is currently addressed in the City of Moreno Valley General Plan. The *City of Moreno Valley Bicycle Master Plan* identifies Class II bike lanes along Redlands Boulevard between Cactus Avenue and Locust Avenue. The *Master Plan of Trails*, dated October 26, 2010, identifies a proposed trail along Redlands Boulevard between Cottonwood Avenue and Locust Avenue. The proposed trail would be utilized by pedestrians, bicyclists and equestrian users. Additionally, the City of Moreno Valley General Plan identifies Redlands Boulevard as a 4-Lane Divided Arterial. A 4-Lane Divided Arterial includes a six-foot five-inch sidewalk for pedestrian uses.

3. PURPOSE AND NEED

Purpose:

The purpose of the proposed project is to:

1. Provide increased interchange capacity, reduce congestion, and improve traffic operations to support the forecast travel demand for the 2045 design year;
2. Improve existing interchange geometric deficiencies; and
3. Accommodate a multimodal facility that has harmony with the community and preserves the value of the area.

Need:

The proposed project is needed for the following reasons:

1. According to the 2012 Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), between 2008 and 2035, Riverside County's (County) population is expected to increase by 56 percent, job growth is anticipated to increase by 87 percent, and households are anticipated to increase by 61 percent. For the City of Moreno Valley specifically, between 2008 and 2035, population is anticipated to increase by 36 percent, jobs are anticipated to increase by nearly 100 percent, and households are anticipated to increase by 42 percent. Without improvements, in the year 2045, the eastbound and westbound on-and off-ramps are anticipated to operate at unacceptable levels of service (LOS), the ramp intersections are anticipated to operate at unacceptable LOS, and the mainline segments on State Route 60 (SR-60) between Moreno Beach Drive and Theodore Street are anticipated to operate at unacceptable LOS.
2. There is a need to bring vertical clearance up to current standards. In addition, the Redlands Boulevard overcrossing is geometrically deficient and needs additional capacity to accommodate projected future travel volumes.
3. This project will fulfill the need to accommodate the movement of people using multiple modes of transportation by community-based design, taking into consideration the natural environment, social environment, transportation behavior, cultural characteristics, and economic environment.

4. TRAFFIC ENGINEERING PERFORMANCE ASSESSMENT

A Traffic Engineering Performance Assessment (TEPA), dated February 2016, was prepared by Fehr & Peers to provide a macro-level assessment of readily available

traffic information relevant to this project. The TEPA provides analysis in support of the purpose and need statements and also describes the scope and magnitude of proposed traffic engineering studies that will be performed in the PA/ED phase. Opening year is assumed to be 2023, and the design year will be 2045. The TEPA provides traffic density and LOS results for the freeway mainline, as well as delay and LOS for intersections in the peak hour. Existing (year 2013) and future (year 2045) projected traffic conditions were evaluated for the No Build alternative and three build alternatives. The TEPA serves as a reference document for this PSR-PDS and is included in the project files.

While the design year for this project has been determined to be 2045, there are no readily available sources of information that contain the 2045 traffic forecasts for the study area. However, 2040 traffic forecasts at the study intersections and freeway segments are provided in the approved *SR-60 Theodore Interchange PA/ED Traffic Impact Analysis*, prepared by Parsons Brinkerhoff in January 2015, for the City of Moreno Valley and Caltrans. Therefore, the design year 2045 traffic forecasts at the study intersections and freeway locations used in this TEPA were developed by applying a 5-year growth factor (calculated based on the existing and 2040 traffic forecasts) to the 2040 traffic forecasts provided in the *SR-60 Theodore Interchange PA/ED Traffic Impact Analysis*. The growth factors varied by location and averaged 3% to 5%. Growth factors were as low as 0.04% (for the northbound left movement at Redlands Boulevard and Ironwood Avenue) and as high as 26% (for the through movements on Redlands Boulevard at Eucalyptus Avenue). While the intent of the TEPA is to use readily-available information, design year traffic forecasts for the study area will be refined during the PA/ED phase using the most recent Riverside County Traffic Analysis Model (RivTAM), to reflect the up-to-date land use projections and roadway network improvements in the City and surroundings in the County. Table 4.1 identifies the design designation assumptions for the TEPA.

Table 4.1: Design Designation

ADT-2013 for Redlands Blvd*	10,430 Vehicles**
ADT-2045 for Redlands Blvd*	20,400 Vehicles
Design Hourly Volume	2,040 Vehicles
Equivalent Single Axle Load	13,777,340
Directional Split	59%
Percent Trucks	14%
Design Speed	45 MPH
Traffic Index (20-year)	13
Climate Region	Semi-Arid
<i>Note: *Average Daily Traffic (ADT) assumed to be 10 times peak hourly volume.</i>	
<i>**Consistent with the City's Bicycle Master Plan (Figure 10)</i>	

Freeway mainline and ramps were evaluated using Highway Capacity Software (HCS) equivalent spreadsheets, while the intersections were analyzed using the Synchro Version 8 Build 806 traffic operations software. Both tools are consistent with the methodologies contained in the Highway Capacity Manual 2010 (HCM 2010).

Intersection Level of Service

Existing intersection lane configurations, signal timings, and peak-hour turning movement volumes were used to calculate the levels of service for the key intersections during each peak hour. The results of the LOS analysis for existing conditions are presented in Table 4.2.

The results of the LOS calculations indicate that, under Existing Conditions, the SR-60 westbound ramps/Spruce Avenue and Redlands Boulevard intersection operates unacceptably in both the AM and PM Peak Hours. The SR-60 eastbound ramps and Redlands Boulevard intersection operates acceptably under Existing Conditions.

Table 4.2: Existing (2013) Intersection Analysis Summary

Intersection	Traffic Control	AM Peak Hour		PM Peak Hour	
		Delay ¹	LOS	Delay ¹	LOS
Hemlock Ave. & Redlands Blvd. (Future Intersection)	Does Not Exist	-	-	-	-
SR-60 WB Ramps & Spruce Ave. & Redlands Blvd.	Signalized	55.7	E	33.1	C
SR-60 EB Ramps & Redlands Blvd.	Signalized	17.1	B	17.7	B
Eucalyptus Ave. & Redlands Blvd. (Future Intersection)	Does Not Exist	-	-	-	-

Notes: **Bold** indicates unacceptable level of service.

¹ For signalized intersection, delay shows whole intersection weighted average control delay using methods described in the 2010 HCM.

Table 4.3 presents the AM and PM peak hour intersection operations under Alternative 1 (No Build), Alternative 2, Alternative 3, and Alternative 4 for Forecast Year 2045 conditions.

In the No Build scenario, the ramp terminal intersections would operate at unacceptable LOS. With the improvements proposed by Alternatives 2, 3, and 4 in place, the ramp terminal intersections would improve significantly to operate acceptably at LOS C or better during both peak hours. The Redlands Boulevard/ Hemlock Avenue intersection, which would be constructed as part of Alternatives 2, 3, and 4, is anticipated to operate at acceptable LOS during both peak hours in the forecast 2045 condition. The Redlands Boulevard/ Eucalyptus Avenue intersection is anticipated to operate at acceptable LOS during both peak hours under all four alternatives.

**Table 4.3: Design Year (2045) Intersection Analysis Summary –
Alternative 1, Alternative 2, Alternative 3, and Alternative 4**

Intersection	Traffic Control	AM Peak Hour		PM Peak Hour	
		Delay ¹	LOS	Delay ¹	LOS
Alternative 1					
Hemlock Ave. & Redlands Blvd. (Future Intersection)	Does Not Exist	-	-	-	-
SR-60 WB Ramps & Spruce Ave. & Redlands Blvd.	Signal	138.1	F	78.8	E
SR-60 EB Ramps & Redlands Blvd.	Signal	29.5	C	328	F
Eucalyptus Ave. & Redlands Blvd.	Signal	17.7	B	11.6	B
Alternative 2					
Hemlock Ave. & Redlands Blvd.	Signal	6.8	A	11.7	B
SR-60 WB Ramps & Spruce Ave. & Redlands Blvd.	Signal	18.3	B	13.0	B
SR-60 EB Ramps & Redlands Blvd.	Signal	5.9	A	33.1	C
Eucalyptus Ave. & Redlands Blvd.	Signal	15.8	B	25.9	C
Alternative 3					
Hemlock Ave. & Redlands Blvd.	Signal	7.9	A	11.7	B
SR-60 WB Ramps & Spruce Ave. & Redlands Blvd.	Signal	11.2	B	10.0	B
SR-60 EB Ramps & Redlands Blvd.	Signal	6.	A	19.5	B
Eucalyptus Ave. & Redlands Blvd.	Signal	15.7	B	25.9	C
Alternative 4					
Hemlock Ave. & Redlands Blvd.	Signal	7.9	A	11.6	B
SR-60 WB Ramps & Spruce Ave. & Redlands Blvd.	Signal	11.0	B	7.8	A
SR-60 EB Ramps & Redlands Blvd.	Signal	6.0	A	17.5	B
Eucalyptus Ave. & Redlands Blvd.	Signal	16.8	B	25.9	C

Notes: **Bold** indicates unacceptable level of service.

¹ For signalized intersection, delay shows whole intersection weighted average control delay using methods described in the 2010 HCM.

Findings that Support the Purpose and Need

With the improvements proposed by Alternative 2, 3, and 4, all study intersections would improve significantly to operate at acceptable LOS (LOS D or better) during both peak hours.

Recommended Design Features

The following features are recommended for consideration during PA/ED to improve operations and safety at the SR-60/Redlands Boulevard interchange and on Redlands Boulevard.

- Additional capacity as a result of widening and additional turn lanes on Redlands Boulevard
- Standard shoulders
- Americans with Disabilities Act (ADA) compliant pedestrian facilities
- Bicycle facilities (Class II)
- Equestrian Facilities
- Clear Recovery Zones (CRZ) where feasible
- Midwest Guardrail System where required
- Lighting
- Traffic signals
- Ramp metering and detection systems

Traffic Engineering Studies

The traffic analysis that will be prepared for the project during PA/ED will study existing (2016), opening year (2023), and design year (2045) conditions. The following analyses will be included:

- Intersection Operations
 - LOS
 - Average delay
 - Queue
- Freeway Operations
 - Travel time
 - Density
 - Speed
- Qualitative Assessment
 - Pedestrian, bicycle and transit facilities
 - Safety analysis
- Traffic Operations Analysis Report

The above information will support analysis for the Environmental Document. Additional traffic analysis or supporting information may be determined during the PA/ED phase.

Other Traffic Considerations and Coordination

In addition to the traffic analyses listed above, traffic-related efforts during PA/ED should include the following:

- Electrical systems, including traffic signals, safety lighting, and overhead sign structures,
- Coordination with Caltrans regarding interchange ITS components including traffic monitoring, cameras, ramp metering and connection with the Caltrans Traffic Management Center (TMC),
- Coordination with Caltrans and the City regarding signal coordination and connection to the City's TMC,
- Transportation Management Plan (TMP) Data Sheets, and
- Stage construction.

Intersection Control Evaluation

Caltrans District Traffic Operations Policy Directive 13-02: Intersection Control Evaluation (ICE) requires the consideration of various strategies, treatments, and configurations at state highway intersections to balance the needs of all modes and users with system performance goals and the highway facility context. The ICE requirements is a two-step process and will be addressed in PA/ED. Step 1 is Assessment/Screening and Step 2 is Engineering Analysis. For Step 1, solution concepts meriting further consideration include roundabouts intersection control at the eastbound and westbound ramp intersections at Redlands Boulevard and SR-60, a single point urban interchange configuration, and a diverging diamond interchange configuration. The above mentioned concepts are assumed within the proposed interchange footprint seen in *Attachment B – Project Plans*. In order to further evaluate the concepts for Step 1 and to complete the Engineering Analysis in Step 2, a detailed Traffic Operations Analysis Report is required, and will be completed in PA/ED.

5. DEFICIENCIES

As shown in Table 4.2, the intersection at Redlands Boulevard and the westbound SR-60 ramps currently operates at LOS E in the AM peak hour. Without improvements to the SR-60/Redlands Boulevard interchange, it is anticipated that the intersection would continue to operate unacceptably in the 2045 condition and the levels of service at the intersection at Redlands Boulevard and the eastbound SR-60 ramps would deteriorate to LOS F in the PM peak hour, as presented in Table 4.3.

Redlands Boulevard is not currently a multimodal facility. Per the City of Moreno Valley General Plan, Redlands Boulevard is designated to accommodate a multi-use trail. The multi-use trail would be utilized by equestrian, bicycle and pedestrians users.

The existing Redlands Boulevard overcrossing has a 15'6" vertical clearance for both directions of travel over SR-60. Per the Caltrans HDM, standard vertical clearance for freeways and expressways is 16'6".

Social Demand and Economic Development

Similar to other areas in the Inland Empire, population growth continues to occur in the City. Major developments in the area, consisting of a mixture of residential, commercial, industrial, and office uses have been completed, are under construction,

or are in the planning process. Build out of the area in accordance with the City's General Plan will generate substantial traffic on SR-60 and local streets leading to the interchange.

The existing SR-60/Redlands Boulevard interchange does not have adequate capacity to support the growth in traffic volumes anticipated by this forecast year due to future development.

Without this project, the operation and efficiency of the SR-60/Redlands Boulevard interchange would continue to deteriorate over time, resulting in congestion, delays, and consequent decreased LOS at the interchange.

6. CORRIDOR AND SYSTEM COORDINATION

SR-60, within the project limits, is an STAA route on the National Network per the Truck Networks on California State Highways, prepared by Caltrans District 8 and last revised in April 2015. Per the TCR, SR-60 is on the National Highway System, Goods Movement Route, and National Network for Truck Designation.

SR-60 is classified as a Freeway and Principal Arterial in the project area per the TCR. The proposed project is located in Segment 5 and Segment 6. Segment 5 is identified as urbanized in the TCR and contains SR-60 between Nason Street and Redlands Boulevard, and Segment 6 is identified as rural in the TCR and contains SR-60 between Redlands Boulevard and Gilman Springs Road. The recommended concept for Segment 5 is four mixed flow lanes and two high occupancy vehicle lanes according to the TCR. The recommended concept for Segment 6 is six mixed flow lanes.

In December 2011, Caltrans District 8 prepared a District System Management Plan (DSMP) for SR-60. The SR-60/Redlands Boulevard interchange resides within Segment 4 of the DSMP. The DSMP for this reach of SR-60, within the proposed project limits, identifies improvements to the SR-60/Redlands Boulevard interchange, the SR-60/Theodore Street interchange, and the need for six mixed flow lanes and two managed lanes for the concept facility to perform at LOS D.

The 2012 RTP, the 2015 Federal Transportation Improvement Program (FTIP) adopted by SCAG's Executive/Administration Committee in September 2014, and the 2015 FTIP Consistency Amendment and 2016 RTP (to be approved in June 2016) include improvements to the SR-60/Redlands Boulevard interchange, SR-60, and the nearby SR-60/Theodore Street interchange:

(1) 2015 FTIP Project ID# RIV080902

Description: AT SR-60/REDLANDS BLVD - WIDEN OC FROM 2 TO 6 THRU LANES; WIDEN WB EXIT & ENTRY RAMPS FROM 1 LANE TO 2 LANES AT EXIT/ENTRY, 3 LANES AT ARTERIAL AND HOV AT ENTRY; WIDEN EB EXIT & ENTRY RAMPS FROM 1 LANE TO 2 LANES AT EXIT/ENTRY

AND HOV AT ENTRY; ADD AUX LANES 1000' EACH DIRECTION WEST OF IC AND 1700' EACH DIRECTION EAST OF IC

(2) 2012 RTP Project ID# 3M0801 2013 FTIP Project ID# RIV080904 (Programmed by Others)

Description: AT SR-60/THEODORE ST IC: WIDEN OC FROM 2 TO 6 THRU LANES; WIDEN WB EXIT/ENTRY RAMPS FROM 1 LN TO 2 LNS AT EXIT/ENTRY, 3 LNS AT ART. W/ HOV AT ENTRY; WIDEN EB EXIT RAMP FROM 1 LN TO 2 LNS AT EXIT AND 3 LNS AT ART.; WIDEN EB ENTRY RAMP FROM 1 LN TO 2 LNS W/HOV; ADD EB LOOP ENTRY WITH 2 LNS AT ART. AND 1 LN AT ENTRY; ADD AUX LNS 1700' EACH DIR WEST OF IC & 1200' EB AND 2200' WB EAST OF IC -RTP 3M0801

(3) *PENDING* 2015 FTIP Consistency Agreement Project ID# RIV151220 2016 RTP ID# RIV151220 (Programmed by Others)

Description: IN WESTERN RIVERSIDE COUNTY IN THE CITY OF MORENO VALLEY ALONG SR 60 - WIDEN FROM TWO TO THREE LANES IN EACH DIRECTION IN THE EXISTING MEDIAN TO PROVIDE ONE ADDITIONAL GENERAL PURPOSE LANE IN EACH DIRECTION FROM REDLANDS BLVD. TO GILMAN SPRINGS RD.

(4) *PENDING* 2015 FTIP Consistency Agreement Project ID# RIV080904 2016 RTP ID# 3M0801 (Programmed by Others)

Description: AT SR-60/THEODORE ST IC: WIDEN OC FROM 2 TO 4/6 THRU LNS; WIDEN WB EXIT/ENTRY RAMPS FROM 1-2 LNS AT EXIT/ENTRY, 3 LNS AT ART. W/ HOV AT ENTRY; WIDEN EB EXIT RAMP FROM 1-2 LNS AT EXIT AND 3 LNS AT ART.; WIDEN EB ENTRY RAMP FROM 1-2 LNS W/HOV; ADD EB LOOP ENTRY WITH 2 LNS AT ART AND 1 LN AT ENTRY; ADD AUX LNS 1400' EB DIR E/O IC, 2,500' EB DIR W/O IC, 2,300' WB DIR W/O IC & 1,700' WB DIR E/O IC

The improvements listed in Item (1) above are the proposed improvements contained within this PSR-PDS.

Nearby projects in the area include the SR-60/Theodore Street interchange project and the SR-60/Moreno Beach Drive interchange project. The SR-60/Theodore Street interchange project is currently in PA/ED, and is programmed for completion in 2020. The SR-60/Moreno Beach Drive interchange project is programmed for completion by 2020. The proposed project at the SR-60/Redlands Boulevard interchange is consistent with the improvements from the SR-60/Theodore Street interchange project and the SR-60/Moreno Beach interchange project.

The City's Circulation Plan (*Attachment I – Circulation Plan*) designates Redlands Boulevard as a Divided Arterial with four lanes. The City's Bicycle Master Plan dated November 2014, identifies Redlands Boulevard with a Class II bicycle facility.

A Transportation Planning Scoping Information Sheet (*Attachment F – Transportation Planning Scoping Information Sheet*) was completed for the project and verifies that the project remains consistent with the purpose and need and is consistent with planning concepts, statewide goals, and planning decisions. The Transportation Planning Scoping Information Sheet identifies that the project is consistent with the DSMP, dated December 2011, and the TCR, dated September 2012. Freight, transit, bicycle, pedestrian, and equestrian uses are tabulated in the Transportation Planning Scoping Information Sheet. Specific to short and long range transit plans, the RTP does not identify any future improvements. For more information on the Transportation Planning Scoping Information Sheet, refer to *Attachment F – Transportation Planning Scoping Information Sheet*.

Measure A is a half-cent sales tax in Riverside County. Measure A funds transportation improvements in Western Riverside County, the Coachella Valley, and the Palo Verde Valley. The SR-60/Redlands Boulevard interchange project is not currently funded by Measure A. Nearby projects utilizing Measure A are the SR-60 Truck Climbing Lanes project in eastern Moreno Valley (currently in PA/ED), and the mainline widening on SR-60 between the SR-60/I-215 interchange and Redlands Boulevard (completed).

Context Sensitive Solutions/Complete Streets

Providing complete streets has been an important consideration in the development of the project. Standard shoulders are proposed in Alternatives 2, 3, and 4 along Redlands Boulevard, which will facilitate bicycle use and connectivity through the project area. A sidewalk, curb ramps, ADA compliant improvements and multi-use trail will be provided along southbound Redlands Boulevard. During future project development phases, additional opportunities to incorporate complete streets concepts into the proposed improvements should be considered.

Caltrans uses CSS as an approach to plan, design, construct, maintain, and operate its transportation system aligned with its mission, vision, and goals. CSS employs a collaborative, interdisciplinary approach involving all stakeholders to promote concepts that integrate and balance community, aesthetic, historic, and environmental values with transportation safety, maintenance, and performance goals. As the project progresses through the PA/ED phase, the incorporation of CSS should be implemented through coordination amongst the PDT. CSS will be considered in the design of new structures, including the proposed bridge, to preserve and enhance the aesthetics of the adjacent communities. Project design shall consider features such as light standards or softscape treatments such as re-vegetation, or other landscape treatments to reduce visual impacts and enhance the aesthetic quality of the various project components.

7. ALTERNATIVES

Project Alternatives

Alternative 1 (No Build Alternative): Under this alternative, no reconstruction or improvements would be made to the existing SR-60/Redlands Boulevard interchange other than routine roadway maintenance and currently approved improvements. Refer

to *Attachment B - Project Alternatives Plans* for the existing condition and No Build Alternative.

Common Design Features of the Build Alternatives: Proposed improvements at the SR-60/Redlands Boulevard interchange would increase capacity at the interchange and serve the forecasted increased traffic demands within the project limits. The improvements would include a new Redlands Boulevard overcrossing, standard entrance and exit ramps, widening Redlands Boulevard from two to four lanes, an 8' sidewalk on the west side of Redlands Boulevard, an 11' multi-use trail on the west side of Redlands Boulevard, partial construction of Hemlock Avenue, reconfiguration of Spruce Avenue, and approximately 1100' of retaining wall on the eastbound off-ramp. In all build alternatives, the new Redlands Boulevard overcrossing would be constructed to provide standard vertical clearance over SR-60, and its spans would be designed to allow for future widening of the freeway. Proposed ramps would be designed to require minimal reconstruction in the event of future freeway widening.

The existing Spruce Avenue alignment provides for direct access to Redlands Boulevard. Due to the proposed widening of Redlands Boulevard, reconfiguration of the westbound ramps, and grading required to provide standard vertical clearance for the new Redlands Boulevard overcrossing, the existing Spruce Avenue connectivity to Redlands Boulevard would not be feasible in any of the build alternatives. As a result, a portion of Hemlock Avenue would be constructed. Hemlock Avenue would join Redlands Boulevard north of the proposed westbound ramp intersection and would provide motorists and businesses access to Redlands Boulevard via new unnamed local roadways. Two different Spruce Avenue/Hemlock Avenue configurations are proposed, and are described below with the specific build alternatives.

All build alternatives should be compatible with the Eastern Municipal Water District (EMWD) Booster Pumping Station, which is planned to be relocated from the southwest quadrant of Redlands Boulevard and Ironwood Avenue to the southwest quadrant of Redlands Boulevard and Hemlock Avenue intersection.

To the east of the interchange, improvements are planned to the SR-60/Theodore Street interchange, which would include the addition of auxiliary lanes in both directions along SR-60, between Redlands Boulevard and Theodore Street. In all build alternatives, proposed improvements to the eastbound entrance ramp, westbound exit ramp, and SR-60 mainline should join the auxiliary lanes proposed as part of that project.

All build alternatives would include new traffic signals at all project intersections. All build alternatives would include replacement planting for vegetation and trees currently existing at the interchange.

The study area for all build alternative improvements includes widening Redlands Boulevard and reconstructing the SR-60 overcrossing from two lanes to four lanes in each direction. Improvements on Redlands Boulevard extend approximately 1800'

north of SR-60 and approximately 1250' south of SR-60. Improvements to SR-60 extend approximately 2300' west of Redlands Boulevard, and approximately 1800' east of Redlands Boulevard. Reconstruction of the Redlands Boulevard overcrossing is located at PM 20.368. Refinements to the PM limits will be evaluated in PA/ED.

The following engineering technical reports are anticipated for the build alternatives during the PA/ED phase of the project:

- Advanced Planning Study for the Redlands Boulevard overcrossing
- Preliminary Drainage Reports to address existing and proposed hydrology and hydraulic designs
- Preliminary Materials and Geotechnical Design Reports
- Life-Cycle Cost Analysis for pavement design
- Storm Water Data Report (SWDR) (update to PA/ED level)
- Storm Water Pollution Prevention Plan (SWPPP)
- Right of Way Data Sheets
- Traffic Forecasting and Methodology
- Traffic Analyses (see Section 4. Traffic Engineering Performance Assessment)
- TMP Data Sheets

Alternative 2 (Modified Spread Diamond): Alternative 2 proposes to reconstruct the SR-60/Redlands Boulevard interchange in a modified spread diamond configuration. Improvements under Alternative 2 would include the construction of a new westbound off-ramp and a new westbound loop on-ramp in the northeast quadrant, a new eastbound off-ramp in the southwest quadrant, and a new eastbound on-ramp in the southeast quadrant. The Redlands Boulevard overcrossing would be reconstructed, approximately 282 feet long and 130 feet wide.

Additional improvements in Alternative 2 include a retaining wall approximately 700' in length on the west side of Redlands Boulevard, adjacent to the existing Spruce Avenue alignment. Most of the existing Spruce Avenue alignment would be maintained with Alternative 2. A portion of Hemlock Avenue would be constructed, and a new, unnamed two-lane road would be constructed west of Redlands Boulevard to join Hemlock Avenue and existing Spruce Avenue. Another new, unnamed two lane road would be constructed parallel to Hemlock Avenue to provide access to the existing parcels in the northwest quadrant of the interchange.

Alternative 2 would impact areas in all four interchange quadrants, and additional right of way would be required to accommodate the proposed improvements.

Refer to *Attachment B - Project Alternatives Plans* for the study area and proposed improvements for Alternative 2. Refer to *Attachment C - Typical Cross Sections* for the typical cross sections for Alternative 2.

Alternative 3 (Spread Diamond): Alternative 3 proposes to reconstruct the SR-60/Redlands Boulevard interchange in a spread diamond configuration. Improvements

under Alternative 3 would include the construction of new direct entrance and exit ramps in all quadrants of the interchange. The Redlands Boulevard overcrossing would be reconstructed, approximately 282 feet long and 130 feet wide.

Additional improvements in Alternative 3 include a retaining wall, approximately 300' in length on the west side of Redlands Boulevard, adjacent to the existing Spruce Avenue alignment, and north of the proposed westbound on-ramp. Existing Spruce Avenue would be removed due to the configuration of the proposed westbound on-ramp. As a result, a new, unnamed two-lane road would be constructed parallel to Redlands Boulevard, south of Hemlock Avenue, which would end in a cul-de-sac to join the existing commercial facility. Another new, unnamed two-lane road would be constructed parallel to Hemlock Avenue, to provide access to the existing parcels in the northwest quadrant of the interchange.

Alternative 3 would impact areas in all four interchange quadrants, and additional right of way would be required to accommodate the proposed improvements.

Refer to *Attachment B - Project Alternatives Plans* for the study area and proposed improvements for Alternative 3. Refer to *Attachment C - Typical Cross Sections* for the typical cross sections for Alternative 3.

Alternative 4 (Modified Partial Cloverleaf): Alternative 4 proposes to reconstruct the SR-60/Redlands Boulevard interchange in a modified partial cloverleaf configuration. Improvements under Alternative 4 would include the construction of a new westbound off-ramp and a new westbound loop on-ramp in the northeast quadrant, a new westbound direct on-ramp in the northwest quadrant, a new eastbound off-ramp and loop on-ramp in the southwest quadrant, and a new eastbound on-ramp in the southeast quadrant. The Redlands Boulevard overcrossing would be reconstructed, approximately 282 feet long and 138 feet wide.

Additional improvements in Alternative 4 include a retaining wall approximately 300' in length on the west side of Redlands Boulevard, adjacent to the existing Spruce Avenue alignment, and north of the proposed westbound on-ramp. Existing Spruce Avenue would be removed due to the configuration of the proposed westbound on-ramp. As a result, a new, unnamed, two-lane road would be constructed south of Hemlock Avenue and would end in a cul-de-sac joining the existing commercial facility. A new, unnamed, two lane road would be constructed parallel to Hemlock Avenue to provide access to the existing parcels in the northwest quadrant of the interchange.

Alternative 4 would impact areas in all four interchange quadrants, and additional right of way would be required to accommodate the proposed improvements.

Refer to *Attachment B - Project Alternatives Plans* for the study area and proposed improvements for Alternative 4. Refer to *Attachment C - Typical Cross Sections* for the typical cross sections for Alternative 4.

Non-Standard Features

The following non-standard features have been identified in the proposed alternatives based on post May 7th, 2012 Caltrans HDM 6th Edition standards. Further analysis will be performed in the PA/ED phase. The design exceptions and probability for approval have been discussed at a design standards risk assessment focus meeting on January 13, 2016. Luis Betancourt, Project Delivery Coordinator, and Anthony Ng, Design Liaison, were present at the focus meeting and concurred with the probability of design exception approval. Fact sheets for exceptions to design standards will be prepared to document non-standard features prior to completion of the PA/ED phase of the project. See Table 7.1 for Mandatory and Advisory Design Standards Risk Assessments.

Table 7.1: Mandatory and Advisory Design Standards Risk Assessment

#	Alternative	Design Standard from Highway Design Manual Tables 82.1A & 82.1B	Probability of Design Exception Approval (None, Low, Medium, High,)	Justification for Probability Rating
1	2, 3, 4	501.3 – Minimum Interchange Spacing (Mandatory)	High	Existing condition is not changing with proposed design
2	2, 3, 4	504.7 – Minimum Weave Length (Mandatory)	High	This is an existing condition that cannot be easily remedied without a complete reconstruction of multiple interchanges. The weaving movement will be improved by the auxiliary lanes proposed by the adjacent SR-60/Theodore Street project.
3	2, 3, 4	105.5(2) – Curb Ramps (Advisory)	High	Only placing dual curb ramps where transverse crossing is allowed.
4	2, 3, 4	304.1 – Side Slope (Advisory)	High	Grading for the eastbound on-ramp was completed under a separate Caltrans encroachment permit. Grading was completed with 2:1 fill slopes. A concrete barrier is proposed at the top of the 2:1 slope.

Mandatory Design Exception Features

1. Mandatory Design Exception Feature #1 (existing and proposed feature) – Spacing, HDM Index 501.3

“The minimum interchange spacing shall be one mile in urban areas, two miles outside of urban areas, and two miles between freeway-to-freeway interchanges and other interchanges. The minimum interchanges spacing on Interstates outside of urban areas shall be three miles.”

The segment of SR-60 between Redlands Boulevard and Theodore Street is currently considered to be outside of urban areas; therefore the minimum spacing between interchanges should be two miles. The existing interchange spacing between Redlands Boulevard and Theodore Street is approximately 5280 feet, which is non-standard for both urban areas and outside urban areas. The proposed alternatives will not alter the alignments of Theodore Street or Redlands Boulevard, therefore the interchange spacing will remain the same.

The segment of SR-60 between Moreno Beach Drive and Redlands Boulevard is currently considered to be an urban area; therefore the minimum spacing between interchanges is one mile. The current interchange spacing between Moreno Beach Drive and Redlands Boulevard is 1.2 miles.

2. Mandatory Design Exception Feature #2 (existing and proposed feature) – Weaving Sections, HDM Index 504.7

“The minimum weaving length shall be 2000 feet in urban areas, 5000 feet outside urban areas, and 5000 feet between freeway-to-freeway interchanges and other interchanges.”

The existing weave length between Redlands Boulevard and Theodore Street is approximately 4500 feet. Modifications to the eastbound on-ramp and westbound off-ramp proposed in Alternatives 2, 3, and 4 will reduce the existing weave length. The proposed alternative weave lengths would be nonstandard for rural conditions but standard for urban conditions. The SR-60/Theodore Street Interchange Project is currently proposing to add auxiliary lanes from Theodore Street to Redlands Boulevard. Although the weaving distance will be decreased as a result of the proposed ramp improvements, the weaving movements would be improved by the addition of the auxiliary lanes. The approved Traffic Impact Analysis completed for the SR-60/Theodore Street Interchange Project identifies acceptable LOS.

The existing weave length between Moreno Beach Drive and Redlands Boulevard is more than 2000 feet and considered standard for urban areas.

Advisory Design Exception Features

3. Advisory Design Exception Feature #1 (existing and proposed feature) – Curb Ramps, HDM Index 105.5

“On new construction, two curb ramps should be installed at each corner as shown on the Standard Plans.”

Detail A on the 2010 Revised Standard Plan A88A shows the installation of two (2) curb ramps at each curb return. An eight foot sidewalk and 11 foot trail will be provided on the west side of Redlands Boulevard. Crosswalks will be provided for all north and south crossing maneuvers along the west side of Redlands Boulevard. Pedestrians will be traveling mostly in the north and south directions within the westbound and eastbound ramp intersections. Proposed Caltrans access control between the westbound and eastbound ramp intersections limits the need for pedestrians to cross Redlands Boulevard. Additionally, transverse crossings at all intersections would increase delay at the intersections; therefore, dual curb ramps are not proposed because pedestrians will be permitted to travel north and south only.

4. Advisory Design Exception Feature #2 (proposed feature) – Side Slope Standards, HDM Index 304.1

“For new construction, widening, or where slopes are otherwise being modified, embankment (fill) slopes should be 4:1 or flatter.”

Grading for the eastbound on-ramp was completed in 2010. Coordination with Caltrans and the City was completed as part of the grading effort, and is documented under the Caltrans encroachment permit number 08-09-6-DD-0825 (or 08-08-6-DD-0903, which was canceled). Grading was completed with 2:1 fill slopes. A concrete barrier is proposed at the top of the 2:1 slope to protect drivers who encroach on the 2:1 slope.

Additional Considerations

Aesthetics

Aesthetic design for this interchange will be considered during the PA/ED and Plans, Specification, and Estimate (PS&E) phases.

Transportation Management Plan

Based on the initial examination of items related to the TMP Data Sheets, the impacts of the project to the freeway are estimated to be ‘minor’ while the impacts to the ramps and local roads are estimated to be ‘major.’ TMP Data Sheets will be developed during the PA/ED phase in order to recommend methods of reducing construction and circulation impacts.

Construction Staging

It is anticipated that the project will be staged to minimize impacts to existing traffic. Construction of the overcrossing in all build alternatives will require reduced lane

widths, partial closures or full closures on SR-60. A preliminary stage construction concept will be developed in the PA/ED phase. Detailed staging plans and traffic handling plans will be developed in the PS&E.

Storm Water Best Management Practices

A PID phase SWDR has been prepared to identify potential storm water quality issues and permanent Best Management Practices (BMPs). The SWDR will be updated during the PA/ED and PS&E phases to reflect the preferred alternative. A Storm Water Pollution Prevention Plan (SWPPP) will be prepared for this project during PS&E to address construction BMPs. It is anticipated that proposed right of way for the build alternatives would provide adequate area for BMPs. This will be confirmed during the PA/ED and PS&E phases. The downstream receiving water body for the project is Reach 3 of the San Jacinto River. The San Jacinto River in this area has not been identified on the Clean Water Act Section 303(d) Impaired Water List. The anticipated storm water project risk level is Risk Level 2.

Permits

It is anticipated that the following permits will be required for the project:

- National Pollutant Discharge Elimination System (NPDES) Permit Notice of Intent (NOI)
- State Right-of-Way Encroachment Permit
- City of Moreno Valley Encroachment Permit
- California Department of Fish and Wildlife (CDFW) 1602 Streambed Alteration Agreement
- Regional Water Quality Control Board (RWQCB) 401 Water Quality Certification
- 404 U.S. Army Corps of Engineers Permit
- Western Riverside Multi Species Habitat Conservation Plan (WRMSHCP) Consistency Determination
- Determination of Biological Equivalent or Superior Preservation Report
- NPDES Permit, Order No. R8-2010-0033, No CAS618033
- NPDES Permit, Order No. 2012-0011-DWQ, No. CAS000003
- NPDES No. CAS000002, General Construction Permit (GCP) Order No. 2009-009-DWQ

8. RIGHT-OF-WAY

Right of Way

Below is a summary of the right of way required for each project alternative. *Attachment G - Conceptual Cost Estimate - Right of Way Component* provides a more detailed description of the right of way requirements.

Alternative 1 (No Build): No parcels are required.

Alternative 2: (Build Alternative): The build alternative is anticipated to require 23 partial right of way takes (including Temporary Construction Easements (TCE)), and seven (7) full right of way takes. Partial and TCE right of way impacts have been identified in all quadrants of the interchange, consisting of vacant land, single family residents, and industrial land uses. Encroachment permits would be needed from the City and the County for temporary construction activities within their parcels adjacent to the project.

Alternative 3 and Alternative 4: (Build Alternative): Build Alternative 3 and Alternative 4 have identical right of way impacts. The alternatives are anticipated to require 22 partial right of way takes (including TCE), and nine (9) full right of way takes. Partial and TCE right of way impacts have been identified in all quadrants of the interchange, consisting of vacant land, single family residents, and industrial land uses. Encroachment permits would be needed from the City and the County for temporary construction activities within their parcels adjacent to the project.

Utilities

Utility research was initiated via the Dig Alert website to establish a list of potential utility companies in and around the project area. Additional utility data was obtained from available utility as-built plans, and field verified data. The following utilities have confirmed that they have facilities within or immediately adjacent to the project site:

<u>Utility</u>	<u>Owner</u>
Cable	Time Warner Cable
Electrical	Southern California Edison Moreno Valley Electric
Gas	Southern California Gas
Water	Eastern Municipal Water District (EMWD) Riverside County Flood Control & Water Conservation District
Wireless	Verizon

Additional coordination with the identified utility companies will be performed during the PA/ED, PS&E, and construction phases. EMWD plans to construct a sewer line in the vicinity of the SR-60/Redlands Boulevard interchange. Ongoing coordination prior to construction of the sewer line is anticipated in order to minimize conflicts with the proposed interchange improvements. Anticipated utility impacts include relocations of water appurtenances and adjustments to grade of communication manholes and pull boxes. Existing overhead electrical lines located along the west side of Redlands Boulevard and north side of SR-60 are anticipated to be relocated. Gas lines are anticipated to be protected in place. Extents of utility impacts, appropriate measures, and potential costs will be evaluated further during the PA/ED phase.

Railroad

There are no railroad facilities within the project limits.

9. STAKEHOLDER INVOLVEMENT

The City, who is the project sponsor, attended a project focus meeting on August 5, 2015, to initiate the project. The City and Caltrans attended a Pre-PID meeting on November 3, 2015, to understand and develop the build alternatives and the purpose and need.

The draft environmental document prepared for this project will be publicly noticed and circulated as applicable. A series of public workshops and/or potential interviews with stakeholders and property owners are anticipated to gain input prior to completion of the draft environmental document. This will include a discussion of the City's regulations for aesthetics. Additionally, resource agencies, Caltrans, the City and all other stakeholders will have the opportunity to provide comments relative to CSS during the public workshops during PA/ED.

10. ENVIRONMENTAL DETERMINATION/DOCUMENT

Based on examination of the project and preliminary supporting information, Caltrans determined that this project would qualify as an Initial Study (IS) resulting in a Negative Declaration (ND) in compliance with CEQA and an Environmental Assessment (EA) resulting in a Finding of no Significant Impact (FONSI) in compliance with NEPA.

11. FUNDING

The current project phase has been funded by local Development Impact Fees (DIF).

It has been determined that this project is eligible for Federal-aid funding. Future project phases may be funded with any combination of federal, state, or local funds. The City would solicit federal funds future phases of this project as opportunities arise.

Potential funding sources include federal transportation-related grants, state grants, Transportation Uniform Mitigation Fee (TUMF) funds, Riverside County Measure "A" funds, DIF, and other regional and local sources. Redlands Boulevard is a regional facility and is currently on Western Riverside Council of Governments' TUMF Arterial Network. The proposed project may also be eligible for federal Congestion Mitigation and Air Quality Program funding. Eligibility would be determined during PA/ED when the Traffic Operations Analysis Report is prepared.

Capital Outlay Project Estimate**Table 11.1: Capital Outlay Project Estimate**

	Range of Estimate	
	Construction	Right-of-Way
Alternative 1	\$0	\$0
Alternative 2	\$36M – \$38M	\$8M – \$10M
Alternative 3	\$37M – \$39M	\$12M – \$14M
Alternative 4	\$38M – \$40M	\$12M – \$14M

The level of detail available to develop the Capital Outlay Project Estimates is only accurate to within the above ranges and is useful for long-range planning purposes only. Refer to *Attachment D – Capital Outlay Cost Estimate* for the build alternatives Capital Outlay Project Estimates. The Capital Outlay Project Estimates should not be used to program or commit State-programmed capital outlay funds. A project report will serve as the appropriate document from which the remaining support and capital components of the project will be programmed.

Capital Outlay Support Estimate

Capital outlay support estimate for programming PA/ED for this project: \$1.09M.

12. SCHEDULE

Project milestones for PA/ED are shown in Table 12.1. The target for starting the PA/ED phase is summer-2017. The PA/ED phase duration is 24 months, with completion in summer-2019. Construction is anticipated to begin April 2021 for a period of 24 months. The assumed funding fiscal year for construction is 2020/2021.

Table 12.1: Project Milestones

Project Milestones		Scheduled Delivery Date (Month Year)
APPROVE PID	M010	MAY 2016
BEGIN ENVIRONMENTAL	M020	JULY 2017
CIRCULATE DRAFT PROJECT REPORT & DRAFT ENVIRONMENTAL DOCUMENT EXTERNALLY	M120	DECEMBER 2018
PA/ED COMPLETE	M200	AUGUST 2019

The above schedule is contingent upon funding for future phases.

13. RISKS

The Project Risk Management Team has prepared a risk register that identifies risks to carry forward to the PA/ED phase. Twenty (20) potential risks were identified, all threats. The probability and impact vary with each one, these risks require close attention throughout the project. These risks should be monitored and updated during the PA/ED phase. Based on additional information gained at that time, risks may be avoided through design refinements, accepted and managed, or transferred to other parties.

A summary of the risks associated with high cost impacts and/or high time impacts is listed below. See *Attachment H – Risk Register* for the Risk Register.

- Lack of project funding
- Utility relocation difficulties
- Change in City Council direction and/or staff
- Right of way acquisition delay
- Hemlock Pumping Station

14. FHWA COORDINATION

This PSR-PDS has been reviewed by Caltrans' FHWA Liaison, Anthony Ng, on April 11, 2016, and is eligible for federal aid funding. SR-60 is off the federal interstate system and is exempt from federal approval for design.

15. PROJECT REVIEWS

This PSR-PDS has been provided to Headquarter (HQ) and District functional unit staff for review. It has been reviewed by: HQ Project Delivery Coordinator, Luis Betancourt, on February 1, 2016; HQ Design Liaison, Anthony Ng, on April 11, 2016; District Design Oversight, Mainul Khan, on April 20, 2016; District Traffic Operations Surveillance A, Manuel Jabson, on April 11, 2016; and District Constructability, Wil Ochoa, on January 6, 2016.

16. PROJECT CONTACTS

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Project Manager
Caltrans District 8

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Mainul Khan(909) 388-7307
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 Caltrans District 8

Aaron Burton(909) 383-2841
 Branch Chief, Environmental Studies B
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 Consultant Project Engineer
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King Thomas.....(949) 553-0666
 Environmental Studies
 LSA Associates, Inc.

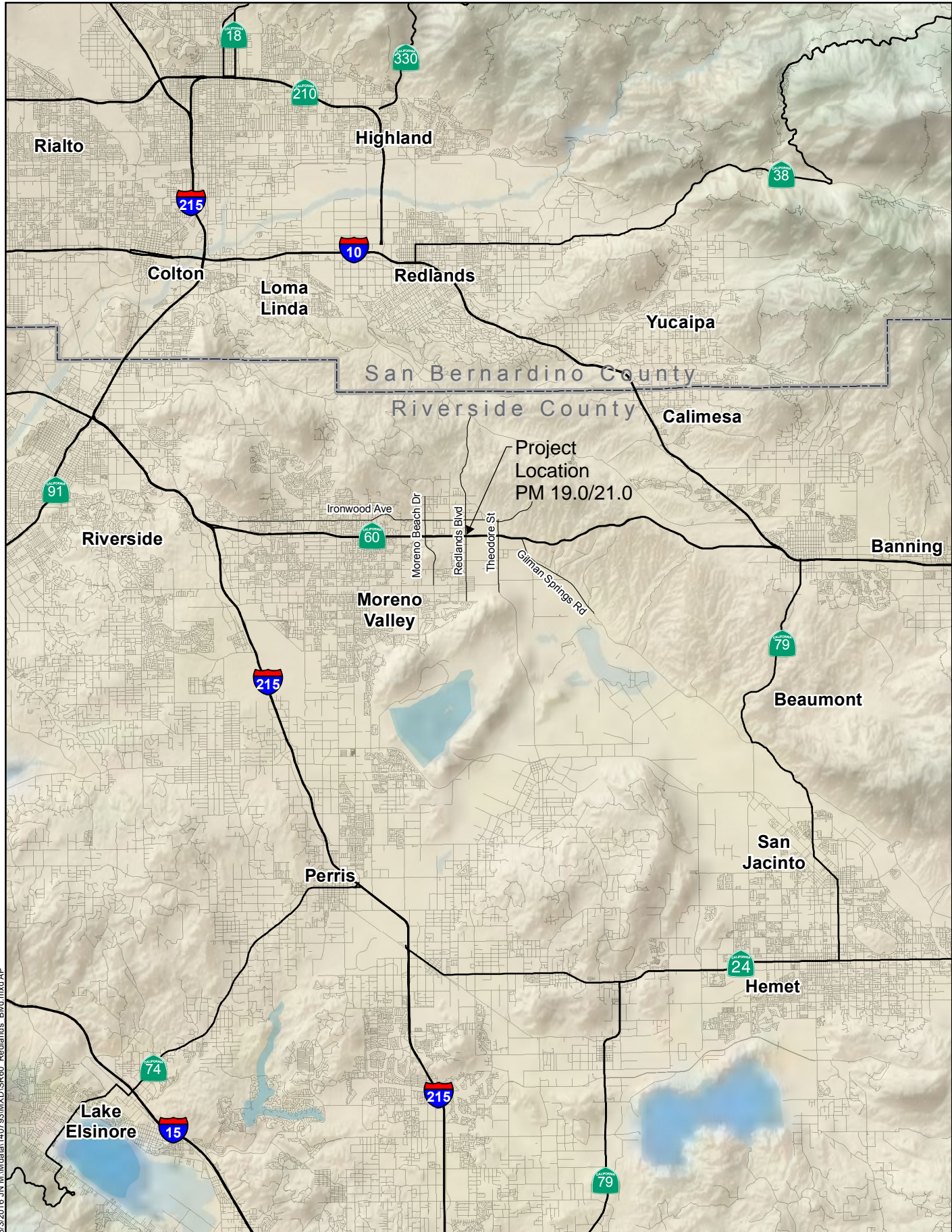
17. ATTACHMENTS

Attachment A – Location Map
 Attachment B – Project Alternatives Plans
 Attachment C – Typical Cross Sections
 Attachment D – Capital Outlay Cost Estimate
 Attachment E – Preliminary Environmental Analysis Report (PEAR)
 Attachment F – Transportation Planning Scoping Information Sheet
 Attachment G – Conceptual Cost Estimate – Right-of-Way Component
 Attachment H – Risk Register
 Attachment I – City of Moreno Valley General Plan – Circulation Plan
 Attachment J – Storm Water Data Report – Signed Cover Sheet

Location Map

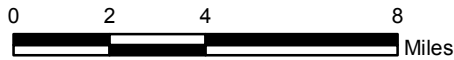
Attachment A

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT



3/2/2016 J:\M\Map\1407931\MXD\SR60_Redlands Blvd.mxd AP

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT



SR-60 / REDLANDS BOULEVARD INTERCHANGE

Location Map

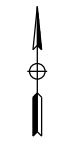
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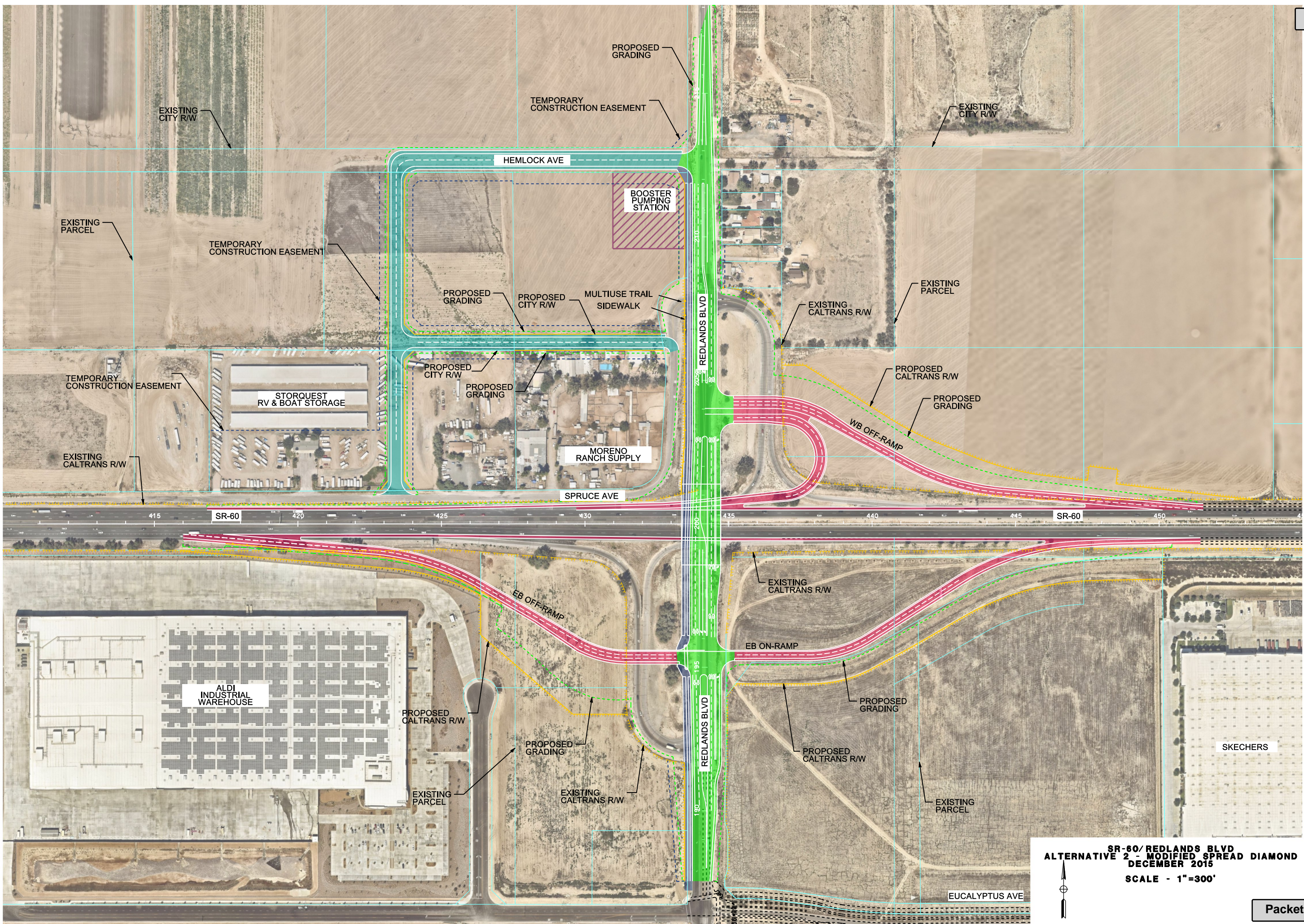
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Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

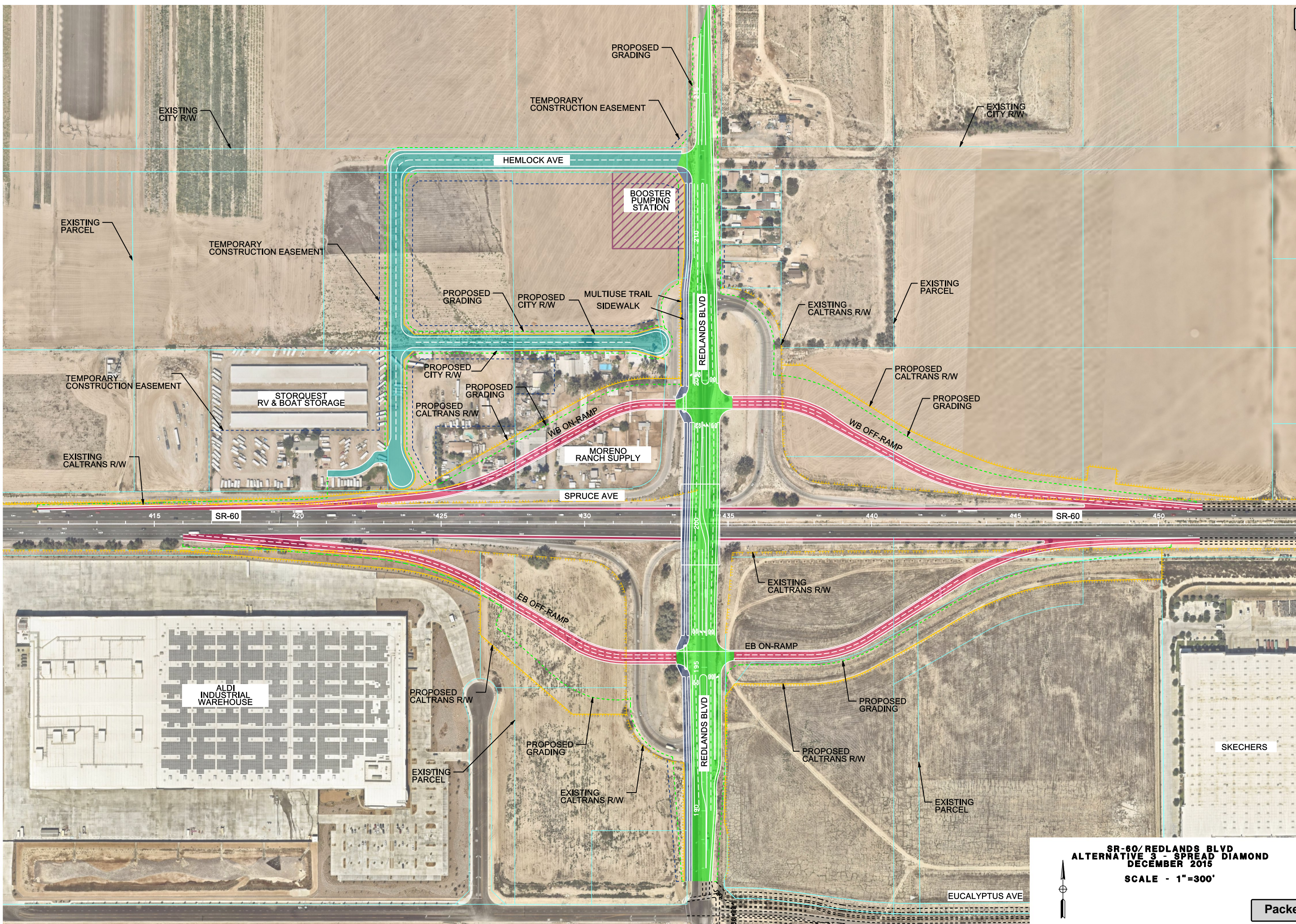


SR-60/ REDLANDS BLVD
 ALTERNATIVE 1 - NO BUILD
 DECEMBER 2015
 SCALE - 1"=300'

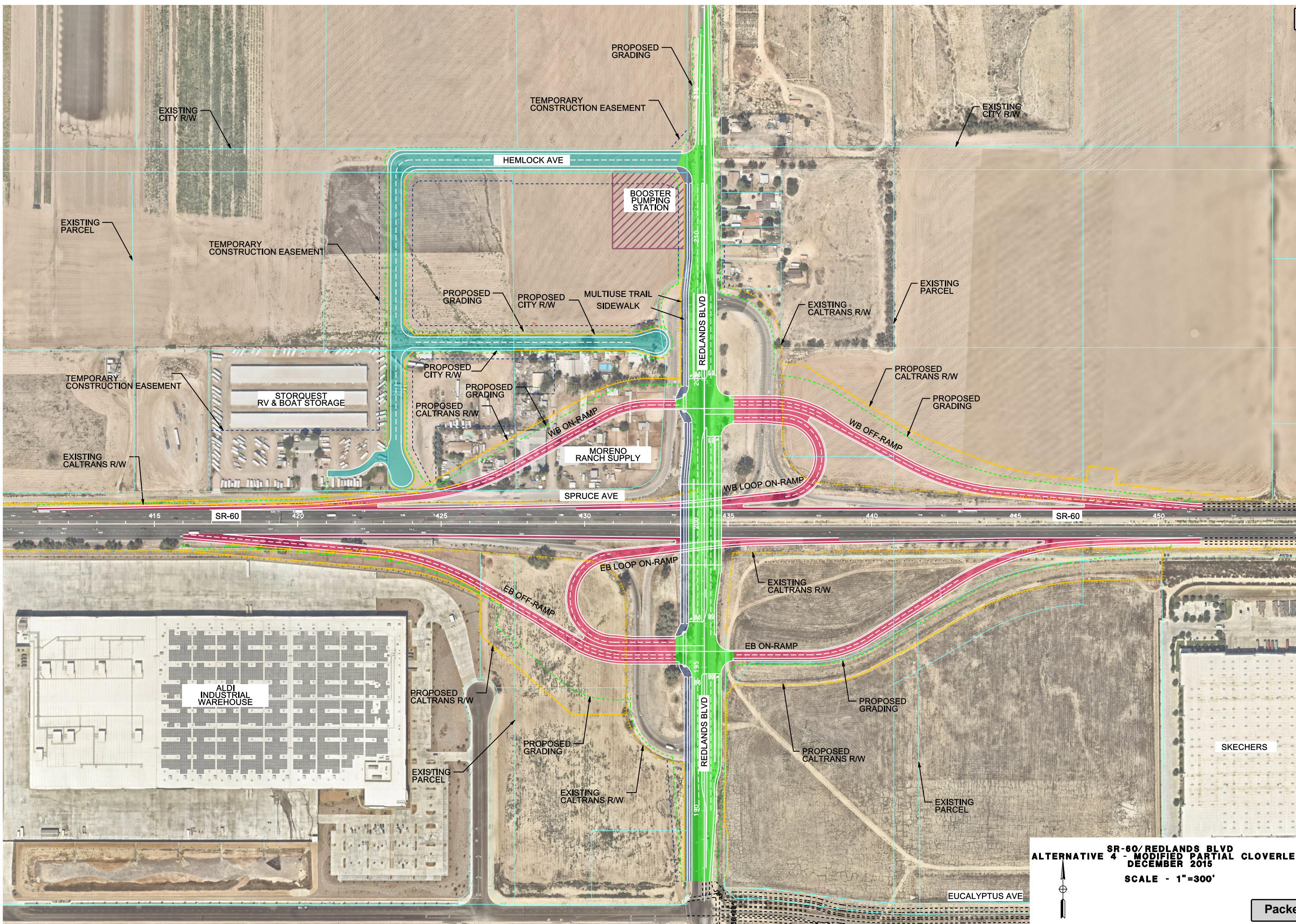




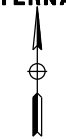
SR-60/ REDLANDS BLVD
 ALTERNATIVE 2 - MODIFIED SPREAD DIAMOND
 DECEMBER 2015
 SCALE - 1"=300'



SR-60/ REDLANDS BLVD
 ALTERNATIVE 3 SPREAD DIAMOND
 DECEMBER 2015
 SCALE - 1"=300'

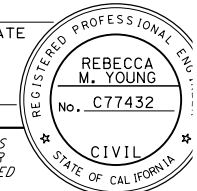


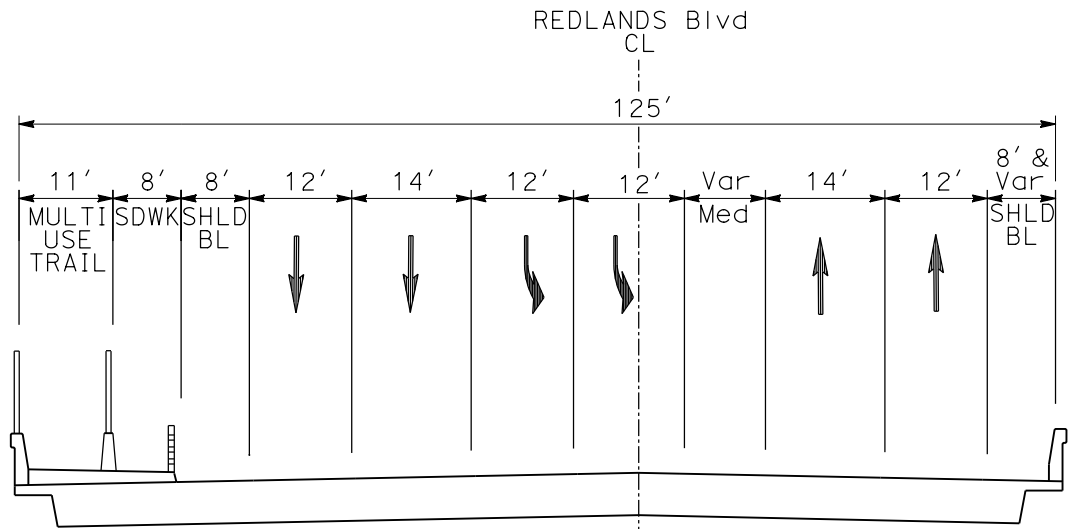
SR-60/ REDLANDS BLVD
 ALTERNATIVE 4 - MODIFIED PARTIAL CLOVERLEAF
 DECEMBER 2015
 SCALE - 1"=300'



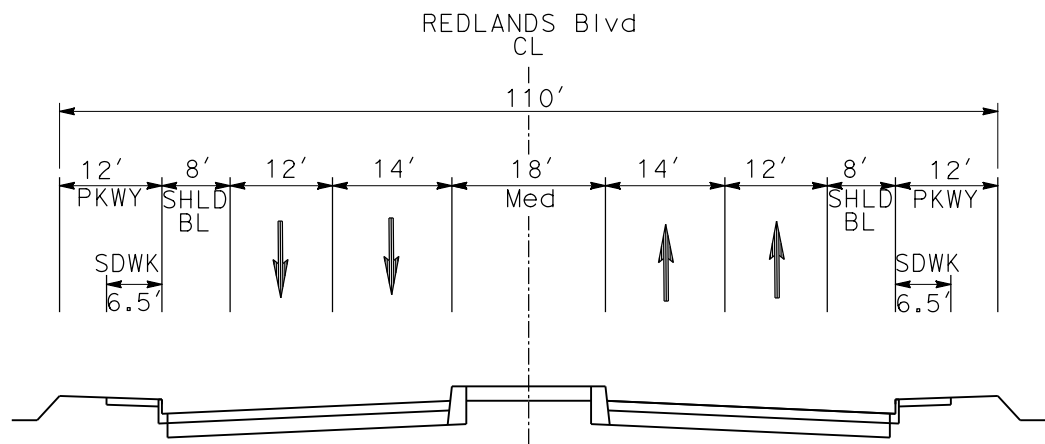
Typical Cross Sections

Attachment C

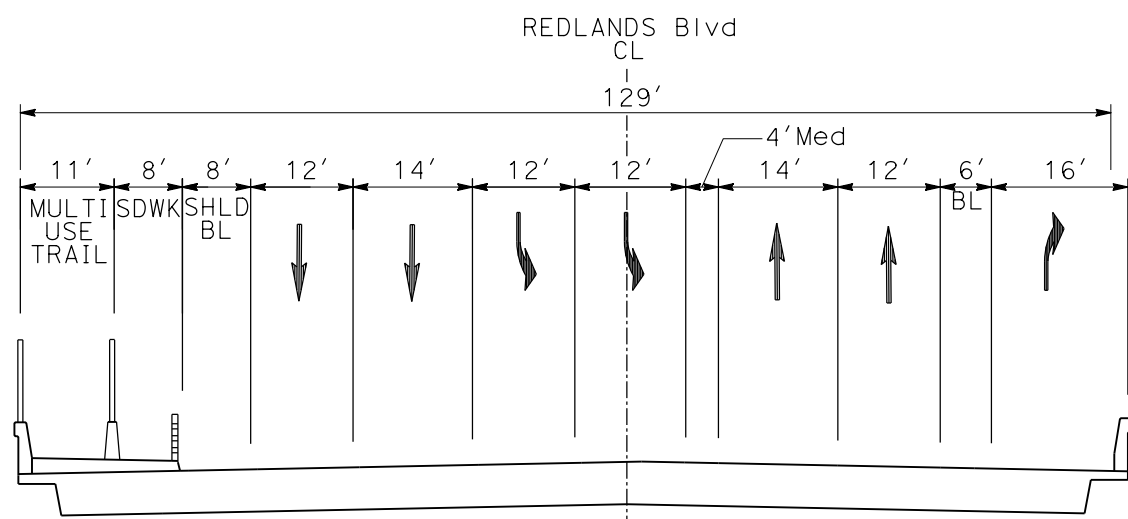
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8	Riv	60	19.0-21.0	
REGISTERED CIVIL ENGINEER DATE				
				
PLANS APPROVAL DATE				
<small>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</small>				
MICHAEL BAKER INTL 3536 CONCOURS STREET SUITE 100 ONTARIO, CA 91764			CITY OF MORENO VALLEY 14177 FREDERICK STREE MORENO VALLEY, CA 925	



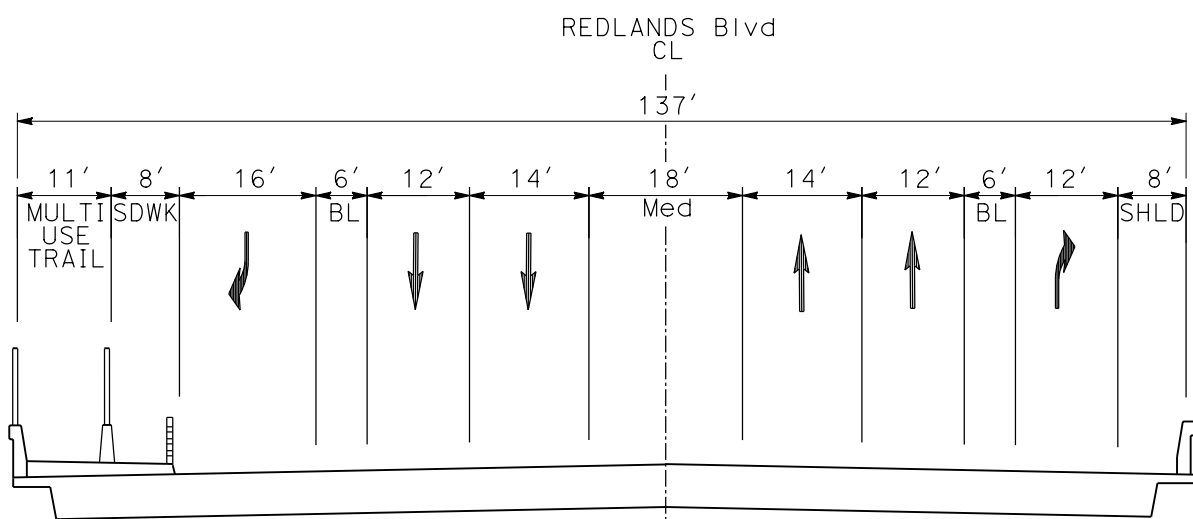
ALTERNATIVE 3 - BRIDGE



ALTERNATIVE 2, 3, 4 - ROADWAY



ALTERNATIVE 2 - BRIDGE



ALTERNATIVE 4 - BRIDGE

ABBREVIATIONS
BL - BIKE LANE

**TYPICAL CROSS SECTIONS
REDLANDS BOULEVARD**
ATTACHMENT C
NO SCALE

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans

REVISOR: R. YOUNG
DESIGNED BY: R. RATZLAFF
CHECKED BY:
CALCULATED/DESIGNED BY:
SUPERVISOR: T. HAILE

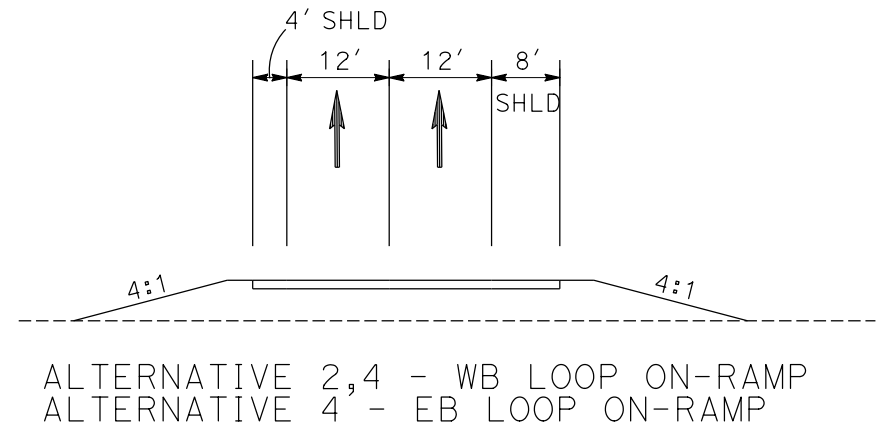
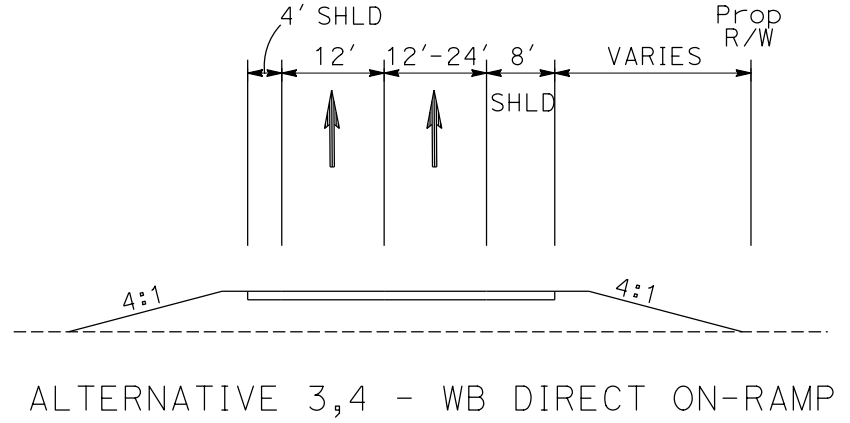
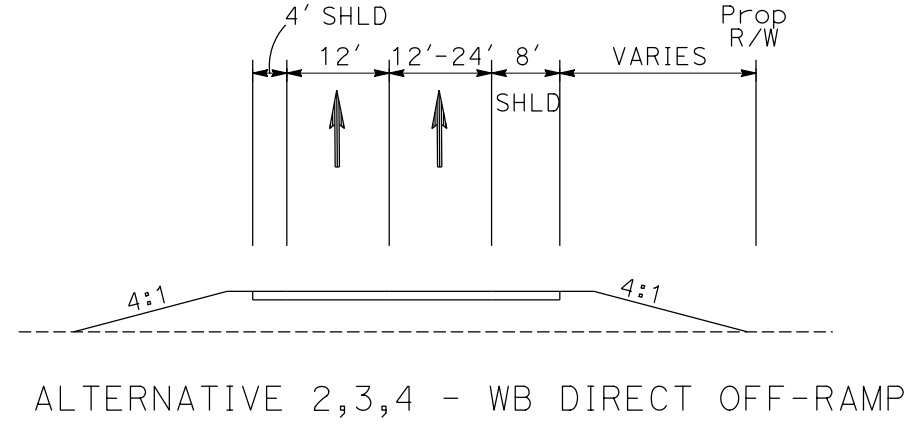
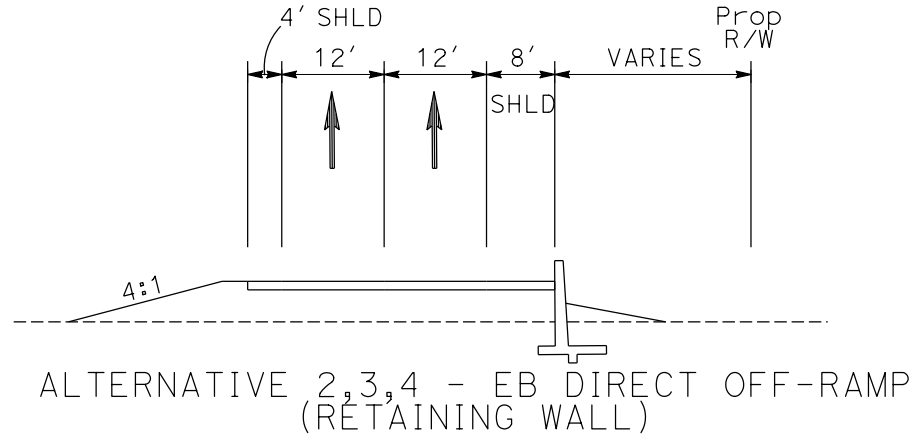
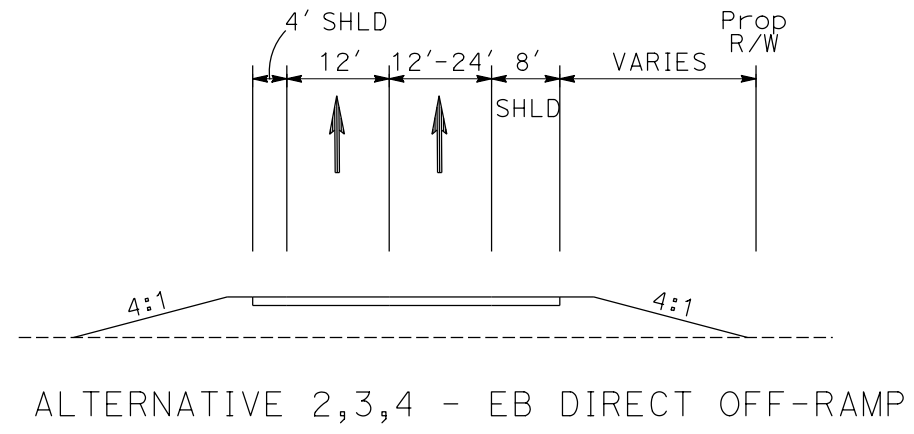
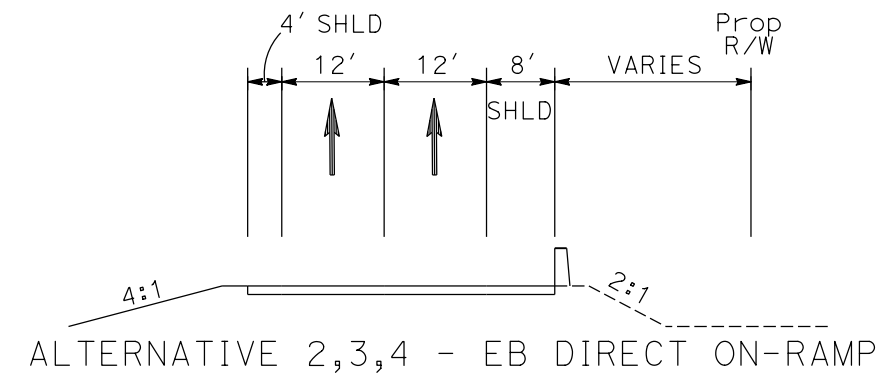
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Attachment: 60-Redlands PSR-PDS (2827) : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	CONSULTANT FUNCTIONAL SUPERVISOR	CALCULATED-DESIGNED BY	REVISOR	DATE
Caltrans	T. HAILE	CHECKED BY	R. YOUNG	
			R. RATZLAFF	

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	A.23.a
8	Riv	60	19.0-21.0	
REGISTERED CIVIL ENGINEER DATE				
PLANS APPROVAL DATE				
MICHAEL BAKER INTL 3536 CONCOURS STREET SUITE 100 ONTARIO, CA 91764			CITY OF MORENO VALLEY 14177 FREDERICK STREE MORENO VALLEY, CA 925	

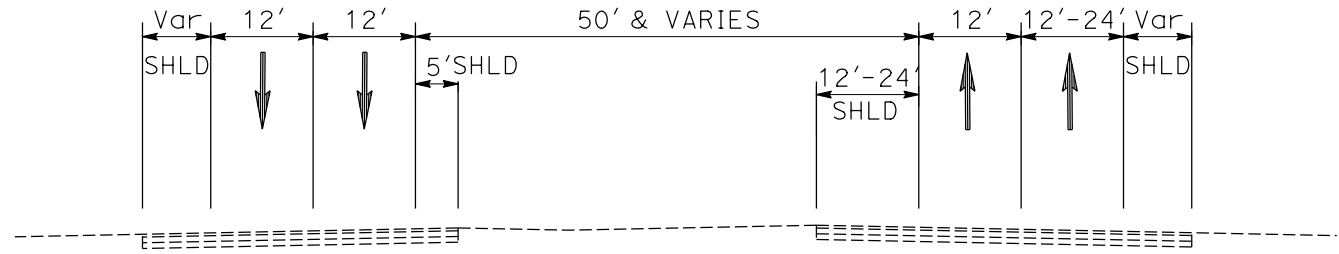


**TYPICAL CROSS SECTIONS
SR-60/REDLANDS BOULEVARD RAMPS**
ATTACHMENT C
NO SCALE

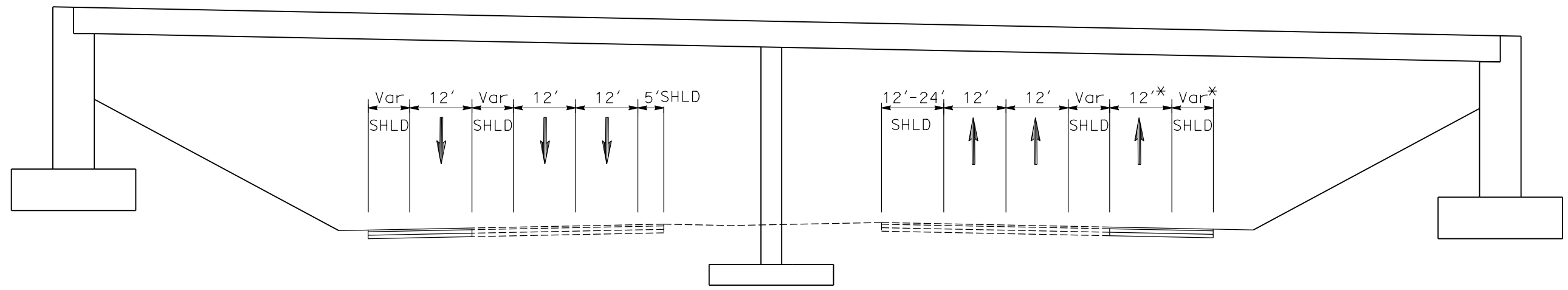
Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans
 CONSULTANT FUNCTIONAL SUPERVISOR: T. HAILE
 CALCULATED/DESIGNED BY: R. YOUNG
 CHECKED BY: R. RATZLAFF
 REVISED BY: R. YOUNG
 DATE REVISED: R. RATZLAFF

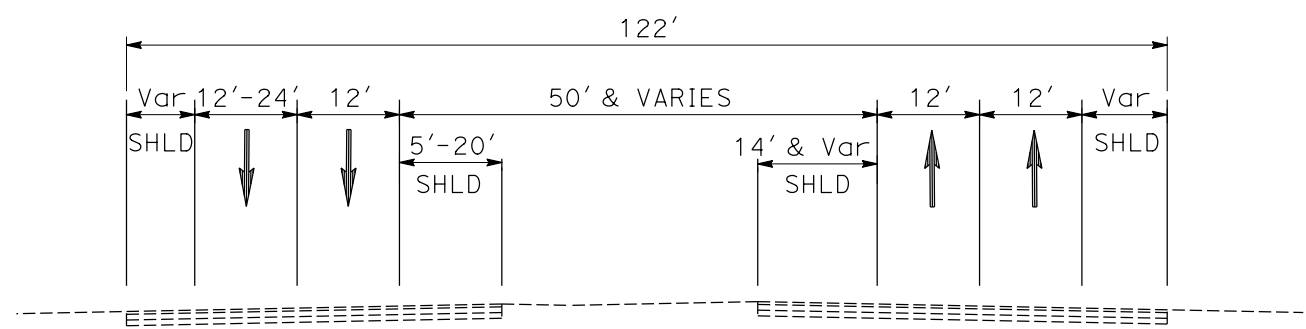
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	A.23.a
8	Riv	60	19.0-21.0	
REGISTERED CIVIL ENGINEER DATE				
PLANS APPROVAL DATE				
MICHAEL BAKER INTL 3536 CONCOURS STREET SUITE 100 ONTARIO, CA 91764			CITY OF MORENO VALLEY 14177 FREDERICK STREET MORENO VALLEY, CA 925	



ALTERNATIVE 2,3,4 - SR-60 EAST OF REDLANDS BOULEVARD



ALTERNATIVE 2,3,4 - SR-60 AT REDLANDS BOULEVARD
 (* ALTERNATIVE 4 ONLY)



ALTERNATIVE 2,3,4 - SR-60 WEST OF REDLANDS BOULEVARD

TYPICAL CROSS SECTIONS
SR-60
ATTACHMENT C
 NO SCALE

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

Capital Outlay Cost Estimate

Attachment D

Preliminary Cost Estimate

Project ID: 081500159

Type of Estimate : PSR-PDS
 Program Code :
 Project Limits : 08-Riv-60-19.0/21.0
 Description: Modified Spread Diamond - Entire Project
 Scope :
 Alternative : 2

	Current Cost	Escalated Cost
ROADWAY ITEMS	\$ 26,413,800	\$ 31,539,459
STRUCTURE ITEMS	\$ 10,500,000	\$ 12,537,549
SUBTOTAL CONSTRUCTION COST	\$ 36,913,800	\$ 44,077,008
RIGHT OF WAY	\$ 9,436,382	\$ 11,623,658
TOTAL CAPITAL OUTLAY COST	\$ 46,351,000	\$ 55,701,000
PR/ED SUPPORT	\$ 1,090,000	\$ 1,090,000
PS&E SUPPORT	\$ 1,170,000	\$ 1,170,000
RIGHT OF WAY SUPPORT	\$ 300,000	\$ 300,000
CONSTRUCTION SUPPORT	\$ 1,290,000	\$ 1,290,000
TOTAL CAPITAL OUTLAY SUPPORT COST*	\$ 3,850,000	\$ 3,850,000
TOTAL PROJECT COST	\$ 50,300,000	\$ 59,600,000

If Project has been programmed enter Programmed Amount \$ 54,113,000

Date of Estimate (Month/Year) Month / Year
3 / 2016
 Estimated Date of Construction Start (Month/Year) 4 / 2021
 Number of Working Days 480 Working Days
 Estimated Mid-Point of Construction (Month/Year) Month / Year
 Number of Plant Establishment Days Days

Estimated Project Schedule

PID Approval
 PA/ED Approval
 PS&E
 RTL
 Begin Construction

Approved by Project
Manager

 Project Manager Date Phone

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

I. ROADWAY ITEMS SUMMARY

Section		Cost
1	Earthwork	\$ 1,360,600
2	Pavement Structural Section	\$ 5,621,000
3	Drainage	\$ 1,017,900
4	Specialty Items	\$ 427,600
5	Environmental	\$ 3,101,500
6	Traffic Items	\$ 4,878,000
7	Detours	\$ 150,000
8	Minor Items	\$ 496,700
9	Roadway Mobilization	\$ 1,705,400
10	Supplemental Work	\$ 170,600
11	State Furnished	\$ 824,000
12	Contingencies	\$ 5,282,800
13	Overhead	\$ 1,377,700
TOTAL ROADWAY ITEMS		\$ 26,413,800

Estimate Prepared By Randal D. Ratzlaff, P.E. 12/2/2015 909-974-4973
 Name and Title Date Phone

Estimate Reviewed By Rebecca Young, P.E. 12/2/2015 909-974-4976
 Name and Title Date Phone

By signing this estimate you are attesting that you have discussed your project with all functional units and have incorporated all their comments or have discussed with them why they will not be incorporated.

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

SECTION 1: EARTHWORK

Item code	Unit	Quantity	Unit Price (\$)	Cost
160101 Clearing & Grubbing	LS	1	x 20,000.00 = \$	20,000
170101 Develop Water Supply	LS	1	x 25,000.00 = \$	25,000
190101 Roadway Excavation	CY	43,500	x 12.00 = \$	522,000
192037 Structure Excavation (Retaining Wall)	CY	2,564	x 20.00 = \$	51,280
198001 Impored Borrow	CY	68,000	x 8.00 = \$	544,000
XXXXXX Bridge Removal	LS	1	x 135,000.00 = \$	135,000
193013 Structural Backfill (Retaining Wall)	CY	2,532	x 25.00 = \$	63,300

TOTAL EARTHWORK SECTION ITEMS	\$ 1,360,600
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SECTION 2: PAVEMENT STRUCTURAL SECTION

Item code	Unit	Quantity	Unit Price (\$)	Cost	
260201 Class 2 Aggregate Base	CY	17,200	x 55.00 = \$	946,000	
280000 Lean Concrete Base	CY	5,300	x 150.00 = \$	795,000	
390132 Hot Mix Asphalt (Type A)	TON	7,300	x 90.00 = \$	657,000	
390137 Rubberized Hot Mix Asphalt (Gap Graded)	TON	3,100	x 110.00 = \$	341,000	
400050 Concrete Pavement (Trail)	CY	1,190	x 400.00 = \$	476,000	used CRCP
401050 Jointed Plain Concrete Pavement (JPCP)	CY	11,200	x 130.00 = \$	1,456,000	JPCP
731504 Minor Concrete (Curb and Gutter)	CY	1,400	x 400.00 = \$	560,000	
731521 Minor Concrete (Sidewalk)	CY	1,300	x 300.00 = \$	390,000	

TOTAL STRUCTURAL SECTION ITEMS	\$ 5,621,000
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Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

SECTION 3: DRAINAGE

Item code	Unit	Quantity		Unit Price (\$)		Cost
XXXXXX Inlets and Manholes	EA	28	x	5,000.00	= \$	140,000
Extend 42-in Culvert	LF	500	x	200.00	= \$	100,000
Extend Triple 4'x2' RCB Culvert	LF	110	x	890.00	= \$	97,900
Ditch and Slope Protection	LS	1	x	100,000.00	= \$	100,000
Remove Existing Drainage Systems	EA	5	x	10,000.00	= \$	50,000
18-in & 24-in Culverts	LF	1,000	x	150.00	= \$	150,000
36-in Pipes	LF	2,000	x	175.00	= \$	350,000
Culvert Cleaning, Inspection, & Repair	LF	300	x	100.00	= \$	30,000

TOTAL DRAINAGE ITEMS	\$ 1,017,900
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SECTION 4: SPECIALTY ITEMS

Item code	Unit	Quantity		Unit Price (\$)		Cost
190110 Lead Compliance Plan	LS	1	x	5,000.00	= \$	5,000
510060 Structural Concrete (Retaining Wall)	CY	947	x	380.00	= \$	359,860
520103 Bar Reinf. Steel (Retaining Wall)	LB	48,671	x	1.00	= \$	48,671
839543 Transition Railing (WB-31)	EA	2	x	3,500.00	= \$	7,000
839585 Alternative Flared Terminal System	EA	2	x	3,500.00	= \$	7,000

TOTAL SPECIALTY ITEMS	\$ 427,600
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Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

SECTION 5: ENVIRONMENTAL

5B - LANDSCAPE AND IRRIGATION

Item code	Unit	Quantity		Unit Price (\$)	=	Cost
200001 Highway Planting	SQFT	149,000	x	4.00	= \$	596,000
20XXXX Highway Planting (Infield areas)	SQFT	904,000	x	2.00	= \$	1,808,000
2030XX Erosion Control (TBD)	SQFT	1,150,000	x	0.50	= \$	575,000
<u>Subtotal Landscape and Irrigation</u>						<u>\$ 2,979,000</u>

5C - NPDES

Item code	Unit	Quantity		Unit Price (\$)	=	Cost
074016 Construction Site Management	LS	1	x	10,000.00	= \$	10,000
074019 Prepare SWPPP	LS	1	x	50,000.00	= \$	50,000
074032 Temporary Concrete Washout Facility	EA	20	x	2,000.00	= \$	40,000
074033 Temporary Construction Entrance	EA	5	x	4,500.00	= \$	22,500
<u>Subtotal NPDES (Without Supplemental Work)</u>						<u>\$ 122,500</u>

*Applies to all SWPPPs and those WPCPs with sediment control or soil stabilization BMPs.

**Applies to both SWPPPs and WPCP projects.

*** Applies only to project with SWPPPs.

TOTAL ENVIRONMENTAL	\$ 3,101,500
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SECTION 6: TRAFFIC ITEMS

6A - Traffic Electrical

Item code	Unit	Quantity		Unit Price (\$)	=	Cost
86055X Lighting & Sign Illumination	LS	1	x	350,000.00	=	\$ 350,000
8609XX Traffic Monitoring Stations	EA	2	x	50,000.00	=	\$ 100,000
860XXX Signals & Lighting	EA	6	x	200,000.00	=	\$ 1,200,000
8611XX Ramp Metering System (Location X)	EA	2	x	100,000.00	=	\$ 200,000
86XXXX Fiber Optic Conduit System	LS	1	x	500,000.00	=	\$ 500,000
XXXXX Street Lights	EA	35	x	9,000.00	=	\$ 315,000
XXXXX Call Box Relocation	EA	2	x	4,000.00	=	\$ 8,000
XXXXX CCTV Relocations	EA	1	x	5,000.00	=	\$ 5,000
XXXXX Overhead Sign Structures	EA	4	x	150,000.00	=	\$ 600,000
<u>Subtotal Traffic Electrical</u>						<u>\$ 3,278,000</u>

6B - Traffic Signing and Striping

Item code	Unit	Quantity		Unit Price (\$)	=	Cost
84XXXX Signing and Striping	LS	1	x	1,000,000.00	=	\$ 1,000,000
<u>Subtotal Traffic Signing and Striping</u>						<u>\$ 1,000,000</u>

6C - Stage Construction and Traffic Handling

Item code	Unit	Quantity		Unit Price (\$)	=	Cost
120100 Traffic Control System	LS	1	x	600,000.00	=	\$ 600,000
<u>Subtotal Stage Construction and Traffic Handling</u>						<u>\$ 600,000</u>

TOTAL TRAFFIC ITEMS	\$ 4,878,000
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Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

SECTION 7: DETOURS

Include constructing, maintaining, and removal

Item code	Unit	Quantity	Unit Price (\$)	Cost
1286XX Temporary Signals	EA	1	x 150,000.00 = \$	150,000
TOTAL DETOURS				\$ 150,000
SUBTOTAL SECTIONS 1-7				\$ 16,556,600

SECTION 8: MINOR ITEMS

Other Minor Items			3.0%	\$ 496,698
Total of Section 1-7	\$	16,556,600	x 3.0%	= \$ 496,698
TOTAL MINOR ITEMS				\$ 496,700

SECTIONS 9: MOBILIZATION

item code				
999990	Total Section 1-8	\$	17,053,300	x 10% = \$ 1,705,330
TOTAL MOBILIZATION				\$ 1,705,400

SECTION 10: SUPPLEMENTAL WORK

<i>Cost of NPDES Supplemental Work specified in Section 5C</i>				= \$ -
Total Section 1-8	\$	17,053,300	1%	= \$ 170,533
TOTAL SUPPLEMENTAL WORK				\$ 170,600

SECTION 11: STATE FURNISHED MATERIALS AND EXPENSES

Item code	Unit	Quantity	Unit Price (\$)	Cost
066063 Public Information	LS	1	x 100,000.00 =	\$100,000
066062A COZEEP Expenses	LS	1	x 553,375.00 =	\$553,375
Total Section 1-8	\$	17,053,300	1% =	\$ 170,533

TOTAL STATE FURNISHED	\$824,000
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SECTION 12: TIME-RELATED OVERHEAD

Estimated Time-Related Overhead (TRO) Percentage (0% to 10%) = 5%

Item code	Unit	Quantity	Unit Price (\$)	Cost
			Total of All Contract Items Only	\$ 27,553,300 (used to calculate TR
			Total Project Cost	\$ 30,253,300 (used to check if proj
070018 Time-Related Overhead	WD	290	X 4750.68966 =	\$1,377,700

TOTAL TIME-RELATED OVERHEAD	\$1,377,700
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SECTION 13: CONTINGENCY

(Pre-PSR 30%-50%, PSR 25%, Draft PR 20%, PR 15%, after PR approval 10%, Final PS&E 5%)

Total Section 1-11	\$	21,131,000	x 25% =	\$5,282,750
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TOTAL CONTINGENCY	\$5,282,800
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Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

II. STRUCTURE ITEMS

Bridge 1

DATE OF ESTIMATE	10/29/15	00/00/00	00/00/00
Bridge Name	Redlands Blvd	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Bridge Number		57-XXX	57-XXX
Structure Type	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Width (Feet) [out to out]	130.00 LF	0.00 LF	0.00 LF
Total Bridge Length (Feet)	282.00 LF	0.00 LF	0.00 LF
Total Area (Square Feet)	36660 SQFT	0 SQFT	0 SQFT
Structure Depth (Feet)	6.00 LF	0.00 LF	0.00 LF
Footing Type (pile or spread)	pile	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Cost Per Square Foot	\$285.50	\$0.00	\$0.00

COST OF EACH STRUCTURE	\$10,500,000.00	\$0.00	\$0.00
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DATE OF ESTIMATE	00/00/00	00/00/00	00/00/00
Name	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Bridge Number	57-XXX	57-XXX	57-XXX
Structure Type	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Width (Feet) [out to out]	0.00 LF	0.00 LF	0.00 LF
Total Length (Feet)	0.00 LF	0.00 LF	0.00 LF
Total Area (Square Feet)	0 SQFT	0.00 SQFT	0.0 SQFT
Structure Depth (Feet)	0.00 LF	0.00 LF	0.00 LF
Footing Type (pile or spread)	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Cost Per Square Foot	\$0.00	\$0.00	\$0.00

COST OF EACH STRUCTURE	\$0.00	\$0.00	\$0.00
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TOTAL COST OF BRIDGES	\$10,500,000.00
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TOTAL COST OF BUILDINGS	\$0.00
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TOTAL COST OF STRUCTURES¹	\$10,500,000.00
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Estimate Prepared By: _____
Jessica Mosquera, PE ----- Division of Structures

5/12/2015
Date

¹Structure's Estimate includes Overhead and Mobilization.
Add more sheets if needed. Call them 9a, 9b, 9c, ..., etc

III. RIGHT OF WAY

Fill in all of the available information from the Right of Way data sheet.

A)	A1) Acquisition, including Excess Land Purchases, Damages & Goodwill,		\$	5,670,295
	A2) SB-1210		\$	0
B)	Acquisition of Offsite Mitigation		\$	0
C)	C1) Utility Relocation (State Share)		\$	0
	C2) Potholing (Design Phase)		\$	0
D)	Railroad Acquisition		\$	0
E)	Clearance / Demolition		\$	120,000
F)	Relocation Assistance (RAP and/or Last Resort Housing Costs)		\$	70,000
G)	Title and Escrow		\$	0
H)	Environmental Review		\$	0
I)	Condemnation Settlements	0%	\$	294,087
	(Items G & H applied to items A + B)			
J)	Design Appreciation Factor	0%	\$	0
K)	Utility Relocation (Construction Cost)		\$	3,282,000

L)

TOTAL RIGHT OF WAY ESTIMATE	\$9,436,382
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(Excluding Item #8 - Hazardous Waste)

M)

TOTAL R/W ESTIMATE: Escalated	\$11,623,658
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N)

Right of Way Support	\$	300,000
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Support Cost	_____	
Estimate Prepared By	Project Coordinator ¹	Phone
Utility Estimate	Marty Peterson	(858) 414-0830
Prepared By	Utility Coordinator ²	Phone
R/W Acquisition	Alfredo Jaquez	(562) 304-2000
Estimate Prepared By	Right of Way Estimator ³	Phone

¹ When estimate has Support Costs only ² When estimate has Utility Relocation ³ When R/W Acquisition is required

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

Preliminary Cost Estimate

Project ID: 081500159

Type of Estimate : PSR-PDS
 Program Code :
 Project Limits : 08-Riv-60-19.0/21.0
 Description: Spread Diamond - Entire Project
 Scope :
 Alternative : 3

	Current Cost	Escalated Cost
ROADWAY ITEMS	\$ 27,333,000	\$ 32,637,031
STRUCTURE ITEMS	\$ 10,500,000	\$ 12,537,549
SUBTOTAL CONSTRUCTION COST	\$ 37,833,000	\$ 45,174,581
RIGHT OF WAY	\$ 13,083,356	\$ 16,000,027
TOTAL CAPITAL OUTLAY COST	\$ 50,917,000	\$ 61,175,000
PR/ED SUPPORT	\$ 1,090,000	\$ 1,090,000
PS&E SUPPORT	\$ 1,170,000	\$ 1,170,000
RIGHT OF WAY SUPPORT	\$ 300,000	\$ 300,000
CONSTRUCTION SUPPORT	\$ 1,290,000	\$ 1,290,000
TOTAL CAPITAL OUTLAY SUPPORT COST*	\$ 3,850,000	\$ 3,850,000
TOTAL PROJECT COST	\$ 54,800,000	\$ 65,100,000

If Project has been programmed enter Programmed Amount \$ 54,113,000

Date of Estimate (Month/Year) Month / Year
3 / 2016

Estimated Date of Construction Start (Month/Year) 4 / 2021

Number of Working Days 480 Working Days

Estimated Mid-Point of Construction (Month/Year) Month / Year

Number of Plant Establishment Days Days

Estimated Project Schedule

- PID Approval
- PA/ED Approval
- PS&E
- RTL
- Begin Construction

Approved by Project
Manager

Project Manager

Date

Phone

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

I. ROADWAY ITEMS SUMMARY

Section		Cost
1	Earthwork	\$ 1,471,100
2	Pavement Structural Section	\$ 5,812,500
3	Drainage	\$ 1,197,900
4	Specialty Items	\$ 555,900
5	Environmental	\$ 3,101,500
6	Traffic Items	\$ 4,878,000
7	Detours	\$ 150,000
8	Minor Items	\$ 515,100
9	Roadway Mobilization	\$ 1,768,200
10	Supplemental Work	\$ 176,900
11	State Furnished	\$ 830,200
12	Contingencies	\$ 5,466,600
13	Overhead	\$ 1,409,100
TOTAL ROADWAY ITEMS		\$ 27,333,000

Estimate Prepared By Randal D. Ratzlaff, P.E. 12/2/2015 909-974-4973
Name and Title Date Phone

Estimate Reviewed By Rebecca Young, P.E. 12/2/2015 909-974-4976
Name and Title Date Phone

By signing this estimate you are attesting that you have discussed your project with all functional units and have incorporated all their comments or have discussed with them why they will not be incorporated.

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

SECTION 1: EARTHWORK

Item code	Unit	Quantity		Unit Price (\$)	=	Cost
160101 Clearing & Grubbing	LS	1	x	20,000.00	= \$	20,000
170101 Develop Water Supply	LS	1	x	25,000.00	= \$	25,000
190101 Roadway Excavation	CY	43,500	x	12.00	= \$	522,000
192037 Structure Excavation (Retaining Wall)	CY	3,299	x	20.00	= \$	65,980
198001 Impored Borrow	CY	78,000	x	8.00	= \$	624,000
XXXXXX Bridge Removal	LS	1	x	135,000.00	= \$	135,000
193013 Structure Backfill (Retaining Wall)	CY	3,164		25.00	= \$	79,100

TOTAL EARTHWORK SECTION ITEMS	\$	1,471,100
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SECTION 2: PAVEMENT STRUCTURAL SECTION

Item code	Unit	Quantity		Unit Price (\$)	=	Cost
260201 Class 2 Aggregate Base	CY	17,700	x	55.00	= \$	973,500
280000 Lean Concrete Base	CY	5,700	x	150.00	= \$	855,000
390132 Hot Mix Asphalt (Type A)	TON	7,300	x	90.00	= \$	657,000
390137 Rubberized Hot Mix Asphalt (Gap Graded)	TON	3,100	x	110.00	= \$	341,000
400050 Concrete Pavement (Trail)	CY	1,190	x	400.00	= \$	476,000
401050 Jointed Plain Concrete Pavement (JPCP)	CY	12,000	x	130.00	= \$	1,560,000
731504 Minor Concrete (Curb and Gutter)	CY	1,400	x	400.00	= \$	560,000
731521 Minor Concrete (Sidewalk)	CY	1,300	x	300.00	= \$	390,000

used CRCP
JPCP

TOTAL STRUCTURAL SECTION ITEMS	\$	5,812,500
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Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

SECTION 3: DRAINAGE

Item code	Unit	Quantity		Unit Price (\$)		Cost
XXXXXX Inlets and Manholes	EA	32	x	5,000.00	= \$	160,000
Extend 42-in Culvert	LF	500	x	200.00	= \$	100,000
Extend Triple 4'x2' RCB Culvert	LF	110	x	890.00	= \$	97,900
Ditch and Slope Protection	LS	1	x	100,000.00	= \$	100,000
Remove Existing Drainage Systems	EA	8	x	10,000.00	= \$	80,000
36-in Pipes	LF	2,000	x	175.00	= \$	350,000
42-in RCB Culvert	LF	200	x	175.00	= \$	35,000
Culvert Cleaning, Inspection, & Repair	LF	500	x	100.00	= \$	50,000

TOTAL DRAINAGE ITEMS	\$ 1,197,900
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SECTION 4: SPECIALTY ITEMS

Item code	Unit	Quantity		Unit Price (\$)		Cost
190110 Lead Compliance Plan	LS	1	x	5,000.00	= \$	5,000
510060 Structural Concrete (Retaining Wall)	CY	1,247	x	380.00	= \$	473,860
520103 Bar Reinf. Steel (Retaining Wall)	LB	62,991	x	1.00	= \$	62,991
839543 Transition Railing (WB-31)	EA	2	x	3,500.00	= \$	7,000
839585 Alternative Flared Terminal System	EA	2	x	3,500.00	= \$	7,000

TOTAL SPECIALTY ITEMS	\$ 555,900
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Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

SECTION 5: ENVIRONMENTAL

5B - LANDSCAPE AND IRRIGATION

Item code	Unit	Quantity		Unit Price (\$)	=	Cost
200001 Highway Planting	SQFT	149,000	x	4.00	= \$	596,000
20XXXX Highway Planting (Infield areas)	SQFT	904,000	x	2.00	= \$	1,808,000
2030XX Erosion Control (TBD)	SQFT	1,150,000	x	0.50	= \$	575,000
<u>Subtotal Landscape and Irrigation</u>						<u>\$ 2,979,000</u>

5C - NPDES

074016 Construction Site Management	LS	1	x	10,000.00	= \$	10,000
074019 Prepare SWPPP	LS	1	x	50,000.00	= \$	50,000
074032 Temporary Concrete Washout Facility	EA	20	x	2,000.00	= \$	40,000
074033 Temporary Construction Entrance	EA	5	x	4,500.00	= \$	22,500
<u>Subtotal NPDES (Without Supplemental Work)</u>						<u>\$ 122,500</u>

*Applies to all SWPPPs and those WPCPs with sediment control or soil stabilization BMPs.
 **Applies to both SWPPPs and WPCP projects.
 *** Applies only to project with SWPPPs.

TOTAL ENVIRONMENTAL	\$ 3,101,500
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SECTION 6: TRAFFIC ITEMS

6A - Traffic Electrical

Item code	Unit	Quantity		Unit Price (\$)	=	Cost
86055X Lighting & Sign Illumination	LS	1	x	350,000.00	=	\$ 350,000
8609XX Traffic Monitoring Stations	EA	2	x	50,000.00	=	\$ 100,000
860XXX Signals & Lighting	EA	6	x	200,000.00	=	\$ 1,200,000
8611XX Ramp Metering System (Location X)	EA	2	x	100,000.00	=	\$ 200,000
86XXXX Fiber Optic Conduit System	LS	1	x	500,000.00	=	\$ 500,000
XXXXX Street Lights	EA	35	x	9,000.00	=	\$ 315,000
XXXXX Call Box Relocation	EA	2	x	4,000.00	=	\$ 8,000
XXXXX CCTV Relocations	EA	1	x	5,000.00	=	\$ 5,000
XXXXX Overhead Sign Structures	EA	4	x	150,000.00	=	\$ 600,000
<u>Subtotal Traffic Electrical</u>						<u>\$ 3,278,000</u>

6B - Traffic Signing and Striping

Item code	Unit	Quantity		Unit Price (\$)	=	Cost
84XXXX Signing and Striping	LS	1	x	1,000,000.00	=	\$ 1,000,000
<u>Subtotal Traffic Signing and Striping</u>						<u>\$ 1,000,000</u>

6C - Stage Construction and Traffic Handling

Item code	Unit	Quantity		Unit Price (\$)	=	Cost
120100 Traffic Control System	LS	1	x	600,000.00	=	\$ 600,000
<u>Subtotal Stage Construction and Traffic Handling</u>						<u>\$ 600,000</u>

TOTAL TRAFFIC ITEMS	\$ 4,878,000
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Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

SECTION 7: DETOURS

Include constructing, maintaining, and removal

Item code	Unit	Quantity	Unit Price (\$)	Cost
1286XX Temporary Signals	EA	1	x 150,000.00	= \$ 150,000
TOTAL DETOURS				\$ 150,000
SUBTOTAL SECTIONS 1-7				\$ 17,166,900

SECTION 8: MINOR ITEMS

Other Minor Items			3.0%	\$ 515,007
Total of Section 1-7	\$	17,166,900	x 3.0%	= \$ 515,007
TOTAL MINOR ITEMS				\$ 515,100

SECTIONS 9: MOBILIZATION

Item code				
999990	Total Section 1-8	\$	17,682,000	x 10% = \$ 1,768,200
TOTAL MOBILIZATION				\$ 1,768,200

SECTION 10: SUPPLEMENTAL WORK

<i>Cost of NPDES Supplemental Work specified in Section 5C</i> = \$ -				
Total Section 1-8	\$	17,682,000	1%	= \$ 176,820
TOTAL SUPPLEMENTAL WORK				\$ 176,900

SECTION 11: STATE FURNISHED MATERIALS AND EXPENSES

Item code	Unit	Quantity	Unit Price (\$)	Cost
066063 Public Information	LS	1	x 100,000.00 =	\$100,000
066062A COZEEP Expenses	LS	1	x 553,375.00 =	\$553,375
Total Section 1-8	\$	17,682,000	1% =	\$ 176,820

TOTAL STATE FURNISHED	\$830,200
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SECTION 12: TIME-RELATED OVERHEAD

Estimated Time-Related Overhead (TRO) Percentage (0% to 10%) = 5%

Item code	Unit	Quantity	Unit Price (\$)	Cost
			Total of All Contract Items Only	\$ 28,182,000 (used to calculate TR
			Total Project Cost	\$ 30,957,300 (used to check if proj
070018 Time-Related Overhead	WD	290	X 4858.96552 =	\$1,409,100

TOTAL TIME-RELATED OVERHEAD	\$1,409,100
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SECTION 13: CONTINGENCY

(Pre-PSR 30%-50%, PSR 25%, Draft PR 20%, PR 15%, after PR approval 10%, Final PS&E 5%)

Total Section 1-11	\$	21,866,400	x 25% =	\$5,466,600
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TOTAL CONTINGENCY	\$5,466,600
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Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

II. STRUCTURE ITEMS

Bridge 1

DATE OF ESTIMATE	10/29/15	00/00/00	00/00/00
Bridge Name	Redlands Blvd	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Bridge Number		57-XXX	57-XXX
Structure Type	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Width (Feet) [out to out]	130.00 LF	0.00 LF	0.00 LF
Total Bridge Length (Feet)	282.00 LF	0.00 LF	0.00 LF
Total Area (Square Feet)	36660 SQFT	0 SQFT	0 SQFT
Structure Depth (Feet)	6.00 LF	0.00 LF	0.00 LF
Footing Type (pile or spread)	pile	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Cost Per Square Foot	\$285.50	\$0.00	\$0.00

COST OF EACH STRUCTURE	\$10,500,000.00	\$0.00	\$0.00
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DATE OF ESTIMATE	00/00/00	00/00/00	00/00/00
Name	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Bridge Number	57-XXX	57-XXX	57-XXX
Structure Type	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Width (Feet) [out to out]	0.00 LF	0.00 LF	0.00 LF
Total Length (Feet)	0.00 LF	0.00 LF	0.00 LF
Total Area (Square Feet)	0 SQFT	0.00 SQFT	0.0 SQFT
Structure Depth (Feet)	0.00 LF	0.00 LF	0.00 LF
Footing Type (pile or spread)	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Cost Per Square Foot	\$0.00	\$0.00	\$0.00

COST OF EACH STRUCTURE	\$0.00	\$0.00	\$0.00
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TOTAL COST OF BRIDGES	\$10,500,000.00
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TOTAL COST OF BUILDINGS	\$0.00
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TOTAL COST OF STRUCTURES¹	\$10,500,000.00
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Estimate Prepared By: _____
Jessica Mosquera, PE ----- Division of Structures

5/12/2015
Date

¹Structure's Estimate includes Overhead and Mobilization.
Add more sheets if needed. Call them 9a, 9b, 9c, ..., etc

III. RIGHT OF WAY

Fill in all of the available information from the Right of Way data sheet.

A)	A1) Acquisition, including Excess Land Purchases, Damages & Goodwill,		\$	8,468,725
	A2) SB-1210		\$	0
B)	Acquisition of Offsite Mitigation		\$	0
C)	C1) Utility Relocation (State Share)		\$	0
	C2) Potholing (Design Phase)		\$	0
D)	Railroad Acquisition		\$	0
E)	Clearance / Demolition		\$	235,000
F)	Relocation Assistance (RAP and/or Last Resort Housing Costs)		\$	525,000
G)	Title and Escrow		\$	0
H)	Environmental Review		\$	0
I)	Condemnation Settlements	0%	\$	572,631
	(Items G & H applied to items A + B)			
J)	Design Appreciation Factor	0%	\$	0
K)	Utility Relocation (Construction Cost)		\$	3,282,000

L)

TOTAL RIGHT OF WAY ESTIMATE	\$13,083,356
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(Excluding Item #8 - Hazardous Waste)

M)

TOTAL R/W ESTIMATE: Escalated	\$16,000,027
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N)

Right of Way Support	\$	300,000
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Support Cost	_____	
Estimate Prepared By	Project Coordinator ¹	Phone
Utility Estimate	Marty Peterson	(858) 414-0830
Prepared By	Utility Coordinator ²	Phone
R/W Acquisition	Alfredo Jaquez	(562) 304-2000
Estimate Prepared By	Right of Way Estimator ³	Phone

¹ When estimate has Support Costs only ² When estimate has Utility Relocation ³ When R/W Acquisition is required

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

Preliminary Cost Estimate

Project ID: 081500159

Type of Estimate : PSR-PDS
 Program Code :
 Project Limits : 08-Riv-60-19.0/21.0
 Description: Modified Partial Cloverleaf - Entire Project
 Scope :
 Alternative : 4

	Current Cost	Escalated Cost
ROADWAY ITEMS	\$ 27,498,500	\$ 32,834,647
STRUCTURE ITEMS	\$ 11,100,000	\$ 13,253,980
SUBTOTAL CONSTRUCTION COST	\$ 38,598,500	\$ 46,088,628
RIGHT OF WAY	\$ 13,083,356	\$ 16,654,195
TOTAL CAPITAL OUTLAY COST	\$ 51,682,000	\$ 62,743,000
PR/ED SUPPORT	\$ 1,090,000	\$ 1,090,000
PS&E SUPPORT	\$ 1,170,000	\$ 1,170,000
RIGHT OF WAY SUPPORT	\$ 300,000	\$ 300,000
CONSTRUCTION SUPPORT	\$ 1,290,000	\$ 1,290,000
TOTAL CAPITAL OUTLAY SUPPORT COST*	\$ 3,850,000	\$ 3,850,000
TOTAL PROJECT COST	\$ 55,600,000	\$ 66,600,000

If Project has been programmed enter Programmed Amount \$ 54,113,000

Date of Estimate (Month/Year) Month / Year
3 / 2016
 Estimated Date of Construction Start (Month/Year) 4 / 2021
 Number of Working Days 480 Working Days
 Estimated Mid-Point of Construction (Month/Year) Month / Year
 Number of Plant Establishment Days Days

Estimated Project Schedule

PID Approval
 PA/ED Approval
 PS&E
 RTL
 Begin Construction

Approved by Project
Manager

Project Manager Date Phone

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

I. ROADWAY ITEMS SUMMARY

Section		Cost
1	Earthwork	\$ 1,471,100
2	Pavement Structural Section	\$ 5,812,500
3	Drainage	\$ 1,282,900
4	Specialty Items	\$ 555,900
5	Environmental	\$ 3,101,500
6	Traffic Items	\$ 4,878,000
7	Detours	\$ 150,000
8	Minor Items	\$ 517,600
9	Roadway Mobilization	\$ 1,777,000
10	Supplemental Work	\$ 177,700
11	State Furnished	\$ 831,100
12	Contingencies	\$ 5,499,700
13	Overhead	\$ 1,443,500
TOTAL ROADWAY ITEMS		\$ 27,498,500

Estimate Prepared By Randal D. Ratzlaff, P.E. 12/2/2015 909-974-4973
 Name and Title Date Phone

Estimate Reviewed By Rebecca Young, P.E. 12/2/2015 909-974-4976
 Name and Title Date Phone

By signing this estimate you are attesting that you have discussed your project with all functional units and have incorporated all their comments or have discussed with them why they will not be incorporated.

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

SECTION 1: EARTHWORK

Item code	Unit	Quantity	Unit Price (\$)	Cost
160101 Clearing & Grubbing	LS	1	x 20,000.00 = \$	20,000
170101 Develop Water Supply	LS	1	x 25,000.00 = \$	25,000
190101 Roadway Excavation	CY	43,500	x 12.00 = \$	522,000
192037 Structure Excavation (Retaining Wall)	CY	3,299	x 20.00 = \$	65,980
198001 Impored Borrow	CY	78,000	x 8.00 = \$	624,000
XXXXXX Bridge Removal	LS	1	x 135,000.00 = \$	135,000
193013 Structure Backfill (Retaining Wall)	CY	3,164	x 25.00 = \$	79,100

TOTAL EARTHWORK SECTION ITEMS	\$ 1,471,100
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SECTION 2: PAVEMENT STRUCTURAL SECTION

Item code	Unit	Quantity	Unit Price (\$)	Cost	
260201 Class 2 Aggregate Base	CY	17,700	x 55.00 = \$	973,500	
280000 Lean Concrete Base	CY	5,700	x 150.00 = \$	855,000	
390132 Hot Mix Asphalt (Type A)	TON	7,300	x 90.00 = \$	657,000	
390137 Rubberized Hot Mix Asphalt (Gap Graded)	TON	3,100	x 110.00 = \$	341,000	
400050 Concrete Pavement (Trail)	CY	1,190	x 400.00 = \$	476,000	used CRCP
401050 Jointed Plain Concrete Pavement (JPCP)	CY	12,000	x 130.00 = \$	1,560,000	JPCP
731504 Minor Concrete (Curb and Gutter)	CY	1,400	x 400.00 = \$	560,000	
731521 Minor Concrete (Sidewalk)	CY	1,300	x 300.00 = \$	390,000	

TOTAL STRUCTURAL SECTION ITEMS	\$ 5,812,500
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Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

SECTION 3: DRAINAGE

Item code	Unit	Quantity		Unit Price (\$)		Cost
XXXXXX Inlets and Manholes	EA	36	x	5,000.00	= \$	180,000
Extend 42-in Culvert	LF	500	x	200.00	= \$	100,000
Extend Triple 4'x2' RCB Culvert	LF	110	x	890.00	= \$	97,900
Ditch and Slope Protection	LS	1	x	100,000.00	= \$	100,000
Remove Existing Drainage Systems	EA	10	x	10,000.00	= \$	100,000
18-in & 24-in Culvert	LF	1,800	x	150.00	= \$	270,000
36-in Pipes	LF	2,000	x	175.00	= \$	350,000
42-in RCB Culvert	LF	200	x	175.00	= \$	35,000
Culvert Cleaning, Inspection, & Repair	LF	500	x	100.00	= \$	50,000

TOTAL DRAINAGE ITEMS	\$	1,282,900
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SECTION 4: SPECIALTY ITEMS

Item code	Unit	Quantity		Unit Price (\$)		Cost
190110 Lead Compliance Plan	LS	1	x	5,000.00	= \$	5,000
510060 Structural Concrete (Retaining Wall)	CY	1,247	x	380.00	= \$	473,860
520103 Bar Reinf. Steel (Retaining Wall)	LB	62,991	x	1.00	= \$	62,991
839543 Transition Railing (WB-31)	EA	2	x	3,500.00	= \$	7,000
839585 Alternative Flared Terminal System	EA	2	x	3,500.00	= \$	7,000

TOTAL SPECIALTY ITEMS	\$	555,900
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Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

SECTION 5: ENVIRONMENTAL

5B - LANDSCAPE AND IRRIGATION

Item code	Unit	Quantity		Unit Price (\$)	=	Cost
200001 Highway Planting	SQFT	149,000	x	4.00	= \$	596,000
20XXXX Highway Planting (Infield areas)	SQFT	904,000	x	2.00	= \$	1,808,000
2030XX Erosion Control (TBD)	SQFT	1,150,000	x	0.50	= \$	575,000
<u>Subtotal Landscape and Irrigation</u>						<u>\$ 2,979,000</u>

5C - NPDES

074016 Construction Site Management	LS	1	x	10,000.00	= \$	10,000
074019 Prepare SWPPP	LS	1	x	50,000.00	= \$	50,000
074032 Temporary Concrete Washout Facility	EA	20	x	2,000.00	= \$	40,000
074033 Temporary Construction Entrance	EA	5	x	4,500.00	= \$	22,500
<u>Subtotal NPDES (Without Supplemental Work)</u>						<u>\$ 122,500</u>

*Applies to all SWPPPs and those WPCPs with sediment control or soil stabilization BMPs.
 **Applies to both SWPPPs and WPCP projects.
 *** Applies only to project with SWPPPs.

TOTAL ENVIRONMENTAL	\$ 3,101,500
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Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

SECTION 6: TRAFFIC ITEMS

6A - Traffic Electrical

Item code	Unit	Quantity		Unit Price (\$)	=	Cost
86055X Lighting & Sign Illumination	LS	1	x	350,000.00	=	\$ 350,000
8609XX Traffic Monitoring Stations	EA	2	x	50,000.00	=	\$ 100,000
860XXX Signals & Lighting	EA	6	x	200,000.00	=	\$ 1,200,000
8611XX Ramp Metering System (Location X)	EA	2	x	100,000.00	=	\$ 200,000
86XXXX Fiber Optic Conduit System	LS	1	x	500,000.00	=	\$ 500,000
XXXXX Street Lights	EA	35	x	9,000.00	=	\$ 315,000
XXXXX Call Box Relocation	EA	2	x	4,000.00	=	\$ 8,000
XXXXX CCTV Relocations	EA	1	x	5,000.00	=	\$ 5,000
XXXXX Overhead Sign Structures	EA	4	x	150,000.00	=	\$ 600,000
<u>Subtotal Traffic Electrical</u>						<u>\$ 3,278,000</u>

6B - Traffic Signing and Striping

Item code	Unit	Quantity		Unit Price (\$)	=	Cost
84XXXX Signing and Striping	LS	1	x	1,000,000.00	=	\$ 1,000,000
<u>Subtotal Traffic Signing and Striping</u>						<u>\$ 1,000,000</u>

6C - Stage Construction and Traffic Handling

Item code	Unit	Quantity		Unit Price (\$)	=	Cost
120100 Traffic Control System	LS	1	x	600,000.00	=	\$ 600,000
<u>Subtotal Stage Construction and Traffic Handling</u>						<u>\$ 600,000</u>

TOTAL TRAFFIC ITEMS	\$ 4,878,000
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Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

SECTION 7: DETOURS

Include constructing, maintaining, and removal

Item code	Unit	Quantity	Unit Price (\$)	Cost
1286XX Temporary Signals	EA	1	x 150,000.00	= \$ 150,000
TOTAL DETOURS				\$ 150,000
SUBTOTAL SECTIONS 1-7				\$ 17,251,900

SECTION 8: MINOR ITEMS

Other Minor Items			3.0%	\$ 517,557
Total of Section 1-7	\$	17,251,900	x 3.0%	= \$ 517,557
TOTAL MINOR ITEMS				\$ 517,600

SECTIONS 9: MOBILIZATION

Item code				
999990	Total Section 1-8	\$	17,769,500	x 10% = \$ 1,776,950
TOTAL MOBILIZATION				\$ 1,777,000

SECTION 10: SUPPLEMENTAL WORK

<i>Cost of NPDES Supplemental Work specified in Section 5C</i>				= \$ -
Total Section 1-8	\$	17,769,500	1%	= \$ 177,695
TOTAL SUPPLEMENTAL WORK				\$ 177,700

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

SECTION 11: STATE FURNISHED MATERIALS AND EXPENSES

Item code	Unit	Quantity	Unit Price (\$)	Cost
066063 Public Information	LS	1	x 100,000.00 =	\$100,000
066062A COZEEP Expenses	LS	1	x 553,375.00 =	\$553,375
Total Section 1-8	\$	17,769,500	1% =	\$ 177,695

TOTAL STATE FURNISHED	\$831,100
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SECTION 12: TIME-RELATED OVERHEAD

Estimated Time-Related Overhead (TRO) Percentage (0% to 10%) = 5%

Item code	Unit	Quantity	Unit Price (\$)	Cost
Total of All Contract Items Only				\$ 28,869,500 (used to calculate TR
Total Project Cost				\$ 31,655,300 (used to check if proj
070018 Time-Related Overhead	WD	290	X 4977.58621 =	\$1,443,500

TOTAL TIME-RELATED OVERHEAD	\$1,443,500
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SECTION 13: CONTINGENCY

(Pre-PSR 30%-50%, PSR 25%, Draft PR 20%, PR 15%, after PR approval 10%, Final PS&E 5%)

Total Section 1-11	\$	21,998,800	x 25% =	\$5,499,700
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TOTAL CONTINGENCY	\$5,499,700
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Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

II. STRUCTURE ITEMS

Bridge 1

DATE OF ESTIMATE	10/29/15	00/00/00	00/00/00
Bridge Name	Redlands Blvd	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Bridge Number		57-XXX	57-XXX
Structure Type	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Width (Feet) [out to out]	138.00 LF	0.00 LF	0.00 LF
Total Bridge Length (Feet)	282.00 LF	0.00 LF	0.00 LF
Total Area (Square Feet)	38916 SQFT	0 SQFT	0 SQFT
Structure Depth (Feet)	6.00 LF	0.00 LF	0.00 LF
Footing Type (pile or spread)	pile	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Cost Per Square Foot	\$285.50	\$0.00	\$0.00

COST OF EACH STRUCTURE	\$11,100,000.00	\$0.00	\$0.00
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DATE OF ESTIMATE	00/00/00	00/00/00	00/00/00
Name	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Bridge Number	57-XXX	57-XXX	57-XXX
Structure Type	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Width (Feet) [out to out]	0.00 LF	0.00 LF	0.00 LF
Total Length (Feet)	0.00 LF	0.00 LF	0.00 LF
Total Area (Square Feet)	0 SQFT	0.00 SQFT	0.0 SQFT
Structure Depth (Feet)	0.00 LF	0.00 LF	0.00 LF
Footing Type (pile or spread)	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Cost Per Square Foot	\$0.00	\$0.00	\$0.00

COST OF EACH STRUCTURE	\$0.00	\$0.00	\$0.00
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TOTAL COST OF BRIDGES	\$11,100,000.00
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TOTAL COST OF BUILDINGS	\$0.00
--------------------------------	---------------

TOTAL COST OF STRUCTURES¹	\$11,100,000.00
---	------------------------

Estimate Prepared By: _____
Jessica Mosquera, PE ----- Division of Structures

5/12/2015
Date

¹Structure's Estimate includes Overhead and Mobilization.
Add more sheets if needed. Call them 9a, 9b, 9c, ..., etc

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

III. RIGHT OF WAY

Fill in all of the available information from the Right of Way data sheet.

A)	A1) Acquisition, including Excess Land Purchases, Damages & Goodwill,		\$	8,468,725
	A2) SB-1210		\$	0
B)	Acquisition of Offsite Mitigation		\$	0
C)	C1) Utility Relocation (State Share)		\$	0
	C2) Potholing (Design Phase)		\$	0
D)	Railroad Acquisition		\$	0
E)	Clearance / Demolition		\$	235,000
F)	Relocation Assistance (RAP and/or Last Resort Housing Costs)		\$	525,000
G)	Title and Escrow		\$	0
H)	Environmental Review		\$	0
I)	Condemnation Settlements	0%	\$	572,631
	(Items G & H applied to items A + B)			
J)	Design Appreciation Factor	0%	\$	0
K)	Utility Relocation (Construction Cost)		\$	3,282,000

L)

TOTAL RIGHT OF WAY ESTIMATE	\$13,083,356
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(Excluding Item #8 - Hazardous Waste)

M)

TOTAL R/W ESTIMATE: Escalated	\$16,654,195
--------------------------------------	---------------------

N)

Right of Way Support	\$	300,000
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Support Cost	_____	
Estimate Prepared By	Project Coordinator ¹	Phone
Utility Estimate	Marty Peterson	(858) 414-0830
Prepared By	Utility Coordinator ²	Phone
R/W Acquisition	Alfredo Jaquez	(562) 304-2000
Estimate Prepared By	Right of Way Estimator ³	Phone

¹ When estimate has Support Costs only ² When estimate has Utility Relocation

³ When R/W Acquisition is required

Preliminary Environmental Analysis Report (PEAR)

Attachment E

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT



PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT

1. Project Information

District 08	County Riverside	Route SR-60	PM 19.0/21.0	EA 08-0M610
Project Title: State Route 60/Redlands Boulevard Interchange Improvement Project				
Project Manager Awais Sheikh			Phone # (909) 381-1722	
Project Engineer Michael Baker International-Tim Haile, P.E.			Phone # (909) 974-4922	
Environmental Office Chief/Manager Aaron Burton			Phone # (909) 383-2841	
PEAR Preparer King Thomas, LSA Associates, Inc.			Phone # (949) 553-0666	

2. Project Description

Purpose and Need

Project Purpose

The purpose of the proposed project is to:

1. Provide increased interchange capacity, reduce congestion, and improve traffic operations to support the forecast travel demand for the 2045 design year;
2. Improve existing geometric deficiencies; and
3. Accommodate a multimodal facility that functions in harmony with the community and preserves the value of the area.

Project Need

The proposed project is needed for the following reasons:

1. According to the 2012 Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), between 2008 and 2035, Riverside County's (County) population is expected to increase by 56 percent, job growth is anticipated to increase by 87 percent, and households are anticipated to increase by 61 percent. For Moreno Valley specifically, between 2008 and 2035, population is anticipated to increase by 36 percent, jobs are anticipated to increase by nearly 100 percent, and households are anticipated to increase by 42 percent. Without improvements, in the year 2045, the eastbound and westbound on- and off-ramps are anticipated to operate at

- unacceptable levels of service (LOS), the ramp intersections are anticipated to operate at unacceptable LOS, and the mainline segments on State Route 60 (SR-60) between Moreno Beach Drive and Theodore Street are anticipated to operate at unacceptable LOS.
2. There is a need to bring vertical clearance up to current standards. In addition, the Redlands Boulevard overcrossing is geometrically deficient and needs additional capacity to accommodate projected future travel volumes.
 3. This project will fulfill the need to accommodate the movement of people using multiple modes of transportation by community-based design, taking into consideration the natural environment, social environment, transportation behavior, cultural characteristics, and economic environment.

Description of Work

The City of Moreno Valley, in cooperation with the California Department of Transportation (Caltrans), District 8, proposes to reconstruct and improve the SR-60/Redlands Boulevard interchange. SR-60 is an east-west principal arterial according to the Transportation Concept Report (TCR) for SR-60 (September 2012) within Los Angeles, San Bernardino, and Riverside Counties. The project site is located in the City of Moreno Valley between SR-60 Post Mile (PM) 19.0 and PM 21.0. Build out of the area will generate substantial traffic growth on the freeway and on Redlands Boulevard at the interchange. The purpose of the project is to alleviate existing and future traffic congestion at the SR-60/Redlands Boulevard interchange ramps during peak hours, to improve traffic flow along the freeway and through the interchange, to improve safety by upgrading the geometry at the current interchange, and to provide standard vertical clearance for the Redlands Boulevard overcrossing.

Four alternatives are proposed: one No Build Alternative and three Build Alternatives. The build alternatives would reconstruct the on- and off-ramps to SR-60 and replace the existing Redlands Boulevard overcrossing to accommodate standard vertical clearance and additional through lanes.

The project is anticipated to be funded with local funds through various City funding sources. However, the City would like to preserve the option for future use of federal funds. Therefore, for the purposes of this Preliminary Environmental Analysis Report (PEAR), future use of federal funds was assumed in determining the appropriate level of environmental documentation for National Environmental Policy Act (NEPA) compliance. Caltrans will be the lead agency for California Environmental Quality Act (CEQA) and NEPA compliance.

SR-60 begins in Los Angeles County at its junction with Interstate 5 (I-5) and Interstate 10 (I-10). SR-60 terminates at its junction with I-10 in the City of Beaumont within Riverside County. SR-60 traverses urbanized and rural areas and ranges from 4 lanes in rural areas to 10 lanes in urban areas. SR-60 is a Surface Transportation Assistance Act (STAA) Route for use by oversized trucks and is included in the State Highway System (SHS).

Redlands Boulevard is a north-south arterial in the City of Moreno Valley providing access through the east portion of the City to SR-60. Per the City of Moreno Valley General Plan, Redlands Boulevard is designated as a Four-Lane Divided Arterial within the study area. Currently, Redlands Boulevard is a two-lane undivided roadway. There are currently no bike or pedestrian facilities along Redlands Boulevard in the study area.

Alternatives

This section presents the descriptions of the project alternatives that are proposed to relieve congestion, accommodate growth, and meet future needs within the study area. The Project Development Team (PDT) identified four alternatives, including the No Build Alternative and three Build Alternatives, for consideration. The three Build Alternatives, which are described in detail below, are:

- Alternative 2: Modified Spread Diamond
- Alternative 3: Spread Diamond
- Alternative 4: Modified Partial Cloverleaf

Alternative 1 (No Build Alternative)

The existing condition under Alternative 1 includes one traffic signal at the SR-60 westbound ramps and Redlands Boulevard and a traffic signal at the intersection of Eucalyptus Avenue/Redlands Boulevard. These traffic signals were constructed and became operational in summer 2015. Under Alternative 1, no reconstruction would occur. The planned intersection of Eucalyptus Avenue/Redlands Boulevard was also included in this alternative as it is part of the roadway improvements from a planned development project in the area. A partial intersection currently exists at Eucalyptus Avenue/Redlands Boulevard, and the complete intersection is planned under a separate project. An auxiliary lane and widening of SR-60 from two lanes to three lanes between Redlands Boulevard and Theodore Street were also included in this alternative, as those are planned improvements in the area funded by other projects. The widening of Redlands Boulevard to a four-lane roadway classified as a Four-Lane Divided Arterial (110' RW/89'CC) was also included as part of this alternative as this widening is included in the City of Moreno Valley General Plan. This alternative does not meet the project's Purpose and Need; rather, it provides a basis for the analysis and evaluation of the three Build Alternatives.

Alternative 2 (Modified Spread Diamond)

This alternative would reconstruct and improve the existing interchange in a modified spread diamond configuration. The widening of Redlands Boulevard to a four-lane roadway classified as a Four-Lane Divided Arterial (110' RW/89'CC) was included as part of this alternative as this widening is included in the City's General Plan. Spruce Avenue will be realigned to provide access to Redlands Boulevard via Hemlock Avenue to the north of the interchange. The addition of the Hemlock Avenue/Redlands Boulevard intersection was also analyzed as part of this alternative. Under direction from the City, Hemlock Avenue was considered to be an East-West

Collector (66' RW/44' CC) in the 2045 Design Year. This alternative would also include a Class I Multi-Use Trail along Redlands Boulevard on the west side. An auxiliary lane in each direction on SR-60 between Redlands Boulevard and Theodore Street, which would widen SR-60 from two to three lanes in each direction, was also included in this alternative. Both of these are planned improvements in the area funded by other projects.

Alternative 3 (Spread Diamond)

This alternative would reconfigure the interchange in a spread diamond configuration. The widening of Redlands Boulevard to a four-lane roadway classified as a Four Lane Divided Arterial (110' RW/89'CC) was included in this alternative as this widening is part of the City's General Plan. Spruce Avenue will be realigned to provide access to Redlands Boulevard via Hemlock Avenue to the north of the interchange. The addition of the Hemlock Avenue/Redlands Boulevard intersection was also analyzed as part of this alternative. Under direction from the City, Hemlock Avenue was considered to be an East-West Collector (66' ROW/44' CC) in the 2045 Design Year. This alternative would also include a Class I Multi-Use Trail along Redlands Boulevard on the west side. An auxiliary lane in each direction on SR-60 between Redlands Boulevard and Theodore Street, which would widen SR-60 from two to three lanes in each direction, was also included in this alternative. Both of these are planned improvements in the area funded by other projects.

Alternative 4 (Modified Partial Cloverleaf)

This alternative would reconfigure the interchange in a modified partial cloverleaf consisting of a westbound loop on-ramp for northbound traffic and an eastbound loop on-ramp for southbound traffic. The SR-60 off-ramps, the westbound on-ramp for southbound traffic, and the eastbound on-ramp for northbound traffic would be reconfigured into a spread diamond configuration. The widening of Redlands Boulevard to a four-lane roadway classified as a Divided Arterial (110' RW/89'CC) was included in this alternative as this widening is part of the City's General Plan. Spruce Avenue will be realigned to provide access to Redlands Boulevard by Hemlock Avenue to the north of the interchange. The addition of the Hemlock Avenue/Redlands Boulevard intersection was also analyzed as part of this alternative. Under direction from the City, Hemlock Avenue was considered to be an East-West Collector (66' ROW/44' CC) in the 2045 Design Year. This alternative would also include a Class I Multi-Use Trail along Redlands Boulevard on the west side. An auxiliary lane in each direction on SR-60 between Redlands Boulevard and Theodore Street, which would widen SR-60 from two to three lanes in each direction, was also included in this alternative. Both of these are planned improvements in the area funded by other projects.

3. Anticipated Environmental Approval

Check the anticipated environmental determination or document for the proposed project in the table below.

CEQA		NEPA	
Environmental Determination			
Statutory Exemption	<input type="checkbox"/>		
Categorical Exemption	<input type="checkbox"/>	Categorical Exclusion	<input type="checkbox"/>
Environmental Document			
Initial Study or Focused Initial Study with proposed Negative Declaration or Mitigated Negative Declaration	<input checked="" type="checkbox"/>	Routine Environmental Assessment with proposed Finding of No Significant Impact	<input checked="" type="checkbox"/>
		Complex Environmental Assessment with proposed Finding of No Significant Impact	<input type="checkbox"/>
Environmental Impact Report	<input type="checkbox"/>	Environmental Impact Statement	<input type="checkbox"/>
CEQA Lead Agency:	Caltrans		
Estimated length of time (months) to obtain environmental approval:	24 months		
Estimated person hours to complete identified tasks:	700		

The anticipated environmental document for the proposed project is an Initial Study (IS) leading to a Mitigated Negative Declaration (MND) under CEQA and a Routine Environmental Assessment (EA) leading to a Finding of No Significant Impact (FONSI) under NEPA.

4. Special Environmental Considerations

The preliminary impact area associated with the Build Alternatives is reviewed within this document. In general, special considerations include any special processes and/or seasonal constraints that may affect project delivery and require unusual, exceptional, or extended environmental processes.

For the SR-60/Redlands Boulevard interchange, special environmental considerations may include the need for construction monitoring for biological and cultural resources. The need for formal agency consultation (i.e., Section 7 or Section 106 Consultation) is not anticipated. Regulatory permits may be required for impacts to jurisdictional waters of the United States and State from the United States Army Corps of Engineers (ACOE), State Water Resources Control Board (SWRCB), and California Department of Fish and Wildlife (CDFW). If any of these activities are deemed necessary, there is a potential that the environmental process may be extended. The requirement for these potential permits, approvals, and consultations would be determined as part of project-specific field

investigations and technical analyses to be conducted during the Project Approval/Environmental Documentation (PA/ED) phase.

5. Anticipated Environmental Commitments

The following is a list of possible avoidance, minimization, and/or mitigation measures that could be required for the purposes of this proposed project under all of the Build Alternatives.

1. If human remains are encountered during construction, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code (PRC) Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be Native American, the County Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify the Most Likely Descendant (MLD). The MLD may inspect the site of the discovery with the permission of the land owner or his/her authorized representative. The MLD shall complete the inspection within 48 hours of being granted access to the site.
2. If historic or archaeological resource materials are discovered during construction, all earthmoving activity within and around the immediate discovery area will be diverted until a qualified archaeologist can assess the nature and significance of the find.
3. If any paleontological resources are encountered during construction activities, all ground-disturbing activities shall stop until the services of a qualified paleontologist can be retained to identify and evaluate the resources and, if necessary, recommend mitigation measures to document and preserve the resources.
4. If ground-disturbing activities are scheduled to commence during the nesting bird breeding season (February 15 through August 31), preconstruction nesting bird breeding surveys shall be conducted by a qualified biologist in order to identify possible nesting activity. A construction-free buffer of suitable dimensions must be established around any active nesting bird nests (up to 250 feet [ft], depending on the nest location and species) for the duration of the project or until it has been determined that the chicks have fledged and are independent of their parents.
5. If unknown wastes or suspect materials are discovered during construction by the contractor that he/she believes may involve hazardous waste/materials, the contractor shall:
 - a. Immediately stop work in the vicinity of the suspected contaminant;
 - b. Remove workers and the public from the area;
 - c. Notify the project engineer of the implementing agency;
 - d. Secure the areas as directed by the project engineer; and
 - e. Notify the implementing agency's Hazardous Waste/Materials Coordinator.
6. Mitigation for construction air quality impacts will require compliance with South Coast Air Quality Management District (SCAQMD) Rule 403 and the Fugitive Dust Control Plan.
7. Mitigation for long-term permanent noise impacts may include noise abatement measures such as constructing noise barriers.

8. Mitigation for visual impacts would likely include beautification, hardscaping, and landscaping elements.
9. During construction, Underground Service Alert (USA) services shall be used to identify the location of all public utilities and avoid unplanned disruptions.
10. In compliance with Executive Order 13112 (Invasive Species) and subsequent guidance from the Federal Highway Administration (FHWA), the landscaping and erosion control included in the project will not use species listed as noxious weeds. In areas of particular sensitivity, extra precautions will be taken if invasive species are found in or adjacent to the construction areas. These include the inspection and cleaning of construction equipment and eradication strategies to be implemented should an invasion occur.
11. Where landscaping is proposed, the project shall install landscaping that is compatible with the existing landscaping. All selected plant species within the roadway right-of-way (ROW) shall share similar water requirements. The new landscaping concept and plant palette shall be developed in coordination with and approved by the Caltrans District Landscape Architect.
12. Compliance with the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit through water quality treatment of runoff from new impervious areas or the equivalent within the project limits will be implemented per the Caltrans Project Planning and Design Guide.

The environmental commitments cited above are considered standard construction provisions. Additional commitments will be required and would be determined as part of the PA/ED phase. Detailed cost estimates are premature and speculative at this time as one or more of these commitments may not be required. However, as a conservative budget estimate, costs associated with the commitments above should be assumed at up to \$10.2 million for Alternative 2 and up to \$15 million for Alternatives 3 and 4, including the ROW required for potential residential and commercial relocations.¹

6. Permits and Approvals

Table A identifies the anticipated permits and approvals required for the proposed project. These permits and approvals are subject to change based on project-specific field investigations and technical analyses to be performed during the PA/ED phase.

¹ Cost is approximate/preliminary and subject to change based on the significance of resources encountered and additional commitments required by affected resource agencies.

Table A: Permits and Approvals

Permit/Approval	Agency	Notes
DBESP Report	USFWS and CDFW	Required in the event Waters of the United States or federally listed species are affected.
MSHCP Consistency Determination	USFWS and CDFW	Required in compliance with the MSHCP.
Nationwide Permit	USACE	Required for compliance with Section 404 of the Clean Water Act
Water Quality Certification	Santa Ana RWQCB	Required for compliance with Section 401 of the Clean Water Act
Streambed Alteration Agreement	CDFW	Required for Compliance with Section 1602 of the California Fish and Game Code
Caltrans Statewide NPDES Permit, Order No. 2012-0011-DWQ, NPDES No. CAS000003	SWRCB	Required to prepare a Storm Water Data Report (SWDR) and implement Caltrans-approved Treatment and Design Pollution Prevention Best Management Practices (BMPs) for areas within Caltrans ROW.
Riverside County NPDES Permit, Order No. R8-2010-0033, NPDES No. CAS618033	Santa Ana RWQCB	Required to prepare a Water Quality Management Plan (WQMP) and implement Treatment Control BMPs for areas outside Caltrans ROW.
NPDES No. CAS000002, General Construction Permit (GCP) Order No. 2009-009-DWQ	SWRCB	Required to obtain permit coverage prior to ground disturbance and prepare a Storm Water Pollution Prevention Plan (SWPPP) and implement construction BMPs during construction.
Encroachment Permit	Caltrans District 8	Required for field surveys and construction activities
Encroachment Permit	City of Moreno Valley	Required for field surveys and construction activities

Source: LSA, March 2016.

7. Level of Effort: Risks and Assumptions

The environmental factors that could affect cost and schedule for this proposed project include the anticipated permit processes (NPDES/Storm Water Pollution Prevention Plan [SWPPP] approvals from the Santa Ana RWQCB and encroachment permits) and potential permit processes (regulatory permits from the ACOE, RWQCB, and CDFW). Other factors include the need for additional technical studies or the identification of cultural or biological resources resulting in unanticipated mitigation requirements. The environmental document would be prepared based on technical studies completed and approved for the proposed project, as well as any additional studies in the vicinity of the project. For the proposed project, special considerations may entail resource agency permits, the potential for hazardous wastes/hazardous materials within the proposed project limits, and preconstruction biological resource surveys.

External factors beyond Caltrans control, such as resource agency staffing shortages, may lengthen consultation time frames. This could also apply to the regulatory permits that would be required for impacts to jurisdictional waters

8. PEAR Technical Summaries

8.1 Land Use:

The project site is located within the City of Moreno Valley. The proposed project area can be characterized as semi-rural in nature. Development within or adjacent to the project site includes several single-family residences in the northeast and northwest quadrants of the interchange, Moreno Ranch Supply and Storquest RV & Boat Storage in the northwest quadrant of the interchange, vacant land, and existing roadway facilities. The northeast quadrant of the interchange contains vacant land, a commercial nursery, and rural single family residential units. The southeast quadrant of the interchange is vacant but planned for future commercial land uses. The Aldi industrial/warehouse facility is currently under construction in the southwest quadrant of the interchange. There are no parks or recreation facilities within 0.5 mile (mi) of the project site. Therefore, no Section 4(f) Evaluation is required.

Based on the City's General Plan Land Use Map (November 2014), the following land use designations apply to the project:

- **Northwest Quadrant:** Residential-Max.1 Dwelling Unit per Acre (DU/AC) (R1) and Office (O)
- **Northeast Quadrant:** Residential-Max.1 DU/AC (R1) and Office (O)
- **Southwest Quadrant:** Commercial (C), Business Park/Light Industrial (BP), and Residential- Max. 2 DU/AC (R2)
- **Southeast Quadrant:** Commercial (C), Business Park (BP), and Residential-Max. 5 DU/AC

Based on the City's Zoning Map, the following zoning applies to the project:

- **Northwest Quadrant:** Residential-Max.1 DU/AC (R1) and Office (O)
- **Northeast Quadrant:** Residential-Max.1 DU/AC (R1) and Office (O)
- **Southwest Quadrant:** Light Industrial (LI) and Community Commercial (CC)
- **Southeast Quadrant:** Light Industrial (LI) and Community Commercial (CC)

Land use compatibility and consistency with the City's and County's General Plans and Zoning Codes will be evaluated in the Community Impact Assessment (CIA) prepared for this project. A separate technical study is not required.

8.2 Growth:

The proposed project is meant to improve the safety and operation of Redlands Boulevard and the SR-60/Redlands Boulevard interchange by relieving existing congestion and improving vehicle, pedestrian, and bicycle safety. No residences or businesses would be introduced as a result of this project; therefore, a direct increase in population is not anticipated. The proposed project would accommodate projected growth in the vicinity of the proposed project improvements, particularly with regard to goods movements due to build out of planned industrial/logistics

facilities south of SR-60. The proposed project is not considered to be growth inducing. The potential for the project to influence growth in the project vicinity will be analyzed in the CIA prepared for the project.

8.3 Farmlands/Timberlands:

Based on the City of Moreno Valley General Plan Land Use Map (November 2014) and Zoning Map (November 2015), there are no farmland land use designations with the proposed project study limits or within the immediate project vicinity. South of the southeast quadrant of the interchange, there is land zoned as Residential Agriculture-Max. 2 DU/AC (RA2). The primary purpose of the Residential Agriculture-Max. 2 district is to provide for suburban lifestyles on residential lots larger than are commonly available in suburban subdivisions and to provide for and protect the rural and agricultural atmosphere, including the keeping of animals that have historically characterized these areas. This district is intended as an area for development of large-lot, single-family residential development at a maximum allowable density of 2 DU/AC. However, the primary purpose of this zoning designation is not for commercial farming or agriculture.

According to the California Department of Conservation Farmland Mapping and Monitoring Program 2012 Riverside County Map, the project area primarily consists of Urban and Built-Up Land and Farmland of Local Importance. In the northeast and southwest quadrants of the interchange, there are areas that contain Prime Farmland. All of the Build Alternatives would result in impacts to these quadrants. As such, an analysis of the impacts to farmlands will be included in the CIA (see below) and a farmland conversion analysis would be required for Alternatives 2, 3, and 4.

8.4 Community Impacts:

The project area can be characterized as semi-rural in nature. The development within or adjacent to the project site includes several single-family residences in the northeast and northwest quadrants of the interchange, Moreno Ranch Supply and Storquest RV& Boat Storage in the northwest quadrant of the interchange, vacant land, and existing roadway facilities. An industrial/warehouse facility is currently under construction in the southwest quadrant of the interchange. Due to the limited development in the project area and the existing roadway facilities (SR-60 and Redlands Boulevard), the project would not divide an existing community.

There are two community facilities (places of worship) within 0.5 mi of the project site that could experience temporary or permanent impacts during construction or operation of the project. No additional community facilities are located within 0.5 mi of the project site. The Riverside County Fire Department's Moreno Valley Fire Station 58, located at 28020 Bay Avenue, is the closest emergency services facility, located approximately 1 mi east of the project site.

Alternatives 3 and 4 would result in impacts to the existing single-family residences and Moreno Ranch Supply within the northwest quadrant of the project site, and

may result in full acquisition of these properties. In the event a full acquisition of the parcels occurs, a Relocation Impact Memorandum (RIM) would be required.

Title VI of the Civil Rights Act of 1964 requires that no person, because of race, color, religion, national origin, sex, age, or handicap, be excluded from participation in, denied benefits of, or subjected to discrimination by any federal-aid activity. In addition, all projects involving a federal action (funding, permit, or land) must comply with Executive Order (EO) 12898, which directs federal agencies to take the appropriate and necessary steps to identify an address disproportionately high and adverse effects of federal projects on the health or environment of minority and low-income populations to the greatest extent practicable and permitted by law. The term “minority” includes persons who identify themselves as Black/African-American, Asian, Native Hawaiian/Pacific Islander, Native American/Native Alaskan, or Hispanic/Latino origin. “Low income” is defined based on the Department of Health and Human Services poverty guidelines. For 2015, this was \$24,250 for a family of four.²

Because substantial environmental justice populations do not appear to exist within the study area, the project improvements are not anticipated to impact a disproportionate number of minority or low income residents or to contribute to a cumulative adverse impact on environmental justice populations. However, construction of the project improvements would result in temporary community impacts during construction. The study area includes two census tracts, Census Tracts 424.01 and 426.24. As shown in Table B below, both study area census tracts have a lower percentage of Hispanic residents and a lower percentage of residents living below the poverty level than the City and County. Census Tract 424.01 has a lower percentage of racial minorities than both the City and County. Census Tract 426.24 has a slightly higher percentage of minorities than the County but a lower percentage of racial minorities than the City. Therefore, there do not appear to be substantial environmental justice populations within the study area.

Table B: Percentages of Racial Minorities, Hispanics, and Low-Income Populations

Census Tract/ Jurisdiction	Racial Minorities ¹	Hispanics ²	Below Poverty Level ³
Census Tract 424.01	699 (33.8%)	781 (37.5%)	8.3%
Census Tract 426.24	1,835 (48.5%)	1,173 (31.0%)	14.2%
City of Moreno Valley	112,396 (58.1%)	105,169 (54.4%)	19.0%
Riverside County	854,494 (39.0%)	995,257 (45.5%)	16.2%

^{1,2} Source: United States Census Bureau, 2010 United States Census, Table SF DP1. Racial minorities include individuals who identify as Black/African-American, Asian, Native Hawaiian/Pacific Islander, Native American/Native Alaskan, Some Other Race, or two or more races on the United States Census. The Hispanic population is not

² United States Department of Health and Human Services (DHHS) Poverty Guidelines for 2015. Available at: <http://aspe.hhs.gov/2015-poverty-guidelines>, accessed November 30, 2015.

³ considered a race but rather an ethnicity; therefore, Hispanics can be of any race.
Source: United States Census Bureau, 2009–2013 American Community Survey, Table S1701.

A CIA will be prepared to evaluate the effects of the proposed project on the surrounding community and its quality of life.

8.5 Visual/Aesthetics:

The proposed project area can be characterized as semi-rural in nature. Development within or adjacent to the project site includes several single-family residences in the northeast and northwest quadrants of the interchange, Moreno Ranch Supply and Storquest RV & Boat Storage in the northwest quadrant of the interchange, vacant land and existing roadway facilities. The project is not on or adjacent to an officially designated State scenic highway according to the Caltrans California Scenic Highway Mapping System.³ State Route 243 (SR-243), the nearest officially designated scenic highway, is located approximately 15 mi east of the project site. Visual resources are often subjective in nature. Therefore, the visual impacts analysis is completed per the FHWA *Guidelines for the Visual Impact Assessment of Highway Projects* (January 2015). This screening is completed pursuant to the Caltrans Standard Environmental Reference (SER) guidelines for evaluating visual impacts, discusses the project area, and provides mitigation if necessary. Due to the nature of the proposed improvements at the interchange and the increase in elevation of the proposed overcrossing associated with the project, a Visual Impact Assessment (VIA) will be prepared for the project.

8.6 Cultural Resources:

An Area of Potential Effects (APE) Map (2015) was previously prepared to analyze impacts to cultural resources for the adjacent SR-60/Theodore Street Interchange Improvement Project. The APE is bounded on the south by Mount Russell, on the east by The Badlands, and on the north and west by a patchwork of open land and rural residential development. The majority of the project APE is severely disturbed by road construction and residential development as well as agricultural activities. Much of the proposed project area overlaps with the APE considered for the SR-60/Theodore Street Interchange Improvement Project. Therefore, the SR-60/Theodore Street Interchange Improvement Project has been relied upon in determining potential cultural resources within or adjacent to the project area for the proposed project.

The following cultural resource was previously documented within the APE:

- **33-016655 (The Kerr Stock Farm/Stables Historic District).** A portion of this 1920s–1950s built environment historic-period district was documented within

³ Caltrans. California Scenic Highway Mapping System. Website: http://www.dot.ca.gov/hq/LandArch/16_livability/scenic_highways/index.htm. Accessed November 5, 2015.

the APE in the mid-2000s. The entire district was completely removed by the recent development of the Skechers industrial/commercial complex, and the area of the district within the APE was severely disturbed by grading.

A records search and literature review were conducted on August 16, 2013, by LSA Associates, Inc. (LSA) Archaeologist Riordan Goodwin at the Eastern Information Center located at the University of California, Riverside. There were no other cultural resources documented within the current APE as of August 16, 2013, and no remaining historic-period built environment indicated in aerial photographs.

Additionally, a records search was undertaken at the South Central Coast Information Center (SCCIC) at California State University Fullerton on 12/7/2015. This records search indicated a total of 11 cultural resources had been previously recorded within a one mile radius of the SR-60/Redlands Boulevard Interchange project area. A former historic-period built environment resource (site P-33-15436) previously existed within this area, and consisted of a 1948 single story home with a basement and detached garage/workshop. According to Google Maps Street View and Historicaerials.com, the structures were demolished sometime between 2005 and 2007, apparently in order to construct a freeway ramp that has not been completed. The previously recorded structures were not within the current project area, although portions of the parcel are. The remaining ten sites within the one mile radius are seven prehistoric milling slicks, another historic residence and two historic irrigation features.

No new cultural resources were identified during preliminary reconnaissance efforts on 12/9/2015. The archaeologist surveyed the APE only from surface streets and did not survey along SR-60 or the ramps leading to and from Theodore Street.

The project consists primarily of nonnative soils in the roadway ROW and highly disturbed and rural residential lots and portions of agricultural parcels. Therefore, the sensitivity of the APE for archaeological resources appears low.

Despite the fact that a large portion of the APE has recently been assessed for an overlapping City of Moreno Valley/Caltrans project (SR-60/Theodore Street Interchange Improvement Project), it is anticipated that a Historic Property Survey Report (HPSR) and an Archaeological Survey Report (ASR) will be required, including Section 106 Native American Consultation and the preparation of an APE Map. Caltrans is anticipated to conduct all Assembly Bill 52 consultation for this project per current practice. Due to the lack of historic-period built environment, no Historical Resources Evaluation Report (HRER) will be necessary.

8.7 Hydrology and Floodplain:

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) (Map Numbers 06065C0760G and 06065077C0G [August 28, 2008]), the project area falls within Zone X, which is defined as areas determined to be outside the 1 percent annual chance floodplain (100-year floodplain) as defined by FEMA, and is within the 0.2 percent annual chance floodplain (500-year floodplain) (refer to Figure 3, Flood Plain Map).⁴

The State of California Department of Water Resources (DWR) has developed Awareness Floodplain Maps to identify all pertinent flood hazard areas for areas that are not mapped under the FEMA National Flood Insurance Program (NFIP). The DWR does not impose guidelines or restrictions for an awareness floodplain. The Awareness Floodplain Maps display the 100-year flood hazard areas using approximate assessment procedures. These floodplains are shown as flood prone areas without specific depths. An Awareness Floodplain is mapped within the project area, just north of SR-60. The local flood control agency, Riverside County Flood Control and Water Control District (RCFCWCD), has adopted an Awareness Floodplain for the county portion of the project area and regulates this area. The City has not adopted the Awareness Floodplain, and therefore, the Awareness Floodplain is not within the city limits.

A Location Hydraulic Study (LHS) will be prepared during the PA/ED phase to address changes in the hydraulic grade level in existing and proposed culverts and slope stabilization due to impacts of flow and proposed grading. The results of this LHS will be summarized in the IS/EA.

8.8 Water Quality and Storm Water Runoff:

The closest receiving water to the project is the San Jacinto River, Reach 4, which is approximately 8 miles from the project site. As stated in response 8.7 Hydrology and Floodplain, the project site is within Zone X as defined by FEMA. As discussed below in response 8.15, the project would impact drainages that are subject to California Department of Fish and Wildlife (CDFW) and Regional Water Quality Control Board (RWQCB) jurisdiction.

Project construction is subject to the requirements of the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit, Order 2009-0009-DWQ, as amended by 2010-0014-DWQ and 2012-0006-DWQ; NPDES No. CAS000002) and any subsequent amendments in effect at the time of construction. In compliance with the Construction General Permit, the City would be required to prepare a SWPPP and

⁴ FEMA National Flood Hazard Layer. Website: <http://fema.maps.arcgis.com/home/webmap/viewer.html?webmap=cbe088e7c8704464aa0fc34eb99e7f30&extent=-117.24709693950257,33.86490598985177,-117.00814430278416,34.00732659181597>. Accessed November 4, 2015.

implement Construction Best Management Practices (BMPs) including, but not limited to, Erosion Control and Sediment Control BMPs designed to minimize erosion and retain sediment on site, as well as Good Housekeeping BMPs to prevent spills, leaks, and discharges to receiving waters. Construction site BMPs will be detailed in and implemented via a SWPPP.

Operation of the proposed project would be subject to the requirements of the NPDES Statewide Storm Water Permit, Waste Discharge Requirements (WDRs) for the State of California, Department of Transportation (Order No. 2012-0011-DWQ, NPDES No. CAS000003) (Caltrans Statewide NPDES Permit) for portions of the proposed project within Caltrans ROW. For portions of the project outside Caltrans ROW (i.e., within City ROW), operation of the proposed project would be subject to the NPDES Permit for WDRs for the Riverside County Flood Control and Water Conservation District, the County of Riverside, and the Incorporated Cities of Riverside County within the Santa Ana Region (Order No. R8-2010-0033, NPDES No. CAS618033) (Riverside County NPDES Permit). Through compliance with the Caltrans Statewide NPDES Permit, the City would be required to prepare a Storm Water Data Report (SWDR) and implement Caltrans-approved Treatment and Design Pollution Prevention BMPs within Caltrans ROW. Through compliance with the Riverside County NPDES Permit, the City would be required to prepare a Water Quality Management Plan (WQMP) and implement Treatment Control BMPs outside Caltrans ROW. The feasibility of various operational BMPs will be documented in the SWDR and WQMP prepared for the proposed project. In addition, a Water Quality Assessment Report (WQAR) will be required.

The depth to groundwater near the project site is reported to be in excess of 100 ft below the existing ground surface. The reconstruction and improvements to SR-60 and Redlands Boulevard would not require excavations extending to depths of 100 ft below the ground surface. Based on the depth to groundwater and type of construction activities, groundwater would not be encountered and groundwater dewatering would not be required during construction. In addition, there is a potential that the proposed project may require dewatering during operation during storm events. However, groundwater extraction would not be required during project operation.

8.9 Geology, Soils, Seismicity, and Topography:

The project site is located within a seismically active area, in proximity to several fault zones (San Andreas, San Jacinto, and Elsinore). The San Jacinto Valley segment of the San Jacinto fault is the nearest known active fault and is located approximately 0.9 mi from the project area. Thus, the proposed project may be subject to periodic ground shaking due to seismic events.

According to the *Preliminary Geotechnical Assessment/Memorandum* (Michael Baker International 2015) prepared for the project, the site is underlain by alluvial soils that generally consist of interbedded fine to coarse sands and silt with varying amounts of clay. The more recent alluvial soil is typically found in drainages and is expected to be in the upper surficial materials (upper 3 to 10 ft). The deeper soil

(older alluvium and older fan deposits) is anticipated to consist of silty fine to sandy silt with interbedded lenses of silty clay. The surficial soil is also anticipated to include pavement materials and fill associated with the existing on- and off-ramps and SR-60 roadway embankments. According to the Moreno Valley General Plan (2006), the site is not within a designated potential liquefaction area. Therefore, there is a low probability of liquefaction occurring within the project area.

The soils within the project area are not considered corrosive to underground metal structures. Thus, the concrete cover and mix design for proposed improvements can follow Caltrans standard requirements for a noncorrosive environment.

There are no open water bodies in the project area; therefore, the project area is unlikely to be impacted by seiches. Due to its distance from the ocean, the project is not likely to be impacted by a tsunami. A Preliminary Geotechnical Report will be conducted to evaluate and address seismic safety issues, collapsible soils, groundwater conditions, the potential for liquefaction and soil compaction, and other soil stability issues during the PA/ED phase. The results of the Preliminary Geotechnical Report will be summarized within the IS/EA.

8.10 Paleontology:

The project area is located at the northern end of the Peninsular Ranges geomorphic province, a 900 mi long northwest-southeast-trending structural block that extends from the Transverse Ranges to the tip of Baja California and includes the Los Angeles Basin (California Geological Survey 2002; Norris and Webb 1976). The total width of this province is approximately 225 mi, extending from the Colorado Desert in the east across the continental shelf to the Southern Channel Islands (Santa Barbara, San Nicolas, Santa Catalina, and San Clemente) in the west (Sharp 1976). This region is characterized by a series of mountain ranges separated by northwest-trending valleys subparallel to faults branching from the San Andreas fault. The geology of this province is similar to that of the Sierra Nevada, with granitic rock intruding into the older metamorphic rocks. It contains extensive pre-Cretaceous (older than 145 million years ago [Ma]) igneous and metamorphic rocks covered by limited exposures of post-Cretaceous (younger than 66 Ma) sedimentary deposits (Norris and Webb 1976). Within this province, the project is located on the Perris Block, a fault-bounded structural block that extends from the southern foot of the San Gabriel and San Bernardino Mountains southeast to the vicinity of Bachelor Mountain and Polly Butte (Morton and Miller, 2006; Kenney, 1999). It is bounded on the northeast by the San Jacinto fault and on the southwest by the Elsinore Fault Zone (Morton and Miller 2006).

Geologic mapping indicates that the project area is underlain by Artificial Fill, Holocene to Late Pleistocene (less than 126,000 years ago) Young Alluvial Fan Deposits, and Early Pleistocene (781,000–2.588 Ma) Very Old Alluvial Fan Deposits (Morton and Matti 2001). The preliminary geotechnical assessment conducted for this project (Michael Baker International 2015) indicates that the project area contains deposits of sand, silt, and clay that are more recent in age from the surface to approximately 3–10 ft below the surface and belong to older alluvium

and older fan deposits below 3–10 ft. This preliminary assessment also noted that Artificial Fill is anticipated to be present along the existing on- and off-ramps and the SR-60 embankments (Michael Baker International 2015).

Artificial Fill consists of sediments that have been removed from one location and transported to another by human activity rather than by natural means. Artificial Fill is mapped along the freeway ROW within the project area. While Artificial Fill may contain fossils, these fossils have been removed from their original location and are thus out of stratigraphic context. Therefore, they are not considered important for scientific study. As such, Artificial Fill has no paleontological sensitivity.

The Young Alluvial Fan Deposits are Holocene to Late Pleistocene in age (less than 126,000 years ago) and consist of unconsolidated gravel, sand, and cobbles (Morton and Matti 2001). These sediments were eroded from higher elevations, carried by flooding streams and debris flows, and deposited in a fan or lobe shape at the base of the hills. These deposits are mapped over most of the project area. Fossils are known from similar Pleistocene sediments within the geologic unit from scientific research and various development projects in Southern California (Jefferson 1991a, 1991b; Miller 1971). The oldest deposits in this geologic unit date to the end of the Rancholabrean North American Land Mammal Age (NALMA), which was named for the Rancho La Brea fossil site in central Los Angeles and dates from 240,000 to 11,000 years ago (Alroy 2000). The presence of *Bison* spp. defines the beginning of the Rancholabrean NALMA (Bell et al. 2004), but fossils from this time also include other large and small mammals, reptiles, fish, invertebrates, and plants. There is a potential to encounter these types of fossils in the older sediments within this unit possibly as shallow as 10 ft below the current ground surface. Therefore, these deposits are assigned a low paleontological sensitivity above a depth of 10 ft and a high sensitivity below that mark.

The Very Old Alluvial Fan Deposits consist of reddish-brown sand and gravel that is well indurated and has been dissected by erosional gullies (Morton and Matti 2001). Like the Young Alluvial Fan Deposits, these deposits accumulated in a fan or lobe shape at the base of hills from sediments eroded from higher elevations. These deposits date to the Early Pleistocene (781,000–2.588 Ma), an interval that spans three NALMAs: the Rancholabrean, the Irvingtonian, and the Blancan (Alroy 2000). Fossils are known in similar Rancholabrean, Irvingtonian, and Blancan deposits from excavations for development as well as scientific investigations across Southern California (Bell et al. 2004; Jefferson 1991a, 1991b; Miller 1971; Pajak et al. 1996; Reynolds and Reynolds 1991; Springer et al. 2009). These fossils include mammoths, mastodons, horses, camels, saber-toothed cats, coyotes, deer, peccaries, and sloths, as well as smaller animals like rodents, rabbits, birds, reptiles, and fish. As such, these deposits are considered to have high paleontological sensitivity.

The Natural History Museum of Los Angeles County Museum (LACM) and the Western Science Center (WSC) were contacted for records searches. No fossil localities

have been previously collected within a 1½ -mile radius of the project area. Fossils are known from Pleistocene alluvial sediments at Perris, Lakeview Hot Springs, Jack Rabbit Trail in San Jacinto and the Diamond Valley Reservoir - Salt Creek Channel in southern Hemet, California. A preliminary site reconnaissance survey was conducted for the proposed project, and in areas of open ground surface, no fossils were observed.

The probability for presence of fossils is considered low given that none have been found nearby during past construction. However, the project area contains sediments with the potential to produce scientifically significant, nonrenewable paleontological resources. Because fossils may be present within the project area, preparation of a combined Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) is recommended. The PIR/PER should be prepared following the guidelines established in the Caltrans SER, Environmental Handbook, Volume 1, Chapter 8, on Paleontology (Caltrans 2015).

8.11 Hazardous Waste/Materials:

A Phase I Initial Site Assessment (ISA) (June 2015) was prepared for the SR-60/Theodore Street Interchange Improvement Project. The SR-60/Theodore Street Interchange Improvement Project is located approximately 1 mi east of the proposed project area. The SR-60/Theodore Street project area partially encompasses the SR-60/Redlands Boulevard project area and was relied upon in determining potential hazardous waste/materials issues associated with the proposed project.

The SR-60/Theodore Street Interchange Improvement Project Phase I ISA determined that there are no hazardous materials sites documented within 1 mi of the SR-60/Theodore Street project area. No Recognized Environmental Conditions were determined to exist in the project area surrounding the SR-60/Theodore Street interchange, with the exception of potential residual organochloride pesticides (OCPs) and arsenical herbicides from agricultural properties, aerially deposited lead (ADL) within or adjacent to SR-60, and a soil stockpile located southeast of the SR-60/Theodore Street interchange that may contain heavy metals and OCPs. Therefore, soils within the proposed project limits of the SR-60/Redlands Boulevard interchange should be tested for ADL to determine whether any soils are contaminated from vehicular use. Since the existing Redlands Boulevard overcrossing would be demolished, asbestos and lead-based paint testing will be required. In addition, since the project would occur over land previously utilized for agriculture, pesticide/herbicide testing should also be conducted. Moreover, the Build Alternatives may require ROW acquisition that would necessitate an investigation of potential hazardous conditions.

Based on the initial review of the SR-60/Theodore Street Interchange Improvement Project hazardous waste/materials analysis, an ISA will be prepared for the proposed project that will include a hazardous materials database search outlining any hazardous material listings within or in close proximity to the proposed project

area. An ISA Checklist would also be required prior to preparation of the Phase I ISA.

8.12 Air Quality:

The project site is in the South Coast Air Basin (SCAB), which includes Orange County and the nondesert parts of Los Angeles, Riverside, and San Bernardino Counties. Air quality regulation in the Basin is administered by the SCAQMD. The SCAB is in attainment status for most of the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS); however, the SCAB is in nonattainment for the following pollutants (federal standards):

- Ozone;
- Particulate matter 10 microns in diameter or less (PM₁₀); and
- Particulate matter 2.5 microns in diameter or less (PM_{2.5}).

The existing land uses in the project area would potentially be impacted by short-term construction and long-term operational air quality impacts associated with the proposed SR-60/Redlands Boulevard Interchange Improvement Project. The proposed project is listed in the 2012 RTP/SCS and the 2015 Federal Transportation Improvement Program.

The proposed project improvements are not exempt from regional emissions analysis, and a project-level Air Quality Conformity Analysis will be required. The potential short-term air quality impacts of the proposed project improvements shall be assessed in accordance with the SCAQMD's CEQA regulations for the SCAB.

The potential long-term air quality impacts of the proposed SR-60/Redlands Boulevard Interchange Improvement Project shall be assessed in accordance with the Caltrans *Transportation Project Level Carbon Monoxide Protocol* (1997), the United States Environmental Protection Agency's (EPA) and FHWA's *Transportation Conformity Guidance for Qualitative Hot-spot Analysis in PM_{2.5} and PM₁₀ Nonattainment and Maintenance Areas* (March 2006), and the FHWA's *Interim Guidance Update on Mobile Source Air Toxic Analysis in NEPA* (December 2012).

An Air Quality Conformity Analysis will be required to determine the project's potential impacts to sensitive receptors for both short-term construction and long-term operation. An Air Quality Conformity Checklist and an Air Quality Conformity Report will be required to make an air quality conformity determination for the proposed project.

8.13 Noise and Vibration:

A Google Maps site survey was conducted on November 20, 2015, for the purpose of identifying noise-sensitive land uses in the project area. The existing land uses in the project vicinity include single-family residences, vacant land, and commercial and industrial uses. These land uses would potentially be impacted by short-term construction and long-term operational noise associated with the proposed SR-60/Redlands Boulevard Interchange Improvement Project. The proposed project qualifies as a Type I project under Code of Federal Regulations (CFR) Title 23, 772. Therefore, a detailed Noise Study Report (NSR) prepared in accordance with the May 2011 Caltrans Traffic Noise Analysis Protocol will be prepared to determine the project's short-term and long-term noise impacts. In addition, preparation of a Noise Abatement Decision Report (NADR) may be required, if feasible noise abatement measures are identified, to determine the preliminary reasonableness of noise abatement measures. The results of the noise analysis will be compared to the Noise Abatement Criteria (NAC) to determine the need for noise abatement measures. These measures may include constructing barriers such as walls or berms. Residential land uses along the east side of Redlands Boulevard north of the interchange and residences in the northwest quadrant of the interchange would be potentially impacted by the proposed project. Noise abatement measures for residences located along the east side of Theodore Street north of the interchange would not be feasible because there is driveway access onto Redlands Boulevard and noise barriers would not be effective in this area. Noise abatement measures for residences in the northwest quadrant of the interchange would be evaluated along the ROW, the edge of shoulder, and/or private property lines.

To minimize the construction noise impact for noise-sensitive land uses adjacent to the project site, construction activities will comply with Caltrans Standard Specifications Section 14-8.02, "Noise Control."

8.14 Energy and Climate Change:

The proposed project would relieve congestion and improve travel efficiency through the SR-60/Redlands Boulevard interchange area. Energy consumption would potentially be reduced upon project completion due to improved traffic circulation. Construction energy consumption would be temporary in nature, and all construction equipment would be required to operate per the manufacturer recommendations. In addition, air quality requirements pertaining to the construction equipment (i.e., construction equipment would not operate for longer than 8 cumulative hours, equipment would be shut down when not in use for extended periods of time) would also help to reduce energy consumption from construction equipment. A separate energy technical study will not be required.

It is generally agreed that individual transportation projects do not by themselves yield sufficient greenhouse gas (GHG) emissions to have a significant impact on global climate change, but an individual project may make an incremental

contribution to cumulative climate change impacts along with all other global sources of GHGs. An Air Quality Analysis will be required for the proposed project and will include a quantitative analysis of GHGs. This quantitative analysis will use the California Air Resources Board's EMFAC model to compare relative carbon dioxide emissions for all alternatives.

8.15 Biological Environment:

A review of the CDFW's Natural Diversity Data Base (NDDB) *Rarefind 5* database, United States Fish and Wildlife Service (USFWS) listed species and designated critical habitat information, aerial imagery (Google Earth 2015), and studies conducted by LSA in the project area for the SR-60/Theodore Street Interchange Improvement Project was conducted to assist in determining the existence or potential occurrence of special-interest plant and animal species, the locations of any listed species sightings and critical habitat boundaries, and potential jurisdictional waters on and in the vicinity of the project site. Several special-interest species are known within the project area. No listed species are expected to occur within the project limits, and no designated critical habitats are present. The project site contains habitat for nesting birds protected by the Migratory Bird Treaty Act and the State Fish and Game Code.

The project site contains drainage features that are considered potential jurisdictional waters that may be subject to the regulatory authority of the ACOE under Section 404 of the Clean Water Act (CWA), the CDFW under Sections 1600–1616 of the California Fish and Game Code, and the Regional Water Quality Control Board under Section 401 of the CWA. The preparation of a jurisdictional delineation is required to analyze potential project effects to potentially jurisdictional features.

The preparation of a Natural Environment Study is required to address potential project effects to special-interest species, nesting birds, and potentially jurisdictional waters.

The project is within the boundaries of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The MSHCP is a comprehensive, multi-jurisdictional Habitat Conservation Plan and Natural Communities Conservation Plan for the conservation of species and their associated habitats in western Riverside County. The MSHCP permits the take of listed plant and animal species to permittees (such as the City of Moreno Valley) for otherwise lawful activities consistent with MSHCP requirements and terms and conditions in exchange for compliance with provisions of the MSHCP, including the assembly and management of a coordinated Conservation Area/Reserve. The MSHCP provides for the assembly of conservation lands consisting of Criteria Areas for the conservation of sensitive, threatened, and endangered species covered by the MSHCP. The project is not located within a MSHCP Conservation Area. The MSHCP requires focused surveys for certain plant and animal species for project sites located within designated plant and animal survey areas when potential suitable habitat is present. The project site is located within the MSHCP burrowing

owl survey area. A focused survey for the burrowing owl is anticipated to be required. The MSHCP also protects habitats and species associated with riparian/riverine and vernal pools. The project site contains riparian and/or riverine resources. No vernal pools are expected to be present. Although riparian and/or riverine resources are present, these areas are not anticipated to provide suitable habitat for MSHCP protected riparian/riverine species (e.g., least Bell's vireo).

An MSHCP consistency analysis report would need to be prepared to show project compliance with the MSHCP. In addition, for any project effects to the riparian/riverine areas or the burrowing owl, the preparation of a MSHCP Determination of Biologically Equivalent or Superior Preservation (DBESP) report will be required. The MSHCP will be included as an appendix to the Natural Environment Study (NES) required for the proposed project.

8.16 Cumulative Impacts:

There are several proposed land development projects and numerous proposed transportation projects in the vicinity of the proposed project. All cumulative impacts will be addressed within the IS/EA. All cumulative impacts would also be addressed within the individual resource technical studies identified in Sections 8.1 through 8.15 above.

8.17 Context-Sensitive Solutions:

Context-Sensitive Solutions are defined as “innovative and inclusive approaches that integrate and balance community, aesthetic, historic, and environmental values with transportation safety, maintenance and performance goals.” As part of this proposed project, there are anticipated to be a series of public workshops and/or potential interviews with stakeholders and property owners. In addition, a public workshop is anticipated to be held during the public circulation of the draft environmental document. This will include a discussion of the City's regulations for aesthetics.

9. Summary Statement for PSR or PSR-PDS

Based on the technical summaries described above, it is expected that impacts associated with all Build Alternatives would be mitigated to a level below significance. Therefore, an IS/EA with an MND/FONSI is the anticipated environmental document for CEQA/NEPA compliance for the proposed project. The total cost estimates for potential mitigation measures and permits associated with all Build Alternatives are premature and speculative at this time as one or more of these measures may not be required. However, as a conservative budget estimate, costs associated with the commitments discussed above are assumed at up to \$10.2 million for Alternative 2 and up to \$15 million for Alternatives 3 and 4, including ROW required for potential residential and commercial relocations (Attachment B Estimated Resources by WBS Code and Attachment D PEAR

Environmental Commitments Cost Estimate).⁵ The schedule associated with the IS/EA is expected to have a duration of approximately 24 months (Attachment C Schedule [Gantt Chart]).

As discussed above, technical studies are required in support of the environmental document for this project (Attachment A PEAR Environmental Studies Checklist). It is not anticipated that the individual resource evaluations will identify significant environmental concerns within or adjacent to the proposed project area that cannot be mitigated. If additional technical studies are necessary, the completion of these studies could affect schedule and cost. Construction monitoring for biological and cultural resources, if deemed necessary, could also complicate, delay, or lengthen the schedule and increase costs.

As stated above, Alternatives 3 and 4 would result in impacts to the existing single-family residences and Moreno Ranch Supply within the northwest quadrant of the project site and may result in the full acquisition of these properties. In the event the full acquisition of these parcels occurs, a RIM would be required.

10. Disclaimer

This PEAR provides information to support the programming of the proposed project. It is not an environmental determination or document. Preliminary analysis, determinations, and estimates of mitigation costs are based on the project description provided in the Project Study Report/Project Development Support (PSR/PDS). The estimates and conclusions in the PEAR are approximate and are based on cursory analyses of probable effects. A reevaluation of the PEAR will be needed for changes in project scope or alternatives, or in environmental laws, regulations, or guidelines.

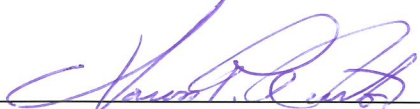
⁵ The cost is approximate/preliminary and subject to change based on the significance of the resources encountered and additional commitments required by the affected resource agencies.

11. List of Preparers

Environmental Principal Lynn Calvert-Hayes, AICP	Date: March 8, 2016
Environmental Project Manager King Thomas	Date: March 8, 2016
Cultural Resources Specialist Rory Goodwin, Sheri Gust (Cogstone)	Date: January 13, 2016
Biologist Denise Woodard	Date: March 3, 2016
Community Impacts Specialist Hilary Haskell	Date: November 5, 2015
Noise and Vibration Specialist Jason Lui	Date: November 20, 2015
Air Quality Specialist Ron Brugger	Date: November 20, 2015
Paleontology Specialist/Liaison Sarah Rieboldt, Ph.D., Kim Scott (Cogstone)	Date: January 13, 2016
Water Quality Specialist Bridget Lillis	Date: March 7, 2016
Hydrology and Floodplain Specialist Hilary Haskell	Date: March 8, 2016
Hazardous Waste/Materials Specialist Hilary Haskell	Date: November 16, 2015
Visual/Aesthetics Specialist Hilary Haskell	Date: November 5, 2015
Energy and Climate Change Specialist Hilary Haskell	Date: November 5, 2015
Other: N/A	Date: N/A
PEAR Preparer (Name and Title) Hilary Haskell, Assistant Environmental Planner, LSA Associates, Inc.	Date: March 8, 2016


12. Review and Approval

I confirm that the environmental cost, scope, and schedule have been satisfactorily completed and that the PEAR meets all Caltrans requirements. Also, if the project is scoped as a routine EA, complex EA, or EIS, I verify that the HQ DEA Coordinator has concurred in the Class of Action.



Environmental Branch Chief

Date: 5-19-16



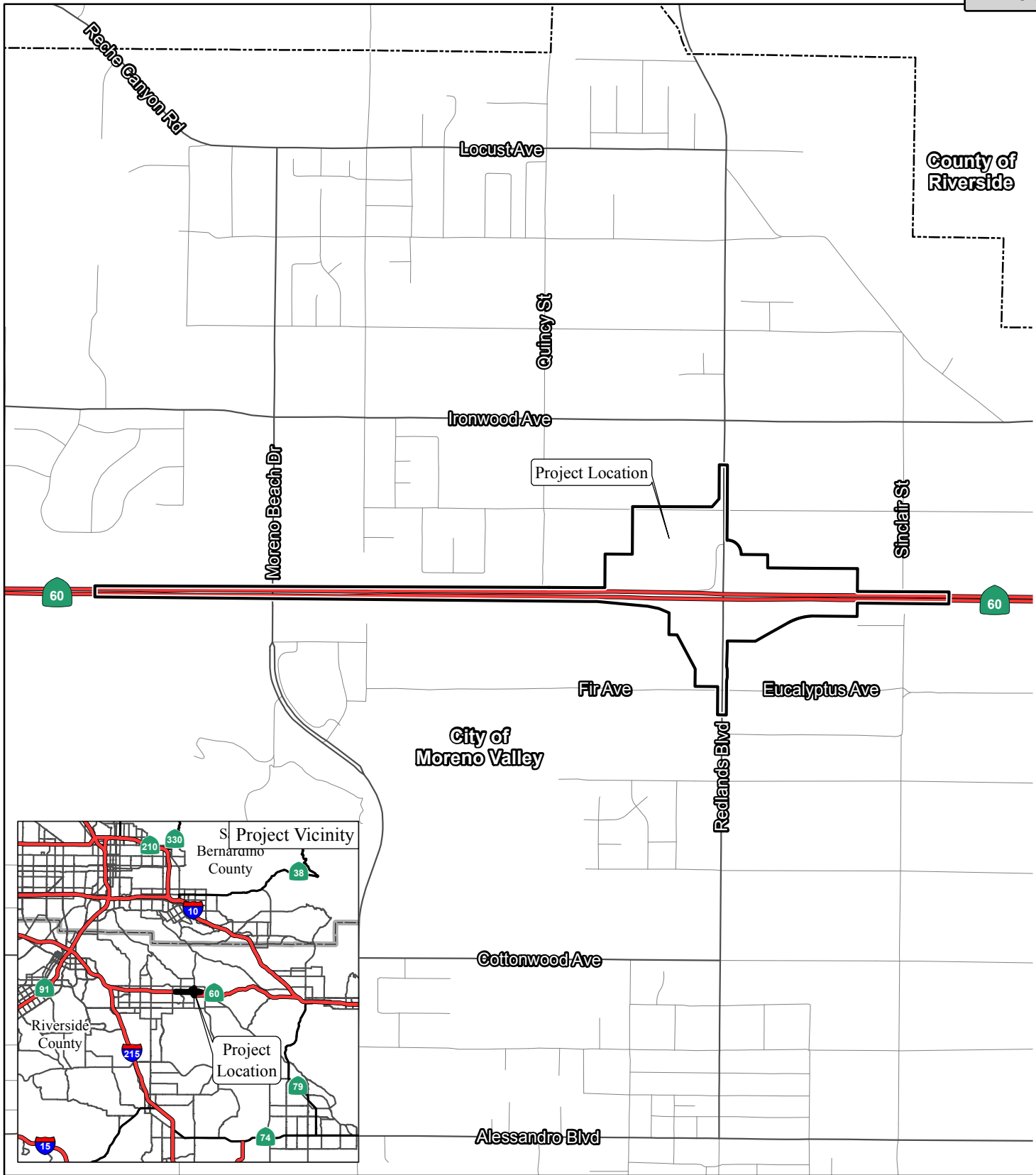
Project Manager


Date: 5-19-16

REQUIRED ATTACHMENTS:

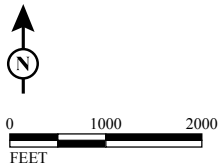
- Attachment A: PEAR Environmental Studies Checklist**
- Attachment B: Estimated Resources by WBS Code**
- Attachment C: Schedule (Gantt Chart)**
- Attachment D: PEAR Environmental Commitments Cost Estimate (Standard PSR)**

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT



LEGEND
 Project Location

FIGURE

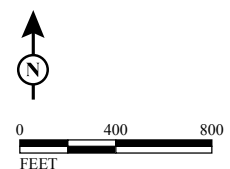


SOURCE: USGS 7.5' Quad - Sunnymead (1980), CA
 F:\RBF1501\GIS\ProjectLocation_Streets.mxd (11/9/2015)

SR-60/Redlands Boulevard
 Interchange Improvement Project
 Regional and Project Location
 08-RIV-6
 PM 19.1/21.0



LEGEND
 [Black outline symbol] Project Footprint

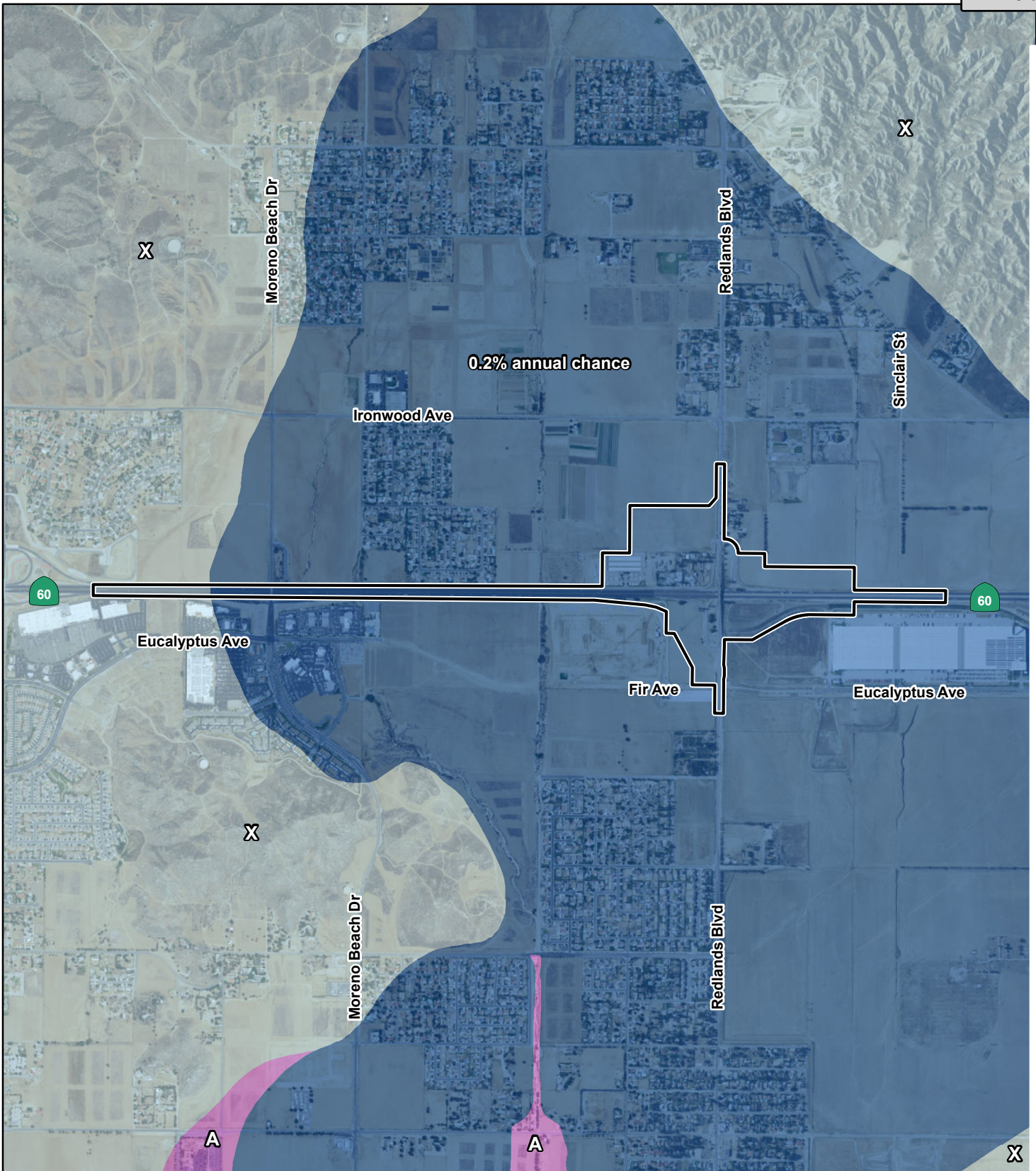


SOURCE: ESRI (2014); RBF (2015)
 I:\RBF1501\GIS\ProjectFootprint.mxd (11/9/2015)

FIGURE :

SR-60/Redlands Boulevard
 Interchange Improvement Project
 Project Footprint
 08-RIV-
 PM 19.1/21.0

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT



LEGEND

Project Footprint

FEMA FIRM and Flood Hazard Area

X (= areas outside 1% annual chance or 1% chance with depths less than 1 ft, drainages less than 1 sq mi, or levee protected areas)

A (= 1 % annual chance)

0.2 % annual chance

SR-60/Redlands Boulevard Interchange Improvement Project

Floodplain Map

08-RIV-000

PM 19.1/21.0

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT



SOURCE: ESRI (2014); FEMA NFHL (2012)

F:\RBF1501\GIS\FEMAFloodplain.mxd (11/9/2015)

Attachment A: PEAR Environmental Studies Checklist

Rev. 11/08

Environmental Studies for PA&ED Checklist					
	Not anticipated	Memo to file	Report required	Risk* L M H	Comments
Land Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
Growth	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
Farmlands/Timberlands	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	Tech Memo to be incorporated into the Community Impacts Assessment
Community Impacts	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>L</u>	To be Incorporated into CIA
Community Character and Cohesion	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>L</u>	To be Incorporated into CIA
Relocations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M	RIM
Environmental Justice	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>L</u>	To be Incorporated into CIA
Utilities/Emergency Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>L</u>	To be Incorporated into CIA
Visual/Aesthetics	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>L</u>	VIA
Cultural Resources:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>L</u>	
Archaeological Survey Report	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>L</u>	
Historic Resources Evaluation Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
Historic Property Survey Report	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>L</u>	
Historic Resource Compliance Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
Section 106 / PRC 5024 & 5024.5	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>L</u>	
Native American Coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>L</u>	HPSR/ASR
Finding of Effect	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
Data Recovery Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
Memorandum of Agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
Hydrology and Floodplain	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>L</u>	Location Hydraulic Study
Water Quality and Stormwater Runoff	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>L</u>	WQAR
Geology, Soils, Seismic and Topography	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M	
Paleontology	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M	
PER	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M	PIR/PER
PMP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M	To be Incorporated into PIR/PER
Hazardous Waste/Materials:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>L</u>	
ISA (Additional)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>L</u>	
PSI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	ADL, Asbestos
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	
Air Quality	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>L</u>	
Noise and Vibration	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M	
Energy and Climate Change	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>	To be incorporated into AQA
Biological Environment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>L</u>	

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

Environmental Studies for PA&ED Checklist					
	Not anticipated	Memo to file	Report required	Risk* L M H	Comments
Natural Environment Study	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L	
Section 7:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Formal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Informal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
No effect	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Section 10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
USFWS Consultation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
NMFS Consultation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Species of Concern (CNPS, USFS, BLM, S, F)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Wetlands & Other Waters/Delineation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	M	In JD
404(b)(1) Alternatives Analysis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Invasive Species	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	In ED
Wild & Scenic River Consistency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Coastal Management Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
HMMP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
DFG Consistency Determination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
2081	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Cumulative Impacts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	In ED
Context Sensitive Solutions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Section 4(f) Evaluation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
Permits:					
401 Certification Coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L	
404 Permit Coordination, IP, NWP, or LOP	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L	
1602 Agreement Coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L	
Local Coastal Development Permit Coordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
State Coastal Development Permit Coordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
NPDES Coordination	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L	
US Coast Guard (Section 10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
TRPA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	
BCDC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L	

ATTACHMENT B - Resources by WBS Code

Project ID:
EA: 08-0M610
Description: SR-60/Redlands Boulevard Interchange Improvement Project

WBS Task Activity Code	Division Chief	Office Chief	Senior	Generalist	Biology	Cultural	Haz Waste	Socio-Economic	Storm Water	ECL	Steward-ship	Noise/Air	Sup Svcs	Design	Hydraulics	Landscape	Planning	Right of Way	Surveys	Total
Assigned Unit																				
Project Management																				
100.10 – Project Management - PA&ED																				-
100.15 – Project Management - PS&E																				-
100.20 – Project Management - Construction																				-
100.25 – Project Management - Right of Way																				-
Total Project Management	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Perform Preliminary Engineering Studies and Draft Project Report																				
160.05 – Updated Project Information																				-
160.10 – Engineering Studies																				-
160.15 – Draft Project Report																				-
160.30 – Environmental Study Request			10																	10
160.40 – NEPA Assignment				5																5
Total Perform Prelim Eng Studies & Draft PR	-	-	10	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15
Perform Environmental Studies and Prepare Draft Environmental Document - Task Management Activities																				
165.05 – Env Scoping of Alternatives			20	10																30
165.10 – General Env Studies			115			30	30	30	40			80						10		335
165.15 – Biological Studies			41		90															131
165.20 – Cultural Resource Studies			17			466														483
165.25 – Draft Env Document			95	30																125
165.30 – NEPA Assignment			20																	20
Total Perform Env Studies & Prepare DED	-	-	308	40	90	496	30	30	40	-	-	80	-	-	-	-	-	10	-	1,124
Obtain Permits, Licenses, Agreements and Certifications (PLACs) and Route Adoptions during PA&ED Component - Task Management Activities																				
170.05 – Required PLACs																				-
170.10 – PLACs					30															30
170.15 – Railroad Agreements																				-
170.20 – Freeway Agreements																				-
170.25 – Agreement for Material Sites																				-
170.30 – Executed Maintenance Agreements																				-
170.40 – Route Adoptions																				-
170.45 – MOU from TERO																				-
170.55 – NEPA Assignment																				-
Obtain PLACS & Rte Adoptions during PA&ED	-	-	-	-	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30
Circulate Draft Environmental Document and Select Preferred Project Alternative - Task Management Activities																				
175.05 – DED Circulation			35	20																55
175.10 – Public Hearing			25	20																45
175.15 – Public Comment Responses & Corr			35																	35
175.20 – Project Preferred Alternative																				-
175.25 – NEPA Assignment																				-
Total Circ DED & Select Preferred Proj Alt	-	-	95	40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	135
Prepare and Approve Project Report and Final Environmental Document																				
180.05 – Final Project Report																				-
180.10 – Final Env Document			81	15	35															131
180.15 – Completed Env Document			25	20																45
180.20 – NEPA Assignment																				-
Total Prep and Approve PR & FED	-	-	106	35	35	-	-	-	-	-	-	-	-	-	-	-	-	-	-	176
Prepare Base Maps and Plan Sheets for PS&E Development																				
185.05 – Updated Project Information																				-
185.15 – Preliminary Design																				-

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT – PROJECT

Project ID:
EA: 08-0M610
Description: SR-60/Redlands Boulevard Interchange Improvement Project

WBS Task Activity Code	Division Chief	Office Chief	Senior	Generalist	Biology	Cultural	Haz Waste	Socio-Economic	Storm Water	ECL	Stewardship	Noise/Air	Sup Svcs	Design	Hydraulics	Landscape	Planning	Right of Way	Surveys	Total
Assigned Unit																				
Total Prep Base Maps & Plan Sheets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Project ID:
EA: 08-0M610
Description: SR-60/Redlands Boulevard Interchange Improvement Project

WBS Task Activity Code	Division Chief	Office Chief	Senior	Generalist	Biology	Cultural	Haz Waste	Socio-Economic	Storm Water	ECL	Steward-ship	Noise/Air	Sup Svcs	Design	Hydraulics	Landscape	Planning	Right of Way	Surveys	Total	
Assigned Unit																					
Right of Way Property Management and Excess Land																					
195.40 – Property Management																					-
195.45 – Excess Land																					-
Total RW Property Mgmt and Excess Land	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utility Relocation																					
200.15 – Approved Utility Relocation Plan																					-
200.20 – Utility Relocation Package																					-
Total Utility Coordination	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Obtain Permits, Licenses, Agreements, and Certifications (PLACs) during PS&E Component - Task Management Activities																					
205.05 – PLACs Determination																					-
205.10 – PLACs																					-
205.15 – Railroad Agreements																					-
205.25 – Agreement for Material Sites																					-
205.30 – Executed Maintenance Agreements																					-
205.45 – MOU from TERO																					-
205.55 – NEPA Delegation																					-
Total Permits & Agreements during PS&E	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Obtain Right of Way Interests for Project Right of Way Certification																					
225.75 – Right of Way Clearance																					-
Total Obtain RW Interests for Proj RW Cert	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Prepare Draft PS&E																					
230.05 – Draft Roadway Plans																					-
230.10 – Draft Highway Planting Plans																					-
230.30 – Draft Drainage Plans																					-
230.35 – Draft Specifications																					-
230.60 – Updated Project Info for PS&E Pkg																					-
230.90 – NEPA Assignment																					-
230.99 – Other Draft PS&E Products																					-
Total Prepare Draft PS&E	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mitigate Environmental Impacts and Clean-up Hazardous Waste - Task Management Activities																					
235.05 – Environmental Mitigation																					-
235.10 – Detailed Site Investigation for HW																					-
235.15 – HW Management Plan																					-
235.20 – HW PS&E																					-
235.25 – HW Clean-up																					-
235.30 – Haz Substances Disclosure Doc																					-
235.35 – Long Term Mitigation Monitoring																					-
235.40 – Updated Env Commitments Record																					-
235.45 – NEPA Assignment																					-
Total Mit Env Impacts & Clean-up HW	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Post Right of Way Certification Work																					
245.75 – Right of Way Clearance																					-
Total Post RW Clearance Work	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Circulate, Review and Prepare Final District PS&E Package																					
255.05 – Circ. & Rev. Draft Dist PS&E Package																					-
255.10 – Updated PS&E Package																					-
255.15 – Environmental Reevaluation																					-
255.20 – Final District PS&E Package																					-
255.40 – Resident Engineer's Pending File																					-

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT – PROJECT

Project ID:
EA: 08-0M610
Description: SR-60/Redlands Boulevard Interchange Improvement Project

WBS Task Activity Code	Division Chief	Office Chief	Senior	Generalist	Biology	Cultural	Haz Waste	Socio-Economic	Storm Water	ECL	Steward-ship	Noise/Air	Sup Svcs	Design	Hydraulics	Landscape	Planning	Right of Way	Surveys	Total	
Assigned Unit																					
255.45 – NEPA Assignment																					-
Total Circ, Rev and Prepare Final Dist PS&E Pkg	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT – PROJECT

Project ID:
EA: 08-0M610
Description: SR-60/Redlands Boulevard Interchange Improvement Project

WBS Task Activity Code	Division Chief	Office Chief	Senior	Generalist	Biology	Cultural	Haz Waste	Socio-Economic	Storm Water	ECL	Steward-ship	Noise/Air	Sup Svcs	Design	Hydraulics	Landscape	Planning	Right of Way	Surveys	Total	
Assigned Unit																					
Contract Bid Documents "Ready to List"																					
260.75 - Env Cert at RTL																					-
Total Contract Bid Documents "RTL"	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Construction Engineering and General Contract Administration																					
270.15 - Construction Stakes																					-
270.33 - Construction Inspection																					-
270.66 - Technical Support																					-
Total Const Engineering & Gen Contract Admin.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Administration of Permits, Licenses, Agreements and Certifications (PLACs) and Environmental Stewardship																					
280.10 - PLAC Compliance																					-
280.40 - PLAC Violations																					-
280.50 - Other Environmental Compliance																					-
280.60 - Other Environmental Violations																					-
280.70 - Updated ECR																					-
280.75 - Environmental Reevaluation																					-
280.80 - Updated PLACs																					-
Total Admin of PLACs and Env Stewardship	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Change Order Administration																					
285.05 - Change Order Process																					-
285.10 - Functional Support																					-
Total Change Order Administration	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disputes and Claims																					
290.40 - Potential Claim Record																					-
Total Disputes and Claims	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accept Contract/Prepare Final Construction Estimate and Final Report																					
295.35 - Certificate of Environmental Compliance																					-
295.40 - Long Term Env Mit/Mont after CCA																					-
Total Accept Contract	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Project Hours	-	-	519	120	155	496	30	30	40	-	-	80	-	-	-	-	-	-	10	-	1,480

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT - PROJECT

Attachment D: PEAR Environmental Commitments Cost Estimate

Standard PSR Only

(Prepare a separate form for each viable alternative described in the Project Study Report)

PART 1 PROJECT INFORMATION

rev. 11/08

District-County-Route-Post Mile 8-Riv-60-19.0/21.0	EA: 08-0M610
Project Description: The proposed project would reconstruct and improve the existing SR-60/Redlands Boulevard interchange	
Form completed by (Name/District Office): District 8	
Project Manager: Awais Sheikh	Phone Number: 909-381-1722
Date: November 30, 2015	

PART 2 PERMITS AND AGREEMENTS

	Permits and Agreements (\$\$)
<input type="checkbox"/> Fish and Game 1602 Agreement	
<input type="checkbox"/> Coastal Development Permit	
<input type="checkbox"/> State Lands Agreement	
<input type="checkbox"/> Section 401 Water Quality Certification	
<input type="checkbox"/> Section 404 Permit – Nationwide (U.S. Army Corps)	
<input type="checkbox"/> Section 404 Permit – Individual (U.S. Army Corps)	
<input type="checkbox"/> Section 10 Navigable Waters Permit (U.S. Army Corps)	
<input type="checkbox"/> Section 9 Permit (U.S. Coast Guard)	
<input type="checkbox"/> Other:	
Total (enter zeros if no cost)	0

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

PART 3. ENVIRONMENTAL COMMITMENTS FOR PERMANENT IMPACTS

To complete the following information:

- Report costs in \$1,000s.
- Include all costs to complete the commitment:
 - O.K. to break down by phase: Design, ROW, Construction, and/or provide Sub-Total.
 - Capital outlay and staff support. Refer to Estimated Resources by WBS Code. For example, if you estimated 80 hours for biological monitoring (WBS 235.35 Long Term Mitigation Monitoring), convert those hours to a dollar amount for this entry. For current conversion rates from PY to dollars, see the Project Manager.
 - Cost of right of way or easements.
 - If compensatory mitigation is anticipated (for wetlands, for example), insert a range for purchasing credits in a mitigation bank.
 - Long-term monitoring and reporting
 - Any follow-up maintenance
 - Use current costs; the Project Manager will add an appropriate escalation factor.
 - This is an estimating tool, so a range is not only acceptable, but advisable.

Environmental Commitments Alternative 1					
	Estimated Cost in \$1,000's				Notes
	<u>Phases</u>				
	<u>Design</u>	<u>ROW</u>	<u>Construction</u>	<u>Sub-Total</u>	
Noise abatement or mitigation					
Special landscaping					
Archaeological resources					
Biological resources					
Historical resources					
Scenic resources					
Wetland/riparian resources					
Res./bus. relocations					
Other: WQ BMPs					
Total (enter zeros if no cost)	0	0	0	0	0

Attachment D: PEAR Environmental Commitments Cost Estimate

Standard PSR Only

(Prepare a separate form for each viable alternative described in the Project Study Report)

PART 1 PROJECT INFORMATION

rev. 11/08

District-County-Route-Post Mile 8-Riv-60-19.0/21.0	EA: 08-0M610
Project Description: The proposed project would reconstruct and improve the existing SR-60/Redlands Boulevard interchange.	
Form completed by (Name/District Office): District 8	
Project Manager: Awais Sheikh	Phone Number: 909-381-1722
Date: November 30, 2015	

PART 2 PERMITS AND AGREEMENTS

	Permits and Agreements (\$\$)
<input checked="" type="checkbox"/> Fish and Game 1602 Agreement	10000
<input type="checkbox"/> Coastal Development Permit	
<input type="checkbox"/> State Lands Agreement	
<input checked="" type="checkbox"/> Section 401 Water Quality Certification	10000
<input checked="" type="checkbox"/> Section 404 Permit – Nationwide (U.S. Army Corps)	10000
<input type="checkbox"/> Section 404 Permit – Individual (U.S. Army Corps)	
<input type="checkbox"/> Section 10 Navigable Waters Permit (U.S. Army Corps)	
<input type="checkbox"/> Section 9 Permit (U.S. Coast Guard)	
<input type="checkbox"/> Other:	
Total (enter zeros if no cost)	30000

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

PART 3. ENVIRONMENTAL COMMITMENTS FOR PERMANENT IMPACTS

To complete the following information:

- Report costs in \$1,000s.
- Include all costs to complete the commitment:
 - O.K. to break down by phase: Design, ROW, Construction, and/or provide Sub-Total.
 - Capital outlay and staff support. Refer to Estimated Resources by WBS Code. For example, if you estimated 80 hours for biological monitoring (WBS 235.35 Long Term Mitigation Monitoring), convert those hours to a dollar amount for this entry. For current conversion rates from PY to dollars, see the Project Manager.
 - Cost of right of way or easements.
 - If compensatory mitigation is anticipated (for wetlands, for example), insert a range for purchasing credits in a mitigation bank.
 - Long-term monitoring and reporting
 - Any follow-up maintenance
 - Use current costs; the Project Manager will add an appropriate escalation factor.
 - This is an estimating tool, so a range is not only acceptable, but advisable.

Environmental Commitments Alternative 2					
	Estimated Cost in \$1,000's				Notes
	<u>Phases</u>				
	<u>Design</u>	<u>ROW</u>	<u>Construction</u>	<u>Sub-Total</u>	
Noise abatement or mitigation	50		1650	1700	Sound walls
Special landscaping					
Archaeological resources			20	20	Survey/monitor
Biological resources			20	20	Survey/monitor
Historical resources					
Scenic resources					
Wetland/riparian resources					
Res./bus. relocations		70		70	
Other: WQ BMPs	100		200	300	
Total (enter zeros if no cost)	150	70	1890	2110	

Attachment D: PEAR Environmental Commitments Cost Estimate

Standard PSR Only

(Prepare a separate form for each viable alternative described in the Project Study Report)

PART 1 PROJECT INFORMATION

rev. 11/08

District-County-Route-Post Mile 8-Riv-60-19.0/21.0	EA: 08-0M610
Project Description: The proposed project would reconstruct and improve the existing SR-60/Redlands Boulevard interchange.	
Form completed by (Name/District Office): District 8	
Project Manager: Awais Sheikh	Phone Number: 909-381-1722
Date: November 30, 2015	

PART 2 PERMITS AND AGREEMENTS

	Permits and Agreements (\$\$)
<input checked="" type="checkbox"/> Fish and Game 1602 Agreement	10000
<input type="checkbox"/> Coastal Development Permit	
<input type="checkbox"/> State Lands Agreement	
<input checked="" type="checkbox"/> Section 401 Water Quality Certification	10000
<input checked="" type="checkbox"/> Section 404 Permit – Nationwide (U.S. Army Corps)	10000
<input type="checkbox"/> Section 404 Permit – Individual (U.S. Army Corps)	
<input type="checkbox"/> Section 10 Navigable Waters Permit (U.S. Army Corps)	
<input type="checkbox"/> Section 9 Permit (U.S. Coast Guard)	
<input type="checkbox"/> Other:	
Total (enter zeros if no cost)	30000

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

PART 3. ENVIRONMENTAL COMMITMENTS FOR PERMANENT IMPACTS

To complete the following information:

- Report costs in \$1,000s.
- Include all costs to complete the commitment:
 - O.K. to break down by phase: Design, ROW, Construction, and/or provide Sub-Total.
 - Capital outlay and staff support. Refer to Estimated Resources by WBS Code. For example, if you estimated 80 hours for biological monitoring (WBS 235.35 Long Term Mitigation Monitoring), convert those hours to a dollar amount for this entry. For current conversion rates from PY to dollars, see the Project Manager.
 - Cost of right of way or easements.
 - If compensatory mitigation is anticipated (for wetlands, for example), insert a range for purchasing credits in a mitigation bank.
 - Long-term monitoring and reporting
 - Any follow-up maintenance
 - Use current costs; the Project Manager will add an appropriate escalation factor.
 - This is an estimating tool, so a range is not only acceptable, but advisable.

Environmental Commitments Alternative 3					
	Estimated Cost in \$1,000's				Notes
	<u>Phases</u>				
	<u>Design</u>	<u>ROW</u>	<u>Construction</u>	<u>Sub-Total</u>	
Noise abatement or mitigation	50		1350	1400	Sound walls
Special landscaping					
Archaeological resources			20	20	Survey/monitor
Biological resources			20	20	Survey/monitor
Historical resources					
Scenic resources					
Wetland/riparian resources					
Res./bus. relocations		525			
Other: WQ BMPs	100		200	300	
Total (enter zeros if no cost)	150	525	1590	2265	

Attachment D: PEAR Environmental Commitments Cost Estimate

Standard PSR Only

(Prepare a separate form for each viable alternative described in the Project Study Report)

PART 1 PROJECT INFORMATION

rev. 11/08

District-County-Route-Post Mile 8-Riv-60-19.0/21.0	EA: 08-0M610
Project Description: The proposed project would reconstruct and improve the existing SR-60/Redlands Boulevard Interchange.	
Form completed by (Name/District Office): District 8	
Project Manager: Awais Sheikh	Phone Number: 909-381-1722
Date: November 30, 2015	

PART 2 PERMITS AND AGREEMENTS

	Permits and Agreements (\$\$)
<input checked="" type="checkbox"/> Fish and Game 1602 Agreement	10000
<input type="checkbox"/> Coastal Development Permit	
<input type="checkbox"/> State Lands Agreement	
<input checked="" type="checkbox"/> Section 401 Water Quality Certification	10000
<input checked="" type="checkbox"/> Section 404 Permit – Nationwide (U.S. Army Corps)	10000
<input type="checkbox"/> Section 404 Permit – Individual (U.S. Army Corps)	
<input type="checkbox"/> Section 10 Navigable Waters Permit (U.S. Army Corps)	
<input type="checkbox"/> Section 9 Permit (U.S. Coast Guard)	
<input type="checkbox"/> Other:	
Total (enter zeros if no cost)	30000

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

PART 3. ENVIRONMENTAL COMMITMENTS FOR PERMANENT IMPACTS

To complete the following information:

- Report costs in \$1,000s.
- Include all costs to complete the commitment:
 - O.K. to break down by phase: Design, ROW, Construction, and/or provide Sub-Total.
 - Capital outlay and staff support. Refer to Estimated Resources by WBS Code. For example, if you estimated 80 hours for biological monitoring (WBS 235.35 Long Term Mitigation Monitoring), convert those hours to a dollar amount for this entry. For current conversion rates from PY to dollars, see the Project Manager.
 - Cost of right of way or easements.
 - If compensatory mitigation is anticipated (for wetlands, for example), insert a range for purchasing credits in a mitigation bank.
 - Long-term monitoring and reporting
 - Any follow-up maintenance
 - Use current costs; the Project Manager will add an appropriate escalation factor.
 - This is an estimating tool, so a range is not only acceptable, but advisable.

Environmental Commitments Alternative 4					
	Estimated Cost in \$1,000's				Notes
	<u>Phases</u>				
	<u>Design</u>	<u>ROW</u>	<u>Construction</u>	<u>Sub-Total</u>	
Noise abatement or mitigation	50		1350	1400	Sound walls
Special landscaping					
Archaeological resources			20	20	Survey/monitor
Biological resources			20	20	Survey/monitor
Historical resources					
Scenic resources					
Wetland/riparian resources					
Res./bus. relocations		525			
Other: WQ BMPs	100		200	300	
Total (enter zeros if no cost)	150	525	1590	2265	

Transportation Planning Scoping Information Sheet

Attachment F

Transportation Planning Scoping Information Sheet

PROJECT INFORMATION

District	County	Route	Post Miles	Project ID No/ Expenditure Authorization No.
8	Riv	60	19.0/21.0	Project ID#0815000159 EA 0M610
Project Name and Description : SR-60 / Redlands Boulevard Interchange Improvements – Interchange improvements including widening of Redlands Boulevard, removal and reconstruction of the Redlands Boulevard overcrossing and all ramps.				

Prepared by:

District Information Sheet Point of Contact*:	Name: Hector Salcedo	Functional Unit:	Consultant
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* The District Information Sheet Point of Contact is responsible for completing Project Information, PDT Team and Stakeholder Information, and coordinating the completion of project-related information with the Transportation Planning Stakeholders. Upon completion, provides the Transportation Planning PDT Representative and Project Manager with a copy of the Information Sheet.

Project Development Team (PDT) Information		
Title	Name	Phone Number
Caltrans Project Manager	Awais Sheikh	(909) 381-1772
Caltrans PID Program Manager	Diane Morales	(909) 383-4625
Caltrans Transportation Planning PDT Representative**	Matthew Maestas	(909)383-4825
City Senior Engineer, P.E.	Margery Lazarus	(951) 413-3133
Consultant Project Manager	Tim Haile	(909) 974-4922
Consultant Project Engineer	Rebecca Young	(909) 974-4976
Consultant Environmental	King Thomas	(949) 553-0666

Transportation Planning Stakeholder Information		
Title	Name	Phone Number
Regional Planner	Richard Sandzimier, Planning Official, City of Moreno Valley	951-413-3000
System Planner	(see Regional Planner)	
Local Development- Intergovernmental Review (LD-IGR) Planner	(see Regional Planner)	
Community Planner	(see Regional Planner)	
Goods Movement Planner	(see Regional Planner)	
Transit Planner	(see Regional Planner)	
Bicycle and Pedestrian Coordinator	(see Regional Planner)	
Park and Ride Coordinator	(see Regional Planner)	
Native American Liaison	(see Regional Planner)	

Project Purpose and Need –**
Project Purpose
 The purpose of the proposed project is to:

1. Provide increased interchange capacity, reduce congestion, and improve traffic operations to support the forecast travel demand for the 2045 design year;
2. Improve existing interchange geometric deficiencies; and
3. Accommodate a multimodal facility that has harmony with the community and preserves the value of the area.

Project Need
 The proposed project is needed for the following reasons:

1. According to the 2012 Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), between 2008 and 2035, Riverside County’s (County) population is expected to increase by 56 percent, job growth is anticipated to increase by 87 percent, and households are anticipated to increase by 61 percent. For the City of Moreno Valley specifically, between 2008 and 2035, population is anticipated to increase by 36 percent, jobs are anticipated to increase by nearly 100 percent, and households are anticipated to increase by 42 percent. Without improvements, in the year 2045, the eastbound and westbound on- and off-ramps are anticipated to operate at unacceptable levels of service (LOS), the ramp intersections are anticipated to operate at unacceptable LOS, and the mainline segments on State Route 60 (SR-60) between Moreno Beach Drive and Theodore Street are anticipated to operate at unacceptable LOS.
2. There is a need to bring vertical clearance up to current standards. In addition, the Redlands Boulevard overcrossing is geometrically deficient and needs additional capacity to accommodate projected future travel volumes.
3. This project will fulfill the need to accommodate the movement of people using multiple modes of transportation by community-based design taking into consideration the natural environment, social environment, transportation behavior, cultural characteristics and economic environment.

** The Transportation Planning PDT Representative is responsible for providing the PDT with the system-wide and corridor level deficiencies identified by Transportation Planning. The PDT uses the information provided by Transportation Planning to develop the purpose and need with contributions from other Caltrans functional units and external stakeholders at the initiation of the PID and is refined throughout the PID process. As the project moves past the project initiation stage and more data becomes available, the purpose and need is refined. For additional information on purpose and need see: www.dot.ca.gov/hq/env/emo/purpose_need.htm

1. Project Funding:

a	List all known and potential funding sources and percent splits: (i.e. State Transportation Improvement Program (STIP)/State Highway Operations and Protection Program (SHOPP)/Transportation Enhancement (TE)/Environmental Enhancement and Mitigation (EEM)/Safe Routes to School (SR2S)/etc.). Local funding 100%
b	Is this a measure project? Yes ___/No X . If yes, name and describe the measure.

2. Regional Planning:

a	Name of and contact information for Metropolitan Planning Organization (MPO) or Regional Transportation Planning Agency (RTPA). Southern California Association of Governments (SCAG). (213) 236-1800 Riverside County Transportation Commission (RCTC). (951) 787-7141
b	Name of and contact information for local jurisdiction (City or County)

	City of Moreno Valley, Prem Kumar, 951-413-3116
c	Provide the page number and project description as identified in the Regional Transportation Plan (RTP) and the date of adoption, or provide an explanation if not in RTP.
	SCAG RTP (2012 Final) Adopted 4/4/12, Page 83 on the Project List - Project FTIP ID # RIV080902 Description: AT SR-60/REDLANDS BLVD – WIDEN OC FROM 2 TO 6 LANES; WIDEN WB EXIT & ENTRY RAMPS FROM 1 LANE TO 2 LANES AT EXIT/ENTRY, 3 LANES AT ARTERIAL AND HOV AT ENTRY; WIDNE EB EXIT AND ENTRY RAMPS FROM 1 LANE TO 2 LANES AT EXIT/ENTRY AND HOV AT ENTRY; ADD AUX LANES 1000’ EACH DIRECTION WEST OF IC AND 1700’ EACH DIRECTION EAST OF IC.
d	Provide nexus between the RTP objectives and the project to establish the basis for the project purpose and need.
	Ramps will be consistent with/allow for RTP-planned improvements. Bridge replacement will provide clearance for RTP – planned widening of SR-60.
e	Is the project located in an area susceptible to sea-level rise? No
f	Name of Air Quality Management District (AQMD)
	South Coast AQMD
g	If the project is located in a federal non-attainment or attainment-maintenance area is the project:
	• Regionally Significant? (per 40 (Code of Federal Regulations (CFR) 93.101) Y <u>X</u> /N__
	• Exempt from conformity? (per 40 CFR 93.126 and 93.128) Y__/N <u>X</u>
	• Exempt from regional analysis? (per 40 CFR 93.127) Y__/N <u>X</u>
	• Not exempt from conformity (must meet all requirements)? Y <u>X</u> /N__

3. Native American Consultation and Coordination:

a	If project is within or near an Indian Reservation or Rancheria? If so, provide the name of Tribe.
	Per the 2012 Transportation Concept Report for SR-60 and the EIR prepared for the Highland Fairview Skechers development, it is not.
b	Has/have the Tribal Government(s) been consulted? Y__/N__. If no, why not?
	N/A
c	If the project requires Caltrans to use right-of-way on trust or allotted lands, this information needs to be included as soon as possible as a key topic in the consultation with the Tribe(s). Has the Tribe been consulted on this topic? Y__/N__. If no, why not?
	N/A
d	Has the Bureau of Indian Affairs (BIA) been notified? Y__/N__
	N/A
e	Have all applicable Tribal laws, ordinances and regulations [Tribal Employment Rights Ordinances (TERO), etc.] been reviewed for required contract language and coordination?
	N/A
f	If the Tribe has a TERO, is there a related Memorandum of Understanding between the District and the Tribe?
	N/A
g	Has the area surrounding the project been checked for prehistoric, archeological, cultural, spiritual, or ceremonial sites, or areas of potentially high sensitivity? If such areas exist, has the Tribe, Native American Heritage Commission or other applicable persons or entities been consulted?
	No. Gary Jones, Caltrans District 8 Native American Coordinator will be contacted for information and coordination during PA/ED.
h	If a Native American monitor is required for this project, will this cost be reflected in cost estimates?

	Yes
i	In the event of project redesign, will the changes impact a Native American community as described above in d, e, or h? TBD depending on extents of a redesign, however not anticipated.

4. System Planning:

a	Is the project consistent with the DSMP? Y <u>X</u> /N__. If yes document approval date. If no, explain. The District 8 DSMP was approved on 12/2011.
b	Is the project identified in the TSDP? Y __/N <u>X</u> _? If yes, document approval date ____. If no, explain. The District 8 TSDP only identifies mainline improvements.
c	Is the project identified in the TCR/RCR or CSMP? Y <u>X</u> /N__. If yes, document approval date <u>9/2012</u> . If no, explain. Is the project consistent with the future route concept? Y <u>X</u> /N__. If no, explain. The project is identified in the 9/25/2012 TCR as a 2012 RTIP project. The description includes reconstruction/widening of the interchange and ramps. The route concept identified in the TCR adds 1 HOV lane in each direction, for a total of 4 mixed flow lanes and 2 HOV lanes. The proposed ramps and overcrossing would be compatible with this freeway section. Unable to locate current CSMP.
d	Provide the Concept Level of Service (LOS) through project area. D -- Per 2012 Transportation Concept Report.
e	Provide the Concept Facility – include the number of lanes. Does the Concept Facility include High Occupancy Vehicle lanes? Y <u>X</u> /N__. Per the 2012 TCR, the concept facility has 4 mixed flow lanes with 2 HOV lanes.
f	Provide the Ultimate Transportation Corridor (UTC) – include the number of lanes. Does the UTC include High Occupancy Vehicle Lanes? Y __/N__. The UTC is not addressed in the TCR. Per the 1999 RCFS, SR-60 will serve as an ultimate transportation corridor, which is recommended to have 10 lanes per District 8 policy. HOV lanes are not addressed in the RCFS.
g	Describe the physical characteristics of the corridor through the project area (i.e. flat, rolling or mountainous terrain...). Physical terrain through the project area is rolling.
h	Is the highway in an urban or rural area? Urban <u>X</u> /Rural <u>X</u> . Provide Functional Classification. Urban Principal Arterial, and Rural – Per 2012 TCR, Segment 5 and Segment 6.
i	Is facility a freeway, expressway or conventional highway? Freeway
j	Provide Route Designations: (i.e. Interregional Transportation Strategic Plan (ITSP) High Emphasis or Focus Route, Surface Transportation Assistance Act (STAA) Route, Scenic Route...). Per the 2012 TCR, it is an STAA Route on the National Network, is part of the National Highway System and is a Goods Movement Route
k	Describe the land uses adjacent to project limits (i.e. agricultural, industrial...). Current designated adjacent land use is light planned developments, commercial, industrial, and business park.
l	Describe any park and ride facility needs identified in the TCR/CSMP, local plans, and RTP. None.
m	Describe the Forecasted 10 and 20-year Vehicle Miles Traveled (VMT), Annual Average Daily Traffic (AADT), and Peak Hour truck data in the TCR. Include the source and year of Forecast, and names and types of traffic and travel demand analysis tools used. ADT = 119,500, Truck Peak Hour = 570, AADT 2008 = 72,000, AADT 2035 = 119,500, VMT 2008 = 144,000, VMT 2035 = 239,000.
n	Has analysis on Daily Vehicle Hours of Delay (DVHD) from the Highway Congestion Monitoring Program (HICOMP) been completed and included? Y __/N <u>X</u> .

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

HICOMP has been replaced by Mobility Performance Report. Per the 2nd Quarter 2015 report, the quarterly Vehicle Hours of Delay were as follows: 49,782 (Q2/2014), 44,322 (Q1/2015), and 50,045 (Q2/2015). The Q2/2015 were 12.9% higher than Q1/2015 and 0.5% higher than Q2/2014.

5. Local Development – Intergovernmental Review (LD-IGR): Projects led by private development.

List LD-IGR projects that may directly or indirectly impact the proposed Caltrans project or that the proposed Caltrans project may impact. (Attach additional project information if needed.)

LD-IGR Project Information		Project
a	County-Route-Postmile & Distance to Development.	08-Riv-60-PM 21.37 - 0 miles to development
b	Development name, type, and size.	World Logistics Center, modern high-cube logistics warehouse distribution facilities, approximately 3,814 acres
c	Local agency and/or private sponsor, and contact information.	Private sponsor: Highland Fairview
d	California Environmental Quality Act (CEQA) status and Implementation Date.	Final EIR Approved 8/20/15
e	If project includes federal funding, National Environmental Policy Act (NEPA) status.	N/A
f	All vehicular and non-vehicular unmitigated impacts and planned mitigation measures including Transportation Demand Management (TDM) and Transportation System Management (TSM) that would affect Caltrans facilities.	Per WLC Final EIR: Installation of local roadway and intersection improvements at locations and at identified milestones as development occurs, as outlined in Section 4.15.7.3, Mitigation of Significant Impacts – Required Improvements, in the EIR.
g	Approved mitigation measures and implementing party.	TBD
h	Value of constructed mitigation and/or amount of funds provided.	TBD
i	Encroachment Permit, Transportation Permit, Traffic Management Plan, or California Transportation Commission (CTC) Access approvals needed.	Encroachment Permit needed for project mitigation
j	Describe relationship to Regional Blueprint, General Plans, or County Congestion Management Plans.	Specific Plan to amend the City's General Plan
k	Inclusion in a Regional Transportation Plan Sustainable Community Strategy or Alternative Planning Strategy?	No
l	Regional or local mitigation fee program in place?	Per WLC Final EIR: 1. Development Impact Fee (DIF) as set forth in Municipal Code Chapter 3.42 2. Transportation Uniform Mitigation Fee (TUMF) as set forth in Municipal Code Sections 3.55.050 and 3.55.060.

6. Community Planning:

INITIAL PID INFORMATION	
a	Has lead agency staff worked with any neighborhood/community groups in the area of the proposed improvements? Y__/N___. If yes, summarize the process and its results including any commitments made to the community. If no, why not? N/A
b	Are any active/completed/proposed Environmental Justice (EJ) or Community-Based Transportation (CBTP) Planning Grants in the project area? Y__/N_ <u>X</u> _. If yes, summarize the project, its location, and whether/how it may interact with the proposed project. The City of Moreno Valley Bicycle Master Plan Update approved by City Council on January 1, 2015, was funded with a State CBTP grant. The proposed interchange project is consistent with the Bicycle Master Plan Update recommendations.
c	Describe any community participation plans for this PID including how recommendations will be incorporated and/or addressed. Has a context sensitive solutions (CSS) approach been applied? Y__/N <u>X</u> _. CSS approach will be considered further in the PA/ED phase.
FINAL PID INFORMATION	
d	How will the proposed transportation improvements impact the local community? Is the project likely to create or exacerbate existing environmental or other issues, including public health and safety, air quality, water quality, noise, environmental justice or social equity? Y__/N_ <u>X</u> _. Describe issues, concerns, and recommendations (from sources including neighborhood/community groups) and what measures will be taken to reduce existing or potential negative effects.
e	Does this highway serve as a main street? Y__/N_ <u>X</u> _. If yes, what main street functions and features need to be protected or preserved?

7. Freight Planning:

INITIAL PID INFORMATION	
a	Identify all modal and intermodal facilities that may affect or be affected by the project. SR-60
FINAL PID INFORMATION	
b	Describe how the design of this project could facilitate or impede Goods Movement and relieve choke points both locally and statewide through grade separations, lane separations, or other measures (e.g., special features to accommodate truck traffic and at-grade railroad crossings). The project will facilitate goods movement by widening Redlands Blvd, improving ramps, and providing for future SR-60 widening.
c	Describe how the project integrates and interconnects with other modes (rail, maritime, air, etc.). Do possibilities exist for an intermodal facility or other features to improve long-distance hauling, farm-to-market transportation and/or accessibility between warehouses, storage facilities, and terminals? There are no rail, maritime, or air facilities in the immediate vicinity of the project.
d	Is the project located in a high priority goods movement area, included in the Goods Movement Action Plan (GMAP) or on a Global Gateways Development Program (GGDP) route? Y_ <u>X</u> _/N___. If yes, describe. GMAP – NO. Global Gateways – YES – Priority Global Gateway trade corridor (entire route)
e	Is the project on a current and/or projected high truck volume route [e.g., Average Annual Daily Truck Traffic (AADTT) of 5 axle trucks is greater than 3000]? Yes <u>X</u> _/N___. If yes, describe how the project addresses this demand. 5+ Axle Truck volumes on SR-60: 8,641 (@ Gilman Springs), 14,070 (@ Jct 215) – Per Caltrans 2014 AADTT data. The proposed project does not address this demand.
f	If the project is located near an airport, seaport, or railroad depot, describe how circulation (including truck parking) needs are addressed. N/A

g	Describe any other freight issues.
	Project is adjacent to and will provide access for existing and planned logistics sites.

8. Transit (bus, light rail, commuter rail, intercity rail, high speed rail):

	INITIAL PID INFORMATION
a	List all local transit providers that operate within the corridor. Riverside Transit Agency
b	Have transit agencies been contacted for possible project coordination? Y__/N_ <u>X</u> . If no, why not? It is not anticipated that existing transit services will be modified by this project. It is also not anticipated that transit agencies will introduce new facilities requiring coordination with this project.
c	Describe existing transit services and transit features (bus stops, train crossings, and transit lines) within the corridor. Bus Route 35 – travels on SR-60 (Moreno Beach Dr to Highland Springs) Sunline 210/220 – travels on SR-60 (Riverside to Palm Desert)
d	Describe transit facility needs identified in short- and long-range transit plans and RTP. Describe how these future plans affect the corridor. None identified in 2012 RTP within project area.
	FINAL PID INFORMATION
e	Describe how the proposed project integrates transit and addresses impacts to transit services and transit facilities. The project will allow for future widening of SR-60, and will increase interchange capacity, which will provide better access to future transit stops.
f	Have transit alternatives and improvement features been considered in this project? Y__/N__ If yes, describe. If no, why not? TBD

9. Bicycle:

	INITIAL PID INFORMATION
a	Does the facility provide for bicyclist safety and mobility needs? If no, please explain. Yes – Standard shoulders for bike travel and ADA-compliant facilities for pedestrians will be provided on Redlands Blvd.
b	Are any improvements for bicyclist safety and mobility proposed for this facility by any local agencies or included in bicycle master plans? If yes, describe (including location, time frame, funding, etc.). This location has been identified in the WRCOG Non-Motorized Transportation Plan and City of Moreno Valley Bikeways. Redlands Blvd. has been identified as a “Proposed Trail” in the City’s Master Plan of Trails (2010).
c	Are there any external bicycle advocacy groups and bicycle advisory committees that should be included in the project stakeholder list? If so, provide contact information. TBD
	FINAL PID INFORMATION
d	Will bicycle travel deficiencies be corrected? How or why not? Standard shoulders will be provided on Redlands Blvd.
e	How will this project affect local agency plans for bicycle safety and mobility improvements? The project will provide enhanced bicycle and pedestrian facilities on Redlands Blvd. consistent with the City of Moreno Valley Bicycle Master Plan.
f	If the project is the construction of a new freeway or modification to an existing freeway, will it sever or destroy existing provisions for bicycle travel? If yes, describe how bicycle travel provisions will be included in this project.

No, existing provisions for bicycle travel will not be severed or destroyed.

10. Pedestrian including Americans with Disabilities Act (ADA):

	INITIAL PID INFORMATION
a	Does this facility provide for pedestrian safety and mobility needs? If so, describe pedestrian facilities. Do continuous and well-maintained sidewalks exist? Are pedestrians forced to walk in the roadway at any locations due to lack of adequate pedestrian facilities? Please explain. New pedestrian facilities will include sidewalks and curb ramps. Existing conditions do not provide pedestrian facilities.
b	Are pedestrian crossings located at reasonable intervals? Yes.
c	Are all pedestrian facilities within the corridor ADA accessible and in compliance with Federal and State ADA laws and regulations? Existing – n/a. Proposed – Yes.
	FINAL PID INFORMATION
d	Will pedestrian travel deficiencies be corrected? How or why not? Yes, sidewalks and curb ramps will be provided on Redlands Boulevard.
e	How will this project affect local agency plans for pedestrian safety and mobility improvements? Pedestrian facilities will be added consistent with local agency plans.
f	If the project is the construction of a new freeway or modification to an existing freeway, will it sever or destroy existing provisions for pedestrian travel? If yes, describe how pedestrian travel provisions will be included in this project. No, existing provisions for pedestrian travel will not be severed or destroyed.
g	Are there any external pedestrian advocacy groups and advisory committees that should be included in the project stakeholder list? If so, provide contact information. TBD
h	Have ADA barriers as noted in the District’s ADA Transition Plan been identified within the project limits? If not included in the project, provide justification and indicate whether District Design coordinator approval was obtained. No. The City of Moreno Valley and SR-60 were not found on the Caltrans ADA Transition Plan website.

11. Equestrian:

	INITIAL PID INFORMATION
a	If this corridor accommodates equestrian traffic, describe any project features that are being considered to improve safety for equestrian and vehicular traffic? N/A
	FINAL PID INFORMATION
b	Have features that accommodate equestrian traffic been identified? If so, are they included a part of this project? Describe. If no, why not? The project will provide a multi-use trail for equestrian traffic consistent with the City’s Master Plan of Trails (2010).

12. Intelligent Transportation Systems (ITS):

	INITIAL PID INFORMATION
a	Have ITS features such as closed-circuit television cameras, signal timing, multi-jurisdictional or multimodal system coordination been considered in the project? Y__/N__. If yes, describe. If no, explain. TBD
	FINAL PID INFORMATION
b	Have ITS features been identified? If so, are they included a part of this project? Describe. If no, why not? TBD

Conceptual Cost Estimate – Right-of-Way Component

Attachment G

CONCEPTUAL COST ESTIMATE – RIGHT OF WAY COMPONENT

To: Date: May 16, 2016

From: Rebecca M. Young, P.E. 8-Riv-60-19.0/21.0
 Project Engineer Project ID 08-15000159
 Michael Baker International EA 0M610
SR-60/Redlands Blvd
Interchange Project
Alternatives 3 & 4

A Field Review was conducted Yes No

Scope of the Right of Way

Alternatives 3 & 4 will each require approximately 1,854,702 SF of right of way will be required by each alternative affecting a total of 30 parcels. Of these 30 parcels, 23 are vacant land, 3 are commercial/industrial, 3 are residential and 1 is a public road. Of the required acquisitions, 831,559 SF is for full acquisitions, 762,740 for partial acquisitions and 260,403 SF for Temporary Construction Easements.

Right of Way Required Yes No
 Number of Parcels 1-10 11-25 26-50 51-100 >100
 Urban Rural

Land Area: Fee: 1,594,299 SF Easement: 260,403 SF

Displaced Persons/Businesses Yes No

Demolition/Clearance Yes No

Railroad Involvement Yes No
 Utility Involvements Yes No Approx. 7 Number of Utilities in area

Cost Estimates

Support Costs	<input type="checkbox"/> \$0-\$25,000	<input type="checkbox"/> \$500,001-\$1,000,000
	<input type="checkbox"/> \$25,001-\$100,000	<input type="checkbox"/> \$1,000,001-\$5,000,000
	<input type="checkbox"/> \$100,001-\$250,000	<input type="checkbox"/> \$5,000,001-\$10,000,000
	<input checked="" type="checkbox"/> \$250,001-\$500,000	<input type="checkbox"/> >\$10,000,000
Capital Costs	<input type="checkbox"/> \$0-\$100,000	<input checked="" type="checkbox"/> \$5,000,001-\$15,000,000
	<input type="checkbox"/> \$100,001-\$500,000	<input type="checkbox"/> \$15,000,001-\$50,000,000
	<input type="checkbox"/> \$500,001-\$1,000,000	<input type="checkbox"/> \$50,000,001-\$100,000,000
	<input type="checkbox"/> \$1,000,001-\$5,000,000	<input type="checkbox"/> >\$100,000,000

Schedule

Right of Way will require 18-24 months to deliver a Right of Way Certification #1 from Final R/W Maps. This estimate is based on a Right of Way Certification date of 03/2020.

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

Areas of Concern

There is ongoing construction of the Aldi Industrial Warehouse on southwest quadrant of the project intersection. The property owner is Ai Calif and the larger parcel is comprised of assessor parcel numbers 488-330-040 & 488-330-041. The proposed project requires a partial acquisition. Based on project coordination with the owner, it is assumed the ongoing construction and proposed warehouse plus improvements are not impacted by the project. Further coordination property the owner during construction of the proposed ramp will be required in order to minimize impacts.

Assumptions and Limiting Conditions

The existing R/W lines were located using GIS parcel data. The proposed R/W lines were based on the proposed geometry presented in the PSR-PDS. R/W will be surveyed during final design.

Verizon is now Frontier in some areas. Additional coordination may be needed, and will be examined and determined during future phases.

It is estimated that approximately three (3) single family residences, and three (3) businesses would be relocated with the improvements proposed in Alternative 3 and Alternative 4. Additional engineering and grading in future phases of the project would confirm the impacts. As such, more detail about the properties would be provided in future phases of the project.

Contact

Rebecca M. Young, P.E.
Project Engineer
Michael Baker International
909-974-4976

CONCEPTUAL COST ESTIMATE – RIGHT OF WAY COMPONENT

To:

Date: May 16, 2016

From: Rebecca M. Young, P.E.
Project Engineer
Michael Baker International

8-Riv-60-19.0/21.0
Project ID 08-15000159
EA 0M610
SR-60/Redlands Blvd
Interchange Project
Alternative 2

A Field Review was conducted Yes No

Scope of the Right of Way

Alternative 2 will require approximately 1,376,419 SF of right of way affecting a total of 29 parcels. Of these 29 parcels, 23 are vacant land, 3 are commercial/industrial and 3 are residential. Of the required acquisitions, 365,467 SF is for full acquisitions, 709,923 for partial acquisitions and 301,029 SF for Temporary Construction Easements.

Right of Way Required Yes No
Number of Parcels 1-10 11-25 26-50 51-100 >100
 Urban Rural

Land Area: Fee: 1,075,390 SF Easement: 301,029 SF

Displaced Persons/Businesses Yes No

Demolition/Clearance Yes No

Railroad Involvement Yes No
Utility Involvements Yes No Approx. 7 Number of Utilities in area

Cost Estimates

Support Costs \$0-\$25,000 \$500,001-\$1,000,000
 \$25,001-\$100,000 \$1,000,001-\$5,000,000
 \$100,001-\$250,000 \$5,000,001-\$10,000,000
 \$250,001-\$500,000 >\$10,000,000

Capital Costs \$0-\$100,000 \$5,000,001-\$15,000,000
 \$100,001-\$500,000 \$15,000,001-\$50,000,000
 \$500,001-\$1,000,000 \$50,000,001-\$100,000,000
 \$1,000,001-\$5,000,000 >\$100,000,000

Schedule

Right of Way will require 18-24 months to deliver a Right of Way Certification #1 from Final R/W Maps. This estimate is based on a Right of Way Certification date of 03/2020.

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

Areas of Concern

There is ongoing construction of the Aldi Industrial Warehouse on southwest quadrant of the project intersection. The property owner is Ai Calif and the larger parcel is comprised of assessor parcel numbers 488-330-040 & 488-330-041. The proposed project requires a partial acquisition. Based on project coordination with the owner, it is assumed the ongoing construction and proposed warehouse plus improvements are not impacted by the project. Further coordination with the property owner during construction of the proposed ramp will be required in order to minimize impacts.

Assumptions and Limiting Conditions

The existing R/W lines were located using GIS parcel data. The proposed R/W lines were based on the proposed geometry presented in the PSR-PDS. R/W will be surveyed during final design.

Verizon is now Frontier in some areas. Additional coordination may be needed, and will be examined and determined during future phases.

It is estimated that approximately two (2) single family residences would be relocated with the improvements proposed in Alternative 2. Additional engineering and grading in future phases of the project would confirm the impacts. As such, more detail about the properties would be provided in future phases of the project.

Contact

Rebecca M. Young, P.E.
Project Engineer
Michael Baker International
909-974-4976

Risk Register

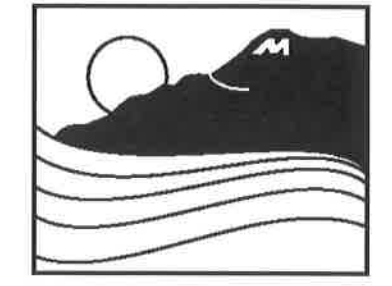
Attachment H

LEVEL 2 - RISK REGISTER				Project Name: SR-60/Redlands Blvd Interchange			DIST- EA	08-0M610	Project Manager	Awais Sheikh						
Risk Identification							Risk Assessment					Risk Response				
Status	ID #	Type	Category	Title	Risk Statement	Current status/assumptions	Probability	Cost Impact	Cost Score	Time Impact	Time Score	Rationale	Strategy	Response Actions	Risk Owner	Updated
Active	1	Threat	PM	Lack of project funding	Allocation of funds for the construction of the project.	-	1-Very Low	1 -Very Low	1	16 - Very High	16	Do not anticipate risk occurring	Accept	Rescope the project to reduce cost to meet available funds.	Consultant Project Manager	9/2/2015
Active	2	Threat	Design	Utility relocation difficulties	Relocation of utilities could impact schedule and/or cost.	There is a Water Line being proposed to run along Redlands Blvd	3-Moderate	4 -Moderate	12	8 -High	24	Do not anticipate risk occurring	Mitigate	Work with Utility agency to find solution and/or agreement.	Consultant Project Manager	9/2/2015
Active	3	Threat	Organizational	Local communities oppose project	Public may assume SR-60/Redlands is needed for WLC project	-	3-Moderate	2 -Low	6	4 -Moderate	12	Do not anticipate risk occurring	Mitigate	Public outreach meetings	Consultant Project Manager	9/2/2015
Active	4	Threat	Environmental	Historic Site	Potential historic places within project limits	-	2-Low	2 -Low	4	2 -Low	4	Do not anticipate risk occurring	Avoid	-	Design Manager	9/2/2015
Active	5	Threat	Environmental	Project may encroach into a floodplain or a regulatory floodway	-	-	5-Very High	2 -Low	10	2 -Low	10	Do not anticipate risk occurring	Mitigate	-	Design Manager	9/2/2015
Active	6	Threat	Organizational	Increase in material cost due to market forces	Unpredictable economic conditions	-	2-Low	2 -Low	4	2 -Low	4	Do not anticipate risk occurring	Accept	-	Consultant Project Manager	9/2/2015
Active	7	Threat	Organizational	Political factors or support for project changes	City Management may oppose project	-	3-Moderate	2 -Low	6	2 -Low	6	Do not anticipate risk occurring	Mitigate	Public outreach and City Council Sessions	Consultant Project Manager	9/2/2015
Active	8	Threat	Design	Unforeseen design exceptions required	-	-	1-Very Low	2 -Low	2	2 -Low	2	Do not anticipate risk occurring	Accept	-	Design Manager	9/2/2015
Active	9	Threat	Design	New or revised design standard	-	-	1-Very Low	2 -Low	2	2 -Low	2	Will update design as needed	Accept	-	Design Manager	9/2/2015
Active	10	Threat	Design	Bridge is a habitat to bats or other species requiring mitigation or seasonal construction	-	-	1-Very Low	2 -Low	2	2 -Low	2	Do not anticipate risk occurring	Mitigate	Pre-construction surveys will be performed	Design Manager	9/2/2015
Active	11	Threat	Construction	Buried man-made objects	Native American consultation to be initiated	-	1-Very Low	2 -Low	2	2 -Low	2	Do not anticipate risk occurring	Mitigate	-	Consultant Project Manager	9/2/2015
Active	12	Threat	PM	Change in City Council Direction/Staff	Change in the city council direction will cause great delay in the project	Maintain communication with City Council throughout the project	5-Very High	16 - Very High	80	16 - Very High	80	Maintain communication with City Council throughout the project	Mitigate	-	Consultant Project Manager	9/2/2015
Active	13	Threat	R/W	Right of Way acquisition delays	Potential condemnation	-	3-Moderate	8 -High	24	4 -Moderate	12	Do not anticipate risk occurring	Avoid	-	Consultant Project Manager	9/2/2015
Active	14	Threat	Design	Design Standards	No approval of non-standard features	-	2-Low	1 -Very Low	2	4 -Moderate	8	Do not anticipate risk occurring	Mitigate	-	Design Manager	9/2/2015
Active	15	Threat	Organizational	Political factors change	-	-	1-Very Low	1 -Very Low	1	2 -Low	2	Do not anticipate risk occurring	Accept	-	Consultant Project Manager	9/2/2015
Active	16	Threat	PM	Stakeholders	Stakeholders request late changes to the project	-	2-Low	1 -Very Low	2	4 -Moderate	8	Do not anticipate risk occurring	Mitigate	-	Consultant Project Manager	9/2/2015
Active	17	Threat	PM	Stakeholders	New stakeholders emerge and request new/additional work	-	1-Very Low	4 -Moderate	4	4 -Moderate	4	Do not anticipate risk occurring	Mitigate	-	Consultant Project Manager	9/2/2015
Active	18	Threat	Environmental	Permits	New information is required for permits	-	1-Very Low	1 -Very Low	1	4 -Moderate	4	Will comply to new permit	Accept	-	Consultant Project Manager	9/2/2015
Active	19	Threat	Environmental	Environmental	Environmental regulations change	-	1-Very Low	1 -Very Low	1	4 -Moderate	4	Do not anticipate risk occurring	Mitigate	-	Consultant Project Manager	9/2/2015
Active	20	Threat	Design	Hemlock Pumping Station	Coordination between the Hemlock Pumping Station Project will be needed	-	2-Low	2 -Low	4	8 -High	16	Do not anticipate risk occurring	Mitigate	-	Consultant Project Manager	9/2/2015

City of Moreno Valley General Plan – Circulation Plan

Attachment I

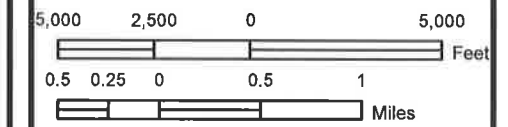
MORENO VALLEY



CIRCULATION PLAN

Street Classification

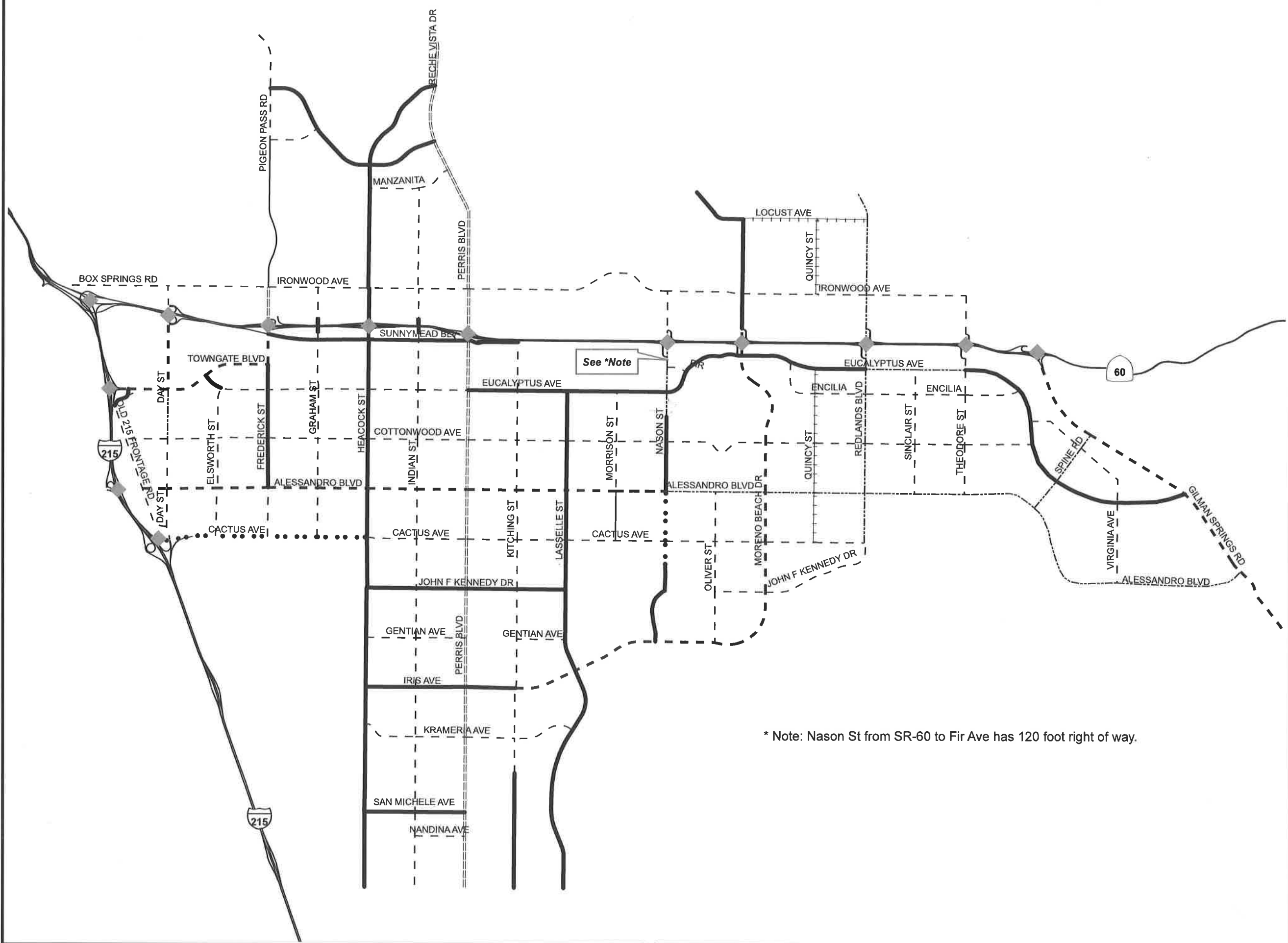
- Freeway
- Divided Major Arterial
- Divided Major Arterial - Reduced Cross Section
- Divided Arterial - 6 lane
- Divided Arterial - 4 lane
- Arterial
- Minor Arterial
- Minor Arterial - Pigeon Pass Cross Section
- Collector
- Freeway Overpass
- Freeway Interchange



Date: January 31, 2012
 State Plane NAD83 Zone 6
 File: G:\arcmap\planning\gen_plan_updates\circ_plan_fig91.mxd

GEOGRAPHIC INFORMATION SYSTEMS

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



See *Note

* Note: Nason St from SR-60 to Fir Ave has 120 foot right of way.

Storm Water Data Report – Signed Cover Sheet

Attachment J



Dist-County-Route: 08-RIV-60
 Post Mile Limits: 19.0/21.0
 Project Type: Interchange Improvement
 Project ID (or EA): 0815000159 (0M610K)
 Program Identification: 800.100/HE11
 Phase: PID
 PA/ED
 PS&E

Regional Water Quality Control Board(s): Santa Ana Regional Water Quality Control Board

Is the Project required to consider Treatment BMPs? Yes No
 If yes, can Treatment BMPs be incorporated into the project? Yes No

If No, a Technical Data Report must be submitted to the RWQCB at least 30 days prior to the projects RTL date. List RTL Date: _____

Total Disturbed Soil Area: 46.4 ac (Alt. 2), 53.0 ac (Alt. 3), 53.0 ac (Alt. 4) Risk Level: 2
 Estimated: Construction Start Date: 02/03/2020 Construction Completion Date: 02/28/2022
 Notification of Construction (NOC) Date to be submitted: 12/09/2019

Erosivity Waiver Yes Date: _____ No
 Notification of ADL reuse (if Yes, provide date) Yes Date: TBD No
 Separate Dewatering Permit (if yes, permit number) Yes Permit # _____ No

This Report has been prepared under the direction of the following Licensed Person. The Licensed Person attests to the technical information contained herein and the date upon which recommendations, conclusions, and decisions are based. Professional Engineer or Landscape Architect stamp required at PS&E.

[Signature] 4/13/16
 Terrence Chen, Registered Project Engineer Date

I have reviewed the stormwater quality design issues and find this report to be complete, current and accurate:

[Signature] 4/15/16
 Awais Sheikh, Project Manager Date

[Signature] 5/5/2016
 Leonard Estrella, Designated Maintenance Representative Date

[Signature] 5/13/2016
 John Stanton, Designated Landscape Architect Representative Date

[Signature] 5/16/16
 Patrick J. Hally, District SW Coordinator Date

[Stamp Required for PS&E only]

AMI
5/16/20

Attachment: 60-Redlands PSR-PDS (2827 : APPROVE AND ADOPT SR-60/REDLANDS BOULEVARD INTERCHANGE PROJECT STUDY REPORT

Evaluation Documentation Form

DATE: 10/23/2015

Project ID (or EA): 0815000159 (OM610K)

NO.	CRITERIA	YES ✓	NO ✓	SUPPLEMENTAL INFORMATION FOR EVALUATION
1.	Begin Project Evaluation regarding requirement for consideration of Treatment BMPs	✓		See Figure 4-1, Project Evaluation Process for Consideration of Permanent Treatment BMPs. Go to 2
2.	Is this an emergency project?		✓	If Yes , go to 10. If No , continue to 3.
3.	Have TMDLs or other Pollution Control Requirements been established for surface waters within the project limits? Information provided in the water quality assessment or equivalent document.	✓		If Yes , contact the District/Regional NPDES Coordinator to discuss the Department's obligations under the TMDL (if Applicable) or Pollution Control Requirements, go to 9 or 4. <i>JH</i> (Dist./Reg. SW Coordinator initials) If No , continue to 4.
4.	Is the project located within an area of a local MS4 Permittee?	✓		If Yes , (<i>City of Moreno Valley</i>), go to 5. If No , document in SWDR go to 5.
5.	Is the project directly or indirectly discharging to surface waters?	✓		If Yes , continue to 6. If No , go to 10.
6.	Is it a new facility or major reconstruction?	✓		If Yes , continue to 8. If No , go to 7.
7.	Will there be a change in line/grade or hydraulic capacity?			If Yes , continue to 8. If No , go to 10.
8.	Does the project result in a <u>net increase of one acre or more of new impervious surface</u> ?	✓		If Yes , continue to 9. If No , go to 10. <i>46.4 ac (Alt. 2), 53.0 ac (Alt. 3), 53.0 ac (Alt. 4)</i> <i>(Net Increase New Impervious Surface)</i>
9.	Project is required to consider approved Treatment BMPs.	✓		See Sections 2.4 and either Section 5.5 or 6.5 for BMP Evaluation and Selection Process. Complete Checklist T-1 in this Appendix E.
10.	Project is not required to consider Treatment BMPs. _____(Dist./Reg. Design SW Coord. Initials) _____(Project Engineer Initials) _____(Date)			Document for Project Files by completing this form, and attaching it to the SWDR.

1 See Figure 4-1, Project Evaluation Process for Consideration of Permanent Treatment BMPs



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, Public Works Director/City Engineer

AGENDA DATE: December 5, 2017

TITLE: PURSUANT TO A LANDOWNER PETITION, ANNEX THREE PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AS AMENDMENT NO. 26

RECOMMENDED ACTION

Recommendation:

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2017-___, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District.

SUMMARY

Approval of the proposed resolution will certify annexation of three parcels into Community Facilities District (CFD) No. 2014-01 (Maintenance Services) ("District"). This action impacts one property owner, not the general citizens or taxpayers of the City.

The City requires property owners of new development projects to mitigate the cost of certain impacts created by the proposed development (i.e. the cost of operation and maintenance of public landscaping and/or street lights). As a condition of approval, Duke Realty Limited Partnership ("Property Owner") is required to provide an ongoing funding source for the landscaped median adjacent to their property and the street lights installed by their development. The City created CFD No. 2014-01 to provide the development community with a funding mechanism to assist in satisfying the requirement.

After a property owner elects to annex their property into the District and the City

Council approves the annexation, the special tax can be levied on the annual property tax bill(s) of the annexed parcel(s). Revenue generated by the District provides a funding source to operate and maintain only those improvements within the District.

The Property Owner elected to annex the parcel(s) of their project into the District and submitted a Landowner Petition approving the annexation. The City Clerk has confirmed the petition is valid.

DISCUSSION

District Formation

The District was formed by adoption of Resolution No. 2014-25 to provide an alternative funding tool for the development community. It provides a mechanism to fund the operation and maintenance of street lighting services and maintenance of public landscaping. After a landowner approves annexation of their property into the District and the City Council approves the annexation, the City is authorized to levy a special tax onto the annual property tax bill(s). Residential Tract 31618 (southwest corner of Moreno Beach Dr. and Bay Ave.) formed the original boundaries of the District. Since formation of the District, 25 additional landowners have authorized annexation of their properties into the District.

The Rate and Method of Apportionment of Special Tax (RMA) for the District describes the different special tax rate areas, services provided, and the formula to calculate the special tax rate for each of the tax rate areas. Several special tax rate layers were created to accommodate a variety of scenarios to ensure maintenance and operation costs are fairly shared between property owners. For example, there is a tax rate layer for “single-family residential street lighting” and one for “street lighting for property other than single-family residential” (e.g. commercial, industrial, or multi-family projects). Different tax rate layers are needed for street lighting because the spacing and size/type of lights differ based on the type of development. Likewise, there are several tax rate areas for maintenance of public landscaping. A property owner’s proportionate share of landscape maintenance costs will vary depending upon the total square footage of landscaping to be maintained for that development and the number of properties sharing in the cost.

Annexation to the District

On February 10, 2015, the City Council adopted Ordinance No. 889, which designated the entire territory of the City as a future annexation area for the District. Adoption of the Ordinance provides a simplified process for the development community to annex into the District. Annexations can occur without an additional public hearing as long as the annexing landowner provides unanimous consent. Once annexed, parcels are subject to the annual special tax to fund the service(s) they are receiving.

The Property Owner is approved to develop a 241,216 square foot warehouse building on the northwest corner of Perris Blvd. and San Michele Rd. As a condition of approval,

the project is required to provide an ongoing funding source for maintenance of median landscaping adjacent to the project and street lights installed on public streets as part of the development project. Information for the parcels under development (or the “Subject Property”) is shown in the table below:

Property Owner/Project	Assessor’s Parcel Number(s)	Location	Amendment No.
Duke Realty Limited Partnership PEN17-0098/SCP17-0012 241,216 sq. ft. warehouse bldg.	316-190-017 316-190-036 316-190-037	northwest corner of Perris Blvd. and San Michele Rd	26

The Property Owner has two options to satisfy the condition of approval:

- 1) Submit a Landowner Petition approving annexation of the Subject Property into the District. Approval of the landowner petition and special tax rate allows the City to annually levy the special tax on the property tax bill(s) of the Subject Property. This option is only available if there are fewer than 12 registered voters living within the proposed annexation area. The Office of the Riverside County Registrar of Voters confirmed there were no registered voters residing at the Subject Property allowing for a special election of the landowner to be conducted; or
- 2) Establish a homeowner or property owner association to provide the ongoing maintenance and operation of the improvements.

The Property Owner elected to annex the Subject Property into CFD No. 2014-01 and have the special tax applied to the annual property tax bill. The City Clerk received and reviewed the Property Owner’s Landowner Petition and confirmed the Property Owner unanimously approved the annexation of the Subject Property into the District (Attachment 3). Adoption of the attached resolution (Attachment 1) adds the Subject Property to the tax rate area(s) identified in the table in the Fiscal Impact section of this report and directs the recordation of the boundary map (Attachment 2) and amended notice of special tax lien for Amendment No. 26.

Successful completion of the annexation process satisfies the project’s condition of approval to provide a funding source for the operation and maintenance of public landscaping and street lighting on public streets.

ALTERNATIVES

1. Adopt the proposed resolution. *Staff recommends this alternative as it will annex the Subject Property into CFD No. 2014-01 at the request of the Property Owner and satisfies the condition of approval for the proposed development.*
2. Do not adopt the proposed resolution. *Staff does not recommend this alternative as it is contrary to the Property Owner’s request, will not satisfy the condition of approval, and may delay development of the project.*

3. Do not adopt the proposed resolution but rather continue the item to a future City Council meeting. *Staff does not recommend this alternative as it will delay the Property Owner from satisfying the condition of approval and may delay development of the project.*

FISCAL IMPACT

Revenue received from the special tax is restricted and can only be used to fund the services for each tax rate area. If the revenue received from the maximum special tax exceeds what is necessary to fund the services within each tax rate area, a lower amount will be applied to the property tax bills for all properties within the affected tax rate area. The special tax can only be applied to a property tax bill of a parcel wherein the property owner has previously provided approval. The maximum estimated special tax revenue which can be generated from this project is detailed below:

Property Owner	Service/ Tax Rate Area	Front Linear Footage¹	FY 2017/18 Maximum Special Tax	Estimated FY 2017/18 Maximum Special Tax for the Project²
Duke Realty Limited Partnership	Street Lighting for Property Other than Single-Family Residential, SL-02	749.58	\$3.75/front linear foot	\$2,810.92
	Landscaping for Property Other than Single-Family Residential, LM-02B	611.33	\$6.32/front linear foot	\$3,863.61

¹ Based on proposed parcel configuration. The special tax calculation will be based on final development of the project.
² The special tax applied to the property tax bill will be based on the needs of the District, which can be lower than but cannot exceed the maximum special tax.

The maximum special tax rates are subject to an annual inflation adjustment based on the change in the Consumer Price Index (CPI) or five percent (5%), whichever is greater. Each year, the City Council must authorize any proposed CPI adjustment prior to the levy of the special tax onto the property tax bills. The increase to the maximum special tax rate cannot exceed the annual inflationary adjustment without a two-thirds approval of the qualified electors (landowners or registered voters depending upon the number of registered voters) within the affected tax rate area.

NOTIFICATION

Annexation materials were mailed to the Property Owner on October 16, 2017. A cover letter, Landowner Petition, RMA, and an envelope to return the completed petition were included.

PREPARATION OF STAFF REPORT

Prepared by:
Jennifer A. Terry
Senior Management Analyst

Department Head Approval:
Rick C. Hartmann
Acting Public Works Director

Concurred by:
Candace E. Cassel
Special Districts 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.

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.

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

ATTACHMENTS

- 1. Resolution Ordering Annexation
- 2. Boundary Map CFD 2014-01
- 3. Certificate of Election Official

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/15/17 11:34 AM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 12:38 PM
City Manager Approval	<u>✓ Approved</u>	11/22/17 1:12 PM

RESOLUTION NO. 2017-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) AND APPROVING THE AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. 2014-25, the City Council established the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. 874, the City Council levied an annual special tax against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund street lighting services and landscape maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the City Council, by its Ordinance No. 889 designated the entire territory of the City as a future annexation area for the CFD and approved the second amended and restated rate and method of apportionment for the Special Tax; and

WHEREAS, the landowner of the parcels listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the City a petition requesting and approving annexation of the listed parcels (the "Annexation Parcels") to the CFD; and

WHEREAS, the Annexation Parcels are comprised of the territory shown on the boundary map (the "Boundary Map") "Amendment No. 26 to Boundaries of City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), City of Moreno Valley, County of Riverside, State of California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the City Council desires to annex the Annexation Parcels to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.

2. Annexation Approved. The Annexation Parcels are hereby added to and part of the CFD with full legal effect. The Annexation Parcels are subject to the Special Tax associated with the Tax Rate Area(s) indicated on Exhibit A to this Resolution.

1
Resolution No. 2017-___
Date Adopted: December 5, 2017

Attachment: Resolution Ordering Annexation (2832 : PURSUANT TO A LANDOWNER PETITION, ANNEX THREE PARCELS INTO COMMUNITY

3. Description of Services. The following is a general description of all services (the "Services") provided in the CFD:

A. Landscape Maintenance Services: Maintaining, servicing, and operating landscape improvements and associated appurtenances located within the public right-of-way and within dedicated landscape easements for the CFD. These improvements may include but are not limited to parkways, medians, open space landscaping, fencing, monuments, ornamental lighting, drainage, turf, ground cover, shrubs, vines and trees, irrigation systems, and appurtenant facilities and structures. Fundable costs may include, but are not limited to: (i) contracting costs for landscape maintenance services, including litter removal, (ii) salaries and benefits of City staff, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) City administrative and overhead costs associated with providing such services within the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

B. Street Lighting Services: Maintaining, servicing, and operating street lights and appurtenant improvements. Fundable costs may include, but are not limited to: (i) contracting costs for street light maintenance, (ii) salaries and benefits of City staff, if the City directly provides street light maintenance services, (iii) utility expenses and the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, (iv) City administrative and overhead costs associated with providing such services for the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

The Annexation Parcels will only be provided with the services indicated on Exhibit A.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The City Council directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The City Council directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcels associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

8. Severability. 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

2

Resolution No. 2017-____
Date Adopted: December 5, 2017

preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

9. 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.

APPROVED AND ADOPTED this 5th day of December, 2017.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2017-3
Date Adopted: December 5, 2017

Attachment: Resolution Ordering Annexation (2832 : PURSUANT TO A LANDOWNER PETITION, ANNEX THREE PARCELS INTO COMMUNITY

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2017-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 5th day of December, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2017-___ 4
Date Adopted: December 5, 2017

Attachment: Resolution Ordering Annexation (2832 : PURSUANT TO A LANDOWNER PETITION, ANNEX THREE PARCELS INTO COMMUNITY

EXHIBIT A

List of Annexation Parcel(s)

Boundary Map Amendment No.	Assessor's Parcel Numbers	Services	Tax Rate Area & Maintenance Category
Amendment No. 26	316-190-017	Street Lighting Services	SL-02
	316-190-036	Landscape Maintenance Services	LM-02B
	316-190-037		

Based on current development plans, it is anticipated that the Annexation Group will be in the Maintenance Category listed above; however all taxes will be calculated as set forth in the Rate and Method of Apportionment.

The parcels associated with a given development constitute a separate Annexation Group for purpose of calculating the applicable Maintenance Category (where applicable) for each Tax Rate Area. The anticipated Maintenance Category (where applicable) is shown in parenthesis following the Tax Rate Area. All capitalized terms in this paragraph have the meanings set forth in the Rate and Method of Apportionment.

5
Resolution No. 2017-____
Date Adopted: December 5, 2017

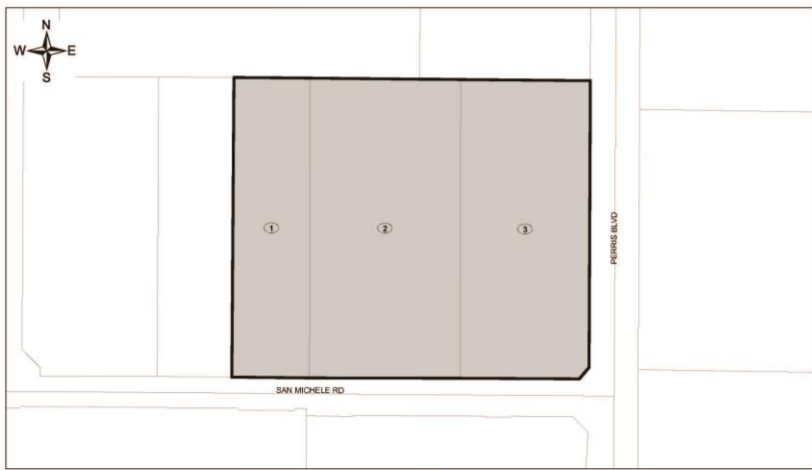
Attachment: Resolution Ordering Annexation (2832 : PURSUANT TO A LANDOWNER PETITION, ANNEX THREE PARCELS INTO COMMUNITY

EXHIBIT B

AMENDMENT NO. 26 TO BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES)

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(This map amends, by adding the additional territory shown hereon, the boundary map for City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), City of Moreno Valley, Riverside County, State of California, prior recorded at Book 76 of Maps of Assessment and Community Facilities Districts at page 69, in the office of the County Recorder for the County of Riverside, State of California.)



SHEET 1 OF 1
FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 2017.

CITY CLERK
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2017, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF MORENO VALLEY

FILED THIS _____ DAY OF _____, 2017,
AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON FEBRUARY 20, 2014 IN BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 69 AS INSTRUMENT NO. 2014-066114.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON DECEMBER 17, 2014 IN BOOK 77, PAGE 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2014-048134, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	316-190-017
2	316-190-036
3	316-190-037

Legend

- MAP REFERENCE NUMBER
 - ADDITIONAL AREA TO CFD 2014-01
- 1 inch = 104 feet

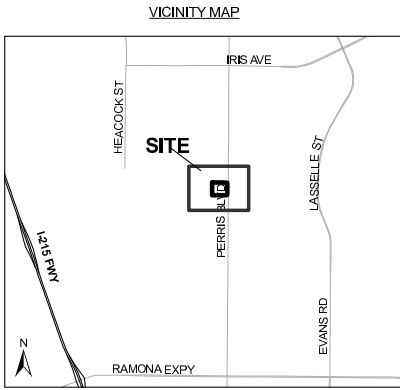


Attachment: Resolution Ordering Annexation (2832 : PURSUANT TO A LANDOWNER PETITION, ANNEX THREE PARCELS INTO COMMUNITY

AMENDMENT NO. 26 TO BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES)

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(This map amends, by adding the additional territory shown hereon, the boundary map for City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), City of Moreno Valley, Riverside County, State of California, prior recorded at Book 76 of Maps of Assessment and Community Facilities Districts at page 69, in the office of the County Recorder for the County of Riverside, State of California.)



SHEET 1 C
FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY
_____, 201__.

CITY CLERK
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDE BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACI DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MO VALLEY , COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY _____, 201__ , BY ITS RESOLUTION NO. _____

CITY CLERK
CITY OF MORENO VALLEY

FILED THIS _____ DAY OF _____, 201__ , AT THE HOUR OF _____ O'CLOCK _____ M. IN THE _____ PAGE(S) _____ OF MAPS OF ASSESS AND COMMUNITY FACILITIES DISTRICTS AND INSTRUMENT NO _____ IN THE OFFICE OF THE COUNTY R IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMI FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) THE CITY OF MORENO VALLEY RECORDED WITH THE RIVERS COUNTY RECORDER'S OFFICE ON FEBRUARY 20, 2014 IN BOO MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRI PAGE 69 AS INSTRUMENT NO. 2014-0066114.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 2 C COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF CITY OF MORENO VALLEY, COUNTY OF RIVER CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN TH WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITOF ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OV OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME TH/ OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RI COUNTY RECORDER'S OFFICE ON DECEMBER 17, 2014 IN BOO PAGE 78 OF MAPS OF ASSESSMENT AND COMMUNITY FACILI DISTRICTS AS INSTRUMENT NO. 2014-0481134, WHICH DESIG TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANI TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THE

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOW ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS F THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	316-190-017
2	316-190-036
3	316-190-037

Legend

- 1 MAP REFERENCE NUMBER
 - ADDITIONAL AREA TO CFD 2014-01
- 1 inch = 104 feet



Attachment: Boundary Map CFD 2014-01 (2832 : PURSUANT TO A LANDOWNER PETITION, ANNEX

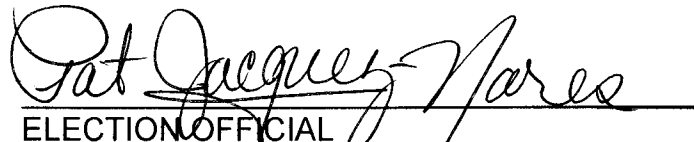
**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on November 6, 2017, I did verify the completeness of the Landowner Petition for the annexation of property into

CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01
(MAINTENANCE SERVICES) – AMENDMENT NO. 26

WITNESS my hand this 6th day of November, 2017.


ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official (2832 : PURSUANT TO A LANDOWNER PETITION; ANNEX THREE PARCELS INTO COMMUNITY



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, Public Works Director/City Engineer

AGENDA DATE: December 5, 2017

TITLE: PA07-0084 (PM 35679) – PROLOGIS EUCALYPTUS INDUSTRIAL PARK - ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D17-009 FOR EUCALYPTUS AVENUE IMPROVEMENTS ASSOCIATED WITH THE PROLOGIS PARK PROJECT DEVELOPER: PROLOGIS

RECOMMENDED ACTION

Recommendations:

1. Accept and approve the Development Impact Fee Improvement Credit Agreement #D17-009 (DIF Agreement) for PA07-0084 (PM 35679) improvements.
2. Authorize the City Manager to execute the DIF Agreement.

SUMMARY

As part of the project conditions of approval, the developer will be constructing required DIF-related public improvements. Section 3.38.150 of the City's Municipal Code allows the developer to receive a credit for qualifying public improvements made to designated arterial street(s). Eucalyptus Avenue is a designated street in the City's DIF Nexus Study. The developer's maximum credit amount is based on the lower of the DIF Nexus Study Costs, the Engineer's Cost Estimate provided by the developer, and the DIF Fee Obligation.

DISCUSSION

The City's Municipal Code, Chapter 3.38, "Residential Development Impact Fees" requires the developer to pay Development Impact Fees (DIF). The DIF covers the developer's fair share of the costs to construct improvements that help mitigate the

traffic impacts and burdens generated by the project on the City's network of arterial streets and traffic signals.

As part of the project conditions of approval, the developer will be constructing required DIF-related public improvements. Section 3.38.150 of the City's Municipal Code allows the developer to receive a credit for qualifying public improvements made to the designated arterial street(s). Eucalyptus Avenue is a designated street in the City's DIF Nexus Study. The developer of project PA07-0084 (Parcel Map 35679) is required to construct public improvements on Eucalyptus Avenue.

The developer is eligible to receive DIF Credits for specific improvements identified in the DIF Nexus Study for Eucalyptus Avenue. Qualifying DIF improvements include roadway excavation, pavement, base, curb and gutter, striping and traffic control.

Per the DIF Improvement Credit Agreement, the initial credit is the least of the DIF Nexus Study Costs, Engineer's Cost Estimate provided by the developer, and DIF Fee Obligation. Refer to Exhibit "C" – DIF Credit Calculation Table of the DIF Improvement Credit Agreement. The DIF Improvement Credit Agreement is attached to this Staff Report as Attachment 1. Based on the information provided by the developer, the maximum DIF Credit for this project is \$445,411.12 for the Arterial Street components of the DIF.

ALTERNATIVES

1. Approve and accept the recommended actions as presented in this staff report. *Staff recommends this alternative to help achieve the construction goals as identified within the DIF Nexus Study.*
2. Do not approve and do not accept the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it would result in not achieving the construction goals as identified within the DIF Nexus Study.*

FISCAL IMPACT

There is no fiscal impact to the General Fund.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

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

Department Head Approval:
Rick C. Hartmann
Acting Public Works Director

Concurred By:
Michael D. Lloyd, P.E.

Engineering Division Manager/Interim City Engineer

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. DIF Credit Agreement #D17-009 - PM 35679 (PA07-0084)
- 2. Vicinity Map - PA07-0084 (PM 35679)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/01/17 7:40 AM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 9:40 AM
City Manager Approval	<u>✓ Approved</u>	11/22/17 11:56 AM

**DEVELOPMENT IMPACT FEES
IMPROVEMENT CREDIT AGREEMENT
NUMBER D17- 009**

PM35679 (PA07-0084), FOUR BUILDINGS, 1,465,485 SQ FT

This Development Impact Fees Improvement Credit Agreement is made and entered into as of the date the City signs this Agreement, by and between the City of Moreno Valley, a municipal corporation, hereinafter referred to as "City" and the undersigned Developer, hereinafter referred to as "Developer."

RECITALS

WHEREAS, Developer and City have entered into an Agreement for Public Improvements (attached hereto as Exhibit "A"), dated October 30, 2017, which Agreement for Public Improvements sets forth all obligations of the Developer for Public Improvements that are a condition of approval for the above-titled development (hereinafter referred to as the "Project"), some of which may be eligible for Development Impact Fees (hereinafter referred to as "DIF") Credit under this Agreement; and

WHEREAS, the City of Moreno Valley Municipal Code Chapter 3.38 "Residential Development Impact Fees" and Chapter 3.42 "Commercial and Industrial Development Impact Fees" requires Developer to pay the DIF for projects identified in the most recently adopted DIF study (hereinafter referred to as "DIF Obligation") which covers the Project's fair share of the costs to construct improvements that help mitigate the impacts

and burdens on the City's local systems generated by the Project and that are necessary to provide City services and protect the safety, health, and welfare of residential and non-residential users; and

WHEREAS, certain improvements set forth in the Agreement for Public Improvements are also identified in the City's DIF Program as improvements that are to be funded from DIF, which identified improvements are set forth in Exhibit B attached hereto and hereby incorporated by reference and are hereinafter referred to as the DIF Improvements; and

WHEREAS, if the City or some other third party constructs the DIF improvements set forth in the Agreement for Public Improvements prior to Developer, then this Improvement Credit Agreement shall become null and void and the Developer shall be required to pay the full DIF Obligation of the Project; and

WHEREAS, the City and Developer now desire to enter into this Improvement Credit Agreement to provide a means by which the Developer may receive a Credit for required DIF improvements actually constructed by the Developer for the subject Project subject to the terms and limitations set forth in this Agreement.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

1.0 General Provisions.

1.1 Incorporation of Recitals. The Parties hereby affirm the facts and provisions set forth in the above Recitals and agree to their incorporation herein as though set forth in full.

1.2 Incorporation of the Agreement for Public Improvements. The Parties hereby affirm the terms, conditions and requirements set forth in the Agreement for Public Improvements (Exhibit "A") and agree to their incorporation herein as though set forth in full.

2.0 DIF Obligation.

2.1 Developer's DIF Obligation. Developer hereby agrees and accepts that, as of January 02, 2017, the Developer is obligated to pay DIF for the Project to City in the amount of four million seven^{ty}-eight thousand one hundred dollars and sixty-four cent (\$4,078,100.64) (hereinbefore and hereinafter referred to as the "DIF Obligation").

2.2 Effect of Agreement. Notwithstanding anything in this Agreement, Developer acknowledges that the DIF Obligation is established by the provisions of the City of Moreno Valley Municipal Code Chapter 3.38 "Residential Development Impact Fees," or Chapter 3.42 "Commercial and Industrial Development Impact Fees," and that this Agreement does not alter, limit, increase or reduce the obligations under those code

sections nor prevent City from adjusting or correcting the DIF Obligation amount to conform to the requirements of the Municipal Code.

3.0 DIF Credit Limitations.

3.1 Calculation of DIF Credit. Pursuant to City of Moreno Valley Municipal Code Sections 3.38.150 "Credit for Improvements Provided by Developers" (residential), or 3.42.110 "Credit for Improvements Provided by Developers" (commercial and industrial), and in accordance with the City's Development Impact Fee Credit and Reimbursement Policy, as adopted by the City Council on August 26, 2008, (the "Credit and Reimbursement Policy") and in consideration of Developer's obligations under the Conditions of Approval for the Project and the Agreement for Public Improvements to construct the DIF improvements, the maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be as defined in Sections 4.0 of this Agreement and the Credit and Reimbursement Policy.

3.2 Effect of Agreement. Notwithstanding the foregoing, Developer acknowledges that the amounts of DIF Credits are established by the provisions of the City of Moreno Valley Municipal Code and the DIF Credit and Reimbursement Policy and this Agreement shall not prevent City from adjusting or correcting the DIF Credit amounts set forth in this Agreement to conform to the requirements of the Municipal Code and the Credit and Reimbursement policy.

4.0 DIF Credit

4.1 Maximum DIF Credit. City shall apply DIF Credit to offset, in whole or in part, the Project's DIF Obligation. The maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be equal to the least of: (A) the City Engineer's Estimate of the actual cost of the DIF Improvements (hereinafter collectively referred to as "Engineer's Estimate"), or (B) project costs as identified in the DIF study in effect at the time of the issuance of a building permit, or (C) the actual DIF Obligation. In no event shall a DIF Credit exceed the actual DIF Obligation.

4.2 DIF Credit Offset to DIF Obligation. The DIF Credit shall be applied at the time DIF obligation is due and payable. If the project is to be developed by phases, by specific units, or by specific buildings, DIF Credit shall be applied according to a Public Improvements Phasing Schedule approved by the City and attached and incorporated to this agreement.

4.3 Submittal Timeframe. The Developer shall submit to the City Engineer any and all documentation the Developer deems relevant in substantiating the claim for DIF Credit for the DIF Qualifying Improvements to be constructed by the Developer. Such documentation may include contracts, bids, estimates, or any other relevant documents pertaining to the actual cost of the Qualifying Improvements. The City Engineer shall take into consideration, but shall not be bound by, any such documentation submitted by the Developer in formulating the Engineer's Estimate. All

such documentation shall be submitted by the Developer to the City Engineer no later than ninety (90) calendar days prior to the date for payment of DIF for the project. The City Engineer will use his or her best efforts and professional judgment in formulating an Engineer's Estimate and shall endeavor to provide said estimate to the Developer in writing within sixty (60) calendar days after submittal of the last document submitted by the Developer.

4.4 DIF Credit Calculation (*completed by City*).

As of the date hereof, the amount of DIF Credit for which Developer is potentially eligible is set forth in Exhibit C "DIF Credit Calculation Table" attached hereto and hereby incorporated by reference.

4.5 Reconciliation - Final DIF Credit. If the dollar amount of the actual DIF Credit is less than the amount of the actual unpaid DIF Obligation (hereinafter referred to as "DIF Balance"), the City shall notify the Developer in writing of the amount of the DIF Balance and Developer shall pay the DIF Balance to fully satisfy the DIF Obligation at the time DIF payments are due. If the dollar amount of the actual DIF Credit exceeds the amount of the actual DIF Obligation, Developer will be deemed to have fully satisfied the DIF Obligation. If the Developer has actually paid DIF and completed DIF Improvements, but has not received full DIF Credit for which the Developer would have been otherwise eligible under the DIF Credit and Reimbursement Policy, the Developer may be eligible for a Reimbursement Agreement, to the extent applicable, as provided in a separate Development Impact Fees Improvement Reimbursement Agreement.

4.6 Credit Transfer for Unfunded DIF Reimbursement Eligibility.

To the extent that Developer has Reimbursement Eligibility Amounts which are both unpaid and unfunded by the City and which have not expired under the ten (10) year limitation set forth in the Development Impact Fee Credit and Reimbursement Policy No. 3.24, Section F – Time Limitation, Developer may apply to receive partial or full DIF Credits for the same component of DIF on another development project within the City owned or controlled by that Developer and which has received all necessary approvals, on a dollar for dollar basis. Written application shall be made to the City and Developer shall provide any and all documentation and other information the City may reasonably request. The City shall not unreasonably withhold approval of such a Credit Transfer.

5.0 No Interest. Developer shall not be entitled to any interest, or any other cost or time value adjustment, for DIF paid to the City whether or not subsequently credited under Section 4.6 or reimbursed.

6.0 Term of Agreement. For purposes of Reimbursement Eligibility and Credit Transfer, this Agreement shall remain in effect for a period not to exceed ten (10) years from the date of execution by the City.

7.0 General.

7.1 Assignment. Except as specifically set forth in this Agreement, this Agreement shall not be assigned by any Party without the prior written consent of

the non-assigning Party, which consent shall not be unreasonably withheld. All assignees and successors in interest shall assume and become obligated to perform all obligations and be entitled to all benefits of the original Party.

7.2 Amendment. This Agreement may only be amended in writing signed by the Parties.

7.3 Law, Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of California. Venue and Jurisdiction of all matters arising out, pertaining to, or in any way related to this Agreement shall be vested in the Superior Court of the State of California, in and for the County of Riverside, California.

7.4 Notices. Any notices to be given pursuant to this Agreement shall be in writing and delivered by First Class Mail addressed to the Parties as follows:

City: City Engineer
City of Moreno Valley
Post Office Box 88005
Moreno Valley, California 92552-0805

Developer: PROLOGIS,
A Maryland Real Estate Investment Trust
17777 Center Court Dr. North, Ste #100
Cerritos, CA 90703

Attachment: DIF Credit Agreement #D17-009 - PM 35679 (PA07-0084) (2862 : .PA07-0084 (PM 35679) – PROLOGIS EUCALYPTUS INDUSTRIAL)

7.5 Entire Agreement. This Agreement is the final, complete and exclusive statement of the Agreement of the Parties with respect to the subject matter hereof and supersedes and replaces any prior oral or written agreements between the Parties addressing the same subject matter.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have caused their authorized representatives to execute this Agreement.

CITY OF MORENO VALLEY,
a California municipal corporation

Prologis
(Name of Developer)

Real Estate Investment Trust
(legal capacity of Developer)

By: _____
City Manager

Its: _____

Date: _____

By: James J. [Signature]

Its: Vice President

Date: 10/9/2017

ATTEST: _____
City Clerk

Date: _____

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

SIGNING INSTRUCTION TO THE DEVELOPER:

All signatures on the Contract Agreement on behalf of the Developer must be acknowledged before a notary public. In the event that the Developer is a corporation, the president or vice-president plus the secretary of/or an assistant secretary of the corporation must sign. Corporate seal may be affixed hereto.

Attachment: DIF Credit Agreement #D17-009 - PM 35679 (PA07-0084) (2862 : .PA07-0084 (PM 35679) - PROLOGIS EUCALYPTUS INDUSTRIAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

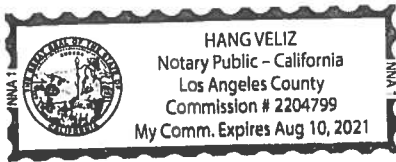
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)
On OCTOBER 9, 2017 before me, HANG VELIZ, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared JAMES JACARITA
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: DEVELOPMENTS IMPACT FEES Document Date: N/A
Number of Pages: 13 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: JAMES JACARITA
[] Corporate Officer - Title(s): VICE PRESIDENT
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing: PROLOGIS, LP

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

**DEVELOPMENT IMPACT FEES
IMPROVEMENT CREDIT AGREEMENT, NO. D17- 002
PM35679 (PA07-0084), FOUR BUILDINGS, 1,529,498 SQ FT**

EXHIBIT "A"

PUBLIC IMPROVEMENT AGREEMENT

WITH BONDS

(ATTACHED BEHIND THIS PAGE)

EXHIBIT "A"

Revised 092508

Attachment: DIF Credit Agreement #D17-009 - PM 35679 (PA07-0084) (2862 : .PA07-0084 (PM 35679) – PROLOGIS EUCALYPTUS INDUSTRIAL)

**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA07-0084 (PM 35679)**

This Agreement made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and Prologis, a Maryland real estate investment trust, 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 PA07-0084 (PM 35679) 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 FIVE MILLION SEVEN HUNDRED SEVENTY SIX THOUSAND AND NO/100 Dollars (*****\$5,776,000.00*****). 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 TWO MILLION EIGHT HUNDRED EIGHTY EIGHT THOUSAND AND NO/100 Dollars (*****\$2,888,000.00*****). 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. PA07-0084 (PM 35679)
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 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with

**AGREEMENT FOR PROJECT NO. PA07-0084 (PM 35679)
PUBLIC IMPROVEMENTS**

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 considered a material breach of the Agreement.

**AGREEMENT FOR PROJECT NO. PA07-0084 (PM 35679)
PUBLIC IMPROVEMENTS**

Page 4 of 5

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.

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.

AGREEMENT FOR PROJECT NO. PA07-0084 (PM 35679)
PUBLIC IMPROVEMENTS

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:

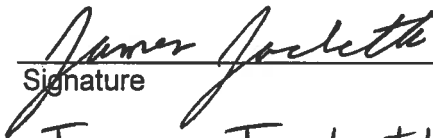
City:
City Engineer
P.O. Box 88005
14177 Frederick Street
Moreno Valley, CA 92552-0805

Developer:
Prologis, a Maryland real estate
investment trust
17777 Center Court Drive N
Suite 100
Cerritos, CA 90703

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

Date approved by the City: 10/30/17

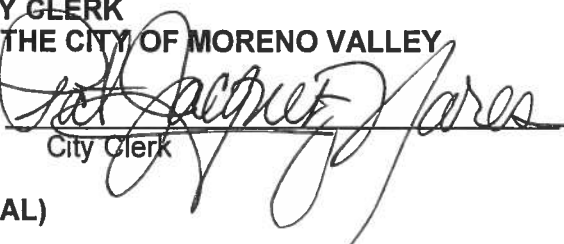
Prologis, a Maryland real estate investment trust:
Developer


By: 
Signature
James Jachetta
Print/Type Name
Vice President
Title

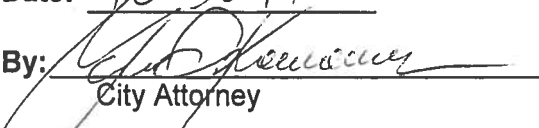
By: _____
Signature

Print/Type Name

Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY
By: 
City Clerk
(SEAL)

CITY OF MORENO VALLEY
By: 
City Engineer

APPROVED AS TO FORM:
CITY ATTORNEY
Date: 10-30-17
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

Attachment: DIF Credit Agreement #D17-009 - PM 35679 (PA07-0084) (2862 : .PA07-0084 (PM 35679) - PROLOGIS EUCALYPTUS INDUSTRIAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of LOS ANGELES)

On October 19, 2017 before me, HANG VELIZ, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared JAMES JACHETTA Vice President
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: AGREEMENT FOR PUBLIC IMPROVEMENTS Document Date: N/A
Number of Pages: 5 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: James Jachetta
[Checked] Corporate Officer - Title(s): VICE PRESIDENT
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing: PROLOGIS

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

OK 2/10/5/17

CITY OF MORENO VALLEY
LAND DEVELOPMENT DIVISION

PROJECT: Prologis Business Park MAP / LOT: PM 35679 DATE: 9/20/2017

IMPROVEMENT TYPE		SUBTOTALS
STREET PAVEMENT SECTIONS	(Sheet 2 of 13)	\$1,514,000
OFF-SITE STREET IMPROVEMENTS	(Sheet 3 of 13)	\$668,000
BONDABLE STREET WORK ONLY	(Sheet 4 of 13)	\$0
MONUMENTS	(Sheet 4 of 13)	\$0
SPECIAL DISTRICTS	(Sheet 4 of 13)	\$284,000
MORENO VALLEY UTILITIES	(Sheet 4 of 13)	\$200,000
TRANSPORTATION IMPROVEMENTS	(Sheet 5 of 13)	\$40,000
TRAFFIC SIGNAL IMPROVEMENTS	(Sheet 5 of 13)	\$0
STORM DRAIN IMPROVEMENTS (City Maintained)	(Sheet 6-7 of 13)	\$1,250,000
STORM DRAIN IMPROVEMENTS (RCFC Maintained)	(Sheet 8-9 of 13)	\$0
PUBLIC WATER IMPROVEMENTS	(Sheet 12 of 13)	\$161,000
PUBLIC SEWER IMPROVEMENTS	(Sheet 13 of 13)	\$696,000
TOTAL COST (VALUE) OF IMPROVEMENTS =		\$4,813,000
+20% CONTINGENCY =		\$962,600
GRAND TOTAL =		\$5,775,600

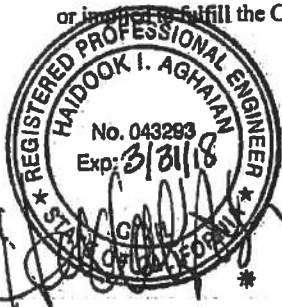
FAITHFUL PERFORMANCE SECURITY AMOUNT = \$5,776,000

LABOR & MATERIAL SECURITY AMOUNT = \$2,888,000

* 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 or intended 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.



HAIDOOK AGHAIAN
THIENES ENGINEERING

Prepared By

September 20, 2017

Date Prepared

10/5/17

* * * 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.

Attachment: DIF Credit Agreement #D17-009 - PM 35679 (PA07-0084) (2862 : .PA07-0084 (PM 35679) - PROLOGIS EUCALYPTUS INDUSTRIAL)

ex 10/6/11
MP

PROJECT: Prologis Business Park MAP/LOT: PM 35679 DATE: 9/20/2017

TRANSPORTATION IMPROVEMENTS

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

Signs				
Street Name Sign w/ Post	2	EA	\$275.00	\$ 550.00
Stop Sign w/ Post	1	EA	\$300.00	\$ 300.00
Sign w/ One Post	25	EA	\$300.00	\$ 7,500.00
Sign w/ Two Post		EA	\$400.00	\$ -
Street Sweeping Sign		EA	\$200.00	\$ -
Object Markers - Type "L" / Type "N"		EA	\$100.00	\$ -
Remove Roadside Sign		EA	\$100.00	\$ -
Relocate Roadside Sign		EA	\$150.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

Miscellaneous				
Traffic Control (for local streets only)		Lump Sum	\$1,000.00	\$ -
Traffic Control (for collector streets only)		Lump Sum	\$5,000.00	\$ -
Traffic Control (for arterial streets only)	1	Lump Sum	\$28,000.00	\$ 28,000.00
Metal Guardrail	40	EA	\$90.00	\$ 3,600.00
Remove Barricade		L. F.	\$25.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

SUBTOTAL = \$ 39,950.00

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

TRAFFIC SIGNAL SUBTOTAL = \$ -

Attachment: DIF Credit Agreement #D17-009 - PM 35679 (PA07-0084) (2862 : .PA07-0084 (PM 35679) - PROLOGIS EUCALYPTUS INDUSTRIAL)

OK 10/5/17
JJP

PROJECT: Prologis Business Park MAP/LOT: PM 35679 DATE: 9/20/2017

STORM DRAIN IMPROVEMENTS [City Maintained]

TYPE	QTY	UNIT	UNIT PRICE	TOTAL COST
PIPES				
24" Reinforced Concrete (R.C.P.) Pipe	92	L. F.	\$160.00	\$ 14,720.00
30" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$180.00	\$ -
36" Reinforced Concrete (R.C.P.) Pipe	80	L. F.	\$190.00	\$ 15,200.00
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	775	L. F.	\$250.00	\$ 193,750.00
54" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$300.00	\$ -
60" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$350.00	\$ -
66" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$375.00	\$ -
72" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$414.00	\$ -
78" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$459.00	\$ -
84" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$505.00	\$ -
90" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$557.00	\$ -
96" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$613.00	\$ -
102" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$671.00	\$ -
108" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$724.00	\$ -
114" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$785.00	\$ -
4" PVC Schedule 40		L. F.	\$25.00	\$ -
4" PVC Schedule 80		L. F.	\$30.00	\$ -
6" PVC Schedule 40		L. F.	\$30.00	\$ -
6" PVC Schedule 80		L. F.	\$35.00	\$ -
8" PVC Schedule 40		L. F.	\$40.00	\$ -
8" PVC Schedule 80		L. F.	\$48.00	\$ -
Reinforced Concrete Structure		L. F.	\$530.00	\$ -
8' x 10' Reinforced Concrete Box (R.C.B.)		L. F.	\$1,200.00	\$ -
8' x 12' Reinforced Concrete Box (R.C.B.)		L. F.	\$1,400.00	\$ -
2 - 4' x 3' Reinforced Concrete Box (R.C.B.)		L. F.	\$600.00	\$ -
3 - 4' x 2' Reinforced Concrete Box (R.C.B.)		L. F.	\$461.00	\$ -
2 - 72" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$840.00	\$ -
Remove Existing Pipe		L. F.	\$50.00	\$ -
18" Reinforced Concrete (R.C.P.) Pipe	125	L. F.	\$140.00	\$ 17,500.00
18" H.D.P.E.	40	L. F.	\$50.00	\$ 2,000.00
30" H.D.P.E.	90	L. F.	\$60.00	\$ 5,400.00
3' x 8' x 6.25'	525	C. Y.	\$820.00	\$ 430,500.00
MANHOLES				
Manhole No. 1 [per MVFE-320/321 Series / RCFC MH251 - pipes 33" or smaller]	1	EA	\$5,300.00	\$ 5,300.00
Manhole No. 2 [per MVFE-320/321 Series / RCFC MH252 - pipes 36" or larger]	4	EA	\$6,700.00	\$ 26,800.00
Manhole No. 3 [per MVFE-320/321 Series / RCFC MH253 - all R.G.B.'s]		EA	\$5,300.00	\$ -
Manhole No. 4 [per MVFE-320/321 Series / RCFC MH254 - pipes 36" or larger w/ side inlet]	1	EA	\$6,700.00	\$ 6,700.00
Adjust Manhole (MH) to Grade		EA	\$460.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
CATCH BASINS				
Catch Basin (7') [per MVFE-300 Series]	2	EA	\$5,500.00	\$ 11,000.00
Catch Basin (10') [per MVFE-300 Series]		EA	\$6,000.00	\$ -
Catch Basin (14') [per MVFE-300 Series]		EA	\$8,000.00	\$ -
Catch Basin (21') [per MVFE-300 Series]		EA	\$12,500.00	\$ -
Catch Basin (28') [per MVFE-300 Series]		EA	\$16,000.00	\$ -
Local Depression [per MVFE-300A or APWA Std. 313]	3	EA	\$535.00	\$ 1,605.00
18" x 18" Grated Basin		EA	\$2,100.00	\$ -
24" x 24" Grated Basin		EA	\$2,500.00	\$ -
Grated Catch Basin	2	EA	\$6,000.00	\$ 12,000.00
6" Wide Strip Basin		EA	\$3,000.00	\$ -
Remove / Relocate Existing Catch Basin		EA	\$5,000.00	\$ -
Landscaping	53,000	S. F.	\$6.00	\$ 318,000.00
Access Ramp PCC	1,060	S. F.	\$4.50	\$ 4,770.00
Catch Basin (3.5')	1	EA	\$3,500.00	\$ 3,500.00
			\$0.00	\$ -
DRAINS				
Terrace Drain		S. F.	\$10.00	\$ -
Down Drain		S. F.	\$10.00	\$ -
Parkway Culvert (per MVSI-150A)		EA	\$3,500.00	\$ -
Sidewalk Outlet (per MVSI-151A)		EA	\$1,400.00	\$ -
Curb Drain (per MVSI-152)		EA	\$300.00	\$ -
Concrete "V" Ditch		S. F.	\$10.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

Attachment: DIF Credit Agreement #D17-009 - PM 35679 (PA07-0084) (2862 : .PA07-0084 (PM 35679) - PROLOGIS EUCALYPTUS INDUSTRIAL)

OK 10/5/17
211

PROJECT: Prologis Business Park MAP/LOT: PM 35679 DATE: 9/20/2017

STORM DRAIN IMPROVEMENTS [RCFC Maintained]

TYPE	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	\$ -
			\$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	\$ -
			\$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	\$ -
			\$0.00	\$ -

Attachment: DIF Credit Agreement #D17-009 - PM 35679 (PA07-0084) (2862 : .PA07-0084 (PM 35679) - PROLOGIS EUCALYPTUS INDUSTRIAL)

OK
10/5/17
JP

PROJECT: Prologis Business Park

MAP/LOT: PM 35679

DATE: 9/20/2017

PUBLIC WATER IMPROVEMENTS

TYPE	QTY	UNIT	UNIT PRICE	TOTAL COST
PIPE				
4" PVC C-900	117	L. F.	\$30.00	\$ 3,510.00
6" PVC C-900		L. F.	\$35.00	\$ -
8" PVC C-900	506	L. F.	\$45.00	\$ 22,770.00
12" PVC C-900	72	L. F.	\$65.00	\$ 4,680.00
16" PVC C-900	188	L. F.	\$110.00	\$ 20,680.00
18" PVC C-900		L. F.	\$135.00	\$ -
20" PVC C-900		L. F.	\$180.00	\$ -
VALVES				
Gate Valve - 4"	2	EA	\$900.00	\$ 1,800.00
Gate Valve - 6"		EA	\$1,100.00	\$ -
Gate Valve - 8"	8	EA	\$1,500.00	\$ 12,000.00
Gate Valve - 12"	3	EA	\$2,500.00	\$ 7,500.00
Gate Valve - 16"		EA	\$6,270.00	\$ -
Gate Valve - 18"		EA	\$15,000.00	\$ -
Butterfly Valve - 4"		EA	\$330.00	\$ -
Butterfly Valve - 6"		EA	\$520.00	\$ -
Butterfly Valve - 8"		EA	\$990.00	\$ -
Butterfly Valve - 12"		EA	\$1,800.00	\$ -
Butterfly Valve - 16"		EA	\$2,850.00	\$ -
Butterfly Valve - 18"		EA	\$3,000.00	\$ -
Butterfly Valve - 20"		EA	\$4,500.00	\$ -
Butterfly Valve - 24"		EA	\$5,300.00	\$ -
Adjust Water Valve to Grade		EA	\$400.00	\$ -
Air Vac Release - 1"		EA	\$2,400.00	\$ -
Air Vac Release - 2"		EA	\$4,000.00	\$ -
Air Vac Release - 4"		EA	\$4,500.00	\$ -
Backflow Preventer - 3/4" to 2" (including Pad & Cover)	2	EA	\$4,300.00	\$ 8,600.00
Backflow Preventer - 2-1/2" to 3" (including Pad & Cover)		EA	\$5,300.00	\$ -
Backflow Preventer - 4" to 10" (including Pad & Cover)		EA	\$6,450.00	\$ -
Blow Off - 4"		EA	\$3,500.00	\$ -
Blow Off - 6"		EA	\$4,000.00	\$ -
FIRE HYDRANTS				
6" Standard Fire Hydrants		EA	\$4,000.00	\$ -
6" Super Fire Hydrants	4	EA	\$4,500.00	\$ 18,000.00
SERVICE CONNECTIONS				
1" Service Connection		EA	\$1,000.00	\$ -
1" Service Connection w/ 5/8" Meter		EA	\$2,000.00	\$ -
1-1/2" Service Connection		EA	\$2,480.00	\$ -
2" Service Connection	2	EA	\$2,780.00	\$ 5,560.00
4" Service Connection		EA	\$4,500.00	\$ -
FITTINGS				
4" Misc. Fittings		EA	\$150.00	\$ -
6" Misc. Fittings		EA	\$200.00	\$ -
8" Misc. Fittings		EA	\$250.00	\$ -
10" Misc. Fittings		EA	\$280.00	\$ -
12" Misc. Fittings		EA	\$750.00	\$ -
WATER METERS				
5/8" Meter		EA	\$285.00	\$ -
1" Meter		EA	\$377.00	\$ -
1-1/2" Meter		EA	\$487.00	\$ -
2" Meter		EA	\$599.00	\$ -
Adjust Water Meter Box to Grade		EA	\$235.00	\$ -
HOT TAP CONNECTIONS				
Hot Tap - 4"		EA	\$2,000.00	\$ -
Hot Tap - 6"	10	EA	\$2,500.00	\$ 25,000.00
Hot Tap - 8"	1	EA	\$3,000.00	\$ 3,000.00
Hot Tap - 12"	5	EA	\$4,500.00	\$ 22,500.00
Hot Tap Service Clamp		EA	\$2,000.00	\$ -
Water Service		EA	\$330.00	\$ -
MISCELLANEOUS				
Thrust Block		C. Y.	\$150.00	\$ -
Jack & Bore		L. F.	\$500.00	\$ -
8" Joint at Existing		EA	\$2,500.00	\$ -
10" PVC c-900	117	L. F.	\$40.00	\$ 4,680.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

SUBTOTAL = 160,280.00

FAITHFUL PERFORMANCE BOND

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

Public Improvements \$5,776,000

Project No. PA07-0084 (PM 35679)

Bond No. 8244-50-93

Premium \$34,656.00

Surety Federal Insurance Company

Principal Prologis, a Maryland real estate investment trust

Address 202B Hall's Mill Road

Address 17777 Center Court Drive N Suite 100

City/Zip Whitehouse Station, NJ 08889

City/Zip Cerritos, CA 90703

WHEREAS, the City of Moreno Valley, County of Riverside, State of California, and PROLOGIS, A MARYLAND REAL ESTATE INVESTMENT TRUST, (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 PA07-0084 (PM 35679), 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 Federal Insurance Company, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of FIVE MILLION SEVEN HUNDRED SEVENTY SIX THOUSAND AND NO/100 Dollars (**\$5,776,000.00**), 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 their part, to be kept and performed at the time and in the manner 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.

Attachment: DIF Credit Agreement #D17-009 - PM 35679 (PA07-0084) (2862 : .PA07-0084 (PM 35679) - PROLOGIS EUCALYPTUS INDUSTRIAL)

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. PA07-0084 (PM 35679)

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 Engineer 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 October 11, 2017.

NAME OF PRINCIPAL: Prologis, a Maryland real estate investment trust
Company Name

AUTHORIZED SIGNATURE(S): By

Name <i>James Jachetta</i> <u>James Jachetta</u>	Title <u>Vice President</u>
Name	Title

NAME OF SURETY: Federal Insurance Company
Company Name

AUTHORIZED SIGNATURE: *Tanya Chinchilla*
Tanya Chinchilla 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: 10.30.17

[Signature]
City Attorney
City of Moreno Valley

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

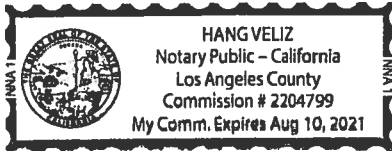
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)
On October 16, 2017 before me, HANG VELIZ, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared James Jachetta
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: FAITHFUL PERFORMANCE BOND Document Date: 10/11/2017
Number of Pages: 3 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: James Jachetta Signer's Name: _____
 Corporate Officer — Title(s): VICE PRESIDENT Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: PROLOGIS Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Contra Costa)

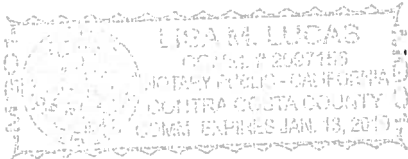
On October 11, 2017 before me, Lisa M. Lucas, notary public
Date Here Insert Name and Title of the Officer

personally appeared Tanya Chinchilla
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [x] 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:

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint A.W. Brown, Tanya Chinchilla, Lisa M. Lucas, D. Richard Stinson and Nicholas Tan of San Ramon, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 23rd day of February, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 23rd day of February, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318885
Commission Expires July 16, 2019

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

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

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

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

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

11th day of October, 2017

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary



IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

MATERIAL AND LABOR BOND

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

Public Improvements \$2,888,000

Project No. PA07-0084 (PM 35679)

Bond No. 8244-50-93

Premium Included in the Performance bond

Surety Federal Insurance Company

Principal Prologis, a Maryland real estate investment trust

Address 202B Hall's Mill Road

Address 17777 Center Court Drive N Suite 100

City/Zip Whitehouse Station, NJ 08889

City/Zip Cerritos, CA 90703

WHEREAS, the City of Moreno Valley, County of Riverside, State of California, and PROLOGIS, A MARYLAND REAL ESTATE INVESTMENT TRUST, (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 PA07-0084 (PM 35679), 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 TWO MILLION EIGHT HUNDRED EIGHTY EIGHT THOUSAND AND NO/100 Dollars (***\$2,888,000.00***), 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 judgment 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.

Attachment: DIF Credit Agreement #D17-009 - PM 35679 (PA07-0084) (2862 : .PA07-0084 (PM 35679) - PROLOGIS EUCALYPTUS INDUSTRIAL)

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PA07-0084 (PM 35679)

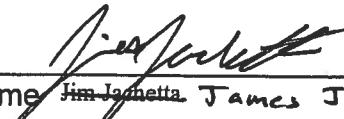
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

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.

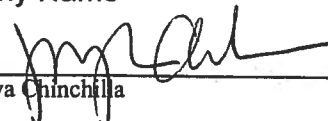
In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on 10/11, 2017.

NAME OF PRINCIPAL: Prologis, a Maryland real estate investment trust
Company Name

AUTHORIZED SIGNATURE(S):

		
Name	<u>Jim Jachetta James Jachetta</u>	<u>Vice President</u> Title
Name		Title


NAME OF SURETY: Federal Insurance Company
Company Name

AUTHORIZED SIGNATURE: 
Tanya Chinchilla 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: 10-30-17


City Attorney
City of Moreno Valley

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of LOS ANGELES)

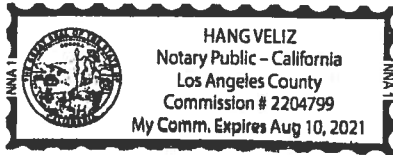
On _____ before me, HANG VELIZ, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: MATERIAL 1 LABOR BOND Document Date: N/A
Number of Pages: 4 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: JAMES FRANCHETTA Signer's Name: _____
 Corporate Officer — Title(s): VICE PRESIDENT Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: PROLOGIS Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

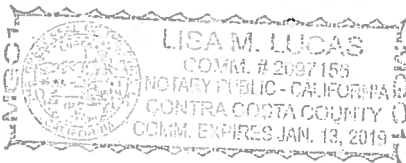
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)
On October 11, 2017 before me, Lisa M. Lucas, notary public
Date Here Insert Name and Title of the Officer
personally appeared Tanya Chinchilla
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 Lisa M. Lucas
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint A.W. Brown, Tanya Chinchilla, Lisa M. Lucas, D. Richard Stinson and Nicholas Tan of San Ramon, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

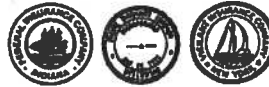
In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 23rd day of February, 2017.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 23rd day of February, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2019

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

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

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

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

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 11th day of October, 2017



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

DIF IMPROVEMENTS

**PM35679 (PA07-0084)
ENGINEER'S ESTIMATE OF DIF IMPROVEMENTS
Eucalyptus Avenue**

THIENES ENGINEERING				
CONSTRUCTION ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Roadway Excavation	6841	C.Y.	45.00	307,845
Aggregate Base Class II				
Thickness (ft.)	0.92			
Area (sf)	130080	8676	Ton	33.00
				286,308
Asphalt Concrete				
Thickness (ft.)	0.5			
Area (sf)	130080	4715	Ton	85.00
				400,775
Curb and Gutter - 8"	5,420	L.F.	30.00	162,600
Striping	1	L.S.	24,000.00	24,000
Traffic Control	1	L.S.	10,000.00	10,000
				\$ 1,191,528

Footnotes:

DIF Construction Segment Credit Allocation:

EB From 1/4 mile E. of MBD to 1/4 E of Encilla Av (2710 LF) =	\$509,480.00
WB From 1/4 mile E. of MBD to 1/4 E of Encilla Av (2710 LF) =	\$509,480.00
Max Total: Total:	\$1,018,960.00

Improvements Segments:

Max. Allowable Reimbursement:

West Bound Length:	2,589.90	\$486,901.20
East Bound Length:	2,875.40	\$509,480.00
Total Allowable:		\$996,381.20

Maximum DIF Arterial Street Construction Fee: **\$445,146.67**

EXHIBIT "B"

Attachment: DIF Credit Agreement #D17-009 - PM 35679 (PA07-0084) (2862 : .PA07-0084 (PM 35679) - PROLOGIS EUCALYPTUS INDUSTRIAL)

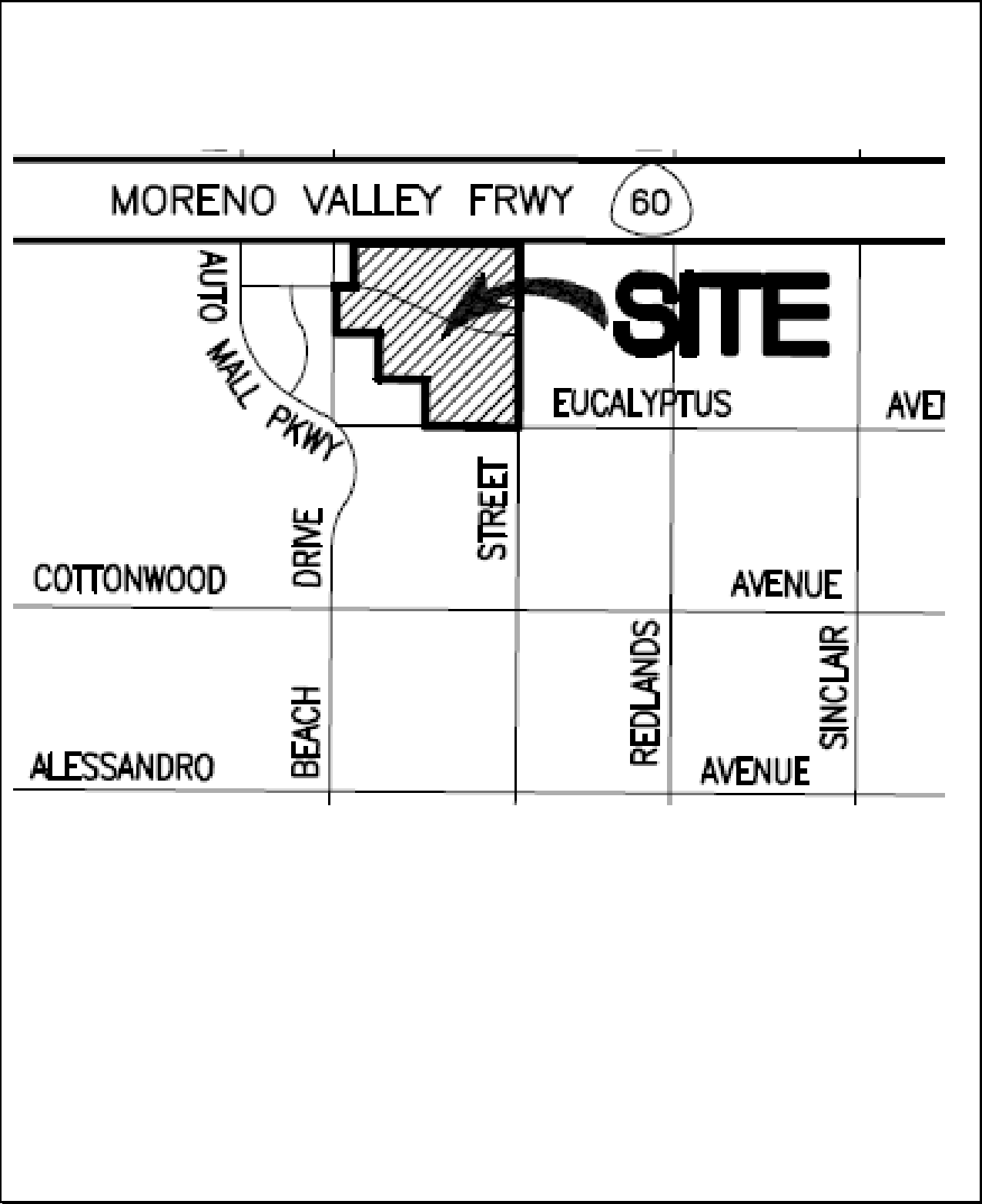
EXHIBIT "C" – DIF Credit Calculation Table Eucalyptus Avenue

Item	Process for DIF Credit Calculation	Streets
1	Engineer's Estimate	\$1,191,528.00
2	Project costs as identified in DIF study	\$996,381.20
3	Actual DIF Obligation	\$445,411.12
4	Developer's Credit Amount* - Least of Lines 1 2 & 3	\$445,411.12

Note: Only the DIF fees shown hereon are those to determine the allowable credit for Arterial street improvements and only those available at the time of agreement. Agreement focus is on Street Credits (4). Building 1 - \$135,108.40, Building 2 - \$133,249.36, Building 3 - \$119,298.79, and Building 4 - \$57,754.57

* Credit amount shall not exceed obligation.

EXHIBIT "C"



CITY OF MORENO VALLEY
 PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PA07-0084 (PM 35679)

Attachment: Vicinity Map - PA07-0084 (PM 35679) [Revision 1] (2862 : .PA07-0084 (PM 35679) - PROLOGIS EUCALYPTUS INDUSTRIAL)



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, Public Works Director/City Engineer

AGENDA DATE: December 5, 2017

TITLE: PA07-0084 (PM 35679) – PROLOGIS EUCALYPTUS INDUSTRIAL PARK - APPROVE PARCEL MAP LOCATED SOUTH OF STATE ROUTE 60 AND EAST OF THE MORENO VALLEY AUTO MALL, AT FIR AVENUE (FUTURE EUCALYPTUS AVENUE) AND BETWEEN PETTIT STREET AND THE QUINCY CHANNEL. DEVELOPER: PROLOGIS

RECOMMENDED ACTION

Recommendations:

1. Approve Parcel Map 35679 for PA07-0084.
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

SUMMARY

This report recommends approval of Parcel Map 35679, which is owned by Prologis, a Maryland real estate investment trust. The project is located south of State Route 60 and east of the Moreno Valley Auto Mall, at Fir Avenue (future Eucalyptus Avenue) and between Pettit Street and the Quincy Channel.

DISCUSSION

On January 27, 2015 the City Council of the City of Moreno Valley approved Tentative Parcel Map 35679 (PA07-0084). The developer proposes to subdivide the 122.613 Acres of Assessor's Parcel Numbers 488-330-011, 488-330-022, 488-330-023, 488-330-024 and 488-330-032 into five parcels for industrial development. An Agreement for Public Improvements was approved by the City on October 30, 2017.

Parcel Map 35679 is in substantial conformance with the approved tentative map. The Conditions of Approval have been met for map recordation. The developer has requested that the map be approved for recordation.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will allow the parcel map to be recorded and allow the project to move forward with development of five parcels for industrial development.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will not allow the parcel map to be recorded and not allow the project to move forward with development of five parcels for industrial development.*

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

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

Department Head Approval:
Rick C. Hartmann
Acting Public Works Director

Concurred By:
Michael D. Lloyd, P.E.
Engineering Division Manager/Interim City Engineer

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.

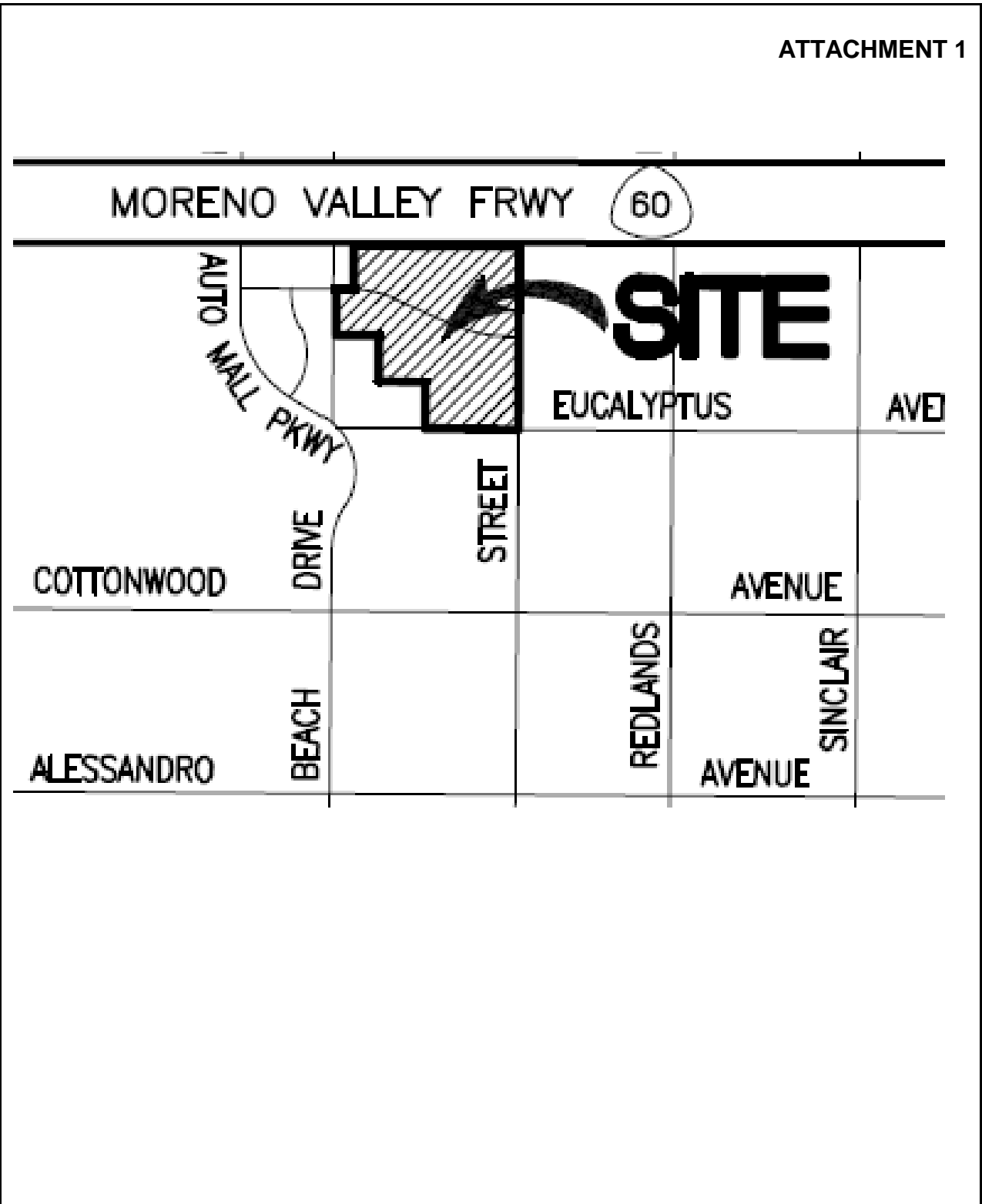
ATTACHMENTS

- 1. Vicinity Map - PA07-0084 (PM 35679)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/01/17 7:43 AM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 12:14 PM
City Manager Approval	<u>✓ Approved</u>	11/22/17 1:13 PM

ATTACHMENT 1



CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PA07-0084 (PM 35679)

Attachment: Vicinity Map - PA07-0084 (PM 35679) (2863 : PA07-0084 (PM 35679) - PROLOGIS EUCALYPTUS INDUSTRIAL)



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, Public Works Director/City Engineer

AGENDA DATE: December 5, 2017

TITLE: PA03-0065 (TR 31305) – APPROVAL OF MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF MORENO VALLEY AND SAVANNAH AT MORENO VALLEY HOMEOWNERS ASSOCIATION FOR THE TRACT LOCATED AT THE NORTHWEST CORNER OF NASON STREET AND EUCALYPTUS AVENUE. DEVELOPER – RSI COMMUNITIES, LLC

RECOMMENDED ACTION

Recommendations:

1. Approve the Maintenance Agreement by and between The City of Moreno Valley and Savannah at Moreno Valley Homeowners Association.
2. Authorize the Mayor to execute the Maintenance Agreement with Savannah at Moreno Valley Homeowners Association.
3. Authorize the City Clerk to transmit the executed Maintenance Agreement to the Riverside County Recorder's Office for recordation.

SUMMARY

This report recommends approval of a maintenance agreement with Savannah at Moreno Valley Homeowners Association for residential Tract 31305 which is located at the northwest corner of Nason Street and Eucalyptus Avenue. RSI is required to enter into a maintenance agreement with the City so that the City may maintain the water quality basin within the development to reduce pollutants in storm water and non-storm water discharges associated with the development. The proposed maintenance

agreement between RSI and the City is necessary to ensure long-term access, maintenance, and provide funding.

DISCUSSION

RSI has installed Best Management Practices (BMPs) within Final Map 31305 to mitigate the development's impact on water quality. These BMPs include one water quality basin in which the City will maintain the landscaping and irrigation. Staff determined that a maintenance agreement would be required since the water quality basin will be privately owned.

RSI is the developer and owner of Tract Map 31305 which is located at the northwest corner of Nason Street and Eucalyptus Avenue. RSI is required to construct a water quality basin to mitigate certain environmental impacts. The developer will join the existing Savannah at Moreno Valley Homeowners Association and will retain ownership of the water quality basin. Upon the first conveyance of a home to an individual property owner, Savannah at Moreno Valley Homeowners Association will assume the obligations 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 storm water and non-storm water 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 storm water and non-storm water 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.
- Identifies schedules for maintenance.
- Minimum insurance requirements to be carried by the HOA.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative ensures the water quality basin will be maintained by a public agency and ensures the City remains in compliance with NPDES requirements.*

2. Do not approve and do not authorize the recommended actions as presented in this staff report. *This alternative leaves maintenance of the water quality basin with RSI Communities LLC or Savannah at Moreno Valley Homeowners Association. Additionally, this alternative may cause the City to be in non-compliance with NPDES requirements.*

FISCAL IMPACT

There is no fiscal impact associated with Alternative One. The NPDES Rate Schedule has been approved. Private homeowners are assessed NPDES fees which funds the cost of maintenance of the water quality basins.

NOTIFICATION

Publication of Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Vince Girón
Associate Engineer

Department Head Approval:
Rick C. Hartmann
Acting Public Works Director

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

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

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development

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

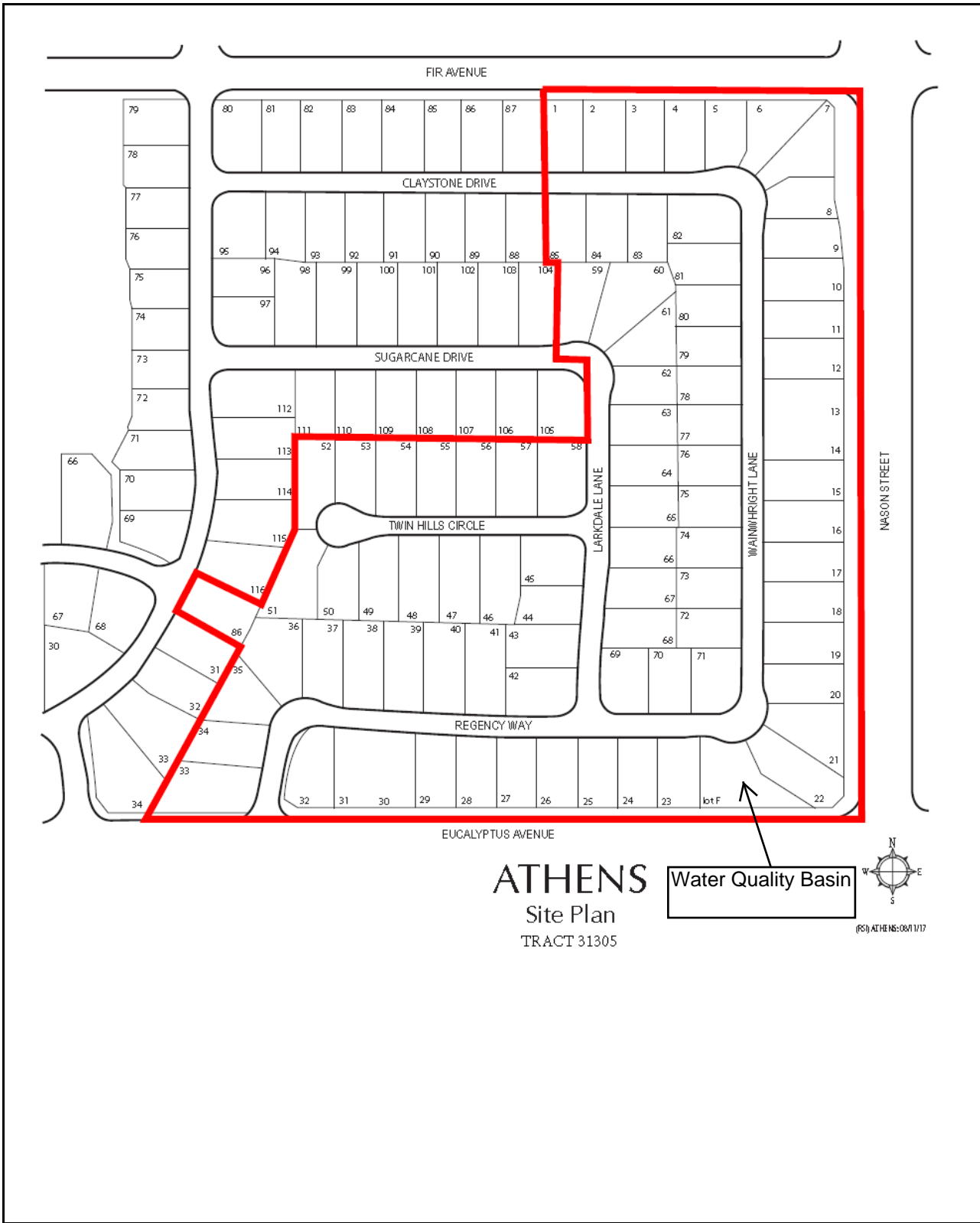
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

- 1. Vicinity Map - PA03-0065 (TR 31305) Maint Agmt
- 2. Maint Agmt - PA03-0065 (TR 31305)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/15/17 11:44 AM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 12:08 PM
City Manager Approval	<u>✓ Approved</u>	11/22/17 1:13 PM



ATHENS
 Site Plan
 TRACT 31305

Water Quality Basin



(S) ATHENS: 08/11/17

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

**PA03-0065
 TR 31305**

Attachment: Vicinity Map - PA03-0065 (TR 31305) Maint Agmt (2867 : PA03-0065 (TR 31305) – APPROVAL OF MAINTENANCE AGREEMENT)

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
SAVANNAH AT MORENO VALLEY HOMEOWNERS ASSOCIATION**

Attachment: Maint Agmt - PA03-0065 (TR 31305) (2867 : PA03-0065 (TR 31305) - APPROVAL OF MAINTENANCE AGREEMENT)

**MAINTENANCE AGREEMENT
BY AND BETWEEN
CITY OF MORENO VALLEY
AND
SAVANNAH AT MORENO VALLEY HOMEOWNERS 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 SAVANNAH AT MORENO VALLEY HOMEOWNERS 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 “Savannah at Moreno Valley” located in the City of Moreno Valley, County of Riverside, State of California (“**Project**”). Association’s maintenance responsibilities are set forth in the Master Declaration of Covenants, Conditions and Restrictions recorded against the Project on September 23, 2005 as Document Number 2005-0788042 in the Official Records of the County of Riverside, as amended by the First Amendment to Master Declaration of Covenants, Conditions and Restrictions recorded on December 15, 2006 as Instrument No. 2006-0920860 in the Official Records of the County of Riverside, and as otherwise may be amended or restated from time to time (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 Association pursuant to the Declaration, including without limitation, certain water quality basins, which are located within the Common Area (“**Association Property**”), all as more fully described in **Exhibit “A”**. The Association shall grant access to the City in order to perform the necessary Maintenance for the water quality basin(s) within Association Property.

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 all Maintenance of Association Property depicted on **Exhibit "A"** attached hereto. Such Maintenance shall include, without limitation, the maintenance responsibilities described on **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 7** hereof (or such other address of which Association shall have previously notified the City in writing in accordance with **Section 7** 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 full amount necessary to cover all costs and expenses related to the City's Maintenance of Association Property in excess of the amount that the City is able to assess directly against the Residential Lots (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 owners of Residential Lots ("**Owners**") in such amounts as necessary 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 7** 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 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 5735 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. 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:

Savannah at Moreno Valley Homeowners Association
c/o Weldon L. Brown II
5029 La Mart Dr. Ste C
Riverside, CA 92507

8. 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.

9. 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 directors, 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.

10. 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 \$2,000,000 aggregate
Business automobile liability	\$1,000,000
Workers’ compensation	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. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

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

e. Association will furnish to the City’s Land Development Division duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under

Attachment: Maint Agmt - PA03-0065 (TR 31305) (2867 : PA03-0065 (TR 31305) – APPROVAL OF MAINTENANCE AGREEMENT)

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. To the extent reasonably available, 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.

f. 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.

g. If the definitive insurance policy meeting the terms of **Section 10** 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.

h. Association further acknowledges and agrees that notwithstanding **Subsections 10(f)** and **10(g)** 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 10(e)** 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.

11. 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.

12. 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 10** 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 10** 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.

13. 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

SAVANNAH AT MORENO VALLEY HOMEOWNERS ASSOCIATION, a California nonprofit mutual benefit corporation

By: _____
Name: _____
Title: _____

By: [Signature]
Name: Charles Whitten
Title: Secretary

By: [Signature]
Name: JERI NI
Title: DIRECTOR

Effective Date: _____

Attest:

City Clerk Date

Approved As To Form:

City Attorney Date

Attachment: Maint Agmt - PA03-0065 (TR 31305) (2867 : PA03-0065 (TR 31305) - APPROVAL OF MAINTENANCE AGREEMENT)

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

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.

*See attached
acknowledgment*

Signature of Notary Public

Place Notary Seal Above

Attachment: Maint Agmt - PA03-0065 (TR 31305) (2867 : PA03-0065 (TR 31305) - APPROVAL OF MAINTENANCE AGREEMENT)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

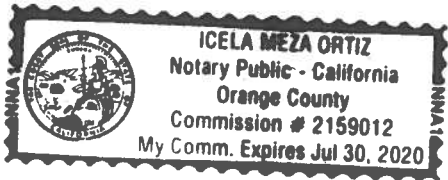
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On September 22, 2017 before me, Icela Meza Ortiz, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Jeri Ni
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 Icela Meza Ortiz
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

Attachment: Maint Agmt - PA03-0065 (TR 31305) (2867 : PA03-0065 (TR 31305) - APPROVAL OF MAINTENANCE AGREEMENT)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On September 22 2017 before me, Icela Meza Ortiz, Notary public
Date Here Insert Name and Title of the Officer

personally appeared Charles Thomas Whitten
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 Icela Meza Ortiz
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

Signer Is Representing:

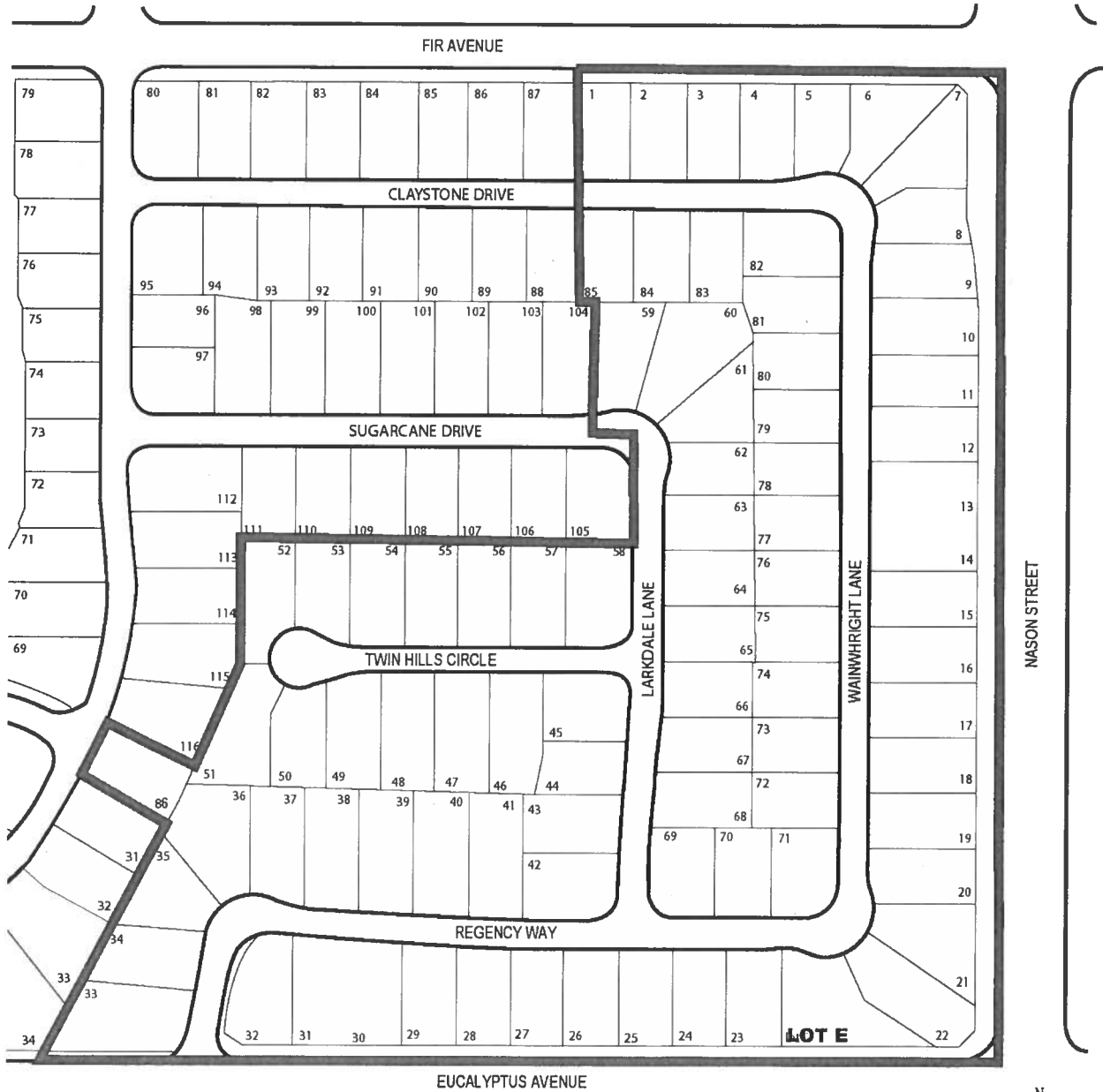
Signer Is Representing:

Attachment: Maint Agmt - PA03-0065 (TR 31305) (2867 : PA03-0065 (TR 31305) - APPROVAL OF MAINTENANCE AGREEMENT)

EXHIBIT "A"

Association Property

Lot E of Tract No. 31305



ATHENS

Site Plan
TRACT 31305



650 ATHENS: 08/11/17

Attachment: Maint Agmt - PA03-0065 (TR 31305) (2867 : PA03-0065 (TR 31305) – APPROVAL OF MAINTENANCE AGREEMENT)

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; specifically, located on Lot E of Tract 31305.

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

For a minimum period of one (1) year (“**Establishment Period**”), following completion of the initial material installation including completion of the landscape and irrigation improvements by Association, Association will be responsible for the care and maintenance of all material and improvements. Association’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 7** 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 7** of this Agreement (or such other address of which Association shall have previously notified the City in writing in accordance with **Section 7** 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 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 water quality basin, and replacement of basin soil as necessary. The location of the Association Property is identified in the Declaration.

W:\WQMP\Stormwater Maintenance Cov\Maint Agreement Boiler 012317.doc

Attachment: Maint Agmt - PA03-0065 (TR 31305) (2867 : PA03-0065 (TR 31305) – APPROVAL OF MAINTENANCE AGREEMENT)



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, Public Works Director/City Engineer

AGENDA DATE: December 5, 2017

TITLE: PA03-0065 (TR 31305) – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF FIR AVENUE FROM NASON STREET TO 600 FEET WEST OF NASON STREET FOR THE RECONSTRUCTION OF FIR AVENUE FROM DECEMBER 15, 2017 – JANUARY 12, 2018. DEVELOPER: RSI COMMUNITIES LLC

RECOMMENDED ACTION

Recommendation:

1. Authorize a full Road Closure of Fir Avenue from Nason Street to 600 feet west of Nason Street for the reconstruction of Fir Avenue from December 15, 2017 – January 12, 2018.
2. Authorize the Public Works Director and City Engineer to approve a one-time extension, if needed, of the road closure for a period not to exceed 14 calendar days.

SUMMARY

On August 26, 2004, the Planning Commission of the City of Moreno Valley approved project PA03-0065 (TR 31305). The project is for the development of 87 single-family residential lots on approximately 23 acres located on the eastside of Nason Street between Eucalyptus Avenue and Fir Avenue.

RSI Communities LLC has submitted the Agreement and Security for Public Improvements. The developer is required to construct a new eastbound half street plus a 12-foot wide westbound lane along Fir Avenue west of Nason Street which will also require the demolishing of the existing two-lane road.

DISCUSSION

The road closure was initially approved at the August 15, 2017 City Council meeting and scheduled for closure from August 31, 2017 to September 30, 2017. Subsequent to the road closure approval, the developer notified the City that there were design and construction challenges that were preventing the improvement work from taking place. Specifically, a major natural gas line crossing over the proposed improvements posed a physical challenge in reaching the area of work. In addition, higher than anticipated drainage flows required a redesign of the proposed storm drain. The road closure is proposed to occur during winter break in an effort to reduce the traffic impacts on the surrounding schools and community.

RSI Communities LLC is requesting a full road closure of Fir Avenue from Nason Street to 600 feet west of Nason Street for the reconstruction of Fir Avenue. The road closure will be for twenty-eight (28) days. The request for the road closure is due to major improvement work including, but not limited to, excavation of road and raising the street grade by approximately 10 feet, removal of existing asphalt concrete, the installation of storm drain laterals, catch basins, street lights, asphalt base, asphalt concrete, sidewalk, curb & gutter, and striping. All of the work will be reviewed by inspectors from the City of Moreno Valley. It is anticipated that the road will be open to traffic on or before January 12, 2018.

The road closure will not adversely affect the ingress or egress of any of the neighboring properties although it does require some detouring. City staff does require the developer to contact/notify all potentially affected property owners of the closure dates. The developer is required to contact the Moreno Valley Unified School District (MVUSD) concerning parking, school hours, and pedestrian access. The road closure/detour plan has been approved by the City Traffic Engineer.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as this alternative will allow the demolishing of Fir Avenue for major improvement work required and expedite the re-opening of Fir Avenue for public use.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as this alternative would result in no road closure, would prolong the construction schedule, and result in a less safe work environment.*

FISCAL IMPACT

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

NOTIFICATION

The approved traffic control/detour plan requires the contractor to give notification to the Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Authority, Waste Management, MVUSD, Valley High School, Mountain View Middle School, and affected businesses and residents. The public will be notified by special roadside signage showing the dates of closure and detour signs.

PREPARATION OF STAFF REPORT

Prepared By:
Vince Girón
Associate Engineer

Department Head Approval:
Rick C. Hartmann
Acting Public Works Director

Concurred By:
Michael D. Lloyd, P.E.
Engineering Division Manager/Interim City Engineer

Concurred By:
Eric Lewis
Transportation Division Manager/
City Traffic Engineer

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

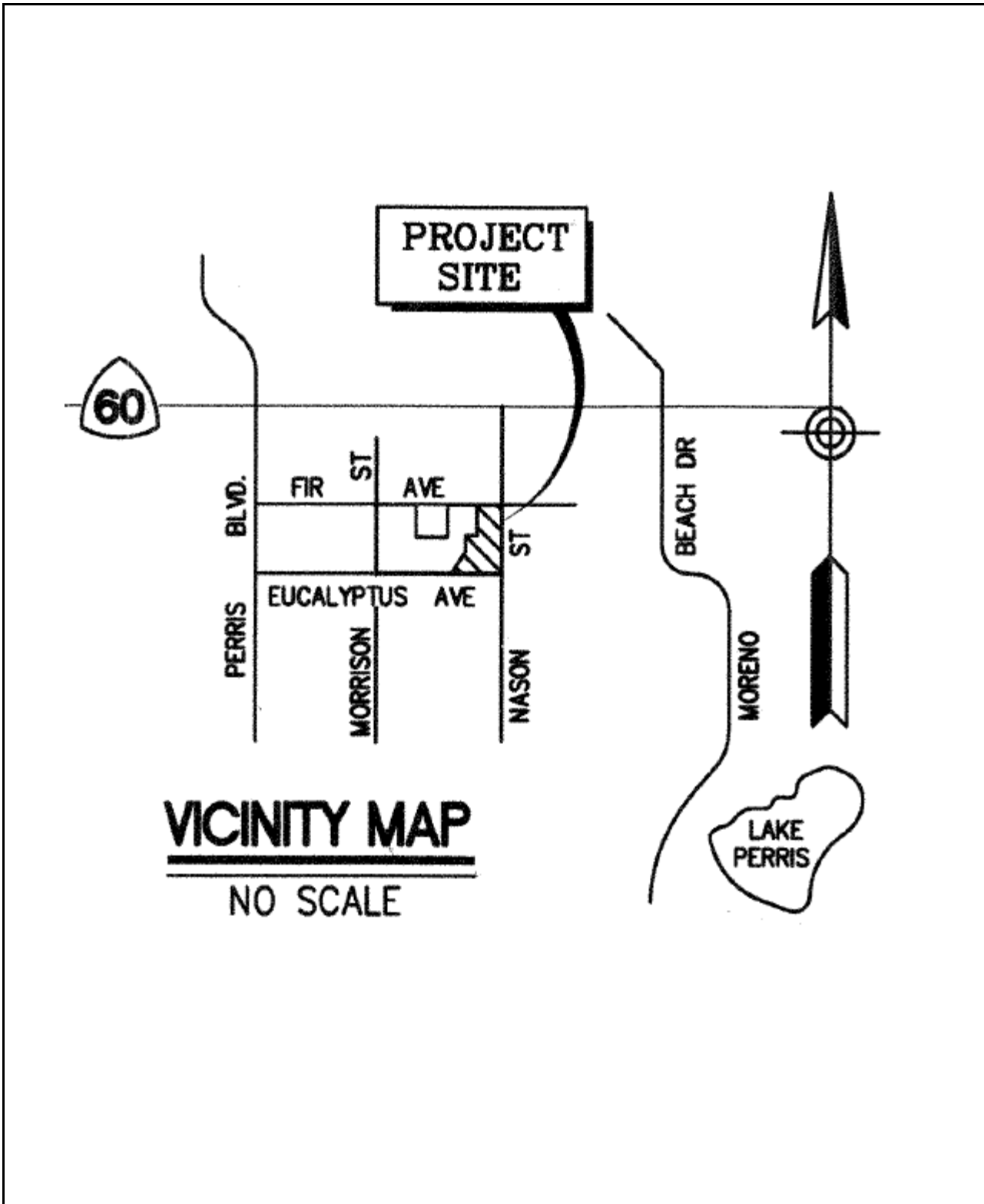
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

1. Vicinity Map - PA03-0065 (TR 31305) Road Closure
2. Detour Map - PA03-0065 (TR 31305) Road Closure
3. GIS Ortho Map - PA03-0065 (TR 31305) Road Closure

APPROVALS

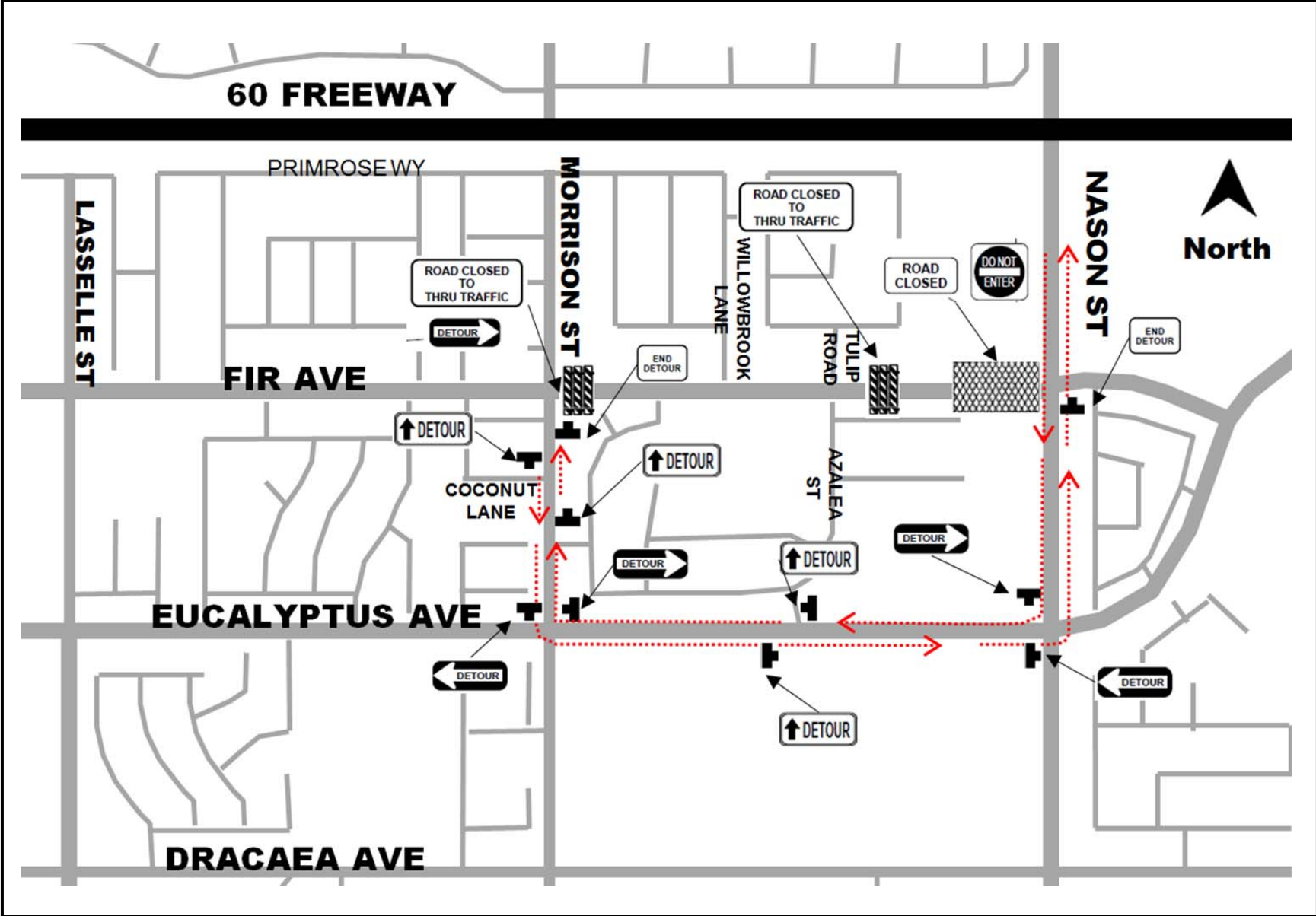
Budget Officer Approval	<u>✓ Approved</u>	11/22/17 12:30 PM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 12:35 PM
City Manager Approval	<u>✓ Approved</u>	11/22/17 1:13 PM



CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT
LAND DEVELOPMENT DIVISION

PA03-0065
TR 31305

Attachment: Vicinity Map - PA03-0065 (TR 31305) Road Closure (2877 : PA03-0065 (TR 31305) - REQUEST TO CONDUCT A FULL ROAD

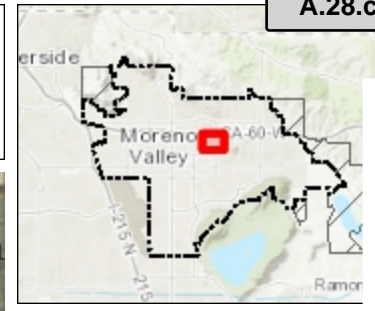


CITY OF MORENO VALLEY
 PUBLIC WORKS
 LAND DEVELOPMENT

PA03-0065 (TR 31305)
 DETOUR MAP

Attachment: Detour Map - PA03-0065 (TR 31305) Road Closure (2877 : PA03-0065 (TR 31305) - REQUEST

TR 31305 FIR AVENUE ROAD CLOSURE



Legend

- Public Facilities
 - Public Facilities
 - ★ Fire Stations
- Parcels
- ⊞ City Boundary
- ⊞ Sphere of Influence

1,261.9 0 630.96 1,261.9 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

Print Date: 7/24/2017

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

Notes

Attachment: GIS Ortho Map - PA03-0065 (TR 31305) Road Closure (2877 : PA03-0065 (TR 31305) -



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, Public Works Director/City Engineer

AGENDA DATE: December 5, 2017

TITLE: TRACT 22709-1 - ADOPT RESOLUTION NO. 2017-XX
ACCEPTING MAINTENANCE EASEMENTS DD AND EE
OF TRACT MAP 22709-1

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution 2017-XX. A Resolution of the City Council of the City of Moreno Valley, California, Accepting Maintenance Easements for Lots DD and EE of Tract Map 22709-1.
2. Direct the City Clerk to certify the acceptance of said easements and cause said certification to be recorded in the Office of the Recorder of the County of Riverside together with said Resolution.

SUMMARY

Offers of dedication for maintenance easements have been made to the City via the recorded map for Tract 22709-1. These outstanding offers must be accepted by City Council Resolution in order for the City to utilize the easements for maintenance. Therefore, staff recommends adoption of the Resolution thus accepting the offers of dedication. There is no cost to the City in accepting the offers of dedication.

DISCUSSION

Tract Map 22709-1 offered maintenance easements for Lots DD and EE and were not accepted by the City at the time of recordation of the map. To date, the maintenance easements have not been accepted by the City. On January 13, 2004, the City entered a maintenance agreement with Promontory Park MV Owners Association. The terms of the maintenance agreement requires the City to maintain landscaping and the drainage channel within Lots DD and EE of Tract Map 22709-1. The developer has completed its

maintenance period of the lots, received necessary permits, and the City is now prepared to assume maintenance per the agreement. In order for the City to fulfill the terms of the agreement, the maintenance easements offered for Lots DD and EE on Tract Map 22709-1 need to be accepted by the City.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative because it will allow the City to accept the maintenance easements and maintain the lots per previous agreement.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative because it will result in unaccepted easements that cannot be utilized for maintenance.*

FISCAL IMPACT

There is no cost to the City for accepting the maintenance easements. The easements will be maintained by funds collected for this purpose. The cost to maintain the landscape and irrigation improvements will be funded by Community Services District Zone E-8 parcel charges.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Michael D. Lloyd, P.E.
Engineering Division Manager/Interim City Engineer

Department Head Approval:
Rick C. Hartmann
Acting Public Works Director

Concurred By:
Candace Cassel
Special Districts Division Manager

Concurred By:
Robert Lemon
Maintenance & Operations 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. Resolution 2017-XX
- 2. Exhibit A to Resolution 2017-XX

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/16/17 8:20 AM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 9:44 AM
City Manager Approval	<u>✓ Approved</u>	11/22/17 11:56 AM

RESOLUTION NO. 2017-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACCEPTING MAINTENANCE EASEMENTS FOR LOTS DD AND EE OF TRACT MAP 22709-1

WHEREAS, each parcel of the real property hereafter described was heretofore a portion of the real property offered for dedication to use for maintenance purposes, which said offers of dedication have not heretofore been accepted by the City Council; and offers of dedication of Lots DD and EE of Tract Map 22709-1 are more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, public convenience and welfare now require the use by the public of the above described real property for maintenance purposes; and

WHEREAS, the above described property is only a portion of the property offered for dedication and the remaining unaccepted portions of the offers of dedication shall be available for acceptance by future action of the City Council.

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

1. The property described herein as Lots DD and EE of Tract Map 22709-1 is hereby accepted for maintenance purposes.
2. The City Clerk shall certify to the acceptance of said property and cause said certification to be recorded in the Office of the Recorder of the County of Riverside together with this Resolution.

APPROVED AND ADOPTED this 5th day of December 2017.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Resolution 2017-XX (2878 : ADOPT RESOLUTION NO. 2017-XX ACCEPTING MAINTENANCE EASEMENTS)

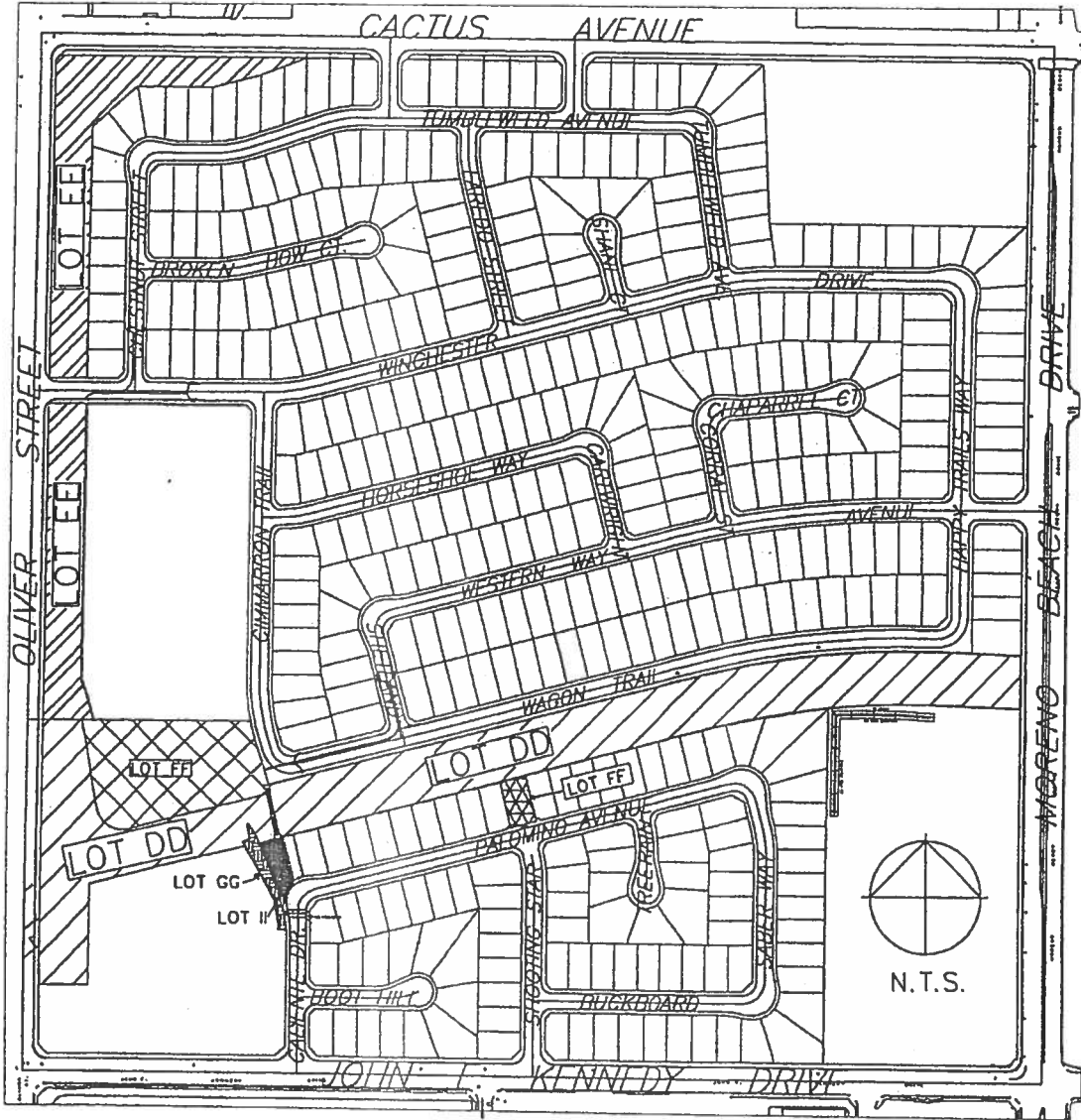
RESOLUTION JURAT

[Clerk's office will prepare]

[NOTE: Any attachments or exhibits to this resolution should follow this jurat.]

Attachment: Resolution 2017-XX (2878 : ADOPT RESOLUTION NO. 2017-XX ACCEPTING MAINTENANCE EASEMENTS)

EXHIBIT "A"



ASSOCIATION PROPERTY & MAINTENANCE AREAS

LEGEND

TRACT 22709

TRACT 22709-1

LOT "FF"



LOT "DD"



LOT "FF"



LOT "II"



LOT "EE"



LOT "GG"



2003-401934
ORIGINAL

IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 1 OF 13 SHEETS

TRACT NO. 22709-1

BEING A DIVISION OF THE SOUTHEAST 1/4 OF SECTION 15
T.3S. R.3W. S.B.M.

WINCHESTER ASSOCIATES, INC.

FEBRUARY 2003

RECORDER'S STATEMENT

FILED THIS 14th DAY OF March, 2003 AT 8:44 AM
IN BOOK 3228 OF MAPS AT PAGES 31-43
AT THE REQUEST OF THE CITY CLERK OF MORENO VALLEY
NO. 2003-401934
FEE: \$324.00
GARY L. ORSO, COUNTY ASSESSOR - CLERK - RECORDER
BY: Allice Reed, DEPUTY
SUBDIVISION GUARANTEE: CHICAGO TITLE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNER OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDERLINE. WE HEREBY DEDICATE TO PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS "A" THROUGH "V" INCLUSIVE, AND LOT "W" FOR PARK AND RECREATION PURPOSES. WE HEREBY RESERVE UNTO OURSELVES, HEIRS, SUCCESSORS AND ASSIGNS LOTS "D", "E", "F", "G" AND "H". WE HEREBY DEDICATE TO THE PUBLIC EASEMENTS OVER LOTS "D", "E", "F" AND "G" AND "I" FOR MAINTENANCE PURPOSES. WE ALSO HEREBY DEDICATE TO THE PUBLIC THE LANDSCAPE EASEMENTS AND THE EQUESTRIAN EASEMENTS SHOWN HEREON. WE ALSO HEREBY DEDICATE TO THE PUBLIC AN EASEMENT SHOWN HEREON ACROSS LOTS "F", "I" AND "D" FOR PUBLIC ACCESS PURPOSES.

WESTERN PACIFIC HOUSING, INC., A DELAWARE CORPORATION
Chris Chambers 4/29/03
VICE PRESIDENT
Jon Myhre 4/29/03
VICE PRESIDENT

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Riverside) s.s.
ON THIS 29th DAY OF April, 2003, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Chris Chambers & Jon Myhre, PERSONALLY KNOWN TO ME (OR 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 PERSONS ACTED, EXECUTED THE INSTRUMENT.
WITNESS MY HAND AND OFFICIAL SEAL
Wendell Calera
My Commission Expires December 19, 2005

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Riverside) s.s.
ON THIS 29th DAY OF April, 2003, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Chris Chambers & Jon Myhre, PERSONALLY KNOWN TO ME (OR 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 PERSONS ACTED, EXECUTED THE INSTRUMENT.
WITNESS MY HAND AND OFFICIAL SEAL

SOILS REPORT

A PRELIMINARY SOILS REPORT WAS PREPARED BY HIGHLAND SOILS ENGINEERING, INC. ON THE 31 ST DAY OF MAY, 1989 AS REQUIRED BY THE HEALTH AND SAFETY CODE.

CITY CLERK'S STATEMENT

THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, STATE OF CALIFORNIA, BY ITS CITY CLERK, ALICE REED, HEREBY APPROVES THIS TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON SUBJECT TO THE COMPLETION OF IMPROVEMENTS FOR STREET AND PUBLIC UTILITY PURPOSES LOTS "A" THROUGH "V", INCLUSIVE, MADE HEREON FOR PUBLIC ROAD AND AND PUBLIC UTILITY PURPOSES, AND AS A PART OF THE CITY MAINTAINED ROAD SYSTEM, AND ALSO ACCEPTS LOT "W" FOR PARK AND RECREATION PURPOSES SUBJECT TO THE COMPLETION OF IMPROVEMENTS FOR THE PARK. WE ALSO HEREBY ACCEPT THE LANDSCAPE EASEMENTS MADE HEREON SUBJECT TO THE COMPLETION OF THE IMPROVEMENTS. WE ALSO HEREBY ACCEPT THE PUBLIC ACCESS EASEMENTS MADE HEREON SUBJECT TO THE COMPLETION OF THE IMPROVEMENTS.

DATED 5/29/03 BY: Allice Reed
CITY CLERK OF THE CITY OF MORENO VALLEY
ALICE REED

CITY ENGINEER'S STATEMENT

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OR TRACT MAP 22709 AS FILED, AMENDED, AND APPROVED BY THE CITY COUNCIL ON _____, 1997 THE EXPIRATION DATE BEING _____ AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED: 5/29/03 BY: Trent Pulliam
Trent Pulliam, P.E. 20517 (Exp. 9/30/05)
CITY ENGINEER, CITY OF MORENO VALLEY

SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF FIVE (5) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING 1989; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

David J. Slavson 4-28-03
DAVID SLAVSON'S 4724
EXPIRES 09-30-03



TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES. #4

DATED June 1, 2003
Pauline Marie Brown, County Tax Collector
BY: Angela Gaud, DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$-0- HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE COUNTY MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED June 2, 2003
CASH TAX BOND
PAUL MCDONNELL, COUNTY TAX COLLECTOR
NAME: ROMERO BY: [Signature]
CLERK OF THE BOARD OF SUPERVISORS DEPUTY
BY: [Signature], DEPUTY

EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$0 - Included in Map # 22709

Attachment: Exhibit A to Resolution 2017-XX (2878 : ADOPT RESOLUTION NO. 2017-XX ACCEPTING MAINTENANCE EASEMENTS)



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, Public Works Director/City Engineer

AGENDA DATE: December 5, 2017

TITLE: P15-066 (TRACT 36933) – APPROVE TRACT MAP 36933 LOCATED ON THE SOUTH SIDE OF EUCALYPTUS AVENUE AT FIR AVENUE. DEVELOPER: BEAZER HOMES HOLDINGS CORP.

RECOMMENDED ACTION

Recommendations:

1. Approve Tract Map 36933 subject to the completion of a public improvement agreement as approved by the Public Works Director and City Engineer.
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

SUMMARY

This report recommends approval of Tract Map 36933, which is owned by Beazer Homes Holdings Corp. The project is located on the south side of Eucalyptus Avenue at Fir Avenue.

DISCUSSION

On March 24, 2016, the Planning Commission of the City of Moreno Valley approved project P15-016 (Tentative Tract Map 36933). The developer proposes to subdivide a 29 acre parcel of land into 275 single-family residential lots located on the south side of Eucalyptus Avenue at Fir Avenue. The surrounding public infrastructure is mostly complete and only minor improvements are needed, such as: a traffic signal modification, a raised median, driveway approaches, and utility laterals tie-ins.

Tract Map 36933 is in substantial conformance with the approved tentative map. The Conditions of Approval have been met for map recordation. The developer is in the

process of completing an Agreement for Public Improvements with the City and has requested that the map be approved for recordation subject to the approval of the public improvement agreement as approved by the Public Works Director and City Engineer.

ENVIRONMENTAL

On March 4, 2016, the Planning Commission of the City of Moreno Valley certified a Mitigated Negative Declaration, with the implementation of mitigation measures, in accordance with the latest edition of the California Environmental Quality Act (CEQA) Guidelines and determined the project will not result in any significant effect on the environment.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow the project to move forward with development of 275 single-family residential lots within the site.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *This alternative will not allow the owner to subdivide the site in order to build 275 single-family residential lots.*

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Vince Girón
Associate Engineer

Department Head Approval:
Rick C. Hartmann
Acting Public Works Director

Concurred By:
Michael D. Lloyd, P.E.
Engineering Division Manager/Interim City Engineer

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

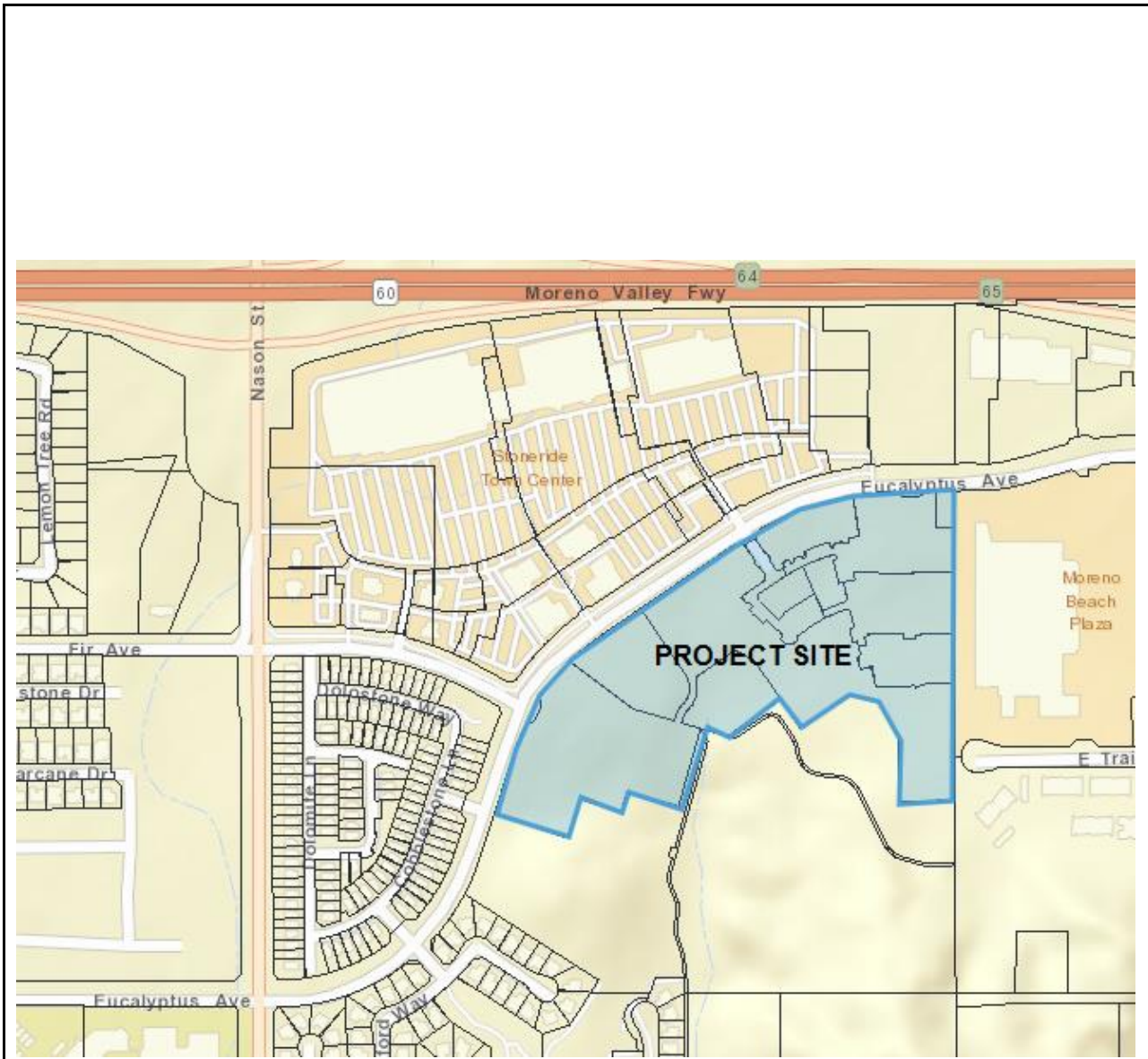
Objective 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

- 1. Vicinity Map - P15-066 (TR 36933)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/15/17 11:45 AM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 11:58 AM
City Manager Approval	<u>✓ Approved</u>	11/22/17 12:03 PM



CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT
LAND DEVELOPMENT DIVISION

P15-066
TR 36933

Attachment: Vicinity Map - P15-066 (TR 36933) (2882 : P15-066 (TRACT 36933) – APPROVE TRACT MAP 36933 LOCATED AT)



Report to City Council

TO: Mayor and City Council

FROM: Joel Ontiveros, Chief of Police

AGENDA DATE: December 5, 2017

TITLE: REQUEST TO PURCHASE EXERCISE EQUIPMENT FOR PUBLIC SAFETY BUILDING EXERCISE ROOM USING ASSET FORFEITURE FUNDING

RECOMMENDED ACTION

Recommendation:

Approve the purchase of new cardiovascular exercise equipment, replacing existing equipment located in the exercise room at the Moreno Valley Public Safety Building. Asset Forfeiture funding will be used to cover the costs of this purchase.

SUMMARY

This report recommends the City Council authorize the Moreno Valley Police Department to replace existing cardiovascular exercise equipment located in the exercise room at the Public Safety Building with new, updated equipment. Quotes were obtained from three vendors, with prices ranging from approximately \$13,194.00 to \$17,528.20. The funding source to purchase these items will be the Asset Forfeiture Fund account held by the County of Riverside.

DISCUSSION

The Moreno Valley Public Safety Building serves the Moreno Valley Police Department and the Moreno Valley Fire Administration Office. The PSB also houses an exercise gym, located in the southeast area of the building. It contains a variety of exercise equipment including, but not limited to; free weights, heavy punching back, weighted exercise balls and cardiovascular equipment. The exercise room and its equipment are used throughout the day and are available for use by all employees of the City of

Moreno Valley and its volunteers. Currently the gym contains cardiovascular equipment including two treadmills, two stationary bicycles and one life cycle.

The treadmills were purchased and placed into service in June, 2011, with the stationary bicycles and life cycle placed into service in April, 2011. Due to the continuous use of these items, several mechanical issues have occurred, which necessitate their replacement.

Some of the mechanical issues regarding the treadmills include a torn running belt and the unexpected shut down of the treadmill motor at speeds greater than 7.0. mph. These issues, including the occasional failure of the treadmill to turn on have rendered the treadmills functionally deficient. Based on the age of the equipment, the warranties have long since expired and the model discontinued. As a result, the estimated costs for repair have been determined not fiscally sound. The life cycle is not used and therefore no longer needed.

Users of the exercise room were polled regarding equipment desired. Of most importance is the replacement of the two existing treadmills, the addition of a low impact elliptical and a stationary rowing device. Users recommended the removal of the unused life cycle and some minor relocation of various weight apparatus.

ALTERNATIVES

1. The council can accept the request to purchase two treadmills, one elliptical and one rower from the lowest responsible quote utilizing Asset Forfeiture Funds. **Staff recommends this alternative.**
2. The council can reject the request to purchase the requested cardiovascular equipment, maintaining the continued use of the existing equipment. **Staff does not recommend this alternative.**

FISCAL IMPACT

The MVPD is requesting City Council to approve using asset forfeiture funding held by the County of Riverside to pay for new exercise equipment located in the Public Safety Building’s gym. Funding for this purchase will, if approved, not have any impact on the City’s General Fund budget. The budget appropriation will be as follows:

Revenue/Expenditure Appropriation

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 2017/2018 Proposed Budget Amendment
Asset Forfeiture Revenue (from County)	1010	60-65-40010-480150	Rev	\$13,194.00
Gym Equipment	1010	60-65-40010-660310	Exp	\$13,194.00

Expense				
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PREPARATION OF STAFF REPORT

Prepared By:
L. Tyler Clark
Lieutenant

Department Head Approval:
Joel Ontiveros
Chief of Police

Concurred By:
Felicia London
Public Safety Contracts Administrator

CITY COUNCIL GOALS

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

CITY COUNCIL STRATEGIC PRIORITIES

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

ATTACHMENTS

- 1. Matrix Quote
- 2. Foundation Fitness Quote
- 3. OPT-FIT Quote

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/01/17 7:49 AM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 12:51 PM
City Manager Approval	<u>✓ Approved</u>	11/22/17 1:04 PM

QUOTE

MATRIX

Date: 06/27/2017
Quote #: QUO-17075-B8P5W4
Expires On: 07/27/2017

Primary Sales Contact

Jim Goulding
P: 626-975-8777 F: 608-839-3545
jim.goulding@johnsonfit.com

Alternate Sales Contact

Ruth Fredenberg
P: (608) 839-3737 F: (608) 839-3779
ruth.fredenberg@matrixfitness.com

Bill To:

Moreno Valley Police Department
22850 call de San Juan de Los Lagos
Moreno Valley, CA 92553
US

Ship To:

Moreno Valley Police Department
22850 call de San Juan de Los Lagos
Moreno Valley, CA 92553
US

Comments:

Matrix products come with a three years parts and labor warranty.

Shipping Notes:

- Strength Frame Color: Polarized Titanium

Qty	Model Number	Description	List Price	Net Unit Price	Ext. Price
2	T5X-07	Treadmill T5X-07	\$8,995.00	\$4,048.00	\$8,096.00
1	E5X-05	Elliptical E5X-05	\$6,995.00	\$3,498.00	\$3,498.00
1	ROWER-02	Matrix Rower	\$1,895.00	\$972.00	\$972.00

List Price Total	\$26,880.00	Equipment Sales Price	\$12,566.00
Customer Savings	\$14,314.00	FRT/ASM/DEL	\$1,256.00
		Freight Discount	(\$628.00)

Customer Subtotal (before tax)	\$13,194.00
Tax (Estimated,subject to change)	\$0.00
Total Amount Due (USD)(including tax)	\$13,194.00

Attachment: Matrix Quote (2861) : REQUEST TO PURCHASE EXERCISE EQUIPMENT FOR PUBLIC SAFETY BUILDING EXERCISE ROOM USING

Sign Below to accept this order and acknowledge receipt and acceptance of the JHTNA Terms and Conditions of the sale, and the JHTNA Electrical (treadmill only) & cabling (entertainment only) requirements and the JHTNA Strategic Partner Warranty

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - FREIGHT QUOTES ARE SUBJECT TO CHANGE BASED ON INFORMATION CONTAINED IN THE SITE SURVEY - ADDITIONAL CHARGES MAY APPLY

Payments must be made payable to:
Johnson Health Tech North America Inc

USPS only
Johnson Health Tech NA Inc
27829 Network Place
Chicago, IL 60673-1278

Fed-Ex, UPS, etc
JPMorgan Chase
c/o Johnson Health Tech NA Inc. LBX # 27829
131 S. Dearborn, 6th Floor
Chicago, IL 60603

Payment Terms: 100% PTS

Signature: _____

Print Name: _____

Facility Name: _____

Date of Acceptance: _____

Deposit Amount: _____

Please initial that you have received a full copy of the 'Terms and Conditions', and that you accept those terms.

NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS THAT MAY BE CONTAINED IN PURCHASER'S PURCHASE ORDER, IF ANY, THIS ACCEPTANCE OF PURCHASER'S ORDER IS EXPRESSLY CONDITIONED UPON PURCHASER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND TO THE ATTACHED TERMS AND CONDITIONS (COLLECTIVELY, THE "AGREEMENT"). IN THE EVENT THAT ANY OF THE TERMS OR CONDITIONS SET FORTH IN THE AGREEMENT CONFLICT OR ARE INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN PURCHASER'S PURCHASE ORDER, THEN PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT SHALL SUPERSEDE AND CONTROL THIS TRANSACTION.

Attachment: Matrix Quote (2861) : REQUEST TO PURCHASE EXERCISE EQUIPMENT FOR PUBLIC SAFETY BUILDING EXERCISE ROOM USING

JHTNA TERMS AND CONDITIONS OF SALE

1. **Acceptance and Governing Provisions.** This writing constitutes an offer by Johnson Health Tech North America, Inc., a Wisconsin corporation ("JHTNA"), to sell the products and/or services described herein (collectively, the "Goods") to the purchaser to which it is addressed (the "Purchaser"), subject to the terms and conditions set forth on the face and reverse sides hereof and as set forth in the attached JHTNA Order and the attached JHTNA Electrical (Treadmill Only) & Cabling (Entertainment Only) Requirements (collectively, the "Agreement"). Acceptance of this Agreement is limited to said terms and conditions; and JHTNA hereby objects to any additional and/or different terms which may be contained in any of Purchaser's purchase order, acknowledgment or other forms, or in any other correspondence from Purchaser. In the event that any of the terms or conditions set forth in the Agreement conflict or are inconsistent with any of the terms or conditions contained in Purchaser's purchase order, acknowledgment, other forms, or in any other correspondence from Purchaser, then Purchaser expressly acknowledges and agrees that the terms and conditions set forth in the Agreement shall supersede and control this transaction. This offer expires 30 days from its date or upon JHTNA's prior written notification thereof to Purchaser, unless Goods are subsequently shipped by JHTNA and accepted by Purchaser. All contracts are subject to acceptance by JHTNA only at Cottage Grove, WI, and sales, however ordered, are understood to be fully made and consummated at Cottage Grove, WI.

2. **Payment.** 100% of the purchase price is due and must be received by JHTNA before shipment of the Goods, unless Purchaser has been approved for open credit. To apply for open credit, Purchaser must complete the JHTNA Credit Application and submit to accounts.recievable@johnsonfit.com for review and approval, JHTNA will determine credit based on D&B and Credit Safe Reports in addition to reference checking and review of complete Financials of Purchaser if credit reports and references are incomplete. Except as otherwise provided for herein, Purchaser shall pay the invoices in full, without deduction or set-off for any reason, in accordance with the payment terms set forth herein and in the invoices. Any amounts not received by JHTNA within 30 days of Purchaser's receipt of JHTNA's invoice shall be past due. Interest shall be payable at the rate of 18% per year (but not more than the highest rate permitted by applicable law) on all amounts past due. In the event JHTNA's invoice is not paid according to the terms herein or in the invoice, Purchaser agrees to pay all costs of collection before and after judgment, including actual attorneys' fees. If in JHTNA's sole judgment a Purchaser's financial condition at any time does not justify selling to Purchaser on open account, JHTNA may require full payment in advance before proceeding with the order. If Purchaser defaults in any payment when due, then the entire purchase price shall become immediately due and payable in full or JHTNA may at its option, without prejudice to other lawful remedies, defer delivery or cancel the order.

3. **Taxes and Other Charges.** Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between JHTNA and Purchaser shall be paid by Purchaser in addition to the prices quoted or invoiced. In the event JHTNA is required to pay any such tax, fee or charge, Purchaser shall immediately reimburse JHTNA therefore upon demand by JHTNA.

4. **Delivery, Claims and Force Majeure.** Delivery of products to a carrier at JHTNA's facility or other loading point designated by JHTNA shall constitute delivery of title to Purchaser; and regardless of shipping terms or freight payment, all risk of loss or damage in transit shall be borne by Purchaser. JHTNA reserves the right to make delivery in installments; all such installments shall be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

Claims for shortages or other errors in delivery must be made in writing to JHTNA within 5 business days after Purchaser's receipt of shipment; and Purchaser's failure to give such written notice to JHTNA shall constitute the unqualified acceptance of, and a waiver of all such claims by, Purchaser. Claims for loss or damage to Goods in transit shall be made to the carrier and not to JHTNA.

Purchaser's request for delivery reschedules shall be subject to JHTNA's prior written approval and 30 days prior written notice.

All delivery dates of JHTNA are approximate. Further, JHTNA shall not be liable for any damage, loss, liability or expense as a result of any delay or failure to deliver due to any cause beyond JHTNA's reasonable control, including, without limitation, any act of God, act of the Purchaser, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay. Purchaser's exclusive remedy for such delays and for JHTNA's inability to deliver for any reason shall be rescission of the affected order by Purchaser providing written notice to JHTNA of Purchaser's decision to rescind the order prior to delivery of the Goods.

5. **Cancellation or Modification.** Purchaser may cancel its order, reduce quantities, revise specifications or extend scheduled delivery only upon terms accepted by JHTNA in writing. In no event shall Purchaser cancel or modify its order after delivery of the Goods. Purchaser shall compensate JHTNA for all damages resulting therefrom, including, but not limited to, out-of-pocket expenses and loss of profit and allocable overhead. Minimum order quantities and quantity discounts shall be applied to approved reduced quantities and current pricing shall be applied to revised specifications and rescheduled deliveries.

6. **Changes.** JHTNA may at any time make such changes in design and construction of products as shall constitute an improvement in the judgment of JHTNA. JHTNA may furnish suitable substitutes for materials unobtainable or rendered economically or otherwise impractical because of priorities or regulations established by governmental authority, nonavailability or shortages of materials from suppliers or price changes.

7. **Warranties.** JHTNA warrants products manufactured by it and supplied hereunder to be free from defects in materials and workmanship, under normal use and service for a time period in accordance with JHTNA's published warranty for the product then in effect at the time the order is placed. If within the applicable warranty period any such product shall be proved to JHTNA's satisfaction to be nonconforming due to a manufacturer's defect in materials or workmanship, such product shall be repaired or replaced at JHTNA's option. Such repair or replacement shall be JHTNA's sole obligation and Purchaser's exclusive remedy hereunder and shall be conditioned upon JHTNA's receiving written notice of any alleged defect within 10 days after its discovery and, at JHTNA's option, return of such product(s) to JHTNA, FOB JHTNA's designated location.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED; AND JHTNA EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Any description of the products, whether in writing or made orally by JHTNA or JHTNA's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Purchaser's order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by JHTNA or JHTNA's agents regarding use, application or suitability of the products shall not be construed as an express warranty.

8. **Returns.** Products may be returned to JHTNA only when JHTNA's written permission shall be obtained by Purchaser in advance and upon JHTNA's issuance of an RMA number. Returned products must be fully insured by Purchaser up to the purchase price and securely packaged to reach JHTNA without damage, and any cost incurred by JHTNA to put products into marketable condition will be charged to Purchaser.

9. **Patents, Trademarks and Copyrights.** JHTNA will, at its own expense, defend any suits that may be instituted by anyone against Purchaser for alleged infringement of any United States patent, trademark or copyright relating to any products manufactured and furnished by JHTNA hereunder, if such alleged infringement consists of the use of such products, or parts thereof, in Purchaser's business for any of the purposes for which the same were sold by JHTNA, and provided Purchaser shall have made all payments then due hereunder and shall give JHTNA immediate notice in writing of any such suit and transmit to JHTNA immediately upon receipt all processes and papers served upon Purchaser and permit JHTNA through its counsel, either in the name of Purchaser or in the name of JHTNA, to defend the same and give all needed information, assistance and authority to enable JHTNA to do so. If such products are in such suit held in and of themselves to infringe any valid United States patent, trademark or copyright, then: (a) JHTNA will pay any final award of damages in such suit attributable to such infringement, and (b) if in such suit use of such products by Purchaser is permanently enjoined by reason of such infringement, JHTNA shall, at its own expense and at its sole option, either (i) procure for Purchaser the right to continue using the products, (ii) modify the products to render them noninfringing, (iii) replace the products with noninfringing goods, or (iv) refund the purchase price and the transportation costs paid by Purchaser for the products.

Notwithstanding the foregoing, JHTNA shall not be responsible for any compromise or settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods or materials not furnished by JHTNA. The foregoing states the entire liability of JHTNA for infringement, and in no event shall JHTNA be liable for consequential damages attributable to an infringement.

As to any products furnished by JHTNA to Purchaser manufactured in accordance with drawings, designs or specifications proposed or furnished by Purchaser or any claim of contributory infringement resulting from the use or resale by Purchaser of products sold hereunder, JHTNA shall not be liable, and Purchaser shall indemnify and defend JHTNA against any damages, liability or expenses arising out of any claim made against JHTNA for any and all patent, trademark or copyright infringements.

10. **Consequential Damages and Other Liability; Indemnity.** JHTNA's liability hereunder and with respect to the Goods sold hereunder shall be limited to the warranty referred to in section 7 hereof, and, with respect to other performance of this Agreement, shall in no event exceed the total of the amounts paid to JHTNA by Purchaser.

JHTNA SHALL IN NO EVENT BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF JHTNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT, NOR SHALL JHTNA BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY JHTNA, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS HEREUNDER OR RELATING THERETO.

Without limiting the generality of the foregoing, JHTNA specifically disclaims any liability for property or personal injury damages, including without limitation, death or disability, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, cost of substitute products, facilities or services, downtime, shutdown or slowdown costs, or for any other types of economic loss, and for claims of Purchaser's customers or any third party for any such damages. Purchaser shall indemnify JHTNA against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defending any action) which JHTNA may incur as a result of any claim by Purchaser or others arising out of or in connection with the Goods sold hereunder and based on product or service defects not proven to have been caused solely by JHTNA's negligence.

11. **Security Agreement.** This Agreement constitutes a Security Agreement between Purchaser, as Debtor, and JHTNA, as Secured Party, pursuant to Article 9 of the Uniform Commercial Code ("UCC"). Purchaser hereby grants to JHTNA a security interest, including without limitation, a first priority, purchase-money security interest, in and to a of the Goods manufactured, sold or provided by or on behalf of JHTNA to Purchaser pursuant to this Agreement, including without limitation, all fitness equipment, exercise equipment, replacement parts, accessories, and supplies (collectively, the "Equipment"), wherever located and whenever acquired, and further including without limitation, all proceeds thereof, including without limitation, all insurance proceeds and other proceeds thereof (collectively, the "Proceeds"), as security for Purchaser's obligation to pay for the Equipment and Purchaser's other obligations under this Agreement. Purchaser further authorizes JHTNA to file any UCC financing statements and amendments thereto or other instruments and to do all things deemed by JHTNA in its sole discretion necessary to attach and perfect JHTNA'S security interest in the Equipment and the Proceeds thereof under this Agreement.

Upon the occurrence of an event of default by Purchaser, including without limitation, a payment default under this Agreement, then JHTNA may, without notice or demand, exercise in any jurisdiction in which enforcement is sought, all of its rights and remedies under this Agreement, all rights and remedies of a secured party under the UCC, and all other rights and remedies available to JHTNA under applicable law, with all such rights and remedies cumulative and enforceable alternatively, successively or concurrently, including without limitation: (a) declaring all amounts due JHTNA by Purchaser to be immediately due and payable in full and the same shall thereon become immediately due and payable in full without demand, presentment, protest, or further notice of any kind, all of which are hereby expressly waived by Purchaser; and (b) taking possession of the Equipment, and for that purpose, entering upon any premises on which the Equipment or any part thereof may be situated and removing the same therefrom without any liability for suit, action, or other proceeding, Purchaser hereby waiving any and all rights to prior notice and to judicial hearing with respect to repossession of collateral, and/or requiring Purchaser, at Purchaser's expense, to assemble and deliver the Equipment to JHTNA or to such place or places as JHTNA may designate.

12. **Landlord's Liens.** If Purchaser leases any real property upon which the Goods sold hereunder are to be located and applicable law provides for landlord's liens to secure rent obligations, then Purchaser shall notify, and obtain a written lien waiver from, each respective landlord for such locations and provide a copy of each written lien waiver to JHTNA and confirm that the Goods sold hereunder are not subject to any such lien of such landlord(s).

13. **Technical Information.** Any sketches, models or samples submitted by JHTNA shall remain the property of JHTNA, and shall be treated as confidential information. No use or disclosure of such sketches, models and samples, or any design or production techniques revealed thereby, shall be made without the express prior written consent of JHTNA.

14. **Spacing Behind Treadmills.** Per industry safety standards (ASTM F2115 and EN ISO 20957-6), JHTNA hereby notifies Purchaser of the need to locate treadmills with a 2 meter long clear zone in the floor space behind each treadmill. The clear zone shall be at least the width of the treadmill and a minimum of 2 meters (6' 7") past the back end of the treadmill. There shall be no walls, no windows, no steps, and no other equipment placed within this clear zone. This clear zone is intended to ensure that if any user of a treadmill were ever to fall off the back of the treadmill, there will be an open and clear space behind the user so that injury may be minimized or avoided. Purchaser's failure to comply with this standard could result in injury to a treadmill user and potential liability to Purchaser. Although JHTNA is hereby expressly giving Purchaser notice of this requirement, only the Purchaser can ensure that Purchaser complies with this requirement and it is Purchaser's sole responsibility to do so. By purchasing exercise equipment from JHTNA, Purchaser accepts its responsibility to comply with this treadmill spacing requirement and all standards applicable to treadmill spacing and agrees to release JHTNA and its affiliated companies, including Johnson Health Tech Co., Ltd, and all of their officers, shareholders, employees, insurers and representatives (collectively, "the JHTNA Parties") from, and indemnify the JHTNA Parties from and against, any and all suits, claims, actions, legal proceedings, demands, losses, damages, costs and expenses, including attorneys' fees, resulting from claims for bodily injury or property damage arising out of or in any way relating to inadequate treadmill spacing, inadequate clear zones utilized behind treadmills or the failure by Purchaser to comply with industry safety standards concerning treadmill spacing.

15. **Purchaser's Property.** Any property of the Purchaser placed in JHTNA's custody for performance of this Agreement is not covered by insurance, and no risk is assumed by JHTNA in the event of loss or damage to such property by fire, water, burglary, theft, civil disorder or any accident beyond the reasonable control of JHTNA.

16. **Governing Law and Choice of Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without application of principles of conflicts of laws. With respect to any dispute, controversy or claim arising out of or relating to this Agreement, JHTNA and Purchaser agree and consent to personal jurisdiction in Wisconsin and agree that the Circuit Court of Dane County, Wisconsin and the United States District Court for the Western District of Wisconsin shall be the exclusive forums for the resolution of any such disputes, controversies or claims.

17. **Remedies Cumulative.** Any of JHTNA's remedies referred to herein shall be cumulative and in addition to such other rights and remedies as may be available under law or equity.

18. **Confidentiality.** Purchaser will keep all of the terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

19. **Entire Agreement.** This Agreement, including JHTNA's Order and JHTNA's Electrical (Treadmill Only) & Cabling (Entertainment Only) Requirement which are incorporated herein by reference, constitutes the entire, full and complete agreement between JHTNA and Purchaser with respect to the subject matter hereof. This Agreement may not be modified except by a writing evidencing such modification which is signed by both JHTNA and Purchaser.



Moreno Valley

Quote #011310

Version 1

Attachment: Foundation Fitness Quote (2861 : REQUEST TO PURCHASE EXERCISE EQUIPMENT FOR PUBLIC SAFETY BUILDING EXERCISE

Bill To: Moreno Valley Police Dept.

Mike Rowe
 marowe@riversidesheriff.org

Ship To: Moreno Valley Police Dept.
 22850 call de San Juan de Los
 Lagos
 Moreno Valley CA 92553
 (951) 505-0970
 Mike Rowe
 marowe@riversidesheriff.org

Prepared By:






Michelle Mills

Michelle Mills
 310-944-4457
 mmills@foundationfitness.net

Quote ID: 011310
Date: Wednesday, 19 July 2017
Expires: Sunday, 31 December 2017

Product

	Description	Qty	List Price	Unit Price	Extended Price
	Matrix T5X Treadmill Ac110	2	\$8,995.00	\$4,737.66	\$9,475.32
	Matrix E5X Elliptical	1	\$6,995.00	\$3,763.64	\$3,763.64
	Matrix Rower-01	1	\$1,495.00	\$1,166.23	\$1,166.23

Total Product **\$14,405.19**

Attachment: Foundation Fitness Quote (2861 : REQUEST TO PURCHASE EXERCISE EQUIPMENT FOR PUBLIC SAFETY BUILDING EXERCISE

Freight/Install

Description		Qty	List Price	Unit Price	Extended Price
shipping Freight I	Freight charges	1	\$0.00	\$1,599.00	\$1,599.00
Total Freight/Install					\$1,599.00

Attachment: Foundation Fitness Quote (2861) : REQUEST TO PURCHASE EXERCISE EQUIPMENT FOR PUBLIC SAFETY BUILDING EXERCISE

Quote Summary

Description

Product Subtotal	\$14,405.00
Subtotal	\$14,405.00
Shipping Method	Ground
Shipping	\$1,599.00
Terms	50% Down, 50% Upon Delivery
Tax	\$1,240.00
Total Savings	\$12,074.00
Total	\$17,244.00

Acceptance of Goods and Returns: All orders are subject to acceptance by Foundation Fitness. Acceptance of orders, is based on the express condition that Buyer agrees to all terms and conditions herein. Acceptance of delivery by buyer will constitute Buyer's assent to these terms and conditions. Buyer agrees to pay Foundation Fitness LLC. (a) restocking fee of 20% of the sales price of the return items, and (b) all shipping charges, including return shipping costs.

Entire Agreement : The provisions contained within this document constitute this entire agreement between the parties listed above and supersede all previous communications representations and agreements, either verbal or written between the parties, with respect to the subject matter contained above.

Prices/Payments: Prices listed are valid for 30 days and are for standard options on strength/cardio equipment unless otherwise specified. Price based on cash or check in advance. Payment for the order is 50% at the time of ordering so that stock may be allocated accordingly, and the remaining 50% due upon delivery of goods, unless specified. This also applies to goods ordered but not in stock at the time of ordering. The total purchase price, includes delivery charges if applicable.

Taxes: All taxes and excises of any nature whatsoever now or hereafter levied by any governmental authority, whether federal, state or local, either directly or indirectly, upon the sale, use or transportation of any goods sold hereunder shall be paid or borne by Buyer.

Security: If Buyer fails to make payment in accordance with the terms of this agreement or any collateral agreement, or fails to comply with any provision hereof, Foundation Fitness LLC reserves the right but is not limited to, execution by Buyer of an installment note, security agreement, financing statement and/or personal guaranty. Buyer is to remain liable for all unpaid accounts

Acceptance

Order Porter signature information will fill in automatically once approved

Signature: _____

Date: _____

Payment Contact: _____

Contact Phone: _____

Attachment: Foundation Fitness Quote (2861) : REQUEST TO PURCHASE EXERCISE EQUIPMENT FOR PUBLIC SAFETY BUILDING EXERCISE

Toll Free: 888-601-4350
Fax: 866-274-3488

Eric Konz
Vice President
ekonz@opti-fit.com
Direct: 702-375-7098

This Quotation Was Prepared Exclusively For Buyer:

Moreno Valley Police Department
Attn: Mike Rowe
(951) 505-1950
marowe@riversidesherriff.org
22850 call de San Juan de Los Lagos
Moreno Valley,, California 92553

Lead Time: 6-8 weeks
Terms: Net 30

Frame/Upholstery: Silver / Black
P.O. Number:

Ship to:

Moreno Valley Police Department
Attn: Mike Rowe
(951) 505-1950
marowe@riversidesherriff.org
22850 call de San Juan de Los Lagos
Moreno Valley,, California 92553

ITEM	DESCRIPTION	QTY	LIST PRICE	YOUR PRICE	TOTAL
T5x	Matrix - T5x TREADMILL AC110	2	8,995.00	8,995.00	\$17,990.00
					
E5x	Matrix - E5x ELLIPTICAL	1	6,995.00	6,995.00	\$6,995.00
					
ROWER-02	Matrix - Rower X	1	1,895.00	1,895.00	\$1,895.00
					

Net 30
EIN # 45-4551652

This Quotation is in effect for 30 day(s).
Delivery Date: TBD from Buyer's placement of order.

Subtotal: \$26,880.00
Freight: 1,495.00
Discount: -12,000.00
Tax: 1,153.20
Total: \$17,528.20

Quote No. 00029-R0 | Date: July 20, 2017

Attachment: OPT-FIT Quote (2861) : REQUEST TO PURCHASE EXERCISE EQUIPMENT FOR PUBLIC SAFETY BUILDING EXERCISE ROOM



Toll Free: 888-601-4350
Fax: 866-274-3488

Quote No. 000029-R0
July 20, 2017

Attachment: OPT-FIT Quote (2861) : REQUEST TO PURCHASE EXERCISE EQUIPMENT FOR PUBLIC SAFETY BUILDING EXERCISE ROOM

Quote No. 000029-R0 | Date: July 20, 2017



Quote No. 000029-R0

July 20, 2017

Toll Free: 888-601-4350
Fax: 866-274-3488

Prices and Payment

“Terms and Conditions of sale which appear on purchaser’s document (including purchase orders) and which are inconsistent with these terms shall be voided. Opti-Fit, Inc. may ship partial orders. Orders canceled after shipment are subject to a 20% restocking fee. All products and services provided after order receipt shall be invoiced for payment in full including but not limited to; design and planning, layouts, 3rd party meeting and coordination, equipment extraction, etc. Delays in delivery at the customer request may result in storage fees. Prices are good for 30 days. Payment terms are subject to Opti-Fit, Inc. credit approval.”

Signature: _____

Date: _____

Attachment: OPT-FIT Quote (2861 : REQUEST TO PURCHASE EXERCISE EQUIPMENT FOR PUBLIC SAFETY BUILDING EXERCISE ROOM

Quote No. 000029-R0 | Date: July 20, 2017



Report to City Council

TO: Mayor and City Council

FROM: Rick C. Hartmann, Acting Public Works Director

AGENDA DATE: December 5, 2017

TITLE: SECOND READING AND ADOPTION OF ORDINANCE 927, AMENDING SECTION 12.20.020 OF CHAPTER 12.20 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE DECLARING PRIMA FACIE SPEED LIMITS ON CERTAIN STREETS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct second reading by title only and adopt Ordinance No. 927 - An Ordinance of the City Council of the City of Moreno Valley, California, amending Section 12.20.020 of Chapter 12.20 of the City of Moreno Valley Municipal Code Declaring Prima Facie Speed Limits on Certain Streets.

SUMMARY

This report recommends adoption of Ordinance 927, declaring prima facie speed limits on certain roadways located throughout the City.

DISCUSSION

Section 40802 of the California Vehicle Code (CVC) requires an Engineering and Traffic Survey, as defined in CVC Section 627, be performed when enforcing the speed limit by radar or other electronic devices. In compliance with this requirement, Transportation Engineering Division staff prepares and updates Engineering and Traffic Surveys as specified in the CVC and per the guidelines of the California Manual on Uniform Traffic Control Devices (CAMUTCD).

The recommended speed limit, a main component of an Engineering and Traffic Survey, is based upon the premise that a reasonable speed limit is one that conforms to the behavior of the majority of motorists, and by measuring prevailing speeds, a speed

limit is determined that is reasonable and effective. For a speed limit to be effective, at least eight-five percent (85%) of the drivers must voluntarily comply with the law. Setting speed limits at appropriate levels creates a uniform flow of traffic, discourages violation of the law, and helps maintain safe streets and highways. Speed limits are often set below prevailing speeds when other factors otherwise not readily apparent to the driver, exist on the roadway. Factors that need to be considered include, but are not limited to: collision history for the roadway segment, design speed, sight distance constraints, pedestrian / bicycle safety, and direct residential access. Staff has recommended these prima facie speed limits accordingly.

Based upon the result of the Engineering and Traffic Surveys, the following speed limit changes are recommended:

Decrease in Speed Limit (28 locations):

- Cactus Avenue from Heacock Street to Perris Boulevard from 45 to 40
- Dracaea Avenue from Gershwin Way to Redlands Boulevard from 35 to 30
- Eucalyptus Avenue from Valley Springs Parkway to Memorial Way from 40 to 35
- Graham Street from Cactus Avenue to Cottonwood Avenue from 45 to 40
- Graham Street from Cottonwood Avenue to Sunnymead Boulevard from 45 to 40
- Indian Street from ¼ mile north of San Michele Road to the South City Limit from 50 to 45
- Indian Street from Superior Avenue to Iris Avenue from 50 to 45
- Iris Avenue from Heacock Street to Perris Boulevard from 45 to 40
- Ironwood Avenue from Perris Boulevard to Lasselle Street from 45 to 40
- Kitching Street from John F. Kennedy Dr to Alessandro Boulevard from 40/45 to 40
- Lasselle Street from South City Limit to Iris Avenue from 50 to 45
- Lasselle Street from Iris Avenue to John F. Kennedy Drive from 50 to 45
- Lasselle Street from John F. Kennedy Drive to Alessandro Boulevard from 50 to 45
- Lasselle Street from Alessandro Boulevard to Eucalyptus Avenue from 45 to 40
- Morrison Street from Alessandro Boulevard to Eucalyptus Avenue from 40 to 35
- Nandina Avenue from Heacock Street to Perris Boulevard from 45 to 40
- Nason Street from Alessandro Boulevard to Ironwood Avenue from 45 to 40
- Old Lake Drive from Pigeon Pass Road to Sunnymead Ranch Pkwy from 45 to 40
- Oliver Street from Alessandro Boulevard to Cottonwood Avenue from 45 to 40
- Pigeon Pass Road from Sunnymead Boulevard to Ironwood Avenue from 45 to 40
- Presidio Hills Drive from Pigeon Pass Road to Espada Creek Road from 35 to 25
- Redlands Boulevard from Cactus Avenue to Cottonwood Avenue from 55 to 50
- Redlands Boulevard from Cottonwood Avenue to SR-60 EB Ramps from 55 to 50
- Redlands Boulevard from SR-60 EB Ramps to North City Limit from 55 to 50
- San Michele Road from Heacock Street to Perris Boulevard from 45 to 40
- Sunnymead Ranch Pkwy from Pigeon Pass Road to Heacock Street from 45 to 40
- Sunnymead Ranch Parkway from Heacock Street to Perris Boulevard from 45 to 40
- Theodore Street from Alessandro Boulevard to Ironwood Avenue from 55 to 50

Increase in Speed Limit (4 locations):

- Brodiaea Avenue from Frederick Street to Heacock Street from 35 to 40
- Delphinium Avenue from Heacock Street to Rio Bravo Road from 30 to 35
- Perris Boulevard from Ironwood Avenue to Heacock Street from 45/50 to 50
- Town Circle from Heritage Way to Centerpoint Drive from 25 to 30

Based upon the result of the Engineering and Traffic Surveys, new speed limits are recommended for the following street segments that currently do not have established speed zones:

- Bay Avenue from Lasselle Street to 400' east of Sapphire Way at 25 mph
- Bay Avenue from Moreno Beach Drive to Quincy Street at 30 mph
- Globe Street from Perris Boulevard to Kitching Street at 40 mph
- Grove View Road from Indian Street to Perris Boulevard at 40 mph
- Highland Boulevard from Ironwood Avenue to Redlands Boulevard at 40 mph
- Kitching Street from Modular Way to terminus south of Globe Street at 30 mph
- Modular Way from Perris Boulevard to Kitching Street at 45 mph
- Reche Vista Drive from Heacock Street to North City Limit at 50 mph
- Rivard Road from San Michele Road to Perris Boulevard at 35 mph

No change is recommended for the existing speed limits for the remaining speed zones listed in the ordinance.

The Moreno Valley Police Department submits the following additional information for consideration:

Engineering and Traffic Surveys are critical for the enforcement of posted speed limits within the City of Moreno Valley. Additionally, the Riverside County Superior Court magistrate diligently verifies that there are current Engineering and Traffic Surveys on file.

ALTERNATIVES

1. Adopt Ordinance 927, amending Section 12.20.020 of Chapter 12.20 of the City of Moreno Valley Municipal Code, declaring prima facie speed limits on certain streets (as listed on the ordinance) and direct the City Traffic Engineer to take action respect thereto. *This action will allow the use of radar or other electronic devices for enforcement of speed limits on the segments listed therein.*
2. Do not adopt Ordinance 927, amending Section 12.20.020 of Chapter 12.20 of the City of Moreno Valley Municipal Code declaring prima facie speed limits on certain streets (as listed on the ordinance). *This action, not recommended by staff, will allow the existing speed zones to expire and become unenforceable by use of radar or other electronic devices.*

FISCAL IMPACT

The cost of signing and marking modifications required for the subject speed zones is included in the annual budget of the Transportation Engineering Division for Signing & Striping Maintenance.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
John Kerenyi
Senior Engineer, P.E.

Department Head Approval:
Rick C. Hartmann
Acting Public Works Director

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

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. Ordinance
- 2. Tabulation of recommended speed zones
- 3. Map of citywide speed zones including recommended changes
- 4. Recertification final report

APPROVALS

Budget Officer Approval ✓ Approved 11/16/17 8:11 AM

City Attorney Approval
City Manager Approval

✓ Approved
✓ Approved

11/22/17 12:55 PM
11/22/17 1:03 PM

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 12.20.020 OF CHAPTER 12.20 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE DECLARING PRIMA FACIE SPEED LIMITS FOR CERTAIN STREETS

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

SECTION 1. AMENDMENT TO THE MUNICIPAL CODE:

Section 12.20.020 of the City of Moreno Valley Municipal Code is hereby amended by declaring the prima facie speed limit (in miles per hour) for the following streets:

Street Name	Segment Limits	Declared Prima Facie Speed Limit (MILES PER HOUR)
Bay Ave	Lasselle St to 400' east of Sapphire Wy	25
Bay Ave	Moreno Beach Dr to Quincy St	30
Brodiaea Ave	Frederick St to Heacock St	40
Cactus Ave	Old 215 Frontage Rd to Frederick St	50
Cactus Ave	Frederick St to Heacock St	50
Cactus Ave	Heacock St to Perris Blvd	40
Cactus Ave	Perris Blvd to Lasselle St	40
Camino Flores	Iris Ave to Avenida de Portugal	35
Climbing Rose Dr	Barclay Dr to Pigeon Pass Rd	25
Davis St	Ironwood Ave to Manzanita Ave	30
Delphinium Ave	Heacock St to Rio Bravo Rd	35
Delphinium Ave	Kitching St to Lasselle St	25
Dracaea Ave	Elsworth St to Heacock St	35
Dracaea Ave	Gershwin Wy to Redlands Blvd	30

Attachment: Ordinance (2884 : SECOND READING AND ADOPTION OF ORDINANCE 927, AMENDING SECTION 12.20.020 OF CHAPTER 12.20

1
Ordinance No. XXX
Date Adopted: _____

Street Name	Segment Limits	Declared Prima Facie Speed Limit (MILES PER HOUR)
Elsworth St	Cactus Ave to Alessandro Blvd	40
Eucalyptus Ave	Valley Springs Pkwy to Memorial Wy	35
Frederick St	Cactus Ave to Eucalyptus Ave	40
Frederick St	Eucalyptus Ave to Sunnymead Blvd	40
Globe St	Perris Blvd to Kitching St	40
Graham St	Cactus Ave to Cottonwood Ave	40
Graham St	Cottonwood Ave to Sunnymead Blvd	40
Grove View Rd	Indian St to Perris Blvd	40
Heacock St	South City Limit to JFK Dr	50
Hemlock Ave	Indian St to Kitching St	30
Highland Blvd	Ironwood Ave to Redlands Blvd	40
Indian St	¼ mile n/o San Michele Rd to S City Limit	45
Indian St	Superior Ave to Iris Ave	45
Indian St	Ironwood Ave to Manzanita Ave	40
Iris Ave	Heacock St to Perris Blvd	40
Ironwood Ave	Perris Blvd to Lasselle St	40
Ironwood Ave	Lasselle St to Nason St	45
Ironwood Ave	Nason St to Theodore St	55
Kalmia Ave	Perris Blvd to Slawson Ave	25
Kalmia Ave	Moreno Beach Dr to Quincy Ave	25
Kitching St	Modular Way to terminus s/o Globe St	30
Kitching St	John F. Kennedy Dr to Alessandro Blvd	40
Kitching St	Cottonwood Ave to Eucalyptus Ave	40

Attachment: Ordinance (2884 : SECOND READING AND ADOPTION OF ORDINANCE 927, AMENDING SECTION 12.20.020 OF CHAPTER 12.20

Street Name	Segment Limits	Declared Prima Facie Speed Limit (MILES PER HOUR)
Kitching St	Eucalyptus Ave to Sunnymead Blvd	40
Kitching St	Elder Ave to Ironwood Ave	30
Krameria Ave	Lasselle St to Cahuilla Dr	35
Lake Summit Dr	Solitaire Circle to Heacock St	30
Lasselle St	South City Limit to Iris Ave	45
Lasselle St	Iris Ave to John F. Kennedy Dr	45
Lasselle St	John F. Kennedy Dr to Alessandro Blvd	45
Lasselle St	Alessandro Blvd to Eucalyptus Ave	40
Manzanita Ave	Heacock St to Perris Blvd	40
Modular Way	Perris Blvd to Kitching St	45
Moreno Beach Dr	Cottonwood Ave to Ironwood Ave	45
Morrison St	Alessandro Blvd to Eucalyptus Ave	35
Morton Rd	Penunuri Wy to Box Springs Rd	35
Nandina Ave	Heacock St to Perris Blvd	40
Nason St	Cactus Ave to Alessandro Blvd	45
Nason St	Alessandro Blvd to Ironwood Ave	40
Old Lake Dr	Pigeon Pass Rd to Sunnymead Ranch Pkwy	40
Oliver St	Laurel Ct to Iris Ave	25
Oliver St	Cactus Ave to Alessandro Blvd	40
Oliver St	Alessandro Blvd to Cottonwood Ave	40
Perris Blvd	Ironwood Ave to Heacock St	50
Pigeon Pass Rd	Sunnymead Blvd to Ironwood Ave	40
Presidio Hills Dr	Pigeon Pass Rd to Espada Creek Rd	25
Reche Vista Dr	Heacock St to North City Limit	50

Street Name	Segment Limits	Declared Prima Facie Speed Limit (MILES PER HOUR)
Redlands Blvd	Cactus Ave to Cottonwood Ave	50
Redlands Blvd	Cottonwood Ave to SR-60 EB Ramps	50
Redlands Blvd	SR-60 EB Ramps to North City Limit	50
Rivard Rd	San Michele Rd to Perris Blvd	35
San Michele Rd	Heacock St to Perris Blvd	40
Sunnymead Blvd	Frederick St to Heacock St	35
Sunnymead Blvd	Heacock St to Perris Blvd	35
Sunnymead Blvd	Perris Blvd to Kitching St	40
Sunnymead Ranch Pkwy	Pigeon Pass Rd to Heacock St	40
Sunnymead Ranch Pkwy	Heacock St to Perris Blvd	40
Towngate Blvd	Eucalyptus Ave to Frederick St	40
Town Circle	Heritage Way to Centerpoint Dr	30
Theodore St	Alessandro Blvd to Ironwood Ave	50

SECTION 2. BASIS OF DETERMINATION:

There is on file with the City Traffic Engineer a traffic investigative report indicating that the speed limits set forth above are reasonable and safe and most appropriate to facilitate the orderly movement of traffic.

SECTION 3. IMPLEMENTATION:

The City Traffic Engineer shall post appropriate signs giving notice of the prima facie speed limit changed as determined by this Ordinance.

SECTION 4. 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 5. 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.

Attachment: Ordinance (2884 : SECOND READING AND ADOPTION OF ORDINANCE 927, AMENDING SECTION 12.20.020 OF CHAPTER 12.20

5
Ordinance No. XXX
Date Adopted: _____

SECTION 6. EFFECTIVE DATE:

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

APPROVED AND ADOPTED this ____ day of _____, 2017.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Ordinance (2884 : SECOND READING AND ADOPTION OF ORDINANCE 927, AMENDING SECTION 12.20.020 OF CHAPTER 12.20

6
Ordinance No. XXX
Date Adopted: _____

ORDINANCE JURAT

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

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. XXX had its first reading on XXXXXXXX and had its second reading on XXXXXXXX, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the XXXXXX, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

7
Ordinance No. XXX
Date Adopted: _____

#	Street	Limits	Posted Speed Limit	Recommended Speed	85th Percentile Speed	Average Speed	Pace (mph)	Collisions (2 Years)	Length (mi)	Volume (veh/day)	Collision Rate (per million vehicle miles)	Collision Rate Status	Remarks
1	Bay Ave	Lasselle St to 400' east of Sapphire Way	New	25 mph	37 mph	33 mph	28-37	4	0.75	859	8.49	ABOVE	Prima facie speed. This segment is located in a residence district.
2	Bay Ave	Moreno Beach Dr to Quincy St	New	30 mph	37 mph	33 mph	28-37	1	0.48	738	3.86	ABOVE	CVC Sections 627 and 22358.5. This segment has a fire station and multiple residential properties with access fronting the roadway.
3	Brodiaea Ave	Frederick St to Heacock St	35 mph	40 mph	44 mph	39 mph	35-44	5	1	2534	0.67	ABOVE	CVC Section 21400(b)
4	Cactus Ave	Old 215 Frontage Rd to Frederick St	50 mph	50 mph	51 mph	47 mph	44-53	20	1	40550	0.99	BELOW	85 th Percentile
5	Cactus Ave	Frederick St to Heacock St	50 mph	50 mph	52 mph	48 mph	42-51	20	1	38654	0.71	BELOW	85 th Percentile
6	Cactus Ave	Heacock St to Perris Blvd	45 mph	40 mph	44 mph	40 mph	34-43	10	1	20120	0.68	BELOW	CVC Section 21400(b)
7	Cactus Ave	Perris Blvd to Lasselle St	40 mph	40 mph	45 mph	42 mph	36-45	10	1	16153	0.85	BELOW	CVC Sections 627 and 22358.5. This segment has an adjacent community park.
8	Camino Flores	Iris Ave to Avenida De Portugal	35 mph	35 mph	38 mph	34 mph	30-39	3	0.48	3970	2.15	BELOW	CVC Section 21400(b)
9	Climbing Rose Dr	Barclay Dr to Pigeon Pass Rd	25 mph	25 mph	36 mph	33 mph	29-38	4	0.76	1613	4.46	ABOVE	Prima facie speed. The segment is located in a residence district.
10	Davis St	Ironwood Ave to Manzanita Ave	30 mph	30 mph	37 mph	32 mph	26-35	3	1	2257	1.82	BELOW	CVC Sections 627 and 22358.5. This segment has an adjacent school and multiple residential properties with access fronting the roadway.
11	Delphinium Ave	Heacock St to Rio Bravo Rd	30 mph	35 mph	38 mph	34 MPH	30-39	10	1.46	3144	2.98	ABOVE	85th Percentile
12	Delphinium Ave	Kitching St to Lasselle St	25 mph	25 mph	38 mph	33 mph	26-35	1	0.49	1339	2.09	BELOW	Prima facie speed. The segment is located in a residence district.
13	Dracaea Ave	Elsworth St to Heacock St	35 mph	35 mph	42 mph	38 mph	32-41	15	1.51	4841	2.81	ABOVE	CVC Sections 627 and 22358.5. This segment has an adjacent school and multiple residential properties with access fronting the roadway.
14	Dracaea Ave	Gershwin Way to Redlands Blvd	35 mph	30 mph	33 mph	26 mph	22-31	0	0.34	541	0.00	BELOW	CVC Section 21400(b)
15	Elsworth St	Cactus Ave to Alessandro Blvd	40 mph	40 mph	45 mph	41 mph	36-45	4	0.48	6700	1.70	BELOW	CVC Sections 627 and 22358.5. The speed limit reduction maintains speed limit consistency with the segment to the north.
16	Eucalyptus Ave	Valley Springs Pkwy to Memorial Way	40 mph	35 mph	42 mph	40 mph	35-44	16	0.82	14169	1.88	BELOW	CVC Sections 627 and 22358.5. This segment has an adjacent elementary school and fire station.
17	Frederick St	Cactus Ave to Eucalyptus Ave	40 mph	40 mph	47 mph	43 mph	37-46	36	1.47	18238	1.84	BELOW	CVC Sections 627 and 22358.5. This segment has an adjacent school and community park.
18	Frederick St	Eucalyptus Ave to Sunnymead Blvd	40 mph	40 mph	39 mph	35 mph	29-38	34	0.56	24596	3.38	ABOVE	85 th Percentile
19	Globe St	Perris Blvd to Kitching St	New	40 mph	47 mph	42 mph	37-46	2	0.5	3736	1.46	ABOVE	CVC Sections 627 and 22358.5. This segment has high turning truck volume.
20	Graham St	Cactus Ave to Cottonwood Ave	45 mph	40 mph	42 mph	39 mph	34-43	14	0.99	9312	2.08	ABOVE	85 th Percentile
21	Graham St	Cottonwood Ave to Sunnymead Blvd	45 mph	40 mph	42 mph	39 mph	33-42	10	0.99	9207	1.50	BELOW	85 th Percentile
22	Grove View Rd	Indian St to Perris Blvd	New	40 mph	42 mph	37 mph	32-41	0	0.5	1610	0.00	BELOW	85th Percentile
23	Heacock St	South City Limit to JFK Dr	50 mph	50 mph	53 mph	49 mph	43-52	22	3	18461	0.54	BELOW	CVC Section 21400(b)
24	Hemlock Ave	Indian St to Kitching St	30 mph	30 mph	36 mph	33 mph	29-38	13	1	5361	3.32	ABOVE	CVC Sections 627 and 22358.5. This segment has multiple residential properties with access fronting the roadway.
25	Highland Blvd	Ironwood Ave to Redlands Blvd	New	40 mph	44 mph	40 mph	36-45	1	1.1	197	6.31	ABOVE	CVC Section 21400(b)
26	Indian St	¼ mile north of San Michele Rd to South City Limit	50 mph	45 mph	49 mph	45 mph	41-50	13	1.1	11240	1.44	ABOVE	CVC Section 21400(b)
27	Indian St	Superior Ave to Iris Ave	50 mph	45 mph	51 mph	47 mph	43-52	1	0.85	4796	0.34	BELOW	CVC Sections 627 and 22358.5. This segment has an adjacent school crossing.
28	Indian St	Ironwood Ave to Manzanita Ave	40 mph	40 mph	46 mph	43 mph	37-46	4	1.01	5079	1.07	BELOW	CVC Sections 627 and 22358.5. This segment has a school pedestrian crossing.
29	Iris Ave	Heacock St to Perris Blvd	45 mph	40 mph	47 mph	43 mph	40-49	15	1	13363	1.54	ABOVE	CVC Sections 627 and 22358.5. This segment has an adjacent school.
30	Ironwood Ave	Perris Blvd to Lasselle St	45 mph	40 mph	47 mph	43 mph	40-49	13	1.01	11016	1.60	ABOVE	CVC Sections 627 and 22358.5. This segment has an adjacent school.
31	Ironwood Ave	Lasselle St to Nason St	45 mph	45 mph	49 mph	46 mph	41-50	7	1.1	8040	1.08	ABOVE	CVC Section 21400(b)

Attachment: Tabulation of recommended speed zones (2884 : SECOND READING AND ADOPTION OF

#	Street	Limits	Posted Speed Limit	Recommended Speed	85th Percentile Speed	Average Speed	Pace (mph)	Collisions (2 Years)	Length (mi)	Volume (veh/day)	Collision Rate (per million vehicle miles)	Collision Rate Status	Remarks
32	Ironwood Ave	Nason St to Theodore St	55 mph	55 mph	58 mph	53 mph	47-56	10	2.9	5232	0.90	ABOVE	CVC Section 21400(b)
33	Kalmia Ave	Perris Blvd to Slawson Ave	25 mph	25 mph	27 mph	24 mph	20-29	0	0.75	1842	0.00	BELOW	85 th Percentile and prima facie speed. The segment is located in a residence district.
34	Kalmia Ave	Moreno Beach Dr to Quincy St	25 mph	25 mph	37 mph	31 mph	27-36	2	0.75	596	6.12	ABOVE	Prima facie speed. The segment is located in a residence district.
35	Kitching St	Modular Way to terminus south of Globe St	New	30 mph	36 mph	29 mph	48-56	0	0.7	339	0.00	BELOW	CVC Sections 627 and 22358.5. This segment has high turning truck volume.
36	Kitching St	John F. Kennedy Dr to Alessandro Blvd	40/45 mph	40 mph	46 mph	43 mph	39-48	8	0.75	9101	1.60	ABOVE	CVC Sections 627 and 22358.5. This segment has an adjacent school.
37	Kitching St	Cottonwood Ave to Eucalyptus Ave	40 mph	40 mph	43 mph	39 mph	35-44	11	0.5	7026	4.28	ABOVE	CVC Section 21400(b)
38	Kitching St	Eucalyptus Ave to Sunnymead Blvd	40 mph	40 mph	40 mph	37 mph	33-42	9	0.49	9426	2.67	ABOVE	85 th Percentile
39	Kitching St	Elder Ave to Ironwood Ave	30 mph	30 mph	36 mph	31 mph	25-34	1	0.46	1845	1.61	BELOW	CVC Sections 627 and 22358.5. This segment has an adjacent school.
40	Krameria Ave	Lasselle St to Cahuilla Dr	35 mph	35 mph	40 mph	37 mph	33-42	3	0.48	2070	4.13	ABOVE	CVC Sections 627 and 22358.5. This segment has an adjacent school.
41	Lake Summit Dr	Solitaire Circle to Heacock St	30 mph	30 mph	31 mph	28 mph	24-33	0	0.5	1147	0.00	BELOW	85 th Percentile
42	Lasselle St	South City Limit to Iris Ave	50 mph	45 mph	50 mph	46 mph	38-47	67	2.27	24555	1.64	ABOVE	85 th Percentile
43	Lasselle St	Iris Ave to John F. Kennedy Dr	50 mph	45 mph	49 mph	45 mph	41-50	22	0.84	16883	2.12	ABOVE	CVC Sections 627 and 22358.5. This segment has an adjacent school.
44	Lasselle St	John F. Kennedy Dr to Alessandro Blvd	50 mph	45 mph	50 mph	46 mph	40-49	10	1	13947	0.98	BELOW	CVC Sections 627 and 22358.5. This segment has an adjacent school.
45	Lasselle St	Alessandro Blvd to Eucalyptus Ave	45 mph	40 mph	40 mph	37 mph	32-41	14	1	8023	2.39	ABOVE	85 th Percentile
46	Manzanita Ave	Heacock St to Perris Blvd	40 mph	40 mph	46 mph	41 mph	37-46	4	0.85	3950	1.63	BELOW	CVC Sections 627 and 22358.5. This segment has a school pedestrian crossing.
47	Modular Way	Perris Blvd to Kitching St	New	45 mph	48 MPH	41 MPH	37-46	1	0.5	339	8.07	ABOVE	CVC Section 21400(b)
48	Moreno Beach Dr	Cottonwood Ave to Ironwood Ave	45 mph	45 mph	49 mph	45 mph	41-50	23	1.63	11157	1.73	ABOVE	CVC Section 21400(b)
49	Morrison St	Alessandro Blvd to Eucalyptus Ave	40 mph	35 MPH	39 mph	36 mph	31-40	4	1	2993	1.83	BELOW	CVC Section 21400(b)
50	Morton Rd	Penunuri Way to Box Springs Rd	35 mph	35 mph	41 mph	37 mph	31-40	0	0.64	1125	0.00	BELOW	CVC Sections 627 and 22358.5. This segment has an adjacent school.
51	Nandina Ave	Heacock St to Perris Blvd	45 mph	40 mph	43 mph	37 mph	34-43	11	1.01	3204	4.65	ABOVE	CVC Sections 627 and 22358.5. This segment has high turning truck volume.
52	Nason St	Cactus Ave to Alessandro Blvd	45 mph	45 mph	51 mph	46 mph	41-50	3	0.5	8890	0.92	BELOW	CVC Sections 627 and 22358.5. This segment has an adjacent hospital and assisted living facility.
53	Nason St	Alessandro Blvd to Ironwood Ave	45 mph	40 mph	46 mph	42 mph	37-46	34	2.02	19912	1.16	BELOW	CVC Sections 627 and 22358.5. This segment has an adjacent high school.
54	Old Lake Dr	Pigeon Pass Rd to Sunnymead Ranch Pkwy	45 mph	40 mph	47 mph	42 mph	38-47	3	0.51	12495	0.64	BELOW	CVC Sections 627 and 22358.5. This segment has an adjacent middle school.
55	Oliver St	Laurel Court to Iris Ave	25 mph	25 mph	28 mph	25 mph	21-30	2	0.373	2080	3.53	ABOVE	CVC Section 21400(b)
56	Oliver St	Cactus Ave to Alessandro Blvd	40 mph	40 mph	43 mph	38 mph	33-42	2	0.5	2023	2.70	ABOVE	CVC Section 21400(b)
57	Oliver St	Alessandro Blvd to Cottonwood Ave	45 mph	40 mph	42 mph	35 mph	33-42	1	0.5	254	10.77	ABOVE	85 th Percentile
58	Perris Blvd	Ironwood Ave to Heacock St	45/50 mph	50 mph	53 mph	48 mph	43-52	6	2	13079	0.31	BELOW	CVC Section 21400(b)
59	Pigeon Pass Rd	Sunnymead Blvd to Ironwood Ave	45 mph	40 mph	43 mph	40 mph	35-44	22	0.39	26863	2.87	ABOVE	CVC Section 21400(b)
60	Presidio Hills Dr	Pigeon Pass Rd to Espada Creek Rd	35 mph	25 mph	31 mph	27 mph	22-31	1	0.4	873	3.92	ABOVE	CVC Sections 627 and 22358.5. This segment has an adjacent community park.
61	Reche Vista Dr	Heacock St to North City Limit	New	50 mph	54 mph	49 mph	47-56	N/A	0.4	17204	N/A	N/A	CVC Section 21400(b)
62	Redlands Blvd	Cactus Ave to Cottonwood Ave	50 mph	50 mph	54 mph	48 mph	44-53	12	1	8357	1.96	ABOVE	CVC Section 21400(b)
63	Redlands Blvd	Cottonwood Ave to SR-60 EB Ramps	55 mph	50 mph	55 mph	50 mph	47-56	4	0.86	9158	0.69	BELOW	CVC Sections 627 and 22358.5. This segment has high turning truck volume.
64	Redlands Blvd	SR-60 EB Ramps to North City Limit	55 mph	50 mph	57 mph	54 mph	50-59	11	1.39	14637	0.74	BELOW	CVC Sections 627 and 22358.5. This segment has high equestrian traffic.
65	Rivard Rd	San Michele Rd to Perris Blvd	New	35 mph	39 mph	36 mph	30-39	N/A	0.4	2330	N/A	N/A	CVC Section 21400(b)
66	San Michele Rd	Heacock St to Perris Blvd	45 mph	40 mph	47 mph	42 mph	36-45	9	1.01	3985	3.06	ABOVE	CVC Sections 627 and 22358.5. This segment has high turning truck volume.

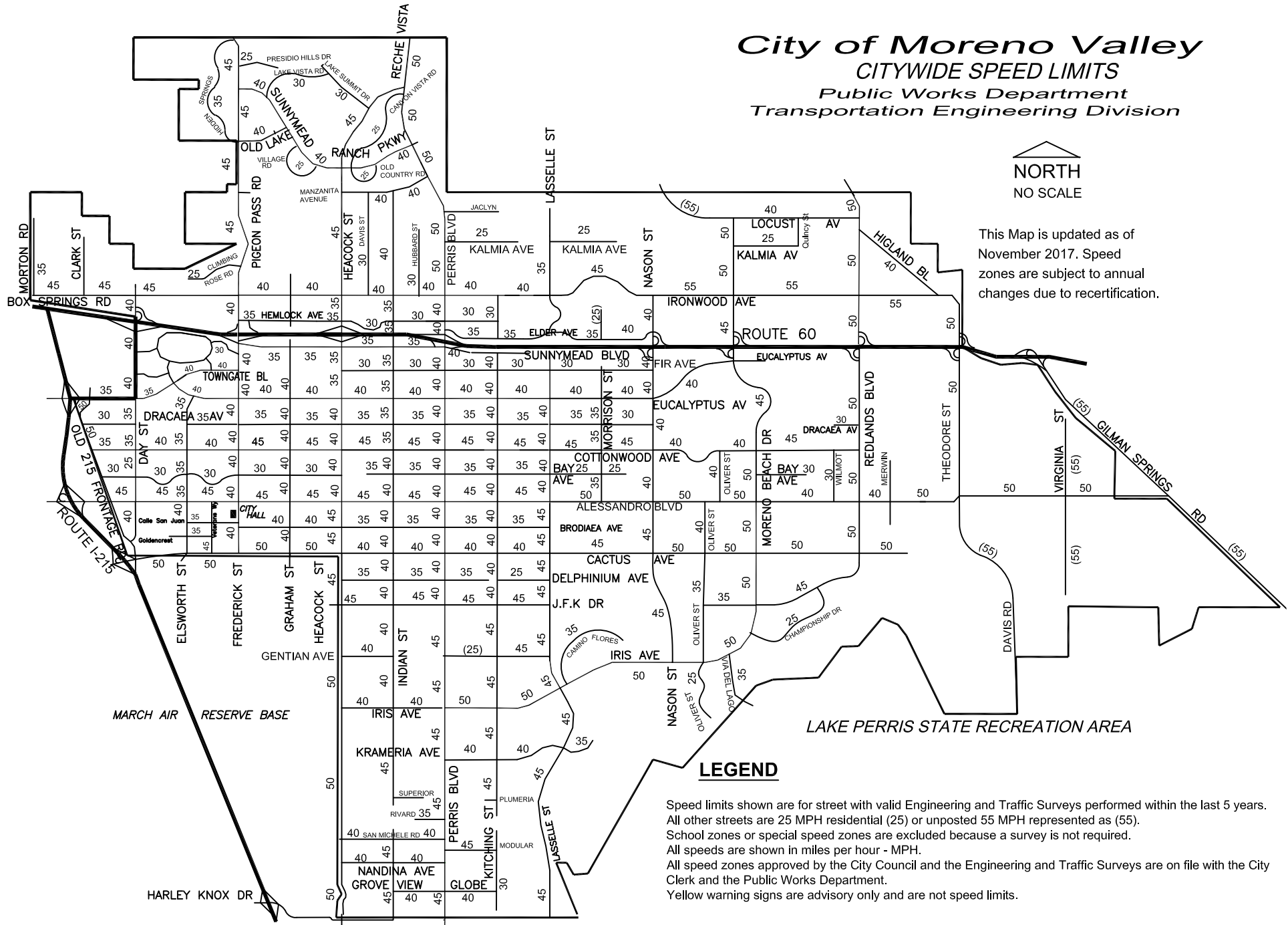
#	Street	Limits	Posted Speed Limit	Recommended Speed	85th Percentile Speed	Average Speed	Pace (mph)	Collisions (2 Years)	Length (mi)	Volume (veh/day)	Collision Rate (per million vehicle miles)	Collision Rate Status	Remarks
67	Sunnymead Blvd	Frederick St to Heacock St	35 mph	35 mph	42 mph	39 mph	34-43	23	1.02	17239	1.79	BELOW	CVC Sections 627 and 22358.5. This segment has numerous business access points.
68	Sunnymead Blvd	Heacock St to Perris Blvd	35 mph	35 mph	37 mph	34 mph	30-39	37	1	14374	3.52	ABOVE	85 th Percentile
69	Sunnymead Blvd	Perris Blvd to Kitching St	40 mph	40 mph	42 mph	38 mph	33-42	17	0.51	14358	3.18	ABOVE	85 th Percentile
70	Sunnymead Ranch Pkwy	Pigeon Pass Rd to Heacock St	45 mph	40 mph	43 mph	36 mph	31-40	8	1.37	12839	0.62	BELOW	CVC Section 21400(b)
71	Sunnymead Ranch Pkwy	Heacock St to Perris Blvd	45 mph	40 mph	44 mph	39 mph	35-44	3	0.71	4881	1.18	ABOVE	CVC Section 21400(b)
72	Towngate Blvd	Eucalyptus Ave to Frederick St	40 mph	40 mph	45 mph	41 mph	37-46	4	0.66	8528	0.97	BELOW	CVC Sections 627 and 22358.5. This segment recently had a vehicle lane reduction from 3 travel lanes to 2 travel lanes and a dedicated bicycle lane in each direction
73	Town Circle	Heritage Way to Centerpoint Dr	25 mph	30 mph	33 mph	30 mph	25-34	0	0.16	5938	0.00	BELOW	CVC Section 21400(b)
74	Theodore St	Alessandro Blvd to Ironwood Ave	55 mph	50 mph	54 mph	49 mph	44-53	0	1.94	1126	0.00	BELOW	CVC Section 21400(b)

City of Moreno Valley CITYWIDE SPEED LIMITS

Public Works Department
Transportation Engineering Division



This Map is updated as of November 2017. Speed zones are subject to annual changes due to recertification.



Attachment: Map of citywide speed zones including recommended changes (2884 : SECOND READING

The information on this map is provided as a courtesy and deemed reliable based on Engineering & Traffic Surveys on file. The City makes no guarantee or warranty regarding the accuracy of this map.

City of Moreno Valley Engineering and Traffic Survey Speed Limit Study



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October 2017

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Executive Summary

The following document has been prepared to establish, confirm, or revise speed limits throughout the City of Moreno Valley. The speed limit recommendations have been made in compliance with the California Vehicle Code and the California Manual on Uniform Traffic Control Devices (CA MUTCD). These recommended speed limits, once posted, are legally enforceable by radar.

For this study, 74 locations were surveyed and analyzed. 28 locations resulted in a recommendation of a reduction in the posted speed limit. Four (4) locations resulted in a recommendation of an increase in the posted speed limit. Nine (9) locations do not currently have a posted speed limit. The remaining 33 locations are recommended to remain the same speed limit as is posted currently.

Introduction

This Engineering and Traffic Survey (ET&S) is intended to serve as the basis for the establishment of enforceable speed limits along selected roadways within the City of Moreno Valley (City). The City initiated the process and authorized the survey to be prepared by Michael Baker International (Michael Baker). During the preparation of the ET&S, Michael Baker utilized the 2014 California MUTCD, the current California Vehicle Code, and the 2014 California Manual for Setting Speed Limits.

For speed limits to be enforceable, the 2015 California Vehicle Code (CVC) Section 40802(a) requires that an Engineering and Traffic Survey be conducted once every five (5) years. However, per CVC Section 40802(c), the established speed limits may remain enforceable for a total of seven (7) years if the arresting officer has completed a radar operating course of no less than 24 hours. In addition, CVC Section 40802(c) states that the enforceable speed limits may be extended to ten (10) years if a registered engineer has reviewed the selected roadway segments and determined that no significant changes to the roadway or traffic conditions have occurred since the prior Engineering and Traffic Survey was approved.

CVC Regulations

The California Vehicle Code (CVC) sets forth regulations and guidelines for setting speed limits that are legally enforceable. Section 22352 of the CVC establishes prima facie speed limits. Prima facie is defined as “at first view” or “on first appearance”. Section 22352 establishes the prima facie speed limit of 15 miles per hour (mph) when traversing at a grade railway crossing, crossing any intersection of highways, and along any alley. Section 22352 also establishes the prima facie speed limit of 25 mph for any highway other than a state highway and in any business or residence district unless otherwise determined by an Engineering and Traffic Survey. Additionally, the prima facie speed limit applies to roadways within the vicinity of a school or senior center. Section 515 of the CVC defines a residence district as the following:

“A ‘residence district’ is that portion of a highway and the property contiguous thereto, other than a business district, (a) upon one side of which highway, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures, or (b) upon both sides of which highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures. A residence district may be longer than one-quarter of a mile if the above ratio of separate dwelling houses or business structures to the length of the highway exists.”

Section 235 of the CVC defines a business district as the following:

“A ‘business district’ is that portion of a highway and the property contiguous thereto (a) upon one side of which highway, for a distance of 600 feet, 50 percent or more of the contiguous property fronting thereon is occupied by buildings in use for business, or (b) upon both sides of which highway, collectively, for a distance of 300 feet, 50 percent or more of the contiguous property fronting thereon is so occupied. A business district may be longer than the distances specified in this section if the above ratio of buildings in use for business to the length of the highway exists.”

Per Section 22352, local authorities may increase or decrease prima facie speed limits through the preparation and acceptance of an Engineering and Traffic Survey. To justify posting an increased or decreased prima facie speed limit, the Engineering and Traffic Survey must have speed surveys performed at the survey locations with the use of radar or another accepted electronic device. Posted speed limits at locations that are not included in the E&TS are not legally enforceable.

The E&TS is required to be prepared every five (5), seven (7), or ten (10) years as specified in Sections 40802(a) and 40802(c). In the situation that the E&TS expires, posted speed limits are not legally enforceable until a new E&TS is performed and accepted. An attempt to enforce an expired speed limit would result in a speed trap as defined by CVC Sections 40802(a) and 40802(b). Thereby making a speeding ticket along a roadway with an expired speed limit invalid.

All CVC sections mentioned in this Engineering and Traffic Survey has been provided in the Appendix for reference.

Engineering and Traffic Study Requirements and Methodology

Posted speed limits are established along roadways and enforced accordingly to protect the public from reckless and unreasonable roadway users.

Speed limits are generally established at the 85th percentile speed or prevailing speed. That is, the speed at which 85 percent of drivers or below operate vehicles. This provides a consensus speed of which the general public believes is safe for each roadway.

Per CVC Section 627, the E&TS must consider a roadway’s prevailing speeds, collision records, and other conditions not readily apparent to the driver. In addition, E&TS may consider residential densities, business districts, and pedestrian and bicyclist safety. Specific procedures for preparing the E&TS are outlined in Chapter 2 of the 2014 California MUTCD.

Field Investigation

As a part of the E&TS, a field investigation is required to review the existing conditions of each roadway. Michael Baker performed the field investigation and confirmed the existing speed limits and sign locations. In addition, Michael Baker reviewed the roadway conditions including number of lanes, lane widths, parking restrictions, bicycle lanes, pedestrian crossings, bicycle and pedestrian volumes, adjacent schools, land use, the presence of medians, and any other conditions not readily apparent to a public vehicle operator.

Existing Roadway Characteristics

Each study roadway segment included has particular characteristics, geometries, and improvements that affect the speed at which a vehicular operator drives. Each speed zone segment has been researched to determine traffic control devices, number of lanes, striping details, existing posted signs, and existing posted speed limits. Additionally, any non-apparent conditions that may affect speed have been identified. The following list describes the speed zone segments observed for this study.

Bay Avenue

Bay Avenue is a 28'-44' wide local street that generally runs east-west.

Lasselle Street to 400' east of Sapphire Way – Along this segment, there is one lane in each direction. The roadway is undivided and has average lane widths. On-street parking is generally permitted when not adjacent to construction. The segment qualifies as a residence district. There is no posted speed limit existing within the segment limits.

Moreno Beach Drive to Quincy Street – Along this segment, there is one lane in each direction. The roadway is undivided and has average lane widths. On-street parking is generally permitted. The segment qualifies as a residence district. There is no posted speed limit existing within the segment limits.

Brodiaea Avenue

Brodiaea Avenue is a 56' wide collector that generally runs east-west.

Frederick Street to Heacock Street – Along this segment, there is one lane in each direction. The roadway contains a two-way left-turn lane with occasional dedicated left-turn lanes. The roadway has above average lane widths. On-street parking is not permitted. The current posted roadway speed limit is 35 mph.

Cactus Avenue

Cactus Avenue is an 82' wide modified divided major arterial from Day Street to Heacock Street and is a 64-70 wide feet minor arterial east of Heacock Street. Cactus Avenue generally runs east-west.

Old 215 Frontage Road to Frederick Street – Between Old 215 Frontage Road and Elsworth Street, there are two lanes in each direction. Between Elsworth Street and Frederick Street, there are three lanes in each direction. The roadway contains painted and raised medians with occasional dedicated left-turn lanes. Bicycle lanes exist in each direction east of Elsworth Street. The roadway has average lane widths. On-street parking is not permitted. The current posted roadway speed limit is 50 mph.

Frederick Street to Heacock Street – Along this segment, there are three lanes in each direction. The roadway is divided by a raised median with occasional dedicated left-turn lanes. Bicycle lanes exist in each direction. The roadway has average lane widths. On-street parking is not permitted. The current posted roadway speed limit is 50 mph.

Heacock Street to Perris Boulevard – Along this segment, there are two lanes in each direction. The roadway contains a two-way left-turn lane with occasional dedicated left-turn lanes. This segment is a Class III bike route. The roadway has average lane widths. On-street parking is not permitted. The current posted roadway speed limit is 45 mph.

Perris Boulevard to Lasselle Street – Along this segment, there are two lanes in each direction. The roadway contains a two-way left-turn lane with occasional dedicated left-turn lanes. This segment is a Class III bike route. The roadway has average lane widths. On-street parking is not permitted. The current posted roadway speed limit is 40 mph.

Camino Flores

Camino Flores is a 44' wide collector that generally runs north-south.

Iris Avenue to Avenida De Portugal – Along this segment, there is one lane in each direction. South of Gentian Avenue, the roadway contains a two-way left-turn lane with occasional dedicated left-turn lanes. The roadway has average lane widths. On-street parking is permitted north of Calle Camelia. The current posted roadway speed limit is 35 mph.

Climbing Rose Drive

Climbing Rose Drive is a 40' wide local street generally runs east-west.

Barclay Drive to Pigeon Pass Road – Along this segment, there is one lane in each direction. The roadway is undivided and has average lane widths. On-street parking is permitted. The segment qualifies as a residence district. The current posted roadway speed limit is 25 mph.

Davis Street

Davis Street is a 36'-38' wide local street that generally runs north-south.

Ironwood Avenue to Manzanita Avenue – Along this segment, there one lane in each direction. This segment is undivided and has average lane widths. On-street parking is generally permitted. There is a school along this segment and the segment qualifies as a residence district. The current posted roadway speed limit is 30 mph and is 25 mph when children are present.

Delphinium Avenue

Delphinium Avenue is a 44' wide local street that generally runs east-west.

Heacock Street to Rio Bravo Road – Along this segment, there is one lane in each direction. The roadway is undivided and has average lane widths. This segment is a Class III bike route. On-street parking is generally permitted. There is a school along this segment and the segment qualifies as a residence district. The current posted roadway speed limit is 25 mph when children are present.

Kitching Street to Lasselle Street – Along this segment, there is one lane in each direction. The roadway is undivided and has average lane widths. On-street parking is generally permitted. The segment qualifies as a residence district. The current posted roadway speed limit is 25 mph.

Dracaea Avenue

Dracaea Avenue is a 34'-44' wide local street that generally runs east-west.

Elsworth Street to Heacock Street – Along this segment, there is one lane in each direction. The roadway is undivided and has average lane widths. This segment contains Class III shared bike lanes. On-street

parking is generally permitted. There is a school along this segment and the segment qualifies as a residence district. The current posted speed limit is 35 mph and 25 mph when children are present.

Gershwin Way to Redlands Boulevard – Along this segment, there is one lane in each direction. This segment is undivided and has average lane widths. On-street parking is generally permitted. This segment qualifies as a residence district. The current posted speed limit is 35 mph.

Elsworth Street

Elsworth Street is a 64' wide minor arterial that generally runs north-south.

Cactus Avenue to Alessandro Boulevard – Along this segment, there are two lanes and a bicycle lane in each direction. The roadway contains a two-way left-turn lane with dedicated left-turn lanes at both ends of the segment. The roadway has average lane widths. On-street parking is not permitted. The current posted roadway speed limit is 40 mph.

Eucalyptus Avenue

Eucalyptus Avenue is an 84'-94' wide divided major arterial that generally runs east-west.

Valley Springs Parkway to Memorial Way – Between Valley Springs Parkway and Day Street, there are two lanes in each direction and there is a school along this segment. Between Day Street and Memorial Way, there are three lanes in each direction. This roadway contains painted and raised medians with occasional dedicated left-turn lanes. This segment is a Class III bike route. The roadway has average lane widths. On-street parking is generally permitted west of Day Street. The current posted roadway speed limit is 40 mph and 25 mph when children are present.

Frederick Street

Frederick Street is a 64' wide minor arterial from Cactus Avenue to Alessandro Boulevard, an 86' arterial from Alessandro Boulevard to Towngate Boulevard, and a 90-110' divided major arterial from Towngate Boulevard to Sunnymead Boulevard. Frederick Street generally runs north-south.

Cactus Avenue to Eucalyptus Avenue – Along this segment, there are two lanes in each direction. This roadway contains painted and raised medians with occasional dedicated left-turn lanes. Bicycle lanes and buffers exist in each direction from Alessandro Boulevard to Eucalyptus Avenue. In addition, there is a school crossing along this segment. The roadway has average lane widths. On-street parking is generally permitted from Alessandro Boulevard to Bay Avenue and from Cottonwood Avenue to Dracaea Avenue. The current posted roadway speed limit is 40 mph and is 25 mph when children are present.

Eucalyptus Avenue to Sunnymead Boulevard – Between Eucalyptus Avenue and Brabham Street, there are two lanes in each direction. Between Brabham Street and Sunnymead Boulevard, there are three lanes in the northbound direction and two lanes in the southbound direction. Along this segment, bicycle lanes exist in both directions with green colored pavement. This roadway contains raised medians with dedicated left-turn lanes. The roadway has average lane widths. On-street parking is generally not permitted. The current posted roadway speed limit is 40 mph.

Globe Street

Globe Street is a 56' wide collector street that generally runs east-west.

Perris Boulevard to Kitching Street – Along this segment, there is one lane in each direction. The roadway contains a two-way left turn lane with dedicated left-turn lanes at both ends. The roadway has above average lane widths. On-street parking is generally permitted. There is no posted speed limit existing within the segment limits.

Graham Street

Graham Street is a 64' wide minor arterial that generally runs north-south.

Cactus Avenue to Cottonwood Avenue – Along this segment, there are two lanes in each direction. The roadway contains a two-way left-turn lane with occasional dedicated left-turn lanes. This segment is a Class III bike route from Cactus Avenue to Alessandro Boulevard. Class II bicycle lanes exist in each direction from Alessandro Boulevard to Cottonwood Avenue. The roadway has average lane widths. On-street parking is generally not permitted. The current posted roadway speed limit is 45 mph.

Cottonwood Avenue to Sunnymead Boulevard – Along this segment, there are two lanes and a bicycle lane in each direction. This roadway contains a school and a two-way left-turn lane from Cottonwood Avenue to Dracaea Avenue and is undivided with occasional dedicated left-turn lanes north of Dracaea Avenue. The roadway has average lane widths. On-street parking is generally not permitted. The current posted roadway speed limit is 45 mph and is 25 mph when children are present.

Grove View Road

Grove View Road is a 56' wide local street that generally runs east-west.

Indian Street to Perris Boulevard – Along this segment, there one lane in each direction. This segment contains a two-way left-turn lane with dedicated left-turn lanes at both ends. The roadway has above average lane widths. On-street parking is generally permitted. There is no posted speed limit existing within the segment limits.

Heacock Street

Heacock Street is a 24'-76' wide arterial that generally runs north-south.

South City Limit to John F. Kennedy Drive – From the South City Limit to Cardinal Avenue, there is one lane in each direction. From the South City Limit to Nandina Avenue, the roadway is undivided. From Nandina Avenue to Cardinal Avenue, the roadway contains a two-way left-turn lane with occasional dedicated left-turn lanes. North of Cardinal Avenue to Gentian Avenue, the roadway reduces from one lane in the southbound direction, two lanes in the northbound direction, and a two-way left-turn lane to one lane in both directions undivided. From Gentian Avenue to John F. Kennedy Drive, there are two lanes in the northbound direction, one lane in the southbound direction, and a two-way left-turn lane. The roadway has average lane widths. On-street parking is generally permitted north of Gentian Avenue. The current posted roadway speed limit is 50 mph.

Hemlock Avenue

Hemlock Avenue is a 40' wide local street that generally runs east-west.

Indian Street to Kitching Street – Along this segment, there is one lane in each direction. The roadway is undivided and has average lane widths. On-street parking is generally permitted. The segment qualifies as a residence district. The current posted roadway speed limit is 30 mph.

Highland Boulevard

Highland Boulevard is a 24' wide local street that generally runs northwest-southeast.

Ironwood Avenue to Redlands Boulevard – Along this segment, there is one lane each direction. This segment is undivided, contains dips, has below average lane widths, and is generally unstriped. On-street parking is generally not permitted. There is no posted speed limit existing within the segment limits.

Indian Street

Indian Street is a 44'-72' wide minor arterial that generally runs north-south.

¼ mile north of San Michele Road to 600' north of Harley Knox Boulevard – From 600' north of Harley Knox Boulevard to Nandina Avenue, there is one lane in each direction undivided. From Nandina Avenue to ¼ mile north of San Michele Road, there are two lanes in each direction and a two-way left-turn lane with dedicated left-turn lanes. This segment has average lane widths. On-street parking is generally not permitted. The current posted speed limit is 50 mph.

Superior Avenue to Iris Avenue – Along this segment, there is one lane in each direction. This roadway is undivided and has lane widths ranging from average to above average. On-street parking is generally not permitted. The current posted speed limit is 50 mph.

Ironwood Avenue to Manzanita Avenue – Along this segment, there is one lane, one bicycle lane, and one parking lane in each direction. This roadway contains a two-way left-turn lane with occasional dedicated left-turn lanes. This segment has above average lane widths. In addition, there is a school crossing at Indian Street and Sundial Way. On-street parking is generally permitted. The current posted speed limit is 40 mph.

Iris Avenue

Iris Avenue is a 40'-60' wide arterial from Heacock Street to Kitching Street and a divided major arterial from Kitching Street to Moreno Beach Drive. Iris Avenue generally runs east-west.

Heacock Street to Perris Boulevard – Along this segment, the roadway varies between one lane and two lanes in each direction and has one bicycle lane in each direction east of Indian Street. The segment contains painted and raised medians with occasional dedicated left-turn lanes. In addition, there is a school along this segment. The roadway has average to above average lane widths. On-street parking is generally not permitted. The current posted roadway speed limit is 45 mph and is 25 mph when children are present.

Ironwood Avenue

Ironwood Avenue is a 22'-64' wide minor arterial that generally runs east-west.

Perris Boulevard to Lasselle Street – From Perris Boulevard to Kitching Street, there is one lane in the eastbound direction and two lanes in the westbound direction. From Kitching Street to Lasselle Street, there are two lanes in each direction. The segment contains a two-way left-turn lane with occasional dedicated left-turn lanes. In addition, there is a school along this segment. This segment is a Class III bike route. The roadway has average lane widths. On-street parking is generally permitted. The current posted speed limit is 45 mph and is 25 mph when children are present.

Lasselle Street to Nason Street – Along this segment, there is one lane in each direction. The roadway is undivided and has average lane widths. On-street parking is generally permitted. The current posted speed limit is 45 mph.

Nason Street to Theodore Street – Between Nason Street and Oliver Street, there is one lane in the westbound direction and two lanes in the eastbound direction. Between Oliver Street and Theodore Street, there is one lane in each direction. The roadway is generally undivided with average to above average lane widths. Between Pettit Street and Hinson Street, the roadway contains a two-way left-turn lane. In addition, there is a school along this segment. On-street parking is generally not permitted. The current posted speed limit is 55 mph and is 25 mph when children are present.

Kalmia Avenue

Kalmia Avenue is a 25'-44' wide local street that generally runs east-west.

Perris Boulevard to Slawson Avenue – Along this segment, there is one lane in each direction. The segment is undivided and mostly unstriped. There is a school along this segment and the segment qualifies as a residence district. On-street parking is generally permitted west of Lombardy Lane and east of Kitching Street. This segment contains speed humps. The current posted speed limit is 25 mph.

Moreno Beach Drive to Quincy Street – Along this segment, there is one lane in each direction. The segment is undivided and a third of the segment is unstriped. The segment qualifies as a residence district. On-street parking is generally permitted. The current posted speed limit is 25 mph.

Kitching Street

Kitching Street is a 48'-56' wide arterial from its terminus south of Globe Street to ¼ mile north of Modular Way, a 34'-64' wide minor arterial from Plumeria Lane to Sunnymead Boulevard, and a 40'-44' wide local street from Elder Avenue to Ironwood Avenue. Kitching Street generally runs north-south.

Modular Way to terminus south of Globe Street – Along this segment, there is one lane in each direction. South of Grove View Road and north of Modular Way, the roadway is undivided and unstriped. From Grove View Road to Modular Way, there is a two-way left-turn lane. On-street parking is generally permitted. There is no posted speed limit existing within the segment limits.

John F. Kennedy Drive to Alessandro Boulevard – From John F. Kennedy Drive to Cactus Avenue, there is one lane in each direction undivided. From Cactus Avenue to Alessandro Boulevard, there are two lanes in each direction with a painted median. In addition, there is a school along this segment. The roadway has average lane widths north of Cactus Avenue and has above average lane widths south of Cactus Avenue. On-street parking is generally not permitted. The current posted speed limit is 45 mph from John F. Kennedy Drive to Cactus Avenue, 40 mph from Cactus Avenue to Alessandro Boulevard, and 25 mph when children are present.

Cottonwood Avenue to Eucalyptus Avenue – Along this segment, there are two lanes in each direction undivided. There is a school along this segment. The roadway has average lane widths. On-street parking is not permitted. The current posted speed limit is 40 mph and is 25 mph when children are present.

Eucalyptus Avenue to Sunnymead Boulevard – Along this segment, there is generally one lane in each direction undivided. The roadway has above average lane widths. On-street parking is generally permitted. The current posted speed limit is 40 mph.

Elder Avenue to Ironwood Avenue – Along this segment, there is one lane each direction undivided. In addition, there is a school along this segment and the segment qualifies as a residence district. The roadway has average lane widths. On-street parking is generally permitted. The current posted speed limit is 30 mph and is 25 mph when children are present.

Krameria Avenue

Krameria Avenue is a 64' wide minor arterial that generally runs east-west.

Lasselle Street to Cahuilla Drive – Along this segment, there are two lanes in each direction from Lasselle Street to Quarter Horse Road and two lanes in the eastbound direction and one lane in the westbound direction from Quarter Horse Road to Cahuilla Drive. The roadway contains a two-way left-turn lane with occasional dedicated left-turn lanes. In addition, there is a school along this segment. The roadway has average lane widths. On-street parking is not permitted. The current posted speed limit is 35 mph and is 25 mph when children are present.

Lake Summit Drive

Lake Summit Drive is a 44' wide collector street that generally runs north-south.

Solitaire Circle to Heacock Street – Along this segment, there is one lane in each direction undivided. The roadway has above average lane widths. The segment qualifies as a residence district. On-street parking is permitted. The current posted speed limit is 30 mph.

Lasselle Street

Lasselle Street is a 25'-76' wide arterial that generally runs north-south.

South City Limit to Iris Avenue – Along this segment, there are two lanes in each direction. The roadway contains raised medians with dedicated left-turn lanes. In addition, there is one school along this segment. This segment has both Class II bike lanes and a Class III bike route. The roadway has average lane widths. On-street parking is not permitted. The current posted speed limit is 50 mph and is 25 mph when children are present.

Iris Avenue to John F. Kennedy Drive – Along this segment, there are two lanes and one bicycle lane in each direction. From Iris Avenue to Gentian Avenue, the roadway contains raised medians with dedicated left-turn lanes. From Gentian Avenue to John F. Kennedy Drive, the roadway contains a two-way left-turn lane with dedicated left-turn lanes. In addition, there is a school along this segment. The roadway has average lane widths. On-street parking is not permitted. The current posted speed limit is 50 mph and is 25 mph when children are present.

John F. Kennedy Drive to Alessandro Boulevard – Along this segment, there are two lanes and one bicycle lane in each direction. The roadway contains painted medians and a two-way left-turn lane with dedicated left-turn lanes. The roadway has average lane widths. On-street parking is not permitted. The current posted speed limit is 50 mph and is 25 mph when children are present.

Alessandro Boulevard to Eucalyptus Avenue – From Alessandro Boulevard to Cottonwood Avenue, there is generally one lane in each direction undivided. From Cottonwood Avenue to Dracaea Avenue, there is one lane in the southbound direction and two lanes in the northbound direction undivided. From Dracaea Avenue to Eucalyptus Avenue, there are two lanes in each direction with a two-way left turn lane with occasional dedicated left-turn lanes. The roadway has varying lane widths. On-street parking is generally permitted. The current posted speed limit is 45 mph.

Manzanita Avenue

Manzanita Avenue is a 64' wide minor arterial that generally runs east-west.

Heacock Street to Perris Boulevard – Along this segment, there is one lane and one bicycle lane in each direction. The segment contains painted medians with dedicated left-turn lanes. The roadway has average lane widths. On-street parking is not permitted. The current posted speed limit is 40 mph.

Modular Way

Modular Way is a 56' wide collector that generally runs east-west.

Perris Boulevard to Kitching Street – Along this segment, there is one lane in each direction. This segment contains a two-way left-turn lane. The roadway has above average lane widths. On-street parking is generally permitted. There is no posted speed limit existing within the segment limits.

Moreno Beach Drive

Moreno Beach Drive is a 40'-110' wide divided major arterial that generally runs north-south.

Cottonwood Avenue to Ironwood Avenue – From Cottonwood Avenue to Auto Mall Drive, there is one lane and one bicycle lane in each direction. This segment is mostly undivided and contains a raised median 700' south of Auto Mall Parkway. From Auto Mall Drive to Eucalyptus Avenue, there are three lanes and one bicycle lane with green colored pavement in each direction. This segment contains a raised median with occasional dedicated left turn lanes. From Eucalyptus Avenue to Ironwood Avenue, there is one lane in each direction undivided. This segment contains on- and off-ramps for SR-60. The roadway has average lane widths. On-street parking is not permitted. The current posted speed limit is 45 mph and the segment contains digital speed feedback signs.

Morrison Street

Morrison Street is a 64' wide minor arterial that generally runs north-south.

Alessandro Boulevard to Eucalyptus Avenue – Along this segment, there are two lanes in each direction. This segment is mostly undivided with occasional dedicated left-turn lanes and a painted median between Danube Way and Bay Avenue. In addition, there is a school along this segment. The roadway has average lane widths. On-street parking is generally permitted on the western side of the segment between

Petaluma Avenue and Cottonwood Avenue. The current posted speed limit is 40 mph and is 25 mph when children are present.

Morton Road

Morton Road is a 27'-44' wide local street that generally runs north-south.

Penunuri Way to Box Springs Road – Along this segment, there is one lane in each direction undivided. There is a school along this segment. The roadway has average lane widths. On-street parking is generally permitted. The current posted speed limit is 35 mph and is 25 mph when children are present.

Nandina Avenue

Nandina Avenue is a 44'-56' wide minor arterial that generally runs east-west.

Heacock Street to Perris Boulevard – Along this segment, there is one lane in each direction. This segment contains a two-way left-turn lane occasional dedicated left turn lanes. The roadway has average lane widths. On-street parking is generally not permitted. The current posted speed limit is 45 mph.

Nason Street

Nason Street is a 56'-68' wide divided major arterial with a reduced cross section from Cactus Avenue to Alessandro Boulevard, a 44'-64' wide arterial from Alessandro Boulevard to Dracaea Avenue, a divided four lane arterial from Dracaea Avenue to SR-60 ramps, and a minor arterial from SR-60 ramps to Ironwood Avenue. Nason Street generally runs north-south.

Cactus Avenue to Alessandro Boulevard – Along this segment, there are two lanes in the northbound direction, three lanes in the southbound direction, and one bicycle lane in each direction. The segment has a raised median with occasional dedicated left-turn lanes. The roadway has average lane widths. On-street parking is generally not permitted. The current posted speed limit is 45 mph.

Alessandro Boulevard to Ironwood Avenue – From Alessandro Boulevard to Cottonwood Avenue, there are two lanes and one bicycle lane in each direction. This segment contains a raised median with occasional dedicated left turn lanes. From Cottonwood Avenue to Dracaea Avenue, there are two lanes in each direction. This segment contains a painted median and a raised median. From Dracaea Avenue to Eucalyptus Avenue, there are two lanes in each direction. This segment contains a raised median with occasional dedicated left-turn lanes. In addition, there is a school along this segment. From Eucalyptus Avenue to SR-60 Eastbound Ramps, there are two lanes and one bicycle lane in each direction. This segment contains a raised median with occasional dedicated left-turn lanes. From SR-60 Eastbound Ramps to SR-60 Westbound Ramps/Elder Avenue, there are two lanes in each direction with a painted median. From SR-60 Westbound Ramps/Elder Avenue, there are two lanes in the northbound direction and one lane in the southbound direction undivided. The roadway has average lane widths. On-street parking is generally not permitted. The current posted speed limit is 45 mph and is 25 mph when children are present.

Old Lake Drive

Old Lake Drive is a 64' wide minor arterial that generally runs east-west.

Pigeon Pass Road to Sunnymead Ranch Parkway – Along this segment, there are two lanes in each direction. The segment has a two-way left-turn lane. In addition, there is a school along this segment. The roadway has average to above average lane widths. On-street parking is generally permitted on the southern portion of the segment. The current posted speed limit is 45 mph and is 25 mph when children are present.

Oliver Street

Oliver Street is a 44' wide local street south of Iris Avenue and a 22'-44' minor arterial north of Iris Avenue. Oliver Street generally runs north-south.

Laurel Court to Iris Avenue – Along this segment, there is one lane in each direction undivided. The roadway has above average lane widths. This segment qualifies as a residence district. On-street parking is permitted. The current posted speed limit is 25 mph and the segment contains digital speed feedback signs.

Cactus Avenue to Alessandro Boulevard – Along this segment, there is one lane in each direction undivided. A majority of the segment is unstriped. On-street parking is generally permitted. The current posted speed limit is 40 mph.

Alessandro Boulevard to Cottonwood Avenue – Along this segment, there is one lane in each direction undivided. The roadway has below average lane widths. On-street parking is permitted. The current posted speed limit is 45 mph.

Perris Boulevard

Perris Boulevard is a 38-86' wide divided arterial that generally runs north-south.

Ironwood Avenue to Heacock Street – From Ironwood Avenue to Kalmia Avenue, there are two lanes and one bicycle lane in each direction. This segment contains a two-way left-turn lane. In addition, there is a school along this segment. On-street parking is generally permitted adjacent to the school. From Kalmia Avenue to 500' north of Old Perris Boulevard, there are two lanes and one bicycle lane in each direction. This segment contains raised medians with occasional dedicated left-turn lanes. From 500' north of Old Perris Boulevard to Manzanita Avenue, there are two lanes in each direction and a two-way left-turn lane. From Manzanita Avenue to Sunnymead Ranch Parkway/Covey Road, there are two lanes and one bicycle lane in each direction and a two-way left-turn lane. From Sunnymead Ranch Parkway/Covey Road to Heacock Street, there are one to two lanes in the northbound direction and two lanes in the southbound direction. This segment contains a two-way left-turn lane. The roadway has average to above average lane widths. On-street parking is generally not permitted. The current posted speed limit is 45 mph between Ironwood Avenue and Pico Vista Way, 50 mph between Pico Vista Way and Heacock Street, and 25 mph when children are present near the school.

Pigeon Pass Road

Pigeon Pass Road is a 64'-90' wide divided four lane arterial between Sunnymead Boulevard and Ironwood Avenue and generally runs north-south.

Sunnymead Boulevard to Ironwood Avenue – From Sunnymead Boulevard to Hemlock Avenue, there are two lanes in each direction undivided with dedicated left-turn lanes. In addition, on- and off-ramps for SR-60 are along this segment. From Hemlock Avenue to Ironwood Avenue, there two lanes in each direction. This segment has a painted median with occasional dedicated left-turn lanes. The roadway has average lane widths. On-street parking is not permitted. The current posted speed limit is 45 mph.

Presidio Hills Drive

Presidio Hills Drive is a 44'-64' wide local street that generally runs east-west.

Pigeon Pass Road to Espada Creek Road – Along this segment, there is one lane in each direction. The segment contains a raised median with dedicated left-turn lanes between Pigeon Pass Road and Via Montara and is undivided between Via Montara and Espada Creek Road. The segment has a two-way left turn lane. The roadway has an above average westbound lane width and average eastbound lane widths. On-street parking is generally permitted. The current posted speed limit is 35 mph.

Reche Vista Drive

Reche Vista Drive is a 24'-48' wide undivided arterial that generally runs north-south.

Heacock Street to North City Limit – Along this segment, there is one lane in each direction undivided. The roadway has above average lane widths. On-street parking is not permitted. There is no posted speed limit existing within the segment limits.

Redlands Boulevard

Redlands Boulevard is a 32'-52' wide divided four-lane arterial that generally runs north-south.

Cactus Avenue to Cottonwood Avenue – From Cactus Avenue to Brodiaea Avenue, there is one lane in each direction undivided. From Brodiaea Avenue to Alessandro Boulevard, there are two lanes in each direction undivided. From Alessandro Boulevard to Cottonwood Avenue, there is one lane in each direction. This segment is mostly undivided and has a raised median 600' south of Alessandro Boulevard. There is no existing curb and gutter on the eastern portion of the segment. The roadway has average to above average lane widths. On-street parking is generally permitted. The current posted speed limit is 50 mph.

Cottonwood Avenue to SR-60 Eastbound Ramps – From Cottonwood Avenue to Dracaea Avenue, there are two lanes in the southbound direction and one lane in the northbound direction. This segment contains a raised median. From Dracaea Avenue to SR-60 Eastbound Ramps, there is one lane in each direction undivided. The roadway has above average lane widths. On-street parking is generally permitted. The current posted speed limit is 55 mph.

SR-60 Eastbound Ramps to North City Limit – From SR-60 Eastbound Ramps to 350' south of Kalmia Avenue, there is one lane in each direction undivided with occasional dedicated left-turn lanes. From 350' south of Kalmia Avenue to Highland Boulevard, there is one lane in each direction and a two-way left-turn lane. From Highland Boulevard to North City limit, there is one lane in each direction. This segment contains painted medians with dedicated left-turn lanes 900' north of Highland Boulevard before becoming undivided. The roadway has above average lane widths. On-street parking is generally permitted. The current posted speed limit is 55 mph.

Rivard Road

Rivard Road is a 44'-56' wide local street that generally runs north-south and east-west.

San Michele Road to Perris Boulevard – Along this segment, there is one lane in each direction undivided. The roadway has above average lane widths and is minimally striped. On-street parking is generally permitted. There is no posted speed limit existing within the segment limits.

San Michele Road

San Michele Road is a 44'-76' wide arterial that generally runs east-west.

Heacock Street to Perris Boulevard – Along this segment, there are one to two lanes each direction. The segment contains a two-way left-turn lane. The roadway has average lane widths. On-street parking is generally not permitted. The current posted speed limit is 45 mph.

Sunnymead Boulevard

Sunnymead Boulevard is a 28'-72' wide arterial that generally runs east-west.

Frederick Street to Heacock Street – Along this segment, there are two lanes and one bicycle lane in each direction. This segment contains raised medians and two-way left-turn lanes with dedicated left-turn lanes. The roadway has average lane widths. This segment qualifies as a business district. On-street parking is not permitted. The current posted speed limit is 35 mph.

Heacock Street to Perris Boulevard – Along this segment, there are two lanes and a bicycle lane in each direction. This segment contains raised medians and two-way left-turn lanes with dedicated left-turn lanes. This segment has Class III shared bike lanes. The roadway has average lane widths. This segment qualifies as a business district. On-street parking is not permitted. The current post speed limit is 35 mph.

Perris Boulevard to Kitching Street – From Perris Boulevard to 750' east of SR-60 Eastbound On-Ramp, there are two lanes in each direction and a two-way left-turn lane with dedicated left-turn lanes. From 750' east of SR-60 Eastbound On-Ramp to Kitching Street, there is one lane in each direction undivided. The roadway has average to above average lane widths. On-street parking is permitted near Kitching Street. The current post speed limit is 40 mph.

Sunnymead Ranch Parkway

Sunnymead Ranch Parkway is a 76'-78' wide arterial that generally runs east-west.

Pigeon Pass Road to Heacock Street – Along this segment, there are two lanes and one bicycle lane in each direction. This segment contains raised medians and two-way left-turn lanes with dedicated left-turn lanes. The roadway has average lane widths. On-street parking is generally not permitted. The current posted speed limit is 45 mph.

Heacock Street to Perris Boulevard – Along this segment, there are two lanes and one bicycle lane in each direction. This segment contains painted medians with dedicated left-turn lanes. In addition, there is a school along this segment. The roadway has average lane widths. On-street parking is generally not permitted. The current posted speed limit is 45 mph and is 25 mph when children are present. There are also digital speed feedback signs on this segment.

Towngate Boulevard

Towngate Boulevard is a 94' wide divided major arterial that generally runs east-west.

Eucalyptus Avenue to Frederick Street – Along this segment, there are two lanes and one bicycle lane in each direction. This segment contains raised medians with dedicated left-turn lanes. The roadway has above average lane widths. On-street parking is not permitted. The current posted speed limit is 40 mph.

Town Circle

Town Circle is a 67' wide local street that forms part of a ring road around the Moreno Valley Mall.

Heritage Way to Centerpoint Drive – Along this segment, there are two lanes in each direction. This segment contains a two-way left-turn lane. The roadway has above average lane widths. This segment qualifies as a business district. On-street parking is not permitted. The current posted speed limit is 25 mph.

Theodore Street

Theodore Street is a 24'-40' wide minor arterial that generally runs north-south.

Alessandro Boulevard to Ironwood Avenue – Along this segment, there one lane in each direction. The roadway has above average lane widths. On-street parking is not permitted. The current posted speed limit is 55 mph.

The following Exhibits display each study segment and the corresponding existing speed limit signs and their approximate locations.



MATCH LINE SEE EXHIBIT 5

MATCH LINE SEE EXHIBIT 2

SPEED SURVEY LOCATIONS

50.	MORTON RD (PENUNURI WAY TO BOX SPRINGS RD)
54.	OLD LAKE DR (PIGEON PASS RD TO SUNNYMEAD RANCH PKWY)
60.	PRESIDIO HILLS DR (PIGEON PASS RD TO ESPADA CREEK RD)
70.	SUNNYMEAD RANCH PKWY (PIGEON PASS RD TO HEACOCK ST)

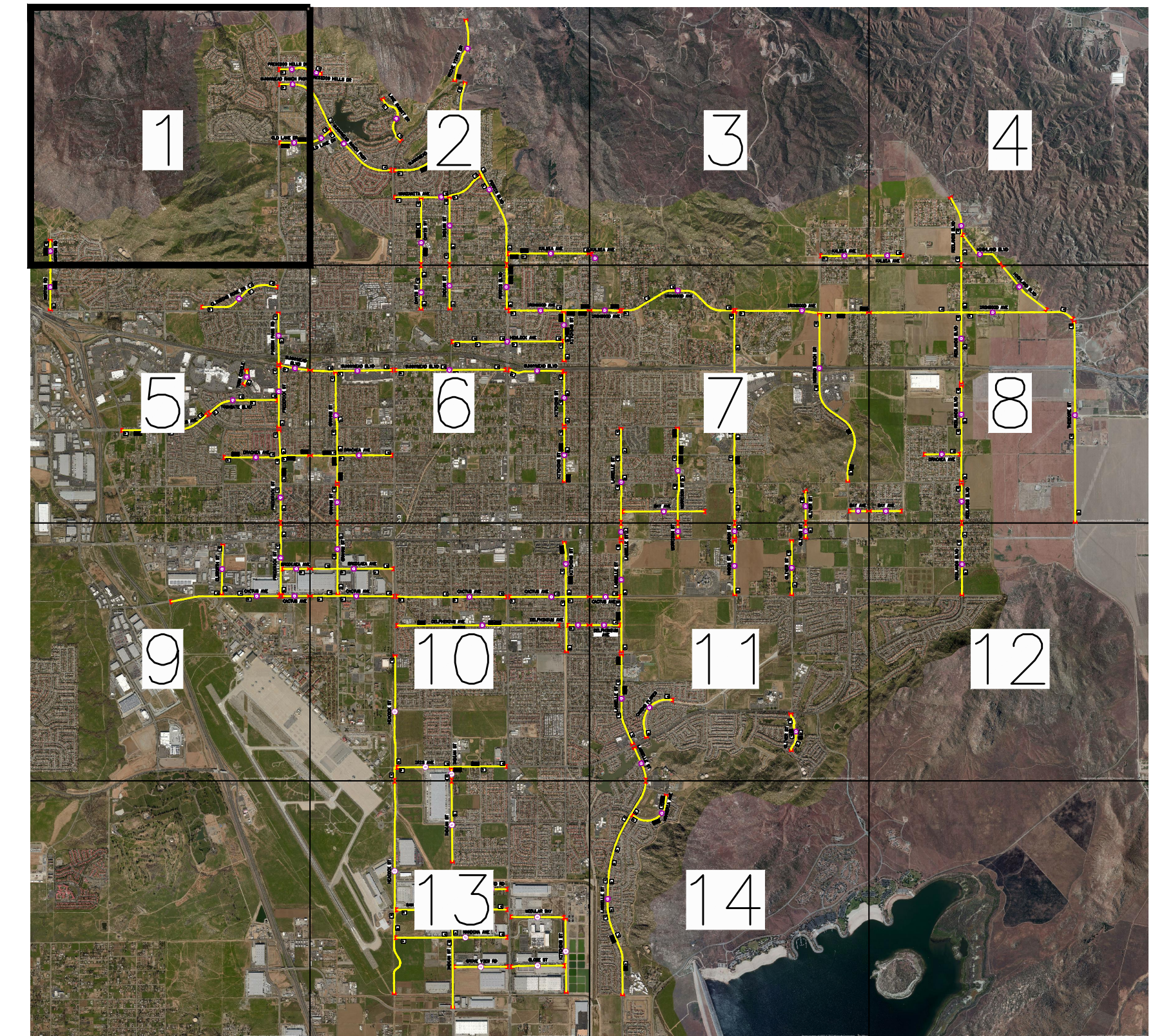


EXHIBIT INDEX MAP

LEGEND:

- SPEED SURVEY LOCATION
- SEGMENT LIMITS
- CONTINUE ON NEXT SHEET
- SPEED SURVEY SEGMENT
- NO SCALE
- NORTH

**MORENO VALLEY
SPEED SURVEY
SEGMENT LOCATIONS**

EXHIBIT 1

SPEED SURVEY LOCATIONS

10.	DAVIS ST (IRONWOOD AVE TO MANZANITA AVE)
28.	INDIAN ST (IRONWOOD AVE TO MANZANITA AVE)
33.	KALMIA AVE (PERRIS BLVD TO SLAWSON AVE)
41.	LAKE SUMMIT DR (SOLITAIRE CIR TO HEACOCK ST)
46.	MANZANITA AVE (HEACOCK ST TO PERRIS BLVD)
54.	OLD LAKE DR (PIGEON PASS RD TO SUNNYMEAD RANCH PKWY)
58.	PERRIS BLVD (IRONWOOD AVE TO HEACOCK ST)
60.	PRESIDIO HILLS DR (PIGEON PASS RD TO ESPADA CREEK RD)
61.	RECHE VISTA DR (HEACOCK ST TO NORTH CITY LIMIT)
70.	SUNNYMEAD RANCH PKWY (PIGEON PASS RD TO HEACOCK ST)
71.	SUNNYMEAD RANCH PKWY (HEACOCK ST TO PERRIS BLVD)

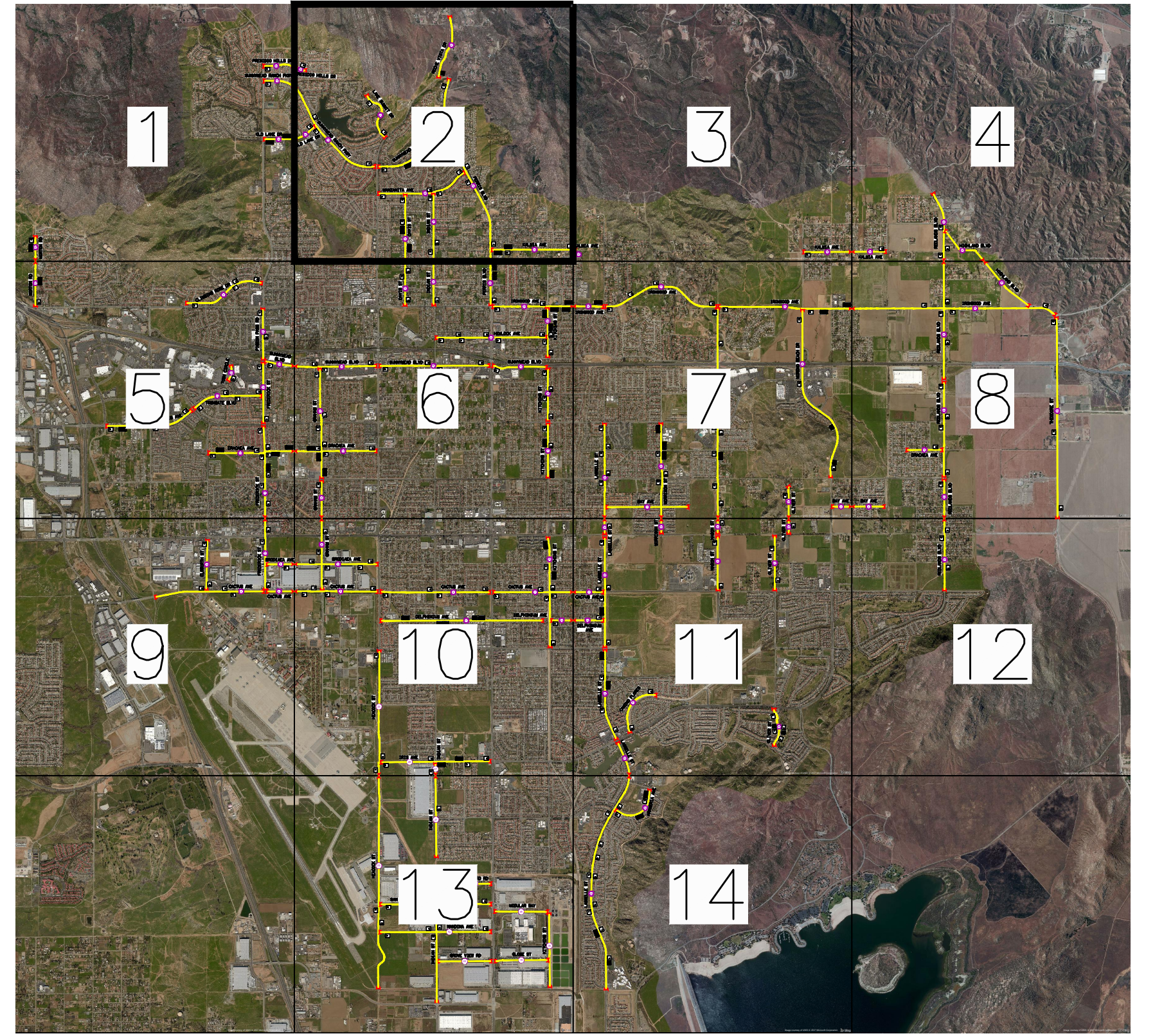
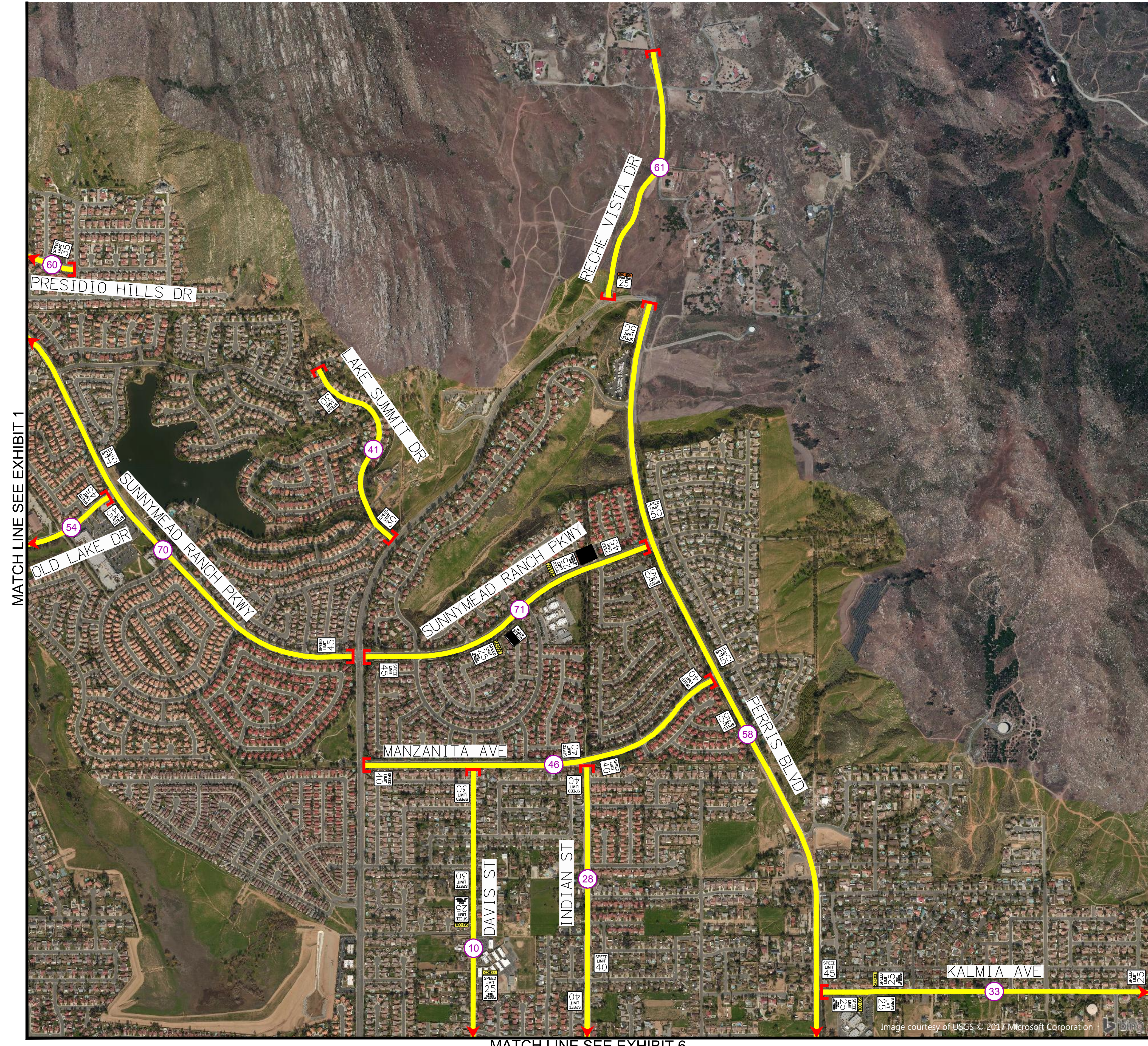


EXHIBIT INDEX MAP

LEGEND:

- SPEED SURVEY LOCATION
- SEGMENT LIMITS
- CONTINUE ON NEXT SHEET
- SPEED SURVEY SEGMENT
- NO SCALE
- NORTH

**MORENO VALLEY
SPEED SURVEY
SEGMENT LOCATIONS**

EXHIBIT 2

SPEED SURVEY LOCATIONS

33.	KALMIA AVE (PERRIS BLVD TO SLAWSON AVE)
34.	KALMIA AVE (MORENO BEACH DR TO QUINCY ST)

MATCH LINE SEE EXHIBIT 2



MATCH LINE SEE EXHIBIT 4

MATCH LINE SEE EXHIBIT 7

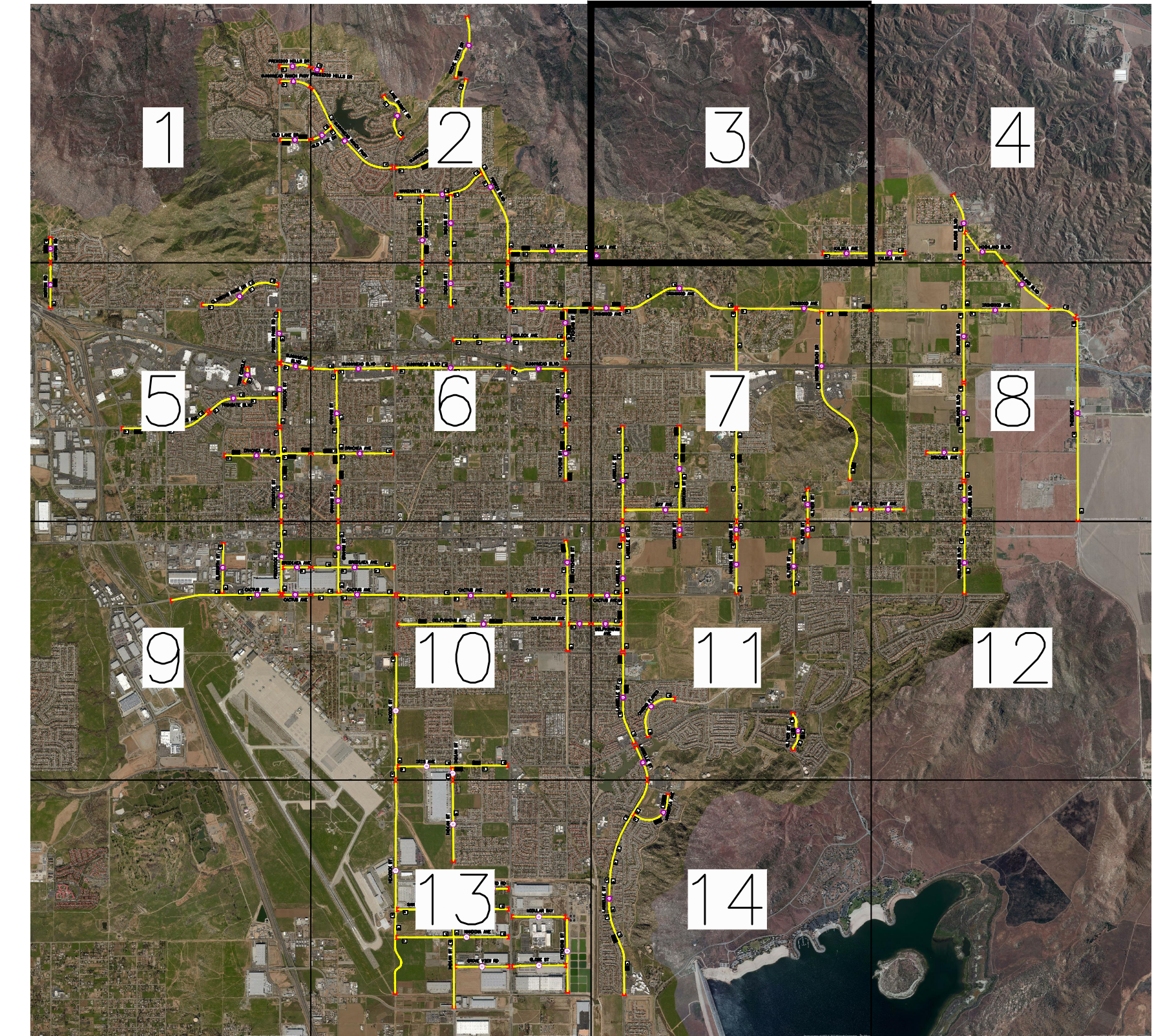


EXHIBIT INDEX MAP

LEGEND:

- SPEED SURVEY LOCATION
- SEGMENT LIMITS
- CONTINUE ON NEXT SHEET
- SPEED SURVEY SEGMENT
- NO SCALE
- NORTH

MORENO VALLEY SPEED SURVEY SEGMENT LOCATIONS

SPEED SURVEY LOCATIONS

25.	HIGHLAND BLVD (IRONWOOD AVE TO REDLANDS BLVD)
34.	KALMIA AVE (MORENO BEACH DR TO QUINCY ST)
64.	REDLANDS BLVD (SR-60 EB RAMP TO NORTH CITY LIMIT)

MATCH LINE SEE EXHIBIT 3



MATCH LINE SEE EXHIBIT 8

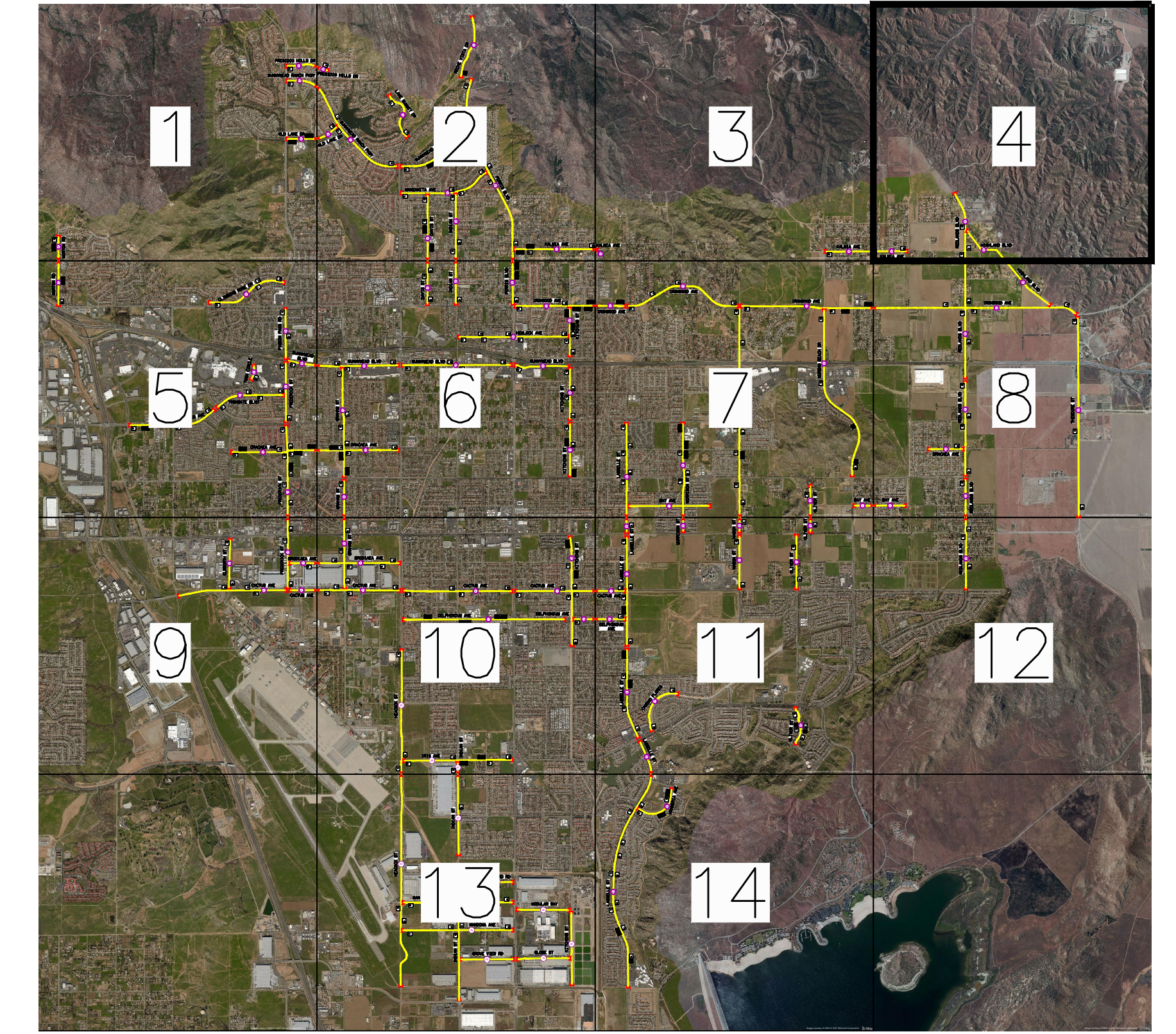


EXHIBIT INDEX MAP

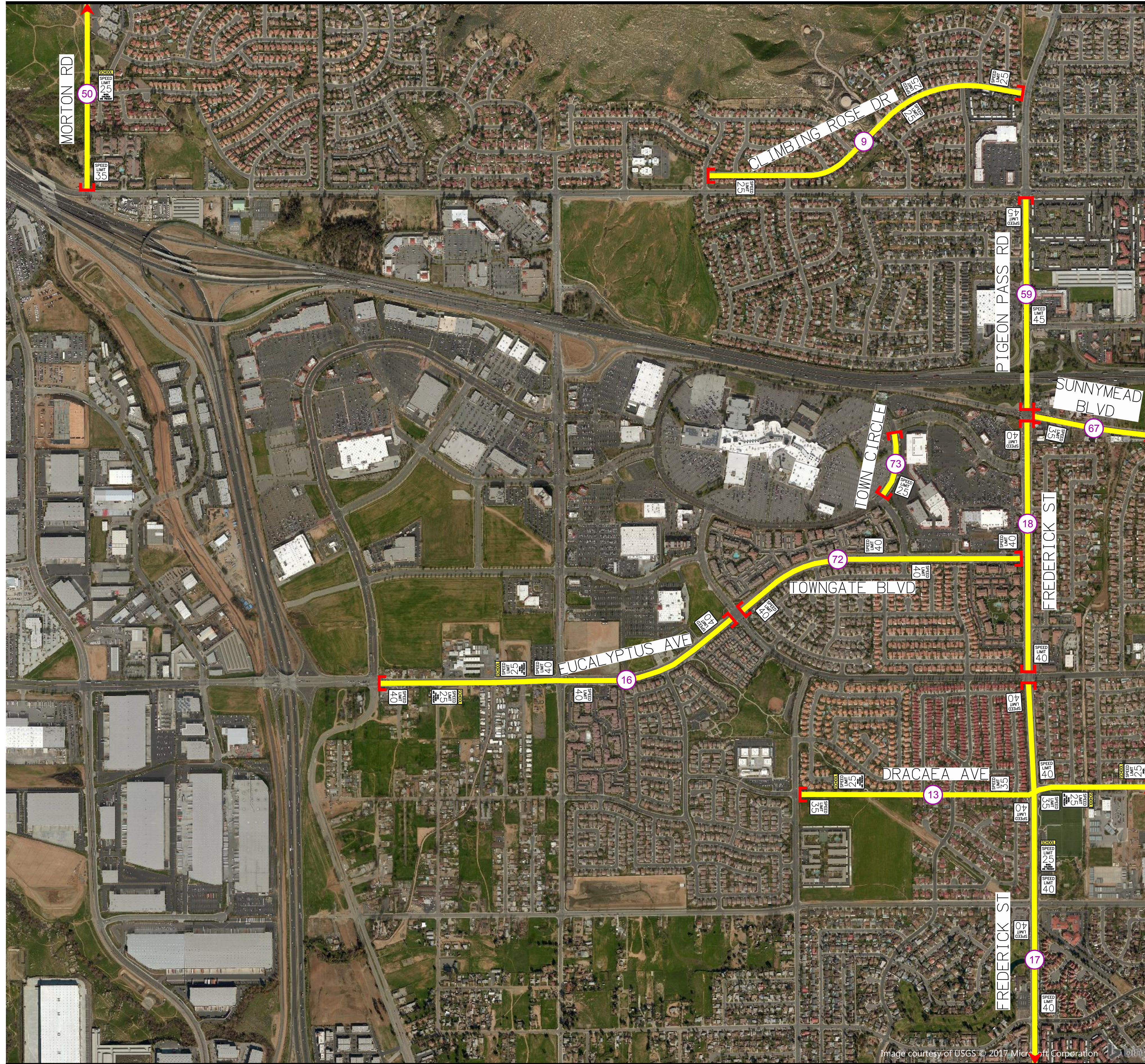
LEGEND:

- # SPEED SURVEY LOCATION
- SEGMENT LIMITS
- ▶ CONTINUE ON NEXT SHEET
- SPEED SURVEY SEGMENT
- NO SCALE
- NORTH

**MORENO VALLEY
SPEED SURVEY
SEGMENT LOCATIONS**

EXHIBIT 4

MATCH LINE SEE EXHIBIT 1



MATCH LINE SEE EXHIBIT 9

SPEED SURVEY LOCATIONS

9.	CLIMBING ROSE DR (BARCLAY DR TO PIGEON PASS RD)
13.	DRACAEA AVE (ELSWORTH ST TO HEACOCK ST)
16.	EUCALYPTUS AVE (VALLEY SPRINGS PKWY TO MEMORIAL WY)
17.	FREDERICK ST (CACTUS AVE TO EUCALYPTUS AVE)
18.	FREDERICK ST (EUCALYPTUS AVE TO SUNNYMEAD BLVD)
50.	MORTON RD (PENUNURI WAY TO BOX SPRINGS RD)
59.	PIGEON PASS RD (SUNNYMEAD BLVD TO IRONWOOD AVE)
67.	SUNNYMEAD BLVD (FREDERICK ST TO HEACOCK ST)
72.	TOWNGATE BLVD (EUCALYPTUS AVE TO FREDERICK ST)
73.	TOWN CIRCLE (HERITAGE WAY TO CENTERPOINTE DR)

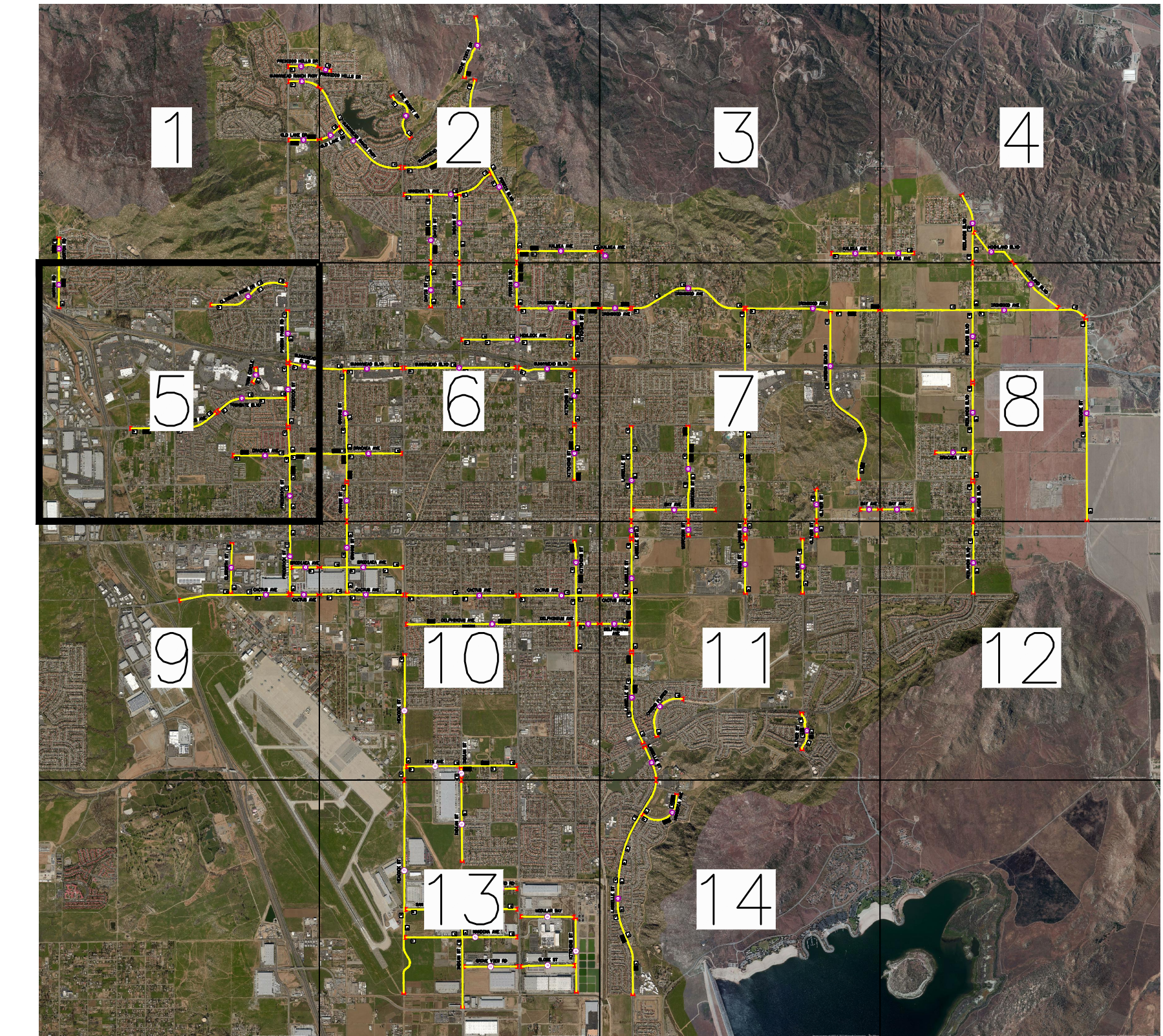


EXHIBIT INDEX MAP

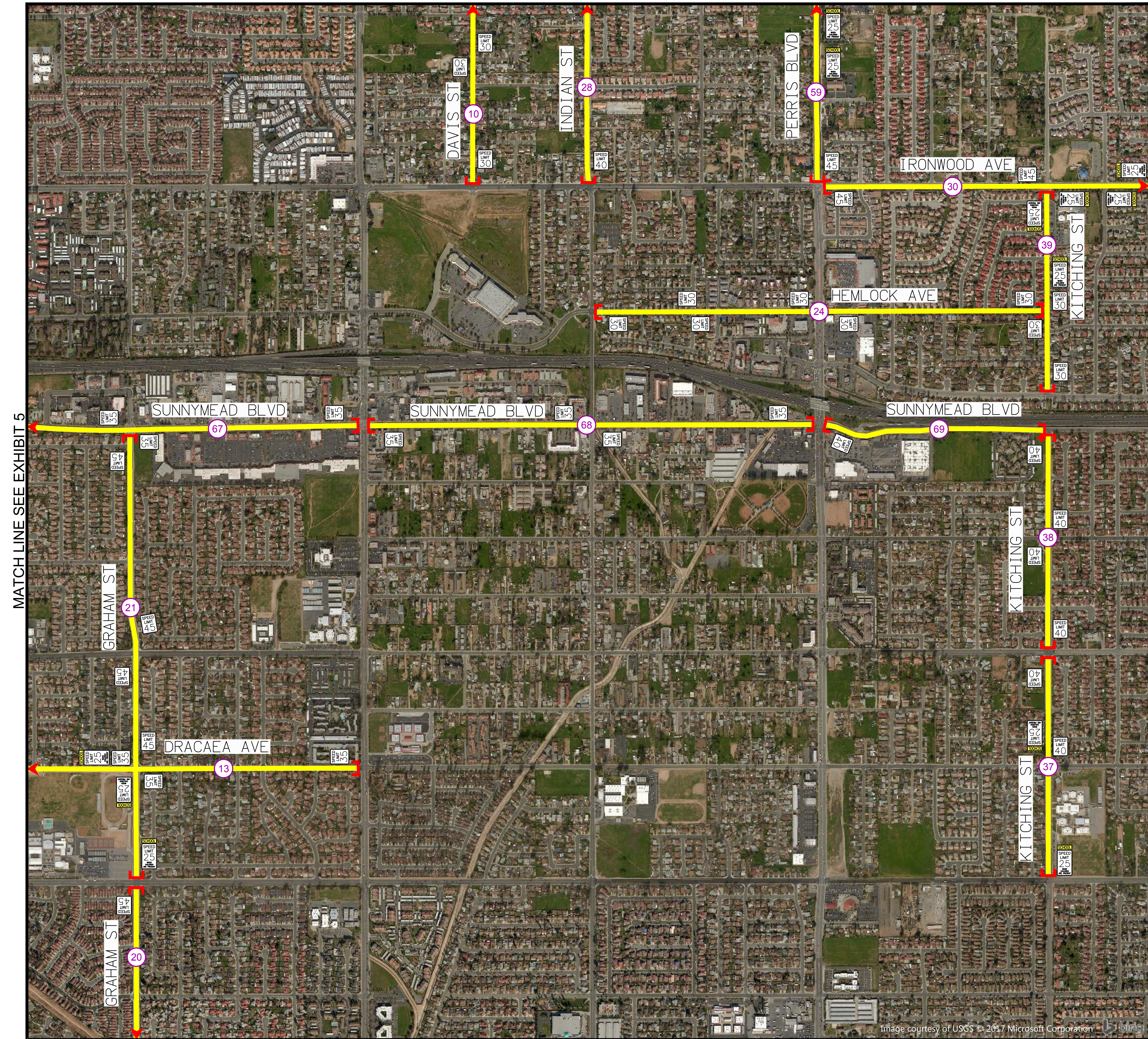
LEGEND:

- # SPEED SURVEY LOCATION
- SEGMENT LIMITS
- ▶ CONTINUE ON NEXT SHEET
- SPEED SURVEY SEGMENT
- NO SCALE
- NORTH

**MORENO VALLEY
SPEED SURVEY
SEGMENT LOCATIONS**

EXHIBIT 5

MATCH LINE SEE EXHIBIT 2



MATCH LINE SEE EXHIBIT 5

MATCH LINE SEE EXHIBIT 7

MATCH LINE SEE EXHIBIT 10

SPEED SURVEY LOCATIONS

10.	DAVIS ST (IRONWOOD AVE TO MANZANITA AVE)
13.	DRACAEA AVE (ELSWORTH ST TO HEACOCK ST)
20.	GRAHAM ST (CACTUS AVE TO COTTONWOOD AVE)
21.	GRAHAM ST (COTTONWOOD AVE TO SUNNYMEAD BLVD)
24.	HEMLOCK AVE (INDIAN ST TO KITCHING ST)
28.	INDIAN ST (IRONWOOD AVE TO MANZANITA AVE)
30.	IRONWOOD AVE (PERRIS BLVD TO LASSELLE ST)
37.	KITCHING ST (COTTONWOOD AVE TO EUCALYPTUS AVE)
38.	KITCHING ST (EUCALYPTUS AVE TO SUNNYMEAD BLVD)
39.	KITCHING ST (ELDER AVE TO IRONWOOD AVE)
58.	PERRIS BLVD (IRONWOOD AVE TO HEACOCK ST)
67.	SUNNYMEAD BLVD (FREDERICK ST TO HEACOCK ST)
68.	SUNNYMEAD BLVD (HEACOCK ST TO PERRIS BLVD)
69.	SUNNYMEAD BLVD (PERRIS BLVD TO KITCHING ST)

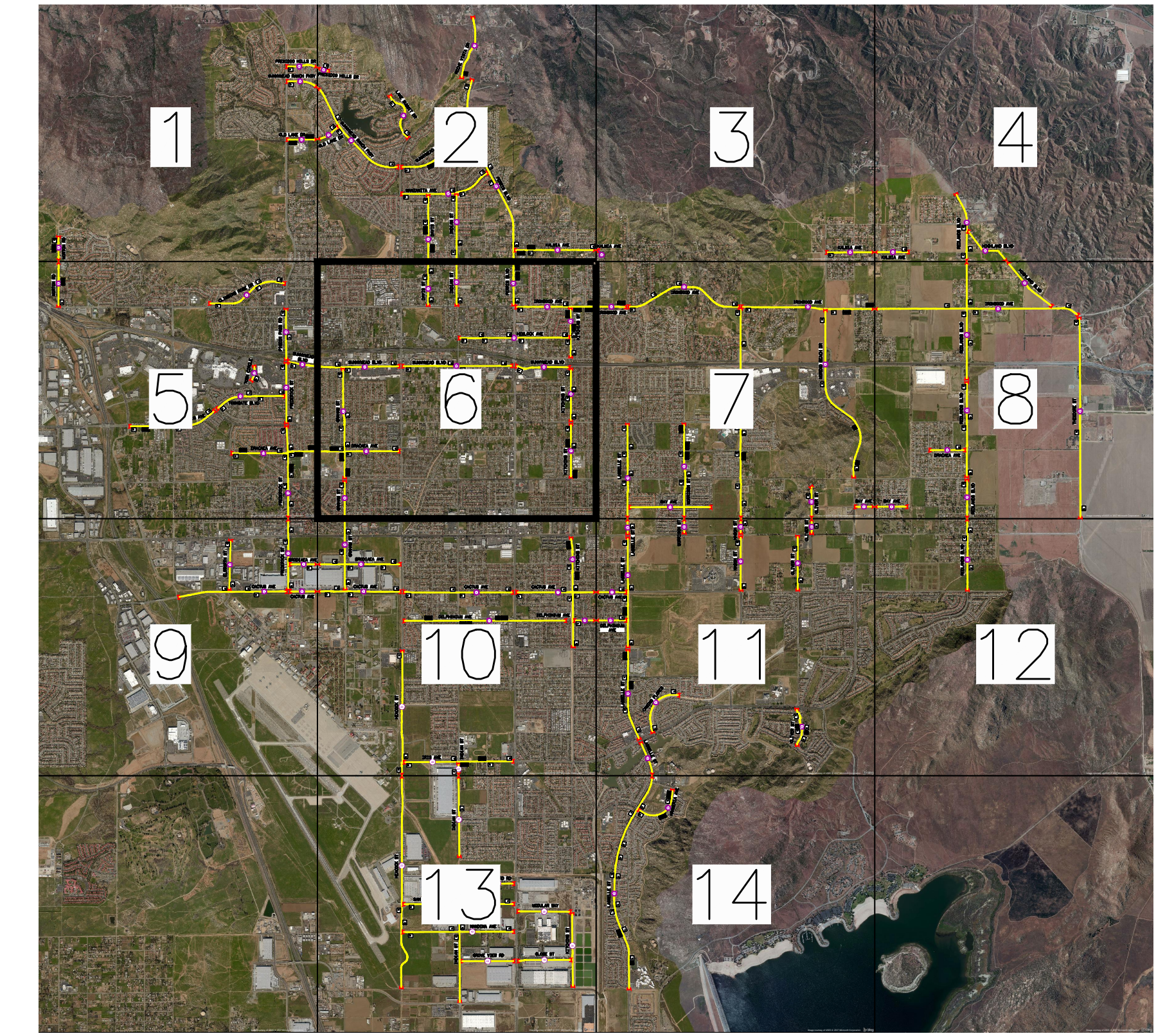


EXHIBIT INDEX MAP

LEGEND:

- # SPEED SURVEY LOCATION
- SEGMENT LIMITS
- ▶ CONTINUE ON NEXT SHEET
- SPEED SURVEY SEGMENT

NO SCALE

NORTH

**MORENO VALLEY
SPEED SURVEY
SEGMENT LOCATIONS**

EXHIBIT 6

MATCH LINE SEE EXHIBIT 3

SPEED SURVEY LOCATIONS

1.	BAY AVE (LASSELLE ST TO 400' EAST OF SAPPHIRE WAY)
2.	BAY AVE (MORENO BEACH DR TO QUINCY ST)
30.	IRONWOOD AVE (PERRIS BLVD TO LASSELLE ST)
31.	IRONWOOD AVE (LASSELLE ST TO NASON ST)
32.	IRONWOOD AVE (NASON ST TO THEODORE ST)
45.	LASSELLE ST (ALESSANDRO BLVD TO EUCALYPTUS AVE)
48.	MORENO BEACH DR (COTTONWOOD AVE TO IRONWOOD AVE)
49.	MORRISON ST (ALESSANDRO BLVD TO EUCALYPTUS AVE)
53.	NASON ST (ALESSANDRO BLVD TO IRONWOOD AVE)
57.	OLIVER ST (ALESSANDRO BLVD TO COTTONWOOD AVE)

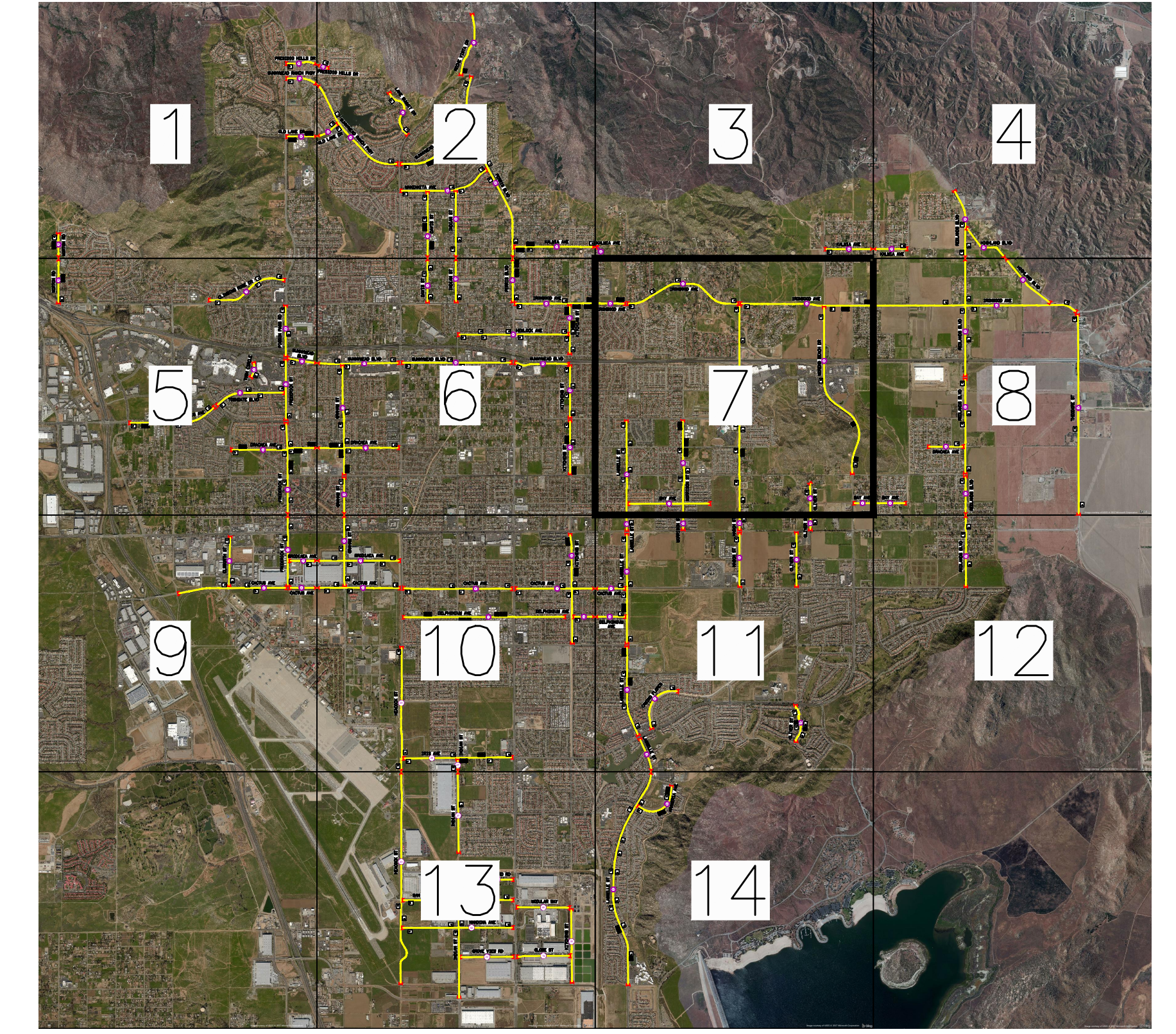
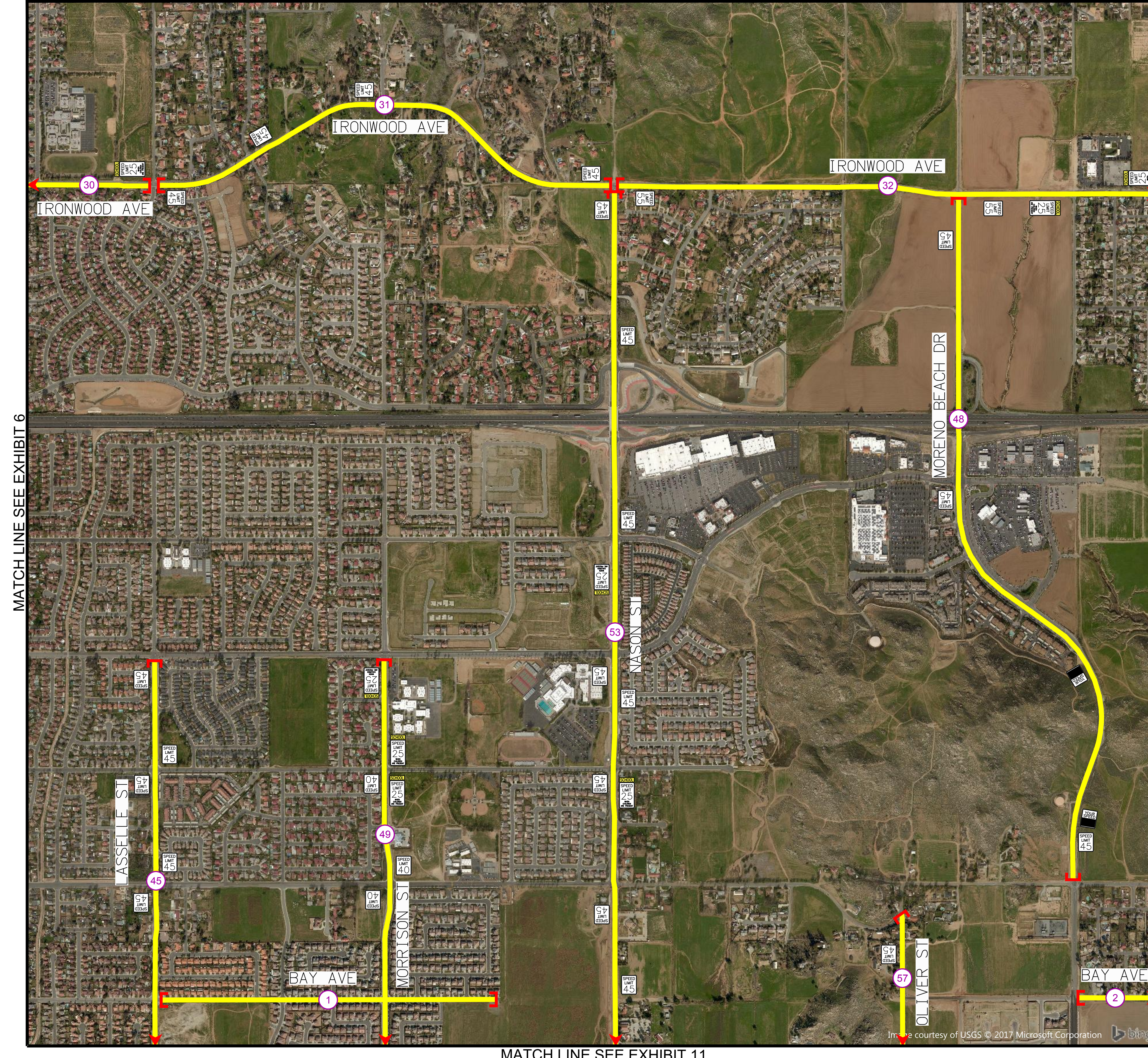


EXHIBIT INDEX MAP

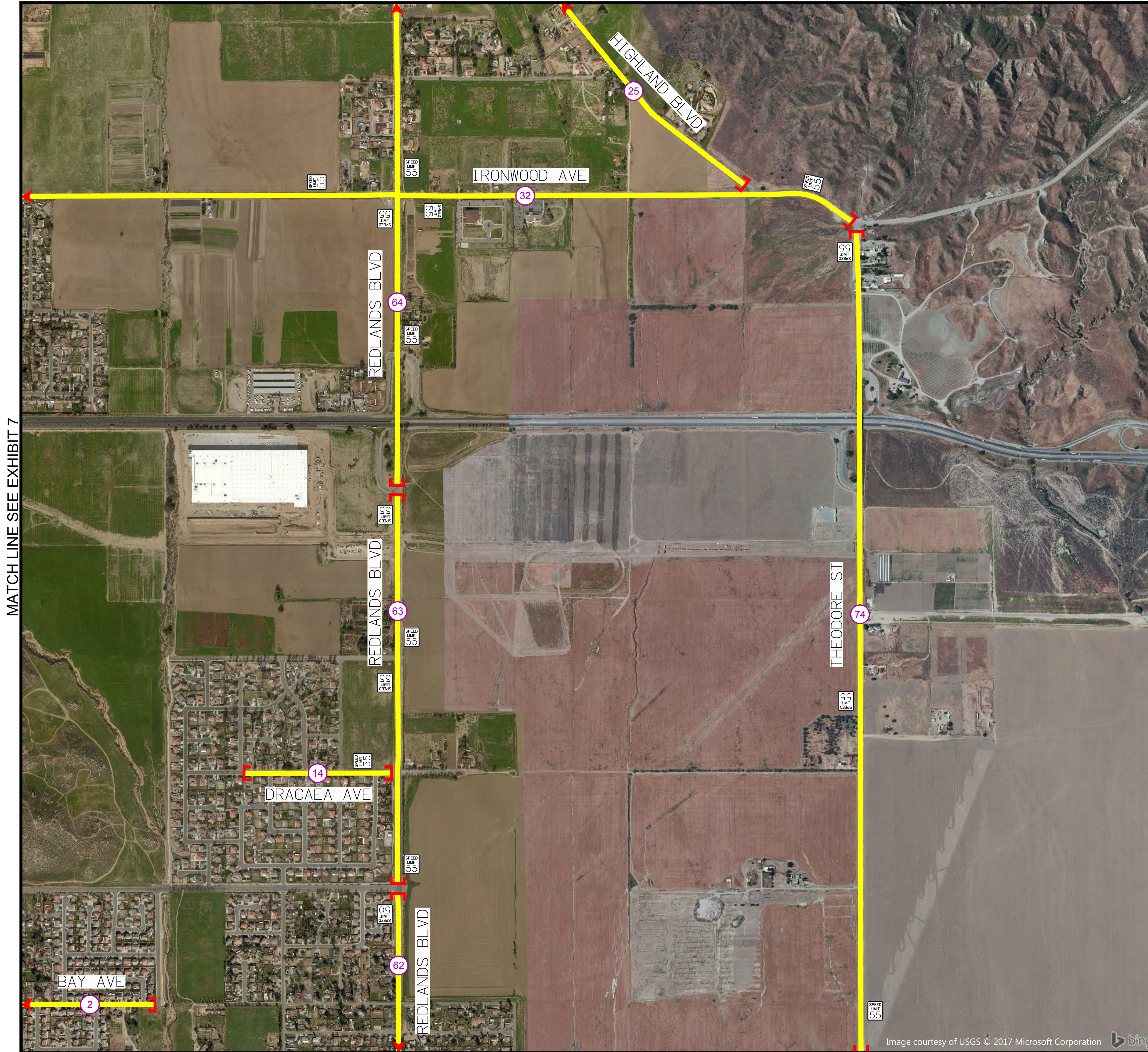
LEGEND:

- # SPEED SURVEY LOCATION
- [] SEGMENT LIMITS
- ▶ CONTINUE ON NEXT SHEET
- SPEED SURVEY SEGMENT
- NO SCALE
- NORTH

**MORENO VALLEY
SPEED SURVEY
SEGMENT LOCATIONS**

EXHIBIT 7

MATCH LINE SEE EXHIBIT 4



SPEED SURVEY LOCATIONS

2.	BAY AVE (MORENO BEACH DR TO QUINCY ST)
14.	DRACAEA AVE (GERSHWIN WAY TO REDLANDS BLVD)
25.	HIGHLAND BLVD (IRONWOOD AVE TO REDLANDS BLVD)
32.	IRONWOOD AVE (NASON ST TO THEODORE ST)
62.	REDLANDS BLVD (CACTUS AVE TO COTTONWOOD AVE)
63.	REDLANDS BLVD (COTTONWOOD AVE TO SR-60 EB RAMP)
64.	REDLANDS BLVD (SR-60 EB RAMP TO NORTH CITY LIMIT)
74.	THEODORE ST (ALESSANDRO BLVD TO IRONWOOD AVE)

MATCH LINE SEE EXHIBIT 7

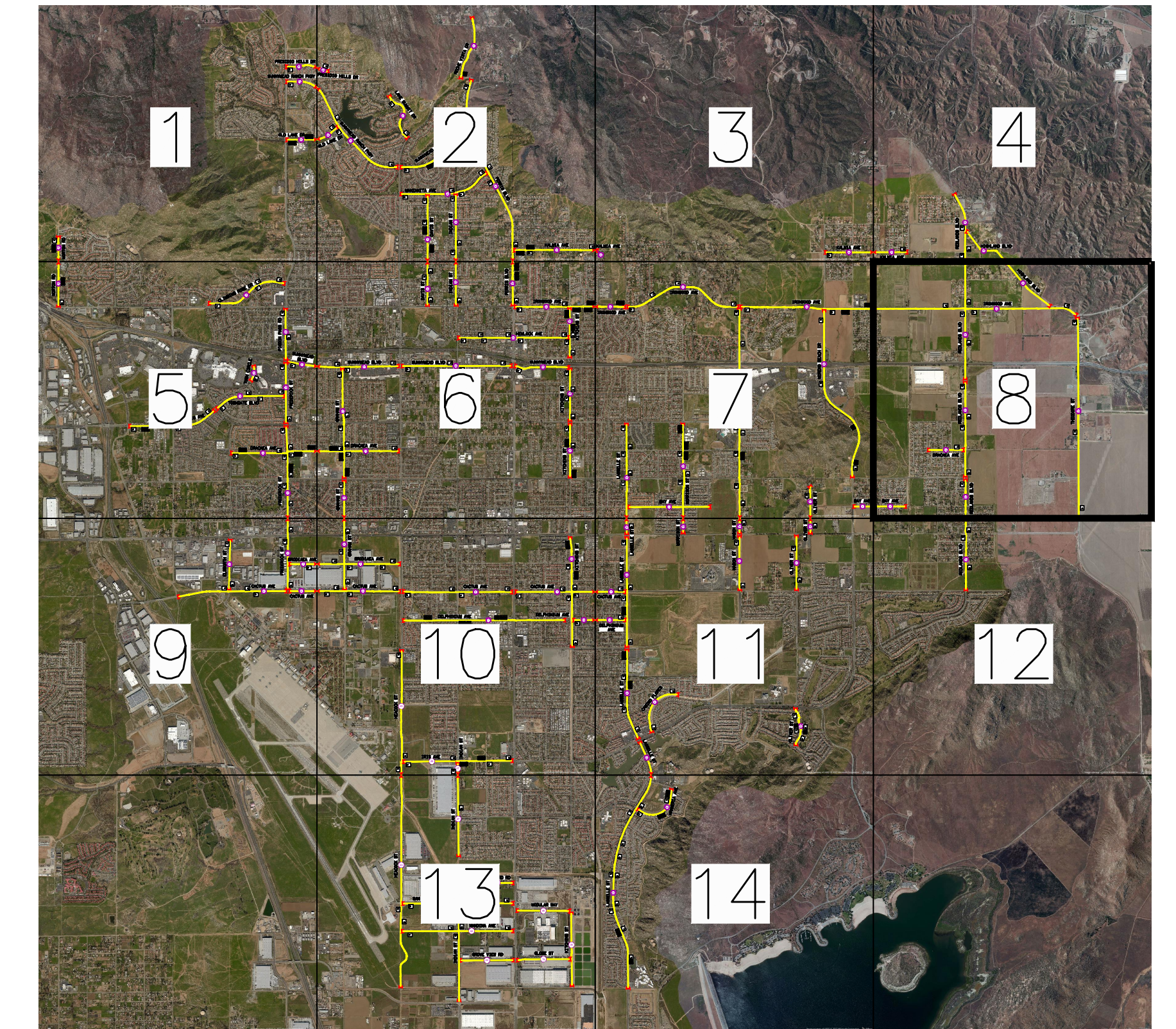


EXHIBIT INDEX MAP

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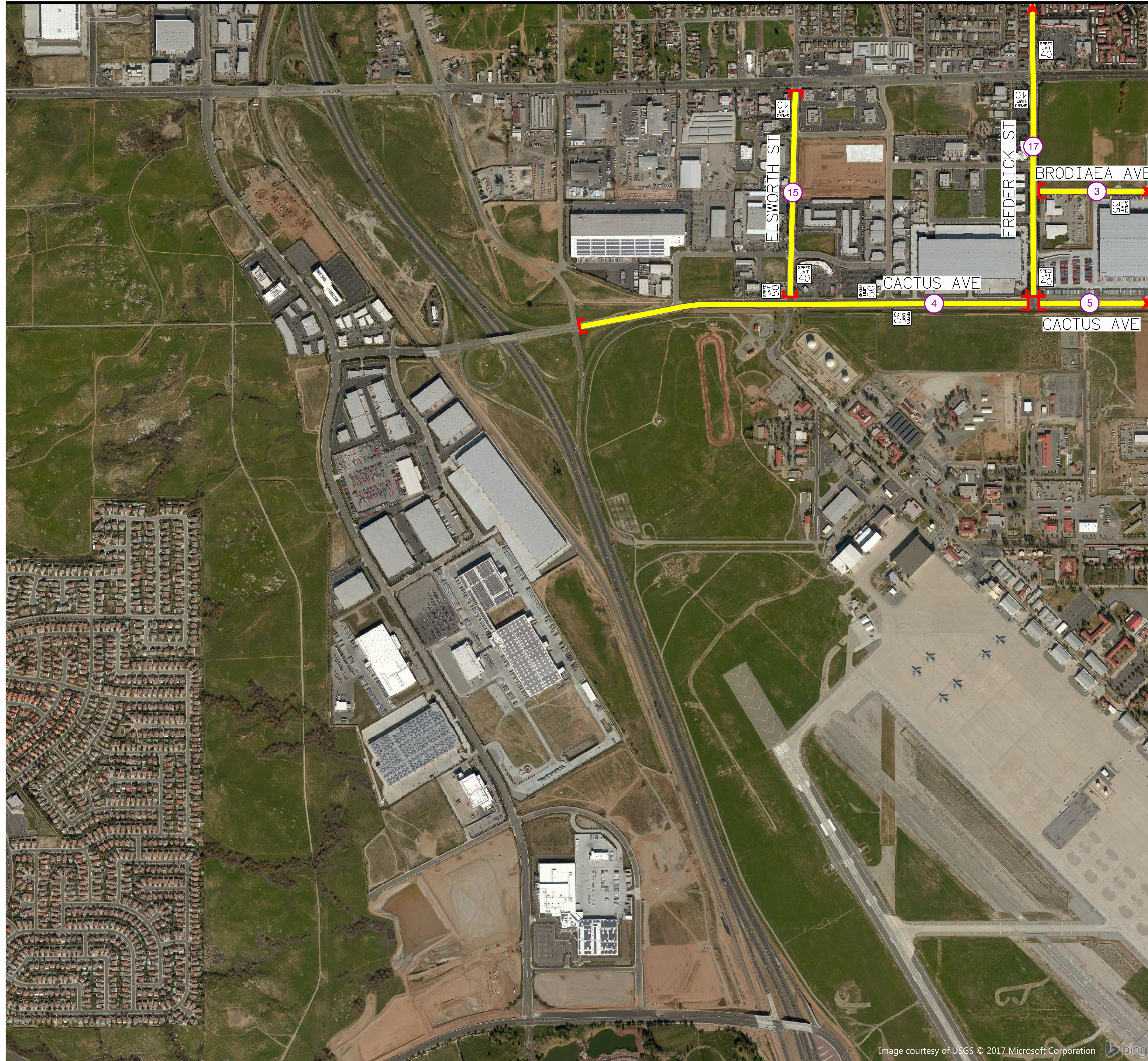
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- SEGMENT LIMITS
- ▶ CONTINUE ON NEXT SHEET
- SPEED SURVEY SEGMENT
- NO SCALE
- NORTH

**MORENO VALLEY
SPEED SURVEY
SEGMENT LOCATIONS**

MATCH LINE SEE EXHIBIT 12

C:\USERS\BRYANLUONG\DESKTOP\MORENO VALLEY\EXHIBIT MASTER.DWG BRYANLUONG 2/28/17 1:54 pm

MATCH LINE SEE EXHIBIT 5



MATCH LINE SEE EXHIBIT 10

SPEED SURVEY LOCATIONS

3.	BRODIAEA AVE (FREDERICK ST TO HEACOCK ST)
4.	CACTUS AVE (OLD 215 FRONTAGE RD TO FREDERICK ST)
5.	CACTUS AVE (FREDERICK ST TO HEACOCK ST)
15.	ELSWORTH ST (CACTUS AVE TO ALESSANDRO BLVD)
17.	FREDERICK ST (CACTUS AVE TO EUCALYPTUS AVE)

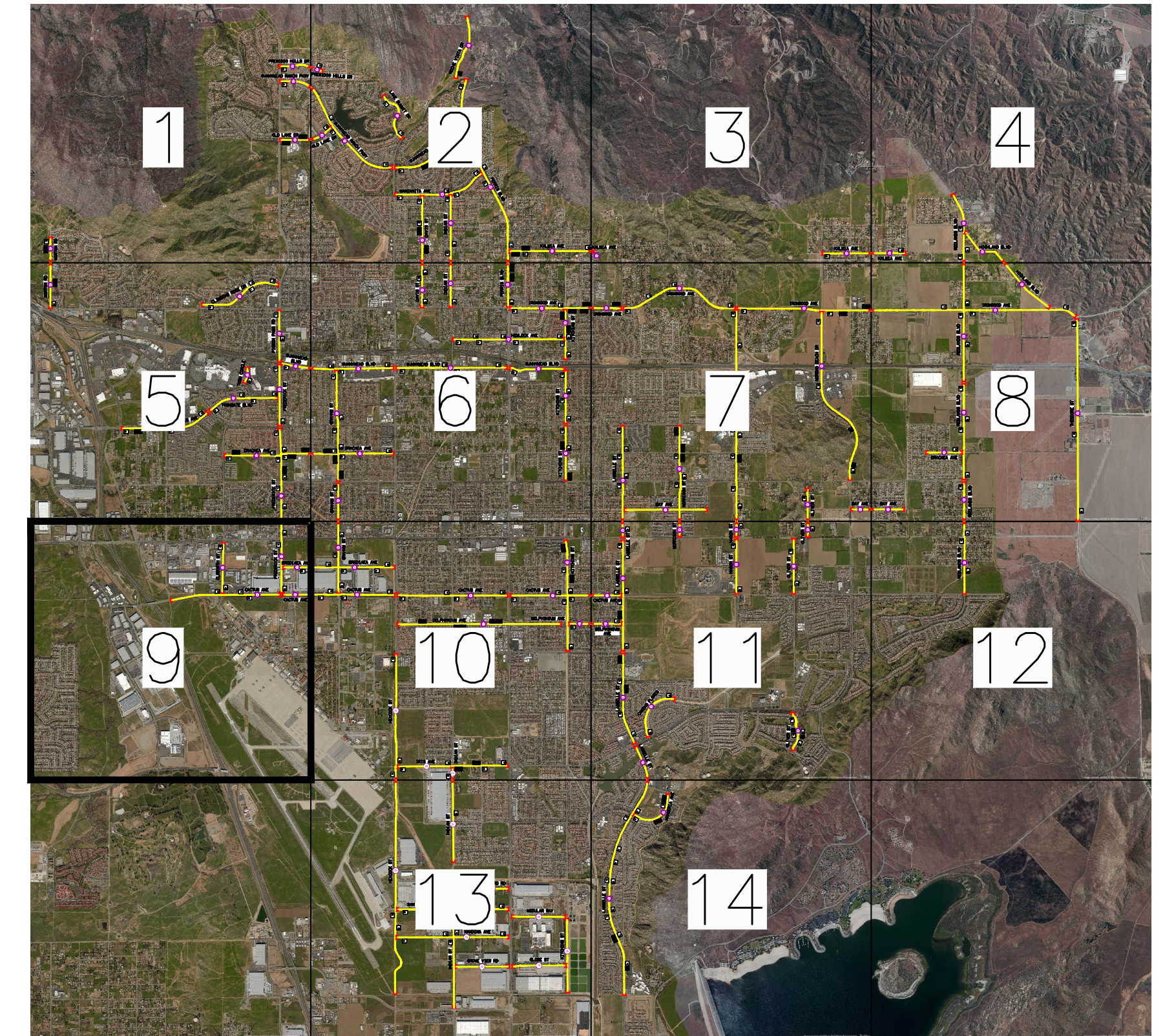


EXHIBIT INDEX MAP

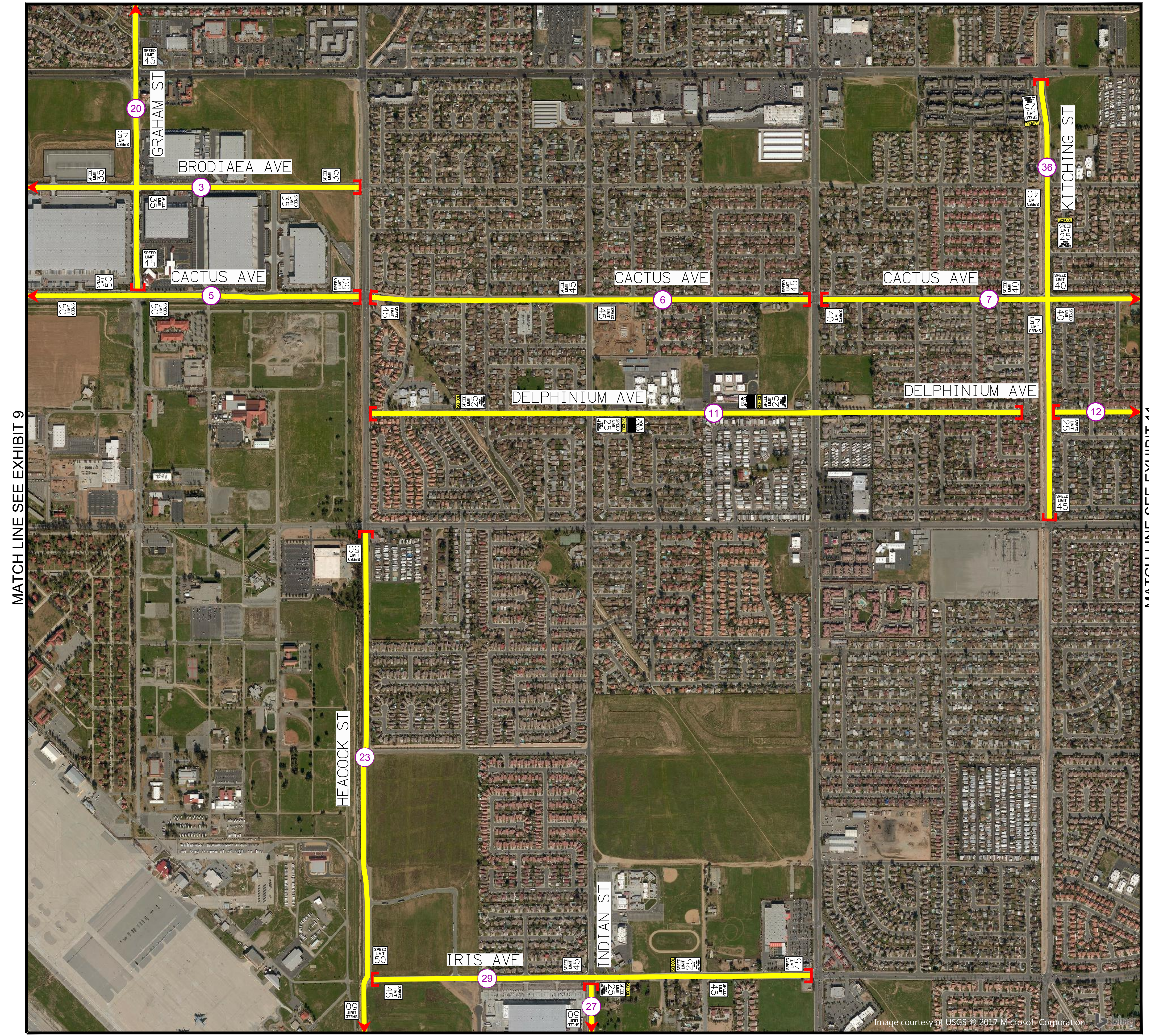
LEGEND:

- # SPEED SURVEY LOCATION
- SEGMENT LIMITS
- ▶ CONTINUE ON NEXT SHEET
- SPEED SURVEY SEGMENT
- NO SCALE
- NORTH

**MORENO VALLEY
SPEED SURVEY
SEGMENT LOCATIONS**

C:\USERS\BRYANLUONG\DESKTOP\MORENO VALLEY\EXHIBIT MASTER.DWG BRYANLUONG 2/28/17 1:54 pm

MATCH LINE SEE EXHIBIT 6



SPEED SURVEY LOCATIONS

3.	BRODIAEA AVE (FREDERICK ST TO HEACOCK ST)
5.	CACTUS AVE (FREDERICK ST TO HEACOCK ST)
6.	CACTUS AVE (HEACOCK ST TO PERRIS BLVD)
7.	CACTUS AVE (PERRIS BLVD TO LASSELLE ST)
11.	DELPHINIUM AVE (HEACOCK ST TO RIO BRAVO RD)
12.	DELPHINIUM AVE (KITCHING ST TO LASSELLE ST)
20.	GRAHAM ST (CACTUS AVE TO COTTONWOOD AVE)
23.	HEACOCK ST (SOUTH CITY LIMIT TO JOHN F. KENNEDY DR)
27.	INDIAN ST (SUPERIOR AVE TO IRIS AVE)
29.	IRIS AVE (HEACOCK ST TO PERRIS BLVD)
36.	KITCHING ST (JFK DR TO ALESSANDRO BLVD)

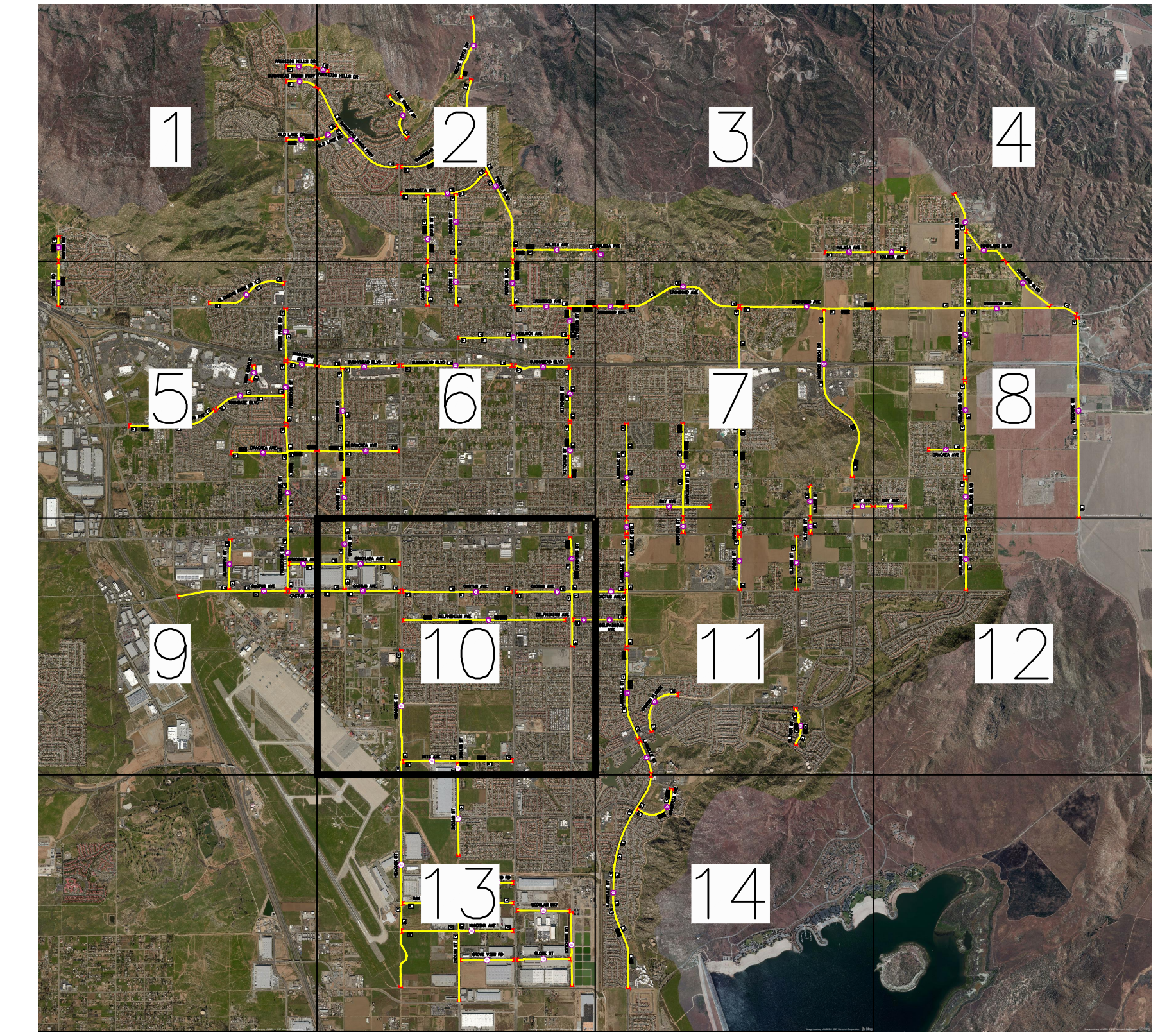


EXHIBIT INDEX MAP

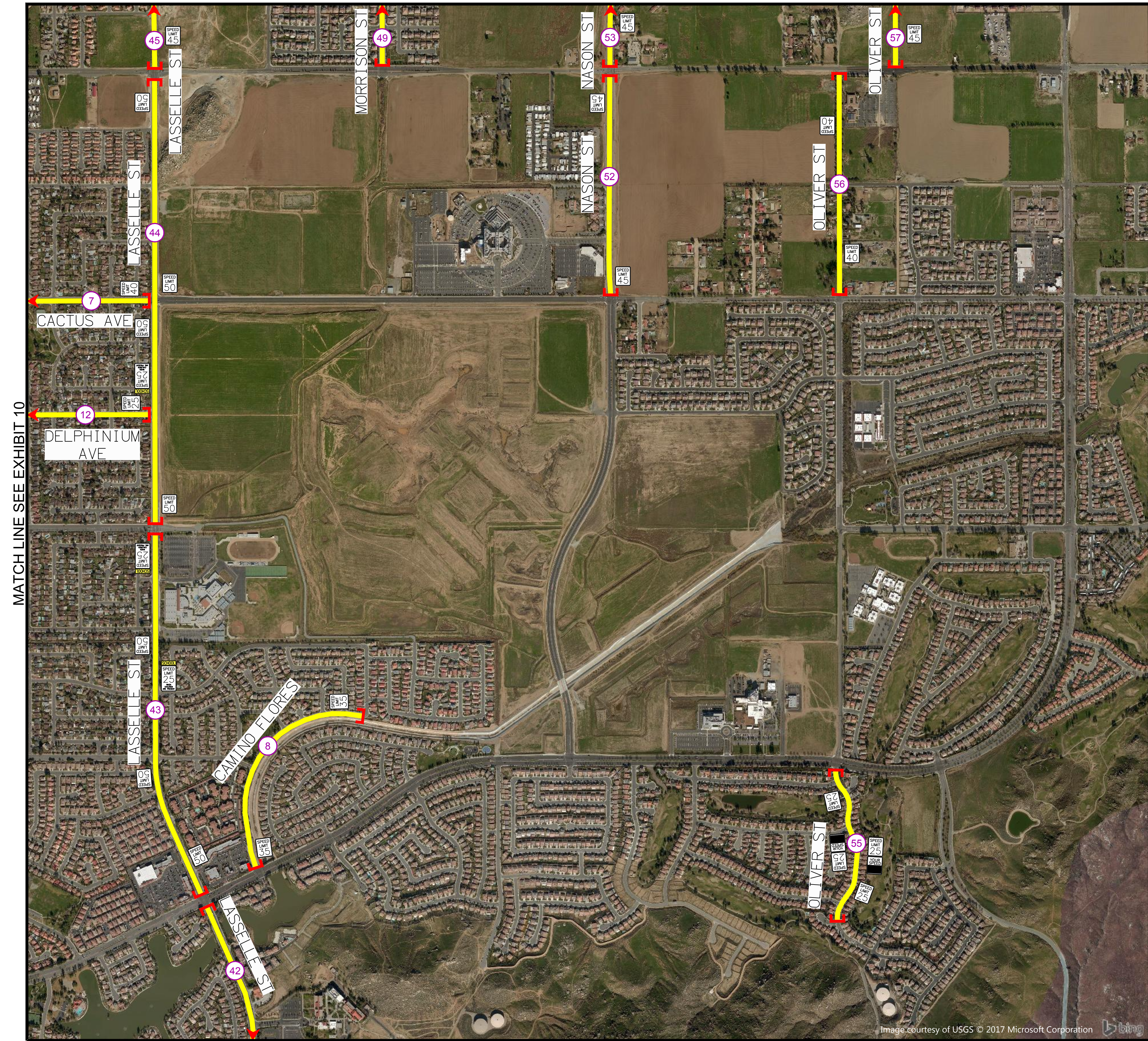
LEGEND:

- # SPEED SURVEY LOCATION
- SEGMENT LIMITS
- ▶ CONTINUE ON NEXT SHEET
- ▶ SPEED SURVEY SEGMENT
- NO SCALE
- NORTH

**MORENO VALLEY
SPEED SURVEY
SEGMENT LOCATIONS**

EXHIBIT 10

MATCH LINE SEE EXHIBIT 7



MATCH LINE SEE EXHIBIT 10

MATCH LINE SEE EXHIBIT 12

MATCH LINE SEE EXHIBIT 14

SPEED SURVEY LOCATIONS

7.	CACTUS AVE (PERRIS BLVD TO LASSELLE ST)
8.	CAMINO FLORES (IRIS AVE TO AVENIDA DE PORTUGAL)
12.	DELPHINIUM AVE (KITCHING ST TO LASSELLE ST)
42.	LASSELLE ST (SOUTH CITY LIMIT TO IRIS AVE)
43.	LASSELLE ST (IRIS AVE TO JOHN F. KENNEDY DR)
44.	LASSELLE ST (JOHN F. KENNEDY DR TO ALESSANDRO BLVD)
45.	LASSELLE ST (ALESSANDRO BLVD TO EUCALYPTUS AVE)
49.	MORRISON ST (ALESSANDRO BLVD TO EUCALYPTUS AVE)
52.	NASON ST (CACTUS AVE TO ALESSANDRO BLVD)
53.	NASON ST (ALESSANDRO BLVD TO IRONWOOD AVE)
55.	OLIVER ST (LAUREL CT TO IRIS AVE)
56.	OLIVER ST (CACTUS AVE TO ALESSANDRO BLVD)
57.	OLIVER ST (ALESSANDRO BLVD TO COTTONWOOD AVE)

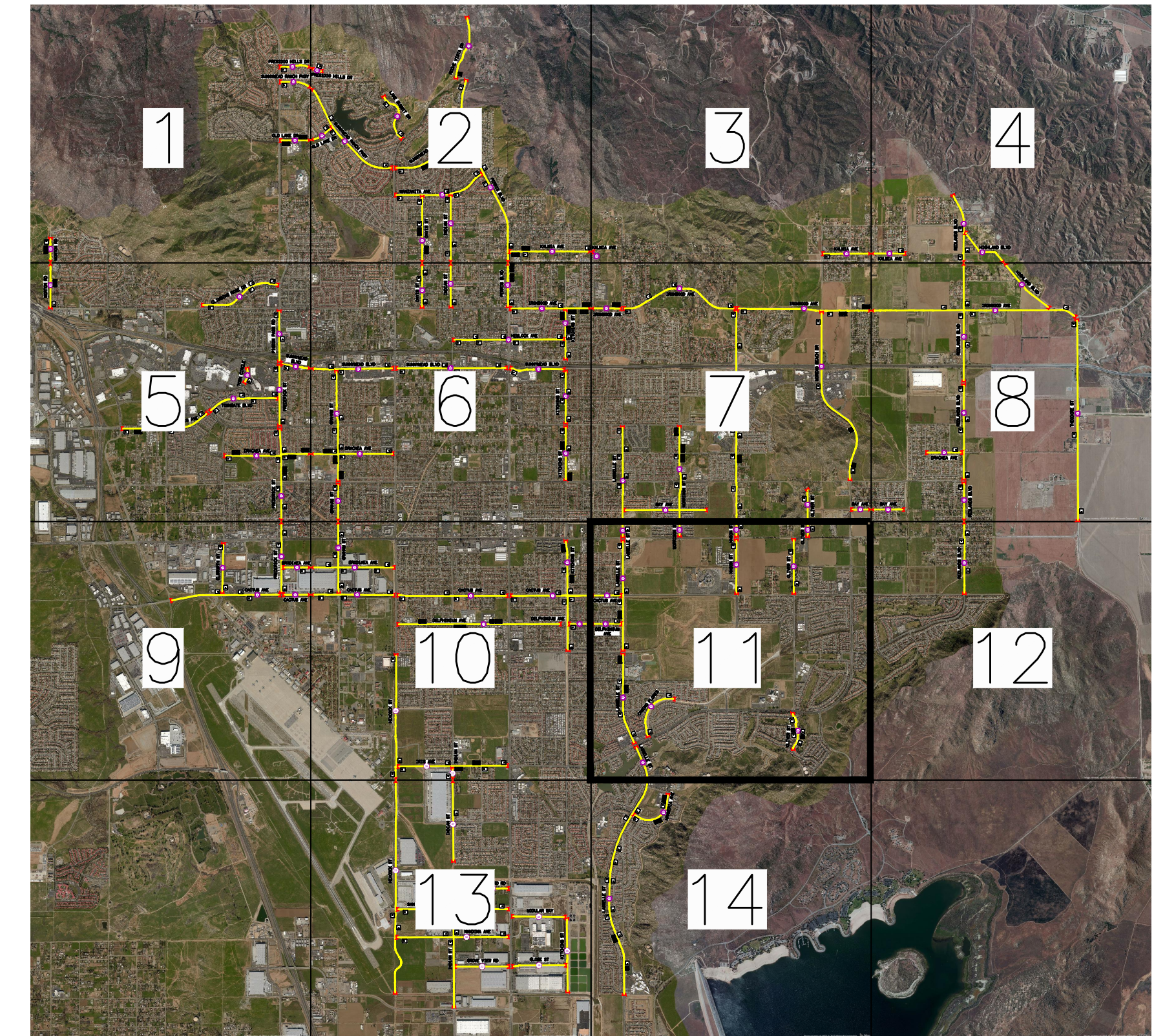


EXHIBIT INDEX MAP

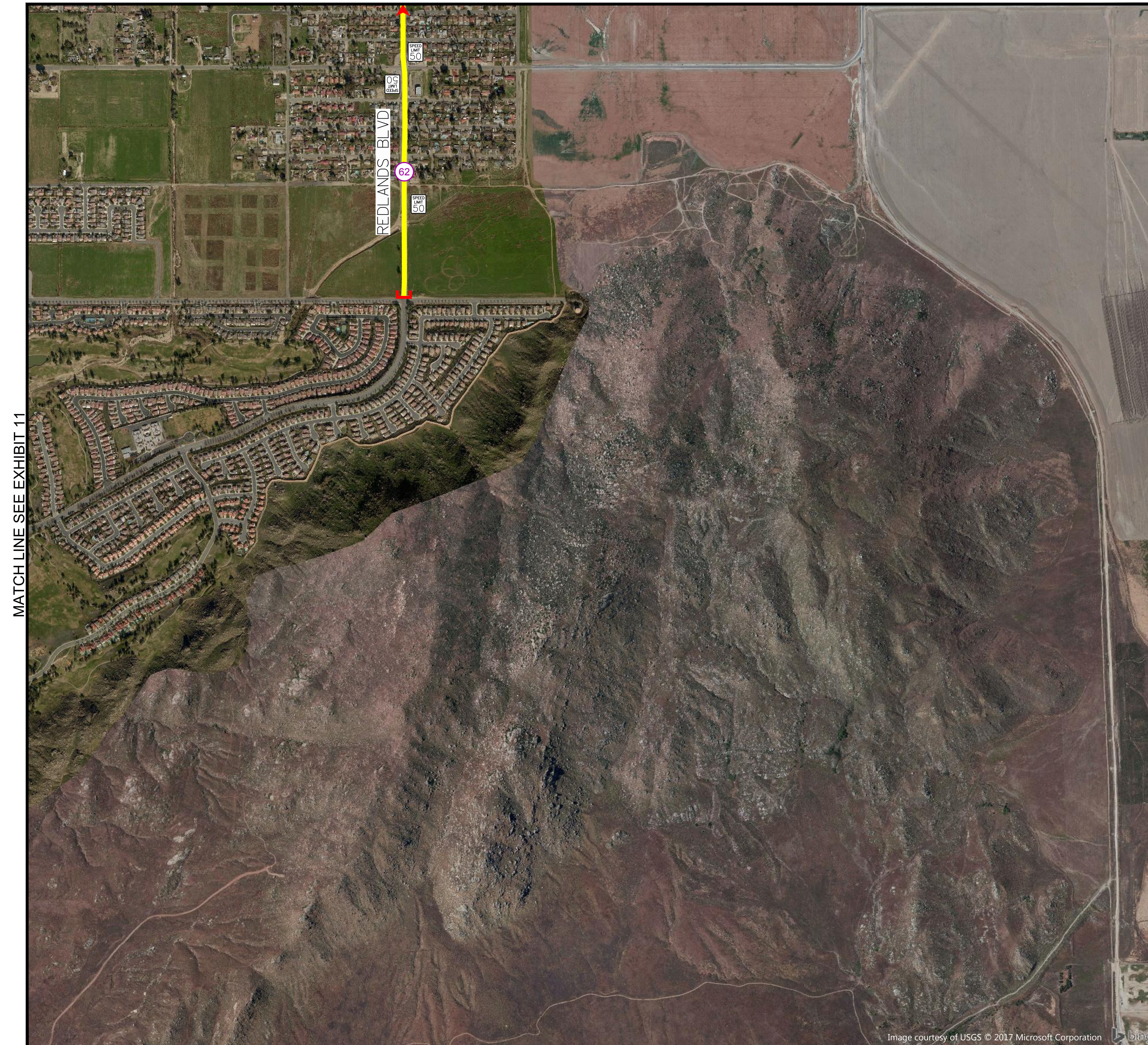
LEGEND:

- # SPEED SURVEY LOCATION
- SEGMENT LIMITS
- ▶ CONTINUE ON NEXT SHEET
- SPEED SURVEY SEGMENT
- NO SCALE
- NORTH

**MORENO VALLEY
SPEED SURVEY
SEGMENT LOCATIONS**

EXHIBIT 11

MATCH LINE SEE EXHIBIT 8



MATCH LINE SEE EXHIBIT 11

SPEED SURVEY LOCATIONS

62. REDLANDS BLVD (CACTUS AVE TO COTTONWOOD AVE)

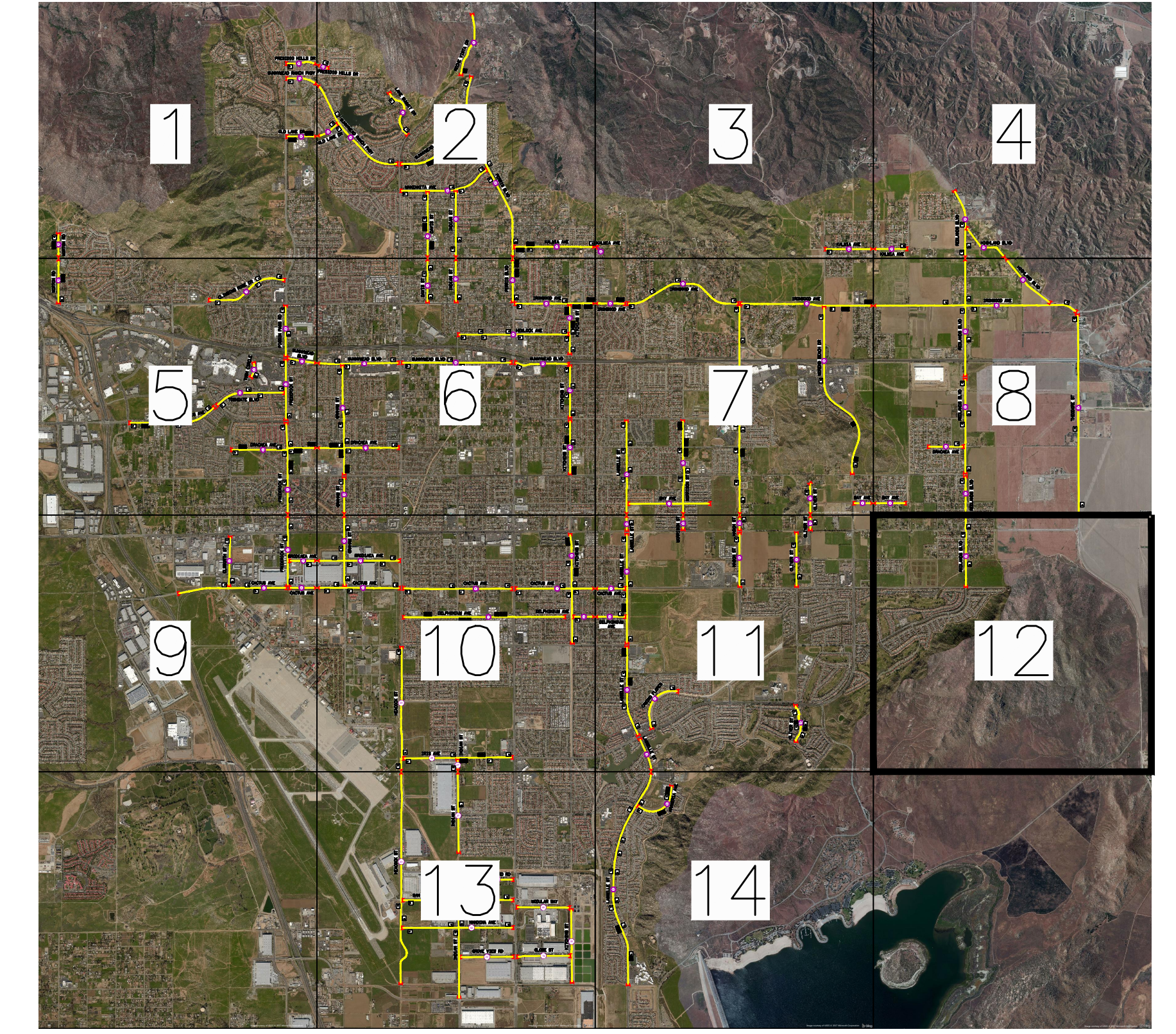


EXHIBIT INDEX MAP

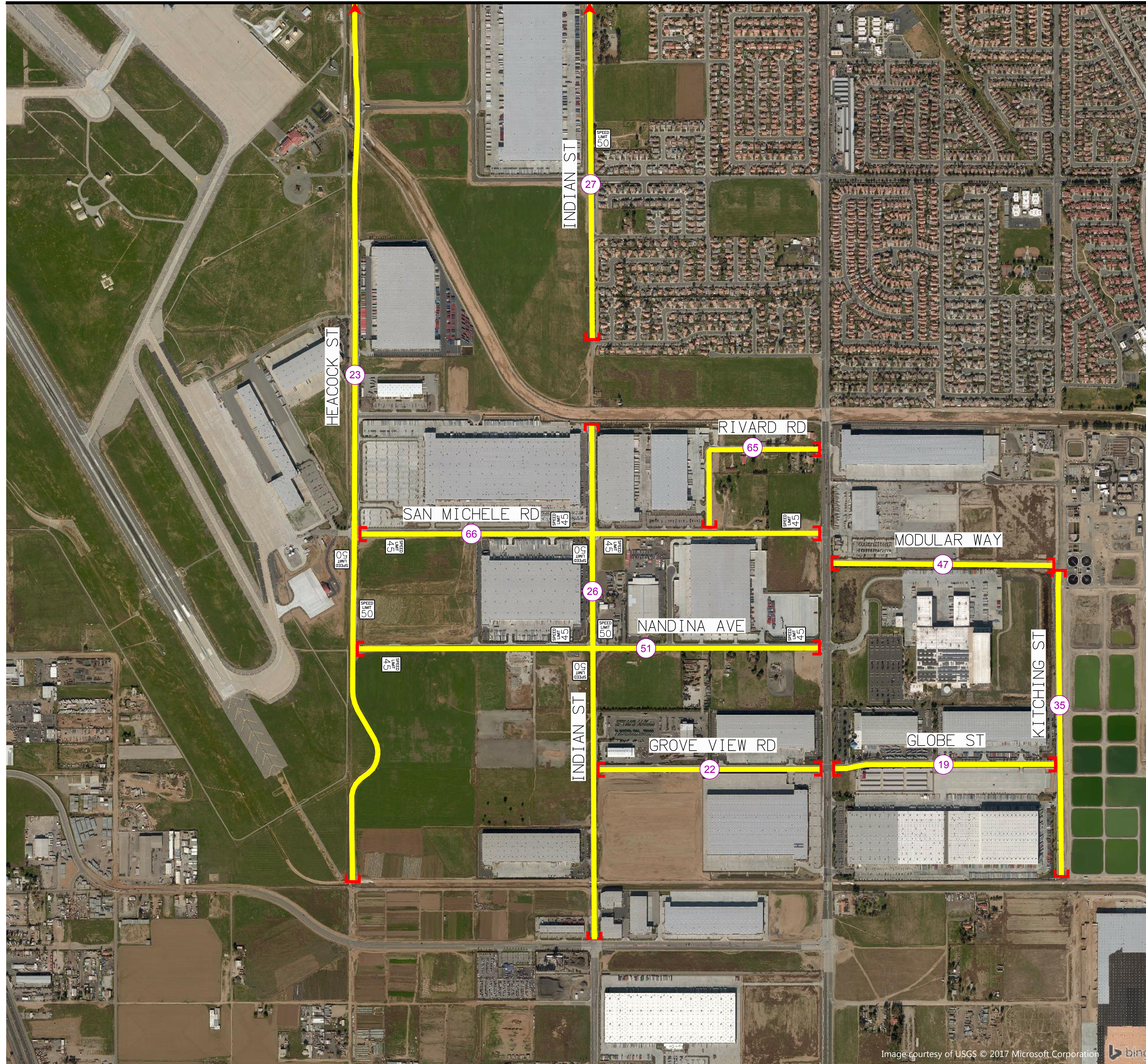
LEGEND:

- SPEED SURVEY LOCATION
- SEGMENT LIMITS
- CONTINUE ON NEXT SHEET
- SPEED SURVEY SEGMENT
- NO SCALE
- NORTH

MORENO VALLEY SPEED SURVEY SEGMENT LOCATIONS

EXHIBIT 12

MATCH LINE SEE EXHIBIT 10



MATCH LINE SEE EXHIBIT 14

SPEED SURVEY LOCATIONS

19.	GLOBE ST (PERRIS BLVD TO KITCHING ST)
22.	GROVE VIEW RD (INDIAN ST TO PERRIS BLVD)
23.	HEACOCK ST (SOUTH CITY LIMIT TO JOHN F. KENNEDY DR)
26.	INDIAN ST (¼ MILE NORTH OF SAN MICHELE ROAD TO 600' N/O HARLEY KNOX)
27.	INDIAN ST (SUPERIOR AVE TO IRIS AVE)
35.	KITCHING ST (MODULAR WAY TO TERMINUS SOUTH OF GLOBE ST)
47.	MODULAR WAY (PERRIS BLVD TO KITCHING ST)
51.	NANDINA AVE (HEACOCK ST TO PERRIS BLVD)
65.	RIVARD RD (SAN MICHELE RD TO PERRIS BLVD)
66.	SAN MICHELE RD (HEACOCK ST TO PERRIS BLVD)

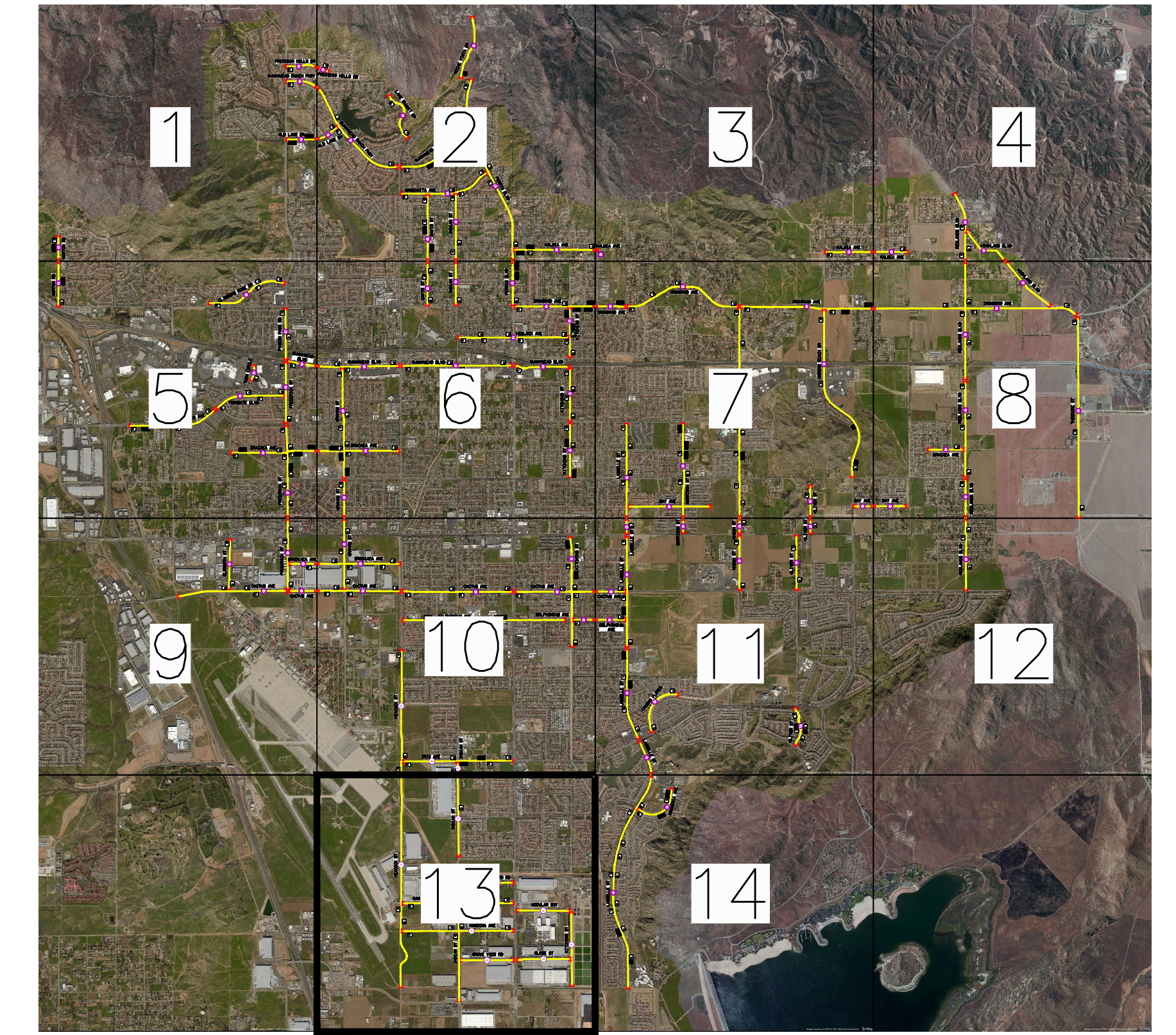


EXHIBIT INDEX MAP

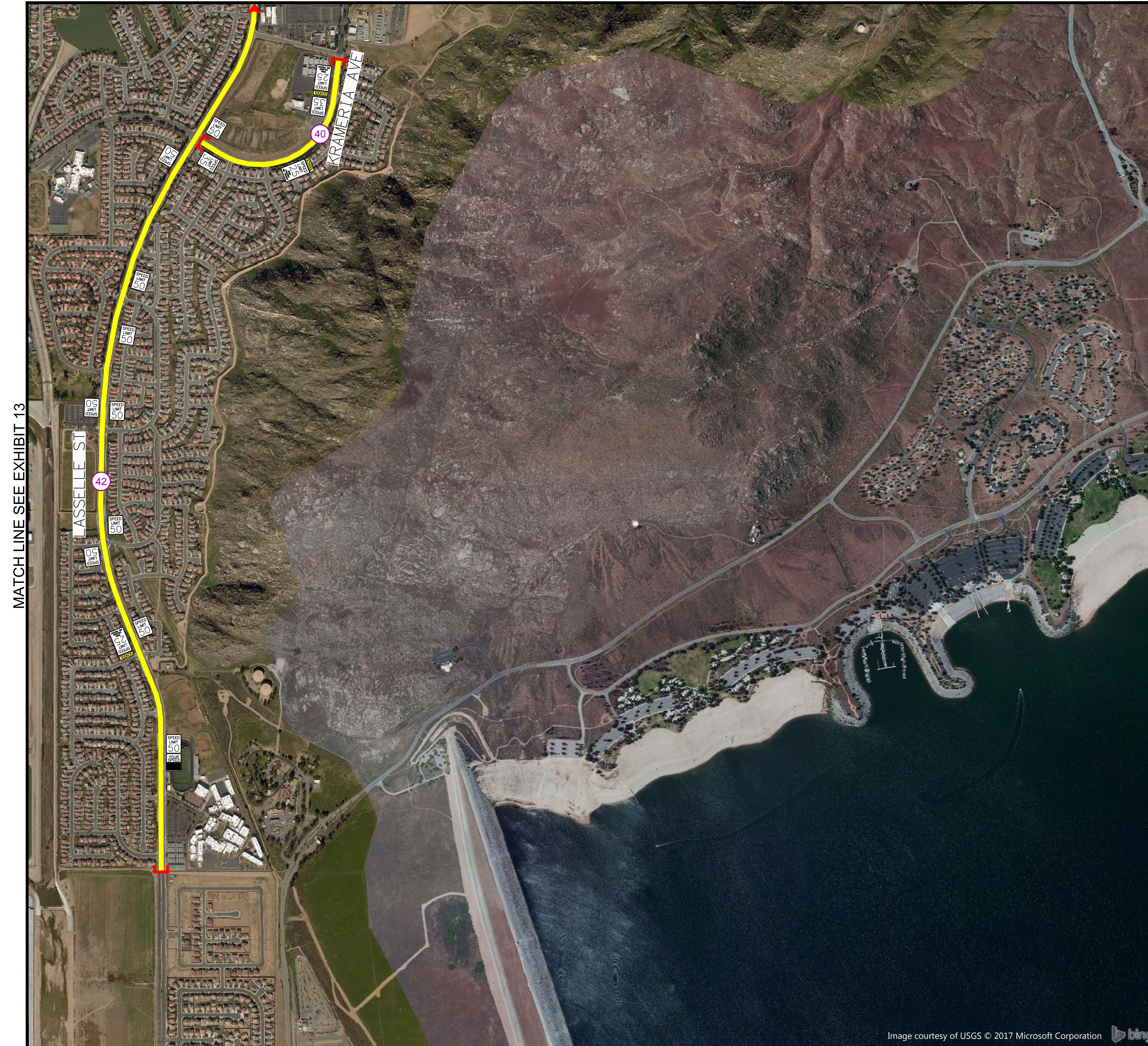
LEGEND:

- # SPEED SURVEY LOCATION
- SEGMENT LIMITS
- ▶ CONTINUE ON NEXT SHEET
- SPEED SURVEY SEGMENT
- NO SCALE
- NORTH

**MORENO VALLEY
SPEED SURVEY
SEGMENT LOCATIONS**

EXHIBIT 13

MATCH LINE SEE EXHIBIT 11



MATCH LINE SEE EXHIBIT 13

SPEED SURVEY LOCATIONS

40.	KRAMERIA AVE (LASSELLE ST TO CAHUILLA DR)
42.	LASSELLE ST (SOUTH CITY LIMIT TO IRIS AVE)

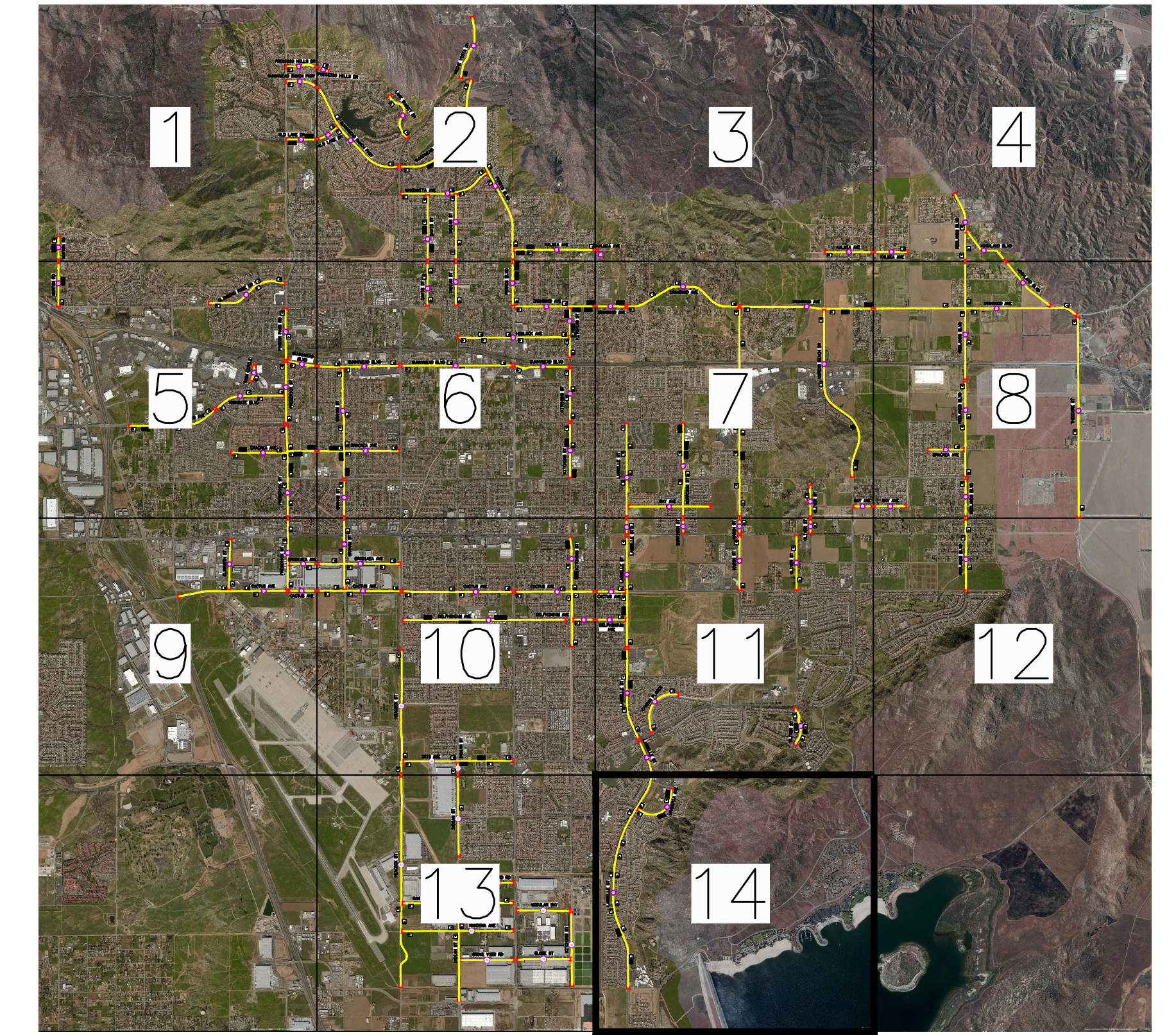


EXHIBIT INDEX MAP

LEGEND:

- # SPEED SURVEY LOCATION
- SEGMENT LIMITS
- ▶ CONTINUE ON NEXT SHEET
- SPEED SURVEY SEGMENT
- NO SCALE
- NORTH

**MORENO VALLEY
SPEED SURVEY
SEGMENT LOCATIONS**

EXHIBIT 14

Speed Surveys

Michael Baker hired a sub-consultant, Counts Unlimited, to perform the speed surveys for the study segments. Counts Unlimited took the speed surveys using radar speed sensing technology. Counts Unlimited sent out inconspicuous vehicles and parked them in locations that would not affect the roadway users. An effort to survey 100 vehicles per direction, per location was made while gathering the speed data. However, in locations with very low volumes, a minimum of 50 vehicles per direction, per location was accepted. The speed surveys produced by Counts Unlimited have been included in the Appendix for reference.

Speed Survey Analysis

As stated before, the 85th percentile speed is generally accepted as the prevailing speed and the corresponding speed limits should be set to the nearest 5 mph increment. Although the nearest 5 mph to the 85th percentile speed is typically what the speed limit should be set, there are allowable exceptions per the 2014 California MUTCD and CVC. As stated in Section 2B.13 of the 2014 California MUTCD:

“When a speed limit is to be posted, it shall be established at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic, except as shown in the two Options below.

Option:

1. The posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed, in compliance with CVC Sections 627 and 22358.5. See Standard below for documentation requirements.
2. For cases in which the nearest 5 mph increment of the 85th-percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used. Refer to CVC Section 21400(b).

Standard:

If the speed limit to be posted has had the 5 mph reduction applied, then an E&TS shall document in writing the conditions and justification for the lower speed limit and be approved by registered Civil or Traffic Engineer. The reasons for the lower speed limit shall be in compliance with CVC Sections 627 and 22358.5.”

Collision Analysis

The E&TS requires that a collision analysis be performed for roadways that have available data. Collision data for the study segments was provided by the City of Moreno Valley. The collision data was reviewed and analyzed. The analysis included using the number of collisions and the ADT volumes to produce a collision rate per million vehicle miles.

The following formula was used to produce the collision rates:

$$CR = \frac{\text{Number of Collisions} \times 1,000,000}{ADT \times \text{Distance} \times \text{Number of Days}}$$

Where: **CR** = Number of collisions per million vehicle miles traveled

Number of collisions = Number of collisions on a segment over a 2 year period, both directions

ADT = Average Daily Traffic in vehicles per day on a segment, both directions

Distance = Segment distance traveled in miles per vehicle

Number of Days = Number of days during analysis period (2 years; 731 days)

For comparison, the collision rates from the “2013 Collision Data on California State Highways,” published by Caltrans, are provided on the following table, Table 1.

Table 1

Roadway Classification (Urban)		Expected Collision Rate
Conventional 2 Lanes or Less	< 45 mph	2.21 collisions per million vehicle miles
	>= 45 mph	1.29 collisions per million vehicle miles
Conventional 3 Lanes		1.57 collisions per million vehicle miles
Undivided 4 Lanes	< 45 mph	2.04 collisions per million vehicle miles
	>= 45 mph	1.92 collisions per million vehicle miles
Undivided 5-6 Lanes	< 45 mph	4.74 collisions per million vehicle miles
	>= 45 mph	1.07 collisions per million vehicle miles
Divided 4 Lanes	< 45 mph	2.22 collisions per million vehicle miles
	>= 45 mph	1.45 collisions per million vehicle miles
Divided 5 Lanes or More	< 45 mph	1.48 collisions per million vehicle miles
	>= 45 mph	1.48 collisions per million vehicle miles
Roadway Classification (Rural)		Expected Collision Rate
Conventional 2 Lanes or Less (Flat Terrain)	<= 55 mph	0.82 collisions per million vehicle miles
Conventional 2 Lanes or Less (Rolling Terrain)	<= 55 mph	1.14 collisions per million vehicle miles
Conventional 3 Lanes		1.05 collisions per million vehicle miles

The following table, Table 2, displays each roadway segment for which collision data was provided, its classification, speed, expected collision rates, and its actual collision rate. Roadway segments with no collisions within the past 2 years have been excluded.

Engineering and Traffic Survey – Speed Limit Study

City of Moreno Valley

Table 2

Roadway Segment	Classification	Speed	Average Daily Traffic (veh/day)	# of Collisions 2015-2016	Expected Collision Rate	Actual Collision Rate
1. Bay Avenue (Lasselle Street to Sapphire Way)	Conventional 2 Lanes (Urban)	New	859	4	2.21	8.49
2. Bay Avenue (Moreno Beach Drive to Quincy Street)	Conventional 2 Lanes (Urban)	New	738	1	2.21	3.86
3. Brodiaea Avenue (Frederick Street to Heacock Street)	Conventional 2 Lanes (Urban)	35 mph	2,534	5	2.21	2.70
4. Cactus Avenue (Old I-215 Frontage Road to Frederick Street)	Divided 4-5 Lanes (Urban)	50 mph	40,550	20	1.48	0.67
5. Cactus Avenue (Frederick Street to Heacock Street)	Divided 5 Lanes (Urban)	50 mph	38,654	20	1.48	0.71
6. Cactus Avenue (Heacock Street to Perris Boulevard)	Undivided 4 Lanes (Urban)	45 mph	20,120	10	1.92	0.68
7. Cactus Avenue (Perris Boulevard to Lasselle Street)	Undivided 4 Lanes (Urban)	40 mph	16,153	10	2.04	0.85
8. Camino Flores (Iris Avenue to Avenida De Portugal)	Conventional 2 Lanes (Urban)	35 mph	3,970	3	2.21	2.15
9. Climbing Rose Drive (Barclay Drive to Pigeon Pass Road)	Conventional 2 Lanes (Urban)	25 mph	1,613	4	2.21	4.46
10. Davis Street (Ironwood Avenue to Manzanita Avenue)	Conventional 2 Lanes (Urban)	30 mph	2,257	3	2.21	1.82
11. Delphinium Avenue (Heacock Street to Rio Bravo Road)	Conventional 2 Lanes (Urban)	30 mph	3,144	10	2.21	2.98
12. Delphinium Avenue (Kitching Street to Lasselle Street)	Conventional 2 Lanes (Urban)	25 mph	1,339	1	2.21	2.09
13. Dracaea Avenue (Elsworth Street and Heacock Street)	Conventional 2 Lanes (Urban)	35 mph	4,841	15	2.21	2.81
15. Elsworth Street (Cactus Avenue to Alessandro Boulevard)	Undivided 4 Lanes (Urban)	40 mph	6,700	4	2.04	1.70
16. Eucalyptus Avenue (Valley Springs Parkway to Memorial Way)	Divided 4 Lanes (Urban)	40 mph	14,169	16	2.22	1.88

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17. Frederick Street (Cactus Avenue to Eucalyptus Avenue)	Divided 4 Lanes (Urban)	40 mph	18,238	36	2.22	1.84
18. Frederick Street (Eucalyptus Avenue and Sunnymead Boulevard)	Divided 4 Lanes (Urban)	40 mph	24,596	34	2.22	3.38
19. Globe Street (Perris Boulevard to Kitching Street)	Conventional 2 Lanes (Rural) (Flat)	New	3,736	2	0.82	1.46
20. Graham Street (Cactus Avenue to Cottonwood Avenue)	Undivided 4 Lanes (Urban)	45 mph	9,312	14	1.92	2.08
21. Graham Street (Cottonwood Avenue to Sunnymead Boulevard)	Undivided 4 Lanes (Urban)	45 mph	9,207	10	1.92	1.50
23. Heacock Street (South City Limit to John F. Kennedy Drive)	Undivided 2-4 Lanes (Rural) (Flat)	50 mph	18,461	22	0.82	0.54
24. Hemlock Avenue (Indian Street and Kitching Street)	Conventional 2 Lanes (Urban)	30 mph	5,361	13	2.21	3.32
25. Highland Boulevard (Ironwood Avenue to Redlands Boulevard)	Conventional 2 Lanes (Rural) (Flat)	New	197	1	0.82	6.31
26. Indian Street (1/4 mile north of San Michele Road to 600' north of Harley Knox Boulevard)	Undivided 2-4 Lanes (Rural) (Flat)	50 mph	11,240	13	0.82	1.44
27. Indian Street (Superior Avenue to Iris Avenue)	Conventional 2 Lanes (Urban)	50 mph	4,796	1	1.29	0.34
28. Indian Street (Ironwood Avenue to Manzanita Avenue)	Conventional 2 Lanes (Urban)	40 mph	5,079	4	2.21	1.07
29. Iris Avenue (Heacock Street to Perris Boulevard)	Undivided 2-4 Lanes (Urban)	45 mph	13,363	15	1.29	1.54
30. Ironwood Avenue (Perris Boulevard to Lasselle Street)	Undivided 2-4 Lanes (Urban)	45 mph	11,016	13	1.29	1.60
31. Ironwood Avenue (Lasselle Street to Nason Street)	Conventional 2 Lanes (Rural) (Flat)	45 mph	8,040	7	0.82	1.08
32. Ironwood Avenue (Nason Street to Theodore Street)	Conventional 2 Lanes (Rural) (Flat)	55 mph	5,232	10	0.82	0.90
34. Kalmia Avenue (Moreno Beach Drive to Quincy Street)	Conventional 2 Lanes (Rural) (Rolling)	25 mph	596	2	1.14	6.12
36. Kitching Street (John F. Kennedy Drive to Alessandro Boulevard)	Undivided 2-4 Lanes (Urban)	40/45 mph	9,101	8	1.29	1.60

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37. Kitching Street (Cottonwood Avenue to Eucalyptus Avenue)	Undivided 4 Lanes (Urban)	40 mph	7,026	11	2.04	4.28
38. Kitching Street (Eucalyptus Avenue to Sunnymead Boulevard)	Conventional 2 Lanes (Urban)	40 mph	9,426	9	2.21	2.67
39. Kitching Street (Elder Avenue to Ironwood Avenue)	Conventional 2 Lanes (Urban)	30 mph	1,845	1	2.21	1.61
40. Krameria Avenue (Lasselle Street to Cahuilla Drive)	Undivided 3-4 Lanes (Urban)	35 mph	2,070	3	1.57	4.13
42. Lasselle Street (South City Limit to Iris Avenue)	Divided 4 Lanes (Urban)	50 mph	24,555	67	1.45	1.64
43. Lasselle Street (Iris Avenue to John F. Kennedy Drive)	Undivided 4 Lanes (Urban)	50 mph	16,883	22	1.92	2.12
44. Lasselle Street (John F. Kennedy Drive to Alessandro Boulevard)	Undivided 4 Lanes (Urban)	50 mph	13,947	10	1.92	0.98
45. Lasselle Street (Alessandro Boulevard to Eucalyptus Avenue)	Conventional 2 Lanes (Urban)	45 mph	8,023	14	1.29	2.39
46. Manzanita Avenue (Heacock Street to Perris Boulevard)	Conventional 2 Lanes (Urban)	40 mph	3,950	4	2.21	1.63
47. Modular Way (Perris Boulevard to Kitching Street)	Conventional 2 Lanes (Rural) (Flat)	New	339	1	0.82	8.07
48. Moreno Beach Drive (Cottonwood Avenue to Ironwood Avenue)	Divided 2-6 Lanes (Urban)	45 mph	11,157	23	1.29	1.73
49. Morrison Street (Alessandro Boulevard to Eucalyptus Avenue)	Undivided 4 Lanes (Urban)	40 mph	2,993	4	2.04	1.83
51. Nandina Avenue (Heacock Street to Perris Boulevard)	Conventional 2 Lanes (Rural) (Flat)	45 mph	3,204	11	0.82	4.65
52. Nason Street (Cactus Avenue to Alessandro Boulevard)	Undivided 5 Lanes (Urban)	45 mph	8,890	3	1.07	0.92
53. Nason Street (Alessandro Boulevard to Ironwood Avenue)	Undivided 2-4 Lanes (Urban)	45 mph	19,912	34	1.29	1.16
54. Old Lake Drive (Pigeon Pass Road to Sunnymead Ranch Parkway)	Undivided 4 Lanes (Urban)	45 mph	12,495	3	1.92	0.64
55. Oliver Street (Laurel Court to Iris Avenue)	Conventional 2 Lanes (Urban)	25 mph	2,080	2	2.21	3.53

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56. Oliver Street (Cactus Avenue to Alessandro Boulevard)	Conventional 2 Lanes (Rural) (Flat)	40 mph	2,023	2	0.82	2.70
57. Oliver Street (Alessandro Boulevard to Cottonwood Avenue)	Conventional 2 Lanes (Rural) (Flat)	45 mph	254	1	0.82	10.77
58. Perris Boulevard (Ironwood Avenue to Heacock Street)	Divided 2-4 Lanes (Urban)	45/50 mph	13,079	6	1.29	0.31
59. Pigeon Pass Road (Sunnymead Boulevard to Ironwood Avenue)	Divided 4 Lanes (Urban)	45 mph	26,863	22	1.45	2.87
60. Presidio Hills Drive (Pigeon Pass Road to Espada Creek Road)	Conventional 2 Lanes (Urban)	35 mph	873	1	2.21	3.92
62. Redlands Boulevard (Cactus Avenue to Cottonwood Avenue)	Undivided 2-4 Lanes (Rural) (Flat)	50 mph	8,357	12	0.82	1.96
63. Redlands Boulevard (Cottonwood Avenue to SR- 60 Eastbound Ramps)	Conventional 3 Lanes (Rural) (Flat)	55 mph	9,158	4	1.05	0.69
64. Redlands Boulevard (SR-60 Eastbound Ramps to North City Limit)	Conventional 2 Lanes (Rural) (Flat)	55 mph	14,637	11	0.82	0.74
66. San Michele Road (Heacock Street to Perris Boulevard)	Undivided 2-4 Lanes (Rural) (Flat)	45 mph	3,985	9	0.82	3.06
67. Sunnymead Boulevard (Frederick Street to Heacock Street)	Divided 4 Lanes (Urban)	35 mph	17,239	23	2.22	1.79
68. Sunnymead Boulevard (Heacock Street to Perris Boulevard)	Divided 4 Lanes (Urban)	35 mph	14,374	37	2.22	3.52
69. Sunnymead Boulevard (Perris Boulevard to Kitching Street)	Undivided 2-4 Lanes (Urban)	40 mph	14,358	17	2.21	3.18
70. Sunnymead Ranch Parkway (Pigeon Pass Road to Heacock Street)	Divided 4 Lanes (Urban)	45 mph	12,839	8	1.45	0.62
71. Sunnymead Ranch Parkway (Heacock Street to Perris Boulevard)	Undivided 4 Lanes (Urban)	45 mph	4,881	3	1.92	1.18
72. Towngate Boulevard (Eucalyptus Avenue to Frederick Street)	Divided 6 Lanes (Urban)	40 mph	8,528	4	1.48	0.97

In Table 2: Actual collision rates greater than expected collision rates are in **BOLD**.

In Table 2, 36 roadway segments were identified as having collision rates above the expected collision rate:

1. Bay Avenue between Lasselle Street and Sapphire Way
2. Bay Avenue between Moreno Beach Drive and Quincy Street
3. Brodiaea Avenue between Frederick Street and Heacock Street
4. Climbing Rose Drive between Barclay Drive and Pigeon Pass Road
5. Delphinium Avenue between Heacock Street to Rio Bravo Road
6. Dracaea Avenue between Elsworth Street and Heacock Street
7. Frederick Street between Eucalyptus Avenue and Sunnymead Boulevard
8. Globe Street between Perris Boulevard and Kitching Street
9. Graham Street between Cactus Avenue and Cottonwood Avenue
10. Hemlock Avenue between Indian Street and Kitching Street
11. Highland Boulevard between Ironwood Avenue and Redlands Boulevard
12. Indian Street between ¼ mile north of San Michele Road and 600' north of Harley Knox Boulevard
13. Iris Avenue between Heacock Street and Perris Boulevard
14. Ironwood Avenue between Perris Boulevard and Lasselle Street
15. Ironwood Avenue between Lasselle Street and Nason Street
16. Ironwood Avenue between Nason Street and Theodore Street
17. Kalmia Avenue between Moreno Beach Drive and Quincy Street
18. Kitching Street between John F. Kennedy Drive and Alessandro Boulevard
19. Kitching Street between Cottonwood Avenue and Eucalyptus Avenue
20. Kitching Street between Eucalyptus Avenue and Sunnymead Boulevard
21. Krameria Avenue between Lasselle Street and Cahuilla Drive
22. Lasselle Street between South City Limit and Iris Avenue
23. Lasselle Street between Iris Avenue and John F. Kennedy Drive
24. Lasselle Street between Alessandro Boulevard and Eucalyptus Avenue
25. Modular Way between Perris Boulevard and Kitching Street
26. Moreno Beach Drive between Cottonwood Avenue and Ironwood Avenue
27. Nandina Avenue between Heacock Street and Perris Boulevard
28. Oliver Street between Laurel Court and Iris Avenue
29. Oliver Street between Cactus Avenue and Alessandro Boulevard
30. Oliver Street between Alessandro Boulevard and Cottonwood Avenue
31. Pigeon Pass Road between Sunnymead Boulevard and Ironwood Avenue
32. Presidio Hills Drive between Pigeon Pass Road and Espada Creek Road
33. Redlands Boulevard between Cactus Avenue and Cottonwood Avenue
34. San Michele Road between Heacock Street and Perris Boulevard
35. Sunnymead Boulevard between Heacock Street and Perris Boulevard
36. Sunnymead Boulevard between Perris Boulevard and Kitching Street

These results are taken into consideration when recommending the posted speed limit.

Results and Recommendations

The following table, Table 3, provides each study segment and its limits, the existing posted speed limit, the 85th-percentile speed, the recommended posted speed limit, and any required justification for lowering the speed limit below the nearest 5 mph increment of the 85th-percentile speed.

Table 3

#	Roadway	Segment Limits	Existing Posted Speed Limit	Surveyed 85 th Percentile Speed	Recommended Posted Speed Limit*	Justification for Recommendation
1	Bay Avenue	Lasselle Street to 400' east of Sapphire Way	New	37 mph	25 mph	Prima facie speed. This segment is located in a residence district.
2	Bay Avenue	Moreno Beach Drive to Quincy Street	New	37 mph	30 mph	CVC Sections 627 and 22358.5. This segment has a fire station and multiple residential properties with access fronting the roadway.
3	Brodiaaea Avenue	Frederick Street to Heacock Street	35 mph	44 mph	40 mph	CVC Section 21400(b)
4	Cactus Avenue	Old 215 Frontage Road to Frederick Street	50 mph	51 mph	50 mph	85 th Percentile
5	Cactus Avenue	Frederick Street to Heacock Street	50 mph	52 mph	50 mph	85 th Percentile
6	Cactus Avenue	Heacock Street to Perris Boulevard	45 mph	44 mph	40 mph	CVC Section 21400(b)
7	Cactus Avenue	Perris Boulevard to Lasselle Street	40 mph	45 mph	40 mph	CVC Sections 627 and 22358.5. This segment has an adjacent community park.
8	Camino Flores	Iris Avenue to Avenida De Portugal	35 mph	38 mph	35 mph	CVC Section 21400(b)
9	Climbing Rose Drive	Barclay Drive to Pigeon Pass Road	25 mph	36 mph	25 mph	Prima facie speed. The segment is located in a residence district.

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10	Davis Street	Ironwood Avenue to Manzanita Avenue	30 mph	37 mph	30 mph	CVC Sections 627 and 22358.5. This segment has an adjacent school and multiple residential properties with access fronting the roadway.
11	Delphinium Avenue	Heacock Street to Rio Bravo Road	30 mph	38 mph	35 mph	CVC Section 21400(b)
12	Delphinium Avenue	Kitching Street to Lasselle Street	25 mph	38 mph	25 mph	Prima facie speed. The segment is located in a residence district.
13	Dracaea Avenue	Elsworth Street to Heacock Street	35 mph	42 mph	35 mph	CVC Sections 627 and 22358.5. This segment has an adjacent school and multiple residential properties with access fronting the roadway.
14	Dracaea Avenue	Gershwin Way to Redlands Boulevard	35 mph	33 mph	30 mph	CVC Section 21400(b)
15	Elsworth Street	Cactus Avenue to Alessandro Boulevard	40 mph	45 mph	40 mph	CVC Sections 627 and 22358.5. The speed limit reduction maintains speed limit consistency with the segment to the north.
16	Eucalyptus Avenue	Valley Springs Parkway to Memorial Way	40 mph	42 mph	35 mph	CVC Sections 627 and 22358.5. This segment has an adjacent elementary school and fire station.
17	Frederick Street	Cactus Avenue to Eucalyptus Avenue	40 mph	47 mph	40 mph	CVC Sections 627 and 22358.5. This segment has an adjacent school and community park.
18	Frederick Street	Eucalyptus Avenue to Sunnymead Boulevard	40 mph	39 mph	40 mph	85 th Percentile
19	Globe Street	Perris Boulevard to Kitching Street	New	47 mph	40 mph	CVC Sections 627 and 22358.5. This segment has high turning truck volume.

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20	Graham Street	Cactus Avenue to Cottonwood Avenue	45 mph	42 mph	40 mph	85 th Percentile
21	Graham Street	Cottonwood Avenue to Sunnymead Boulevard	45 mph	42 mph	40 mph	85 th Percentile
22	Grove View Road	Indian Street to Perris Boulevard	New	42 mph	40 mph	85 th Percentile
23	Heacock Street	South City Limit to JFK Drive	50 mph	53 mph	50 mph	CVC Section 21400(b)
24	Hemlock Avenue	Indian Street to Kitching Street	30 mph	36 mph	30 mph	CVC Sections 627 and 22358.5. This segment has multiple residential properties with access fronting the roadway.
25	Highland Boulevard	Ironwood Avenue to Redlands Boulevard	New	45 mph	40 mph	CVC Sections 627 and 22358.5. This segment is unstriped with varying roadway widths.
26	Indian Street	¼ mile north of San Michele Road to 600' north of Harley Knox	50 mph	49 mph	45 mph	CVC Section 21400(b)
27	Indian Street	Superior Avenue to Iris Avenue	50 mph	51 mph	45 mph	CVC Sections 627 and 22358.5. This segment has an adjacent school crossing.
28	Indian Street	Ironwood Avenue to Manzanita Avenue	40 mph	46 mph	40 mph	CVC Sections 627 and 22358.5. This segment has a school crossing.
29	Iris Avenue	Heacock Street to Perris Boulevard	45 mph	47 mph	40 mph	CVC Sections 627 and 22358.5. This segment has an adjacent school.
30	Ironwood Avenue	Perris Boulevard to Lasselle Street	45 mph	47 mph	40 mph	CVC Sections 627 and 22358.5. This segment has an adjacent school.
31	Ironwood Avenue	Lasselle Street to Nason Street	45 mph	49 mph	45 mph	CVC Section 21400(b)
32	Ironwood Avenue	Nason Street to Theodore Street	55 mph	58 mph	55 mph	CVC Section 21400(b)

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33	Kalmia Avenue	Perris Boulevard to Slawson Avenue	25 mph	27 mph	25 mph	85 th Percentile and prima facie speed. The segment is located in a residence district.
34	Kalmia Avenue	Moreno Beach Drive to Quincy Street	25 mph	37 mph	25 mph	Prima facie speed. The segment is located in a residence district.
35	Kitching Street	Modular Way to terminus south of Globe Street	New	36 mph	30 mph	CVC Sections 627 and 22358.5. This segment has high turning truck volume.
36	Kitching Street	John F. Kennedy Drive to Alessandro Boulevard	40/45 mph	46 mph	40 mph	CVC Sections 627 and 22358.5. This segment has an adjacent school.
37	Kitching Street	Cottonwood Avenue to Eucalyptus Avenue	40 mph	43 mph	40 mph	CVC Section 21400(b)
38	Kitching Street	Eucalyptus Avenue to Sunnymead Boulevard	40 mph	40 mph	40 mph	85 th Percentile
39	Kitching Street	Elder Avenue to Ironwood Avenue	30 mph	36 mph	30 mph	CVC Sections 627 and 22358.5. This segment has an adjacent elementary school.
40	Krameria Avenue	Lasselle Street to Cahuilla Drive	35 mph	40 mph	35 mph	CVC Sections 627 and 22358.5. This segment has an adjacent school.
41	Lake Summit Drive	Solitaire Circle to Heacock Street	30 mph	31 mph	30 mph	85 th Percentile
42	Lasselle Street	South City Limit to Iris Avenue	50 mph	50 mph	45 mph	CVC Sections 627 and 22358.5. This segment has an adjacent school and fire station.
43	Lasselle Street	Iris Avenue to John F. Kennedy Drive	50 mph	49 mph	45 mph	CVC Section 21400(b)
44	Lasselle Street	John F. Kennedy Drive to Alessandro Boulevard	50 mph	50 mph	45 mph	CVC Sections 627 and 22358.5. This segment has an adjacent high school.

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45	Lasselle Street	Alessandro Boulevard to Eucalyptus Avenue	45 mph	40 mph	40 mph	85 th Percentile
46	Manzanita Avenue	Heacock Street to Perris Boulevard	40 mph	46 mph	40 mph	CVC Sections 627 and 22358.5. This segment has a school pedestrian crossing.
47	Modular Way	Perris Boulevard to Kitching Street	New	48 mph	45 mph	CVC Section 21400(b)
48	Moreno Beach Drive	Cottonwood Avenue to Ironwood Avenue	45 mph	49 mph	45 mph	CVC Section 21400(b)
49	Morrison Street	Alessandro Boulevard to Eucalyptus Avenue	40 mph	39 mph	35 mph	CVC Section 21400(b)
50	Morton Road	Penunuri Way to Box Springs Road	35 mph	41 mph	35 mph	CVC Sections 627 and 22358.5. This segment has an adjacent school.
51	Nandina Avenue	Heacock Street to Perris Boulevard	45 mph	43 mph	40 mph	CVC Sections 627 and 22358.5. This segment has high turning truck volume.
52	Nason Street	Cactus Avenue to Alessandro Boulevard	45 mph	51 mph	45 mph	CVC Sections 627 and 22358.5. This segment has an adjacent hospital and assisted living facility.
53	Nason Street	Alessandro Boulevard to Ironwood Avenue	45 mph	46 mph	40 mph	CVC Sections 627 and 22358.5. This segment has an adjacent high school.
54	Old Lake Drive	Pigeon Pass Road to Sunnymead Ranch Parkway	45 mph	47 mph	40 mph	CVC Sections 627 and 22358.5. This segment has an adjacent middle school.
55	Oliver Street	Laurel Court to Iris Avenue	25 mph	28 mph	25 mph	CVC Section 21400(b)
56	Oliver Street	Cactus Avenue to Alessandro Boulevard	40 mph	43 mph	40 mph	CVC Section 21400(b)

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57	Oliver Street	Alessandro Boulevard to Cottonwood Avenue	45 mph	42 mph	40 mph	85th Percentile
58	Perris Boulevard	Ironwood Avenue to Heacock Street	45/50 mph	53 mph	50 mph	CVC Section 21400(b)
59	Pigeon Pass Road	Sunnymead Boulevard to Ironwood Avenue	45 mph	43 mph	40 mph	CVC Section 21400(b)
60	Presidio Hills Drive	Pigeon Pass Road to Espada Creek Road	35 mph	31 mph	25 mph	CVC Sections 627 and 22358.5. This segment has an adjacent community park.
61	Reche Vista Drive	Heacock Street to North City Limit	New	54 mph	50 mph	CVC Section 21400(b)
62	Redlands Boulevard	Cactus Avenue to Cottonwood Avenue	50 mph	54 mph	50 mph	CVC Section 21400(b)
63	Redlands Boulevard	Cottonwood Avenue to SR-60 EB Ramps	55 mph	55 mph	50 mph	CVC Sections 627 and 22358.5. This segment has high turning truck volume and is a major bicycle route.
64	Redlands Boulevard	SR-60 EB Ramps to North City Limit	55 mph	57 mph	50 mph	CVC Sections 627 and 22358.5. This segment has high equestrian traffic and is a major bicycle route.
65	Rivard Road	San Michele Road to Perris Boulevard	New	39 mph	35 mph	CVC Section 21400(b)
66	San Michele Road	Heacock Street to Perris Boulevard	45 mph	47 mph	40 mph	CVC Sections 627 and 22358.5. This segment has high turning truck volume.
67	Sunnymead Boulevard	Frederick Street to Heacock Street	35 mph	42 mph	35 mph	CVC Sections 627 and 22358.5. This segment has numerous business access points.
68	Sunnymead Boulevard	Heacock Street to Perris Boulevard	35 mph	37 mph	35 mph	85 th Percentile

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69	Sunnymead Boulevard	Perris Boulevard to Kitching Street	40 mph	42 mph	40 mph	85 th Percentile
70	Sunnymead Ranch Parkway	Pigeon Pass Road to Heacock Street	45 mph	43 mph	40 mph	CVC Section 21400(b)
71	Sunnymead Ranch Parkway	Heacock Street to Perris Boulevard	45 mph	44 mph	40 mph	CVC Section 21400(b)
72	Towngate Boulevard	Eucalyptus Avenue to Frederick Street	40 mph	45 mph	40 mph	CVC Sections 627 and 22358.5. This segment recently had a vehicle lane reduction from 3 travel lanes in each direction to 2 travel lanes and a dedicated bicycle lane in each direction.
73	Town Circle	Heritage Way to Centerpoint Drive	25 mph	33 mph	30 mph	CVC Section 21400(b)
74	Theodore Street	Alessandro Boulevard to Ironwood Avenue	55 mph	54 mph	50 mph	CVC Section 21400(b)

*In Table 3: Recommended speeds that are new or different from existing are in **BOLD**

The following is a summary the segments that have changes of speed limits recommended:

Decrease in Speed Limit (28 locations):

1. Cactus Avenue from Heacock Street to Perris Boulevard from 45 mph to 40 mph
2. Dracaea Avenue from Gershwin Way to Redlands Boulevard from 35 mph to 30 mph
3. Eucalyptus Avenue from Valley Springs Parkway to Memorial Way from 40 mph to 35 mph
4. Graham Street from Cactus Avenue to Cottonwood Avenue from 45 mph to 40 mph
5. Graham Street from Cottonwood Avenue to Sunnymead Boulevard from 45 mph to 40 mph
6. Indian Street from ¼ mile north of San Michele Road to 600' north of Harley Knox from 50 mph to 45 mph
7. Indian Street from Superior Avenue to Iris Avenue from 50 mph to 45 mph
8. Iris Avenue from Heacock Street to Perris Boulevard from 45 mph to 40 mph
9. Ironwood Avenue from Perris Boulevard to Lasselle Street from 45 mph to 40 mph
10. Kitching Street from John F. Kennedy Drive to Alessandro Boulevard from 40/45 mph to 40 mph
11. Lasselle Street from South City Limit to Iris Avenue from 50 mph to 45 mph
12. Lasselle Street from Iris Avenue to John F. Kennedy Drive from 50 mph to 45 mph
13. Lasselle Street from John F. Kennedy Drive to Alessandro Boulevard from 50 mph to 45 mph
14. Lasselle Street from Alessandro Boulevard to Eucalyptus Avenue from 45 mph to 40 mph
15. Morrison Street from Alessandro Boulevard to Eucalyptus Avenue from 40 mph to 35 mph
16. Nandina Avenue from Heacock Street to Perris Boulevard from 45 mph to 40 mph

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17. Nason Street from Alessandro Boulevard to Ironwood Avenue from 45 mph to 40 mph
18. Old Lake Drive from Pigeon Pass Road to Sunnymead Ranch Parkway from 45 mph to 40 mph
19. Oliver Street from Alessandro Boulevard to Cottonwood Avenue from 45 mph to 40 mph
20. Pigeon Pass Road from Sunnymead Boulevard to Ironwood Avenue from 45 mph to 40 mph
21. Presidio Hills Drive from Pigeon Pass Road to Espada Creek Road from 35 mph to 25 mph
22. Redlands Boulevard from Cactus Avenue to Cottonwood Avenue from 55 mph to 50 mph
23. Redlands Boulevard from Cottonwood Avenue to SR-60 EB Ramps from 55 mph to 50 mph
24. Redlands Boulevard from SR-60 EB Ramps to North City Limit from 55 mph to 50 mph
25. San Michele Road from Heacock Street to Perris Boulevard from 45 mph to 40 mph
26. Sunnymead Ranch Parkway from Pigeon Pass Road to Heacock Street from 45 mph to 40 mph
27. Sunnymead Ranch Parkway from Heacock Street to Perris Boulevard from 45 mph to 40 mph
28. Theodore Street from Alessandro Boulevard to Ironwood Avenue from 55 mph to 50 mph

Increase in Speed Limit (4 locations):

1. Brodiaea Avenue from Frederick Street to Heacock Street from 35 mph to 40 mph
2. Delphinium Avenue from Heacock Street to Rio Bravo Road from 30 mph to 35 mph
3. Perris Boulevard from Ironwood Avenue to Heacock Street from 45/50 mph to 50 mph
4. Town Circle from Heritage Way to Centerpoint Drive from 25 mph to 30 mph

Newly Established Speed Limits (9 locations):

1. Bay Avenue from Lasselle Street to 400' east of Sapphire Way at 25 mph
2. Bay Avenue from Moreno Beach Drive to Quincy Street at 30 mph
3. Globe Street from Perris Boulevard to Kitching Street at 40 mph
4. Grove View Road from Indian Street to Perris Boulevard at 40 mph
5. Highland Boulevard from Ironwood Avenue to Redlands Boulevard at 40 mph
6. Kitching Street from Modular Way to terminus south of Globe Street at 30 mph
7. Modular Way from Perris Boulevard to Kitching Street at 45 mph
8. Reche Vista Drive from Heacock Street to North City Limit at 50 mph
9. Rivard Road from San Michele Road to Perris Boulevard at 35 mph

All speed limits within this study have been established in compliance with methods set forth by the California Vehicle Code and California Manual on Uniform Traffic Control Devices. Once posted, all recommended speed limits established within this study are enforceable by law.

CITY CLERK
MORENO VALLEY
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City of Moreno Valley

Boards and Commissions

Membership Application

For City Clerks Use
Stamp Date and Time Received

Form Name: SANDRA DAVENPORT
Home Address: 14593 Cochite Dr, Moreno Valley
92553
How long have you resided in Moreno Valley? From 2008, Dec

CONFIDENTIAL INFORMATION

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

Employer Name: Retired Position: _____
Address: Arts Commission

Board or Commission applying for*: 1st Choice SENIOR CITIZENS' BOARD
2nd Choice Arts Commission

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

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

Why do you wish to serve on this Board and/or Commission?

The Senior Citizens' Board offers an opportunity to be informed of the services, programs, and activities available to seniors in MoVal. As a regular attendee at the Senior Community Center, I would be helpful in disseminating those policies of the board.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission: I have participated in the process of bringing general concerns involving the extension of hours at the center and cabinet access issues to S.C.B. in the form of a formal request. I learned and I was educated on how the S.C.B. process works in MoVal.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations: The Board makes recommendations only to the Mayor and City Councils. It is not empowered to enact legislation. Any programs must be approved and funded by the city council.

What do you hope to accomplish by your participation? I am interested to bring it. I wish to be supportive to the Board and the seniors in the city of MoVal. I wish to carry out the policies of the Board and inform seniors of policies which concern them.

Attachment: Sandra Davenport Redacted (2883 : MAYORAL APPOINTMENTS TO COMMISSIONS)

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

I volunteered to bring the concerns of the Bid Whist activity participants, at the center, to the board regarding concerns of room expansion, cabinets access difficulties, and even the future of the Senior Community Center growth.
* See Juanita Wilson, President

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

Arts Commission to promote arts, activities and education for the senior population.

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

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

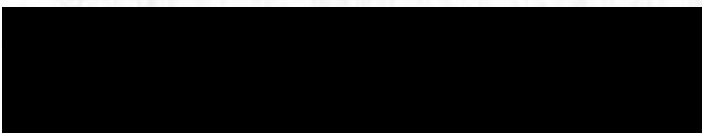
Date(s) of the meeting(s) attended: Sept 18th 3p.m. Senior Com Center

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

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

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

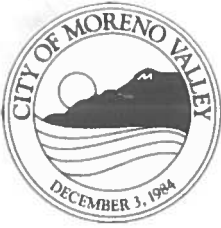
CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability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



_____ Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round. All applications are public record; personal information may be redacted to protect applicants' privacy.

Attachment: Sandra Davenport Redacted (2883 : MAYORAL APPOINTMENTS TO COMMISSIONS)



City of Moreno Valley

Boards and Commissions

Membership Application Form

CITY CLERK
MORENO VALLEY
RECEIVED

17 OCT 11 AM 11:32

For City Clerk's Use
Stamp Date and Time Received

Name: Ernesto Guzman
Home Address: 12162 Franklin st
Moreno Valley, ca 92557

How long have you resided in Moreno Valley? 30 year

CONFIDENTIAL INFORMATION

Home Phone No.: [REDACTED] Driver's License No.: [REDACTED]
Work Phone No.: [REDACTED] Email Address: [REDACTED]
Cell Phone No.: [REDACTED] Date of Birth: [REDACTED]

Employer Name: Moss Bros Honda Position: Service and Parts Director
Address: 27990 Eucalyptus Ave
Moreno Valley, ca 92555

Board or Commission applying for*: 1st Choice Traffic commission
2nd Choice safety commission

*If applying for the Accessibility Appeals Board, please indicate which position you are applying for:

Physically Challenged Person Person Experienced in Construction Public Member

*If applying for the Utilities Commission, please indicate which position you are applying for:

Public Member Customer of Moreno Valley Utility Business Customer of Moreno Valley Utility

Why do you wish to serve on this Board and/or Commission?

To volunteer my time to the safety of the community

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:

Good listening skills and genuine interest in bettering my community

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.

This would be my first attempt to apply to any commission

What do you hope to accomplish by your participation?

To volunteer my time to the safety of the community

Attachment: Ernesto Guzman Redacted (2883 : MAYORAL APPOINTMENTS TO COMMISSIONS)

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

~~Moss Bros Honda Shirley Aplin (CURRENT) 951-486-9366 X1111/Carlie Zavala 951-442-5803 (current) inventory control~~

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

~~Im also interested in the planning commission~~

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

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

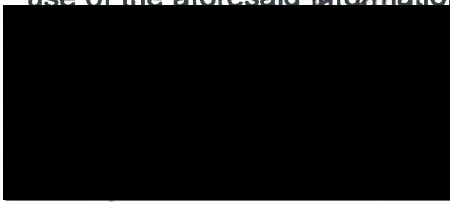
Date(s) of the meeting(s) attended: _____

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

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

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

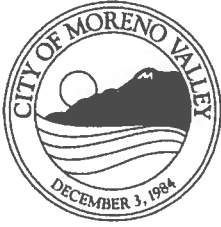
CERTIFICATE OF APPLICANT: I certify that all statements in this application are true and complete to the best of my knowledge. I understand that any false statements of material fact will subject me to disqualification or dismissal if appointed. I release the City of Moreno Valley from any liability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



10/10/17
Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round. All applications are public record; personal information may be redacted to protect applicants' privacy.

Attachment: Ernesto Guzman Redacted (2883 : MAYORAL APPOINTMENTS TO COMMISSIONS)



City of Moreno Valley

Boards and Commissions

Membership Application Form

CITY CLERK
MORENO VALLEY
RECEIVED
17 OCT 11 AM 9:12
For City Clerk's Use
Stamp Date and Time Received

Name: Hector Reza
Home Address: 11521 Davis St.
Moreno Valley, CA 92557
How long have you resided in Moreno Valley? 27 years

CONFIDENTIAL INFORMATION

Home Phone No.:	<u>[REDACTED]</u>	Driver's License No.:	<u>[REDACTED]</u>
Work Phone No.:	<u>[REDACTED]</u>	Email Address:	<u>[REDACTED]</u>
Cell Phone No.:	<u>[REDACTED]</u>	Date of Birth:	<u>[REDACTED]</u>

Employer Name: Self Employed Position: Owner
Address: 783 W. Ramsey St. Banning, CA. 92220

Board or Commission applying for*: 1st Choice Traffic and Safety
2nd Choice _____

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

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

Why do you wish to serve on this Board and/or Commission?

I've been a safety Director, I therefore feel this is a good nich for me.

List any education, training, or special skills, you have which may be relevant or of particular benefit to this Board and/or Commission:

I have a bachelors degree in business management. Very motivated self-employed individual. Possess common sense and am very methodical.

Explain briefly your understanding of what this Board and/or Commission does, including its powers and limitations.

Meets to assess traffic patterns past, present and future to determine it's potential liability to the city and find viable solutions.

What do you hope to accomplish by your participation?

As a long time resident of MV, father and grandfather I hope to contribute in making this a safer environment for all it's residnet and visitors alike.

Attachment: Hector Reza Redacted (2883 : MAYORAL APPOINTMENTS TO COMMISSIONS)

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

None

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

Parks and recreation

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

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

Date(s) of the meeting(s) attended: _____

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

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

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

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

[Redacted Signature]

Oct. Tenth Twenty Seventeen 10/10/17
Date

Please Note: Applications will be kept on file for potential future vacancies for one year after the application submittal date. Applications are accepted year-round. All applications are public record; personal information may be redacted to protect applicants' privacy.

Attachment: Hector Reza Redacted (2883 : MAYORAL APPOINTMENTS TO COMMISSIONS)



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: Michael L. Wolfe, Public Works Director/City Engineer

AGENDA DATE: December 5, 2017

TITLE: PURSUANT TO A LANDOWNER PETITION, ANNEX FOUR PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 1 (PARK MAINTENANCE) — AS ANNEXATION NOS. 2017-43 AND 2017-44

RECOMMENDED ACTION

Recommendation:

1. That the Community Services District (CSD) of the City of Moreno Valley acting as the legislative body of Community Facilities District No. 1 (Park Maintenance) approve and adopt Resolution No. CSD 2017-____, a Resolution of the Board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory for Annexation Nos. 2017-43 and 2017-44 to its Community Facilities District No. 1 and approving the amended maps for said District.

SUMMARY

Approval of the proposed resolution will certify the annexation of four parcels into Community Facilities District (CFD) No. 1 (Park Maintenance) ("District"). This action impacts two property owners, not the general citizens or taxpayers of the City.

The City requires new development to mitigate the cost of certain impacts created by the proposed development, such as the increase in demand on parks created by residential development. As a condition of approval, Jesus Fernandez and OM MacArthur LLC ("Property Owner") are required to provide an ongoing funding source for the cost of

maintaining parks. The City created CFD No. 1 to provide the development community with a funding mechanism to assist in satisfying the requirement.

After the property owner elects to annex their property into the District and the CSD Board approves the annexation, the City can levy a special tax on the property tax bill(s) of the annexed parcel(s). Revenue generated by the District supports the ongoing maintenance and/or repair of parks, trails, park improvements, and all efforts by Park Rangers for facilities associated with the District.

The Property Owner elected to annex the parcel(s) of their projects into the District and submitted a Landowner Petition approving the annexation. The City Clerk has confirmed the petitions are valid.

DISCUSSION

History

The CSD established zones to fund and account for the costs of specific public services provided by the City to properties receiving benefit from those services. CSD Zone A revenue funds the maintenance of parks, park facilities, and multi-use trails, as well as recreation program services, which serve the residents of Moreno Valley. CSD Zone A's annual parcel tax has remained fixed at \$87.50 per parcel or dwelling unit (for multi-family parcels) since FY 1992/93. Zone A's parcel tax alone is insufficient to fund expenses for the operation and maintenance of both existing and future parks and community services.

On July 8, 2003, the CSD formed CFD No. 1 to fund the maintenance and/or repair of parks, trails, park improvements, and all efforts by Park Rangers related to those park facilities constructed after the District was formed. New residential development projects are required to provide an ongoing funding source to support CFD No. 1 as a condition of approval for the project.

Residential housing Tracts 30924 and 31050 formed the original boundaries of CFD No. 1. Since formation of CFD No. 1, the CSD Board has certified and approved an additional 75 landowner's requests to annex their residential developments into the District.

Annexation to CFD No. 1

At the time CFD No. 1 was formed, the CSD Board authorized a future annexation area boundary to provide a simplified process for the development community to annex into the District. Annexations can occur without additional public hearing as long as the annexing landowner provides unanimous consent. Once annexed, parcels are subject to the annual special tax to fund the benefits they are receiving.

As a condition of approval of their development, the projects are required to provide an ongoing funding source for park maintenance. Information for the parcels under development (“Subject Property”) is shown in the following table:

Property Owner/Project	APN(s)	Proposed Number of DU ¹	Location
Jesus Fernandez Custom Home PEN16-0076/SCP17-0011	478-040-032	1	Southeast corner of Gifford Ave. and Curtis St.
OM MacArthur LLC Hemlock Garden Apts. PA14-0027/SCP17-0009	292-211-001 292-181-001 292-181-002	39	north side of Hemlock Ave., east of Swegles Ln.

¹ DU = Dwelling Units (single-family residential lot or dwelling unit for multi-family)

Property owners have two options to satisfy their condition of approval:

- 1) Submit a landowner petition approving annexation of the Subject Property into the District. Approval of the petition and special tax rate allows the City to annually levy the special tax on the property tax bill(s) of the Subject Property. This option is only available if there are fewer than 12 registered voters living within the proposed annexation area. On October 4, 2017, the Office of the Riverside County Registrar of Voters confirmed there were no registered voters residing at the Subject Property, allowing for a special election of the landowners to be conducted; or
- 2) Fund an endowment to satisfy the annual requirement.

The Property Owner elected to annex the Subject Property into CFD No. 1 and have the special tax applied to the annual property tax bill. The City Clerk received and reviewed the Landowner Petitions and confirmed the Property Owner unanimously approved annexation of the Subject Property into the District. Adoption of the attached resolution (Attachment 1) adds the Subject Property into CFD No. 1 and directs the recordation of the boundary maps (Attachment 2 and 3) and amended notice of special tax liens for Annexation Nos. 2017-43 and 2017-44.

Successful completion of the annexation process satisfies the condition of approval to provide an ongoing funding source for park maintenance for both projects.

ALTERNATIVES

1. Adopt the proposed resolution. *Staff recommends this alternative as it will annex the Subject Property into CFD No. 1 at the request of the Property Owner and satisfies the condition of approval for the proposed developments.*
2. Do not adopt the proposed resolution. *Staff does not recommend this alternative as it is contrary to the Property Owner's request, will not satisfy the condition of*

approval, and may delay development of the project.

3. Do not adopt the proposed resolution but rather continue the item to a future regular CSD Board (City Council) meeting. *Staff does not recommend this alternative as it will delay the Property Owner from satisfying the condition of approval and may delay development of the project.*

FISCAL IMPACT

Revenue received from the special tax is restricted and can only be used to fund the maintenance and operation of CFD No. 1 park facilities and services. The special tax can only be applied to the property tax bill of a parcel wherein the property owner has previously provided approval. The maximum estimated special tax revenue which can be generated from the projects is detailed below:

Property Owner/ Project Name	Proposed Number of DU ^{1,2}	FY 2017/18 Maximum Special Tax ^{2,3}	Total
Jesus Fernandez Custom Home PEN16-0076/SCP17-0011	1	\$164.89/DU	\$164.89
OM MacArthur LLC Hemlock Garden Apts. PA14-0027/SCP17-0009	39	\$164.89/DU	\$6,430.71

¹ DU = Dwelling Unit (single-family residential lot or dwelling unit for multi-family).
² The special tax will be calculated based on the final development of the project.
³ The applied special tax may be lower than the maximum special tax.

The maximum special tax rate is subject to an annual inflation adjustment based on the change in Consumer Price Index (CPI) or by two percent (2%), whichever is greater. Each year, the CSD Board must authorize any proposed CPI adjustment prior to the levy of the special tax on the property tax bills. The increase to the maximum special tax rate cannot exceed the annual inflationary adjustment without approval of the qualified electors (landowners or registered voters depending upon the number of registered voters) within the District.

NOTIFICATION

Annexation materials were mailed to the Property Owner on October 17, 2017. A cover letter, Landowner Petition, Rates and Method of Apportionment of Special Tax, and an envelope to return the completed petition were included.

PREPARATION OF STAFF REPORT

Prepared by:
Jennifer A. Terry,
Senior Management Analyst

Department Head Approval:
Rick C. Hartmann
Public Works Director/City Engineer

Concurred by:
Candace E. Cassel,

Concurred by:
Mel Alonzo

Special Districts Division Manager

Parks & Community Services Director

CITY COUNCIL GOALS

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

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

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

ATTACHMENTS

1. Resolution Approving Annexations 2017-43 and 2017-44
2. Annexation Map 2017-43
3. Annexation Map 2017-44
4. Certificate of Election Official 2017-43
5. Certificate of Election Official 2017-44

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/15/17 11:34 AM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 12:34 PM

City Manager Approval

✓ Approved

11/22/17 12:34 PM

RESOLUTION NO. CSD 2017-___

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY FOR ANNEXATION NOS. 2017-43 AND 2017-44 TO ITS COMMUNITY FACILITIES DISTRICT NO. 1 AND APPROVING THE AMENDED MAPS FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2003-23, the Board of Directors of the Moreno Valley Community Services District (the "CSD") established the CSD's Community Facilities District No. 1 (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. 41, the Board of Directors levied an annual special tax against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks and park improvements; and

WHEREAS, by its Resolution No. CSD 2003-26, the Board of Directors designated all territory within the City of Moreno Valley to be a Future Annexation Area for the CFD; and

WHEREAS, pursuant to Resolution No. CSD 2003-26 territory located within the Future Annexation Area may be annexed to the CFD upon the unanimous approval of the owner or owners of each parcel or parcels at the time that the parcel or parcels are annexed, without additional hearings; and

WHEREAS, the landowners of the parcels listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, have submitted a petition requesting and approving annexation of the listed parcels (the "Annexation Parcels") to the CFD; and

WHEREAS, the boundary maps entitled "Annexation Map No. 2017-43 of Community Facilities District No. 1 of the Moreno Valley Community Services District City of Moreno Valley, County of Riverside, State of California" and "Annexation Map No. 2017-44 of Community Facilities District No. 1 of the Moreno Valley Community Services District City of Moreno Valley, County of Riverside, State of California", showing the extent of the proposed annexation are included as Exhibit B to this Resolution and incorporated herein by reference (the "Boundary Maps"); and

WHEREAS, the Board of Directors desires to annex the Annexation Parcels to the CFD.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY,

1

Resolution No. CSD 2017-___
Date Adopted: December 5, 2017

Attachment: Resolution Approving Annexations 2017-43 and 2017-44 (2811 : PURSUANT TO A LANDOWNER PETITION, ANNEX FOUR

CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Ordered. The Annexation Parcels are hereby added to and part of the CFD with full legal effect. The Annexation Parcels are subject to the Special Tax levied in connection with the CFD.
3. Description of Services. The following is a general description of the services provided in the CFD:

The maintenance and/or repair of Parks and Park Improvements including, but not limited to, the planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other ornamental plants and vegetation, the operation, maintenance, repair, and replacement of irrigation systems associated with Parks and Park Improvements, and all the effort by Park Rangers that is devoted to the maintenance of the Parks and Park Improvements and public safety. "Parks and Park Improvement" means parks and park improvements which are to be developed, constructed, installed, and maintained within and in the area of the CSD and which will be owned and operated by the CSD for the benefit of the residents of the CFD.

Such maintenance shall include, but not be limited to, the provision of all labor, material, administration, personnel, equipment and utilities necessary to maintain such Parks and Park Improvements.

It is the intention of the Board of Directors to fund all direct, administrative and incidental annual costs and expenses necessary to provide the authorized maintenance and services.

4. Amended Boundary Maps. The Boundary Maps attached hereto as Exhibit B are hereby approved. These maps amend, and does not supersede, the existing map of the CFD. The City Council directs that said maps be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.
5. Notice of Special Tax Lien. The City Council directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcels associated with the Boundary Maps.
6. Severability. 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.
7. This Resolution shall be effective immediately upon adoption.

2
Resolution No. CSD 2017-____
Date Adopted: December 5, 2017

8. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

APPROVED AND ADOPTED this 5th day of December, 2017.

Mayor of the City of Moreno Valley,
Acting in the capacity of President of the
Moreno Valley Community Services District

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Moreno Valley
Community Services District

APPROVED AS TO FORM:

City Attorney, acting in the capacity
of General Counsel of the Moreno
Valley Community Services District

Resolution No. CSD 2017-3
Date Adopted: December 5, 2017

Attachment: Resolution Approving Annexations 2017-43 and 2017-44 (2811 : PURSUANT TO A LANDOWNER PETITION, ANNEX FOUR

RESOLUTION JURAT

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

I, Pat Jacquez-Nares, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2017-____ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District at a regular meeting held on the 5th day of December, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2017-____ 4
Date Adopted: December 5, 2017

Attachment: Resolution Approving Annexations 2017-43 and 2017-44 (2811 : PURSUANT TO A LANDOWNER PETITION, ANNEX FOUR

EXHIBIT A

List of Annexation Parcel(s)

Annexation Map No.	Assessor's Parcel Numbers
2017-43	478-040-032
2017-44	292-211-001 292-181-001 292-181-002

Attachment: Resolution Approving Annexations 2017-43 and 2017-44 (2811 : PURSUANT TO A LANDOWNER PETITION, ANNEX FOUR

EXHIBIT B Annexation Map No. 2017-43

SHEET 1 OF 1

**ANNEXATION MAP NO. 2017-43 OF
COMMUNITY FACILITIES DISTRICT NO. 1**
OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	478-040-032

VICINITY MAP

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____ 201__

CITY CLERK, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 2017-43 TO COMMUNITY FACILITIES DISTRICT NO. 1 OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____ 201__ BY ITS RESOLUTION NO. _____

CITY CLERK, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY

FILED THIS _____ DAY OF _____ 201__
AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____
PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 1 OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON JULY 17, 2003 IN BOOK 53 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGES 46 THROUGH 48 AS INSTRUMENT NO. 2003-034248.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Legend

○ MAP REFERENCE NUMBER
□ CFD No. 1 Annexation 2017-43

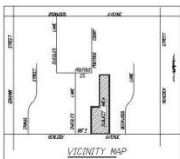
1 inch = 67 feet

Attachment: Resolution Approving Annexations 2017-43 and 2017-44 (2811 : PURSUANT TO A LANDOWNER PETITION, ANNEX FOUR

Annexation Map No. 2017-44

**ANNEXATION MAP NO. 2017-44 OF
COMMUNITY FACILITIES DISTRICT NO. 1**
OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 1 OF 1



LEGEND

○ MAP REFERENCE NUMBER

□ CSD NO. 1 ANNEXATION 2017-44

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	292-211-001
2	292-161-001
3	292-161-002

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____ 201__.

CITY CLERK, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 2017-44 TO COMMUNITY FACILITIES DISTRICT NO. 1 OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEROF, HELD ON THE ____ DAY OF _____, 201__ BY ITS RESOLUTION NO. _____

CITY CLERK, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

CITY OF MORENO VALLEY

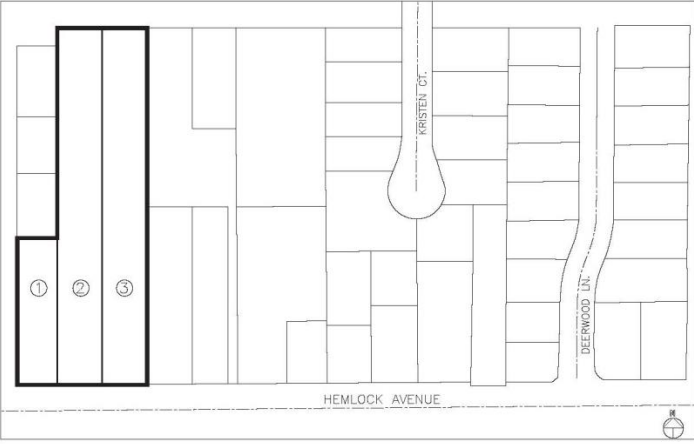
FILED THIS _____ DAY OF _____, 201__, AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 01 OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON JULY 17, 2003 IN BOOK 53 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 46 THROUGH 48 AS INSTRUMENT NO. 2003-534249.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



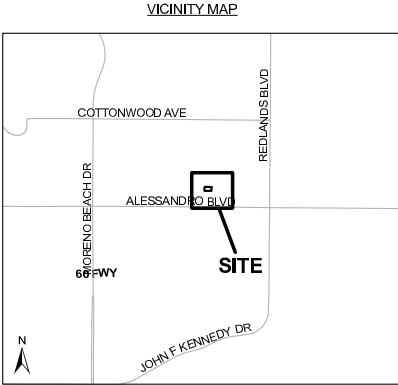
DESIGN CONCEPTS
SHIV TALWAR, ARCHITECT AIA
3340 RIVERSIDE DR. #M, CHINO, CA 91710
TEL: 909-991-3939
Email: designconcepts@shivo.com

Attachment: Resolution Approving Annexations 2017-43 and 2017-44 (2811 : PURSUANT TO A LANDOWNER PETITION, ANNEX FOUR

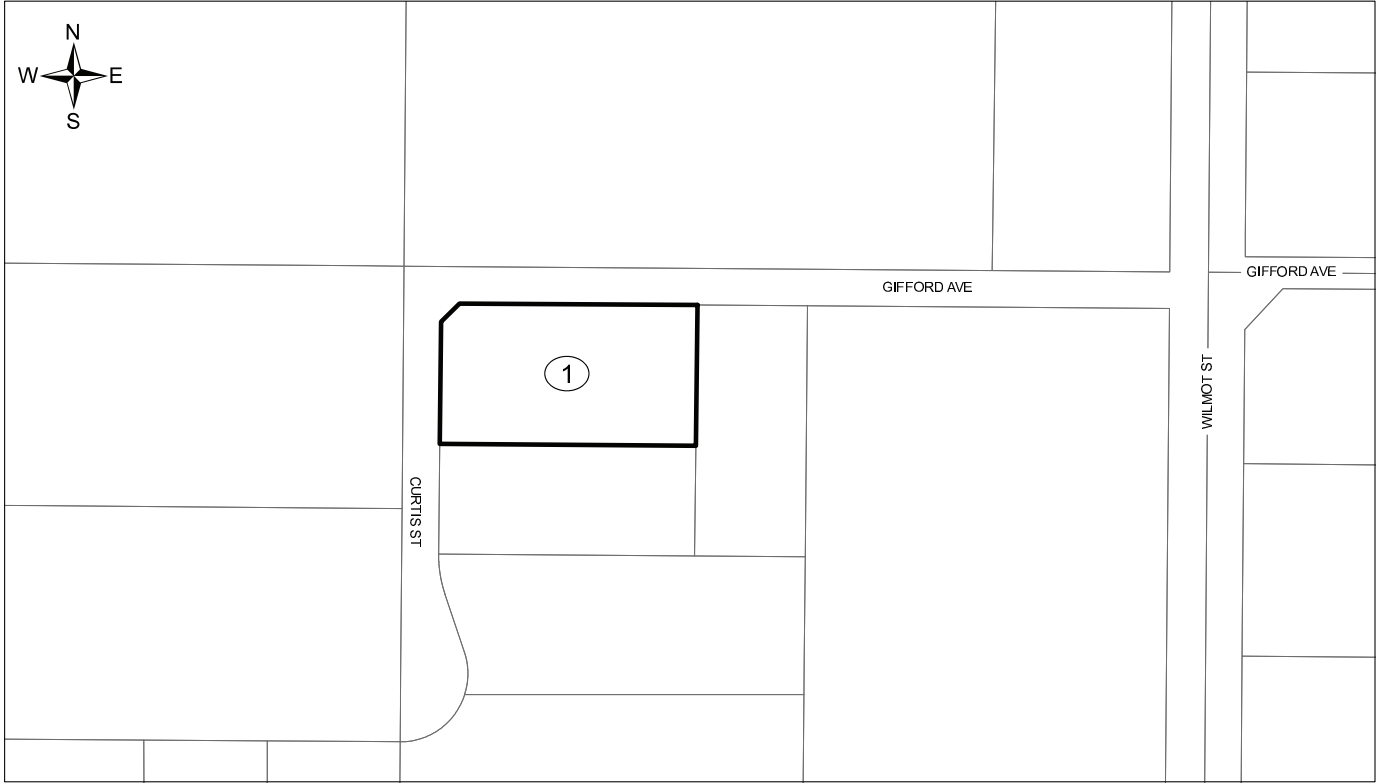
7
Resolution No. CSD 2017-____
Date Adopted: December 5, 2017

**ANNEXATION MAP NO. 2017-43 OF
COMMUNITY FACILITIES DISTRICT NO. 1**

OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	478-040-032



FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 201____.

CITY CLERK, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 2017-43 TO COMMUNITY FACILITIES DISTRICT NO. 1 OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 201____, BY ITS RESOLUTION NO. _____.

CITY CLERK, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY

FILED THIS _____ DAY OF _____, 201____, AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 1 OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON JULY 17, 2003 IN INSTRUMENT NO. 2003-534249.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Legend
 MAP REFERENCE NUMBER
 CFD No.1 Annexation 2017-43
 1 inch = 67 feet



Attachment: Annexation Map 2017-43 (2811 : PURSUANT TO A LANDOWNER PETITION, ANNEX FOUR

ANNEXATION MAP NO. 2017-44 OF COMMUNITY FACILITIES DISTRICT NO. 1

OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 201__.

CITY CLERK, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLE COMMUNITY SERVICES DISTRICT

CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 2017-44 TO COMMUNITY FACILITIES DISTRICT NO. 1 OF THE MO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIV STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEROF, HELD ON ____ DAY OF _____, 201___. BY ITS RESOLUTION NO. _____

CITY CLERK, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLE COMMUNITY SERVICES DISTRICT

CITY OF MORENO VALLEY

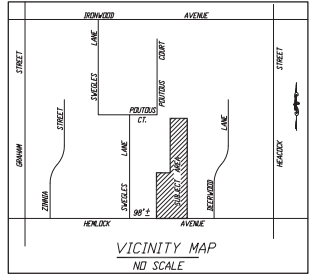
FILED THIS _____ DAY OF _____, 201___, AT THE HOUR OF _____ O'CLOCK _____, M. IN THE BOOK _____ PAGES(S) _____ MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AND INSTRUMENT N _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 01 OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON JULY 1 2003 IN BOOK 53 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT PAGE 46 THROUGH 48 AS INSTRUMENT NO. 2003-534249.

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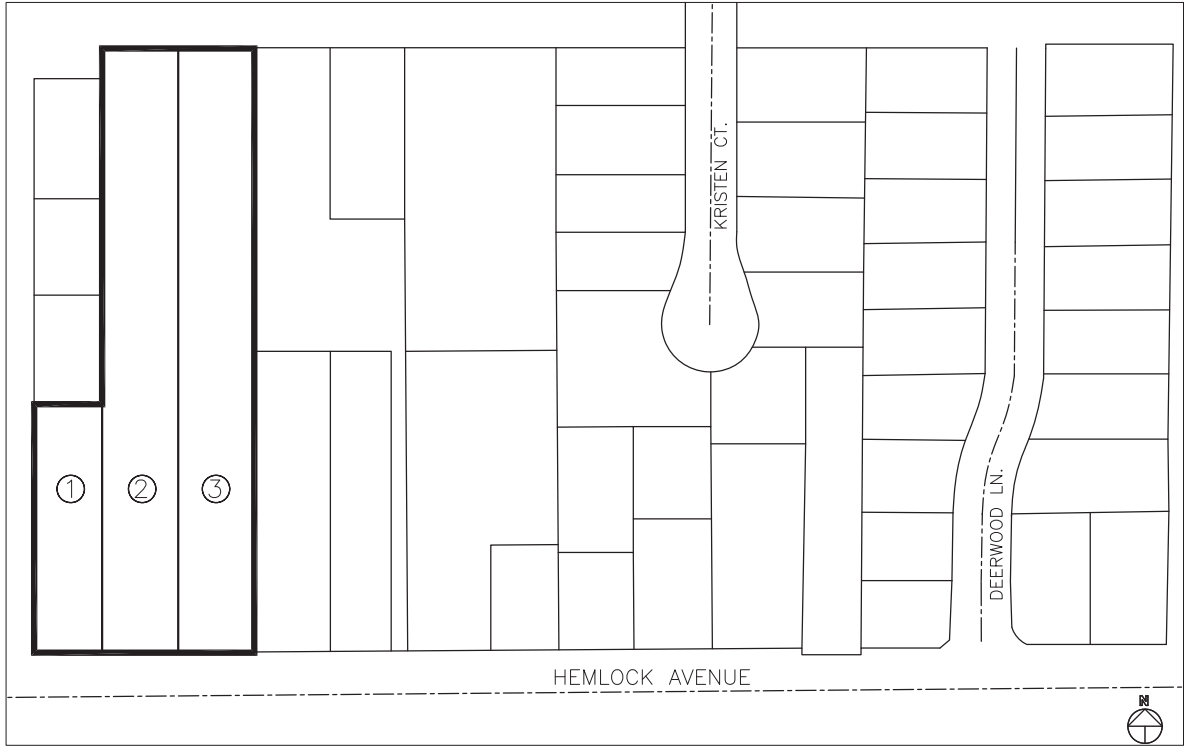
THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



LEGEND

- MAP REFERENCE NUMBER
- CFD NO. 1 ANNEXATION 2017-44

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	292-211-001
2	292-181-001
3	292-181-002



DESIGN CONCEPTS
SHIV TALWAR, ARCHITECT AIA

3340 RIVERSIDE DR. #M, CHINO, CA 91710
TEL: 909-591-3939
Email: dsignconcepts@yahoo.com



Attachment: Annexation Map 2017-44 (2811 : PURSUANT TO A LANDOWNER PETITION, ANNEX FOUR

**CERTIFICATE OF ELECTION OFFICIAL
AND STATEMENT OF VOTES CAST**

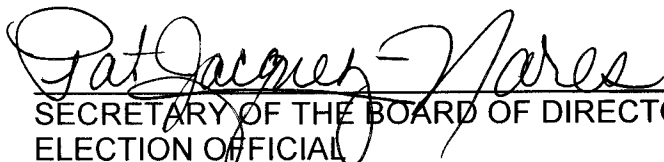
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on November 6, 2017, I did verify the completeness of the Landowner Petition for the annexation of property into

COMMUNITY FACILITIES DISTRICT NO. 1 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

ANNEXATION NO. 2017-43

WITNESS my hand this 6th day of November, 2017.



SECRETARY OF THE BOARD OF DIRECTORS
ELECTION OFFICIAL
MORENO VALLEY COMMUNITY SERVICES
DISTRICT OF THE CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official 2017-43 (2811 : PURSUANT TO A LANDOWNER PETITION, ANNEX FOUR PARCELS INTO

**CERTIFICATE OF ELECTION OFFICIAL
AND STATEMENT OF VOTES CAST**

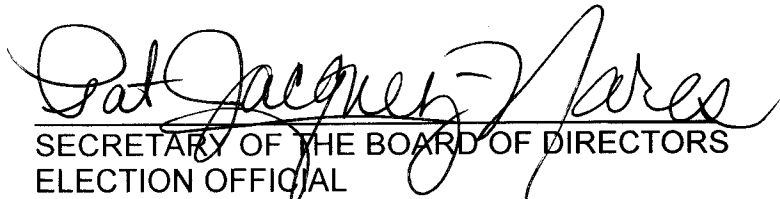
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on November 6, 2017, I did verify the completeness of the Landowner Petition for the annexation of property into

COMMUNITY FACILITIES DISTRICT NO. 1 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

ANNEXATION NO. 2017-44

WITNESS my hand this 6th day of November, 2017.



SECRETARY OF THE BOARD OF DIRECTORS
ELECTION OFFICIAL
MORENO VALLEY COMMUNITY SERVICES
DISTRICT OF THE CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official 2017-44 (2811 : PURSUANT TO A LANDOWNER PETITION, ANNEX FOUR PARCELS INTO



Report to City Council

TO:

FROM: Michael L. Wolfe, Public Works Director/City Engineer

AGENDA DATE: December 5, 2017

TITLE: PUBLIC HEARING FOR ADOPTION OF RESOLUTION DETERMINING THAT THE REAL PROPERTY IS SURPLUS AND AUTHORIZING THE SALE OF THE PARCEL APN 471-290-017 FOR PRIVATE USE

RECOMMENDED ACTION

Recommendations:

1. The City Council conduct the public hearing for adoption of resolution determining the real property as surplus and authorizing sale of parcel APN 471-290-017 per Resolution No. 2017- _____ for private use. Close the public hearing.
2. Adopt the attached Resolution No. 2017-_____
3. Authorize staff to start the property selling process and find a buyer for the property.

SUMMARY

This report recommends the adoption of Resolution No. 2017-____ declaring the real property as surplus and authorizing the sale of the parcel APN 471-290-017 for private use.

DISCUSSION

The subject property is generally located on the west side of the Perris Boulevard, north of Canyon Ranch Road, and east of old Reche Vista Drive. The total area is 0.62 acres (27,007 sf) zoned R2. Due to its irregular shape, the construction of one dwelling unit is anticipated to be approved. Perris Boulevard fronts the subject property on the east. The abandonment and demolition of Reche Vista Drive has taken place, and it no

longer fronts the western portion of the subject property. The subject property only has frontage and access via Perris Boulevard.

City acquired parcel APN 417-290-017 and got right of way dedication from parcel APN 471-201-011 in 1966 for the purpose of constructing the ultimate alignment of Reche Vista Drive. The construction of the Reche Vista Drive realignment project from the intersection of Heacock Street and Perris Boulevard to Country Road at the northern City limit was completed in November 2016.

On August 15, 2017 the City Council adopted the resolution to vacate the Old Reche Vista Drive right of way back to APN 471-201-011. Parcel APN 471-290-017 on the east side of Old Reche Vista Drive is considered as City's surplus land and is recommended for sale. Public Hearing for surplus land is in accordance with Government Code section 37422 and 54222. If there are no issues identified at the public hearing, the property would be offered for sale to qualified public agencies within a 60-day time frame. If there is no interest from a qualified public agency, the City could but would not be obligated, to put the property up for sale to the public at the expiration of the 60-day period.

ALTERNATIVES

1. Approve and direct the recommended actions as presented in this staff report. *This alternative will allow for the sale of the surplus land APN 471-290-017.*
2. Do not approve and direct the recommended actions as presented in this staff report. *This alternative will delay the sale of the surplus land APN 471-290-017 and increase the City's expense in maintenance and weed abatement.*

FISCAL IMPACT

When the sale occurs, the proceeds will be used to fund Library equipment and materials per Initiative 3.1.5.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Janet Parks, SR/WA
Senior Real Estate Consultant

Department Head Approval:
Rick C. Hartmann
Acting Public Works Director

Concurred By:
Henry Ngo, P.E.
Capital Projects 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.

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 3.1: Open a satellite branch library by December, 2017.

ATTACHMENTS

- 1. Resolution Surplus Land Sale 471 290 017
- 2. Attachment A - Location Map
- 3. EXHIBIT A

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/01/17 7:46 AM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 12:19 PM
City Manager Approval	<u>✓ Approved</u>	11/22/17 1:12 PM

RESOLUTION NO. 2017-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, FINDING AND DETERMINING THAT THE REAL PROPERTY IS SURPLUS AND AUTHORIZING SALE OF REMAINDER PARCEL FOR PRIVATE USE

WHEREAS, the City Council of the City of Moreno Valley desires to sell the remainder parcel APN 471-290-017, total area of 0.62 acres or 27,007 square feet, located on the west side of Perris Blvd. and north of Canyon Ranch Road, Moreno Valley described in Exhibit "A", that is attached hereto; and

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY FIND, DETERMINE, RESOLVE, DECLARE AND ORDER as follows:

1. The time and place for hearing the sale of said real property shall be held on December 05, 2017, at 6:00 p.m. at City Hall, located at 14177 Frederick Street, Moreno Valley, California.
2. The City Council finds that the public interest and convenience require the sale of the subject real property for the following reasons:
 - a) The real property is surplus and not needed for public purposes; and
 - b) There is an on-going cost to maintain and weed abate if ownership is retained by the City; and
 - c) It is advantageous to return the property to private ownership for use and maintenance.
3. The City Clerk shall publish a copy of this Resolution in the Press Enterprise, a daily newspaper and shall cause a copy of said Resolution to be posted at the real

Resolution No. 2017-__
Date Adopted: _____

Attachment "B"

Attachment: Resolution Surplus Land Sale 471 290 017 (2850 : PUBLIC HEARING FOR ADOPTION OF RESOLUTION DECLARING THE REAL

property.

- 4. At the hearing, any interested person may protest to the proposed sale. Any protests must be overruled by a 4/5ths vote of the Council members.

APPROVED AND ADOPTED this ____ day of _____,2017.

 Mayor of the City of Moreno Valley

ATTEST:

 City Clerk

APPROVED AS TO FORM:

 City Attorney

Resolution No. 2017-__
 Date Adopted: _____

RESOLUTION JURAT

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

I, _____, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. _____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the ____ day of _____, 2017 by the following vote:

AYES:

NOES:

ABSENT:

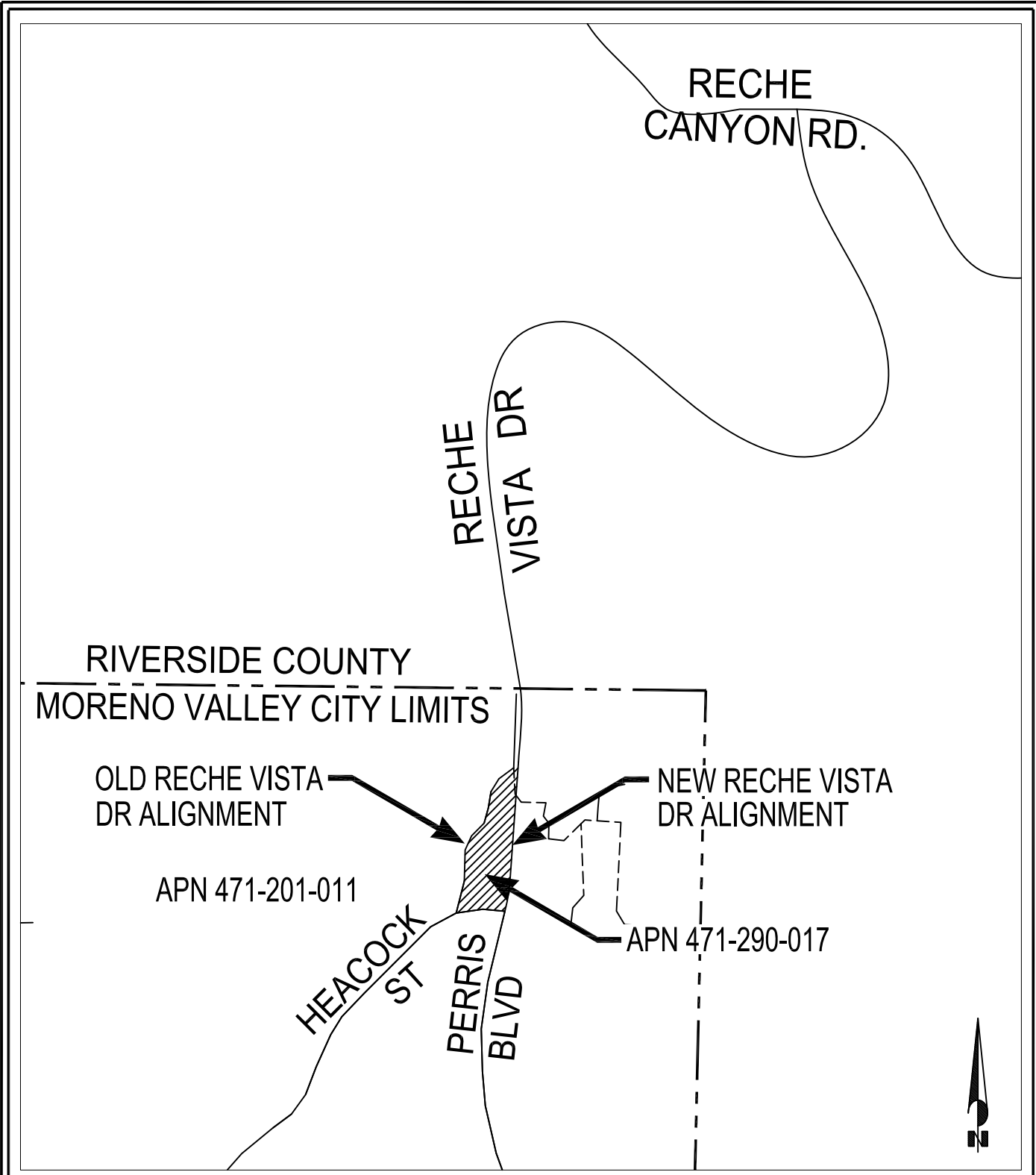
ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2017-____
Date Adopted: _____



LOCATION MAP



Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT A

SURPLUS LAND APN 471-290-017

Attachment: Attachment A - Location Map (2850 : PUBLIC HEARING FOR ADOPTION OF RESOLUTION DECLARING THE REAL PROPERTY AS



Report to City Council

TO: Mayor and City Council

FROM: Michael L. Wolfe, Public Works Director/City Engineer

AGENDA DATE: December 5, 2017

TITLE: PUBLIC HEARING FOR ONE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDING

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct the Public Hearing and accept public testimony for the mail ballot proceeding to approve the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate to be applied to the property tax bill(s).
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.

SUMMARY

The action before the City Council is to conduct a Public Hearing for one National Pollutant Discharge Elimination System (NPDES) mail ballot proceeding. The process to accept two parcels into the City's NPDES funding program impacts 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. The City offers the NPDES funding program to assist property owners in satisfying the requirement. After a property owner approves the City's NPDES rate through a mail ballot proceeding, the City can levy the rate on the annual property tax bill of the authorized parcel(s). Attachment 1 outlines the steps to participate in the City's NPDES funding program.

MV MMP, INC. (the "Property Owner") is approved to construct a 106-room hotel (Fairfield Inn & Suites) on the north side of Eucalyptus Avenue, east of Day Street. The Property Owner has requested to participate in the City's NPDES funding program. If the Property Owners approves the mail ballot and the City Council accepts the results, the condition of approval will be satisfied.

The revenue generated by this program provides funding 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.

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 a funding source to support activities for the NPDES program requirements. The City Council adopted the NPDES residential regulatory rate on June 10, 2003, and the NPDES commercial/industrial regulatory rate on January 10, 2006. Revenue received from the rate supports the increased compliance activities related to the development. It also reduces 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 a funding source for the NPDES program as a condition of approval for its 106-room hotel to be located on the north side of Eucalyptus Avenue, east of Day Street. Detailed parcel information for the properties subject to the condition of approval is listed in the following table.

Property Owner/Project	Assessor's Parcel Number(s)	Location	FY 2017/18 NPDES Maximum Rate(s)
MV MMP, INC. PEN16-0157/SBP17-0005 106-room hotel	291-650-008 291-650-009	North of Eucalyptus Ave., east of Day Street	\$236.86/parcel commercial/industrial

The Property Owner has two (2) 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 NPDES rate on the property tax bill, the Property Owner must first approve it and authorize the City to levy it on the annual property tax bill 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 2). The notice provides the purpose and amount of the charge and the 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. The ballot is due to the City Clerk prior to the close of the Public Hearing. At the close of the Public Hearing, the ballot can be opened and counted, and results announced.

The condition of approval to provide a funding source for the NPDES program will be satisfied with the property owner's approval of the NPDES mail ballot and City Council acceptance of the results. In the event a property owner does not return their ballot, does not approve the ballot, or returns an invalid ballot (unmarked or unsigned), this condition of approval will remain unsatisfied and may delay the development.

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) 2017/18 NPDES maximum commercial/industrial regulatory rate is \$236.86 per parcel, and any division thereof. The NPDES maximum regulatory rate for FY 2018/19 and each subsequent FY is subject to an annual inflationary adjustment, provided the City Council approves such increase each year. The annual increase 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 commercial/industrial rate schedule, NPDES ballot, instructions for marking and returning the ballot, and a postage paid return envelope addressed to the City Clerk.

Newspaper advertising for tonight's Public Hearing was published in The Press-Enterprise on November 16, 2017 and again on November 22, 2017.

PREPARATION OF STAFF REPORT

Prepared by:
Isa Rojas
Management Analyst

Department Head Approval:
Rick C. Hartmann
Acting Public Works Director

Concurred by:
Candace E. Cassel
Special Districts Division Manager

Concurred by:
Michael Lloyd
Engineering Division Manager/Assistant City Engineer

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.

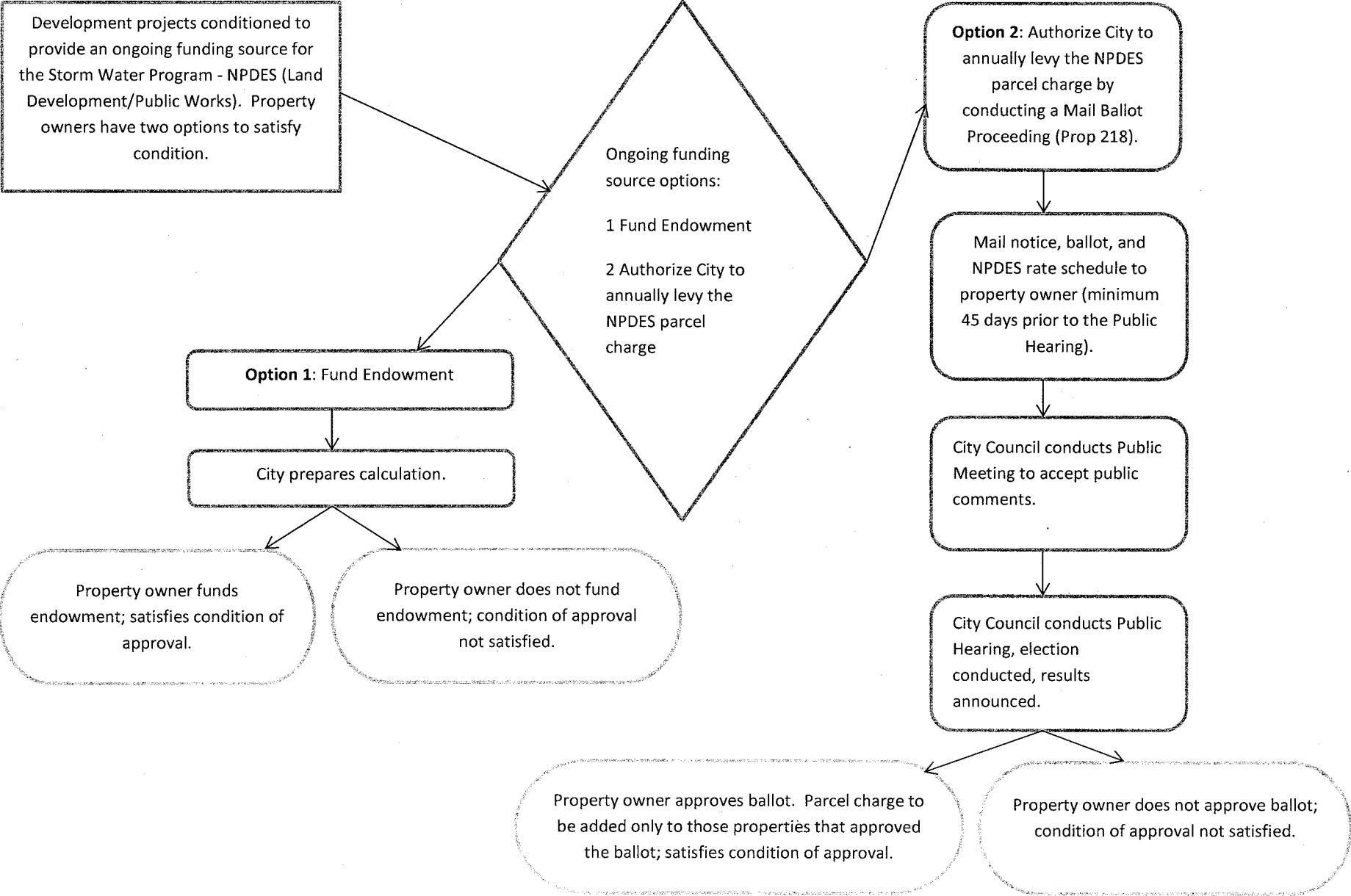
ATTACHMENTS

- 1. Flowchart
- 2. Ballot Documents for MV MMP, INC.

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/15/17 11:42 AM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 12:25 PM
City Manager Approval	<u>✓ Approved</u>	11/22/17 1:13 PM

Process Flow for Property Owners/Developers to Satisfy Funding Requirement for the Storm Water Program



Attachment: Flowchart (2851 : PUBLIC HEARING FOR ONE 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

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

October 19, 2017

MV MMP, INC.
 c/o Jigish Shah
 1150 N. Mountain Avenue, Suite 102
 Upland, CA 91786

NOTICE TO PROPERTY OWNER - MAIL BALLOT PROCEEDING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MAXIMUM COMMERCIAL/INDUSTRIAL REGULATORY RATE FOR APN 291-650-008 and 291-650-009

***** OFFICIAL BALLOT ENCLOSED *****

Introduction

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval by the property owner of record. In compliance with Proposition 218 legislation, the City of Moreno Valley Special Districts Division is conducting a mail ballot proceeding to provide the owner of Assessor's Parcel Numbers (APNs) 291-650-008 and 291-650-009 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 to provide a funding source for the NPDES program.

Background

The Clean Water Act of 1987 established requirements for the discharge of Urban Runoff from Municipal Separate Storm Sewer Systems under the National Pollution Discharge Elimination System (NPDES) Program. The NPDES Program is administered by the Santa Ana Regional Water Quality Control Board through the issuance of a Permit. The City's current NPDES Permit mandates all new development projects comply with storm water management activities. 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.

Services Provided

In compliance with the Federal Clean Water Act, the City of Moreno Valley shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

How is the Amount of the Charge Determined?

Each fiscal year (FY), the City of Moreno Valley determines the type of services necessary to

Attachment: Ballot Documents for MV MMP, INC. (2851 : PUBLIC HEARING FOR ONE NATIONAL POLLUTANT DISCHARGE ELIMINATION

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 2017/18, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$236.86 per parcel. The total amount of the NPDES rates levied for FY 2017/18 for the program as a whole was \$474,654.22.

Annual Adjustment

Beginning in FY 2018/19, the NPDES Maximum Commercial/Industrial Regulatory Rate will be subject to an annual adjustment based on the percentage change calculated for the previous year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

Duration of the Charge

Upon approval of the NPDES Maximum Commercial/Industrial Regulatory Rate, the annual levy amount will be assessed to APNs 291-650-008 and 291-650-009 (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, December 5, 2017
6:00 P.M.
(Or As Soon Thereafter As The
Matter May Be Called)

Tabulation of the returned ballot will commence after the close of the public testimony portion of the Public Hearing. Any ballot 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 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 state and federally mandated NPDES Permit requirements will not satisfy the Land Development Division's Condition of Approval 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 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, December 5, 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;

Attachment: Ballot Documents for MV MMP, INC. (2851 : PUBLIC HEARING FOR ONE NATIONAL POLLUTANT DISCHARGE ELIMINATION

-  A dot or oval mark substantially inside a box;
-  A completely shaded or filled mark substantially inside a box;
-  A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;
-  A circle around the box and/or associated clause; or
-  A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes): An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**

Attachment: Ballot Documents for MV MMP, INC. (2851 : PUBLIC HEARING FOR ONE NATIONAL POLLUTANT DISCHARGE ELIMINATION

**OFFICIAL MAIL BALLOT for Assessor's Parcel Numbers (APNs)
291-650-008 and 291-650-009
National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate**

YES* — as property owner of APN 291-650-008 and 291-650-009, **I approve** the NPDES Maximum Commercial/Industrial Regulatory Rate and services. For fiscal year (FY) 2017/18, the NPDES Maximum Commercial/Industrial Regulatory Rate is \$236.86 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 2018/19, 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 shall provide annual and periodic facility inspections for site design, NPDES permit compliance, and Best Management Practices implementation and maintenance for specified facilities.

NO** — as property owner of APN 291-650-008 and 291-650-009, **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 state and 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*	Fiscal Year 2017/18 NPDES Maximum Commercial/Industrial Regulatory Rate per Parcel
<input type="checkbox"/>	<input type="checkbox"/>	2	\$236.86

*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 December 5, 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.

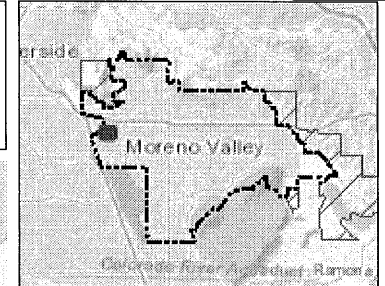
PROPERTY OWNER SIGNATURE DATE

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 December 5, 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.



Fairfield Inn & Suites PEN16-0157



Legend

- Parcels
- City Boundary

Notes

631.0 0 315.48 631.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

Print Date: 10/19/2017

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

Attachment: Ballot Documents for MV MMP, INC. (2851 : PUBLIC HEARING FOR ONE NATIONAL

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
	\$3.45	\$41.42		\$16.29	\$195.44

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)
- FY 2017/2018 - 1.97% = (\$41.42 & \$195.44)

Attachment: Ballot Documents for MV MMP, INC. (2851 : PUBLIC HEARING FOR ONE NATIONAL



Report to City Council

TO: Mayor and City Council

FROM: Michelle Dawson, City Manager

AGENDA DATE: December 5, 2017

TITLE: MOMENTUM MOVAL: STATUS UPDATE ON STRATEGIC PLAN

RECOMMENDED ACTION

Recommendation:

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

SUMMARY

This report includes a status update on Momentum MoVal, the Strategic Plan adopted by the City Council in August, 2016.

DISCUSSION

Momentum MoVal identifies the City's top priorities for the next five years and serves as the primary work plan for efforts of all City employees to fulfill the direction provided by the City Council. Staff's collective efforts are focused on the following priorities:

- Economic Development
- Public Safety
- Library
- Infrastructure
- Beautification, Community Engagement, and Quality of Life
- Youth Programs

The Strategic Plan features detailed objectives and specific initiatives to achieve the Council's priorities.

Each initiative/action item in the strategic plan was assigned a timeframe for completion within 6 months, 1 year, 18 months, 2 years, etc. Because strategic vision and

accountability go hand in hand, progress in accomplishing the 160+ initiatives/action items is reported regularly and publicly. Previous status updates were provided to the City Council on November 1, 2016, January 3, 2017, March 21, 2017, and September 5, 2017.

As staff was pleased to report in our Year-One Update to the Council in September, 95% of the Year-One initiatives were achieved/completed. This is indicated on the attached matrix. Staff is focusing efforts on thoroughly implementing all new programs, services, and projects that commenced with the strategic plan as well addressing the remaining, longer term elements in Momentum MoVal. The following are highlights of the activity on some of these action items since the last update to the City Council:

Priority: Economic Development

Objective 1.1: Proactively attract high-quality businesses.

Initiative 1.1.4: Advance the Development Services Team as a “Center for Excellence” in serving all customers by use of technology services and tools and streamlining development processes via Accela’s ACP project tracking software. (9 months)

The “SimpliCity” program successfully launched in December 2016; in May the City launched the online service portal to provide residents, business owners and developers even easier access to building safety permits, code compliance cases, planning projects, and much more. Most recently, the SimpliCity kiosk was installed in City Hall adjacent to the Concierge desk in the first floor lobby. The easy-to-use touch screen kiosk provides access to current Building, Code, Fire Prevention, Land Development, Planning, and Special Districts records. Users may search records within a specific department/division or across all divisions, by record number, parcel number, address and/or date range. Search results display basic record information including description, record and inspection status, and related records. Future enhancements to the citizen access SimpliCity portal will provide users with a wider range of record detail and e-government services.

A new poster was created in house promoting our “Center for Excellence” and letting our customers know about all of the programs available in the SimpliCity initiative.

Objective 1.4: Promote the development of the Medical Corridor along Nason Street to meet health care demands for residents of Moreno Valley and the region, bring quality jobs, and create business opportunities for ancillary support businesses in the health care industry.

Initiative 1.4.4: Determine the highest/best use of the City’s parcel at Nason Street and Alessandro Boulevard and the exploration of an urban village concept including opportunity to integrate enhanced transit connections between this area and the new Perris Valley Line Metrolink Station west of I-215. Complete land use analysis component of the Nason Street Corridor Study.

The City was awarded a grant by the Southern California Association of Governments (SCAG) to prepare the Nason Corridor study. SCAG controls the administration of the contract and in November awarded the consultant contract to complete this study. City

staff will work closely with the consultant on this effort to identify the highest/best land use components of the Nason Corridor.

Priority: Public Safety

Objective 2.3: Promote the concept of community policing with residents and Department members.

Initiative 2.3.1: Increase public trust by building our community oriented policing programs like the Officer Friendly Program and Crime-Free Multi-housing.

The Moreno Valley Police Department enhanced the highly successful “Officer Friendly” program by adding another Deputy to foot patrol in the business district. The additional hours increased the presence of an “Officer Friendly” from 4 days per week to closing the gap and providing service throughout the week.

Objective 2.4: Work with government and non-government agencies to reduce homelessness in the City.

Initiative 2.4.1: Develop and maintain relationships with Housing and Urban Development, Veterans Affairs, Riverside County Department of Public Social Services (DPSS) and other non-governmental organizations to house our homeless.

On September 5th the City Council approved of a pilot program through which the City will partner with a community non-profit agency to help preclude and/or reduce homelessness in Moreno Valley. The new “Homeless to Work” program will help prepare participants to transition to the active workforce by providing temporary employment while connecting them with social service resources to help overcome obstacles to their pursuit of gainful employment and permanent housing.

Priority: Library

Objective 3.1: Open a satellite library by December, 2017.

Bringing another key element of the City Council’s *Momentum MoVal* strategic vision to reality, on August 15th the City Council approved a lease agreement to create the first branch Library in the City’s history. The 5,000 square foot branch will be located at the Moreno Valley Mall under a proposed 3 year lease agreement, with two 3-year options to extend the lease. The grand opening celebration is scheduled for December 21st.

ALTERNATIVES

Alternative 1: Receive and file the City Manager’s status update on Momentum MoVal Strategic Plan objectives and initiatives. *Staff recommends this alternative as accountability and the reporting of progress is an integral part of advancing the priorities in Momentum MoVal.*

Alternative 2: Do not receive and file the City Manager’s status update on Momentum MoVal Strategic Plan objectives and initiatives. *Staff does not recommend this*

alternative.

FISCAL IMPACT

None.

NOTIFICATION

None.

PREPARATION OF STAFF REPORT

Prepared By:
Michelle Dawson
City 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.

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

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

CITY COUNCIL STRATEGIC PRIORITIES

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

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

ATTACHMENTS

1. Momentum MoVal Status Update 12-5-17

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/22/17 9:36 AM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 8:54 AM
City Manager Approval	<u>✓ Approved</u>	11/22/17 12:01 PM



PROGRESS AND TRACKING - All Initiatives by Target Date

Priority Category	Initiative #	Initiative Detail	Target Date	Key Department Head	Active	Complete	Notes
Infrastructure	4.4.1	Determine whether or not to move forward with acquisition of Southern California Edison-owned street lights. (Prior to October 27, 2016)	Oct 26, 2016	Rick Hartmann		⊗	On October 18, 2016, the City Council approved the Purchase and Sale Agreement.
Library	3.2.1	Develop a robust training program to include basic computer classes and basic MS Office software training.	Dec 16, 2016	Tom DeSantis		⊗	Job readiness workshops including resume writing, job interviewing, career readiness and life skills are provided monthly in 2017. Computer classes are hosted by library staff monthly and include Microsoft Office Suite training and online job searching. The Library also has an online training subscription available any time the Library is open that includes computer and Microsoft Office units.
Public Safety	2.7.1	Team with Technology Services and all other development services department to adopt the Accela Civic Platform (ACP).	Dec 31, 2016	Allen Brock		⊗	Simplicity (ACP) has been adopted by all of the affected development services departments and successfully launched on December 6, 2016.
Public Safety	2.8.2	Conduct a full-scale Emergency Operations Center Exercise.	Dec 31, 2016	Abdul Ahmad		⊗	The Functional Exercise was held on May 25, 2017. City staff and EOC responders participated in a simulated storm event exercise.
Public Safety	2.8.3	Conduct no less than 1 full-scale Emergency Operations Center Exercise in each calendar year.	Dec 31, 2016	Abdul Ahmad		⊗	We have conducted planning meetings for the Full-scale exercise and are continuing in our preparations for the Oct. 12 exercise.
Economic Development	1.1.2	In the next City budget cycle, allocate additional dollars to expand marketing efforts by increasing advertising placements and sponsorships.	Feb 16, 2017	Mike Lee, Allen Brock, and Marshall Eyerman		⊗	Submitted request to Finance Department for review.
Economic Development	1.1.4	Advance the Development Services Team as a "Center of Excellence" in serving all customers by use of technology services and tools and streamlining development processes via Accela's ACP project tracking software. Guarantee specific time frames for plan reviews, expedite permitting issuance processes, improve inspection functionality {Facilitate online applications and services - 9 months}	Feb 16, 2017	Mike Lee, Allen Brock, and Marshall Eyerman		⊗	In progress and on track with first phase completed on 12/6/16 with Simplicity (ACP) Go-Live.

Attachment: Momentum MoVal Status Update 12-5-17 (2874 : MOMENTUM MOVAL : STATUS UPDATE ON



PROGRESS AND TRACKING - All Initiatives by Target Date

Priority Category	Initiative #	Initiative Detail	Target Date	Key Department Head	Active	Complete	Notes
Economic Development	1.1.11	Complete the re-brand of the Economic Development Department attraction efforts and launch a dedicated Economic Development website.	Feb 16, 2017	Mike Lee, Allen Brock, and Marshall Eyerman		⊗	Branding completed. Accelerating Opportunities website launched. www.morenovalleybusiness.com
Economic Development	1.4.1	Strengthen partnerships with existing medical providers such as Riverside University Health System and Kaiser Permanente to support and encourage expansion efforts.	Feb 16, 2017	Mike Lee and Allen Brock		⊗	March 15, 2017, met with Riverside University Health Systems key staff members to discuss expansion plans and workforce partnerships. Attendee includes, Cal Baptist University and Moreno Valley College.
Economic Development	1.4.2	Create focused medical/office and elderly care facility marketing collateral to highlight Moreno Valley's unique assets and development opportunities.	Feb 16, 2017	Mike Lee and Allen Brock		⊗	The new marketing collateral are also embedded into the respective section of the webpage and is listed under the flyer section. We are now linking the new website in our marketing outreach and email blasts. www.morenovalleybusiness.com/office-medical-properties/
Economic Development	1.4.3	Identify strategic partners to encourage the development of job readiness in high demand health care industries.	Feb 16, 2017	Mike Lee and Allen Brock		⊗	March 15, 2017 met with Riverside University Health Systems key staff members to discuss job readiness. Attendee also included City's workforce partners, CBU and Moreno Valley College.
Economic Development	1.8.1	Evaluate hiring one (1) full time staff member, or equivalent outsourced support, to business attraction such as proactive print and digital marketing, branding, website management, content and email marketing, trade show and industry events planning and attendance, lease mining, site selection assistance, demographics and market analysis, brochure development, database collection, real estate industry liaison, and new business relationship building efforts.	Feb 16, 2017	Mike Lee		⊗	Full time Management Assistant for business attraction start on July 24, 2017.
Economic Development	1.8.2	Evaluate hiring two (2) full time staff members, or equivalent outsourced support, for workforce development, including oversight of the Hire MoVal program, operations at the Moreno Valley Employment Resource Center, job readiness workshops, partnership and relationship building, and new job training initiatives. First hire (6 months) Second hire (18 months)	Feb 16, 2017	Mike Lee		⊗	Full Time Management Assistant position focus on ERC and workforce development start employment on July 24, 2017.

Attachment: Momentum MoVal Status Update 12-5-17 (2874 : MOMENTUM MOVAL : STATUS UPDATE ON

PROGRESS AND TRACKING - All Initiatives by Target Date

Priority Category	Initiative #	Initiative Detail	Target Date	Key Department Head	Active	Complete	Notes
Public Safety	2.1.1	Form a working group, with existing staff, to research, evaluate and test progressive law enforcement programs for use in the City.	Feb 16, 2017	Rick Hartmann, Joel Ontiveros, Tom DeSantis, Allen Brock, and Abdul Ahmad		⊗	This working group has been formed. We use a simple model to assess problems identified throughout the city. We use the model to design, develop, implement, and evaluate proposed solutions to those problems. The working group will continue to consider innovative methods to address and reduce crime and the fear of crime in the city.
Public Safety	2.3.2	Work with new and existing affordable housing providers to help them solve problems and promote a Crime-Free Multi-housing Program.	Feb 16, 2017	Joel Ontiveros and Marshall Eyerman		⊗	We continued the relationship with apartment managers across the city and in January 2017, we hosted a meeting at the Police Department with more than 20 apartment managers. These meetings will be scheduled about 3-4 times throughout the year.
Public Safety	2.3.4	Raise public trust by increasing law enforcement's presence at community events.	Feb 16, 2017	Joel Ontiveros and Marshall Eyerman		⊗	The police Department is on track to hold four Zone meetings and at least six "Coffee with a Cop" events in 2017. We also participated in a number of community outreach events. All of these events and appearances have helped to build and promote the community policing concept throughout the city. These efforts and others will continue during 2017 and beyond.
Public Safety	2.11.2	Respond to citizen calls for service the day they are received or within 24 hours for low priority calls received near or after the end of a work shift.	Feb 16, 2017	Allen Brock		⊗	We have been completed tracking call response time and realignment of call type priorities. During the period 18.4% of calls were high priority calls, of which 100% were responded to the same day received. 81.6% of calls were low priority calls, which were responded to the same day or within 24 hours.



PROGRESS AND TRACKING - All Initiatives by Target Date

Priority Category	Initiative #	Initiative Detail	Target Date	Key Department Head	Active	Complete	Notes
Public Safety	2.11.3	Conduct weekly proactive patrols in close proximity to schools, parks and areas identified as having the greatest number of stray animals reported in an effort to reduce dog bites by 5%.	Feb 16, 2017	Allen Brock		⊗	The Animal Services Division analyzed data of reported dog bites over several years working closely with GIS to plot dog bite locations on a citywide map. Animal Control Officers are conducting additional patrols within these areas of the community where a greater number of bites have occurred providing additional education to residents on dog bite prevention and being a responsible pet owner. Dog bites decreased by 16% over the past year. Animal Services will continue to target areas with the greatest number of dog bites conducting random patrols and providing educational outreach to residents in an ongoing effort to continue to reduce dogs bites to residents and visitors.
Public Safety	2.12.1	Present results of Feasibility Study to the Public Safety Sub-Committee.	Feb 16, 2017	Tom DeSantis		⊗	Results of the Feasibility Study were presented to the City Council at the Study Session on April 11, 2017 .
Public Safety	2.13.1	Establish a planning committee to identify and assess potential hazards in the community.	Feb 16, 2017	Abdul Ahmad		⊗	In late 2016, the Office of Emergency Management updated the City's Local Hazard Mitigation Plan (LHMP). Mitigation hazards were identified, categorized, ranked and a mitigation strategy was developed. In February 2017, Governor's Office of Emergency Services (CalOES) reviewed the document. We will continue to identify and refine mitigation strategies and coordinate implementation.

Attachment: Momentum MoVal Status Update 12-5-17 (2874 : MOMENTUM MOVAL : STATUS UPDATE ON

PROGRESS AND TRACKING - All Initiatives by Target Date

Priority Category	Initiative #	Initiative Detail	Target Date	Key Department Head	Active	Complete	Notes
Public Safety	2.13.2	Establish mitigation strategies for the recognized hazards including goals, objectives and associated costs.	Feb 16, 2017	Abdul Ahmad		⊗	In late 2016, the Office of Emergency Management updated the City's Local Hazard Mitigation Plan (LHMP). Mitigation hazards were identified, categorized, ranked and a mitigation strategy was developed. In February 2017, Governor's Office of Emergency Services (CalOES) reviewed the document. We will continue to identify and refine mitigation strategies and coordinate implementation.
Library	3.3.2	Promote job readiness by providing workshops on resume writing, job interviewing, career readiness and life skills four times per year.	Feb 16, 2017	Tom DeSantis		⊗	Job readiness workshops including resume writing, job interviewing, career readiness and life skills are provided monthly in 2017. In addition computer classes are hosted by Library staff monthly and include Microsoft Office Suite training and online job searching. The Library also has an online training subscription available any time the Library is open that includes computer and MS Office units.
Library	3.3.3	Conduct public information workshops on topics such as tax filing assistance, social security, signing up for Covered California.	Feb 16, 2017	Tom DeSantis		⊗	Workshops are scheduled throughout 2017 to assist residents on various topics including income tax filing assistance, Social Security benefits information, Veterans benefits information, first time homebuyers workshop, financial aid and scholarship opportunities, preventing fraud and identity theft among other topics.
Infrastructure	4.2.1	Present initial infrastructure needs assessment information to the City Council at a study session.	Feb 16, 2017	Rick Hartmann		⊗	Initiative was 100% completed after the presentation was made at the Council SS on Feb. 14, 2017.

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PROGRESS AND TRACKING - All Initiatives by Target Date

Priority Category	Initiative #	Initiative Detail	Target Date	Key Department Head	Active	Complete	Notes
Beautification, Community Engagement, and Quality of Life	5.1.1	Fully implement the Volunteer Community Clean Up Program in which Code Compliance staff identifies distressed properties and partners with volunteers to provide labor to address compliance issues. Refocus outreach efforts from students to service clubs, commencing with Moreno Valley Noon Rotary.	Feb 16, 2017	Rick Hartmann, Abdul Ahmad, and Allen Brock		⊗	First project completed October 1, 2016 by Noon Rotary, Valley View High School's Interact Club and City staff. Program will continue seeking additional volunteer groups to assist residential property owners to Keep Moreno Valley Beautiful!
Beautification, Community Engagement, and Quality of Life	5.1.2	Establish an annual Day of Volunteerism.	Feb 16, 2017	Rick Hartmann, Abdul Ahmad, and Allen Brock		⊗	On February 25, 2017, the City held its Day of Volunteerism. The Day was considered a success with multiple projects being addressed with 160 volunteers participating.
Beautification, Community Engagement, and Quality of Life	5.4.1	Compile updated, accurate resource information into one document/brochure and share with public safety, code enforcement, and nonprofit staff members.	Feb 16, 2017	Rick Hartmann, Allen Brock, Abdul Ahmad, Joel Ontiveros, and Marshall Eyerman		⊗	The updated local resource guide for distribution for homeless is ready for printing and distribution. The document has been completed and is available as of 4-24-17.
Beautification, Community Engagement, and Quality of Life	5.4.2	Provide/expand training to public safety and code enforcement staff on effective strategies for interaction with homeless individuals.	Feb 16, 2017	Rick Hartmann, Allen Brock, Abdul Ahmad, Joel Ontiveros, and Marshall Eyerman		⊗	Code compliance staff has completed the flowchart regarding the protocol for encampment violations (attached PDF). We have also met with the Moreno Valley POP Team and Finance staff to collaborate on this protocol. Code has also provided feedback on the informational handouts that finance has created. Both the POP Team and code compliance held a meeting on April 27, 2017 to provide training to city staff on how to handle calls related to the homeless.
Youth Programs	6.1.1	Implement the Summer at City Hall program with the Val Verde Unified School District and analyze the effectiveness of the program with the intent to grow this initiative in future years.	Feb 16, 2017	Mel Alonzo		⊗	Project completed July 6, 2017. Program evaluation survey data to be analyzed.

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PROGRESS AND TRACKING - All Initiatives by Target Date

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Youth Programs	6.1.2	Collaborate with the Youth Opportunity Center to strengthen interview and job skills for employment opportunities in utilizing the Expanded Subsidized Employment program which is a program offered by the Riverside Co. Dept. of Public Social Services (DPSS). This program help participants secure employment through coaching, counseling and activities (job fairs and mock interviews) to build employable skills. The City, Riverside Co. EDA, and ResCare are working together in identifying and providing these skills. Additionally, these agencies are meeting in few weeks with MVUSD to partner with the school to career program. The City will be hosting a Job Fair on April 8 at Cottonwood Golf Center.	Feb 16, 2017	Mel Alonzo		⊗	Moreno Valley Youth Conference Job & Education Expo held. (Conference on April 8th.)
Youth Programs	6.1.3	Offer courses through contractors and in-house City staff such as computer training, technology skills, and resumé assistance for youth ages 16-21 years. In collaboration with Leading Edge Learning Center, the following Youth/Teen Educational & Development classes were offered: Job Readiness Workshop, Leadership Academy, Youth Professional Development, SAT Boot Camp, and Understanding NCAA & Finding Scholarships.	Feb 16, 2017	Mel Alonzo		⊗	We are currently offering 4 contract classes Computers for Beginners, Job Readiness Workshop, Leadership Academy and Youth Professional Development.
Youth Programs	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. Think Together staff has implemented in August 2016 as part of its curriculum student recreation activities and wellness programs. The staff provides information to their students information about healthy wellness and nutrition for their parents.	Feb 16, 2017	Mel Alonzo		⊗	The City and our afterschool program partner have documented an ASES Program Plan which currently provides healthy lifestyles and nutrition information through the use of several curricula that includes California Nutrition Network's Harvest of the Month (HOM), the federal My Plate program, the Kaiser healthy living curriculum the Coordinated Approach To Child Health (CATCH) program, and a partnership with Target. A future project with the UCR Nutrition Program is also under review.
Economic Development	1.9.1	Prepare a General Plan Annual Report per Government Code Section 65400 for presentation to the City Council before April 1, 2017, that explains how current land use decisions relate to adopted goals, policies and implementation measures, and as appropriate, identify necessary course adjustments consistent with the Strategic Plan.	Mar 31, 2017	Allen Brock		⊗	The Annual Report was completed and transmitted to the Office of Planning and Research and Department of Housing and Community Development on March 16, 2017.
Economic Development	1.1.5	Rebuild the Community Development Department's website presence by making pertinent and useful information easily accessible for review and to provide additional assistance throughout all aspects of the development review process.	May 16, 2017	Mike Lee, Allen Brock, and Marshall Eyerman		⊗	Initiative complete

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PROGRESS AND TRACKING - All Initiatives by Target Date

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Library	3.1.1	Identify funding sources, including but not limited to, Development Impact Fees , grant opportunities, etc.	May 16, 2017	Rick Hartmann, Marshall Eyerman, and Tom DeSantis		⊗	Library funding sources were presented to the City Council at a study session on November 29, 2016. While the primary source of Library funding is property taxes, some DIF funds are available, and some TUMF funds are anticipated to be available in the future. Increases in property taxes would require a two-thirds approval by voters; therefore, additional ideas continue to be investigated and will be presented to the Council at the appropriate time. Determination of the latest grant submittal is expected in September.
Library	3.1.4	To reduce overall costs associated with opening a satellite branch, automate services to decrease additional staffing needs including self-check-out for books, DVD & CD kiosks and laptop kiosk. (9 months) To minimize the need for additional overall staffing to operate a satellite branch, maximize automation at Main Library and explore completely self-serve library options for other locations. (At satellite opening, by December 2017)	May 16, 2017	Rick Hartmann, Marshall Eyerman, and Tom DeSantis		⊗	A contract for a Library location in the MV Mall, and a contract with LS&S for additional operating expenses will be presented to Council at their August 15, 2017 meeting. Additionally, tenant improvements are being designed and appropriate contractors hired. Demographic information was used to match the satellite library location to community needs. Additional automation and self-service kiosks are planned for this location, but on-site staffing will still be required for certain programs. Staffing with the other library will be shared in order to minimize additional staffing needs. Self-serve options in neighborhood-centric locations are currently being implemented. Status meetings with Council Members were conducted at the end of May.

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Library	3.2.2	Investigate the feasibility of a Lend-and-Learn program enabling patrons to receive training on the use of new technology as well as the ability to check out devices from the library.	May 16, 2017	Tom DeSantis		⊗	The Library is partnering with Library Ideas to provide GoChip service to local residents. GoChip is a streaming movie and TV show service. Library patrons are able to check out an USB device to access various entertainment options from portable devices. Lend-and-Learn and device check-out ideas are being explored in conjunction with the new satellite Library location; securing devices remains an issue. Various cutting-edge technology ideas are being investigated for incorporation into the Library. Training will be an integral component of any technology use at the Libraries.
Youth Programs	6.2.3	Implement a collaborative partnership with University of California, Riverside's Food Program at City camps and Time for Tots programs. Staff attended the Child Care Nutrition & Physical Activity Forum in Rancho Cucamongo on Saturday, February 25, 2017. Training included the importance of physical activity from an early age, implementation of garden in the classroom, education of children to eat more vegetables and fruits, and outdoor/indoor games to enhance physical activity. The Child's Place Program will implement on March 20 through June the curriculum Teams w/Integrational Support Focus (TWIGS) focus on gardening and nutrition and it's My Choice Eat Right Be Active. In May, staff will be hosting a parent night to educate parents on Healthy Eating Choices. The program serves nutritional snacks daily.	Jul 31, 2017	Mel Alonzo		⊗	UCR Food Program curriculum implemented in summer session of Time For Tots and Kids Camp and on track to be completed by end of July.
Economic Development	1.1.1	Update the Council-adopted Economic Development Action Plan to focus business attraction efforts on key growth industries conducive to the Moreno Valley market such as logistics, green and clean technology, defense, aerospace, e-commerce, healthcare, medical device manufacturing, auto manufacturing (and related fields), robotics, and global trade.	Aug 16, 2017	Mike Lee, Allen Brock, and Marshall Eyerman		⊗	June 20, 2017 - Item pulled from City Council approval.
Economic Development	1.1.3	Affirm competitive development impact fees.	Aug 16, 2017	Mike Lee, Allen Brock, and Marshall Eyerman		⊗	Summary Memo completed and attached under Files tab.



PROGRESS AND TRACKING - All Initiatives by Target Date

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Economic Development	1.1.6	Expand Economic Development digital and online marketing tools including the expansion of proactive marketing with monthly emails, the placement of ten (10) print and digital ads, and development of a dedicated Economic Development website to promote Moreno Valley as the best place to do business.	Aug 16, 2017	Mike Lee, Allen Brock, and Marshall Eyerman		⊗	In the last year, the Economic Development Department has expanded its email marketing to include over 23,000 contacts. The Department has sent over 289 emails campaigns to over 65 targeted lists with an average engagement of 5.5 emails per week. The Department has placed over 10 print and digital ads in various trade and commerce business magazines such as La Business Journal, OC Business Journal, Inland Empire Business Journal, NAIOP magazine, Western Real Estate Magazine, Site Selection Magazine, Shopping Center Magazine, Health and Facility Magazine. New dedicated website was developed www.morenovalleybusiness.com to promote Moreno Valley's strong business climate and attributes of the city.
Economic Development	1.1.9	Conduct 12 business visits per year with major employers and key businesses in Moreno Valley to build relationships; determine business needs, developing new support industries; promote incentive programs such as Hire MoVal; and to identify industry and employer specific educational and training.	Aug 16, 2017	Mike Lee, Allen Brock, and Marshall Eyerman		⊗	Conducted 17 business visits in the Momentum MoVal year (August 2016-August 2017)
Economic Development	1.1.10	Pursue award opportunities to showcase the City's innovative Economic Development initiatives.	Aug 16, 2017	Mike Lee, Allen Brock, and Marshall Eyerman		⊗	In Momentum MoVal year (August 2016-August 2017), submitted award application to 6 different organizations. CALED - Merit Awards for ED website and Business Visitation Program.IEEP - Award winner for Moreno Valley Employment Resource Center.IEDC - Award winner for best website.

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PROGRESS AND TRACKING - All Initiatives by Target Date

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Economic Development	1.3.4	Continue to partner with the Riverside County Workforce Development Center to promote job readiness and basic skills training of the local workforce through the hosting of at least six (6) job preparedness and readiness workshops per year at the Moreno Valley Employment Resources Center (ERC) and/or other City facilities. Continue to expand upon existing recruitment service offerings.	Aug 16, 2017	Mike Lee, Allen Brock, and Marshall Eyerman		⊗	The Economic Development Department has continued to partner with the Riverside County Workforce Center to expand services at the ERC. The ERC served over 14,000 people and expanded workshops to 30, including information sessions with key employers like Kaiser Permanente. The ERC/CRC also hosted 60 job recruitments to major companies such as Amazon, Hyundai, Karma Automotive, DB Schenker, Aldi, Les Schwab and the US Census. Staff also expanded the Hire MoVal Job Seekers list to over 3,000 contacts and sent over 100 emails for job announcements.
Economic Development	1.3.7	Promote the development of health care careers by establishing a “hot careers in health care” board at the ERC, giving first priority to health care job providers for recruitments, and hosting two (2) workshops focused on jobs in health care with local partners at the ERC.	Aug 16, 2017	Mike Lee, Allen Brock, and Marshall Eyerman		⊗	May 6, 2017 - 2nd Healthcare workshop by Kaiser Permanente held at ERC. Workshop at full capacity.
Economic Development	1.3.8	Develop a strategy to utilize World Logistics Center Development Agreement funds dedicated to workforce training in the logistics industry. A total of \$6,993,000 is anticipated for the City’s use to provide and enhance educational and workforce development training in the supply chain and logistics industries. Funds will be received on an annual basis, and in conjunction with construction on the WLC site. Annual payments of \$100,000 will be provided during the first six years under the Development Agreement, with the amount increasing to \$125,000 from the 7th year through the end of the Agreement. A contribution of \$1 million will be provided upon issuance of the first building permit for a logistics building on the WLC property, and additional payments of 11¢ per square foot upon issuance of building permits for each succeeding building.	Aug 16, 2017	Mike Lee, Allen Brock, and Marshall Eyerman		⊗	Technical memorandum completed identifying strategy to satisfy World Logistic Center Development Agreement for workforce funds.
Economic Development	1.3.9	Incorporate Moreno Valley Utility (MVU) as part of the Business Visitation Program and enroll five (5) new companies into Hire MoVal.	Aug 16, 2017	Mike Lee, Allen Brock, and Marshall Eyerman		⊗	As of July 28, 2017, 8 businesses signed up to participate in the Hire Moval II program. Under this program, each business will receive a waiver of their business license fee.

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Economic Development	1.3.10	Develop a Hire MoVal recognition program. Companies that adopt the "Hire MoVal First" criteria will be recognized at a City Council Special Presentation meeting to receive a City Proclamation.	Aug 16, 2017	Mike Lee, Allen Brock, and Marshall Eyerman		⊗	March 14, 2017 - Economic Development Subcommittee approved the Hire MoVal recognition program.
Economic Development	1.4.4	Determine the highest/best use of the City's parcel at Nason Street and Alessandro Boulevard and the exploration of an urban village concept including opportunity to integrate enhanced transit connections between this area and the new Perris Valley Line Metrolink Station west of I-215. Complete land use analysis component of the Nason Street Corridor Study.	Aug 16, 2017	Mike Lee and Allen Brock	⊗		SCAG consultant selection due after August 22, which will delay this initiative. Work to begin October with expected completion by end of April.
Economic Development	1.5.2	Evaluate the current General Plan Community Development Element Land Use Map to identify three potential distinct "town centers" for the City.	Aug 16, 2017	Rick Hartmann, Mike Lee, Allen Brock, Marshall Eyerman, Abdul Ahmad, and Tom DeSantis		⊗	Technical memorandum and final map completed identifying three distinct Town Centers.
Economic Development	1.6.1	Expand the State of the City to add an Economic Development Summit component that includes a keynote speaker to discuss annual economic trends and their impact on the City, and offer breakout sessions that would allow participants to provide feedback on issues relevant to business and the local economy.	Aug 16, 2017	Mike Lee		⊗	Economic Development Summit showcasing Economist, Dr. Chris Thornberg, to discuss economic trends and impact to the City set for August 16, 2017 from 9:30 to 11 am at the Alessandro Room in the CRC.
Economic Development	1.6.2	Develop a Logistic and Industrial Developer Business Council comprised of logistic and industrial developers to meet and discuss issues impacting development.	Aug 16, 2017	Mike Lee		⊗	April 27, 2017 - Industrial and Logistic Developer Business Council held on April 27, 2017 from 9:30 - 11 am at City Hall. Over 25 in attendance including Key City Development Director, Division managers, and Industrial and Logistic Developers to discuss various programs and issues pertaining to development. Information binders were distributed to the members. Dedicated webpage developed and promoted. www.morenovalleybusiness.com/industrialbusinesscouncil/

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Economic Development	1.6.3	Establish a webpage discussing the priorities and activities of the Logistic and Industrial Developer Business Council with a section that allows businesses to submit feedback and suggestions.	Aug 16, 2017	Mike Lee		⊗	April 27, 2017 - Dedicated webpage for Logistic and Industrial Developer Business Council link was announced and provided to the Business Council. May 1, 2017 - A follow up email to the Logistic and Industrial Developer Business Council with links to the dedicated webpage was promoted. www.morenovalleybusiness.com/industrialbusinesscouncil/
Economic Development	1.6.4	Pursue speaking and demonstration opportunities at the national and international levels to elevate Moreno Valley's reputation for smart logistics development.	Aug 16, 2017	Mike Lee		⊗	10/6 - Economic Development Director was on speaking panel for Connect Media with various industrial developers. ie2016.connectconferences.com/ 11/3 - Economic Development Director was on International Conference of Shopping Center panel discuss Moreno Valley's development opportunities.

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Economic Development	1.7.2	Leverage resources and city facilities to provide quality educational and small business support programs such as workshops, technical and financial assistance, networking, mentoring, and one-on-one counseling through the Inland Empire Small Business Development Center (IESBDC), SCORE, Small Business Administration (SBA), AmPac Tri-State, and other business support partners.	Aug 16, 2017	Mike Lee		⊗	Worked with business partners such as the Inland Empire Small Business Development Center (SBDC), SCORE and GO-Biz to host over 30 small business education workshops on topics ranging from How to Start your Own Business, Succeeding Online with Marketing, Quickbooks and Hiring. Also, hosted new workshops with the Small Business Administration introducing free and low cost resources available to Moreno Valley start-ups and expanding businesses with the area's top business experts and partnered with the State Bureau of Equalization to host a Sales Tax Use workshop for Non-Profits. Staff also hosted 2 Cal Competes Workshops to encourage local businesses to apply for State Tax Credits. Expanded one-on-one counseling/mentoring, available every Wednesday with the SBDC, to include counseling with SCORE.
Economic Development	1.9.2	Form a working group of key City staff to research and evaluate the current General Plan as a prerequisite to initiating a comprehensive update of the General Plan. Develop recommendations for a scope of work, inclusive of completing the General Plan Economic Development Element (Chapter 3) envisioned with the last comprehensive General Plan Update completed in 2006, and prepare recommendations on budget and schedule.	Aug 16, 2017	Allen Brock		⊗	Final Request for Proposal (RFP) released completing this Initiative.
Economic Development	1.9.3	Include consideration of incremental set-aside of funding in annual budget development in anticipation of future General Plan update.	Aug 16, 2017	Allen Brock		⊗	Initiative 1.9.3 complete with Council's approval of FY18/19 Budget.

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Public Safety	2.1.2	Conduct at least one community survey each year using social media to correctly determine, address, and reduce fear of crime.	Aug 16, 2017	Rick Hartmann, Joel Ontiveros, Tom DeSantis, Allen Brock, and Abdul Ahmad		⊗	The survey was completed and approved by city staff. The survey was conducted during the months of August, September and October 2017. Approximately 600 people responded to the survey and Tim Carroll possesses the final results. One copy of the results will be forwarded to the City Manager's office.
Public Safety	2.1.3	Enhance the use of social media sites to better provide a forum for reporting quality of life issues to include tips, complaints, and crime updates.	Aug 16, 2017	Rick Hartmann, Joel Ontiveros, Tom DeSantis, Allen Brock, and Abdul Ahmad		⊗	The MVPD Twitter account went live on February 15, 2017. Our Twitter account can easily be linked to stories on our Facebook page. Our social media presence is dramatically larger and more comprehensive than anytime in the history of the police department. One recent post on Facebook garnered the attention of more than 186,000 people. As of March 03, 2017, the number of people linked to our Facebook page has grown to more than 178,730 people. As of today, we have 186 followers on Twitter. I consider this initiative to be 100% complete.
Public Safety	2.1.5	Add large signage to city entry points alerting the public to the existence of the camera system.	Aug 16, 2017	Rick Hartmann, Joel Ontiveros, Tom DeSantis, Allen Brock, and Abdul Ahmad		⊗	Larger signs have been installed at major entry points to the City.
Public Safety	2.1.6	Provide Crime Prevention Through Environmental Design (CPTED) plan review training to key city staff engaged in plan reviews for new development projects.	Aug 16, 2017	Rick Hartmann, Joel Ontiveros, Tom DeSantis, Allen Brock, and Abdul Ahmad		⊗	The Community Development Department has completed this Initiative. A two day Crime Prevention Through Environmental Design (CPTED) training course was conducted on April 12th and 13th.

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Public Safety	2.2.1	Target 10% increased public participation at community outreach and education events, such as Coffee with a Cop, Zone Meetings, and Cops and Clergy.	Aug 16, 2017	Joel Ontiveros		⊗	Our outreach to the community continues to be strong. We continue to host Zone meetings and Coffee with a Cop events. The Public Safety Expo was very well attended with an estimated increase of at least 30%. The PD will participate in National Night Out on August 01, 2017 during which we will visit several neighborhoods throughout the city and interact with people we serve. We have continued to use social media to keep the public informed and to solicit their help when needed. Unfortunately, we still see apathy on the part of the public as a major issue in the city. Zone meetings and Coffee events are still poorly attended by the public, despite multiple forms of advertisement and public notification.
Public Safety	2.2.2	Provide information regarding Neighborhood Watch programs to all Homeowners Associations in the City.	Aug 16, 2017	Joel Ontiveros		⊗	We have provided information to every HOA or community within the city that has inquired about Neighborhood Watch. We have assisted several of those neighborhoods with the creation of Neighborhood Watch groups and/or the establishment of Nextdoor.com groups. We will continue to offer these services to any and all who inquire.
Public Safety	2.2.3	Host a CPTED community workshop, and post CPTED information on the city website for public information.	Aug 16, 2017	Joel Ontiveros		⊗	100% complete.

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Public Safety	2.3.1	Increase public trust by building our community oriented policing programs like the Officer Friendly Program and Crime-Free Multi-housing.	Aug 16, 2017	Joel Ontiveros and Marshall Eyerman		⊗	Business Relations/Officer Friendly program is going strong in the Sunnymead corridor and we have received numerous positive comments on its efficacy. POP continues to host Crime Free Multi-Housing meetings and continues to work with apartment managers, explaining the value of the program. Both programs are ongoing.
Public Safety	2.3.3	Enhance volunteer programs by actively recruiting and sending five new city residents to the Citizen’s Police Academy each year.	Aug 16, 2017	Joel Ontiveros and Marshall Eyerman		⊗	We have added no less than a dozen new Explorer Scouts and currently have several prospective Citizen Volunteers in the background process.
Public Safety	2.4.1	Develop and maintain relationships with Housing and Urban Development, Veterans Affairs, Riverside County Department of Public Social Services (DPSS) and other non-governmental organizations to house our homeless.	Aug 16, 2017	Marshall Eyerman, Allen Brock, and Joel Ontiveros		⊗	The City currently participates in the Riverside County Continuum of Care (COC), works with Housing and Urban Development (HUD), County offices, and Veteran Affairs. The City also continues to hold quarterly non profit roundtable meetings and also participates with the independent Citywide Coalition. We continue to maintain relationships with these organizations. Additionally, to assure the homeless population is also able to access these organizations and resources we have created the new Local Resource Guide. This pocket-size guide can be handed out to all parties and is durable. The guide includes contact information and maps to various services and agencies. The Citywide Coalition has also created a Resource Directory to keep the community aware of local non profit resources.

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Public Safety	2.5.1	Develop and implement a Commercial Vehicle Enforcement Team.	Aug 16, 2017	Rick Hartmann		⊗	The Commercial Enforcement truck has been completed and delivered to the PD. The officers are trained and have been actively conducting Commercial Enforcement since July 01, 2017.
Public Safety	2.5.2	Work with local businesses to develop commercial traffic plans, routes and parking solutions.	Aug 16, 2017	Rick Hartmann		⊗	A Study Session was held on June 13, 2017 to discuss the City-wide Commercial Vehicle Parking program. Direction received was to delete the Business Center Drive location and leave others as existing. Staff have removed the signs and will update the Commercial Vehicle Parking map. The existing designated truck routes are signed and are being actively enforced by the Police Department Commercial Enforcement unit. A letter and the current truck route map was provided to numerous industrial companies that operate in the City to inform drivers of existing regulations.

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Public Safety	2.6.1	Begin the important process of building the police department's sworn staffing levels. Success and timing will reflect availability of resources and status of law enforcement costs. The Riverside Sheriff's Department often refers to a ratio of 1 officer to each 1,000 residents as an important target for sworn staffing levels.	Aug 16, 2017	Joel Ontiveros		⊗	As of 11-07-17, the City Council approved the new contract for law enforcement services with the County of Riverside. Staffing ratio remains at 0.75 officers employed per 1,000 residents in the city based on the assumed population of 206,000. Again, this ratio includes all contracted hours, including program overtime hours. The city will need to identify funding sources, like the recently increased TOT and retail cannabis taxation/fees to continue rebuilding the police department staffing levels back to the desired level of 1.0 officers employed per 1,000 residents. Any increase in staffing levels should be projected and budgeted for well in advance as turnaround time for each new deputy is a minimum of 16.4 months based on historical hiring practices.
Public Safety	2.8.1	Assess and assist other City department efforts to identify, prioritize, and mitigate facility and infrastructure hazards that would advance emergency preparedness.	Aug 16, 2017	Abdul Ahmad		⊗	The City of Moreno Valley Draft Local Hazard Mitigation Plan (LHMP) is in formal review with FEMA.
Public Safety	2.9.1	Develop and establish formal agreements or memorandums of understanding (MOU's) with private/non-profit organizations to enhance the City's preparedness and response efforts.	Aug 16, 2017	Rick Hartmann		⊗	Riverside County Business Emergency Operations Center (RCBEOC) was launched on Aug 24th and provided the City of Moreno Valley an opportunity to here the State concept for BEOC. We have made contact with Amazon, Costco, and Home Depot to move forward with MOU's.
Public Safety	2.10.1	Revise the City's Emergency Operations Plans to ensure each City department includes consideration of accommodations, services, and strategies for serving the City's population of persons with disabilities and people with access and functional needs and is compliant with state and federal regulations.	Aug 16, 2017	Abdul Ahmad		⊗	OEM has completed the update to the City Emergency Operations Plan as of August 15, 2017.

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Public Safety	2.11.1	Provide effective training and public education programs regarding the importance of responsible pet ownership, rabies awareness, mandatory spay/neuter and micro-chip ordinances, leash law, control of the feral cat population and re-homing options in an effort to reduce the intake of animals by 3% annually over the next three years.	Aug 16, 2017	Allen Brock		⊗	Animal Services provided educational updates to the reduction of animal intake and program progress at the Animal Shelter to the Optimists, Rotary Club, and Chamber of Commerce - Business In Action as part of the ongoing opportunity to provide public education programs. Eleven groups associated with youth organizations were provided, including Boy Scouts, Girl Scouts, college and trade school students, and high school students. The volunteer program covers basic animal handling techniques, animal behavior assessment, animal disease transmission, and cleaning protocols. This training was completed by 9 volunteers. During 2017 meeting, animal intake reduction was reported as reduced by 34%. Annual goal of 3% intake reduction was exceeded. A 7.5% reduction was achieved.

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Public Safety	2.13.3	Provide community outreach to encourage stakeholder and public participation in the monitoring and evaluation of the plan (Local Hazard Mitigation Plan).	Aug 16, 2017	Abdul Ahmad		⊗	The Office of Emergency Management updated the City's Local Hazard Mitigation Plan (LHMP). The plan is a necessary component to avail the City of disaster mitigation and recovery funds. Information gathered from City Departments was integrated in the Plan. Mitigation hazards were identified, categorized, ranked and a strategy was developed for each. The Plan also underwent a courtesy review by Riverside County Emergency Management Department (EMD) and in February 2017, the City will submit to the Governor's Office of Emergency Services (CalOES) for review and submission to Federal Emergency Management Agency (FEMA). EMD comments are being integrated into the document prior to submittal. Next steps include meetings with City Departments to identify and refine mitigation strategies and coordinate implementation.
Library	3.1.2	Identify appropriate location for a satellite branch library by conducting public outreach sessions and/or a community needs assessment to determine areas in greatest need and with greatest interest of neighborhood library services. Consider public transportation access to potential new locations.	Aug 16, 2017	Rick Hartmann, Marshall Eyerman, and Tom DeSantis		⊗	A branch library site has been identified at the Moreno Valley Mall. The Moreno Valley Mall has an existing Mobility Hub and is served by Riverside Transit Agency bus routes 11,16,18,19,26,31,208, and 210.
Library	3.1.3	Seek out public and private partnerships to expand Library services including joint use space with schools and private businesses. Investigate store-front or mall locations, as well as self-serve library options.	Aug 16, 2017	Rick Hartmann, Marshall Eyerman, and Tom DeSantis		⊗	The City has established partnerships with 29 private and public entities to supplement or underwrite Library services. Efforts to develop additional partnerships are continuous. A branch of the Library at the Moreno Valley Mall is expected to open in December 2017.

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Priority Category	Initiative #	Initiative Detail	Target Date	Key Department Head	Active	Complete	Notes
Library	3.1.5	Consider sale of surplus City properties for one-time revenue generation to be used to fund Library equipment and materials.	Aug 16, 2017	Rick Hartmann, Marshall Eyerman, and Tom DeSantis		⊗	Considering APN 471-290-017 for selling as City's surplus property. The parcel is near the intersection of Reche Vista Dr. and Perris Blvd. in the City of Moreno Valley. It is a 0.62 acre vacant parcel zoned R2. Staff has recommended to get appraisal for the property. Appraisal has been received. The estimated Market Value of the Fee Simple Interest of the subject property, as of June 15, 2017 is sixty thousand dollars (\$60,000).
Library	3.3.4	Conduct health and wellness workshops to address areas of interest to various age groups six times per year.	Aug 16, 2017	Tom DeSantis		⊗	Health and wellness workshops are scheduled six times during 2017 and focus on wellbeing across the lifespan including, "Dangers of Prescription Drug Abuses" (physical health), "Family Support through Kinship" (psychological health), "Healthy Relationships" (Psychological health), and "Kinder Karate" (Fitness). These classes are hosted by instructors from local community organizations and schools.
Library	3.3.5	Organize workshops and presentations on arts, entertainment and recreation subjects including gardening, painting, writing, history, music and other popular subjects on a monthly basis.	Aug 16, 2017	Tom DeSantis		⊗	The Library's 2017 schedule includes arts, entertainment and recreation workshops on a monthly basis. These workshops include gardening, history, music, writing and local author workshops.

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Library	3.3.6	Introduce a Community Lending Library program by installing six library boxes in neighborhoods (as demonstration projects) and define standards for private construction/installation of additional library boxes. The initial six library boxes for the Community Lending Library demonstration project will be purchased, decorated, supplied with books, and installed throughout the community. The Arts Commission will conduct a student design contest for the opportunity to decorate the boxes.	Aug 16, 2017	Tom DeSantis		⊗	Community Lending Library standards have been define, library boxes have been chosen and purchased, library boxes are currently being decorated, and will be installed by mid-August 2017 in neighborhood locations. The decorating is being accomplished via a contest in local high schools in cooperation with the Arts Commission; having students complete the boxes is taking longer than anticipated but the community buy-in is anticipated to be greater due to the community participation. Initial book collections have been purchased and neighborhood locations for the library boxes have been identified.
Infrastructure	4.1.1	Contract with a consultant to assist the City in identifying and analyzing options regarding the organizational structure of the utility.	Aug 16, 2017	Marshall Eyerman		⊗	Hometown Connections, whose expertise is helping public power utilities to formulate strategic plans, was hired to assist MVU and the Utilities Commission with the development of a Road Map. The Road Map provides the following: (1) describes the utility's mission, core values, and vision; (2) identifies critical issues facing the utility; (3) outlines the utility's strengths, weaknesses, opportunities, and threats; and (4) states strategic areas of focus for the utility, with goals to achieve stated objectives. The Road Map will keep all stakeholders focused on the goals of MVU. The organizational analysis of MVU is the next step; the RFP was issued on July 3, with responses due back by July 31.

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Infrastructure	4.2.2	In partnership with the Riverside County Flood Control District, review and update Flood Control Master Plans and associated Area Drainage Fees such that plans reflect current stormwater needs.	Aug 16, 2017	Rick Hartmann		⊗	Updated Fee information received from Riverside County Flood Control District.
Infrastructure	4.2.3	Review and update development construction practices with developers to explore the installation of full street improvements along project frontages.	Aug 16, 2017	Rick Hartmann		⊗	Summary Memo completed and attached under Files tab.
Infrastructure	4.9.1	Approach research and development companies to develop Moreno Valley as a test-bed for connected vehicle technologies.	Aug 16, 2017	Rick Hartmann		⊗	The City has signed an agreement with Traffic Technology Services to share real-time traffic data. The data will be disseminated through a cloud based program to vehicles providing motorists information on optimal driving speed and time to green for traffic signals. There is also interest from Connected Signals, Inc. to share the same data.
Infrastructure	4.9.2	In partnership with local and regional agencies, host a Regional Transportation Summit.	Aug 16, 2017	Rick Hartmann		⊗	The City and Western Riverside Council of Governments (WRCOG) will bring a Transportation Summit to Moreno Valley in conjunction with the Clean Cities Coalition. Date has been confirmed for January 17, 2018.
Infrastructure	4.10.1	Expand the installation of updated welcome and directional signs at all gateways into the City and other key destinations.	Aug 16, 2017	Rick Hartmann		⊗	The signs have been installed and this task is complete.

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Beautification, Community Engagement, and Quality of Life	5.1.3	Identify funding and fully implement the Keep Moreno Valley Beautiful Adopt-a-Street Program.	Aug 16, 2017	Rick Hartmann, Abdul Ahmad, and Allen Brock		⊗	This initiative is complete. The Keep Moreno Valley Beautiful (KMVB) Sponsor-A-Street and Adopt-A-Road programs have been full implemented. A total of sixteen Sponsor-A-street segments and eight Adopt-A-Road street segments were established as available for sponsorship/adoption as part of the initial program launch. Additional street segments will be identified as the demand for such may warrant. The final aspect of the program (coordinated advertising of the recently established programs) was completed during the week ending November 10, 2017.
Beautification, Community Engagement, and Quality of Life	5.2.1	Assertively reach out and seek partnerships with property owners in existing landscape maintenance districts to stabilize funding to maintain or enhance residential tract landscaped areas (reverse landscaping). Conduct at least 3 mail ballot initiatives per year.	Aug 16, 2017	Rick Hartmann, Allen Brock, and Tom DeSantis		⊗	8/15/17 - documents have been transmitted to the translator and printer. Twelve existing landscape areas are being surveyed to determine their interest in working with their neighbors and the City to work together to beautify the City by increasing the frequency of public landscape maintenance.
Beautification, Community Engagement, and Quality of Life	5.2.3	Consider an ordinance requiring that vacant parcels near businesses and homes be enclosed by fences with privacy slats.	Aug 16, 2017	Rick Hartmann, Allen Brock, and Tom DeSantis		⊗	Technical memorandum completed providing outcome of research performed on the viability of screening vacant parcels completing this Initiative.
Beautification, Community Engagement, and Quality of Life	5.2.4	Develop a program to assist neighborhoods in installing landscaping in reverse frontages and annexation into special district to finance cost of improvements and ongoing maintenance.	Aug 16, 2017	Rick Hartmann, Allen Brock, and Tom DeSantis		⊗	8/15/17 - documents have been transmitted to the translator and printer. Five neighbors are being surveyed to determine their interest in working with their neighbors and the City to install public landscaping and provide ongoing maintenance.

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Beautification, Community Engagement, and Quality of Life	5.2.5	Use the City's media tools to educate the community on the benefits of well-maintained landscaping on property values, the positive impact on economic development, xeriscaping, and water conservation techniques.	Aug 16, 2017	Rick Hartmann, Allen Brock, and Tom DeSantis		⊗	New webpage has been created and is live (www.moval.org/city_hall/departments/pub-works/special-dist.shtml). It provides information on health, crime, environmental, property value and energy benefits. Information on water-wise landscaping resources has also been included.
Beautification, Community Engagement, and Quality of Life	5.3.1	Adopt a Tree Care Ordinance.	Aug 16, 2017	Rick Hartmann and Tom DeSantis		⊗	8/15/17 - City Council introduced and conducted 1st reading of Ordinance, amending the Municipal Code for the planting and maintenance of trees within the City.
Beautification, Community Engagement, and Quality of Life	5.3.2	Establish a Tree Board or Department.	Aug 16, 2017	Rick Hartmann and Tom DeSantis		⊗	8/15/17 - City Council introduced and conducted 1st reading of Ordinance, amending the Municipal Code for the planting and maintenance of trees within the City. The Ordinance designates the Parks and Community Services Department and the Public Works Departments as the responsible departments for management of the City's urban forest.
Beautification, Community Engagement, and Quality of Life	5.3.3	Establish a Community Forestry Program with an annual budget of at least \$2 per capita.	Aug 16, 2017	Rick Hartmann and Tom DeSantis		⊗	Complete. FY 2017/18 Adopted Budget includes at least \$738,000 for tree trimming/removal services.
Beautification, Community Engagement, and Quality of Life	5.3.4	Conduct an Arbor Day observance and proclamation.	Aug 16, 2017	Rick Hartmann and Tom DeSantis		⊗	Initiative Complete Proclamation adopted on 4/19/17. Volunteers planted 2 trees at March Field Park Community Center as part of Community Day of Service on 2/25/17.

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Beautification, Community Engagement, and Quality of Life	5.4.3	Increase local nonprofit agency participation in the City-hosted quarterly roundtable meetings to assist the coordination of services throughout the City and region. Increase nonprofit agency participation by 10% each year.	Aug 16, 2017	Rick Hartmann, Allen Brock, Abdul Ahmad, Joel Ontiveros, and Marshall Eyerman		⊗	Meetings were held in Jan/April/July/Oct for 2016 with average attendance of approx. 12 attendees. Through the Jan., April, and July 2017 meetings the average attendance was 22 or an 83% increase over the prior year. We have also updated the invitation to include additional details on meeting content for future events.
Beautification, Community Engagement, and Quality of Life	5.4.1	Develop a "Healthy Moreno Valley" Campaign. Seek funding from local business partners, school districts, and service clubs, as well as pursue grant opportunities, for this purpose.	Aug 16, 2017	Allen Brock, Tom DeSantis, and Mel Alonzo		⊗	The City has secured \$15,000 from the WRCOG BEYOND grant program to develop a "Healthy Moreno Valley" campaign. Intent is to develop campaign through a project team competition with students from local high schools. Staff met with MVUSD on how to create the student project challenge. Next step will be for MVUSD staff to outline program.
Beautification, Community Engagement, and Quality of Life	5.5.5	Engage the community and cities in the region by hosting and/or participating in Mayor's Cup sports competitions.	Aug 16, 2017	Allen Brock, Tom DeSantis, and Mel Alonzo		⊗	
Beautification, Community Engagement, and Quality of Life	5.6.1	Implement a new and improved Parks and Community Services Department website providing interactive and user friendly applications for residents to reserve amenities and register for programs.	Aug 16, 2017	Mel Alonzo		⊗	The contract for implementation of the new ACTIVE Net software was approved by City Council on June 20, 2017. The corresponding User Fee Schedule update for the PCS Department has been reviewed by the Parks & Recreation Commission, and is scheduled to go to City Council on November 7, 2017. Both the go live date for ACTIVE Net and the effective date for the new PCS User Fees is December 1, 2017
Beautification, Community Engagement, and Quality of Life	5.6.2	Reinvent and market the City's Adopt-A-Park and Adopt-A-Trail programs to obtain at least two business, non-profit and/or service clubs to actively participate in these programs.	Aug 16, 2017	Mel Alonzo		⊗	Marketing materials updated with three new community partners now participating in programs.

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Beautification, Community Engagement, and Quality of Life	5.6.3	Enhance community awareness of the many ways that "Parks Make Life Better" by promoting a related poster and/or photography contest.	Aug 16, 2017	Mel Alonzo		⊗	Annual Parks Make Life Better photo contest program established in summer 2016.
Beautification, Community Engagement, and Quality of Life	5.6.4	Collaborate with two service clubs and/or non-profits and a local radio station for in-kind and/or financial sponsorships of the City's first Christmas Tree Lighting Ceremony.	Aug 16, 2017	Mel Alonzo		⊗	City hosted Snow Day and first annual Holiday Tree Lighting Ceremony with support from seven community stakeholders.
Beautification, Community Engagement, and Quality of Life	5.6.5	Establish a collaborative, strategic partnership with a different community organization or stakeholder for each community "signature" special event.	Aug 16, 2017	Mel Alonzo		⊗	Sponsorship by different community stakeholders established for Fourth of July Parade and Family FunFest, Snow Day and Holiday Tree Lighting Ceremony, Springtastic, and YouthFest.
Youth Programs	6.1.4	Partner with the Youth Opportunity Center to promote courses targeting at-risk, homeless, dropouts and foster children.	Aug 16, 2017	Mel Alonzo		⊗	Courses promoted through printed materials and in Soaring Activity Guide.
Youth Programs	6.1.5	Implement a Parks and Community Services Department youth volunteer program to add at least 15 youth volunteers.	Aug 16, 2017	Mel Alonzo		⊗	Program in place for youth volunteers at community events, volunteer coaches in City's youth sports programs, and park/trail cleanups.
Youth Programs	6.2.1	Identify new trends and best practices of health and fitness recreation and athletic programs youth between the ages of 7-12 years.	Aug 16, 2017	Mel Alonzo		⊗	Trends review resulted in addition of Youth Volleyball Clinic, MoVal Cyclocross event, and Pickleball courts at Woodland Park.
Youth Programs	6.2.2	Establish a collaborative partnership with local non-profit, school district and/ or service club(s) in implementing a health and wellness program for Moreno Valley, including a youth-focused element.	Aug 16, 2017	Mel Alonzo		⊗	
Youth Programs	6.2.5	Develop a public/private partnership between the City and Boys & Girls Club to identify a facility for the Moreno Valley Boys and Girls Club.	Aug 16, 2017	Mel Alonzo		⊗	Pilot program developed but not selected for funding.
Youth Programs	6.2.6	Identify and develop a pilot program between the City and Boys & Girls Club to provide youth recreation and/or sports programming.	Aug 16, 2017	Mel Alonzo		⊗	Pilot program developed but not selected for funding.
Public Safety	2.12.2	Present Public Safety Sub-Committee findings to the City Council via Study Session.	Dec 31, 2017	Tom DeSantis		⊗	



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Economic Development	1.8.3	Evaluate hiring one (1) full time staff member, or equivalent outsourced support, for Business Support Services and Small Business Development, such as Business Visitations, Business Roundtable, Business Spotlight, Chamber of Commerce relations, grants and loan programs, energy efficiency programs outreach, small business visits, business training programs with the Small Business Development Center, SCORE, AmPac Tri-State, and the Small Business Administration, event sponsorships within Moreno Valley, Shop MoVal, Start- up MoVal, and the Business Ombudsman activities.	Feb 16, 2018	Mike Lee	⊗		
Economic Development	1.1.7	Actively participate in and sponsor commercial, medical, office, and industrial brokerage and development-related organizational events and conferences to promote and market Moreno Valley.	Aug 16, 2018	Mike Lee, Allen Brock, and Marshall Eyerman	⊗		April 26, 2017 - MCIE Event - 2016 Inland Empire Manufacturing Summit
Economic Development	1.3.5	Explore strategic partnerships with business organizations and nonprofits to identify industry specific workforce development training curriculum needs.	Aug 16, 2018	Mike Lee, Allen Brock, and Marshall Eyerman	⊗		
Economic Development	1.3.6	Encourage local partnerships to promote entrepreneurship, basic skills training, and financial literacy initiatives among Moreno Valley adults.	Aug 16, 2018	Mike Lee, Allen Brock, and Marshall Eyerman	⊗		
Public Safety	2.1.4	Expand the citywide camera system to include more parks, public gathering areas and sport complexes.	Aug 16, 2018	Rick Hartmann, Joel Ontiveros, Tom DeSantis, Allen Brock, and Abdul Ahmad	⊗		The City Council approved a proposal and funding on January 3, 2017 to add cameras at seven intersections, at City Hall, the Animal Shelter, the CRC, and at the Moreno Valley Utility substation on Moreno Beach. All equipment has been received and installed for the current phase of expansion. Future plans include additional fiber infrastructure, replacing radio communications with fiber, additional cameras, and upgrading both server and storage capacity to accommodate the expansion.
Public Safety	2.6.2	Rebuild special teams by adding sworn officers. These teams proactively target violent criminals, street gangs, street-level narcotics sales, and quality of life issues.	Aug 16, 2018	Joel Ontiveros			

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Public Safety	2.10.3	Enhance the level of emergency preparedness to meet the needs of People with Access and Functional Needs (PAFN) during major emergencies or disasters by: <ul style="list-style-type: none"> • strengthening existing and initiating 5 new relationships with civic stakeholders including schools, care and medical organizations who know of and provide services to PAFN • increasing resident registration of PAFN during an emergency with the City’s alert and notification system, Alert MoVal, by 10% per year • identifying and building relationships with 5 vendors who provide specialized equipment and resources specifically designed to assist PAFN and that can be made available during disasters • coordinating and conducting an annual emergency preparedness seminar tailored to PAFN • offering a PAFN Community Emergency Response Training class to members of the community and surrounding jurisdictions 	Aug 16, 2018	Abdul Ahmad			
Infrastructure	4.1.2	Prepare a comprehensive Strategic Plan (Public Works) that includes the following tasks. Update the Distribution System Plan to identify and prioritize infrastructure needed to meet customer demand for electricity; analyze the impacts of the proliferation of customer-owned solar systems on the distribution system. Update the Integrated Resource Plan to identify future power supply needs for the utility and recommend the optimal mix of resources (such as purchase vs. utility-owned generation, renewable energy, etc.) Update the utility rates model and review/explore the existing policy of maintaining parity with SCE rates. Analyze financial reserve recommendations to fund a portion of the infrastructure identified in the Distribution System Plan, provide funding for the replacement of equipment and/or infrastructure in the event of an emergency, and provide operating and rate stabilization reserves.	Aug 16, 2018	Marshall Eyerman	⊗		A kickoff meeting was held on November 2 for the Integrated Resource Plan. Consultant is working on the model. The rate consultant is adjusting the rate model based upon the 2nd review by staff. A kickoff meeting was held on November 9 for the Benchmarking and Best Practices study. The annual Distribution System Plan update will begin in December.

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Infrastructure	4.2.4	Develop/update a complete GIS-based inventory of all transportation and stormwater related assets.	Aug 16, 2018	Rick Hartmann	⊗		Meeting on October 25, 1027 set approach to meet the goal of this initiative by August 16, 2018. Definition of "Transportation Assets" is narrowed down to Traffic Signals/Signalized Intersections. Initiative will be satisfied when the inventory of assets are updated on the Intranet – for internal/staff use. Land Development Division (LDD) is to ensure that all of their physical Mylar/As-Builts are scanned into PDF format and uploaded into GIS by June 30th, 2018. Definition of "Storm water Assets" pursuant to Initiative 4.2.4, is defined as the line work, symbols, and data of the storm drain systems as found in the existing City's 'Storm Water' GIS layer. CPD and LDD to ensure this existing layer is complete. All of the Mylar/As-Builts for Storm Drain Improvements shall be scanned into PDF and provided to GIS team by June 30th, 2018.
Infrastructure	4.3.1	Prepare a Deferred Maintenance Plan that assesses safety, adequacy, and liability implications, estimates repair costs and recommends priorities to be programmed in future budgets.	Aug 16, 2018	Rick Hartmann	⊗		
Infrastructure	4.3.2	Aggressively pursue funding strategies and identify sources to fund the Deferred Maintenance Plan activities.	Aug 16, 2018	Rick Hartmann	⊗		
Infrastructure	4.3.3	Use a five-year Deferred Maintenance Plan to strategically finance identified needs such as the annual pavement crack treatment, slurry seal program, and associated ADA improvements at curb ramps and sidewalks.	Aug 16, 2018	Rick Hartmann	⊗		On September 27, 2017, Capital Projects Division submitted Local Street and Road Project List to California Transportation Commission and completed the required submittal for the SB-1 Local Street and Road Program. The anticipated funding of \$1.2 million is for the Slurry Seal Program starting in 2018.

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Infrastructure	4.4.2	If acquisition of SCE street lights is pursued, fully analyze and determine ownership as City-owned or MVU-owned, establish policies and plans on converting from High Pressure Sodium Vapor (HPSV) to Light Emitting Diode (LED), and street light spacing.	Aug 16, 2018	Rick Hartmann	⊗		8/14/17- MVU installed 4 LED light fixtures in the new RSI housing development (on LaBarca at Indian and Gentian). The 4 fixtures will provide the opportunity to evaluate the type of fixture to ultimately be installed in Moreno Valley.
Infrastructure	4.7.1	Seek a demonstration project for a Protected Intersection / Protected Bicycle Lanes (Cycle tracks) Corridor.	Aug 16, 2018	Rick Hartmann	⊗		Staff has prepared conceptual drawings for the project. Grant application for SB821 grant funding was not submitted. Staff will explore other funding options for intended work.
Infrastructure	4.8.1	Collaborate with Riverside Transit Agency (RTA) to explore Transit Signal Priority Corridors.	Aug 16, 2018	Rick Hartmann and Allen Brock	⊗		Staff is collaborating with RTA to develop a Transit Signal Priority Corridor along Perris Boulevard. RTA has committed \$200,000 to provide for traffic signal controller integration. Also, staff added a project to the 2017/18 Capital Improvement Plan to develop equipment needs for the fixed buses using Perris Boulevard on Route 19.
Infrastructure	4.10.2	Identify opportunities and develop strategies to use technology, social media, communication applications, etc. to assist and enhance resident and visitor way-finding needs throughout the City.	Aug 16, 2018	Rick Hartmann	⊗		
Infrastructure	4.10.3	Install solar powered lighting to all updated welcome and directional signs to enable night visibility.	Aug 16, 2018	Rick Hartmann	⊗		Staff has completed the installation of solar lighting on the Way finding / Welcome Signs.
Beautification, Community Engagement, and Quality of Life	5.1.4	Enhance branding program for Keep Moreno Valley Beautiful by partnering with other government agencies.	Aug 16, 2018	Rick Hartmann, Abdul Ahmad, and Allen Brock			
Beautification, Community Engagement, and Quality of Life	5.1.5	Expand existing weekend weed and litter abatement program performed by community service workers to include a weekday program.	Aug 16, 2018	Rick Hartmann, Abdul Ahmad, and Allen Brock			
Beautification, Community Engagement, and Quality of Life	5.1.6	Explore the development of a volunteer patrol to combat illegal dumping.	Aug 16, 2018	Rick Hartmann, Abdul Ahmad, and Allen Brock	⊗		



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Beautification, Community Engagement, and Quality of Life	5.2.6	Modify the Municipal Code to clarify property owner responsibility for parkway landscape maintenance, within City right of way, immediately fronting private property.	Aug 16, 2018	Rick Hartmann, Allen Brock, and Tom DeSantis	⊗		Code compliance has conducted the research and created a draft proposal of potential changes to amend the code language in our nuisance ordinance. We are submitting an RLS for the City Attorney to vet these proposed changes and to further provide clarification on what further process needs to be implemented.
Economic Development	1.3.3	Attract a supply chain/logistics and/or medical related trade school. Explore the potential use of City facilities for this purpose.	Aug 16, 2019	Mike Lee, Allen Brock, and Marshall Eyerman		⊗	6/20/17 - City Council approved Letter Agreement to bring Cal Baptist University to operate an Education Service Center at the Moreno Valley Employment Resource Center. CBU has both logistic and medical related degree program in the curriculum.
Economic Development	1.5.1	Promote and market Moreno Valley's advantages: second largest City in Riverside County with a growing population, strategic location, easy access to transportation corridors, proximity to ports and markets in Los Angeles, Orange, and San Diego counties, home of March Inland Port – Airport, availability of developable land, committed City leadership and staff, business friendly philosophy, Foreign Trade Zone designation, competitive incentives such as the award winning Hire MoVal program, and the Economic Development Rate Incentive discount from the Moreno Valley Utility.	Aug 16, 2019	Rick Hartmann, Mike Lee, Allen Brock, Marshall Eyerman, Abdul Ahmad, and Tom DeSantis	⊗		Completion of Economic Development website promoting various Moreno Valley's advantages www.morenovalleybusiness.com
Economic Development	1.9.4	Conduct a comprehensive update of the City General Plan and supporting environmental document, including all mandatory Elements (except Housing), an Economic Development Element, and other desired optional Elements authorized by the City Council.	Aug 16, 2019	Allen Brock			
Public Safety	2.10.2	Enhance the current system for identifying and locating persons with disabilities and people with access and functional needs during an emergency, document suitable shelter infrastructure, and ensure specialized equipment and other support is available during emergencies.	Aug 16, 2019	Abdul Ahmad			
Infrastructure	4.2.5	Prepare an updated and fully comprehensive infrastructure needs assessment.	Aug 16, 2019	Rick Hartmann			
Infrastructure	4.5.1	Develop renewable pavements such as porous asphalt and concrete for streets and sidewalks for drainage self-sufficiency.	Aug 16, 2019	Rick Hartmann			

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Infrastructure	4.6.1	Complete the Juan Bautista De Anza Regional Trail.	Aug 16, 2019	Rick Hartmann	⊗		Developments have been conditioned to build 2 segments of the trail. The final alignment study for the trail is approximately 95% complete. Staff is pursuing grant funding to complete additional remaining segments of the trail.
Infrastructure	4.8.3	Collaborate with Riverside Transit Agency to consider a partnership with the City to build an Intermodal Transit Center at Alessandro/Nason.	Aug 16, 2019	Rick Hartmann and Allen Brock	⊗		Analysis of the concept and potential for an Intermodal Transit Center at this location will be addressed further in the scope of the SCAG funded Nason Corridor Study, which is identified as Initiative 1.4.4.
Infrastructure	4.8.4	Encourage Riverside Transit Agency to establish routes between Metrolink Station and major employers in the City.	Aug 16, 2019	Rick Hartmann and Allen Brock	⊗		The Perris Valley Line (PVL) March Field Metrolink Station is currently served by Riverside Transit Agency bus routes 20 and 26. Major employers served are the Riverside University Medical Center, Moreno Valley Community Hospital, Moreno Valley College, City Hall, and the Moreno Valley Mall.
Beautification, Community Engagement, and Quality of Life	5.2.2	Develop comprehensive City Gateway and Streetscape plans establishing a framework guiding future landscape, tree planting, lighting, walls/fences, monuments, banners and identification signage within public right-of-way and freeway corridors.	Aug 16, 2019	Rick Hartmann, Allen Brock, and Tom DeSantis			
Beautification, Community Engagement, and Quality of Life	5.2.8	Implement a fence program in applicable areas within the special districts.	Aug 16, 2019	Rick Hartmann, Allen Brock, and Tom DeSantis			
Beautification, Community Engagement, and Quality of Life	5.5.2	Consider incorporation of a Health Element in the General Plan.	Aug 16, 2019	Allen Brock, Tom DeSantis, and Mel Alonzo			
Beautification, Community Engagement, and Quality of Life	5.5.3	Explore a partnership with the County to enhance the use of Box Springs area as a major hiking, walking, and mountain biking recreational destination.	Aug 16, 2019	Allen Brock, Tom DeSantis, and Mel Alonzo			

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PROGRESS AND TRACKING - All Initiatives by Target Date

Priority Category	Initiative #	Initiative Detail	Target Date	Key Department Head	Active	Complete	Notes
Youth Programs	6.2.7	Actively engage community groups regarding opportunities to participate in and sponsor programs to serve Moreno Valley's youth.	Aug 16, 2019	Mel Alonzo	⊗		City staff has made presentations to community groups to encourage their involvement with upcoming city events. For example, the Optimist Club of Moreno Valley will participate in the CSD's Springtastic event and the City's Fourth of July celebration. The Moreno Valley Rotary Club is also interested in Ride Moval and sponsoring a 5k run.
Infrastructure	4.5.2	Develop renewable landscape designs for drought tolerance and irrigation self-sufficiency.	Aug 16, 2020	Rick Hartmann			
Infrastructure	4.6.2	Secure funding to construct Indian Street across Lateral A channel crossing.	Aug 16, 2020	Rick Hartmann	⊗		Capital Projects Division is in the process of retaining design consultant for the project. RFP was posted on November 07, 2017 and is due on December 19, 2017.
Infrastructure	4.7.2	Develop roundabout corridors similar to Theodore proposed by WLC, to replace stops signs and/or traffic signals.	Aug 16, 2020	Rick Hartmann	⊗		
Infrastructure	4.8.2	Collaborate with RTA to explore Bus Rapid Transit Routes.	Aug 16, 2020	Rick Hartmann and Allen Brock	⊗		Staff collaborated with RTA on the review of the Comprehensive Operational Analysis (COA) that is their long range planning document. The COA has identified Alessandro Boulevard and Perris Boulevard as future Bus Rapid Transit Routes within Moreno Valley. Currently, the development of the routes is in the planning stage with no funding identified for construction.
Economic Development	1.1.8	Promote investment in beautification improvements (landscaping, public art, etc.) along strategic business development corridors.	Aug 16, 2021	Mike Lee, Allen Brock, and Marshall Eyerman			
Economic Development	1.3.2	Set a target of having an unemployment rate that is lower than the Riverside County unemployment rate.	Aug 16, 2021	Mike Lee, Allen Brock, and Marshall Eyerman			

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PROGRESS AND TRACKING - All Initiatives by Target Date

Priority Category	Initiative #	Initiative Detail	Target Date	Key Department Head	Active	Complete	Notes
Economic Development	1.7.3	Research the feasibility and funding of a one-stop incubator that would include the ERC and a new BRC (Business Resources Center) to encourage the evolution of home- based and small businesses and the expansion of start-ups.	Aug 16, 2021	Mike Lee			
Library	3.3.1	Expand reading and language (ESL, Spanish) classes.	Aug 16, 2021	Tom DeSantis		⊗	Six reading programs are being provided for next calendar year, including weekly preschool storytime, weekly bi-lingual storytime, evening family storytime, monthly Book Talk Book Club, a spring reading program and summer reading program. English as a Second Language (ESL) language courses are provided through an online program during all open Library hours with tutoring also available.
Infrastructure	4.6.3	Secure funding and construct Heacock Street connection to Harley Knox Boulevard.	Aug 16, 2021	Rick Hartmann	⊗		On November 07, 2017, City Council approved the TUMF Agreement with WRCOG for Planning (PA/ED), Engineering (PS&E) and Right of Way (ROW) phases of the Heacock Street South Extension project in the total amount of \$922,000.
Beautification, Community Engagement, and Quality of Life	5.2.7	Implement a program to install decorative hardscape in reverse frontages.	Aug 16, 2021	Rick Hartmann, Allen Brock, and Tom DeSantis			
Beautification, Community Engagement, and Quality of Life	5.5.4	Explore and promote the San Jacinto wildlife area adjacent to the World Logistics Center as a major hiking and mountain biking destination.	Aug 16, 2021	Allen Brock, Tom DeSantis, and Mel Alonzo			
Infrastructure	4.6.4	Secure funding and construct Graham Street Bridge over SR-60. (6 years)	Aug 16, 2022	Rick Hartmann	⊗		
Economic Development	1.2.1	Showcase excellent industrial projects on all appropriate marketing collateral, online, and via email outreach. Work with each unique developer to educate the brokerage community on the status and availability of future projects.	ongoing	Mike Lee	⊗		Email outreach blitz to various industrial developers and tenants send (Dec 14, 2016).
Economic Development	1.3.1	Set a target of 1,000 new jobs through business attraction and expansion per year.	ongoing	Mike Lee, Allen Brock, and Marshall Eyerman	⊗		Metric of 1,000 new jobs through business attraction and expansion per year set in Momentum MoVal.

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PROGRESS AND TRACKING - All Initiatives by Target Date

Priority Category	Initiative #	Initiative Detail	Target Date	Key Department Head	Active	Complete	Notes
Economic Development	1.3.11	Evaluate hiring City staff members to conduct job readiness/job training programs under direct supervision by the Economic Development Department	ongoing	Mike Lee, Allen Brock, and Marshall Eyerman		⊗	Management Assistant position to work on workforce development and operations at the ERC start employment on July 24, 2017.
Economic Development	1.7.1	Continue to provide high quality business support programs such as five (5) Business Roundtables per year, twenty (20) Business Spotlight commercials, Hire MoVal, monthly Shop MoVal print and digital ads, and fifty (50) small business site visits per year.	ongoing	Mike Lee	⊗		
Beautification, Community Engagement, and Quality of Life	5.4.4	Seek new or supplemental funding sources to provide ongoing programs (to include job training and emphasis upon homeless veterans) throughout the City and the region. Continually research best practices in addressing the issue.	ongoing	Rick Hartmann, Allen Brock, Abdul Ahmad, Joel Ontiveros, and Marshall Eyerman	⊗		City continues to monitor new and supplemental funding sources through Riverside County, State, and HUD. City has also contracted with Townsend Public Affairs to seek new funds and assist with the grant applications as needed. With existing funding sources, we have re-examined the current funding sources to determine how to allocate funds to job training and homeless veterans. As part of the recent ESG grant award, the City Council awarded \$63,213 to the US Veterans Initiative to provide Rapid Re-Housing and Homeless Prevention services. The City also continues to support the Employment Resource Center with CDBG and General Fund allocations to provide a local center where low and moderate income individuals and unemployed/underemployed persons can use computers/internet and various office equipment at no cost for job searches, applications, and to apply for unemployment. Best

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PROGRESS AND TRACKING - All Initiatives by Target Date

Priority Category	Initiative #	Initiative Detail	Target Date	Key Department Head	Active	Complete	Notes
Beautification, Community Engagement, and Quality of Life	5.4.5	Continue to monitor legislation for any changes that may impact the funding for services or the rights of homeless individuals.	ongoing	Rick Hartmann, Allen Brock, Abdul Ahmad, Joel Ontiveros, and Marshall Eyerman	⊗		Legislation monitoring ongoing. AB 346 (Daly) Introduced February 8, 2017 Summary: Existing law dissolved redevelopment agencies and community development agencies as of February 1, 2012, and provides for the designation of successor agencies to wind down the affairs of the dissolved redevelopment agencies and to, among other things, make payments due for enforceable obligations and to perform duties required by any enforceable obligation. This bill would authorize a housing successor to also use funds remaining in the Low and Moderate Income Housing Asset Fund for homelessness services, transitional housing, or emergency housing services, as well as for the development of affordable housing. This bill contains other related provisions and other existing laws. Important to note: Over the past 15 years, three voter-approved bond measures — Proposition 46 (2002), Proposition 1C (2006), and

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Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk
Martin Koczanowicz, City Attorney

AGENDA DATE: December 5, 2017

TITLE: CITY COUNCIL REORGANIZATION - SELECTION OF
MAYOR PRO TEM

RECOMMENDED ACTION

Recommendation: That the City Council:

1. Conduct the reorganization of the City Council by selecting one Council Member to serve a one-year term as Mayor Pro Tem.

SUMMARY

The City Council's Rules of Procedure provide that the City Council meet annually at its first regular meeting in December of each year to choose one of its members as Mayor Pro Tem. The Rules of Procedure also provide that the new Mayor Pro Tem be installed and sworn in during that same meeting.

DISCUSSION

Section 4.1.3 of the Rules of Procedure provides that nominations for the office Mayor Pro Tem may be made by any member of the City Council and need not be seconded in order to be effective. Appointment shall be made by three or more affirmative votes on a motion to appoint. In the event that no person receives three or more votes in the selection process, the selection process shall be repeated immediately; provided, however, that the two persons receiving the highest number of votes in the preceding selection process shall be the only nominees. If, upon repeating the selection process Mayor Pro Tem, no person has yet received three affirmative votes for such office, the City Council may either repeat the selection process until the officer has been duly selected or may continue the selection to the next regular meeting of the City Council.

The new Mayor Pro Tem, shall serve until the next meeting scheduled for selection of

the Mayor Pro Tem in December 2018.

ALTERNATIVES

1. Conduct the reorganization of the City Council by selecting a Mayor Pro Tem.
2. Continue the selection to the next regular meeting of the City Council if upon repeating the selection process, no person receives three affirmative votes for Mayor Pro Tem.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action

NOTIFICATION

Publication of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Pat Jacquez-Nares
City Clerk

Department Head Approval:
Pat Jacquez-Nares
City Clerk

Concurred by:
Martin Koczanowicz
City Attorney

CITY COUNCIL GOALS

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

ATTACHMENTS

None

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

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	11/22/17 12:11 PM
City Attorney Approval	<u>✓ Approved</u>	11/22/17 11:55 AM
City Manager Approval	<u>✓ Approved</u>	11/22/17 12:33 PM