



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

March 1, 2016

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.

Jeffrey J. Giba, Mayor Pro Tem
Jesse L. Molina, Council Member

Dr. Yxstian A. Gutierrez, Mayor

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

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
March 1, 2016

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Victoriano Elementary School Mayoral Proclamation

2. Proclamation Recognizing Valley View High School Eagles Volleyball Team

3. Proclamation Recognizing Ross Distribution Center

4. Proclamation Recognizing the 100th Anniversary of Riverside City College and 25th Anniversaries of Moreno Valley College and Norco College

5. Business Spotlight
 - a. Ranchito Tacos Al Carbon
 - b. Sunnymead Burgers

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

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

**REGULAR MEETING – 6:00 PM
MARCH 1, 2016**

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

Dr. Earnestine Poole-Anderson, Alpha and Associates Christian Center

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 - FEB 2, 2016 6:00 PM

Recommendation: Approve as submitted.

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

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of January 22 – February 18, 2016.

- A.4. FIFTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX CONSULTING SERVICES (Report of: Public Works)

Recommendations:

1. Approve the Fifth Amendment to the Agreement for Professional Consultant Services Project No. Special Districts 2014-15 Levy CFD/LLD/LMD with Willdan Financial Services, 27368 Via Industria, Suite 110, Temecula, CA 92590-4856 to provide special tax consulting services.
2. Authorize the City Manager to execute the Fifth Amendment with Willdan Financial Services.
3. Authorize the issuance of a change to the Purchase Order in the amount of \$62,300 for fiscal year (FY) 2015/16 to Willdan Financial Services and an increase to the not-to-exceed amount of the Agreement to \$193,795.
4. Authorize the City Manager to execute subsequent amendments to the Agreement, including the authority to approve purchase orders in accordance with the terms of the Agreement, provided sufficient funding appropriations have been granted by the City Council.

- A.5. TRACTS 31591, 27593, AND 33256 - ACCEPT ASSIGNMENT OF AGREEMENT FOR DEVELOPMENT IMPACT FEES (DIF) FOR TRAFFIC SIGNALS DEVELOPER – CHTH HOMES, LLC (Report of: Public Works)

Recommendations:

1. Accept the Assignment of Agreement for Development Impact Fees (DIF) for Traffic Signals for Tracts 31591, 27593, and 33256.
2. Authorize the Mayor to execute the Assignment of Agreement for Development Impact Fees for Traffic Signals for Tracts 31591, 27593, and 33256.

- A.6. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2015/2016 AS OF 12/31/15 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Fiscal Year 2015/2016 Council Discretionary Expenditure Reports as of December 31, 2015.

- A.7. PAYMENT REGISTER - DECEMBER 2015 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

- A.8. LIST OF PERSONNEL CHANGES (Report of: Administrative Services)

Recommendation:

1. Ratify the list of personnel changes as described.

- A.9. RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED DECEMBER 31, 2015 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Quarterly Investment Report for the quarter ended December 31, 2015, in compliance with the City's Investment Policy.

- A.10. ORDINANCE NO. 910. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE ESTABLISHING A DENSITY BONUS FOR MULTI-FAMILY PROJECTS THAT INCORPORATE GREEN BUILDING PRINCIPLES INTO THEIR DESIGN. (RECEIVED

INTRODUCTION AND FIRST READING ON FEBRUARY 16, 2016 BY A 4-1 VOTE, MOLINA ABSENT) (Report of: Community Development)

Recommendations:

1. Adopt Ordinance No. 910. An Ordinance of the City Council of the City of Moreno Valley, California, amending Title 9 of the City of Moreno Valley Municipal Code establishing density bonus provisions for multi-family projects that incorporate green building principles into their design

A.11. APPOINTMENT TO THE LIBRARY COMMISSION (CONTINUED FROM FEBRUARY 16, 2016) (Report of: City Clerk)

Recommendations:

1. Appoint one member to the Library Commission with a term expiring June 30, 2017. The applicant that received the majority vote is Melissa Clark.
2. If vacancy is not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the position as vacant and carry over the current applications for reconsideration of appointments at a future date.

A.12. APPOINTMENTS TO THE EMERGING LEADERS COUNCIL (ELC) (Report of: City Clerk)

Recommendations:

1. Staff recommends appointing the following applicants to the Emerging Leaders Council with terms expiring May 31, 2016: Alexis Castillo, Mary Linda Reza, and Patrick Samones.
2. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant.

A.13. PA14-0042 – ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS. DEVELOPER – VILLA CAMILLE LP., SAN CLEMENTE, CA, 92673 (Report of: Public Works)

Recommendations:

1. Accept the Agreement and Security for Public Improvements for Villa Camille LP.
2. Authorize the Mayor to execute the Agreement.

3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.
 4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.
- A.14. PARCEL MAP 24351 – ADOPTION OF THE PROPOSED RESOLUTION FOR THE SUMMARY VACATION OF A PORTION OF FRANKHALE ROAD DESIGNATED AS LOTS 'D' AND LOT 'E' OF PARCEL MAP 24351 FRANKHALE ROAD EAST OF HILLMER COURT OWNERS: CHARLES R. PENUNURI AND JOSE A. DURAN AND LUCIA L. DURAN (Report of: Public Works)

Recommendations:

1. Adopt Resolution No. 2016-07. A Resolution of the City Council of the City of Moreno Valley, California, Ordering the Summary Vacation of a Portion of Frankhale Road Designated as Lot 'D' and Lot 'E' of Parcel Map 24351 Located at the Easterly End of Frankhale Road East of Hillmer Court.
 2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.
- A.15. SUSTAINABLE BUILDING POLICY FOR MUNICIPAL BUILDINGS (Report of: Community Development)

Recommendation:

1. APPROVE Resolution No. 2016-08. A Resolution of the City of Moreno Valley, California, establishing a Sustainable Building Policy for New Municipal Buildings and Major Renovations of Existing Municipal Buildings
- A.16. PA07-0048 (PARCEL MAP 35500) – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THOSE PORTIONS ON THE NORTH SIDE OF SAN MICHELE ROAD, EAST OF INDIAN STREET AND ON SAN CELESTE ROAD BETWEEN SAN MICHELE ROAD AND RIVARD ROAD ASSOCIATED WITH THIS PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM DEVELOPER - INDIAN AVENUE II LLC (Report of: Public Works)

Recommendations:

1. Adopt Resolution No. 2016-09. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the

Public Improvements as Complete within Project PA07-0048 (Parcel Map 35500) and Acceptance of those Portions on the North Side of San Michele Road East of Indian Street and on San Celeste Road between San Michele Road and Rivard Road Associated with this Project into the City's Maintained Street System.

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

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 FEBRUARY 2, 2016 (See A.2)

Recommendation: Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

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

Recommendation: Waive reading of all Ordinances.

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

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

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

Recommendation: Waive reading of all Ordinances.

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

Recommendation: Approve as submitted.

E. PUBLIC HEARINGS

Questions or comments from the public on a Public Hearing matter are limited to five

minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Sergeant-at-Arms.

E.1. OPERATING COVENANT AND AGREEMENT FOR M.R.S. BROWN, A LIMITED LIABILITY COMPANY, DBA HYUNDAI OF MORENO VALLEY (Report of: Economic Development)

Recommendations: That the City Council:

1. Conduct a Public Hearing.
2. Adopt Resolution No. 2016-10. A Resolution of the City Council of the City of Moreno Valley, California, Accepting the Economic Development Subsidy Report prepared pursuant to Government Code Section 53083, regarding an Operating Covenant and Agreement between the City of Moreno Valley and M.R.S. Brown, LLC, a limited liability company, dba Hyundai of Moreno Valley.
3. Adopt Resolution No. 2016-11. A Resolution of the City Council of the City of Moreno Valley, California, approving the Operating Covenant and Agreement between the City of Moreno Valley and M.R.S. Brown, LLC, a limited liability company, dba Hyundai of Moreno Valley.
4. Authorize the City Manager to execute the Operating Covenant and Agreement and make related findings.

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

G. REPORTS

G.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

Southern California Association of Governments (SCAG)

G.2. REPORT OF INDEPENDENT AUDITOR (ORAL PRESENTATION) (Report of: Financial & Management Services)

G.3. ECONOMIC DEVELOPMENT WEBSITE AND RE-BRANDING FOR BUSINESS ATTRACTION (Report of: Economic Development)

Recommendations: That the City Council:

1. Award a contract to Searle Creative Group to create a City website uniquely branded to support Business Attraction efforts.
2. Authorize the City Manager to execute a contract with Searle Creative Group in the amount of \$54,725 (\$49,750 proposal amount plus 10% contingency amount of \$4,975).
3. Approve appropriation of \$54,725 from the General Fund (Fund 1010) to fund creation of a Business Attraction-focused brand and website.
4. Authorize the Economic Development Director to execute any subsequent related minor change orders to the contract with Searle Creative Group in an amount not to exceed the recommended 10% project contingency.

G.4. AUTHORIZATION TO AWARD A CONTRACT FOR FEASIBILITY STUDY ON POTENTIAL FUTURE ANNEXATION (Report of: Community Development)

Recommendations: That the City Council:

1. Authorize the City Manager to execute a contract with Michael Baker International in a not-to-exceed amount of \$72,590 to perform a Feasibility Study to evaluate annexation interests of the presently unincorporated territory generally situated between the City's northern boundaries and the San Bernardino County line and San Timoteo Canyon Road, the City's eastern boundary and State Route 60 and the City's western boundary and Riverside city limits.
2. Authorize the issuance of a Purchase Order to Michael Baker International in the amount of \$72,590 when the contract has been signed by all parties.
3. Authorize the Chief Financial Officer to appropriate \$72,590 from the

General Fund (Fund 1010) to fund a Feasibility Study for the potential annexation of land.

G.5. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

G.6. CITY ATTORNEY'S REPORT

(Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

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

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

H.3. ORDINANCES - URGENCY ORDINANCES - NONE

H.4. RESOLUTIONS - NONE

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

PUBLIC INSPECTION

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

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

ADJOURNMENT

CERTIFICATION

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

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Jane Halstead, CMC,
City Clerk

Date Posted:

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
February 2, 2016

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. EMPLOYEE OF THE QUARTER
 - a) Nick Henderson, Building and Safety Supervisor
2. BUSINESS SPOTLIGHT
 - a) Coco's Family Restaurant
 - b) Marinello Schools of Beauty

**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
February 2, 2016**

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 – was called to order at 6:02 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Gutierrez.

INVOCATION

The invocation was given by Pastor Willie Behrends, Crosswinds Church of Moreno Valley.

ROLL CALL

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

INTRODUCTIONS

Staff:	Michelle Dawson	City Manager
	Paul Early	Assistant City Attorney
	Jane Halstead	City Clerk
	Marshall Eyerman	Chief Financial Officer
	Thomas M. DeSantis	Assistant City Manager
	Ahmad Ansari	Public Works Director/City Engineer
	Joel Ontiveros	Police Chief
	Abdul Ahmad	Fire Chief
	Terrie Stevens	Administrative Services Director
	Mel Alonzo	Interim Parks & Community Services

Minutes Acceptance: Minutes of Feb 2, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Mike Lee
Allen Brock

Director
Economic Development Director
Community Development Director

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

Mayor Gutierrez announced there would be 30 minutes of public comment.

Public comments were received from:

Donovan Saadiq

- 1. Edgemont clean-up
- 2. Request for sidewalks

Evan Morgan

- 1. City Matters

Rafael Brugueras

- 1. Town Hall Meeting held

Daryl Terrell

- 1. American Dream

Roy Bleckert

- 1. Community

JOINT CONSENT CALENDARS (SECTIONS A-D)

Mayor Gutierrez opened the agenda items for the Consent Calendars for public comments, there being none public comments were closed.

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

A. CONSENT CALENDAR-CITY COUNCIL

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

Recommendation: Waive reading of all Ordinances.

- A.2. City Council - Regular Meeting - Jan 5, 2016 6:00 PM

Recommendation: Approve as submitted with a clerical correction.

Minutes Acceptance: Minutes of Feb 2, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

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

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of December 23 – January 21, 2015.

A.4. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2015/2016 AS OF 11/30/15 (Report of: Financial & Management Services)

Recommendation:

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

A.5. PAYMENT REGISTER - NOVEMBER 2015 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

A.6. PURSUANT TO LANDOWNER PETITION, ANNEX ASSESSOR'S PARCELS FOR FIRST INDUSTRIAL INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) — AS AMENDMENT NO. 9 (Report of: Public Works)

Recommendation:

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services) approve and adopt Resolution No. 2016-03, 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.7. TRACT 31789 (PA03-0131) – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THOSE PORTIONS OF IRONWOOD AVENUE, SCOTT VICTOR CIRCLE AND WOODBRIAR DRIVE ASSOCIATED WITH THIS PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM DEVELOPER – TOSEI MORENO VALLEY, LLC (Report of: Public Works)

Recommendations:

1. Adopt Resolution No. 2016-04. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project TR 31789 (PA03-0131) and Acceptance of those Portions of Ironwood Avenue, Scott Victor Circle, and Woodbriar Drive Associated with this Project into the City's Maintained Street System.
 2. Authorize the City Engineer to execute a 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.
- A.8. TRACT 32715 (PA05-0033) – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING PERRIS BOULEVARD, IRONWOOD AVENUE, ABBEY LANE, DIEGO COURT, ROADRUNNER LANE AND PALOS GRANDE WAY ASSOCIATED WITH THIS PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM DEVELOPER – GARDNER CONSTRUCTION AND DEVELOPMENT, INC. (Report of: Public Works)

Recommendations:

1. Adopt Resolution No. 2016-05. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project Tract 32715 (PA05-0033) and Acceptance of Perris Boulevard, Ironwood Avenue, Abbey Lane, Diego Court, Roadrunner Lane and Palos Grande Way Associated with this Project into the City's Maintained Street System.
 2. Authorize the City Engineer to execute a 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.
- A.9. LIST OF PERSONNEL CHANGES (Report of: Administrative Services)

Recommendation:

1. Ratify the list of personnel changes as described.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

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

Recommendation: Waive reading of all Ordinances.

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

Recommendation: Approve as submitted with a clerical correction.

- B.3. AMENDED GRANT CONTRACT FOR CHILD CARE SERVICES (Report of: Parks & Community Services)

Recommendations:

1. Authorize the acceptance of grant funds in the amended amount of \$631,386 for Fiscal Year (FY) 2015/2016 from the California Department of Education, Child Development Division, for the purpose of providing school age child care and development services; and
2. Adopt Resolution No. CSD 2016-01. A Resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, certifying the approval of the governing board to enter into a transaction with the California Department of Education for the purpose of Providing Child Care and Development Services and to Authorize the Designated Personnel to Sign Contract Documents for FY 2015/2016.

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 JANUARY 5, 2016 (See A.2)

Recommendation: Approve as submitted with a clerical correction.

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 JANUARY 5, 2016 (See A.2)

Recommendation: Approve as submitted with a clerical correction.

E. PUBLIC HEARINGS

E.1. PUBLIC HEARING FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM MAIL BALLOT PROCEEDINGS FOR FIRST INDUSTRIAL AND CARDINAL GLASS (Report of: Public Works)

Mayor Gutierrez opened the public testimony portion of the public hearing. There being no public testimony the hearing was closed.

Recommendations: That the City Council:

1. Conduct the Public Hearing and accept public testimony regarding the mail ballot proceedings for 1) First Industrial (P15-051 – 187,800 sq. ft. warehouse - southwest corner of Perris Blvd. and San Michele Rd.) and 2) Cardinal Glass (P15-061 – warehouse expansion - northeast corner of Heacock St. and Cardinal Ave.) for approval of the commercial/industrial National Pollutant Discharge Elimination System (NPDES) maximum rate to be applied to the property tax bill.
2. Direct the City Clerk to count the returned NPDES ballots.
3. Verify and accept the results of the mail ballot proceedings 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 rate to the Assessor’s Parcel Numbers mentioned in this report.

Motion to direct the City Clerk to count the returned NPDES ballots.

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

The City Clerk announced the results:

APNs

316-200-001, 316-200-015, and 316-200-019:

"Yes" vote: passed

Minutes Acceptance: Minutes of Feb 2, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

APNs

316-100-045:

"Yes" vote: passed

Motion to approve staff recommendation No. 3, 4 and 5.

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

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

G. REPORTS

G.1. CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

(Informational Oral Presentation - not for Council action)

Mayor Gutierrez opened the agenda item for public comments, which were received from Sean Fortine (Box Springs water system) and Tom Jerele, Sr.(appreciated regional activities report and JPA presentation)

March Joint Powers Commission (JPC)

Mayor Gutierrez provided an update on the January 20, 2016 March Joint Powers Commission meeting.

The Joint Powers Commission reviewed and approved the Airport Capital Improvement Program that prioritizes projects to be submitted to the FAA for grant application funding.

We received an update on the JPA's legislative priorities and approved a trip by some Commissioners to advocate on behalf of the JPA's priorities, which include:

- Funding for infrastructure near the cemetery;
- Seeking a veterans' administration healthcare clinic; and
- Expressing the importance of the base to the surrounding communities, to help protect it from further downsizing and to encourage new missions to be assigned to March.

Finally, we approved a very limited cannabis cultivation ordinance to protect the JPA from new State legislation that could've threatened the JPA's local regulatory control of this important topic.

Riverside County Habitat Conservation Agency (RCHCA) - no report

Riverside County Transportation Commission (RCTC)

Mayor Gutierrez provided an update on RCTC

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

On January 7th, the Southern California Association of Governments (SCAG) submitted the six county transportation commissions' recommendations for the Metropolitan Planning Organization (MPO) ATP Cycle 2 to the California Transportation Commission (CTC). As previously reported, RCTC's recommended list included Moreno Valley's project to build a 1.4-mile segment of the Juan Bautista De Anza Trail from Iris Avenue to El Potrero Park. I am pleased to report that the CTC approved the \$1.4 million funding allocation allowing our project to move forward

Riverside Transit Agency (RTA)

Council Member Molina provided an update on RTA.

At the January 21st Special RTA meeting, the Board discussed Low Carbon Transit Operations Program (LCTOP) funding. This program is part of the Transit, Affordable Housing, and Sustainable Communities program established by Senate Bill 862. Projects built under this program must reduce greenhouse gases, provide benefits to Disadvantaged Communities, and be fully funded. For Fiscal Year 2016, RTA was apportioned \$1,087,073 of LCTOP funding which will be used to build the University of California, Riverside (UCR) Mobility Hub. UCR is one of the busiest transit destinations in the RTA network with roughly 25% of UCR students riding the bus. Implementation of the UCR Hub will provide an estimated annual operating and capital cost efficiency of about \$600,000 per year, greater service frequencies, and assist in meeting the Goals and Objectives of the UCR Mobility Plan, all of which will benefit our residents that use the bus to commute to and from UCR.

Western Riverside Council of Governments (WRCOG)

Mayor Pro Tem Giba provided an update on WRCOG

TUMF (Transportation Uniform Mitigation Fee)

- The Annual TUMF Program Jurisdiction Audits have been completed. To perform the audit WRCOG staff visited all participating jurisdictions / agencies, and expects the audit reports to be finalized and distributed to each jurisdiction for review in February 2016.

HERO Program

- Four additional cities and counties including the Cities of Brisbane and Greenfield, and the Counties of Butte and Kings unincorporated areas, were added into the Program Area. The HERO program continues to be an active Program and now includes approximately 290 cities and counties and growing. The public hearing regarding the inclusion of the Cities of Dos Palos and Gustine was continued to the March 7, 2016, Executive Committee meeting.

SCAG Regional Transportation Plan

With the public comment period closing on SCAG's updated RTP/SCS the Committee reviewed a draft comment letter. The letter reflects feedback collected from WRCOG's Planning Directors' Committee and outlines overall support of SCAG's plans. The letter further requests that SCAG take action to ensure accountability for the commitments made in the 2016 RTP/SCS document and that it publicize the availability of data collected for use by the public, particularly for agencies in the WRCOG sub region.

Fellowship Program

WRCOG plans to partner with University of California, Riverside (UCR) and California Baptist University (CBU) to launch a one-year pilot Fellowship Program. The goal of this Program is to retain local students in Western Riverside County to fulfill the sub region's needs for a robust public sector workforce and to combat what is often referred to as the "brain drain" that Riverside County experiences when local students graduate but then leave the region to seek full-time employment elsewhere. The Program will target students graduating from UCR and CBU and engage them in career opportunities with local governments and agencies.

Other Activities

As part of the LED Streetlight Program staff will host a lighting design kick-off meeting on January 27, 2016, at the City of Temecula Conference Center from 10:00 a.m. - 1:00 p.m. for jurisdictional engineers, planners, and public works staff.

Western Riverside County Regional Conservation Authority (RCA)

Council Member Jempson provided an update on RCA.

The Agency is continuing to work on efforts to enhance wildlife habitat within the habitat conservation areas through field work as well as collaboration with other agencies on conservation efforts and grants. As an example, the Agency recently coordinated with U.S. Fish and Wildlife Service and other agencies on a grant proposal to study California's mitigation guidelines for burrowing owls impacted by habitat development. The goal of the proposed study is to gain information on the effectiveness of burrowing owl relocations in Southern California and within the habitat area covered by the Agency. The grant application was submitted in late December.

Three representatives of the Regional Conservation Authority, including the Executive Director, participated in the first meeting of the National Habitat Conservation Planning Coalition in November. They were joined by more than 50 representatives of sponsors of habitat conservation plans across the country to share information and to organize for more effective representation of common interests.

School District/City Joint Task Force - no report

Southern California Association of Governments (SCAG)

Mayor Pro Tem Giba reported on SCAG

Mayor Pro Tem Giba reported he leaves from San Bernardino on the train at 6:30 a.m. to attend the SCAG meeting in Los Angeles. He encouraged the public to attend a SCAG meeting to learn more about Southern California regionally.

Box Springs Mutual Water District (BSMWD)

Council Member Jempson gave the update on Box Springs Mutual Water District.

Thanked the Council for giving her the authority to attend the meeting and vote; unfortunately there were not enough shareholders in attendance to conduct business, but there was a lot of discussion. Council Member Jempson stated she wanted her statement to be part of the record. *Because the Board of Directors are trying to follow their Bylaws, According to Roberts Rules of Order and the Brown Act.* Their Shareholders Meetings is the third Wednesday 7:30 every year, it's been that way for 20 some years. Please take note.

Box Springs Board of Directors meeting discussion was regarding the 12 inch pipe prior to repair of the road on Dracaea from Day Street to Edgemont. They also committed to Farragut Street will be getting some pipe work done; thanked the city and Box Springs Board for working together;

The water agency has applied for a Nitrate Removal System Grant; the agency is trying to improve things

There seems to be a lot of discussion with the cloudy water in Edgemont has been reported that there is nothing wrong with the water; it is fine to drink on behalf of the Board of Directors that a study was done. I am excited for the things that are being done in Edgemont. She is excited to see things moving forward.

G.2. PROPOSED PARTICIPATION IN PUBLIC SAFETY JOINT POWERS AUTHORITY FEASIBILITY STUDY WITH CONTRACT CITIES (Report of: City Manager)

Mayor Gutierrez opened the agenda item for public comments, which were received from Sean Fortine and Tom Jerele, Jr.

Recommendations: That the City Council:

- 1. Approve the City’s participation in a study to evaluate the feasibility of creating a Police Services Joint Powers Authority to manage the services of several cities that currently contract with the Riverside County Sheriff’s Department.
- 2. Authorize the City Manager to enter into a participation/cost sharing agreement.
- 3. Authorize a General Fund expenditure of not to exceed \$25,000.

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

G.3. APPROVE JOINT RESOLUTION NO. 2016-06 ESTABLISHING THE SUMMER AT CITY HALL PROGRAM (Report of: City Clerk)

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

Recommendations: That the City Council:

- 1. Approve Resolution No. 2016-06. A Joint Resolution of the City Council of the City of Moreno Valley, California, and Val Verde Unified School District Establishing the Summer at City Hall Program.

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

G.4. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

G.5. CITY ATTORNEY'S REPORT

(Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

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

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

H.3. ORDINANCES - URGENCY ORDINANCES - NONE

Minutes Acceptance: Minutes of Feb 2, 2016 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

H.4. RESOLUTIONS - NONE

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

Council Member Jempson

Appreciated the ride-along with Chief Ontiveros and Ahmad Ansari, Public Works/City Engineer

Encouraged Co-Council to do a ride-along; recalled two separate incidents where public safety assisted the public with saving lives and counseling distraught family members; will never advocate for cuts in public safety

Traffic is requesting a ride-along and she will be at the next checkpoint; is appreciative that they want to talk to Council Members

Reported on Habitat for Humanity event, Mayor Gutierrez, Council Member Molina and myself were in attendance; Thankful for the city staff and Habitat for Humanity; eight homes were built; these houses were amazing; seven families were overjoyed; Roberts Way is the name of the area where the homes are being built; thankful for the outcome

Reported on Edgemont - the grading has begun with Edgemont and Eucalyptus where the apartment complex is being built; Edgemont Elementary is going to be replaced starting in June, there is going to be a lot of activity; adding to the value to the community

Did attend the Toastmasters Ribbon Cutting and the Moreno Valley Black Chambers of Commerce recognizing Black History Month

On February 11, there is going to be a *Living History Day* that 100 Moreno Valley and surrounding residents that will be talking to the students and telling them about the past, this ties into Black History Month

Boys and Girls Club is joining forces for the past year, the steering committee has been working hard on bringing a Boys and Girls Club; It is called the Moreno Valley Community Coalition Community Council that will fall under the Greater Riverside/Redlands, Boys and Girls Club

February 18th will bring together some of the key people who want to make a difference and in March we are going to have a big event with announcements

Feb 12, African American Coalition having their Red, Black and Green Ball net proceeds are going towards the *Black Baccalaureate*; if you need tickets please see the Council Member.

Council Member Molina
Happy Ground Hog Day

Reported on Riverside Regional Medical Center now renamed Riverside University Health Systems attended the unveiling as did Mayor Pro Tem Giba, exciting to see what the hospital will look like; best trauma centers in the nation; networks with Loma Linda and other hospitals

Attended the Non-profit Round Table and Town Hall meeting on strategic planning, someone mentioned that they had 47 suggestions; a lot came down to jobs, and public safety; we need to know what the community wants

Encouraged more Town Hall meetings; city does need its identity and we need to be united in the city and region

Commended the Habitat for Humanity event

Council Member Price

Thanked all the residents that write or call in with issues and concerns; appreciates the residents

Attended along with Council the Chamber of Commerce, congratulated General Muncy as Citizen of the Year; Robert Thin with Tarbell Realty as small business of the year; Steer 'n Stein for medium business of the year; and the Riverside Medical Group for the large business of the year, they contribute significantly to Moreno Valley and their involvement with the Chamber and community, everyone who was nominated are winners

Attended Adelante outstanding meeting with 40 or 50 people in attendance; Moreno Valley High School is starting a Mariachi program; looking forward to it.

Also attended the Black Chamber event with Council Member Jempson; Roz Carter former employee was recognized for her outstanding work and years of dedication, very proud of Roz as she was an outstanding employee

Was unable to attend the Riverside University Health Systems ground breaking, but did meet with them that week; is excited about the hospital campus being built

Attended the League of California cities policy committee for community services; the hot topic was marijuana dispensaries, very interesting discussion

Moreno Valley had their State of the District; highlighted all their outstanding events; congratulated the school district

Next Saturday, Coffee with a Council Member; Mike Lee will be in attendance; will be held at the Cupcake Expresso Bar

Thanked staff for their hard work

Mayor Pro Tem Giba

Attended Adelante and Wake-Up Moreno Valley; very honored to deliver the opening speech at Riverside University of Health Systems; is a number one stroke center

March 2th Riverside County State of the Education address with Ken Young will be March 2 at the Palm Springs Convention center and March 9 at the Riverside Convention Center; a wonderful event

Appointed to a one year term to the Revenue Taxation Policy Committee by the California League of Cities; is honored to be appointed

Student program developed with the city and schools offers students an opportunity to complete their 40 hours of community service

Saturday is the Career camp for kids at Towngate Elementary School

Hiking with the trails committee, encouraged the public to participate

Mayor Gutierrez

Attended Habitat for Humanity; eight quality homes built; if we could reduce the blight it could help reduce the crime

“Meet and Greets” with staff and is holding *“Meet and Greets”* for the public every other Friday

Thanked the residents for participating in the strategic planning, over 150 residents that attended; you can vote to prioritize

Encourage residents to go through Moval.org to cast their vote

Thanked the Council for their support the youth program

Congratulate Riverside University Health Systems which is expanding in the community and creating jobs

Working with staff, hire Moval; incentives for large businesses to hire Moreno Valley residents

ADJOURNMENT

There being no further business to conduct the Regular Meeting was adjourned at 8:20 p.m.

Submitted by:

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

Approved by:

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



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: March 1, 2016

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Reports on Reimbursable Activities for the period of January 22 – February 18, 2016.

<i>Reports on Reimbursable Activities</i>			
January 22 – February 18, 2016			
Council Member	Date	Meeting	Cost
Jeffrey J. Giba	1/22/16	Moreno Valley Chamber Citizen of the Year Dinner	\$75.00
	1/27/16	Wake Up Moreno Valley	\$15.00
	1/29/16	2016 Inland Empire Economic Forecast	\$90.00
	2/2/16	Adelante	\$10.00
Dr. Yxstian A. Gutierrez	1/22/16	Moreno Valley Chamber Citizen of the Year Dinner	\$75.00
	2/6/16	The 452d Air Mobility Wing Annual Awards Banquet	\$45.00
George E. Price	1/22/16	Moreno Valley Chamber Citizen of the Year Dinner	\$75.00
	1/27/16	Wake Up Moreno Valley	\$15.00
	2/2/16	Adelante	\$10.00

Jesse L. Molina	1/22/16	Moreno Valley Chamber Citizen of the Year Dinner	\$75.00
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NOTIFICATION

Publication of Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Kathy Gross
Acting Executive Assistant to Mayor/City Council

Department Head Approval:
Jane Halstead, CMC
City Clerk

CITY COUNCIL GOALS

None

ATTACHMENTS

None

APPROVALS

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



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: March 1, 2016

TITLE: FIFTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX CONSULTING SERVICES

RECOMMENDED ACTION

Recommendations:

1. Approve the Fifth Amendment to the Agreement for Professional Consultant Services Project No. Special Districts 2014-15 Levy CFD/LLD/LMD with Willdan Financial Services, 27368 Via Industria, Suite 110, Temecula, CA 92590-4856 to provide special tax consulting services.
2. Authorize the City Manager to execute the Fifth Amendment with Willdan Financial Services.
3. Authorize the issuance of a change to the Purchase Order in the amount of \$62,300 for fiscal year (FY) 2015/16 to Willdan Financial Services and an increase to the not-to-exceed amount of the Agreement to \$193,795.
4. Authorize the City Manager to execute subsequent amendments to the Agreement, including the authority to approve purchase orders in accordance with the terms of the Agreement, provided sufficient funding appropriations have been granted by the City Council.

SUMMARY

This report recommends approving a proposed Fifth Amendment to the Agreement with Willdan Financial Services (the "Consultant") for special tax consulting services. The amendment will allow for modifications to existing financing districts and continue with implementation of Best Management Practices to provide a stable revenue base for services provided to the community.

Proposed services include modification of the rate and method of apportionment of special tax (RMA) to add new tax area areas to Community Facilities District (CFD) No. 1 (Park Maintenance), CFD No. 2014-01 (Maintenance Services) and the formation of a new or modification to an existing CFD for the NPDES program. The proposal also provides for modification to the RMA for CFD No. 7, Improvement Area 1 (IA1), at the request of the property owners.

DISCUSSION

In August 2013, the Council conducted a study session to discuss Best Management Practices for its financing districts. In February 2014, the City entered into an Agreement for Professional Consultant Services (the “Agreement”) with the Consultant to provide special tax and assessment engineering services. The Consultant was selected after a competitive Request for Quote process in December 2012.

The Agreement provided services for the formation of CFD No. 2014-01 (Maintenance Services) for new development to use to fund ongoing costs related to street lighting and maintenance of public landscaping, and creation of Lighting Maintenance District No. 2014-01 (LMD No. 2014-01) for residential street lights (formerly Zone B) and Landscape Maintenance District No. 2014-02 (LMD No. 2014-02) for public landscape maintenance (former certain Zone Es). These services were completed in May 2014. The Agreement has been amended four times as summarized below:

Date	Scope of Services	Cost
Agreement Feb. 10, 2014	Establish a maintenance CFD for new development	\$19,500
	Establish a CFD for channel maintenance for a specific development	\$14,500
	Convert Zone B (residential street lighting) to a Lighting Maint. District	\$15,000
	Convert certain Zone Es (landscape maint.) to a Landscape Maint. District	\$24,000
	Agreement Total	\$73,000
1st Amendment July 24, 2014	Delete unused channel maintenance CFD	\$(12,205)
	Amend CFD No. 2014-01 RMA (separate tax rate areas)	\$8,000
	Agreement Total with First Amendment	\$68,795
2nd Amendment Nov. 19, 2014	Amend RMA for CFD No. 2014-01 and future annexation area boundary map (add commercial, industrial and multi-family development tax rate and expand residential development tax rate)	\$8,200
	Agreement Total with Second Amendment	\$76,995
3rd Amendment Mar. 26, 2015	Prepare LMD No. 2014-01 & LMD No. 2014-02 Annual Reports for FY 2015/16 levy	\$13,000
	Prepare Engineer’s Report to Annex Zone 09 (Tract 27251) into LMD No. 2014-02	\$8,500
	Professional services (consultation and map preparation)*	\$13,000
	Agreement Total with Third Amendment	\$111,495
4th Amendment Council Action Feb. 16, 2016	Prepare LMD No. 2014-01 & LMD No. 2014-02 Annual Report for FY 2016/17 levy*	\$13,000
	Prepare Engineer’s Report to Increase Assessment for Zone 04 of LMD No. 2014-02*	\$7,000
	Agreement as Amended to Date	\$131,495
*All projects through the 3 rd Amendment have been completed with the exception of consultation and map and report preparation, which are ongoing services. Work related to the 4 th Amendment is underway.		

The City wishes to further expand the Scope of Services to:

- 1) Amend the RMA for CFD No. 2014-01 (Maintenance Services) to include tax rate areas for repayment of construction costs for installation of landscaping in the public right-of-way in connection with the proposed landscape beautification program (\$20,300);
- 2) Amend the RMA for CFD No. 1 (Park Maintenance) to include tax rate areas for new development of commercial and industrial parcels (\$11,500);
- 3) Establish a new CFD or amend the RMA for CFD No. 2014-01 (Maintenance Services) to include a tax rate area to fund National Pollutant Discharge Elimination System (NPDES) expenses for new development in the City (\$17,500); and
- 4) Amend the RMA and provide special tax consulting services related to the sale of bonds for CFD No. 7, IA1 at the request of the property owners (\$13,000). CFD No. 7, IA1 is in the southwestern part of the City and is generally located between Heacock St., Cardinal Ave., Indian St., and Nandina Ave. (see Attachment 7 for map of area).

The cost for the proposed Fifth Amendment is \$62,300, increasing the not-to-exceed amount of the Agreement from \$131,495 to \$193,795. The Finance Subcommittee reviewed this item during its February 10, 2016 meeting.

Staff requests the City Council authorize the City Manager to execute the Fifth Amendment and approve any future amendments subject to satisfactory performance by the Consultant for services performed, approval of the City Attorney, and City Council approval of funding.

ALTERNATIVES

1. Approve the Fifth Amendment to the Agreement with Consultant for special tax consulting services. *This alternative will provide for stabilization of existing revenue sources for park maintenance and the NPDES program. Additionally, approval of this Amendment will provide a financing tool necessary for installing public landscaping in the parkways of established neighborhoods and for special tax consulting services related to the sale of bonds in CFD No. 7, IA1*
2. Do not approve the Fifth Amendment to the Agreement. *This alternative will prevent the stabilization of revenue sources for park maintenance and the NPDES program, prevent the use of CFD 2014-01 (Maintenance Services) for the installation of landscape improvements, and prevent the issuance of bonds for CFD No. 7, IA1.*

FISCAL IMPACT

Costs for services related to the RMA amendments for CFD No. 1 (Park Maintenance), the NPDES CFD, and CFD No. 2014-01 (Maintenance Services) are \$49,300. Funds to cover the costs are available in the FY 2015/16 Adopted Budget, as part of the professional services object code (620299) in Fund 2006. The Developer for CFD No. 7, IA1 has executed an Advanced Funding Agreement and made a deposit to fund expenses related to the modification of the RMA for that CFD. There is no fiscal impact on the General Fund for approving the Fifth Amendment to the Agreement.

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared by:
Jennifer Terry,
Senior Management Analyst

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

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.

ATTACHMENTS

1. 5th Amendment
2. 4th Amendment
3. 3rd Amendment
4. 2nd Amendment
5. 1st Amendment
6. Original Agreement
7. CFD No. 7 Boundary Map

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/12/16 2:29 PM
City Attorney Approval	<u>✓ Approved</u>	2/08/16 10:18 AM
City Manager Approval	<u>✓ Approved</u>	2/17/16 3:00 PM

**FIFTH AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY
CFD/LLD/LMD FORMATIONS**

The Fifth Amendment to the Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as “City,” and Willdan Financial Services, (a California corporation), hereinafter referred to as “Consultant.” This Fifth Amendment to the Agreement as made and entered into becomes effective upon the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled “AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY CFD/LLD/LMD FORMATIONS,” hereinafter referred to as “Agreement,” dated February 10, 2014; and,

Whereas, the Consultant is providing Assessment Engineering and Special Tax Consulting Services; and,

Whereas, the Agreement was first amended on July 24, 2014 to modify the Scope of Services to: 1) amend the Rate and Method of Apportionment (RMA) for Community Facilities District (CFD) No. 2014-01 (Maintenance Services), which separated the public landscaping maintenance and operation of the street lighting program tax rate areas and 2) removed the remainder of the services for the formation of a CFD for channel maintenance for Tract 32515; and,

Whereas the Agreement was subsequently amended on November 19, 2014 to further modify the Scope of Services to amend the RMA for CFD No. 2014-01 (Maintenance Services) to include tax rate areas for public landscape maintenance and operation of street lighting for commercial, industrial, and multi-family developments and expanded the public landscape

maintenance tax rate areas for residential developments, as well as preparation of its future annexation area boundary map; and

Whereas, the Agreement was amended a third time on March 26, 2015 to further modify the scope of services to include preparation of: 1) the Assessment Engineer's Reports for Landscape and Lighting Maintenance Districts (LMD) No. 2014-01 and No. 2014-02 for the fiscal year (FY) 2015/16 levy; 2) the Assessment Engineer's Report to annex Tract 27251 into LMD 2014-02 as Zone 09; and 3) boundary maps for special financing districts and consultation on special district engineering services; and,

Whereas, the Agreement was amended a fourth time through City Council action on February 16, 2016 to further modify the scope of services to include preparation of: 1) the Assessment Engineer's Report for LMD No. 2014-01 & LMD No. 2014-02 for the FY 2016/17 levy; and 2) an Assessment Engineer's Report to increase the annual assessment for Zone 04 of LMD No. 2014-02; and

Whereas, it is desirable to amend the Agreement to expand the Scope of Services to be performed by the Consultant as is more particularly described in Section 1 of this Fifth Amendment and in the Consultant's Proposals attached hereto as Exhibit A; and

Whereas, it is desirable to amend the terms of payment of the Agreement to provide compensation for the expanded Scope of Services as more described in Exhibit A.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

- 1.1 The termination date of this Agreement is not extended by this Amendment.
- 1.2 Scope of Services: Amend the Agreement to expand the Scope of Services to:
 - 1) amend the RMA for CFD No. 2014-01 (Maintenance Services) to include tax rate areas for repayment of construction costs for installation of landscaping in the public right-of-way in connection with the proposed landscape beautification program; 2) amend the RMA for CFD

No. 1 (Park Maintenance) to include tax rate areas for new development of commercial and industrial parcels; 3) establish a new CFD or amend the RMA for CFD No. 2014-01 (Maintenance Services) to include a tax rate area to fund National Pollutant Discharge Elimination System (NPDES) expenses for new development in the City; and 4) amend the RMA and provide special tax consulting services related to the sale of bonds for CFD No. 7, Improvement Area 1.

1.3 The Consultant shall provide Special Tax Consulting Services for each of the projects as described in Exhibit A within the Consultant's scope of services.

1.4 The Agreement is hereby further amended by adding to the cost proposal section thereof described in Exhibit A.

1.5 The City agrees to pay the Consultant and the Consultant agrees to receive a Not-to-Exceed fee of \$62,300 for the additional work, as set forth in Exhibit A.

1.6 Terms of Payment: Amend the terms of payment to increase the Not-to-Exceed compensation by an additional \$62,300, increasing the total Agreement amount from \$131,495 to \$193,795, as summarized below:

Exhibit	5th Amendment Scope of Services	Cost
A-1	Amend the RMA for CFD No. 2014-01 (Maintenance Services) to include tax rate areas for repayment of construction costs for installation of landscaping in the public right-of-way	\$20,300
A-2	Amend the RMA for CFD No. 1 (Park Maintenance) to include tax rate areas for new development of commercial and industrial parcels	\$11,500
A-3	Establish a new CFD or amend the RMA for CFD No. 2014-01 (Maintenance Services) to include a tax rate area to fund NPDES expenses for new development	\$17,500
A-4	Amend the RMA and provide special tax consulting services related to the sale of bonds for CFD No. 7, Improvement Area 1 (includes an optional amount of \$2,000 for Special tax analysis and new tax rate development, if necessary)	\$13,000
Proposed 5th Amendment Costs		\$62,300
Agreement as Amended to Date		\$131,495
Total Cost		\$193,795

SECTION 2

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

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Willdan Financial Services

By: _____

By: _____

City Manager

Mark J. Risco

Title: President and CEO

Date: _____

Date: _____

INTERNAL USE ONLY

APPROVED AS TO FORM:

City Attorney

Date

By: _____

Title: _____

(Corporate Secretary)

Date: _____

RECOMMENDED FOR APPROVAL:

Department Head

Date

Attachment: 5th Amendment (1911 : FIFTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX

December 9, 2015

Ms. Candace Cassel
 Special Districts Division Manager
 City of Moreno Valley
 14325 Frederick Street, Suite 9
 Moreno Valley, California 92552

Via Email:
candacec@moval.org

RE: Letter Proposal to the City of Moreno Valley to Prepare an RMA Amendment and Provide Annexation Services for Community Facilities District 2014-01

Dear Ms. Cassel:

Willdan Financial Services ("Willdan") is pleased to present this letter proposal to amend the Rate and Method of Apportionment (RMA) and provide Community Facilities District (CFD) annexation services for CFD 2014-01. The following contains Willdan's proposed scope of services and budget.

Scope of Services

Outlined below are the steps necessary to amend the RMA for the CFD and to annex commercial property in the future. Willdan understands that the City or the City's legal counsel will create the applicable legal documents associated with this amendment. These documents include resolutions, the Public Hearing notice and election materials.

Scope of Work for Annexation and RMA Amendment Services

Willdan will perform the following tasks to annex parcels into the City's CFD using an amended RMA.

a. Project Kick Off to Resolution of Intention

- 1) Following receipt of the City's authorization to proceed, we hold a project kick-off conference call to discuss the annexation process and timeline with City staff, and identify any additional documents or information that may be needed. At the City's discretion, this discussion may include the developer/landowner and/or their representatives. As needed throughout the project, we will coordinate with City staff and with the developer(s), their consultant(s) and other outside agencies that may be directly involved in the project, to gather required information for the annexation proceedings.
- 2) Prepare the boundary map of the proposed annexation area that meets the requirements of the Community Facilities Act. An electronic copy of the final boundary map will be provided in PDF for the City's review.
- 3) Review the resolution approving the boundary map and resolution of intention.
- 4) Willdan will create an Amended RMA as outlined under: "Scope of Work for Developing an Amended RMA for Capital Improvements."
- 5) Once the map has been approved by City Council, Willdan will provide the amended CFD boundary map for recordation at the County.
- 6) Willdan will provide the City with an updated CFD boundary map showing the entire annexation for the City's records.

b. Review of Annexation Documents

- 1) Review Consent and Waiver forms, property owner ballots, and Public Hearing resolutions.

The required noticed publication of Public Hearing in the local newspaper is the responsibility of the City Clerk.

- 2) Review Notice of Special Tax Lien.

c. Intent Meeting/Public Hearing/Meeting Attendance

- 1) Willdan will attend the Intent Meeting and Public Hearing, in order to be available to answer questions associated with the annexation process. We will also attend up to one additional meeting.

Scope of Work for Developing an Amended RMA for New Developments

Willdan will perform the following tasks related to amending the RMA for the addition to address financing of specific landscaping capital improvement projects within CFD 2014-01. Any subsequent categories requiring amending the RMA would be covered under separate proposals.

a. Research

- 1) Gather and research development specific information that may facilitate an amended RMA for the existing CFD (including the type of developed property, its proposed uses, services, funding and improvements to be provided, and the boundaries of the affected parcels).
- 2) Work with City staff to develop and identify the anticipated full cost recovery budget and revenues that will be needed to fund the improvements and/or services being addressed by the amended RMA.
- 3) Create a database of parcels within the boundaries of the affected parcels, with appropriate land use and property ownership fields.
- 4) Develop a modified CFD special tax methodology and rate (RMA model) that addresses the specific improvements, property types and revenue needs associated with the proposed developments (annexation territory) that is not covered or adequately addressed in the current CFD structure and RMA.

b. Prepare an Amended Rate and Method of Apportionment of Special Tax

Willdan will prepare an amended RMA of Special Tax for the Resolution of Consideration.

Based on the preceding research, the affected parcel(s), improvement areas and services to be funded, and funding needs (revenues to be generated), Willdan will prepare the amended RMA of Special Tax for the Resolution of Consideration. To ensure that all considerations have been addressed, the proposed amended RMA will be discussed with the City.

Client Responsibilities

Willdan will rely on being able to obtain the following information from the City or the developer(s):

- Contact information for the developer/property owner, and specific contact person who will execute the petition, consent & waiver, and ballot documents.
- A listing of the properties to be included in the annexation area.
- Development of the anticipated budget funding plan and/or cost recovery plan (cost allocation plan) in order to develop an appropriate RMA.
- Information regarding current zoning, existing land uses, and proposed property development, as required.
- Timing of anticipated building permit issuance and home sales.
- Either electronically or in hard copy, various maps or diagrams of the new development, improvements, or surrounding properties as needed.
- As needed, assist with obtaining pertinent development information from the developer.
- Review and approve the draft reports and resolutions before the final documents are prepared for the Council packets. This review is typically performed by the City Attorney. Requested changes shall be submitted to Willdan in writing.

The City acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City, the County and developers and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Budget

Based on our proposed Scope of Services, we propose the following fee schedule. These fees and rates are subject to an annual increase, which will not exceed the most recent change in the annual Consumer Price Index (CPI) for the "All Urban Consumers" Los Angeles – Anaheim – Riverside – San Bernardino region, as calculated by the United States Bureau of Labor Statistics.

Scope of Services Fee Schedule	
Annexation with RMA Amendment	\$9,800 plus \$2,100 per RMA amendment scenario
Additional Meetings (Council, Staff, Committee, etc.)	\$200 per hour, \$600 minimum

Please note:

- Our fee will not be contingent upon the outcome of the annexation process.
- The City will be billed monthly on a percentage of project completion basis.
- Our fees include all direct expenses associated.

Ms. Candace Cassel, City of Moreno Valley
 Letter Proposal to Prepare an RMA Amendment and Provide Annexation Services for CFD 2014-01
 December 9, 2015
 Page 4

Additional Services

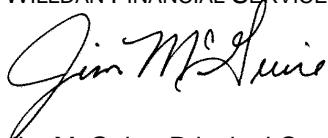
Additional services may be authorized by the City and will be billed at our then current hourly consulting rates. Our current hourly rates are:

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75

We appreciate this opportunity to continue to serve the City of Moreno Valley, and look forward to hearing from you. If you have any questions regarding our proposal, please contact me at (951) 587-3536 or via email at jmcguire@willdan.com.

Very truly yours,

WILLDAN FINANCIAL SERVICES



Jim McGuire, Principal Consultant
 District Administration Services

November 5, 2015

Ms. Candace Cassel
 Special Districts Division Manager
 City of Moreno Valley
 14325 Frederick Street, Suite 9
 Moreno Valley, California 92552

Via Email:
candacec@moval.org

RE: Letter Proposal to the City of Moreno Valley to Prepare an RMA Amendment and Provide Annexation Services for Community Facilities District 1

Dear Ms. Cassel:

Willdan Financial Services ("Willdan") is pleased to present this letter proposal to amend the Rate and Method of Apportionment (RMA) and provide Community Facilities District (CFD) annexation services for CFD 1. The following contains Willdan's proposed scope of services and budget.

Scope of Services

Outlined below are the steps necessary to amend the RMA for the CFD and to annex commercial property in the future. Willdan understands that the City's legal counsel will create the applicable legal documents associated with this amendment. These documents include resolutions, the public hearing notice and election materials.

Scope of Work for Annexation and RMA Amendment Services

Willdan will perform the following tasks to annex parcels into the City's CFD using an amended RMA.

a. Project Kick Off to Resolution of Intention

1) Project Kick-off

Following receipt of the City's authorization to proceed, we will discuss the annexation process and timeline with City staff, and identify any additional documents or information that may be needed. At the City's discretion, this discussion may include the developer/landowner and/or their representatives. As needed throughout the project, we will coordinate with City staff and with the developer(s), their consultant(s) and other outside agencies that may be directly involved in the project, to gather required information for the annexation proceedings.

- 2) Prepare boundary map of the proposed annexation area that meets the requirements of the Community Facilities Act. An electronic copy of the final boundary map will be provided in PDF for the City's review.
- 3) Review the resolution approving the boundary map and resolution of intention.
- 4) Willdan will create an Amended RMA as outlined under: "Scope of Work for Developing an Amended RMA for New Developments."
- 5) Once the map has been approved by City Council, Willdan will provide the amended CFD boundary map for recordation at the County.
- 6) Willdan will provide the City with an updated CFD boundary map showing the entire annexation for the City's records.

b. Review of Annexation Documents

- 1) Review Consent and Waiver forms, property owner ballots, and Public Hearing resolutions.

The required noticed publication of Public Hearing in the local newspaper is the responsibility of the City Clerk.

- 2) Review Notice of Special Tax Lien.

c. Intent Meeting/Public Hearing/Meeting Attendance

- 1) Willdan will attend the Intent Meeting and Public Hearing, in order to be available to answer questions associated with the annexation process. We will also attend up to one additional meeting.

Scope of Work for Developing an Amended RMA for New Developments

Willdan will perform the following tasks related to amending the RMA for the addition of a land use category for commercial properties within CFD 1. Any subsequent new land use categories requiring amending the RMA would be covered under separate proposals.

a. Research

- 1) Gather and research development specific information that may facilitate an amended RMA for the existing CFD (including the type of developed property, its proposed uses, services and improvement to be provided, and the boundaries of the affected parcels).
- 2) Work with City staff to develop and identify the anticipated full cost recovery budget and revenues that will be needed to fund the improvements and services being addressed by the amended RMA for the annexations of new developments.
- 3) Create a database of parcels within the boundaries of the affected parcels, with appropriate land use and property ownership fields.
- 4) Develop a modified CFD special tax methodology and rate (RMA model) that addresses the specific improvements, property types and revenue needs associated with the proposed developments (annexation territory) that is not covered or adequately addressed in the current CFD structure and RMA.

b. Prepare an Amended Rate and Method of Apportionment of Special Tax

Willdan will prepare an amended RMA of Special Tax for the Resolution of Consideration.

Based on the preceding research, the affected parcel(s), improvement areas and services to be funded, and funding needs (revenues to be generated), Willdan will prepare the amended RMA of Special Tax for the Resolution of Consideration. To ensure that all considerations have been addressed, the proposed amended RMA will be discussed with the City.

Client Responsibilities

Willdan will rely on being able to obtain the following information from the City or the developer(s):

- Contact information for the developer/property owner, and specific contact person who will execute the petition, consent & waiver, and ballot documents.
- A listing of the properties to be included in the annexation area.
- Information regarding current zoning, existing land uses, and proposed property development, as required.
- Timing of anticipated building permit issuance and home sales.
- Either electronically or in hard copy, various maps or diagrams of the new development, improvements, or surrounding properties as needed.
- As needed, assist with obtaining pertinent development information from the developer.
- Review and approve the draft reports and resolutions before the final documents are prepared for the Council packets. This review is typically performed by the City Attorney. Requested changes shall be submitted to Willdan in writing.

The City acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City, the County and developers and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Budget

Based on our proposed Scope of Services, we propose the following fee schedule. These fees and rates are subject to an annual increase, which will not exceed the most recent change in the annual Consumer Price Index (CPI) for the "All Urban Consumers" Los Angeles – Anaheim – Riverside – San Bernardino region, as calculated by the United States Bureau of Labor Statistics.

Scope of Services Fee Schedule	
Annexation with RMA Amendment	\$9,500 plus \$2,000 per RMA amendment scenario
Additional Meetings (Council, Staff, Committee, etc.)	\$200 per hour, \$600 minimum

Please note:

- Our fee will not be contingent upon the outcome of the annexation process.
- The City will be billed monthly on a percentage of project completion basis.
- Our fees include all direct expenses associated.

Ms. Candace Cassel, City of Moreno Valley
 Letter Proposal to Prepare an RMA Amendment and Provide Annexation Services for CFD 1
 November 5, 2015
 Page 4

Additional Services

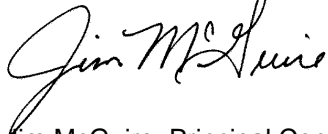
Additional services may be authorized by the City and will be billed at our then current hourly consulting rates. Our current hourly rates are:

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75

We appreciate this opportunity to continue to serve the City of Moreno Valley, and look forward to hearing from you. If you have any questions regarding our proposal, please contact me at (951) 587-3536 or via email at jmcguire@willdan.com.

Very truly yours,

WILLDAN FINANCIAL SERVICES



Jim McGuire, Principal Consultant
 District Administration Services

January 15, 2016

Ms. Candace Cassel
 Special Districts Division Manager
 City of Moreno Valley
 14325 Frederick Street, Suite 9
 Moreno Valley, California 92552

Via Email:
candacec@moval.org

RE: Letter Proposal to the City of Moreno Valley to Establish a New Community Facilities District or Prepare an RMA Amendment and Provide Annexation Services for CFD 2014-01 specific to NPDES Funding

Dear Ms. Cassel:

Willdan Financial Services (“Willdan”) is pleased to present this letter proposal to establish a new Community Facilities District (CFD) to fund National Pollutant Discharge Elimination System (NPDES) expenses for new development in the City of Moreno Valley (“City”) or to amend the Rate and Method of Apportionment (RMA) for CFD 2014-01 to include expenses specific to NPDES funding for new developments in the City. This proposal also includes related CFD annexation services for the first new development to be annexed to CFD 2014-01 for NPDES, if amended. Ultimately the RMA for NPDES will need to address the applicable NPDES special tax that might fund any combination of: a) on-site bio swale (or similar) operation and maintenance (O&M); b) on-site inspections; and c) collection system O&M, which might also require a breakdown of development specific facilities versus overall system facilities. Administrative costs would likely be built-in to the various tax rates.

The following outlines Willdan’s proposed scope of services and budget.

Scope of Services

Outlined below are the steps necessary to amend the RMA for CFD 2014-01 and to annex the first new development to the CFD for NPDES and as a separate scope, the steps to be provided for establishing a new CFD specifically for NPDES. In either case, Willdan understands that the City or the City’s legal counsel will create the applicable legal documents related to the project including; resolutions, the Public Hearing notice and election materials, as applicable.

For this project, it is anticipated that Willdan will attend up to three meetings: two City Council meetings to present the Resolution of Intention, Resolution of Formation, and the Public Hearing; and one Finance Subcommittee meeting, if requested.

Scope of Work for Annexation and RMA Amendment Services

Willdan will perform the following tasks to annex parcels (first new development) into the City’s CFD using an amended RMA.

a. Project Kick Off to Resolution of Intention

- 1) Following receipt of the City’s authorization to proceed, we hold a project kick-off conference call to discuss the annexation process and timeline with City staff, and identify any additional documents or information that may be needed. At the City’s discretion, this discussion may include the developer/landowner and/or their representatives. As needed throughout the project, we will coordinate with City staff and with the developer(s), their consultant(s) and other outside agencies that may be directly involved in the project, to gather required information for the annexation proceedings.

Ms. Candace Cassel, City of Moreno Valley

Letter Proposal to Prepare an RMA Amendment and Provide Annexation Services for CFD 2014-01 specific to NPDES Expenses

January 15, 2016

Page 2

- 2) Prepare the boundary map of the proposed annexation area that meets the requirements of the Community Facilities Act. An electronic copy of the final boundary map will be provided in PDF for the City's review.
- 3) Review the resolution approving the boundary map and resolution of intention.
- 4) Willdan will create an Amended RMA as outlined under: "Scope of Work for Developing an Amended RMA for Capital Improvements."
- 5) Once the map has been approved by City Council, Willdan will provide the amended CFD boundary map for recordation at the County.
- 6) Willdan will provide the City with an updated CFD boundary map showing the entire annexation for the City's records.

b. Review of Annexation Documents

- 1) Review Consent and Waiver forms, property owner ballots, and Public Hearing resolutions.

The required noticed publication of Public Hearing in the local newspaper is the responsibility of the City Clerk.

- 2) Review Notice of Special Tax Lien.

c. Intent Meeting/Public Hearing/Meeting Attendance

- 1) Willdan will attend the Intent Meeting and Public Hearing, in order to be available to answer questions associated with the annexation process. We will also attend up to one additional meeting.

Willdan will perform the following tasks related to amending the RMA to identify applicable NPDES funding within CFD 2014-01. Any subsequent categories requiring amending the RMA would be covered under separate proposals.

d. Research

- 1) Gather and research development specific information that may facilitate an amended RMA for the existing CFD (including the type of developed property, its proposed uses, services, funding and improvements to be provided, and the boundaries of the affected parcels).
- 2) Work with City staff to develop and identify the anticipated full cost recovery budget and revenues that will be needed to fund the improvements and/or services being addressed by the amended RMA.
- 3) Create a database of parcels within the boundaries of the affected parcels, with appropriate land use and property ownership fields.
- 4) Develop a modified CFD special tax methodology and rate (RMA model) that addresses the specific improvements, property types and revenue needs associated with the proposed developments (annexation territory) that is not covered or adequately addressed in the current CFD structure and RMA.

e. Prepare an Amended Rate and Method of Apportionment of Special Tax

Willdan will prepare an amended RMA of Special Tax for the Resolution of Consideration.

Based on the preceding research, the affected parcel(s), improvement areas and services to be funded, and funding needs (revenues to be generated), Willdan will prepare the amended RMA of Special Tax for

the Resolution of Consideration. To ensure that all considerations have been addressed, the proposed amended RMA will be discussed with the City.

Client Responsibilities

Willdan will rely on being able to obtain the following information from the City or the developer(s):

- Contact information for the developer/property owner, and specific contact person who will execute the petition, consent & waiver, and ballot documents.
- A listing of the properties to be included in the annexation area.
- Development of the anticipated budget funding plan and/or cost recovery plan (cost allocation plan) in order to develop an appropriate RMA.
- Information regarding current zoning, existing land uses, and proposed property development, as required.
- Timing of anticipated building permit issuance and home sales.
- Either electronically or in hard copy, various maps or diagrams of the new development, improvements, or surrounding properties as needed.
- As needed, assist with obtaining pertinent development information from the developer.
- Review and approve the draft reports and resolutions before the final documents are prepared for the Council packets. This review is typically performed by the City Attorney. Requested changes shall be submitted to Willdan in writing.

The City acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City, the County and developers and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Scope of Work for Formation of New CFD

If determined that the formation of a new CFD is a more viable option than amending the RMA for CFD 2014-01 and annexing parcels into this district, outlined below are the associated tasks.

a. Review the City's Goals and Policies

Willdan will review the City's existing CFD Goals and Policies, and identify possible modifications or areas for discussion with the City and finance team.

Willdan will consult with City staff to identify policy objectives for the CFD formation. We will provide the City the benefit of our experience throughout the state with CFD formations, and discuss with staff any possible enhancements to the existing Goals and Policies to ensure the feasibility of the CFD.

b. Rate and Method of Apportionment of Special Tax

An RMA of Special Tax will be prepared and, if necessary, will include improvement areas and/or tax zones that address variations in the NPDES services and improvements to be operated and maintained. By this means, NPDES costs for properties within the CFD will be equitably apportioned based on various combinations of a) on-site bio swale (or similar) O&M; b) on-site inspections; and c) collection system O&M, which might also require a breakdown of development specific facilities versus overall system facilities. The RMA will clearly describe the special tax methodology developed in the preceding step, the associated definitions, priority and method by which properties in the CFD will be taxed, the special tax

rates for each property type, and contain all other information (as required) by the Mello-Roos Community Facilities Act of 1982.

Willdan will prepare the boundary map that will eventually be recorded along with the Notice of Special Tax, as well as prepare necessary documents for the City Council meeting to adopt the Resolution of Intention, including the petition, RMA, and map.

c. Community Facilities District Report

Willdan will prepare a preliminary CFD Report that includes a description of the improvements and services to be funded, related cost estimates, incidental expenses, the RMA, and other information necessary to meet the requirements of the Mello-Roos Community Facilities Act. Willdan will present the CFD Report to the City Council and field questions received at the Public Hearing. The CFD Report will include the following components:

- A description of the proposed services to be funded;
- Cost estimates for services and improvements; and
- A projection and explanation of the annual special tax rates by special tax classification for each year that services are funded.

d. Document Review and Preparation

Willdan will assist your attorney in identifying pertinent legal issues and modifications necessary before the documents are implemented. If the City is unable to garner 100 percent consent waiver from the affected property owners and a regular special tax election is required, the City attorney will be responsible for preparing and coordinating the required impartial analysis and ballot arguments.

After successful formation of the CFD, Willdan will then coordinate the recordation of the “Notice of Special Tax Lien.”

Client Responsibilities

Willdan shall rely on obtaining from the City the following information:

- Copy of the City’s current CFD Goals & Policies.
- Information regarding property to be included in the CFD formation and potential future annexation areas.
- Information regarding tax rates to be imposed on development in accordance with negotiated agreements between the City and various developers.
- Detailed development or property information for proposed CFD boundaries, including GIS maps of proposed project area (if applicable).
- Information regarding services to be provided and their related cost estimates.
- Property owner information (as needed).

Budget

Based on our proposed Scope of Services, we propose the fee schedule outlined on the following page. These fees and rates are subject to an annual increase, which will not exceed the most recent change in the annual Consumer Price Index (CPI) for the “All Urban Consumers” Los Angeles – Anaheim – Riverside – San Bernardino region, as calculated by the United States Bureau of Labor Statistics.

Ms. Candace Cassel, City of Moreno Valley

Letter Proposal to Prepare an RMA Amendment and Provide Annexation Services for CFD 2014-01 specific to NPDES Expenses

January 15, 2016

Page 5

Scope of Services Fee Schedule	
First Annexation with RMA Amendment	Not-to-exceed \$17,500
Formation of a New CFD	Not-to-exceed \$14,500
Additional Meetings (Council, Staff, Committee, etc.)	\$200 per hour, \$600 minimum

Please note:

- Our fee will not be contingent upon the outcome of the formation/annexation process.
- The City will be billed monthly on a percentage of project completion basis.
- Our fees include all direct expenses associated.

Additional Services

Additional services may be authorized by the City and will be billed at our then current hourly consulting rates.

Our current hourly rates are:

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75

We appreciate this opportunity to continue to serve the City of Moreno Valley, and look forward to hearing from you. If you have any questions regarding our proposal, please contact me at (951) 587-3536 or via email at jmcguire@willdan.com.

Very truly yours,

WILLDAN FINANCIAL SERVICES



Jim McGuire, Principal Consultant
District Administration Services



February 2, 2016

Ms. Candace Cassel
 Special Districts Division Manager
 City of Moreno Valley
 14325 Frederick Street, Suite 9
 Moreno Valley, California 92552

Via Email:
candacec@moval.org

RE: Letter Proposal to the City of Moreno Valley to Provide RMA Amendment and Bond Issuance Support Services for CFD No. 7

Dear Ms. Cassel:

Following my conversations with Jennifer Terry at the City, Willdan Financial Services (“Willdan”) is pleased to present this letter proposal to amend the Rate and Method of Apportionment (RMA) and provide bond issuance support services for Community Facilities District (CFD) No. 7. The following contains Willdan’s proposed scope of services and budget.

Scope of Services

Outlined below are the steps necessary to amend the RMA for the CFD and to provide bond issuance support services. Willdan understands that the City’s legal counsel will create the applicable legal documents associated with this amendment. These documents typically include resolutions, petitions, waivers, public hearing notice, and election materials.

Scope of Work for Amended RMA

We have reviewed the memorandum from Orrick that summarizes the provisions and outstanding issues relative to the MOU between FR/Cal and I-215 Logistics (dated February 19, 2015). This MOU describes the adjustments to be made to CFD No. 7, specifically amendments to the two tax zones (and their rates) within Improvement Area 1 of the CFD, and describes the previous dissolution of Improvement Area No. 2. Willdan will perform the following tasks related to amending the RMA, boundary map and CFD Report to address the changes specified in the MOU.

a. Research

- 1) Gather and research development and improvement specific information that will be needed to prepare an amended RMA, updated boundary map and updated CFD Report. We will review the original formation documents and diagrams, as well as the MOU to determine the extent of the necessary information that will be needed (including but not limited to: the type and location of property, its proposed uses and ownership, improvements to be funded, and the boundaries of the affected parcels). We will discuss the proposed changes with the City, and legal counsel if necessary, to ensure our understanding of the proposed changes is complete.

- 2) Work with City staff to verify provisions, updated structure and methodology, language and definitions to include in the amended RMA in order to amend the two tax zones within Improvement Area No. 1, and to remove Improvement Area No. 2.the amended RMA.
- 3) Create a database of parcels within the boundaries of the affected areas, with appropriate land use and property ownership fields.
- 4) Develop a modified CFD special tax methodology and rates that address the specific improvements to be funded, property types and revenue needs associated with the proposed development and properties within the new proposed tax zone within Improvement Area No. 1.
- 5) Confirm with registrar of voters whether there are registered voters within the boundaries of the CFD.
- 6) **OPTIONAL:** If necessary, prepare updated special tax analysis to develop new and updated tax rates for Tax Zone 2, to the extent necessary to ensure adequate special tax revenue following the removal of the Alvaraz & Marsal parcel, and if necessary to provide additional tax coverage to fund the costs of issuance, and of completing these change proceedings.

b. Prepare an Amended Rate and Method of Apportionment of Special Tax

Willdan will prepare an amended RMA of Special Tax for the Resolution of Consideration.

Based on the preceding research and tasks, Willdan will prepare the amended RMA of Special Tax for the Resolution of Consideration.

The changes to the tax rates and language in the RMA will be made to provide for no future levy of taxes in association with Tax Zone 1 (in Improvement Area No. 1), and to reflect the updated configuration of Tax Zone 2 after removal of the Alvaraz & Marsal parcel. Adjustments will be made to ensure the appropriate priority and method for assigning the tax, and for updated prepayment provisions. Finally, if necessary, language will be updated to reflect the previous dissolution of Improvement Area No. 2. To ensure that all considerations have been addressed, the proposed amended RMA will be discussed with the City.

c. Prepare an Amended Boundary Map

Willdan will prepare an amended RMA of Special Tax for the Resolution of Consideration, and to be included in the updated CFD Report. The map will reflect the changes completed as part of this amendment.

d. Prepare an Updated CFD Report

Willdan will prepare an updated CFD Report that reflects the changes resulting from this amendment, and to be adopted at the Public Hearing.

e. Intent Meeting/Public Hearing/Meeting Attendance

Willdan will attend the Intent Meeting and Public Hearing, in order to be available to answer questions related to the amendment process.



Scope of Work for Bond Issuance Support

Willdan will participate in the creation and review of financing documents. Willdan will provide necessary expertise on POS and Official Statement (OS) development for the issuance of CFD bonds. Willdan will provide data analysis, support and documentation to support the proposed bond issuance, including the preparation of tables including property ownership, property values, proposed tax burdens and lien to value calculations.

Client Responsibilities

Willdan will rely on being able to obtain the following information from the City or the developer(s):

- Contact information for the developer/property owner, and specific contact person who will execute the petition, consent & waiver, and ballot documents.
- A listing of the properties to be included.
- Information regarding current zoning, existing land uses, and proposed property development, as required.
- Either electronically or in hard copy, various maps or diagrams of the new development, improvements, or surrounding properties as needed.
- As needed, assist with obtaining pertinent development information from the developer.
- Review and approve the draft reports and resolutions before the final documents are prepared for the Council packets. This review is typically performed by the City Attorney. Requested changes shall be submitted to Willdan in writing.

The City acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City, the County and developers and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Budget

Based on our proposed Scope of Services, we propose the following fee schedule. These fees and rates are subject to an annual increase, which will not exceed the most recent change in the annual Consumer Price Index (CPI) for the "All Urban Consumers" Los Angeles – Anaheim – Riverside – San Bernardino region, as calculated by the United States Bureau of Labor Statistics.

Scope of Services Fee Schedule	
RMA Amendment for changes to Tax Zones 1 & 2 within Improvement Area No. 1, and removal of Improvement Area 2 (all Tasks excluding OPTIONAL a.5)	\$6,900
Special tax analysis and new tax rate development if necessary (OPTIONAL Task a.6)	\$2,000
Bond Issuance Support Services	\$2,900
Additional Meetings (Board, Staff, Committee, etc.) if requested	\$200 per hour, \$600 minimum
Preparation of Amended Boundary Map	\$450 for first page, \$250 per additional page



Ms. Candace Cassel, City of Moreno Valley
 Letter Proposal to Provide RMA Amendment and Bond Issuance Support Services for CFD No. 7
 February 2, 2016
 Page 4

Please note:

- Our fee will not be contingent upon the outcome of the amendment process.
- The City will be billed monthly on a percentage of project completion basis.
- Our fees include all direct expenses associated with this service.

Additional Services

Additional services may be authorized by the City and will be billed at our then current hourly consulting rates. Our current hourly rates are:

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75

We appreciate this opportunity to continue to serve the City of Moreno Valley, and look forward to hearing from you. If you have any questions regarding our proposal, please contact me at (951) 587-3528 or via email at cfisher@willdan.com.

Very truly yours,

WILLDAN FINANCIAL SERVICES



Chris Fisher,
 Vice President - Group Manager
 Financial Consulting Services



**FOURTH AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY
CFD/LLD/LMD FORMATIONS**

The Fourth Amendment to the Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as “City,” and Willdan Financial Services, (a California corporation), hereinafter referred to as “Consultant.” This Fourth Amendment to the Agreement as made and entered into becomes effective upon the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled “AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY CFD/LLD/LMD FORMATIONS,” hereinafter referred to as “Agreement,” dated February 10, 2014; and,

Whereas, the Consultant is providing Assessment Engineering and Special Tax Consulting Services; and,

Whereas, the Agreement was first amended on July 24, 2014 to modify the Scope of Services to: 1) amend the Rate and Method of Apportionment (RMA) for Community Facilities District (CFD) No. 2014-01 (Maintenance Services), which separated the public landscaping maintenance and operation of the street lighting program tax rate areas and 2) removed the remainder of the services for the formation of a CFD for channel maintenance for Tract 32515; and,

Whereas the Agreement was subsequently amended on November 19, 2014 to further modify the Scope of Services to amend the RMA for CFD No. 2014-01 (Maintenance Services) to include tax rate areas for public landscape maintenance and operation of street lighting for commercial, industrial, and multi-family developments and expanded the public landscape

maintenance tax rate areas for residential developments, as well as preparation of its future annexation area boundary map; and

Whereas, the Agreement was amended a third time on March 26, 2015 to further modify the scope of services to include preparation of: 1) the Assessment Engineer's Reports for Landscape and Lighting Maintenance Districts (LMD) No. 2014-01 and No. 2014-02 for the fiscal year 2015/16 levy; 2) the Assessment Engineer's Report to annex Tract 27251 into LMD 2014-02 as Zone 09; and 3) boundary maps for special financing districts and consultation on special district engineering services; and,

Whereas, it is desirable to amend the Agreement to expand the Scope of Services to be performed by the Consultant as is more particularly described in Section 1 of this Fourth Amendment and in the Consultant's Proposals attached hereto as Exhibit A; and

Whereas, it is desirable to amend the terms of payment of the Agreement to provide compensation for the expanded Scope of Services as more described in Exhibit A.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

- 1.1 The termination date of this Agreement is not extended by this Amendment.
- 1.2 Scope of Services: Amend the Agreement to expand the Scope of Services to include preparation of: 1) the Assessment Engineer's Report for Zone 04 of LMD No. 2014-02 in connection with a mail ballot proceeding for the proposed assessment increase and 2) the Assessment Engineer's Reports for LMD No. 2014-01 and No. 2014-02 for the fiscal year 2016/17 levy.
- 1.3 The Consultant shall provide Assessment Engineering Services for each of the Districts as described in Exhibit A within the Consultant's scope of services.
- 1.4 The Agreement is hereby further amended by adding to the cost proposal section thereof described in Exhibit A

1.5 The City agrees to pay the Consultant and the Consultant agrees to receive a Not-to-Exceed fee of \$20,000 for the additional work, as set forth in Exhibit A.

1.6 Terms of Payment: Amend the terms of payment to increase the Not-to-Exceed compensation by an additional \$20,000, increasing the total Agreement amount from \$111,495 to \$131,495, as summarized below:

Exhibit	4th Amendment Scope of Services	Cost
A-1	Preparation of LMD No. 2014-02 Zone 04 Engineer's Report for a Proposed Increase in the Annual Assessment	\$7,000
A-2	LMD No. 2014-01 & 2014-02 Annual Engineer's Report Preparation for the FY 2016/17 levy	\$13,000
Proposed 4th Amendment Costs		\$20,000
Agreement as Amended to Date		\$111,495
Total Cost		\$131,495

SECTION 2

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

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Willdan Financial Services

By: _____

By: _____

City Manager

Mark J. Risco

Title: President and CEO

Date: _____

Date: _____

INTERNAL USE ONLY

APPROVED AS TO FORM:

City Attorney

Date

By: _____

Title: _____

(Corporate Secretary)

Date: _____

RECOMMENDED FOR APPROVAL:

Department Head

Date

Attachment: 4th Amendment (1911 : FIFTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX

November 4, 2015

Ms. Candace Cassel
Special Districts Division Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
Moreno Valley, California 92552

Re: *Proposal to Provide Landscaping and Lighting Act of 1972 District Engineer's Report Services to the City of Moreno Valley*

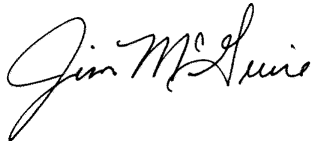
Dear Ms. Cassel:

Per our prior discussion, the following outlines Willdan Financial Services' (Willdan) scope of services and fee to prepare the Engineer's Report for Landscape Maintenance District No. 2014-2, Zone 4, in connection with the proposed assessment increase in accordance with the Landscaping and Lighting Act of 1972 and the provisions of the California Constitution Article XIII D (Proposition 218).

We appreciate this opportunity to continue to serve the City of Moreno Valley and look forward to hearing from you. Please feel free to contact me directly at (951) 587-3536 or via email at jmcquire@willdan.com if you have any questions regarding our proposal.

Sincerely,

Willdan Financial Services



Jim McGuire
Principal Consultant

Enclosure

Scope of Services

Project Overview

In May 2014, the Moreno Valley Community Services District formed Landscape Maintenance District No. 2014-02 ("District"), pursuant to the Landscaping and Lighting Act of 1972, California Streets and Highways Code Section 22500 *et seq.* (referenced as "1972 Act").

The territory within this District consists of lots and parcels of land that receive special benefits from the landscaping improvements maintained and funded by the District assessments. The boundaries of the District consist of benefit zones ("Zones"), each of which is associated with a set of landscape improvements. Each parcel within the District is assigned to a specific zone funding landscape maintenance services benefiting that parcel.

Willdan Financial Services ("Willdan") understands that the City of Moreno Valley ("City") has identified a need to increase the assessment for Zone 4.

Work Plan

Per your request, the following outlines the scope of services that Willdan would implement to assist the City with the preparation of an Engineer's Report for Zone 4 in connection with the proposed assessment increase.

We want to ensure that our scope of services is responsive to the City's needs and specific circumstances. Willdan will work with the City to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the project.

Task A: Assessment Development

Task A.1: Project Initiation

To address the City's needs, we propose to initiate the project by conducting an "all hands" kick-off conference call with City staff to discuss in detail the overall approach to the project and key dates and milestones for the project, as well as budget information provided by the City. This call should include all staff that will be directly involved in the various tasks associated with this project.

Task A.2: Prepare Updated Property and Ownership Information

Using most recent electronic parcel information and assessment data provided by the City, Willdan will update the parcel database for Zone 4 with the County Assessor's Office secured roll data currently available to identify any parcel discrepancies and to incorporate updated property ownership and mailing information. As needed, this information will be enhanced through parcel research and specific information provided by the City. This data will then be incorporated into our model to update and fully develop the appropriate assessments for each parcel. When finalized, this parcel specific data will be used to generate the assessment roll for the Engineer's Report, mailing data for any public outreach efforts, and ultimately the notice and ballots for the proposed increased assessment to be mailed to each affected property owner. When finalized, Willdan will provide the City with a copy of this database.

Task A.3: Review the Improvements and Zone Boundaries

Willdan will work with the City to update and fully develop the list of facilities and services to be funded by assessments within Zone 4. We will also identify recommended future changes to the Zone, including the potential annexation of properties that may benefit from the improvements but are not assessed.

Task A.4: Develop the Zone Budget

Willdan will work with City staff to identify and incorporate an accurate full cost recovery estimate for the improvements (including energy and maintenance costs; foreseeable capital projects; and long-term replacement and rehabilitation costs). Recognizing that there is inherently some general benefit associated with landscaping, we will work with the City and legal counsel to identify and separate those improvements and/or costs that are considered general benefit that may not have previously been considered. Also recognizing that the level of property owner support for an assessment may be less than the amount identified as special benefit, we will work the City staff to identify key elements of the budget that foster the greatest support, thereby creating a more targeted assessment and ultimately the amount of revenue to be generated.

Task A.5: Developing the Assessments

Based on the findings and discussions of the previous tasks, Willdan will develop and eventually finalize the cost allocation of the budgeted improvements within the Zone, the method of apportionment to be applied based on proportional special benefits, and ultimately the proposed assessments. As part of this process, we anticipate formulating two assessment scenarios (assessment models). The initial model and estimated assessments will be based on our prior related work with the City and updated parcel data from Task A.2, which may be used to gauge property owner support at an estimated assessment amount. The alternate assessment scenario will incorporate the fully developed zone structure, budget and method of apportionment.

Task B: Assessment Documentation

Task B.1: Prepare Engineer's Report

Based on the findings and discussions with the City completed in previous tasks, Willdan will prepare the Engineer's Report, Zone 4, for the proposed assessments and modifications (if applicable) specific to Zone 4 that will be presented to City Council. In accordance with the Landscaping and Lighting Act of 1972 and the provisions of the California Constitution (Proposition 218) this report will contain the following items:

- Plans and specifications that describe the Zone and improvements.
- Method of apportionment that outlines the special benefit conferred on properties within the Zone from the maintenance and the calculations used to establish each parcel's proportional special benefit assessment, as well as a description of the assessment range formula, establishing the maximum assessment rate in subsequent fiscal years.
- The budget that outlines the costs and expenses to provide maintenance, including incidental expenses authorized by the 1972 Act and establishes the

general benefit costs and the amount to be balloted as special benefit assessment.

- Assessment diagram that identifies the boundaries of the proposed district.
- The assessment roll which contains each Assessor Parcel Number and their proportional maximum assessment.
- An affidavit stating the report has been prepared by a professional engineer.

Prior to the scheduled Intent Meeting, Willdan will provide the City with an electronic copy of the Zone 4 Engineer's Report for City staff review and comment. When finalized with City staff, a final electronic version and two hardcopies of the report will be provided to the City that the City Clerk may incorporate into the Council agenda package. The proposed assessment roll that is typically incorporated into the Engineer's Report may be provided to the City as a separate document or electronic file.

Task B.2: Meetings and Support

The following are support services Willdan will provide to the City with respect to the assessment process:

- Attend the City Council Intent Meeting and be available to answer questions regarding the Zone 4 Engineer's Report for and the balloting process.
- At the City's request, Willdan will review and comment on the resolutions and staff reports prepared by the City or the City's legal counsel in connection with the proposed increased assessment proceedings (Intent Meeting and Public Hearing).
- After the initial presentation to the City Council (Intent Meeting), if necessary, update the Zone 4 Engineer's Report to reflect changes ordered by the City Council prior to the Public Hearing.

Client Responsibilities

We will rely on being able to obtain the following information from the City of Moreno Valley:

- Provide GIS shape files identifying the location of all landscaping.
- As needed, provide pertinent documentation associated with the maintenance, improvements, and budget information including, but not limited to capital expenditures to be funded by the assessments, City overhead, available funding from other sources that may be used to offset costs, as well as any legal opinions or comments associated with this project.
- Prepare internal memorandums, staff reports and other supporting documents necessary for City Council agendas.
- Arrange for any required publications notice of Council meetings or Public Hearings in the local newspaper.
- Review the draft reports before the final documents are prepared for the Council packets. This review will most certainly include City staff but should be closely reviewed by the City's legal counsel. Requested changes shall be submitted to Willdan in writing.

The City of Moreno Valley acknowledges that Willdan shall rely upon the accuracy of the information provided by the City and the County and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Fee for Services

Willdan will perform the tasks described in Scope of Services section for the fees outlined below.

Landscape Maintenance District No. 2014-2 Zone 4 Assessment Increase City of Moreno Valley	
Task A: Assessment Development	\$ 4,500
Task B: Assessment Documentation	2,500
Total	\$ 7,000

Notes:

- Our fee will not be contingent on the outcome of the increased assessments.
- Telephone conference calls are not considered “meetings” for the purpose of our proposal and are not limited by our scope of services.
- Additional tasks or meetings outside our proposed scope of work will require an additional fee.
- We will invoice the City of Moreno Valley monthly based on percentage of project completion.

Hourly Rates

Additional services to be provided by Willdan that are authorized by the City of Moreno Valley will be billed at our current hourly billing rates.

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75
Property Owner Services Representative	\$55
Support Staff	\$50



October 27, 2014

Ms. Candace Cassel
 Special Districts Division Manager
 City of Moreno Valley
 14325 Frederick Street, Suite 9
 Moreno Valley, California 92552

Via Email
candacec@moval.org

Re: *Proposal to Provide Annual Landscaping and Lighting District Administration Services to the Moreno Valley Community Services District (City)*

Dear Ms. Cassel:

Per our discussion, the following outlines Willdan Financial Services' (Willdan) scope of services and fee to provide Annual Landscaping and Lighting Maintenance Assessment District Administration Services for Lighting Maintenance District No. 2014-01 and Landscaping Maintenance District No. 2014-02.

We appreciate this opportunity to continue to serve the City of Moreno Valley, and look forward to hearing from you. Please feel free to contact me directly at (951) 587-3536, or via email at jmcquire@willdan.com if you have any questions regarding the attached information.

Very truly yours,

WILLDAN FINANCIAL SERVICES

Jim McGuire, Principal Consultant
 District Administration Services

Attachment: 4th Amendment (1911) : FIFTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX

Scope of Services

Landscaping and Lighting Assessment District Administration

As a part of this proposal for the annual update of the Engineer's Reports and annual assessment process for the City of Moreno Valley's Landscaping and Lighting Assessment Districts (Lighting Maintenance District No. 2014-01 and Landscaping Maintenance District No. 2014-02), Willdan Financial Services proposes to perform the following services:

1. Schedule an annual kick-off meeting with City staff to review the existing districts. Also identify and discuss changes to the districts for the upcoming fiscal year, including budget issues, possible annexations, modifications to the district improvements or service levels, as well as any legislative changes that may impact the districts.
2. Coordinate with City staff to establish the planned annual levy timeline, identifying key dates and timeframes for pertinent tasks throughout the levy process. This timeline may be adjusted (as needed) to address the City's scheduling requirements or proposed changes.
3. Review the district budgets provided by the City, and coordinate with City staff to assist with accurate cost-recovery accounting. Willdan will assist City staff in the preparation of the annual budget, and review the district budget to ensure the appropriate incorporation of maintenance contract costs, administrative expenses, material costs, capital costs, and other incidental costs. By this means, achieving maximum cost-to-benefit equity.
4. Maintain and update a parcel levy database by using parcel information from various sources. As new data becomes available, Willdan will continue to update the database and enhance data through parcel research using updated County secured roll information, the County parcel change database, County Assessor maps, various third-party resources, and specific information provided by the City (e.g., up-to-date map approval status, building permits, or certificate of occupancy data). Updates to the database will include those necessitated by the addition and/or removal of parcels, land subdivisions and merges, ownership and mailing address changes, and adjusted benefit unit information. This database will then become the source for the calculation of the annual assessments for the districts.
5. Utilize our MuniMagicSM software to calculate annual assessments (based upon assigned benefit) for parcels within the districts. This software is capable of handling complex assessment methodologies and formulas and calculating the annual assessments. The assessment information generated in MuniMagic can be easily exported to Microsoft Excel for the City and can also produce assessment files in the required format for submittal to the County Auditor/Controller's office.
6. Upon completion of the annual parcel and budget updates and review, provide the City with an electronic copy (Excel file) of the assessment roll to be incorporated into the Engineer's Reports for the City's review.
7. Prepare the Annual Engineer's Reports in accordance with the Landscaping and Lighting Act of 1972 and the provisions of California Constitution Article XIID (Proposition 218). These reports will include the following required items:
 - A general description of the district that may include key historical facts, zone designations, and discussion of district benefits.
 - A description of the plans and specification for the improvements (this may include a reference to documents on file at the City).
 - An estimate of the costs of the improvements (budget).
 - A description of the Method of Apportionment (assessment calculation).
 - A diagram of the district.

- An assessment of the estimated cost to each parcel.
 - An affidavit stating that a professional engineer has prepared the reports.
8. Upon completion of the draft Engineer's Reports provide to the City an electronic copy of the preliminary reports for review and comments on or before the date agreed upon in Task 2.
 9. After finalization of the reports with City staff, provide the City with an electronic copy of the Annual Engineer's Reports to be presented to the CSD Board of Directors at the scheduled meeting for adoption of the Resolution of Intention.
 10. At the City's request, prepare or review the resolutions to be adopted as part of the annual levy process, including but not limited to the Resolution Initiating Proceedings, the Resolution of Intention and the Resolution Confirming the Assessment Diagram and Ordering the Levy and Collection of Assessments for the fiscal year.
 11. Attend up to two (2) City staff meetings and two (2) City Council meetings (the meeting for adoption of the *Resolution of Intention* and public hearing).
 12. Prior to the scheduled public hearing, provide the City with two bound copies of each fully executed Engineer's Reports.
 13. Upon CSD Board of Director's adoption of the Annual Assessments, provide the City with an electronic copy (Excel file) of the assessment roll to be submitted to the County for placement on the annual property tax roll.
 14. Assist City staff with researching any assessment exceptions after receiving the County's parcel exceptions list. Update parcel number changes, then report the revised parcels and updated levy amounts to the City to be forwarded to the County. As necessary, Willdan will assist City staff with the preparation of additional County-required correspondences relating to the submittal, correction, or removal of assessments to the County tax roll.

Client Responsibilities

Willdan will rely on obtaining the following information from the City of Moreno Valley:

- Annual budget information, as well as estimated fund balances for landscaping and lighting operation, maintenance, and administration.
- Changes, modifications, or updates to the improvements described in the previous year's Engineer's Report.
- Reports, updated boundary/assessment diagrams and maps, data, or other information pertinent to this project (as needed).
- Publishing the public hearing notices in the local newspaper (as required by law), as well as the posting of these public hearing notices.
- Assist Willdan in obtaining pertinent development information (if needed).

The City of Moreno Valley acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City or their designees and that Willdan shall not be liable for any inaccuracies contained therein.

Cost Proposal

The not-to-exceed fees below reflect application of the scope of services. They are based on the effort that will be spent on average each year; and assume two (2) districts. As the work progresses, fees are payable on a **monthly** percentage-completion basis. The scope of service previously outlined and the corresponding fees below do not include services or fees related to the annexation of additional parcels or territories to the districts. Such services and fees will be addressed in a separate scope and fee proposal on a case by case basis. Additionally, costs associated with the purchase of data and maps from the Riverside County Assessor's Office are included in the fees listed below and will **not** be charged to the City. The annual administration fee for each succeeding year will be subject to an increase, which will not exceed the change in the annual Consumer Price Index (CPI) for the Los Angeles, Anaheim, Riverside, and San Bernardino areas, as calculated by the United States Department of Labor.

Services	No. of Parcels	Annual Fee
Lighting Maintenance District No. 2014-01	40,182	\$ 6,500
Landscape Maintenance District No. 2014-01	11,297	\$ 6,500

Reimbursable Expenses

Charges for meeting and consulting with the counsel, the City, or other parties regarding services not listed in the scope of work will be at our then-current hourly rates (see "Hourly Rates" section). In the event that a third party requests any documents, Willdan may charge such third party for providing said documents, in accordance with Willdan's applicable rate schedule.

Hourly Rates

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Title	Hourly Fee
Group Manager	\$ 210
Principal Consultant / Principal Engineer	200
Senior Project Manager	165
Project Manager	145
Senior Project Analyst	130
Senior Analyst	120
Analyst	100
Assistant Analyst	75
Property Owner Service Representatives	55
Support Staff	50

**THIRD AMENDMENT TO AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY
CFD/LLD/LMD FORMATIONS**

The Third Amendment to the Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Willdan Financial Services, (a California corporation), hereinafter referred to as "Consultant." This Third Amendment to the Agreement as made and entered into becomes effective upon the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY CFD/LLD/LMD FORMATIONS," hereinafter referred to as "Agreement," dated February 10, 2014; and,

Whereas, the Consultant is providing Assessment Engineering and Special Tax Consulting Services; and,

Whereas, the Agreement was first amended on July 24, 2014 to modify the Scope of Services to: 1) amend the Rate and Method of Apportionment (RMA) for the Community Facilities District (CFD) 2014-01 (Maintenance Services) which separated the public landscaping maintenance and operation of the street lighting program tax rate areas and 2) removed services for the formation of channel maintenance CFD for Tract 32515; and,

Whereas the Agreement was subsequently amended on November 19, 2014 to further modify the Scope of Services to amend the RMA for CFD 2014-01 (Maintenance Services) to include tax rate areas for public landscape maintenance and operation of street lighting for commercial, industrial and multi-family developments and expanded the public landscape

maintenance tax rate areas for residential developments, as well as preparation of its future annexation area boundary map; and,

Whereas, it is desirable to amend the Agreement to expand the Scope of Services to be performed by the Consultant as is more particularly described in Section 1 of this Third Amendment and in the Consultant's Proposals attached hereto as "Exhibit A" and incorporated herein by this reference.

Whereas, it is desirable to amend the terms of payment of the Agreement to provide additional compensation for the expanded Scope of Services as more described in Exhibit A.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 Scope of Services: Amend the Agreement to expand the Scope of Services to include preparation of the: Assessment Engineer's Report for LMD 2014-01 and 2014-02 for the fiscal year 2015/16 property tax levy; Assessment Engineer's Report to annex Tract 27251 into LMD 2014-02 as Zone 09; and boundary maps for special financing districts and for consultation on special district engineering services.

1.2 Terms of Payment: Amend the terms of payment to increase the not exceed compensation by an additional \$34,500, increasing the total Agreement amount from \$76,995 to \$111,495, as summarized below:

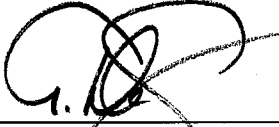
3rd Amendment Scope of Services	Cost
LMD 2014-01 & 02 Annual Report Preparation for FY 2015/16	\$13,000
LMD 2014-02, Zone 09 Annexation for Tract 27251	\$8,500
Professional services (consultation and map preparation)	\$13,000
Proposed 3rd Amendment Costs	\$34,500
Agreement as Amended	\$76,995
Total Cost	\$111,495


SECTION 2

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

SIGNATURE PAGE TO FOLLOW

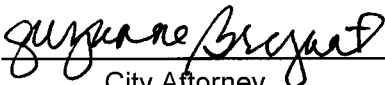
IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.


City of Moreno Valley
By: 
City Manager
Date: 3.26.15

Willdan Financial Services
By: 
Mark J. Risco
Title: President and CEO
Date: February 27, 2015

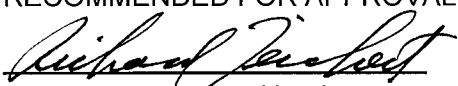
INTERNAL USE ONLY

APPROVED AS TO FORM:


City Attorney
3.23.15
Date

By: 
Title: SECRETARY
(Corporate Secretary)
Date: 3/3/15

RECOMMENDED FOR APPROVAL:


Department Head
3/25/15
Date

Attachment: 3rd Amendment (1911 : FIFTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX



February 17, 2015

Ms. Candace Cassel
Special Districts Division Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
Moreno Valley, California 92552

Via Email:
candacec@moval.org

RE: Letter Proposal to the City of Moreno Valley to Provide On-Call Services

Dear Ms. Cassel:

Willdan Financial Services ("Willdan") is pleased to present this letter proposal in regard to on-call services related to special district engineering services, including boundary map preparation. It is anticipated that on-call services will include Willdan's assistance with services falling outside of, or in addition to, the preparation of the annual report for FY 2015/16, conversion of specific CSD zones, and the formation of 1972 Act district zones and Community Facilities Districts (CFD).

As part of these services, Willdan proposes to prepare, as needed, the required boundary maps for the City's CFDs and/or formation/annexation proceedings for the 1972 Act districts, which meet the requirements of the applicable legislative statute. An electronic copy of the boundary map will be provided in PDF format for the City's review. Upon City's approval, Willdan will prepare and provide the final boundary map(s) for recordation at the County (as applicable).

We propose to provide on-call services, as are authorized by the City, for the not-to-exceed amount of \$13,000. These services will be billed at our then current hourly consulting rates, which are outlined below.

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75

The fee associated with the preparation of a boundary map is \$450 for the first page and \$250 per additional page.

We appreciate this opportunity to continue to assist the City of Moreno Valley, and look forward to hearing from you. If you have any questions regarding our proposal, please contact me at (951) 587-3536 or via email at jmcguire@willdan.com.

Very truly yours,

WILLDAN FINANCIAL SERVICES

Jim McGuire, Principal Consultant
District Administration Services

Attachment: 3rd Amendment (1911) : FIFTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX



February 12, 2015

Ms. Candace Cassel
 Special Districts Division Manager
 City of Moreno Valley
 14325 Frederick Street, Suite 9
 Moreno Valley, California 92552

Re: Proposal to Provide Assessment Engineering Services to the City of Moreno Valley for the Conversion of Tract # 27251 to LMD 2014-02, Zone 9

Dear Ms. Cassel:

Per our prior discussion, the following outlines Willdan Financial Services' (Willdan) proposal to provide Assessment Engineering Services to the City of Moreno Valley for the annexation of Tract #27251, currently part of the Community Services District Zone D, to Landscape Maintenance District 2014-02, Zone 9.

We appreciate this opportunity to continue to serve the City and look forward to hearing from you. Please feel free to contact me directly at (951) 587-3536 or via email at jmcguire@willdan.com if you have any questions regarding the attached.

Sincerely,

Willdan Financial Services

A handwritten signature in black ink that reads 'Jim McGuire'. The signature is written in a cursive style.

Jim McGuire, Principal Consultant
 District Administration Services

Enclosure



Scope of Services

The following is Willdan Financial Services ("Willdan") scope of services to provide Assessment Engineering Services to the City of Moreno Valley ("City"). Willdan understands that the City wishes to convert Tract # 27251 from Community Services District (CSD) Zone D and annex this particular area to Landscape Maintenance District (LMD) 2014-02, which will establish Zone 9 within the LMD. We anticipate that the proposed assessments will result in an increase to the existing CSD Zone D assessments.

We want to ensure that our scope is responsive to the City's needs and specific circumstances. Willdan will work with the City to revise the tasks based on input prior to receipt of a notice to proceed, and as needed during the course of the project.

Work Plan

Task 1: Prepare Updated Property and Ownership Information

Using base electronic parcel information, for parcels in Tract # 27251, Willdan will update the parcel database with the County Assessor's Office secured roll data currently available to identify any parcel discrepancies and to incorporate updated property changes, proposed property development, and ownership and mailing information. This information will be enhanced through parcel research and specific information provided by the City. This data will then be incorporated into our model to update and fully develop the appropriate method of apportionment and assessments for each parcel. When finalized, this parcel specific data will be used to generate the assessment roll for the Engineer's Report. We will provide the City with a copy of this database.

Task 2: Develop the Improvement Budget

Willdan will work with City staff to identify and incorporate an accurate full cost recovery estimate for the improvements (including annual maintenance costs and utilities; foreseeable capital projects; and long-term replacement and rehabilitation costs). Recognizing that there is inherently some general benefit associated with landscaping and lighting, we will work with the City to clearly identify and separate those improvements and/or costs that are considered general benefit and those costs that may be assessed as special benefit.

Task 3: Developing the Assessments

Based on the findings and discussions of the previous tasks, Willdan will review the assessment amounts currently levied within Zone D to be converted, the cost allocation of the budgeted improvements, and the method of apportionment to be applied for the development of Zone 9 within LMD 2014-02 based on proportional special benefits.

Ultimately, the district structure, the budget, the method of apportionment, and assessments that are finalized with City staff will be incorporated into the Engineer's Report.



Task 4: Prepare Engineer's Report

In accordance with the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution (Proposition 218), Willdan will prepare a separate Engineer's Report for the assessments and modifications that will be presented to City Council, including the following items:

- Plans and specifications that describe the ongoing maintenance and operation of the landscaping/lighting to be maintained.
- Method of apportionment that outlines the special benefit conferred on properties within the proposed area to be annexed from the maintenance and the calculations used to establish each parcel's proportional special benefit assessment. As well as a description of the assessment range formula, if applicable, establishing the maximum assessment rate in subsequent fiscal years.
- The budget that outlines the costs and expenses to provide maintenance, including incidental expenses authorized by the 1972 Act.
- Assessment diagram that identifies the boundaries of the area to be annexed to LMD 2014-02.
- The assessment roll which contains each Assessor Parcel Number and their proportional maximum assessment.
- An affidavit stating the report has been prepared by a professional engineer.

Prior to the scheduled Intent Meeting, Willdan will provide the City with an electronic copy of the Engineer's Report for City staff review and comment. When finalized with City staff, a final electronic version and two hardcopies of the report will be provided to the City that the City Clerk may incorporate into the Council agenda package. The proposed assessment roll that is typically incorporated into the Engineer's Report may be provided to the City as a separate document or electronic file.

Task 5: Prepare Resolutions

Willdan anticipates that the following resolutions for this project will be drafted by the City's legal advisor.

- **Intent Meeting Resolutions:**
 - Resolution Initiating Proceedings, which calls for the preparation of the Engineer's Report; and
 - Resolution of Intention, which preliminarily approves the Engineer's Report; confirms the Board's intent to annex the territory to LMD 2014-02 and to levy assessments; sets the Public Hearing date; and calls for a property owner protest ballot for the proposed assessments.
- **Public Hearing Resolutions:**
 - Resolution declaring the results of the property owner balloting; and
 - Resolution approving the Engineer's Report, confirming the assessment diagram and assessments as approved, and ordering the levy and collection of assessments for the upcoming fiscal year.



Willdan will provide the City and/or legal counsel with data and information regarding the improvements and assessments that may be needed for preparation of the resolutions and staff reports. We will also be available to review and provide comments on the resolutions and staff reports as needed, prior to these documents being finalized for City Council action.

Task 6: Meetings and Support

The following are support services Willdan will provide to the City with respect to the assessment process.

- Attend the Intent Meeting and be available to answer questions regarding the Engineer's Report and Proposition 218.
- After the initial presentation to the City Council (Intent Meeting), if necessary, update the Engineer's Report to reflect changes ordered by the City Council prior to the Public Hearing.
- Attend the Public Hearing and as needed assist the City Clerk or their designee with the tabulation of the protest ballots.

In total, Willdan will attend up to two meetings for this engagement in performance of the outlined scope of work. It is anticipated that meeting attendance will include attendance at the Intent Meeting and Public Hearing.

Task 7: Mailing of Notices and Ballots

Utilizing sample notices and ballots previously used by the City for new or increased CSD charges (template to be provided by the City) and documentation Willdan has utilized previously for similar projects, we will prepare a draft of the notice and ballot to be mailed to each property owner. A draft copy will be sent to the City for review and comment by City staff and the City's legal counsel. Based on written comments and edits received, a final sample of the documents will be prepared and provided to the City, prior to the actual printing of the documents. At the City's request, Willdan will print and mail the approved notices and ballots.

It is anticipated that the text of the notice will be the same for each affected parcel and will not contain parcel specific information. The ballots however will be mail merged to reflect the specific assessment and ownership information for each affected property.

City Responsibilities

We will rely on being able to obtain the following information from the City of Moreno Valley, in order to perform the previously identified tasks.

- As needed, provide pertinent documentation and/or electronic files (including GIS shape files) associated with the maintenance, improvements, and budget information; as well as property development plans and tract information.
- Prepare internal memorandums, staff reports and other supporting documents necessary for City Council agendas.
- Arrange for any required publications notice of Council meetings or Public Hearings in the local newspaper.
- Review the draft Engineer's Report, resolutions, notice and ballot before the final documents are prepared for the Council packets and/or mailing. This review will most certainly include City staff but should be closely reviewed by the City's legal counsel. Requested changes shall be submitted to Willdan in writing.



The City of Moreno Valley acknowledges that Willdan shall rely upon the accuracy of the information provided by the City and the County and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Legal Opinions. In preparing the Engineer's Report and notice and ballot, Willdan will provide our professional expertise. Since we do not practice law, we ask that the City's legal counsel review the documents.



Fee for Services

Willdan will perform the tasks outlined within the Scope of Services section for the **not-to-exceed fee of \$8,500.**

Please note the following:

- Our fee will not be contingent on the outcome of the annexation proceedings.
- It is anticipated that since the number of notices and ballots to be mailed will be less than 200, our quoted fee includes mailing costs (printing, processing and postage).
- We will invoice the City monthly based on percentage of the project completion.

Willdan Hourly Rates

Fees quoted by Willdan will be based upon our hourly rates, which are identified below.

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75
Property Owner Services Representative	\$55
Support Staff	\$50

Agreement for Professional Consultant Services
Annual Landscaping and Lighting District Administration Services
Engineer's Report



October 27, 2014

Ms. Candace Cassel
Special Districts Division Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
Moreno Valley, California 92552

Via Email
candacec@moval.org

Re: Proposal to Provide Annual Landscaping and Lighting District Administration Services to the Moreno Valley Community Services District (City)

Dear Ms. Cassel:

Per our discussion, the following outlines Willdan Financial Services' (Willdan) scope of services and fee to provide Annual Landscaping and Lighting Maintenance Assessment District Administration Services for Lighting Maintenance District No. 2014-01 and Landscaping Maintenance District No. 2014-02.

We appreciate this opportunity to continue to serve the City of Moreno Valley, and look forward to hearing from you. Please feel free to contact me directly at (951) 587-3536, or via email at jmcguire@willdan.com if you have any questions regarding the attached information.

Very truly yours,

WILLDAN FINANCIAL SERVICES

Jim McGuire, Principal Consultant
District Administration Services

Engineering and Planning | Energy Efficiency and Sustainability | Financial and Economic Consulting | National Preparedness and Interoperability
951.587.3500 | 800.755.6884 | fax: 951.587.3510 | 27368 Via Industria, Suite 110, Temecula, California 92590-4856 | www.willdan.com

Attachment: 3rd Amendment (1911) : FIFTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX



Scope of Services

Landscaping and Lighting Assessment District Administration

As a part of this proposal for the annual update of the Engineer's Reports and annual assessment process for the City of Moreno Valley's Landscaping and Lighting Assessment Districts (Lighting Maintenance District No. 2014-01 and Landscaping Maintenance District No. 2014-02), Willdan Financial Services proposes to perform the following services:

1. Schedule an annual kick-off meeting with City staff to review the existing districts. Also identify and discuss changes to the districts for the upcoming fiscal year, including budget issues, possible annexations, modifications to the district improvements or service levels, as well as any legislative changes that may impact the districts.
2. Coordinate with City staff to establish the planned annual levy timeline, identifying key dates and timeframes for pertinent tasks throughout the levy process. This timeline may be adjusted (as needed) to address the City's scheduling requirements or proposed changes.
3. Review the district budgets provided by the City, and coordinate with City staff to assist with accurate cost-recovery accounting. Willdan will assist City staff in the preparation of the annual budget, and review the district budget to ensure the appropriate incorporation of maintenance contract costs, administrative expenses, material costs, capital costs, and other incidental costs. By this means, achieving maximum cost-to-benefit equity.
4. Maintain and update a parcel levy database by using parcel information from various sources. As new data becomes available, Willdan will continue to update the database and enhance data through parcel research using updated County secured roll information, the County parcel change database, County Assessor maps, various third-party resources, and specific information provided by the City (e.g., up-to-date map approval status, building permits, or certificate of occupancy data). Updates to the database will include those necessitated by the addition and/or removal of parcels, land subdivisions and merges, ownership and mailing address changes, and adjusted benefit unit information. This database will then become the source for the calculation of the annual assessments for the districts.
5. Utilize our MuniMagicSM software to calculate annual assessments (based upon assigned benefit) for parcels within the districts. This software is capable of handling complex assessment methodologies and formulas and calculating the annual assessments. The assessment information generated in MuniMagic can be easily exported to Microsoft Excel for the City and can also produce assessment files in the required format for submittal to the County Auditor/Controller's office.
6. Upon completion of the annual parcel and budget updates and review, provide the City with an electronic copy (Excel file) of the assessment roll to be incorporated into the Engineer's Reports for the City's review.
7. Prepare the Annual Engineer's Reports in accordance with the Landscaping and Lighting Act of 1972 and the provisions of California Constitution Article XIID (Proposition 218). These reports will include the following required items:
 - A general description of the district that may include key historical facts, zone designations, and discussion of district benefits.
 - A description of the plans and specification for the improvements (this may include a reference to documents on file at the City).
 - An estimate of the costs of the improvements (budget).
 - A description of the Method of Apportionment (assessment calculation).
 - A diagram of the district.

*Agreement for Professional Consultant Services
Annual Landscaping and Lighting District Administration Services
Engineer's Report*



- An assessment of the estimated cost to each parcel.
 - An affidavit stating that a professional engineer has prepared the reports.
8. Upon completion of the draft Engineer's Reports provide to the City an electronic copy of the preliminary reports for review and comments on or before the date agreed upon in Task 2.
 9. After finalization of the reports with City staff, provide the City with an electronic copy of the Annual Engineer's Reports to be presented to the CSD Board of Directors at the scheduled meeting for adoption of the Resolution of Intention.
 10. At the City's request, prepare or review the resolutions to be adopted as part of the annual levy process, including but not limited to the Resolution Initiating Proceedings, the Resolution of Intention and the Resolution Confirming the Assessment Diagram and Ordering the Levy and Collection of Assessments for the fiscal year.
 11. Attend up to two (2) City staff meetings and two (2) City Council meetings (the meeting for adoption of the *Resolution of Intention* and public hearing).
 12. Prior to the scheduled public hearing, provide the City with two bound copies of each fully executed Engineer's Reports.
 13. Upon CSD Board of Director's adoption of the Annual Assessments, provide the City with an electronic copy (Excel file) of the assessment roll to be submitted to the County for placement on the annual property tax roll.
 14. Assist City staff with researching any assessment exceptions after receiving the County's parcel exceptions list. Update parcel number changes, then report the revised parcels and updated levy amounts to the City to be forwarded to the County. As necessary, Willdan will assist City staff with the preparation of additional County-required correspondences relating to the submittal, correction, or removal of assessments to the County tax roll.

Client Responsibilities

Willdan will rely on obtaining the following information from the City of Moreno Valley:

- Annual budget information, as well as estimated fund balances for landscaping and lighting operation, maintenance, and administration.
- Changes, modifications, or updates to the improvements described in the previous year's Engineer's Report.
- Reports, updated boundary/assessment diagrams and maps, data, or other information pertinent to this project (as needed).
- Publishing the public hearing notices in the local newspaper (as required by law), as well as the posting of these public hearing notices.
- Assist Willdan in obtaining pertinent development information (if needed).

The City of Moreno Valley acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City or their designees and that Willdan shall not be liable for any inaccuracies contained therein.



Cost Proposal

The not-to-exceed fees below reflect application of the scope of services. They are based on the effort that will be spent on average each year, and assume two (2) districts. As the work progresses, fees are payable on a *monthly* percentage-completion basis. The scope of service previously outlined and the corresponding fees below do not include services or fees related to the annexation of additional parcels or territories to the districts. Such services and fees will be addressed in a separate scope and fee proposal on a case by case basis. Additionally, costs associated with the purchase of data and maps from the Riverside County Assessor's Office are included in the fees listed below and will **not** be charged to the City. The annual administration fee for each succeeding year will be subject to an increase, which will not exceed the change in the annual Consumer Price Index (CPI) for the Los Angeles, Anaheim, Riverside, and San Bernardino areas, as calculated by the United States Department of Labor.

Services	No. of Parcels	Annual Fee
Lighting Maintenance District No. 2014-01	40,182	\$ 6,500
Landscape Maintenance District No. 2014-01	11,297	\$ 6,500

Reimbursable Expenses

Charges for meeting and consulting with the counsel, the City, or other parties regarding services not listed in the scope of work will be at our then-current hourly rates (see "Hourly Rates" section). In the event that a third party requests any documents, Willdan may charge such third party for providing said documents, in accordance with Willdan's applicable rate schedule.

Hourly Rates

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Title	Hourly Fee
Group Manager	\$ 210
Principal Consultant / Principal Engineer	200
Senior Project Manager	165
Project Manager	145
Senior Project Analyst	130
Senior Analyst	120
Analyst	100
Assistant Analyst	75
Property Owner Service Representatives	55
Support Staff	50

**SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES
CFD/LLD/LMD FORMATIONS
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY**

This Second Amendment to the Agreement by and between the City of Moreno Valley, a municipal corporation, hereinafter referred to as "City," and Willdan Financial Services, Inc., a California corporation, hereinafter referred to as "Consultant" is made and entered into effective on the date signed by the City.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR CFD/LLD/LMD FORMATIONS," hereinafter referred to as "Agreement," dated February 10, 2014 for the purposes of providing Assessment Engineering and Special Tax Consulting Services.

Whereas, a First Amendment to the Agreement was executed on July 24, 2014, to establish future annexation boundaries and amend the Rate and Method of Apportionment for Community Facilities District No. 2014-01 (Maintenance Services).

Whereas, it is desirable to amend the Agreement to expand the Scope of the Work to amend the RMA to include adding additional tax rate areas (for arterial street lights and extensive landscape maintenance), and as an option if directed by the City, preparation of the annexation map, and update to the boundary map, as more fully described in Consultant's Proposal, attached hereto as Exhibit "A".

Whereas, it is desirable to increase the not to exceed compensation amount by \$8,200, which includes \$5,500 to amend the RMA to add a tax rate area, \$2,000 for an additional tax rate area, and at the option and direction of the City, \$450 for preparation of the first page of the annexation map and \$250 for the boundary map.

SECTION 1

1.1 Scope of Work. Amend the Scope of Work to include an amendment to the Rate and Method of Apportionment for CFD No. 2014-01 (Maintenance Services) as more fully described in Exhibit "A".

1.2 Terms of Payment. Amend the Terms of Payment to increase the not to exceed compensation from \$68,795 to \$76,995, an increase of \$8,200.

SECTION 2

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

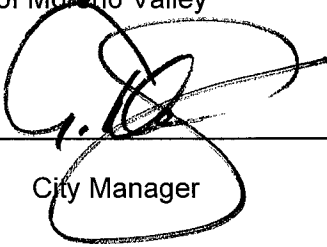
SIGNATURE PAGE TO FOLLOW


SECOND AMENDMENT TO THE AGREEMENT
ASSESSMENT ENGINEERING AND SPECIAL TAX CONSULTING
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY

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

City of Moreno Valley

Willdan Financial Services

By: 
City Manager


By: 
Mark J. Risco
Title: President and CEO

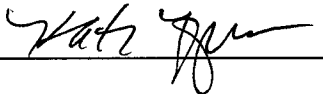
Date: 11.19.14

Date: November 5, 2014

INTERNAL USE ONLY

APPROVED AS TO FORM:


City Attorney
11-18-14
Date

By: 
Kate Nguyen
Title: Secretary
(Corporate Secretary)
Date: November 5, 2014

RECOMMENDED FOR APPROVAL:



Department Head
11/18/14
Date

EXHIBIT "A"

Willdan's Proposal, dated October 27, 2014

October 27, 2014

Ms. Candace Cassel
 Special Districts Division Manager
 City of Moreno Valley
 14325 Frederick Street, Suite 9
 Moreno Valley, California 92552

Via Email:
candacec@moval.org

RE: Letter Proposal to the City of Moreno Valley to Perform RMA Amendment and CFD Annexation Services for CFD 2014-01

Dear Ms. Cassel:

Willdan Financial Services ("Willdan") is pleased to present this letter proposal to amend the Rate and Method of Apportionment (RMA) and provide Community Facilities District (CFD) annexation services for CFD 2014-01. The following contains Willdan's proposed scope of services and budget.

Scope of Services

Outlined below are the steps necessary to amend the RMA for the CFD and to annex property into the CFD. Willdan understands that the City's legal counsel will create the applicable legal documents associated with this amendment. We further understand that the City will request the RMA to be amended from time to time, as needed. These documents include resolutions, public hearing notice and election materials.

Scope of Work for Developing an Amended RMA for Existing Services

From time to time, the proposed annexation of new territory and developments to the CFD may warrant an amendment to the RMA to properly address the Special Tax Rate and/or method of apportionment for existing services that will be provided for new developments. As necessary, based on the existing improvement areas, funded services and maintenance, and proposed development(s), Willdan will perform the following tasks related to amending the RMA for existing services within CFD 2014-01 resulting from new or anticipated development and annexations.

a. Research

- 1) Gather and research development specific information that may facilitate an amended RMA for the existing CFD services and improvements being funded (including the type of developed property, its proposed uses, services and improvement to be provided, and the boundaries of the affected parcels).
- 2) Work with City staff to develop and identify the anticipated full cost recovery budget and revenues that will be needed to fund the improvement and services being addressed by the amended RMA.
- 3) Create a database of parcels within the boundaries of the affected parcels, with appropriate land use and property ownership fields.

- 4) Develop a modified CFD special tax methodology and rate (RMA model) that addresses the specific improvements, property types and revenue needs associated with the proposed developments (annexation territory) that is not covered or adequately addressed in the current CFD structure and RMA.

b. Prepare an Amended Rate and Method of Apportionment of Special Tax

Willdan will prepare an amended RMA of Special Tax for the Resolution of Consideration.

Based on the preceding research, the affected parcel(s), improvement areas and services to be funded, and funding needs (revenues to be generated), Willdan will prepare the amended RMA of Special Tax for the Resolution of Consideration. To ensure that all considerations have been addressed, the proposed amended RMA will be discussed with the City.

c. Intent Meeting/Public Hearing/Meeting Attendance

Willdan will attend the Intent Meeting and Public Hearing, in order to be available to answer questions associated with the annexation process. We will also attend up to one additional meeting.

Scope of Work for Developing an Amended RMA for New Services

If the proposed annexation of new territory and developments to the CFD warrant an amendment to the RMA to address new improvement types and/or services, or the City desires to expand the type of improvements and services currently addressed by the CFD Special Tax and method of apportionment, Willdan will perform the following tasks related to amending the RMA to incorporate those new improvements and/or services into CFD 2014-01.

a. Research

- 1) Gather and research development and improvement specific information that will be needed to prepare and facilitate an amended RMA for the new CFD services and improvements to be funded (including the type of developed property, its proposed uses, services and improvement to be provided, and the boundaries of the affected parcels).
- 2) Work with City staff to develop and identify the anticipated full cost recovery budget and revenues that will be needed to fund the improvement and services being addressed by the amended RMA.
- 3) Create a database of parcels within the boundaries of the affected parcels, with appropriate land use and property ownership fields.
- 4) Develop a modified CFD special tax methodology and rate (RMA model) that addresses the specific improvements, property types and revenue needs associated with the proposed developments (annexation territory) that will trigger the CFD structure and RMA modification.

b. Prepare an Amended Rate and Method of Apportionment of Special Tax

Willdan will prepare an amended RMA of Special Tax for the Resolution of Consideration.

Based on the preceding research, the affected parcel(s), the proposed improvements and services to be funded, and the anticipated funding needs (revenues to be generated), Willdan will prepare the amended



RMA of Special Tax for the Resolution of Consideration. To ensure that all considerations have been addressed, the proposed amended RMA will be discussed with the City.

c. Intent Meeting/Public Hearing/Meeting Attendance

Willdan will attend the Intent Meeting and Public Hearing, in order to be available to answer questions associated with the annexation process. We will also attend up to one additional meeting.

Scope of Work for Annexation Services Utilizing Existing RMA

Willdan will perform the following tasks to annex parcels into the City's CFD using the existing RMA.

a. Project Kick Off to Resolution of Intention

1) Project Kick-off

Following receipt of the City's authorization to proceed, we will discuss the annexation process and timeline with City staff, and identify any additional documents or information that may be needed. At the City's discretion, this discussion may include the developer/landowner and/or their representatives. As needed throughout the project, we will coordinate with City staff and as needed, with the developer(s), their consultant(s) and other outside agencies that may be directly involved in the project, to gather required information for the annexation proceedings.

- 2) Prepare boundary map of the proposed annexation area that meets the requirements of the Community Facilities Act. An electronic copy of the final boundary map will be provided in PDF for the City's review.
- 3) Review the resolution approving the boundary map and resolution of intention.
- 4) Once the map has been approved by City Council, Willdan will provide the amended CFD boundary map for recordation at the County.
- 5) Willdan will provide the City with an updated CFD boundary map showing the entire annexation for the City's records.

b. Review of Annexation Documents

- 1) Review Consent and Waiver forms, property owner ballots, and Public Hearing resolutions.

The required noticed publication of Public Hearing in the local newspaper is the responsibility of the City Clerk.

- 2) Review Notice of Special Tax Lien.

c. Intent Meeting/Public Hearing/Meeting Attendance

- 1) Willdan will attend the Intent Meeting and Public Hearing, in order to be available to answer questions associated with the annexation process. We will also attend up to one additional meeting.

Client Responsibilities

Willdan will rely on being able to obtain the following information from the City or the developer(s):

- Contact information for the developer/property owner, and specific contact person who will execute the petition, consent & waiver, and ballot documents.
- A listing of the properties to be included in the annexation area.



Ms. Candace Cassel, City of Moreno Valley

Letter Proposal to Perform RMA Amendment and CFD Annexation Services for CFD 2014-01

October 27, 2014

Page 4

- Information regarding current zoning, existing land uses, and proposed property development, as required.
- Timing of anticipated building permit issuance and home sales.
- Either electronically or in hard copy, various maps or diagrams of the new development, improvements, or surrounding properties as needed.
- As needed, assist with obtaining pertinent development information from the developer.
- Review and approve the draft reports and resolutions before the final documents are prepared for the Council packets. This review is typically performed by the City Attorney. Requested changes shall be submitted to Willdan in writing.

The City acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City, the County and developers and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Budget

Based on our proposed Scope of Services, we propose the following fee schedule. These fees and rates are subject to an annual increase, which will not exceed the most recent change in the annual Consumer Price Index (CPI) for the "All Urban Consumers" Los Angeles – Anaheim – Riverside – San Bernardino region, as calculated by the United States Bureau of Labor Statistics.

Scope of Services Fee Schedule	
RMA Amendment for Existing Services (Tasks a, b, and c)	\$5,500 plus \$2,000 per RMA amendment scenario
RMA Amendment for New Services (Tasks a, b, and c)	\$9,500 plus \$2,000 per RMA amendment scenario
Annexation Utilizing Existing RMA (Tasks a and b)	\$7,500
Annexation with RMA Amendment	\$9,500 plus \$2,000 per RMA amendment scenario
Additional Meetings (Board, Staff, Committee, etc.)	\$200 per hour, \$600 minimum
Preparation of Annexation Map and Update of Boundary Map	\$450 for first page, \$250 per additional page

Please note:

- Our fee will not be contingent upon the outcome of the annexation process.
- The City will be billed monthly on a percentage of project completion basis.
- Our fees include all direct expenses associated with this service.



Ms. Candace Cassel, City of Moreno Valley

Letter Proposal to Perform RMA Amendment and CFD Annexation Services for CFD 2014-01

October 27, 2014

Page 5

Additional Services

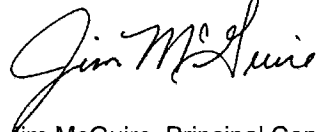
Additional services may be authorized by the City and will be billed at our then current hourly consulting rates. Our current hourly rates are:

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75

We appreciate this opportunity to assist the City of Moreno Valley, and look forward to hearing from you. If you have any questions regarding our proposal, please contact me at (951) 587-3536 or via email at jmcguire@willdan.com.

Very truly yours,

WILLDAN FINANCIAL SERVICES



Jim McGuire, Principal Consultant
District Administration Services



**FIRST AMENDMENT TO AGREEMENT
FOR
CONSULTANT SERVICES
CFD/LLD/LMD FORMATIONS
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY**

The First Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Willdan Financial Services, Inc., (a California corporation), hereinafter referred to as "Consultant." This First Amendment to Agreement as made and entered into becomes effective upon the date signed by the City.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR CFD/LLD/LMD FORMATIONS," hereinafter referred to as "Agreement," dated February 10, 2014.

Whereas, the Consultant is providing Assessment Engineering and Special Tax Consulting Services.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this First Amendment.

Whereas, the Consultant has submitted a Proposal dated April 16, 2014 for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A-First Amendment" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 Exhibit "A" to the Agreement is hereby amended to cease completion of CFD formation for tract 32515 due to termination of formation of district. Actual fees incurred and

payable to Consultant for services performed prior to termination equal \$2,295, reducing the "Not-to-Exceed" fee by \$12,205.

1.2 Exhibit "A" to the Agreement is further amended to include Exhibit A to this First Amendment, which identifies the work plan, objectives, deliverables and timeline Consultant will be responsible to adhering to in the course of establishing CFD 2014-01, Annexation No.1 and includes Consultant's revised reduced fee amount of \$8,000.

1.3 Exhibit "C" to the Agreement is hereby amended by adding to the "TERMS OF PAYMENT" the fixed fee cost of \$8,000 as proposed by Consultant to perform services and provide deliverables associated with CFD 2014-01, Annexation No. 1 as described in Exhibit A to this First Amendment.

1.5 The total "Not-to-Exceed" fee for this Agreement is \$68,795 for the First Amendment to Agreement, representing \$73,000 for the original Agreement, less \$12,205 for termination of formation of CFD for tract 32515, plus an increase of \$8,000 for Annexation No. 1 to CFD 2014-01.

SECTION 2

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

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO AGREEMENT FOR ASSESSMENT ENGINEERING AND SPECIAL TAX CONSULTING
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY

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

City of Moreno Valley

By: [Signature]
City Manager

Date: 7.23.14

Willdan Financial Services

By: [Signature]
Mark J. Risco

Title: President and CEO

Date: July 16, 2014

INTERNAL USE ONLY

APPROVED AS TO FORM:

[Signature]
City Attorney

July 22, 2014
Date

By: [Signature]

Title: Secretary
Kate Nguyen
(Corporate Secretary)

Date: July 17, 2014

RECOMMENDED FOR APPROVAL:

[Signature]
Department Head

7/22/14
Date

Attachments: Exhibit A

Attachment: 1st Amendment (1911 : FIFTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX



April 16, 2014

Ms. Candace Cassel
Special Districts Division Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
Moreno Valley, California 92552

Re: Scope of Services and Fee for CFD 2014-1, Annexation No. 1

Dear Ms. Cassel;

The following outlines Willdan Financial Services (Willdan) scope of services and fee to assist with the CFD 2014-1, Annexation No. 1.

Willdan Financial Services appreciates this opportunity to continue to serve the City of Moreno Valley. If you have any questions regarding this proposal, please contact me directly at (951) 587-3546 or via email to SMedina@willdan.com.

Sincerely,

WILLDAN FINANCIAL SERVICES

A handwritten signature in black ink, appearing to read 'Susana Medina', is written over a light blue horizontal line.

Susana Medina, Project Manager
District Administration Services

EMAILED



Scope of Work

Below, Willdan has prepared a detailed work plan that addresses objectives and deliverables. Willdan will coordinate with City staff and City's legal counsel for each required task.

Kick Off to Resolution of Intention

Following receipt of the City's authorization to proceed, we will discuss the annexation process with City staff, and identify additional documents or information that may be needed. At the City's discretion, this discussion may include the developer/landowner and/or their representatives. As needed throughout the project, we will coordinate with City staff and directly with developers, their consultants and other outside agencies involved in the project, to gather required information for the annexation proceedings.

Willdan will prepare or review the necessary resolution.

Willdan will prepare the annexation boundary maps of the proposed Annexation No. 1 and future annexation area that meets the requirements of the Community Facilities Act. An electronic copy of the final boundary map will be provided in PDF, as well as the required hardcopies for recordation at the County.

Resolution of Intention to Public Hearing

Willdan will prepare the following documents: consent and waiver forms; notices, ballots, and prepare or review the resolution for the Public Hearing.

The required noticed publication of Public Hearing in the local newspaper is the responsibility of the City Clerk.

Willdan will prepare or review the Notice of Special Tax Lien.

Willdan will coordinate the recordation of the Notice of Special Tax Lien after successful annexation to the CFD. The list of parcels included in the annexation area will be provided to the City in the appropriate format.

RMA Amendment

Willdan will amend the Rate and Method of Apportionment of Special Tax (RMA) as necessary to account for any needed additions to cover Annexation No. 1 requirements.

Public Hearing/Meeting attendance

Willdan will attend the Intent Meeting and Public Hearing, as well as up to two additional meetings. Conference calls are unlimited.

Client Responsibilities

Willdan will rely on being able to obtain the following information from the City or the developer(s):

- Information regarding current zoning, existing land uses, and proposed property development, as required.
- As necessary, a copy of the City's Goals and Policies with regard to the formation of CFDs.
- Either electronically or in hard copy, various maps or diagrams of the new development, improvements, or surrounding properties as needed. These maps and diagrams may include development boundary maps, general plan maps, improvement plans, zoning maps, assessor parcel maps, subdivision maps, or related development diagrams.
- As needed, assist with obtaining pertinent development information from the property owner/developer.





- Review and approve the draft reports and resolutions before the final documents are prepared for the Council packets. This review is typically performed by the City Attorney. Requested changes shall be submitted to Willdan in writing.
- The City acknowledges that Willdan shall be relying upon the accuracy of the information provided by the City, the County and developers and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Legal Opinions

In preparing the resolutions, petitions, consent and waiver documents and the notices and ballots, Willdan will provide our professional expertise. Since we do not practice law, we ask that your City Counsel review and approve the documents. We will assist your attorney in identifying any pertinent legal issues.





Fees for Services

Based on our work plan, we propose a **fixed fee of \$10,000.**

Please note:

- Our fee will not be contingent upon the outcome of the annexation process.
- The City will be billed on a *monthly* percentage-completion basis.
- Our fees include all direct expenses associated with this service.

Additional Services

Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Willdan Financial Services Hour Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Assistant Analyst	\$75



Candace Cassel

From: Susana Medina <medins@willdan.com>
Sent: Thursday, April 17, 2014 11:24 AM
To: Jennifer Terry
Cc: Jim McGuire; Candace Cassel
Subject: RE: Moreno Valley CFD Annexation No. 1

Hi Terry:

We can reduce the fee to \$8,000 if we are not preparing those documents. Would you like us to review them or just go with what is provided?

-Susana Medina

From: Jennifer Terry [<mailto:jennifert@moval.org>]
Sent: Wednesday, April 16, 2014 5:32 PM
To: Susana Medina
Cc: Jim McGuire; Candace Cassel
Subject: RE: Moreno Valley CFD Annexation No. 1

How would the cost you provided vary if certain documents (resolutions, consent and waiver, notice, ballot, and notice of special tax lien) were prepared by others?

Jennifer A. Terry
 Management Analyst | City of Moreno Valley

p: 951.413.3505 | e: jennifert@moval.org | w: www.moval.org

14331 Frederick Street, Suite 2, Moreno Valley CA 92553

From: Susana Medina [<mailto:medins@willdan.com>]
Sent: Wednesday, April 16, 2014 1:27 PM
To: Candace Cassel; Jennifer Terry
Cc: Jim McGuire
Subject: Moreno Valley CFD Annexation No. 1

Hello Candace and Jennifer:

Attached please find the proposal for Annexation No. 1 into CFD 2014-1 and the revised timeline, which can be modified to your preference.

Please let me know when you'll like to schedule a kickoff for this project.

Thank you,

Susana Medina
 Project Manager

Willdan Financial Services
Celebrating 50 years of service

27368 Via Industria, Suite 110

Temecula, California 92590
T. 951.587.3546 800.755.6864
F. 951.587.3510 888.326.6864

Attachment: 1st Amendment (1911 : FIFTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY
CFD/LLD/LMD FORMATIONS**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Willdan Financial Services, Inc., a (California corporation) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with Assessment Engineering and Special Tax Consulting services for the purpose of forming certain Community Facility Districts (CFDs), Local Lighting Districts (LLDs) and Landscape Maintenance Districts (LMDs) hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (Consultant's Proposal) attached hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified in California to perform the professional and technical services required for the Project.

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

DESCRIPTION OF PROJECT

1. The Project is described as Assessment Engineering and Special Tax Consulting Services.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "A" attached hereto and incorporated herein by this reference.

3. The City's responsibility is described on Exhibit "B" attached hereto and incorporated herein by this reference.

4. The Consultant shall provide Assessment Engineering and Special Tax Consulting Services in accordance with the agreed upon timelines for all work necessary to form each of the Districts as described within Consultant's scope of services. The formation of the CFD for Tract 32515, as described in Exhibit A, is contingent upon the City's receipt of developer funds to finance CFD district formation.

PAYMENT TERMS

5. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$73,000 plus mailing costs in accordance with the payment terms provided on Exhibit "C" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

6. The Consultant shall commence services upon receipt of written direction to proceed from the City.

7. The Consultant will perform the work as described on and in accordance with the schedule set forth on Exhibit "A" attached hereto providing however, that the timeline for the maintenance CFD relating to Tract 32515 will be dependent upon the developer's deposit of funds

*Agreement for Professional Consultant Services
CFD/LLD/LMD Formations (14-15 Levy)*

with City to cover formation costs. The City will provide Consultant written authorization to proceed once funding is available, and the proposed timeline will be adjusted accordingly.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

10. (a) The Consultant agrees that the personnel, including the principal Project Manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

12. The Consultant may also retain or subcontract for the services of other necessary

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consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

14. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of the Consultant under this Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, the Housing Authority, and CSD, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and CSD's employees and all claims

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which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City, the Housing Authority and CSD, their officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Consultant, its officers, agents, or employees.

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omissions Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

*Agreement for Professional Consultant Services
CFD/LLD/LMD Formations (14-15 Levy)*

	<u>General Liability</u>
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement

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evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

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CFD/LLD/LMD Formations (14-15 Levy)*

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Chief Financial Officer of the City or their designated representative, fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

20. (a) The City may terminate this Agreement without fault on the part of the Consultant by giving at least ten (10) days written notice to the Consultant. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no service(s) shall be

*Agreement for Professional Consultant Services
CFD/LLD/LMD Formations (14-15 Levy)*

commenced or continued after receipt of the notice, which is not intended to protect the interest of the City. The City shall pay the Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith through the date of termination. Such termination may be effective immediately.

(b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Consultant shall perform no further service(s) under the Agreement unless the notice of termination authorizes such further work.

21. This Agreement is binding upon the City and the Consultant and their successors and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

22. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

23. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

24. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's

*Agreement for Professional Consultant Services
CFD/LLD/LMD Formations (14-15 Levy)*

time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

25. The City and the Consultant agree, that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. All plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

28. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

SIGNATURE PAGE FOLLOWS

Agreement for Professional Consultant Services
CFD/LLD/LMD Formations (14-15 Levy)

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

City of Moreno Valley

BY:



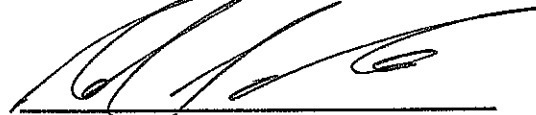
City Manager

2.10.14

Date

Willdan Financial Services

BY:




Mark J. Risco

TITLE: President and CEO

January 3, 2014

Date

BY:



Kate Nguyen

TITLE: Secretary

1/16/14

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:



City Attorney

2-6-14

Date

RECOMMENDED FOR APPROVAL:



Department Head

2/6/14

Date

Attachment: Original Agreement (1911 : FIFTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX

EXHIBIT A

SCOPE OF SERVICES



November 4, 2013

Ms. Candace Cassel
Special Districts Division Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
Moreno Valley, California 92552

Re: Scope and Fee to Provide Assessment Engineering and Special Tax Consulting Services to the City of Moreno Valley

Dear Ms. Cassel:

Per our prior discussion, the following outlines Willdan Financial Services' (Willdan) scope of services and fee to provide Assessment Engineering and Special Tax Consulting Services to the City of Moreno Valley.

We appreciate this opportunity to continue to serve the City and look forward to hearing from you. Please feel free to contact Mr. Jim McGuire, Senior Project Manager, directly at (951) 587-3536 or via email at jmcguire@willdan.com if you have any questions regarding our proposal.

Sincerely,

Willdan Financial Services

Gladys Medina
Vice President – Group Manager

Enclosure

Scope of Services

The following is Willdan Financial Services ("Willdan") scope of services to provide Assessment Engineering and Special Tax Consulting Services to the City of Moreno Valley ("City").

We want to ensure that our scope is responsive to the City's needs and specific circumstances. Willdan will work with the City to revise the tasks based on input prior to receipt of a notice to proceed, and as needed during the course of the project.

Engineering Services for New Assessment Districts

Task A.1: Prepare Updated Property and Ownership Information

Using base electronic parcel information, assessment data and the current CSD Zone structure, Willdan will update the parcel database with the County Assessor's Office secured roll data currently available to identify any parcel discrepancies and to incorporate updated property changes, as well as ownership and mailing information. This information will be enhanced through parcel research and specific information provided by the City. This data will then be incorporated into our model to update and fully develop the appropriate method of apportionment and assessments for each parcel. When finalized, this parcel specific data will be used to generate the assessment roll for the Engineer's Report. We will provide the City with a copy of this database.

Task A.2: Develop the District Budget

Willdan will work with City staff to identify and incorporate an accurate full cost recovery estimate for the improvements (including annual maintenance costs and utilities; foreseeable capital projects; and long-term replacement and rehabilitation costs). Recognizing that there is inherently some general benefit associated with landscaping and lighting, we will work with the City to clearly identify and separate those improvements and/or costs that are considered general benefit and those costs that may be assessed as special benefit.

Furthermore, since the assessment amount will mirror that currently assessed by the Zone being converted, we will identify the funded and unfunded costs associated with the improvements provided. These amounts will be documented in the Engineer's Report.

Task A.3: Developing the Assessments

Based on the findings and discussions of the previous tasks, Willdan will review the assessment amounts currently levied within the applicable Zone to be converted, as well as the cost allocation of the budgeted improvements, and the method of apportionment to be applied based on proportional special benefits.

As a working tool for the City once we have completed the assessment scenarios, Willdan will prepare and distribute a Summary Memorandum of the proposed assessments. This document will outline and summarize the proposed assessment rates and assessment revenues by land use classification and zone based on an estimate for the full cost recovery budget. This memorandum will serve as a tool in formulating the initial public outreach efforts. Ultimately, the district structure, the budget, the method of apportionment, and assessments that are finalized with City staff will be incorporated into the Engineer's Report.

Task A.4: Prepare Engineer's Report

In accordance with the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution (Proposition 218), Willdan will prepare the Engineer's Report for the assessments and modifications (if applicable) that will be presented to City Council, including the following items:

- Plans and specifications that describe the ongoing maintenance and operation of the landscaping/lighting to be maintained.
- Method of apportionment that outlines the special benefit conferred on properties within the proposed district from the maintenance and the calculations used to establish each parcel's proportional special benefit assessment. As well as a description of the assessment range formula, if applicable, establishing the maximum assessment rate in subsequent fiscal years.
- The budget that outlines the costs and expenses to provide maintenance, including incidental expenses authorized by the 1972 Act.
- Assessment diagram that identifies the boundaries of the proposed district.
- The assessment roll which contains each Assessor Parcel Number and their proportional maximum assessment.
- An affidavit stating the report has been prepared by a professional engineer.

Prior to the scheduled Intent Meeting, Willdan will provide the City with an electronic copy of the Engineer's Report for City staff review and comment. When finalized with City staff, a final electronic version and two hardcopies of the report will be provided to the City that the City Clerk may incorporate into the Council agenda package. The proposed assessment roll that is typically incorporated into the Engineer's Report may be provided to the City as a separate document or electronic file.

Task A.5: Prepare Resolutions

Willdan anticipates drafting the following resolutions for City review and implementation:

- **Intent Meeting Resolutions:**
 - Resolution Initiating Proceedings, which calls for the preparation of the Engineer's Report (this resolution could be adopted at an earlier Council Meeting if desired); and
 - Resolution of Intention, which preliminarily approves the Engineer's Report; confirms the proposed assessments outlined in the Report; and sets the Public Hearing date.

▪ **Public Hearing Resolutions:**

- Resolution approving the Engineer's Report; and
- Resolution confirming the assessment diagram and assessments as approved, and orders the levy and collection of assessments for the upcoming fiscal year.

Willdan will provide the draft resolutions to City staff prior to the City Council agenda deadline for review and comment. All draft resolutions should be reviewed by the City Attorney for form and content prior to finalizing these documents for City Council action.

Task A.6: Meetings and Support

The following are support services Willdan will provide to the City with respect to the assessment process:

- Attend the City Council Intent Meeting and be available to answer questions regarding the Engineer's Report and Proposition 218.
- At the City's request, Willdan will review and comment on the staff reports prepared by the City in connection with the proposed assessment proceedings (Intent Meeting and Public Hearing staff reports).
- After the initial presentation to the City Council (Intent Meeting), if necessary, update the Engineer's Report to reflect changes ordered by the City Council prior to the Public Hearing.

In total, Willdan will attend up to three meetings for each formation in performance of the outlined scope of work. It is anticipated that meeting attendance will include two City Council meetings (the Intent Meeting and Public Hearing) and one Finance Subcommittee meeting, if requested.

Task A.7: Mailing of Notices

It is anticipated that initially new assessment districts will be formed to replace the current CSD Zone B and Zone E charges without increasing assessments. While such a change will not trigger a Proposition 218 ballot proceeding, we anticipate that the City will opt to mail notices of the public hearings to the affected property owners, although the law does not specifically address this type of noticing.

Willdan will prepare a draft of the Notice to be mailed to each property owner. A draft copy will be sent to the City for review and comment by City staff and/or the City Attorney. Based on written comments and edits received, a final sample of the document will be prepared and provided to the City, prior to the actual printing of the documents. At the City's request, Willdan will print and mail the approved notices. The cost associated with this task will be in addition to the quoted fees for services.

It is anticipated that the text of the Notice will be the same for each affected parcel and will not contain parcel specific information. The Notice will also likely include general zone information.

City Responsibilities

We will rely on being able to obtain the following information from the City of Moreno Valley, in order to perform the Assessment Engineering Services identified above.

- Provide GIS shape files identifying the location of the applicable lighting and landscaping.
- As needed, provide pertinent documentation associated with the maintenance, improvements, and budget information including, but not limited to, estimated cost variances between City owned versus Edison owned lights (if applicable), capital expenditures to be funded by the assessments, City overhead, available funding from other sources that may be used to offset costs, as well as any legal opinions or comments associated with this project.
- Prepare internal memorandums, staff reports and other supporting documents necessary for City Council agendas.
- Arrange for any required publications notice of Council meetings or Public Hearings in the local newspaper.
- Review the draft reports and resolutions before the final documents are prepared for the Council packets. This review will most certainly include City staff but should be closely reviewed by the City's legal counsel. Requested changes shall be submitted to Willdan in writing.
- Provide copies of current contracts associated with landscaping and lighting, in order to utilize actual numbers for budgeting purposes.

The City of Moreno Valley acknowledges that Willdan shall rely upon the accuracy of the information provided by the City and the County and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Legal Opinions. In preparing the Engineer's Report and resolutions, Willdan will provide our professional expertise. Since we do not practice law, we ask that your City attorney, or other designated counsel, review the documents. We will assist your attorney in identifying any pertinent legal issues.

Special Tax Consulting for New Maintenance CFDs

If determined that the formation of a Community Facilities District (CFD) is a more viable option than the formation of an assessment district outlined below are the associated tasks.

Task B.1: Review the City's Goals and Policies

Willdan will review the City's existing CFD Goals and Policies, and identify possible modifications or areas for discussion with the City and finance team.

Willdan will consult with City staff to identify policy objectives for the CFD formation. We will provide the City the benefit of our experience throughout the state with CFD formations, and discuss with staff any possible enhancements to the existing Goals and Policies to ensure the feasibility of the CFD.

Task B.2 Preliminary Tax Spread Analysis and Development of Tax Methodology

A preliminary pro forma of the CFD's revenues and estimated expenses (based upon preliminary estimates, as available) will be presented for evaluation and discussion. We will construct a special tax analysis that will be designed to identify the special tax revenue that can be generated from various types of property proposed for the district. The analysis will incorporate proposed uses and we will utilize pricing and market data to determine proposed tax burdens. Also, with the City's guidance, we will assure that

the tax burden associated with this proposed CFD does not exceed the overall effective tax rate indicated in the City's Goals and Policies. The analysis will be based upon available product mix data, market research, discussions with property owners and developers, as well as with the City. Once we complete the special tax revenue projection, we will use this to create the special tax methodology that will be included in the Rate and Method of Apportionment (RMA). The maximum proposed special taxes will be designed to generate sufficient revenue to meet CFD objectives and fairly tax expected properties consistent with established development requirements and policies.

Based on gathered information, Willdan will begin to prepare a preliminary special tax evaluation. As appropriate, an overlapping tax analysis and maximum special tax coverage computations may be included. If required, the analysis will incorporate multiple improvement areas. As necessary, we will prepare calculations from our database, including:

- Special tax runs identifying maximum expected special tax coverage; and comparing maximum special tax rates, to the necessary estimated amount to pay operating and maintenance costs for improvements, including scenarios identifying the impact of an escalating special tax (if appropriate).
- Development-to-special tax computations for each parcel or development area, and (if necessary) differentiating between developed and undeveloped properties.
- Effective tax rate schedules denoting projected parcel tax rate resulting from the new special tax.

If requested, Willdan will prepare multiple spreads that are based upon different maintenance/improvement assumptions. If there is not sufficient revenue to cover each of the proposed services/improvements, we will suggest alternative approaches. Willdan will also develop special tax categories for property types within the CFD.

The tax rates will also be set in conjunction with an evaluation of what is supportable and acceptable for the development project, and within the area as a whole.

Develop the special tax structure for the RMA based on the boundaries of the CFD, improvements and maintenance to be funded, proposed development, and effective tax rate limitations. An analysis will be required to determine an equitable spread of the overall burden, taking into account the nature of the improvements and the area that they will serve.

Task B.3: Rate and Method of Apportionment of Special Tax

An RMA of Special Tax will be prepared and, if necessary, will include improvement areas and/or tax zones. By this means, maintenance costs for properties within the CFD will be equitably apportioned. The RMA will clearly describe the special tax methodology developed in the preceding step, the associated definitions, priority and method by which properties in the CFD will be taxed, the special tax rates for each property type, and contain all other information (as required) by the Mello-Roos Community Facilities Act of 1982.

Willdan will prepare the boundary map that will eventually be recorded along with the Notice of Special Tax, as well as prepare necessary documents for the City Council meeting to adopt the Resolution of Intention, including the petition, RMA, and map. We can also provide draft or sample Resolution of Intention documents for review by the City Attorney or designated legal counsel.

Task B.4: Community Facilities District Report

Willdan will prepare a preliminary CFD Report that includes a description of the improvements and maintenance to be funded, related cost estimates, incidental expenses, the RMA, and other information necessary to meet the requirements of the Mello-Roos Community Facilities Act. Willdan will present the CFD Report to the City Council and field questions received at the Public Hearing. The CFD Report will include the following components:

- A description of the proposed services to be funded;
- Cost estimates for maintenance and improvements; and
- A projection and explanation of the annual special tax rates by special tax classification for each year that services are funded.

Task B.5: Document Review and Preparation

For the City's review and comment, Willdan will prepare drafts of the required resolutions, petitions, Consent and Waiver documents, and notices/ballots. As we do not practice law, we ask that your attorney, or other designated counsel, review the documents. We will, however, assist your attorney in identifying pertinent legal issues and modifications necessary before the documents are implemented. If the City is unable to garner 100 percent consent waiver from the affected property owners and a regular special tax election is required, the City attorney will be responsible for preparing and coordinating the required impartial analysis and ballot arguments.

After successful formation of the CFD, Willdan will then coordinate the recordation of the "Notice of Special Tax Lien."

In total, Willdan will attend up to three meetings per formation: two City Council meetings to present the Resolution of Intention, Resolution of Formation, and the Public Hearing; and one Finance Subcommittee meeting, if requested.

City Responsibilities

- Willdan shall rely on obtaining from the City the following information:
- Copy of the City's current CFD Goals & Policies.
- Information regarding property to be included in the CFD formation and potential future annexation areas.
- Information regarding tax rates to be imposed on development in accordance with negotiated agreements between the City and various developers.
- Detailed development or property information for proposed CFD boundaries, including GIS maps of proposed project area (if applicable).
- Information regarding services to be provided and their related cost estimates.
- Property owner information (as needed).

Fee for Services

We will provide Assessment Engineering and Special Tax Consulting Services for the price ranges presented below. These fee ranges are based upon a typical special district formation project.

City of Moreno Valley Fee for Services	
Facilities Community Facilities District	\$18,500 – \$35,000
Maintenance or Service Community Facilities District	\$14,500 – \$26,500
Assessment Maintenance District	\$13,500 – \$27,500

A not-to-exceed fee will be provided when a specific formation project has been identified. In order to accurately quote the project, the following elements will need to be provided:

- Estimated project timeline;
- Development type (i.e. residential, commercial, retail, etc.);
- The location, extent and nature of the improvements (or services) to be funded;
- Availability of cost information related to the improvements to be funded, or the extent to which Willdan will assist in developing these estimates;
- Mix and pricing of products within each type of development;
- Number of meetings anticipated, and level of effort for stakeholder outreach and communication; and
- Information regarding potential phasing of bond issuances for larger bond amounts.

Please note the following:

- Our not-to-exceed fees are based on an hourly basis.
- ***Our fee will not be contingent on the outcome of the formation of the special district.***
- Our fees above do not include mailing costs (printing, processing and postage) for any notices and/or ballots. These costs are estimated at \$1.00 per parcel for each mailing. Any outreach or educational materials would be separate mailings.
- We will invoice the City monthly based on agreed upon deliverables and percentage of project completion.

FY 2013/2014 Projects for Levy in FY 2014/15

Listed below are the projects that are anticipated to be completed prior to the levy of assessments, taxes and charges for fiscal year 2014/2015 as well as the associated fee for each. Willdan proposes a **not-to-exceed fee of \$73,000 for the work identified below.**

Formation of CFD No. 2014-01: CFD for Citywide Landscape Maintenance (incorporating Tract No. 31618 initially)
Fee: \$14,500 – \$19,500

Formation of CFD No. 2014-02: CFD for Channel Maintenance (incorporating Tract No. 32515 only)
Fee: \$14,500

Formation of Landscape Maintenance District No. 01: Conversion of CSD Zone E to a 1972 Act Landscaping and Lighting District (no balloting for first fiscal year, incorporating those parcels currently in CSD Zone E that can be converted without triggering the balloting process and/or possessing other benefit-related issues that need to be addressed)
Fee: \$24,000

Formation of Local Lighting District No. 01: Conversion of CSD Zone B to a 1972 Act Landscaping and Lighting District (no balloting for first fiscal year, incorporating those parcels currently in CSD Zone B that can be converted without triggering the balloting process and/or possessing other benefit-related issues that need to be addressed)
Fee: \$15,000

Willdan Hourly Rates

Additional services to be provided by Willdan that are authorized by the City of Moreno Valley will be billed at our current hourly billing rates.

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75
Property Owner Services Representative	\$55
Support Staff	\$50

Project Timelines

Detailed on the pages that follow are tables that present general project timelines for each district.

COMMUNITY FACILITIES DISTRICT 2014-01 FORMATION TIMELINE

DISTRICT	DATES	ACTION OR TASK TO PERFORM	RESPONSIBLE PARTY	Note
CFD 2014-01	1/6/2014	Review and Provide Recommendations • Proposed Modifications to Goals & Policies	Willdan Financial Services	
CFD 2014-01	01/06/2014	Deliver Draft Documents for Intent Meeting • Draft RMA for review and edits • Draft Boundary Map & future annexation map for review & edits • Draft Intent Resolution for review & edits	Willdan Financial Services	
CFD 2014-01	01/07/2014	Registrar of Voter Confirmation • Send letter to County to confirm that there are less than 12 registered voters	Willdan Financial Services	
CFD 2014-01	01/07/2014	Prepare Documents to Modify CFD Goals & Policies (as needed)	City Attorney	
CFD 2014-01	01/09/2014	Entire Project Team • Conference call: Review and Discuss RMA and Special Tax Pro Forma • Other Discussions	All	
CFD 2014-01	01/13/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
CFD 2014-01	01/14/2014	Deliver Final Documents Needed for Intent Meeting • Final RMA • Final Boundary Map • Resolution of Intention to Establish CFD • Registrar of Voter Confirmation of Voters • Resolution Modifying Goals & Policies	Willdan Financial Services City Attorney	
CFD 2014-01	01/20/2014	Submit Staff Report and Agenda Package for Intent Meeting	Willdan Financial Services	22 days Before Intent Meeting
CFD 2014-01	01/21/2014	Send Consent and Waiver Form to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-01	01/28/2014	Mail Consent and Waiver Form to Property Owners (to be returned prior to Intent Meeting)	Willdan Financial Services	
CFD 2014-01	02/04/2014	Draft Notice and Ballot and send to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-01	02/11/2014	INTENT MEETING • Adopt Goals and Policies • Adopt Resolution of Intention to Establish CFD • Set time and place of Public Hearing	City	
CFD 2014-01	02/13/2014	Provide Boundary Map Documents to City for recordation	Willdan Financial Services	
CFD 2014-01	02/13/2014	City provides Final Edits to Notice and Ballot	City	
CFD 2014-01	02/18/2014	Deliver Draft Documents for Public Hearing • Draft Resolutions for review & edits • Draft CFD Report for review & edits	Willdan Financial Services	
CFD 2014-01	02/19/2014	Prepare Ordinance Authorizing the Levy of Special Taxes	City Attorney	
CFD 2014-01	02/24/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
CFD 2014-01	02/25/2014 last day	Record Boundary Map	City Clerk	Within 15 Days of Intent Meeting
CFD 2014-01	02/25/2014	Notice and Ballot Mailed to Property Owner	Willdan Financial Services	
CFD 2014-01	02/25/2014	Deliver Final Documents Needed for Public Hearing • Final CFD Report • Resolution of Formation • Resolution calling for Special Tax Election • Resolution Declaring Special Tax Election Results • Ordinance Authorizing the Levy of Special Taxes	Willdan Financial Services City Attorney	
CFD 2014-01	03/03/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
CFD 2014-01	3/18/14 (last day)	City publishes Notice of Public Hearing	City	At Least 7 Days Prior to Public Hearing
CFD 2014-01	03/25/2014	PUBLIC HEARING and ELECTION COUNCIL MEETING • City adopts Resolution of Formation • City adopts Resolution calling for Special Tax Election • Election is held • City adopt Resolution Declaring Special Tax Election Results • First reading of Ordinance Authorizing the Levy of Special Taxes	City	30-60 Days after Intent Meeting
CFD 2014-01	04/01/2014	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing
CFD 2014-01	04/09/2014	Second Reading of Ordinance Authorizing the Levy of Special Taxes	City	Subsequent Council Meeting
CFD 2014-01	04/29/2014 (last day)	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing

All regular City Council meetings are held on the 2nd and 4th Tuesdays of each month.

Attachment: Original Agreement (1911 : FIFTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX

COMMUNITY FACILITIES DISTRICT 2014-02 FORMATION TIMELINE**

** Timeline Contingent Upon Receipt of Funds from Developer and City's Issuance of Notice to Proceed to Willdan

DISTRICT	DATES	ACTION OR TASK TO PERFORM	RESPONSIBLE PARTY	Note
CFD 2014-02	02/03/2014	Review and Provide Recommendations • Proposed Modifications to Goals & Policies	Willdan Financial Services	
CFD 2014-02	02/03/2014	Deliver Draft Documents for Intent Meeting • Draft RMA for review and edits • Draft Boundary Map for review & edits • Draft Intent Resolution for review & edits	Willdan Financial Services	
CFD 2014-02	02/04/2014	Registrar of Voter Confirmation • Send letter to County to confirm that there are less than 12 registered voters	Willdan Financial Services	
CFD 2014-02	02/04/2014	Prepare Documents to Modify CFD Goals & Policies (as needed)	City Attorney	
CFD 2014-02	02/06/2014	Entire Project Team • Conference call: Review and Discuss RMA and Special Tax Pro Forma • Other Discussions	All	
CFD 2014-02	02/10/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
CFD 2014-02	02/11/2014	Deliver Final Documents Needed for Intent Meeting • Final RMA • Final Boundary Map • Resolution of Intention to Establish CFD • Registrar of Voter Confirmation of Voters • Resolution Modifying Goals & Policies	Willdan Financial Services City Attorney	
CFD 2014-02	02/17/2014	Submit Staff Report and Agenda Package for Intent Meeting	Willdan Financial Services	22 days Before Intent Meeting
CFD 2014-02	02/18/2014	Send Consent and Waiver Form to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-02	02/25/2014	Mail Consent and Waiver Form to Property Owners (to be returned prior to Intent Meeting)	Willdan Financial Services	
CFD 2014-02	03/04/2014	Draft Notice and Ballot and send to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-02	03/11/2014	INTENT MEETING • Adopt Goals and Policies • Adopt Resolution of Intention to Establish CFD • Set time and place of Public Hearing	City	
CFD 2014-02	03/13/2014	Provide Boundary Map to City for recordation	Willdan Financial Services	
CFD 2014-02	03/13/2014	City provides Final Edits to Notice and Ballot	City	
CFD 2014-02	03/18/2014	Deliver Draft Documents for Public Hearing • Draft Resolutions for review & edits • Draft CFD Report for review & edits	City	
CFD 2014-02	03/19/2014	Prepare Ordinance Authorizing the Levy of Special Taxes	City Attorney	
CFD 2014-02	03/24/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
CFD 2014-02	03/25/2014 (last day)	Record Boundary Map	City Clerk	Within 15 Days of Intent Meeting
CFD 2014-02	03/25/2014	Notice and Ballot Mailed to Property Owner	Willdan Financial Services	
CFD 2014-02	03/25/2014	Deliver Final Documents Needed for Public Hearing • Final CFD Report • Resolution of Formation • Resolution calling for Special Tax Election • Resolution Declaring Special Tax Election Results • Ordinance Authorizing the Levy of Special Taxes	Willdan Financial Services City Attorney	
CFD 2014-02	03/31/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
CFD 2014-02	04/15/2014 (last day)	City publishes Notice of Public Hearing	City	At Least 7 Days Prior to Public Hearing
CFD 2014-02	04/22/2014	PUBLIC HEARING and ELECTION COUNCIL MEETING • City adopts Resolution of Formation • City adopts Resolution calling for Special Tax Election • Election is held • City adopt Resolution Declaring Special Tax Election Results • First reading of Ordinance Authorizing the Levy of Special Taxes	City	30-60 Days after Intent Meeting
CFD 2014-02	04/29/2014 (last day)	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing
CFD 2014-02	05/13/2014	Second Reading of Ordinance Authorizing the Levy of Special Taxes	City	Subsequent Council Meeting
CFD 2014-02	05/27/2014 (last day)	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing

All regular City Council meetings are held on the 2nd and 4th Tuesdays of each month.

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LANDSCAPE LIGHTING AND LOCAL LIGHTING DISTRICT NO. 1 FORMATION TIMELINE

DISTRICT	DATES	ACTION OR TASK TO PERFORM	RESPONSIBLE PARTY	Note
LLMD 1	02/03/2014	Willdan completes Preliminary Assessment Evaluation and provides the City with an assessment summary identifying any assessment or budget issues that were not anticipated or require clarification.	Willdan Financial Services	
LLMD 1	02/06/2014	City staff and Willdan discuss the budgets, proposed assessments, and revenue alternatives based on Preliminary Assessment Evaluation.	All	
LLMD 1	02/11/2014	Willdan completes final modifications to the Engineer's Report methodology based on City's input of the proposed assessments and budgets.	Willdan Financial Services	
LLMD 1	02/17/2014	City provides Willdan with final revisions to the budget based on previous discussions.	City	
LLMD 1	02/24/2014	Willdan creates all of the resolutions to be presented to the City Council and begins drafting the property owner ballots and/or notices.	Willdan Financial Services	
LLMD 1	03/03/2014	Deliver Draft Documents for Intent Meeting <ul style="list-style-type: none"> Draft Engineer's Report for review & edits Draft Resolutions for review & edits Draft Notice of Public Hearing for review & edits 	Willdan Financial Services	
LLMD 1	03/06/2014	Entire Project Team <ul style="list-style-type: none"> Conference call: Review and Discuss Engineer's Report and Resolutions Other Discussions 	All	
LLMD 1	03/10/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
LLMD 1	03/11/2014	Deliver Final Documents Needed for Intent Meeting <ul style="list-style-type: none"> Preliminary Engineer's Report Resolutions for Intent Meeting 	Willdan Financial Services	
LLMD 1	03/17/2014	Submit Staff Report and Agenda Package for Intent Meeting	City	22 days Before Intent Meeting
LLMD 1	03/27/2014	Drafts (samples) of the Notice of Public Hearing are Finalized	All	Reviewed by city and confirmed by e-mail
LLMD 1	04/01/2014	Willdan begins Printing Notices of Public Hearing	Willdan Financial Services	
LLMD 1	04/08/2014	INTENT MEETING <ul style="list-style-type: none"> Adopt Resolution Initiating Proceedings Adopt Resolution of Intention (Preliminary Approves Engineer's Report) (Set time and place of Public Hearing) 	City	
LLMD 1	04/11/2014	Property Owner Notices Mailed: Willdan mails Notice of Public Hearing all property owners subject to proposed assessments	Willdan Financial Services	At least 45 days prior to Public Hearing
LLMD 1	04/28/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
LLMD 1	04/29/2014	Deliver Final Documents Needed for Public Hearing <ul style="list-style-type: none"> Final Engineer's Report (if Modifications were necessary) Resolution Approving the Engineer's Report Resolution Confirming Assessment Diagram and Orders the Levy and Collection of Assessments 	Willdan Financial Services	
LLMD 1	05/05/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
LLMD 1	05/17/2014 (last day)	City publishes Notice of Public Hearing Pursuant to sections 22626, 22552 and 22553 of the 1972 Act and 6061 of the Government Code, the City Clerk shall publish the resolution of intention one time at least 10 days prior to the Public Hearing.	City	At Least 10 Days Prior to Public Hearing
LLMD 1	05/27/2014	PUBLIC HEARING <ul style="list-style-type: none"> City Council Conducts Public Hearing City Adopts Resolution Approving the Engineer's Report City Council Adopts Resolution Confirming Assessment Diagram and Orders the Levy and Collection of Assessments 	City	At least 45 Days after Mailed Notice

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MASTER TIMELINE FY 2013/14 (2014-15 Levy)**

**CFD 2014-02 Timeline Contingent Upon Receipt of Funds from Developer and City's Issuance of Notice to Proceed to Willdan

DISTRICT	DATE	ACTION/TASK/TO PERFORM	RESPONSIBLE PARTY	NOTE
CFD 2014-01	01/06/2014	Review and Provide Recommendations • Proposed Modifications to Goals & Policies	Willdan Financial Services	
CFD 2014-01	01/06/2014	Deliver Draft Documents for Intent Meeting • Draft RMA for review and edits • Draft Boundary Map & future annexation map for review & edits • Draft Intent Resolution for review & edits	Willdan Financial Services	
CFD 2014-01	01/07/2014	Registrar of Voter Confirmation • Send letter to County to confirm that there are less than 12 registered voters	Willdan Financial Services	
CFD 2014-01	01/07/2014	Prepare Documents to Modify CFD Goals & Policies (as needed)	City Attorney	
CFD 2014-01	01/09/2014	Entire Project Team • Conference call: Review and Discuss RMA and Special Tax Pro Forma • Other Discussions	All	
CFD 2014-01	01/13/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
CFD 2014-01	01/14/2014	Deliver Final Documents Needed for Intent Meeting • Final RMA • Final Boundary Map • Resolution of Intention to Establish CFD • Registrar of Voter Confirmation of Voters • Resolution Modifying Goals & Policies	Willdan Financial Services City Attorney	
CFD 2014-01	01/20/2014	Submit Staff Report and Agenda Package for Intent Meeting	Willdan Financial Services	22 days Before Intent Meeting
CFD 2014-01	01/21/2014	Send Consent and Waiver Form to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-01	01/28/2014	Mail Consent and Waiver Form to Property Owners (to be returned prior to Intent Meeting)	Willdan Financial Services	
CFD 2014-02	02/03/2014	Review and Provide Recommendations • Proposed Modifications to Goals & Policies	Willdan Financial Services	
CFD 2014-02	02/03/2014	Deliver Draft Documents for Intent Meeting • Draft RMA for review and edits • Draft Boundary Map for review & edits • Draft Intent Resolution for review & edits	Willdan Financial Services	
LLMD 1	02/03/2014	Willdan completes Preliminary Assessment Evaluation and provides the City with an assessment summary identifying any assessment or budget issues that were not anticipated or require clarification.	Willdan Financial Services	
CFD 2014-01	02/04/2014	Draft Notice and Ballot and send to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-02	02/04/2014	Registrar of Voter Confirmation • Send letter to County to confirm that there are less than 12 registered voters	Willdan Financial Services	
CFD 2014-02	02/04/2014	Prepare Documents to Modify CFD Goals & Policies (as needed)	City Attorney	
CFD 2014-02	02/06/2014	Entire Project Team • Conference call: Review and Discuss RMA and Special Tax Pro Forma • Other Discussions	All	
LLMD 1	02/06/2014	City staff and Willdan discuss the budgets, proposed assessments, and revenue alternatives based on Preliminary Assessment Evaluation.	All	
CFD 2014-02	02/10/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
CFD 2014-01	02/11/2014	INTENT MEETING Adopt Goals and Policies Adopt Resolution of Intention to Establish CFD Set time and place of Public Hearing	City	
CFD 2014-02	02/11/2014	Deliver Final Documents Needed for Intent Meeting • Final RMA • Final Boundary Map • Resolution of Intention to Establish CFD • Registrar of Voter Confirmation of Voters • Resolution Modifying goals & Policies	Willdan Financial Services City Attorney	
LLMD 1	02/11/2014	Willdan completes final modifications to the Engineer's Report methodology based on City's input of the proposed assessments and budgets.	Willdan Financial Services	
CFD 2014-01	02/13/2014	Provide Boundary Map Documents to City for recordation	Willdan Financial Services	
CFD 2014-01	02/13/2014	City provides Final Edits to Notice and Ballot	City	
CFD 2014-02	02/17/2014	Submit Staff Report and Agenda Package for Intent Meeting	Willdan Financial Services	22 days Before Intent Meeting
LLMD 1	02/17/2014	City provides Willdan with final revisions to the budget based on previous discussions.	City	
CFD 2014-01	02/18/2014	Deliver Draft Documents for Public Hearing • Draft Resolutions for review & edits • Draft CFD Report for review & edits	Willdan Financial Services	
CFD 2014-02	02/18/2014	Send Consent and Waiver Form to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-01	02/19/2014	Prepare Ordinance Authorizing the Levy of Special Taxes	City Attorney	
CFD 2014-01	02/24/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
LLMD 1	02/24/2014	Willdan creates all of the resolutions to be presented to the City Council and begins drafting the property owner ballots and/or notices.	Willdan Financial Services	
CFD 2014-01	02/25/2014	Notice and Ballot Mailed to Property Owner	Willdan Financial Services	
CFD 2014-01	02/25/2014	Deliver Final Documents Needed for Public Hearing • Final CFD Report • Resolution of Formation • Resolution calling for Special Tax Election • Resolution Declaring Special Tax Election Results • Ordinance Authorizing the Levy of Special Taxes	Willdan Financial Services City Attorney	
CFD 2014-02	02/25/2014	Mail Consent and Waiver Form to Property Owners (to be returned prior to Intent Meeting)	Willdan Financial Services	
CFD 2014-01	02/25/2014 last day	Record Boundary Map	City Clerk	Within 15 Days of Intent Meeting
CFD 2014-01	03/03/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
LLMD 1	03/03/2014	Deliver Draft Documents for Intent Meeting • Draft Engineer's Report for review & edits • Draft Resolutions for review & edits • Draft Notice of Public Hearing for review & edits	Willdan Financial Services	

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CFD 2014-02	03/04/2014	Draft Notice and Ballot and send to City for review	Willdan Financial Services	To be reviewed by City Attorney
LLMD 1	03/06/2014	Entire Project Team • Conference call: Review and Discuss Engineer's Report and Resolutions • Other Discussions	All	
LLMD 1	03/10/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
CFD 2014-02	03/11/2014	INTENT MEETING • Adopt Goals and Policies • Adopt Resolution of Intention to Establish CFD • Set time and place of Public Hearing	City	
LLMD 1	03/11/2014	Deliver Final Documents Needed for Intent Meeting • Preliminary Engineer's Report • Resolutions for Intent Meeting	Willdan Financial Services	
CFD 2014-02	03/13/2014	Provide boundary map to City for recordation	Willdan Financial Services	
CFD 2014-02	03/13/2014	City provides Final Edits to Notice and Ballot	City	
LLMD 1	03/17/2014	Submit Staff Report and Agenda Package for Intent Meeting	City	22 days Before Intent Meeting
CFD 2014-01	3/18/14 (last day)	City publishes Notice of Public Hearing	City	At Least 7 Days Prior to Public Hearing
CFD 2014-02	03/18/2014	Deliver Draft Documents for Public Hearing • Draft Resolutions for review & edits • Draft CFD Report for review & edits	City	
CFD 2014-02	03/19/2014	Prepare Ordinance Authorizing the Levy of Special Taxes	City Attorney	
CFD 2014-02	03/24/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
CFD 2014-01	03/25/2014	PUBLIC HEARING and ELECTION COUNCIL MEETING • City adopts Resolution of Formation • City adopts Resolution calling for Special Tax Election • Election is held • City adopt Resolution Declaring Special Tax Election Results • First reading of Ordinance Authorizing the Levy of Special Taxes	City	30-60 Days after Intent Meeting
CFD 2014-02	03/25/2014 (last day)	Record Boundary Map	City Clerk	Within 15 Days of Intent Meeting
CFD 2014-02	03/25/2014	Notice and Ballot Mailed to Property Owner	Willdan Financial Services	
CFD 2014-02	03/25/2014	Deliver Final Documents Needed for Public Hearing • Final CFD Report • Resolution of Formation • Resolution calling for Special Tax Election • Resolution Declaring Special Tax Election Results • Ordinance Authorizing the Levy of Special Taxes	Willdan Financial Services City Attorney	
LLMD 1	03/27/2014	Drafts (samples) of the Notice of Public Hearing are Finalized	All	Reviewed by city and confirmed by e-mail
CFD 2014-02	03/31/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
CFD 2014-01	04/01/2014	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing
LLMD 1	04/01/2014	Willdan begins Printing Notices of Public Hearing	Willdan Financial Services	
CFD 2014-01	04/08/2014	Second Reading of Ordinance Authorizing the Levy of Special Taxes	City	Subsequent Council Meeting
LLMD 1	04/08/2014	INTENT MEETING • Adopt Resolution Initiating Proceedings • Adopt Resolution of Intention (Preliminarily Approves Engineer's Report) (Set time and place of Public Hearing)	City	
LLMD 1	04/11/2014	Property Owner Notices Mailed: Willdan mails Notice of Public Hearing all property owners subject to proposed assessment	Willdan Financial Services	At least 45 days prior to Public Hearing
CFD 2014-02	04/15/2014 (last day)	City publishes Notice of Public Hearing	City	At Least 7 Days Prior to Public Hearing
CFD 2014-02	04/22/2014	PUBLIC HEARING and ELECTION COUNCIL MEETING • City adopts Resolution of Formation • City adopts Resolution calling for Special Tax Election • Election is held • City adopt Resolution Declaring Special Tax Election Results • First reading of Ordinance Authorizing the Levy of Special Taxes	City	30-60 Days after Intent Meeting
LLMD 1	04/28/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
CFD 2014-02	04/29/2014 (last day)	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing
LLMD 1	04/29/2014	Deliver Final Documents Needed for Public Hearing • Final Engineer's Report (if Modifications were necessary) • Resolution Approving the Engineer's Report • Resolution Confirming Assessment Diagram and Orders the Levy and Collection of Assessments	Willdan Financial Services	
LLMD 1	05/05/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
CFD 2014-02	05/13/2014	Second Reading of Ordinance Authorizing the Levy of Special Taxes	City	Subsequent Council Meeting
LLMD 1	05/17/2014 (last day)	City publishes Notice of Public Hearing Pursuant to sections 22526, 22552 and 22553 of the 1972 Act and 6061 of the Government Code, the City Clerk shall publish the resolution of intention one time at least 10 days prior to the Public Hearing.	City	At Least 10 Days Prior to Public Hearing
LLMD 1	05/27/2014 (last day)	PUBLIC HEARING • City Council Conducts Public Hearing • City Adopts Resolution Approving the Engineer's Report • City Council Adopts Resolution Confirming Assessment Diagram and Orders the Levy and Collection of Assessments	City	At least 45 Days after Mailed Notice

Attachment: Original Agreement (1911 : FIFTH AMENDMENT TO THE AGREEMENT WITH WILLDAN FINANCIAL SERVICES FOR SPECIAL TAX

EXHIBIT B**CITY - SERVICES TO BE PROVIDED
TO CONSULTANT**

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

EXHIBIT C

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$73,000.00 plus mailing costs.
2. CFD formation and payment of formation costs for Tract No. 32515, as identified in Exhibit A, is contingent upon receipt of developer funds. If developer funding is not provided, formation of the CFD will not occur and the not to exceed amount of this Agreement will be reduced from \$73,000.00 to \$58,500.00.
3. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable

questions can be directed to 951.413.3073. Copies of invoices may be submitted to the Special Districts Division of the Financial and Management Services Department at specialdistricts@moval.org or to the City's point of contact for this project. Calls can be directed to 951.413.3480.

4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 7

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF
MORENO VALLEY THIS _____ DAY OF _____
2008.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED
BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 7, 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 _____, 2008,
BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF MORENO VALLEY

RIVERSIDE COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2008, AT
THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____
OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES
DISTRICTS AT PAGE(S) _____, IN THE OFFICE OF THE
COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA.

FEE: _____

INSTRUMENT NO.: _____

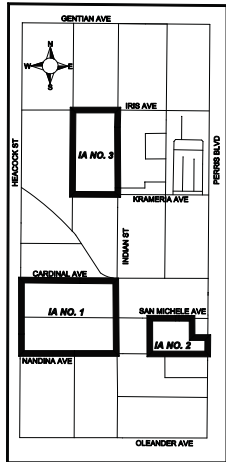
LARRY WARD, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE

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 DETAIL CONCERNING THE LINES AND DIMENSIONS
OF SUCH LOTS OR PARCELS.

 **MuniFinancial**
27388 Via Industria
Suite 110
Temelec, California 92590-3661
Phone (951) 587-3500 Fax (951) 587-3510



Vicinity Map

MAP REF NO.	ASSESSOR'S PARCEL NO.
1	316-170-001
2	316-170-002
3	316-170-004
4	316-170-006
5	316-170-007
6	316-170-010
7	316-170-013
8	316-170-014
9	316-180-002
10	316-180-003
11	316-180-005
12	316-180-006
13	316-180-008
14	316-180-009
15	316-180-010

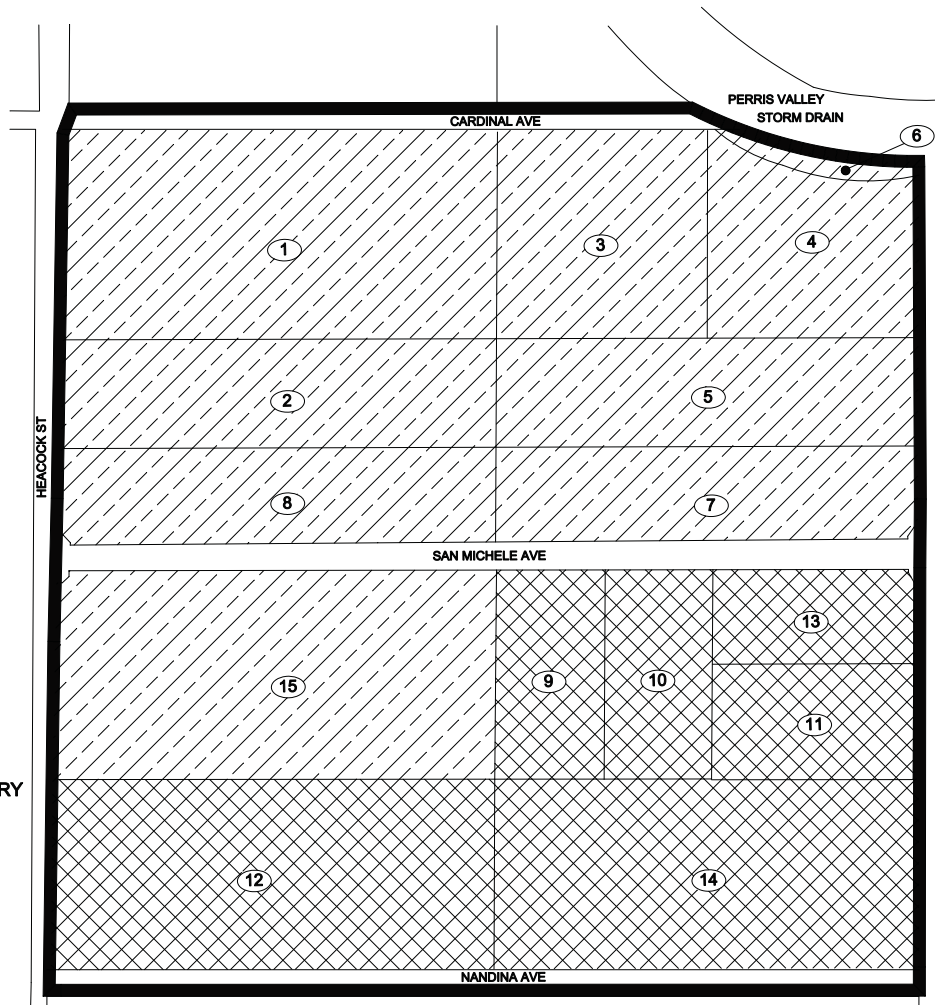
LEGEND FOR SHEET 1

 IMPROVEMENT AREA NO. 1 (IA NO. 1) BOUNDARY

 MAP REFERENCE NUMBER

 ZONE 1

 ZONE 2





Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: March 1, 2016

TITLE: TRACTS 31591, 27593, AND 33256 - ACCEPT ASSIGNMENT OF AGREEMENT FOR DEVELOPMENT IMPACT FEES (DIF) FOR TRAFFIC SIGNALS DEVELOPER – CTHT HOMES, LLC

RECOMMENDED ACTION

Recommendations:

1. Accept the Assignment of Agreement for Development Impact Fees (DIF) for Traffic Signals for Tracts 31591, 27593, and 33256.
2. Authorize the Mayor to execute the Assignment of Agreement for Development Impact Fees for Traffic Signals for Tracts 31591, 27593, and 33256.

SUMMARY

As part of the development projects for Tracts 31591, 27593, and 33256, the developer MVGH 2004, LLC (MVGH) entered into an Improvement Credit Agreement for Development Impact Fees (DIF) for Traffic Signals with the City and constructed DIF-related traffic signal improvements at the intersection of Eucalyptus Avenue and Morrison Street. Subsequent to the construction of improvements, MVGH sold the projects to PACHOME, LLC (PACHOME). PACHOME then transferred ownership of the projects to subsidiary company, CTHT Homes, LLC (CTHT). PACHOME and CTHT have requested that the City approve an Assignment Agreement, between PACHOME, CTHT, and the City as allowed under the provisions of the original DIF Improvement Credit Agreement.

DISCUSSION

MVGH entered into a DIF Improvement Credit Agreement for Traffic Signals with the City in September 2006. In October 2009, PACHOME purchased the projects from

MVGH and entered into a General Assignment Agreement with MVGH in December 2009. However, MVGH did not assign and PACHOME did not accept any of the obligations, responsibilities or duties under the original DIF Improvement Credit Agreement. Furthermore, the City was not a party to the assignment of rights between the two developers as required under the provisions of the original DIF Improvement Credit Agreement between the MVGH and the City.

PACHOME wishes to assign its rights and obligations to CTHT under the original DIF Improvement Credit Agreement. CTHT wishes to receive DIF credits for the remaining portions of the development projects that have not yet been constructed. To assign all rights, responsibilities, obligations and duties from PACHOME to CTHT, staff recommends the approval and execution of the Assignment of Agreement for DIF for Traffic Signals for Tracts 31591, 27593, and 33256 between PACHOME, CTHT, and the City.

ALTERNATIVES

1. Accept the Assignment of Agreement for DIF for Traffic Signals for Tracts 31591, 27593, and 33256 and authorize the Mayor to execute the Assignment of Agreement.
2. Do not accept the Assignment of Agreement for DIF for Traffic Signals for Tracts 31591, 27593, and 33256 and do not authorize the Mayor to execute the Assignment of Agreement. Not approving staff's recommendation would result in no DIF credits being provided to the developer.

FISCAL IMPACT

There are no fiscal impacts associated with the proposed action.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Zara Terrell
Management Analyst

Concurred By:
Vince Giron
Associate Engineer

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

Concurred By:
Henry Ngo, P.E.
Interim Engineering Division Manager

CITY COUNCIL GOALS

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

ATTACHMENTS

- 1. Assignment of Agrmt for DIF TS-TR31591, 27593, & 33256

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/12/16 2:25 PM
City Attorney Approval	<u>✓ Approved</u>	2/10/16 8:31 AM
City Manager Approval	<u>✓ Approved</u>	2/17/16 3:00 PM

ASSIGNMENT OF AGREEMENT FOR
DEVELOPMENT IMPACT FEES

FOR TRAFFIC SIGNALS FOR TRACTS 31591, 27593, AND 33256

Whereas, on September 26, 2006, the City of Moreno Valley ("City") entered into an Improvement Credit Agreement ("Agreement") with MVGH 2004, LLC, a Delaware Corporation ("Developer") with respect to real property identified as Tracts 31591, 27593, and 33256, which Agreement is attached hereto as Exhibit "A" and incorporated herein as if set forth in full.

Whereas, December 1, 2009, Developer assigned its rights under the Agreement to PACHOME, LLC. A California Limited Liability Company ("PACHOME"). However, Developer did not assign and PACHOME did not accept any of the obligations, responsibilities or duties under the Agreement. Furthermore, City was not a party to the assignment of rights between Developer and PACHOME, set forth above. The Assignment Agreement between PACHOME and Developer is attached hereto and incorporated hereas Exhibit "B".

Whereas, PACHOME wishes to assign its rights under the Agreement to CTHT Homes, LLC ("Assignee").

Whereas, Section 15.1 of the Agreement provides that PACHOME may assign its rights under the Agreement to Assignee upon the execution of an assignment agreement approved by the City and in accordance with the terms of Section 15.

Now, therefore, PACHOME, Assignee and City do hereby agree as follows:

PACHOME assigns all of its rights under the Agreement to Assignee.

Assignee is the purchaser of the real property set forth above that is the subject of the Agreement.

Assignee accepts the assignment of all rights, responsibilities, obligations and duties set forth in the Agreement and shall be bound by all terms of the Agreement.

City agrees to the Assignment of all rights, responsibilities, obligations and duties from PACHOME to Assignee.

In witness hereof, the parties have each cause their authorized representatives to execute this assignment agreement.

City of Moreno Valley

PACHOME, LLC

Christo Chung

Mayor

Title: Manager

Date: _____

Date: 1-22-2016

Approved as to Form:

CTHT HOMES, LLC

[Signature]

City Attorney

Title: MANAGER

Date: 1/22/16

DOC # 2006-0770643

10/19/2006 08:00A Fee:NC

Page 1 of 29

Recorded in Official Records

County of Riverside

Larry U. Ward

Assessor, County Clerk & Recorder



Recording requested by and when recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

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M	A	L	455	428	PCOR	NCOR	SMF	NCHG	EXAM
									030



Q

TRA:

DTT:

IMPROVEMENT CREDIT AGREEMENT -DEVELOPMENT IMPACT FEES FOR TRAFFIC SIGNALS
(Tract 31591)

Title of Document

THIS AREA FOR
RECORDER'S
USE ONLY

#9
IMPROVEMENT
CREDIT
AGREEMENT
(SIGNALS)

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

EXHIBIT A

**IMPROVEMENT CREDIT AGREEMENT
DEVELOPMENT IMPACT FEES
FOR TRAFFIC SIGNALS**

This Improvement Credit Agreement is made and entered into as of the date signed by the Mayor, by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as the "City" and MUGH 2004, LLC a Delaware corporation herein after called the "Developer."

RECITALS

WHEREAS, Developer owns 64.1 acres of real property located within the City of Moreno Valley, California, identified as Tracts 31591, 27593, and 33256 and this project was bonded under Tract 31591 Traffic Signal, which is more specifically described in the legal description set forth in *Exhibit "A,"* attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Developer has requested from City certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described in the fee credit calculation set forth in *Exhibit "B,"* attached hereto and incorporated herein by this reference ("Project");

WHEREAS, as a condition to City's approval of the Project, City has required Developer to construct certain street system improvements ("Required Improvements");

WHEREAS, 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 Development Impact Fees (DIF) for arterial streets and traffic signals (DIF obligation) which covers the Developer's fair share of the costs to construct improvements that help mitigate the traffic impacts and burdens on the City's Local System of Arterial Streets and Traffic Signals (LSASTS) generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the LSASTS;

WHEREAS, the Required Improvements are also identified in the DIF program as transportation improvements that are to be funded with the funds collected under the DIF; and

WHEREAS, City and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely construction and completion of the Required Improvements, (2) to ensure that construction of the Required Improvements is undertaken as if the Required Improvements were constructed under the direction and authority of the City, (3) to provide a means by which the Developer's costs for construction of the Required Improvements is offset against Developer's obligation to pay the applicable DIF for the Project, and (4) to provide a means for Developer to be reimbursed to the extent the actual and authorized costs for construction of the Required Improvements exceeds Developer's DIF obligation.

**IMPROVEMENT CREDIT AGREEMENT
DEVELOPMENT IMPACT FEES
FOR TRAFFIC SIGNALS**

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:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Design of Improvements. Developer is responsible for preparing construction plans and specifications. Developer is prohibited from commencing work on any portion of the Improvements until all plans and specifications for the Improvements have been submitted to and approved by City. Approval by City shall not relieve Developer from ensuring that all Improvements conform with all other requirements and standards set forth in this Agreement.

2.1 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.2 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.

2.3 Construction of Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and traffic signal improvements generally described in *Exhibit "B,"* and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by City, and which are incorporated herein by this reference ("Improvements"). Construction of the Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of City and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor,

**IMPROVEMENT CREDIT AGREEMENT
DEVELOPMENT IMPACT FEES
FOR TRAFFIC SIGNALS**

tests, design work, and engineering services necessary to fully and adequately complete the Improvements.

2.4 California Labor Code Section 1720. Developer shall be solely responsible and liable for compliance with all laws, rules and regulations applicable to the development of the project arising on account of the execution of this agreement or the receipt of any fee credits or reimbursements under this agreement. Without limiting the generality of the foregoing, Developer acknowledges that the City has advised the Developer of the contents of California Labor Code Section 1720, but has made no representation and given no advice concerning its applicability or non-applicability to the Developer's project. The Developer shall have sole responsibility to determine whether and to what extent this agreement or any credit or reimbursement received under this agreement subjects the project to prevailing wages.

2.5 Standard of Performance. Developer and its contractors, if any, shall perform all work required, constructing the Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. All work shall be done and the Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of Improvements. City shall not be responsible or liable for the maintenance or care of the Improvements until City approves and accepts them. City shall exercise no control over the Improvements until accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all of the Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary

**IMPROVEMENT CREDIT AGREEMENT
DEVELOPMENT IMPACT FEES
FOR TRAFFIC SIGNALS**

for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance.

4.0 Fees and Charges. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by City.

5.0 City Inspection of Improvements. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Improvements and areas where construction of the Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 3115 and 3116 of the Civil Code with respect to the Improvements, Developer shall provide to City such evidence or proof as City shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation.

7.0 Acceptance of Improvements; As-Built or Record Drawings. If the Improvements are properly completed by Developer and approved by City, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, City shall be authorized to accept the Improvements. City may, in its sole and absolute discretion, accept fully completed portions of the Improvements prior to such time as all of the Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Improvements. Developer shall file with the Recorder's Office of the County of Riverside a notice of completion in accordance with California Civil Code section 3093 ("Notice of Completion"). Upon the acceptance of the Improvements by City, the accepted Improvements shall become the sole and exclusive property of City without any payment therefore. Notwithstanding the foregoing, City may not accept any Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City for all such Improvements. The drawings shall be certified and shall reflect the condition of the Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the Improvements, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace,

**IMPROVEMENT CREDIT AGREEMENT
DEVELOPMENT IMPACT FEES
FOR TRAFFIC SIGNALS**

or reconstruct any defective or otherwise unsatisfactory portion of the Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of City. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the improvements and all other administrative costs expenses as provided for in this Section 9.0 of this Agreement.

10.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the Improvements at the time of City's demand for performance. In the event City elects to

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complete or arrange for completion of the remaining work and the Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

10.3 Other Remedies. No action by City pursuant to this Section 10.0 et seq. of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the Improvements, Developer or its contractor shall provide City with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the engineer's estimate of the improvements as described in this Agreement ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by City. Developer's compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the Improvements, Developer or its contractor shall provide City a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security up to fifty percent (50%) of the Estimated Costs provided under this section as the Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement. The City will assess the developer a "document clearance and processing fee" as stipulated in the City Council approved Fee Schedule table for each release requested. The City will release ninety percent (90%) of the security of the Estimated Costs upon satisfactory completion and acceptance of all Improvements. The remaining ten percent (10%) of the security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the Improvements and this Agreement, Developer or its contractor shall provide City a labor and materials bond in an amount which sum shall not be less than fifty percent (50%) of the Estimated Costs. The security provided under this section may be released by written authorization of City after six (6) months from the date City accepts all the Improvements. The amount of such security shall be

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reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A-VII", shall be licensed to do business in California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Improvements, or the plans and specifications for the Improvements shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in *Exhibit "C,"* unless other forms are deemed acceptable by the City, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as *Exhibit "C"* and incorporated herein by this reference.

12.0 Indemnification. The Developer agrees to indemnify, defend, and save the City, the Moreno Valley Community Redevelopment Agency (RDA), and the Moreno Valley Community Service District (CSD), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to Developer'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 Developer under this Agreement, or are caused or claim to be caused by the negligent acts of the Developer, its officers, agents or employees, or its subconsultant(s) or any person acting for the Developer 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, RDA, and CSD, their officers, agents or employees.

13.0 Insurance.

13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

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13.1.1 General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars (\$2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 Certificates: Primary Insurance, Cancellation Notices. A Certificate of Insurance, or an appropriate insurance binder evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City. The Certification 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 Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, their officers, employees and agents are included as a additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Community Redevelopment

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Agency, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

13.4 Term; Cancellation Notice. The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Developer shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

13.5 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

14.0 DIF Credit.

14.1 Developer's Development Impact Fees For Arterial Streets & Traffic Signals Obligation (DIF). Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to City pursuant to City of Moreno Valley Municipal Code "Chapter 3.38 Residential Development Impact Fees" or "Chapter 3.42 Commercial and Industrial Development Impact Fees". **This Agreement is for the DIF Traffic Signal component only associated with Tract 31591, Tract 27593, and Tract 33256 as all three tracts are owned by the Developer and are in close proximity to the intersection of Eucalyptus Avenue and Morrison Street. The "DIF Obligation" for the traffic signal component of the Project is One Hundred Fifteen Thousand One Hundred Thirty Nine and No/100 Dollars (\$115,139). Notwithstanding the foregoing, Developer agrees that this Agreement shall not estoppel City from adjusting the DIF in accordance with the provisions of City of Moreno Valley Municipal Code "Chapter 3.38 Residential Development Impact Fees," or "Chapter 3.42 Commercial and Industrial Development Impact Fees."**

14.2 Credit Offset Against DIF Obligation. Pursuant to City of Moreno Valley Municipal Code "Division 3.38.110 Credit for improvements provided by developers" or "Division 3.42.090 Credit for Improvements Provided By Developers," and in consideration for Developer's obligation under this Agreement to construct the Improvements, credit shall be applied by City to offset the DIF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.4 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied at the time Residential or Commercial and Industrial Development Impact Fees are paid. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the Engineer's Estimate of the value of Improvements, or (B) the City's unit cost assumptions for the value of improvements in effect at the time of this Agreement, as

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such assumptions are identified and determined in the Development Impact Fee Study adopted by the City Council ("City's Unit Cost Assumptions") or (C) Actual cost of the improvements incurred by the Developer (or Developer's contractor) for the applicable items described in the Development Impact Fee Study adopted by the City Council. The Engineer's Estimate shall hereafter be collectively referred to as "Estimated Cost". At no time will the Credit exceed the Developer DIF Obligation. If the dollar amount of the Estimated Cost exceeds the dollar amount of the DIF Obligation, Developer will be deemed to have completely satisfied its DIF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.5 of this Agreement. If the dollar amount of the Estimated Cost is less than the dollar amount of the DIF Obligation, the Developer agrees the Credit shall be applied to offset the DIF Obligation as follows:

14.2.1 For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the DIF Obligation. The residential units for which the DIF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by City pursuant to this section.

14.2.2 For non-residential structures in the Project, the Credit shall be applied to all non-residential development to offset and/or satisfy the DIF Obligation. The non-residential structure(s) for which the DIF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by City pursuant to this section.

City shall provide Developer written notice of the determinations that City makes pursuant to this section, including how the Credit is applied to offset the DIF Obligation as described above.

14.3 Submittal Timeframe for Verification of Cost for the Improvements. The Developer shall submit a complete packet to the City Engineer of the information set forth in the attached *Exhibit "D"* within 120 days of recordation of the Notice of Completion for the improvements unless otherwise approved in writing by the City Engineer. Failure by the Developer to timely submit a complete packet shall be deemed a forfeiture by the Developer of any claim under this agreement. The City Engineer, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in constructing the Improvements ("Verified Costs"). The City Engineer will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within ninety (90) calendar days of receipt of all the required information from Developer.

14.4 Reconciliation; Final Credit Offset Against DIF Obligation. The actual amount of Credit that shall be applied by City to offset the DIF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Cost Assumptions for the qualified

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DIF Improvements as determined in accordance with Section 14.2 of this Agreement (collectively "Actual Credit").

(a) DIF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the DIF Obligation ("DIF Balance"), the City Engineer shall provide written notice to Developer of the amount of the DIF Balance and Developer shall pay the DIF Balance in accordance with Agreement to fully satisfy the DIF Obligation (see *Exhibit "F" Example "A"*).

(b) DIF Reimbursement. If the dollar amount of the Actual Credit exceeds the dollar amount of the DIF Obligation, Developer will be deemed to have fully satisfied the DIF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.5 of this Agreement. City shall provide Developer written notice of the determinations that City makes pursuant to this section (see *Exhibit "F" Example "B"*).

(c) DIF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Cost, but is less than the DIF Obligation, but the Actual Credit plus additional monies collected by City from Developer for the DIF Obligation exceed the DIF Obligation ("DIF Overpayment"), Developer will be deemed to have fully satisfied the DIF Obligation for the Project and is entitled to a refund (see *Exhibit "F" Example "C"*).

14.5 Reimbursement Agreement. If authorized under either Section 14.2 or Section 14.4, Developer may apply to City for a reimbursement agreement for the amount by which the Verified Cost or the City's Unit Cost Assumptions (whichever is less) exceeds the DIF Obligation, as determined pursuant to Section 14.4 of this Agreement, or City of Moreno Valley General Management Policy #2.27 ("Reimbursement Agreement"). If City agrees to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in *Exhibit "E,"* and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein. The Reimbursement Agreement will become null and void 10 years after execution of said Agreement.

15.0 Miscellaneous.

15.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to City such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with City in a form reasonably acceptable to City, whereby Developer and Assignee agree,

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except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 Relationship between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, City shall have the right to rescind this Agreement without liability.

15.5 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City: City of Moreno Valley
City Engineer
14177 Frederick Street
Moreno Valley, CA 92552-0805
Telephone No. 951.413.3100
Fax No. 951.413.3170

To Developer: MVGH 2004, LLC
Attn: Mike Pearson
17891 Cartwright Road
Irvine, CA 92614
Telephone No. 949.681.1573
Fax No. 949.250.9231

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Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

15.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

15.7 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not workdays. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15.8 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.10 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

15.11 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15.13 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of

**IMPROVEMENT CREDIT AGREEMENT
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Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.14 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.15 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.16 Entire Agreement. This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer.

(SIGNATURE PAGE FOLLOWS)

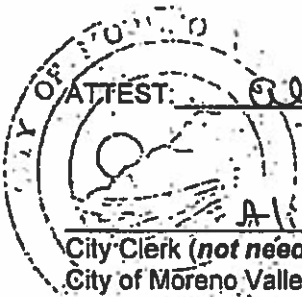
**IMPROVEMENT CREDIT AGREEMENT
DEVELOPMENT IMPACT FEES
FOR ARTERIAL STREETS AND TRAFFIC SIGNALS**

IN WITNESS WHEREOF, the Parties hereto have caused their authorized representatives to execute this Agreement.

CITY OF MORENO VALLEY,
Municipal Corporation

BY: *[Signature]*

DATE: 9/26/06



ATTEST: Alice Reed

Alice Reed
City Clerk (not needed if City Manager signs),
City of Moreno Valley, California

Approved as to Form this

5TH day of SEPTEMBER 2006

[Signature]
City Attorney
City of Moreno Valley

MVGH 2004, LLC
Name of Developer

License No.: 853236
Classification: B

Expiration Date: 1-31-07

Federal I.D. No.: 90-0140296

MVGH 2004, LLC
By: granite Homes, Inc. Hs: Manager
BY: *[Signature]*

TITLE: Co-President

BY: 1

DATE: 9/3/06

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

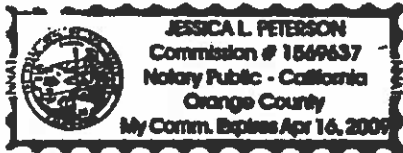
County of Orange } ss.

On 8-3-06, before me, Jessica L. Peterson, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared BJ Deizer
Name(s) of Signer(s)

personally known to me

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.



WITNESS my hand and official seal.

Place Notary Seal Above

Jessica L. Peterson
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

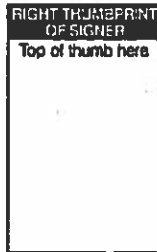
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

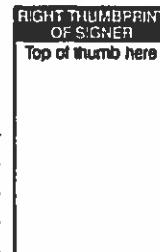
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

(ATTACHED BEHIND THIS PAGE)

EXHIBIT A

TRACT 27593, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, BEING A SUBDIVISION OF LOTS 4 AND 5 AND A PORTION OF LOT 3 AND 6, BLOCK 39, MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY MAP BOOK 11 PAGE 10, RECORDS OF SAN BERNARDINO

TRACT 33256, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, LOTS 3, 4 AND 5 BEING A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

TRACT 31591, LOT 8 IN BLOCK 49 OF MAP NO. 1, OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, AS AHOWN BY MAP ON FILE IN BOOK11, PAGE 10 OF MAPS, SAN BERNARDINO COUNTY RECORDS, TOGETHER WITH THOSE PORTIONS OF EUCALYPTUS AVENUE AND MORRISON AVENUE, WITHIN SAID BLOCK, LYING SOUTHERLY, EASTERLY AND ADJACENT TO LOT 8.

EXHIBIT "B"**CREDITS****STREETS**

The street improvements, which qualify for Development Impact Fee Arterial Streets credits, to be constructed with this project are described as: N/A

The potential credit offset to the impact fee to be applied for street improvements constructed with this project, identified as "City's Unit Cost Assumptions" in Section 14.2 of this Agreement, is the following:

ITEM	UNITS	UNIT RATE	ITEM COST
Traffic Control	LS		
Excavation and Clearing	LS		
Curb and Gutter	LF		
Asphalt Concrete	TON		
Aggregate Base	TON		
Sidewalk	SF		
Storm Drain	LF		
Signing and Striping	LS		
Median	LF		

City's Unit Cost Assumptions Total

The potential credit offset to the impact fee to be applied for street improvements constructed with this project based on the Engineer's Estimate of the cost of improvements is the following:

ITEM	UNITS	UNIT RATE	ITEM COST
Traffic Control	LS		
Excavation and Clearing	LS		
Curb and Gutter	LF		
Asphalt Concrete	TON		
Aggregate Base	TON		
Sidewalk	SF		
Storm Drain	LF		
Signing and Striping	LS		
Median	LF		

Engineer's Estimate Total

**CREDITS
DEVELOPMENT IMPACT FEES
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City established standard unit costs are used for each of the above components to determine the Engineer's Estimate Total cost of improvements, which qualify for credits. No soft costs such as Engineering, environmental or contingency costs are included. Bridges, interchanges, landscape and irrigation are not included in the calculation and thus are not eligible for credit.

The Estimate Cost to be applied as a preliminary credit offset to impact fees in this agreement is the lesser amount of the City's Unit Cost Assumptions Total, or the Engineer's Estimate Total determined above.

The Final Fee Credit Amount will be based on the actual cost of the improvements, but shall not exceed the City's Unit Cost Assumptions Total amount. Credit estimates will be made when the Street plans are final and approved. No building permits will be issued until credits have been determined and excess impact fees for Streets and Traffic signals have been paid. The Land Development Division will make the necessary calculations and provide a written estimate of credits and balances due in order to finalize Impact fee payments for building permit purposes.

No credit will be made for costs exceeding the maximum amount of impact fee due for the estimated cost of construction of improvements constructed along the frontage of the project. Credit shall not exceed the lesser of the impact fee due or the actual cost of construction of the qualified components. Actual costs will be required to be verified by submittal of supporting documents, including contracts, invoices and payments.

TRAFFIC SIGNALS

The traffic signal(s) improvements which qualify for Development Impact Fee Traffic Signal credits, to be constructed with this project are described as: **Tract 31591 Traffic Signal located at the intersection of Eucalyptus Avenue and Morrison Street includes master controller, interconnects, software, and initial coordination.**

The potential credit amount offset for impact fees to be applied for traffic signal improvements constructed with this project, as "City's Unit Cost Assumptions" in Section 14.2 of this Agreement, is **\$272,000.**

The potential credit amount offset for impact fees to be applied for "Engineer's Estimate" of the cost of improvements is **\$327,000.**

The preliminary fee credit amount offset to be applied in this agreement for traffic signal improvements will be the lesser of the City's Unit Cost Assumptions amount or the Engineer's Estimate amount.

Traffic signals must be a programmed traffic signals (on the Future Traffic Signal list) in order to qualify for fee credit. Traffic signal equipment, poles and cabinets must be

EXHIBIT B-2

**CREDITS
DEVELOPMENT IMPACT FEES
FOR ARTERIAL STREETS AND TRAFFIC SIGNALS**

installed in their ultimate locations. (Ultimate locations will be based on street widths in the current General Plan Circulation Map or the area's Specific Plan.) The applicant will be responsible to submit paid invoices at the end of construction. Exact Fee credits will be determined after the construction is complete, and all invoices have been submitted to the City. Fee credits will only be given for traffic signal equipment, related labor and the cost of design. Traffic Signal Fee credits will not be given for any street improvements, drainage facilities, curb, gutter, sidewalk, etc. Fee credits will only be issued for the portion of traffic signal built in the ultimate location that will not require any alteration or relocation when the ultimate traffic signal is constructed.

The Final Fee Credit will be based on the lesser amount, of the actual costs as verified by the City Engineer or the City's Unit Cost Assumptions determined above.

EXHIBIT "C"

FORMS FOR SECURITY:

(see Faithful Performance Bond, and Material and Labor Bond
at end of Agreement for Public Improvements packet)

EXHIBIT C

Revised 5/1/06

EXHIBIT "D"**DOCUMENTATION TO BE PROVIDED TO CITY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS**

1. Plans, specifications and Developer's civil engineer's cost estimate;
2. Bid Summary of all bidders and bid items describing scope of work;
3. Contracts and change orders with each contractor or vendor;
4. Invoices received including canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks) specifically as described in the "City's Unit Cost Assumptions" line items;
5. Spreadsheet showing total costs incurred in and related to the construction of each Improvement and the check number for each item of cost and invoice specifically as described in the "City's Unit Cost Assumptions" line items;
6. Such further documentation as may be reasonably required by City to evidence the completion of construction and the payment of each item of cost and invoice specifically as described in the "City's Unit Cost Assumptions" line items;
7. Developer provides one (1) set of "as-built" or record drawings or plans to the City for all such Improvements. The drawings shall be certified as "as-built" by a registered civil engineer and shall reflect the condition of the Improvements as constructed, with all changes incorporated therein;
8. Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the Improvements in accordance with California Civil Code section 3093 ("Notice of Completion") within 10 calendar days from the completion of the Improvements and furnish a copy to the City. Prior to filing a "Notice of Completion", the Developer shall notify the City in writing that the project was completed according to the approved plans and specifications, or as modified by approved Contract Change Orders, and written verification from the City Engineer, or his or her designee;
9. 35 calendar days after the recordation of the "Notice of Completion," provide a letter from an authorized agent of the Developer indicating that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. The City may also require final lien releases from each contractor and vendor.

EXHIBIT D

EXHIBIT "E"

**REIMBURSEMENT AGREEMENT
DEVELOPMENT IMPACT FEES PROGRAM**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Manager/City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **MVGH 2004, LLC** as Principal hereinafter designated as "Developer" and have entered into a Contract Agreement whereby the Developer agrees to construct or install and complete certain designated public improvements, which said Contract Agreement, effective on the date signed by the City Manager/Mayor and identified as **Tract 31591 Traffic Signal**, is hereby referred to and made a part hereof; and

RECITALS

WHEREAS, City and Developer are parties to an agreement referenced above entitled "Improvement Credit Agreement – Development Impact Fees for Arterial Streets and Traffic Signals" (hereinafter "Credit Agreement");

WHEREAS, Sections 14.1 through 14.4 of the Credit Agreement provide that Developer is obligated to pay City the DIF Obligation, as defined therein, but shall receive credit to offset the DIF Obligation if Developer constructs and City accepts the Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the DIF Obligation, Developer may apply to City for a reimbursement agreement for the amount by which the credit exceeds the DIF Obligation;

WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, City has consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement;

EXHIBIT E-1

**REIMBURSEMENT AGREEMENT
DEVELOPMENT IMPACT FEES
FOR ARTERIAL STREETS AND TRAFFIC SIGNALS**

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Cost or City's Unit Cost Assumptions (whichever is less) exceeds the dollar amount of the DIF Obligation as determined pursuant to the Credit Agreement, ("Reimbursement"). In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the DIF Obligation pursuant to Sections 14.2, 14.3, and 14.4 of the Credit Agreement, and one hundred percent (100%) of the approved City's Unit Cost Assumptions for the Improvements in effect at the time of the payment of development impact fees as such assumptions are identified and determined in the Development Impact Fee Study adopted by City Council.

5.0 Payment of Reimbursement; Funding Contingency. Payment of the Reimbursement to Developer shall be made by City, subject to the following:

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the Improvements are completed and accepted by City, in accordance with the Credit Agreement, and (ii) City has funds available and appropriated for payment of the Reimbursement.

5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by City.

6.0 Affirmation of Credit Agreement. City and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit Agreement, except by this Agreement. City and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. City and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.

EXHIBIT E-2

**REIMBURSEMENT AGREEMENT
DEVELOPMENT IMPACT FEES
FOR ARTERIAL STREETS AND TRAFFIC SIGNALS**

7.0 Incorporation into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as *Exhibit "E"* to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.5, and Sections 15.0 through 15.17.

(SIGNATURE PAGE FOLLOWS)

**REIMBURSEMENT AGREEMENT
DEVELOPMENT IMPACT FEES
FOR ARTERIAL STREETS AND TRAFFIC SIGNALS**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF MORENO VALLEY,
Municipal Corporation

BY: _____

DATE: _____

ATTEST: _____

City Clerk (*not needed if City Manager signs*),
City of Moreno Valley, California

Approved as to Form this

_____ day of _____ 20_____

City Attorney
City of Moreno Valley

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.

Name of Developer

License No.: _____

Classification: _____

Expiration Date: _____

Federal I.D. No.: _____

BY: _____

TITLE: _____

BY: _____

DATE: _____

EXHIBIT "F"**RECONCILIATION EXAMPLES**

All examples are based on a single-family residential development project of 200 dwelling units:
200 SF dwelling units @ \$ / dwelling unit = \$1,330,000 in fees (DIF Obligation).

Example A: "DIF BALANCE"**CREDIT**

DIF Obligation:	\$1,330,000
Estimated Cost: Engineer's Estimate (\$1,500,000) or City's Unit Cost Assumption (\$1,600,000) whichever is less:	<u>\$1,500,000</u>
Potential Reimbursement:	(\$170,000)

RECONCILIATION

DIF Obligation:	\$1,330,000
Actual Credit:	<u>\$1,200,000</u>
DIF Balance (Payment to DIF):	\$130,000

Example B: "REIMBURSEMENT"**CREDIT**

DIF Obligation:	\$1,330,000
Estimated Cost: Engineer's Estimate (\$1,500,000) or City's Unit Cost Assumption (\$1,600,000) whichever is less:	<u>\$1,500,000</u>
Potential Reimbursement:	(\$170,000)

RECONCILIATION

DIF Obligation:	\$1,330,000
Actual Credit:	<u>\$1,500,000</u>
Reimbursement Agreement with Developer (Based on Priority):	(\$170,000)

Example C: "DIF OVERPAYMENT"**CREDIT**

DIF Obligation:	\$1,330,000
Estimated Cost: Engineer's Estimate (\$1,200,000) or City's Unit Cost Assumption (\$1,500,000) whichever is less:	<u>\$1,200,000</u>
Remaining DIF Obligation:	\$130,000
Prorated Fee: \$130,000 / 200 du =	\$650 / du

RECONCILIATION

Actual Credit:	\$1,300,000
DIF payments from Developer (\$650 per unit x 200 units):	<u>\$130,000</u>
Actual Credit plus DIF Payment:	<u>\$1,430,000</u>

DIF Obligation:	\$1,330,000
Actual Credit plus DIF Payment:	<u>\$1,430,000</u>
DIF Overpayment (Refund to Developer):	(\$100,000)

**EXHIBIT "C"
GENERAL ASSIGNMENT**

This General Assignment ("Assignment") is entered as of 12-01, 2009, between MVGH 2004, LLC, a Delaware limited liability company ("Assignor"), and PACHOMB, LLC, a California limited liability company ("Assignee"), with reference to the following:

A. Assignor and Assignee (or its predecessor in interest) have entered into a Purchase And Sale Agreement With Escrow Instructions dated October 29 2009 ("Purchase Agreement") in which Assignee has agreed to purchase certain real property more particularly described in the Purchase Agreement ("Property").

B. Pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all tangible and intangible property rights related to the Property.

For good and valuable consideration, Assignor and Assignee agree as follows:

Section 1. Assignment. Assignor assigns all of Assignor's rights, title and interest in and to all tangible and intangible property and rights directly and/or indirectly related to the Property, without representation or warranty, including without limitation all of Seller's rights in and to all of the following: all plans and specifications relating to the planned construction of improvements on the Real Property, construction drawings, if any, all governmental permits, entitlements, maps, surveys, licenses, utility contracts, architect's agreements, consulting agreements, service contracts, maintenance contracts, operating contracts, agreements, deposits, reimbursements, project files, entitlements, development rights, use of the trade name of the Property and other intangible property (if any) owned by Seller in connection with the development, operation, or ownership of the Property and all other rights relating to the ownership, use, or operation of the Real Property. Assignee accepts the foregoing assignment, but Assignee does not assume any duties or obligations with respect to the rights assigned hereunder.

Section 2. Successors. This Assignment shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

Section 3. Severability. If any term or provision of this Assignment shall be held invalid or unenforceable, the remainder of this Assignment shall not be affected.

Section 4. Waivers. No waiver or breach of any covenant or provision shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.

Section 5. Construction. Headings are solely for the parties' convenience, are not a part of this Assignment, and shall not be used to interpret this Assignment. The singular form shall include the plural and vice versa. This Assignment shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Assignment.

Section 6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Section 7. Amendment. This Assignment may not be amended or altered except by a written instrument executed by Assignor and Assignee.

Section 8. Further Assurances. Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver any further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any further instruments or documents that are necessary, expedient, or proper to complete any conveyances, transfers, sales, and assignments contemplated by this Assignment. In addition, each party shall do any other acts and execute, acknowledge, and deliver any requested documents in order to carry out the intent and purpose of this Assignment.

Section 9. Attorneys' Fees. In the event of any litigation between Assignor and Assignee arising out of the obligations of Assignor under this Assignment or concerning interpretation of any of its provisions, the losing party shall pay the prevailing party's costs and expenses of the litigation, including reasonable attorneys' fees, expenses and costs.

Section 10. Governing Law. This Assignment shall be governed and construed in accordance with California law.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:

MVGH 2004, LLC,
a Delaware limited liability company

By: *Paul K...*
Its: Authorized Signor

ASSIGNEE:

PACHOME, LLC,
a California limited liability company

By: *Rep*
Its: *M...*



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: March 1, 2016

TITLE: COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2015/2016 AS OF 12/31/15

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Fiscal Year 2015/2016 Council Discretionary Expenditure Reports as of December 31, 2015.

SUMMARY

This staff report is prepared at the request of City Council to provide transparency with respect to the expenditure of City funds from the City Council Discretionary Expenditure accounts. This report is for each council member's year to date expenditures for the Fiscal Year 2015/2016, as of December 31, 2015. Each Council District receives an annual budget allocation of \$3,000. In addition, the Mayor receives an additional \$3,000 annually. The reports include each transaction with a clear description of the expenditure.

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

The expenditure reports for the Mayor Differential and five independent council districts list, in date order, the transactions allocated to the discretionary expenditure accounts. These reports are unaudited as of the date of this transmittal. Since the reports are reconciled to the City's general ledger, they will be considered audited and final with the completion of the independent audit for FY 2015/16 when completed by Vasquez & Company.

These reports will continue to be provided on a monthly basis. Once available, they are

posted to the City’s website and included on the next scheduled City Council agenda. The reports will follow the same cycle, and will appear with, the monthly payment register on City Council agendas in the future.

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Marshall Eyerman
Chief Financial Officer

CITY COUNCIL GOALS

None

ATTACHMENTS

- 1. District Spending FY 15.16 (as of 12-31-15)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/03/16 7:18 PM
City Attorney Approval	<u>✓ Approved</u>	2/02/16 8:36 AM
City Manager Approval	<u>✓ Approved</u>	2/17/16 3:00 PM



MAYOR DIFFERENTIAL

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620130

As of December 31, 2015

Date	Amount	Description
9/11/2015	\$ 7.99	Mayor's Meet & Greet 9/11/15 - Refreshments (Petty Cash)
11/19/2015	\$ 19.80	Mayor's Meet & Greet 10/9/15, 10/23/15, 11/6/15 - Refreshments (Petty Cash)
12/15/2015	\$ 65.59	Mayor's Employee Thank You 12/16/15 - Refreshments
12/15/2015	\$ 63.92	Mayor's Employee Thank You 12/16/15 - Refreshments (Petty Cash)
12/16/2015	\$ 200.00	Donation to Support MVPD Operation Holiday Cheer Program
	<hr/>	
	\$ 357.30	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ 2,642.70	FY 15/16 Budget Amount Remaining

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

Updated as of: 1/25/16



COUNCIL DISTRICT 1

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620111

As of December 31, 2015

Date	Amount	Description
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/3/2015	\$ 15.00	Wake-up Moreno Valley Meeting 8/26/15
10/21/2015	\$ 10.00	Ride MoVal 2015 10/25/15
11/9/2015	\$ 25.00	LCC Riverside County Division General Meeting 11/9/15
11/16/2015	\$ 50.00	2015 State of Riverside County 11/19/15
12/4/2015	\$ 10.00	Employee Retirement Celebration 12/15/15 (Petty Cash)
12/15/2015	\$ 15.00	Wake-up Moreno Valley Meeting 11/18/15
12/22/2015	\$ 500.00	Donation to United States Veterans Initiative (U.S. VETS-Inland Empire)
	<hr/>	
	\$ 660.00	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ 2,340.00	FY 15/16 Budget Amount Remaining

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

Updated as of: 1/25/16



COUNCIL DISTRICT 2

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620112

As of December 31, 2015

Date	Amount	Description
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/3/2015	\$ 15.00	Wake-up Moreno Valley Meeting 8/26/15
9/8/2015	\$ 13.50	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Parking (Petty Cash)
9/10/2015	\$ 177.50	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Travel Per Diem
9/10/2015	\$ 45.38	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Vehicle Rental
9/10/2015	\$ 8.00	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Parking
9/10/2015	\$ 9.50	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Fuel for Rental Vehicle
9/20/2015	\$ 30.00	2015 Advancing Choice Expo 10/9/15
10/1/2015	\$ 45.00	MASH Bash 10/3/15 (Petty Cash)
10/2/2015	\$ 125.00	BIA RC Installation & Awards Celebration 10/16/15
10/13/2015	\$ 125.00	Inland Empire Navy Birthday & Ball 240 Years 10/17/15
10/20/2015	\$ 125.00	Riverside County Education Summit 10/28/15
11/9/2015	\$ 25.00	LCC Riverside County Division General Meeting 11/9/15
12/4/2015	\$ 10.00	Employee Retirement Celebration 12/15/15 (Petty Cash)
12/7/2015	\$ 16.99	City Holiday Events - Candy Canes
12/8/2015	\$ 16.99	City Holiday Events - Candy Canes (Petty Cash)
12/8/2015	\$ 25.00	March Field Air Museum Annual Holiday Party 12/7/15
12/16/2015	\$ 100.00	Donation to Support MVPD Operation Holiday Cheer Program
12/23/2015	\$ 259.46	LCC Policy Committee 1/22/16 - Airfare
	\$ 1,207.32	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ 1,792.68	FY 15/16 Budget Amount Remaining

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

Updated as of: 1/25/16



COUNCIL DISTRICT 3

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620113

As of December 31, 2015

Date	Amount	Description
7/28/2015	\$ 15.00	Wake-up Moreno Valley Meeting 7/22/15
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/3/2015	\$ 15.00	Wake-up Moreno Valley Meeting 8/26/15
11/9/2015	\$ 25.00	LCC Riverside County Division General Meeting 11/9/15
11/16/2015	\$ 50.00	2015 State of Riverside County 11/19/15
12/4/2015	\$ 10.00	Employee Retirement Celebration 12/15/15 (Petty Cash)
12/8/2015	\$ 25.00	March Field Air Museum Annual Holiday Party 12/7/15
12/15/2015	\$ 15.00	Wake-up Moreno Valley Meeting 11/18/15
12/16/2015	\$ 100.00	Donation to Support MVPD Operation Holiday Cheer Program
12/23/2015	\$ 259.46	LCC Policy Committee 1/22/16 - Airfare
	\$ 549.46	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ 2,450.54	FY 15/16 Budget Amount Remaining

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

Updated as of: 1/25/16



COUNCIL DISTRICT 4

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620114

As of December 31, 2015

Date	Amount	Description
7/28/2015	\$ 15.00	Wake-up Moreno Valley Meeting 7/22/15
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/8/2015	\$ 13.50	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Parking (Petty Cash)
9/10/2015	\$ 45.38	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Vehicle Rental
9/10/2015	\$ 8.00	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Parking
9/10/2015	\$ 9.49	LCC 2015 Mayor & Council Forum 6/24/15-6/26/15 - Fuel for Rental Vehicle
11/5/2015	\$ 106.50	USC Price EXED Local Leaders Program 11/20/-11/21/15 - Travel Per Diem
11/9/2015	\$ 25.00	LCC Riverside County Division General Meeting 11/9/15
11/13/2015	\$ 75.00	BIA Casino Noir 11/19/15
	\$ 332.87	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ 2,667.13	FY 15/16 Budget Amount Remaining

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

Updated as of: 1/25/16



COUNCIL DISTRICT 5

Fiscal Year 2015/2016 Council Discretionary Expenditures

Account: 1010-10-01-10010-620115

As of December 31, 2015

Date	Amount	Description
9/2/2015	\$ 35.00	State of the City Address 8/27/15
9/28/2015	\$ 15.00	Wake-up Moreno Valley Meeting 9/23/15
10/8/2015	\$ 140.40	ADA Handicap Toilet Rental Edgemont Cleanup 10/9/15
11/9/2015	\$ 25.00	LCC Riverside County Division General Meeting 11/9/15
12/4/2015	\$ 10.00	Employee Retirement Celebration 12/15/15 (Petty Cash)
12/16/2015	\$ 100.00	Donation to Support MVPD Operation Holiday Cheer Program
	\$ 325.40	TOTAL Council Discretionary Expenditures for FY 15/16
	\$ 3,000.00	FY 15/16 Budget Amount
	\$ 2,674.60	FY 15/16 Budget Amount Remaining

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

Updated as of: 1/25/16



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: March 1, 2016

TITLE: PAYMENT REGISTER - DECEMBER 2015

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

ATTACHMENTS

1. December 2015 Payment Register

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/21/16 10:15 AM
City Attorney Approval	<u>✓ Approved</u>	1/21/16 10:21 AM
City Manager Approval	<u>✓ Approved</u>	1/21/16 1:35 PM



**City of Moreno Valley
Payment Register
For Period 12/1/2015 through 12/31/2015**

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
APPIAN ESCROW COMPANY	16508	12/11/2015	W151202	ACQUISITION OF 22899 ALLIES PL FROM HOME FUNDS	\$263,000.00
Remit to: RIVERSIDE, CA					FYTD: \$263,000.00
ATHALYE CONSULTING ENGINEERING SERVICES	16393	12/07/2015	1510-MV-01	INSPECTION SVCS-PRIVATE WATERCOURSE ADVISORY & ENFORCEMENT PROG.	\$29,597.94
Remit to: LAKE FOREST, CA					FYTD: \$152,433.10
COUNTY OF RIVERSIDE SHERIFF	16530	12/21/2015	SH0000027306	CONTRACT LAW ENFORCEMENT BILLING #3 (8/20-9/16/15)	\$2,500,297.90
Remit to: RIVERSIDE, CA					FYTD: \$15,503,726.39
COUNTY OF RIVERSIDE, AUDITOR- CONTROLLER	226929	12/07/2015	SEPT-15	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	\$41,470.25
		12/07/2015	OCT-15	TRANSMITTAL OF AB544 FROM PARKING CONTROL FEES	
Remit to: RIVERSIDE, CA					FYTD: \$169,070.29
DATA TICKET, INC.	16396	12/07/2015	66540	ADMIN CITATION PROCESSING-B&S-OCT15	\$34,432.93
		12/07/2015	66018TPC	THIRD PARTY COLLECTIONS-CODE-OCT15	
		12/07/2015	65535	ADMIN CITATION PROCESSING-PARK RANGERS-SEP15	
		12/07/2015	65741TPC	THIRD PARTY COLLECTIONS-CODE-SEPT15	
		12/07/2015	65509	ADMIN CITATION PROCESSING-CODE (RED)-SEPT15	
		12/07/2015	65741	ADMIN CITATION PROCESSING-CODE-SEPT15	
		12/07/2015	65225TPC	THIRD PARTY COLLECTIONS-CODE-SEPT15	
		12/07/2015	65225	PARKING CITATION PROCESSING-CODE-SEPT15	
		12/07/2015	66018	PARKING CITATION PROCESSING-CODE-OCT15	
Remit to: NEWPORT BEACH, CA					FYTD: \$146,930.98

Attachment: December 2015 Payment Register (1889 : PAYMENT REGISTER - DECEMBER 2015)



City of Moreno Valley
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For Period 12/1/2015 through 12/31/2015

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
EASTERN MUNICIPAL WATER DISTRICT	226931	12/07/2015	NOV-15 12/7/15	WATER CHARGES	\$37,832.06
		12/07/2015	OCT-15 12/7/15	WATER CHARGES	
		12/07/2015	224409-02 OCT-15	WATER CHARGES	
	226998	12/14/2015	NOV-15 12/14/15	WATER CHARGES	\$51,135.09
	227124	12/28/2015	DEC-15 12/28/15	WATER CHARGES	\$28,138.53
		12/28/2015	NOV-15 12/28/15	WATER CHARGES	
Remit to: PERRIS, CA					<u>FYTD:</u> \$1,011,567.04
EMPLOYMENT DEVELOPMENT DEPARTMENT	16433	12/11/2015	2016-00000217	CA TAX - STATE TAX WITHHOLDING*	\$34,640.81
	16561	12/24/2015	2016-00000233	CA TAX - STATE TAX WITHHOLDING*	\$32,651.80
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$475,173.71

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	16456	12/14/2015	40-317A-02	WORK AUTHORIZATION 40-317A	\$374,022.55
		12/14/2015	0405-1-202	DISTRIBUTION CHARGES 9/21-10/19/15	
		12/14/2015	0405-MTS1-SP122	ELECTRIC METER FEES	
		12/14/2015	0406-Temp MF-108	ELECTRIC METER FEES-TEMPORARY METERS	
		12/14/2015	40-315B-04	WORK AUTHORIZATION 40-315B	
		12/14/2015	40-322A-01	WORK AUTHORIZATION 40-322A	
		12/14/2015	40-309B-05	WORK AUTHORIZATION 40-309B	
		12/14/2015	40-315A-04	WORK AUTHORIZATION 40-315A	
		12/14/2015	40-316B-04	WORK AUTHORIZATION 40-316B	
		12/14/2015	40-320-04	WORK AUTHORIZATION 40-320	
		12/14/2015	40-318B-01	WORK AUTHORIZATION 40-318B	
		12/14/2015	40-318A-03	WORK AUTHORIZATION 40-318A	
		12/28/2015	40-321-01	WORK AUTHORIZATION 40-321 - ROSS OUTAGE 7/12/15	
		12/28/2015	C15-08	PROF. SERVICES RE: DAMAGE TO 12KV SWITCH S773	
12/28/2015	0405-1-203	DISTRIBUTION CHARGES 10/19-11/20/15			
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$2,665,811.94
EXELON GENERATION COMPANY, LLC	16459	12/14/2015	MVEU-00023A	ENERGY PURCHASE	\$696,155.35
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$4,974,148.55
GRIFFITH COMPANY	227129	12/28/2015	8-Cactus	CONSTRUCTION - CACTUS WDNG	\$114,297.20
Remit to: BREA, CA					<u>FYTD:</u> \$2,850,661.37

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
HABITAT FOR HUMANITY RIVERSIDE	16464	12/14/2015	DRAW NO. 31	NSP3-8 SINGLE FAMILY HOMES-24265 MYERS AVE.	\$200,000.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$406,557.42
HILLCREST CONTRACTING, INC	16403	12/07/2015	PB 23641	CONSTRUCTION - NASON ST IMP	\$689,315.89
	16466	12/14/2015	PB 23634 R	RELEASE OF RETENTION - 801 0027 70 77	\$71,531.07
Remit to: CORONA, CA					<u>FYTD:</u> \$2,534,466.04
HITACHI DATA SYSTEMS/AVRIO RMS GROUP	16467	12/14/2015	70004322	TECHNOLOGY SOFTWARE/HARDWARE MAINT (NET OF S.TAX CREDIT)	\$111,999.96
Remit to: SANTA CLARA, CA					<u>FYTD:</u> \$328,206.29
INTERNAL REVENUE SERVICE CENTER	16435	12/11/2015	2016-00000219	FED TAX - FEDERAL TAX WITHHOLDING*	\$136,010.27
	16563	12/24/2015	2016-00000235	MEDICARE - MEDICARE TAX WITHHOLDING*	\$127,754.36
Remit to: OGDEN, UT					<u>FYTD:</u> \$1,781,428.89
KEYSTONE BUILDERS, INC	16408	12/07/2015	10	CONSTRUCTION - CORP YARD	\$91,032.28
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$981,786.39
KRAFTSMAN TRAILERS	226937	12/07/2015	K16-2993	2016 KRAFTSMAN MODEL HP 12 TON 102"X24' + 5 TANDEM DUAL EQUIPT	\$39,387.60
		12/07/2015	K16-2994	2016 KRAFTSMAN MODEL HP 12 TON 102"X24' + 5 TANDEM DUAL EQUIPT	
		12/07/2015	K16-2995	2016 KRAFTSMAN MODEL GP 7 TON 102"X16' + 4 DECK OVER TAG-A-LONG	
Remit to: RAMSEUR, NC					<u>FYTD:</u> \$39,387.60

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

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
LETNER ROOFING COMPANY	226938	12/07/2015	43776	CRC & PSB ROOFING RESTORATION/REPAIRS PROJECT-PP#3	\$63,663.00
		12/07/2015	43853	ROOF REPAIR - FS #99	
Remit to: ORANGE, CA					FYTD: \$405,913.20
LIBRARY SYSTEMS & SERVICES, LLC	16474	12/14/2015	15527	LIBRARY CONTRACTUAL SERVICES & MATERIALS-DEC15	\$122,000.91
		12/14/2015	15528	LIBRARY I.T. SERVICES-DEC15	
Remit to: ROCKVILLE, MD					FYTD: \$732,005.46
MAMCO, INC	227068	12/21/2015	4-ES	CONSTRUCTION - E SUNNYMEAD SD	\$501,621.00
Remit to: RIVERSIDE, CA					FYTD: \$883,242.12
MORENO VALLEY UTILITY	226943	12/07/2015	DEC-15 12/7/15	ELECTRICITY CHARGES	\$70,377.58
Remit to: HEMET, CA					FYTD: \$571,504.05
MOSS BROS. AUTOGROUP	226944	12/07/2015	VIN NO. 45494	2015 RAM 2500 CREW CAB VIN#3C6TR5DT8FG645494	\$179,927.40
		12/07/2015	VIN NO. 27345	2015 RAM 2500 CREW CAB VIN#3C6TR5DT0FG627345	
		12/07/2015	VIN NO. 52981	2015 RAM 1500 QUAD CAB VIN#1C6RR6GT8FS552981	
		12/07/2015	VIN NO. 11161	2015 RAM 1500 QUAD CAB VIN#1C6RR6GT7FS511161	
		12/07/2015	VIN NO. 41330	2015 RAM 1500 QUAD CAB VIN#1C6RR6GT0FS541330	
		12/07/2015	VIN NO. 12257	2015 RAM 1500 QUAD CAB VIN#1C6RR6GT3FS512257	
Remit to: RIVERSIDE, CA					FYTD: \$179,927.40

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
NATIONWIDE RETIREMENT SOLUTIONS CP	16439	12/11/2015	2016-00000223	8010 - DEF COMP 457 - NATIONWIDE*	\$55,949.13
Remit to: COLUMBUS, OH					FYTD: \$373,325.76
NOBLE AMERICAS ENERGY SOLUTIONS	16541	12/21/2015	153480005097534	ELECTRICITY POWER PURCHASE FOR MVU	\$176,580.06
Remit to: PASADENA, CA					FYTD: \$1,190,588.16
PERS HEALTH INSURANCE	16440	12/09/2015	W151201	EMPLOYEE HEALTH INSURANCE	\$186,375.34
Remit to: SACRAMENTO, CA					FYTD: \$1,103,566.06
PERS RETIREMENT	16389	12/04/2015	P151120	PERS RETIREMENT DEPOSIT - CLASSIC	\$231,534.89
	16509	12/18/2015	P151204	PERS RETIREMENT DEPOSIT - CLASSIC	\$229,007.37
	16593	12/31/2015	P151218	PERS RETIREMENT DEPOSIT - CLASSIC	\$230,984.71
Remit to: SACRAMENTO, CA					FYTD: \$3,649,896.07
RIVERSIDE COUNTY SHERIFF'S DEPT.	227078	12/21/2015	SH0000026970	FY15/16 CAL-ID MEMBER AGENCY ASSESSMENT	\$199,258.00
Remit to: RIVERSIDE, CA					FYTD: \$199,258.00
SIGLER WHOLESALE DISTRIBUTORS	227135	12/28/2015	INV-RVS15017362	30 TON CARRIER GAS/ELECTRIC PACKAGE UNIT FOR MFPCC	\$63,921.40
		12/28/2015	INV-RVS15017002	30 TON CARRIER GAS/ELECTRIC PACKAGE UNIT FOR MFPCC	
		12/28/2015	INV-RVS15017361	30 TON CARRIER GAS/ELECTRIC PACKAGE UNIT FOR MFPCC	
		12/28/2015	INV-RVS15017110	30 TON CARRIER GAS/ELECTRIC PACKAGE UNIT FOR MFPCC	
Remit to: LOS ANGELES, CA					FYTD: \$81,028.94

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
SOUTHERN CALIFORNIA EDISON 1	227083	12/21/2015	707-6081/NOV-15	ELECTRICITY CHARGES	\$114,730.22
		12/21/2015	NOV-15 12/21/15	ELECTRICITY CHARGES	
		12/21/2015	721-3449/NOV-15	IFA CHARGES-SUBSTATION	
	227084	12/21/2015	587-9520/NOV-15a	ELECTRICITY-FERC CHARGES	\$63,791.06
		12/21/2015	7500602293	WDAT CHARGES-MVU/GRAHAM ST.-OCT15	
		12/21/2015	7500602095	WDAT CHARGES-MVU/IRIS AVE.-OCT15	
		12/21/2015	7500602114	RELIABILITY SERVICE-DLAP_SCE_SEES_HV-AUG15	
		12/21/2015	7500602097	WDAT CHARGES-MVU/NANDINA AVE.-OCT15	
		12/21/2015	7500602098	WDAT CHARGES-MVU/FREDERICK AVE.-OCT15	
		12/21/2015	7500602099	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-OCT15	
	12/21/2015	7500602102	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-OCT15		
	12/21/2015	7500602096	WDAT CHARGES-MVU/GLOBE ST.-OCT15		
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$1,591,656.98
STANDARD INSURANCE CO	16423	12/07/2015	151201a	LIFE & DISABILITY	\$27,775.93
Remit to: PORTLAND, OR					<u>FYTD:</u> \$170,255.52
STEVEN B. QUINTANILLA A PROFESSIONAL CORPORATION	227025	12/14/2015	AUG-2015	INTERIM CITY ATTORNEY LEGAL SERVICES 8/1-8/31/15	\$47,835.00
		12/14/2015	JUL-2015	INTERIM CITY ATTORNEY LEGAL SERVICES 7/14-7/31/15	
Remit to: RANCHO MIRAGE, CA					<u>FYTD:</u> \$47,835.00
TENASKA ENERGY, INC	16493	12/14/2015	1342-NOV-15-01	RESOURCE ADEQUACY-MV UTILITY-NOV15	\$25,460.00
Remit to: OMAHA, NE					<u>FYTD:</u> \$371,880.00

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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>
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	16432	12/08/2015	201512	DECEMBER 2015 RETIREE MEDICAL BENEFIT BILLING	\$43,252.46
Remit to: TEMECULA, CA					<u>FYTD:</u> \$301,860.35
THINK TOGETHER, INC	16495	12/14/2015	111-15/16-5	ASES PROGRAM MANAGEMENT SERVICES	\$492,539.36
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$2,462,696.80
TRANSPORTATION & ENERGY SOLUTIONS, INC	16425	12/07/2015	MOV-002-10-12-15	CONSULTANT INVOICE - DYNAMIC MESSAGE BOARDS 808 0016	\$66,742.45
		12/07/2015	MOV-001-10-12-15	CONSULTANT - ITS PHASE 1B (808 0015)	
Remit to: YORBA LINDA, CA					<u>FYTD:</u> \$92,858.45
U.S. BANK/CALCARDS	16427	12/07/2015	11-27-15	OCT. 2015 CALCARD ACTIVITY	\$190,663.82
Remit to: ST. LOUIS, MO					<u>FYTD:</u> \$1,388,024.49
VANCE CORPORATION	16559	12/21/2015	Reche-1	CONSTRUCTION - RECHE VISTA	\$329,020.62
Remit to: RIALTO, CA					<u>FYTD:</u> \$329,020.62
WILLDAN ENGINEERING	16592	12/28/2015	002-16099	PLAN CHECK & INSPECTION SVCS FOR BLDG. & SAFETY-OCT15	\$32,192.88
		12/28/2015	002-16029	PLAN CHECK & INSPECTION SVCS FOR BLDG. & SAFETY-SEP15	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$325,920.55
WRCRCA	227022	12/14/2015	NOV-2015 MSHCP	MSHCP FESS COLLECTED FOR NOV. 2015-RESIDENTIAL & COMMERCIAL	\$95,314.75
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$592,331.77

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

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
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TOTAL AMOUNTS OF \$25,000 OR GREATER					\$9,870,585.21
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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>
JIMENEZ, JESUS	227094	12/21/2015	1309974	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
ABILITY COUNTS, INC	16513	12/21/2015	ACI12098	LANDSCAPE MAINT-CFD#1-NOV15	\$2,065.00
Remit to: CORONA, CA					<u>FYTD:</u> \$10,325.00
ACCELA, INC.	16514	12/21/2015	INV-ACC16244	TRAVEL EXPENSES-DEV'T. SVCS. PROJ.	\$3,847.01
		12/21/2015	INV-ACC14927	TRAVEL EXPENSES-DEV'T. SVCS. PROJ.	
		12/21/2015	INV-ACC14560	TRAVEL EXPENSES-DEV'T. SVCS. PROJ.	
		12/21/2015	INV-ACC16515	TRAVEL EXPENSES-DEV'T. SVCS. PROJ.	
Remit to: SAN RAMON, CA					<u>FYTD:</u> \$44,046.03
ACCESS ELECTRIC SUPPLY	226985	12/14/2015	28261	LIGHTING SYSTEM-COTTONWOOD REC. CTR RENOVATION PHASE II PROJ.	\$8,603.28
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$62,195.97
ADDICTION MEDICINE CONSULTANTS, INC.	16441	12/14/2015	12M16	RANDOM DRUG TESTING SERVICES	\$2,325.00
Remit to: REDLANDS, CA					<u>FYTD:</u> \$2,325.00
ADLERHORST INTERNATIONAL INC.	16442	12/14/2015	53805	MONTHLY K-9 TRAINING-NOV15	\$316.68
	16515	12/21/2015	53910	MONTHLY K-9 TRAINING-DEC15	\$475.02
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$3,558.48
ADMINSURE	227048	12/21/2015	8993	WORKER'S COMP CLAIMS ADMINISTRATION-DEC15	\$2,175.00
Remit to: DIAMOND BAR, CA					<u>FYTD:</u> \$13,050.00

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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>
ADVANCE REFRIGERATION & ICE SYSTEMS, INC	16516	12/21/2015	40567	NEW WATER FILTER FOR FS #58	\$620.92
Remit to: RIVERSIDE, CA					FYTD: \$5,576.33
ADVANCED ELECTRIC	226927	12/07/2015	11428	ELECTRICAL WORKS-CITY YARD (2) VENDING MACHINES	\$656.00
	226986	12/14/2015	11401	BB COURT SWITCH REPAIR-CRC GYM	\$6,652.44
		12/14/2015	11432	INSTALLATION OF LIGHTS-TOWNGATE COMMUNITY CENTER	
		12/14/2015	11425	ELECTRICAL SERVICE-TOWNGATE	
	227049	12/21/2015	11406	ELECTRICAL REPAIRS-SKATE PARK	\$2,408.80
		12/21/2015	11414	ELECTRICAL REPAIRS-VARIOUS CITY PARKS	
Remit to: RIVERSIDE, CA					FYTD: \$76,119.44
AEI-CASC ENGINEERING	16391	12/07/2015	0034608	PLAN CHECK SVCS-PWQMP	\$3,937.60
	16517	12/21/2015	0034751	PLAN CHECK SVCS-PWQMP	\$396.50
Remit to: COLTON, CA					FYTD: \$15,563.87
AEROTEK, INC.	16443	12/14/2015	OP06045163	TEMPORARY STAFF SERVICES-CODE 11/09, 11/12 & 11/13/15	\$2,356.90
		12/14/2015	OP06016169	TEMPORARY STAFF SERVICES-CODE 10/26-10/30/15	
		12/14/2015	OP06075206	TEMPORARY STAFF SERVICES-CODE 11/23-11/25/15	
		12/14/2015	OP06060021	TEMPORARY STAFF SERVICES-CODE 11/16-11/20/15	
	16518	12/21/2015	OP05959250	TEMPORARY STAFF SERVICES-CODE 09/28-10/02/15	\$1,519.96
		12/21/2015	OP05945837M	TEMPORARY STAFF SERVICES-CODE 09/21-09/25/15	
Remit to: CHICAGO, IL					FYTD: \$15,243.26
AIR EXCHANGE INC	16519	12/21/2015	37271	PLYMOVENT MAINT & REPAIRS-FS#91	\$313.62
Remit to: FAIRFIELD, CA					FYTD: \$6,433.22
ALTICORE REALTY	227095	12/21/2015	1309970	TOWNGATE RENTAL REFUND DEPOSIT/CREDIT ON ACCT	\$310.00
Remit to: MORENO VALLEY, CA					FYTD: \$310.00

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
ALVARADO, LILIANA	16520	12/21/2015	FALL 2015	TUITION REIMBURSEMENT	\$640.93
Remit to: MORENO VALLEY, CA					FYTD: \$1,427.19
AMERICAN FORENSIC NURSES	16444	12/14/2015	67122	PHLEBOTOMY SERVICES	\$1,180.00
		12/14/2015	67121	PHLEBOTOMY SERVICES	
		12/14/2015	67086	PHLEBOTOMY SERVICES	
Remit to: PALM SPRINGS, CA					FYTD: \$11,230.00
ANIMAL EMERGENCY CLINIC, INC.	16445	12/14/2015	146AW	AFTER HOURS EMERGENCY VET SVCS-MV ANIMALSHELTER	\$90.00
Remit to: GRAND TERRACE, CA					FYTD: \$970.00
APPLE ONE EMPLOYMENT SERVICES	16392	12/07/2015	01-3862408 (b)	TEMPORARY STAFFING-ACP PROJ/PLANNING 11/16-11/20/15 (V. CORTEZ)	\$3,367.74
		12/07/2015	01-3852528 (a)	TEMPORARY ACCOUNTING SVCS 11/9-11/12/15 (M. CALIXTO)	
		12/07/2015	01-3852528 (b)	TEMPORARY STAFFING-ACP PROJ/PLANNING 11/9-11/13/15 (V. CORTEZ)	
		12/07/2015	01-3846626 (b)	TEMPORARY STAFFING-ACP PROJ/PLANNING 11/2-11/6/15 (V. CORTEZ)	
		12/07/2015	01-3846626 (a)	TEMPORARY ACCOUNTING SVCS 11/4-11/5/15 (M. CALIXTO)	
		12/07/2015	01-3862408 (a)	TEMPORARY ACCOUNTING SVCS 11/16-11/19/15 (M. CALIXTO)	
	16446	12/14/2015	01-3870337 (c)	TEMPORARY STAFFING-A/S 11/24/15 (J. FAIRBANKS)	\$968.94
		12/14/2015	01-3870337 (b)	TEMPORARY STAFFING-ACP PROJ/PLANNING 11/23-11/25/15 (V. CORTEZ)	
		12/14/2015	01-3870337 (a)	TEMPORARY ACCOUNTING SVCS 11/23-11/25/15 (M. CALIXTO)	
	16521	12/21/2015	01-3876494	TEMPORARY ACCOUNTING SVCS 11/30-12/2/15 (M. CALIXTO)	\$930.20
		12/21/2015	01-3886664	TEMPORARY STAFFING-TS 12/7-12/9/15 (M. CASEY)	
	16568	12/28/2015	01-3886662	TEMPORARY STAFFING-TREASURY/BUS. LIC. 12/7-12/11/15 (G. LUA)	\$972.00
Remit to: GLENDALE, CA					FYTD: \$11,651.53

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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>
ARRIAGA-J, LISSETTE	16522	12/21/2015	FALL 2015	TUITION REIMBURSEMENT	\$180.00
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$2,000.00
ATHALYE CONSULTING ENGINEERING SERVICES	16523	12/21/2015	MV-Nason-18	CONSULTING - NASON AVE IMP	\$23,807.21
Remit to: LAKE FOREST, CA					FYTD: \$152,433.10
AVERY ASSOCIATES	16524	12/21/2015	1498	PROFESSIONAL EMPLOYMENT SERVICES	\$9,144.11
		12/21/2015	1499	PROFESSIONAL EMPLOYMENT SERVICES	
Remit to: LOS GATOS, CA					FYTD: \$15,144.11
AYSO	227096	12/21/2015	1309978	COTTONWOOD RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
AZIZIAN, SAID	226961	12/07/2015	R15-091366	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
BAILEY, THERESE	227026	12/14/2015	R15-090128	AS REFUND	\$75.00
Remit to: CORYDON, IN					FYTD: \$75.00
BMW MOTORCYCLES OF RIVERSIDE	16447	12/14/2015	6012119	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$872.62
		12/14/2015	6012001	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
	16525	12/21/2015	6011664	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$602.88
		12/21/2015	6012015	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	
Remit to: RIVERSIDE, CA					FYTD: \$97,277.20

Attachment: December 2015 Payment Register (1889 : PAYMENT REGISTER - DECEMBER 2015)



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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
BOX SPRINGS MUTUAL WATER COMPANY	226987	12/14/2015	1085-1 11/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	\$352.09
		12/14/2015	1086-1 11/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		12/14/2015	80-4 11/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		12/14/2015	1084-1 11/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		12/14/2015	1088-1 11/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		12/14/2015	45-4 11/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		12/14/2015	1087-1 11/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		12/14/2015	204-9 11/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
		12/14/2015	721-1 11/27/15	WATER USAGE-ZONE 01 TOWNGATE	
		12/14/2015	195-5 11/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY	
	12/14/2015	189-13 11/27/15	WATER ASSESSMENT ON VACANT LOT OWNED BY THE HOUSING AUTHORITY		

Remit to: MORENO VALLEY, CA

FYTD: \$2,279.97

BRAUN BLAISING MCLAUGHLIN	226928	12/07/2015	15817	LEGAL SERVICES-CASL CASE-OCT15	\$1,305.25
		12/07/2015	15816	LEGAL SERVICES-SCE GRC PHASE 2-OCT15	
	226988	12/14/2015	15815	LEGAL SERVICES-MVU-OCT15	\$2,363.69
		12/14/2015	15775	LEGAL SERVICES-MVU-SEPT15	
	227118	12/28/2015	15854	LEGAL SERVICES-CASL CASE-NOV15	\$2,409.18
		12/28/2015	15852	LEGAL SERVICES-CASL: SCE GRC PHASE 2-NOV15	

Remit to: SACRAMENTO, CA

FYTD: \$20,718.75

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BUNTAN, FRANCISCO	227097	12/21/2015	MVU 7013263-02	SOLAR INCENTIVE REBATE	\$8,162.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$8,162.00
BURGE, JOHNATHAN	227098	12/21/2015	MVU 7009322-03	SOLAR INCENTIVE REBATE	\$4,593.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,593.00
BURNS & MCDONNELL ENGINEERING COMPANY, INC	226989	12/14/2015	77878-8	PROFESSIONAL ENGINEERING SVCS-ELECTRIC RATE STUDY	\$4,474.41
Remit to: KANSAS CITY, MO					<u>FYTD:</u> \$4,474.41
CALBO-CALIFORNIA BUILDING OFFICIALS	227119	12/28/2015	9808	ED WEEK SOUTH REGISTRATION FOR 5 STAFF-ONTARIO	\$1,665.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$1,665.00
CALGO VEBA CITY OF MORENO VALLEY	16448	12/14/2015	2016-00000209	4020 - EXEC VEBA*	\$12,700.00
	16569	12/28/2015	2016-00000224	4020 - EXEC VEBA*	\$1,989.01
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$91,095.00
CALIFORNIA SPECIAL DISTRICTS ASSOCIATION	227050	12/21/2015	ID 1045/YR 2016	2016 MEMBERSHIP DUES-ASSOCIATE	\$1,156.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$1,156.00
CALIFORNIA WATERSHED ENGINEERING CORP.	16449	12/14/2015	15772	PLAN CHECK SVCS-PWQMP	\$2,418.67
Remit to: FULLERTON, CA					<u>FYTD:</u> \$15,569.92
CAZARES, ANGEL	227027	12/14/2015	MCU 7010119-02	SOLAR INCENTIVE REBATE	\$5,014.00
Remit to: UPLAND, CA					<u>FYTD:</u> \$5,014.00

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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>
CBJ, LP dba. ORANGE COUNTY BUSINESS JOURNAL	227051	12/21/2015	121530070687	BOOK OF LISTS 2016 AD-12/28/15 ISSUE DATE	\$4,500.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$4,500.00
CHANCY, CHIZURU	227052	12/21/2015	DEC-2015	INSTRUCTOR SERVICES-HAWAIIAN/TAHITIAN DANCE/COMPETITION CLASSES	\$149.40
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$755.40
CHANDLER ASSET MANAGEMENT, INC	16394	12/07/2015	18905	INVESTMENT MANAGEMENT SVCS-NOV15	\$4,132.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$24,742.00
CHARLES ABBOTT ASSOCIATES, INC	16526	12/21/2015	55269	CONSULTING SVCS-NPDES/SWMP-NOV15	\$18,552.00
Remit to: MISSION VIEJO, CA					<u>FYTD:</u> \$83,698.50
CHAVEZ, CLAUDIA	227147	12/28/2015	MVU 7009707-04	SOLAR INCENTIVE REBATE	\$4,045.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,045.00
CHIAVETTA, REBECCA	226962	12/07/2015	R15-091774	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00

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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>
CINTAS CORPORATION	16395	12/07/2015	150549784	UNIFORM RENTAL SVC.-GOLF COURSE STAFF	\$59.30
		12/07/2015	150549770	UNIFORM RENTAL SVC.-PARKS MAINT. STAFF	
	16527	12/21/2015	150576181	UNIFORM RENTAL SVC.-PARKS MAINT. STAFF	\$88.97
		12/21/2015	150568625	UNIFORM RENTAL SVC.-PURCHASING DIV. STAFF	
		12/21/2015	150576195	UNIFORM RENTAL SVC.-GOLF COURSE STAFF	
		12/21/2015	150572413	UNIFORM RENTAL SVC.-PURCHASING DIV. STAFF	
		12/21/2015	150576188	UNIFORM RENTAL SVC.-CFD #1 STAFF	
		12/21/2015	150576182	UNIFORM RENTAL SVC.-PURCHASING DIV. STAFF	
	16570	12/28/2015	150572421	UNIFORM RENTAL SVC.-STORM DRAIN MAINT. STAFF	\$696.88
		12/28/2015	150576189	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF	
		12/28/2015	150576190	UNIFORM RENTAL SVC.-STORM DRAIN MAINT. STAFF	
		12/28/2015	150576187	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		12/28/2015	150576186	UNIFORM RENTAL SVC.-EQUIPMENT MAINT. STAFF	
		12/28/2015	150576185	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF	
		12/28/2015	150572422	UNIFORM RENTAL SVC.-STREET MAINT. STAFF	
		12/28/2015	150576192	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF	
		12/28/2015	150572423	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF	
		12/28/2015	150572416	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF	
		12/28/2015	150568632	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF	
		12/28/2015	150568633	UNIFORM RENTAL SVC.-STORM DRAIN MAINT. STAFF	
		12/28/2015	150572418	UNIFORM RENTAL SVC.-TREE MAINT. STAFF	
		12/28/2015	150568634	UNIFORM RENTAL SVC.-STREET MAINT. STAFF	
		12/28/2015	150568629	UNIFORM RENTAL SVC.-EQUIPMENT MAINT. STAFF	
	12/28/2015	150572417	UNIFORM RENTAL SVC.-EQUIPMENT MAINT. STAFF		
	12/28/2015	150572420	UNIFORM RENTAL SVC.-ST. SWEEPING STAFF		
	12/28/2015	150576191	UNIFORM RENTAL SVC.-STREET MAINT. STAFF		
	12/28/2015	150568635	UNIFORM RENTAL SVC.-CONCRETE MAINT. STAFF		
	12/28/2015	150568630	UNIFORM RENTAL SVC.-TREE MAINT. STAFF		
	12/28/2015	150568628	UNIFORM RENTAL SVC.-GRAFFITI RMVL. STAFF		

Remit to: ONTARIO, CA

FYTD: \$9,443.39

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COLEMAN, MICHAEL	227120	12/28/2015	11212015	FEE FOR PRESENTATION AT CITY FINANCIAL WORKSHOP	\$2,000.00
Remit to: DAVIS, CA					<u>FYTD:</u> \$2,000.00
COLONIAL SUPPLEMENTAL INSURANCE	226990	12/14/2015	7133069-1201505	SUPPLEMENTAL INSURANCE	\$5,482.37
Remit to: COLUMBIA, SC					<u>FYTD:</u> \$36,131.87
COMMUNITY HEALTH CHARITIES	226991	12/14/2015	2016-00000210	8725 - CH CHARITY	\$37.00
	227121	12/28/2015	2016-00000225	8725 - CH CHARITY	\$37.00
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$481.00
COMMUNITY WORKS DESIGN GROUP	16528	12/21/2015	11573	LANDSCAPE/IRRIGATION DESIGN-BEAUTIFICATION PLAN-OCT15	\$1,792.84
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$17,804.24
COMPETITIVE STRIDE	16529	12/21/2015	3442	SPORTS AWARD SUPPLIES-MULTI SPORT CLINIC	\$463.05
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,055.13
CONTRERAS, JOSE	227053	12/21/2015	111915	SPORTS OFFICIATING SERVICES-SOFTBALL	\$63.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$525.00
COOPER, CHRIS	226963	12/07/2015	MVU 7008188-05	SOLAR INCENTIVE REBATE	\$6,227.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$6,227.00
CORDERO, ABEL	227028	12/14/2015	FP14-0952	REFUND-FIRE PLAN CHECK FEES OVERPAYMENT	\$254.00
Remit to: LOMA LINDA, CA					<u>FYTD:</u> \$254.00

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CORY LIDLE FOUNDATION-RON VELOZ	227099	12/21/2015	1305861	REFUND CANCELED BOOKING	\$130.00
Remit to: COVINA, CA					FYTD: \$130.00
COSTCO	226992	12/14/2015	22466	MISC. SUPPLIES FOR EOC	\$91.25
	227054	12/21/2015	22432	SNACK SUPPLIES-SKATE PARK	\$740.83
		12/21/2015	22433	SNACK SUPPLIES-A CHILD'S PLACE	
Remit to: MORENO VALLEY, CA					FYTD: \$17,873.14
COULTER, ELSA	227029	12/14/2015	REFUND	REFUND OF SECURITY DEPOSIT FOR MOBILE STAGE UNIT	\$105.00
Remit to: MORENO VALLEY, CA					FYTD: \$105.00
COUNSELING TEAM, THE	227055	12/21/2015	29856	EMPLOYEE SUPPORT SERVICES-OCT15	\$1,250.00
Remit to: SAN BERNARDINO, CA					FYTD: \$6,250.00
COUNTRY SQUIRE ESTATES	227056	12/21/2015	NOV 2015	REFUND UUT NOV 2015	\$30.81
Remit to: ONTARIO, CA					FYTD: \$261.73
COUNTY OF RIVERSIDE	226993	12/14/2015	15-243034	MAP RECORDING FEES	\$141.00
		12/14/2015	15-245276	RECORDATION NOTICE OF SPECIAL TAX LIEN	
		12/14/2015	15-241414	RECORDATION NOTICE OF SPECIAL TAX LIEN	
	226994	12/14/2015	9990085000-1510	TRAFFIC MOTOR RADIO COMMUNICATIONS FOR PD-OCT15	\$2,786.42
	226995	12/14/2015	1926	SIG FILES AND DATA FOR ACTIVE, INACTIVE & ENDING VOTERS	\$35.00
	227057	12/21/2015	1928	CERTIFICATION OF REGISTERED VOTERS	\$210.00
	227058	12/21/2015	1929	CERTIFICATION OF REGISTERED VOTERS	\$35.00
Remit to: RIVERSIDE, CA					FYTD: \$45,788.77

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CPS HUMAN RESOURCE SERVICES	227059	12/21/2015	INV350838	PROFESSIONAL FEES	\$5,000.00
	227122	12/28/2015	INV351070	PROFESSIONAL FEES	\$5,000.00
Remit to: SAN FRANCISCO, CA					FYTD: \$15,000.00
CREASON AND AARVIG, LLP	227123	12/28/2015	29152-AUG15	LEGAL SERVICES-CLAIM# MV1510-JOSE DOMINGUEZ	\$930.68
		12/28/2015	29346-SEPT15	LEGAL SERVICES-CLAIM# MV1510-JOSE DOMINGUEZ	
Remit to: RIVERSIDE, CA					FYTD: \$2,882.96
CREATIVE SOLUTIONS	227100	12/21/2015	1309993	COTTONWOOD RENTAL REFUND DEPOSIT	\$175.00
Remit to: MORENO VALLEY, CA					FYTD: \$175.00
CREER, DENNIE	227030	12/14/2015	MVU 7009892-07	SOLAR INCENTIVE REBATE	\$9,271.05
Remit to: MORENO VALLEY, CA					FYTD: \$9,271.05
CUTWATER INVESTOR SERVICES CORP	16571	12/28/2015	20555A	INVESTMENT MANAGEMENT SERVICES-NOV15	\$2,713.16
Remit to: DENVER, CO					FYTD: \$16,286.32
D&D SERVICES DBA D&D DISPOSAL, INC.	226996	12/14/2015	12407	DECEASED ANIMAL REMOVAL SVCS-NOV15	\$745.00
Remit to: VALENCIA, CA					FYTD: \$5,215.00
DAVIDSON, CHRISTA	226964	12/07/2015	1304882 1304883	TOWNGATE RENTAL REFUND DEPOSIT AND BALANCE	\$221.00
Remit to: MORENO VALLEY, CA					FYTD: \$221.00
DE GUZMAN, FCHURCHILL	227031	12/14/2015	MVU 7013884-02	SOLAR INCENTIVE REBATE	\$5,752.00
Remit to: MORENO VALLEY, CA					FYTD: \$5,752.00

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DEBESSAI, SILVANA	227148	12/28/2015	1310871	REFUND NOT ATTENDING COURSE	\$47.00
Remit to: MORENO VALLEY, CA					FYTD: \$47.00
DEBINAIRE COMPANY	226930	12/07/2015	159398	BOILER REPAIRS-CITY HALL	\$1,088.64
		12/07/2015	159397	BOILER REPAIRS-PSB	
	226997	12/14/2015	734121	BOILER MAINTENANCE-EOC	\$140.00
Remit to: CORONA, CA					FYTD: \$2,439.08
DECKER, VERONICA	227032	12/14/2015	1307499	COTTONWOOD RENTAL REFUND DEPOSIT	\$200.00
Remit to: BANNING, CA					FYTD: \$200.00
DEL CARMEN PARRA, MARIA	227033	12/14/2015	MVU 7013894-02	SOLAR INCENTIVE REBATE	\$5,118.00
Remit to: MORENO VALLEY, CA					FYTD: \$5,118.00
DELTA DENTAL OF CALIFORNIA	16450	12/14/2015	BE001415301	EMPLOYEE DENTAL INSURANCE-PPO	\$10,594.08
Remit to: SAN FRANCISCO, CA					FYTD: \$63,312.59
DELTACARE USA	16451	12/14/2015	BE001416381	EMPLOYEE DENTAL INSURANCE-HMO	\$4,973.56
Remit to: DALLAS, TX					FYTD: \$29,576.08
DENNIS GRUBB & ASSOCIATES, LLC	16452	12/14/2015	1397	PLAN REVIEW SERVICES 11/1-11/30/15	\$2,825.00
Remit to: MIRA LOMA, CA					FYTD: \$48,635.00
DEPARTMENT OF ENVIRONMENTAL HEALTH	227060	12/21/2015	APR-JUN 2015	VECTOR CONTROL SVCS-CODE	\$6,133.49
Remit to: RIVERSIDE, CA					FYTD: \$6,133.49

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DMS FACILITY SERVICES	16397	12/07/2015	L39201	SPECIAL CLEANINGS FOR OCT 24 EVENT RENTAL-COTTONWOOD GOLF CTR	\$540.00
		12/07/2015	L39199	SPECIAL CLEANINGS FOR OCT 24-30 EVENT RENTALS-TOWNGATE COMM. CTR	
		12/07/2015	L39194	SPECIAL CLEANINGS FOR OCT 3-17 EVENT RENTALS-COTTONWOOD GOLF CTR	
		12/07/2015	L39195	SPECIAL CLEANINGS FOR OCT 3-10 EVENT RENTALS-TOWNGATE COMM. CTR.	
	16572	12/28/2015	RC-L105736	JANITORIAL SERVICES-EMP. RESOURCE CTR.-DEC15	\$533.55
Remit to: MONROVIA, CA					<u>FYTD:</u> \$145,811.72
DUDEK ENGINEERING & ENVIRONMENTAL	16573	12/28/2015	20155858	CONSULTANT - 801 0063 ENVIRONMENTAL	\$7,821.75
		12/28/2015	20155211	CONSULTANT INVOICE - 801 0063 ENVIRONMENTAL	
Remit to: ENCINITAS, CA					<u>FYTD:</u> \$7,821.75
DURANT, JACQUAY	227034	12/14/2015	1307507	COTTONWOOD RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
E. AVICO, INC	16453	12/14/2015	1064316	CONSTRUCTION - FS#48	\$4,100.68
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$196,730.22
E.R. BLOCK PLUMBING & HEATING, INC.	16398	12/07/2015	119496	BACKFLOW DEVICE TEST-CITY HALL	\$75.00
		12/07/2015	119513	BACKFLOW DEVICE TEST-CRC	
	16454	12/14/2015	119802	PLUMBING SERVICES-COTTONWOOD BANQUET ROOM RESTROOMS	\$3,772.28
		12/14/2015	119514	REPLACED BACKFLOW DEVICE AT CRC	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$22,852.84

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EASTERN MUNICIPAL WATER DISTRICT	227061	12/21/2015	NOV-15 12/21/15	WATER CHARGES	\$18,128.53
Remit to: PERRIS, CA					FYTD: \$1,011,567.04
EDGELANE MOBILE HOME PARK	16399	12/07/2015	NOV 2015	MISCELLANEOUS SERVICES	\$1.98
	16455	12/14/2015	2015-NOV	UUT REFUND FOR NOV 2015	\$2.00
Remit to: LOS ANGELES, CA					FYTD: \$11.65
EMERGENT BATTERY TECHNOLOGIES, INC.	16574	12/28/2015	27528	REPLACEMENT BATTERIES FOR BATTERY BACKUP SYSTEMS	\$4,471.20
Remit to: ANAHEIM, CA					FYTD: \$13,413.60

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ENCO UTILITY SERVICES MORENO VALLEY LLC	16531	12/21/2015	0402-MF-01791A	SOLAR METER INSTALLATION	\$14,220.00
		12/21/2015	0402-MF-01740A	SOLAR METER INSTALLATION	
		12/21/2015	0402-MF-01804A	SOLAR METER INSTALLATION	
		12/21/2015	0402-MF-01803A	SOLAR METER INSTALLATION	
		12/21/2015	0402-MF-01802A	SOLAR METER INSTALLATION	
		12/21/2015	0402-MF-01797A	SOLAR METER INSTALLATION	
		12/21/2015	0402-MF-01799A	SOLAR METER INSTALLATION	
		12/21/2015	0402-MF-01792A	SOLAR METER INSTALLATION	
		12/21/2015	0402-MF-01788A	SOLAR METER INSTALLATION	
		12/21/2015	0402-MF-01739A	SOLAR METER INSTALLATION	
		12/21/2015	0402-MF-01798A	SOLAR METER INSTALLATION	
		12/21/2015	0402-MF-01801A	SOLAR METER INSTALLATION	
		12/21/2015	0402-MF-01741A	SOLAR METER INSTALLATION	
		12/21/2015	0402-MF-01787A	SOLAR METER INSTALLATION	
		12/21/2015	0402-MF-01789A	SOLAR METER INSTALLATION	
		12/21/2015	0402-MF-01800A	SOLAR METER INSTALLATION	
		12/21/2015	0402-MF-01796A	SOLAR METER INSTALLATION	
	12/21/2015	0402-MF-01793A	SOLAR METER INSTALLATION		
	12/21/2015	0402-MF-01794A	SOLAR METER INSTALLATION		
	12/21/2015	0402-MF-01795A	SOLAR METER INSTALLATION		

Remit to: ANAHEIM, CA FYTD: \$2,665,811.94

ENVIRONMENTAL & REGULATORY SPECIALST,INC	16400	12/07/2015	2668	BURROWING OWL SURVEY-POORMAN'S RESERVOIR	\$1,341.25
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Remit to: NEWPORT BEACH, CA FYTD: \$1,341.25

ESGIL CORPORATION	16457	12/14/2015	10154433	PLAN CHECK SERVICES 10/1-10/31/15	\$2,232.04
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Remit to: SAN DIEGO, CA FYTD: \$9,992.07

Attachment: December 2015 Payment Register (1889 : PAYMENT REGISTER - DECEMBER 2015)



City of Moreno Valley
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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
EVANS ENGRAVING & AWARDS	16458	12/14/2015	12215-25	NAMEPLATES FOR REC. TRAILS BOARD	\$62.64
Remit to: BANNING, CA					<u>FYTD:</u> \$544.32
FAMILY DOLLAR	226965	12/07/2015	OVERPAYMENT	OVERPAYMENT	\$29.00
Remit to: CHARLOTTE, NC					<u>FYTD:</u> \$29.00
FAMILY SERVICES ASSOCIATION	227101	12/21/2015	1309704	CRC RENTAL REFUND DEPOSIT	\$750.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$750.00
FAST SIGNS	226932	12/07/2015	70-35684	CITY HALL 1ST FLOOR-SIGNAGE	\$384.72
		12/07/2015	70-35663	SIGNAGE FOR PROMOTIONAL ITEM	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,121.75
FIELDMAN, ROLAPP & ASSOC.	226999	12/14/2015	22270	PROFESSIONAL SVCS-PREPAYMENT CALCULATION FOR CFD#5-STONERIDGE	\$540.00
Remit to: IRVINE, CA					<u>FYTD:</u> \$1,801.00
FIRST AMERICAN CORE LOGIC, INC.	16532	12/21/2015	81639885	REAL QUEST WEB SVCS-NOV15 (IMAGING)	\$640.00
		12/21/2015	81642797	REAL QUEST WEB SVCS-NOV15 (ACCESS)	
Remit to: DALLAS, TX					<u>FYTD:</u> \$3,200.00
FIRST INDUSTRIAL REALTY TRUST	16401	12/07/2015	2582007	PROPERTY LEASE RENT-DEC15	\$556.75
		12/07/2015	2584873	PROPERTY LEASE RENT-NOV15 LATE FEE	
Remit to: PASADENA, CA					<u>FYTD:</u> \$3,157.50
FONSECA, DOMINIQUE	226966	12/07/2015	R15-090891	AS REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$75.00

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FRANCHISE TAX BOARD	227000	12/14/2015	2016-00000211	1015 - GARNISHMENT - CREDITOR %	\$122.50
	227125	12/28/2015	2016-00000226	1015 - GARNISHMENT - CREDITOR %	\$122.50
Remit to: SACRAMENTO, CA					FYTD: \$4,450.32
FRANKLIN, L. C.	16460	12/14/2015	NOV-15	MILEAGE REIMBURSEMENT	\$177.68
	16576	12/28/2015	DEC-15	MILEAGE REIMBURSEMENT	\$184.00
Remit to: PERRIS, CA					FYTD: \$1,165.54
FRICK, CRAIG R.	227126	12/28/2015	REIMB	REIMBURSEMENT-RENEWAL OF ICC INSPECTOR CERTIFICATIONS	\$112.50
Remit to: NUEVO, CA					FYTD: \$112.50
G/M BUSINESS INTERIORS, INC.	227062	12/21/2015	217668-IN	HUMANSCALE FOOTREST	\$12,883.64
		12/21/2015	0217646-IN	ERGONOMIC EQUIPMENTS (KEYBOARD TRAYS, MONITOR ARMS & TASK CHAIRS)	
	227127	12/28/2015	0218232-IN	ERGONOMIC EQUIPMENTS (KEYBOARD TRAYS, MONITOR ARMS & TASK CHAIRS)	\$5,450.19
Remit to: RIVERSIDE, CA					FYTD: \$37,267.39
GAGE, LESIA	16533	12/21/2015	FALL 2015	TUITION REIMBURSEMENT	\$536.95
Remit to: WHITTIER, CA					FYTD: \$1,152.30
GALLS INC., INLAND UNIFORM	16402	12/07/2015	BC0213493	UNIFORMS/EQUIPMENTS FOR PARK RANGER-ARIEL MUNOZ	\$282.53
	16461	12/14/2015	BC0213653	MVPD SHOULDER PATCHES FOR UNIFORMS	\$1,846.80
	16534	12/21/2015	BC0218368	UNIFORMS FOR SET UNIT	\$135.17
Remit to: CHICAGO, IL					FYTD: \$4,306.11
GALVAN, LIDUVINA	227035	12/14/2015	MV2150819016	REFUND - PARKING CITATION OVERPAYMENT	\$18.00
Remit to: MORENO VALLEY, CA					FYTD: \$18.00

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GARCIA, MARY	227103	12/21/2015	1309981	COTTONWOOD RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
GARDNER COMPANY, INC.	16462	12/14/2015	56824	HVAC OPTIMIZATION-FS #65	\$1,537.98
		12/14/2015	56175	HVAC REPAIR-LIBRARY	
		12/14/2015	56903	HVAC REPAIR-CRC	
		12/14/2015	56949	HVAC REPAIR-ANNEX 1	
		12/14/2015	56827	HVAC OPTIMIZATION-FS #2	
Remit to: MURRIETA, CA					<u>FYTD:</u> \$18,887.70
GEOCON WEST, INC	226933	12/07/2015	7511162	CONSULTING - E SUNNYMEAD SD	\$20,952.50
	227063	12/21/2015	7512165	CONSULTING - E SUNNYMEAD SD	\$2,250.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$36,862.50
GFOA-GOVERNMENT FINANCE OFFICERS ASSOC.	227093	12/21/2015	FY14/15 APP. FEE	CAFR AWARD APPLICATION- JUNE 30, 2015	\$580.00
Remit to: CHICAGO, IL					<u>FYTD:</u> \$580.00
GOD CARES MINISTRIES	226967	12/07/2015	1302603 1302606	CANCELLATION OF COMMUNITY EVENT	\$647.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$647.00
GODBOLT, DANIELLE	227104	12/21/2015	1301497	REFUND UNABLE TO BE A VENDOR THIS YEAR	\$25.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$25.00
GODOY, KRIS	226968	12/07/2015	1304980	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
GORM INC.	227064	12/21/2015	229965	JANITORIAL SUPPLIES FOR CITY PARKS	\$1,743.18
Remit to: ONTARIO, CA					<u>FYTD:</u> \$6,431.18

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GOZDECKI, DAN	16463	12/14/2015	DEC-2015 YOUTH	INSTRUCTOR SERVICES-KUNG FU CLASS	\$324.00
		12/14/2015	DEC-2015 ADULT	INSTRUCTOR SERVICES-KUNG FU CLASS	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,241.00
GRAVES & KING, LLP	227128	12/28/2015	1508-0009459-13	LEGAL SERVICES-CLAIM# MV1329-GREG & FRANCIS CONNOR	\$568.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$3,795.71
GUADALUPE, RUDISEL EVA	227036	12/14/2015	MV1150501038	REFUND - PARKING CITATION OVERPAYMENT	\$173.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$173.00
GURROLA, ALEYDA	227037	12/14/2015	1306920	CRC RENTAL REFUND DEPOSIT	\$500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$500.00
GUTIERREZ, ILEANA	226969	12/07/2015	MVU 7009515-03	SOLAR INCENTIVE REBATE	\$3,905.48
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,905.48
GWATNEY, JOAN	227038	12/14/2015	C13945/C13933	REFUND-ADMIN VIOLATION DISMISSED/OVERPAYMENT	\$700.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$700.00
HABITAT RESTORATION SCIENCES, INC	16465	12/14/2015	6656	DETENTION BASIN MAINTENANCE SVCS-OCT15	\$1,874.00
Remit to: CARLSBAD, CA					<u>FYTD:</u> \$5,622.00
HACKMANN, THOMAS	227105	12/21/2015	15335174	OVERPAYMENT	\$3.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$3.00
HERRERRA, EDLIN	227149	12/28/2015	1310399	REFUND FOR WINTER YOUTH BASKETBALL LEAGUE	\$81.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$81.60

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HERTZ EQUIPMENT RENTAL INC	227130	12/28/2015	28271631-004	HEAVY-DUTY RENTAL EQUIPMENT-EL NINO STORM PREP	\$19,481.04
Remit to: DALLAS, TX					<u>FYTD:</u> \$39,313.08
HIGHLAND FAIRVIEW	226970	12/07/2015	1303412	CRC RENTAL REFUND DEPOSIT	\$500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$500.00
HILLTOP GEOTECHNICAL, INC.	16404	12/07/2015	15109	CONSULTING - CACTUS WIDENING	\$10,610.25
		12/07/2015	15156	CONSULTING - CACTUS WIDENING	
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$39,347.25
HITACHI DATA SYSTEMS/AVRIO RMS GROUP	16405	12/07/2015	7227066	CITY YARD CAMERAS	\$10,640.41
Remit to: SANTA CLARA, CA					<u>FYTD:</u> \$328,206.29
HLP, INC.	16577	12/28/2015	11390	WEB LICENSE MONTHLY FEES	\$33.95
Remit to: LITTLETON, CO					<u>FYTD:</u> \$17,795.35
HONDA YAMAHA OF REDLANDS	16468	12/14/2015	65292	MAINT & REPAIRS-TRAFFIC MOTORCYCLE	\$601.51
Remit to: REDLANDS, CA					<u>FYTD:</u> \$13,588.01
ICMA RETIREMENT CORP	16434	12/11/2015	2016-00000218	8030 - DEF COMP 457 - ICMA	\$9,133.84
		12/24/2015	2016-00000234	8030 - DEF COMP 457 - ICMA	
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$101,806.08
IL SORRENTO MOBILE PARK	226934	12/07/2015	NOV 2015	MISCELLANEOUS SERVICES	\$81.70
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$576.63

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INLAND EMPIRE PROPERTY SERVICE, INC	16406	12/07/2015	299	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	\$8,117.31
		12/07/2015	300	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		12/07/2015	294	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		12/07/2015	255	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		12/07/2015	296	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		12/07/2015	233	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		12/07/2015	297	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		12/07/2015	242	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		12/07/2015	298	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		12/07/2015	293	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
		12/07/2015	295	FIRE PREVENTION NUISANCE ABATEMENT SERVICES	
	16535	12/21/2015	3251	NUISANCE ABATEMENT SVCS-23726 BLACKBIRD CIR (APN 260-332-002)	\$5,601.93
		12/21/2015	3226	NUISANCE ABATEMENT SVCS-12034 FLINTLOCK TRL	
		12/21/2015	3231	NUISANCE ABATEMENT SVCS-26245 DEANA CT (APN 487-072-005)	
		12/21/2015	3203	NUISANCE ABATEMENT SVCS-24802 ENCHANTED WAY	
		12/21/2015	3223	NUISANCE ABATEMENT SVCS-APN 478-181-047	
		12/21/2015	3238	NUISANCE ABATEMENT SVCS-24345 CAROLEE AVE	
	12/21/2015	3225	NUISANCE ABATEMENT SVCS-24868 CHIPPENDALE		
	12/21/2015	3237	NUISANCE ABATEMENT SVCS-23726 BLACKBIRD CIR (APN 260-332-002)		
	12/21/2015	3233	NUISANCE ABATEMENT SVCS-24195 AMBERLEY DR (APN 482-554-014)		
	12/21/2015	3202	NUISANCE ABATEMENT SVCS-24195 AMBERLEY DR		
16578	12/28/2015	3242	WEED ABATEMENT SVCS-APN 482-161-021/022/023/024	\$950.00	

Remit to: MORENO VALLEY, CA

FYTD: \$57,168.74

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
INLAND OVERHEAD DOOR COMPANY	227001	12/14/2015	39393	REPLACED FRONT DOOR PHOTO EYE SENSOR-FS#48	\$2,846.37
		12/14/2015	39503-1	REPLACED VEHICLE GATE SUPPRESSOR-FS#58	
		12/14/2015	39501	FURNISHED & INSTALLED (1) LIFTMASTER EX3 BOARD-FS#48 MAIN GATE	
		12/14/2015	39453	AUTO GATE REPAIRS-PSB GATE #4 & #7	
		12/14/2015	39414	FRONT ROLL UP DOOR REPAIRS-FS#58	
		12/14/2015	39492	REPLACED GATE TRANSFORMER-FS#91	
Remit to: COLTON, CA					FYTD: \$12,292.62
INSIDE PLANTS, INC.	16469	12/14/2015	57852	PLANT MAINTENANCE AT CRC-DEC15	\$343.00
Remit to: CORONA, CA					FYTD: \$2,058.00
IRON MOUNTAIN, INC	16536	12/21/2015	MBF1536	OFF-SITE STORAGE OF CITY RECORDS-DEC15	\$3,502.87
		12/21/2015	LZH5200	OFF-SITE STORAGE OF CITY RECORDS-NOV15	
Remit to: PASADENA, CA					FYTD: \$10,454.87
ITE - INSTITUTE OF TRANSP. ENGINEERS.	226935	12/07/2015	2016 RENEWAL	PUBLIC AGENCY MEMBERSHIP DUES	\$1,575.00
Remit to: BALTIMORE, MD					FYTD: \$1,575.00
JACINTO, MARIA	226971	12/07/2015	R15-092422	AS REFUND-OVERPMT ON WEB LIC RENEWAL	\$12.00
Remit to: MORENO VALLEY, CA					FYTD: \$12.00

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JANNEY & JANNEY ATTORNEY SVCS, INC.	227002	12/14/2015	IEC510081457-01	LEGAL FILING SERVICES (10/20/15)	\$160.00
		12/14/2015	IEC510081504-01	LEGAL FILING SERVICES (10/20/15)	
		12/14/2015	IEC510081505-01	LEGAL FILING SERVICES (10/20/15)	
		12/14/2015	IEC510141438-01	LEGAL FILING SERVICES (10/14/15)	
Remit to: RIVERSIDE, CA					FYTD: \$160.00
JDH CONTRACTING	16470	12/14/2015	102615-01	CEILING AND TILE REPAIRS AT MVEC CARETAKER TRAILER	\$18,431.00
		12/14/2015	120915-01	RESTROOM ROOF REPLACEMENT-RIDGECREST PARK	
Remit to: RIVERSIDE, CA					FYTD: \$101,841.00
JENKINS & HOGIN, LLP	227065	12/21/2015	23569	LEGAL SERVICES	\$75.00
Remit to: MANHATTAN BEACH, CA					FYTD: \$34,739.85
JOHNSON MEZZCAP	16579	12/28/2015	1087	LITE OWLS & E-SERIES EQUIPMENT LEASE-JAN16	\$2,243.51
Remit to: DALLAS, TX					FYTD: \$15,704.57
JOHNSON, TRACY	227066	12/21/2015	DEC-2015	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$248.40
Remit to: MORENO VALLEY, CA					FYTD: \$2,007.60
JONES III, JOSEPH	226960	12/07/2015	10/1-10/29/15	MILEAGE REIMBURSEMENT	\$138.00
Remit to: FONTANA, CA					FYTD: \$138.00
JONES, CARNISHA	226972	12/07/2015	1304973	COTTONWOOD RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
JTB SUPPLY CO., INC.	16407	12/07/2015	99827	CABINET/BATTERY SVCS - RECHE VISTA - CUSTOMER ID C069	\$8,444.76
	16471	12/14/2015	99791	TRAFFIC SIGNAL MAINTENANCE SUPPLIES	\$1,840.32
Remit to: ORANGE, CA					FYTD: \$14,189.28

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KAISER PERMANENTE	227039	12/14/2015	RCT#417936	REFUND-PAYMENT SENT IN ERROR	\$154.83
Remit to: PASADENA, CA					<u>FYTD:</u> \$154.83
KOA CORPORATION	226936	12/07/2015	JB54042x3	CONSULTING - RECHE VISTA	\$6,856.50
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$113,308.41
KOENIG, SUE	226973	12/07/2015	R15-091657	AS REFUND-S/N AND RABIES DEPOSITS	\$95.00
Remit to: MANHATTAN BEACH, CA					<u>FYTD:</u> \$95.00
LANDCARE USA, LLC	16472	12/14/2015	8022397	IRRIGATION REPAIRS-SD LMD ZN 04-OCT 2015	\$2,353.43
		12/14/2015	7987567	REMOVE & GRIND LARGE EUCALYPTUS TREE AT EL POTRERO PARK	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$209,858.53
LATITUDE GEOGRAPHICS	227067	12/21/2015	INV0002087	GEOCORTEX-TECHNICAL SUPPORT HOURS	\$67.85
Remit to: VICTORIA, BC					<u>FYTD:</u> \$12,665.35
LEDEZMA, JOSE	227040	12/14/2015	MV3130628022	REFUND - PARKING CITATION OVERPAYMENT	\$115.00
Remit to: FONTANA, CA					<u>FYTD:</u> \$115.00
LEE-MCDUFFIE, PRECIOUS	16473	12/14/2015	DEC-2015	INSTRUCTOR SERVICES-ACTING FOR KIDS CLASS	\$139.20
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$916.40
LEWIS, ERIC	227023	12/14/2015	12/2-12/4/15	TRAVEL PER DIEM-CA TRANSP. PLANNING CONFERENCE	\$177.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$177.50
LEXISNEXIS PRACTICE MGMT.	16580	12/28/2015	1511078129	LEGAL RESEARCH TOOLS-NOV15	\$1,180.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$8,260.00

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LIM, JOHN	226974	12/07/2015	MVU 7010336-05	SOLAR INCENTIVE REBATE	\$4,598.00
Remit to: MORENO VALLEY, CA					FYTD: \$4,598.00
LOPEZ, CLAUDIA	227106	12/21/2015	1309778	REFUND ON RENTAL 28709 FOR THE SENIOR CENTER	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
LOZANO SMITH, LLP	227003	12/14/2015	38435	LEGAL SVCS-DEV'T AGREEMENT-JUL15	\$6,477.20
		12/14/2015	41321	LEGAL SVCS-DEV'T AGREEMENT-SEP15	
		12/14/2015	40376	GENERAL LEGAL MATTERS-AUG15	
		12/14/2015	38434	GENERAL LEGAL MATTERS-JUL15	
		12/14/2015	41320	GENERAL LEGAL MATTERS-SEP15	
Remit to: FRESNO, CA					FYTD: \$31,112.58
LYONS SECURITY SERVICE, INC	16409	12/07/2015	22542	SECURITY GUARD SVCS-CITY HALL-NOV15	\$2,344.42
		12/07/2015	22543	SECURITY GUARD SVCS-LIBRARY-NOV15	
	16475	12/14/2015	22544	SECURITY GUARD SVCS-CRC-NOV15	\$2,468.25
		12/14/2015	22546	SECURITY GUARD SVCS-TOWNGATE-NOV15	
		12/14/2015	22547	SECURITY GUARD SVCS-COTTONWOOD G/C SPECIAL EVENTS-NOV15	
		12/14/2015	22548	SECURITY GUARD SVCS-MV UTILITIES-NOV15	
	16537	12/21/2015	22545	SECURITY GUARD SVCS-CRC SPECIAL EVENTS-NOV15	\$1,325.29
Remit to: ANAHEIM, CA					FYTD: \$49,536.25
MANDELL MUNICIPAL COUNSELING	226939	12/07/2015	INV20151117	LEGAL SERVICES-CSD TRANSITIONS PROJECT	\$650.00
Remit to: LOS ANGELES, CA					FYTD: \$3,850.00
MARCH FIELD AIR MUSEUM	227004	12/14/2015	12072015	ANNUAL HOLIDAY PARTY TICKETS FOR TWO COUNCIL MEMBERS	\$50.00
Remit to: MARCH ARB, CA					FYTD: \$50.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MARCH JOINT POWERS AUTHORITY	227069	12/21/2015	37132	GAS CHARGES-BLDG. 938-OCT15	\$10.25
		12/21/2015	37142	GAS CHARGES-BLDG. 823-NOV15	
		12/21/2015	37129	GAS CHARGES-BLDG. 823-OCT15	
		12/21/2015	37145	GAS CHARGES-BLDG. 938-NOV15	
Remit to: RIVERSIDE, CA					FYTD: \$38,693.42

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MARIPOSA HORTICULTURAL ENTERPRISES, INC.	16538	12/21/2015	71001	LANDSCAPE MAINT.-FIRE STATIONS-NOV15	\$16,935.08
		12/21/2015	71007	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-NOV15	
		12/21/2015	71008	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-NOV15	
		12/21/2015	71012	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-NOV15	
		12/21/2015	71009	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DELPHINIUM/PERHAM TO JFK-NOV15	
		12/21/2015	71011	LANDSCAPE MAINT.-NORTH AQUEDUCT-NOV15	
		12/21/2015	71026	LANDSCAPE MAINT.-ANNEX 1-NOV15	
		12/21/2015	71022	LANDSCAPE MAINT.-SENIOR CENTER-NOV15	
		12/21/2015	71023	LANDSCAPE MAINT.-UTILITY FIELD OFFICE-NOV15	
		12/21/2015	71024	LANDSCAPE MAINT.-CITY HALL-NOV15	
		12/21/2015	71018	LANDSCAPE MAINT.-CITY YARD-NOV15	
		12/21/2015	71027	LANDSCAPE MAINT.-LIBRARY-NOV15	
		12/21/2015	71021	LANDSCAPE MAINT.-PUBLIC SAFETY BLDG.-NOV15	
		12/21/2015	71006	LANDSCAPE MAINT.-TOWNGATE COMM. CTR.-NOV15	
		12/21/2015	71014	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-NOV15	
		12/21/2015	71025	LANDSCAPE MAINT.-VETERAN'S MEMORIAL-NOV15	
		12/21/2015	71013	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-NOV15	
		12/21/2015	71017	LANDSCAPE MAINT.-ASES ADMIN. BLDG.-NOV15	
		12/21/2015	71016	LANDSCAPE MAINT.-ANIMAL SHELTER-NOV15	
		12/21/2015	71015	LANDSCAPE MAINT.-AQUEDUCT/SCE & OLD LAKE DRIVE-NOV15	
		12/21/2015	71019	LANDSCAPE MAINT.-CRC-NOV15	
		12/21/2015	71020	LANDSCAPE MAINT.-ELECTRIC SUBSTATION-NOV15	
		12/21/2015	71010	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDERBERG TO FAY-NOV15	

Remit to: IRWINDALE, CA

FYTD: \$293,670.48

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MARTIN & CHAPMAN CO.	227005	12/14/2015	2015346	CONSULTATION FEES & ELECTION MANUAL	\$510.70
	227070	12/21/2015	2015402	RANDOM SIGNATURE VERIFICATION FOR WLC PETITIONS	\$12,000.00
Remit to: ANAHEIM, CA					FYTD: \$12,510.70
MCCAIN TRAFFIC SUPPLY	226940	12/07/2015	INV0198866	TRAFFIC SIGNAL SUPPLIES	\$2,194.56
Remit to: VISTA, CA					FYTD: \$26,127.32
MCKINLEY HOLDING I, LP	227150	12/28/2015	BL#MCKINL-YR2015	REFUND OF OVERPAYMENT FOR CLOSED BL# MCKINLEY HOLDING I, LP	\$190.68
Remit to: FOLSOM, CA					FYTD: \$190.68
MEEKS, DANIEL	16539	12/21/2015	120315	SPORTS OFFICIATING SERVICES-SOFTBALL	\$189.00
		12/21/2015	120615	SPORTS OFFICIATING SERVICES-SOFTBALL	
		12/21/2015	111915	SPORTS OFFICIATING SERVICES-SOFTBALL	
		12/21/2015	121015	SPORTS OFFICIATING SERVICES-SOFTBALL	
		12/21/2015	112215	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: PERRIS, CA					FYTD: \$1,260.00
MEJIA, JESSICA	226975	12/07/2015	1302679 1302680	CRC RENTAL REFUND DEPOSIT	\$750.00
Remit to: MORENO VALLEY, CA					FYTD: \$750.00
MENGISTU, YESHIALEM	16476	12/14/2015	NOV-15	MILEAGE REIMBURSEMENT	\$120.18
	16581	12/28/2015	DEC-15	MILEAGE REIMBURSEMENT	\$131.10
Remit to: MORENO VALLEY, CA					FYTD: \$848.71
MICHAEL BAKER INTERNATIONAL, INC	16540	12/21/2015	922682	CONSULTING - NASON AVE IMP (OCT)	\$3,408.96
		12/21/2015	924881	CONSULTING - NASON AVE IMP (NOV)	
Remit to: LOS ANGELES, CA					FYTD: \$27,416.27

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MMASC	227131	12/28/2015	12/17/15 EVENT	REGISTRATION-MMASC REGIONS 4 & 8 EVENT	\$20.00
Remit to: FOLSOM, CA					FYTD: \$20.00
MONTGOMERY, BRIDGETTE	16582	12/28/2015	FALL 2015 (ADDL)	TUITION REIMBURSEMENT (TESTING FEES)	\$350.00
	226941	12/07/2015	FALL 2015	TUITION REIMBURSEMENT	\$1,085.00
Remit to: YUCAIPA, CA					FYTD: \$2,177.38
MORAN, LENA	227151	12/28/2015	MVU 7013421-02	SOLAR INCENTIVE REBATE	\$5,239.00
Remit to: MORENO VALLEY, CA					FYTD: \$5,239.00
MORENO VALLEY BUSINESS JOURNAL/INLAND EMPIRE BUSIN	16477	12/14/2015	17	INLAND EMPIRE BUSINESS REVIEW 1/2 PAGE AD	\$624.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,876.00
MORENO VALLEY CHAMBER OF COMMERCE	226942	12/07/2015	4984	GOLD CHAIRMAN'S CIRCLE MEMBERSHIP	\$10,000.00
	227072	12/21/2015	4979	WAKE-UP MEETING ATTENDANCE-11/18/15	\$135.00
Remit to: MORENO VALLEY, CA					FYTD: \$11,360.00
MORENO VALLEY CITY EMPLOYEES ASSOC.	16436	12/11/2015	2016-00000220	8710 - MVCEA EMPLOYEE DUES	\$1,256.50
	16564	12/24/2015	2016-00000236	8710 - MVCEA EMPLOYEE DUES*	\$1,198.50
Remit to: MORENO VALLEY, CA					FYTD: \$16,021.50
MORENO VALLEY MANAGEMENT ASSOCIATION	16478	12/14/2015	2016-00000212	8705 - MVMA EMPLOYEE DUES	\$760.00
	16583	12/28/2015	2016-00000227	8705 - MVMA EMPLOYEE DUES	\$760.00
Remit to: MORENO VALLEY, CA					FYTD: \$9,340.00

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MORENO VALLEY UTILITY	227006	12/14/2015	7013411-01/NOV15	ELECTRICITY-UTILITY FIELD OFFICE	\$99.12
Remit to: HEMET, CA					<u>FYTD:</u> \$571,504.05
MOSS, MELISSA	227116	12/21/2015	MVU 7008276-03	SOLAR INCENTIVE REBATE	\$6,386.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$6,386.00
MPULSE MAINTENANCE SOFTWARE, INC.	226945	12/07/2015	10122015	ANNUAL SOFTWARE MAINTENANCE	\$4,837.50
Remit to: EUGENE, OR					<u>FYTD:</u> \$4,837.50
MUNOZ, ARIEL	226946	12/07/2015	FALL 2015	TUITION REIMBURSEMENT	\$116.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$277.00
MUNOZ, JAMES	226976	12/07/2015	1304838	CRC RENTAL REFUND DEPOSIT	\$750.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$750.00
MUSICSTAR	227073	12/21/2015	OCT-2015	INSTRUCTOR SERVICES-GUITAR & PIANO FOR KIDS CLASSES	\$567.00
		12/21/2015	NOV-2015	INSTRUCTOR SERVICES-PIANO FOR KIDS CLASSES	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$5,836.80
MV 32715, LLC	227117	12/21/2015	2/1/07 DEPOSIT	RELEASE OF GRADING CASH SECURITY DEPOSIT-TR 32715 (PA05-0033)	\$21,008.00
Remit to: UPLAND, CA					<u>FYTD:</u> \$21,008.00
NAMEKATA, DOUGLAS	227074	12/21/2015	DEC-2015	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$248.40
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,751.00
NAMEKATA, JAMES	227075	12/21/2015	DEC-2015	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$248.40
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,751.00

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NATIONWIDE COST RECOVERY SERVICES, LLC	227007	12/14/2015	MV M02-A	CONSULTANT SERVICES-FORECLOSURE REGISTRATION PROGRAM-SEPT15	\$18,880.00
Remit to: DIAMOND BAR, CA					FYTD: \$55,040.00
NATIONWIDE RETIREMENT SOLUTIONS CP	16438	12/11/2015	2016-00000222	8020 - DEF COMP PST - NATIONWIDE*	\$2,003.38
	16565	12/24/2015	2016-00000237	8020 - DEF COMP PST - NATIONWIDE	\$2,656.52
	16567	12/24/2015	2016-00000239	8010 - DEF COMP 457 - NATIONWIDE*	\$24,039.38
Remit to: COLUMBUS, OH					FYTD: \$373,325.76
NEW HORIZON MOBILE HOME PARK	16410	12/07/2015	NOV 2015	MISCELLANEOUS SERVICES	\$5.09
	16479	12/14/2015	2015-NOV	UUT REFUND FOR NOV 2015	\$5.91
Remit to: LOS ANGELES, CA					FYTD: \$34.93
NUNEZ, HILDA	227107	12/21/2015	1304735	REFUND ON RENTAL 29131 AT SENIOR CENTER	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
ONLINE-MSDS.COM BY KHA	16542	12/21/2015	20151196	SDS MANAGEMENT SERVICE 12/1/15-11/30/16	\$2,331.30
Remit to: HAMMOND, IN					FYTD: \$2,331.30
OPERATION HOLIDAY CHEER	227108	12/21/2015	DONATION	DONATION TO SUPPORT THE MVPD OPERATION HOLIDAY CHEER PROGRAM	\$500.00
Remit to: MORENO VALLEY, CA					FYTD: \$500.00

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ORROCK, POPKA, FORTINO & BRISLIN	16480	12/14/2015	90-037M STMT 28	LEGAL SERVICES-CLAIM1310 (O. RODRIGUEZ)	\$7,209.12
	16584	12/14/2015	90-042M STMT 6	LEGAL SERVICES-CLAIM MV1506 (L. SPARKS)	\$13,770.00
		12/28/2015	90-037M STMT 29	LEGAL SERVICES-CLAIM MV1310 (O. RODRIGUEZ)	
		12/28/2015	90-042M STMT 7	LEGAL SERVICES-CLAIM MV1506 (L. SPARKS)	
Remit to: RIVERSIDE, CA					FYTD: \$31,035.12
OVERLAND PACIFIC & CUTLER, INC.	16411	12/07/2015	1510035	ROW ON CALL SERVICES	\$3,150.00
	16543	12/21/2015	1511107	CONSULTING - ROW	\$1,890.00
Remit to: LONG BEACH, CA					FYTD: \$16,485.00
OVERTURF, AARON	227041	12/14/2015	MVU 7004800-11	SOLAR INCENTIVE REBATE	\$5,865.00
Remit to: MORENO VALLEY, CA					FYTD: \$5,865.00
PACIFIC ALARM SERVICE, INC	16481	12/14/2015	R 116609	BURGLAR ALARM SYSTEM RENT/SVC/MONITORING-MVU SUBSTATION-DEC15	\$244.00
Remit to: BEAUMONT, CA					FYTD: \$1,464.00
PACIFIC TELEMAGEMENT SERVICES	16544	12/21/2015	799267	PAY PHONE SERVICES-JAN15	\$250.56
Remit to: SAN RAMON, CA					FYTD: \$2,161.08
PAINTING BY ZEB BODE	16545	12/21/2015	121315	SEAL & PAINT OF RENOVATED RESTROOM AT RIDGECREST PARK	\$5,875.00
Remit to: NORCO, CA					FYTD: \$20,418.00
PALAU, SHANNA	226947	12/07/2015	SUMMER 2015	TUITION REIMBURSEMENT	\$495.00
Remit to: RIVERSIDE, CA					FYTD: \$670.00

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PARSONS TRANSPORTATION GROUP, INC.	16482	12/14/2015	1508B033	CONSULTANT INVOICE - SR-60 NASON OC CONST. MGMT (802 0003)	\$11,985.43
Remit to: IRVINE, CA					FYTD: \$51,826.83
PATANASAK, PATANAPONG	227042	12/14/2015	MV4150610004	REFUND-PARKING CITATION OVERPAYMENT	\$125.00
Remit to: RIVERSIDE, CA					FYTD: \$125.00
PEDLEY SQUARE VETERINARY CLINIC	16546	12/21/2015	NOV-2015	VETERINARY SERVICES FOR MV ANIMAL SHELTER	\$10,126.65
Remit to: RIVERSIDE, CA					FYTD: \$67,483.14
PEREZ, EDGAR	227152	12/28/2015	REC. 378351 9/23	REFUND OF UNUSED DEPOSIT BALANCE IN TRUST ACCOUNT	\$1,789.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,789.00
PERS LONG TERM CARE PROGRAM	227008	12/14/2015	2016-00000213	4720 - PERS LONG TERM CARE	\$460.33
	227132	12/28/2015	2016-00000228	4720 - PERS LONG TERM CARE	\$460.33
Remit to: PASADENA, CA					FYTD: \$5,984.29
PERS RETIREMENT	16387	12/04/2015	P151106a	PER RETIREMENT - CLASSIC FINAL	\$7,023.04
	16388	12/04/2015	P151106b	PERS RETIREMENT - PEPRA FINAL	\$6,115.44
	16390	12/04/2015	P151120P	PERS RETIREMENT DEPOSIT - PEPRA	\$17,427.35
	16510	12/18/2015	P151204P	PERS RETIREMENT DEPOSIT - PEPRA	\$17,237.11
	16511	12/18/2015	P151120a	PERS RETIREMENT - CLASSIC FINAL	\$7,431.73
	16512	12/18/2015	P151120b	PERS RETIREMENT - PEPRA FINAL	\$5,672.70
	16594	12/31/2015	P151218P	PERS RETIREMENT DEPOSIT - PEPRA	\$17,385.94
	16595	12/31/2015	P151204a	PERS RETIREMENT - CLASSIC FINAL	\$8,146.81
	16596	12/31/2015	P151204b	PERS RETIREMENT - PEPRA FINAL	\$5,340.68
Remit to: SACRAMENTO, CA					FYTD: \$3,649,896.07

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PETTY CASH - FINANCE	227024	12/14/2015	NOV 2015	PETTY CASH FUND REPLENISHMENT	\$674.29
		12/14/2015	OCT 2015	PETTY CASH FUND REPLENISHMENT	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,623.99
PIP PRINTING	16483	12/14/2015	56370	LASER GLOSS COVERS FOR BUDGET BOOKS	\$1,251.07
		12/14/2015	56366	PRINTING OF BUDGET BOOKS	
	16547	12/21/2015	56426	STUFFING & FOLDING OF BUSINESS LICENSE MAILINGS	\$1,610.22
		12/21/2015	56191	PRINTING OF ASSORTED FLYERS	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$7,247.82
PRADO, ELIA	227109	12/21/2015	1307472	REFUND CHILD ATTENDING KINDER	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
PROFESSIONAL COMMUNICATIONS NETWORK PCN	226948	12/07/2015	151200382	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW VEHICLES PROGRAM	\$545.25
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$3,171.00

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PRUDENTIAL OVERALL SUPPLY	16412	12/07/2015	22147244	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	\$174.90
		12/07/2015	22147240	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		12/07/2015	22143724	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		12/07/2015	22143720	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		12/07/2015	22140181	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		12/07/2015	22143719	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF	
		12/07/2015	22147239	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF	
		12/07/2015	22140180	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF	
		12/07/2015	22140185	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	

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PRUDENTIAL OVERALL SUPPLY	16548	12/21/2015	22158890	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES STAFF	\$517.38
		12/21/2015	22158091	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF	
		12/21/2015	22158096	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		12/21/2015	22158085	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF	
		12/21/2015	22154703	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		12/21/2015	22158092	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		12/21/2015	22154702	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		12/21/2015	22158090	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		12/21/2015	22162278	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		12/21/2015	22154709	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		12/21/2015	22158089	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		12/21/2015	22147297	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES STAFF	
		12/21/2015	22158084	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
		12/21/2015	22150777	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
		12/21/2015	22150778	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF	
		12/21/2015	22143712	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
		12/21/2015	22151394	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES STAFF	
		12/21/2015	22150789	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		12/21/2015	22143711	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES STAFF	
		12/21/2015	22162279	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		12/21/2015	22150784	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF	
		12/21/2015	22154698	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF	
		12/21/2015	22147232	UNIFORM RENTAL & LAUNDERING SVC.-SECURITY GUARD STAFF	
		12/21/2015	22147233	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF	
		12/21/2015	22154705	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		12/21/2015	22150785	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	

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City of Moreno Valley
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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
PRUDENTIAL OVERALL SUPPLY		12/21/2015	22154704	UNIFORM RENTAL & LAUNDERING SVC.-GOLF COURSE STAFF	
		12/21/2015	22143713	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF	
		12/21/2015	22140174	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING DIV. STAFF	

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PRUDENTIAL OVERALL SUPPLY	16585	12/28/2015	22154700	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	\$555.84
		12/28/2015	22158087	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		12/28/2015	22154706	UNIFORM RENTAL & LAUNDERING SVC.-ST. SWEEPING STAFF	
		12/28/2015	22147234	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		12/28/2015	22147235	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		12/28/2015	22147236	UNIFORM RENTAL & LAUNDERING SVC.-STORM DRAIN MAINT. STAFF	
		12/28/2015	22154707	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		12/28/2015	22154710	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		12/28/2015	22147243	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		12/28/2015	22154701	UNIFORM RENTAL & LAUNDERING SVC.-STORM DRAIN MAINT. STAFF	
		12/28/2015	22158095	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		12/28/2015	22147241	UNIFORM RENTAL & LAUNDERING SVC.-ST. SWEEPING STAFF	
		12/28/2015	22158093	UNIFORM RENTAL & LAUNDERING SVC.-ST. SWEEPING STAFF	
		12/28/2015	22154708	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		12/28/2015	22154699	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		12/28/2015	22147242	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		12/28/2015	22158097	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		12/28/2015	22143714	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		12/28/2015	22143715	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		12/28/2015	22143725	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		12/28/2015	22143721	UNIFORM RENTAL & LAUNDERING SVC.-ST. SWEEPING STAFF	
		12/28/2015	22158094	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	

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PRUDENTIAL OVERALL SUPPLY		12/28/2015	22143723	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		12/28/2015	22147245	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		12/28/2015	22158086	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		12/28/2015	22143716	UNIFORM RENTAL & LAUNDERING SVC.-STORM DRAIN MAINT. STAFF	
		12/28/2015	22143722	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
Remit to: RIVERSIDE, CA					FYTD: \$1,580.32
PRUITT, CHERYL	16549	12/21/2015	NOV-2015	INSTRUCTOR SERVICES-COMPUTERS FOR BEGINNERS CLASS	\$198.00
Remit to: MORENO VALLEY, CA					FYTD: \$1,057.20
PSOMAS	16550	12/21/2015	113484	CONSULTANT - CORP YARD	\$8,677.00
		12/21/2015	113480	PROFESSIONAL SVCS-KITCHING ST ELECTRICAL SUBSTATION & SWITCHYARD	
Remit to: LOS ANGELES, CA					FYTD: \$48,554.53
RAMOS, ROBERTO	16551	12/21/2015	DEC-2015	INSTRUCTOR SERVICES-KINDER KARATE & TAE KWON DO CLASSES	\$493.50
Remit to: MORENO VALLEY, CA					FYTD: \$3,612.00
RANCHO BELAGO DANCE COMPANY	16413	12/07/2015	NOV-2015	INSTRUCTOR SERVICES-DANCE CLASSES	\$72.00
Remit to: MORENO VALLEY, CA					FYTD: \$770.00

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READY REFRESH BY NESTLE	16414	12/07/2015	05K0032414377	WATER PURIF. UNIT RENTAL-PUBLIC SAFETY BLDG.	\$512.81			
		12/07/2015	05K0029647971	WATER PURIF. UNIT RENTAL-FIRE STATION #2				
		12/07/2015	05K0029115110	WATER PURIF. UNITS RENTAL-CITY YARD & TRANSP. TRAILER				
		12/07/2015	05K0032389744	WATER PURIF. UNIT RENTAL-FIRE STATION #99				
		12/07/2015	05K0029648037	WATER PURIF. UNIT RENTAL-FIRE STATION #91				
		12/07/2015	05K0029647948	WATER PURIF. UNIT RENTAL-FIRE STATION #48				
		12/07/2015	05K0029647914	WATER PURIF. UNIT RENTAL-FIRE STATION #6				
		12/07/2015	05K0028990919	WATER PURIF. UNITS RENTAL-CITY HALL				
		12/07/2015	05K0029115359	WATER PURIF. UNIT RENTAL-CRC				
		12/07/2015	05K0029648052	WATER PURIF. UNIT RENTAL-FIRE STATION #65				
		12/07/2015	05K0029115144	WATER PURIF. UNIT RENTAL-LIBRARY				
		12/07/2015	05K0029115201	WATER PURIF. UNIT RENTAL-SENIOR CENTER				
		12/07/2015	05K0029115177	WATER PURIF. UNITS RENTAL-ANIMAL SHELTER				
		16586	16586	12/28/2015		05L0032389744	WATER PURIF. UNIT RENTAL-FIRE STATION #99	\$431.84
				12/28/2015		05L0029115110	WATER PURIF. UNITS RENTAL-CITY YARD & TRANSP. TRAILER	
				12/28/2015		05L0029648052	WATER PURIF. UNIT RENTAL-FIRE STATION #65	
12/28/2015	05L0029115144			WATER PURIF. UNIT RENTAL-LIBRARY				
12/28/2015	05L0032414377			WATER PURIF. UNIT RENTAL-PUBLIC SAFETY BLDG.				
12/28/2015	05L0028990919			WATER PURIF. UNITS RENTAL-CITY HALL				
12/28/2015	05L0029647997			WATER PURIF. UNIT RENTAL-FIRE STATION #58				
12/28/2015	05L0029647948			WATER PURIF. UNIT RENTAL-FIRE STATION #48				
12/28/2015	05L0029648037			WATER PURIF. UNIT RENTAL-FIRE STATION #91				
12/28/2015	05L0029647914			WATER PURIF. UNIT RENTAL-FIRE STATION #6				
12/28/2015	05L0029647971	WATER PURIF. UNIT RENTAL-FIRE STATION #2						
Remit to: LOUISVILLE, KY				FYTD:	\$3,913.55			

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REFRIGERATION CONTROL CO., INC.	226949	12/07/2015	7292-4879	PUPPY COOLER REPAIR AT ANIMAL SHELTER	\$310.48
	227009	12/14/2015	7292-2753	FREEZER REPAIR-CRC	\$615.77
		12/14/2015	7292-2432	ICE MACHINE REPAIR-PSB	
		12/14/2015	7292-5100	INSTALLED GASKETS TO TRAULSEN COOLER-FS#99	
	227076	12/21/2015	7292-5351	INITIAL SERVICE CALL-TOWNGATE ICE MACHINE	\$768.94
		12/21/2015	7292-5210	PUPPY COOLER REPAIR AT ANIMAL SHELTER	
12/21/2015		7292-4881	REPAIR OF TRAULSEN COOLER-FS#99		
Remit to: CORONA, CA					FYTD: \$2,564.44
RENEWAL CHRISTIAN FELLOWSHIP	227110	12/21/2015	1309988	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	16415	12/07/2015	11723971	LINENS RENTAL FOR CRC BALLROOM	\$58.21
	16484	12/07/2015	S504189	LINENS FOR SPECIAL EVENTS AT CRC	
12/14/2015		S506459	LINENS FOR SPECIAL EVENTS AT CRC	\$45.54	
12/14/2015		11729748	LINENS RENTAL FOR CRC BALLROOM		
16552	12/21/2015	11734993	LINENS RENTAL FOR CRC BALLROOM	\$52.54	
	12/21/2015	S508712	LINENS FOR SPECIAL EVENTS AT CRC		
	12/21/2015	11712098	LINENS RENTAL FOR CRC BALLROOM		
Remit to: LOS ANGELES, CA					FYTD: \$896.03
RHA LANDSCAPE ARCHITECTS- PLANNERS	226950	12/07/2015	1115046	SHADOW MTN PARK PLAYGROUND PROJECT	\$75.00
Remit to: RIVERSIDE, CA					FYTD: \$75.00

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RICK ENGINEERING COMPANY	16416	12/07/2015	45910	CONSULTING - PERRIS WIDENING	\$2,615.00
		12/07/2015	45912	CONSULTING - CYCLE 4	
		12/07/2015	45911	CONSULTING - CYCLE 3	
Remit to: RIVERSIDE, CA					FYTD: \$42,880.00
RIGHTWAY SITE SERVICES, INC.	227077	12/21/2015	110036	PORTABLE RESTROOM RENTAL-COTTONWOOD GOLF COURSE	\$591.70
		12/21/2015	110038	PORTABLE RESTROOM RENTAL-MARCH MIDDLE SCHOOL BASEBALL FLD	
		12/21/2015	110037	PORTABLE RESTROOM RENTAL-EQUESTRIAN CENTER	
Remit to: LAKE ELSINORE, CA					FYTD: \$4,711.40
RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT)	226951	12/07/2015	9990170000-1510	VPN CONNECTION FOR CODE ENFORCEMENT STAFF-OCT15	\$18.20
Remit to: RIVERSIDE, CA					FYTD: \$2,995.90
RIVERSIDE COUNTY SHERIFF CIVIL DIVISION-WEST	227010	12/14/2015	2016-00000214	1015 - GARNISHMENT - CREDITOR %	\$400.00
	227133	12/28/2015	2016-00000229	1015 - GARNISHMENT - CREDITOR %	\$400.00
Remit to: RIVERSIDE, CA					FYTD: \$7,619.39
RMA GROUP	227079	12/21/2015	50487	CONSULTING - RECHE VISTA	\$1,375.00
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$26,574.00
ROBLES, LETICIA	227111	12/21/2015	1309965	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00

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ROCK STRUCTURES CONSTRUCTION COMPANY,	226952	12/07/2015	11221	CRUSHED ROCK FOR EROSION CONTROL	\$3,215.73
		12/07/2015	11200	CRUSHED ROCK FOR EROSION CONTROL	
Remit to: CORONA, CA					FYTD: \$3,215.73
RODRIGO, RUBEN	227112	12/21/2015	MVU 7013128-02	SOLAR INCENTIVE REBATE	\$5,216.00
Remit to: MORENO VALLEY, CA					FYTD: \$5,216.00
RODRIQUEZ, CHRISTINA	227113	12/21/2015	1302417	REFUND ON RENTAL 28371 AT THE SENIOR CENTER	\$300.00
Remit to: RIVERSIDE, CA					FYTD: \$300.00
SACK, NANCY	226977	12/07/2015	R15-092147	AS REFUND-RABIES DEPOSIT	\$20.00
Remit to: ANAHEIM, CA					FYTD: \$20.00
SAFEWAY SIGN CO.	227080	12/21/2015	4874	TRAFFIC SIGNS & HARDWARE	\$270.11
Remit to: ADELANTO, CA					FYTD: \$23,191.11
SALCEDO, MARIA	226978	12/07/2015	MVU 7012952-05	SOLAR INCENTIVE REBATE	\$6,369.00
Remit to: MORENO VALLEY, CA					FYTD: \$6,369.00
SALVATION ARMY	226979	12/07/2015	1304813	CRC RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00

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SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP	16417	12/07/2015	81404	1 YEAR SPRINKLER RECERTIFICATION 15/16 - PSB	\$1,850.00
		12/07/2015	81403	1 YEAR SPRINKLER RECERTIFICATION 15/16 - FS #48	
		12/07/2015	81402	1 YEAR SPRINKLER RECERTIFICATION 15/16 - FS #6	
		12/07/2015	81195	1 YEAR SPRINKLER RECERTIFICATION 15/16 - FS #2	
		12/07/2015	81196	1 YEAR SPRINKLER RECERTIFICATION 15/16 - FS #99	
		12/07/2015	81400	1 YEAR SPRINKLER RECERTIFICATION 15/16 - FS #91	
		12/07/2015	81401	1 YEAR SPRINKLER RECERTIFICATION 15/16 - FS #58	
Remit to: SAN BERNARDINO, CA					FYTD: \$4,309.24
SARAVIA, CYLEA	226980	12/07/2015	1304876	TOWNGATE CANCELLATION REFUND BALANCE	\$349.00
Remit to: HEMET, CA					FYTD: \$349.00
SARKISSIAN, MIKE	227153	12/28/2015	MVU 7009122-07	SOLAR INCENTIVE REBATE	\$4,307.00
Remit to: MORENO VALLEY, CA					FYTD: \$4,307.00
SAVI PROFESSIONAL SVC INC	226981	12/07/2015	OVERPAYMENT	OVERPAYMENT FOR FALSE ALARM ACT 04000	\$129.40
Remit to: YORBA LINDA , CA					FYTD: \$129.40
SCHIEFELBEIN, LORI C.	227081	12/21/2015	NOV2015-RFP	CONSULTANT SVCS-PREPARATION OF NEW RFP FOR ROTATIONAL TOW PROGRM	\$1,828.75
Remit to: BULLHEAD CITY, AZ					FYTD: \$8,195.00
SCOTT FAZEKAS & ASSOCIATES, INC	227134	12/28/2015	18436	PLAN CHECK SERVICES FOR BLDG. & SAFETY DEPT.-SEP 2015	\$8,027.85
		12/28/2015	18518	PLAN CHECK SERVICES FOR BLDG. & SAFETY DEPT.-OCT 2015	
Remit to: IRVINE, CA					FYTD: \$59,983.65

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SCREEN VISION	226953	12/07/2015	LOC_000091848	SHOP MOVAL CHRISTMAS AD (PRODUCTION COST)	\$1,530.00
		12/07/2015	LOC_000091281	SHOP MOVAL CHRISTMAS AD (LOCAL THEATERS 11/20-12/17/15)	
Remit to: NEW YORK, NY					FYTD: \$1,530.00
SECTRAN SECURITY, INC	227082	12/21/2015	15120739	ARMORED TRANSPORT SERVICES-DEC15	\$477.00
Remit to: LOS ANGELES, CA					FYTD: \$2,875.50
SECURITY LOCK & KEY	16418	12/07/2015	27479	INSTALL DRAWER LOCKS @ ANIMAL SHELTER	\$77.17
	16485	12/14/2015	27530	LOCK REPAIR-ERC FRONT DOOR	\$1,060.60
		12/14/2015	27531	NEW LOCKSET-ERC (2) RESTROOMS	
Remit to: YUCAIPA, CA					FYTD: \$3,795.89
SIGNS BY TOMORROW	226954	12/07/2015	16846	PUBLIC HEARING SIGN POSTINGS FOR CC & PC MEETINGS	\$243.00
Remit to: MURRIETA, CA					FYTD: \$4,635.26
SINGER & COFFIN, APC	16587	12/28/2015	4563	CONSULTANT INVOICE 801 0038 70 77	\$846.00
Remit to: IRVINE, CA					FYTD: \$2,404.50
SIRE TECHNOLOGIES/HYLAND SOFTWARE	16553	12/21/2015	324949	VIDEO STREAMING HOSTING 8/1-11/30/15	\$2,400.00
Remit to: WESTLAKE, OH					FYTD: \$19,793.56
SKY PUBLISHING	16554	12/21/2015	15_6P_007	PRINTING OF SOARING RECREATION GUIDE FOR WINTER/SPRING 2016	\$11,650.22
Remit to: MORENO VALLEY, CA					FYTD: \$33,546.22
SKY TRAILS MOBILE VILLAGE	16419	12/07/2015	NOV 2015	REFUND FOR UUT	\$49.54
	16486	12/14/2015	2015-NOV	UUT REFUND FOR NOV 2015	\$40.11
Remit to: LOS ANGELES, CA					FYTD: \$308.30

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SMITH, ABRAM	226982	12/07/2015	R15-092396	AS REFUND-OVERPMT ON WEB LIC RENEWAL	\$53.00
Remit to: MORENO VALLEY, CA					FYTD: \$53.00
SO CAL SANDBAGS, INC	226955	12/07/2015	90825	FILLED GRAVELBAGS	\$1,814.00
	227011	12/14/2015	90639	FILLED GRAVELBAGS	\$8,300.50
		12/14/2015	90465	FILLED GRAVELBAGS	
	227136	12/28/2015	90985	FILLED GRAVELBAGS FOR PUBLIC DISTRIBUTION	\$6,461.00
		12/28/2015	90987	FILLED GRAVELBAGS FOR PUBLIC DISTRIBUTION	
		12/28/2015	90989	FILLED GRAVELBAGS FOR PUBLIC DISTRIBUTION	
		12/28/2015	90984	FILLED GRAVELBAGS FOR PUBLIC DISTRIBUTION	
		12/28/2015	90988	FILLED GRAVELBAGS FOR PUBLIC DISTRIBUTION	
Remit to: CORONA, CA					FYTD: \$22,017.50
SOCAL OFFICE TECHNOLOGIES, INC.	16420	12/07/2015	IN119614	QUARTERLY CHARGE FOR COPY MACHINES LEASE 10/1/15-12/31/15	\$13,155.91
Remit to: CYPRESS, CA					FYTD: \$29,143.16
SOSA, HUGO	16421	12/07/2015	NOV-2015	INSTRUCTOR SERVICES-TRADITIONAL KARATEDO CLASS	\$150.00
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$1,290.00
SOUTHERN CALIFORNIA EDISON 1	226956	12/07/2015	NOV-15 12/7/15	ELECTRICITY CHARGES	\$3,934.62
	227012	12/14/2015	NOV-15 12/14/15	ELECTRICITY CHARGES	\$15,470.76
		12/14/2015	587-9520/NOV-15	ELECTRICITY-FERC CHARGES/24417 NANDINA AVE. 10/6/14-11/1/15	
	227137	12/28/2015	NOV-15 12/28/15	ELECTRICITY CHARGES	\$20,511.36
		12/28/2015	DEC-15 12/28/15	ELECTRICITY CHARGES	
Remit to: ROSEMEAD, CA					FYTD: \$1,591,656.98

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SOUTHERN CALIFORNIA GAS CO.	227085	12/21/2015	NOV-2015	GAS CHARGES	\$6,795.29
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$36,808.10
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY	16487	12/14/2015	1215	SHARED COST FOR ASTORIA PROJ-SCPPA RESTRUCTURING-DEC15	\$1,330.24
		12/14/2015	1115	SHARED COST FOR ASTORIA PROJ-SCPPA RESTRUCTURING-NOV15	
Remit to: GLENDORA, CA					<u>FYTD:</u> \$2,403.75
SOUTHERN PET SUPPLIES	16488	12/14/2015	9526	PET SUPPLIES-ASSORTED COLLARS & LEADS	\$275.65
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$2,087.15
SOUTHWEST HEALTHCARE SYSTEM	227013	12/14/2015	MV002	STANDARD REPORTING SART EXAM	\$900.00
Remit to: WILDOMAR, CA					<u>FYTD:</u> \$900.00
SPARKLETTS	16422	12/07/2015	10050036 110215	BOTTLED WATER SVC/COOLER RENTAL-EOC/ERF	\$52.57
		12/07/2015	7364551 112315	BOTTLED WATER/SVC.-SUNNYMEAD ELEMENTARY "A CHILD'S PLACE"	
		12/07/2015	7387294 110715	BOTTLED WATER SVC/COOLER RENTAL-COTTONWOOD GOLF COURSE STAFF	
	16489	12/14/2015	7364596 120215	BOTTLED WATER/SVC.-CREEKSIDE ELEMENTARY "A CHILD'S PLACE"	\$97.29
		12/14/2015	10050036 120215	BOTTLED WATER SVC/COOLER RENTAL-EOC/ERF	
		12/14/2015	7363683 120215	BOTTLED WATER/SVC.-ARMADA ELEMENTARY "A CHILD'S PLACE"	
Remit to: DALLAS, TX					<u>FYTD:</u> \$945.20
SPRINT	16490	12/14/2015	634235346-063	CELLULAR PHONE SVC-PD SET UNIT	\$57.68
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$494.99

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**City of Moreno Valley
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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
STANDARD INSURANCE CO	227014	12/14/2015	151201	SUPPLEMENTAL INSURANCE	\$1,251.07
Remit to: PORTLAND, OR					FYTD: \$170,255.52
STANLEY CONVERGENT SECURITY SOLUTIONS, INC	16424	12/07/2015	12910162	SECURITY SYSTEM MONITORING-SUNNYMEAD & BETHUNE PARKS SNACK BARS	\$186.17
	16491	12/14/2015	12934949	ALARM SYSTEM MONITORING SERVICES-FIRE ST. #99/DEC15	\$1,816.92
		12/14/2015	12926093	ALARM SYSTEM MONITORING SERVICES-CITY YARD & TRANSP. TRAILER	
		12/14/2015	12936721	ALARM SYSTEM MONITORING SERVICES-ANIMAL SHELTER/DEC15-FEB16	
		12/14/2015	12933915	ALARM SYSTEM MONITORING SERVICES-SENIOR CENTER/DEC15-FEB16	
		12/14/2015	12922175	ALARM SYSTEM MONITORING SERVICES-FIRE ST. #58/DEC15-FEB16	
		12/14/2015	12918363	ALARM SYSTEM MONITORING SERVICES-MARCH ASES BLDG 823/DEC15-FEB16	
		12/14/2015	12908628	ALARM SYSTEM MONITORING SERVICES-EOC/DEC15	
	16555	12/21/2015	12941450	SECURITY SYSTEM SERVICE CALL-LIBRARY/WATER DAMAGED HEAT DETECTOR	\$3,021.65
		12/21/2015	12881020	SECURITY SYSTEM SERVICE CALL-SENIOR CTR.-ELECTR. WIRING REPAIRS	
		12/21/2015	12806819	SECURITY SYSTEM SERVICE CALL-CITY HALL/GROUND FAULT TO AC UNIT	
		12/21/2015	12960758	SECURITY SYSTEM SERVICE CALL-CRC/REPLACED MOTION DETECTOR YOC RM	
		12/21/2015	12961074	SECURITY SYSTEM SERVICE CALL-MFPCC/REPLACE 3 MOTION DETECTORS	
Remit to: PALATINE, IL					FYTD: \$24,436.00

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STATE BOARD OF EQUALIZATION 1	16597	12/23/2015	113015	SALES & USE TAX REPORT FOR 11/1-11/30/15	\$1,791.00
Remit to: SACRAMENTO, CA					FYTD: \$15,788.32
STATE DISBURSEMENT UNIT	16437	12/11/2015	2016-00000221	1005 - GARNISHMENT - CHILD SUPPORT*	\$2,983.04
	16566	12/24/2015	2016-00000238	1005 - GARNISHMENT - CHILD SUPPORT*	\$2,983.04
Remit to: WEST SACRAMENTO, CA					FYTD: \$39,515.56
STATE OF CALIFORNIA DEPT. OF JUSTICE	227015	12/14/2015	123991 (BL)	FINGERPRINTING SERVICES-BUSINESS LICENSE RELATED	\$384.00
		12/14/2015	123991 (PCS)	FINGERPRINTING SERVICES-PARKS CONTRACT CLASS RELATED	
		12/14/2015	123991 (HR)	FINGERPRINTING SERVICES-HR/EMPLOYMENT/VOLUNTEERS RELATED	
	227086	12/21/2015	129853 (HR)	FINGERPRINTING SERVICES-HR/EMPLOYMENT/VOLUNTEERS RELATED	\$650.00
		12/21/2015	129853 (PCS)	FINGERPRINTING SERVICES-PARKS CONTRACT CLASS RELATED	
		12/21/2015	129853 (BL)	FINGERPRINTING SERVICES-BUSINESS LICENSE RELATED	
	227087	12/21/2015	135220	LIVE SCAN FINGERPRINTING APPS FOR PD-NOV 2015	\$8,094.00
		12/21/2015	117871	LIVE SCAN FINGERPRINTING APPS FOR PD-AUG 2015	
		12/21/2015	112284	LIVE SCAN FINGERPRINTING APPS FOR PD-JUL 2015	
		12/21/2015	123810	LIVE SCAN FINGERPRINTING APPS FOR PD-SEP 2015	
Remit to: SACRAMENTO, CA					FYTD: \$20,884.00
STATE WATER RESOURCES CONTROL BOARD 1	226957	12/07/2015	SW-0103577	ANNUAL PERMIT FEE/PERRIS-FACILITY ID 8 33C370852 INDEX 260703	\$1,610.00
		12/07/2015	SW-0103562	ANNUAL PERMIT FEE/NASON-FACILITY 8 33C370243 INDEX 260688	
Remit to: SACRAMENTO, CA					FYTD: \$31,023.00

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STILES ANIMAL REMOVAL, INC.	227138	12/28/2015	105269	DECEASED LARGE ANIMAL REMOVAL SERVICES-NOV15	\$150.00
Remit to: GUAISTI, CA					FYTD: \$1,500.00
STRADLING, YOCCA, CARLSON & RAUTH	16492	12/14/2015	293633-0031	LEGAL SERVICES-RE: NSP AGREEMENTS	\$3,611.35
		12/14/2015	293634-0032	LEGAL SERVICES-RE: NSP AGREEMENTS	
Remit to: NEWPORT BEACH, CA					FYTD: \$56,696.18
SUNNYMEAD ACE HARDWARE	227016	12/14/2015	64270	MISC. SUPPLIES FOR PD	\$60.75
		12/14/2015	63962	HARDWARE SUPPLIES FOR CITY PARKS	
		12/14/2015	63939	HARDWARE SUPPLIES FOR CITY PARKS	
	227088	12/21/2015	64177	MISC. HARDWARE SUPPLIES FOR FIRE STATION #48	\$29.79
Remit to: MORENO VALLEY, CA					FYTD: \$786.68
SUTTON, KENYAE	227114	12/21/2015	1309700	REFUND WINTER YOUTH BASKETBALL LEAGUE	\$92.00
Remit to: MORENO VALLEY, CA					FYTD: \$92.00
TAHIR, AMAN	227043	12/14/2015	MVU 7011709-04	SOLAR INCENTIVE REBATE	\$4,483.00
Remit to: MORENO VALLEY, CA					FYTD: \$4,483.00
TEMPLE, LORNA FAY/RICHARD	227044	12/14/2015	MV3130910033	REFUND-PARKING CITATION OVERPAYMENT	\$172.50
Remit to: MORENO VALLEY, CA					FYTD: \$172.50
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	16494	12/14/2015	2016-00000215	4511 - FSA - MED CARE REIMB *	\$5,549.99
		12/14/2015	89892	FLEX & COBRA ADMIN FEES-NOV15	
	16588	12/28/2015	2016-00000230	4511 - FSA - MED CARE REIMB *	\$4,225.06
Remit to: TEMECULA, CA					FYTD: \$301,860.35

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THOMPSON COBURN LLP	16496	12/14/2015	3134599	LEGAL SERVICES FOR MVU-NERC/RELIABILITY COMPLIANCE-OCT15	\$390.97
Remit to: WASHINGTON, DC					FYTD: \$10,236.56
THOMSON REUTERS-WEST PUBLISHING CORP.	227089	12/21/2015	833100475	LEGAL LIBRARY PUBLICATION UPDATES	\$83.18
	227139	12/28/2015	833042722	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-NOV15	\$753.98
Remit to: CAROL STREAM, IL					FYTD: \$6,626.72
TIME WARNER CABLE	227140	12/28/2015	INV-90068635	RECYCLING COMMERCIALS 10/26-11/29/15	\$1,450.00
		12/28/2015	INV-90068636	RECYCLING COMMERCIALS 10/26-11/29/15	
Remit to: PASADENA, CA					FYTD: \$4,090.00
TRANSPORT, J MONJARAS	227045	12/14/2015	MV3150902065	REFUND - PARKING CITATION OVERPAYMENT	\$86.00
Remit to: Ontario, CA					FYTD: \$86.00
TREMCO INCORPORATED	16426	12/07/2015	93480169	TOWNGATE ROOF REPAIR	\$646.25
Remit to: CLEVELAND, OH					FYTD: \$22,007.25
TRICHE, TARA	16497	12/14/2015	DEC-2015	INSTRUCTOR SERVICES-DANCE CLASSES	\$2,264.40
Remit to: MORENO VALLEY, CA					FYTD: \$12,820.20
TRINITY BAPTIST CHURCH	227115	12/21/2015	1309967	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
TURF STAR, INC.	227017	12/14/2015	2291935-00	EQUIPMENT MAINT. & REPAIRS-COTTONWOOD GOLF CTR	\$477.16
Remit to: SAN FRANCISCO, CA					FYTD: \$2,967.40

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TWINING LABORATORIES OF SO. CALIFORNIA	227090	12/21/2015	59697	GEOTECHNICAL & MATERIAL TESTING SERVICES	\$17,920.00
Remit to: LONG BEACH, CA					FYTD: \$36,007.00
U.S. HEALTHWORKS MEDICAL GROUP	16498	12/14/2015	2814877-CA	PRE-EMPLOYMENT PHYSICAL EXAM & DRUG SCREENING	\$1,130.38
		12/14/2015	2811342-CA	PRE-EMPLOYMENT PHYSICAL EXAM & DRUG SCREENING	
		12/14/2015	122138041 10/29	HEALTH INSURANCE CLAIM-EMPLOYEE INJURY TREATMENT	
		12/14/2015	2809830-CA	PRE-EMPLOYMENT PHYSICAL EXAM & DRUG SCREENING	
Remit to: VALENCIA, CA					FYTD: \$8,020.10
ULTRASERV AUTOMATED SERVICES, LLC	227018	12/14/2015	3590:030275	COFFEE SVC. SUPPLIES-CITY YARD	\$1,205.09
		12/14/2015	3590:030271	COFFEE SVC. SUPPLIES-ANNEX #1	
		12/14/2015	3590:030796	COFFEE SVC. SUPPLIES-CITY HALL/BREAKROOM LOCATION	
		12/14/2015	3590:030273	COFFEE SVC. SUPPLIES-ANIMAL SHELTER	
		12/14/2015	3590:030794	COFFEE SVC. SUPPLIES-ANIMAL SHELTER	
		12/14/2015	3590:030792	COFFEE SVC. SUPPLIES-ANNEX #1	
		12/14/2015	3590:030798	COFFEE SVC. SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
	227141	12/28/2015	3590:031053	COFFEE SVC. SUPPLIES-ANNEX #1	\$330.85
		12/28/2015	3590:031055	COFFEE SVC. SUPPLIES-CITY YARD	
		12/28/2015	3590:031045	COFFEE SVC. SUPPLIES-CITY HALL/PUBLIC WORKS LOCATION	
Remit to: COSTA MESA, CA					FYTD: \$18,242.37
UNION BANK OF CALIFORNIA 1	226958	12/07/2015	950871	INVESTMENT CUSTODIAL SERVICES-OCT15	\$333.67
	227142	12/28/2015	955378	INVESTMENT CUSTODIAL SERVICES-NOV15	\$393.67
Remit to: LOS ANGELES, CA					FYTD: \$4,224.37

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UNITED ROTARY BRUSH CORP	16428	12/07/2015	287814	STREET SWEEPER BROOM KITS/RECONDITIONING	\$1,422.15
	16499	12/14/2015	287899	STREET SWEEPER BROOM KITS/RECONDITIONING	\$2,228.51
		12/14/2015	287668	STREET SWEEPER BROOM KITS/RECONDITIONING	
Remit to: KANSAS CITY, MO					FYTD: \$23,258.52
UNITED SITE SERVICES OF CA, INC.	16589	12/28/2015	114-3544492	FENCE RENTAL AT ANIMAL SHELTER	\$106.65
Remit to: EL MONTE, CA					FYTD: \$6,742.71
UNITED STATES VETERANS INITIATIVE	227146	12/28/2015	DONATION	DONATION TO U.S. VETS-INLAND EMPIRE	\$500.00
Remit to: MARCH ARB, CA					FYTD: \$1,532.03
UNITED WAY OF INLAND VALLEYS	16500	12/14/2015	2016-00000216	8720 - UNITED WAY	\$22.50
	16590	12/28/2015	2016-00000231	8720 - UNITED WAY	\$22.50
Remit to: RIVERSIDE, CA					FYTD: \$292.50
URRUTIA, DIALENA	16501	12/14/2015	DEC-2015	INSTRUCTOR SERVICES-INTERNATIONAL LATIN DANCE CLASS	\$15.00
	16556	12/21/2015	DEC-2015 (2)	INSTRUCTOR SERVICES-INTERNATIONAL LATIN DANCE CLASSES	\$75.00
Remit to: RIVERSIDE, CA					FYTD: \$564.60
USA MOBILITY/ARCH WIRELESS	16557	12/21/2015	Y6218870L	PAGER SERVICE FOR ON-CALL TRAFFIC SIG. MAINT. STAFF	\$4.68
Remit to: SPRINGFIELD, VA					FYTD: \$28.99

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VACATE TERMITE & PEST ELIMINATION COMPANY	16502	12/14/2015	60953	PEST CONTROL SERVICE-SENIOR CENTER	\$2,130.00
		12/14/2015	60945	PEST CONTROL SERVICE-FIRE STATION #99	
		12/14/2015	60661	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG.	
		12/14/2015	60663	PEST CONTROL SERVICE-ANNEX 1	
		12/14/2015	60664	PEST CONTROL SERVICE-ANIMAL SHELTER	
		12/14/2015	60665	PEST CONTROL SERVICE-MARCH FIELD ASES BLDG.	
		12/14/2015	60666	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.	
		12/14/2015	60378	PEST CONTROL SERVICE-FIRE STATION #99	
		12/14/2015	61273	PEST CONTROL SERVICE-MARCH FIELD ASES BLDG.	
		12/14/2015	60654	PEST CONTROL SERVICE-CITY YARD	
		12/14/2015	60653	PEST CONTROL SERVICE-EOC	
		12/14/2015	60510	PEST CONTROL SERVICE-FIRE STATION #58	
		12/14/2015	60387	PEST CONTROL SERVICE-FIRE STATION #91	
		12/14/2015	60386	PEST CONTROL SERVICE-FIRE STATION #2	
		12/14/2015	60385	PEST CONTROL SERVICE-SENIOR CENTER	
		12/14/2015	60383	PEST CONTROL SERVICE-LIBRARY	
		12/14/2015	60382	PEST CONTROL SERVICE-UTILITY FIELD OFFICE	
		12/14/2015	60656	PEST CONTROL SERVICE-CITY HALL	
		12/14/2015	60379	PEST CONTROL SERVICE-FIRE STATION #65	
		12/14/2015	60950	PEST CONTROL SERVICE-UTILITY FIELD OFFICE	
		12/14/2015	60377	PEST CONTROL SERVICE-FIRE STATION #48	
		12/14/2015	60655	PEST CONTROL SERVICE-CONFERENCE & REC. CTR.	
		12/14/2015	60954	PEST CONTROL SERVICE-FIRE STATION #2	
		12/14/2015	60380	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.	
		12/14/2015	60944	PEST CONTROL SERVICE-FIRE STATION #48	
		12/14/2015	60946	PEST CONTROL SERVICE-FIRE STATION #65	
		12/14/2015	60667	PEST CONTROL SERVICE-TRANSP. TRAILER	
		12/14/2015	60947	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.	

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VACATE TERMITE & PEST ELIMINATION COMPANY		12/14/2015	60949	PEST CONTROL SERVICE-FIRE STATION #6	
		12/14/2015	60381	PEST CONTROL SERVICE-FIRE STATION #6	
		12/14/2015	61269	PEST CONTROL SERVICE-EOC	
		12/14/2015	61272	PEST CONTROL SERVICE-ANIMAL SHELTER	
		12/14/2015	61268	PEST CONTROL SERVICE-CITY HALL	
		12/14/2015	61274	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.	
		12/14/2015	61153	PEST CONTROL SERVICE-FIRE STATION #58	
		12/14/2015	60955	PEST CONTROL SERVICE-FIRE STATION #91	
		12/14/2015	61267	PEST CONTROL SERVICE-CONFERENCE & REC. CTR.	
		12/14/2015	61275	PEST CONTROL SERVICE-TRANSP. TRAILER	
		12/14/2015	61262	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG.	
		12/14/2015	61271	PEST CONTROL SERVICE-ANNEX 1	
		12/14/2015	61264	PEST CONTROL SERVICE-CITY YARD	
		12/14/2015	60951	PEST CONTROL SERVICE-LIBRARY	

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VACATE TERMITE & PEST ELIMINATION COMPANY	16558	12/21/2015	61263	PEST CONTROL SERVICE-COTTONWOOD GOLF CTR.	\$1,290.00
		12/21/2015	60662	PEST CONTROL SERVICE-COTTONWOOD GOLF CTR.	
		12/21/2015	61797	PEST CONTROL SERVICE-TOWNGATE COMM. CTR.	
		12/21/2015	61795	PEST CONTROL SERVICE-FIRE STATION #48	
		12/21/2015	61731	PEST CONTROL SERVICE-FIRE STATION #2	
		12/21/2015	61798	PEST CONTROL SERVICE-FIRE STATION #6	
		12/21/2015	62096	PEST CONTROL SERVICE-COTTONWOOD GOLF CTR.	
		12/21/2015	62095	PEST CONTROL SERVICE-PUBLIC SAFETY BLDG.	
		12/21/2015	62108	PEST CONTROL SERVICE-TRANSP. TRAILER	
		12/21/2015	62102	PEST CONTROL SERVICE-EOC	
		12/21/2015	62104	PEST CONTROL SERVICE-ANNEX 1	
		12/21/2015	59125	PEST CONTROL SERVICE-COTTONWOOD GOLF CTR.	
		12/21/2015	62097	PEST CONTROL SERVICE-CITY YARD	
		12/21/2015	61796	PEST CONTROL SERVICE-FIRE STATION #65	
		12/21/2015	60039	PEST CONTROL SERVICE-COTTONWOOD GOLF CTR.	
		12/21/2015	61732	PEST CONTROL SERVICE-SENIOR CENTER	
		12/21/2015	62101	PEST CONTROL SERVICE-CITY HALL	
		12/21/2015	62100	PEST CONTROL SERVICE-CONFERENCE & REC. CTR.	
		12/21/2015	62105	PEST CONTROL SERVICE-ANIMAL SHELTER	
		12/21/2015	62106	PEST CONTROL SERVICE-MARCH FIELD ASES BLDG.	
		12/21/2015	61730	PEST CONTROL SERVICE-FIRE STATION #91	
		12/21/2015	61733	PEST CONTROL SERVICE-LIBRARY	
		12/21/2015	62149	PEST CONTROL SERVICE-FIRE STATION #58	
		12/21/2015	61734	PEST CONTROL SERVICE-UTILITY FIELD OFFICE	
		12/21/2015	62107	PEST CONTROL SERVICE-MARCH FIELD PARK COMM. CTR.	
		12/21/2015	61735	PEST CONTROL SERVICE-FIRE STATION #99	

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VACATE TERMITE & PEST ELIMINATION COMPANY	16591	12/28/2015	62099	PEST CONTROL SERVICE- MARCH FIELD/SKATE PARK	\$1,192.50
		12/28/2015	61844	RODENT CONTROL SERVICES- EL POTRERO PARK	
		12/28/2015	61775	RODENT CONTROL SERVICES- COTTONWOOD GOLF CENTER	
		12/28/2015	61920	RODENT CONTROL SERVICES- CONFERENCE & REC. CTR.	
		12/28/2015	62098	PEST CONTROL SERVICE- CELEBRATION PARK	
		12/28/2015	62094	PEST CONTROL SERVICE-SUNNYMEAD PARK	
		12/28/2015	61799	RODENT CONTROL SERVICES- ELECTRICAL SUBSTATION	
		12/28/2015	61843	RODENT CONTROL SERVICES- EDISON EASEMENT PARK	
		12/28/2015	61772	RODENT CONTROL SERVICES-SUNNYMEAD PARK	
		12/28/2015	61773	RODENT CONTROL SERVICES-MARCH FIELD/SKATE PARK	
		12/28/2015	61774	RODENT CONTROL SERVICES- CELEBRATION PARK	
		12/28/2015	62103	PEST CONTROL SERVICE-MORRISON PARK	
		12/28/2015	61776	RODENT CONTROL SERVICES- MORRISON PARK	
		12/28/2015	61839	RODENT CONTROL SERVICES- EQUESTRIAN CENTER	
		12/28/2015	61840	RODENT CONTROL SERVICES- SHADOW MTN. PARK	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$17,422.50
VAL VERDE UNIFIED SCHOOL DISTRICT	227091	12/21/2015	J1744	BUSINESS LICENSE LIAISON UNIFORM	\$88.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$7,105.50
VALDIVIA, JAIME	226983	12/07/2015	MVU 7008263-08	SOLAR INCENTIVE REBATE	\$4,152.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,152.00
VASQUEZ & COMPANY LLP	16429	12/07/2015	2150861-IN	AUDIT SERVICES-CITY FINANCIAL STMTS. FOR FY 14/15-FOURTH BILLING	\$8,000.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$73,000.00

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VERIZON	227019	12/14/2015	EQN6913105-15332	BACKBONE COMMUNICATION SERVICE 11/28-12/27/15	\$1,951.99
Remit to: TRENTON, NJ					<u>FYTD:</u> \$9,891.50
VERIZON CALIFORNIA	227020	12/14/2015	1258220327-NOV15	FIOS SERVICES FOR FIRE STATION 99	\$121.91
Remit to: DALLAS, TX					<u>FYTD:</u> \$5,808.86
VICTOR MEDICAL CO	227021	12/14/2015	3868994	ANIMAL MEDICAL SUPPLIES/VACCINES	\$3,163.86
Remit to: LAKE FOREST, CA					<u>FYTD:</u> \$10,011.60
VIRGEN, AGUEDA	227046	12/14/2015	R15-092775	AS REFUND-OVERPMT ON WEB LICENSE RENEWAL	\$19.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$19.00
VISION SERVICE PLAN	16503	12/14/2015	151201	EMPLOYEE VISION INSURANCE	\$3,968.70
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$23,873.98
VOYA INSURANCE AND ANNUITY COMPANY	227143	12/28/2015	2016-00000232	8792 - VOYA (FORMERLY ING) - EMPLOYEE *	\$325.00
Remit to: DES MOINES, IA					<u>FYTD:</u> \$1,950.00
VOYAGER FLEET SYSTEM, INC.	16504	12/14/2015	869211615548	CNG FUEL PURCHASES	\$2,119.73
	16505	12/14/2015	869336602548 -AS	FUEL CARD CHARGES-ANIMAL SERVICES	\$1,230.64
		12/14/2015	869336602548 -PD	FUEL CARD CHARGES-PD TRAFFIC MOTORS	
Remit to: HOUSTON, TX					<u>FYTD:</u> \$22,552.18

Attachment: December 2015 Payment Register (1889 : PAYMENT REGISTER - DECEMBER 2015)



City of Moreno Valley
Payment Register
For Period 12/1/2015 through 12/31/2015

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>			
VULCAN MATERIALS CO, INC.	16430	12/07/2015	70951548	ASPHALTIC MATERIALS	\$2,095.85			
		12/07/2015	70971140	ASPHALTIC MATERIALS				
		12/07/2015	70951547	ASPHALTIC MATERIALS				
		12/07/2015	70953620	ASPHALTIC MATERIALS				
		12/07/2015	70966052	ASPHALTIC MATERIALS				
		12/07/2015	70966053	ASPHALTIC MATERIALS				
		12/07/2015	70955727	ASPHALTIC MATERIALS				
		12/07/2015	70958497	ASPHALTIC MATERIALS				
		12/07/2015	70968472	ASPHALTIC MATERIALS				
		12/07/2015	70962697	ASPHALTIC MATERIALS				
		12/07/2015	70949446	ASPHALTIC MATERIALS				
			16506	12/14/2015		70976242	ASPHALTIC MATERIALS	\$297.35
				12/14/2015		70974132	ASPHALTIC MATERIALS	
	Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$23,485.24		
WELLS FARGO BANK	226959	12/07/2015	15298131	OVERPAYMENT	\$8.00			
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$8.00			
WELLS FARGO CORPORATE TRUST	227144	12/28/2015	1262993	TRUSTEE FEE-2013 REF OF 05 LRB	\$2,000.00			
Remit to: MINNEAPOLIS, MN					<u>FYTD:</u> \$4,450,131.50			
WESTERN MUNICIPAL WATER DISTRICT	227145	12/28/2015	23821-018257/NV5	WATER CHARGES-MFPCC LANDSCAPE	\$2,125.22			
		12/28/2015	24753-018620/NV5	WATER CHARGES-MARB BALLFIELDS				
		12/28/2015	23821-018258/NV5	WATER CHARGES-MFPCC BLDG. 938				
		12/28/2015	23866-018292/NV5	WATER CHARGES-SKATE PARK				
Remit to: ARTESIA, CA					<u>FYTD:</u> \$18,279.44			

Attachment: December 2015 Payment Register (1889 : PAYMENT REGISTER - DECEMBER 2015)



City of Moreno Valley
Payment Register
For Period 12/1/2015 through 12/31/2015

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WILLDAN FINANCIAL SERVICES	16431	12/07/2015	010-29079	ARBITRAGE REBATE SERVICES	\$1,500.00
		12/07/2015	010-29291	NOTICE OF OCCURRENCE-RATING UPGRADE	
Remit to: TEMECULA, CA					FYTD: \$57,379.00
WILLIAMS, SEAN	226984	12/07/2015	1304964	TOWNGATE RENTAL REFUND DEPOSIT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
WILLIS, ROBERT H	227092	12/21/2015	121015	SPORTS OFFICIATING SERVICES-SOFTBALL	\$168.00
		12/21/2015	112215	SPORTS OFFICIATING SERVICES-SOFTBALL	
		12/21/2015	120315	SPORTS OFFICIATING SERVICES-SOFTBALL	
		12/21/2015	120615	SPORTS OFFICIATING SERVICES-SOFTBALL	
Remit to: PERRIS, CA					FYTD: \$1,680.00
XEROX CAPITAL SERVICES, LLC	16507	12/14/2015	082408838	COPIER LEASE FOR PARKS DEPT.-NOV15	\$1,687.74
		12/14/2015	082533268	COPIER LEASE/BILLABLE PRINTS FOR PARKS DEPT.-NOV15	
	16560	12/21/2015	082408836	COPIER LEASE/BILLABLE PRINTS FOR GRAPHICS DEPT.-NOV15	\$1,175.98
		12/21/2015	082408837	COPIER LEASE FOR GRAPHICS DEPT.-DEC15	
Remit to: PASADENA, CA					FYTD: \$16,765.36
YEE, GARY V	227047	12/14/2015	C13947	REFUND-ADMIN CITATION OVERPAYMENT	\$100.00
Remit to: SEATTLE, WA					FYTD: \$100.00
TOTAL CHECKS UNDER \$25,000					\$1,076,863.44
GRAND TOTAL					\$10,947,448.66

Attachment: December 2015 Payment Register (1889 : PAYMENT REGISTER - DECEMBER 2015)



Report to City Council

TO: Mayor and City Council

FROM: Terrie Stevens, Administrative Services Director

AGENDA DATE: March 1, 2016

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.

FISCAL IMPACT

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

PREPARATION OF STAFF REPORT

Prepared By:
Terrie Stevens
Administrative Services Director

Department Head Approval:
Terrie Stevens
Administrative Services Director

CITY COUNCIL GOALS

None

ATTACHMENTS

1. List of personnel changes

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/03/16 7:16 PM
City Attorney Approval	<u>✓ Approved</u>	2/03/16 5:03 PM
City Manager Approval	<u>✓ Approved</u>	2/04/16 10:04 AM

**City of Moreno Valley
Personnel Changes
March 1, 2016**

New Hires

Roy De Herrera
Parks Maintenance Worker, Parks & Community Services

Angel Migao
Administrative Assistant, City Clerk/City Council Office

Promotions

Stephanie Cuff
From: Management Assistant, Public Works
To: Management Analyst, Financial & Management Services

Janelle Kepler
From: Recreation Program Leader, Parks & Community Services
To: Senior Administrative Assistant, City Manager's Office

Jenifer Sterling
From: Temp Animal Care Technician, Administrative Services
To: Animal Control Officer, Administrative Services

Transfers

None

Separations

None



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: March 1, 2016

TITLE: RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED DECEMBER 31, 2015

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Quarterly Investment Report for the quarter ended December 31, 2015, in compliance with the City's Investment Policy.

SUMMARY

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended December 31, 2015. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

DISCUSSION

The City maintains a portfolio of investments in order to earn interest on cash balances that are not currently required to fund operations. California Government Code Sections 53601 and 53646 establish the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the reporting practices related to the portfolios of local agencies. The City has implemented an Investment Policy which was revised and adopted on June 9, 2015 and is in full compliance with the requirements of both of the above-mentioned Code Sections.

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended December 31, 2015. The report complies with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

The City's investment policy has set the primary goals of the portfolio management as Safety and Liquidity followed by Yield. The City currently utilizes two investment management firms who use an active investment management approach in which securities are purchased but not necessarily held to maturity, and may be actively traded based on market conditions and the City's investment goals. The City's cash flow requirements are evaluated on an ongoing basis, with short-term needs accommodated through the City's pooled investment funds with the State Local Agency Investment Fund (LAIF). LAIF is a pool of public funds managed by the State Treasurer of California, providing 24-hour liquidity while yielding a rate of return approximately equivalent to a one-year treasury bill. With the combined use of a conservative approach to evaluating cash flow needs and LAIF liquidity, the City will not have to liquidate securities at current market rates that are intended to be held for longer-term investment.

The table shows some of the key portfolio measure for the month.

	Portfolio Balance	Avg. Yield to Maturity Trends		
		Dec 2015	Nov 2015	Dec 2014
Chandler	\$82,433,426	1.43%	1.42%	1.47%
Insight	\$54,312,737	1.08%	1.08%	1.36
LAIF	\$16,633,566	0.374%	0.374%	0.267%

Bond proceeds are held and invested by a Trustee. The investment of these funds is governed by an investment policy approved by the City Council as a part of the governing documents for each specific bond issue. Deferred Compensation Plan funds are included in the report but these funds are held and invested by the respective plan administrators based on the direction of the participating employees. These funds are placed in a trust separate from City funds.

ALTERNATIVES

1. Receive and file the Quarterly Investment Report for December 31, 2015.
2. Do not accept and file the Quarterly Investment Report and provide staff with additional direction.

Staff recommends alternative 1.

FISCAL IMPACT

In December the Federal Open Market Committee (FOMC) increased the fed fund target rate by 25 basis points. As such, we have seen a slight up-tick in rates for securities offered within the parameters of the City’s investment policy. The FOMC has stated that the pace of future growth is anticipated to be slower than historical cycles. This means that yields on the current portfolio may see some slight growth during the year but yields will remain low. This directly impacts the ability of the portfolio to generate interest income and the ability to generate additional income through the active management of the portfolio. The budget anticipated investment income for the General Fund of \$2,000,000. Through December investment income has totaled less than \$700,000.

NOTIFICATION

Publication of the agenda

PREPARATION OF STAFF REPORT

Prepared By:
Brooke McKinney
Treasury Operations Division Manager

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

CITY COUNCIL GOALS

None

ATTACHMENTS

1. December 2015 Investment Report
2. Chandler Asset Management Bond Review - January 2016
3. Insight Investment Weekly Economic Update - 1/8/16

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/09/16 6:20 PM
City Attorney Approval	<u>✓ Approved</u>	2/10/16 8:13 AM
City Manager Approval	<u>✓ Approved</u>	2/17/16 3:00 PM

CITY OF MORENO VALLEY
Treasurer's Cash and Investments Report
December 2015

General Portfolio	Cost Value	Market Value	Par Value	Average Maturity (in years)	Average Yield to Maturity	Average Duration (in years)
Bank Accounts	2,905,477	2,905,477	2,905,477			
State of California LAIF Pool	16,633,566	16,620,042	16,633,566	0.50	0.40%	
Investments-Chandler	82,073,888	82,189,002	82,433,426	2.70	1.43%	2.51
Investments-Insight	54,539,860	54,297,324	54,312,737	1.71	1.08%	1.66
Total General Portfolio	156,152,791	156,011,845	156,285,206			

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	16,079,763
Principal & Interest Accounts	536,993
Debt Service Reserve Funds	2,122,914
Custody Accounts	8
Arbitrage Rebate Accounts	100,434
Other Accounts	15,772
Total Bond Proceeds	18,855,884

Deferred Compensation Funds	Market Value as of Dec 31, 2015
Nationwide	12,254,800
ICMA	5,201,975
Total Deferred Compensation Funds	17,456,775

Total Investment Portfolio	192,324,504
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- 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.
- The market values for the specific investments in the General Portfolio are provided by the City's investment advisor, Chandler Asset Management.
- The market value for LAIF is provided by the State Treasurer.
- The market values for investments held by fiscal agents and the deferred compensation plans are provided by each respective trustee or fiscal agent.
- 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
Acting City Treasurer

PORTFOLIO PERFORMANCE - 36 MONTH TREND

Period	Total General Portfolio (1)		Local Agency Investment Fund (LAIF)		Chandler				Insight			
	Asset Balance (par)	Avg YTM (2)	Balance	Yield	Asset Balance (par)	Avg YTM (2)	Rate of Return (3)		Asset Balance (par)	Avg YTM (2)	Rate of Return (3)	
							Investment Portfolio (4)	Benchmark 1-5 Gov(5)			Investment Portfolio (4)	Benchmark 1-3 Treas(5)
Jul-13	157,035,166	1.29%	8,901,042	0.267%	147,301,329	1.35%	0.12%	0.19%				
Aug-13	158,668,278	1.21%	14,860,042	0.271%	142,774,990	1.32%	-0.28%	-0.21%				
Sep-13	150,411,661	1.25%	7,060,042	0.257%	141,116,654	1.32%	0.17%	0.22%				
Oct-13	149,690,495	1.25%	11,790,903	0.266%	136,377,517	1.35%	0.53%	0.58%				
Nov-13	147,673,632	1.27%	10,460,903	0.263%	136,646,743	1.35%	0.45%	0.53%				
Dec-13	145,466,714	1.31%	5,860,903	0.264%	137,209,798	1.37%	0.13%	0.10%				
Jan-14	153,675,086	1.23%	14,867,528	0.244%	137,482,068	1.36%	0.68%	0.65%				
Feb-14	151,951,962	1.25%	13,817,528	0.236%	137,665,484	1.36%	0.65%	0.57%				
Mar-14	154,404,223	1.25%	13,117,528	0.236%	138,016,774	1.37%	0.32%	0.23%				
Apr-14	149,658,747	1.28%	8,825,043	0.233%	138,347,433	1.38%	0.36%	0.24%				
May-14	160,395,026	1.20%	25,225,043	0.228%	133,887,981	1.39%	1.22%	1.19%				
Jun-14	163,989,443	1.17%	28,875,043	0.228%	132,945,464	1.39%	1.67%	1.64%				
Jul-14	158,687,404	1.21%	23,590,023	0.244%	133,130,769	1.39%	1.18%	1.12%				
Aug-14	160,506,483	1.20%	25,565,023	0.260%	133,367,483	1.40%	1.69%	1.72%				
Sep-14	152,073,866	1.27%	16,590,023	0.246%	133,855,708	1.42%	1.06%	0.97%				
Oct-14	152,298,081	1.29%	16,278,901	0.261%	134,092,495	1.43%	1.14%	1.12%				
Nov-14	150,092,073	1.30%	14,663,901	0.261%	134,235,952	1.43%	1.29%	1.29%				
Dec-14	145,143,985		9,263,901	0.267%	80,691,698	1.47%	1.46%	1.42%	53,692,099	1.36%	1.36%	1.24%
Jan-15	171,144,833		26,173,346	0.262%	80,832,606	1.38%	1.99%	1.90%	53,730,540	1.28%	1.28%	1.24%
Feb-15	165,574,345		29,773,346	0.266%	80,993,392	1.33%	1.40%	1.27%	53,725,495	1.18%	1.26%	1.17%
Mar-15	157,317,763		21,802,285	0.278%	81,136,574	1.37%	2.05%	1.98%	53,915,294	1.07%	1.07%	1.00%
Apr-15	159,454,599		22,517,329	0.283%	81,292,994	1.36%	1.81%	1.75%	53,944,656	1.06%	1.06%	0.91%
May-15	163,652,299		27,267,329	0.290%	81,390,841	1.37%	1.22%	1.19%	54,009,777	1.06%	1.06%	1.06%
Jun-15	169,260,808		28,867,329	0.299%	81,816,933	1.38%	1.39%	1.38%	54,061,403	1.08%	1.08%	0.87%
Jul-15	161,937,644		24,936,318	0.320%	81,941,821	1.38%	1.11%	1.14%	54,083,574	1.08%	1.08%	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%	1.06%	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%	1.07%	1.15%
Oct-15	155,196,031		17,843,566	0.357%	82,223,743	1.41%	1.56%	1.47%	54,198,446	1.08%	1.08%	0.78%
Nov-15	156,098,310		17,593,566	0.374%	82,355,838	1.42%	1.30%	1.22%	54,238,929	1.08%	1.08%	0.79%
Dec-15	156,285,206		16,633,566	0.400%	82,433,426	1.43%	1.19%	1.05%	54,312,737	1.08%	1.08%	0.98%
Jan-16												
Feb-16												
Mar-16												
Apr-16												
May-16												
Jun-16												

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.

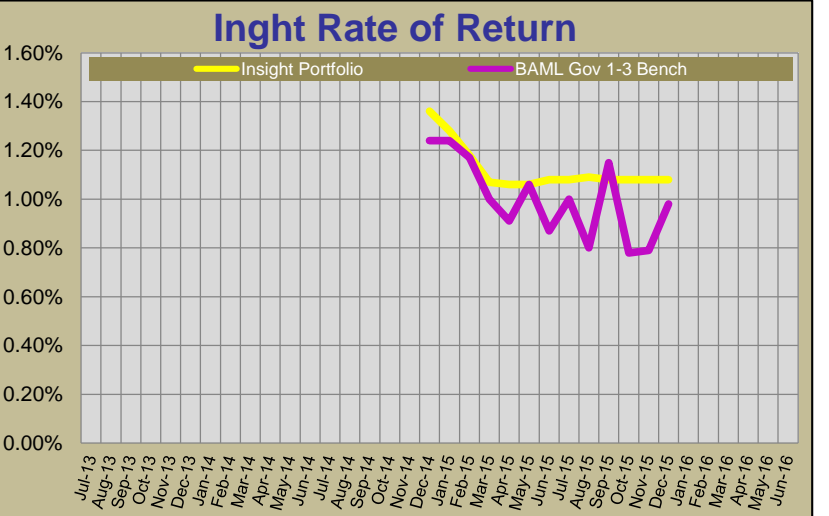
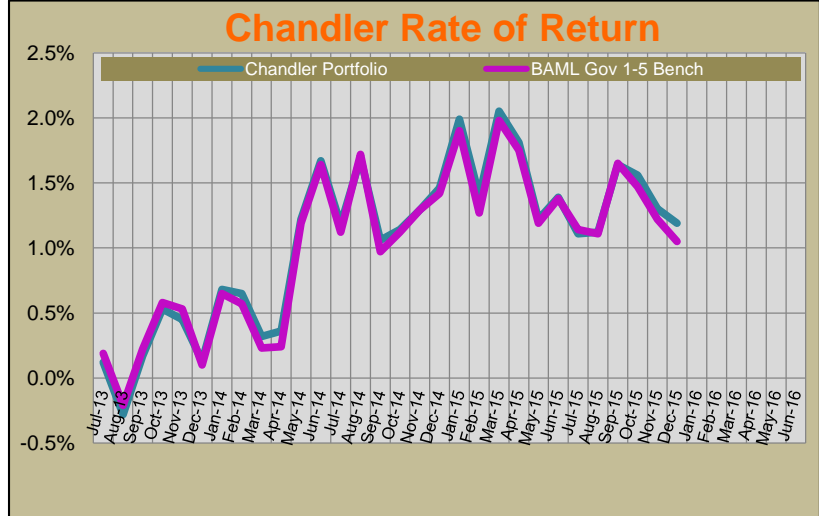
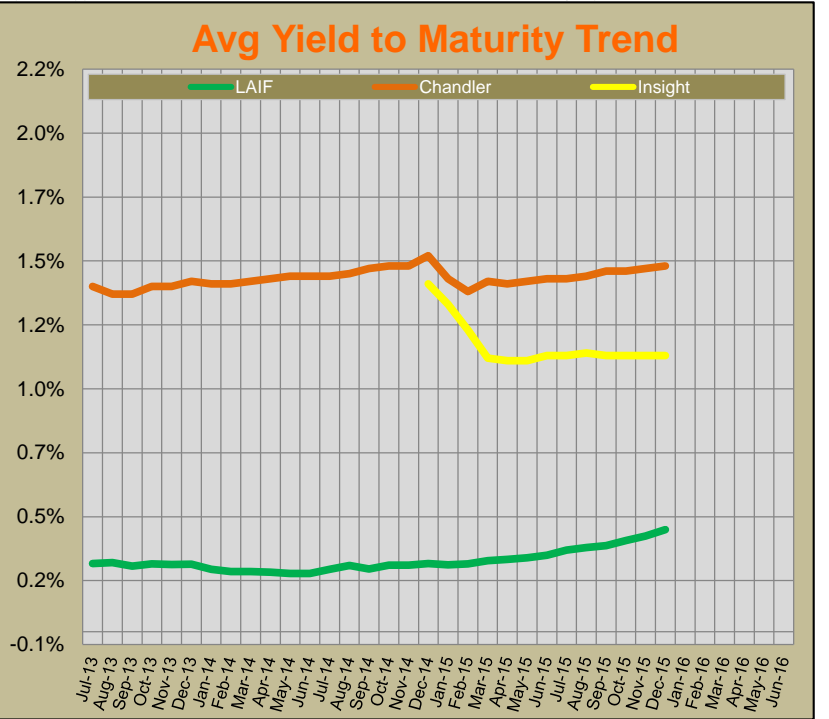
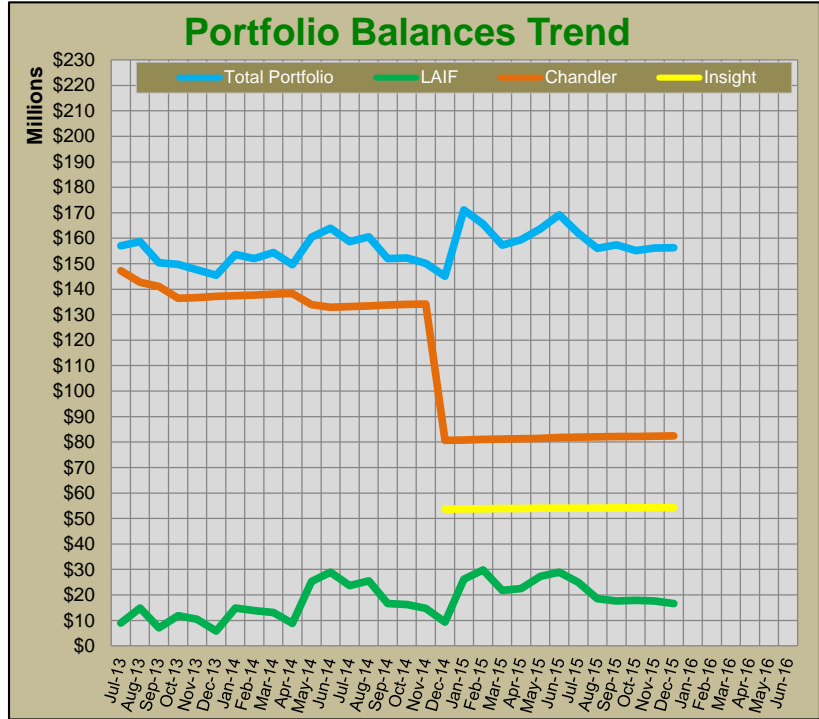
(2) Yield to Maturity (YTM): The rate of return on an investment or security if it were to be held until maturity. This yield does not reflect changes in the market value of a security

(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 since May 2010.

(5) The portfolio benchmarks are: Chandler-Bank of America-Merrill Lynch 1 to 5 year Government Index and Cutwater Bank of America-Merrill Lynch 1 to 3 year Treasury Index

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 comprise of idle cash balances related to funds that generally expect to expend cash with the next 24 to 60 months. (Example: Facility & Equip Replacement, Endowments etc.)

Attachment: December 2015 Investment Report [Revision 1] (1869 : RECEIPT OF QUARTERLY

FUNDS WITH FISCAL AGENTS

Account Name	Account Number	Investment	Issuer	Purchase Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of Portfolio
Wells Fargo 2007 Taxable Lease Revenue Bonds - Electric Utility										
bond fund	22277600	money mkt fund	WF Govt Fund	12/31/15	01/01/16	3	0.01%	0.01%	1.00000	0.000%
interest fund	22277601	money mkt fund	WF Govt Fund	12/31/15	01/01/16	1	0.01%	0.01%	1.00000	0.000%
principal fund	22277602	money mkt fund	WF Govt Fund	12/31/15	01/01/16	1	0.01%	0.01%	1.00000	0.000%
						5				
Wells Fargo CFD # 5										
Series B Revenue	22333500	money mkt fund	WF Govt Fund	12/31/15	01/01/16	7,200	0.01%	0.01%	1.00000	0.038%
Series A Principal	22333501	money mkt fund	WF Govt Fund	12/31/15	01/01/16	1	0.01%	2.71%	1.00000	0.000%
Series B reserve	22333503	money mkt fund	WF Govt Fund	12/31/15	01/01/16	546,018	0.01%	0.01%	1.00000	2.896%
Series B admin fund	22333504	money mkt fund	WF Govt Fund	12/31/15	01/01/16	127	0.01%	0.01%	1.00000	0.001%
						553,346				
Wells Fargo 2007 Redevelopment Agency Tax Allocation Bonds Sereis A										
debt service fund	22631700	money mkt fund	WF Govt Fund	12/31/15	01/01/16	0	0.01%	0.01%	1.00000	0.000%
interest fund	22631701	money mkt fund	WF Govt Fund	12/31/15	01/01/16	4	0.01%	0.01%	1.00000	0.000%
principal fund	22631702	money mkt fund	WF Govt Fund	12/31/15	01/01/16	1	0.01%	0.01%	1.00000	0.000%
						5				
Wells Fargo Community Facilities District 87-1 (IA-1)										
special tax funds	22631800	money market fund	WF Govt Fund	12/31/15	01/01/16	182,843	0.01%	0.01%	1.00000	0.970%
interest acct	22631801	money market fund	WF Govt Fund	12/31/15	01/01/16	52	0.01%	0.01%	1.00000	0.000%
reserve fund	22631802	money market fund	WF Govt Fund	12/31/15	01/01/16	2	0.01%	0.01%	1.00000	0.000%
reserve fund	22631804	money market fund	WF Govt Fund	12/31/15	01/01/16	1,028,690	0.01%	0.01%	1.00000	5.456%
admin exp acct	22631805	money market fund	WF Govt Fund	12/31/15	01/01/16	377	0.01%	0.01%	1.00000	0.002%
debt service acct	22631809	money market fund	WF Govt Fund	12/31/15	01/01/16	536,134	0.01%	0.01%	1.00000	2.843%
surplus acct	22631810	money market fund	WF Govt Fund	12/31/15	01/01/16	0	0.01%	0.01%	1.00000	0.000%
special tax funds	22631900	money market fund	WF Govt Fund	12/31/15	01/01/16	1	0.01%	0.01%	1.00000	0.000%
interest acct	22631901	money market fund	WF Govt Fund	12/31/15	01/01/16	55	0.01%	0.01%	1.00000	0.000%
principal fund	22631902	money market fund	WF Govt Fund	12/31/15	01/01/16	1	0.01%	0.01%	1.00000	0.000%
reserve fund	22631904	money market fund	WF Govt Fund	12/31/15	01/01/16	365,360	0.01%	0.01%	1.00000	1.938%
admin exp acct	22631905	money market fund	WF Govt Fund	12/31/15	01/01/16	758	0.01%	0.01%	1.00000	0.004%
surplus acct	22631907	money market fund	WF Govt Fund	12/31/15	01/01/16	100,434	0.01%	0.01%	1.00000	0.533%
						2,214,707				
Wells Fargo 2013 Total Road Improvement COPs										
revenue fund	46612400	money mkt fund	WF Muni Cash Mgmt Fund	12/31/15	01/01/16	2	0.01%	0.01%	1.00000	0.000%
interest fund	46612401	money mkt fund	WF Muni Cash Mgmt Fund	12/31/15	01/01/16	2	0.01%	0.01%	1.00000	0.000%
principal fund	46612402	money mkt fund	WF Muni Cash Mgmt Fund	12/31/15	01/01/16	0	0.01%	0.01%	1.00000	0.000%
reserve fund	46612403	money mkt fund	WF Muni Cash Mgmt Fund	12/31/15	01/01/16	0	0.01%	0.01%	1.00000	0.000%
admin fund	46612404	money mkt fund	WF Muni Cash Mgmt Fund	12/31/15	01/01/16	734	0.01%	0.01%	1.00000	0.004%
acquisition fund	46612407	money mkt fund	WF Muni Cash Mgmt Fund	12/31/15	01/01/16	6,079,763	0.01%	0.01%	1.00000	32.243%
						6,080,501				
Wells Fargo 2013 Partial Refunding of the 2005 Lease Revenue Bonds										
revenue fund	48360700	money mkt fund	WF Muni Cash Mgmt Fund	12/31/15	01/01/16	6	0.01%	0.01%	1.00000	0.000%
interest fund	48360701	money mkt fund	WF Muni Cash Mgmt Fund	12/31/15	01/01/16	0	0.01%	0.01%	1.00000	0.000%
principal fund	48360702	money mkt fund	WF Muni Cash Mgmt Fund	12/31/15	01/01/16	1	0.01%	0.01%	1.00000	0.000%
cost of issuance	48360705	money mkt fund	WF Muni Cash Mgmt Fund	12/31/15	01/01/16	0	0.01%	0.01%	1.00000	0.000%
						7				
Wells Fargo 2014 Partial Refunding of the 2005 Lease Revenue Bonds										
revenue fund	83478300	money mkt fund	WF Muni Cash Mgmt Fund	12/31/15	01/01/16	2	0.01%	0.01%	1.00000	0.000%
interest fund	83478301	money mkt fund	WF Muni Cash Mgmt Fund	12/31/15	01/01/16	1	0.01%	0.01%	1.00000	0.000%
principal fund	83478302	money mkt fund	WF Muni Cash Mgmt Fund	12/31/15	01/01/16	0	0.01%	0.01%	1.00000	0.000%
redemption fund	83478303	money mkt fund	WF Muni Cash Mgmt Fund	12/31/15	01/01/16	0	0.01%	0.01%	1.00000	0.000%
						3				
Wells Fargo 2015 Taxable Lease Revenue Bonds (Electric Utility)										
revenue fund	84457000	money mkt fund	WF Treasury Plus	12/31/15	01/01/16	0	0.01%	0.01%	1.00000	0.000%
interest fund	84457001	money mkt fund	WF Treasury Plus	12/31/15	01/01/16	0	0.01%	0.01%	1.00000	0.000%
principal fund	84457002	money mkt fund	WF Treasury Plus	12/31/15	01/01/16	0	0.01%	0.01%	1.00000	0.000%
reserve fund	84457005	money mkt fund	WF Treasury Plus	12/31/15	01/01/16	0	0.01%	0.01%	1.00000	0.000%
construction fund	84457006	money mkt fund	WF Treasury Plus	12/31/15	01/01/16	1,000,000	0.01%	0.01%	1.00000	5.303%
construction fund	84457006	money mkt fund	Local Agency Investment Fund	12/31/15	01/01/16	9,000,000	0.01%	0.01%	1.00000	47.730%
cost of issuance	84467007	money mkt fund	WF Treasury Plus	12/31/15	01/01/16	7,310	0.01%	0.01%	1.00000	0.039%
						10,007,310				
Totals						18,855,884	100.000%			

Type	Summary of Bond Proceeds with Fiscal Agents	
1	Construction Funds	16,079,763
2	Principal & Interest Accounts	536,993
3	Debt Service Reserve Funds	2,122,914
4	Custody Accounts	8
5	Arbitrage Rebate Accounts	100,434
6	Other Accounts	15,772
Total Fiscal Agent Funds		18,855,884

DEFERRED COMPENSATION FUNDS

Nationwide

Fund	Market Value as of Dec 31, 2015	Fund	Market Value as of Dec 31, 2015	Fund	Market Value as of Dec 31, 2015
Liquid Savings	\$1,258,404	Nationwide US Sm Cap Val Ins Svc		Federated Kaufmann Fund	157,893
Nationwide Fixed (Part Time Employee)	475,221	American Century Balanced	42	Invesco Mid Cap Core Equity	30,126
Liquid Savings (Part Time Employees)	277,590	Am Century Growth	83,556	Nationwide Ret Inc Inst Svc	12,865
Certificates of Deposit 1 year	0	Am Century Select	161,922	Nationwide InvDes Mod Cons Fund SC	32,282
Certificates of Deposit 3 years	6,346	JP Morgan Mid Cap Value A	1,076,544	Nationwide InvDes Mod Aggr Fund	1,004,813
Certificates of Deposit 5 years	129,319	Vanguard Index 500	135,426	Nationwide InvDes Aggr Fund	125,696
Bond Fund of America	40,749	Vanguard Institutional Index	682,360	Nationwide InvDes Mod Fd	788,202
Growth Fund of America	96,446	Vanguard Wellington	22,600	Nationwide Inv Des Cons	121,287
Investment Co. of America	49,455	Vanguard Windsor II	26,591	Nationwide Large Cap Growth	51,521
Income Fund of America	164,063	Vanguard Total Bond Index	181,346	Nationwide Inter Val Inst Svc	5,543
Brown Cap Mgmt Inc SM Co	104,113	Washington Mutual Inv	89,529	Nationwide Dest 2015 Inst Svc	33,029
Fidelity Independence	2,751	DFA US Micro Cap Port	129,159	Nationwide Dest 2020 Inst Svc	178,903
Fidelity Equity Income	66,410	EuroPacific Growth	283,740	Nationwide Dest 2025 Inst Svc	276,076
Fidelity Magellan	249,996	Stable Fund C	2,585,123	Nationwide Dest 2030 Inst Svc	1,282
Fidelity Puritan	86,124	N B Socially Responsive Fund	41,871	Nationwide Dest 2035 Inst Svc	5,065
Fidelity Contrafund	316,180	Dtsch High Income Fund A	79,193	Nationwide Dest 2040 Inst Svc	10,926
Janus Fund	31,035	Dtsch Eq Divd A	80,665	Nationwide Dest 2045 Inst Svc	16,978
Janus Advisor Forty	23,027	Oppenheimer Global Fund A	365,417	Total Nationwide Deferred	\$12,254,800

ICMA

Fund	Market Value as of Dec 31, 2015	Fund	Market Value as of Dec 31, 2015
Aggressive Oppor.	\$97,073	VT Vantagepoint Discovery	122,689
International	271,493	VT Gold Sach Mid Cap Value	21,260
Global Equity Growth	222,281	VT Contrafund	181,479
Growth and Income	99,870	VT Vantagepoint Overseas Equity Index Fund	153,394
Broad Market	6,255	VT Fidelity Diversified International	133,771
500 Stock Index	302,100	VT Allianz NFJ Div Value	138,920
Equity Income	445,148	Vantage Growth Fund	255,748
MS Retirement Income	0	VT Puritan	22,175
Core Bond	50,403	VT Vantagepoint Select Value	36,219
Cash Management	21,113	VT TR Price Growth Stock Adv	40,380
Plus Fund	1,056,285	VT Nuveen Real Estate Secs	141,480
Retirement Income Advantage	26,317	VT TR Price Small Cap Value	0
Conservative Growth	126,208	VT Invesco Diversified	2,199
Traditional Growth	192,159	VT Vantagepoint Inflation Focused	69,545
Long-Term Growth	480,855	VT Oppenheimer Main Street	11,490
Western Asset Core Plus Bond	59,339	VT Vantagepoint Mid/Sm Index	64,304
Milestone 2010	10,723	VT PIMCO Total Return	0
Milestone 2020	98,528	VT PIMCO High Yield	81,244
Milestone 2025	13,966	VT Harbor Mid Cap Growth	0
Milestone 2030	923	VT Harbor International Admi	32,076
Milestone 2035	25,984	VT TimesSquare Mid Cap Growth Admin	71,393
Milestone 2040	15,186	Total ICMA	\$5,201,975

Summary by Plan

Deferred Compensation Plan	Market Value as of Dec 31, 2015
Total Nationwide	\$12,254,800
Total ICMA	5,201,975
Total Deferred Compensation Plans	\$17,456,775

Summary by Investment Type

Investment Type	Market Value as of Dec 31, 2015
Savings Deposits and CD's	\$4,602,684
Mutual Funds	12,854,091
Total Deferred Compensation Plans	\$17,456,775

Monthly Account Statement

City of Moreno Valley

December 1, 2015 through December 31, 2015

Chandler Team

For questions about your account,
please call (800) 317-4747 or
Email operations@chandlerasset.com

Custodian

Union Bank N.A.
Tina Guzman
(619)-230-3547

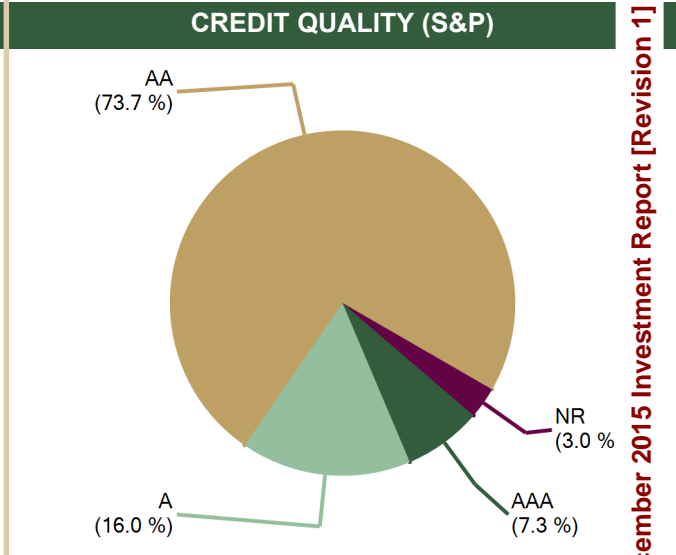
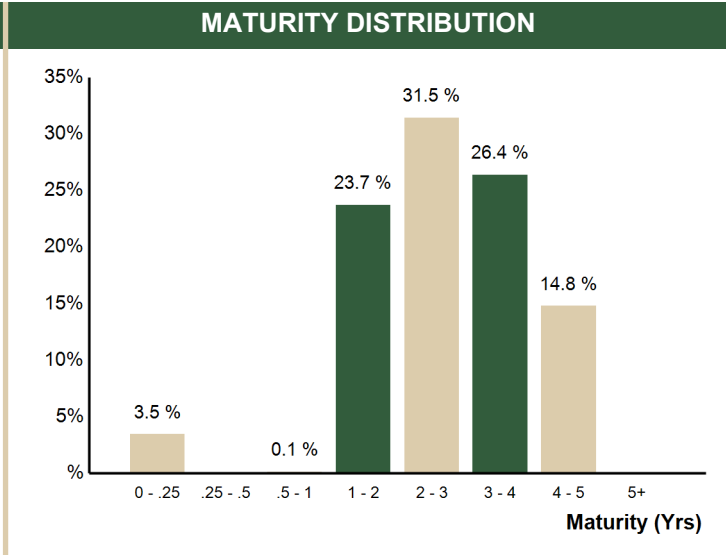
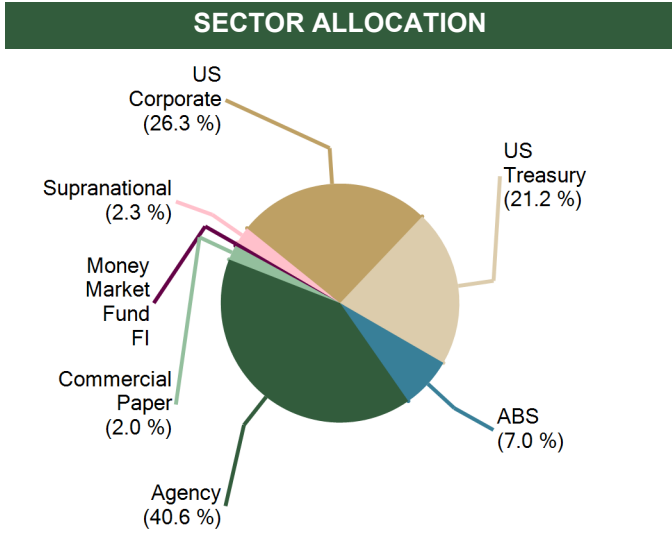
Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Prices are provided by IDC, an independent pricing source.



PORTFOLIO CHARACTERISTICS	
Average Duration	2.51
Average Coupon	1.34 %
Average Purchase YTM	1.43 %
Average Market YTM	1.42 %
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.70 yrs
Average Life	2.58 yrs

ACCOUNT SUMMARY		
	Beg. Values as of 11/30/15	End Values as of 12/31/15
Market Value	82,312,226	82,189,002
Accrued Interest	220,740	256,390
Total Market Value	82,532,965	82,445,392
Income Earned	96,782	98,085
Cont/WD		-6
Par	82,355,838	82,433,426
Book Value	82,063,858	82,133,879
Cost Value	81,991,392	82,073,888

TOP ISSUERS	
Issuer	% Portfolio
Government of United States	21.2 %
Federal National Mortgage Assoc	18.2 %
Federal Home Loan Mortgage Corp	15.2 %
Federal Home Loan Bank	7.2 %
John Deere ABS	3.0 %
Honda ABS	2.8 %
Intl Bank Recon and Development	2.3 %
General Electric Co	2.2 %
	72.1 %



PERFORMANCE REVIEW										
Total Rate of Return As of 12/31/2015	Current Month	Latest 3 Months	Year To Date	1 Yr	Annualized				Since 5/31/2010	
					3 Yrs	5 Yrs	10 Yrs	5/31/2010		
City of Moreno Valley	-0.11 %	-0.44 %	1.19 %	1.19 %	0.92 %	1.50 %	N/A	1.68 %	9.77 %	
BAML 1-5 Yr US Treasury/Agency Index	-0.15 %	-0.65 %	0.97 %	0.97 %	0.68 %	1.24 %	N/A	1.36 %	7.85 %	
BAML 1-5 Yr US Issuers Corp/Govt Rated AAA-A Index	-0.17 %	-0.59 %	1.05 %	1.05 %	0.80 %	1.41 %	N/A	1.55 %	8.98 %	

Attachment: December 2015 Investment Report [Revision 1] (1869 : RECEIPT OF QUARTERLY



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



Reconciliation Summary

As of 12/31/2015

BOOK VALUE RECONCILIATION	
Beginning Book Value	\$82,063,857.96
Acquisition	
+ Security Purchases	\$1,863,873.80
+ Money Market Fund Purchases	\$382,340.48
+ Money Market Contributions	\$333.67
+ Security Contributions	\$0.00
+ Security Transfers	\$0.00
Total Acquisitions	\$2,246,547.95
Dispositions	
- Security Sales	\$1,440,898.35
- Money Market Fund Sales	\$421,028.72
- MMF Withdrawals	\$333.67
- Security Withdrawals	\$0.00
- Security Transfers	\$0.00
- Other Dispositions	\$0.00
- Maturities	\$0.00
- Calls	\$0.00
- Principal Paydowns	\$328,724.10
Total Dispositions	\$2,190,984.84
Amortization/Accretion	
+/- Net Accretion	\$6,865.87
	\$6,865.87
Gain/Loss on Dispositions	
+/- Realized Gain/Loss	\$7,591.71
	\$7,591.71
Ending Book Value	\$82,133,878.65

CASH TRANSACTION SUMMARY	
BEGINNING BALANCE	\$453,311.90
Acquisition	
Contributions	\$333.67
Security Sale Proceeds	\$1,440,898.35
Accrued Interest Received	\$4,546.35
Interest Received	\$53,613.58
Dividend Received	\$8.42
Principal on Maturities	\$0.00
Interest on Maturities	\$0.00
Calls/Redemption (Principal)	\$0.00
Interest from Calls/Redemption	\$0.00
Principal Paydown	\$328,724.10
Total Acquisitions	\$1,828,124.47
Disposition	
Withdrawals	\$333.67
Security Purchase	\$1,863,873.80
Accrued Interest Paid	\$2,599.62
Total Dispositions	\$1,866,807.09
Ending Book Value	\$414,623.66

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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
ABS									
43814CAC3	Honda Auto Receivables 2013-1 A3 0.48% Due 11/21/2016	103,263.26	01/16/2013 0.48 %	103,257.83 103,263.26	99.98 1.07 %	103,239.82 13.77	0.13 % (23.44)	NR / AAA AAA	0. 0.
477879AC4	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	272,063.42	08/27/2013 0.88 %	272,026.35 272,048.19	99.89 1.24 %	271,760.34 105.20	0.33 % (287.85)	Aaa / NR AAA	1. 0.
89231MAC9	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	1,015,932.07	03/11/2014 0.69 %	1,015,744.33 1,015,862.78	99.79 1.08 %	1,013,786.42 302.52	1.23 % (2,076.36)	Aaa / AAA NR	1. 0.
43814GAC4	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	1,120,625.18	05/13/2014 0.78 %	1,120,490.48 1,120,563.19	99.72 1.21 %	1,117,498.64 311.60	1.36 % (3,064.55)	Aaa / AAA NR	2. 0.
47787VAC5	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	1,546,318.55	04/02/2014 0.93 %	1,546,070.83 1,546,212.90	99.79 1.28 %	1,543,007.88 632.27	1.87 % (3,205.02)	Aaa / NR AAA	2. 0.
43814HAC2	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	1,085,000.00	08/12/2014 0.89 %	1,084,790.70 1,084,889.23	99.75 1.19 %	1,082,304.86 424.36	1.31 % (2,584.37)	NR / AAA AAA	2. 0.
477877AD6	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	620,000.00	08/26/2014 1.08 %	619,864.59 619,920.77	99.53 1.53 %	617,111.42 294.84	0.75 % (2,809.35)	Aaa / NR AAA	2. 1.
Total ABS		5,763,202.48	0.86 %	5,762,245.11 5,762,760.32	1.23 %	5,748,709.38 2,084.56	6.98 % (14,050.94)	Aaa / AAA Aaa	2. 0.

AGENCY									
3136FPDC8	FNMA Callable Note 1X 3/8/2011 2% Due 3/8/2016	765,000.00	08/24/2011 1.22 %	791,285.40 766,062.84	100.32 0.27 %	767,462.54 4,802.50	0.94 % 1,399.70	Aaa / AA+ AAA	0. 0.
3133787M7	FHLB Note 1.05% Due 2/27/2017	1,195,000.00	02/27/2012 1.03 %	1,196,099.40 1,195,254.68	100.21 0.87 %	1,197,467.68 4,321.92	1.46 % 2,213.00	Aaa / AA+ AAA	1. 1.
3137EADC0	FHLMC Note 1% Due 3/8/2017	1,700,000.00	03/14/2012 1.29 %	1,676,285.00 1,694,367.85	100.08 0.93 %	1,701,409.30 5,336.11	2.07 % 7,041.45	Aaa / AA+ AAA	1. 1.
313378WF4	FHLB Note 1.125% Due 3/10/2017	1,800,000.00	04/24/2012 1.05 %	1,806,408.00 1,801,562.40	100.27 0.90 %	1,804,782.60 6,243.75	2.20 % 3,220.20	Aaa / AA+ AAA	1. 1.
3133782N0	FHLB Note 0.875% Due 3/10/2017	1,310,000.00	03/13/2013 0.70 %	1,318,894.90 1,312,651.36	99.93 0.93 %	1,309,073.83 3,534.27	1.59 % (3,577.53)	Aaa / AA+ AAA	1. 1.
3137EADF3	FHLMC Note 1.25% Due 5/12/2017	1,650,000.00	05/29/2012 1.06 %	1,665,300.45 1,654,205.93	100.15 1.14 %	1,652,550.90 2,807.29	2.01 % (1,655.03)	Aaa / AA+ AAA	1. 1.
3137EADH9	FHLMC Note 1% Due 6/29/2017	1,650,000.00	Various 0.86 %	1,660,600.20 1,653,365.55	99.99 1.01 %	1,649,836.66 91.67	2.00 % (3,528.89)	Aaa / AA+ AAA	1. 1.
3135G0ZL0	FNMA Note 1% Due 9/27/2017	875,000.00	08/21/2014 1.12 %	871,876.25 873,243.06	99.77 1.13 %	873,027.75 2,284.72	1.06 % (215.31)	Aaa / AA+ AAA	1. 1.
3137EADL0	FHLMC Note 1% Due 9/29/2017	1,050,000.00	10/25/2012 0.92 %	1,053,983.70 1,051,413.71	99.72 1.16 %	1,047,108.30 2,683.33	1.27 % (4,305.41)	Aaa / AA+ AAA	1. 1.
3130A4GJ5	FHLB Note 1.125% Due 4/25/2018	1,625,000.00	03/20/2015 1.02 %	1,630,331.63 1,628,990.46	99.74 1.24 %	1,620,763.63 3,351.56	1.97 % (8,226.83)	Aaa / AA+ AAA	2. 2.
3135G0WJ8	FNMA Note 0.875% Due 5/21/2018	1,800,000.00	07/29/2013 1.54 %	1,745,109.00 1,772,773.31	99.06 1.27 %	1,783,126.80 1,750.00	2.16 % 10,353.49	Aaa / AA+ AAA	2. 2.

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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									
3135G0E33	FNMA Note 1.125% Due 7/20/2018	1,640,000.00	Various 1.17 %	1,637,599.65 1,638,029.37	99.59 1.29 %	1,633,310.45 8,251.25	1.99 % (4,718.92)	Aaa / AA+ AAA	2. 2.
3135G0YM9	FNMA Note 1.875% Due 9/18/2018	950,000.00	12/23/2013 1.71 %	956,915.05 953,970.34	101.40 1.35 %	963,302.85 5,096.35	1.17 % 9,332.51	Aaa / AA+ AAA	2. 2.
3135G0YT4	FNMA Note 1.625% Due 11/27/2018	1,750,000.00	12/13/2013 1.71 %	1,743,035.00 1,745,905.89	100.73 1.37 %	1,762,736.50 2,685.76	2.14 % 16,830.61	Aaa / AA+ AAA	2. 2.
3135G0ZA4	FNMA Note 1.875% Due 2/19/2019	1,775,000.00	Various 1.65 %	1,793,583.78 1,786,730.44	101.34 1.44 %	1,798,820.50 12,203.13	2.20 % 12,090.06	Aaa / AA+ AAA	3. 3.
3137EADG1	FHLMC Note 1.75% Due 5/30/2019	2,125,000.00	Various 1.80 %	2,119,946.43 2,121,175.67	100.75 1.52 %	2,140,929.00 3,202.26	2.60 % 19,753.33	Aaa / AA+ AAA	3. 3.
3137EADK2	FHLMC Note 1.25% Due 8/1/2019	2,750,000.00	09/04/2014 1.83 %	2,674,980.00 2,695,119.60	98.89 1.57 %	2,719,414.50 14,322.92	3.32 % 24,294.90	Aaa / AA+ AAA	3. 3.
3135G0ZG1	FNMA Note 1.75% Due 9/12/2019	1,700,000.00	10/29/2014 1.70 %	1,703,859.00 1,702,930.06	100.53 1.60 %	1,708,970.90 9,007.64	2.08 % 6,040.84	Aaa / AA+ AAA	3. 3.
3135G0A78	FNMA Note 1.625% Due 1/21/2020	400,000.00	05/26/2015 1.55 %	401,417.20 401,234.63	99.62 1.72 %	398,491.60 2,888.89	0.49 % (2,743.03)	Aaa / AA+ AAA	4. 3.
3137EADR7	FHLMC Note 1.375% Due 5/1/2020	1,650,000.00	08/26/2015 1.56 %	1,636,522.80 1,637,524.32	98.46 1.75 %	1,624,542.15 3,781.25	1.98 % (12,982.17)	Aaa / AA+ AAA	4. 4.
3135G0D75	FNMA Note 1.5% Due 6/22/2020	1,655,000.00	09/29/2015 1.49 %	1,655,893.70 1,655,845.57	98.75 1.79 %	1,634,391.94 620.63	1.98 % (21,453.63)	Aaa / AA+ AAA	4. 4.
3135G0F73	FNMA Note 1.5% Due 11/30/2020	1,650,000.00	12/16/2015 1.90 %	1,618,815.00 1,619,073.44	98.22 1.88 %	1,620,687.75 2,131.25	1.97 % 1,614.31	Aaa / AA+ AAA	4. 4.
Total Agency		33,465,000.00	1.39 %	33,358,741.54 33,361,430.48	1.31 %	33,412,208.13 101,398.45	40.65 % 50,777.65	Aaa / AA+ Aaa	2. 2.
COMMERCIAL PAPER									
06538BBR3	Bank of Tokyo Mitsubishi NY Discount CP 0.39% Due 2/25/2016	1,660,000.00	10/27/2015 0.40 %	1,657,842.00 1,659,010.92	99.94 0.40 %	1,659,010.92 0.00	2.01 % 0.00	P-1 / A-1 F-1	0. 0.
Total Commercial Paper		1,660,000.00	0.40 %	1,657,842.00 1,659,010.92	0.40 %	1,659,010.92 0.00	2.01 % 0.00	P-1 / A-1 F-1	0. 0.
MONEY MARKET FUND FI									
60934N104	Federated GOVT OBLIG MMF	414,623.66	Various 0.11 %	414,623.66 414,623.66	1.00 0.11 %	414,623.66 0.00	0.50 % 0.00	Aaa / AAA AAA	0. 0.
Total Money Market Fund FI		414,623.66	0.11 %	414,623.66 414,623.66	0.11 %	414,623.66 0.00	0.50 % 0.00	Aaa / AAA Aaa	0. 0.

Attachment: December 2015 Investment Report [Revision 1] (1869 : RECEIPT OF QUARTERLY



Holdings Report

As of 12/31/15

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
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 1,912,000.42	98.87 1.42 %	1,893,285.82 4,468.33	2.30 % (18,714.60)	Aaa / AAA AAA	2. 2.
Total Supranational		1,915,000.00	1.06 %	1,911,744.50 1,912,000.42	1.42 %	1,893,285.82 4,468.33	2.30 % (18,714.60)	Aaa / AAA Aaa	2. 2.
US CORPORATE									
24422ERL5	John Deere Capital Corp Note 2% Due 1/13/2017	1,215,000.00	09/11/2012 1.05 %	1,263,733.65 1,226,644.32	100.75 1.27 %	1,224,065.12 11,340.00	1.50 % (2,579.20)	A2 / A NR	1. 1.
674599CB9	Occidental Petroleum Note 1.75% Due 2/15/2017	1,575,000.00	03/08/2013 1.13 %	1,612,532.25 1,585,749.65	100.20 1.57 %	1,578,151.58 10,412.50	1.93 % (7,598.07)	A2 / A A	1. 1.
717081DJ9	Pfizer Inc. Note 1.1% Due 5/15/2017	565,000.00	05/12/2014 1.13 %	564,502.80 564,773.18	99.92 1.16 %	564,542.92 794.14	0.69 % (230.26)	A1 / AA A+	1. 1.
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 1,489,639.81	99.31 1.48 %	1,489,686.00 1,195.99	1.81 % 46.19	Aa1 / AA NR	1. 1.
02665WAQ4	American Honda Finance Note 1.55% Due 12/11/2017	695,000.00	12/08/2014 1.58 %	694,353.65 694,581.29	100.02 1.54 %	695,152.21 598.47	0.84 % 570.92	A1 / A+ NR	1. 1.
458140AL4	Intel Corp Note 1.35% Due 12/15/2017	1,440,000.00	12/12/2012 1.29 %	1,444,175.55 1,441,634.51	100.13 1.28 %	1,441,915.20 864.00	1.75 % 280.69	A1 / A+ A+	1. 1.
89236TCA1	Toyota Motor Credit Corp Note 1.45% Due 1/12/2018	505,000.00	Various 1.47 %	504,702.60 504,815.73	99.81 1.55 %	504,039.49 3,437.51	0.62 % (776.24)	Aa3 / AA- A	2. 1.
459200HZ7	IBM Corp Note 1.125% Due 2/6/2018	1,035,000.00	02/03/2015 1.23 %	1,031,843.25 1,032,790.85	99.33 1.45 %	1,028,069.64 4,689.84	1.25 % (4,721.21)	Aa3 / AA- A+	2. 2.
713448CR7	PepsiCo Inc Note 1.25% Due 4/30/2018	875,000.00	Various 1.26 %	874,650.00 874,728.34	99.64 1.41 %	871,808.00 1,853.30	1.06 % (2,920.34)	A1 / A A	2. 2.
037833AJ9	Apple Inc Note 1% Due 5/3/2018	1,400,000.00	05/22/2013 1.25 %	1,383,186.00 1,392,036.46	99.19 1.35 %	1,388,625.00 2,255.56	1.69 % (3,411.46)	Aa1 / AA+ NR	2. 2.
74005PBH6	Praxair Note 1.25% Due 11/7/2018	1,035,000.00	01/08/2015 1.68 %	1,018,719.45 1,022,842.14	98.66 1.73 %	1,021,152.74 1,940.63	1.24 % (1,689.40)	A2 / A NR	2. 2.
24422ESF7	John Deere Capital Corp Note 1.95% Due 12/13/2018	545,000.00	12/10/2013 1.99 %	543,839.15 544,315.31	100.43 1.80 %	547,317.88 531.38	0.66 % 3,002.57	A2 / A NR	2. 2.
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 1,748,959.51	100.97 1.97 %	1,766,961.00 18,671.52	2.17 % 18,001.49	A1 / AA+ NR	3. 2.
17275RAR3	Cisco Systems Note 2.125% Due 3/1/2019	1,305,000.00	Various 2.07 %	1,308,459.75 1,307,195.88	100.86 1.84 %	1,316,200.82 9,243.76	1.61 % 9,004.94	A1 / AA- NR	3. 3.
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 1,365,889.11	100.73 1.96 %	1,374,998.63 5,505.50	1.67 % 9,109.52	A1 / A+ AA	3. 3.

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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
US CORPORATE									
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 1,675,476.72	100.29 2.21 %	1,679,927.85 11,771.53	2.05 % 4,451.13	A1 / A AA-	3. 3.
94974BGF1	Wells Fargo Corp Note 2.15% Due 1/30/2020	1,050,000.00	01/26/2015 2.17 %	1,048,857.60 1,049,066.28	99.12 2.38 %	1,040,800.95 9,468.96	1.27 % (8,265.33)	A2 / A AA-	4. 3.
22160KAG0	Costco Wholesale Corp Note 1.75% Due 2/15/2020	665,000.00	02/05/2015 1.77 %	664,301.75 664,423.48	99.19 1.95 %	659,626.80 4,396.39	0.81 % (4,796.68)	A1 / A+ A+	4. 3.
747525AD5	Qualcomm Inc Note 2.25% Due 5/20/2020	980,000.00	06/11/2015 2.49 %	969,146.50 970,346.42	99.03 2.48 %	970,475.38 2,511.26	1.18 % 128.96	A1 / A+ NR	4. 4.
594918BG8	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	425,000.00	10/29/2015 2.02 %	424,660.00 424,670.98	100.03 1.99 %	425,119.43 1,369.44	0.52 % 448.45	Aaa / AAA AA+	4. 4.
Total US Corporate		21,600,000.00	1.71 %	21,618,872.35 21,580,579.97	1.73 %	21,588,636.64 102,851.68	26.31 % 8,056.67	A1 / A+ A+	2. 2.
US TREASURY									
912828UU2	US Treasury Note 0.75% Due 3/31/2018	1,835,000.00	Various 1.29 %	1,791,984.86 1,813,643.04	99.11 1.15 %	1,818,585.93 3,497.03	2.21 % 4,942.89	Aaa / AA+ AAA	2. 2.
912828VE7	US Treasury Note 1% Due 5/31/2018	1,450,000.00	01/07/2014 1.46 %	1,421,684.55 1,434,447.69	99.49 1.22 %	1,442,580.35 1,267.76	1.75 % 8,132.66	Aaa / AA+ AAA	2. 2.
912828WD8	US Treasury Note 1.25% Due 10/31/2018	1,630,600.00	Various 1.30 %	1,623,839.75 1,628,520.14	99.86 1.30 %	1,628,307.38 3,471.74	1.98 % (212.76)	Aaa / AA+ AAA	2. 2.
912828A34	US Treasury Note 1.25% Due 11/30/2018	1,625,000.00	Various 1.71 %	1,590,288.65 1,604,355.04	99.83 1.31 %	1,622,270.00 1,775.95	1.97 % 17,914.96	Aaa / AA+ AAA	2. 2.
912828SD3	US Treasury Note 1.25% Due 1/31/2019	1,625,000.00	06/17/2014 1.64 %	1,596,694.89 1,606,118.75	99.66 1.36 %	1,619,541.63 8,500.34	1.97 % 13,422.88	Aaa / AA+ AAA	3. 3.
912828SH4	US Treasury Note 1.375% Due 2/28/2019	2,000,000.00	03/31/2014 1.72 %	1,967,741.08 1,979,249.28	99.93 1.40 %	1,998,672.00 9,292.58	2.44 % 19,422.72	Aaa / AA+ AAA	3. 3.
912828ST8	US Treasury Note 1.25% Due 4/30/2019	2,000,000.00	06/10/2014 1.68 %	1,960,084.82 1,972,815.61	99.36 1.45 %	1,987,266.00 4,258.24	2.42 % 14,450.39	Aaa / AA+ AAA	3. 3.
912828UB4	US Treasury Note 1% Due 11/30/2019	1,600,000.00	03/30/2015 1.38 %	1,572,880.35 1,577,270.39	97.74 1.60 %	1,563,812.80 1,398.91	1.90 % (13,457.59)	Aaa / AA+ AAA	3. 3.
912828H52	US Treasury Note 1.25% Due 1/31/2020	450,000.00	07/29/2015 1.54 %	444,306.20 444,842.37	98.46 1.64 %	443,074.05 2,353.94	0.54 % (1,768.32)	Aaa / AA+ AAA	4. 3.
912828VF4	US Treasury Note 1.375% Due 5/31/2020	1,750,000.00	07/10/2015 1.62 %	1,730,250.01 1,732,154.16	98.56 1.71 %	1,724,843.75 2,103.83	2.09 % (7,310.41)	Aaa / AA+ AAA	4. 4.

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Holdings Report

As of 12/31/15

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Matur Durati
US TREASURY									
912828L32	US Treasury Note 1.375% Due 8/31/2020	1,650,000.00	Various 1.37 %	1,650,064.12 1,650,056.41	98.40 1.73 %	1,623,573.60 7,666.38	1.98 % (26,482.81)	Aaa / AA+ AAA	4. 4.
Total US Treasury		17,615,600.00	1.52 %	17,349,819.28 17,443,472.88	1.43 %	17,472,527.49 45,586.70	21.25 % 29,054.61	Aaa / AA+ Aaa	3. 3.
TOTAL PORTFOLIO		82,433,426.14	1.43 %	82,073,888.44 82,133,878.65	1.42 %	82,189,002.04 256,389.72	100.00 % 55,123.39	Aa1 / AA Aaa	2. 2.
TOTAL MARKET VALUE PLUS ACCRUED						82,445,391.76			

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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	12/01/2015	60934N104	2.80	Federated GOVT OBLIG MMF	1.000	0.01 %	2.80	0.00	2.80	0.00
Purchase	12/05/2015	60934N104	8,280.00	Federated GOVT OBLIG MMF	1.000	0.01 %	8,280.00	0.00	8,280.00	0.00
Purchase	12/07/2015	89236TCA1	245,000.00	Toyota Motor Credit Corp Note 1.45% Due 1/12/2018	100.024	1.44 %	245,058.80	1,430.87	246,489.67	0.00
Purchase	12/11/2015	60934N104	5,386.25	Federated GOVT OBLIG MMF	1.000	0.01 %	5,386.25	0.00	5,386.25	0.00
Purchase	12/13/2015	60934N104	5,313.75	Federated GOVT OBLIG MMF	1.000	0.01 %	5,313.75	0.00	5,313.75	0.00
Purchase	12/15/2015	60934N104	9,720.00	Federated GOVT OBLIG MMF	1.000	0.01 %	9,720.00	0.00	9,720.00	0.00
Purchase	12/16/2015	60934N104	88,144.83	Federated GOVT OBLIG MMF	1.000	0.01 %	88,144.83	0.00	88,144.83	0.00
Purchase	12/17/2015	3135G0F73	1,650,000.00	FNMA Note 1.5% Due 11/30/2020	98.110	1.90 %	1,618,815.00	1,168.75	1,619,983.75	0.00
Purchase	12/17/2015	60934N104	89,934.95	Federated GOVT OBLIG MMF	1.000	0.01 %	89,934.95	0.00	89,934.95	0.00
Purchase	12/17/2015	60934N104	26,259.79	Federated GOVT OBLIG MMF	1.000	0.01 %	26,259.79	0.00	26,259.79	0.00
Purchase	12/17/2015	60934N104	552.83	Federated GOVT OBLIG MMF	1.000	0.01 %	552.83	0.00	552.83	0.00
Purchase	12/17/2015	60934N104	795.67	Federated GOVT OBLIG MMF	1.000	0.01 %	795.67	0.00	795.67	0.00
Purchase	12/21/2015	60934N104	102,177.58	Federated GOVT OBLIG MMF	1.000	0.01 %	102,177.58	0.00	102,177.58	0.00
Purchase	12/21/2015	60934N104	25,109.53	Federated GOVT OBLIG MMF	1.000	0.01 %	25,109.53	0.00	25,109.53	0.00
Purchase	12/22/2015	60934N104	12,412.50	Federated GOVT OBLIG MMF	1.000	0.01 %	12,412.50	0.00	12,412.50	0.00
Purchase	12/29/2015	60934N104	8,250.00	Federated GOVT OBLIG MMF	1.000	0.01 %	8,250.00	0.00	8,250.00	0.00
	Subtotal		2,277,340.48				2,246,214.28	2,599.62	2,248,813.90	0.00
Security Contribution	12/16/2015	60934N104	333.67	Federated GOVT OBLIG MMF	1.000		333.67	0.00	333.67	0.00
	Subtotal		333.67				333.67	0.00	333.67	0.00
TOTAL ACQUISITIONS			2,277,674.15				2,246,547.95	2,599.62	2,249,147.57	0.00

DISPOSITIONS										
Sale	12/07/2015	60934N104	246,489.67	Federated GOVT OBLIG MMF	1.000	0.01 %	246,489.67	0.00	246,489.67	0.00
Sale	12/17/2015	3135G0TG8	1,450,000.00	FNMA Note 0.875% Due 2/8/2018	99.372	1.17 %	1,440,898.35	4,546.35	1,445,444.70	7,591.00
Sale	12/17/2015	60934N104	174,539.05	Federated GOVT OBLIG MMF	1.000	0.01 %	174,539.05	0.00	174,539.05	0.00
	Subtotal		1,871,028.72				1,861,927.07	4,546.35	1,866,473.42	7,591.00

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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	12/16/2015	89231MAC9	87,528.73	Toyota Auto Receivables Owner 2014-A 0.67% Due 12/15/2017	100.000		87,528.73	616.10	88,144.83	0.00
Paydown	12/17/2015	43814HAC2	0.00	Honda Auto Receivables 2014-3 A3 0.88% Due 6/15/2018	100.000		0.00	795.67	795.67	0.00
Paydown	12/17/2015	477877AD6	0.00	John Deere Owner Trust 2014-B A3 1.07% Due 11/15/2018	100.000		0.00	552.83	552.83	0.00
Paydown	12/17/2015	477879AC4	26,043.66	John Deere Owner Trust 2013-B A3 0.87% Due 8/15/2017	100.000		26,043.66	216.13	26,259.79	0.00
Paydown	12/17/2015	47787VAC5	88,681.45	John Deere Owner Trust 2014-A A3 0.92% Due 4/16/2018	100.000		88,681.45	1,253.50	89,934.95	0.00
Paydown	12/21/2015	43814CAC3	102,095.44	Honda Auto Receivables 2013-1 A3 0.48% Due 11/21/2016	100.000		102,095.44	82.14	102,177.58	0.00
Paydown	12/21/2015	43814GAC4	24,374.82	Honda Auto Receivables 2014-2 A3 0.77% Due 3/19/2018	100.000		24,374.82	734.71	25,109.53	0.00
		Subtotal	328,724.10				328,724.10	4,251.08	332,975.18	0.00
Security Withdrawal	12/16/2015	60934N104	333.67	Federated GOVT OBLIG MMF	1.000		333.67	0.00	333.67	0.00
		Subtotal	333.67				333.67	0.00	333.67	0.00
TOTAL DISPOSITIONS			2,200,086.49				2,190,984.84	8,797.43	2,199,782.27	7,591.00

OTHER TRANSACTIONS										
Interest	12/05/2015	166764AA8	1,500,000.00	Chevron Corp Callable Note Cont 11/5/17 1.104% Due 12/5/2017	0.000		8,280.00	0.00	8,280.00	0.00
Interest	12/11/2015	02665WAQ4	695,000.00	American Honda Finance Note 1.55% Due 12/11/2017	0.000		5,386.25	0.00	5,386.25	0.00
Interest	12/13/2015	24422ESF7	545,000.00	John Deere Capital Corp Note 1.95% Due 12/13/2018	0.000		5,313.75	0.00	5,313.75	0.00
Interest	12/15/2015	458140AL4	1,440,000.00	Intel Corp Note 1.35% Due 12/15/2017	0.000		9,720.00	0.00	9,720.00	0.00
Interest	12/22/2015	3135G0D75	1,655,000.00	FNMA Note 1.5% Due 6/22/2020	0.000		12,412.50	0.00	12,412.50	0.00
Interest	12/29/2015	3137EADH9	1,650,000.00	FHLMC Note 1% Due 6/29/2017	0.000		8,250.00	0.00	8,250.00	0.00
		Subtotal	7,485,000.00				49,362.50	0.00	49,362.50	0.00

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Transaction Ledger

11/30/15 Thru 12/31/15

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Dividend	12/01/2015	60934N104	906,623.80	Federated GOVT OBLIG MMF	0.000		8.42	0.00	8.42	0.00
	Subtotal		906,623.80				8.42	0.00	8.42	0.00
TOTAL OTHER TRANSACTIONS			8,391,623.80				49,370.92	0.00	49,370.92	0.00

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Section 3

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CITY OF MORENO VALLEY

December 2015

➤ A BNY MELLON COMPANYSM



As of December 31, 2015

Chart 1: Institute for Supply Management 11/2010 – 11/2015

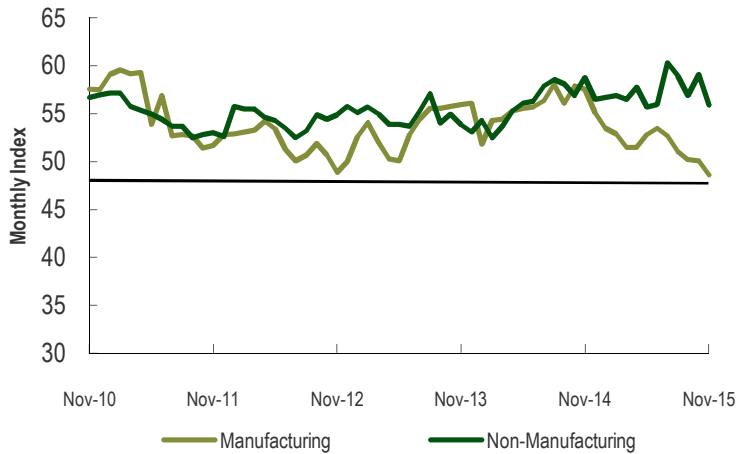
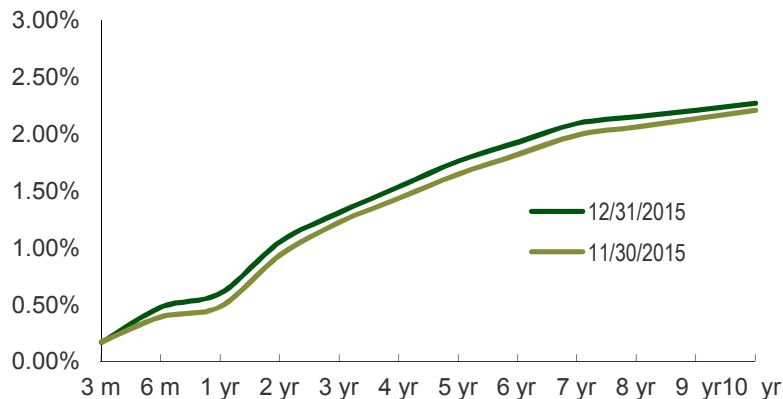


Chart 2: Treasury Yield Curves 11/30/2015–12/31/2015



Economic Indicators & Monetary Policy: The final estimate of third quarter Gross Domestic Product was revised downward to 2.0 percent. The estimate however, exceeded analyst expectations of a 1.9 percent GDP growth rate. GDP growth has topped 2.0 percent for five of the last six quarters. On an annual basis, the GDP growth rate is 2.1 percent. The Institute for Supply Management's (ISM) manufacturing index decreased to 48.6. Figures below 50 indicate contraction, and the ISM manufacturing index fell into contractionary levels for the first time since November, 2012. The ISM non-manufacturing index fell to 55.9 from 59.1 (See Chart 1).

Strong and consistent job growth was a theme throughout 2015, and the trend continued as 211,000 jobs were created in November. The unemployment rate remained at 5.0 percent, as the labor force participation rate increased to 62.5 percent from 62.4 percent. The underemployment rate increased slightly to 9.9 percent from 9.8 percent. Modest wage growth was seen in November as average hourly earnings increased 0.2 percent on a month-over-month basis and 2.3 percent on a year-over-year basis.

November inflation indicators showed signs of growth, as the Producer Price Index (PPI) and Consumer Price Index (CPI) both increased compared to the October reports. The PPI including and excluding food and energy both increased 0.3 percent on a month-over-month basis. In October, PPI including food and energy fell 0.4 percent, while core PPI fell 0.3 percent. On a year-over-year basis, the PPI including food and energy fell 1.1 percent, compared to a 1.6 percent decrease in October, and core PPI increased 0.5 percent, compared to a 0.1 percent increase the month prior. CPI including food and energy was flat on a month-over-month basis and increased 0.5 percent on a year-over-year basis in November. Core CPI grew 0.2 percent and 2.0 percent on a month-over-month and year-over-year basis, respectively.

Existing home sales continued to fall in November, dropping 10.5 percent to an annualized rate of 4.76 million. For the first time since February, 2015, existing home sales dropped below 5 million on an annualized basis. New home sales increased 4.3 percent to an annualized rate of 490,000.

For the first time since 2006 the Federal Open Markets Committee (FOMC) voted to increase the Fed funds target rate. The target for the FOMC's benchmark interest rate is now 0.25 – 0.50 percent, following the 0.25 percent increase. The Committee took the first step towards normalizing interest rates after a seven year period of historically low interest rates that also included three rounds of quantitative easing.

Yield Curve & Spreads: At the end of December, the 3-month Treasury bill yielded 0.16 percent, the 6-month Treasury bill yielded 0.48 percent, the 2-year Treasury note yielded 1.05 percent, the 5-year Treasury note yielded 1.76 percent, and the 10-year Treasury note yielded 2.27 percent (See Chart 2)..

Charts sourced from Bloomberg Finance LP, November 30, 2015, December 31, 2015. Past performance is not indicative of future returns. Please see Additional information.

ACTIVITY AND PERFORMANCE SUMMARY

For the period December 1, 2015 - December 31, 2015

<u>Amortized Cost Basis Activity Summary</u>		
Opening balance		54,295,031.83
Income received	73,808.29	
Total receipts		73,808.29
Total disbursements		0.00
Interportfolio transfers	0.00	
Total Interportfolio transfers		0.00
Realized gain (loss)		0.00
Total amortization expense		(12,672.17)
Total OID/MKT accretion income		4,240.45
Return of capital		0.00
Closing balance		54,360,408.40
Ending fair value		54,297,323.84
Unrealized gain (loss)		(63,084.56)

<u>Detail of Amortized Cost Basis Return</u>				
	Interest earned	Accretion (amortization)	Realized gain (loss)	Total income
Cash and Cash Equivalents	4.41	0.00	0.00	4.41
Corporate Bonds	20,641.67	(6,203.52)	0.00	14,438.15
Government Agencies	31,328.69	(4,224.73)	0.00	27,103.96
Government Bonds	7,935.93	1,996.53	0.00	9,932.46
Total	59,910.70	(8,431.72)	0.00	51,478.98

<u>Comparative Rates of Return (%)</u>			
	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	0.13	0.07	0.02
Overnight Repo	0.18	0.10	0.03
Merrill Lynch 3m US Treas Bill	0.04	0.04	0.02
Merrill Lynch 6m US Treas Bill	0.12	0.09	0.03
ML 1 Year US Treasury Note	0.31	0.20	0.06
ML 2 Year US Treasury Note	0.68	0.38	0.08
ML 5 Year US Treasury Note	1.54	0.80	0.14

* rates reflected are cumulative

<u>Summary of Amortized Cost Basis Return for the Period</u>		
	Total portfolio	Excl. cash eq.
Interest earned	59,910.70	59,906.29
Accretion (amortization)	(8,431.72)	(8,431.72)
Realized gain (loss) on sales	0.00	0.00
Total income on portfolio	51,478.98	51,474.57
Average daily amortized cost	54,506,561.75	54,322,123.29
Period return (%)	0.09	0.09
Weighted average final maturity in days	614	616

ACTIVITY AND PERFORMANCE SUMMARY

For the period December 1, 2015 - December 31, 2015

<u>Fair Value Basis Activity Summary</u>		
Opening balance		54,330,106.43
Income received	73,808.29	
Total receipts		73,808.29
Total disbursements		0.00
Interportfolio transfers	0.00	
Total Interportfolio transfers		0.00
Unrealized gain (loss) on security movements		0.00
Return of capital		0.00
Change in fair value for the period		(106,590.88)
Ending fair value		54,297,323.84

<u>Detail of Fair Value Basis Return</u>			
	Interest earned	Change in fair value	Total income
Cash and Cash Equivalents	4.41	0.00	4.41
Corporate Bonds	20,641.67	(32,298.09)	(11,656.42)
Government Agencies	31,328.69	(52,298.15)	(20,969.46)
Government Bonds	7,935.93	(21,994.64)	(14,058.71)
Total	59,910.70	(106,590.88)	(46,680.18)

<u>Comparative Rates of Return (%)</u>			
	* Twelve month trailing	* Six month trailing	* One month
Fed Funds	0.13	0.07	0.02
Overnight Repo	0.18	0.10	0.03
Merrill Lynch 3m US Treas Bill	0.05	0.04	0.03
Merrill Lynch 6m US Treas Bill	0.22	0.11	0.04
ML 1 Year US Treasury Note	0.15	(0.06)	0.01
ML US Treasury 1-3	0.54	(0.13)	(0.09)
ML US Treasury 1-5	0.98	0.03	(0.15)

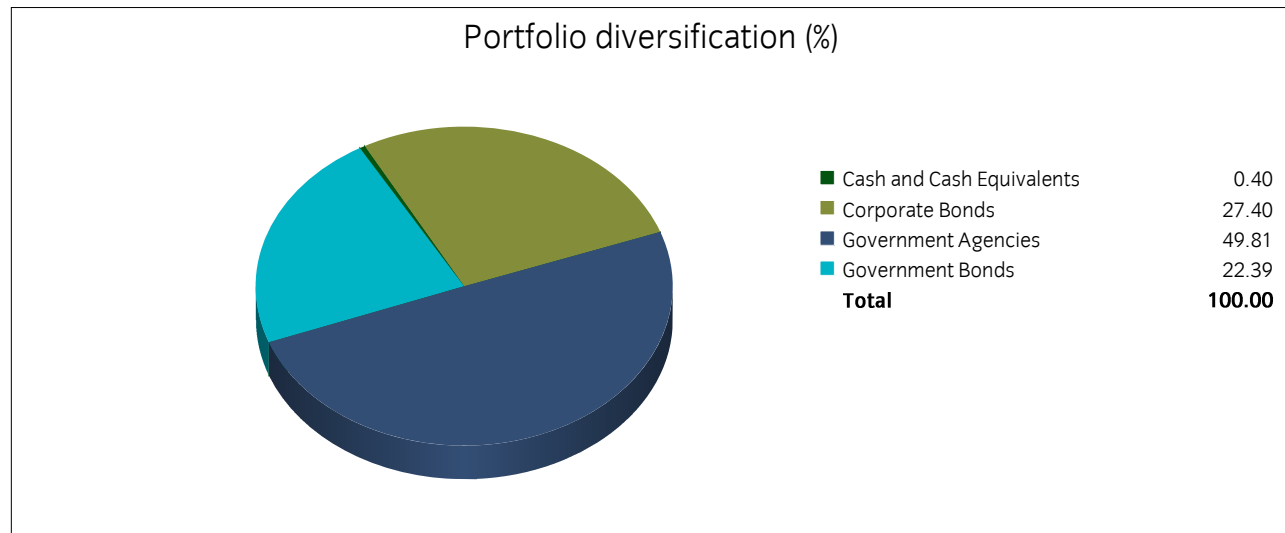
* rates reflected are cumulative

<u>Summary of Fair Value Cost Basis Return for the Period</u>		
	Total portfolio	Excl. cash eq.
Interest earned	59,910.70	59,906.29
Change in fair value	(106,590.88)	(106,590.88)
Total income on portfolio	(46,680.18)	(46,684.59)
Average daily amortized cost	54,506,561.75	54,322,123.29
Period return (%)	(0.09)	(0.09)
Weighted average final maturity in days	614	616

RECAP OF SECURITIES HELD

As of December 31, 2015

	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	217,737.15	217,737.15	217,737.15	0.00	1	0.40	0.00
Corporate Bonds	14,946,112.90	14,840,985.24	14,806,214.82	(34,770.42)	572	27.40	1.55
Government Agencies	27,165,144.45	27,044,993.21	27,029,098.44	(15,894.77)	608	49.81	1.64
Government Bonds	12,210,865.94	12,256,692.80	12,244,273.43	(12,419.37)	689	22.39	1.87
Total	54,539,860.44	54,360,408.40	54,297,323.84	(63,084.56)	614	100.00	1.66

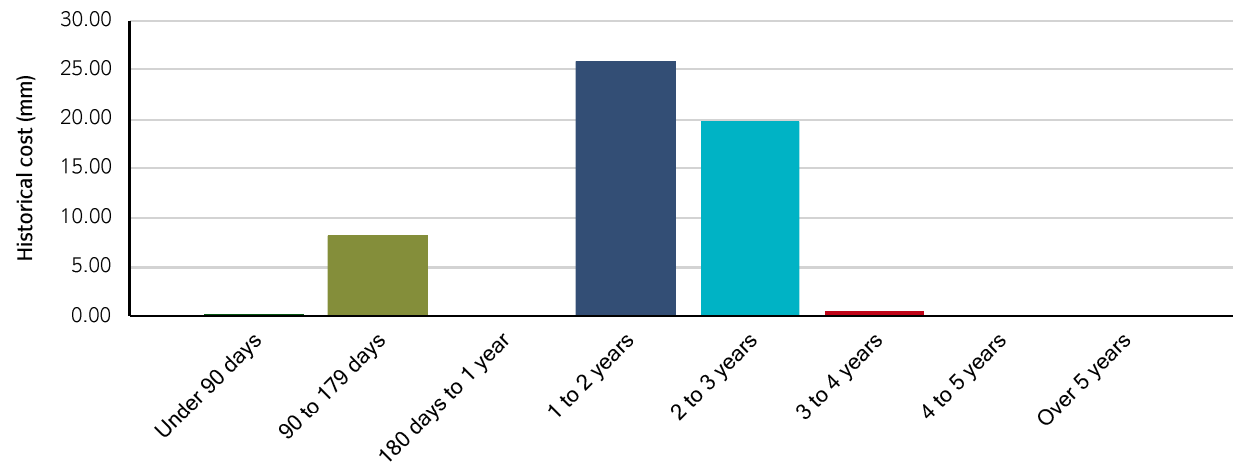


MATURITY DISTRIBUTION OF SECURITIES HELD

As of December 31, 2015

Maturity	Historic cost	Percent
Under 90 days	217,737.15	0.40
90 to 179 days	8,118,819.40	14.89
180 days to 1 year	0.00	0.00
1 to 2 years	25,942,348.02	47.57
2 to 3 years	19,757,215.87	36.23
3 to 4 years	503,740.00	0.92
4 to 5 years	0.00	0.00
Over 5 years	0.00	0.00
	54,539,860.44	100.00

Maturity distribution



SECURITIES HELD

As of December 31, 2015

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		217,737.15	217,737.15 0.00	217,737.15 0.00	217,737.15 0.00	0.00	0.00	0.00	0.00	0.40
Total Cash and Cash Equivalents			217,737.15	217,737.15 0.00	217,737.15 0.00	217,737.15 0.00	0.00	0.00	0.00	0.00	0.40
Corporate Bonds											
38259PAC6 GOOGLE INC 2.125% 19/05/2016	2.125	05/19/2016	1,315,000.00	1,377,186.90 0.00	1,321,833.19 (1,474.78)	1,322,644.10 (1,652.95)	810.91	0.00	2,406.26	3,260.10	2.53
949746QU8 WELLS FARGO & COMPANY 3.676% 15/06/2016	3.676	06/15/2016	1,600,000.00	1,663,296.00 0.00	1,621,184.26 (3,851.68)	1,620,106.40 (5,272.80)	(1,077.86)	0.00	5,064.71	17,318.04	3.05
46623EJY6 JPMORGAN CHASE & CO 1.35% 15/02/2017	1.350	02/15/2017	1,000,000.00	1,003,660.00 0.00	1,001,976.40 (146.40)	997,985.00 (2,341.00)	(3,991.40)	0.00	1,162.50	5,100.00	1.84
24422ERN1 JOHN DEERE CAPITAL CORP 1.4% 15/03/2017	1.400	03/15/2017	800,000.00	807,064.00 0.00	804,238.40 (292.30)	801,261.60 (1,182.40)	(2,976.80)	0.00	964.45	3,297.78	1.48
36962G7J7 GENERAL ELEC CAP CORP 1.25% 15/05/2017 (CALLABLE 13/04/17)	1.250	05/15/2017 04/13/2017	1,000,000.00	1,005,930.00 0.00	1,003,494.46 (211.79)	1,000,123.00 (3,810.00)	(3,371.46)	0.00	1,076.39	1,597.22	1.84
717081DJ9 PFIZER INC 1.1% 15/05/2017	1.100	05/15/2017	1,000,000.00	1,003,800.00 0.00	1,002,396.18 (145.22)	999,393.00 (2,137.50)	(3,003.18)	0.00	947.23	1,405.56	1.84
713448CB2 PEPSICO INC 1.25% 13/08/2017	1.250	08/13/2017	500,000.00	501,065.00 0.00	500,790.95 (40.70)	500,145.00 (1,035.00)	(645.95)	0.00	538.19	2,395.83	0.92
88853MODR7 AMERICAN EXPRESS CREDIT % 22/09/2017	1.550	09/22/2017	740,000.00	745,379.80 0.00	743,726.32 (179.73)	739,702.52 (1,293.52)	(4,023.80)	0.00	987.69	3,154.25	1.37

SECURITIES HELD

As of December 31, 2015

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											
68389XAN5 ORACLE CORP 1.2% 15/10/2017	1.200	10/15/2017	1,000,000.00	1,003,020.00 0.00	1,002,114.98 (98.38)	1,000,793.50 (1,820.50)	(1,321.48)	0.00	1,033.33	2,533.33	1.84
458140AL4 INTEL CORP 1.35% 15/12/2017	1.350	12/15/2017	500,000.00	501,300.00 0.00	500,508.04 (21.62)	500,665.00 (1,005.00)	156.96	3,375.00	581.25	300.00	0.92
459200HZ7 IBM CORP 1.125% 06/02/2018	1.125	02/06/2018	1,000,000.00	998,600.00 0.00	999,021.81 38.82	993,304.00 (1,364.00)	(5,717.81)	0.00	968.75	4,531.25	1.83
24422ESB6 JOHN DEERE CAPITAL CORP 1.3% 12/03/2018	1.300	03/12/2018	1,000,000.00	998,550.00 0.00	998,969.12 39.05	991,067.00 (2,090.00)	(7,902.12)	0.00	1,119.44	3,936.11	1.83
191216BA7 COCA-COLA CO/THE 1.15% 01/04/2018	1.150	04/01/2018	1,000,000.00	995,110.00 0.00	996,404.54 133.00	997,192.00 (215.00)	787.46	0.00	990.28	2,875.00	1.82
931142DF7 WAL-MART STORES INC 1.125% 11/04/2018	1.125	04/11/2018	1,130,000.00	1,128,960.40 0.00	1,129,527.92 17.25	1,125,283.38 (2,683.75)	(4,244.54)	0.00	1,094.69	2,825.00	2.07
037833AJ9 APPLE INC 1% 03/05/2018	1.000	05/03/2018	500,000.00	493,995.00 0.00	497,159.25 101.09	495,937.50 (1,250.00)	(1,221.75)	0.00	430.56	805.56	0.91
91159HHE3 US BANCORP 1.95% 15/11/2018 (CALLABLE 15/10/18)	1.950	11/15/2018 10/15/2018	215,000.00	215,455.80 0.00	215,275.24 (7.97)	216,320.32 (977.17)	1,045.08	0.00	361.02	535.71	0.40
17275RAR3 CISCO SYSTEMS INC 2.125% 01/03/2019	2.125	03/01/2019	500,000.00	503,740.00 0.00	502,364.18 (62.16)	504,291.50 (2,167.50)	1,927.32	0.00	914.93	3,541.67	0.92
Total Corporate Bonds			14,800,000.00	14,946,112.90 0.00	14,840,985.24 (6,203.52)	14,806,214.82 (32,298.09)	(34,770.42)	3,375.00	20,641.67	59,412.41	27.40

SECURITIES HELD

As of December 31, 2015

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											
313372YS7 FEDERAL HOME LOAN BANK 2.45% 30/03/2016	2.450	03/30/2016	2,150,000.00	2,206,631.00 0.00	2,152,991.07 (997.03)	2,161,094.00 (4,020.50)	8,102.93	0.00	4,389.58	13,168.75	4.05
313373SZ6 FEDERAL HOME LOAN BANK 2.125% 10/06/2016	2.125	06/10/2016	2,775,000.00	2,871,705.50 0.00	2,784,132.56 (1,712.35)	2,792,898.75 (5,550.00)	8,766.19	29,484.38	5,077.87	3,439.84	5.27
3137EADC0 FREDDIE MAC 1% 08/03/2017	1.000	03/08/2017	1,000,000.00	986,050.00 0.00	996,673.76 233.15	1,000,829.00 (1,511.00)	4,155.24	0.00	861.11	3,138.89	1.81
313378WF4 FEDERAL HOME LOAN BANK 1.125% 10/03/2017	1.125	03/10/2017	1,000,000.00	1,003,560.00 0.00	1,000,871.26 (60.78)	1,002,660.00 (1,350.00)	1,788.74	0.00	968.75	3,468.75	1.84
3137EADF3 FREDDIE MAC 1.25% 12/05/2017	1.250	05/12/2017	1,000,000.00	1,009,273.00 0.00	1,002,557.35 (155.94)	1,001,546.00 (3,972.00)	(1,011.35)	0.00	1,076.39	1,701.39	1.85
313379VE6 FEDERAL HOME LOAN BANK 1.01% 19/06/2017	1.010	06/19/2017	915,000.00	923,363.10 0.00	917,507.98 (142.23)	915,521.55 (1,335.90)	(1,986.43)	4,620.75	795.80	308.05	1.69
3137EADH9 FREDDIE MAC 1% 29/06/2017	1.000	06/29/2017	1,500,000.00	1,510,875.00 0.00	1,503,306.05 (184.01)	1,499,851.50 (2,388.00)	(3,454.55)	7,500.00	1,291.66	83.33	2.77
3133EFEU7 FEDERAL FARM CREDIT BANK 0.78% 28/08/2017	0.780	08/28/2017	1,600,000.00	1,602,000.00 0.00	1,601,720.86 (86.33)	1,593,424.00 (2,112.00)	(8,296.86)	0.00	1,074.67	3,224.00	2.94
3133EAY28 FEDERAL FARM CREDIT BANK 0.83% 21/09/2017	0.830	09/21/2017	1,645,000.00	1,645,000.00 0.00	1,645,000.00 0.00	1,638,110.74 (2,286.55)	(6,889.26)	0.00	1,175.72	3,792.64	3.02
3135GORT2 FANNIE MAE 0.875% 2/2017	0.875	12/20/2017	1,850,000.00	1,845,264.00 0.00	1,848,066.38 81.70	1,841,123.70 (2,732.45)	(6,942.68)	8,093.75	1,393.93	494.62	3.38

SECURITIES HELD

As of December 31, 2015

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											
3134G6PM9 FREDDIE MAC 1.05% 29/12/2017 CALLABLE	1.050	12/29/2017	1,000,000.00	1,000,600.00 0.00	1,000,238.69 0.00	1,007,130.00 6,780.00	6,891.31	5,250.00	904.16	58.33	1.83
3137EADN6 FREDDIE MAC 0.75% 12/01/2018 #1	0.750	01/12/2018	1,850,000.00	1,833,275.85 0.00	1,842,215.43 319.04	1,835,111.20 (1,933.25)	(7,104.23)	0.00	1,194.79	6,513.54	3.36
3135G0TG8 FANNIE MAE 0.875% 08/02/2018	0.875	02/08/2018	1,500,000.00	1,475,430.00 0.00	1,488,901.04 439.28	1,490,160.00 (3,076.50)	1,258.96	0.00	1,130.21	5,213.54	2.71
3135G0VC4 FANNIE MAE 1.13% 28/02/2018 CALLABLE	1.130	02/28/2018	2,000,000.00	2,001,040.00 0.00	2,000,826.91 (31.81)	1,990,920.00 (12,920.00)	(9,906.91)	0.00	1,946.11	7,721.67	3.67
3135G0WJ8 FANNIE MAE 0.875% 21/05/2018	0.875	05/21/2018	1,000,000.00	969,505.00 0.00	984,849.28 527.90	990,626.00 (1,510.00)	5,776.72	0.00	753.47	972.22	1.78
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	1,242,383.45 (1,448.19)	1,232,808.00 (4,860.00)	(9,575.45)	15,480.00	2,666.00	1,978.00	2.29
3135G0YM9 FANNIE MAE 1.875% 18/09/2018	1.875	09/18/2018	2,000,000.00	2,036,700.00 0.00	2,035,085.63 (1,076.25)	2,028,006.00 (5,368.00)	(7,079.63)	0.00	3,229.17	10,729.17	3.73
3135G0YT4 FANNIE MAE 1.625% 27/11/2018	1.625	11/27/2018	1,000,000.00	996,020.00 0.00	997,665.51 69.12	1,007,278.00 (2,152.00)	9,612.49	0.00	1,399.30	1,534.72	1.83
Total Government Agencies			26,985,000.00	27,165,144.45 0.00	27,044,993.21 (4,224.73)	27,029,098.44 (52,298.15)	(15,894.77)	70,428.88	31,328.69	67,541.45	49.81

Government Bonds

28SC5 TREASURY 0.875% 1/2017	0.875	01/31/2017	1,710,000.00	1,723,298.31 0.00	1,713,131.33 (244.52)	1,710,133.38 (1,737.36)	(2,997.95)	0.00	1,260.43	6,220.82	3.16
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SECURITIES HELD

As of December 31, 2015

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											
912828TG5 USA TREASURY 0.5% 31/07/2017	0.500	07/31/2017	3,100,000.00	3,069,373.67 0.00	3,089,052.55 587.14	3,076,508.20 (5,084.00)	(12,544.35)	0.00	1,305.70	6,444.29	5.63
912828TS9 USA TREASURY 0.625% 30/09/2017	0.625	09/30/2017	2,875,000.00	2,860,759.64 0.00	2,869,379.69 272.66	2,855,122.25 (5,502.75)	(14,257.44)	0.00	1,521.95	4,516.74	5.25
912828UA6 USA TREASURY 0.625% 30/11/2017	0.625	11/30/2017	1,200,000.00	1,192,312.50 0.00	1,192,688.52 323.80	1,190,062.80 (1,921.20)	(2,625.72)	0.00	635.25	635.25	2.19
912828UU2 USA TREASURY 0.75% 31/03/2018	0.750	03/31/2018	1,000,000.00	976,018.98 0.00	988,459.31 435.76	991,055.00 (1,875.00)	2,595.69	0.00	635.25	1,885.25	1.79
912828WD8 USA TREASURY 1.25% 31/10/2018	1.250	10/31/2018	1,700,000.00	1,679,818.19 0.00	1,688,284.82 350.89	1,697,609.80 (4,316.30)	9,324.98	0.00	1,809.76	3,561.13	3.08
912828A34 USA TREASURY 1.25% 30/11/2018	1.250	11/30/2018	725,000.00	709,284.65 0.00	715,696.58 270.80	723,782.00 (1,558.03)	8,085.42	0.00	767.59	767.59	1.30
Total Government Bonds			12,310,000.00	12,210,865.94 0.00	12,256,692.80 1,996.53	12,244,273.43 (21,994.64)	(12,419.37)	0.00	7,935.93	24,031.07	22.39
Grand total			54,312,737.15	54,539,860.44 0.00	54,360,408.40 (8,431.72)	54,297,323.84 (106,590.88)	(63,084.56)	73,803.88	59,906.29	150,984.93	100.00

TRANSACTION REPORT

For the period December 1, 2015 - December 31, 2015

Trade date/ Settle date	Cusip	Transaction	Sec type	Description	Maturity	Par value or shares	Realized gain(loss)	Principal	Interest	Transaction total
12/08/2015 12/08/2015	31331KNA4	Income	Government Agencies	FEDERAL FARM CREDIT BANK	06/08/2018	1,200,000.00	0.00	0.00	15,480.00	15,480.00
12/10/2015 12/10/2015	313373SZ6	Income	Government Agencies	FEDERAL HOME LOAN BANK	06/10/2016	2,775,000.00	0.00	0.00	29,484.38	29,484.38
12/15/2015 12/15/2015	458140AL4	Income	Corporate Bonds	INTEL CORP 1.35% 15/12/2017	12/15/2017	500,000.00	0.00	0.00	3,375.00	3,375.00
12/19/2015 12/19/2015	313379VE6	Income	Government Agencies	FEDERAL HOME LOAN BANK	06/19/2017	915,000.00	0.00	0.00	4,620.75	4,620.75
12/20/2015 12/20/2015	3135G0RT2	Income	Government Agencies	FANNIE MAE 0.875%	12/20/2017	1,850,000.00	0.00	0.00	8,093.75	8,093.75
12/29/2015 12/29/2015	3134G6PM9	Income	Government Agencies	FREDDIE MAC 1.05%	12/29/2017	1,000,000.00	0.00	0.00	5,250.00	5,250.00
12/29/2015 12/29/2015	3137EADH9	Income	Government Agencies	FREDDIE MAC 1% 29/06/2017	06/29/2017	1,500,000.00	0.00	0.00	7,500.00	7,500.00
12/31/2015		Income	Cash and Cash Equivalents	Cash		0.00	0.00	0.00	4.41	4.41

ADDITIONAL INFORMATION

As of December 31, 2015

In calculating ratings distributions and weighted average portfolio quality, Insight assigns U.S Treasury and U.S agency securities a quality rating based on the methodology used within the respective benchmark index. When Moodys, S&P and Fitch rate a security, Bank of America and Merrill Lynch indexes assign a simple weighted average statistic while Barclays indexes assign the median statistic. Insight assigns all other securities the lower of Moodys and S&P ratings.

You cannot invest in an index. The volatility of the benchmark may be materially different from that of the Composite. The benchmark is presented merely to show general trends in the market for the period and is not intended to imply that a clients account is benchmarked to the indices either in composition, volatility, or level of risk. An index has no expenses. Index data is provided for comparative purposes only. A variety of factors may cause an index to be an inaccurate benchmark.

The BofA Merrill Lynch 3 Mo US T-Bill index is an unmanaged market index of U.S. Treasury securities maturing in 90 days that assumes reinvestment of all income.

The BofA Merrill Lynch 6 Mo US T-Bill index measures the performance of Treasury bills with time to maturity of less than 6 months.

The BofA Merrill Lynch Current 1-Year US Treasury Index is a one-security index comprised of the most recently issued 1-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 1-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch Current 3-Year US Treasury Index is a one-security index comprised of the most recently issued 3-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 3-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch Current 5-Year US Treasury Index is a one-security index comprised of the most recently issued 5-year US Treasury note. The index is rebalanced monthly. In order to qualify for inclusion, a 5-year note must be auctioned on or before the third business day before the last business day of the month.

The BofA Merrill Lynch 1-3 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than three years.

The BofA Merrill Lynch 1-5 US Year Treasury Index is an unmanaged index that tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than five years.

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BOND MARKET REVIEW

A MONTHLY REVIEW OF
FIXED INCOME MARKETS



WHAT'S INSIDE

Market Summary 1
 Yield Curve
 Current Yields

Economic Round-Up..... 2
 Credit Spreads
 Economic Indicators

Since 1988, Chandler Asset Management has specialized in the management of fixed income portfolios. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, manages risk and generates income in our clients' portfolios.

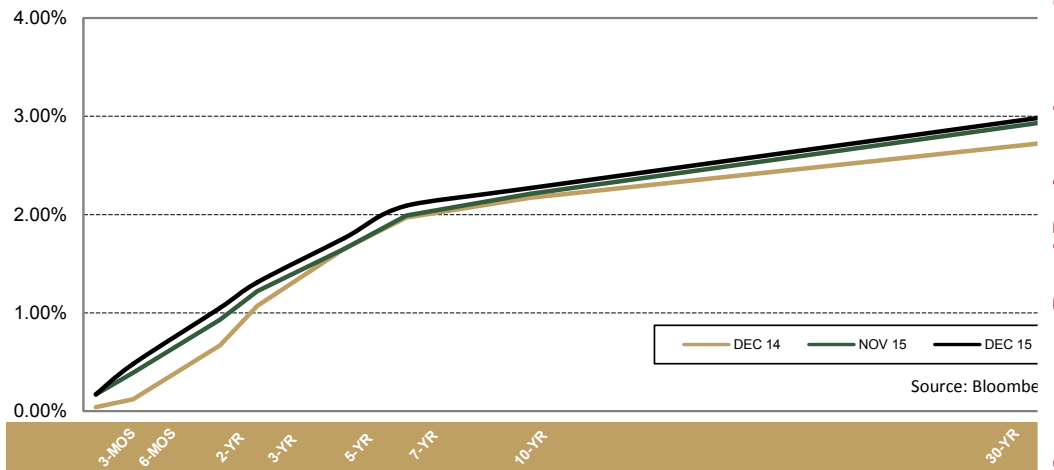
Market Summary

As expected, in December the Federal Open Market Committee (FOMC) increased the fed funds target rate 25 basis points. It was the first fed funds target rate increase since June 2006. Although the Fed took its step toward normalizing monetary policy, the tone of the FOMC statement was dovish, suggesting the pace of additional policy tightening will be slower than historical Fed tightening cycles. Policymakers' medium-term projection for the fed funds rate at the end of 2016 is 1.375%. In the longer-run, the target fed funds rate is roughly 3.5%. However, the FOMC has emphasized that monetary policy adjustments will be gradual and the path of the fed funds rate will depend on the economic outlook. Notably, the FOMC will continue to reinstate principal payments from its holdings of Agency and Mortgage-Backed securities and will continue rolling out maturing Treasury securities until normalization of the fed funds rate is well underway. Overall, monetary policy remains highly accommodative and the Fed is proceeding with caution as it moves toward a more normalized policy stance.

Economic data is mixed. Trends in the labor market remain favorable, and consumer confidence rebounded in December. However, the manufacturing sector remains weak and housing sector data has been volatile. The ISM manufacturing index declined to 48.2 in December, to the weakest level since July 2009. In terms of housing, new and existing home sales were recently weaker than expected, but home prices remain firm. Nevertheless, payrolls have increased by an average of 284,000 per month over the past three months, with the unemployment rate at 5.0%, which should provide a strong tailwind for economic growth this year. Third quarter 2015 GDP grew at an annualized pace of 2.0%, following growth of 3.9% in the second quarter. For the month, the consensus forecast called for GDP growth of 2.1% in the fourth quarter of 2015, but many economists have since lowered their forecast significantly. We are expecting GDP growth of about 2.0%-2.2% in 2016.

During 2015, 2-year Treasury yields increased nearly 40 basis points, while 10-year Treasuries increased roughly 10 basis points. This bear flattening (with short-term rates rising more than long-term rates), is consistent with previous Fed tightening cycles and we expect this trend to continue. Over much of the past year, financial market volatility has been elevated due to mixed US economic data, the uncertain timing of the first rate hike, weak global economic growth, divergent global central bank monetary policies, turmoil in Asian stock markets and geopolitical concerns. Ongoing uncertainty about the future pace of monetary policy normalization, how the Fed communicates its economic projections, will likely continue to fuel financial market volatility.

THE TREASURY YIELD SHIFTED UPWARD



The yield on the two-year Treasury note rose roughly 12 basis points in December to 1.05%. Meanwhile, the yield on the ten-year Treasury note rose just six basis points in December to 2.27%. Overall, the Treasury yield curve flattened during 2015 in anticipation of monetary policy normalization by the Federal Reserve and we expect this trend to continue. Looking ahead, we believe the pace of subsequent rate hikes will be slower than historical tightening cycles, in light of ongoing sluggishness in the global economy.

TREASURY YIELDS	12/31/2015	11/30/2015	CHANGE
3 Month	0.17	0.17	0.00
2 Year	1.05	0.93	0.12
3 Year	1.31	1.22	0.09
5 Year	1.76	1.65	0.11
7 Year	2.09	1.99	0.10
10 Year	2.27	2.21	0.06
30 Year	3.02	2.97	0.05

Source: Bloomberg

Economic Roundup

Consumer Prices

In November, the Consumer Price Index (CPI) rose 0.5% on a year-over-year basis, up from 0.2% in October. Year-over-year comparisons have become easier, given the precipitous decline in energy prices at the end of 2014. Meanwhile, Core CPI (CPI less food and energy) was up 2.0% in November on a year-over-year basis, vs. up 1.9% in October. The Personal Consumption Expenditures (PCE) price index was up 0.4% on a year-over-year basis in November, up from 0.2% in October. Core PCE (excluding food and energy) was unchanged in November, up 1.3% on a year-over-year basis. Overall, inflation isn't showing signs of significant upward pressure and remains below the Fed's 2.0% target.

Retail Sales

On a year-over-year basis, retail sales were up 1.4% in November, versus growth of 1.7% in October. On a month-over-month basis, retail sales rose 0.2% in November, below the consensus forecast of 0.3%. However, excluding autos and gas, the figure was up 0.5%, stronger than the consensus forecast. Discretionary categories like restaurants, electronics & appliances, and clothing & accessories posted healthy gains. Online sales were also strong in November.

Labor Market

The December employment report was mostly stronger than expected. Nonfarm payrolls rose by 292,000 in December, above the consensus forecast of 200,000. October and November payrolls were also revised up by a total of 50,000. The unemployment rate was unchanged at 5.0%. The participation rate inched up to 62.6% from 62.5%. However, wages were flat, missing expectations for a 0.2% increase. 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, was unchanged from November at 9.9%. Over the past three months, payrolls have increased by an average of 284,000 per month, compared to the trailing six-month average of 229,000.

Housing Starts

Total housing starts rose 10.5% in November, exceeding expectations. Single-family housing starts rose 7.6% while multi-family starts rose 16.4%. Housing starts tend to be volatile on a month-to-month basis, but the trend is favorable. Housing permits rose 11.0% in November, also exceeding expectations.

Credit Spreads Widened in December

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change (%)
3-month top-rated commercial paper	0.26	0.11	0.15
2-year A corporate note	0.55	0.51	0.04
5-year A corporate note	0.85	0.86	(0.01)
5-year Agency note	0.18	0.22	(0.04)

Source: Bloomberg

Data as of 12/31/2015

Economic Data Remains Mixed

ECONOMIC INDICATOR	Current Release	Prior Release	One Year Ago
Trade Balance	(42.4) \$Bln NOV 15	(44.6) \$Bln OCT 15	(40.0) \$Bln NOV 14
GDP	2.0% SEP 15	3.9% JUN 15	4.3% SEP 14
Unemployment Rate	5.0% DEC 15	5.0% NOV 15	5.6% DEC 14
Prime Rate	3.5% DEC 15	3.25% NOV 15	3.25% DEC 14
CRB Index	176.14 DEC 15	182.54 NOV 15	229.96 DEC 14
Oil (West Texas Int.)	\$37.04 DEC 15	\$41.65 NOV 15	\$53.27 DEC 14
Consumer Price Index (y/o/y)	0.5% NOV 15	0.2% OCT 15	1.3% NOV 14
Producer Price Index (y/o/y)	(3.2%) NOV 15	(4.1%) OCT 15	1.1% NOV 14
Dollar/EURO	1.09 DEC 15	1.06 NOV 15	1.21 DEC 14

Source: Bloomberg

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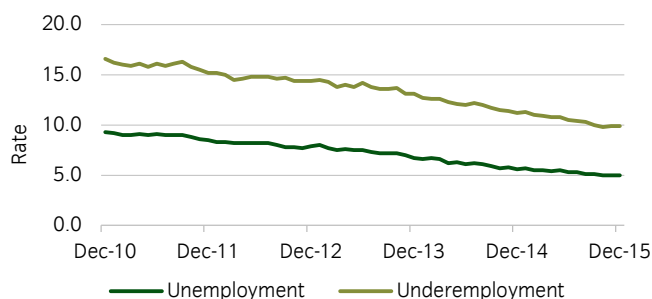
WEEKLY ECONOMIC UPDATE

Jan 8, 2016

LABOR FORCE ADDS 292,000 JOBS, AVERAGES 221,000 NEW JOBS FOR 2015

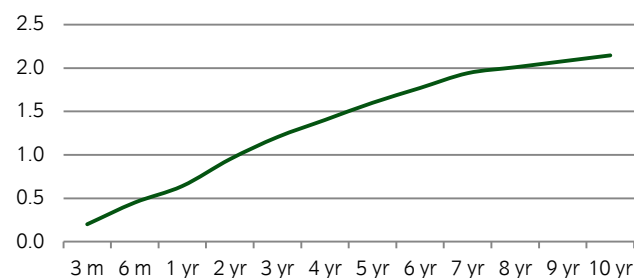
292,000 jobs were added in December, making the fourth quarter the strongest quarter of 2015 for job growth. The October and November jobs reports were revised upward to 307,000 and 252,000 respectively. In total, 2,650,000 were added to the workforce in 2015, which equates to a monthly average of 221,000 new jobs. The unemployment rate remained at 5.0 percent as the participation rate increased to 62.6 percent from 62.5 percent. The underemployment rate also remained constant at 9.9 percent. The Institute for Supply Management (ISM) indices continue to decline, as the ISM manufacturing index reached a new six-year low of 48.2. The ISM non-manufacturing index also decreased, falling to 55.3 from 55.9.

Unemployment and Underemployment 12/2010 – 12/2015



Source: Bureau of Labor Statistics

Treasury yield curve 01/07/2016



Source: Bloomberg Finance LP.

Selected current economic data

Data	Period	(%)
GDP QoQ	Q3 15	2.0%
GDP YoY	Q3 15	2.1%
PPI YoY	Nov-15	-1.1%
CPI YoY	Nov-15	0.5%
Jobless Rate	Dec-15	5.0%
Fed Funds Target	Dec-15	0.25 - 0.50%

Source: Bloomberg Finance LP.

Treasury yields

Term	01/07/16	12/31/15	Change
3 month	0.20%	0.17%	0.04%
6 month	0.45%	0.48%	-0.03%
1 year	0.64%	0.60%	0.04%
2 year	0.95%	1.05%	-0.10%
5 year	1.60%	1.76%	-0.16%
10 year	2.15%	2.27%	-0.12%
30 year	2.93%	3.02%	-0.09%

Source: Bloomberg Finance LP.

Agency Yields

Term	01/07/16	12/31/15	Change
3 month	0.34%	0.33%	0.01%
6 month	0.55%	0.58%	-0.02%
2 year	1.07%	1.09%	-0.02%
5 year	1.74%	1.85%	-0.11%
10 Year	2.36%	2.46%	-0.10%

Source: Bloomberg Finance LP.

Commercial Paper Yields (A-1/P-1 dealers)

Term	01/07/16	12/31/15	Change
1 month	0.42%	0.46%	-0.04%
3 month	0.56%	0.60%	-0.04%
6 month	0.82%	0.78%	0.04%
9 month	0.96%	0.98%	-0.02%

Source: Bloomberg Finance LP.

UPCOMING KEY ECONOMIC DATA

January 15: Retail Sales
January 15: Producer Price Index

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Report to City Council

TO: Mayor and City Council

FROM: Allen Brock, Community Development Director

AGENDA DATE: March 1, 2016

TITLE: ORDINANCE NO. 910. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE ESTABLISHING A DENSITY BONUS FOR MULTI-FAMILY PROJECTS THAT INCORPORATE GREEN BUILDING PRINCIPLES INTO THEIR DESIGN. (RECEIVED INTRODUCTION AND FIRST READING ON FEBRUARY 16, 2016 BY A 4-1 VOTE, MOLINA ABSENT)

RECOMMENDED ACTION

Recommendations:

1. Adopt Ordinance No. 910. An Ordinance of the City Council of the City of Moreno Valley, California, amending Title 9 of the City of Moreno Valley Municipal Code establishing density bonus provisions for multi-family projects that incorporate green building principles into their design

CITY COUNCIL GOALS

None

ATTACHMENTS

1. Proposed Ordinance
2. Planning Commission Minutes December 10 2015

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	1/29/16 10:47 AM
City Attorney Approval	<u>✓ Approved</u>	2/01/16 9:42 AM
City Manager Approval	<u>✓ Approved</u>	2/03/16 10:07 AM

HISTORY:

02/16/16 City Council FIRST READING OF ORDINANCE
 Next: 03/01/16

ORDINANCE NO. 910

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE ESTABLISHING A DENSITY BONUS FOR MULTI-FAMILY PROJECTS THAT INCORPORATE GREEN BUILDING PRINCIPLES INTO THEIR DESIGN

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

WHEREAS, the City of Moreno Valley applied for and received funding from Southern California Edison (SCE) under the Strategic Plan Strategies Phase 3 Program; and

WHEREAS, on February 24, 2014, the City Council accepted the funding for Phase 3, which included a task to establish a residential density bonus for energy efficient residential projects which exceed building code requirements; and

WHEREAS, the proposed activity is consistent with and will further the implementation of the City’s adopted Climate Action Strategy; and

WHEREAS, on December 10, 2015, the Planning Commission of the City of Moreno Valley (Planning Commission) held a properly noticed public hearing, and reviewed and recommended approval of the ordinance to the City Council; and

WHEREAS, on February 16, 2016, the City Council of the City of Moreno Valley reviewed and held a properly noticed public hearing to consider the proposed Ordinance; and

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

NOW, THEREFORE, the City Council of the City of Moreno Valley DOES HEREBY ORDAIN as follows:

SECTION 1. Pursuant to Section 21083 of the California Environmental Quality Act (CEQA) and Section 15061(b)(3) of the CEQA Guidelines, because it can be seen with certainty that there is no possibility that the mere adoption of this Ordinance may have a significant effect on the environment, it has been determined that this amendment of the Municipal Code is exempt.

SECTION 2. SEVERABILITY

That the City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the

Attachment: Proposed Ordinance [Revision 2] (1843 : ORDINANCE NO. 910. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF

remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

SECTION 3. REPEAL OF CONFLICTING PROVISIONS

That all the provisions of the Municipal Code as adopted by the City of Moreno Valley that are in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. FINDINGS

- A. Conformance with General Plan Policies – This Ordinance is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

FACT: This Ordinance for Energy Efficiency is consistent with, and does not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan. This Ordinance is consistent with the policies of the General Plan and the City's Energy Efficiency and Climate Action Strategy. This Ordinance implements greenhouse gas reduction measure R3-E1 of the Climate Action Strategy, which identifies that City codes and zoning requirements should be updated to further implement green building practices, including incentives for energy efficient projects. The City direction is to promote and encourage energy efficiency and to lead by example in the implementation of best practices for energy efficiency.

- B. Health, Safety and Welfare – This Ordinance will not be detrimental to the public health, safety or general welfare.

FACT: This Ordinance does not have the potential of adversely affecting the public health, safety or welfare of the residents of the City of Moreno Valley or surrounding jurisdictions. The density bonus incentive will apply only to multi-family projects which comply with all of the development standards of the applicable zoning district. Further, a project receiving the density bonus will be designed to comply with standards of the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) green building certification program (or an equivalent green building rating system), which will provide sustainable benefits in the areas of energy efficiency, water efficiency, the quality of the indoor environment, and sustainable use of materials and resources. Compliance with the LEED standards will ensure that the project exceeds the standards of the California Building Code requirements. The benefits will improve Health, Safety and Welfare.

- C. Conformance with Zoning Regulations – This Ordinance is consistent with the purpose and intent of Title 9.

FACT: This Ordinance establishes a density bonus incentive for specified multi-family projects that are designed to at least achieve the USGBC LEED Certified level. The projects will be required to comply with all development standards of the zoning

district. Therefore, this Ordinance will not be in conflict with any other provisions of the Municipal Code.

SECTION 5. MUNICIPAL CODE AMENDED

5.1 Chapter 9.03 (“Residential Districts”) is hereby amended to include a new section, Section 9.03.055 – Density Bonus Program for Green Building and Energy Efficiency as follows:

“9.03.055 Density Bonus Program for Green Building and Energy Efficiency

- A. Purpose and Intent. The purpose of this section is to provide an incentive for residential housing units that are constructed to green building standards that exceed the requirements of the City’s building code, which is a greenhouse gas reduction measure included in the City’s Energy Efficiency and Climate Action Strategy.
- B. Applicability. Developers of multi-family residential housing dwelling units in the R10, R15, R20, R30, and SP204-Village Residential zone on sites of at least one acre minimum.
- C. Incentive. Developers may request a density bonus of five (5) percent above the calculated number of units for qualified projects.
- D. Energy Efficiency Requirements. A project must meet the Applicability requirement in (B). For projects that meet the Applicability requirement, the developer may request the Incentive in (C) if the project complies with the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) certification criteria for LEED “CERTIFIED” level or higher, or an equivalent green building rating system as approved by the Community Development Director. LEED Certified level represents the minimum level of certification under the USGBC Leadership Energy and Environmental Design rating system, and shall be consistent with the USGBC published criteria on the date the project application to the City is deemed ‘complete’.”
- E. Implementation.
 1. The total number of dwelling units allowed under a density bonus shall be calculated by multiplying the maximum density allowed under the applicable zoning designation (i.e. the maximum density listed in Table 9.03.040-6 of this title or the applicable specific plan designation), and multiplying the result by 1.05, for a five (5) percent density bonus. If the result, including the density bonus, contains a fraction of a unit, the number of allowable units shall be determined by rounding down to the nearest whole number if the fraction is below 0.5. Calculations containing fractions of 0.5 or above shall be rounded up.
 2. This density bonus shall not be cumulative with any other density bonus program included in Chapter 9.03.
 3. The development standards for density bonus projects shall be those of the applicable zoning classification.

SECTION 6. 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 7. NOTICE OF ADOPTION

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 8. EFFECTIVE DATE:

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

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

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Proposed Ordinance [Revision 2] (1843 : ORDINANCE NO. 910. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF

ORDINANCE JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 2016-___ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 1st day of March, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: Proposed Ordinance [Revision 2] (1843 : ORDINANCE NO. 910. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF

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PLANNING OFFICIAL RICK SANDZIMIER – Now this item is appealable to the City Council. If any interested party is interested in appealing, they can file their appeal within 15 days of your action. The appeal would be filed to the City Council through the Community Development Director, and I don't think I indicated it on the last wrap-up, but the item is then agendized for the City Council Hearing within 30 days.

10 **CHAIR LOWELL** – Thank you very much.

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- 3. Case: PA14-0038 (Municipal Code Amendment)
- Applicant: City of Moreno Valley
- Owner: Not applicable
- Representative: City of Moreno Valley
- Location: City-wide
- Case Planner: Chris Ormsby, AICP
- Council District: City-wide
- Proposal: Destiny Bonus Ordinance Related to Energy Efficiency

23 **STAFF RECOMMENDATION:**

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Staff recommends that the Planning Commission **APPROVE** Resolution No. 2015-33, and thereby recommend to the City Council:

- 1. **CERTIFY** that the proposed Municipal Code Amendment is exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines, per Section 15061 (b)(3); and
- 2. **APPROVAL** of Municipal Code Amendment PA14-0038 based on the findings contained in Planning Commission Resolution 2015-33.

36 **CHAIR LOWELL** – That moves us on to item #3, Case No. PA14-0038, a Municipal Code Amendment. The Case Planner Mr. Chris Ormsby and the Applicant is actually the entire City of Moreno Valley.

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SENIOR PLANNER CHRIS ORMSBY – Good evening Chair Lowell and Members of the Planning Commission. This Code Amendment is one of the four tasks under the Southern California Strategic Strategies Program, which is funded by Southern California Edison. At your November 12th meeting the Commission reviewed and approved Task 4, the General Plan Amendment to incorporate an energy efficiency section with new language into the General Plan. The proposal before you this evening implements Task 5 into the program.

1 The Municipal Code Amendment proposes a Density Bonus Incentive for
 2 achieving energy efficiency and incorporating green building measures that
 3 exceed the Building Code. The code amendment will add a new section of the
 4 Municipal Code Section 9.03.055. The incentive will be for a 5% density bonus if
 5 a multifamily project is designed and built to at least the LEED certified level.
 6 The calculation of the bonus is based on the maximum allowable density of the
 7 zone in which the project is located. It will apply to all multifamily zones. And
 8 just a little bit more information about how that calculation works, under the
 9 development standards, the multifamily zones require at least a one acre site
 10 area. Therefore, with a 5% density bonus and the identified provisions for the
 11 rounding, any project within the R10 multifamily zone would be eligible for at
 12 least a bonus of one residential dwelling unit so really any project within any of
 13 the multifamily zones covered by the bonus would receive at least a one unit
 14 bonus. The density bonus of 5% is tied to the LEED green-rating system. LEED
 15 stands for leadership in energy and environmental design. It is the most widely
 16 recognized green building rating system in the world. There is only one LEED
 17 certified building in the city to date based on my research, which is the Skechers
 18 warehouse building, and it is certified at the Gold level. The Code Amendment
 19 was presented at the same public outreach meetings as the General Plan
 20 Amendment that you reviewed last month. As was mentioned, the feedback
 21 regarding energy efficiency at the public meetings was positive. There was some
 22 input from the public encouraging the promotion of energy efficiency and green
 23 building as an economic marketing tool, but just to summarize the density bonus
 24 under this Code Amendment is entirely incentive based. The requirements only
 25 apply if the developer would like to take advantage of the bonus incentive. On
 26 the dais, there is a memorandum dated with today's date as provided for and the
 27 approving documents related to this grant. Southern California Edison had the
 28 opportunity to review the language of the Code Amendment and yesterday they
 29 completed their review concurrent with the Staff Report going forward. They did
 30 have some comments on it more in the way it is organized. There is no
 31 substantive change to the text or what I've described in the presentation, so the
 32 intent is then for Staff recommending approval of Resolution 2015-33 with Exhibit
 33 A as amended by the attachment to this memorandum. With that, I'll open it up
 34 to questions of Staff.

35
 36

37 **COMMISSIONER COMMENTS**

38

39 **CHAIR LOWELL** – Thank you very much. Anybody have any comments or
 40 questions for Staff?

41

42 **COMMISSIONER VAN NATTA** – I do.

43

44 **CHAIR LOWELL** – Commissioner Van Natta, please.

45

1 **COMMISSIONER VAN NATTA** – I remember some previous conversation on
2 actually it was back when Skechers was being built and they were talking about
3 the LEED certified and said that LEED certification can't be obtained until after
4 the construction is complete and they do an inspection, so how can you get the
5 density bonus and add an additional dwelling unit if you can't get the LEED
6 certification until after it's built?

7
8 **SENIOR PLANNER CHRIS ORMSBY** – That's a very good question, and we
9 did take that into consideration. We actually have structured the ordinance so
10 that LEED certification itself is not required, but the building will be conditioned
11 through the entitlement process to be designed and reflected in the building plan
12 check that, in fact, it meets the LEED certified level. So it will be up to the
13 developer to actually receive the certification, but we feel that this particular
14 rating system is the best system to use because it leaves the potential for that
15 developer to obtain a well recognized designation for their property, which adds
16 economic value to it. So that's the reason we went with the LEED rating system.

17
18 **COMMISSIONER VAN NATTA** – So how then and who determines whether or
19 not this is going to meet LEED certification standards?
20

21 **SENIOR PLANNER CHRIS ORMSBY** – This language was also reviewed by
22 our Community Development Director and so it would be done by the Building
23 Division through the plan check process, so there would be conditions of
24 approval in the final conditions. There would be a requirement, in fact, that it
25 meets those provisions that get the design to a LEED certified level.
26

27 **COMMISSIONER GONZALEZ** – So it's synonymous if these conditions of
28 approval are abided by then it's synonymous with the LEED certification pretty
29 much; it's equal.
30

31 **SENIOR PLANNER CHRIS ORMSBY** – Right, right what really gets you to the
32 potential for a LEED certification is the design of these various features that are
33 brought into the project, so they are quantifiable and able to be reflected on the
34 building plans.
35

36 **PLANNING OFFICIAL RICK SANDZIMIER** – Okay, if I may, the purpose for the
37 bonus is to encourage projects to move towards more energy efficiency, so you
38 have to develop some sort of criteria, a target that you're aiming for. And so by
39 having the LEED program, which is a recognized program, as a target and you're
40 moving towards that, the best ability we have to achieve that target is to make
41 sure through the review process we're following those standards. Now
42 somebody could say, well we gave them a density bonus, they ended up
43 designing it all that way but they never actually got the LEED certification, should
44 we take the density bonus back? The answer would be, no, because they were
45 striving for the energy efficiency, which was the whole purpose for the program. I
46 don't think you want to penalize them, but we believe that if you design it in

1 accordance with LEED it should achieve the LEED standard. But it will be
2 incumbent upon the developer also to follow through to make sure that happens.

3
4 **CHAIR LOWELL** – Alright.

5
6 **COMMISSIONER VAN NATTA** – Okay so basically we’re telling the developer,
7 oh you just got to try.

8
9 **SENIOR PLANNER CHRIS ORMSBY** – No.

10
11 **COMMISSIONER VAN NATTA** – And if you don’t make it, you don’t get the
12 LEED certification, nothing is going to happen. Shouldn’t there be some sort of
13 a, I don’t know, a fine or some sort of a consequence if after they’ve completed
14 and they’ve gotten the bonus and they’ve gotten their extra units if they do not go
15 ahead and get the LEED certification afterwards if for some reason they don’t
16 qualify for it after the project is completed some sort of consequence if it wasn’t
17 met.

18
19 **SENIOR PLANNER CHRIS ORMSBY** – Well there are some cities that actually
20 have done that, a relatively small number, and the result is typically a rather
21 complex set of requirements in order to be able to monitor that and there is a lot
22 of administrative effort in following through on the part of Staff to make sure
23 these things are certified after the fact. If the project is designed to a LEED
24 certified level as Rick had indicated, the energy efficiency aspect of it has been
25 achieved. Southern California Edison also seems to concur with the language,
26 as amended here, so I think they feel that it achieves the purpose of what this
27 grant is for.

28
29 **PLANNING OFFICIAL RICK SANDZIMIER** – I would be a little concerned if
30 there was a penalty because you may end up inadvertently or unintentionally
31 getting people not to try because they’re going to say in order for me to try I
32 already have to spend extra effort. I maybe have to have some additional
33 expenses, I’m going to put certain things in, and then if I by no fault of my own
34 can’t get somebody to certify me now I got to pay a penalty. So I just think that
35 we may end up hurting ourselves and maybe nobody would even try if we put a
36 penalty on it.

37
38 **COMMISSIONER VAN NATTA** – But, at the same time, I think there should be
39 something in there that says that they are required to apply for the certification
40 once the project is complete. There would be a benefit I think to the City and to
41 attracting future development to be able to say we have X number of buildings
42 that are LEED certified at this level or at that level. So if they only build them to
43 the LEED standards and then they never go ahead and get the certification then
44 we don’t have that ribbon hanging on the building that says this is LEED certified
45 to verify that we did what we had set out to do.

46

1 **SENIOR PLANNER CHRIS ORMSBY** – Well we will have achieved what we set
2 out to do because the buildings will be not just more energy efficient but will have
3 incorporated green building measures that really go beyond what the code
4 currently requires. There is a cost to applying for LEED certification. So there is
5 a little bit of concern with requiring it on the part of larger projects because I
6 believe it's based on the size of the project. I think the ordinance would be
7 encouraging them to seek LEED certification.

8
9 **COMMISSIONER GONZALEZ** – Because this ordinance is more for having
10 green buildings, not necessarily seeking LEED certification. That was the intent.

11
12 **SENIOR PLANNER CHRIS ORMSBY** – That is correct.

13
14 **PLANNING OFFICIAL RICK SANDZIMIER** – I do want to say that I appreciate
15 Commissioner Van Natta's comments. I do. I think we're all going to strive for
16 that and, as Chris has indicated, we would be encouraging them to go that next
17 step and actually apply for the certification. It would be great if all of them
18 actually got the certifications and we did have the ribbons, the recognitions, the
19 plaques on the buildings but that's absolutely what our goal is and I believe that
20 would be consistent with what Edison is pushing for. So I think we're trying to get
21 to the place you're talking about.

22
23 **COMMISSIONER VAN NATTA** – Can't we at least put in there that they have to
24 apply for LEED certification?

25
26 **PLANNING OFFICIAL RICK SANDZIMIER** – Can I make a suggestion? This is
27 going to go to the City Council ultimately for the final decision. Can we take that
28 as a recommendation from the Planning Commission that that's an extra item
29 that you'd like us to put in the program? It would give us an opportunity between
30 now and the City Council Hearing to contact Edison and find out if there is any
31 concern with respect to that. We could do some research with what other cities
32 are doing without holding it up here because we are trying to meet a deadline in
33 terms of the Edison Grant that is funded through the end of this year. Then we
34 have to have everything wrapped up by March of next year, but we have to
35 expend all the money through December.

36
37 **COMMISSIONER VAN NATTA** – I just think it would be a stronger
38 recommendation if we made it part of the approval.

39
40 **DEPUTY CITY ATTORNEY PAUL EARLY** – In not having had a chance to
41 research this particular question, but I can tell you that right off the top of my
42 head, I have some nexus questions about conditioning a project to apply for a
43 third party certification that is secondary to the actual design that they're actually
44 doing. So I'm not sure, and I'm not saying we can't, but it does raise some
45 concerns to me about whether that would be a lawful condition to do to make
46 them, because that seems to be an issue for the City but not directly having to do

1 with the building because those criteria will have been met. But getting that third
2 party certification seems to be a secondary step that causes me a little bit of
3 discomfort in whether we could condition that or not.

4
5 **COMMISSIONER VAN NATTA** – I don't know. That's kind of like saying, well
6 as long as you do all the class work, you don't have to take the final exam.

7
8 **DEPUTY CITY ATTORNEY PAUL EARLY** – They do have to take the final
9 exam, but the final exam is administered by the City. The City is applying the
10 criteria.

11
12 **PLANNING OFFICIAL RICK SANDZIMIER** – Right.

13
14 **DEPUTY CITY ATTORNEY PAUL EARLY** – That's how I would.

15
16 **COMMISSIONER VAN NATTA** – You just don't get the diploma.

17
18 **CHAIR LOWELL** – Mr. Barnes.

19
20 **COMMISSIONER BARNES** – In my experience with builders and LEED, we run
21 into situations quite often where a builder will choose to build to LEED standards
22 but they just don't want to spend the large expense and time to get the
23 parchment to hang by the front door. They prefer to spend their money on the
24 upgrades necessary to achieve the LEED building standard and it goes through
25 plan check and all those things are quantifiable improvements that are reviewed
26 by City Staff and the building it built to that standard. The LEED certification is a
27 process that takes place after the fact and allows them to hang a plaque on the
28 front door that says they spent the \$200,000 to get the certification.

29
30 **COMMISSIONER VAN NATTA** – It also verifies, though, that we as a City have
31 done our job in making them build it to that standard.

32
33 **COMMISSIONER BARNES** – Well the Building Department in reviewing the
34 design of the building will force them to meet that criteria just like they are
35 required to meet all the other building criteria that are currently in the code.
36 Basically what they're saying is, if you don't want it, we're going to use Code A.
37 But, if you choose to get the Density Bonus, we're going to use Building Code B
38 which is building to a higher standard; more insulation, different roof materials,
39 different pavement materials. So I really don't think that there's an issue.

40
41 **CHAIR LOWELL** – It's the same idea as trying to build a house that's
42 seismically earthquake proof, but we don't have to put the house on a shake
43 table and shake it to pieces to prove that it's earthquake resistant. We are
44 building it towards a standard, but we don't have to prove the standard is there.
45 So if the City is setting goals saying we want you to be LEED certified or build

1 towards a LEED certification, it's a good goal, but I don't think making it
2 mandatory to prove it is a must on this one.

3
4 **COMMISSIONER VAN NATTA** – I just have a problem with setting a goal and
5 then not having a definitive way to establish the fact that we have met the goal.

6
7 **CHAIR LOWELL** – Yeah but you have calculations X amount of energy. The
8 energy calculations that are going to go into it, you can do the math behind it
9 without actually getting the letter grade on it.

10
11 **COMMISSIONER BARNES** – The City can enforce the rules. We just don't
12 necessarily have to force them to go to a private third party to pay for the piece of
13 parchment.

14
15 **COMMISSIONER GONZALEZ** – Which is the Green Building Council, I mean I
16 don't think we should....

17
18 **COMMISSIONER BARNES** – I think it's fine as it's written.

19
20 **COMMISSIONER VAN NATTA** – Okay.

21
22 **CHAIR LOWELL** – Commissioner Korzec.

23
24 **COMMISSIONER KORZEC** – I was going to agree with you Jeffrey. I think the
25 overall strategy is to build buildings that are better and encourage people to do
26 this and by saying you have to follow this rule and spend this money, I don't think
27 it's fair to people that are trying to improve their site. So I don't see that
28 parchment as being that important if they follow the criteria that's set down. To
29 me, it's good enough. I don't see the necessity of that piece of paper.
30 Encourage people to build better and more energy efficient buildings should be
31 the bottom line.

32
33 **CHAIR LOWELL** – I have some questions. Being that there are various levels
34 of LEED certification, we have LEED certification, we have Silver, Gold, and
35 Platinum, is there any reason or any thought to putting a tiered bonus that if you
36 go to just the LEED certification you get maybe like 3% bonus. But, if you go all
37 the way up to the Platinum, you get like a 6% bonus. So if you have a different
38 goal you can achieve the Platinum level you get a little extra incentive to go all
39 the way as opposed to just the bare minimum.

40
41 **SENIOR PLANNER CHRIS ORMSBY** – We did look at that and there are some
42 cities that have a little bit of a tier to it. I think the only concern that I saw with
43 that is sort of making the connection between what is a reasonable increase in
44 the density bonus relative to that next certified level. That's very hard to quantify
45 and so it seemed better to start out with a simpler approach with the certified

1 level and perhaps that's something a building block for a future green building
2 effort to look at that further and maybe expand on it.

3
4 **COMMISSIONER VAN NATTA** – I just have one further question while we're
5 talking about this. If the goal is to build to the LEED certified level without getting
6 the LEED certification when it comes to other types of buildings, and I'm thinking
7 specifically the World Logistics Center where they've said they're going to be
8 green buildings, they're going to be LEED certified like Sketchers was and so
9 forth. Are we going to also back off and say well as long as you tried to build
10 them to that level we don't have to go ahead and get the certification?

11
12 **PLANNING OFFICIAL RICK SANDZIMIER** – I'm trying to recall the specific
13 language in that World Logistics Center Specific Plan and I apologize I'm just
14 drawing a blank. I don't recall saying that we actually had to secure the LEED
15 certification. I believe the way it was structured in the Specific Plan, as I recall
16 maybe Mark can correct me if I'm wrong, was that they had to be designed to the
17 LEED criteria. I don't think it said they had to achieve. I don't think they had to
18 get the parchment as you're saying. We're going to try and look it up here on...

19
20 **DEPUTY CITY ATTORNEY PAUL EARLY** – Yeah I'm trying to see if I can find
21 it exactly too while we're talking, but that was my recollection as well. There is
22 no specific requirement that they obtain LEED certification.

23
24 **COMMISSIONER VAN NATTA** – Well I don't have a problem with both being
25 held to the same standards, I just didn't want to see us back off on something
26 now that might come back to bite us later.

27
28 **CHAIR LOWELL** – And I have a couple questions still. And this bonus only
29 applies towards multifamily units? Not single family, not commercial? It's
30 multifamily only?

31
32 **SENIOR PLANNER CHRIS ORMSBY** – Right, that's the way we had structured
33 our original response to the grant proposal was to focus on residential. We did
34 look at the possibility of applying it to single family, but it's really not feasible with
35 tract development and the way subdivisions work to condition those because
36 typically they're merchant builders. They come in later and do those, so to put a
37 condition on a tract map and then try to implement that seemed like it would be
38 difficult. So we decided just to focus on the multifamily for now. Again, perhaps
39 later, we would look at expanding that as part of the....

40
41 **CHAIR LOWELL** – Well, as a for instance, there is a project that Rick and I were
42 talking about.

43
44 **PLANNING OFFICIAL RICK SANDZIMIER** – Yes.

45

1 **CHAIR LOWELL** – Remember that project over off Eucalyptus they were talking
2 about where it is detached single family that they’re trying to change from a
3 quadplex to a single family? They had really narrow side yard setbacks. Would
4 that qualify as a multifamily or could that lead to incentive bonus be applied
5 towards that type of a project where they are detached single family but kind of
6 mimicking multifamily?

7
8 **PLANNING OFFICIAL RICK SANDZIMIER** – I’m not understanding your
9 question.

10
11 **CHAIR LOWELL** – There is really high...what I was asking is if this incentive
12 only applies to multifamily, multifamily residential buildings like apartment
13 complexes, quadplexes, duplexes that kind of thing, what if they are single family
14 detached like that project you and I were talking about and would that 5% bonus
15 could that be applied towards that type of a project where it’s not a specific tract
16 map like a conventional tract map but it’s a detached single family that kind of
17 mimics a multifamily?

18
19 **PLANNING OFFICIAL RICK SANDZIMIER** – My interpretation, or my
20 understanding, it would have to be a multifamily development. It would be
21 attached product. Unless I’m understanding that wrong.

22
23 **CHAIR LOWELL** – Is it zoning specific or is it?

24
25 **SENIOR PLANNER CHRIS ORMSBY** – It is zoning specific, so it is the R10
26 zone. If this was a PUD within the R10 zone, perhaps it could apply to that. But,
27 in general, it’s intended for multifamily within R10, R15, R20 and R30 zones.

28
29 **CHAIR LOWELL** – Okay and then....

30
31 **PLANNING OFFICIAL RICK SANDZIMIER** – In order to achieve the density in
32 the R10, the R15, the R20 and the R30 in order to get to the density area that
33 you’re looking for....

34
35 **SENIOR PLANNER CHRIS ORMSBY** – You have to go multifamily.

36
37 **PLANNING OFFICIAL RICK SANDZIMIER** – You most often are going to have
38 the attached product. Once you try and create the small lot subdivisions and use
39 the PUD you’re down at the lowest level usually of the density rating, so at an
40 R10 you’re usually closer to the eight dwelling as to the acre. So what we’re
41 trying to encourage here is you’re exercising the right for a density bonus, so
42 you’re going to have to be a little higher. I don’t know how they can lay it out. I’m
43 sure it is physically possible for them to try and do that, but understanding when
44 we read through this is that it was going to be multifamily attached product. That
45 would’ve been my read on it.

46

1 **CHAIR LOWELL** – And then that 5% bonus wouldn't affect lot setbacks and
2 minimum lot sizes and all that stuff, right? Because multifamily is one big lot. It
3 doesn't have individual lot lines.

4
5 **SENIOR PLANNER CHRIS ORMSBY** – That's correct. Those are one acre
6 minimum lot sizes.

7
8 **CHAIR LOWELL** – Thank you very much.

9
10 **PLANNING OFFICIAL RICK SANDZIMIER** – We did find the language in the
11 Specific Plan for the World Logistics Center said that all buildings in the World
12 Logistics Center have at least 500,000 square feet shall be designed to meet and
13 exceed the LEED certified status in accordance with LEED standard in criteria in
14 effect as of the date of the approval of the Specific Plan. But it doesn't say you
15 have to have the certificate.

16
17 **COMMISSIONER VAN NATTA** – Alright.

18
19 **CHAIR LOWELL** – Okay.

20
21 **COMMISSIONER VAN NATTA** – And this basically says the same thing but it's
22 on residential.

23
24 **CHAIR LOWELL** – Any other questions or comments? No? Would anybody
25 like to make a motion?

26
27 **COMMISSIONER GONZALEZ** – I'll make a motion. I move that the Planning
28 Commission approve Resolution No. 2015-33 as presented.

29
30 **CHAIR LOWELL** – We have a motion by Commissioner Gonzalez. We have a
31 second by Patricia Korzec. Please cast your votes.

32
33 **COMMISSIONER VAN NATTA** – Would that include the revised wording?

34
35 **DEPUTY CITY ATTORNEY PAUL EARLY** – Yeah, you said as amended.

36
37 **CHAIR LOWELL** – He said as presented. That should be as amended.

38
39 **DEPUTY CITY ATTORNEY PAUL EARLY** – I thought I heard amended.

40
41 **COMMISSIONER GONZALEZ** – As amended by the blue sheet.

42
43 **CHAIR LOWELL** – Perfect. Okay so we have all votes cast as amended and as
44 presented. Motion passes 7-0. Do we have a Staff wrap-up on this item?
45
46

1 Opposed – 0
2
3

4 **Motion carries 7 – 0**

5
6 **PLANNING OFFICIAL RICK SANDZIMIER** – This item is a legislative action,
7 which will be taken forward to the City Council as the next reviewing and
8 approving body.
9

10
11 **OTHER COMMISSION BUSINESS, STAFF COMMENTS, PLANNING**
12 **COMMISSIONER COMMENTS**

13
14 **CHAIR LOWELL** – Thank you. Any other Commission Business? Do we have
15 any Staff Comments or Commissioner Comments?
16

17 **PLANNING OFFICIAL RICK SANDZIMIER** – Staff Comments: We do not have
18 a meeting at the end of the month. I want to extend our warm wishes for happy
19 holidays through Christmas and the New Year. We will be reconvening in
20 January, and the proposal on the January 28th meeting the Agenda actually says
21 2015, so we need to adjourn tonight that we will actually be adjourning to 2016.
22 That's the only cleanup.
23

24 **CHAIR LOWELL** – I had one comment. We had an item tonight that was
25 continued from several meetings but it was kind of hard to recollect who was
26 seated. Is there any way that we could ask Staff to maybe send out an email to
27 include on an item that is continued who was seated and who was absent just for
28 ease and making the meeting go along a little more smoothly so we know who
29 should be seated and not seated?
30

31 **PLANNING OFFICIAL RICK SANDZIMIER** – We can do that. When that
32 occurs, we'll just put it into the Agenda in terms of which Commissioner should
33 be seated for that.
34

35 **CHAIR LOWELL** – Because it makes life a little more easy for us up here.
36

37 **PLANNING OFFICIAL** – I'm being counseled that that should only be applied to
38 Public Hearing Items.
39

40 **DEPUTY CITY ATTORNEY PAUL EARLY** – Yeah Public Hearing Items are the
41 only ones that that continuance rule applies to so.
42

43 **CHAIR LOWELL** – Okay.
44

45 **DEPUTY CITY ATTORNEY PAUL EARLY** – Non-Public Hearing Items would
46 be whoever is sitting up there.



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: March 1, 2016

TITLE: APPOINTMENT TO THE LIBRARY COMMISSION
(CONTINUED FROM FEBRUARY 16, 2016)

RECOMMENDED ACTION

Recommendations:

1. Appoint one member to the Library Commission with a term expiring June 30, 2017. The applicant that received the majority vote is Melissa Clark.
2. If vacancy is not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the position as vacant and carry over the current applications for reconsideration of appointments at a future date.

SUMMARY

Applications were accepted by the City Clerk's Office to fill a vacancy for the Library Commission. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointee will serve without compensation for a designated term.

DISCUSSION

The Library Commission has one vacant position with a term expiring June 30, 2017. The City Clerk's Office received two applications for this position. The applications were submitted by Melissa Clark and Toya Vick.

The Library Commission considers matters pertaining to the administration, operation, development, improvement and maintenance of library services within the City.

ALTERNATIVES

Choosing to fill the vacant position on the above-mentioned Commission will result in increased participation of Moreno Valley residents. This option is consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointment.

FISCAL IMPACT

N/A

NOTIFICATION

1. Posting of Notices of Opening
2. Publication of the agenda
3. Report and agenda emailed to applicants

PREPARATION OF STAFF REPORT

Prepared By:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

CITY COUNCIL GOALS

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

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/03/16 7:28 PM
City Attorney Approval	<u>✓ Approved</u>	2/04/16 8:11 AM
City Manager Approval	<u>✓ Approved</u>	2/04/16 9:33 AM

HISTORY:

02/16/16
Next: 03/01/16

City Council

CONTINUED



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: March 1, 2016

TITLE: APPOINTMENTS TO THE EMERGING LEADERS COUNCIL (ELC)

RECOMMENDED ACTION

Recommendations:

1. Staff recommends appointing the following applicants to the Emerging Leaders Council with terms expiring May 31, 2016: Alexis Castillo, Mary Linda Reza, and Patrick Samones.
2. If vacancies are not filled by a majority vote of the City Council, authorize the City Clerk to re-advertise the positions as vacant.

SUMMARY

This Report recommends that the Council make appointments to the Emerging Leaders Council. Applications were accepted by the City Clerk's Department to fill three vacancies with terms expiring May 31, 2016, and two alternate positions with terms expiring May 31, 2017. Appropriate time frames with respect to posting notices of vacancies were followed.

DISCUSSION

There are three vacancies with terms expiring May 31, 2016 and two alternate member vacant positions with terms expiring May 31, 2017. All Emerging Leaders Council members shall reside in Moreno Valley and serve without compensation for designated terms. In addition, all members shall be high school or college students aged 17-25.

The City Clerk's Department received three applications from the following applicants: Alexis Castillo, Mary Linda Reza, and Patrick Samones.

Per Mayor Dr. Yxstian A. Gutierrez's direction, staff City Clerk Jane Halstead and Management Analyst Shanna Palau conducted interviews of the candidates on February 1, February 2 and February 4, 2016. The candidates selected for recommendation to the City Council for appointments are: Alexis Castillo, Mary Linda Reza, and Patrick Samones.

The purpose of an Emerging Leaders Council is to identify students with the desire and potential to become community leaders, educate those students in local and regional government policies and activities, and focus their efforts on service in the Moreno Valley community.

The Emerging Leaders Council shall have the following power and duties: Increase young adult involvement within the community; Educate members and their peers on the responsibilities and importance of local government; Create opportunities for public discussion of issues of importance to the community's youth through meetings and workshops; Explore and identify issues and concerns of special importance to teens and young adults and communicate those issues to the City Council; Make recommendations to the City Council regarding youth-related programs, services, legislation, etc.; Encourage youth participation in community service programs and projects; Attend and participate in City-wide special events; Meet additional goals identified by the members of the Emerging Leaders Council; Solicit funds from private contributions, grants, sponsorships or participate in other fundraising opportunities; and Submit periodic status reports to the Mayor and City Council.

As provided in the City's Municipal Code, the appointees will serve without compensation for designated terms.

ALTERNATIVES

Members of the Council appointed boards, commissions, and councils serve in an advisory capacity to the City Council. Choosing to fill the positions on the Emerging Leaders Council (ELC) will result in increased participation of Moreno Valley residents which is consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

FISCAL IMPACT

N/A

NOTIFICATION

1. Posting of Notices of Openings
2. Publication of the agenda
3. Report and agenda emailed to applicants

PREPARATION OF STAFF REPORT

Prepared By:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

CITY COUNCIL GOALS

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

ATTACHMENTS

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/16/16 10:13 AM
City Attorney Approval	<u>✓ Approved</u>	2/16/16 1:27 PM
City Manager Approval	<u>✓ Approved</u>	2/17/16 3:00 PM



Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: March 1, 2016

TITLE: PA14-0042 – ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS. DEVELOPER – VILLA CAMILLE LP., SAN CLEMENTE, CA, 92673

RECOMMENDED ACTION

Recommendations:

1. Accept the Agreement and Security for Public Improvements for Villa Camille LP.
2. Authorize the Mayor to execute the Agreement.
3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.
4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

SUMMARY

This report recommends approval of the agreement by the City of Moreno Valley and Villa Camille LP, to construct the required public improvements that are located on the east side of Edgemont Street south of Eucalyptus Avenue for approximately 700 feet. The project is funded by Villa Camille LP.

DISCUSSION

On April 14, 2015, the Planning Commission of the City of Moreno Valley approved Plot Plan PA14-0042. The developer proposes to develop a 112 unit apartment project on 6.63-net acres of Assessor's Parcel Number 263-120-020 and 263-120-025. This project is located at the southeast corner of Eucalyptus Avenue and Edgemont Street.

Villa Camille LP, the developer of this project, has completed an Agreement for Public Improvements. The developer agrees to perform and complete all of the required public improvements within twenty-four (24) months of the date the agreement is executed. The public improvements include, but are not limited to: asphalt, base, curb, gutter, sidewalk, driveway approaches, street lights, striping, signage, and traffic signal modifications. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

The Conditions of Approval for this project require that the developer provide surety for the required improvements. Public improvements are to be constructed along the east side of Edgemont Street plus 20 feet wide segment of the southbound road, south of Eucalyptus Avenue for approximately 750 feet.

Accompanying the agreement is a Faithful Performance Letter of Credit in the amount of \$438,000 and a Material and Labor bond in the amount of \$219,000 issued by Philadelphia Indemnity Insurance Company.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative ensures the completion of all public improvements as required by the Conditions of Approval in a timely manner.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative would not ensure the completion of all public improvements as required by the Conditions of Approval in a timely manner.*

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

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

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

Concurred By:
Henry Ngo, P.E.
Interim Engineering Division Manager

CITY COUNCIL GOALS

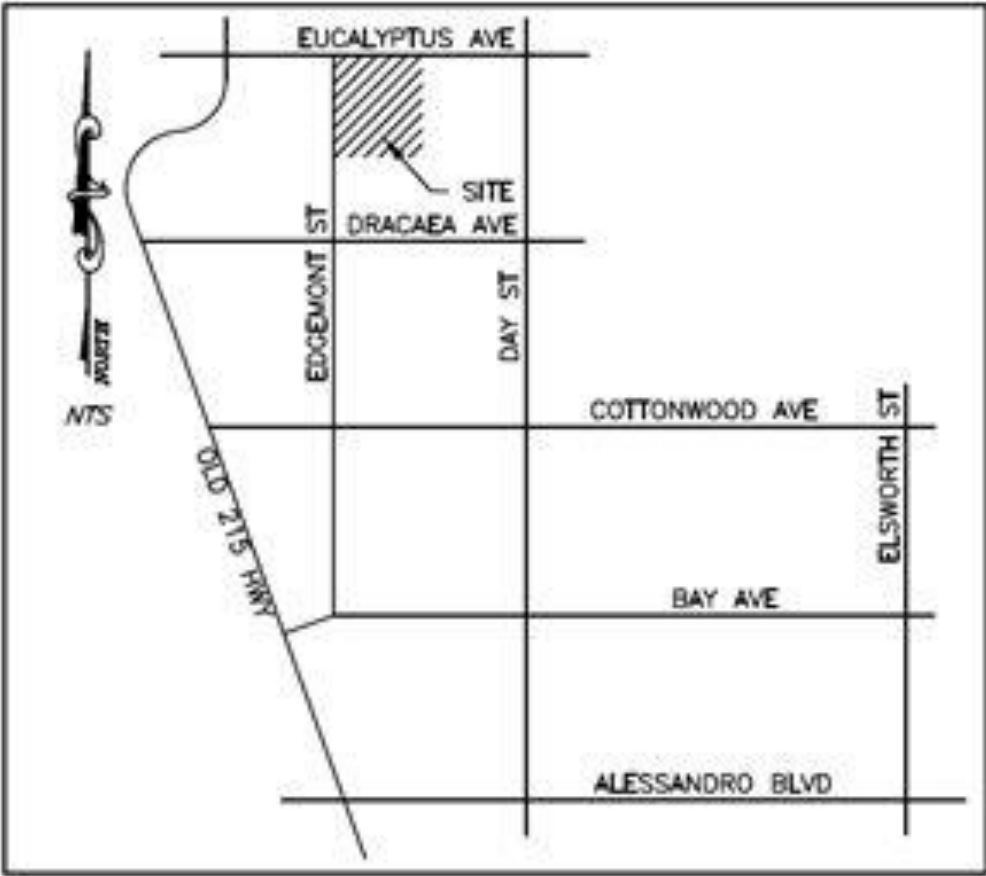
None

ATTACHMENTS

- 1. Vicinity Map for PA14-0042
- 2. PA14-0042 Agreement for Public Improvements
- 3. PA14-0042 Faithful Performance Bond
- 4. PA14-0042 Material and Labor Bond

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/17/16 5:14 PM
City Attorney Approval	<u>✓ Approved</u>	2/17/16 4:36 PM
City Manager Approval	<u>✓ Approved</u>	2/18/16 9:45 AM



CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PA14-0042

Attachment: Vicinity Map for PA14-0042 (1914 : PA14-0042 ? ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS)

**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PA14-0042**

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

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as PA14-0042 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 FOUR HUNDRED THIRTY EIGHT THOUSAND AND NO/100 Dollars (***\$438,000.00***). 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 HUNDRED NINETEEN THOUSAND HUNDRED AND NO/100 Dollars (***\$219,000.00***). 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. PA14-0042
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. PA14-0042
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. PA14-0042
PUBLIC IMPROVEMENTS**

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.

NINTH: 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. PA14-0042
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:
Villa Camille LP
940 Calle Negocio
Suite 200
San Clemente, CA, 92673

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

Date approved by the City: _____

VILLA CAMILLE LP:
Developer

By: _____



Signature

Robert T Lattanzio

Print/Type Name

President of KAYA Inc.

Title

By: _____



Signature

Robert Lattanzio

Print/Type Name

Secretary of KAYA, Inc.

Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

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

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

ACKNOWLEDGMENT

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


State of California
County of Orange)

On February 1, 2016 before me, Christine McCullick, a Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

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

State of California
County of Orange)

On February 1, 2016 before me, Christine McCullick, a Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



EXHIBIT "A"
ENGINEER'S ESTIMATE

1/26/16

PROJECT: PA14-0042

DATE: 01/21/16
PREPARED BY: Civil Landworks Co

PUBLIC PAVEMENT SECTIONS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF				
Roadway Excavation	840	C.Y.	29.00	24,360
A.B. Class II - Street 1	0.42	Thickness (ft.)		
	20496	S.F.	33.00	20,592
A.C. - Street 1	0.25	Thickness (ft.)		
	20496	S.F.	80.00	29,680
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 2	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	80.00	0
Street Work - DIF				
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 1	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 2	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	80.00	0
Street Work - TUMF				
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 1	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 1	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 2	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	80.00	0
Roadway Excavation	0	C.Y.	29.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	33.00	0
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	80.00	0
			SUBTOTAL:	74,632

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 2 of 8

11/1/16

PROJECT: PA14-0042

DATE: 01/21/16
PREPARED BY: Civil Landworks Co

PUBLIC STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15'	0	S.F.	3.25	0
A.C. Cap/Overlay	0	Ton	80.00	0
Slurry Seal (Based on \$150/Ton Type II)	0	S.Y.	2.25	0
Paving Fabric	0	S.Y.	1.20	0
Sawcut	0	L.F.	3.00	0
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
A.C. Berm - 6"	0	L.F.	10.00	0
A.C. Berm - 8"	0	L.F.	15.00	0
Adjust M.H. to Grade	1	EA.	800.00	800
Adjust Water Valve to Grade	3	EA.	400.00	1,200
Remove & Dispose Existing Pavement & Base	15176	SF	3.00	45,528
Remove Existing Curb & Gutter	0	L.F.	12.00	0
Concrete				
P.C.C. Paving - 6"	0	S.F.	6.50	0
P.C.C. Paving - 8"	0	S.F.	10.50	0
Curb and Gutter - 6"	552	L.F.	25.00	13,800
Curb and Gutter - 8"	0	L.F.	30.00	0
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	30.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	30.00	0
Curb Only - 6"	0	L.F.	20.00	0
Curb Only - 8"	0	L.F.	25.00	0
Curb Only - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	25.00	0
A.C. Curb 6"	0	L.F.	12.00	0
A.C. Curb 8"	0	L.F.	15.00	0
Cross Gutter and Spandrel	0	S.F.	10.25	0
Sidewalk	3815	S.F.	4.25	16,214
Sidewalk (DIF Street Name)	0	S.F.	7.00	0
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Median Stamped Concrete	0	S.F.	14.00	0
Driveway Approach - 6"	1100	S.F.	6.50	7,150
Driveway Approach - 8"	0	S.F.	10.50	0
Wheelchair Ramp	1	EA.	2,600.00	2,600
Alley Approach - 8"	0	S.F.	10.25	0
1/2 Alley Apron	0	S.F.	10.25	0
Barricade	0	L.F.	100.00	0
Bus Bay	0	EA.	15,000.00	0
Miscellaneous				
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Erosion Control	6	AC	5,000.00	30,000
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Reinforced P.C.C. Retaining Walls	0	C.Y.	780.00	0
Power Poles - Underground	4	EA.	6000.00	24,000
SUBTOTAL				141,292
Traffic Improvements (Plan Checked by Trans. Eng. Staff/Inspected by LDD Staff)				
Traffic Striping/raised pavement markers	1	L.S.	-	4,000
Traffic Striping (DIF Street -Perris Blvd)	0	L.S.	-	0
Street Name Sign	0	EA.	500.00	0
Stop Sign	2	EA.	200.00	400
Signs and Posts	11	EA.	200.00	2,200
Signs and Posts (DIF Street -Perris Blvd)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	8	EA.	100.00	800
Traffic Control	1	L.S.	4,000.00	4,000
Traffic Control (DIF Street Name)	0	L.S.	10,000.00	0
Traffic Signal PB-Adjust to Grade	0	EA.	800.00	0
Metal Guard Rail	0	L.F.	90.00	0
SUBTOTAL:				11,400
Bondable Street Work Only (Not Plan Checked but Inspected)				
Undergrounding of Utilities	475	L.F.	203.00	96,425
Cluster Mail Boxes	0	EA.	4,500.00	0

Relocate Mailbox	0 EA	350.00	0
Relocate Cluster Mailbox	0 EA	1,200.00	0
Monuments	3 EA	300.00	900
Relocate Trees	0 EA	2,500.00	0

1/1

SUBTOTAL: 97,325

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 3 of 8

EP 1/26/16

PROJECT: PA14-0042

DATE: 01/21/16
PREPARED BY: Civil Landworks Co

PUBLIC STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
100W HPSV or Equivalent (9,500 Lumens)	3	EA.	5,000.00	15,000
200W HPSV or Equivalent (22,000 Lumens)	0	EA.	6,000.00	0
250W HPSV or Equivalent	0	EA.	6,000.00	0
100W LED or Equivalent	0	EA.	5,000.00	0
145W LED or Equivalent	0	EA.	5,000.00	0
SPECIAL DISTRICTS SUBTOTAL:				15,000
Moreno Valley Utilities				
Electrical Utility Infrastructure	0	L.S.	50.00	0
MVU SUBTOTAL:				0
Water Quality Basin				
Landscaping	0	S.F.	6.00	0
Filtration Devices	0	EA.	0.00	0
Access Ramp PCC	0	S.F.	0.00	0
Low-Flow Pipe System	0	L.F.	0.00	0
Headwalls	0	EA.	0.00	0
Outlets	0	EA.	0.00	0
Risers	0	EA.	0.00	0
Forebay PCC	0	S.F.	0.00	0
Toe of slope protection PCC	0	S.F.	20.00	0
WQB SUBTOTAL:				0
Transportation Engineering (Plan Checked and Inspected by Transp. Eng. Staff)				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	50,000.00	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
TRANSPORTATION SUBTOTAL:				0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 4 of 8

1/21/16

PROJECT: PA14-0042

DATE: 01/21/16
PREPARED BY: Civil Landworks Co

PUBLIC STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	42	L.F.	160.00	6,720
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
39" Reinforced Concrete Pipe	0	L.F.	200.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
66" Reinforced Concrete Pipe	0	L.F.	375.00	0
72" Reinforced Concrete Pipe	0	L.F.	414.00	0
78" Reinforced Concrete Pipe	0	L.F.	459.00	0
84" Reinforced Concrete Pipe	0	L.F.	505.00	0
90" Reinforced Concrete Pipe	0	L.F.	557.00	0
96" Reinforced Concrete Pipe	0	L.F.	613.00	0
102" Reinforced Concrete Pipe	0	L.F.	671.00	0
108" Reinforced Concrete Pipe	0	L.F.	724.00	0
114" Reinforced Concrete Pipe	0	L.F.	785.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
8' X 10' Reinforced Concrete Box	0	C.Y.	1200.00	0
8' X 12' Reinforced Concrete Box	0	C.Y.	1400.00	0
2 - 72" Reinforced Concrete Pipe	0	L.F.	840.00	0
3 - 4' X 2' Reinforced Concrete Pipe	0	L.F.	461.00	0
	0		0.00	0
Manholes				
Manhole No. 1	2	EA.	5000.00	10,000
Manhole No. 2	0	EA.	7200.00	0
Manhole No. 3	0	EA.	8500.00	0
Manhole No. 4	0	EA.	10000.00	0
	0		0.00	0
Catch Basins				
Catch Basin (3.5')	1	EA.	3100.00	3,100
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (10')	0	EA.	6000.00	0
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	0	EA.	535.00	0
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (10') DIF Street Name)	0	EA.	6000.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 5 of 8

Handwritten signature and date: 1/26/16

PROJECT: PA14-0042

DATE: 01/21/16
PREPARED BY: Civil Landworks Co

PUBLIC STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	0	EA.	5500.00	0
Junction Structure	0	EA.	6500.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	4000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	5500.00	0
Concrete Collar (Grater than 48")	0	EA.	5000.00	0
Modified Junction Structure	0	EA.	15000.00	0
End Cap	0	EA.	1000.00	0
Drains				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		0.00	0
Miscellaneous				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Manhole Shaft	0		6000.00	0
Access Opening	0		15000	0
SUBTOTAL:				19,820

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 6 of 8

M 1/16

PROJECT: PA14-0042

DATE: 01/21/16
PREPARED BY: Civil Landworks Co

PUBLIC WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900	0	L.F.	25.00	0
6" PVC C-900	0	L.F.	30.00	0
8" PVC C-900	0	L.F.	35.00	0
10" PVC C-900	0	L.F.	40.00	0
12" PVC C-900	0	L.F.	60.00	0
16" PVC C-900	0	L.F.	90.00	0
18" PVC C-900	0	L.F.	135.00	0
20" PVC C-900	0	L.F.	180.00	0
	0	L.F.	0.00	0
Valves - Water System				
4" Gate Valve	0	EA.	715.00	0
6" Gate Valve	0	EA.	830.00	0
8" Gate Valve	0	EA.	1,340.00	0
10" Gate Valve	0	EA.	1,500.00	0
12" Gate Valve	0	EA.	2,300.00	0
16" Gate Valve	0	EA.	6,270.00	0
18" Gate Valve	0	EA.	14,300.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	990.00	0
10" Butterfly Valve	0	EA.	1,200.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,400.00	0
2" Air Vac Release	0	EA.	4,000.00	0
2" Backflow Preventor, Pad & Cover	0	EA.	4,300.00	0
4" Blow Off	0	EA.	3,500.00	0
6" Blow Off	0	EA.	4,000.00	0
	0		0.00	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	4,000.00	0
6" Super Fire Hydrants	0	EA.	4,500.00	0
	0		0.00	0
Services Connections				
1" Service	0	EA.	800.00	0
1" Service w/ 5/8" Service	0	EA.	2,000.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service	0	EA.	1,600.00	0
	0		0.00	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	0		200.00	0
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
	0		0.00	0
Water Meters - Water System				
5/8" Meter	0		230.00	0
1" Meter	0		320.00	0
1 1/2" Meter	0		420.00	0
2" Meter	0		525.00	0
	0		0.00	0
Hot Tap Connections - Water System				
6" Hot Tap	0	EA.	1,750.00	0
8" Hot Tap	0	EA.	2,200.00	0
12" Hot Tap	0	EA.	3,150.00	0
Hot Tap Service Clamp	0	EA.	1,000.00	0
Water Service	0	EA.	330.00	0
	0		0.00	0
Miscellaneous - Water System				
Thrust Block	0	CY	150.00	0

Jack & Bore
Joint at Existing 8"
Adjust Water Meter Box to Grade

0	L.F.	300.00	0
0	EA.	650.00	0
0	EA.	235.00	0
0		0.00	0
SUBTOTAL:			0

M 1/26/14

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 7 of 8

PROJECT: PA14-0042

DATE: 01/21/16
PREPARED BY: Civil Landworks Co

PUBLIC SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	0	L.F.	25.00	0
6" V.C. Pipe	0	L.F.	40.00	0
8" V.C. Pipe	0	L.F.	55.00	0
10" V.C. Pipe	0	L.F.	60.00	0
12" V.C. Pipe	0	L.F.	70.00	0
15" V.C. Pipe	0	L.F.	80.00	0
18" V.C. Pipe	0	L.F.	160.00	0
21" V.C. Pipe	0	L.F.	180.00	0
24" V.C. Pipe	0	L.F.	195.00	0
27" V.C. Pipe	0	L.F.	215.00	0
30" V.C. Pipe	0	L.F.	235.00	0
33" V.C. Pipe	0	L.F.	280.00	0
36" V.C. Pipe	0	L.F.	300.00	0
4" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	50	L.F.	35.00	1,750
10" SDR - 35	0	L.F.	45.00	0
12" SDR - 35	0	L.F.	54.00	0
15" SDR - 35	0	L.F.	90.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		0.00	0
Cleans Outs - Sewer System				
Clean-outs	0	EA.	730.00	0
Clean Out Lateral	0	EA.	200.00	0
	0		0.00	0
Manholes - Sewer System				
Standard Manhole 48"	1	EA.	3,140.00	3,140
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,300.00	0
Adjust Manhole to Grade	0	EA.	630.00	0
Tie Into Existing Manhole	0	EA.	2,100.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	1,500.00	0
Join Existing 12" Pipe	0	EA.	2,000.00	0
Pavement around MH	0	S.F.	14.00	0
	0		0.00	0
Miscellaneous - Sewer System				
Wyes	0	EA.	90.00	0
TV Sewer	0	L.F.	1.20	0
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
			SUBTOTAL:	4,890

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 8 of 8

Handwritten signature and date: 1/26/16

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION
BOND COMPUTATION SHEET

PROJECT: PA14-0042

DATE: 01/21/16
PREPARED BY: Civil Landworks Co

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	\$74,632
OFFSITE STREET WORK	:	\$141,292
SPECIAL DISTRICTS	:	\$15,000
MORENO VALLEY UTILITIES	:	\$0
WATER QUALITY BASIN	:	\$0
TRANSPORTATION ENGINEERING	:	\$0
STORM DRAIN SYSTEM	:	\$19,820
WATER SYSTEM	:	\$0
SEWER SYSTEM	:	\$4,890
TRAFFIC IMPROVEMENTS	:	\$11,400
MONUMENTS/OTHER	:	\$97,325

TOTAL COST (VALUE) OF IMPROVEMENTS: \$364,359

+20% CONTINGENCY: \$72,872

GRAND TOTAL: \$437,231

FAITHFUL PERFORMANCE SECURITY AMOUNT: \$438,000

LABOR & MATERIAL SECURITY AMOUNT: \$219,000

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

Villa Camille LP

February 3, 2016

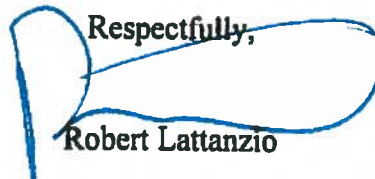
Liz Arriaga-J
Senior Administrative Assistant
Public Works
City of Moreno Valley
14177 Frederick St.,
Moreno Valley, CA 92553
p: 951.413.3110
e: liza@moval.org

RE: Improvements Agreement, Insurance Clarification

Dear Ms. Arriaga,

This letter is in response to the Agreement for Public Improvements for Villa Camille Apartments Moreno Valley, requirement for Worker's Compensation and Auto Policy Insurance. The owner of the property, Villa Camille Limited Partnership does not carry Worker's Compensation and Auto Insurance policies as this entity owns the property only and does not complete any physical work. In completing the improvements, the owner will hire subcontractors who will carry worker's compensation and auto insurance policies, as well as carry a City business license, pursuant to the City of Moreno Valley Policy.

Please call (949) 276-4402 or email robert@latcoenterprises.com if you have any questions.
Thank you

Respectfully,

Robert Lattanzio

Via email: liza@moval.org
guyv@moval.org

CERTIFICATE OF LIABILITY INSURANCE

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

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

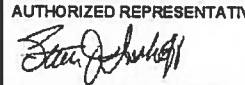
PRODUCER Imhoff Sunland/PacWestAlliance License # 0632759 2843 N. Maroa / P.O. Box 4579 Fresno, CA 93744 Imhoff Sunland Ins Serv, Inc.		CONTACT NAME: Imhoff Sunland Ins Serv, Inc. PHONE (A/C, No, Ext): 559-226-5191 FAX (A/C, No): 559-226-5197 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE INSURER A : Mt. Hawley Insurance Company <i>NR</i>	NAIC #
INSURED Villa Camille; A California Limited Partnership 940 Calle Negocio, Ste 200 San Clemente, CA 92673		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			MGL0182776	05/15/2015	11/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
MORENO VALLEY APARTMENTS: APN 263-120-020 & 263-120-025, Moreno Valley CA

CERTIFICATE HOLDER MOREVA3 City of Moreno Valley Public Works Department 14177 Frederick Street Moreno Valley, CA 92553	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

FAITHFUL PERFORMANCE BOND

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

Public Improvements \$438,000.00

Project No. PA14-0042

Bond No. PB11510900235

Premium \$10,950.00

Surety Philadelphia Indemnity Insurance Company

Principal Villa Camille LP

Address 251 S. Lake Ave., Suite 360

Address 940 Calle Negocio Suite 200

City/Zip Pasadena, CA 91101

City/Zip San Clemente, CA 92673

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and VILLA CAMILLE LP, (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 PA14-0042, 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 Philadelphia Indemnity Insurance Company, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of FOUR HUNDRED THIRTY EIGHT THOUSAND AND NO/100 Dollars (***\$438,000.00***), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

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

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

FAITHFUL PERFORMANCE BOND (Page 2 of 2)
PROJECT NO. PA14-0042

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on January 29, 2016.

NAME OF PRINCIPAL: Villa Camille LP
Company Name

AUTHORIZED SIGNATURE(S): By [Signature] President of KAPA Inc.
Name [Signature] Title Sec. of KAPA Inc.
Name Title

NAME OF SURETY: Philadelphia Indemnity Insurance Company
Company Name

AUTHORIZED SIGNATURE: [Signature]
Timothy D. Rapp ITS ATTORNEY-IN-FACT

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

Approved as to form:

Date: _____

City Attorney
City of Moreno Valley

ACKNOWLEDGMENT

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

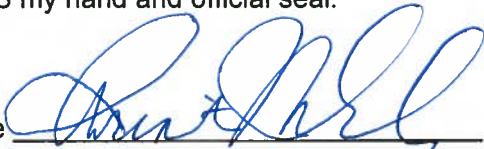
State of California
County of Orange)

On February 1, 2016 before me, Christine McCullick, a Notary Public
(insert name and title of the officer)

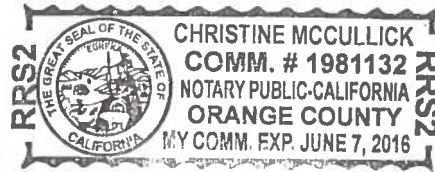
personally appeared Robert B. Lattanzio, as President of Kaya Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and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

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

WITNESS my hand and official seal.

Signature 

(Seal)



ACKNOWLEDGMENT

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

State of California
County of Orange)

On February 1, 2016 before me, Christine McCullick, a Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

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State of California
County of Orange)

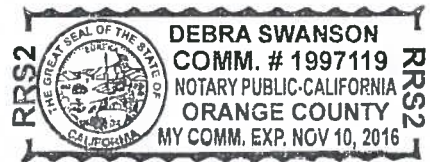
On January 29, 2016 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

personally appeared Timothy D. Rapp
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 Debra Swanson (Seal)



PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Douglas A. Rapp & Timothy D. Rapp of Rapp Surety & Insurance Services, Inc. its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

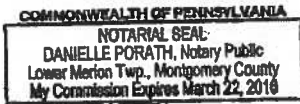
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29th day of January, 2016.

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



MATERIAL AND LABOR BOND

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

Public Improvements	<u>\$219,000.00</u>	Project No.	<u>PA14-0042</u>
Bond No.	<u>PB11510900235</u>	Premium	<u>Included in Performance Bond</u>
Surety	<u>Philadelphia Indemnity Insurance Company</u>	Principal	<u>Villa Camille LP</u>
Address	<u>251 S. Lake Ave., Suite 360</u>	Address	<u>940 Calle Negocio Suite 200</u>
City/Zip	<u>Pasadena, CA 91101</u>	City/Zip	<u>San Clemente, CA 92673</u>

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **VILLA CAMILLE LP**, (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 **PA14-0042**, 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 HUNDRED NINETEEN THOUSAND AND NO/100** Dollars (*****\$219,000.00*****), lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

MATERIAL AND LABOR BOND (Page 2 of 2)
PROJECT NO. PA14-0042

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on
January 29, 2016.

NAME OF PRINCIPAL: Villa Camille LP
Company Name

AUTHORIZED SIGNATURE(S):
[Signature] President of Kaya Inc.
Name Title
[Signature] Sec. of KAYA INC.
Name Title

NAME OF SURETY: Philadelphia Indemnity Insurance Company
Company Name

AUTHORIZED SIGNATURE: [Signature]
Timothy D. Rapp ITS ATTORNEY-IN-FACT

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

Approved as to form:

Date: _____

City Attorney
City of Moreno Valley

ACKNOWLEDGMENT

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


State of California
County of Orange)

On February 1, 2016 before me, Christine McCullick, a Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

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State of California
County of Orange)

On February 1, 2016 before me, Christine McCullick, a Notary Public
(insert name and title of the officer)

personally appeared Robert L. Lattanzio, as Secretary of Kaya Inc.,
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 *Christine McCullick* (Seal)



ACKNOWLEDGMENT

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State of California
County of Orange)

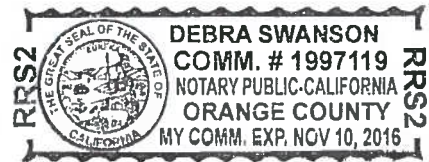
On January 29, 2016 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

personally appeared Timothy D. Rapp,
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 Debra Swanson (Seal)



PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

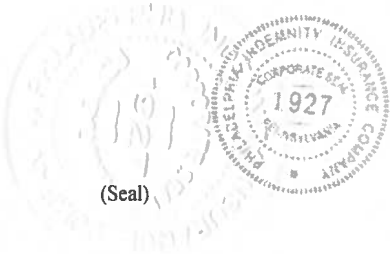
KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Douglas A. Rapp & Timothy D. Rapp of Rapp Surety & Insurance Services, Inc. its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

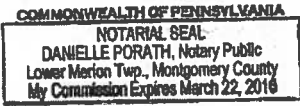
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29th day of January, 2016.

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY





Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: March 1, 2016

TITLE: PARCEL MAP 24351 – ADOPTION OF THE PROPOSED RESOLUTION FOR THE SUMMARY VACATION OF A PORTION OF FRANKHALE ROAD DESIGNATED AS LOTS ‘D’ AND LOT ‘E’ OF PARCEL MAP 24351 FRANKHALE ROAD EAST OF HILLMER COURT OWNERS: CHARLES R. PENUNURI AND JOSE A. DURAN AND LUCIA L. DURAN

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. 2016-07. A Resolution of the City Council of the City of Moreno Valley, California, Ordering the Summary Vacation of a Portion of Frankhale Road Designated as Lot ‘D’ and Lot ‘E’ of Parcel Map 24351 Located at the Easterly End of Frankhale Road East of Hillmer Court.
2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder’s office for recording.

SUMMARY

Parcel Map 24351 dedicated a portion of Frankhale Road to the City of Moreno Valley in January 1991. The Parcel Map consists of Parcels 1 through 3 and Lots A through F. Particularly, Lots D through F make up the portion of Frankhale Road that was dedicated to the City for public road and utility purposes. The City accepted the Offer of Dedication, but, did not accept Lots D through F into the publicly maintained road system. No roads or utility improvements exist within Lots D through F. The property owners of Parcels 1 and 2, immediately south of Lots D and E, have submitted an application to vacate Lots D and E.

DISCUSSION

Land Development staff reviewed the property owners' request for the vacation of a portion of Frankhale Road shown as Lots D and E of Parcel Map 24351. The City Council approved the summary vacation of Lot F of Parcel Map 24351 in February 2006 (Resolution 2006-16). No public improvements exist and no public money was expended for the maintenance of Lots D and E and they are unnecessary for present or prospective public use. Currently, all properties contiguous to Lot D and Lot E have access to local public roads and no public access is taken through the Lots. The City Council approval to vacate Lots D and E would abandon all of the City's rights to the Lots and the property would revert to the adjacent landowners of Parcels 1 and 2.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing a summary vacation of a portion of Frankhale Road designated as Lot D and Lot E of Parcel Map 24351 located at the easterly end of Frankhale Road east of Hillmer Court. *The easement is no longer, nor in the future will be, useful for road and public utility easement purposes.*
2. Do not adopt the proposed Resolution authorizing a summary vacation of a portion of Frankhale Road designated as Lot D and Lot E of Parcel Map 24351 located at the easterly end of Frankhale Road east of Hillmer Court. *Lot D and Lot E would remain as an easement for public road and utility purposes.*

FISCAL IMPACT

No fiscal impact

NOTIFICATION

Written notice has been given to the various utility companies. The public has been notified by publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Zara Terrell
Management Analyst

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

Concurred By:
Vince Giron
Associate Engineer

Concurred By:
Henry Ngo, P.E.
Interim Engineering Division

CITY COUNCIL GOALS

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

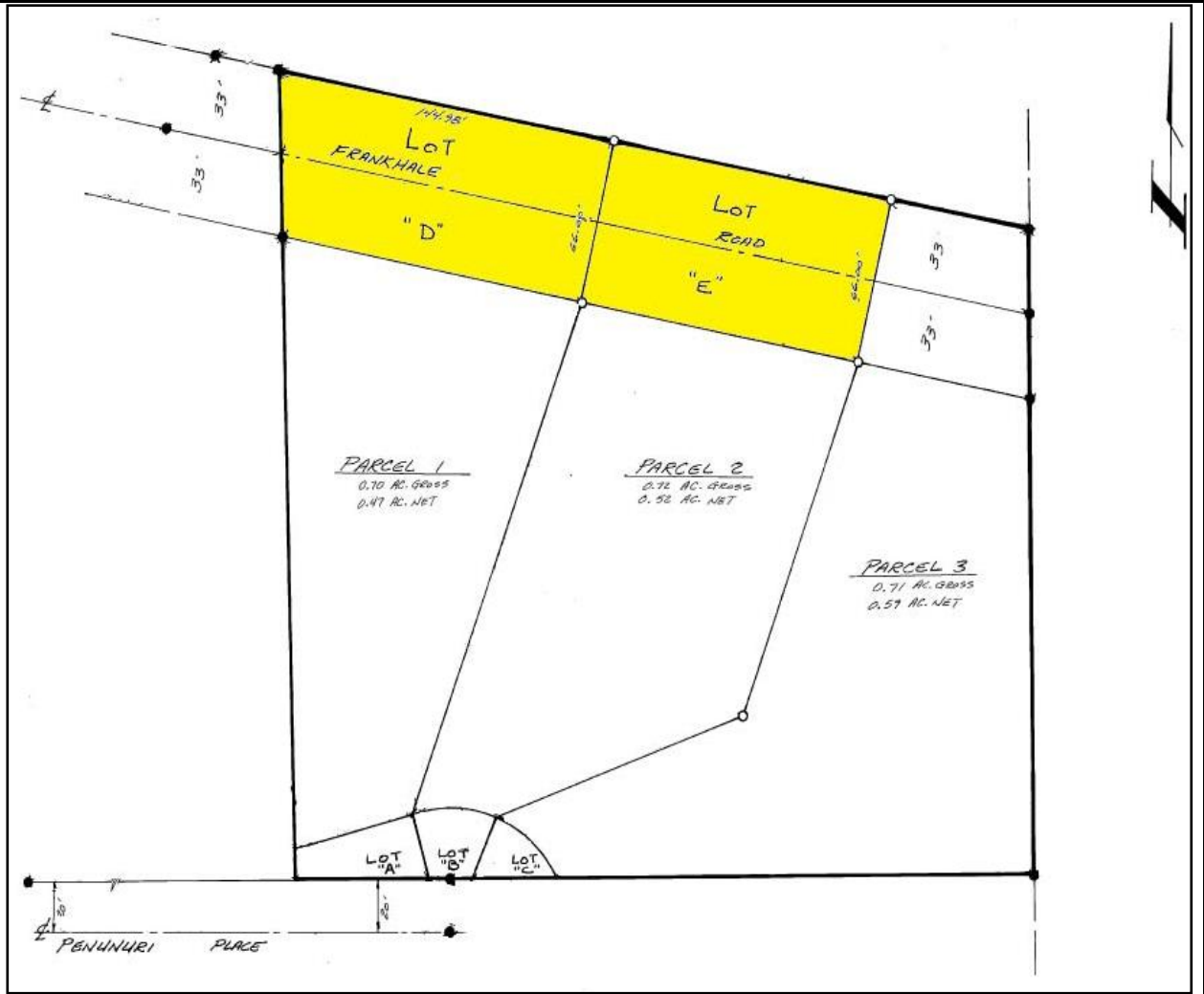
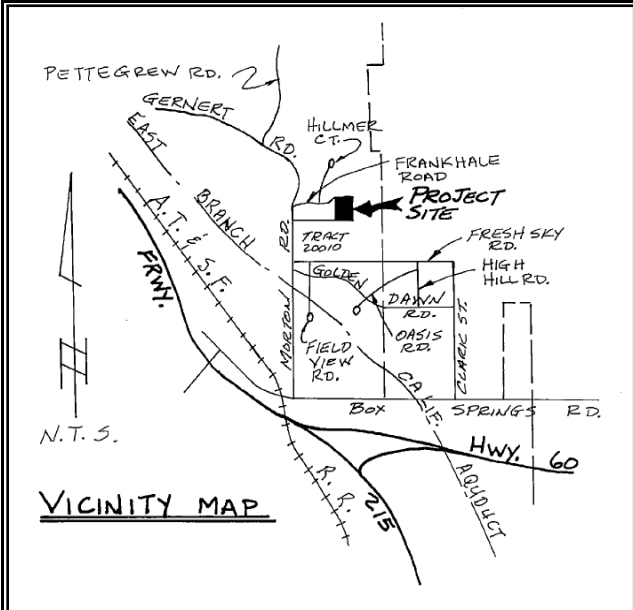
ATTACHMENTS

1. Vicinity Map - PM 24351

2. Resolution 2016-XX - PM 24351 Summary Vacation

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/12/16 2:35 PM
City Attorney Approval	<u>✓ Approved</u>	2/18/16 5:27 PM
City Manager Approval	<u>✓ Approved</u>	2/18/16 6:04 PM



CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT
Summary Vacation of Lots "D" and "E" of PM 24351

APN's: 256-150-022 and 256-150-023
(Not to Scale)

Attachment: Vicinity Map - PM 24351 (1913 : PARCEL MAP 24351 ? ADOPTION OF THE PROPOSED

RESOLUTION NO. 2016-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE SUMMARY VACATION OF A PORTION OF FRANKHALE ROAD DESIGNATED AS LOT 'D' AND LOT 'E' OF PARCEL MAP 24351 LOCATED AT THE EASTERLY END OF FRANKHALE ROAD EAST OF HILLMER COURT

WHEREAS, the City Council of the City of Moreno Valley, California, acquired an easement for road and public utility purposes located at the easterly end of Frankhale Road east of Hillmer Court; and

WHEREAS, this easement is no longer, nor in the future will be, useful for road and public utility easement purposes; and

WHEREAS, there are no public utility facilities that are in use that would be affected by the vacation; and

WHEREAS, no public improvements exist on said Lots D and Lot E; and

WHEREAS, no public money was expended for maintenance of right-of-way.

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

Section 1

The above recitals are incorporated herein.

Section 2

That pursuant to the provisions of Chapter 4, Part 3, of Division 9 of the Streets and Highways Code of the State of California, designated the "Public Streets, Highways and Service Easements Vacation Law," the following described portion of right-of-way is summarily vacated and abandoned:

That said portion of Frankhale Road designated as Lot D and Lot E as shown by Parcel Map 24351, recorded in Book 168 of Parcel Maps, Pages 80-81, records of the County Recorder's office of Riverside County, California.

Section 3

That pursuant to the provisions of Sections 831 of Title 3 and 1112 of Title 4, Part 2, Division 2 of the California Civil Code of the State of California, title to the above-described portion of Frankhale Road reverts to the owners of the underlying fee thereof, free from use as an easement for street and utility purposes.

Section 4

From and after the date this Resolution is recorded, the public service easement vacated no longer constitutes service easement.

Section 5

That the City Clerk if the City of Moreno Valley, California, shall cause a certified copy of this Resolution to be recorded in the office of the Recorder for the County of Riverside, California.

APPROVED AND ADOPTED this 1st day of March 2016.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

_____ City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF MORENO VALLEY)

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-07 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 1st day of March, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL



Report to City Council

TO: Mayor and City Council

FROM: Allen Brock, Community Development Director

AGENDA DATE: March 1, 2016

TITLE: SUSTAINABLE BUILDING POLICY FOR MUNICIPAL BUILDINGS

RECOMMENDED ACTION

Recommendation:

1. APPROVE Resolution No. 2016-08. A Resolution of the City of Moreno Valley, California, establishing a Sustainable Building Policy for New Municipal Buildings and Major Renovations of Existing Municipal Buildings

SUMMARY

This report recommends approval of a Resolution to establish a Sustainable Building Policy for municipal buildings. The policy will further the City's commitment to energy efficiency and green building, which has already been demonstrated through the incorporation of energy saving measures in new City municipal buildings and retro-fits. Establishing the policy will implement recommended energy efficiency measures identified in the City's Energy Efficiency and Climate Action Strategy.

DISCUSSION

On April 1, 2013, the City applied for and received funding from the Southern California Edison (SCE) Strategic Plan Strategies Phase 3 program. On February 11, 2014, the City Council accepted the SCE Local Government Strategic Plan Strategies funding for Phase 3 (i.e. referred to by SCE as a "strategic solicitation"). The strategic solicitation provided up to \$ 100,920 in funds to complete four tasks related to energy efficiency. One of the tasks under the SCE contract is to develop City policies for design and construction of future City buildings to Leadership in Energy and Environmental Design (LEED) standards. The proposed policy includes an exemption if design to a LEED certified level cannot be accomplished due to project costs or other constraints.

In developing the policy, City staff researched the policies of several other cities and counties identifying many throughout California with similar policies. Of the sustainable policies researched, the most directly applicable were the cities of Perris, Temecula, Irvine, and the County of Riverside. The cities with established policies have generally set a standard that City buildings comply with a green building rating system; LEED is the green building rating system most often used.

The LEED green building certification program is globally the most widely used green building system. The LEED system was developed by the non-profit U.S. Green Building Council (USGBC). LEED includes standards for energy efficiency, water efficiency, the indoor environment, and sustainable use of materials and resources. According to the U.S. Green Building Council's website, there are currently more than 72,500 LEED building projects located in over 150 countries and territories.

In developing the proposed policy, staff has determined that establishing LEED as a target standard for City buildings would further sustainable building goals, objectives and practices for City projects. Specifically, the policy proposed implements energy efficiency reduction measure B5 of the City's Energy Efficiency and Climate Action strategy, which calls for establishing a policy that mandates a green building rating system be used for City facilities. In addition, the proposed policy will further the reduction measure B1 to establish a standard for saving energy beyond Title 24 requirements for City facilities.

Public outreach and awareness are critical elements to the success of any program. The City can share information with the public about new municipal projects and major renovations on the City's G.R.E.E.N. web page (Getting Residents Energy Efficient Now). In carrying out the Tasks identified for the grant funds, community workshops were held. At the workshops, staff presented a PowerPoint to the public describing the program objectives and proposal for establishing a green building standard.

ALTERNATIVES

1. Approve the proposed policy as submitted. Staff recommends this alternative.
2. Do not approve the proposed policy. This alternative would not establish a target standard for energy efficiency in City buildings. Further, it would not implement recommended energy efficiency measures of the City's Energy Efficiency and Climate Action Strategy, and would not achieve the objectives set forth in seeking the SCE grant. Staff does not recommend this alternative. It is noted, however, that the decision not to approve the proposed policy would still satisfy the requirements under the contract with SCE to bring forward a sustainable building policy for City buildings for action by the City Council.

FISCAL IMPACT

The proposed policy does not have any direct fiscal impact. The policy provides the City with the discretion to exempt a project if it is determined that the project is unsuitable for the LEED rating system, and/or may include cost prohibitive upfront costs of building to the LEED certified level. An exempted project would be expected to incorporate all feasible and cost-effective green building strategies.

NOTIFICATION

Formal public notification was not required for the policy. The proposed policy was one of several tasks discussed at the public outreach meeting on November 2, 2015. In an effort to obtain additional input, the policy was also presented to the Environmental and Historical Preservation Board on November 9, 2015. The public input on this effort to consider a proposed City policy was well received.

PREPARATION OF STAFF REPORT

Prepared By:
Chris Ormsby
Senior Planner

Department Head Approval:
Allen Brock
Community Development Director

Concurred By:
Richard J. Sandzimier
Planning Official

CITY COUNCIL GOALS

None

ATTACHMENTS

1. Proposed Resolution
2. Exhibit A Sustainable Building Policy

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/12/16 2:24 PM
City Attorney Approval	<u>✓ Approved</u>	2/18/16 4:49 PM
City Manager Approval	<u>✓ Approved</u>	2/18/16 5:53 PM

RESOLUTION NO. 2016-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING A SUSTAINABLE BUILDING POLICY FOR MUNICIPAL BUILDINGS AND MAJOR RENOVATIONS

WHEREAS, the City of Moreno Valley seeks to promote green building efforts and policies that reduce energy and resource consumption; and

WHEREAS, sustainable or green building is a strategy that reduces energy and water use; and

WHEREAS, the City’s General Plan includes policies that encourage energy and water conservation; and

WHEREAS, the City’s Energy Efficiency and Climate Action Strategy includes recommended energy efficiency and sustainable building measures for City projects to reduce greenhouse gas emissions; and

WHEREAS, the City has incorporated feasible energy efficient measures into new City buildings and renovations consistent with the City’s Climate Action Strategy and Greenhouse Gas Analysis; and

WHEREAS, a growing number of cities in California and throughout the nation have adopted sustainable policies for municipal construction; and

WHEREAS, the U.S. Green Building Council’s Leadership in Energy and Environmental Design (LEED) program promotes “high performance” building practices, energy water and material conservation; environmentally preferred products and practices; improvements in employee health and productivity; and reductions in facility operation costs and environmental impacts; and

WHEREAS, the City reviewed the LEED rating system and determined it to be the most suitable standard to achieve a meaningful level of energy efficiency and other sustainable building measures in support of the City’s Climate Action Strategy.

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

SECTION 1. The City of Moreno Valley has reviewed and considered the proposal and finds that it is exempt from the requirements of the California Environmental Quality Act (“CEQA”) pursuant to Title 14 of the California Code of Regulations, Section 15308, Class 8 as an action by a Regulatory Agency for protection of the environment.

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Resolution No. 2016-~~08~~
Date Adopted: March 1, 2016

SECTION 2. FINDINGS

- A. Conformance with General Plan Policies – The Sustainable Building Policy (“Policy”) is consistent with the General Plan, and its goals, objectives, policies and programs, and with any applicable specific plan.

FACT: The proposed Policy is consistent with, and does not conflict with the goals, objectives, policies, and programs established within the General Plan. The proposed Policy is consistent with the policies of the General Plan and the City’s Energy Efficiency and Climate Action Strategy. The Policy implements an energy efficiency reduction measure, B5, of the City’s Energy Efficiency and Climate Action Strategy.

- B. Health, Safety and Welfare – The Energy Efficiency Municipal Code Amendment will not be detrimental to the public health, safety or general welfare.

FACT: The proposed Policy does not have the potential to adversely affect the public health, safety or welfare of the residents of the City of Moreno Valley or surrounding jurisdictions. The policy will establish a target standard for energy efficiency and sustainable building practices for new municipal buildings and major renovations, which exceeds Title 24 energy efficient requirements of the building code. The benefits will only improve the Health, Safety and Welfare with the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the City of Moreno Valley establishes the Sustainable Building Policy set forth in Exhibit A, attached hereto and incorporated herein, under which new municipal buildings and major renovations of municipal structures of 10,000 square feet or larger shall be designed and constructed at a minimum of the U.S. Green Building Council’s Leadership in Energy and Environmental Design (LEED) certified level unless a qualifying municipal building is deemed unsuitable for the LEED rating system as specified in the Policy.

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

Mayor of the City of Moreno Valley

2
Resolution No. 2016-08
Date Adopted: March 01, 2016

Attachment: Proposed Resolution [Revision 3] (1901 : SUSTAINABLE BUILDING POLICY FOR MUNICIPAL BUILDINGS)

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Proposed Resolution [Revision 3] (1901 : SUSTAINABLE BUILDING POLICY FOR MUNICIPAL BUILDINGS)

|

Resolution No. 2016-08 ³
Date Adopted: March 01, 2016

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-08 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 1st day of March, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: Proposed Resolution [Revision 3] (1901 : SUSTAINABLE BUILDING POLICY FOR MUNICIPAL BUILDINGS)

Resolution No. 2016-08 4
Date Adopted: March 01, 2016

Sustainable Building Policy for Municipal Buildings

This Sustainable Building Policy will further the City's commitment to energy efficiency and green building, which has already been demonstrated through the incorporation of energy saving measures in new City municipal buildings and retro-fits. The policy also implements an existing measure of the City's Climate Action Strategy, which identifies potential policies pertaining to the protection and conservation of regional environmental resources.

The policy shall incorporate by reference the latest version of the Leadership in Energy and Environmental Design (LEED) Rating System a nationally recognized standard to rate the performance of buildings and guide project design. The LEED rating system includes the following categories: sustainable site design, energy efficiency, water efficiency, indoor air quality, and materials and resources. These categories are used to determine what constitutes a sustainable building under this policy. The use of LEED reduces operating costs, enhances asset value, and optimizes building performance.

Municipal New Construction and Renovations

The policy sets a minimum standard of design for municipal buildings. All new municipal buildings and major renovations over 10,000 square feet of gross occupied space shall, except where policy exceptions are warranted as described below, be designed and constructed at a minimum of the U.S. Green Building Council's LEED certified level. This policy does not compel the City to obtain the actual LEED certification. For major renovations and retrofits, the LEED Guidelines for Existing Buildings (EB), or LEED for Commercial Interiors (CI) will apply.

Policy Exception

Buildings designed to the LEED standard will result in energy savings and a reduction in aggregate operational costs over the life of the project. In many cases, the upfront costs of designing and building to the LEED standard will not differ from conventional building methods. In other cases, the upfront costs of designing to a LEED standard can be recovered early on in the life cycle of the project. However, there could be circumstances for certain building types or project sizes which result in prohibitive upfront costs.

After a thorough analysis, a specific building may be exempted from the policy if it is determined to be unsuitable for the LEED rating system based on the discretion of the Public Works Director. An exempted project shall incorporate all feasible and cost-effective green building strategies.



Report to City Council

TO:

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

AGENDA DATE: March 1, 2016

TITLE: PA07-0048 (PARCEL MAP 35500) – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THOSE PORTIONS ON THE NORTH SIDE OF SAN MICHELE ROAD, EAST OF INDIAN STREET AND ON SAN CELESTE ROAD BETWEEN SAN MICHELE ROAD AND RIVARD ROAD ASSOCIATED WITH THIS PROJECT INTO THE CITY’S MAINTAINED STREET SYSTEM DEVELOPER - INDIAN AVENUE II LLC

RECOMMENDED ACTION

Recommendations:

1. Adopt Resolution No. 2016-09. A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Project PA07-0048 (Parcel Map 35500) and Acceptance of those Portions on the North Side of San Michele Road East of Indian Street and on San Celeste Road between San Michele Road and Rivard Road Associated with this Project into the City’s Maintained Street System.
2. Authorize the City Engineer to execute a 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

SUMMARY

This report recommends acceptance of the improvements associated with PA07-0048 (Parcel Map 35500) into the City’s maintained street system. The project is located on

the north side of San Michele Road at the proposed intersection with San Celeste Road approximately 600-feet east of Indian Street. This report also recommends authorizing the City Engineer to execute a 90% security reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% warranty portion of the Faithful Performance Bond in one year, subject to completion of any defective work during this period.

DISCUSSION

On October 25, 2007, the Planning Commission of the City of Moreno Valley approved Tentative Parcel Map 35500 (PA07-0048) for the development of a 423,112 square foot warehouse distribution facility. Tentative Parcel Map 35500 proposed to subdivide 19.71 net acres of two parcels into a single parcel to construct a warehouse distribution facility. The project is located on the north side of San Michele Road at the proposed intersection with San Celeste Road approximately 600-feet east of Indian Street and was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt concrete pavement, curb, gutter, sidewalk, driveway approaches, access ramps, signing and striping, street lights, electrical utility infrastructure, landscaping, water and sewer. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works Department/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body ("City Council"), by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of \$924,000 issued by International Fidelity Insurance Company. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this Staff Report. *This alternative will allow the City to be in compliance with the Streets and Highways Code Section 1806 (a) and (b) in becoming a public street or road. Accepting them into the city street system results in City maintenance as public streets.*
2. Do not approve and authorize the recommended actions as presented in this Staff Report. *This alternative will not allow the streets, per the Streets and Highways Code Section 1806 (a) and (b), to become a street or road for public*

use, and the City would not be able to maintain the streets and roads as public infrastructure to meet City Council’s Goals.

FISCAL IMPACT

The acceptance of these street improvements into the City’s maintained street system will create an additional fiscal impact to the street maintenance program of the City Fund 2000-Gas Tax, Fund 2001-Measure A, and Fund 2007-Storm Water Maintenance. Fund 2000 is restricted to the construction and maintenance of streets and roadways. Fund 2001 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. Street maintenance costs over a 20 year period are estimated to average almost \$12,000 per 13 foot wide lane mile per year. Based on the current street section being accepted of 1100 lane feet, the estimated annual costs is \$5,000. The street section also includes 5 additional street lights with an estimated annual operating cost of \$250 each. Currently no new funding source has been identified to fund these maintenance costs.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Zara Terrell
Management Analyst

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

Concurred By:
Hoang Nguyen
Associate Engineer

Concurred By:
Henry Ngo
Interim Engineering Division Manager

CITY COUNCIL GOALS

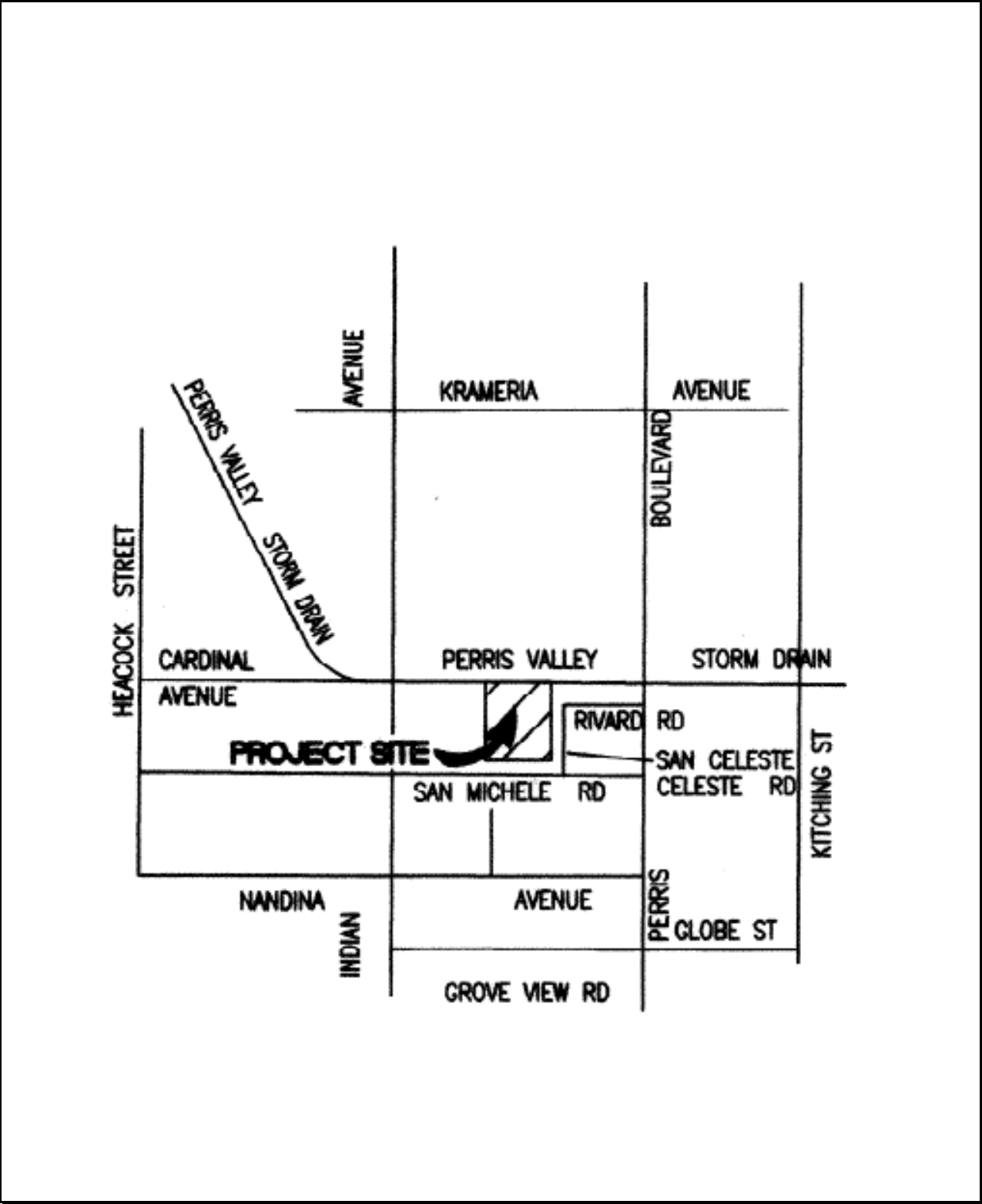
Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

ATTACHMENTS

- 1. Vicinity Map - PA07-0048 (PM 35500)
- 2. Resolution 2016-09 - PA07-0048 (PM 35500)

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/12/16 2:14 PM
City Attorney Approval	<u>✓ Approved</u>	2/18/16 5:37 PM
City Manager Approval	<u>✓ Approved</u>	2/18/16 5:53 PM



CITY OF MORENO VALLEY
 PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PA07-0048 (PM 35500)

Attachment: Vicinity Map - PA07-0048 (PM 35500) (1894 : PA07-0048 (PARCEL MAP 35500) ? REDUCE FAITHFUL PERFORMANCE BOND)

RESOLUTION NO. 2016-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PROJECT PA07-0048 (PARCEL MAP 35500) AND ACCEPTANCE OF THOSE PORTIONS ON THE NORTH SIDE OF SAN MICHELE ROAD EAST OF INDIAN STREET AND ON SAN CELESTE ROAD BETWEEN SAN MICHELE ROAD AND RIVARD ROAD ASSOCIATED WITH THIS PROJECT INTO THE CITY'S MAINTAINED SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by Indian Avenue II LLC on those portions on the north side of San Michele Road east of Indian street and on San Celeste Road between San Michele Road and Rivard Road associated with this project were constructed according to the approved plans on file with the City of Moreno Valley; and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner; and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within project PA07-0048 (Parcel Map 35500) and acceptance of those portions on the north side of San Michele Road east of Indian street and on San Celeste Road between San Michele Road and Rivard Road associated with this project into the City's maintained street system; and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the public improvements within PA07-0048 (Parcel Map 35500) are complete, and those portions on the north side of San Michele Road east of Indian street and on San Celeste Road between San Michele Road and Rivard Road associated with this project are accepted into the City's maintained street system.

Attachment: Resolution 2016-09 - PA07-0048 (PM 35500) [Revision 1] (1894 : PA07-0048 (PARCEL MAP 35500) ? REDUCE FAITHFUL

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

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2
Resolution No. 2016-09
Date Adopted: March 1, 2016

Attachment: Resolution 2016-09 - PA07-0048 (PM 35500) [Revision 1] (1894 : PA07-0048 (PARCEL MAP 35500) ? REDUCE FAITHFUL

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-09 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 1st day of March 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

3
Resolution No. 2016-09
Date Adopted: March 1, 2016

Attachment: Resolution 2016-09 - PA07-0048 (PM 35500) [Revision 1] (1894 : PA07-0048 (PARCEL MAP 35500) ? REDUCE FAITHFUL



Report to City Council

TO: Mayor and City Council

FROM: Mike Lee, Economic Development Director

AGENDA DATE: March 1, 2016

TITLE: OPERATING COVENANT AND AGREEMENT FOR M.R.S. BROWN, A LIMITED LIABILITY COMPANY, DBA HYUNDAI OF MORENO VALLEY

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Conduct a Public Hearing.
2. Adopt Resolution No. 2016-10. A Resolution of the City Council of the City of Moreno Valley, California, Accepting the Economic Development Subsidy Report prepared pursuant to Government Code Section 53083, regarding an Operating Covenant and Agreement between the City of Moreno Valley and M.R.S. Brown, LLC, a limited liability company, dba Hyundai of Moreno Valley.
3. Adopt Resolution No. 2016-11. A Resolution of the City Council of the City of Moreno Valley, California, approving the Operating Covenant and Agreement between the City of Moreno Valley and M.R.S. Brown, LLC, a limited liability company, dba Hyundai of Moreno Valley.
4. Authorize the City Manager to execute the Operating Covenant and Agreement and make related findings.

SUMMARY

New automotive sales dealerships are typically one of the highest sales tax generators for a municipality. Sales tax revenue generated from automotive sales goes directly into the general fund to be utilized for many essential city services. Securing a new automotive dealership is very competitive and oftentimes difficult due to various factors (e.g., carmaker corporate approvals, franchisee approvals, construction financing, Department of Motor Vehicle restrictions, market demands, competition from other

municipalities). Over the past several months, the Economic Development Department has been working diligently on bringing a new automotive sales dealership into the City, which when completed, will generate substantial revenues to the City.

This report recommends that the City Council convene a Public Hearing to accept public comment and consider staff recommendations to accept the Economic Development Subsidy Report and approve the Operating Covenant and Agreement for M.R.S. Brown, LLC, a limited liability company, dba Hyundai of Moreno Valley. The Economic Development Subcommittee reviewed this material and recommended approval at their February 11, 2016 meeting.

DISCUSSION

M.R.S. Brown, LLC, a limited liability company (“Company”) is proposing to develop a new state of the art Hyundai automobile sales dealership within the City at 27500 Eucalyptus Avenue, Moreno Valley, CA 92555 (see Attachments 1 and 2 for a site plan and dealership elevation). The Company is the Hyundai corporate franchise designee for this trade area. Over the past several months, the Company has been negotiating with the property owner, Trilogy, to purchase approximately 4.9 acres vacant parcel east of the Stoneridge Towne Center. Trilogy is also the owner of the Stoneridge Towne Center and has received approvals from the major anchors of the shopping center, Target and Kohl’s Department Store. Both Trilogy and major anchors are desirous to bring additional economic activity to the center.

The new dealership may generate substantial revenue for the City and create new jobs that might not otherwise be available to the community for many years. The development of this dealership will be the first new dealership that is built in the City of Moreno Valley in almost 12 years. Direct economic benefits to the City would include the payment of sales, property, business license gross receipts, and utility users’ taxes, plus indirect economic benefits would be achieved through local expenditures by employees.

In the current, competitive business attraction environment, cities often utilize incentives as tools to enhance the desirability of their location and to encourage prospective business tenants to locate there. For example, the City of Ontario executed a generous sales tax rebate to share up to 60% of substantial new sales tax revenues with QVC Corporation for forty-one years. Similarly, Moreno Valley executed a sales tax rebate in 2015 to share new internet sales tax revenues with Deckers Outdoor Corporation.

To incentivize and memorialize Company’s establishment of an automobile sales dealership in Moreno Valley, and to secure the recruitment and employment of Moreno Valley residents, staff proposes approval of a resolution (Resolution Approving the Operating Covenant Agreement between the City of Moreno Valley and M.R.S Brown, LLC - Attachment 3) and execution of the attached Operating Covenant and Agreement (“OCA” - see Attachment 4).

The OCA implements sales tax sharing, providing for covenant payments that are calculated based upon the dealership's sales tax generation. The OCA also reflects components of the Hire MoVal program. Following are the deal points of the OCA, if the City Council approves it as proposed:

1. The City would cooperate with Company to establish a new Hyundai automobile dealership within the City.
2. The City would rebate annual payments to Company based on the new sales tax revenues received by the City as a direct result of the Company's automobile and parts sales for the first four (4) years, or until a total of two hundred forty thousand dollars (\$240,000) is paid to Company from the City's portion of Sales Tax Revenues received as a consequence of the Dealership's operation as a Point of Sale in Moreno Valley.
3. The payments will be due annually, thirty (30) calendar days after the sales data for the preceding calendar year's four (4) quarters of sales activity is released.
4. The amounts of the payments shall be calculated as follows:
 - a. City shall retain the first sixty thousand dollars (\$60,000) each year of the City's portion of sales tax revenues received ("First Threshold").
 - b. City shall pay Company the City's portion of sales tax revenues received in excess of the First Threshold up to and including an amount that is one hundred twenty thousand dollars (\$120,000) received ("Second Threshold").
 - c. The balance of the City's portion of sales tax revenues exceeding the Second Threshold shall be retained by the City.
 - d. Upon completion of the four (4) year term of the agreement the City will retain all future sales tax received from the Company.
5. The Company will participate in Hire MoVal; it will recruit and employ at the dealership, and continue to employ for the duration of the OCA, at least thirty percent (30%) of full-time employees (minimum of six (6) full-time employees) that are Moreno Valley residents. Company shall provide written notification of compliance annually during the term of the OCA.
6. In the event the Company fails to comply with this component of the OCA, City shall only pay a pro rata share of the percentage amount of local residents hired by Company, based on a maximum of 30%.
7. The City will assist the Company with identifying qualified applicants who are residents of the City to support and maintain the 30% Moreno Valley resident employment during the OCA term. The City will utilize the Moreno Valley Employment Resources Center to assist the Company in the fulfillment of its obligation.

In compliance with Assembly Bill 562 (AB 562), which took effect on January 1, 2014, cities are required to provide an Economic Development Subsidy Report and conduct a

public hearing prior to adopting a resolution to approve any subsidies in excess of \$100,000. Since the value of the subsidy provided in the OCA is not to exceed \$240,000, an Economic Development Subsidy Report is included as Attachment 5. Staff has published a notice (see Attachment 6) and recommends that the City Council conduct a public hearing to accept public comment on the proposed economic development subsidy. Following the public hearing, staff further recommends that the City Council approve the proposed Resolution Accepting the Economic Development Subsidy Report (Attachment 7). The Economic Development Subcommittee reviewed this material and recommended approval at their February 11, 2016 meeting.

ALTERNATIVES

1. Conduct the Public Hearing and adopt the Resolutions approving the Economic Development Subsidy Report and Operating Covenant and Agreement as proposed. This alternative allows the development of the automobile sales dealership, creating new jobs and generating substantial new revenues to the City. *Staff recommends this alternative.*
2. Decline to conduct the Public Hearing and decline to adopt the Resolutions approving the Economic Development Subsidy Report and Operating Covenant and Agreement. *Staff does not recommend this alternative.*

FISCAL IMPACT

The OCA is not anticipated to result in any additional costs to the City's General Fund. The development of the project will create substantial **new** revenues to the City's General Fund in the form of sales, property, business license gross receipts, and utility users' taxes. Entering into the OCA ensures that sales, property, utility users, and other related taxes and City revenues generated by the Company will remain in the City for at least the OCA term.

Considering sales taxes alone, based on the current economic environment, it is estimated that the Company will generate approximately \$400,000 in new sales tax revenue to the City per year. Over the four year term of the agreement, it is estimated that this new dealership will generate more than \$1,600,000 in cumulative new sales tax revenue to the City. The sales tax revenue share to Company is limited to \$240,000 over the OCA's term. Any and all sales tax revenues after the initial four year term will be retained by the City.

Combined with property, business license gross receipts, and utility users tax revenues, the new dealership is estimated to generate revenue to the City, before the Company share is deducted, of \$1,870,000 in the first four years and over \$5,350,000 in ten years. After the \$240,000 deduction to the Company, the combined net revenue to the City is estimated to be \$1,630,000 during the OCA term and \$5,110,000 in ten years.

These assumptions are based on current economic conditions and will vary as many factors affect the national and local economy. The data is provided to demonstrate that the economic benefit of the OCA to the City will be significant in any event.

NOTIFICATION

Notice of the public hearing was published in the Press Enterprise on February 20, 2016. The notice was also posted on the City’s website.

PREPARATION OF STAFF REPORT

Prepared By:
Michele Patterson
Economic Development Manager

Department Head Approval:
Mike Lee
Economic Development Director

Concurred By:
Marshall Eyerman
Chief Financial Officer / City Treasurer

CITY COUNCIL GOALS

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

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

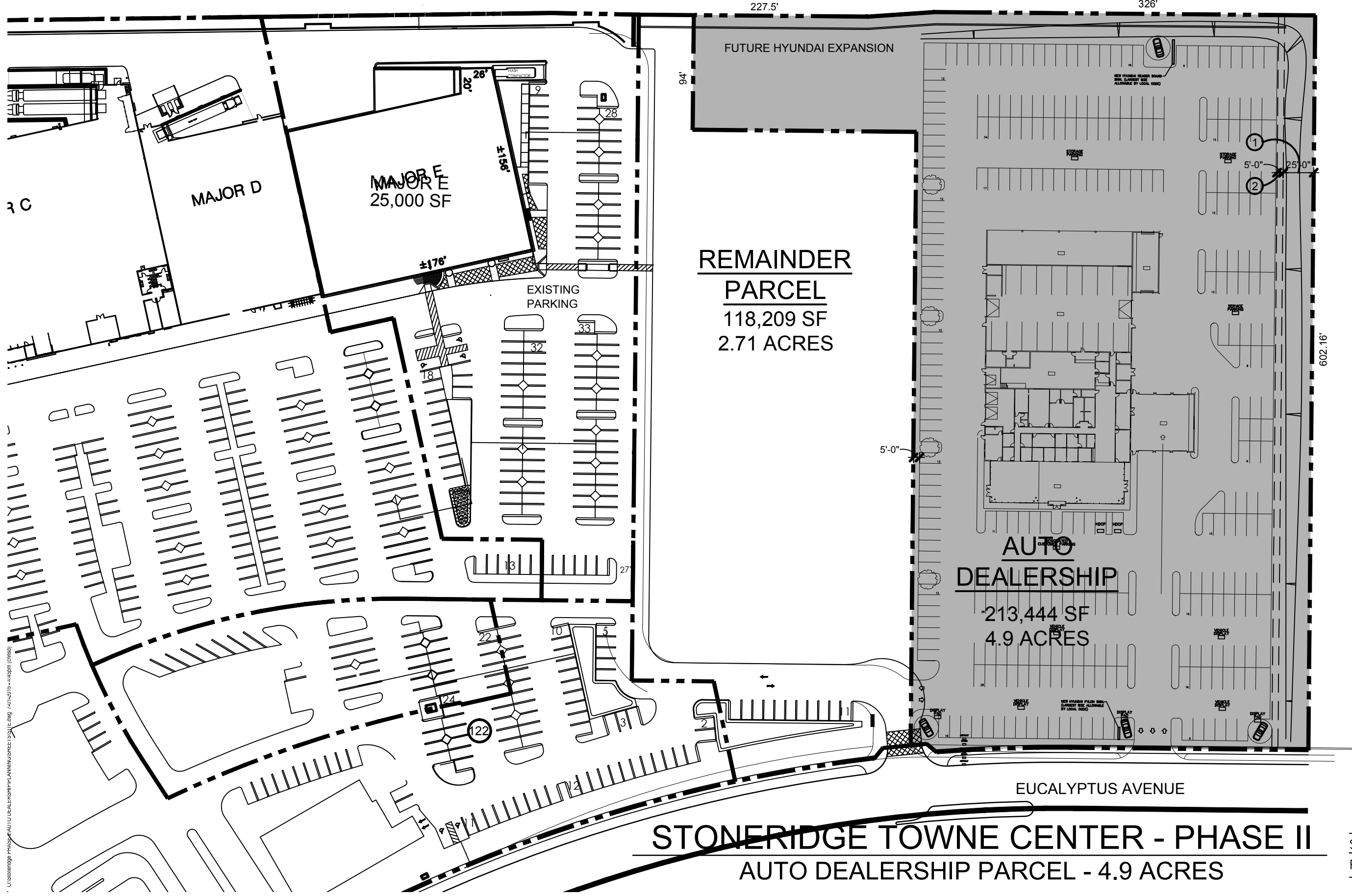
ATTACHMENTS

1. M.R.S. Brown Dealership Site Plan
2. M.R.S. Brown Dealership Elevation
3. MV HYUNDAI Resolution Approving the Operating Covenant Agreement
4. Operating Covenant and Agreement with M.R.S. Brown LLC
5. Economic Development Subsidy Report
6. Notice of Public Hearing - Operating Covenant and Agreement
7. MV HYUNDAI Resolution Accepting the Economic Development Subsidy Report

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/16/16 10:17 AM
City Attorney Approval	<u>✓ Approved</u>	2/18/16 8:17 AM
City Manager Approval	<u>✓ Approved</u>	2/18/16 9:58 AM

- ① EXISTING 25' EMWD EASEMENT
- ② PROPOSED ADDITIONAL 5' UTILITY EASEMENT TO BE GRANTED TO EMWD



4990 N Harbor Drive, Ste 201
 San Diego, CA 92106
 mail: 1220 Rosecrans Street #329
 San Diego, CA 92106
 tel: 619-297-8066
 web: www.noainc.com

STONERIDGE TOWNE CENTER - PHASE II
AUTO DEALERSHIP PARCEL - 4.9 ACRES

Scale NOT TO SCALE
 Revised 7-1-2015

C:\USDR008\PHASE II\AUTO DEALERSHIP\PLANNING\SITE PLAN\1928.dwg 4/11/2015 4:43pm (CNSA)





Attachment: M.R.S. Brown Dealership Elevation (1928 : OPERATING COVENANT AND AGREEMENT FOR M.R.S. BROWN, LLC, DBA HYUNDAI OF MORENO VALLEY)

RESOLUTION NO. 2016-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE OPERATING COVENANT AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND M.R.S. BROWN, LLC, DBA HYUNDAI OF MORENO VALLEY AND MAKING RELATED FINDINGS

WHEREAS, M.R.S Brown, LLC, a limited liability company, dba Hyundai of Moreno Valley ("Company"), a retailer of automobiles with worldwide distribution, is purchasing 4.9 acres of land on which to construct and operate an automobile sales and repair dealership of approximately 23,276 square feet (the "Facility") within the City of Moreno Valley, California ("City") at 27500 Eucalyptus Avenue, Moreno Valley, CA, 92555 (the "Property"); and

WHEREAS, the Facility will primarily operate as an automobile sales dealership with ancillary parts sales and repair services ("Dealership"); and

WHEREAS, Moreno Valley Municipal Code Section 5.02 requires every business within the City to pay an annual business license fee and a gross receipts tax as set by City Council resolution from time to time; and

WHEREAS, based upon the current intended use of the Facility, the City believes the activity at the Dealership should be classified in Category A: Wholesaling, Retailing, Private Utilities, Manufacturing for purposes of business license tax assessment; and

WHEREAS, the environmental impacts of the project were considered in an Addendum to the adopted Mitigated Negative Declaration for the Stoneridge Towne Centre project that was certified by the Planning Commission on March 9, 2006; and

WHEREAS, the incentives provided in the Operating Covenant and Agreement ("Agreement"), a copy of which is attached to this Resolution as Exhibit A, are intended to ensure Company establishes a new Dealership within the City; and

WHEREAS, if the Agreement is approved by the City Council, the start date of the economic development subsidy will be the date of commencement of operations at the Dealership, which is anticipated to occur in Fall 2016. The end date will be four (4) years after the start date or when a total of two hundred forty thousand dollars (\$240,000) is paid to Company from the City's portion of sales tax revenues received as a consequence of the Dealership's operation as a point of sale within the jurisdictional boundaries of the City, whichever occurs later ("Term"); and

WHEREAS, the economic development subsidy will be calculated annually based on Company's quarterly sales tax revenue and the incentive payments shall be

due annually, thirty (30) calendar days after the sales data for the preceding calendar year's four (4) quarters of sales activity is released; and

WHEREAS, the economic development subsidy incentive payment shall be calculated as follows:

1. The City shall provide annual payments ("City Payments") to the Company based on the City's portion of sales tax revenues received as a consequence of the Dealership's operation as a point of sale within the jurisdictional boundaries of the City for the Term. The payment will be calculated as follows:
 - a. City shall retain the first sixty thousand dollars (\$60,000) each year of the City's portion of sales tax revenues received ("First Threshold").
 - b. City shall pay Company the City's portion of sales tax revenues received in excess of the First Threshold, up to and including an amount that is one hundred twenty thousand dollars (\$120,000) received ("Second Threshold").
 - c. The balance of the City's portion of sales tax revenues exceeding the Second Threshold shall be retained by the City.

WHEREAS, Company agrees to employ City residents at a rate of at least 30% of its full-time workforce. Company shall meet the local hire requirement annually upon the anniversary of the date of commencement of operations. Company shall provide written notification of compliance with such requirement signed by an officer of the Company under penalty of perjury on or around the Commencement of Operations date and each anniversary of the Commencement of Operations date, and in any event within thirty (30) days of receiving a request therefor by the City. Company agrees to maintain such compliance during the period in which the Agreement is in effect. In the event Company fails to satisfy the 30% requirement in a particular year due to circumstances beyond its control, the City shall provide the Company with an opportunity to cure, which can be mutually approved by both parties. If Company fails to cure within the thirty (30) day period, City shall only be responsible to pay City Payments for the pro rata share of the percentage amount of local residents hired by Company, based on a maximum of 30%. This limitation shall apply on a year by year basis and in no event shall such limitation apply to any payments owed by City for a previous year; and

WHEREAS, City agrees to assist the Company's human resources staff with identifying qualified applicants who are residents of the City to support and maintain the thirty percent (30%) and at least six (6) full-time employees hiring requirement, during the period in which this Agreement is in effect. The City will utilize resources within the City of Moreno Valley Employment Resources Center to assist the Company in the recruitment and fulfillment of its obligation; and

WHEREAS, the City has determined that the establishment and operation of the new Dealership within the City will generate substantial revenue for the City, create new jobs, and result in community and public improvements that might not otherwise be available to the community for many years; and

WHEREAS, on March 1, 2016, the City Council of the City of Moreno Valley conducted a Public Hearing to consider the Agreement and concluded said hearing on that date; and

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

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

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. Findings.

- (a) Public Purpose. Entering into the Agreement serves a public purpose. As a result of this Agreement, the development of this facility will assist the City in the development of automobile sales space within Moreno Valley. This development will generate substantial revenue for the City, create new jobs, and result in community and public improvements that might not otherwise be available to the community for many years. The City anticipates additional revenues and job opportunities will result for the City and its residents. By bringing a business entity of this type into the community, there will be approximately 20 new jobs directly created, public and private improvements made, plus the energy and synergistic effect may stimulate additional growth and job opportunities within the community. Additionally, Company is a good public partner who will improve the City through civic and community involvement. Based upon these and other public benefits the City Council finds that the public purposes of the Agreement outweigh any private benefit to private persons or entities.

SECTION 3. Approve Agreement. The City Council hereby approves the Agreement in the form attached to this Resolution as Exhibit A. The City Council hereby authorizes the City Manager, with the concurrence of the City Attorney, to execute said Agreement. City Manager is hereby authorized to take any additional steps necessary to facilitate the intent of this action.

SECTION 4. CEQA Compliance. Pursuant to the California Environmental Quality Act ("CEQA") (Pub. Res. Code, § 21000 et seq.) and the State CEQA Guidelines (Cal. Code Regs, tit. 14 § 15000 et seq.), the environmental impacts of the

project were considered in an Addendum to the adopted Mitigated Negative Declaration for the Stoneridge Towne Centre project that was certified by the Planning Commission on March 9, 2006.

SECTION 5. Implementation. The City Manager or his or her designee is hereby authorized and directed to, on behalf of the City, execute any and all documents in accordance with this Resolution and applicable law.

SECTION 6. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 7. Certification. The City Clerk shall certify to the adoption of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-11 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 1st day of March, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

**OPERATING COVENANT AND AGREEMENT
BETWEEN THE CITY OF MORENO VALLEY AND
M.R.S. BROWN, LLC, DBA HYUNDAI OF MORENO VALLEY**

This Operating Covenant and Agreement (“Agreement”), is dated as of _____, 2016 and effective as of the Effective Date (defined below), is made by and between the City of Moreno Valley, a California municipal corporation (“City”) and M.R.S Brown, LLC, a limited liability company, dba Hyundai of Moreno Valley (“Company”), with the City and Company sometimes individually referred to herein as a “Party” and together, as the “Parties,” with respect to the following:

RECITALS

A. The Company has purchased or is about to purchase approximately 4.9 acres of property in the jurisdictional boundaries of the City located along State Route 60 east of Nason Street (the “Property”), address 27500 Eucalyptus Avenue, Moreno Valley, CA 92555, a legal description and depiction of which is attached hereto and incorporated herein by this reference as Exhibit “A”; and

B. The Company intends to develop a Hyundai brand automobile dealership (“Dealership”) on the Property, including for both new and used car sales, auto parts distribution, and repair services; and

C. Based on the City’s participation in the State’s “triple flip” program (in which local government share of sales tax was decreased by 0.25% and the State’s portion of sales tax was increased by 0.25%, among other changes), the City’s share of sales tax is currently 0.75% of the taxable sales that occur within the City; and

D. Irrespective of the rights and obligations under this Agreement, the Dealership will be a Point of Sale (as defined herein) that generates new sales taxes within the City; and

E. The Moreno Valley City Council finds that (i) it is of substantial benefit to the City and its residents for the City to obtain an operating covenant from Company for the operation of the Dealership, (ii) the Dealership will be a Point of Sale for the Company within the jurisdictional boundaries of the City and additional new sales tax revenue will be generated and additional employment created in connection with operation of the Dealership, and (iii) the receipt of additional sales tax not otherwise collectable by the City and creation of additional employment constitute valid public purposes for the City’s entry into and execution of this Agreement; and

F. In consideration for the Company’s agreement to be bound by this Agreement, the City has agreed to make certain payments to the Company and moreover, the Parties acknowledge that the amount of each City payment hereunder is a fair exchange for the consideration actually furnished to the City by the Company during each fiscal year of the City in which such payment is made; and

G. The City has determined that each City payment to be made hereunder has been calculated so that it will not exceed the resources available to make the payment, and that in no event shall the City be indebted to Company for any aggregate payment herein provided; and

H. The purpose and intention of the City in making payments to the Company is set forth as follows: (i) to memorialize certain terms of the Company's operation of the Dealership within the jurisdictional boundaries of the City after construction of any and all improvements that shall comprise the Dealership and any ancillary facilities or buildings, and after the City's issuance of a Certificate of Occupancy ("COO Issuance") for all such improvements (put another way, City payments shall be made only after all improvements are constructed to completion and after COO Issuance); (ii) for the Dealership to remain a Point of Sale for the Company within the City after COO Issuance; and (iii) to further the well-being of the City's residents by enhancing local employment opportunities and expanding the City's tax revenue base; and

I. The City Council has, prior to approving this Agreement, made findings as required by Government Code section 53083 with respect to the beneficiary, nature, term, public purpose and amount of the economic development subsidy provided by this Agreement as well as the benefits, projected tax revenues and estimated number of jobs to be created as a consequence of this Agreement. Such information is posted on the City's internet website and will remain posted for the term of this Agreement. The City Council has provided public notice and conducted a public hearing prior to approving this Agreement as required by Government Code section 53083; and

J. The Parties acknowledge that no financial assistance provided to the Company by the City under this Agreement shall serve as any incentive or inducement for Company to establish its business operations within the jurisdictional boundaries of the City, nor shall such assistance be used in any way by the Company toward purchase of any real property upon which the Dealership will be situated nor for construction of the Dealership or any part thereof. The Company also hereby acknowledges that it is entering into this Agreement upon its own volition without any incentive whatsoever made by City, as it has determined that it is a sound decision for the Company.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT AND COVENANT

ARTICLE I

SUBJECT OF AGREEMENT

Section 1.01. Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 1.02. Purpose of Agreement. The purpose of this Agreement is to effectuate the economic goals of the City by (i) memorializing certain terms of the Company's operation of the Dealership within the City after construction of any and all improvements that shall comprise the Dealership and any ancillary facilities or buildings, and after the COO Issuance for all such improvements (put another way, City payments shall be made only after all improvements are constructed to completion and after COO Issuance); (ii) ensuring that the Dealership remains a Point of Sale for the Company within the City after COO Issuance; and (iii) providing an incentive for the Company's employment of City residents, in accordance with the City's Hire MoVal Incentive Program adopted by the City Council on April 28, 2015, through Resolution 2015-28. The operation of the Dealership on the Property pursuant to this Agreement, and the fulfillment generally of the requirements of this Agreement, are in the vital and best interests of the City and the welfare of the City's citizens, and in accord with the provisions of applicable federal, state and local law. No portions of the City Payments (as defined in Section 2.02(a) of this Agreement) received by the Company are permitted to be utilized toward Company's acquisition of the Property or construction of the Dealership or any portion thereof.

Section 1.03. Effective Date. This Agreement shall not take effect nor be binding or impose any obligations on, or confer any rights or benefits to, either Party until the Effective Date, as defined in Section 1.04 below.

Section 1.04. Definitions. The following words or phrases shall have the meanings ascribed to them in this section.

(a) "Affiliate" means any entity which is: (i) owned or controlled by the Company, or under common control with the Company; (ii) shares the same management as the Company; or (iii) created by the Company or the Company's management. For purposes of this definition, "control" means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting rights, membership, the power to appoint members, directors, trustees or management, whether by contract or otherwise.

(b) "Commencement of Operations" shall mean the date of COO Issuance. Sales Tax Revenues sharing between the Company and the City shall commence on the Commencement of Operations date, in accordance with Section 2.02 of this Agreement.

(c) "Default" has the meaning as described in Section 3.01.

(d) "Effective Date" shall be the Commencement of Operations.

(e) "Force Majeure" means any act of God (including fire, flood, earthquake, storm, lightning strike, tornado, volcanic eruption, hurricane or other natural disaster), labor strike or lockout, act of the public enemy, war (declared or undeclared),

insurrection, riot, or explosion that: (i) prevents one Party from performing any of its obligations under this Agreement; (ii) could not reasonably be anticipated as of the date of this Agreement; (iii) is not within the reasonable control of, or the result of negligence, willful misconduct, breach of contract, intentional act or omission or wrongdoing on the part of the affected Party (or any subcontractor or affiliate of that Party); and (iv) by the exercise of due diligence the affected Party is unable to avoid or overcome (provided that nothing in this clause iv shall be construed so as to require a Party to accede to or agree to any provision not satisfactory to it to settle and terminate a strike or lockout). Force Majeure shall not include changes in the financial condition of a Party, changes in market conditions or changes in financial profitability of the transactions contemplated by this Agreement.

(f) "Point of Sale" means a place where a retail (as defined by California Board of Equalization Law in Section 6007) transaction is completed as described in Recital D.

(g) "Sales Tax Law" means the Bradley Burns Uniform Local Sales and Use Tax, California Revenue & Taxation Code section 7200 *et seq.*

(h) "Sales Tax Revenues" means that portion of taxes derived from the imposition of the Sales Tax Law with respect to all businesses and activities conducted for the Dealership, including any direct retail sales as well as California E-Commerce sales, which taxes are actually received by the City and are legally available for unrestricted use by the City's general fund.

Section 1.05. City Land Use Approvals. Nothing in this Agreement shall be construed to grant City approval for the construction or operation of the Dealership. The City retains all of its discretionary approval authority regarding such matters, including but not limited to review pursuant to the California Environmental Quality Act ("CEQA," California Public Resources Code section 21000 *et seq.*).

ARTICLE II

OPERATING COVENANT

Section 2.01. Company Obligations

(a) The Company shall use its good faith and commercially reasonable efforts to operate a new Hyundai brand automobile dealership at the Property by December 31, 2017. Such operations shall be maintained for the duration of the Term, as defined in Section 2.02(a) of this Agreement.

(b) The Company shall, within fifteen (15) days after the Commencement of Operations date, provide written notice of such to the City.

(c) The Company shall ensure that the Dealership shall remain as a Point of Sale for the Company within the City only after construction of any and all improvements that shall comprise the Dealership and any ancillary facilities or buildings, and only after COO Issuance, for the duration of the Term.

(d) The Company shall recruit and employ and continue to employ for the duration of the Term at least thirty percent (30%) and at least six (6) full-time employees, of its workforce from City residents.

(e) All City Payments, as defined in Section 2.02(a), received by the Company shall be utilized toward Company's payment of the salaries of employees hired pursuant to Section 2.01(d) of this Agreement. If any amounts that comprise City Payments should remain after payment of such salaries, Company may utilize those costs toward other operational costs. In no event shall Company use City Payments for any other purposes.

(f) The Company, on its behalf and on behalf of its successors-in-interest and its Affiliates, hereby waives its right to protect against disclosure of the information contained in its California state sales and use tax returns (but solely for the limited purpose of determining compliance with the terms of this Agreement). The Company hereby further authorizes the release of such information by the State of California to the City, and will cooperate with the City as necessary to obtain such release. Upon written request of the City, Company shall within twenty-one (21) days of the request also provide to the City copies of the Company's and its Affiliates' California state sales and use tax returns evidencing sales and the payments of sales and use taxes that are the subject of this Agreement. The provisions of this subsection shall survive the expiration or sooner termination of this Agreement for a period of eighteen (18) months.

(g) The foregoing subparagraphs of this Section 2.01 are hereinafter referred to in this Agreement as the "Covenant."

Section 2.02. City Obligations

(a) City Payments.

- i. Subject to Section 5.02 of this Agreement, the City shall make annual payments to Company of an amount measured by the amount of new Sales Tax Revenues received by the City as a direct result of the Company's automobile and parts sales for the period, commencing on the Effective Date and continuing for a period of four (4) years or until a total of two hundred forty thousand dollars (\$240,000) is paid to Company from the City's portion of Sales Tax Revenues received as a consequence of the Dealership being operated as a Point of Sale within the jurisdictional boundaries of the City, whichever occurs later ("Term"). The payments shall be due annually, thirty (30) calendar days after the

sales data for the preceding calendar year's four (4) quarters of sales activity is released. The amounts of the payments shall be as follows:

1. The City shall provide annual payments ("City Payments") to the Company of the City's portion of Sales Tax Revenues received as a consequence of the Dealership operating as a Point of Sale within the jurisdictional boundaries of the City for the Term. The payment will be calculated as follows:
 - a. City shall retain the first sixty thousand dollars (\$60,000) each year of the City's portion of Sales Tax Revenues received ("First Threshold").
 - b. City shall pay Company the City's portion of Sales Tax Revenues received in excess of the First Threshold up to and including an amount that is one hundred twenty thousand dollars (\$120,000) received ("Second Threshold").
 - c. The balance of the City's portion of Sales Tax Revenues exceeding the Second Threshold shall be retained by the City.
 2. City Payments shall continue annually in accordance with this Section 2.02, until a total amount of two hundred forty thousand dollars (\$240,000) is paid to Company from the City's portion of Sales Tax Revenues received as a consequence of the Dealership being operated as a Point of Sale within the jurisdictional boundaries of the City.
- ii. Notwithstanding anything else to the contrary, the City Payments due hereunder shall be payable from any source of funds legally available to the City. The determination of the source of funds for the City Payments shall be in the sole and absolute discretion of the City. The Company acknowledges that the City is not making a pledge of Sales Tax Revenues, or any other particular source of funds. Sales Tax Revenues are used merely as a measure of the amount of City Payments due hereunder and as a means of computing the City's payment obligation. Notwithstanding anything else to the contrary, the City's obligation to make City Payments provided for herein is contingent upon actual receipt by the City of the Sales Tax Revenues derived from operation of the Dealership, which revenues are paid to the City by the State of California; moreover, Company acknowledges the same. The City shall not be obligated to make any payments hereunder if Sales Tax

Revenues are not actually received by the City from the State of California.

- iii. City Payments shall be made only for those years in which the Company is in compliance with the Covenant and other material terms of this Agreement. The failure of the City to make any payment required by this Agreement because of any Default (as defined in Section 3.01 hereof) by Company in complying with the Covenant or other requirements of this Agreement shall not cause acceleration of any future payments by the City to Company beyond the date of such Default.

Section 2.03. Conditions Precedent; Company

(a) The obligations of the Company as set forth in Section 2.01 of this Agreement are contingent upon satisfaction or written waiver by the Company of each of the following:

- (i) The Company has secured approval of all plans and specifications, if necessary, for the proposed operation of the Dealership and has been issued all required permits, licenses and entitlements therefor.
- (ii) There is no litigation challenging the validity of any provision of this Agreement or that may have a material adverse effect on the Property or the Dealership, the Company's intended operations or use thereof, or the City's payment obligations prescribed in Section 2.02 of this Agreement.

Section 2.04. Conditions Precedent; City

(a) The obligations of the City to make City Payments to Company are contingent upon satisfaction or written waiver by the City of each of the following:

- (i) The Company shall operate the Dealership as a Point of Sale for the Company and its Affiliates within the jurisdictional boundaries of the City pursuant to the Sales Tax Law, as of the Effective Date.
- (ii) The Company has secured approval from the City for all land use entitlements,, permits, licenses, plans and specifications, if any, required for the construction and operation of the Dealership and has paid all necessary fees to entitle Company to the issuance of permits therefor.
- (iii) The Company has recruited and will have employed and continues to employ for the duration of the Term, at least thirty percent (30%) and at least six (6) full-time employees of its workforce from City residents.

(iv) The Company has performed and complied in all material respects, with all terms, agreements, and covenants required by this Agreement to be performed or complied with by Company within the time periods required hereunder.

(v) There is no litigation challenging the validity of any provision of this Agreement or that may have a material adverse effect on the Property or the Dealership, the Company's intended operations or use thereof, or the City's payment obligations prescribed in Section 2.02 of this Agreement.

ARTICLE III

DEFAULTS AND REMEDIES

Section 3.01. Event of Default. The occurrence of any or all of the following shall constitute a default ("Default") under this Agreement:

(a) The Company's failure to comply with any material term of the Covenant or this Agreement.

(b) The City's failure to comply with any material term of its obligations pursuant to Section 2.02 hereof or of this Agreement.

(c) The filing of a petition in bankruptcy by or against the Company or appointment of a receiver or trustee for the Company, or an assignment by the Company for the benefit of creditors, or any adjudication that the Company is insolvent by a court of competent jurisdiction, and failure of Company to cause such petition, appointment or assignment to be removed or discharged within sixty (60) days from the date of such filing, appointment, assignment or adjudication.

(d) An unapproved assignment that would have otherwise required approval of the City pursuant to Section 4.01.

Section 3.02. Cure and Default. In the event of any Default as provided in Section 3.01 occurs, the nondefaulting Party shall give written notice to the defaulting Party. The defaulting Party shall immediately commence and diligently thereafter pursue curing the Default within thirty (30) days after receipt of notice. Failure to cure a Default within such thirty (30) day period shall constitute a breach of this Agreement; provided, however, that if a Default as specified in Section 3.01(a) or 3.01(b) cannot reasonably be completed within such thirty (30) day period, such failure shall not be a breach so long as such Party promptly commences to cure within thirty (30) day period and thereafter diligently prosecutes such cure to completion.

Section 3.03. Limitation of City Remedies. Nothing herein is intended to limit or restrict whatever specific performance or other equitable remedies either Party may have in accordance with applicable law; provided, however, that notwithstanding

any other provision of this Agreement, the City shall not have the remedy of specific performance to enforce the Company's Default of the Covenant, or any portion thereof.

Section 3.04. Termination. Notwithstanding anything to the contrary contained in this Agreement, Company and the City shall have the on-going right to terminate this Agreement: (i) upon six (6) months written notice pursuant to which Company shall repay fifty percent (50%) of the City Payments received through the effective date of termination, if the termination occurs prior to the date that is the third (3rd) anniversary of the Effective Date or (ii) in the event any third party brings any such action challenging the validity of this Agreement, or any term thereof, or the operation of the Dealership as a Point of Sale within the jurisdictional boundaries of the City, subject to Company's obligation to defend and indemnify the City pursuant to Section 5.05 of this Agreement. All such obligations shall survive any termination of this Agreement. Either Party may upon the Default of the other Party, after expiration of all applicable notice and cure periods, and in addition to pursuing all remedies otherwise available to it, terminate this Agreement and all of its obligations and rights hereunder without cost, expense or liability to itself.

ARTICLE IV

ASSIGNMENT

Section 4.01. Prohibition against Assignment of Agreement.

(a) The qualifications and identity of the Company are of particular concern to the City. It is because of these unique qualifications and the identity of the Company that the City has entered into this Agreement. No voluntary or involuntary successor-in-interest of the Company shall acquire any rights or powers under this Agreement, except as expressly set forth herein.

(b) Except as otherwise provided in this Agreement, Company shall not assign all or any part of this Agreement without prior written approval of the City which shall not be unreasonably withheld, delayed or conditioned.

(c) The Company may, subject to the prior written approval of the City Council, assign this Agreement to a separate ownership entity, which would assume all of the obligations of Company hereunder and which would assume all of the business related activities of Company.

(d) The Company may, with thirty (30) days prior written notice to the City, but without the City Council's prior consent, assign this Agreement to a subsidiary or Affiliate of the Company. In addition, Company may, with thirty (30) days prior notice to the City, but without the City's prior consent, assign this Agreement to an entity with which Company or the parent of Company or any subsidiary or Affiliate of Company might merge or consolidate. Moreover, the Company preserves its right to assign this

Agreement to any entity that retains control over the Company via an asset acquisition or stock sale.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.01. Compliance With Bradley-Burns Uniform Local Sales and Use Tax Law. The Company shall carry out the operation of its automobile sales, parts sales, and automobile repair transactions through the Dealership in conformity with the Sales Tax Law.

Section 5.02. Local Hiring Requirement. The Company shall recruit and employ at the Dealership and continue to employ for the duration of the Term, at least thirty percent (30%) of full-time employees and at least six (6) full-time employees that are City residents. The term “full-time employee” as used herein means an employee that works at least 1750 hours per year performing tasks directly related to the products or services of the Company. At all times during the term of this Agreement commencing on the Effective Date, Company shall meet and continue to meet the local hire requirement prescribed herein. Company shall provide written notification of compliance with such requirement signed by an officer of the Company under penalty of perjury on or around the Effective Date and each anniversary of the Effective Date, and in any event within thirty (30) days of receiving a request therefor by the City.

(a) Notwithstanding the default provisions set forth in Article III of this Agreement, in the event the Company fails to comply with the requirements set forth in Section 2.01(d) of this Agreement in any calendar year due to circumstances beyond its control, the City shall provide the Company with an opportunity to cure the Default. If Company fails to provide City with an explanation of its attempt to cure within the thirty (30) day period the City shall be entitled to a recapture of a pro-rata share of City Payments or sales tax sharing payments for that particular year, as follows: if Company fails to comply with the requirements set forth in Section 2.01(d) of this Agreement, City shall only be responsible to pay City Payments for the pro rata share of the percentage amount of local residents hired by Company, based on a maximum of 30%. By way of example only, if Company should only reach 15% of the local hire requirement, the City shall pay Company half of the annual City Payments obligation that would otherwise be owed to Company. By way of further example, if Company should only reach 10% of the local hire requirement, the City shall pay Company one-third of the annual City Payments obligation that would otherwise be owed to Company. The limitations set forth in this Section shall apply on a year by year basis and in no event shall such limitation apply to any payments owed by City for a previous year.

(b) The City agrees to assist the Company's human resources staff with identifying qualified applicants who are residents of the City to support and maintain the thirty percent (30%) and at least six (6) full-time employees hiring requirement, during the period in which this Agreement is in effect. The City will utilize

resources within the City of Moreno Valley Employment Resources Center to assist the Company in the recruitment and fulfillment of its obligation.

Section 5.03. Notices. All notices under this Agreement shall be given in writing by personal delivery, by certified mail or registered United States mail, return receipt requested, postage prepaid, addressed as set forth below. Either Party may change its address by giving written notice thereof to the other in accordance with the provisions of this section.

CITY: City of Moreno Valley
Attention: City Manager
14177 Frederick Street
Moreno Valley, CA 92553

Copy to: City of Moreno Valley
Attention: City Attorney
14177 Frederick Street
Moreno Valley, CA 92553

HYUNDAI OF MORENO VALLEY: Hyundai of Moreno Valley
27500 Eucalyptus Avenue
Moreno Valley, CA,
Attention: Mr. Mike Brown

Copy to: Hyundai of Moreno Valley
27500 Eucalyptus Avenue
Moreno Valley, CA,
Attention: General Counsel

Section 5.04. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Company concerning the subject matter hereof, and supersedes all prior agreements and understandings whether written or verbal. This Agreement may not be modified or amended except in a writing signed by the Parties.

Section 5.05. Indemnity. The Company shall defend (with representation of Company's choosing and acceptable to the City), indemnify and hold harmless the City, its elected officials, officers, employees and agents (collectively, "City Parties") from and against any and all third party claims, losses, proceedings, damages, causes of action, liability, cost and expenses (including reasonable attorneys' fees) arising from or in connection with or caused by an act, omission or negligence of Company and its contractors, agents and employees in connection with this Agreement, including, but not limited to, claims regarding the validity of this Agreement, and the operation of the Dealership as a Point of Sale within the jurisdictional boundaries of the City, except to the extent arising as a result of the City's negligence or willful misconduct. The City shall fully cooperate in the defense of any such actions and, upon the written request of

Attachment: Operating Covenant and Agreement with M.R.S. Brown LLC (1928 : OPERATING COVENANT AND AGREEMENT FOR M.R.S.

Company, shall provide to Company such documents and records in the possession of the City that are relevant to such actions. Notwithstanding anything else herein or to the contrary, Company shall defend (with representation of Company's choosing and acceptable to the City), indemnify and hold harmless the City Parties from and against any and all third party claims, losses, proceedings, damages, causes of action, liability, cost and expenses (including reasonable attorneys' fees) arising from or in connection with or caused by failure to pay prevailing wages under the Labor Code during the course of construction of the Dealership or any portion thereof.

Section 5.06. Force Majeure. The time for performance of any obligation hereunder shall be extended by any period of delay caused by Force Majeure provided the Party claiming the existence of an event of Force Majeure provides written notice to the other Party within thirty (30) days following commencement of any such circumstances.

Section 5.07. Interpretation. In this Agreement the neuter gender includes the feminine and masculine, and the singular number includes the plural and the words "person" and "party" include corporation, partnership, firm, trust or association where the context so requires. The Parties agree that each Party and its counsel have reviewed this Agreement and that any rule of construction of the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments of exhibits to this Agreement.

Section 5.08. Time of the Essence. Time is of the essence of this Agreement and the Parties' obligations under this Agreement.

Section 5.09. Authority to Execute. The person or persons executing this Agreement on behalf of Company warrant and represent that they have authority to execute the Agreement on behalf of Company and warrant and represent that they have the authority to bind Company to the performance of its obligations hereunder.

Section 5.10. Release of City Officials. No elected official, officer, employee or agent of the City ("Released Persons") shall be personally liable to Company, or any successors-in-interest of Company, in the event of any Default or breach by City or for any amount which may become due to Company or its successors, or on any obligations under the terms of this Agreement. Company hereby waives and releases any claim it may have against the Released Persons with respect to any Default or breach by the City or for any amount which may be come due to Company or its successors, or on any obligations under the terms of this Agreement. Company makes such release with full knowledge of California Civil Code Section 1542, and hereby waives any and all rights thereunder to the extent of this release. Civil Code 1542 provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if

known by him or her must have materially affected his or her settlement with the debtor.”

Section 5.11. Headings. The headings to the sections of this Agreement have been inserted for convenience only and shall not, to any extent, have the effect of modifying, amending or changing the expressed terms and provisions of the Agreement.

Section 5.12. Venue and Attorneys' Fees. In the event of any litigation under this Agreement, all such actions shall be instituted in the Superior Court of the County of Riverside, State of California, or in the United States District Court, Central District of California, Eastern Division. In any such action, the prevailing party may recover its reasonable attorneys' fees and costs incurred.

Section 5.13. Applicable Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California, without giving effect to its conflict of law principles.

Section 5.14. Successors and Assigns. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the City and Company and their respective successors and assigns.

Section 5.15. No Joint Venture. Nothing contained in this Agreement shall be constructed to render the City in any way, or for any purpose, a partner, joint venturer, or associated in any relationship with Company nor shall this Agreement be constructed to authorize any Party to act as an agent for the other.

Section 5.16. No Third Party Beneficiaries. No provisions, term or condition of this Agreement is intended to, nor shall be constructed as conferring any benefit to, any third party, person or entity.

Section 5.17. Waiver. The waiver by the City or Company of any Default or breach by the other Party of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant or condition or any subsequent Default or breach of the same or any other term, covenant or condition herein contained. Any Party's acceptance of any performance by the other Party after the due date of such performance shall not be deemed to be a waiver by any Party or any preceding Default or breach by the other Party of any term, covenant or condition of the Agreement, regardless of such Party's knowledge of such preceding Default or breach at the time of acceptance of such performance.

Section 5.18. Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or part, of this Agreement is declared invalid, unconstitutional or void for any reason, the

remainder of this Agreement shall continue in full force and effect unless to do so would deprive one of the Parties of a material benefit of its bargain under this Agreement.

Section 5.19. Counterparts. This Agreement may be executed and acknowledged in multiple counterparts each of which shall be deemed an original, but all of which shall constitute one Agreement, binding on the Parties.

Section 5.20. Recordation. The Parties agree that immediately upon execution, this Agreement shall be recorded in the Riverside County Recorder's Office.

SIGNATURE PAGE TO FOLLOW

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

CITY OF MORENO VALLEY

M.R.S. BROWN, LLC, DBA
HYUNDAI OF MORENO VALLEY

BY: _____
Chief Financial Officer/
City Manager/Mayor
(Select only one please)

BY: Michael L. BROWN
TITLE: President
(President or Vice President)

Date

11/23/15
Date
Michael L. Brown
BY: Michael L. BROWN

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

TITLE: _____
(Corporate Secretary)

Date

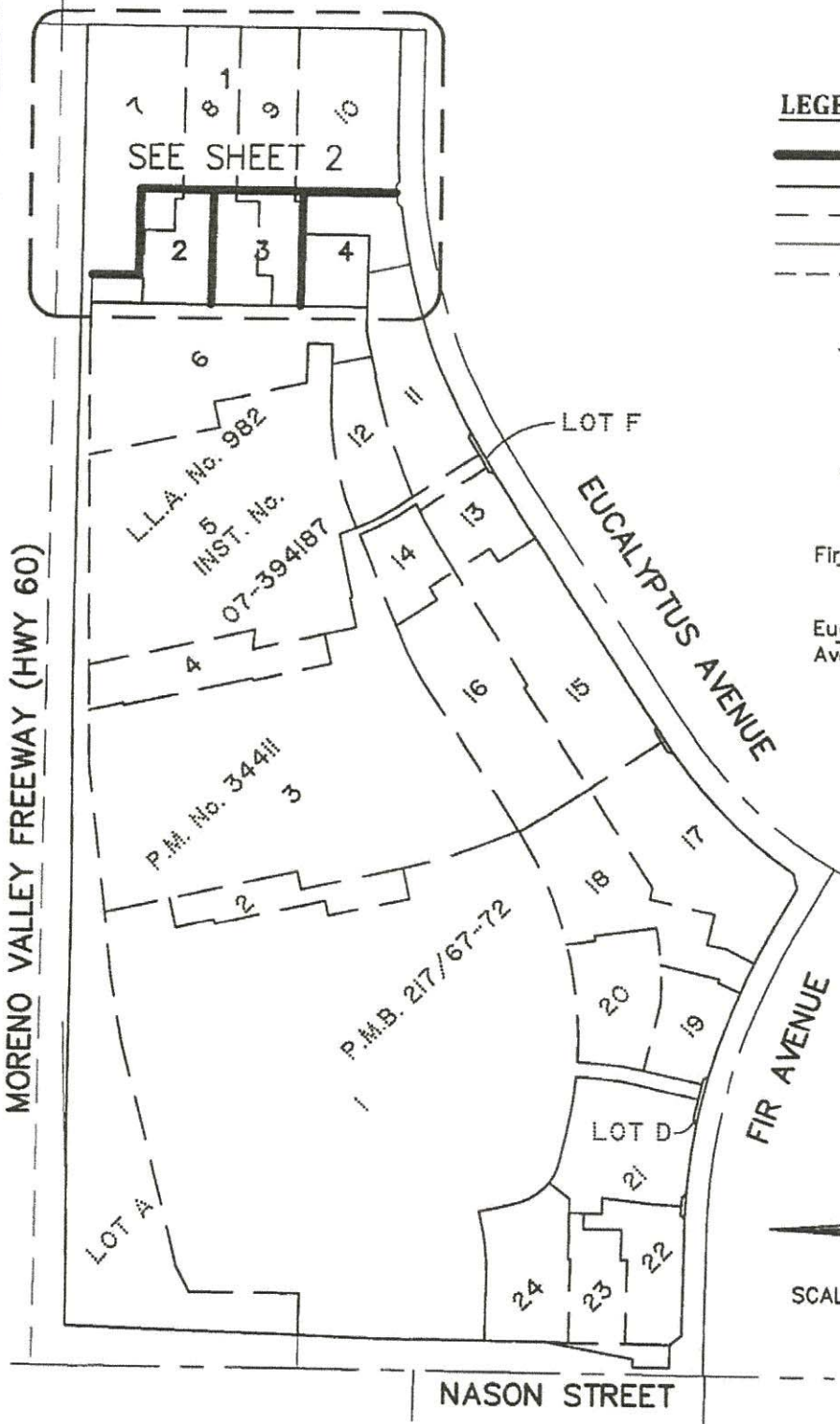
Attachment: Operating Covenant and Agreement with M.R.S. Brown LLC (1928 : OPERATING COVENANT AND AGREEMENT FOR M.R.S.

EXHIBIT "A"

Attachment: Operating Covenant and Agreement with M.R.S. Brown LLC (1928 : OPERATING COVENANT AND AGREEMENT FOR M.R.S.

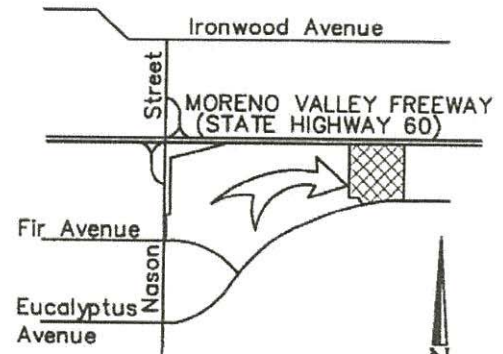
EXHIBIT "A" - LEGAL PLAT

LOT LINE ADJUSTMENT NO. _____ / AND CERTIFICATE OF COMPLIANCE



LEGEND

- NEW PROPERTY LINE
- EXISTING PROPERTY LINE
- OLD PROPERTY LINE
- CENTERLINE
- EXISTING EASEMENT LINE



VICINITY MAP
NOT TO SCALE

NOTE:

1. SEE SHEET 3 FOR LINE, CURVE TABLES AND DETAILS.
2. SEE SHEET 4 FOR EASEMENTS NOTES.

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION



SCALE: 1" = 350'



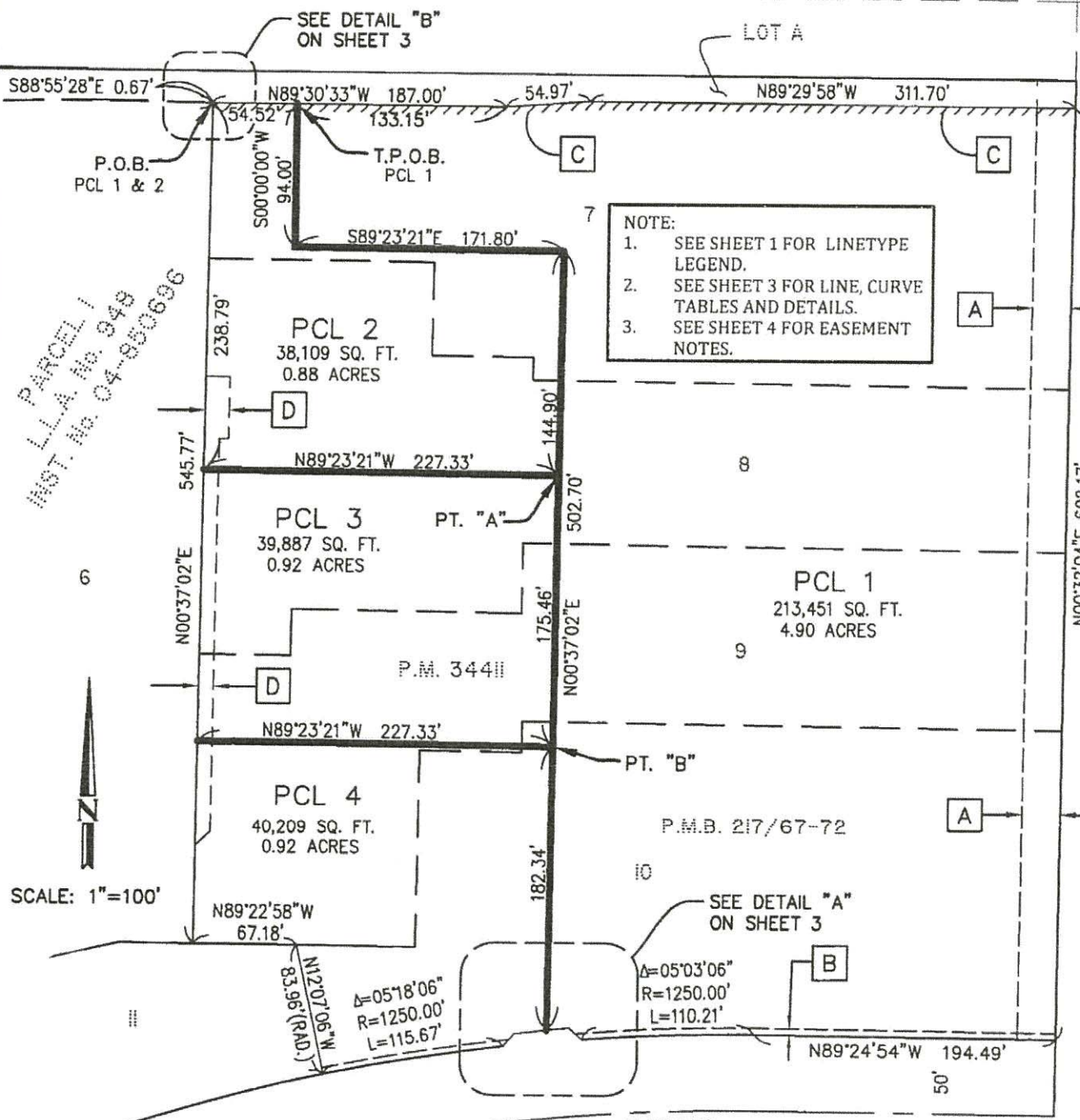
PASCAL R. APOTHELOZ P.L.S. 7734 DATE

L:\2015\15-926 Mo. Valley S\eneridga Towne Ctr-PH2\EX\LLA\15-926ex01.dwg, Nov 07, 2015 - 3:45pm

EXHIBIT "A" - LEGAL PLAT

LOT LINE ADJUSTMENT NO. _____ / AND CERTIFICATE OF COMPLIANCE

MORENO VALLEY FREEWAY (HWY 60)



PARCEL 1
 L.L.A. No. 949
 INST. No. 04-950696

NOTE:

1. SEE SHEET 1 FOR LINETYPE LEGEND.
2. SEE SHEET 3 FOR LINE, CURVE TABLES AND DETAILS.
3. SEE SHEET 4 FOR EASEMENT NOTES.

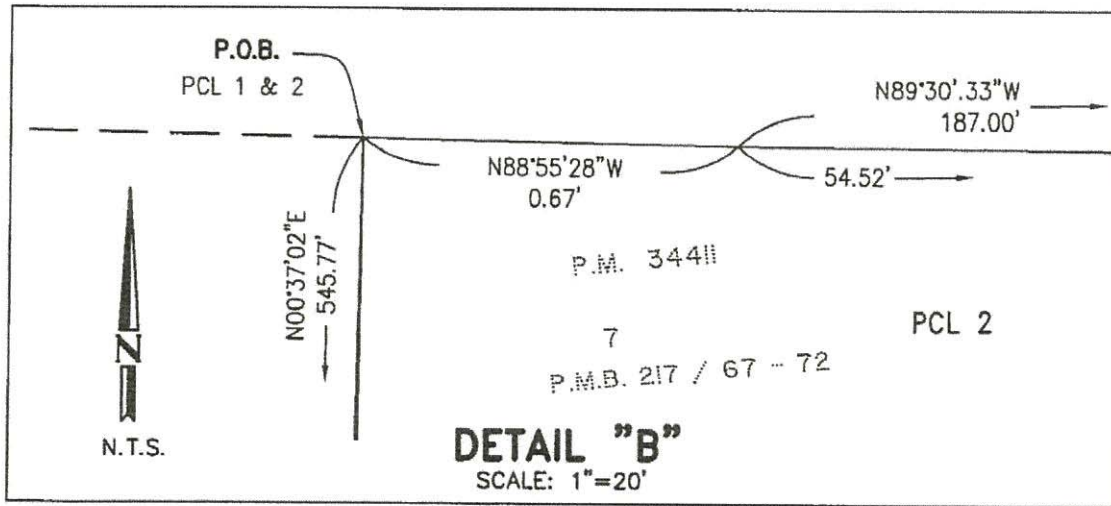
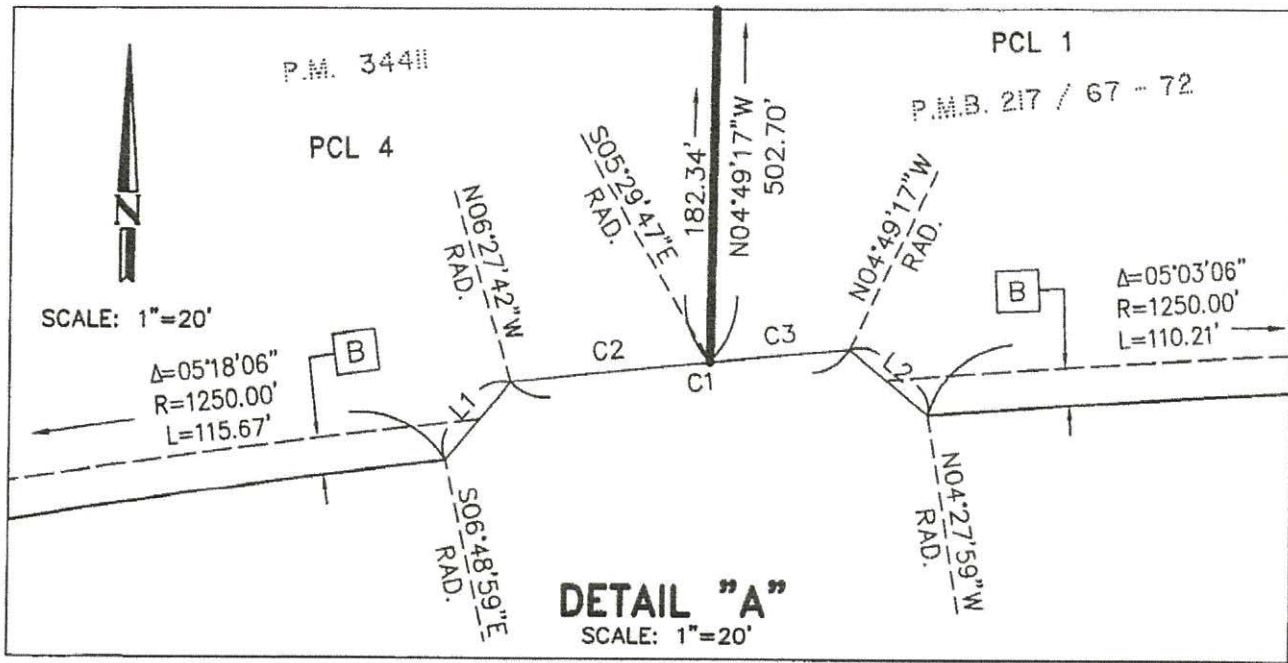


EUCALYPTUS AVENUE

TR. 32836
M.B. 402/30-37

Attachment: Operating Covenant and Agreement with M.R.S. Brown LLC (1928 : OPERATING COVENANT AND AGREEMENT FOR M.R.S.

EXHIBIT "A" - LEGAL PLAT
 LOT LINE ADJUSTMENT NO. _____ / AND CERTIFICATE OF COMPLIANCE



NOTE:
 1. SEE SHEET 1 FOR LINETYPE LEGEND.
 2. SEE SHEET 4 FOR EASEMENTS NOTES.

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	01°38'25"	1257.50'	36.00'
C2	00°57'55"	1257.50'	21.19'
C3	00°40'30"	1257.50'	14.82'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S39°21'31"W	10.80'
L2	S50°38'29"E	10.80'

Attachment: Operating Covenant and Agreement with M.R.S. Brown LLC (1928 : OPERATING COVENANT AND AGREEMENT FOR M.R.S.

L:\2015\15-926 Mo. Valley Stoneridge Towne Ctr-PH2\Cx\ALLA\15-926x01.dwg; Nov 02, 2015 -- 3:45pm

EXHIBIT "A" - LEGAL PLAT

LOT LINE ADJUSTMENT NO. _____ / AND CERTIFICATE OF COMPLIANCE

EASEMENT NOTES

- A** AN EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR PIPELINE PURPOSES, RECORDED ON APRIL 16, 1991 AS INSTRUMENT NO. 123040 OF OFFICIAL RECORDS.
- B** AN EASEMENT TO THE CITY OF MORENO VALLEY FOR PUBLIC ACCESS PURPOSES, DEDICATED ON PARCEL MAP NO. 34411, FILED IN BOOK 217, PAGES 67 THROUGH 72 OF PARCEL MAPS.
- C** THE FACT THAT SAID LAND DOES NOT INCLUDE RIGHTS OF ACCESS TO OR FROM THE STREET OR HIGHWAY ABUTTING SAID LAND, SUCH RIGHTS HAVING BEEN SEVERED FROM SAID LAND PER PARCEL MAP NO. 34411, FILED IN BOOK 217, PAGES 67 THROUGH 72 OF PARCEL MAPS.
- D** AN EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR PUBLIC UTILITIES PURPOSES, RECORDED ON JUNE 22, 2007 AS INSTRUMENT NO. 2007-0408784 OF OFFICIAL RECORDS.

Attachment: Operating Covenant and Agreement with M.R.S. Brown LLC (1928 : OPERATING COVENANT AND AGREEMENT FOR M.R.S.

**ECONOMIC DEVELOPMENT SUBSIDY REPORT
PURSUANT TO GOVERNMENT CODE SECTION 53083
FOR AN OPERATING COVENANT AND AGREEMENT
BY AND BETWEEN
CITY OF MORENO VALLEY
AND
M.R.S. BROWN, LLC, DBA HYUNDAI OF MORENO VALLEY**

Pursuant to Government Code Section 53083, the City Council of the City of Moreno Valley ("City") must hold a noticed public hearing and, prior to the public hearing, provide all of the following information in written form and available to the public and through the City's website, regarding a proposed economic development subsidy to be provided by the City pursuant to an Operating Covenant and Agreement by and between the City of Moreno Valley and M.R.S. Brown, LLC, dba Hyundai of Moreno Valley ("Agreement"). Notice was published in the local newspaper for a public hearing to be held on March 1, 2016.

The purpose of this report is to provide the information required pursuant to Government Code Section 53083 in regards to the Agreement. This report shall remain available to the public and posted on the City's website until the end date of the economic development subsidy, as further described in number 2 below.

Name and address of business benefitting from the economic development subsidy:

M.R.S. Brown, LLC, dba
Hyundai of Moreno Valley ("Company")
27500 Eucalyptus Avenue
Moreno Valley, CA
Attention: Mr. Mike Brown

Location of facility:

27500 Eucalyptus Avenue
Moreno Valley, CA, 92555

Start and end dates for the subsidy:

If the Agreement is approved by the City Council, the start date of the economic development subsidy will be at the Commencement of Operations, defined in the Agreement as the date of Certificate of Occupancy Issuance.

The City shall make annual payments to Company of an amount measured by the amount of new Sales Tax Revenues received by the City as a direct result of the Company's automobile and parts sales for the period, commencing on the Commencement of Operations Date and continuing for a period of four (4) years or until a total of two hundred forty thousand dollars (\$240,000) is paid to Company from the

City's portion of Sales Tax Revenues received as a consequence of the Dealership being operated as a Point of Sale within the jurisdictional boundaries of the City, whichever occurs later ("Term"). The economic development subsidy payments will be paid annually, thirty (30) calendar days after the sales data for the preceding calendar year's four (4) quarters of sales activity is released. City Payments shall continue annually in accordance with Section 2.02 of the Agreement, until a total amount of two hundred forty thousand dollars (\$240,000) is paid to Company from the City's revenues received as a consequence of the Dealership's operation as a Point of Sale within the jurisdictional boundaries of the City.

A description of the economic development subsidy:

The subsidy will rebate a portion of the sales tax generated at the facility as follows:

1. The City shall provide annual payments ("City Payments") to the Company based on the City's portion of Sales Tax Revenues received as a consequence of the Dealership's operation as a Point of Sale within the jurisdictional boundaries of the City for the Term. The payment will be calculated as follows:
 - a. City shall retain the first sixty thousand dollars (\$60,000) each year of the City's portion of Sales Tax Revenues received ("First Threshold").
 - b. City shall pay Company the City's portion of Sales Tax Revenues received in excess of the First Threshold up to and including an amount that is one hundred twenty thousand dollars (\$120,000) received ("Second Threshold").
 - c. The balance of the City's portion of Sales Tax Revenues exceeding the Second Threshold shall be retained by the City.

2. As a commitment to hire locally, Hyundai of Moreno Valley would agree to recruit and employ, and continue to employ for the duration of the Term, Moreno Valley residents to fill at least 30% (6 full-time) positions. Compliance will be established annually through a written statement of compliance signed by a Hyundai of Moreno Valley executive under penalty of perjury on or around the Commencement of Operations Date and each anniversary of the Commencement of Operations Date, and in any event within thirty (30) days of receiving a request therefor by the City. If Hyundai of Moreno Valley fails to meet the 30% commitment, the City shall only be responsible to pay City Payments for the pro rata share of the percentage amount of local residents hired by Company, based on a maximum of 30%.

Statement of the public purpose of the subsidy:

Hyundai of Moreno Valley is developing a new automobile dealership within the City of Moreno Valley at 27500 Eucalyptus Avenue, Moreno Valley, CA, 92555, along the north side of Eucalyptus Avenue between Nason Street and Moreno Beach Drive. Dealership construction and fixture values are estimated at \$ 3,491,400. Commencement of Operations is currently scheduled for the Fall of 2016. Although there may be additional

supportive business activity conducted at the site, the primary purpose of the facility will be automobile sales.

Staff has determined that the establishment of the new Hyundai of Moreno Valley automobile dealership may generate substantial revenue for the City and create new jobs that might not otherwise be available to the community for many years. Direct economic benefits to the City would include the payment of sales, property, business license, and utility taxes, plus indirect economic benefits would be achieved through local expenditures by employees and corporate contracts. Hyundai of Moreno Valley is expected to generate approximately \$400,000 in new annual sales tax revenue (minus the subsidy to be paid to the Company).

The subsidy is provided to facilitate the creation of new local jobs and substantial net public revenues to provide expanded services to the community, expanded operating revenue to the Moreno Valley Utility, and increased economic and fiscal impact to the State and local community.

Projected tax revenue to the City as a result of the subsidy:

The four year projection of tax revenue (sales tax, property tax, utility tax and business license gross receipts tax) is **\$ 1,868,361**. The four year projection of the sales tax share provided to Hyundai of Moreno Valley is **\$ 240,000**.

Estimated number of jobs created by the economic development subsidy:

The subsidy is anticipated to result in the creation of 20 full time jobs.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT, pursuant to Section 53083 of the California Government Code, the City Council (the "City Council") of the City of Moreno Valley (the "City") will hold a public hearing on March 1, 2016, at 6:00 P.M., at the regular meeting place of the City Council of the City, located at 14177 Frederick Street, Moreno Valley, California 92553, regarding an economic development subsidy to M.R.S. Brown, LLC, a limited liability company, dba Hyundai of Moreno Valley and approval of an Operating Covenant and Agreement between the City of Moreno Valley and M.R.S. Brown, LLC, a limited liability company, dba Hyundai of Moreno Valley.

Any interested person may appear at said public hearing to address the City Council of the City on the foregoing matter.

Jane Halstead, City Clerk, CMC
CITY CLERK OF THE CITY OF MORENO VALLEY

RESOLUTION NO. 2016-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACCEPTING THE ECONOMIC DEVELOPMENT SUBSIDY REPORT PREPARED PURSUANT TO GOVERNMENT CODE SECTION 53083 REGARDING AN OPERATING COVENANT AND AGREEMENT BY AND BETWEEN THE CITY OF MORENO VALLEY AND M.R.S. BROWN, LLC, DBA HYUNDAI OF MORENO VALLEY

WHEREAS, M.R.S. Brown, LLC, dba Hyundai of Moreno Valley, ("Company"), a retailer of automobiles with worldwide distribution, is purchasing 4.9 acres of land on which to construct and operate an automobile sales and repair dealership of approximately 23,276 square feet (the "Facility") within the City of Moreno Valley, California ("City") at 27500 Eucalyptus Avenue, Moreno Valley, CA, 92555 ("the Property"); and

WHEREAS, the Facility will primarily operate as an automobile dealership with ancillary parts sales and repair services ("Dealership"); and

WHEREAS, the City and Company desire to enter into an Operating Covenant and Agreement ("Agreement") for an economic development subsidy based on Company' sales tax revenue; and

WHEREAS, on March 1, 2016, the City Council of the City of Moreno Valley conducted a public hearing to consider the Agreement and concluded said hearing on that date; and

WHEREAS, if the Agreement is approved by the City Council, the term of the economic development subsidy will be from the date of commencement of operations at the Dealership, which is anticipated to occur in Fall 2016, through the first four (4) years or until a total of two hundred forty thousand dollars (\$240,000) is paid to Company from the City's portion of Sales Tax Revenues received as a consequence of the Dealership's operation as a Point of Sale in Moreno Valley ("Term"); and

WHEREAS, the economic development subsidy will be calculated annually based on Company's quarterly sales tax revenue and the incentive payments shall be due annually, thirty (30) calendar days after the sales data for the preceding calendar year's four (4) quarters of sales activity is released; and

WHEREAS, the economic development subsidy incentive payment shall be calculated as follows:

1. The City shall provide annual payments ("City Payments") to the Company based on the City's portion of Sales Tax Revenues received as a consequence of the Dealership's operation as a point of sale within the jurisdictional boundaries of the City for the Term. The payment will be calculated as follows:
 - a. City shall retain the first sixty thousand dollars (\$60,000) each year of the City's portion of Sales Tax Revenues received ("First Threshold").
 - b. City shall pay Company the City's portion of Sales Tax Revenues received in excess of the First Threshold up to and including an amount that is one hundred twenty thousand dollars (\$120,000) received ("Second Threshold").
 - c. The balance of the City's portion of Sales Tax Revenues exceeding the Second Threshold shall be retained by the City.

WHEREAS, as a commitment to hire locally, Company would agree to recruit and employ, and continue to employ for the duration of the Term, Moreno Valley residents to fill at least 30% (6 full-time) positions. Compliance will be established annually through a written statement of compliance signed by a Company executive under penalty of perjury on or around the Commencement of Operations Date and each anniversary of the Commencement of Operations Date, and in any event within thirty (30) days of receiving a request therefor by the City. If Company fails to meet the 30% commitment, the City shall only be responsible to pay City Payments for the pro rata share of the percentage amount of local residents hired by Company, based on a maximum of 30%; and

WHEREAS, the City agrees to assist Company's human resources staff with identifying qualified applicants who are residents of the City to support and maintain the 30% hiring requirement during the period in which the Agreement is in effect. The City will utilize resources within the City of Moreno Valley Employment Resources Center to assist the Company in the recruitment and fulfillment of its obligation to achieve 30% local hire requirement; and

WHEREAS, based on information provided by City staff, and other such written and oral evidence as presented to the City, the City finds and determines that the economic development subsidy to Company pursuant to the Agreement is reasonably related to a legitimate governmental purpose in that the Agreement will ensure that the Company sales tax revenues and Company jobs remain in the City for at least the Agreement Term. The City further finds and determines that the establishment of the new Company Dealership within the City will generate substantial revenue for the City, create new jobs, and result in community and public improvements that might not otherwise be available to the community for many years; and

WHEREAS, in accordance with Government Code Section 53083, the City provided certain information in written Economic Development Subsidy Report form to the public and on its website, a copy of which is attached hereto as Exhibit A and

incorporated herein by this reference, and held a noticed public hearing on March 1, 2016 to consider all written and oral comments on the Economic Development Subsidy Report; and

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

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

SECTION 1. Incorporation of Recitals. The foregoing recitals are true and correct, and are incorporated herein and made an operative part of this Resolution.

SECTION 2. Findings. The City Council additionally finds and determines that

- (a) There are identifiable public purposes fulfilled by the Operating Covenant and Agreement, as set forth in the Recitals, that outweigh the benefit to private persons; and
- (b) The findings set forth in this Resolution are based upon substantial written and oral evidence presented to the City Council.

SECTION 3. CEQA. Pursuant to the California Environmental Quality Act ("CEQA") (Pub. Res. Code, § 21000 et seq.) and the State CEQA Guidelines (Cal. Code Regs, tit. 14 § 15000 et seq.), the environmental impacts of the project were considered in an Addendum to the adopted Mitigated Negative Declaration for the Stoneridge Towne Centre project that was certified by the Planning Commission on March 9, 2006.

SECTION 4. Acceptance of Economic Development Subsidy Report. The City Council finds and determines that this Economic Development Subsidy Report is in compliance with applicable law and specifically Government Code Section 53083.

SECTION 5. Severability. If any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity, and the provisions of this Resolution are severable.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

The City Clerk of the City of Moreno Valley shall certify as to the adoption of this Resolution.

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

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: MV HYUNDAI Resolution Accepting the Economic Development Subsidy Report [Revision 4] (1928 : OPERATING COVENANT AND

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2016-10 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 1st day of March, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)



Report to City Council

TO: Mayor and City Council

FROM: Mike Lee, Economic Development Director

AGENDA DATE: March 1, 2016

TITLE: ECONOMIC DEVELOPMENT WEBSITE AND RE-BRANDING FOR BUSINESS ATTRACTION

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Award a contract to Searle Creative Group to create a City website uniquely branded to support Business Attraction efforts.
2. Authorize the City Manager to execute a contract with Searle Creative Group in the amount of \$54,725 (\$49,750 proposal amount plus 10% contingency amount of \$4,975).
3. Approve appropriation of \$54,725 from the General Fund (Fund 1010) to fund creation of a Business Attraction-focused brand and website.
4. Authorize the Economic Development Director to execute any subsequent related minor change orders to the contract with Searle Creative Group in an amount not to exceed the recommended 10% project contingency.

SUMMARY

Staff recommends that City Council approve a contract with Searle Creative Group to brand the City's business attraction efforts and create a dedicated business attraction website.

DISCUSSION

Place (in this case city) branding is much like product branding: people and potential businesses respond to the city's image. Place branding is considered by many to be integral to the success of a community. Typical components of place branding include a logo, a slogan, a color palette, advertising guidance, and a brand platform statement that is meant to be the driving force behind all of a city's messaging efforts. Brand components are then repeated across multiple platforms (website, advertising, City newsletters/publications, etc.) to reach the target audience.

The process of creating a community's brand involves identifying strengths and weaknesses, distilling its unique character / reputation, and providing guidance to the city on leveraging the positive qualities of that reputation. Branding can help repair a city's image problem and raise awareness of what makes a city a good place to live or do business. Advocates of place branding assert that, if done well, a brand won't just serve as a marketing tool, but can be used to guide decision-making, almost like a citywide mission statement.

In 2006/07, the Economic Development Department initiated a branding exercise that led to the adoption of a new City brand. At that time, Moreno Valley was the 6th fastest growing city in the U.S. and residential development played a strong role in the local economy. The intended branding outcome would have supported business attraction / marketing efforts. During stakeholder reviews, a community focus group and an internal staff committee shifted the brand focus from the corporate / industry audience to a community / resident audience. Eventually, the current logo, tagline, and color palette was selected to unify and represent the community as a whole. Its target audience was internal: mostly current and prospective residents. The brand expressed Moreno Valley's personality as:

- Progressive, with a bright future of well-managed growth.
- Vibrant, with a strong economy dedicated to families.
- Clean and safe, with a welcoming lifestyle.
- Offering the warmth and genuineness of a small town grounded by values of comfort, safety and community.

While the City's current 10-year-old brand statement and website captures the essence of Moreno Valley's residential lifestyle, it does little to express the City's locational and business advantages to a corporate audience.

Over the past few years, the City has had tremendous success in attracting a considerable number of Fortune 500 and global companies, which has increased the local employment by thousands of jobs. Fortune 500 and global companies such as Amazon, Procter & Gamble, Harbor Freight Tools, Walgreens, Harmon Kardon, Phillips Electronics, Lowes, Skechers USA, Deckers Outdoors, Aldi Foods, and Karma Automotive all have opened facilities in Moreno Valley. The City Council has consistently directed that expansion of these successes, and the additional jobs subsequently brought to our community, continue to be a top priority.

Economic Development staff explored approaches taken by other competing communities known for strong business growth. It was immediately apparent that in

addition to the city website, many progressive cities are bifurcating their website presence and have also developed a dedicated website catering specifically to business attraction and development. Examples include Ontario's websiteontariothinksbusiness.com and Riverside's business website riversideoed.com. The website is often the first source of information that many potential businesses, site selectors, and corporate executives visit when considering a location. To attract new businesses, staff recommends that the City's communication with the corporate audience be enhanced.

Staff proposed creation of a dedicated business attraction brand and website to the Economic Development Subcommittee, which authorized issuance of a Request for Proposals seeking professional branding/website expertise. Four responses were received. The two firms with the strongest proposals presented to the Economic Development Subcommittee. Considering the proposals, presentations, and communications with each firm, the Economic Development Subcommittee recommends selection of Searle Creative Group to develop a targeted brand and website for Moreno Valley's business attraction efforts. Searle Creative has done dedicated websites for clients such as Oxnard, Lompoc Valley, and the Port of Hueneme.

ALTERNATIVES

1. Approve creation of a website and Moreno Valley brand dedicated to business attraction, authorize the appropriation of \$54,725 from the General Fund, award a contract to Searle Creative Group, authorize the contract, purchase order, and related minor change orders (subject to City Attorney approval). **Staff recommends this alternative in support of the City's business attraction efforts. Branding for a corporate audience and developing a dedicated business-focused website presence will give prospective businesses a more appropriate image of Moreno Valley's business environment.**

2. Decline to approve creation of a website and Moreno Valley brand, decline to authorize the appropriation, decline to award the contract, etc. **Staff does not recommend this alternative.**

FISCAL IMPACT

As development of a dedicated website for Economic Development was not a budgeted item, staff recommends appropriation of funds in the amount of \$54,725 (\$49,750 proposal amount plus 10% contingency amount of \$4,975) for the creation of the business-focused brand and website. These funds will appropriated from the General Fund reserves.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 15/16 Budget	Proposed Adjustments	FY 15/16 Amended Budget

Contractual Services	General	1010-22-25-20010-620299	Exp	\$85,000	\$54,725	\$139,725
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CITY COUNCIL GOALS

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

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

ATTACHMENTS

1. ED Website Branding SEARLE CREATIVE Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/16/16 10:16 AM
City Attorney Approval	<u>✓ Approved</u>	2/16/16 1:36 PM
City Manager Approval	<u>✓ Approved</u>	2/18/16 9:56 AM

City of Moreno Valley

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and Searle Creative Group LLC, a Limited Liability Company, with its principal place of business at 1833 Portola Road, Suite G, Ventura, CA, 93003, hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional website and branding services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional website and branding services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the website and branding project as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. CONTRACTOR INFORMATION:

Contractor’s Name: Searle Creative Group
 Address: 1833 Portola Road, Suite G
 City: Ventura State: CA Zip: 93003
 Business Phone: 805-648-4403
 Other Contact Information: kellie@searlecreative.com
 Business License Number: TBD – Moreno Valley License
 Federal Tax I.D. Number: 47-5013503

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor’s scope of service is described in Exhibit “A” attached hereto and incorporated herein by this reference.
- B. The City’s responsibilities, other than payment, are described in Exhibit “B” attached hereto and incorporated herein by this reference.

Attachment: ED Website Branding SEARLE CREATIVE Agreement (1925 : WEBSITE / RE-BRANDING FOR BUSINESS ATTRACTION)

- C. Payment terms are provided in Exhibit “C” attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from March 2, 2016 to June 30, 2017 unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor’s requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor’s reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are

determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: Kellie Meehan, Owner/Creative Director.

- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates Kellie Meehan, Owner/Creative Director, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of

the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.

- J. Contractor Indemnification. Contractor shall indemnify, defend and hold 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 claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

- General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

- Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.
- Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts established.

- M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor 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.
- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in

connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.

- (d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Searle Creative Group LLC
1833 Portola Road, Suite G, Ventura, CA, 93003
Attn: Kellie Meehan

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Economic Development Manager, Economic
Development Department

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

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- BB Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the

General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

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).

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Searle Creative Group LLC

BY: _____

BY: Kelluall

Chief Financial Officer
/City Manager/Mayor
(Select only one please)

TITLE: Owner/Creative Director

Date

2/16/16
Date

BY: _____

TITLE: _____
(Corporate Secretary)

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

Attachment: ED Website Branding SEARLE CREATIVE Agreement (1925 : WEBSITE / RE-BRANDING FOR BUSINESS ATTRACTION)

EXHIBIT A

CONTRACTOR'S SCOPE OF SERVICE

**MORENO VALLEY ECONOMIC DEVELOPMENT
WEBSITE & BRANDING PROPOSAL**

by Searle Creative Group

Attachment: ED Website Branding SEARLE CREATIVE Agreement (1925 : WEBSITE / RE-BRANDING FOR BUSINESS ATTRACTION)

EXHIBIT A



Attachment: ED Website Branding SEARLE CREATIVE Agreement (1925 : WEBSITE / RE-BRANDING FOR BUSINESS ATTRACTION)

SearleCreative
 MARKETING & DESIGN GROUP



REQUEST FOR PROPOSAL (RFP) SUBMITTAL COVER SHEET

**Development of an Economic Development Website
with a targeted Business Attraction Branding Component**

Legal Name of Consultant: Searle Creative Group

Address: Street: 1833 Portola Road, Suite G

City: Ventura, CA Zip: 93003

Executive Officer: Kellie Meehan Telephone: 805-648-4403

Contact Person: Kellie Meehan Telephone: 805-648-4403

The above named Consultant hereby submits a proposal for funding from the City of Moreno Valley pursuant to a Request for Proposal (RFP). The Consultant warrants that all information in the proposal package is true to the best of his/her knowledge and belief. The Consultant further agrees to abide by all conditions and requirements in the RFP. The Consultant also understands that this proposal is the Consultant's entire proposal and cannot be amended after submission, except as provided for in the RFP.

Authorized Signature:  Title: Owner/Creative Director

Name/Title of Authorized Signatory: Kellie Meehan

PROPOSAL SUBMISSION DEADLINE: OCTOBER 9, 2015 12:00 PM

For Office Use Only

Date Received: _____ By: _____

Attachment: ED Website Branding SEARLE CREATIVE Agreement (1925 : WEBSITE / RE-BRANDING FOR BUSINESS ATTRACTION)

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Thank you for the opportunity to present our ideas.

The following proposal represents Searle Creative Group’s best efforts at describing solutions to meet project requirements, as described within the Economic Development Website and Branding RFP released by the City of Moreno Valley. This proposal is valid through December 31, 2015.

So, you're probably looking at a big stack of proposals right now trying to figure out which of these agencies is going to be the best fit for Moreno Valley... because economic development is a wide-reaching and tricky business.

It used to be that growing a city's economy was based on attracting large corporations looking for inexpensive space and an even cheaper labor force, hopefully close to a freeway. Now, there are many more factors that make cities attractive to business and industry. With quality of life taking center stage, cities are differentiating themselves through vibrant business districts, character-filled neighborhoods, cultural attractions, a great retail mix, well-designed public spaces, transit options, educational profile, just to name a few. All these factors can and will influence business decisions in Moreno Valley. That's a lot to address in a website, not to mention a brand. But the full story is one that must be told.

And that's what we'll do. We will combine outstanding creative and strategic marketing know-how to deliver exceptional results for Moreno Valley's economic development mission. We don't know all your goals and measurables yet, but we'll make it our business to understand your vision as if it were our own. We'll help you figure out what promise you can make better than any of your competitors, and we'll position you to own it. We'll make your strengths shine.

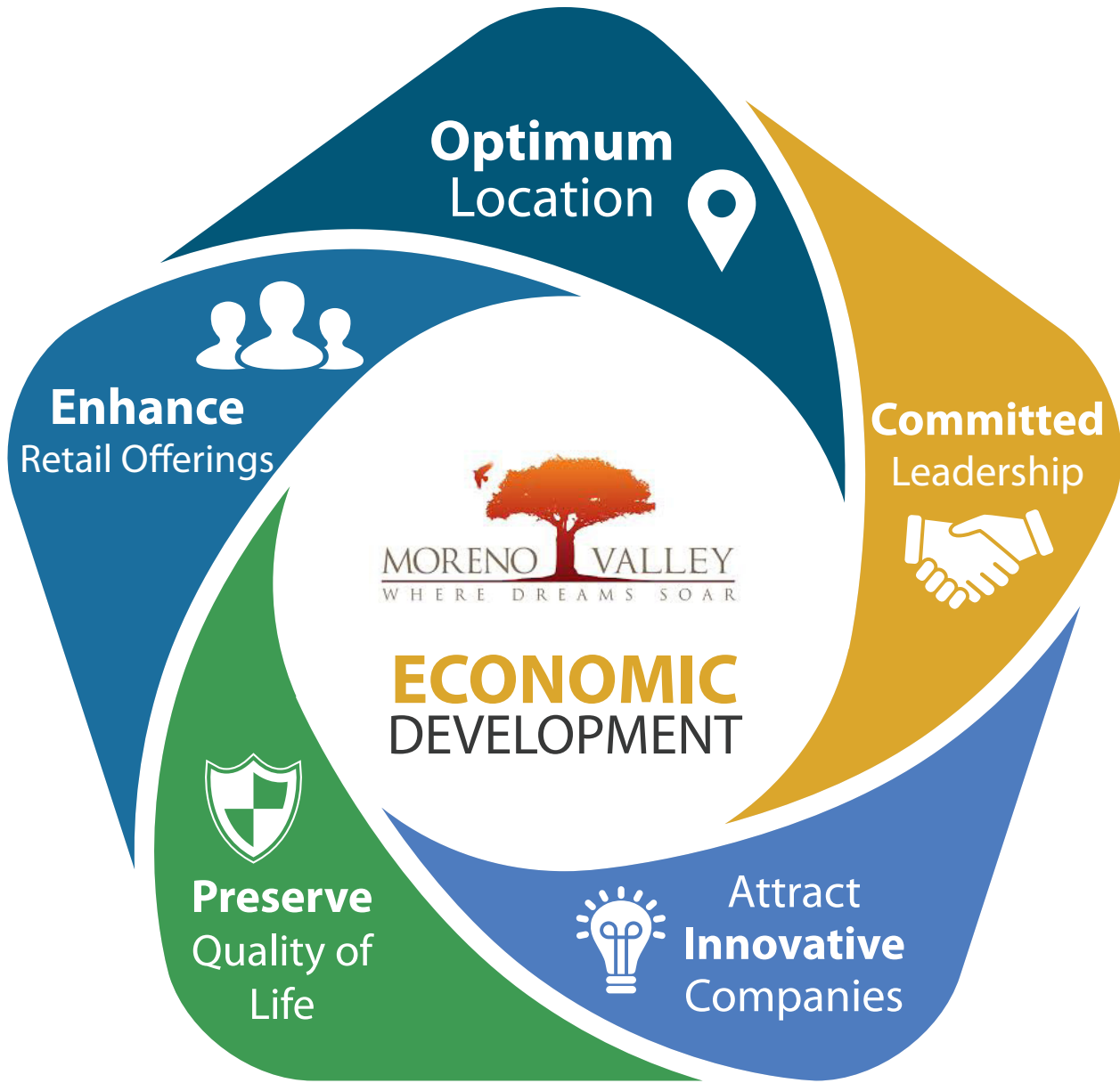
Special districts and tourism-related entities, including The Port of Hueneme, Oxnard Convention & Visitors Bureau, Ventura Harbor District, Ojai Tourism, Lompoc Tourism, Oxnard Salsa Festival, ODMD, and Banana Festival at the Port of Hueneme, to name a few, have trusted Searle with their brands. We believe the role of an agency is to be a great storyteller, communicating with our clients' audience to raise awareness and influence their choices.

We have the skills and experience to deliver on every single area described in your RFP. We're incredibly hardworking, highly collaborative, and results driven. We're large enough to handle your project, but small enough that you won't get lost in the shuffle. Our level of customer service will remind you daily that you made the right choice.

Thank you for considering Searle Creative Group.



Kellie Meehan
Owner, Searle Creative Group



These core aspects of Moreno Valley's mission could serve as the foundation of its economic development brand and be presented in a powerful way that will resonate with its corporate audience.

We believe that Moreno Valley's economic development efforts would be well served by focusing on these five key areas. By building messaging and visuals around this foundation, we can make a greater impact for Moreno Valley's economic development efforts.

Who We Are

A dynamic marketing and design company in Ventura, California, Searle Creative Group offers a full range of agency services, including strategic planning, websites, branding, graphic design, online marketing, brochures, advertising, social media, and corporate identity. We have been in business since 2000 and have helped hundreds of clients – from multi-million dollar public companies to special districts to one-person startups – find creative solutions to their marketing needs and challenges.

Our diverse experience means that we can bring a fresh outlook to new projects. In addition to being creative, experienced, and technologically savvy, we endeavor to go a step further and examine and explore each new project with enthusiasm and unique insight.

Highlights:

- Woman owned small business
- In business since 2000
- Included on *Pacific Coast Business Times*' Top Advertising Agencies list in 2015

Partial Client List



Meet Your Team

Searle Creative Group is a Southern California firm with most of our clients located in Ventura County and Los Angeles region. Our team has the skills and experience to deliver exceptional work for Moreno Valley.



Kellie Meehan | Owner & Creative Director

Kellie Meehan is the owner and creative director of Searle Creative Group. She excels at developing sound marketing strategies, and enjoys the challenge of discovering and developing optimal ways to present information to an audience. Kellie personally sees each project through from start to finish, making sure that the end result is on-target with her clients' stated objectives. Her creative work ensures that her clients' marketing communications efforts reinforce their message in the most effective way possible.

Kellie holds a bachelor's degree in creative writing from University of California, Santa Barbara. Before launching Searle Creative Group in 2000, Kellie served as in-house copywriter/creative director for the leading \$65 million brand of Seminis Vegetable Seeds in Oxnard (now Monsanto), and prior to that she was a writer and editor for Santa Barbara-based educational publisher ABC-CLIO. She also contributed articles to and served as guest editor of SAM Magazine (Sales-Advertising-Marketing). With a strong background in copywriting, Kellie's expertise includes conceptualizing and designing all manner of marketing materials.

Nicole Bosman | Web Development Manager & Social Media, SEO

Nicole Bosman is a graphic designer and web programmer with over 13 years of experience in the field. Nicole worked in the start-up internet industry before beginning her career with Searle Creative Group in 2002. She has worked with all levels of the development process from requirements gathering through deployment on small- to large-scale web projects. Her understanding of user interaction from a design perspective and her expertise in programming make her uniquely suited to lead the Searle Creative website programming and design team. Nicole also is adept at video production, search engine optimization, and SEO/SEM.



Aimee Allred | Junior Creative Director

A truly creative multi-talent who constantly pushes the envelope, Aimee Allred earned a certification in Graphic Design for Web from the Technology Development Center in Ventura, California and is a skilled and creative print designer as well. She brings a contemporary taste and perspective to all of the pieces she works on, as well as an up-to-date knowledge of current web structure, coding, and development. She has been on staff with Searle Creative Group since 2010, where she does especially amazing work in the areas of email design, logo illustration, and advertising concepts.



Joe Howard | Web Developer & Illustrator

Joe is an artist by nature (and a fantastic illustrator) with over 18 years in magazine and website design. Joe is driven by problems to find solutions, which has led him in programming and development the last eight years of his career. He poses an intricate knowledge of the technology that drives online applications and website development and is a stickler for upholding best practices. A front-end web developer and WordPress master, Joe has vast experience in PHP, CSS/CSS3, HTML/HTML5, Drupal, Joomla, and custom PHP. He enjoys planning the architecture of

complex interactive elements and putting his creative spin on clients' brands across compelling campaigns and emerging trends.

Su-lin Rubalcava | Business Development & Hispanic Marketing Advisor

A highly strategic thinker who thrives on analysis, Su-lin brings both order and imagination to every project she works on at Searle. She is adept at spotting an organization's critical business requirements and identifying deficiencies and potential opportunities in the market. Su-lin is unbelievably efficient, energetic and is the best, most organized planner Kellie has ever met.



Su-lin's past experience includes community relations manager at the Ventura County Star and marketing director for County Schools Credit Union. She holds an MPAA from California Lutheran University and is a graduate of the Ventura County Leadership Academy, 2008 Cohort.



Kayla Wilde | Print & Web

Kayla's passion for design started in 2002. What intrigued her the most was the design process from the start to the finished product. Kayla started her formal training at Brooks Institute of Photography and graduated with a Bachelors in Visual Communications. Since joining Searle Creative in 2014, Kayla has proved to be a highly flexible production powerhouse, tackling everything from advertising to sales collateral, identity, email campaigns, and photography (and everything in between). Kayla maintains her knowledge of all social media platforms and keeps up with current market trends.

Melissa Lenington | Project Coordinator & Online Marketing

As project coordinator, Melissa helps keep everyone at Searle on track. She is extremely flexible, always cheerful, and is gifted with a how-can-I-help attitude that is treasured at our company. Melissa's sharp intellect is quickly making her a force to be reckoned with in the field of online marketing. Melissa holds a BA in Business Administration from Principia College in Illinois.



Oxnard Convention & Visitors Bureau

As agency of record for the OCVB for over eight years, we finally got the chance to work on the bureau’s website after their previous service contract came to an end. We recently completed a full redesign and development of Oxnard’s official destination website, VisitOxnard.com.

Services Provided

- Website design/development
- Responsive website design
- Custom itinerary management
- Online marketing strategy/execution
- SEO, SEM
- Integration with backend CRM



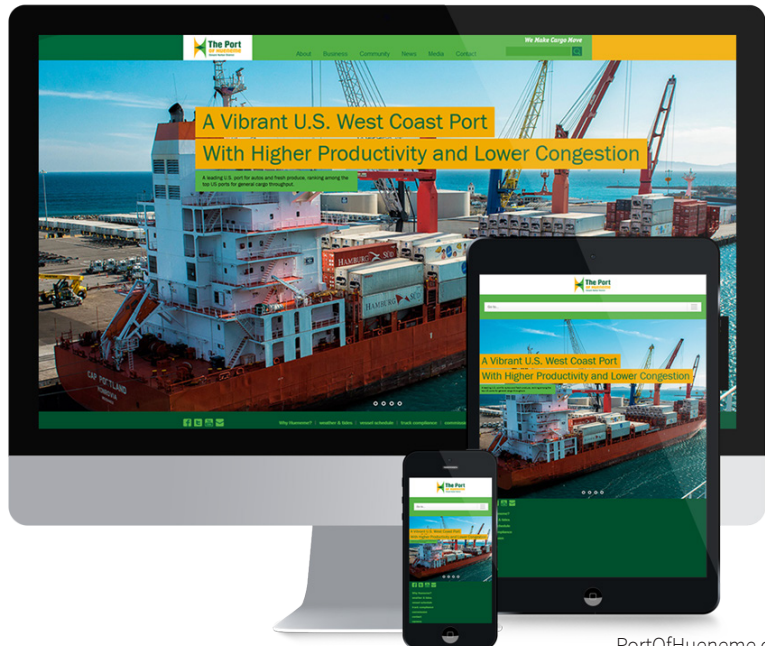
VisitOxnard.com

Port of Hueneme

A special district, the Port of Hueneme is the only deepwater port between Los Angeles and San Francisco and contributes a \$1.1 billion impact in Ventura County. Since 2012 we have been honored to serve as the Port’s agency, helping the port to build business relationships and a positive reputation in the community.

Services Provided

- Website development
- Responsive website design
- Online marketing strategy/execution
- SEO, SEM
- Advertisement design
- Brochure design
- Promotional item design
- Press releases
- Email campaigns
- Event management



PortOfHueneme.org

Visit Lompoc, LLC

In 2014, Lompoc hoteliers and partners launched a TBID and established Visit Lompoc, LLC to promote tourism and business development in the Lompoc Valley. Searle Creative was selected as the organization’s creative agency, providing logo/branding, messaging, website, advertising, and all collateral.

The result? 14% increase in TOT so far in 2015.

Services Provided

- Logo design
- Website design/development
- Responsive website design
- Custom itinerary management
- Online marketing strategy/execution
- SEO, SEM
- Advertisement design
- Brochure design
- Promotional item design
- Social media setup
- Postcard design
- Large format graphics



ExploreLompoc.com



Additional Website Design/Development Examples



HayliePomroy.com



ShawHRConsulting.com

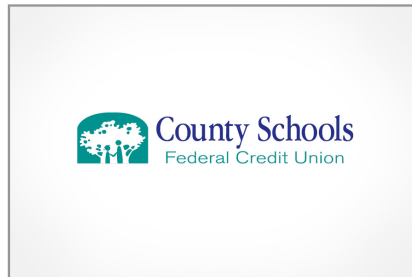
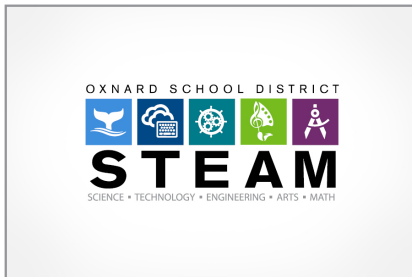


VenturaHarbor.org



CBSNorthstar.com

Additional Recent Branding Examples



QUALIFYING PROJECTS (1925 : WEBSITE / RE-BRANDING FOR BUSINESS ATTRACTION)

Attachment: ED Website Branding SEARLE CREATIVE AGREEMENT

Kellie and her team are thoughtful and dedicated professionals who work closely with our staff in a collaborative fashion to develop successful design projects. Searle Creative's work for the Port of Hueneme has been stellar; both for print and electronic media. Kellie and her professional team are excellent communicators, extremely creative, hardworking, and always maintain a helpful and friendly attitude, even on tight deadlines. We have put Searle Creative to the test and we can rely on them to deliver.

Mary Anne Rooney
Board of Harbor Commissioners, Port of Hueneme
805-415-2787 • commissionerrooney@gmail.com

Kellie and her team at Searle Creative Group bring creativity, quality, and enthusiasm to every project. At the Port we are often on very tight deadlines, and Searle consistently comes through for us – no matter what we throw at them or how little lead time. Kellie goes above and beyond to provide a high level of service, and she and her team have become a valuable asset to the Port's marketing program.

Will Berg
Marketing & Public Relations Manager, The Port of Hueneme
805-377-1500 • wberg@portofhueneme.org

Searle Creative Group built the Ojai Visitors Bureau website in 2010. We needed an interactive site that could be maintained and updated from our office by one person with minimal training. The site needed to instill interest in visiting the city of Ojai, and be a source of information for travel journalists. Kellie Meehan and her team not only gave us this site, but gave it to us in an esthetically pleasing design. I highly recommend Searle Creative Group without reservation.

Scott Eicher
CEO, Ojai Valley Chamber of Commerce and Treasurer, Ojai Visitors Bureau
805-646-8126 • ceo@ojaichamber.org

Kellie Meehan and Searle Creative Group have provided consistently excellent work for Gull Wings Children's Museum and the Channel Islands Maritime Museum in Oxnard, CA. I am the Board President of GWCM and Executive Director for CIMM, and Kellie and her team have delivered results in a timely manner with the utmost professionalism and creativity. Searle Creative has designed and produced multiple flyers for both Museums, as well as a website and exhibit graphics. The results are beautiful and effective. Kellie and her team are a pleasure to work with.

Julia Chambers
Board President of GWCM and Executive Director for CIMM
805-984-6260 • jchambers@cimmvc.org

Thanks for all you have done for Estrellita. I have been here full-time for almost three years now and prior to that "consulting" for a year. I can remember working together on projects when I was in my other job and how difficult it was to make changes to anything. Your work is always great and we have gone through two large local marketing companies that are not as creative or with the attention to detail you have been able to provide us. Thanks for hanging in there with us!

Steve Myer, MBA
Estrellita Director of Operations
303-913-3496 • stevem@estrellita.com

Branding Deliverables

The corporate identity resides in the heart of every organization and, when skillfully represented through visual media, it can greatly enhance an organization's image as it branches out to influence the look and feel of advertisements, promotions, website, and all collateral materials. We understand the importance of creating a strong brand identity for the economic development mission that reflects Moreno Valley's positive business outlook, superior location, excellent and business-friendly leadership, and stimulates trust and recognition in your audience. Based on results of the research and analysis phase, we'll create a visual and message based foundation that uniquely defines your brand's desired promise, personality, and position, addressing any weaknesses and capitalizing on existing strengths.

Strategic

- Gather information about your current marketing efforts and how you've presented your brand to customers.
- Competitor analysis, survey local competitors/peer brands and messaging
- SWOT review of Moreno Valley to determine position in the marketplace
- Complete creative brief with client
- Uncover and develop unique selling proposition, core benefits, and brand personality

New Logo Deliverables

- Design and custom illustration of new logo for Moreno Valley economic development
- Minimum 4-6 different logo "comps" (mockups) for initial presentation
- Development of favorite design into final logo, up to three rounds of revisions
- Final logo files in color and b/w, PMS, reversed, etc. in Identity Package
- Style Guide - We will create the foundation for branding your website, social media, email campaigns, presentations, and materials utilizing your brand.

Corporate Identity Deliverables

- Design of stationery design using your new logo
- Up to two rounds revisions
- Full press-ready artwork for business cards and stationery

Marketing Creative Deliverables

- Creative for new taglines, headlines, and core messaging options based on key value proposition
- Create and design new ad campaign concepts and other publications and/or online marketing
- Revisions as needed

We love this bit
of wisdom and
it guides our
branding work.

Branding is the promise that you keep, not the one you make.

This is something any executive can act on. But before you can make your promise, you have to figure out what promises your customers want you to make, then choose the one that you can keep better than your competition. This will give you a unique, customer-centric niche. If you leverage that niche to the utmost, you will own it. Anyone who tries to compete with you will simply look like a poor imitation.

- Kristin Zhivago, President Zhivago Marketing Partners

Introduction to Web Services

Searle Creative has designed and launched more than 100 websites for clients of all sizes in Ventura County and across the nation. Our distinct understanding of marketing strategies, combined with innovation, 15 years of experience, and technological expertise, enable us to establish an effective web presence that will serve you for many years to come. For us, design and UX is NOT an afterthought – it's the top deliverable. We put extreme focus on user interface and researching what elements need to be included that will speak to your audience, and then developing dynamic design comps that hit the target and further your marketing goals.

You Control Your Site with a CMS

Building your site on a Content Management System (CMS) means that you'll have the ability to easily add text, images, videos and other content to any page. Plus, the more relevant content you have, and the more you can update the site with new content, the better for Search Engine Optimization (SEO) and higher search engine rankings. If you want us to maintain the site, we'll be happy to help as well. We will thoroughly train you to enable you to make site updates.

Mobile Responsive

Statistics show that depending on the market, 50% or more of your audience will view your site *exclusively* on mobile phones or tablets, so it's important that the site is mobile responsive, meaning it reconfigures itself to the size of the screen on which it is being viewed.

Implementation Process

Our development process ensures that your website project is moved smoothly along from start to finish. Your project will be managed by our Web Development Manager Nicole Bosman, supported by our in-house designers and coders.

Strategy: Consultation on objectives, look and feel. Finalize initial site outline and determine scope of copywriting needs and graphic assets.

Design: Creation of initial home and secondary page template design concepts. Creative revisions as needed. Your approval on artistic direction.

Production: Implementation of CSS coding with approved design and apply to new WordPress CMS installation.

Page Build. Build out all pages with text, images, videos, links, and other content

Review & Launch: Review and testing of final site. Launch site. Client training on system.

Website Deliverables

Provide original responsive web design; implement design based on WordPress Content Management System (CMS), the most popular and most-used CMS in the world, for URL TBD.

Pre-Project Strategic

- Research domain names and determine best purchases
- Research/review peer/competitor economic development focused sites
- Asset review and determine photographic needs
- Complete creative brief with client to ensure designs are on-target with client needs
- Development of site outline to ensure intuitive, user-friendly content organization
- Wireframe development (for site architecture and UI prototyping) for review and approval

Creative

- Initial presentation of 2-3 custom design solutions for home page
- Design based on branding including logo, tagline, color palette
- Further development of preferred design, three rounds of revisions included
- Inside page designs for each section, harmonizing with chosen home page design
- Creation and integration of showcase portfolio gallery, using iOS-friendly Javascript
- Content organization / copywriting assistance
- Infographic illustrations as needed
- Stock photography as needed from our Searle Creative image library

Templates to Include:

- Home Page design template
- Inside page templates (unique for each major section in the navigation, 6-8)
- Custom post types, as needed, including blog/news post type for adding regular content – great for SEO

CMS Installation & Coding

- WordPress installation & configuration
- Coding for HTML / CSS (CSS is the file that gives all the pages their “look”)
- Thorough testing on browsers including Firefox, IE (last three versions), Chrome, iOS, Safari and mobile browsers (iPhone, iPad, Android devices)
- HTML/CSS code is W3C validated and compatible with all popular browsers
- Full site search functionality (HTML)
- Social media sharing

Mobile Responsive / Social Media Sharable

- Mobile friendly design - we design with desktop AND mobile experience in mind
- “Responsive” site will have optimized display on smartphones and tablets
- Images and content will be sharable across social media

Site Buildout

- Build and stylize all pages and listings with client content before launch
- Include testimonial content and data, including demographics, traffic, workforce statistics, business sites, etc.
- Embedded media – video, images, presentations

ADA Compliance

- Every image, video file, audio file, plug-in, etc. has an alt tag
- Complex graphics are accompanied by detailed text descriptions
- The alt descriptions describe the purpose of the objects
- If an image is also used as a link, make sure the alt tag describes the graphic and the link destination
- Decorative graphics with no other function have empty alt descriptions (alt= "")
- Add captions to videos
- Add transcript of video as needed
- Create text transcript
- Create a link to the video in addition to embedding it into web pages
- Add an additional link to the text transcript
- The page should provide alternative links to any Image Maps
- The <area> tags must contain an alt attribute
- Data tables have the column and row headers appropriately identified (using the <th> tag)
- Tables used strictly for layout purposes do NOT have header rows or columns
- Table cells are associated with the appropriate headers (e.g. with the id, headers, scope and/or axis HTML attributes)
- Make sure the page does not contain repeatedly flashing images
- Check to make sure the page does not contain a strobe effect
- A link is provided to a disability-accessible page where the plug-in can be downloaded
- All Java applets, scripts and plug-ins (including Acrobat PDF files and PowerPoint files, etc.) and the content within them are accessible to assistive technologies, or else an alternative means of accessing equivalent content is provided
- When form controls are text input fields use the LABEL element
- When text is not available use the title attribute
- Include any special instructions within field labels
- Make sure that form fields are in a logical tab order
- Include a 'Skip Navigation' button to help those using text readers

Interactive Map

- Interactive map functionality will be based on Google Maps as core mapping technology
- Include interactive map with various points of interest pre-pinned based on POI type
- Will allow user to filter types of locations for inclusion on map

Forms & Applications

- *Lead forms*
- *All form information exportable as .csv for upload/integration internally**

Compatibility

- Site will be compatible with economic development site search tools like zoomprospector.com and ESRI GIS products
- Site will be able to rebroadcast event data from City's website or external data sites (if RSS feed or API available)

Social Media / Newsletter Integration

- Social media share links/integration as needed
- Email capturing for newsletter

Prelaunch, On-Site Search Engine Optimization

Based on researched list of keyphrases, include the following in initial build. Search Engine Rankings are NOT guaranteed. These methods do not comprise an SEO “campaign” but are best practices that we complete upon launching any site.

- Keyword/keyphrase research to determine most fruitful keywords
- Keywords in page titles, URLs, headings, filenames, and image tags
- Meta descriptions
- Google analytics install with weekly or monthly report setup
- .XML & HTML .txt sitemap file / submitted to Google for faster indexing
- Robots.txt file
- 301 redirects
- CSS-driven templates w/external .css, external .js files
- HTML/CSS code is W3C validated and compatible with all popular browsers

Training

We include a suite of training videos that we install on the back-end of your site. Once you have reviewed, we offer an optional training session via GoToMeeting to go over any questions. We RECORD AND POST that training for later reference.

- Page, posting and calendar edits
- Site menu additions and deletions
- Video and photo gallery management
- Training on everything you need to do to manage your content

Hosting

- If needed, we set up hosting in YOUR name. Our preferred host for secure, top-of-the line hosting for WordPress clients is WPENGINE (\$29.95/mo.).
- Any out-of-pocket costs for hosting setup will appear on your final invoice; you can login and change the credit card/billing information for next year’s renewals.

Excludes

- **Site maintenance** or additions post launch
- Content development or extensive copywriting
- Hosting or domain name registration costs

Warranty

- We warrant that our sites will function as they did as approved by our clients on launch day and warrant this for a period of 90 days.

Our Philosophy

It’s your site. You should LOVE it... and it will WORK! It will be optimized so people find it; have a compelling look & feel that generates interest in all that Moreno Valley has to offer businesses and industry considering relocation; will be easy and intuitive to use; and, most importantly, will help fuel economic development.

Online Marketing Strategy & Execution

It's a highly competitive marketplace, with everyone fighting for front-page Google results. For organic SEO (Search Engine Optimization) to be effective, it must be part of a wider online marketing and engagement strategy, one that's content-driven and strategic.

With our online marketing clients, there are a couple up-front tasks we HAVE to do before we do anything: an Analysis Report, where we dive in and look at what's going on in your space and with your desired keywords. Then, we build an Engagement Strategy to suit your budget. This will outline our efforts moving forward.

Our online marketing consists of a hands-on approach: we do things and watch the numbers. Carefully. A/B testing, heat mapping, and quickly responding to capitalize on what's working are common tactics in our repertoire. It's very fluid. We put in the hours allotted, where they will best serve you, and we provide detailed monthly reports on your progress.

As a full service agency, we provide comprehensive engagement campaigns to help you succeed. Our engagement strategy may include:

- Social media
- Content curation – develop engaging, share-worthy content
- Video and email campaigns to targeted lists
- Landing pages
- Paid search
- Organic search
- Email campaigns
- Contests, discounts, polls
- Online and offline promotions
- Video production
- SMS/Text campaigns
- Cultivate high quality backlink relationships
- Guest blogging

Measureability should be a key objective of any online campaign. Strong returns in organic traffic is a steadfast measurement of success. When organic traffic is climbing steadily and there is an immediate need for a boost in traffic, paid search may be an option to enhance traffic goals.

For Moreno Valley's economic development site, we suggest an initial 3-month program that contains outbound social efforts, content development, organic optimization and possibly SEM, then moving into a "maintenance" mode where we monitor carefully and make adjustments as needed.

Project	Estimated Hours	Rate	Cost
Brand Development			
Logo concepts/custom illustration	50	\$90	\$4,500
Tagline/message development	30	\$90	\$2,700
Identity guidelines document	20	\$85	\$1,700
Project management – meetings, communications, travel, presentations	30	\$85	\$2,550
Brand Development:			\$11,450
Website Design & Development			
Pre-Project strategic	30	\$90	\$2,700
Creative/design/illustrations	80	\$90	\$7,200
Coding/mobile responsive CSS/Theme/CMS installation	60	\$85	\$5,100
Content development/site buildout	60	\$85	\$5,100
ADA Compliance	70	\$80	\$5,600
Testing & QA	30	\$80	\$2,400
Project management – meetings, communications, travel, presentations	30	\$80	\$2,400
Website Development:			\$30,500
Online Marketing			
Research/develop strategic online marketing plan	30	\$90	\$2,700
Execution, 3-month campaign	60	\$85	\$5,100
Online Marketing:			\$7,800
Estimated Total:			\$49,750

Maintenance

Maintenance costs will depend on how much time your in-house team is able to devote to website updates. We recommend an ongoing maintenance contract of 5-10 hours per month for site updates, assisting your staff as needed, core and plugin updates.

If Searle Creative Group is awarded this contract per the City's planned timeline of December 8, 2015, we propose a start date of December 14, 2015 for pre-project strategic if possible, with a general four-month timeline as follows.

Pre-Project: December 14 - 22, 2015 (meeting needed)

- Creative brief for brand development
- Asset review
- URL research
- Develop site outline

Weeks 1-2, January 4 - 15

- Logo development for initial presentation
- Tagline and messaging concepts
- Meeting may be needed

Week 3, January 18-22

- Logo review/feedback/revisions
- Website content organization
- Asset gathering

Weeks 4-5, January 25- February 5

- Website design comps development

Week 6, February 8 - 12

- Web design review/feedback/revisions
- Meeting may be needed

Week 7-8, February 15-26

- Interior and post page designs
- Review / approval
- CMS installation

Weeks 9-10, February 29-March 4

- CSS/mobile responsive theme coding
- Finalize content

Weeks 11-14, March 7-April 1

- Site buildout
- Infographics
- Additional coding - calendar pull, economic development site search integration
- ADA compliance

Weeks 15-16, April 4 - April 22

- Site testing
- QA
- Prelaunch checklist
- Online marketing strategy development

May 1: Launch!

This tentative schedule will be modified as needed, based on client feedback, and gives us a week of "breathing room" that can be applied when required by unforeseen circumstances.

Collaboration

We approach our projects with a spirit of collaboration – we’re here to serve you, not dictate to you. We’re experts in our field, but clients possess a depth of knowledge about their products and services above and beyond what we bring to the table. We care about what you have to say.

Commitment

We endeavor to complete projects on time, every time. Even when clients give us rush deadlines, we will go above and beyond to make it work. If there is ever a delay, we will let you know.

Service

Call us, we answer. Need something right away? You’ve got it. We will have staff dedicated to your every need, and we’ll work hard to make sure you will consider us the best agency relationship you’ve ever had.

We Stay on Task and Budget

We are vigilant about not wasting a client’s time or money, and this is one of the reasons we have so many long-term clients. When we give you a budget for a project, we stay committed to that budget unless there are significant changes in the scope of work requested by the client.

Innovative Technologies and Special Knowledge

Near-constant changes in HTML and CSS standards, mobile optimization, and Google standards and ranking algorithms are constantly changing, and relate not only to your SEO but to your social media impact as well. We make sure we stay up to date on any changes that affect our online marketing efforts.

Capabilities

We have and are highly skilled in the latest Adobe Creative Cloud software, including InDesign, Illustrator, Photoshop, Acrobat, Dreamweaver, and Fireworks. Our web team are experts in HTML, CSS, CSS3, ASP & PHP.

THANK YOU



We appreciate this chance to share our ideas with you. **We consider working with the City of Moreno Valley an opportunity and privilege, and we’re committed to giving you our best.** If you have any questions or comments, please don’t hesitate to give us a call. Whatever your design firm selection may be, you have our best wishes for a great conclusion to your project.

Searle Creative Group affirms that:

- We are available and able to meet the approximate four-month time frame noted in the RFP.
- All items in the RFP were covered in their entirety in the proposal.
- The RFP and our proposal shall jointly become the basis of the “Agreement for Professional Consultant Services” for this project when fully executed.
- A single and separate section “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 our proposal is contingent and will shall take precedence over this RFP.
- We do not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- We are compliant with ADA, FEHA, and the Civil Rights Act.
- We are properly insured as per the City of Moreno Valley’s general liability requirements.
- We carry Worker’s Compensation insurance for all employees.

SearleCreative
MARKETING & DESIGN GROUP™

1833 Portola Road, Suite G • Ventura, CA 93003 • 805-648-4403 • kellie@searlecreative.com

The following are Searle Creative Group’s responses to questions submitted on November 19, 2015 in regards to the Branding & Website Proposal submitted by Searle Creative on October 9, 2015.

1. As the majority of your clients are more tourism-related, can you expand on how you would address Moreno Valley’s economic development perspective differently than a tourism perspective?

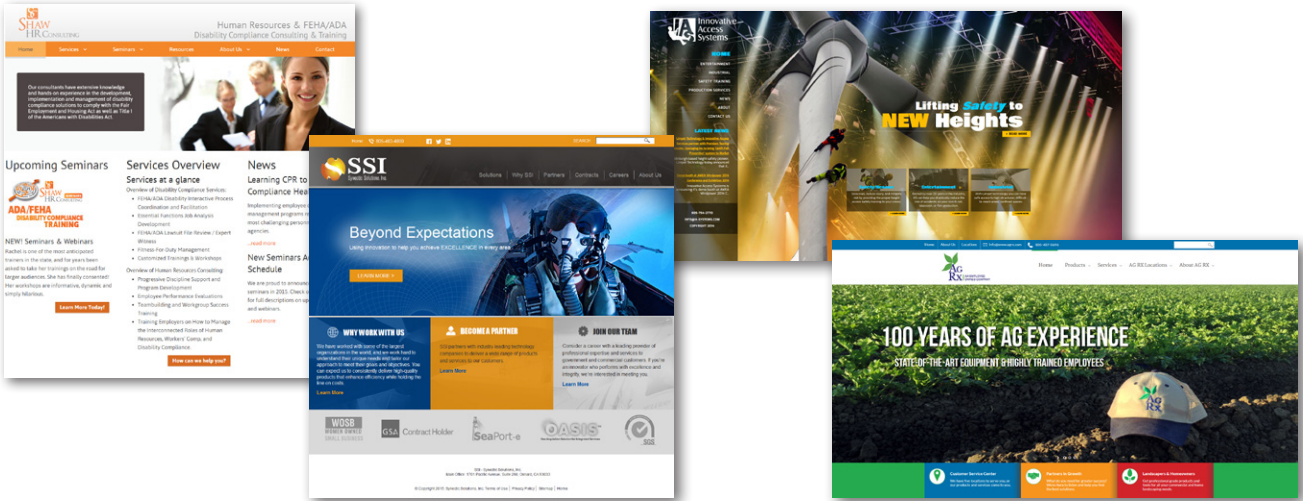
Destination marketing is about finding the things that make a PLACE special and sharing/storytelling those special qualities in a way that would appeal to visitors. Our experience in tourism puts us in a position to understand and promote a LOCATION (as opposed to a product or service, although Moreno Valley also has products and services that are important to talk about, but they are under the umbrella of location in this case).

Although we currently have four tourism-related clients (Oxnard, Lompoc, Ventura Harbor Village, and Catalina Island), the majority of our clients are actually not tourism related. We have many business-to-business clients, where it’s all about positioning the target business to be at a COMPETITIVE ADVANTAGE – how can this product or service or, in your case, LOCATION – help me save money or make money? That’s the core of what Moreno Valley economic development has to focus on. How does moving/locating/starting business in Moreno Valley put our company at a competitive advantage? What are the benefits Moreno Valley can deliver better than any competing city? Our job is to answer those questions in a compelling manner.

2. Some of the websites that Searle Creative has developed seem to have the same look and may not be as “corporate.” Can you share your thoughts on having a more corporate look?

In web, there has been a major design movement the last several years toward “cleaner” look, partly because of the needs for mobile viewing and quick load time, and partly because design styles just shift now and then. We are distinctly aware of the web 2.0 design movement, and we do use elements of this design theory very often in our work, when appropriate.

There is a place and a time for every type of design. Since Searle Creative has varying industries in our portfolio, we specialize in creating websites designs that are unique to our clients’ needs. We would take such care in curating a design uniquely appropriate for Moreno Valley’s needs. Ultimately, we are open to clients’ ideas and work within a collaborative process.



Attachment: ED Website Branding SEARLE CREATIVE Agreement (1925 : WEBSITE / RE-BRANDING FOR BUSINESS ATTRACTION)

3. Most of Searle Creative's clients are from Ventura County. How do you propose to overcome your lack of knowledge about the Inland Empire and gain understanding about the local opportunities and constraints?

In our business, we have to overcome initial lack of specific knowledge all the time – or we would never be able to do work for new clients! We make it our business to understand your product, your audience, your challenges, your industry, and your strengths. We research, we ask questions, we visit and tour the area. We bring our marketing experience and know-how to the table for each client.

At first, we look to YOU, as the expert, to help guide us in the materials we create – the client's depth of knowledge is our feedback loop and helps keep us on track with messaging and visuals, until we are entrenched. My greatest goal is to "get it" – it's the best compliment ever when a client says, "I feel like you GET it."

We didn't know about restaurant software until we started working with CBS in Irvine. We didn't know about Lompoc, in Santa Barbara County, until we visited and explored that city. We didn't know about international trade until we started working with the Port. That's what we love about this job – being able to learn new things, bring our experience to bear on new projects.

Plus, I can't tell you how often it is an *advantage* for our clients that we are able to look at something from an outsider's perspective. This enables us to uncover benefits that sometimes they can't see because they are too close.

4. Your proposed timetable is 16 weeks. Is there a possibility of streamlining the product delivery date?

I believe we may be able to trim a couple weeks off – I had built in some wiggle room. In my experience, the more people involved in the decision making, the longer these projects tend to take. I know you are anxious to get this off the ground so we will do everything possible to streamline the timeline should you choose to work with Searle.

5. What is Searle Creative's annual maintenance cost if we decide to have your firm to serve as the webmaster?

It depends on whether you are managing the website in house, or asking our help on a regular basis. Technically, we need about 1-2 hours a month to make sure any technical updates are made, to keep the CMS updated and secure. If you need our help to make content updates, posts, etc. we just charge hourly for that. If you budgeted for 5-8 hours a month total (\$450-\$720/mo.), that is usually plenty. We don't force you into an annual contract. If you need functional changes, like you want us to build some functionality that wasn't previously needed, we quote that.

For SEO work, we always build around a client's budget – because spending on SEO and SEM can get astronomical! So we start with what you want to invest in your SEO/SEM and build an ongoing plan that works with your budget. The hosting we recommend (WPENGINE.com) is \$30/month.

Thank you for the opportunity and please let us know if you have any further questions!

EXHIBIT B**THE CITY'S RESPONSIBILITIES****SERVICES TO BE PROVIDED TO CONSULTANT**

1. Furnish the Consultant all in-house data that 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 a list of potential partner agencies, and such other pertinent data which may become available to the City.
2. Fund Consultant's access to City's legal counsel, as necessary for Consultant's performance of the Scope of Work.
3. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
4. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT C

TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$ 49,750.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at AccountsPayable@moval.org

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the Economic Development Department at michelep@moval.org or calls directed to (951) 413-3030.

3. The Contractor 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
4. 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 Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.



Report to City Council

TO: Mayor and City Council

FROM: Allen Brock, Community Development Director

AGENDA DATE: March 1, 2016

TITLE: AUTHORIZATION TO AWARD A CONTRACT FOR FEASIBILITY STUDY ON POTENTIAL FUTURE ANNEXATION

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Authorize the City Manager to execute a contract with Michael Baker International in a not-to-exceed amount of \$72,590 to perform a Feasibility Study to evaluate annexation interests of the presently unincorporated territory generally situated between the City's northern boundaries and the San Bernardino County line and San Timoteo Canyon Road, the City's eastern boundary and State Route 60 and the City's western boundary and Riverside city limits.
2. Authorize the issuance of a Purchase Order to Michael Baker International in the amount of \$72,590 when the contract has been signed by all parties.
3. Authorize the Chief Financial Officer to appropriate \$72,590 from the General Fund (Fund 1010) to fund a Feasibility Study for the potential annexation of land.

SUMMARY

This report recommends approval of the award of a contract to Michael Baker International to prepare of a Feasibility Study of opportunities, constraints and other pertinent interests related to the potential annexing of unincorporated territory generally situated between the City's northern boundaries and the San Bernardino County line and San Timoteo Canyon Road, the City's eastern boundary and State Route 60 and the City's western boundary and Riverside city limits. The total contract award is for a not-to-exceed price of \$72,590 to be funded with general fund dollars.

DISCUSSION

In late 2015, City representatives met with Local Agency Formation Commission (LAFCO) staff to discuss the concept of City of Moreno Valley annexing unincorporated territory generally situated between the City's northern boundaries and the San Bernardino County line and San Timoteo Canyon Road, the City's eastern boundary and State Route 60 and the City's western boundary and Riverside city limits (Attachment 1).

At the meeting with LAFCO, it was determined the most prudent approach to exploring this annexation concept would be to prepare a Feasibility Study for City Council consideration. The purpose of the Feasibility Study is to provide the City Council with an analysis of the options available for annexing territory within and outside the City's spheres of influence. Further, the Feasibility Study will provide the City Council with a cost estimate associated with each annexation option. Finally, the Feasibility Study will outline the procedures to effectuate each annexation option, which will address, but not be limited to, describing and outlining the requirements concerning environmental review, pre-zoning, and the provision of municipal services. In light of the above, the City Council unanimously approved release of a Request for Proposal for a Feasibility Study on December 15, 2015.

On December 23, 2015 the City released the Request for Proposal #2015-029 (RFP) soliciting proposals from qualified consulting firms to perform the desired Feasibility Study (Attachment 2). The closing date for proposals was set for January 18, 2016. In response to the RFP, one proposal was received from the firm of Michael Baker International (Attachment 3). Michael Baker International is a 6,000-person corporation with a 75 year presence in Southern California including strong current experience in the Inland Empire. Upon a careful assessment of the proposal, the proposal was found to be responsive to the RFP. The proposed project team is appropriately experienced and suited for the assignment. The project understanding, technical approach, and deliverables are sound.

With an expressed interest by the proposer to gain additional clarity on the City's objectives, their approach and cost proposal is structured to include three principal Tasks covering Annexation Options Assessment (Feasibility Study), GIS Data Mapping and Study Area Preliminary Infrastructure Assessment, and two optional Tasks of Natural Resources and MSHCP Preliminary Assessment and Preliminary Fiscal Impact Analysis for a total cost of \$52,590. A number of additional pertinent tasks are noted as being optional at additional fee. Recommends that all five proposed Tasks should be included in the effort. In addition, with respect to the 21 optional tasks offered, staff believes several of these tasks including, but not limited to, Analysis of Potential Future Development Potential, Tribal Land Research, and Water Supply Verification may prove to be prudent in the effort, and therefore is recommending a total consulting budget of \$72,590.

If it is the desire of the City Council to initiate the feasibility study as soon as possible, staff recommends an award of a contract to Michael Baker International as described

above, and authorization from the City Council to proceed.

ALTERNATIVES

1. Authorize the City Manager to execute a contract with Michael Baker International in a not-to-exceed amount of \$72,590 to perform a Feasibility Study to evaluate annexation interests of the presently unincorporated territory generally situated between the City’s northern boundaries and the San Bernardino County line and San Timoteo Canyon Road, the City’s eastern boundary and State Route 60 and the City’s western boundary and Riverside city limits. **Staff recommends this alternative to ensure an adequate review for any future decisions.**

2. Authorize the City Manager to execute a contract with Michael Baker International in a not-to-exceed amount of \$52,590 to perform a Feasibility Study to evaluate annexation interests of the presently unincorporated territory generally situated between the City’s northern boundaries and the San Bernardino County line and San Timoteo Canyon Road, the City’s eastern boundary and State Route 60 and the City’s western boundary and Riverside city limits. **Staff does not recommend this alternative as it does not include the necessary tasks for an adequate review.**

3. Reject the current proposal and direct the City Manager to terminate any further efforts related to the annexation effort until further direction by the City Council. **Staff does not recommend this alternative.**

FISCAL IMPACT

The preparation of a feasibility study for potential annexation interests was not a budgeted item in the currently approved City Budget. The consultant contract will require a new General Fund budget allocation of \$72,590. In addition to budget for the consultant contract, it is noted that internal staff support from, but not limited to, Community Development, Public Works, Fire, Public Safety and Finance will be required. The commitment of staffing support to this work effort can have an impact on other work program interests. The cost of staffing support hours will be absorbed within current operations budget to the greatest extent possible. Should outside contract work be required to ensure adequate development services delivery not be negatively impacted, staff may request additional funding at a later date. Dedicated staff hours can be tracked using the city’s Permits Plus system to perform a subsequent fiscal impact assessment.

In order to proceed with this work effort, staff recommends a City Council appropriation of unencumbered general fund in the amount of \$72,590 for this project.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 15/16 Budget	Proposed Adjustments	FY 15/16 Amended Budget
Contract Services	General	1010-20-27-20212-620299	Exp	\$ 0	\$72,590	\$72,590

CITY COUNCIL GOALS

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

NOTIFICATION

N/A

PREPARATION OF STAFF REPORT

Prepared By:
Richard J. Sandzimier
Planning Official

Department Head Approval:
Allen Brock
Community Development Director

ATTACHMENTS

1. Study Area Map
2. Request For Proposal #2015-029
3. Michael Baker International proposal dated January 15, 2016

CITY COUNCIL GOALS

None







ATTACHMENTS

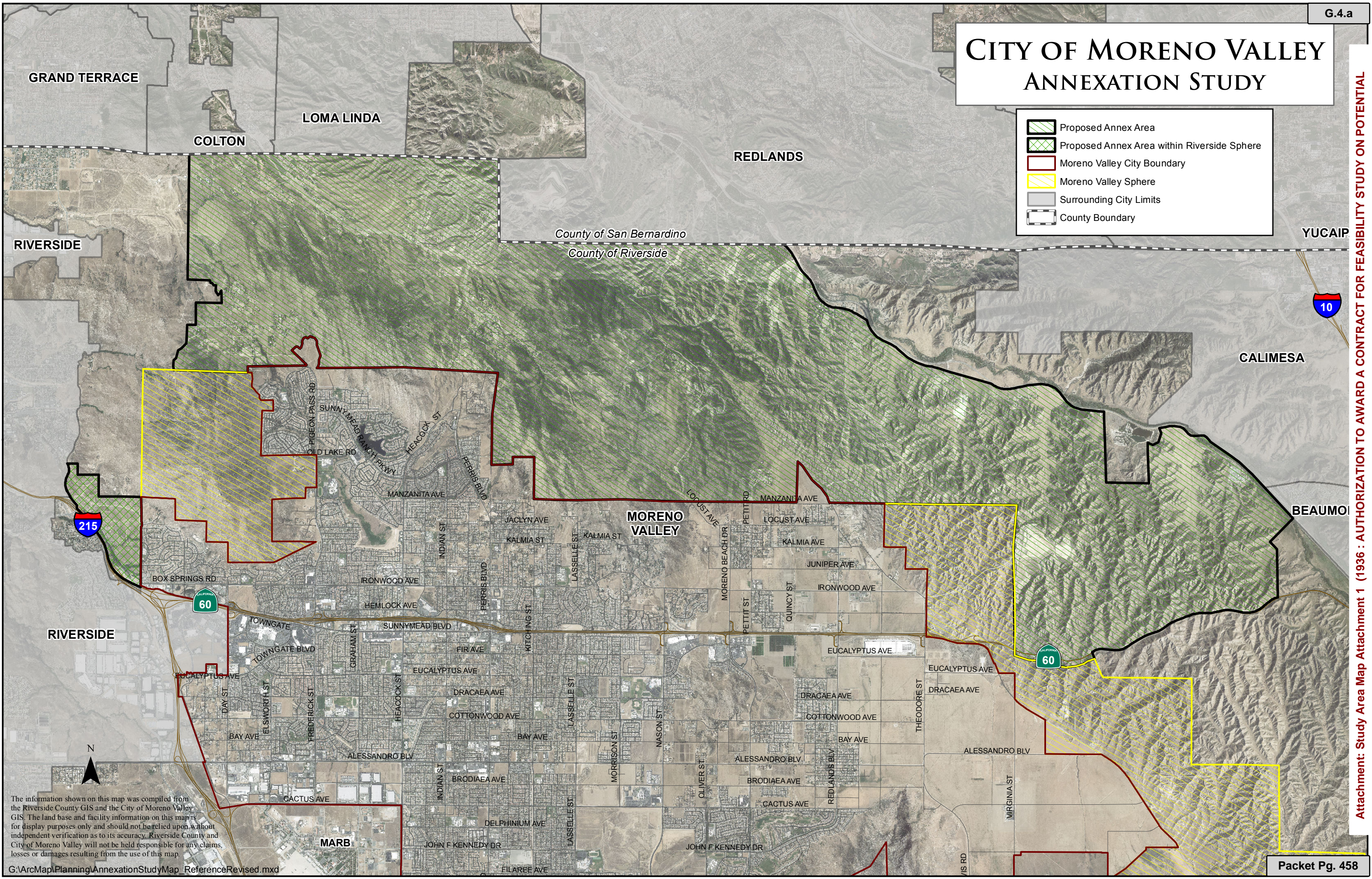
1. Study Area Map Attachment 1
2. Request for Proposal 2015-029 Attachment 2
3. Michael Baker International Proposal dated January 15, 2016

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	2/17/16 5:11 PM
City Attorney Approval	<u>✓ Approved</u>	2/17/16 5:07 PM
City Manager Approval	<u>✓ Approved</u>	2/18/16 5:52 PM

CITY OF MORENO VALLEY ANNEXATION STUDY

-  Proposed Annex Area
-  Proposed Annex Area within Riverside Sphere
-  Moreno Valley City Boundary
-  Moreno Valley Sphere
-  Surrounding City Limits
-  County Boundary



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.

Attachment: Study Area Map Attachment 1 (1936 : AUTHORIZATION TO AWARD A CONTRACT FOR FEASIBILITY STUDY ON POTENTIAL



CITY OF MORENO VALLEY

REQUEST FOR PROPOSAL

RFP # 2015-029

FOR

ANNEXATION CONSULTING SERVICES

Issued:

DECEMBER 23, 2015

Attachment: Request for Proposal 2015-029 Attachment 2 (1936 : AUTHORIZATION TO AWARD A CONTRACT FOR FEASIBILITY STUDY ON

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CITY OF MORENO VALLEY
REQUEST FOR PROPOSALS
FOR
ANNEXATION CONSULTING SERVICES

ANNOUNCEMENT:

The City of Moreno Valley (“City”) invites proposals from qualified, competent, knowledgeable, and experienced firms (“Firm” or “Firms”) for annexation consulting services including, without limitation, conducting a feasibility study for annexation of land, some of which is currently within the City’s sphere of influence and some of which is not currently within the City’s sphere of influence (collectively, the “Land”), as depicted in the map attachment “**A**”, and otherwise administer the duties and responsibilities set forth in this Request for Proposals (“RFP”), in compliance with all applicable laws, regulations, policies and procedures. Firms submitting proposals must be prepared to immediately enter into a contract (“Agreement”) for the services and duties as set forth in this RFP. See attachment “**B**” for sample agreement.

SCOPE OF SERVICES:

The selected Firm (“Consultant”) shall be prepared to provide the City with all the necessary services to fulfill its duties and obligations under the Agreement which duties and obligations include, but are not limited to, the following:

Feasibility Study for Annexation of Land:

The City is seeking Consultant to do the following:

- Conduct a feasibility study for annexation of the Land including annexation options, and provide separate analyses for annexation of portions of the Land both within and outside the City’s sphere of influence;
- Provide the City with a cost estimate for annexation of the Land, including separate costs for annexation of portions of the Land both within and outside the City’s sphere of influence; and
- Provide the City with the procedure to effectuate the annexation of the Land, including separate procedures, if applicable, for annexation of portions of the Land both within and outside the City’s sphere of influence. Such procedure must include all requirements concerning environmental, pre-zoning, and municipal services, among other things.
- The Consultant is expected to conduct, at minimum, the tasks identified in the RFP (“Services”). in response to this RFP, Consultant shall provide a detailed explanation on how the required Services are to be accomplished, and may suggest additional tasks as deemed necessary to meet the stated in project objectives.

GENERAL INSTRUCTIONS FOR SUBMITTAL:

A. Proposal Submittal Due date and Time:

Proposal submittal due date is January 18th, 2016 before 2:00 pm Pacific Time. Submit proposals at the City eProcurement website:

http://www.moreno-valley.ca.us/rfps/bids_rfps.shtml

The City of Moreno Valley reserves the right to reject any or all proposals submitted.

B. Questions/Answers:

All questions and answers will be handled via the Q&A tab of the invitation # 2015-029. Please note all questions to the RFP are due before: 2:00 p.m. January 14, 2016 Pacific Standard Time.

C. Pre-contractual Expenses:

The City shall not be responsible for, under any circumstances, any claims of expenses necessary for the Firms to receive, evaluate, complete and deliver the proposal. Firms should also not include any pre-contractual expenses or fees in the proposal.

D. Conflicts of Interest:

Interested Firms shall affirm that to the best of his or her knowledge, there exists no actual or potential conflict between the Firms' business or financial interests, and either the services to be provided under the Agreement, or any commissioner, officer, employee, or agent of the City. For the duration of the Agreement, the Firms shall refrain from undertaking any work for any individual, business, or legal entity, in which direct conflicts of interest regarding the services to be provided thereunder or herein may arise.

E. Proposed Contract:

The City is proposing a contract to be awarded for annexation consulting services to a qualified individual or business. This contract is based on services as needed, and as requested, and does not guarantee a commitment of time to the recipient of the contract. The Firm selected through this RFP shall be required to enter into the Agreement with the City. See attachment "B" for a copy of the sample agreement.

F. Insurance and Acknowledgement

Each proposal shall include a breakdown of all costs associated with issuance of the insurance endorsements described in attachment “C”. (“Insurance Provisions”). Each proposal shall also include signed acknowledgement(s) in substantially the same form as the form as attachment “C,” through which each insurance carrier that will issue any policy required in the Insurance Provisions, shall acknowledge, warrant and represent that it possesses the ability to and shall furnish all the insurance endorsements prescribed in the Insurance Provisions within thirty (30) days after the date of contract award.

PROPOSAL FORMAT AND CONTENT:

A. Presentation:

Proposals shall be submitted into the online bid management system.

B. Proposal Content:

1. Transmittal Letter:

- a. Contact information, identification of firm, name and email address and telephone number;
- b. A statement to the effect that the proposal will remain valid for one hundred eighty (180) days from the due date for the proposals;
- c. Acknowledgement of receipt of addenda, if any; and
- d. Signature of the person authorized to bind the terms of the proposal.

2. Table of Contents:

Following the transmittal, provide a table of contents for the proposal.

C. Qualifications, Related Experience and References:

1. This section shall establish the ability of the Firms to satisfy all aspects of the required work with current or recently completed annexation consulting services work, similar to the work required in this RFP.

2. Background information of the Firm, including the date of founding, legal form, number and location of offices, number of employees, days and hours of operation and any other pertinent information.
3. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, mergers) and organizational conflicts of interest that may affect the ability of the Firm to perform the required duties.
4. Certify that the Firm is not debarred, suspended or otherwise declared ineligible to contract with any other federal, state or local public agency.
5. Provide a list of business clients to which the Firm is currently providing, or has recently provided, annexation consulting services. Include company names, beginning/end dates of contracts, and names, titles and telephone numbers the City can contact as references for the Firm.
6. Furnish as an appendix, the Firm's financial information (last year's Income Statement and Balance Sheet) that accurately describes the financial stability of the Firm (financial statements will remain confidential and will be revealed only to individuals involved in the evaluation process and award of contract).

D. Proposed Staffing and Project Organization:

1. Discuss the staffing of the proposing Firm who would be assigned to perform the Services.
2. Identify the key personnel that would be assigned to perform the Services, in hours per week. Include a brief description of their qualifications and experience in performing the type of work being assigned.
3. Designate an administrator who would serve as a day-to-day contact for the City.
4. Provide any necessary organizational chart of the Firm as it relates to this RFP.

E. Work Plan / Technical Approach

1. Establish the Firm's understanding of the City's objectives and requirements, demonstrate the proper ability to meet those objectives and requirements, and clearly identify the method (plan) of accomplishing the Services.

2. Describe what information, documentation or staff assistance from the City the Firm would request from the City in order to complete the Services.
3. Provide a summary of the Firm's proposed services, with a focus on any technologies, innovations, and processes that the Firm will offer to help the City meet its objectives.

F. Cost and Price

1. This section shall disclose all charges to be assessed to the City for the required Services and declare the Firm's preferences for method and timing of payment.
2. Quote a total price for completing all Services; include all costs associated with the operating budget, including all annexation consulting service fees.
3. For all staff declared in the organizational chart, provide a schedule of hourly labor rates.

G. Appendices

Furnish as appendices, supporting documentation as requested, such as financial information and staff resumes.

PROPOSAL EVALUATION AND CONTRACT AWARD:

A. Evaluation Panel

An evaluation panel consisting of City staff will be responsible for reviewing, analyzing, and evaluating the proposals received. The panel may also conduct contract negotiations with the highest rated Firm(s). The evaluation panel will either select the Consultant or make recommendations to the City Council regarding selection.

B. Evaluation Criteria

Proposals will be evaluated by the panel, considering the factors which are listed below, in no particular order of significance.

1. Cost and price;
2. Work plan;
3. Qualification and experience of Firm;
4. Staffing and organization;
5. Conformance with this RFP;

6. References of performance including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, compliance with the requirements, and other considerations; and
7. Any other criteria determined by the City.

Upon selection of the Consultant, the City may require the Consultant to make an oral presentation to the evaluation panel and/or the City Council or City Manager. The City expressly reserves the right to reject any or all proposals, with or without providing a reason and to waive any irregularities or informalities in the offers received. In the event of any such rejection, or in the event a Firm's offer is not rejected but does not result in contract award, the City shall not be liable for any costs incurred by the Firm in connection with the preparation and submittal of the proposal.

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MORENO VALLEY

WHERE DREAMS SOAR



ANNEXATION CONSULTING SERVICES

For Feasibility Study

RFP #2015-029

Michael Baker
INTERNATIONAL

Proposal

Attachment: Michael Baker International Proposal dated January 15, 2016 (1936 : AUTHORIZATION TO AWARD A CONTRACT FOR FEASIBILITY



We Make a Difference

January 15, 2016

City of Moreno Valley
 Purchasing Division
 14177 Frederick Street
 Moreno Valley, CA 92552

**Re: Proposal for Annexation Consulting Services
 RFP # 2015-029**

On behalf of the Michael Baker International (Michael Baker) project team, it is with great commitment and enthusiasm that we submit our proposal to provide Annexation Consulting Services to the City of Moreno Valley.

Michael Baker is a 6,000-person financially strong corporation with a 75 year presence in Southern California and a 30 year presence in the Inland Empire. Key personnel assigned to this project have provided similar services to Riverside County as well as Southern California.

Highlights of our qualifications that will result in a well-managed, quality project that meets the goals and serves to protect and represent the interests of the City include:

- A team backed by the commitment of our senior leadership to make this project a priority and assure that the needed resources will be allocated throughout the duration of the project.
- Local key personnel with longevity with Michael Baker, an investment in the future of the firm, and a history of performing together as a team.
- Key personnel with extensive experience in assisting public and private clients through the Annexation process.
- A team with a community minded approach that will result in a pro-active, positive interface with residents and businesses to effectively communicate the importance and positive outcomes of the project.

While this is not a comprehensive list of team strengths, it represents our understanding of aspects of the project that will require a focused set of qualities for success.

We look forward to the opportunity to provide consulting services to the City. The enclosed proposal will remain valid for 180 days from January 18, 2016. Please contact me with any questions and correspondence.

Respectfully,

A handwritten signature in black ink that reads "Chip Leslie".

Chip Leslie

Project Manager / Administrator
 909.974.4909 office | 714.322.8752 mobile
 hleslie@mbakerintl.com

Primary Contact

Authorized Representative



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Attachment: Michael Baker International Proposal dated January 15, 2016 (1936 : AUTHORIZATION TO AWARD A CONTRACT FOR



MORENO VALLEY
WHERE DREAMS SOAR

ANNEXATION CONSULTING SERVICES
For Feasibility Study
RFP #2015-029

Section C

Qualifications, Related Experience and References



SECTION C QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

FIRM INTRODUCTION

Michael Baker has a rich legacy as a consulting firm founded in 1940, with continued growth and expansion since then. Specializing in planning, environmental compliance, program management, engineering, construction management/inspection, and full life cycle support services as well as information technology and communications solutions, the firm provides a host of differentiated and innovative services that enhance client projects. Michael Baker's focus is on the safety and security of people in our local communities and across the globe. Michael Baker has more than 6,000 employees in 90 offices worldwide. Office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

Michael Baker is celebrating our 76th year of continuous operation and is ranked in ENR's Top 500 firms. We are a strong, financially stable corporation with no bankruptcy, pending litigation, closures or mergers that would impede our ability to complete this Project. Through our dedication to client satisfaction, we maintain a consistent, healthy staff based on projected backlog.

By submittal of this Proposal, we hereby certify that Michael Baker is not debarred, suspended or otherwise declared ineligible to contract with any other federal, state or local public agency.

QUALIFICATIONS

Research and the innovation of implementation tools are two essential elements that Michael Baker builds into any planning project we undertake. Whether it is annexation assistance, a feasibility study, general plan, specific plan, zoning code, master plan or a redevelopment plan, Michael Baker provides the expertise to guide agencies through the process. Services include conducting public meetings, presentations at hearings, and providing reports and data for final approvals. Michael Baker provides the resources to build consensus, develop realistic plans, and provide creative implementation techniques and incentives. Part of our success comes from our ability to develop positive visions for the future.

RELATED EXPERIENCE AND REFERENCES

La Entrada Specific Plan Annexation Area Feasibility Study | Coachella, CA | 2013 - 2014

PSAV, LLC | c/o New West Communities | Ms. Alysia Vigil | 702/293-9030

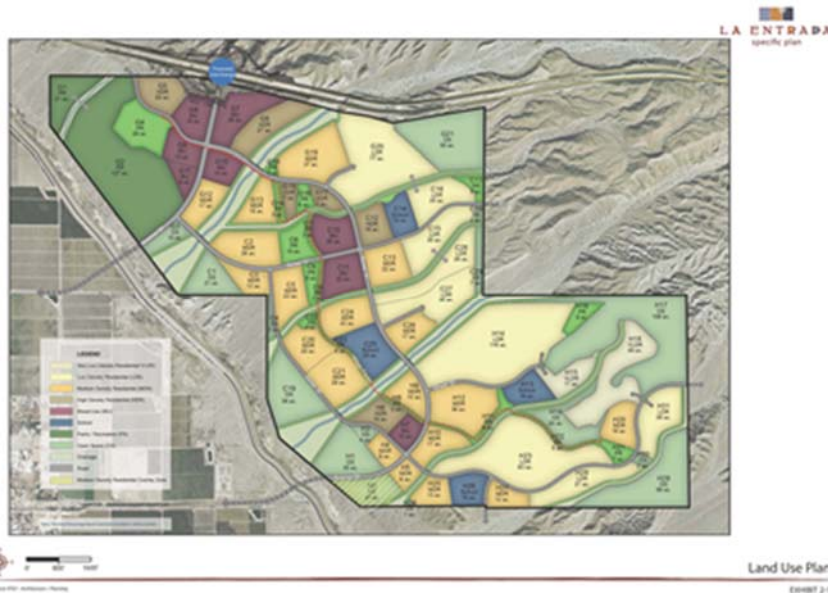
City of Coachella | Mr. Luis Lopez, Development Services Director | 760/398-3502

Michael Baker processed and prepared required annexation documents including a Plan of Services (Plan) providing the City of Coachella's plan for the provision of municipal and other associated services to an area consisting of approximately 586.5 acres, generally referred to as the La Entrada Annexation Area or City of Coachella Annexation No. 63. This annexation area comprises a portion of the overall La Entrada Specific Plan prepared by Michael Baker and approved by the City of Coachella. The Plan of Services was prepared pursuant to Riverside County Local Agency Formation Commission (LAFCO) policies regarding annexation proposals, and California Government Code Section 56653 for Plan of Providing Services. As this document was a component for evaluating the annexation proposal, it included analysis and documentation regarding the ability of the City of Coachella and other service providers to provide



adequate municipal services to a proposed annexation area in a cost effective and efficient manner. The annexation was approved by the City of Coachella in September 2014 and LAFCO approved it in April 2015.

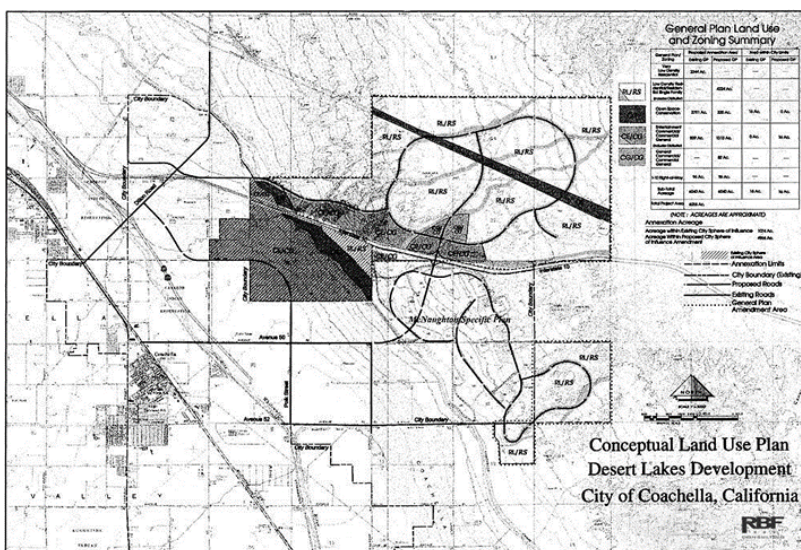
The current Project Applicant initiated a new entitlement process in 2011 and had Michael Baker prepare the new La Entrada Specific Plan. The La Entrada Annexation (Annexation) Area is included in the La Entrada Specific Plan (Specific Plan) Area. The Specific Plan site consists of approximately 2,200 gross acres, owned in its entirety by the Project Applicant (PSAV, LLC).



Of the 2,200 gross acres, approximately 1,612 acres are currently within the City of Coachella and the approximately 586.5 remaining acres are within unincorporated Riverside County, and fall within the City of Coachella's adopted Sphere of Influence (SOI). The 586.5 acres comprise the total Annexation Area, and is approximately 26.7 percent of the total Specific Plan Area.

Desert Lakes Development | Coachella, CA
City of Coachella | Mr. Luis Lopez, Development Services Director | 760/398-3502

Michael Baker prepared the Preliminary Land Use Plan, LAFCO Plan of Services, Initial Study/Mitigated Negative Declaration and related documents to support the sphere of influence expansion and annexation of this 6,056-acre area east of Coachella along Interstate 10. Michael Baker worked closely with the landowner, City staff, LAFCO and local agencies to prepare a Land Use Plan that met the City's goals while respecting the site's natural features and constraints. As part of this work effort, Michael Baker conducted a detailed site investigation and due diligence effort, culminating in preparation of a site constraints overlay and land use yield analysis. Key site constraints include the Whitewater River and other major drainages, as



Attachment: Michael Baker International Proposal dated January 15, 2016 : AUTHORIZATION TO AWARD A CONTRACT FOR

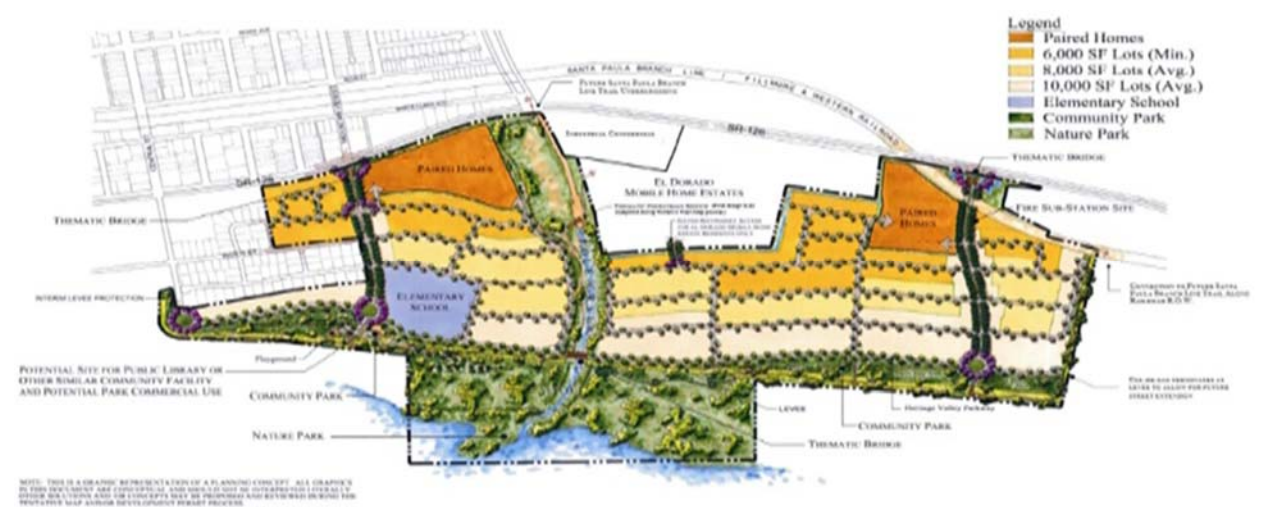


well as the San Andreas, Skeleton Canyon, and Coachella Fan fault zones. The resultant Land Use Plan included 4,224 acres of residential, 1,411 acres of commercial/retail, and 325 acres of open space. Michael Baker utilized the constraints analysis and Land Use Plan as the basis for the required environmental document (Initial Study/Mitigated Negative Declaration) and LAFCO Annexation Application. One of the project's key features is the required extension of existing City infrastructure to serve the site, which Michael Baker addressed in the LAFCO Plan of Services and related infrastructure master planning. Michael Baker also provided engineering, environmental and regulatory permitting assistance as part of the Caltrans Local Assistance process for the McNaughton Ranch/I-10 Interchange, which is necessary to serve the project.

Heritage Valley Parks Specific Plan / EIR | Fillmore, CA | 2001 – 2002
City of Fillmore | Mr. Kevin McSweeney, Community Development Director | 805/524-1500

The project consisted of a specific plan and related entitlements, creating an eastern “gateway” into the City of Fillmore. The 301.2-acre project required Local Agency Formation Commission (LAFCO) approval of a Sphere of Influence Amendment and Annexation. Project elements included: a regional debris basin and levee, elementary school, nature preserve, extensive parks and trails, a fire station site, and a future community facility. Surrounding areas included: downtown Fillmore, residential, commercial, agricultural uses, SR-126, and the El Dorado Mobile Home Park to the north. Highway commercial and residential uses exist to the west. To the south and east are agricultural uses, the Santa Clara River, and the State Fish Hatchery. Integration of the specific plan with the existing community and preservation of surrounding natural resources are critical to ensuring compatibility with the existing Fillmore community.

Additionally, Michael Baker provided extensive third party technical study review, recommendations for “New Urbanist Concepts”, public and agency scoping, and coordination with an extensive team of City and applicant attorneys, public relations consultants and technical experts.

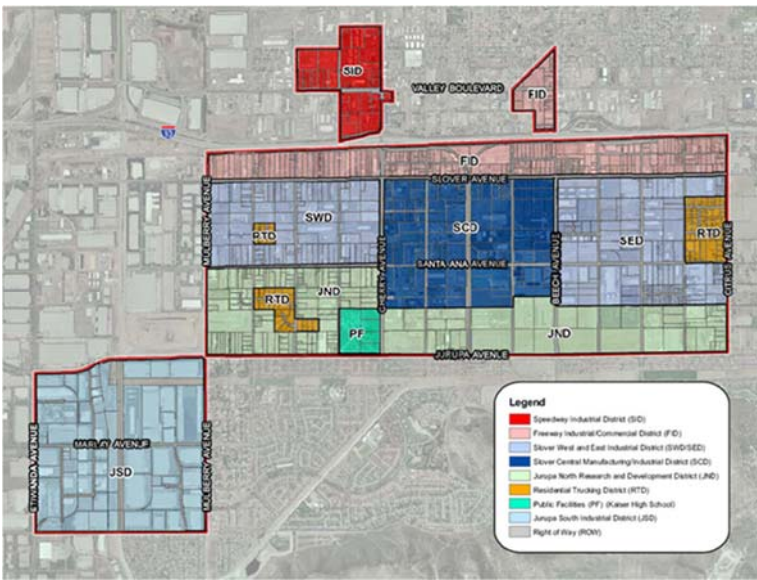


Attachment: Michael Baker International Proposal dated January 15, 2016 (1936 : AUTHORIZATION TO AWARD A CONTRACT FOR



On-Call Planning / Environmental Services | Fontana, CA | 2005 - 2016
City of Fontana | Ms. Rina Leung, Assistant Planner | 909/350-6566

As a part of Michael Baker’s On-Call services being provided to the City of Fontana, a specific plan and annexation services were provided for the Southwest Industrial Park. The 3,112-acre Specific Plan will guide future development and redevelopment into commercial, industrial, and residential land uses. Just south of Interstate 10, the project site affects intersections and roadways in multiple jurisdictions, as well as State Route 215 and State Route 60. The proposed Specific Plan identifies 10 Districts where land use planning is refined to help guide future development in a cohesive manner.



On-Call Planning / Environmental Services | Bakersfield, CA | 2004 - 2006
City of Bakersfield | Mr. Martin Ortiz, Principal Planner | 661/326-3733

Michael Baker worked as an extension of City of Bakersfield Planning Department staff for two years. Michael Baker’s responsibilities included the preparation of Mitigated Negative Declarations (MND) for General Plan Amendments (GPA), Zone Changes (ZC), Williamson Act Contract Cancellations, and Annexations of properties into the City’s Corporate Boundaries. Michael Baker was also responsible for the preparation of Staff Reports and Planning Commission Resolutions.

This experience resulted in a thorough understanding of the current City procedures for obtaining environmental clearance and Planning Commission approval for a range of development projects located throughout the City of Bakersfield's Sphere of Influence. Michael Baker completed over 25 MNDs, Staff Reports, and Planning Commission Resolutions for projects that have ranged in complexity from the development of one single-family residence to several hundred single-family residences, and to Specific Plan Lines for the construction of new roadways. The On-Call Contract resulted in the completion of the following projects:

- GPA/ZC 04-1344
- GPA/ZC/Annexation 04-1765
- GPA/ZC/Annexation/Williamson Act Contract Cancellation 05-0338
- GPA 05-0403
- GPA/ZC 05-0410
- GPA/ZC 05-0412
- GPA/ZC 05-0414
- GPA/ZC 05-0417
- GPA/ZC/Annexation 05-0420
- GPA/ZC 05-0423
- GPA/ZC/Annexation 05-0425
- GPA/ZC/Annexation 05-0426
- GPA/ZC/Annexation/Williamson Act Contract Cancellation 05-0476
- GPA/ZC/Annexation 05-0743

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- GPA/ZC 05-0844
- GPA/ZC 05-0872
- GPA/ZC 05-0926
- GPA/ZC 05-0931
- GPA/ZC 05-0933
- GPA/ZC 05-0936
- GPA/ZC 05-0937
- GPA/ZC 05-0938
- GPA/ZC/Annexation 05-0942
- GPA/ZC/Annexation 05-0943
- GPA/ZC 05-0945
- GPA/ZC 05-0946
- Specific Plan Line 05-0953
- GPA 05-1199
- Specific Plan Line 05-1287
- GPA/ZC 05-1437

Ellis Specific Plan / EIR | Tracy, CA | 2012 – 2013

City of Tracy | Mr. Bill Dean, Assistant Director | 209/831-6400

Michael Baker was responsible for the preparation of a program and project level EIR for the Development Agreement Program (DAP) and 320+-acre Ellis Specific Plan, a transit-oriented, mixed-use project within the City of Tracy's Sphere of Influence. The Ellis Specific Plan provides the general vision, layout and design of a proposed mix of residential, commercial, office/professional and recreational/open space uses (including a 12-acre Swim Center within a 20-acre Community Park) with the focal point of community activities centered around the village center. Neighborhood-serving retail services, recreational facilities and residences are within walking distance of one another. The proposed project includes the first phase of the DAP through the Ellis Specific Plan, a comprehensive land use policy, zoning and design guideline document for future development of approximately 321-acres defined in the Tracy General Plan as Urban Reserve 10.

The DAP would provide eligibility for the Project Applicant to obtain up to 3,850 residential growth allotments at some time in the future, which would include the 2,250 units within the Ellis Specific Plan.

Michael Baker's team of in-house specialists and key sub-consultants reviewed and compiled the EIR document, Development Agreement and Annexation applications. Michael Baker staff also provided support for public meetings and prepared responses to comments. Critical issues for the project included coordination with the Tracy Municipal Airport and San Joaquin County Airport Land Use Commission with respect to the airport approach zone; compliance with SB 610 and SB 221 to secure an adequate and reliable water supply for build-out of the Specific Plan; compliance with AB 32 to ensure adequate wastewater treatment capacity and storm water management; addressing regional transportation impacts, improvements, and fees; as well as assessing global climate change.



MORENO VALLEY
WHERE DREAMS SOAR

ANNEXATION CONSULTING SERVICES
For Feasibility Study
RFP #2015-029

Section D
Proposed Staffing and Project Organization



SECTION D PROPOSED STAFFING AND PROJECT ORGANIZATION

STAFF INTRODUCTION

Mr. Chip Leslie will act as Project Manager and Administrator on this Annexation Study Services contract and will be the City's day-to-day contact. Chip has been extensively involved at Michael Baker in planning and project management of large-scale community plans, and is currently responsible for directing Michael Baker's Land Development Planning and Entitlement efforts on projects in the Inland Empire and elsewhere in Southern California. These efforts vary from initial feasibility and planning studies, through specific plan and tentative tract map preparation and approval, to final improvement plan and map preparation.

Contact Information:
 Chip Leslie
 Office: 909-974-4909
 Mobile: 714-322-8752
hleslie@mbakerintl.com

Chip's experience has included a diverse range of public and private sector areas, including land development, zoning review and administration, general plan programming, growth management, environmental coordination, redevelopment, program management, historic preservation and many other areas of Planning. Satisfied clients have include large and small developers and land owners, and municipal, county and other public agency clients. While Community Development Director at the City of Lake Elsinore, and as Interim Planning Director for the City of Indian Wells, he coordinated the development review process and planning programs for the city. Chip worked extensively with the decision-making bodies of the City, and held administrative responsibilities for Community Development including the Planning, Building and Safety, and Engineering Divisions of the City. His previous work with Michael Baker was as a Project Manager for approximately ten years, and his previous experience also included employment at the Cities of Whittier and Ontario.

Chip is knowledgeable in the annexation process in Riverside County and has completed numerous successful annexation studies and annexations. This work has included the preparation of required annexation documents and the process of review and approval of these documents through cities, the county and LAFCO. He has worked closely and extensively with Riverside County Local Agency Formation Commission (LAFCO) staff and has developed relationships with the agency staff.

Supporting Chip on this project will be:

Tom McGill – a 36 year veteran in the field of Natural Resources

Jim Sinnema – a professional engineer specializing in municipal public works projects for over 25 years

Derek Wong – with 20 years of consulting experience specializing in public finance

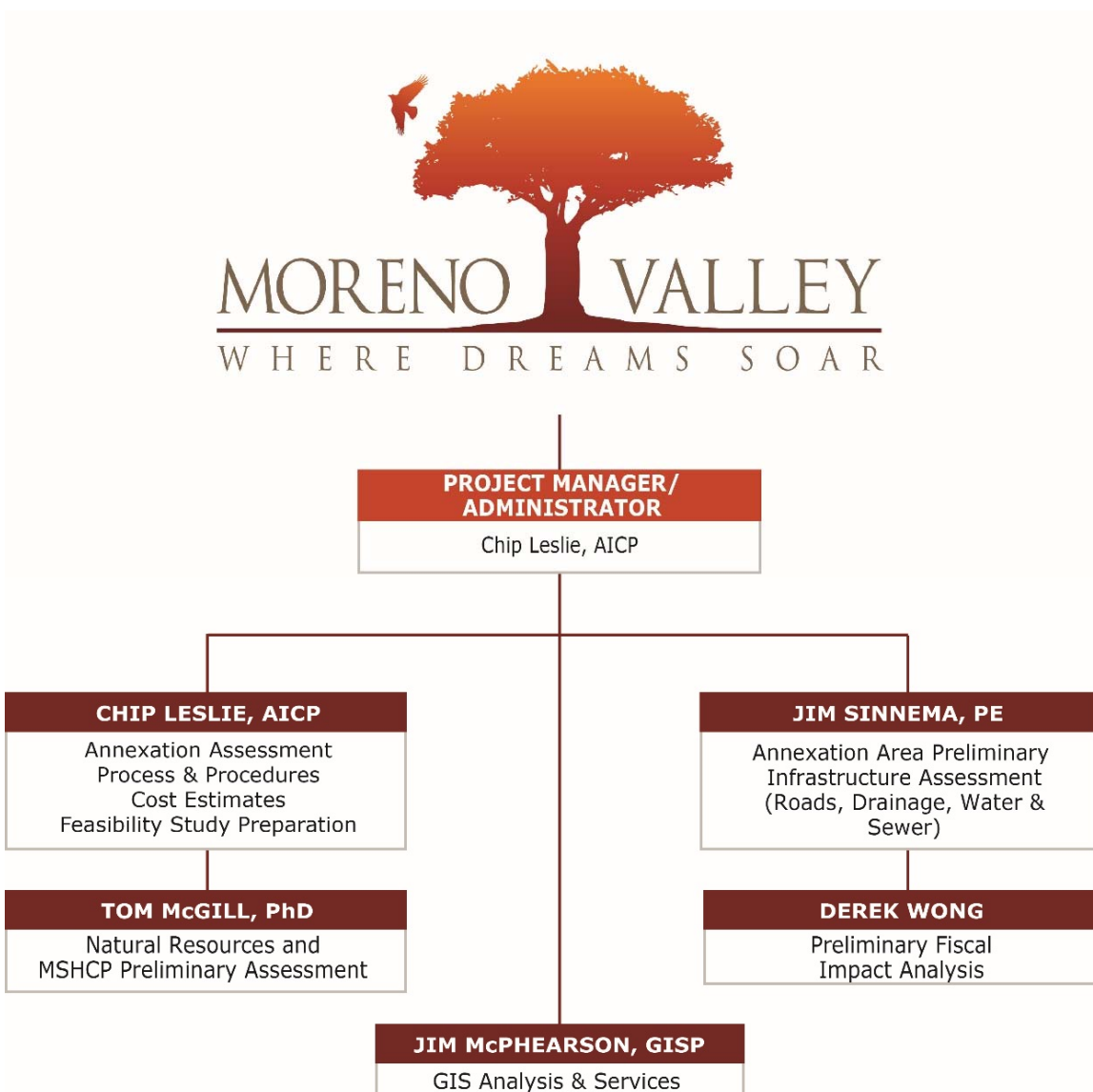
Jim McPherson – a GIS specialist with 15 years of experience in Southern California



WEEKLY HOURS (AVERAGED)

Staff Name	Weekly Hours
Chip Leslie	5 (90 Total)
Tom McGill	1.33 (24 Total)
Jim Sinnema	4 (24 Total)
Derek Wong	5.5 (100 Total)
Jim McPherson	4 (24 Total)

ORGANIZATION CHART



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MORENO VALLEY
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Section E
Work Plan / Technical Approach



SECTION E WORK PLAN / TECHNICAL APPROACH

PROJECT UNDERSTANDING

Pursuant to the City of Moreno Valley's Request for Proposal (RFP #2015-029) for Annexation Consulting Services dated December 23, 2015, it is Michael Baker's understanding that the City is seeking a consultant to assist them in conducting a feasibility study for potential annexation of land to the city. The proposed study area of potential annexation areas, pursuant to the map provided by the City, includes approximately 23,200 acres in the hill area along the City's current northerly, northwesterly and northeasterly edge. Approximately 19,760 acres of the study area are outside of the City of Moreno Valley's approved Sphere of Influence (SOI), and any other city's SOI, and would require those portions that the City of Moreno Valley may want to annex to be added to the City's SOI with the approval of the Riverside County Local Agency Formation Commission (LAFCO). Approximately 3,120 acres of the study area are currently in the City of Moreno Valley's SOI and may need to be considered in possible annexation areas. Approximately 320 acres identified in the study area located on the City of Moreno Valley's northwest side, along the northeast side of the I-215 freeway, are currently in the City of Riverside's approved SOI and would need to be removed from that city's SOI and added to the City of Moreno Valley's SOI, pursuant to negotiations with the City of Riverside and with LAFCO approval, before any annexations could be considered. This current vacant area also has an undeveloped Specific Plan on it approved by the County of Riverside in 1992 with residential, commercial and business park uses proposed.

The proposed study area appears to include both a significant amount of uninhabited vacant land and hillside areas, and also includes inhabited areas, including the communities of Pigeon Pass, Reche Canyon and other isolated residences. The existence of uninhabited versus inhabited areas is significant in the annexation process and would be considered as a key condition in an annexation feasibility study. The study area also includes what appears to be a closed landfill on the west side and an operating County landfill, Badlands Landfill, on the east side. There are also apparently preserved, dedicated and designated open spaces, habitat conservation areas and park areas within the proposed annexation study area, including the Norton Younglove Reserve, San Timoteo Canyon Park, Box Springs Mountain Park, and MSHCP criteria cell and corridor areas.

As noted, the RFP indicates the City of Moreno Valley wants the consultant to conduct a "feasibility study" for annexation of the different areas in the proposed study area. This work would be prior to any future actual initiation of formal annexation proceedings. The feasibility study that Michael Baker would conduct and prepare for the City would be an initial phase in a process intended to provide the City's decision makers with valuable information to assist the City in determining what areas in the future they may want to pursue adding to their Sphere of Influence and ultimately annexing in later phases of a possible process. The City's RFP does not note any specific objectives or reasons the City may have for potentially annexing land within the proposed annexation study area. Michael Baker International would propose meeting key City officials to be identified at the beginning to obtain an understanding of the City's ultimate objectives in potentially annexing portions or all of the study area, in order to better focus the annexation feasibility study on those objectives.



Michael Baker would use its extensive experience with municipal annexations in Riverside County to conduct a feasibility study of potential annexations within the study area for the City, including focused analysis of portions of the study area therein that may appear more promising for meeting the City's objectives. Described below in separate tasks and in further detail is a scope of work that Michael Baker would propose to undertake in order to conduct this feasibility study. The proposed work includes the basic analysis for a feasibility study of potential annexation options in the study area, including meeting with the City on objectives as noted above, existing conditions analysis, analyze applicable SOI and annexation procedures and processes, prepare annexation process cost estimates, and prepare a feasibility study report for the City. Michael Baker has included additional proposed tasks below as optional items, if the City would like to include, such as a preliminary natural resources and MSHCP analysis of areas within the study area, and preliminary fiscal impact of the preferred annexation scenarios. These optional items of analysis would be required in more detail as part of a complete annexation process if ultimately initiated, but they are offered here on a preliminary basis if the City is interested in initial assessments of these items. Michael Baker International is suggesting them as useful items in the feasibility analysis. Please see the work tasks descriptions below for more detail.

Mr. Chip Leslie is knowledgeable in the annexation process in Riverside County and has completed numerous successful annexation studies and annexations, including involving SOI changes, for cities and special districts in Riverside County, including for the cities of Beaumont, Banning, Coachella and Lake Elsinore. This work has included the preparation of required annexation documents including general plan amendments and pre-zoning documents, exhibits, environmental (CEQA) documents (IS/MND's, EIR's), municipal plans of services, fiscal impact analyses, annexation application material, draft ordinances and resolutions, and legal descriptions, and the process of review and approval of these documents through cities, the county and LAFCO. Mr. Leslie has worked closely and extensively with Riverside County Local Agency Formation Commission (LAFCO) staff and has developed relationships with the agency staff.

TECHNICAL APPROACH

Task 1 Annexation Options Assessment (Feasibility Study)

Michael Baker will request and attend a meeting (kickoff meeting) with key City officials to be identified by the City at the start of the work to obtain an understanding of the City's ultimate objectives in potentially annexing portions or all of the study area, in order to better focus the annexation feasibility study on those objectives. Further meetings with the city as necessary and as may be identified can be discussed as well as information, documentation or staff assistance that may be needed from the City can be clarified. Michael Baker will compile and analyze existing conditions information and mapping on the proposed annexation study area that would be helpful in analyzing the annexation feasibilities in the area. This existing conditions information would include, as available from existing sources, parcel data, parcel ownership information, jurisdictional information, utilities (water and sewer), public easements, flood control facilities, mapped hazard areas including flood plains and floodways, known fault lines or zones, and high fire zones, established biological and habitat resources, MSHCP criteria cells and corridors, and preserved, dedicated and designated open spaces, habitat areas and park areas within the proposed annexation study area. See Task 2 below for further discussion relative to the GIS mapping of this information. Other existing condition items could be added as identified.



Based on the City's identified objectives for potential annexation and the identified existing conditions, Michael Baker will analyze the data for potential opportunities and constraints (impediments) to annexation and make recommendations on potential annexation options for the City's consideration. Michael Baker International will provide a description of the process and procedures to initiate annexation proceedings through the City and LAFCO, including for Sphere of Influence (SOI) changes when necessary, for selected portions of the annexation study area. The procedures may include general plan amendments and pre-zoning, environmental (CEQA) compliance (IS/MND's, EIR's), municipal plans of services, fiscal impact analyses, annexation application material, draft ordinances and resolutions, and legal descriptions, and the process of review and approval of these procedures through cities, the county and LAFCO. Michael Baker International will prepare cost estimates or cost opinions for preparation of the annexation documents and procedures noted above, including separate costs for annexation of portions of land both inside and outside of the City's SOI. Municipal services to be looked at on a preliminary basis in the feasibility study include police protection, fire protection, water, sewer, parks and recreation, electricity, library, schools, solid waste collection, street maintenance, lighting, landscaping and street sweeping, and animal shelter and control, which are services LAFCO requires to be addressed in an annexation proposal.

If permitted by the City of Moreno Valley, Michael Baker will interview executive staff at the Riverside County Local Agency Formation Commission (LAFCO) for feedback, comments and opinions on the potential annexations and SOI changes and anticipated annexation requirements. If requested by the City of Moreno Valley, Michael Baker International will interview executive staff at the City of Riverside relative to that city's potential stance regarding removing the 320 acre area on the west side of the study area from the City of Riverside's SOI. Michael Baker will provide progress reports on the feasibility study work to City staff on a regular basis, and consult with City staff as requested to discuss the ongoing direction of the study and further direction, as well as information needs. Michael Baker will prepare a written annexation feasibility study report of their findings for the City of Moreno Valley.

Task 2 GIS Base Data Mapping

Michael Baker will research and compile available GIS data of existing conditions in the annexation study area to establish the physical and procedural context for programming potential annexation. Michael Baker will utilize City and County GIS data where available and with supplemental data from State and Federal resources where applicable. Upon completion of the data collecting phase, the Michael Baker team will create a project GIS geodatabase to allow for a centralization of the project data and allow for easy delivery back to the City upon completion of the project. Key considerations for this mapping will be roadway systems, onsite and surrounding land uses, infrastructure and topography, and other areas of consideration as noted below. This task will generate a comprehensive mapping of the City's proposed annexation study area and context area to assist in identifying the extent of feasible annexation.

Based on information available from the City and available from the County of Riverside and other agencies serving the area, Michael Baker will prepare a GIS base map of the annexation study area within and outside of the City's sphere of influence, with layers including:

- Parcel data and ownership information
- Jurisdictional boundaries



- Public utilities and utility easements where available (water and sewer)
- Topography at 20-ft contours, (as available from USGS data) and slope analysis
- Flood control facilities and other structures within the potential annexation areas
- Resource extraction permit areas
- Mapped flood plains and floodways
- Known fault lines or zones, high fire zones
- Biological and habitat resources, including the County Multi-Species Habitat Conservation Plan criteria cell areas and corridors

As the plan is developed the Michael Baker team will develop 11x17 thematic maps of the above-mentioned data layers to support the document where applicable. These maps will be delivered to the City in pdf format. This work will also create a project geodatabase and project MXD files.

Task 3 Study Area Preliminary Infrastructure Assessment

Michael Baker will conduct a preliminary and brief assessment of the existing roadway network, water, sewer, and flood control drainage systems and services in the annexation study area as applicable. This will include a review of existing information, including existing master plan, GIS data, as built plans as available from the City of Moreno Valley, County of Riverside, Riverside County Flood Control and Water Conservation District (RCFCWCD), Eastern Municipal Water District (EMWD), and other water agencies or special districts serving the area that can be identified. This assessment will investigate the existing condition of this infrastructure for serving the potential annexation areas from existing available information (does not include field surveys), including operational or maintenance challenges as may be identified.

Task 4 Natural Resources and MSHCP Preliminary Assessment (Optional)

Michael Baker's Thomas McGill, PhD, Senior Biologist and Natural Resources Manager for the firm, if requested by the City will support the annexation feasibility study in analyzing study area in terms of biological constraints and/or opportunities. This task has been proposed as an Optional task for consideration by the City. The proposed annexation study area(s) include significant areas considered as significant for natural resources. Portions of the study area include the Badlands which are within the Conservation Area associated with the Western Riverside County's Multiple Species Habitat Conservation Plan area as are other areas in the study area. These areas are designated for long-term conservation in support of the County's MSHCP. Remaining areas could be available for development but within the constraints of the MSHCP which has developed a set of minimization measures to reduce impacts at the natural lands and urban edge interface. Although the MSHCP was developed to protect sensitive plant and wildlife species, the Badlands and other parts of the study area do not necessarily support many of the Plan's covered species. Instead, most conservation identified for the MSHCP in these areas and the Badlands is associated with potential wildlife movement corridors and areas, including linear riparian areas. Recognizing the extent and sensitivity of any such features would be beneficial to the City of Moreno Valley in considering annexation areas and annexation strategies.

For this effort, Dr. McGill would be conducting a desktop review only of all MSHCP requirements listed in the County's MSHCP for the annexation study area and determine what, if any, constraints would be



transfer to the City during the annexation effort. Expected constraints could include wildlife movement corridors, jurisdictional waters, designated conservation areas in support of the County's MSHCP, the presence of Public/Quasi-Public lands (lands already set aside for conservation), potential presence of sensitive habitats, covered plant and wildlife species, and wildland/urban edge requirements. This work does not include any in the field surveys or assessments.

Dr. McGill was provided similar technical support to the Cities of Fontana and Rancho Cucamonga during the development of their general plans, as well as the County of San Bernardino. He has also been actively involved in support of several cities in western Riverside County in meeting their obligations for compliance with the County's MSHCP and would bring this combined biological background and planning experience to this annexation feasibility study. He is prepared over a dozen Habitat Assessments and MSHCP Consistency Studies within the Badlands over the last ten years.

Task 5 Preliminary Fiscal Impact Analysis (Optional)

Michael Baker's Derek Wong, Public Finance Manager, and his team will conduct, if requested by the City, a preliminary base level fiscal impact analysis (FIA) to provide the City a preliminary estimate of the revenue and cost impacts from the potential preferred annexations being considered. This task has been proposed as an Optional task for consideration by the City. Development of an annexation strategy typically includes analysis of the estimated impacts on the City's general fund, as well as special funds, from potential new revenue generation and anticipated municipal services operations and maintenance costs. This information helps during future negotiations with the County and any special services districts on the annexation.

Michael Baker is prepared to provide the following services for the FIA if requested:

- *Review existing City demographic and land use data.* This information will help establish the base data from which revenue and cost factors will be derived.
- *Review City budget.* We will review the most recent budget to understand the general fund revenues and costs incurred by the City for providing services. Municipal services provided to the City by outside districts that may be impacted by the annexation will also be reviewed.
- *Prepare revenue and cost factors.* We will employ the multiplier method and the case study method, as appropriate, to prepare the revenue and cost estimates. The multiplier method calculates an average revenue or cost per capita using citywide data, while the case study method is used for specific conditions when such data applicable only to the annexation is available. We will document our assumptions in developing each factor.
- *Determine net fiscal condition.* The revenue and cost factors, combined with the demographic and land use data, will produce a net fiscal condition on the potential impacts to the City general fund from the annexation. The net fiscal condition is generally expressed as a net fiscal positive or net fiscal deficit. We will use a spreadsheet template that aligns the revenue and cost sources for the analysis.
- *Provide draft and final report.* A draft preliminary FIA will be produced that states the assumptions, methodology and findings. Tables of the fiscal analysis will be generated as well as accompanying text to explain the results. After receiving comments on the draft report from the City, a final preliminary FIA report in electronic PDF format will be submitted. The report will serve an integral part of the feasibility study for annexation of land.



Exclusions

Consulting services relating to any of the following tasks may be provided by Michael Baker and added to the proposal and agreement if requested, for an additional fee; but are presently specifically excluded from this proposal and agreement:

1. Public Outreach and Facilitation;
2. Analysis of Potential Future Development Potential in the Annexation Areas;
3. Land Use Plans;
4. General Plan Amendments, Zone Changes and Analysis;
5. Biological Field Surveys;
6. Cultural Resource Surveys and Assessment;
7. Tribal Land Research;
8. Native American Consultation;
9. Municipal Plan of Services suitable for LAFCO Application;
10. Fiscal Impact Analysis suitable for LAFCO Application;
11. CEQA Compliance Documentation (IS/MND, EIR's, etc.);
12. Water Supply Verifications;
13. Computer Model Analysis of Sewer and Water Systems;
14. Geotechnical investigation;
15. Phase I ESA's;
16. Property Title Services;
17. Utility Design and Planning;
18. Dry Utility investigation and planning;
19. Field location of underground utilities, potholing or any other field survey locations of underground utilities or facilities.
20. Legal Descriptions and exhibits.
21. Any other services not specifically set forth in either the above Scope of Services.



MORENO VALLEY
WHERE DREAMS SOAR

ANNEXATION CONSULTING SERVICES
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Section F
Cost and Price



SECTION F COST AND PRICE

Client agrees to compensate Michael Baker for services listed in the tasks of Section E as follows:

TASK	DESCRIPTION	FEE
Task 1	Annexation Options Assessment (Feasibility Study)	\$23,450
Task 2	GIS Data Mapping	\$5,660
Task 3	Study Area Preliminary Infrastructure Assessment	\$5,280
	Incidental Expenses Budget*	\$500
TOTAL for TASKS 1-3 and EXPENSES BUDGET		\$34,890
OPTIONAL TASKS		
Task 4	Natural Resources and MSHCP Preliminary Assessment (Optional)	\$5,400
Task 5	Preliminary Fiscal Impact Analysis (Optional)	\$12,300
OPTIONAL TASKS 4 & 5 SUBTOTAL		\$17,700
TOTAL for TASKS 1-5 and EXPENSES BUDGET :		\$52,590

Tasks 4 and 5 have been proposed as an Optional tasks for consideration by the City.

* A budget amount is provided for Incidental Expenses for initial authorization purposes only. Should the total of the monthly billings for Incidental Expenses reach eighty percent (80%) of the budget amount, Client and Baker will review the status of the work to determine the need for an increase in the budget amount, and whether additional budget authorization is appropriate. Incidental Expenses associated with this project will include but are not be limited to items such as document reproduction, messenger service, mileage and other direct expenses and will be charged as a direct cost.

METHOD AND TIMING OF PAYMENT

Progress billing will be forwarded to the Client on a monthly basis. These billings will include the fees earned for the billing period plus all incidental direct costs advanced by Michael Baker. The Client shall make every reasonable effort to review invoices within fifteen (15) working days from the date of receipt of the invoices and notify Michael Baker in writing of any particular item that is alleged to be incorrect.

Services which are not specifically identified herein as services performed by Michael Baker or its consultants are considered "Additional Services" for purposes of this Agreement. Client may request that Michael Baker perform services which are Additional Services. However, Michael Baker is not obligated to perform such Additional Services unless an amendment to this Agreement has been fully executed setting forth the scope, schedule and fee for such Additional Services. In this event Michael Baker



performs Additional Services before receipt of such executed amendment; Client acknowledges its obligation to pay for such services at Michael Baker's standard rates, within 30 days of receipt of Michael Baker's invoice.

SCHEDULE OF HOURLY RATES

Staff Name	Hourly Rate	Total Estimated Hours
Chip Leslie	\$205	90
Jim Sinnema	\$220	24
Jim McPherson	\$155	12
Tom McGill	\$225	24
Derek Wong	\$123	100
Additional Potential Staff		
Planner	\$125	40
GIS Technician	\$ 95	40

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Appendix



APPENDIX

FIRM'S FINANCIAL INFORMATION

Michael Baker International, LLC And Subsidiaries And Affiliate
Consolidated Balance Sheets
(In thousands)

ASSETS	As of December 31,	
	2014	2013
Current Assets		
Cash	\$ 5,250	\$ 17,629
Accounts receivable, net	242,554	237,259
Other current assets	21,344	22,684
<i>Total current assets</i>	<i>269,148</i>	<i>277,572</i>
Property, plant and equipment, net	21,909	18,118
Goodwill	305,172	305,172
Other intangible assets, net of accumulated amortization	80,805	107,684
Deferred financing cost, net	12,342	15,441
Note receivable from affiliates	6,794	-
Other long-term assets	11,463	13,036
<i>Total assets</i>	<i>\$ 707,633</i>	<i>\$ 737,023</i>
LIABILITIES AND MEMBERS' EQUITY		
Current Liabilities		
Accounts payable	\$ 75,984	\$ 86,545
Accrued salaries and leave	33,816	29,628
Accrued contingent consideration	2,013	1,270
Deferred revenue	26,396	23,005
Other accrued expenses and other current liabilities	46,176	41,181
Income taxes payable	6,113	2,258
Deferred income taxes	9,468	17,000
<i>Total current liabilities</i>	<i>199,966</i>	<i>200,887</i>
Long-Term Liabilities		
Long-term debt - Revolving Credit Facility	54,000	55,000
Long-term debt - Notes	350,000	350,000
Deferred income taxes	26,776	37,360
Other long-term liabilities	17,777	23,833
<i>Total liabilities</i>	<i>648,519</i>	<i>667,080</i>
Members' Equity		
Members' equity	70,785	80,802
Accumulated deficit	(15,416)	(14,471)
<i>Total Michael Baker International, LLC members'</i>	<i>55,369</i>	<i>66,331</i>
Noncontrolling interests	3,745	3,612
<i>Total members' equity</i>	<i>59,114</i>	<i>69,943</i>
<i>Total liabilities and members' equity</i>	<i>\$ 707,633</i>	<i>\$ 737,023</i>



Michael Baker International, LLC And Subsidiaries And Affiliate
Consolidated Statements of Income
(In thousands)

	For the Year Ended		
	2014	2013	2012
Revenue	\$ 1,064,608	\$ 592,931	\$ 229,914
Cost of revenue	782,929	466,982	183,691
<i>Gross profit</i>	281,679	125,949	46,223
Operating expenses:			
Indirect expenses	212,611	74,317	34,151
Depreciation and amortization	33,454	15,631	13,710
<i>Operating income/(loss) from continuing operations</i>	35,614	12.5% 36,001	14.9% (1,638)
Interest expense, net	(34,358)	(21,722)	(13,530)
Loss on extinguishment of debt	-	(13,991)	(8,703)
Other (expense)/income, net	(85)	259	(14)
<i>Income/(loss) from continuing operations before provision for income taxes</i>	1,171	547	(23,885)
Provision for/(benefit from) income taxes	705	(1,245)	(1,111)
<i>Income/(loss) from continuing operations</i>	466	1,792	(22,774)
Discontinued operations - Income from operations of International Development Solutions, LLC (including gain on disposal of \$34,235)	-	-	32,609
<i>Net income</i>	466	1,792	9,835
Less: Income attributable to noncontrolling interests	1,411	826	189
<i>Net (loss)/income attributable to Michael Baker International, LLC</i>	\$ (945)	\$ 966	\$ 9,646



Michael Baker International, LLC And Subsidiaries And Affiliate
Consolidated Statements of Cash Flows
(In thousands)

	For the Year Ended		
	2014	2013	2012
Cash Flows from Operating Activities			
Net income before noncontrolling interests	\$ 466	\$ 1,792	\$ 9,835
Less: Income from discontinued operations	-	-	32,609
Income/(loss) from continuing operations, net	466	1,792	(22,774)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Depreciation and amortization	33,454	15,631	13,710
Stock-based compensation	-	70	151
Amortization of deferred financing costs and debt discount	3,481	2,350	4,462
Deferred income tax benefit	(16,851)	(9,298)	(5,618)
Loss on early extinguishment of debt	-	13,991	8,703
(Gain)/loss on fair value adjustment to accrued contingent consideration	(744)	(11,487)	58
(Gain)/loss on disposal of fixed assets	(140)	198	(15)
Changes in assets and liabilities, net of acquisitions:			
(Increase)/decrease in receivables and net unbilled revenues	(1,904)	23,394	7,799
(Increase)/decrease in other net assets	1,647	(377)	(10,611)
(Decrease)/increase in accounts payable	(10,561)	(1,090)	3,881
Increase/(decrease) in accrued expenses	10,911	(5,822)	655
<i>Net cash provided by continuing operations</i>	19,759	29,352	401
<i>Net cash used in discontinued operations</i>	-	-	(195)
<i>Net cash provided by operating activities</i>	19,759	29,352	206
Cash Flows from Investing Activities			
Cash portion of acquisitions, net of cash acquired	-	(318,340)	(44,970)
Net proceeds from sale of discontinued operations	-	-	33,714
Payment of accrued contingent consideration	(700)	(4,550)	(3,050)
Notes receivable from affiliates	(6,794)	-	-
Additions to property, plant and equipment	(10,322)	(1,606)	(350)
Proceeds from sale of fixed assets	96	225	44
<i>Net cash used in investing activities</i>	(17,720)	(324,271)	(14,612)



Michael Baker International, LLC And Subsidiaries And Affiliate
Consolidated Statements of Cash Flows - Continued
(In thousands)

	For the Year Ended		
	2014	2013	2012
Cash Flows from Financing Activities			
Proceeds from issuance of senior secured notes	-	350,000	-
(Repayments)/borrowings on revolving credit facility, net	(1,000)	51,000	(2,000)
Proceeds from issuance of term loan	-	14,000	130,000
Proceeds from issuance of subordinated notes	-	3,000	56,200
Debt issuance costs	(382)	(16,941)	(5,893)
Payment on make-whole agreement	(1,741)	-	-
Members' contributions	-	56,502	2,500
Repayments of term loan	-	(109,000)	(70,025)
Repayments of subordinated notes	-	(37,700)	(92,500)
Repurchase of members' shares	(4,718)	(2,526)	-
Distributions to members	(6,577)	(1,163)	(6,881)
<i>Net cash (used in)/provided by continuing operations</i>	(14,418)	307,172	11,401
<i>Net cash used in discontinued operations</i>	-	-	(1,010)
<i>Net cash (used in)/provided by financing activities</i>	(14,418)	307,172	10,391
<i>Net (decrease)/increase in cash</i>	(12,379)	12,253	(4,015)
Cash, beginning of period	17,629	5,376	9,391
<i>Cash, end of period</i>	\$ 5,250	\$ 17,629	\$ 5,376



STAFF RESUMES

Harold Leslie, AICP | Project Manager / Administrator

Mr. Leslie has been extensively involved at Michael Baker in planning and project management of large-scale community plans, and is currently responsible for directing Michael Baker's Land Development Planning and Entitlement efforts on projects in the Inland Empire and elsewhere in Southern California. These efforts vary from initial feasibility and planning studies, through specific plan and tentative tract map preparation and approval, to final improvement plan and map preparation.

Years with Michael Baker: 28

Years with Other Firms: 9

Degrees

B.S., 1979, Urban Planning,
California State Polytechnic
University, Pomona

Mr. Leslie's experience has included a diverse range of public and private sector areas, including land development, zoning review and administration, general plan programming, growth management, environmental coordination, redevelopment, program management, historic preservation and many other areas of Planning. Satisfied clients have include large and small developers and land owners, and municipal, county and other public agency clients. While Community Development Director at the City of Lake Elsinore, and as Interim Planning Director for the City of Indian Wells, Mr. Leslie coordinated the development review process and planning programs for the city. He worked extensively with the decision-making bodies of the City, and held administrative responsibilities for Community Development including the Planning, Building and Safety, and Engineering Divisions of the City. His previous work with Michael Baker was as a Project Manager for approximately ten years, and his previous experience also included employment at the Cities of Whittier and Ontario.

Mr. Leslie has also been involved with development feasibility studies on sites in Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties. He has extensive experience in the Inland Empire serving many cities and agencies, as well as several private organizations.

Experience

Desert Lakes Annexation, Coachella, California. Michael Baker provided planning and environmental services to Desert Lakes Development and the City of Coachella for the annexation of 6,210 acres of land to the northeast part of the City and also for a Sphere of Influence Amendment. Services provided include a conceptual land use plan, a plan of public services, environmental review analysis and general plan amendment and zone change. In addition, RBF accomplished city processing and Riverside Local Agency Formation Commission (LAFCO) application package preparation and submittal services in 8 months, when normal processing times for similar projects usually takes much longer. Michael Baker prepared legal descriptions for both the proposed annexation and the Sphere of Influence Amendment pursuant to Riverside County and LAFCO Standards. The annexation area included over 4,000 acres of proposed residential use, 1,000 acres of commercial and entertainment use and 1,000 acres of open space. The



annexation area may also include a future casino of a local Indian Tribe. This annexation is being viewed as the growth outlet for the Coachella Valley area.

La Entrada Specific Plan, Coachella, California. *PSAV, LLC.* Planning Associate. Responsible for planning documents. Michael Baker prepared a comprehensive updated Specific Plan for the proposed La Entrada master planned community in the eastern portion of the City of Coachella in Riverside County. The Plan was approved in 2013 with considerable support from the community. Mr. Leslie was the overall Specific Plan Manager for the initial phase of the project and the developer, PSAV, LLC. The Specific Plan area encompasses approximately 2,200 acres of vacant land and allows up to 7,800 residential units, 140 acres of commercial and mixed use, as well as parks, schools, public facilities, open space and roadways. Major areas of focus include circulation, water supply and overall livable community design. The project is involved in a proposed new interchange on the I-10 freeway. Michael Baker is providing both planning and engineering services. Final engineering and construction plans have been started for major components of the project access and circulation system.

City of Lake Elsinore, Riverside County, California. *City of Lake Elsinore.* Mr. Leslie served as the Planning and Community Development Director for the City from 1993 through 1997, initially brought on in an interim capacity and then made the permanent Director from 1994 on. During his stay with the City of Lake Elsinore, Mr. Leslie coordinated with the City Manager and other city departments, managed and made presentations to the City Planning Commission, provided briefings and presentations to the City Council and held administrative responsibilities for the Community Development Department. Mr. Leslie had responsibility for preparing both Commission and Council staff reports and agenda items, implementing and updating the General Plan and zoning ordinance, and providing assistance at the public counter. This work involved providing the highest level of assistance to the general public, anyone doing business in the City of Lake Elsinore, other city staff, and the city's decision makers.

Major Projects involved with:

- Historic Main Street Plan Implementation
- Lake Elsinore Diamond Minor League Baseball Park and Stadium
- Lake Elsinore Outlets Center Expansion
- The Walmart Center
- East Lake Specific Plan
- Tuscany Hills Development
- The West End Development and CFD
- North Peak Specific Plan
- Various City Annexations
- Lake Elsinore Auto Center
- Affordable Housing Projects

City of Indian Wells, Riverside County, California. *City of Indian Wells.* The City of Indian Wells selected Mr. Leslie to fill the position of Interim Planning Director for the city from April 2012 to November 2012. Under the general supervision of the City Manager, Mr. Leslie directed the functions of the Planning



Department and its staff in a full time role. Mr. Leslie provided a high level of planning, management and analytical skills using a broad planning experience with an emphasis on strong customer service skills as required for the position. He prepared and reviewed complete staff report packages for the Planning Commission and City Council, as well as other review committees, as they relate to property entitlements including various development permits, variances, subdivision maps, specific plans, code amendments and environmental documentation. Mr. Leslie was required to have highly effective communication skills in working with the public, property owners, business interests, developers, other departments and agencies, as well as the Council, Commission and committees. The work involved ongoing development of residential communities and commercial centers, along with development of general regulations.

Tom McGill, PhD | Natural Resources/MSHCP

Dr. McGill has experience in preparing all types of biological reports, including resource management plans, habitat conservation plans (HCP), multi-species habitat conservation plans (MSHCP), sensitive species surveys, and biological assessments under Section 7 of the federal endangered species act. He provides the unique combination of being an environmental consultant as well as an attorney having passed the California State Bar in 1990. Dr. McGill has directed numerous habitat conservation planning, land use planning, and environmental efforts throughout the Inland Empire, including the cities of Chino, Ontario, Rancho Cucamonga, Fontana, Rialto, San Bernardino, Highland, Redlands, Riverside, San Jacinto, and Hemet. Dr. McGill is also one of the authors of the multiple award-winning first ever Tribal Multi-Species Habitat Conservation Plan prepared for the Agua Caliente Band of Cahuilla Indians which established the benchmark for all future similar documents for Sovereign Nations. Prior to his entry into the private industry, Dr. McGill worked for the U.S. Department of the Navy as head of environmental management in the Mojave Desert at China Lake.

Years with Michael Baker: 6

Years with Other Firms: 30

Degrees

Ph.D., 1978, Genetics, University of California at Santa Barbara

M.A., 1978, Ecology, University of California at Santa Barbara

B.A., 1971, Biology, Harvard University

Experience

La Entrada Drainage and Hydrology Studies, Coachella, California. *PSAV, LLC.* Task Manager. Responsible for biological studies. The project site includes seven regional conveyances and coalescing alluvial fans tributary to the Eastside Dike along the Coachella Canal. Michael Baker completed regional hydrology studies for the 50.6 square mile watershed, and 1- and 2-dimensional flood routing analyses to support the technical studies and identified the recommended improvements and project mitigation measures for the project site development. Michael Baker identified a whole fan flood hazard management program and developed the alignment and conceptual design for seven regional channels through the site.



Development Agreement Program / Ellis Specific Plan EIR, Tracy, California. *City of Tracy.* Task Manager. Responsible for biological studies. Michael Baker was responsible for the preparation of a program and project level EIR for the Development Agreement Program (DAP) and 320+-acre Ellis Specific Plan, a transit-oriented, mixed-use project within the City of Tracy's Sphere of Influence. The Ellis Specific Plan provides the general vision, layout and design of a proposed mix of residential, commercial, office/professional and recreational/open space uses (including a 12-acre Swim Center within a 20-acre Community Park) with the focal point of community activities centered around the village center.

Wine Country Community Plan Program Environmental Impact Report, Riverside County, California. *Riverside Co. Transportation Commission.* Environmental Manager. Responsible for biological studies. Michael Baker prepared a programmatic EIR for the Riverside County Planning Department. Because the Temecula Valley Wine Country region was experiencing an unprecedented level of development interest, with more than 30 new projects in process with the County of Riverside, it was necessary for the county to initiate a comprehensive review of the region's vision, policies, and development standards. The proposed project objectives included goals to guide development in the Temecula Valley Wine Country region to preserve and enhance the region's viticulture potential and rural and equestrian lifestyle and to allow for appropriate levels of commercial development. The resulting Temecula Valley Wine Country Community Plan provides a blueprint for growth to ensure that future development activities will enhance the quality of life for current and future residents.

West Valley Logistics Center, Fontana, California. *Hillwood Investment.* Project Manager. Responsible for project management. Michael Baker was retained by Hillwood Investment Properties to perform a jurisdictional delineation of the West Valley Logistics Center project located in the City of Fontana, County of San Bernardino, California. The applicant proposed to develop seven light industrial buildings on the project site. The project site included nine parcels and one lettered lot of which eight are existing legal parcels. The seven light industrial buildings would total 214.89-acres on the 298-acre project site. Michael Baker conducted a field investigation and determined that the on-site waters and wetlands were isolated. Michael Baker then prepared a jurisdictional delineation and processed a jurisdictional determination through the U.S. Army Corps of Engineers Los Angeles District to confirm the isolated finding. An isolated waters finding would eliminate Corps jurisdiction over the project site. Michael Baker also prepared and processed State applications with the Regional Water Quality Control Board and California Department of Fish & Wildlife for impacts to isolated waters of the state. A Habitat Mitigation and Monitoring Plan was also prepared which addressed permanent impacts to the isolated surface waters located on-site. In addition, Michael Baker prepared a Habitat Assessment which inventoried various species both present and potentially occurring within the proposed limits. According to previous biological monitoring it was discovered that the California gnatcatcher (*Poliottila californica*) inhabited the hills surrounding the project site.



Jim Sinnema, PE | Infrastructure Analysis

Mr. Sinnema is a registered engineer in the State of California with 20 plus years of overall experience; thirteen years of experience in municipal public works projects; and nine years as a principal of a municipal engineering services consulting firm. He has a broad range of experience covering many types of land development and public works projects, most recently in energy development. His strengths are in on and off-site planning and design, street widening projects and sewer master planning. As a Project Manager, he has worked on several public works improvement projects for agencies such as the Cities of Laguna Beach, Orange, Anaheim, Villa Park, and Rancho Palos Verdes. His experience also includes site development for agencies such as the Los Angeles Unified School District (schools), Los Angeles County Fire Department (maintenance/storage yard), County of Riverside Economic Development Agency (medical clinics, library and sheriff substation), City of Long Beach (parks), City of Laguna Beach (parks), City of Signal Hill (park) and City of Costa Mesa (park). Mr. Sinnema is also experienced in managing the easement preparation and acquisition process, including interacting with the property owner in negotiating on the City's behalf.

Years with Michael Baker: 10

Years with Other Firms: 15

Degrees

B.S., 1992, Civil Engineering,
California State Polytechnic
University, Pomona

Licenses/Certifications

Professional Engineer - Civil,
California, 1996, 55237

Experience

Southern California Logistics Airport (SCLA), Victorville, California. *Stirling Enterprises, LLC.* Engineering Manager. Responsible for civil engineering. Michael Baker provided planning, mapping, and engineering services for infrastructure improvements at Southern California Logistics Airport (SCLA). Michael Baker prepared the general plan, zone change, environmental impact report (EIR), specific plan, and entitlements for an area in excess of 8,000 acres. Michael Baker prepared master plans for water, sewer, and storm drain utilities and performed a water quality analysis. Associated tasks consisted of an inventory of existing drainage facilities: a hydrology analysis: identification of drainage deficiencies: and formulation of alternative drainage solutions and required facilities. Michael Baker provided final design for water and sewer pipelines, including domestic water, recycled water, and sanitary sewer. Michael Baker prepared an engineering "vision plan" with traffic analysis to determine the various roadway requirements within the project boundaries.

Various Undergrounding Projects, Anaheim, California. *City of Anaheim.* Managed a team that provided aerial topographic mapping, record property base mapping, and underground utility base mapping for many electrical undergrounding projects (UD 42, 45 and 46, to name a few), and also managed and participated heavily in the easement acquisition process for these projects. Also, very familiar with the City's approach to acquiring easements, including the face-to-face interaction required to negotiate on the City's behalf.



Derek Wong, AICP | Preliminary Fiscal Impact Analysis

Mr. Wong has 20 years of project management and consulting experience specializing in infrastructure financing of public facilities. He has managed complex engagements that require the identification and analysis of revenues and costs for local and regional projects and programs, including for the transportation and development communities. He has developed various revenue strategies and funding mechanisms that involve consensus building with local community stakeholders and governing boards to bridge funding shortfalls in operations and with capital facilities. Mr. Wong also conducts organizational performance audits of regional planning agencies and provides recommendations for process improvement and compliance with state law. He has taught seminars on public financial management to planning and finance professionals throughout California, with coursework including revenue strategies and financial planning techniques. His work focuses on project management, infrastructure financing, fiscal and economic analysis, and user and impact fees.

Years with Michael Baker: 10

Years with Other Firms: 10

Degrees

MBA, California Polytechnic State University, San Luis Obispo

B.S., Environmental Policy Analysis and Planning, University of California Davis

Licenses/Certifications

American Planning Association

Experience

Riverside County and San Benito County, Peer Review of Fiscal Impact Analyses. As extension of agency staff, managed detailed peer reviews of fiscal impact analyses submitted by private developers for large development projects. The reviews included testing revenue and cost assumptions against other pertinent local and regional data sources, verifying land values and employment figures, and suggesting areas and methods for improvement. The reviews also identified potential fiscal impacts not included in the analysis.

Imperial County, Fiscal Impact Analysis. Managed the fiscal analysis for a Specific Plan that included 2,300 dwelling units, a business park, and a commercial area. The study detailed the fiscal impacts to the County's General Fund and Road Fund from the development projects under buildout conditions. Budgetary variables and specific land use, housing, and demographic inputs provided the foundation for the analysis.

Solano County, Public Facilities Fee Study. Managed a development fee study that updated the County's charges on new development to help fund related public infrastructure. A nexus report and capital improvement program were developed.

Town of Hayden, AZ, Fiscal/Economic Impact Analysis. Prepared a fiscal/economic impact report that analyzed the financial impact on the town from major upgrades to its public infrastructure. A methodology



was employed that focused on fiscal analysis and review of recent financial audits and budget documentation. An allocation of cost between essential general fund programs and special fund/enterprise funds was also made in a determination of the fiscal impacts. Findings and recommendations to increase the funding level for facility improvements were then made.

City of Santa Rosa, Fiscal Impact Analysis. Managed the analysis of the fiscal impacts from potential annexation of unincorporated islands within the city's urban growth boundary. Tasks included providing an assessment of existing conditions, confirming land use values and market absorption rates, identifying infrastructure and service deficiencies, determining project area revenues and capital and operation and maintenance expenditures, and developing implementation strategies.

Community of Montecito, Fiscal Impact Analysis for Incorporation. Prepared an initial fiscal impact analysis of potential incorporation of Montecito in Santa Barbara County. Gathered pertinent data from the County and LAFCo, and evaluated potential cost and revenue transfer. Prepared preliminary 10-year financial forecast assuming incorporation.

City of San Carlos, Climate Action Plan Fiscal Impacts. Managed a qualitative analysis and quantitative cost figures associated with implementation of the municipal measures outlined in the Climate Action Plan, actions to mitigate greenhouse gas emissions in the city.

City of Calabasas, Fiscal Impact Analysis. Managed the preparation of a fiscal analysis of annexing a mixed-use subdivision into the city. Reviewed revenue sources and operations costs to determine financial feasibility. The fiscal analysis was prepared for inclusion in the LAFCo annexation application.

City of Las Cruces, NM, Fiscal Impact Analysis. The project involved a fiscal impact analysis for the annexation of developed and undeveloped commercial parcels on the southern borders of the city. Tasks included confirming land use values and market absorption, analysis of the city budget, and determining project area revenues and operations and maintenance expenditures. The impacts were calculated to determine the City's fiscal viability to support the annexation.



Jim McPherson, GISP | GIS Analysis and Services

Mr. McPherson has been utilizing Geographic Information Systems (GIS) technology to provide support for a wide variety of projects including utility, environmental, engineering, and planning projects. He is experienced in database design and system design, for which he has helped design and developed GIS Geodatabase's for Cities and Counties, as well as for numerous large and small projects. His work has included working on numerous General Plans, Housing Elements and Specific Plans for Cities and Counties. As part of these projects Mr. McPherson has been responsible for setting up project databases, templates as well as creating automated routines for data analysis and data creation. Mr. McPherson creates thematic maps to provide support for textual information found in documents. His work has been represented at several Local, State and Regional user conferences. His experience extends to setting up field data collectors for hand held GPS systems as well as utilizing Cloud server technology for mobile devices including, iPad, iPhone and Android phones. This technology allows field crews to edit live data sets in Michael Baker's offices and have those changes reflected real time on the web. Mr. McPherson has experience in creating and representing data for online interactive maps utilizing ArcSDE and ArcGIS server software. Mr. McPherson has a wide range of experience utilizing various systems including AutoCAD, ArcGIS, ArcInfo, and Oracle, SQL Server, SDE, Silverlight and other web technologies.

Years with Michael Baker: 15

Degrees

B.A., 2000, Geography, California State University at Long Beach

Licenses/Certifications

Certified GIS Professional, 2008, 53613

Experience

Riverside County Circulation Element Update, Riverside, California. Responsible for updating the County of Riverside's Circulation Element as part of the Riverside County Integrated Project (RCIP), including verifying that all roads, both existing and planned roads, were incorporated into the Counties GIS data, which included data creation, data updates, verification of roadway alignments for connectivity and correct alignments. Helped design the Personal Geodatabase data that was delivered that involved schema and domain creation, which was later used for modeling.

Las Montanas Multi-Use Project Master Plan and EIR, Indio, California. *M-TO Management, LLC.* GIS Analyst. Responsible for GIS services. Michael Baker provided entitlement services for a 92-acre multi-use project in Indio, California. The project included high density residential, commercial, retail, and office space uses. Michael Baker prepared a project master plan based on the approved Gateway Specific Plan, including such documents as a water supply assessment, negotiations with the Airport Land Use Committee, water and sewer master plans, drainage studies, and grading analysis.



CONFLICTS OF INTEREST

Michael Baker International affirms that to the best of our knowledge, there exists no actual or potential conflict between our firm's business or financial interests, and either the services to be provided under this Agreement, or any commissioner, officer, employee, or agent of the City. For the duration of the Agreement, Michael Baker will refrain from undertaking any work for any individual, business, or legal entity, in which direct conflicts of interest regarding the services to be provided thereunder or herein may arise.

INSURANCE AND ACKNOWLEDGEMENT

EXHIBIT "C"

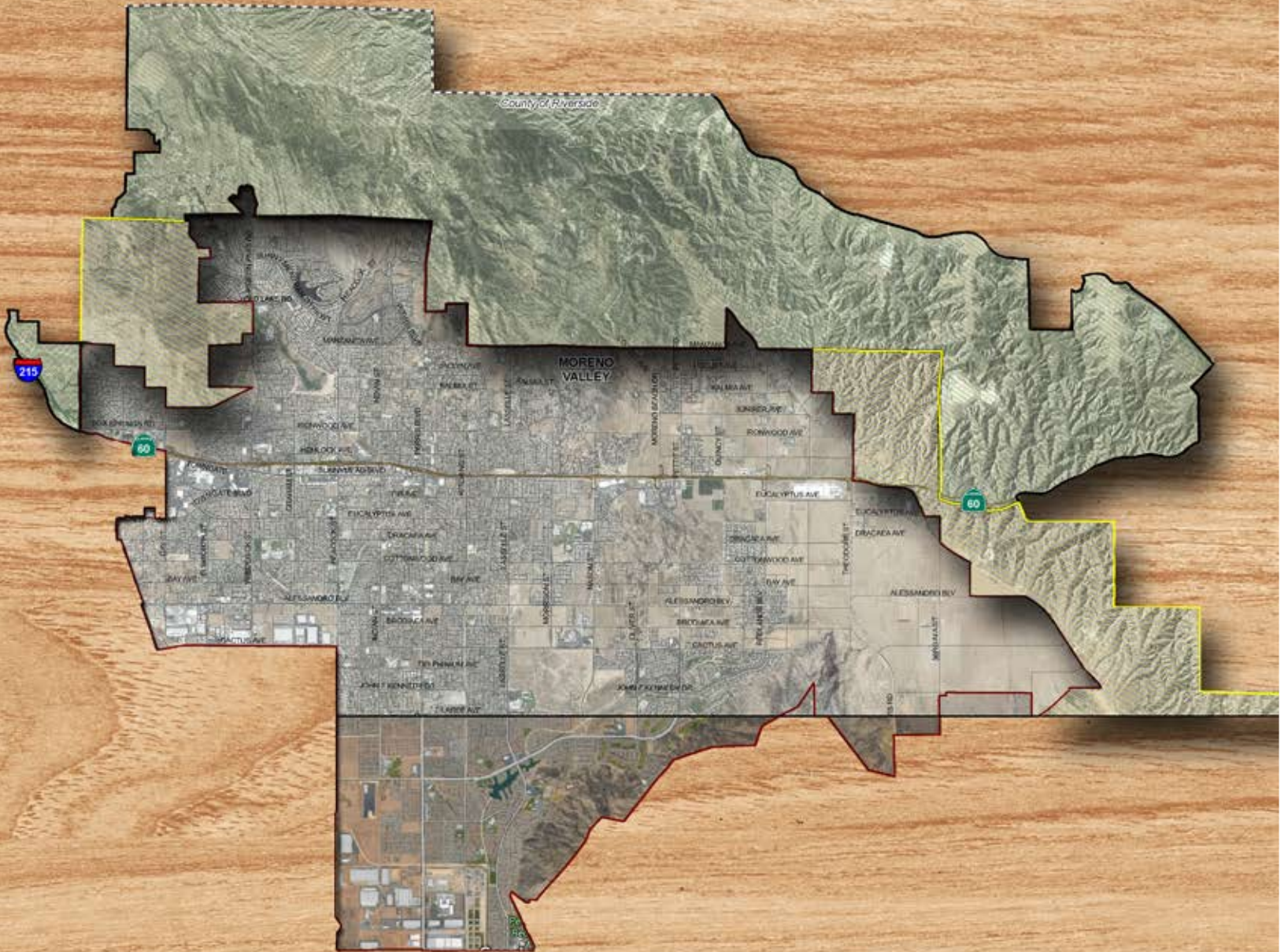
ACKNOWLEDGEMENT OF INSURANCE ENDORSEMENTS

In recognition of Michael Baker International Inc. ("Company") having submitted a proposal to the City of Moreno Valley Request for Proposals for Annexation Consulting Services, dated January __, 2016 ("RFP"), issued by the City of Moreno Valley ("City"), and in further recognition that the City requires Company to comply with certain insurance requirements as set forth in Sections 15 and Exhibit "E" ("Insurance provisions") of the Agreement (which Agreement is defined in and made part of the RFP), the RFP General Instructions for Submittal, Item F. Insurance and Acknowledgement, and Sample Agreement Attachment B, Item L. Insurance Requirements, I represent that I am authorized to sign on behalf of the insurance company listed below ("Insurer"), and by signing below, I acknowledge, warrant and represent that Insurer possesses the ability to, and if requested by Company, shall furnish all the insurance endorsements prescribed in the Insurance Provisions within thirty (30) days of contract award, as respecting X worker's compensation and/or X commercial general liability and/or X commercial vehicle liability insurance and/or X professional liability.

Name of Insurer : Liberty Mutual Insurance Company

Name, Title Elaine J. Barnes, Assistant Vice President

We Make A Difference



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Attachment: Michael Baker International Proposal dated January 15, 2016 (1936 : AUTHORIZATION TO AWARD A CONTRACT FOR FEASIBILITY