

**AGENDA**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**MORENO VALLEY COMMUNITY SERVICES DISTRICT**  
**COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF**  
**MORENO VALLEY**  
**BOARD OF LIBRARY TRUSTEES**

**April 13, 2010**

**SPECIAL PRESENTATIONS – 6:00 P.M.**  
**REGULAR MEETING – 6:30 P.M.**

**City Council Closed Session**

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

**City Council Study Sessions**

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

**City Council Meetings**

Second and Fourth Tuesdays – 6:30 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 Mel Alonzo, ADA Coordinator at 951.413.3027 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.*

Robin N. Hastings, Mayor Pro Tem  
Jesse L. Molina, Council Member

Bonnie Flickinger, Mayor

Richard A. Stewart, Council Member  
William H. Batey II, Council Member

**AGENDA**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**April 13, 2010**

**CALL TO ORDER**

SPECIAL PRESENTATIONS

1. Proclamation Recognizing Moreno Valley College
2. Proclamation Recognizing National Fair Housing Month - April 2010
3. "Spotlight on Moreno Valley Business"



**AGENDA  
JOINT MEETING OF THE  
CITY COUNCIL OF THE CITY OF MORENO VALLEY  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO  
VALLEY AND THE BOARD OF LIBRARY TRUSTEES**

**REGULAR MEETING - 6:30 PM  
APRIL 13, 2010**

**CALL TO ORDER**

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, 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** - Reverend Marvin Thomas, Crosspoint Community Church

**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 MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

**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 Council, Community Services District, Redevelopment Agency 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**

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

### **A.2 MINUTES - REGULAR MEETING OF MARCH 23, 2010 (Report of: City Clerk)**

**Recommendation:**

Approve as submitted.

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

**Recommendation:**

Receive and file the Reports on Reimbursable Activities for the period of March 17 - April 6, 2010.

### **A.4 APPROVAL OF THE 2010/2011 FISCAL YEAR STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA (CSA) 152 (Report of: Public Works Department)**

**Recommendation:**

1. Approve the County Service Area (CSA) 152 Budget for FY 2010/2011 in the amount of \$586,696; and
2. Authorize the levy of CSA 152 Assessment at \$8.15 per Benefit Assessment Unit (BAU) for FY 2010/2011.

### **A.5 PA04-0168 - COMMERCIAL BUILDING - REDUCE FAITHFUL PERFORMANCE CASH SECURITY AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF NANDINA AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: BUNKER FAMILY TRUST LLC, MORENO VALLEY, CA 92553 (Report of: Public Works Department)**

**Recommendation:**

1. Adopt Resolution No. 2010-20 authorizing the acceptance of the public improvements within PA04-0168 as complete and accepting the portion of Nandina Avenue associated with the project into the City's maintained street system; and

Resolution No. 2010-20

A Resolution of the City Council of the City Of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within PA04-0168, and Accepting the Portion of Nandina Avenue Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Cash Security and exonerate the final 10% of the Faithful Performance Cash Security in one year when all clearances are received.

A.6 TENTATIVE PARCEL MAP 33532 LINE F – EXECUTE THE TERMINATION AGREEMENT FOR THE COOPERATIVE AGREEMENT FOR MORENO MASTER DRAINAGE PLAN LINE F, STAGE 2, BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND MORENO VALLEY PROPERTIES, L.P., A DELAWARE LIMITED PARTNERSHIP, SOUTH OF DELPHINIUM AVENUE TO NORTH OR IRIS AVENUE, AND FROM WEST OF FUTURE NASON STREET TO WEST OF OLIVER STREET, DEVELOPER – MORENO VALLEY PROPERTIES, L.P., A DELAWARE LIMITED PARTNERSHIP, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

**Recommendation:**

1. Authorize the Mayor to execute the Termination Agreement which nullifies the Cooperative Agreement for Line F, Stage 2 recorded June 30, 2008 as Document No. 2008-0355993; and
2. Direct the City Clerk to forward the Termination Agreement to Riverside County Flood Control and Water Conservation District for final action by the District's Board of Supervisors.

A.7 TENTATIVE PARCEL MAP 33532 – EXONERATION OF BONDS FOR EROSION CONTROL AGREEMENT, SOUTH OF DELPHINIUM AVENUE TO NORTH OR IRIS AVENUE, AND FROM WEST OF FUTURE NASON STREET TO WEST OF OLIVER STREET; DEVELOPER – MORENO VALLEY PROPERTIES, L.P., A DELAWARE LIMITED PARTNERSHIP, MORENO VALLEY, CA 92553 (Report of: Public Works Department)

**Recommendation:**

Authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor securities associated with the Parcel Map 33532 erosion control improvements.

- A.8 2009 ANNUAL REPORT OF THE PLANNING COMMISSION (Report of: Community Development Department)

**Recommendation:**

1. RECEIVE AND FILE the 2009 Annual Report of the Planning Commission; and
  2. AUTHORIZE transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.
- A.9 ADOPT ORDINANCE NO. 808, THEREBY APPROVING PA07-0007, AMENDING VARIOUS SECTIONS OF TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE (RECEIVED FIRST READING AND INTRODUCTION ON MARCH 23, 2010 ON A 5-0 VOTE) (Report of: Community Development Department)

**Recommendation:**

ADOPT Ordinance No. 808, thereby approving PA07-0007, amending various sections of Title 9 of the City of Moreno Valley Municipal Code.

Ordinance No. 808

An Ordinance of the City Council of the City of Moreno Valley, California, Amending the Moreno Valley Municipal Code Regulations Regarding: (1) Trash Enclosures, (2) Parking Standards for Nail Salons and Hotels, (3) On Street Parking Standards for Cul-De-Sac Lots, and Flag Lot Width Standards, (4) Service Station Design, (5) Retaining Walls, (6) Consolidate Parking and Circulation Section of Design Guidelines Into Chapter 9.11 Parking and Loading Requirements, (7) Parking Lot Planter Islands, (8) Add a Dimension Standard for Trailer Parking Spaces and a Requirement for the Number of Trailer Parking Spaces Required, (9) Permitting Personal Services in the (OC) Office Commercial and (BPX) Business Park Mixed Use Zones, (10) Adding Sections 9.03.040 (E)(7) and 9.03.040 (F)(3) to the Residential Site Development Standards That Was Inadvertently Left Out of the Code Amendment Approved on September 22, 2009

- A.10 CONFIRMATION OF APPOINTMENT OF THE VAL VERDE PARENT-TEACHER COUNCIL REPRESENTATIVE TO THE TRAFFIC SAFETY COMMISSION (Report of: City Clerk's Department)

**Recommendation:**

Confirm the appointment of Edward C. 'Pete' Rodine to the Traffic Safety Commission as the Val Verde Parent Teacher Council representative for a term expiring June 30, 2012.

- A.11 PA07-0090 – ACCEPT THE AGREEMENT FOR EROSION CONTROL

SECURITY ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK (MATERIAL TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Public Works Department)

**Recommendation:**

1. Accept the Agreement for Erosion Control Security;
2. Authorize the Mayor to execute the Agreement contingent upon the cash security being placed into the escrow account;
3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation; and
4. Authorize the City Engineer to execute any future time extensions amendments to the agreement, subject to City Attorney approval, if the required Erosion Control is not completed within said timeframe.

A.12 PA07-0090 – ACCEPT THE AGREEMENT FOR ROUGH GRADING SECURITY ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK (MATERIAL TO BE PROVIDED UNDER SEPARATE COVER) (Report of: Public Works Department)

**Recommendation:**

1. Accept the Agreement for Rough Grading Security;
2. Authorize the Mayor to execute the Agreement contingent upon the cash security being placed into the escrow account;
3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation; and
4. Authorize the City Engineer to execute any future time extensions amendments to the agreement, subject to City Attorney approval, if the required Rough Grading is not completed within said timeframe.

**B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT**

B.1 ORDINANCES - READING BY TITLE ONLY

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

B.2 MINUTES - REGULAR MEETING OF MARCH 23, 2010 (Report of: City Clerk)

**Recommendation:**

Approve as submitted.

## **C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY**

### **C.1 ORDINANCES - READING BY TITLE ONLY**

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

### **C.2 MINUTES - REGULAR MEETING OF MARCH 23, 2010 (Report of: City Clerk)**

**Recommendation:**

Approve as submitted.

### **C.3 SECOND AMENDED AND RESTATED NEGOTIATION AGREEMENT FOR AN AFFORDABLE HOUSING DEVELOPMENT AT THE NORTHEAST CORNER OF ALESSANDRO BOULEVARD AND DAY STREET (Report of: Economic Development Department)**

**Recommendation:**

Approve the Second Amended and Restated Negotiation Agreement to extend the term of the existing Negotiation Agreement between the Community Redevelopment Agency Board of the City of Moreno Valley (RDA) and Palm Desert Development Company (PDDC) for an affordable housing development project to be situated at the northeast corner of Alessandro Boulevard and Day Street.

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

### **D.1 ORDINANCES - READING BY TITLE ONLY**

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

### **D.2 MINUTES - REGULAR MEETING OF MARCH 23, 2010 (Report of: City Clerk)**

**Recommendation:**

Approve as submitted.

## **E. PUBLIC HEARINGS**

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

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

### **E.1 A PUBLIC HEARING ON A MUNICIPAL CODE AMENDMENT (PA07-0005) AND A GENERAL PLAN AMENDMENT (PA10-0004) RELATED TO MIXED USE DEVELOPMENT. THE MUNICIPAL CODE AMENDMENT PROPOSES CHANGES TO VARIOUS CHAPTERS IN TITLE 9**

INCLUDING THE PERMITTED USES TABLE 9.02.020-1 ALONG WITH THE CREATION OF TWO NEW CODE SECTIONS ESTABLISHING DEVELOPMENT CRITERIA FOR MIXED USE DEVELOPMENT IN THE MUD1 AND MUD2 ZONES AND THE ADDITION OF A DEFINITION FOR THE "LIVE/WORK UNIT" LAND USE. THE GENERAL PLAN AMENDMENT PROPOSES TO REVISE POLICY 2.4.6 BY CHANGING THE MAXIMUM DENSITY FOR THE RESIDENTIAL/OFFICE (R/O) DESIGNATION FROM 15 TO 30 DWELLING UNITS PER ACRE. (Report of: Community Development Department)

**Recommendation: That the City Council:**

1. After conducting a public hearing for the action taken by the Planning Commission on February 25, 2010, recommending approval of Municipal Code Amendment PA07-0005 and General Plan Amendment (PA10-0004),

RECOGNIZE that applications PA07-0005 (Municipal Code Amendment) and PA10-0004 (General Plan Amendment) will not have a significant effect on the environment and are therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15305, Minor Alterations to Land Use Limitations, as Class 5 Categorical Exemptions;

2. INTRODUCE Ordinance No. 810 thereby APPROVING Municipal Code Amendment PA07-0005, based on the findings in the City Council Ordinance; and

Ordinance No. 810

An Ordinance of the City Council of the City of Moreno Valley, California, Approving Application PA07-0005 Amending the Municipal Code to Make Changes to Chapters 9.01, 9.02, 9.07 and 9.15 and Introduce Two New Mixed Use Development Zoning Districts

3. ADOPT City Council Resolution No. 2010-21 thereby APPROVING General Plan Amendment PA10-0004, based on the findings in the City Council Resolution.

Resolution No. 2010-21

A Resolution of the City Council of the City of Moreno Valley, California, Approving a General Plan Amendment (PA10-0004) to Revise Policy 2.4.6 by Changing the Maximum Density for the Residential/Office (R/O) Designation From 15 To 30 Dwelling Units Per Acre

## **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)

a) Report by Mayor Pro Tem Robin N. Hastings on Western Riverside Council of Governments (WRCOG) - Census Video

b) Report by Mayor Pro Tem Robin N. Hastings on March Joint Powers Commission (MJPC)

G.2 NEIGHBORHOOD IDENTIFICATION SIGNS POLICY OPTIONS (Report of: Community Development Department)

**Recommendation: That the City Council:**

Provide direction as it deems appropriate and adopt Resolution No. 2010-22 supporting the use of neighborhood identification signs.

Resolution No. 2010-22

A Resolution of The City Council of The City of Moreno Valley, California, Supporting The Use of Neighborhood Identification Signs

G.3 CITY MANAGER'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

H.2 .1 ADOPT ORDINANCE NO. 809, APPROVING PA08-0019 CHANGE OF ZONE FROM OFFICE COMMERCIAL/RESIDENTIAL 15 (OC/R) TO NEIGHBORHOOD COMMERCIAL, BASED ON THE FINDINGS IN THE ORDINANCE, AND THE REVISED ZONING ATLAS PAGE ATTACHED TO THE ORDINANCE AS EXHIBIT A (RECEIVED FIRST READING AND INTRODUCTION ON MARCH 23, 2010 ON A 4-0-1 VOTE, HASTINGS ABSENT) (Report of: Community Development Department)

**Recommendation: That the City Council:**



Adopt Ordinance No. 809.

Ordinance No. 809

An Ordinance of the City Council of the City of Moreno Valley, California, approving PA08-0019 to Change the Land Use District From Office Commercial and Residential 15 (R15/O) to Neighborhood Commercial (NC). The Project Consists of Two Lots With a Total of 1.34 Acres Located on the Southwest Corner of Dracaea Avenue and Day Street Assessors Parcel Numbers 263-180-007 and 263-180-080

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

**CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY**

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

## **CLOSED SESSION**

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

- **PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL**

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

- 1 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 2

- 2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 2

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

## **ADJOURNMENT**

**MINUTES**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**March 23, 2010**

**CALL TO ORDER**

SPECIAL PRESENTATIONS

- 1) Proclamation Recognizing Boy Scouts of America 100th Anniversary
- 2) Proclamation Recognizing Child Abuse Prevention Month
- 3) "Spotlight on Moreno Valley Business"

**MINUTES  
JOINT MEETING OF THE  
CITY COUNCIL OF THE CITY OF MORENO VALLEY  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY  
BOARD OF LIBRARY TRUSTEES**

**REGULAR MEETING – 6:30 PM  
March 23, 2010**

**CALL TO ORDER**

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:30 p.m. by Mayor Flickinger in the Council Chamber located at 14177 Frederick Street.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Molina.

**INVOCATION** - Rev. Dennis Krueger, Shepherd of the Valley Lutheran Church

**ROLL CALL**

Council:

Bonnie Flickinger	Mayor
Robin N. Hastings	Mayor Pro Tem
William H. Batey II	Council Member
Jesse L Molina	Council Member
Richard A. Stewart	Council Member

Staff:

Jane Halstead	City Clerk
Julienne Clay	Administrative Assistant
Steve Elam	Interim Financial and Admin Director
William Bopf	Interim City Manager
Robert Hansen	City Attorney
John Anderson	Police Chief
Kyle Kollar	Interim Community Development Director
John Ruiz	Interim Human Resources Director
Barry Foster	Economic Development Director
Mike McCarty	Parks & Community Services Director
Prem Kumar	Assistant City Engineer
Abdul Ahmad	Battalion Chief

**JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES**

Mayor Flickinger opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (Item A5).

**A. CONSENT CALENDAR-CITY COUNCIL**

A.1 ORDINANCES - READING BY TITLE ONLY  
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MARCH 9, 2010 (Report of: City Clerk)

**Recommendation:**  
Approve as submitted.

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

**Recommendation:**  
Receive and file the Reports on Reimbursable Activities for the period of March 3-16, 2010.

A.4 COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2009 (Report of: Financial & Administrative Services Department)

**Recommendation:**  
Receive and file the Comprehensive Annual Financial Report for the fiscal year that ended June 30, 2009.

A.5 APPROVAL OF CHECK REGISTER FOR JANUARY, 2010 (Report of: Financial & Administrative Services Department)

**Recommendation:**  
Adopt Resolution No. 2010-17, approving the Check Register for the month of January, 2010 in the amount of \$12,733,166.62.

Resolution No. 2010-17

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of January,

2010

A.6 RESOLUTION NO. 2010-18 APPROVAL OF PROGRAM SUPPLEMENT AGREEMENT FOR STATE FUNDED PROJECT NO. SR2SL-5441 (047) AND FUNDING APPROPRIATION FOR DRACAEA AVENUE SIDEWALK IMPROVEMENTS, UNDER THE SAFE ROUTES TO SCHOOL (SR2S) PROGRAM (Report of: Public Works Department)

**Recommendation:**

1. Accept the grant award of up to \$210,000 in state funds for Project No. SR2SL-5441 (047), Dracaea Avenue Sidewalk Improvements, under the Safe Routes to School (SR2S) Program;
2. Adopt the proposed Resolution No. 2010-18 approving and authorizing the Public Works Director/City Engineer to execute the Program Supplement Agreement No. OG76 Rev. 000 to the existing Administering Master Agency-State Agreement No. 00196S for State Funded Project No. SR2SL-5441 (047), Dracaea Avenue Sidewalk Improvements, under the Safe Routes to School (SR2S) Program; and

Resolution No. 2010-18

A Resolution of the City Council of the City of Moreno Valley, California, Approving and Authorizing Execution of Program Supplement No. OG76 Rev. 000 to the Administering Existing Agency-State Master Agreement No. 00196S for State Funded Project No. SR2SL-5441 (047), Dracaea Avenue Sidewalk Improvements, under the Safe Routes to School (SR2S) Program

3. Authorize the appropriation of \$254,000 from unencumbered Measure "A" (Fund 125) fund balance for the design and construction costs for Dracaea Avenue Sidewalk Improvements.

A.7 ADOPT A MITIGATED NEGATIVE DECLARATION (MND) FOR THE TRAFFIC SIGNAL AND STREET IMPROVEMENTS AT REDLANDS BOULEVARD AND STATE ROUTE 60 WESTBOUND RAMPS - PROJECT NO. 08-12566927 (Report of: Public Works Department)

**Recommendation:**

Adopt a Mitigated Negative Declaration (MND) for the Traffic Signal and Street Improvements at Redlands Boulevard and State Route 60 Westbound Ramps, in that mitigation measures included in the Mitigated Negative Declaration and Initial Study which will ultimately

be incorporated into the project specifications and implemented through the Mitigation Monitoring and Reporting Program will reduce all potential environmental impacts to an acceptable level.

**A.8 AUTHORIZATION TO AWARD AGREEMENT FOR DESIGN PROFESSIONAL CONSULTANT SERVICES FOR MORRISON PARK FIRE STATION - PROJECT NO. 11-43472527(Report of: Public Works Department)**

**Recommendation:**

1. Approve an "Agreement for Design Professional Consultant Services" with STK Architecture, Inc., 42095 Zevo Drive, Suite A-15, Temecula, CA 92590, to provide architectural and engineering design (A&E) and construction contract administration services;
2. Authorize the City Manager to execute said "Agreement for Design Professional Consultant Services" with STK Architecture, Inc.;
3. Authorize the issuance of a Purchase Order to STK Architecture, Inc. in the amount of \$765,900 (proposal amount of \$696,273 plus 10% contingency) when the agreement has been signed by all parties from Account No. 897.91729; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the agreements with STK Architecture, Inc. up to, but not exceeding, the 10% contingency amount of \$69,627 subject to the approval of the City Attorney.

**A.9 APPROVE BILLBOARD RELOCATION AND RECONSTRUCTION AGREEMENT WITH LAMAR CENTRAL OUTDOOR REGARDING THE RELOCATION OF AN EXISTING OUTDOOR ADVERTISING DISPLAY SIGN TO FACILITATE THE I215/SR60 CONNECTOR PROJECT (Report of: Community Development Department)**

**Recommendation:**

Authorize the City Manager to execute the Billboard Relocation and Reconstruction Agreement with Lamar Central Outdoor.

**B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT**

**B.1 ORDINANCES - READING BY TITLE ONLY**

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

B.2 MINUTES - REGULAR MEETING OF MARCH 9, 2010 (Report of: City Clerk)

**Recommendation:**  
Approve as submitted.

**C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY**

C.1 ORDINANCES - READING BY TITLE ONLY  
**Recommendation:** Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF MARCH 9, 2010 (Report of: City Clerk)

**Recommendation:**  
Approve as submitted.

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

D.1 ORDINANCES - READING BY TITLE ONLY  
**Recommendation:** Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF MARCH 9, 2010 (Report of: City Clerk)

**Recommendation:**  
Approve as submitted.

**Motion to Approve Joint Consent Calendar Items A1 – D2 by m/Council Member William H. Batey II, s/Council Member Richard A. Stewart**  
**Approved by a vote of 5-0.**

**E. PUBLIC HEARINGS**

E.1 A PUBLIC HEARING REGARDING PA07-0007, A PROPOSAL TO AMEND TITLE 9 OF THE MUNICIPAL CODE REGARDING: (1) TRASH ENCLOSURES, (2) PARKING STANDARDS FOR NAIL SALONS AND HOTELS, (3) ON STREET PARKING STANDARDS FOR CUL-DE-SAC LOTS, AND FLAG LOT WIDTH STANDARDS, (4) SERVICE STATION DESIGN, (5) RETAINING WALLS, (6) CONSOLIDATE PARKING AND CIRCULATION SECTION OF DESIGN GUIDELINES INTO CHAPTER 9.11 PARKING AND LOADING REQUIREMENTS, (7) PARKING LOT PLANTER ISLANDS, (8) ADD A DIMENSION STANDARD FOR TRAILER PARKING SPACES AND A REQUIREMENT FOR THE NUMBER OF TRAILER PARKING SPACES REQUIRED, (9) PERMITTING PERSONAL



SERVICES IN THE (OC) OFFICE COMMERCIAL AND (BPX) BUSINESS PARK MIXED USE ZONES, AND (10) ADDING SECTIONS 9.03.040 (E)(7) AND 9.03.040 (F)(3) TO THE RESIDENTIAL SITE DEVELOPMENT STANDARDS THAT WAS INADVERTENTLY LEFT OUT OF THE CODE AMENDMENT APPROVED ON SEPTEMBER 22, 2009 (Report of: Community Development Department)

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

**Recommendation: That the City Council:**

1. RECOGNIZE that PA07-0007 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the CEQA Guidelines; and

**Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member William H. Batey II**  
**Approved by a vote of 5-0.**

2. INTRODUCE Ordinance No. 808, thereby approving PA07-0007, amending various sections of Title 9 of the City of Moreno Valley Municipal Code.

Ordinance No. 808

An Ordinance of the City Council of the City of Moreno Valley, California, Amending the Moreno Valley Municipal Code Regulations Regarding: (1) Trash Enclosures, (2) Parking Standards for Nail Salons and Hotels, (3) on Street Parking Standards for Cul-De-Sac Lots, and Flag Lot Width Standards, (4) Service Station Design, (5) Retaining Walls, (6) Consolidate Parking and Circulation Section of Design Guidelines into Chapter 9.11 Parking and Loading Requirements, (7) Parking Lot Planter Islands, (8) Add a Dimension Standard for Trailer Parking Spaces and a Requirement for the number of Trailer Parking Spaces required, (9) Permitting Personal Services in the (OC) Office Commercial and (BPX) Business Park Mixed Use Zones, (10) adding sections 9.03.040 (E)(7) and 9.03.040 (F)(3) to the Residential Site Development Standards that was inadvertently left out of The Code Amendment approved on September 22, 2009

**Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member William H. Batey II**  
**Approved by a vote of 5-0.**

E.2 FY 2010/11 PROJECT SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS (Report of: Economic Development Department)

Mayor Flickinger opened the public testimony portion of the public hearing, which was received from Judy Nieburger.

**Recommendation: That the City Council:**

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) to allow public comment on the proposed social service programs for FY 2010/11; and
2. Review and select for funding the social service, housing, and economic development programs to be included in the City's FY 2010/11 Annual Action Plan.

**Motion to Approve by m/Council Member Richard A. Stewart, s/Mayor Pro Tem Robin N. Hastings**  
**Approved by a vote of 5-0.**

**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)

a) Report by Mayor Pro Tem Robin N. Hastings on Western Riverside Council of Governments (WRCOG)

Mayor Pro Tem Robin Hastings gave an update on WRCOG's trip to Washington, D.C. to get support for AB811 which will allow the retrofitting of pre-2000 homes in Moreno Valley. Visited the Department of Energy, HUD and the elected officials. WRCOG is still in the running for several large grants from the Department of Energy, and should hear from them in the next 30 days. A financial consultant was hired, and applications for AB811 funds can start being accepted in September. Another trip to Washington, D.C. is planned in September.

G.2 APPROVAL OF THE MORENO VALLEY PARKS, RECREATION, AND OPEN SPACE COMPREHENSIVE MASTER PLAN (Report of Parks and Community Services)

Mayor Flickinger opened the agenda item for public comments, which were

received from Pete Bleckert, Deanna Reeder and Marcia Amino.

**Recommendation: That the City Council:**

Acting in their respective capacities as the President and Members of the Moreno Valley Community Services District, approve the Parks, Recreation, and Open Space Comprehensive Master Plan.

**Motion to continue the item by m/Board Member William H. Batey II, s/Board Member Jesse L. Molina**  
**Approved by a vote of 4-1, Vice-President Robin N. Hastings opposed.**

G.3 APPOINTMENT TO THE RECREATIONAL TRAILS BOARD (Report of: City Clerk's Department)

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

**Recommendation: That the City Council:**

1. Appoint Vivian Joneswhy-Brock to the Recreational Trails Board with a term expiring June 30, 2012; or
2. If appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

**Motion to appoint Vivian Joneswhy-Brock to the Recreational Trails Board with a term expiring June 30, 2012, approved by m/Mayor Pro Tem Robin N. Hastings, s/Council Member William H. Batey II**  
**Approved by a vote of 5-0.**

G.4 LOAN AGREEMENT BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY AND MV RANCHO DORADO LIMITED PARTNERSHIP FOR THE RANCHO DORADO SOUTH AFFORDABLE HOUSING PROJECT (Report of: Economic Development Department)

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

**Recommendation: That the City Council and RDA**

1. The Redevelopment Agency Board approve the Loan Agreement between the Community Redevelopment Agency of the City of Moreno Valley and MV Rancho Dorado Partnership for the Rancho Dorado South affordable housing project; and
2. The Redevelopment Agency Board authorize the appropriation

of \$1,300,000 from the RDA's 20% Set Aside funds (FUND 894) for FY 2009-10.

**Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member William H. Batey II**  
**Approved by a vote of 5-0.**

G.5 APPROVAL OF INVESTMENT POLICY REVISIONS (Report of: Financial & Administrative Services Department)

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

**Recommendation: That the City Council:**  
Approve the proposed revisions to the City's Investment Policy.

**Motion to Approve by m/Council Member Richard A. Stewart, s/Council Member William H. Batey II**  
**Approved by a vote of 5-0.**

A brief recess was taken, and reconvened at 8:12 p.m. Mayor Pro Tem Hastings left the meeting.

G.6 UPDATE TO ALTERNATIVES FOR THE COMMUNITY SERVICES DISTRICT (CSD) ZONE B (RESIDENTIAL STREET LIGHTING) PROGRAM (Report of: Public Works Department)

Mayor Flickinger opened the agenda item for public comments, which were received from Pete Bleckert and Deanna Reader.

- Recommendation: That the City Council:**
1. Acting in their capacity as President and Members of the Board of Directors of the Moreno Valley CSD ("Board") authorize the Mayor (CSD Board President) to send a letter to Southern California Edison requesting a waiver of all streetlight fees should it be necessary to potentially de-energize (turn off) streetlights. This request would also include waiving monthly utility bills for streetlights while lights are de-energized and waiving any re-energization (turn on) fees;
  2. Review and comment on the proposed public outreach and education efforts to be implemented for the CSD Zone B (Residential Street Lighting) program; and
  3. Authorize a rebalot of the CSD Zone B (Residential Street Lighting) program, as set forth in Section VIII of the Policy For

Conducting Mail Ballot Proceedings.

**Authorized the Mayor (CSD Board President) to send a letter to Southern California Edison as outlined in the staff report, conduct a somewhat diminished outreach program with lower costs, to include door hangers and authorize to rebalot the CSD Zone B with the goal of keeping the costs absolute minimal.**

**Motion to Approve by m/Board Member Richard A. Stewart, s/Board Member William H. Batey II**

**Approved by a vote of 4-0-1, Vice-President Robin N. Hastings absent.**

- G.7 A RESOLUTION FOR A GENERAL PLAN AMENDMENT (PA08-0020) FROM OFFICE/RESIDENTIAL (R/O) TO COMMUNITY COMMERCIAL (CC) AND AN ORDINANCE FOR A CHANGE OF ZONE (PA08-0019) FROM OFFICE COMMERCIAL AND RESIDENTIAL 15 (R15) TO NEIGHBORHOOD COMMERCIAL (NC) FOR PROJECT APPROVED AT THE JANUARY 26, 2010, CITY COUNCIL MEETING. THE PROJECT CONSISTS OF TWO LOTS WITH A TOTAL OF 1.34 ACRES LOCATED ON THE SOUTHWEST CORNER OF DRACAEA AVENUE AND DAY STREET. THE APPLICANT IS WINCHESTER ASSOCIATES, INC. (Report of: Community Development Department)

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

**Recommendation: That the City Council:**

1. Adopt Resolution No. 2010-19 approving General Plan Amendment PA08-0020 from Office/Residential (R/O) Use to Community Commercial (CC) thereby establishing General Plan Land Use Map designations for certain properties as described in the Resolution, and the revised General Plan Map as attached to the Resolution as Exhibit A; and

Resolution No. 2010-19

A Resolution for an approval of a General Plan Amendment (PA08-0020) from Office/Residential (R/O) to Community Commercial (CC). The project consists of two lots with a total of 1.34 acres located on the southwest corner of Dracaea Avenue and Day Street Assessors Parcel Numbers 263-180-007 and 263-180-080

**Motion to Approve by m/Council Member William H. Batey II, s/Council Member Jesse L. Molina**

**Approved by a vote of 4-0-1, Mayor Pro Tem Robin N. Hastings absent.**

3. Introduce Ordinance No. 809 approving PA08-0019 Change of Zone from Office Commercial/Residential 15 (OC/R) to Neighborhood Commercial, based on the findings in the Ordinance, and the revised Zoning Atlas page as attached to the ordinance as Exhibit A.

Ordinance No. 809

An Ordinance of the City Council of the City Of Moreno Valley, California, Approving PA08-0019 to change the Land Use District from Office Commercial and Residential 15 (R15/O) to Neighborhood Commercial (NC). The project consists of two Lots with a total of 1.34 Acres located on the southwest corner of Dracaea Avenue and Day Street Assessors Parcel Numbers 263-180-007 and 263-180-080

**Motion to Approve by m/Council Member William H. Batey II, s/Council Member Jesse L. Molina**  
**Approved by a vote of 4-0-1, Mayor Pro Tem Robin N. Hastings absent.**

- G.8 POTENTIAL NEIGHBORHOOD IDENTIFICATION SIGN PROGRAM (ORAL DISCUSSION) (/Molina/Stewart)

Mayor Flickinger opened the agenda item for public comments, which were received by Susan Gilchrist, Pete Bleckert, Marcello Co, Deanna Reeder, Raul Wilson, Conchetta Germain, Victoria Baca and Louise Palomarz.

- G.9 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

Defer and printed in the City Manager's Report

**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

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

Victoria Baca

1. DUI Checkpoints

Raul Wilson

1. DUI Checkpoints

Lorena Santa Cruz

1. DUI Checkpoints

Alicia Espinoza

1. DUI Checkpoints

Librada Murillo

1. DUI Checkpoints

Scott Heveran

1. High School 5

Deanna Reader

1. High School 5

Susan Gilchrist

1. Firearms

Jose Chavez

1. DUI Checkpoints

Elizabeth Sanchez

1. DUI Checkpoints

Nelly Isidoro

1. DUI Checkpoints

Patricia Campos

1. DUI Checkpoints

Matthew Shannon

1. DUI Checkpoints

A brief recess was taken, and reconvened at 10:23 p.m.

Paul Darr

1. DUI Checkpoints

Blanca Salgado

1. DUI Checkpoints

Marcia Amino

1. City Issued Credit Cards
2. Car Allowances

Liz Gallegus

1. DUI Checkpoints

Louisa Palomarz

1. Public Comments
2. DUI Checkpoints

Xochilt Salgado

1. DUI Checkpoints

**CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL,  
COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT  
AGENCY**

Council Member Jesse L. Molina

- 1) Thanked the public for their patience in waiting to speak. Is not a fan of checkpoints. Someone in Sacramento is giving money to arrest drunk drivers; nothing good comes out of checkpoints except for a few arrests. It was a shame some liberties are taken away after fighting for them for so long. Caught in the middle, and one day a line will have to be drawn with this Council unless Council changes. Made a motion to get rid of DUI checkpoints.

Motion died due to a lack of a second.

Council Member Richard A. Stewart

- 1) The issue of drivers licenses is not a city issue, it's a state issue. Driving is not a right, it's a privilege, and there are lot of restrictions on who can get a license and what you have to do to earn one. Driving without a license is a misdemeanor in California. The cities of Riverside, San Bernardino and Perris have checkpoints. Checkpoints are funded by grants from the State of California. A significant number of cars are also taken from people driving with suspended or revoked



drivers licenses. The checkpoints are not diverting police from other activities because they are paid for by State grants. The checkpoints are complying with what the County Council and the District Attorney has said is the law. The State of California needs to address the drivers license issue. People will call and say they want this program to continue.

- 2) The Rancho Belago sign issue will come back April 13.

#### Council Member William H. Batey II

- 1) Supports the checkpoints. They have their value and need. Being on the Fire side of the law enforcement, sees the results of drunk drivers and unlicensed drivers. Will not knowingly tell the Police Chief to turn his head and not enforce the law in order for the Fire Chief to dig someone out with a set of jaws because they just caused an accident. That's not appropriate. If everything is in place, checkpoints are no big deal. The laws are the law. The officer's job is to uphold the laws of the city, state and nation. Will continue to go after grants for the checkpoints.
- 2) Went to Edgemont and Armada Elementary School to talk to the kids and get them excited about reading. Taking the top four classes to see the movie, "How to Train a Dragon."
- 3) There was a lot of rain this spring. Make sure you have brush clearance as this could be a bad fire season given the current growth.

#### Mayor Bonnie Flickinger

- 1) The sign at the opening of the checkpoint says DUI/DL, which is a DUI and drivers license checkpoint. There is a Press Release several days in advance that states what day and time the checkpoint will be.
- 2) Moreno Valley has created over 1,100 new jobs, and it has released a new website called [MorenoValleyProspector.com](http://MorenoValleyProspector.com). The website is designed to encourage people who have businesses in other areas to discover Moreno Valley and find out what buildings and what land is available.
- 3) Saturday, March 27, at 7:30 a.m. the Recreational Trails Board is leading a six mile round-trip hike from the Equestrian Center up San Timoteo Canyon.
- 4) The Moreno Valley Arts Commisison will have a street fair on April 24, which will focus on Moreno Valley artists.
- 5) The Recreational Trails Board, Arts Commission, Accessibility Appeals Board, Environmental and Historical Preservation Board, Library Commission, Parks and Recreation Commission, Senior Citizens Board, and Traffic Safety Commission have openings. The applications are due in the City Clerk's office by May 12.

- 6) Moreno Valley now has their own independent accredited college, the Moreno Valley College.
- 7) March 28, at 1:00 p.m. is a Welcome Home Vietnam Veterans Day at the March Field Air Museum. It is free to Vietnam vets and their families.
- 8) In May there will be another household hazardous waste collection, and it is free.
- 9) Return your census form. It means money for services for our community.

There being no further business to conduct, the meeting was adjourned at 10:56 p.m. by unanimous informal consent.

### **CLOSED SESSION**

#### **PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL**

- a) Case: *Camacho v. City of Moreno Valley*  
 Court: Workers Compensation Appeals Board  
 Case No: SBR0332167 EAMS No.: ADJ623044
  - a) Agency Representative: William Bopf  
 Employee Organization: MVCEA
  - b) Agency Representative: William Bopf  
 Employee Organization: MVMA
  - c) Agency Representative: William Bopf  
 Employee Organization: Moreno Valley Confidential Management Employees
- a) City Manager Recruitment

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

None.

### **ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 11:15 p.m. by unanimous informal consent.

Submitted by:

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Jane Halstead, City Clerk, CMC  
Secretary, Moreno Valley Community Services District  
Secretary, Community Redevelopment Agency of the City of Moreno Valley  
Secretary, Board of Library Trustees

Approved by:

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Bonnie Flickinger, Mayor  
President, Moreno Valley Community Services District  
Chairperson, Community Redevelopment Agency of the City of Moreno Valley  
Chairperson, Board of Library Trustees

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## Report to City Council

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**TO:** Mayor and City Council  
**FROM:** Jane Halstead, City Clerk  
**AGENDA DATE:** April 13, 2010  
**TITLE:** CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

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### RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of March 17 – April 6, 2010.

<i>Reports on Reimbursable Activities</i> [Date – Date]		
Council Member	Date	Meeting
William H. Batey II	3/24/10	Moreno Valley Chamber of Commerce Wake-Up
Bonnie Flickinger	3/22/10	League of California Cities–Riverside County Division
	3/24/10	UCR Citizens University Committee
	3/26/10	Emmerson Women of Distinction
	3/31/10	Riverside County Sheriff's Annual Awards
	4/6/10	Moreno Valley Hispanic Chamber of Commerce - Adelante
Robin N. Hastings	4/1/10	Riverside Community College 9 <sup>th</sup> Annual Recognition Awards
Jesse L. Molina		None
Richard A. Stewart	3/31/10	Riverside County Sheriff's Annual Awards

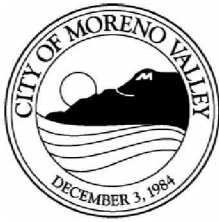
Prepared By:  
 Cindy Miller  
 Executive Assistant to the Mayor/City Council

Department Head Approval:  
 Jane Halstead  
 City Clerk

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Ret</i>
CITY MANAGER	<i>WBS</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Chris A. Vogt, P.E., Public Works Director/City Engineer

**AGENDA DATE:** April 13, 2010

**TITLE:** Approval of the 2010/2011 Fiscal Year Storm Water Protection Program Budget for County Service Area (CSA) 152

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the County Service Area (CSA) 152 Budget for FY 2010/2011 in the amount of \$586,696; and
2. Authorize the levy of CSA 152 Assessment at \$8.15 per Benefit Assessment Unit (BAU) for FY 2010/2011.

### ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

### BACKGROUND

The National Pollutant Discharge Elimination System (NPDES) program requires the City to obtain a permit from the Santa Ana Regional Water Quality Control Board (Board) to release storm water into various drainage channels and washes throughout our community.

To fund their part of these activities the Riverside County Flood Control District established a benefit assessment district. The County of Riverside (County) formed CSA 152 as a means for it and other local governments to recover costs through property assessments. On December 21, 1993, the City along with several other County cities was annexed into CSA 152. The purpose of the annexation was to provide a funding mechanism for the federally mandated storm water cleanup program.

On November 1, 1994, the Administrative Services Agreement for the CSA 152 Program was executed between the County and the City. The Agreement established the responsibilities and obligations of the City and the County concerning the management and financing of CSA 152.

On June 27, 1995, the City Council approved the NPDES and CSA 152 budgets and assessment. The City Council also passed Resolution No. 95-45 adopting the BAU assessment of \$8.15 per year. The assessment has remained unchanged since 1995.

On February 25, 1997, the City Council made a finding determining that the NPDES program as administered by the City was in compliance with the provisions of Proposition 218. Specifically, the City Council found that the NPDES assessment existed on the effective date of the State Constitutional Amendment and that the assessment was imposed exclusively to finance maintenance and operation expenses for streets, flood control and drainage systems. Therefore, the Council found that the NPDES program was exempt per Section 5(a) of Article XIII D of the State Constitution.

On January 29, 2010, the Board issued a new NPDES permit. The requirements of the new permit necessitate the City to expand its NPDES program to include the following:

- Additional compliance monitoring to include Total Maximum Daily Load (TMDL)
- Development of comprehensive implementation and management plans
- Expansion of inspection program to now include residential elements

In addition, the City will still be required to comply and maintain its existing program elements. The City must continue to implement Best Management Practices (BMPs) within our community that reduces pollutants entering our streams and channels. Among those practices are: public education, material disposal and recycling programs, spill prevention and cleanup programs, and street and storm drain maintenance.

## **DISCUSSION**

The County is the lead agency in administering CSA 152 and the City is a participating agency. In order to continue with the service provided under CSA 152, the City is required to take the following actions:

1. Approve the CSA 152 Budget for FY 2010/2011 in a specific amount; and
2. Approve a CSA 152 Assessment per Benefit Assessment Unit (BAU) for FY 2010/2011.

The revenues collected will normally increase even if the charge for the annual assessment remains constant as a result of new development. This occurs because the total number of properties paying the assessment increases each year. If the



assessment per BAU remains the same as last fiscal year--\$8.15 per BAU, revenues are projected to increase.

Staff is projecting an increase in the FY 2010/2011 CSA 152 revenues of \$47,848, due to the change in the methodology used by the County of Riverside Economic Development Agency to calculate the number of BAUs from new and existing development in the City. The revenue increase will lessen any impact the program may have on fund transfers. Staff is not recommending at this time an increase in the BAU assessment that would require a mail ballot process under Proposition 218; therefore the assessment will remain unchanged at \$8.15 per BAU.

As noted above, the budget increase is a result of total BAU's added in this current fiscal year. **Increases in BAU's are directly related to increases in service level demands thus increases in program costs.** Examples why BAU's may change in any given year include land use changes on improved land, new businesses locating to the City, business expansion and new subdivisions creating additional assessed parcels. Since the annual BAU assessment will remain unchanged, there is no need to have any further Council action related to CSA 152.

The CSA 152 Administrative Services Agreement requires the City to adopt a CSA 152 budget in early spring. To ensure the funding is secured and the assessment remains on the tax rolls for FY 2010/2011 staff is recommending Council adopt the CSA 152 budget as presented this evening.

The following CSA 152 events are scheduled for the next fiscal year:

- |    |                           |              |
|----|---------------------------|--------------|
| 1. | Assessment begins         | July 2010    |
| 2. | First installment to City | January 2011 |

There are many possible alternatives to funding the NPDES program, which require General Fund contributions or other fund contributions either in total or in combination with CSA 152 funds.

Failure by the City to enforce the NPDES program and seek sufficient funding can result in penalties of up to \$32,500 per day for noncompliance and or civil and criminal penalties. This is a federally mandated program administered by the State. **There has been neither State nor federal monies allocated to local agencies to address these requirements.**

**ALTERNATIVES**

1. Approve the CSA 152 Budget for FY 2010/2011 in the amount of \$586,696 and authorize the levy of CSA 152 Assessment at \$8.15 per BAU for FY 2010/2011. *Approval of this alternative assures that a portion of the funds necessary to*

*support the various storm water management and maintenance programs for the City will continue to be collected.*

2. Do not approve the CSA 152 budget for FY 2010/2011 in the amount of \$586,696, and authorize the levy of CSA 152 assessment at \$8.15 per BAU for FY 2010/2011. *This alternative does not provide for the collection of the assessment on the annual tax rolls that is necessary to fund portions of the storm water management and maintenance programs and not authorizing either the budget or levy will interrupt that process.*

### **FISCAL IMPACT**

Adoption of the recommended CSA 152 budget and levy assessment will ensure that the City receives its legally authorized funds from this source. However, CSA 152 revenue together with other NPDES related revenues do not fully fund program costs. Fund transfers are anticipated to make up this shortfall and will be further addressed during the FY 2010/2011 City budget process.

Attachment No. 1 is a budget detail sheet. The budget detail sheet is necessary per the November 1, 1994, Administrative Services Agreement and shows the proposed activities and amounts to be funded through the FY 2010/2011 CSA 152 revenues.

Due to the increasing difference between the projected CSA 152 revenue and the NPDES storm water program budgets, it may be necessary in the future to increase the CSA 152 assessment per BAU, identify and implement other funding sources and/or continue fund transfers.

The recommended action tonight will meet the County's deadline and assist in funding the NPDES storm water programs. Approving the increase in the CSA 152 budget will help relieve the burden on fund transfers.

The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. **Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program.**

### **CITY COUNCIL GOALS**

The recommended action furthers City Council goals by:

- Revenue Preservation. It maintains a revenue source for a federally mandated program.

- Public Safety. It provides for enhancement of water quality and control of hazardous waste.
- Community Image, Neighborhood Pride, and Cleanliness. It provides for a high level of street sweeping and chemical cleanup.
- Public Facilities and Capital Projects. It insures the proper maintenance of storm drains.

**SUMMARY**

CSA 152 revenues provide partial funding for the NPDES program. The Administrative Services Agreement between the County and the City requires the City to prepare the CSA 152 budget and submit the budget to the County in early spring. To ensure CSA 152 funding is secured and the assessment remains on the tax rolls for FY 2010/2011 staff is recommending Council adopt the CSA 152 budget as presented. Collection of the assessments on the annual tax rolls is necessary to fund portions of the NPDES storm water management and maintenance programs and not authorizing either the budget or levy will interrupt that process.

**NOTIFICATION**

Publication of Agenda

**ATTACHMENTS/EXHIBITS**

Attachment No. 1; Fiscal Years 2009/10 & 2010/11 CSA 152--Budget Detail

Prepared By  
Phuong Hunter  
Associate Environmental Engineer

Department Head Approval  
Chris A. Vogt, P.E.  
Public Works Director/City Engineer

Concurred By  
Kent Wegelin  
Storm Water Program Manager

Concurred By  
Mark W. Sambito, P.E.  
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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**CITY OF MORENO VALLEY**  
**FISCAL YEARS 2009/10 & 2010/11 CSA 152 - BUDGET DETAIL**

	FY2009/10	FY2010/11
1. STORM DRAINAGE SYSTEM INSPECTION (36" AND GREATER - 99,710 LF)		
A. Inspection	\$3,933	<b>\$5,400</b>
B. Document Violations	\$884	<b>\$1,200</b>
C. Inspection Preparation Plan	\$1,357	<b>\$5,000</b>
D. Update Facilities Drawings	\$1,357	<b>\$8,000</b>
***** Sub-total =	\$7,531	<b>\$19,600</b>
2. DRAINAGE AREA MANAGEMENT PLAN (DAMP)		
A. Catch Basin Maintenance	165,794	<b>\$165,448</b>
B. Street Sweeping	248,691	<b>\$269,880</b>
C. Development of Ordinances/Policies/BMPs	5,935	<b>\$12,000</b>
D. Training Program Implementation	2,306	<b>\$1,500</b>
E. Inspection of Illegal Connections and Dumping	2,629	<b>\$5,000</b>
F. Development of Municipal Facilities Strategy	3,371	<b>\$5,000</b>
G. Litter/Trash Characterization	5,698	<b>\$5,000</b>
***** Sub-total =	\$434,424	<b>\$463,828</b>
3. PROGRAM ADMINISTRATION & SUPERVISION		
A. Program Management	\$14,941	<b>\$15,000</b>
B. Consultant's Fee (RCFC&WCD)	\$12,699	<b>\$12,699</b>
***** Sub-total =	\$27,640	<b>\$27,699</b>
4. LEGAL MAILINGS		
A. Associate Environmental Engineer Cost	\$2,823	<b>\$2,900</b>
B. Clerk's Cost	\$1,150	<b>\$1,150</b>
C. Postage Cost	\$17,480	<b>\$18,999</b>
***** Sub-total =	\$21,453	<b>\$23,049</b>
5. ASSESSOR CHARGE - \$0.25/parcel	\$11,300	<b>\$11,309</b>
6. COUNTY COMPUTER TIME	\$6,000	<b>\$6,000</b>
7. CSA 152 ADMINISTRATION FEE (6%)	\$30,500	<b>\$35,210</b>
TOTAL PROJECTED YEARLY COST(1. through 7.)	\$538,848	<b>\$586,696</b>
<b>ANNUAL ASSESSMENT</b>		
<b>COST</b>	\$538,848	<b>\$586,696</b>
<b>TOTAL BENEFIT ASSESSMENT UNITS</b>	66,116	<b>\$71,987</b>
<b>ANNUAL ASSESSMENT PER BAU</b>	\$8.15	<b>\$8.15</b>

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>But</i>
CITY MANAGER	<i>WLB</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Chris A. Vogt, P.E., Public Works Director/City Engineer

**AGENDA DATE:** April 13, 2010

**TITLE:** PA04-0168 – COMMERCIAL BUILDING - REDUCE FAITHFUL PERFORMANCE CASH SECURITY AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF NANDINA AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

DEVELOPER – BUNKER FAMILY TRUST LLC  
14225 CORPORATE WAY  
MORENO VALLEY, CA 92553

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Adopt Resolution No. 2010-20 authorizing the acceptance of the public improvements within PA04-0168 as complete and accepting the portion of Nandina Avenue associated with the project into the City's maintained street system.
2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Cash Security and exonerate the final 10% of the Faithful Performance Cash Security in one year when all clearances are received.

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable.

## **BACKGROUND**

PA04-0168 is a commercial building located at 24385 Nandina Avenue. The project is on the south side of Nandina Avenue between Heacock Street and Indian Avenue and was conditionally approved requiring construction of certain public improvements. The public improvements included pavement, base, curb, gutter, sidewalk, street lights, parkway drains, cross gutter, driveway approaches, access ramps, water and sewer facilities, and undergrounding of overhead utilities. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/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.

## **DISCUSSION**

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. 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, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Cash Security of \$141,000. The remaining 10% of the cash security will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the remaining cash security will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

## **ALTERNATIVES**

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within PA04-0168 as complete and accepting the portion of Nandina Avenue associated with the project into the City's maintained street system and exonerate the final 10% of the Faithful Performance Cash Security in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*
2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within PA04-0168 as complete and accepting the portion of Nandina Avenue associated with the project into the City's maintained street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Cash Security and exonerate the final 10% of the Faithful Performance Cash Security in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*



**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 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES. Fund 121 is restricted to the construction and maintenance of streets and roadways. Fund 125 is restricted for transportation projects only for the purposes of construction, maintenance and operation of streets and roadways. The County Service Area (CSA) levy collected from property owners support current NPDES Permit programs and reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State. Funds collected from the CSA 152 annual levy are restricted for use only within the Storm Water Management program).

**CITY COUNCIL GOALS**

Not applicable

**NOTIFICATION**

Publication of agenda

**EXHIBITS**

Exhibit "A" - Vicinity Map  
Exhibit "B" - Proposed Resolution

Prepared By  
Anitra Holt  
Management Analyst

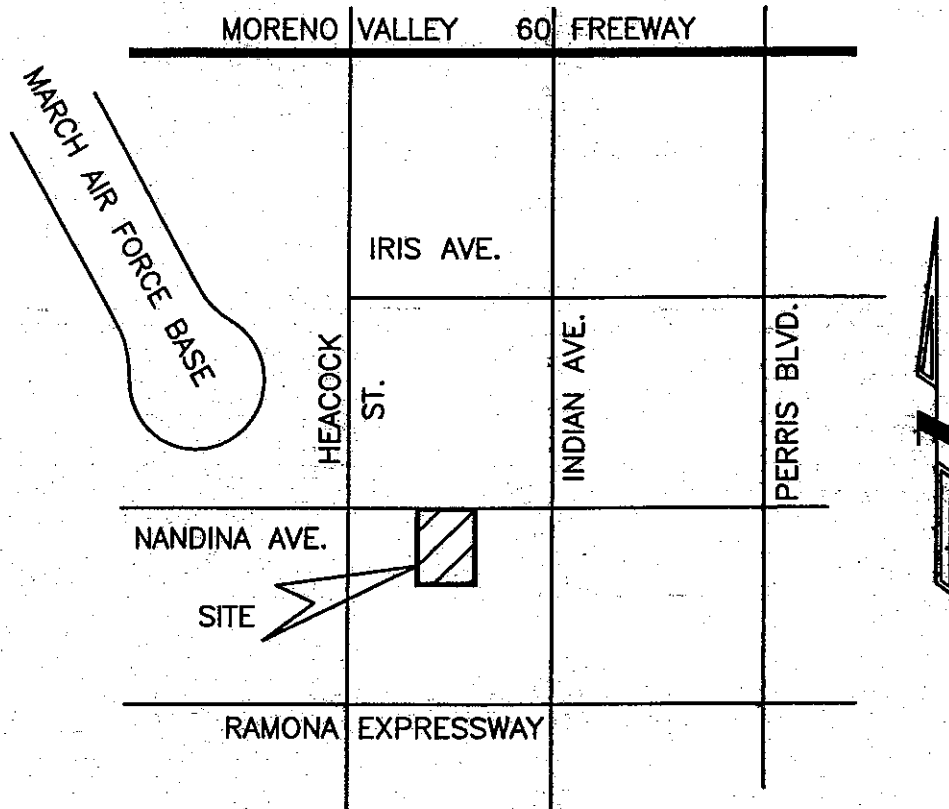
Department Head Approval  
Chris A. Vogt, P.E.  
Public Works Director/City Engineer

Concurred By  
Mark W. Sambito, P.E.  
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2010\4-13-10 PA04-0168 - 90% Cash Security Reduction.doc

24385 NANDINA AVENUE  
PA04-0168  
APN 316-210-006



VICINITY MAP

N.T.S

EXHIBIT "A"

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RESOLUTION NO. 2010-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PA04-0168, AND ACCEPTING THE PORTION OF NANDINA AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by Bunker Family Trust LLC on the portion of Nandina Avenue associated with the 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 PA04-0168, and accept the portion of Nandina Avenue associated with the 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, BE IT RESOLVED by the City Council of the City of Moreno Valley that the public improvements within PA04-0168 are complete, and the portion of Nandina Avenue associated with the project are accepted into the City's maintained street system.

APPROVED AND ADOPTED this 13<sup>th</sup> day of April, 2010.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT "B"

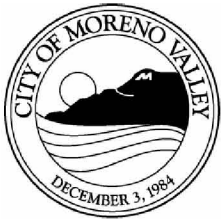
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Resolution No. 2010-\_\_\_\_  
Date Adopted: April 13, 2010

RESOLUTION JURAT

[Clerk's office will prepare]

**[NOTE: Any attachments or exhibits to this resolution should follow this jurat.]**



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Rut</i>
CITY MANAGER	<i>WBS</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Chris A. Vogt, P.E., Public Works Director/City Engineer

**AGENDA DATE:** April 13, 2010

**TITLE:** TENTATIVE PARCEL MAP 33532 LINE F – EXECUTE THE TERMINATION AGREEMENT FOR THE COOPERATIVE AGREEMENT FOR MORENO MASTER DRAINAGE PLAN LINE F, STAGE 2, BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND MORENO VALLEY PROPERTIES, L.P., A DELAWARE LIMITED PARTNERSHIP

SOUTH OF DELPHINIUM AVENUE TO NORTH OR IRIS AVENUE, AND FROM WEST OF FUTURE NASON STREET TO WEST OF OLIVER STREET

DEVELOPER – MORENO VALLEY PROPERTIES, L.P.,  
A DELAWARE LIMITED PARTNERSHIP  
14225 CORPORATE WAY  
MORENO VALLEY, CA 92553

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Authorize the Mayor to execute the attached Termination Agreement which nullifies the Cooperative Agreement for Line F, Stage 2 recorded June 30, 2008 as Document No. 2008-0355993.
2. Direct the City Clerk to forward the Termination Agreement to Riverside County Flood Control and Water Conservation District for final action by the District's Board of Supervisors.

**ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable.

**BACKGROUND**

On November 22, 2005, the City Council of the City of Moreno Valley approved Tentative Parcel Map 33532. The tentative parcel map is part of the Aquabella Development and includes the construction of Line F, Stage 2, which is to be an open concrete channel approximately 4,500 feet long.

On May 27, 2008, the City Council of the City of Moreno Valley approved the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), City of Moreno Valley, and Moreno Valley Properties, L.P., a Delaware limited partnership for Moreno Master Drainage Plan Line F, Stage 2.

On October 27, 2009, the City Council of the City of Moreno Valley rescinded the above mentioned Cooperative Agreement at the request of the developer and in agreement among the City of Moreno Valley and the Riverside County Flood Control District. Due to the current economic conditions, the developer has delayed moving forward with any portion of the Aquabella development at this time.

**DISCUSSION**

As a follow up to the City Council of the City of Moreno Valley action of rescinding the above mentioned Cooperative Agreement, the Riverside County Flood Control District wishes to execute the attached Termination Agreement. Such action is a requirement of the District's process for making the previously approved Cooperative Agreement null and void. As previously mentioned, the City Council of the City of Moreno Valley rescinded the Cooperative Agreement on October 27, 2009. The District is also in agreement to formally terminate the Cooperative Agreement.

**ALTERNATIVES**

1. Authorize the Mayor to execute the attached Termination Agreement which nullifies the Cooperative Agreement for Line F, Stage 2 recorded June 30, 2008 as Document No. 2008-0355993 and direct the City Clerk to forward the Termination Agreement to Riverside County Flood Control and Water Conservation District for final action by the District's Board of Supervisors.
2. Do not authorize the Mayor to execute the attached Termination Agreement which nullifies the Cooperative Agreement for Line F, Stage 2 recorded June 30, 2008 as Document No. 2008-0355993 and direct the City Clerk to forward the Termination Agreement to Riverside County Flood Control and Water



Conservation District for final action by the District's Board of Supervisors. *All parties wish to terminate the Cooperative Agreement, the City Council of the City of Moreno Valley previously rescinded the Cooperative Agreement and therefore should direct Staff to execute the Termination Agreement.*

**FISCAL IMPACT**

Not applicable

**CITY COUNCIL GOALS**

Not applicable

**NOTIFICATION**

Publication of agenda

**EXHIBITS**

Exhibit "A" – Termination Agreement

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Prepared By  
Clement Jimenez  
Senior Engineer

---

Department Head Approval  
Chris A. Vogt, P.E.  
Public Works Director/City Engineer

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Concurred By  
Mark W. Sambito  
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2010\3-9-10 - PM 33532 - Line F, Stage 2 Termination Agreement.doc

TERMINATION AGREEMENT

Moreno MDP Line F, Stage 2

(Project No. 4-0-00752-02)

(Parcel Map 33532)

1  
2  
3  
4 This Termination Agreement is entered into by and among the RIVERSIDE  
5 COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter  
6 called "DISTRICT", the CITY OF MORENO VALLEY, hereinafter called "CITY" and  
7 MORENO VALLEY PROPERTIES, L.P., a Delaware limited partnership hereinafter called  
8 "DEVELOPER".

RECITALS

9  
10 A. DISTRICT, CITY and DEVELOPER previously entered into that certain  
11 Agreement, hereinafter called "AGREEMENT", dated June 17, 2008, and recorded June 30,  
12 2008, as Document No. 2008-0355993, providing for DEVELOPER to construct certain flood  
13 control and drainage facilities, hereinafter called "PROJECT", in order to provide flood  
14 protection and drainage for DEVELOPER'S planned development of Parcel Map 33532.

15  
16 B. Under the terms of AGREEMENT, DEVELOPER is required to complete  
17 construction of PROJECT within eighteen (18) consecutive months following the execution of  
18 AGREEMENT.

19  
20 C. Due to changes in market conditions following the execution of  
21 AGREEMENT, DEVELOPER has not yet begun construction of PROJECT. Furthermore,  
22 DEVELOPER does not anticipate beginning or completing said construction of PROJECT  
23 within the required 18 month period, nor does DEVELOPER anticipate proceeding with the  
24 development of Parcel Map 33532 within any presently known period of time.  
25  
26  
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28

1 D. DEVELOPER desires to terminate AGREEMENT in order to be relieved  
2 from all obligations set forth therein, and to also release DISTRICT and CITY from all  
3 obligations set forth within AGREEMENT.

4 E. DISTRICT is willing to terminate AGREEMENT and release  
5 DEVELOPER and CITY from all obligations set forth therein.

6 F. CITY is willing to terminate AGREEMENT and release DEVELOPER  
7 and DISTRICT from all obligations set forth therein.

8  
9 NOW, THEREFORE, the parties hereto mutually agree as follows:

10 1. Effective as of the date this Termination Agreement is fully executed by  
11 DISTRICT, CITY and DEVELOPER, that certain Agreement between DISTRICT, CITY and  
12 DEVELOPER dated June 17, 2008, and recorded June 30, 2008, as Document No. 2008-  
13 0355993, is hereby terminated, and all provisions thereof shall become null and void.

14 2. DISTRICT, CITY and DEVELOPER each understand and mutually agree  
15 that the termination of AGREEMENT at this time shall not negatively affect DEVELOPER'S  
16 right to renew PROJECT and enter into a new agreement for such purpose at a future date,  
17 subject to all rules and conditions then in existence at the time of any such PROJECT renewal.

18  
19 DISTRICT, CITY and DEVELOPER each mutually agree that upon time  
20 of such PROJECT renewal, good and faithful effort shall be made to utilize that certain  
21 Agreement, previously recorded as Document No. 2008-0355993, although said new  
22 agreement shall also be subject to all rules and conditions in existence at the time of any such  
23 PROJECT renewal.

24  
25 3. This Termination Agreement is to be construed in accordance with the  
26 laws of the State of California.

1 4. Any and all notices sent or required to be sent to the parties of this  
2 Termination Agreement will be mailed by first class mail, postage prepaid, to the following  
3 addresses:

4 RIVERSIDE COUNTY FLOOD CONTROL  
5 AND WATER CONSERVATION DISTRICT  
6 1995 Market Street  
7 Riverside, CA 92501  
8 Attn: Administrative Services

CITY OF MORENO VALLEY  
Post Office Box 88005  
Moreno Valley, CA 92552-0805  
Attn: Chris Vogt

9 MORENO VALLEY PROPERTIES, L.P.  
10 14225 Corporate Way  
11 Moreno Valley, CA 92553  
12 Attn: Iddo Benzeevi

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

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

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

26 8. DEVELOPER shall not assign or otherwise transfer any of its rights,  
27 duties or obligations hereunder to any person or entity without the written consent of the other  
28

1 parties hereto being first obtained. In the event of any such transfer or assignment,  
2 DEVELOPER expressly understands and agrees that it shall remain liable with respect to any  
3 and all of the obligations and duties contained in this Termination Agreement.

4 9. The individual(s) executing this Termination Agreement on behalf of  
5 DEVELOPER hereby certify that they have the authority within their respective company(ies)  
6 to enter into and execute this Termination Agreement, and have been authorized to do so by  
7 any and all boards of directors, legal counsel, and or any other board, committee or other entity  
8 within their respective company(ies) which have the authority to authorize or deny entering  
9 into this Termination Agreement.  
10

11 10. This Termination Agreement is intended by the parties hereto as a final  
12 expression of their understanding with respect to the subject matter hereof and as a complete  
13 and exclusive statement of the terms and conditions thereof and supersedes any and all prior  
14 and contemporaneous agreements and understandings, oral or written, in connection therewith.  
15 This Termination Agreement may be changed or modified only upon the written consent of the  
16 parties hereto.  
17

18 //

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1 IN WITNESS WHEREOF, the parties hereto have executed this Termination  
2 Agreement on \_\_\_\_\_  
3 (to be filled in by Clerk of the Board)

4 RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

5 By \_\_\_\_\_  
6 WARREN D. WILLIAMS  
General Manager-Chief Engineer

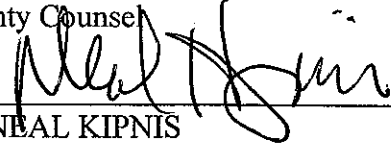
By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

7 APPROVED AS TO FORM:

ATTEST:

8 PAMELA J. WALLS  
9 County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

10 By  \_\_\_\_\_  
11 NEAL KIPNIS  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

22 Termination Agreement: Parcel Map 33532  
23 JPS:blj  
11/9/09

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RECOMMENDED FOR APPROVAL:

**CITY OF MORENO VALLEY**

By \_\_\_\_\_  
CHRIS A. VOGT, P.E.  
Public Works Director/City Engineer

By \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

ATTEST:

JANE HALSTEAD  
City Clerk

By \_\_\_\_\_  
BOB HANSEN  
Interim City Attorney

By \_\_\_\_\_

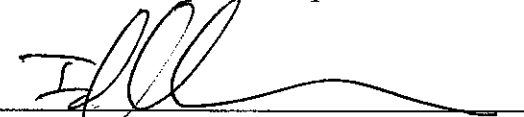
(SEAL)

Termination Agreement: Parcel Map 33532  
JPS:blj  
11/9/09



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**MORENO VALLEY PROPERTIES, L.P.,**  
a Delaware limited partnership

By:   
IDDO BENZEEVI  
President

(ATTACH NOTARY WITH  
CAPACITY STATEMENT)

Termination Agreement: Parcel Map 33532  
JPS:blj  
11/9/09

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

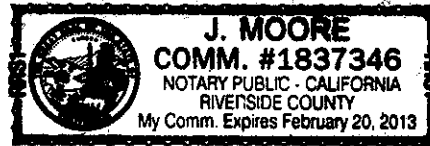
On January 12 2010 before me, J. Moore, Notary Public  
(Here insert name and title of the officer)

personally appeared I DDO Benzeevi

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.



J. Moore  
Signature of Notary Public

(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Termination Agreement  
(Title or description of attached document)

Moreno MDP Line F Stage 2  
(Title or description of attached document continued)

Number of Pages 7 Document Date \_\_\_\_\_

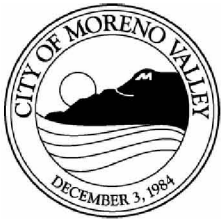
Project # 4-0-06752-02  
(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RAH</i>
CITY MANAGER	<i>WJB</i>

## **Report to City Council**

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**TO:** Mayor and City Council

**FROM:** Chris A. Vogt, P.E., Public Works Director/City Engineer

**AGENDA DATE:** April 13, 2010

**TITLE:** TENTATIVE PARCEL MAP 33532 – EXONERATION OF BONDS FOR EROSION CONTROL AGREEMENT

SOUTH OF DELPHINIUM AVENUE TO NORTH OR IRIS AVENUE, AND FROM WEST OF FUTURE NASON STREET TO WEST OF OLIVER STREET

DEVELOPER – MORENO VALLEY PROPERTIES, L.P.,  
A DELAWARE LIMITED PARTNERSHIP  
14225 CORPORATE WAY  
MORENO VALLEY, CA 92553

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor securities associated with the Parcel Map 33532 erosion control improvements.

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable.

### **BACKGROUND**

On November 22, 2005, the Planning Commission of the City of Moreno Valley approved Tentative Parcel Map 33532. The tentative parcel map is a proposal to construct a 685-acre active adult community within the boundaries of the Aquabella

Specific Plan. In accordance with the City of Moreno Valley's Municipal Code Section 8.21.150, Erosion Control, Ordinance Number 568, the developer was required to provide surety for erosion control facilities within the limits of the mass grading area until the erosion control measures are no longer necessary.

The developer halted all mass grading operations on the project site since approximately November, 2007 and requested that the City release the mass grading surety bond. The City agreed to process a release of the mass grading security, and in turn the developer relinquished their Mass Grading Permit MV-0826 (mass grading of Parcel Map 33532, also known as the Aquabella Project). Since the Improvement Agreement at that time included both grading and erosion control and was expiring, a substitute agreement only for erosion control was required. On June 23, 2009, the City Council approved a Substitute Agreement for Erosion Control.

## **DISCUSSION**

The Erosion Control Faithful Performance Bond and Material & Labor Bond No. BDC11187, issued by Western Insurance Company in the amounts of \$1,815,000 and \$907,500 respectively, will remain in place for the duration of the project or until such time that the erosion control measures are no longer necessary.

On January 28, 2010, Land Development Engineering, Construction Inspection and Storm Water Management staff inspected the vacant site and determined that the property was sufficiently stabilized to prevent any significant erosion. The natural grasses have grown in to cover a majority of the site and the developer has permitted root growth by mowing the property instead of disking. The amount of plant material, developer-installed erosion control devices and large number of water basins (future lakes) throughout the site all but eliminate the possibility for erosion or flooding to adjacent properties or public roadways. Based on these findings, Land Development staff has determined that the erosion control efforts are no longer necessary and recommends the return of the security to the developer.

## **ALTERNATIVES**

1. Authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor securities associated with the Parcel Map 33532 erosion control improvements.
2. Do not authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor securities associated with the Parcel Map 33532 erosion control improvements.

**FISCAL IMPACT**

Not applicable

**CITY COUNCIL GOALS**

Not applicable

**NOTIFICATION**

Publication of agenda

**EXHIBITS**

Exhibit "A" – Vicinity Map

Exhibit "B" – Agreement for Erosion Control Improvements for PM 33532

Exhibit "C" – Faithful Performance Bond for Erosion Control

Exhibit "D" – Material and Labor Bond for Erosion Control

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Prepared By  
Liz Plazola  
Senior Administrative Assistant

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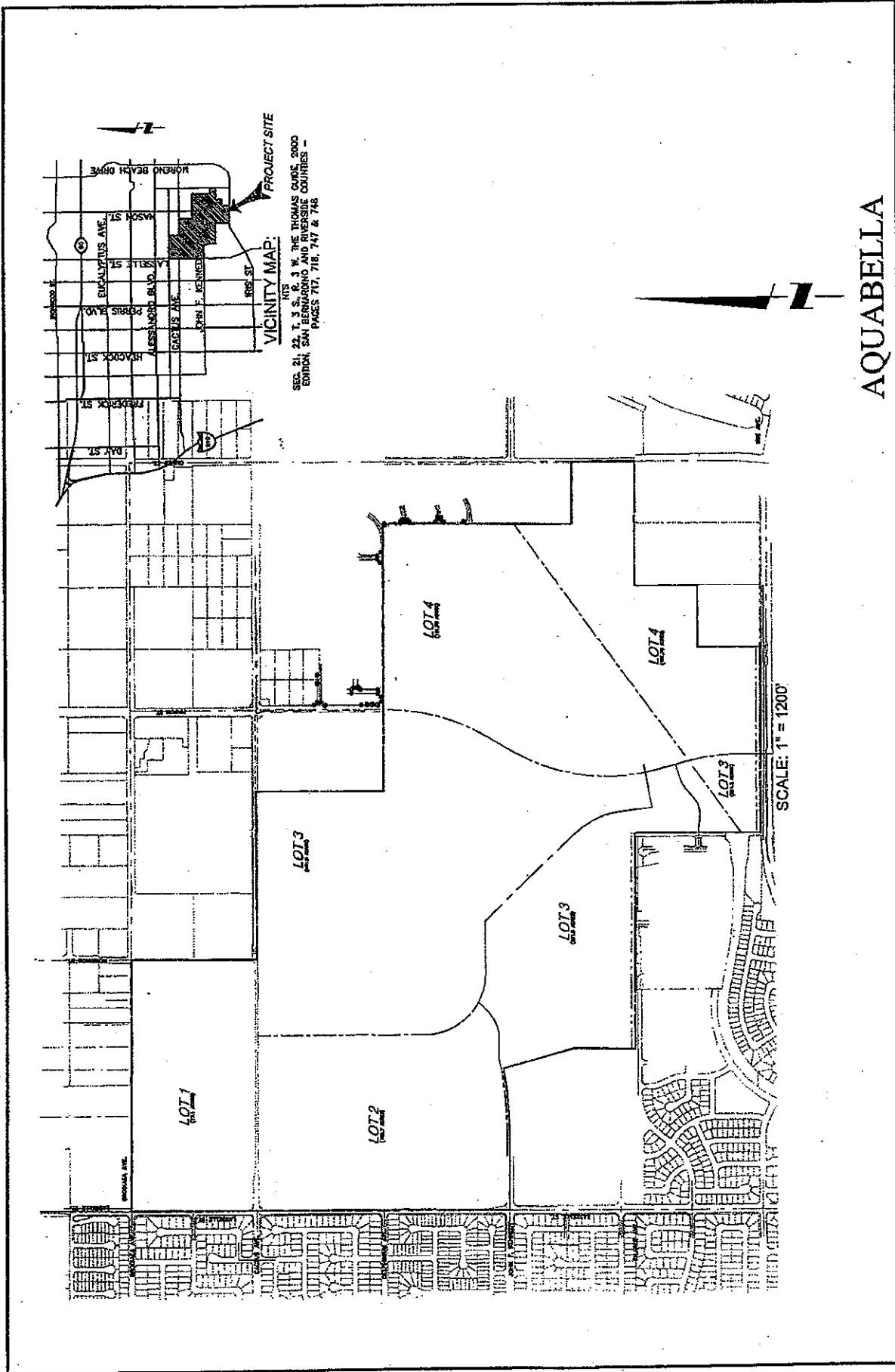
Department Head Approval  
Chris A. Vogt, P.E.  
Public Works Director/City Engineer

---

Concurred By  
Mark W. Sambito  
Engineering Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2010\4-13-10 - PM 33532 - Exoneration of Erosion Control Agree.doc



**CITY OF MORENO VALLEY  
PUBLIC WORKS – LAND DEVELOPMENT**

**EXHIBIT A**

**PM 33532 Erosion/Grading  
VICINITY MAP**

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RECORDING REQUESTED BY:  
City of Moreno Valley

**WHEN RECORDED, RETURN TO:**

CITY OF MORENO VALLEY  
City Clerk  
P. O. Box 88005  
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

**AGREEMENT FOR EROSION CONTROL  
PROJECT NO. PM 33532**

**APN 486-310-025 & 486-280-016 & 486-300-008 & 486-320-003**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **MORENO VALLEY PROPERTIES, LP, A DELAWARE LIMITED PARTNERSHIP**, herein after called Contractor, on the date signed by the Mayor of the City.

**WITNESSETH:**

**FIRST:** Contractor, 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 **PM 33532** agrees, at Contractor's own expense, to furnish all labor, equipment and material necessary, for **TWENTY-FOUR (24)** months from the date this Agreement is executed, and for such extensions of time necessary (pursuant to the ninth paragraph herein) for purposes of maintaining the property until such time that development is completed, to perform and complete in a good and workmanlike manner, all of the required Erosion Control 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. Contractor shall complete Erosion Control described in this paragraph pursuant to Moreno Valley Municipal Code Chapter 8.21. The estimated cost of said work for Erosion Control, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto, is the sum of **ONE MILLION EIGHT HUNDRED FIFTEEN THOUSAND AND NO/100** Dollars (**\*\*\*\$1,815,000.00\*\*\***).

**SECOND:** Contractor agrees to pay to the City the actual cost of such inspection of the Erosion Control as may be required by the City Engineer. Contractor further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required Erosion Control, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Contractor 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.

**THIRD:** City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Contractor. Contractor agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

**EXHIBIT "B"**

**FOURTH:** The Contractor 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 Erosion Control. This permission shall terminate in the event that the Contractor has completed the work within the time specified or any extension thereof granted by the City.

**FIFTH:** Contractor agrees at all times, up to the completion and acceptance of the Erosion Control 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 Erosion Control, and to protect the traveling public from such defective or dangerous conditions. The contractor 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 Contractor's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

**SIXTH:** The Contractor, 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.

**SEVENTH:** If the Contractor, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the time specified by the City, or within such extensions of time as have been granted by the City, or if the Contractor 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 Contractor 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 Contractor, 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.

**EIGHTH:** Contractor 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 for Erosion Control 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. Contractor 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 Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required Erosion Control are completed within ninety (90) days of the date on which the City Engineer notified the Contractor of the insufficiency of the security or the amount of the bonds or both.

**NINTH:** 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 Contractor, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Contractor 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.

**TENTH:** 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.



**Engineer's Cost Estimate  
Erosion Control  
PM 33532**

Erosion Control

Bond Amount: \$1,815,000.00

The amount of the surety is based on the Engineer's Cost Estimate and the City of Moreno Valley's Municipal Code Section per Section 8.21.150 Erosion Control in the Grading Regulations.

W:\LandDev\MANAGEMENT ASSISTANT\Agreement Bond Packets\Grading & Erosion Control\Engineer's Cost Estimate for Erosion.doc

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

On June 17, 2009 before me, J. Moore, Notary Public  
(Here insert name and title of the officer)

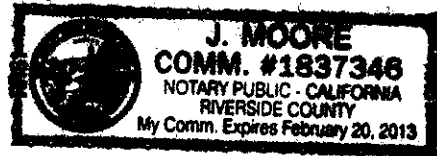
personally appeared Danette Susan Fenstermacher & Iddo Benzeevi  
EVP & COO President

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.

J. Moore  
Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**DESCRIPTION OF THE ATTACHED DOCUMENT**

Agreement for erosion Control  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages 4 Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer

\_\_\_\_\_  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

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FAITHFUL PERFORMANCE BOND

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

Erosion Control \$1,815,000.00

Project No. PM 33532

Bond No. BDC11187

Premium \$25,864.00

Surety Western Insurance Company A-VCCA ✓

Principal Moreno Valley Properties, LP  
A Delaware Limited Partnership

Address 580 East Plumb Lane

Address 24525 Alessandro Boulevard

City/Zip Reno, NV 89502

City/Zip Moreno Valley, CA 92553

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **MORENO VALLEY PROPERTIES, LP, A DELAWARE LIMITED PARTNERSHIP**, as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above Erosion Control, relating to **PM 33532**, 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 Western Insurance Company, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of **ONE MILLION EIGHT HUNDRED FIFTEEN THOUSAND AND NO/100** Dollars (**\*\*\*\$1,815,000.00\*\*\***), 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.

EXHIBIT "C"

RISK MANAGEMENT  
Approved

*OCaskey* 5/1/00

**FAITHFUL PERFORMANCE BOND (Page 2 of 2)**  
**PROJECT NO. PM 33532**

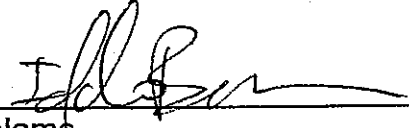
The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of 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.

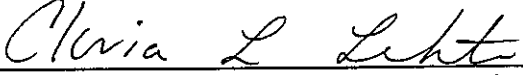
When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 100%.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on April 26, 2006.

NAME OF PRINCIPAL: Moreno Valley Properties, LP, a Delaware Limited Partnership  
Company Name

AUTHORIZED SIGNATURE(S): By  President  
Name Title  
Name Title

NAME OF SURETY: Western Insurance Company  
Company Name

AUTHORIZED SIGNATURE:   
Clovia L. Lehto 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



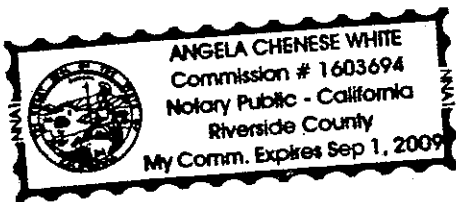
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
County of RIVERSIDE } ss.

On April 26, 2006 before me, Angela Chenese White, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Iddo Benzzevi  
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.

Angela Chenese White  
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: Faithful Performance Bond  
Document Date: 2/26/2006 Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

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

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

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here



WESTERN INSURANCE COMPANY

303181

POWER OF ATTORNEY

BDC11187

KNOW ALL MEN BY THESE PRESENTS: That WESTERN INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Nevada and having its principal office at the City of Reno, in the State of Nevada, does hereby constitute and appoint

Dick L. Rottman, Bradley A. Pearce, Roger A. Hill, Janice L. Bowman, R. Scott Rottman, Clovia L. Lehto, Amy J. Simpson

of the City of RENO, State of NEVADA its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing the guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said WESTERN INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary, this 5TH day of February, 1994.



WESTERN INSURANCE COMPANY
(Signed) By [Signature] President

(Signed) By [Signature] Secretary

STATE OF NEVADA)

SS:

RENO )

On this 5TH day of FEBRUARY, 1994, before me personally came DICK L. ROTTMAN, President of the WESTERN INSURANCE COMPANY and CAROL B. INGALLS, Secretary of said Company, with both of whom I am personally acquainted, and being by me severally duly sworn, said, that they, the said DICK L. ROTTMAN and CAROL B. INGALLS were respectively the President and the Secretary of the said WESTERN INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney, that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as President and Secretary, respectively, of the Company.

My Commission expires the 16TH day in OCTOBER, 1995



WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

NOTARY PUBLIC

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the WESTERN INSURANCE COMPANY on February 4, 1994:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or a Vice President, jointly with the Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, CAROL B. INGALLS, Secretary of the WESTERN INSURANCE COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on February 4, 1994 and that this Resolution is in full force and effect.

I, the undersigned Secretary of the WESTERN INSURANCE COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the WESTERN INSURANCE COMPANY on this 26th day of April, 2006



[Signature] Secretary

BD ED (2-94)

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MATERIAL AND LABOR BOND

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

Erosion Control \$907,500.00 Project No. PM 33532  
Bond No. BDC11187 Premium \$25,864.00  
Surety Western Insurance Company Principal Moreno Valley Properties, LP  
A Delaware Limited Partnership  
Address 580 East Plumb Lane Address 24525 Alessandro Boulevard  
City/Zip Reno, NV 89502 City/Zip Moreno Valley, CA 92553

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **MORENO VALLEY PROPERTIES, LP, A DELAWARE LIMITED PARTNERSHIP**, (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 Erosion Control, relating to **PM 33532**, which agreement is hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **NINE HUNDRED SEVEN THOUSAND FIVE HUNDRED AND NO/100** Dollars (**\*\*\*\$907,500.00\*\*\***), 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 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

EXHIBIT "D" RISK MANAGEMENT  
Approved

*D. Corder* 5/1/06

**MATERIAL AND LABOR BOND (Page 2 of 2)**  
**PROJECT NO. PM 33532**

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 April 26, 2006.

NAME OF PRINCIPAL: Moreno Valley Properties, LP, a Delaware Limited Partnership  
Company Name

AUTHORIZED SIGNATURE(S): By:

<u>[Signature]</u>	<u>President</u>
Name	Title
_____	_____
Name	Title

NAME OF SURETY: Western Insurance Company  
Company Name

AUTHORIZED SIGNATURE: [Signature]  
Clovia L. Lehto 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

W:\LandDev\Lee Ann\Agreement Bond Packets\Grading & Erosion Control\PM33532 EROSION Labor and Material Bond.DOC

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Riverside } ss.

On April 26, 2006 before me, Angela Cheneise White, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Iddo Benzervi  
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.  
Angela Cheneise White  
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: Material And Label Bond

Document Date: 4/26/2006 Number of Pages: \_\_\_\_\_

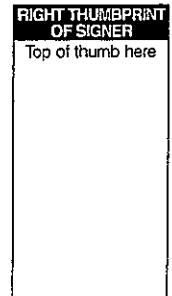
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

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

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

Signer Is Representing: \_\_\_\_\_







WESTERN INSURANCE COMPANY

303182

POWER OF ATTORNEY

BDC11187

KNOW ALL MEN BY THESE PRESENTS: That WESTERN INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Nevada and having its principal office at the City of Reno, in the State of Nevada, does hereby constitute and appoint

Dick L. Rottman, Bradley A. Pearce, Roger A. Hill, Janice L. Bowman, R. Scott Rottman, Clovia L. Lehto, Amy J. Simpson

of the City of RENO, State of NEVADA its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing the guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said WESTERN INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary, this 5TH day of February, 1994.



WESTERN INSURANCE COMPANY (Signed) By [Signature] President

(Signed) By [Signature] Secretary

STATE OF NEVADA)

SS:

RENO )

On this 5TH day of FEBRUARY, 1994, before me personally came DICK L. ROTTMAN, President of the WESTERN INSURANCE COMPANY and CAROL B. INGALLS, Secretary of said Company, with both of whom I am personally acquainted, and being by me severally duly sworn, said, that they, the said DICK L. ROTTMAN and CAROL B. INGALLS were respectively the President and the Secretary of the said WESTERN INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney, and they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as President and Secretary, respectively, of the Company.

My Commission expires the 16TH day in OCTOBER, 1995.



MAKING THIS POWER OF ATTORNEY INVALID WITHOUT THE RED BORDER

(Signed) [Signature] NOTARY PUBLIC

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the WESTERN INSURANCE COMPANY on February 4, 1994:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or a Vice President, jointly with the Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, CAROL B. INGALLS, Secretary of the WESTERN INSURANCE COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on February 4, 1994 and that this Resolution is in full force and effect.

I, the undersigned Secretary of the WESTERN INSURANCE COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

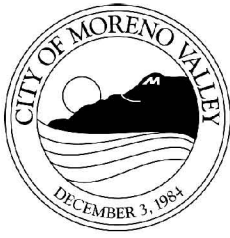
In Testimony Whereof, I have hereunto set my hand and the seal of the WESTERN INSURANCE COMPANY on this 26th day of April, 2006



[Signature] Secretary

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RH</i>
CITY MANAGER	<i>WBS</i>

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## Report to City Council

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**TO:** Mayor and City Council Members

**FROM:** Kyle Kollar, Community Development Director

**AGENDA DATE:** April 13, 2010

**TITLE:** 2009 Annual Report of the Planning Commission

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

- 1) **RECEIVE AND FILE** the 2009 Annual Report of the Planning Commission; and
- 2) **AUTHORIZE** transmittal to the California State Office of Planning and Research in accordance with Government Code Section 65040.5.

### **PLANNING COMMISSION RECOMMENDATION**

The 2009 Annual Report was adopted by the Planning Commission on February 25, 2010, and is forwarded to the City Council in accordance with the California Government code.

### **BACKGROUND**

The Government Code mandates an annual Planning Commission report be presented to the legislative body (City Council) on the progress of the General Plan and its implementing mechanisms. The attached 2009 Annual Report of the Planning Commission provides the City Council with a report of the Planning Commission's actions and endeavors for the last year as required by the California Government Code.

**DISCUSSION**

In 2009, the Planning Commission held public hearings on 11 applications to amend the Municipal Code and/or General Plan. In addition, the Commission acted upon 50 developer-initiated applications, which included Conditional Use Permits, Plot Plans, Development Agreements and Tentative Tract Maps. The Planning Division staff also processed 737 administrative applications which include such projects as: new construction not within 300' of residential, sign permits and home occupation permits and 85 plan check reviews.

**ALTERNATIVES**

Not applicable.

**FISCAL IMPACT**

Not applicable.

**CITY COUNCIL GOALS**

Not applicable.

**NOTIFICATION**

Posting of City Council Agenda.

**ATTACHMENTS/EXHIBITS**

- 1) 2009 Annual Report of the Planning Commission.

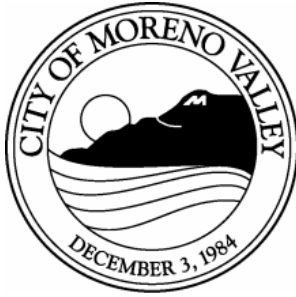
Prepared By:  
Grace Espino-Salcedo  
Administrative Assistant

Department Head Approval:  
Kyle Kollar  
Interim Community Development Director

Concurred By:  
John C. Terell  
Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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*City of  
Moreno Valley*

Planning Commission  
**ANNUAL REPORT**  
To the City Council

January - December 2009

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ATTACHMENT 1

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# ***TABLE OF CONTENTS***

ACKNOWLEDGEMENTS ..... 3

MAJOR ACCOMPLISHMENTS ..... 5

GENERAL PLAN IMPLEMENTATION ..... 10

PROJECT ACTIVITY ..... 13



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## ***ACKNOWLEDGEMENTS***

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# ACKNOWLEDGEMENTS

## **CITY COUNCIL (Elected)**

	<b>DISTRICT</b>	<b>TERM EXPIRES</b>
Richard A. Stewart, Mayor	2	November 2010
Bonnie Flickinger, Mayor Pro Tem	4	November 2010
William H. Batey II	5	November 2012
Robin Hastings	3	November 2012
Jesse L. Molina	1	November 2012

## **PLANNING COMMISSION (Appointed)**

	<b>TERM EXPIRES</b>
Maria Marzoeki, Chairperson	March 31, 2011
George Riechers, Vice Chairperson	March 31, 2011
Rick De Jong	March 31, 2011
Michael S. Geller	March 31, 2013
Richard Dozier	March 31, 2013
Ray L. Baker	March 31, 2013
George Salas, Jr.	March 31, 2013

## **CITY MANAGER**

Robert G. Gutierrez

## **DEPUTY CITY MANAGER**

Rick Hartmann

## **COMMUNITY DEVELOPMENT DEPARTMENT**

Kyle Kollar, Director

### **Planning Division**

John Terell, AICP Planning Official  
Darisa Vargas, Senior Administrative Assistant  
Grace Espino-Salcedo, Administrative Assistant  
Chris Ormsby, AICP Senior Planner  
Mark D. Gross, AICP Senior Planner  
Claudia Manrique, Associate Planner  
Gabriel Diaz, Associate Planner  
Jeffrey Bradshaw, Associate Planner  
Kathy Dale, Associate Planner  
Julia Descoteaux, Associate Planner  
James Keller, Assistant Planner  
Nina Shabazz, Assistant Planner  
Leticia Esquivel, Senior Permit Technician  
Yahnel Bishop, Permit Technician  
Summer Looy, Permit Technician

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## ***MAJOR ACCOMPLISHMENTS***

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# MAJOR ACCOMPLISHMENTS

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

The purpose of this Annual Report is to highlight significant accomplishments, summarize ongoing projects, and describe special studies that the Moreno Valley Planning Commission have been working on during the 2009 calendar year. A major function of this report is to acknowledge and evaluate the ongoing implementation of the General Plan. This report is prepared in accordance with Section 65040.5 of the California Government Code.

## **Major Accomplishments in 2009 were:**

Major development projects reviewed by the Planning Commission in 2009 were as follows:

- PA07-0151 (Tentative Parcel Map No. 35879), PA07-0152 (Master Plot Plan), PA07-0153 (Plot Plan), PA07-0154 (Plot Plan), PA07-0155 (Plot Plan), PA07-0156 (Plot Plan), PA08-0057 (General Plan Amendment) and P08-060 (Specific Plan Amendment) An industrial complex with four buildings (1,484,407 total square feet) on 66.9 net acres. Tentative Parcel Map No. 35879 will create four parcels. General Plan and Specific Plan Amendments required for the realignment of Krameria Street in Circulation Element of the General Plan and in the Moreno Valley Industrial Specific Plan (SP 208). Located at the southeast corner of Iris Avenue and Heacock Street.
- PA09-0002 (Municipal Code Amendment) A comprehensive update to the Moreno Valley Municipal Code 9.17 Landscape Requirement provisions and the Landscape Standards concerning regulations regarding landscape requirements. The amendment considers the overall visual appeal as well as reduced water usage to ensure compliance with State of California requirements. Citywide.
- PA08-0095 (Conditional Use Permit) Conditional Use Permit to allow the installation, operation and maintenance of a 45' tall unmanned wireless telecommunications facility stealthed as a eucalyptus tree. Facility to consist of a new 21' x 25' block wall equipment enclosure to contain all ground related equipment. Located at 25545 Kalmia Avenue (water storage tank).
- PA08-0091 (Conditional Use Permit) Conditional Use Permit to establish a place of worship and allow construction of a new 2,806 square foot temple/meditation room. Located in the Office (O) Zoning District at the northwest corner of Nason & Lenzen Streets (13920 Nason Street).
- PA06-0025 (Conditional Use Permit), PA06-0026 (Change of Zone), PA06-0027 (General Plan Amendment), PA08-0006 (Municipal Code Amendment) Conditional Use Permit for a 631-unit self-storage warehouse facility on 5.85 net acres. Development of the mini-storage facility requires approval of a General Plan Amendment and Change of Zone to establish a Commercial land use designation and

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Community Commercial zoning. Development of project also requires approval of a Municipal Code Amendment to Section 9.09.140. To provide exceptions to current design and screening requirements for self-storage warehouses located along major arterials. Located at the southeast corner of Eucalyptus Avenue and Edgemont Street. Amendment effective Citywide.

- PA07-0168 (Plot Plan) A 13 building, 52-unit apartment complex on 3.63 acres in the Residential 15 (R15) zoning district. The apartment project consists of two and three bedroom units with private open space provided for all units. A combination of parking will be available including garages, carports and open parking. Located on the north side of Hemlock Avenue, west of Perris Boulevard.
- PA08-0072 (Plot Plan) Plot Plan to build a 522,772 square foot industrial warehouse building on 25.96 acres of land. Zoned Light Industrial (LI) and Business Park Mixed-Use (BPX). Located at the northwest corner of Cactus Avenue and Frederick Street.
- PA09-0014 (FY 2009-2010 Capital Improvement Plan Conformance with the General Plan) Make a finding that the Fiscal Year 2009-2010 Capital Improvement Plan Amendment is in conformance with the City of Moreno Valley's General Plan.
- PA07-0118 (Plot Plan), PA07-0115 (Tentative Tract Map No. 35769) Plot Plan and Tentative Tract Map No. 35769 (for condominium purpose) for a sixteen (16) unit multi-family complex with eight (8) duplexes located in the Village Residential (VR) zone of the Specific Plan 204 on 1.21 acres. Located on the south side of Myers Avenue, east of Heacock Street and west of Indian Street.
- PA08-0088 (Plot Plan), P08-116 (Variance) A 30,960 square foot, three-story hotel building (66-units) on approximately 1.10 acres within the Village Specific Plan (SP 204 CC). The variance is for the reduction of side setbacks and parking requirements. Located at the northwest corner of Olivewood Plaza Drive.
- PA08-0047 (Master Plot Plan), PA08-0048 (Conditional Use Permit), PA08-0049 (Plot Plan), PA08-0050 (Plot Plan), PA08-0051 (Plot Plan), PA08-0052 (Plot Plan) Master Plot Plan for the approval of a Commercial Retail and Hospitality Center on 6.3 acres. The project includes a 56,000 square foot 4-story, 110-room hotel with kitchenettes, three retail buildings with a total square footage of 20,720, two with drive-thru services and a 4,500 square foot separate restaurant pad building located in the Business Park Mixed-Use (BPX) Zone. Located at the northeast corner of Cactus Avenue and Commerce Center Drive.  
**( ITEM PLACED OFF CALENDAR AT REQUEST OF APPLICANT )**
- PA07-0040 (Tentative Tract Map No. 35377) Tentative Tract Map No. 35377 for the division of a 2.24 acre lot into 9 parcels (ranging from 7,316 to 9,559 square feet in size). The project is within the Residential 5 (R5) zoning district. Located at the southeast corner of Sue Ann Lane and Herschel Lane.
- PA05-0069 (Change of Zone), PA05-0071 (Tentative Tract Map No. 32388) Tentative Tract Map No. 32388 to subdivide approximately 9.5 acres into 14 lots for single-family residential development. Change of Zone to modify existing Residential 2 (R2) General Plan land use designation. Located on the south side of Mountain Ranch Road at Northshore Drive.

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- PA07-0035 (Master Plot Plan), PA07-0039 (Plot Plan), PA08-0021 (Tentative Parcel Map No. 35822) Master Plot Plan for six industrial buildings to be constructed on six separate parcels located along Revere Place and Concord Way. The buildings range in size from 23,700 square feet to 47,160 square feet. Plot Plan for a 409,598 square foot warehouse distribution facility to be located on 19.27 acres. Tentative Parcel Map No. 35822 will reconfigure property lines for the six buildings under Master Plot Plan, to ensure that buildings are not placed over property lines. The map also combines eleven parcels into a single parcel to develop the 409,598 square foot distribution facility. The project is in the Industrial (I) zone of the Industrial Area Specific Plan (SP 208). Located at the northeast corner of Heacock Street and Iris Avenue.
  - PA09-0006 (Plot Plan) Plot Plan for the development of a 15-unit affordable housing project to house special needs individuals and senior citizens located on 1.57 acres within the Specific Plan 204. The seven duplexes and one single unit will provide one and two bedroom units. Located at the northeast corner of Atwood Avenue and Liberty Street.
  - PA09-0007 (Change of Zone), PA09-0009 (General Plan Amendment) General Plan Amendment to change the land use from Business Park (BP) to Residential/Office (R/O) and Village Office/Residential (VOR). The Change of Zone will change the zoning from Business Park (BP) to Residential 15 (R15). The parcel has an existing single-family residence and a multiple-family duplex. Located at 21652 Cottonwood Avenue.
  - PA09-0018 (General Plan Amendment), PA08-0099 (Municipal Code Amendment) To amend the City's General Plan and Municipal Code regulations regarding multiple family development standards and add Residential 30 (R30) land use district and zone for multiple family development up to 30 units per acre. Citywide.
  - PA08-0061 (Plot Plan) Plot Plan for the approval of a Commercial Retail and Office Center on 0.87 acres. The project includes a 12,544 square foot 2-story building. Located in the Specific Plan 204 Village Commercial Residential (VCR) zone at 24405 Sunnymead Boulevard.
  - PA08-0019 (Change of Zone), PA08-0020 (General Plan Amendment) General Plan Amendment proposing the existing General Plan designation be amended from Office (O) & Residential (R) to Community Commercial (CC), with a proposed Change of Zone from Office (O) & Residential 15 (R15) to Neighborhood Commercial (NC). The project consists of two lots with a total of 1.34 acres. Located at the southwest corner of Day Street and Dracaea Avenue. **(DENIED)**
  - PA08-0089 (Plot Plan) Construction of an adult Bible College to be constructed on 0.9 acres in the Office (O) zone. The structure will be 2,969 square feet which includes a classroom, library and office space. The existing single family home will remain on site as a caretaker's residence for the college. Located at 13890 Nason Street.
  - PA08-0101 (Amended Conditional Use Permit) Amended Conditional Use Permit to reconstruct and expand the existing fueling station, including the addition of a 2,939 square foot convenience store and an automated drive-through car wash. The project is on 0.71 acres. Located at 12431 Heacock Street in the Specific Plan 204 Community Commercial (CC) Zone.
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- PA09-0029 (Municipal Code Amendment) Municipal Code Amendment for a minor update to the Moreno Valley Municipal Code 9.17 Landscape Requirement provisions and the Landscape Standards concerning regulations regarding landscape requirements. The amendment considers the overall visual appeal as well as reduced water usage to ensure compliance with State of California requirements. Citywide.
  - PA09-0011 (Conditional Use Permit) Installation of a 75 feet high monopalm tree to include 12 panel antennas and the associated ground equipment located within the Specific Plan 193 Golf Course zone. Located at 27905 John F. Kennedy Drive.
  - PA06-0173 (Plot Plan) Construction of a neighborhood market located in the Village Commercial (VC) Zone. The market will be 4,876 square feet. Access will be provided on Alessandro and Redlands Boulevards. Located at the southeast corner of Alessandro and Redlands Boulevard.

**Other Development Projects reviewed by the Planning Commission in 2009 as follow:**

- P08-144 (Amended Plot Plan), P08-140 (Amended Master Plot Plan) Amended Plot Plan and Amended Master Plot Plan to modify the site plan for the previously approved Master Plot Plan (PA07-0138) and Plot Plan (PA07-0136). The modification includes redesign of site plan by relocating Parcel 2 north, adjacent to the drive aisle. Parcels 1 and 3 to remain in the same location as previously approved, with minor adjustments to the parking lot and drive aisles as required. Located at the northeast corner of Moreno Beach Drive and Alessandro Boulevard.
- P09-052 (Specific Plan Amendment), P09-0343 (Sign Program Amendment) Amendment No. 5 to the Auto Mall Specific Plan (SP 209) to include the modification of an existing freeway pylon sign and entry tenant monument signs, the vacation of a portion of Motor Way, the addition of landscape parkways pop-outs and sidewalks, new driveways for a proposed vehicle display area on other minor text changes to the Specific Plan and sign program. Located on the east side of Moreno Beach Drive, south of Highway 60.



## ***General Plan Implementation***



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# General Plan Implementation

The General Plan and the Development Code gives the City of Moreno Valley the tools necessary to guide the development of the City into the next century.

The Planning Commission held public hearings on amendments to the General Plan and the Development Code. The amendments were approved by the Planning Commission and forwarded to the City Council for their approval.

The following General Plan Amendments were recommended for approval by the Planning Commission in 2009:

- PA07-0151 (Tentative Parcel Map No. 35879), PA07-0152 (Master Plot Plan), PA07-0153 (Plot Plan), PA07-0154 (Plot Plan), PA07-0155 (Plot Plan), PA07-0156 (Plot Plan), PA08-0057 (General Plan Amendment) and P08-060 (Specific Plan Amendment) An industrial complex with four buildings (1,484,407 total square feet) on 66.9 net acres. Tentative Parcel Map No. 35879 will create four parcels. General Plan and Specific Plan Amendments required for the realignment of Krameria Street in Circulation Element of the General Plan and in the Moreno Valley Industrial Specific Plan (SP 208). Located at the southeast corner of Iris Avenue and Heacock Street.
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- PA09-0014 (FY 2009-2010 Capital Improvement Plan Conformance with the General Plan) Make a finding that the Fiscal Year 2009-2010 Capital Improvement Plan Amendment is in conformance with the City of Moreno Valley's General Plan.
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- 
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  - PA08-0019 (Change of Zone), PA08-0020 (General Plan Amendment) General Plan Amendment proposing the existing General Plan designation be amended from Office (O) & Residential (R) to Community Commercial (CC), with a proposed Change of Zone from Office (O) & Residential 15 (R15) to Neighborhood Commercial (NC). The project consists of two lots with a total of 1.34 acres. Located at the southwest corner of Day Street and Dracaea Avenue. **(DENIED)**
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  - P09-052 (Specific Plan Amendment), P09-0343 (Sign Program Amendment) Amendment No. 5 to the Auto Mall Specific Plan (SP 209) to include the modification of an existing freeway pylon sign and entry tenant monument signs, the vacation of a portion of Motor Way, the addition of landscape parkways pop-outs and sidewalks, new driveways for a proposed vehicle display area on other minor text changes to the Specific Plan and sign program. Located on the east side of Moreno Beach Drive, south of Highway 60.



## ***PROJECT ACTIVITY***

# PROJECT ACTIVITY

## SUMMARY OF PLANNING COMMISSION PROJECT ACTIVITY FOR THE PERIOD JANUARY 2009 THROUGH DECEMBER 2009

PROJECT TYPE	TOTAL PROJECTS REVIEWED
Amended Design Manual	0
Amended Plot Plan	0
Change of Zone	4
Conditional Use Permit	5
Conditional Use Permit Amendment	1
Development Agreement	0
Development Agreement Amendment	0
Municipal Code Amendment	4
General Plan Amendment	5
Modification to Conditions of Approval	0
Parcel Map	0
Plot Plan	17
Plot Plan Amendment	1
Reversion to Acreage	0
Specific Plan Amendment	2
Specific Plan Adoption	0
Tentative Parcel Map	2
Tentative Parcel Map Amendment	0
Tentative Tract Map	3
Tentative Tract Map Amendment	0
Tentative Tract Map Variance	0
Variance	1
Master Plot Plan and Related	4
10 Year Capital Plan Amendment	1
<b>TOTAL PROJECTS</b>	<b>50</b>

\* This does not include Administrative Approvals that include such projects as: new construction not within 300' of residential, home occupation permits and signs. There were **737** Administrative Approvals and **85** plan check reviews in 2009.

ORDINANCE NO. 808

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING THE MORENO VALLEY MUNICIPAL CODE REGULATIONS REGARDING: (1) TRASH ENCLOSURES, (2) PARKING STANDARDS FOR NAIL SALONS AND HOTELS, (3) ON STREET PARKING STANDARDS FOR CUL-DE-SAC LOTS, AND FLAG LOT WIDTH STANDARDS, (4) SERVICE STATION DESIGN, (5) RETAINING WALLS, (6) CONSOLIDATE PARKING AND CIRCULATION SECTION OF DESIGN GUIDELINES INTO CHAPTER 9.11 PARKING AND LOADING REQUIREMENTS, (7) PARKING LOT PLANTER ISLANDS, (8) ADD A DIMENSION STANDARD FOR TRAILER PARKING SPACES AND A REQUIREMENT FOR THE NUMBER OF TRAILER PARKING SPACES REQUIRED, (9) PERMITTING PERSONAL SERVICES IN THE (OC) OFFICE COMMERCIAL AND (BPX) BUSINESS PARK MIXED USE ZONES, (10) ADDING SECTIONS 9.03.040 (E)(7) AND 9.03.040 (F)(3) TO THE RESIDENTIAL SITE DEVELOPMENT STANDARDS THAT WAS INADVERTENTLY LEFT OUT OF THE CODE AMENDMENT APPROVED ON SEPTEMBER 22, 2009.

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

SECTION 1. FINDINGS:

Based on substantial evidence presented to this City Council during its public hearing on March 23, 2010, including written and oral staff reports and the record from the public hearing, this City Council hereby finds as follows:

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

FACT: The project consists of amendments to several sections of the City of Moreno Valley Municipal Code. The proposed amendment(s) are consistent with, and do not conflict with the existing or proposed General Plan goals, objectives, policies and programs.

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

FACT: The proposed changes do 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 amendment deals with administrative matters that would not cause a physical effect on the environment.

- C. Conformance with Intent of Zoning Regulations – The proposed amendments is consistent with the purposes and intent of Title 9 of the Municipal Code.

FACT: The amendments to the Municipal Code provides for an internally consistent set of regulations that are compatible with the purpose and intent of Title 9. The proposed changes eliminate conflicts or clarify the meaning of some sections of Title 9. As such, it furthers the specific purpose and intent of Title 9 to “implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan.”

**SECTION 2 MUNICIPAL CODE AMENDMENT:**

2.1 Table 9.02.020-1 of Section 9.02.020 of Chapter 9.02 of the City of Moreno Valley Municipal Code is hereby amended to include as follows:

Permitted Uses Table 9.02.020-1																						
	HR	RR	R1	RA2	R2	R3	R5	RS10	R10	R15	R20	NC	CC	VC	OC	OP	PI	LI	BP	BPX	OS	
Mortuaries																						
With cremation services																				X	X	
No cremation services			C	C	C	C	C	C	C	C	C	◆	◆							X	X	
Museums	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Newspaper and Printing Shops												X	X					X	X	X	X	
Nursery, (Plant), Wholesale and distribution	X	X	X	X													X	X				X
Offices (Administrative and Professional)												X	X	X	X	X			X	X	X	
Open Air Theaters																	C					C
Orphanages	C	C	C	C	C	C	C	C	C	C	C											
Painting Contractor																		X	X			
Parcel Delivery Terminals																	X	X	X	X		
Parking Lot														X	X	X	X			X		
Parks and Recreation Facilities (Public)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Personal Services (e.g., nail salons, massage establishment, barber and beauty shops, and tattoo parlors)												X	X	X	X						X	
Pharmacy <sup>4</sup>												X	X	X	X							
Photo Studios												X	X	X	X							X
Plumbing Shops														X								X
Plumbing Supply Stores for Contractors																		X	X	X		
Pool Hall												◆	◆									
Postal Services												X	X	X	X			X	X	X	X	
Pottery Sales With Outdoor Sales												X	X	X			X				X	
Public Administration, Buildings and Civic Centers												X	X	X	X	X	X	X	X	X	X	
Public Utility Stations, Yards, Wells and Similar Facilities, Excluding Offices	C	C	C	C	C	C	C	C	C	C	C	◆	◆	◆	◆	◆	◆	X	X	◆	◆	C

2.2 Table 9.03.040-6 of Section 9.03.040 of Chapter 9.03 of the City of Moreno Valley Municipal Code is hereby amended to include as follows:

Requirement	R1	R2	RA2	R3	R5	RS10
1. Maximum density (DUs* per net acre)	1	2	2	3	5	10
2. Minimum lot size (sq. ft. net area)	40K**	20K	20K	10K	7,200	4,500
3. Minimum lot width, in feet	150	100	100	90	70	45
Cul-de-sac/knuckle lot frontage	50	50	50	50	50	45
4. Minimum lot depth, in feet	170	120	120	100	100	85
5. Minimum front yard setback	25	25	25	25	20	20
Front-facing garages	Not applicable					10
Buildings other than front-facing garages						10
6. Minimum side yard setback, in feet***						
a. Interior side yard	See Note 1	See Note 1	See Note 1	See Note 1	See Note 2	See Note 3
b. Street side yard	20	20	20	15	15	10
7. Minimum rear yard setback, in feet***	40	35	35	30	15	50
8. Maximum lot coverage	25%	30%	30%	40%	40%	50%
9. Maximum building and structure height, in feet	Two stories not to exceed 35 feet.					
10. Minimum dwelling size (sq. ft.)	1500	1500	1500	1250	1250	1000
11. Minimum distance between buildings, in feet (including main DUs and accessory structures)	20	15	15	10	10	10
12. Floor area ratio						
a. One-story home	.25	.30	.30	.40	.40	.50
b. Multi-story home	.50	.60	.60	.70	.70	.75

\* The term "DUs" means dwelling units.

\*\* The term "K" means thousands.

\*\*\* See Section 9.08.030 regarding accessory structures and room additions.

2.2.2 Table of Section 9.03.040(E) of Chapter 9.03 of the City of Moreno Valley Municipal Code is hereby amended to include as follows:

7. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.

2.2.3 Table of Section 9.03.040(F) of Chapter 9.03 of the City of Moreno Valley Municipal Code is hereby amended to include as follows:

3. In all residential districts, air conditioners, heating, cooling and ventilating equipment and all other mechanical, lighting or electrical devices shall be operated so that noise levels do not exceed sixty (60) dBA (Ldn) at the property line. Additionally, such equipment, including roof-mounted installation, shall be screened from surrounding properties and streets and shall not be located in the required front yard or street side yard. All equipment shall be installed and operated in accordance with other applicable city ordinances.

2.3 Section 9.08.070(B) and (C) of Chapter 9.08 of the City of Moreno Valley Municipal Code is hereby amended to include as follows:

B. Fences and Walls in Residential Developments.

1. In Required Front Yards of Residential Developments.

a. Any solid fence or wall located outside of vehicle lines-of-sight at street intersections shall not exceed three feet in height and any open fence or wall shall not exceed six feet in height. The height of such fences and walls shall be measured from the finished grade at the bottom of the fence or wall.

b. Retaining walls up to three feet in height are allowed within any front yard. In the case of a retaining wall that faces the exterior of the property on which it is located, an open fence up to three feet in height may be built directly on top of the retaining wall (See Figure 9.08.070-1). In the case of a retaining wall that faces the interior of the property on which it is located, a solid fence or wall up to three feet in height, or an open fence up to six feet in height, may be built directly on top of the retaining wall (See Figure 9.08.070-2).

c. Fences and walls located in front yards shall be decorative and made of durable materials, including masonry, wood pickets, tubular metal or other materials, as approved by the community development director.



2. In Required Side and Rear Yards of Residential Developments.
  - a. Height.
    - i. Except as described below, a wall or fence along any side yard or rear yard shall not exceed six feet in height, as measured from the finished grade.
    - ii. The height of a wall or fence along the side or rear yard may exceed six feet if the difference in elevation between adjoining sites warrants such increase to maintain the effectiveness of screening that is generally provided by six-foot walls and fences, provided that the height of such wall or fence does not exceed eight feet (See Figure 9.08.070-3).
    - iii. The height of a wall or fence along any side or rear yard may exceed six feet if the decision-making body determines that the additional height is needed to mitigate noise impacts or provide screening from adjoining arterial streets, freeways, or nonresidential uses (see Section 9.08.150 of this chapter). Any such wall or fence shall not exceed the height necessary to mitigate noise and screen undesirable views.
  - b. Retaining walls and combinations of retaining walls and nonretaining fences.
    - i. Retaining walls within any side yard or rear yard shall not exceed six feet in height, except where they are located on the boundary between two residential parcels, in which case they shall not exceed three feet in height. The combined height of retaining wall, wall and or fence shall not exceed eight feet of solid surface (See Figure 9.08.070-4).
    - ii. A 6 foot high retaining wall may be placed 3 feet or more from the side or rear property line (See Figure 9.08.070-5).
    - iii. No two retaining walls on a given slope shall be closer to each other than the height of the taller wall, except as described below.
    - iv. In the case of a retaining wall that faces a street or other public viewpoint, a nonretaining fence or nonretaining wall may be erected above (either up-slope or directly on top) such retaining wall if their solid surfaces, when added together, do not exceed eight feet in height, and the combined surface area of solid and open fencing shall not exceed 12 feet in height subject to approval by the Community Development Director. For example, a four-foot decorative metal rail fence may be placed above a two-foot wall and a six-foot retaining wall (See Figure 9.08.070-6).
  - c. Fence and Wall Design.
    - i. Side Yards and Rear Yards Adjacent to Residential Parcels. Fences and walls located between residential parcels shall be constructed of wood, decorative metal rail, decorative block or other durable materials, as approved by the Community Development Director.
    - ii. Side and Rear Yards Adjacent to Streets, Freeways and Other Rights-of-Way. Fences and walls placed between lots and adjoining rights-of-way shall be constructed of decorative metal rail, decorative block or other decorative and durable materials, as approved by the Community Development Director. Where practical, such fences and walls shall incorporate landscaping, earth berms and changes in materials

or texture to reduce visible wall height, deter graffiti and add visual interest. Except where the Community Development Director determines that screening is needed, open walls and fences shall be placed at the top of slopes that are six or more feet above any adjoining right-of-way to provide view opportunities and minimize wall height.

iii. Side and Rear Yards Adjacent to Open Space Areas. Except where the Community Development Director determines that screening is needed, open walls and fences shall be placed along side and rear yards that are adjacent to open space areas.

iv. View Lots. Except where the Community Development Director determines that screening is needed open walls and fences shall be placed along side and rear yards that are fifteen or more feet above the pad height of the adjacent residential lot.

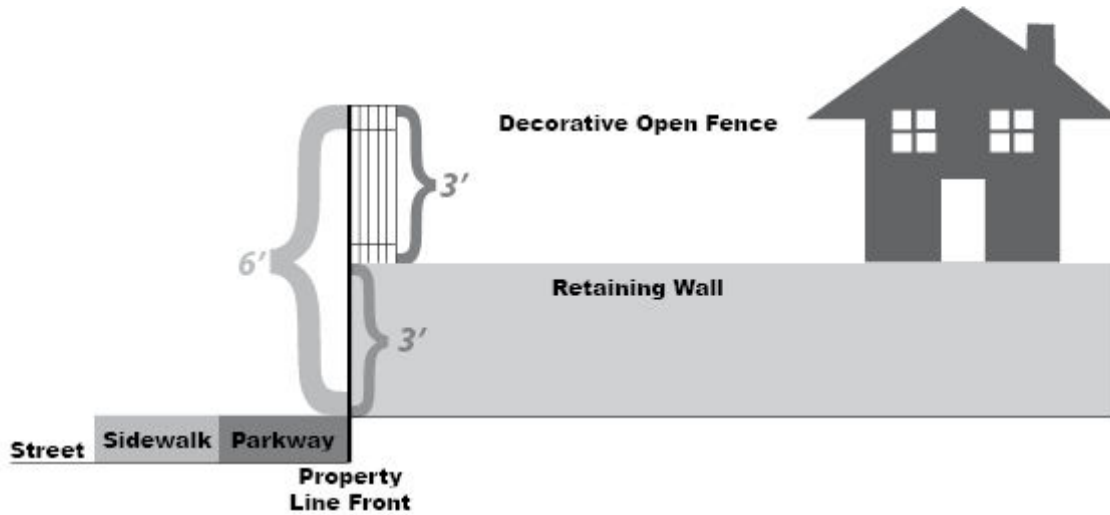
### C. Fences and Walls in Nonresidential Developments.

1. In any required front or street side building setback area, a wall or fence shall not exceed three feet in height, as measured from the road grade nearest the property line.

2. Walls for the purpose of visual screening and sound attenuation shall be required between nonresidential activities and any adjacent residential use or residentially zoned property, or where more sensitive adjacent land uses exist. The height, placement and design of such walls shall be considered on a site-specific basis considering the need for sound attenuation or visual screening.

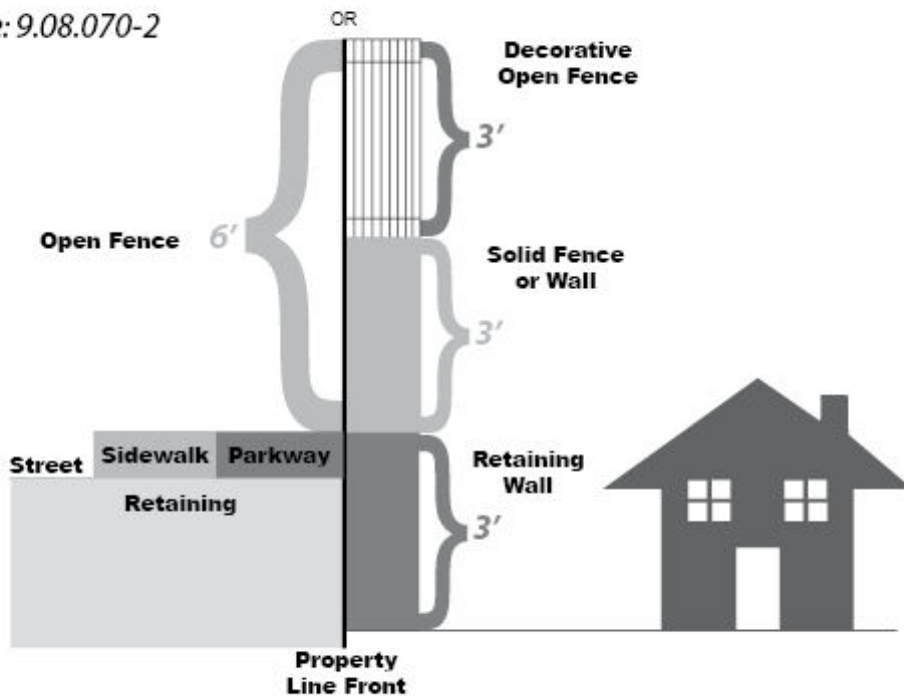
3. Unless otherwise required pursuant to subsection (B)(2) of this section, walls and fences in any required rear or interior side setback area shall not exceed six feet in height. (Ord. 759 §§ 5.2, 5.3, 2007; Ord. 694 § 1.1 (part), 2005; Ord. 604 § 2.9, 2002; Ord. 575 § 2.3, 2000; Ord. 528 § 1.5, 1997; Ord. 398 § 1.1, 1993; Ord. 359 (part), 1992)

Figure: 9.08.070-1



\* Retaining wall that faces the exterior of property.

Figure: 9.08.070-2



\* Retaining wall that faces the interior of property.

Figure: 9.08.070-3

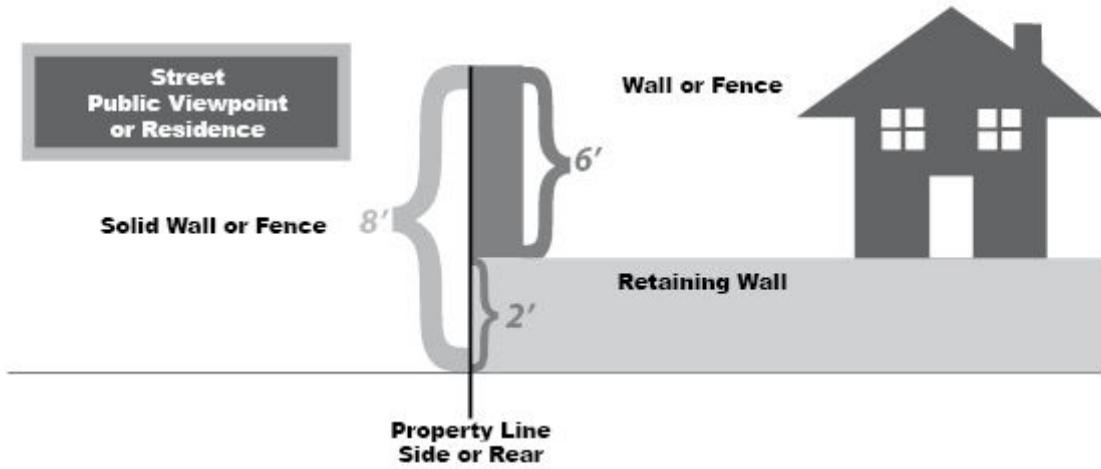


Figure: 9.08.070-4

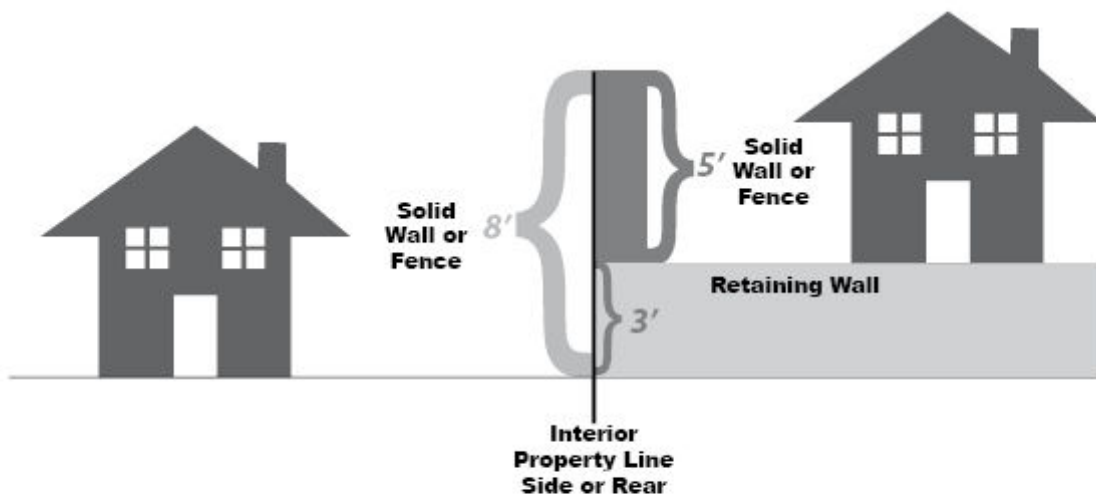


Figure: 9.08.070-5

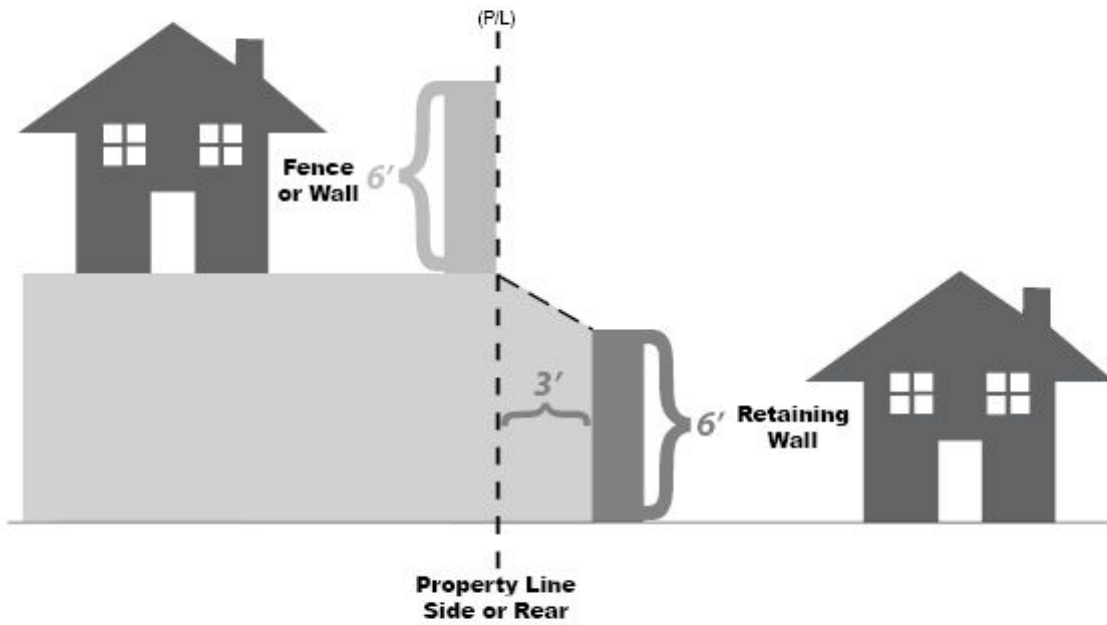
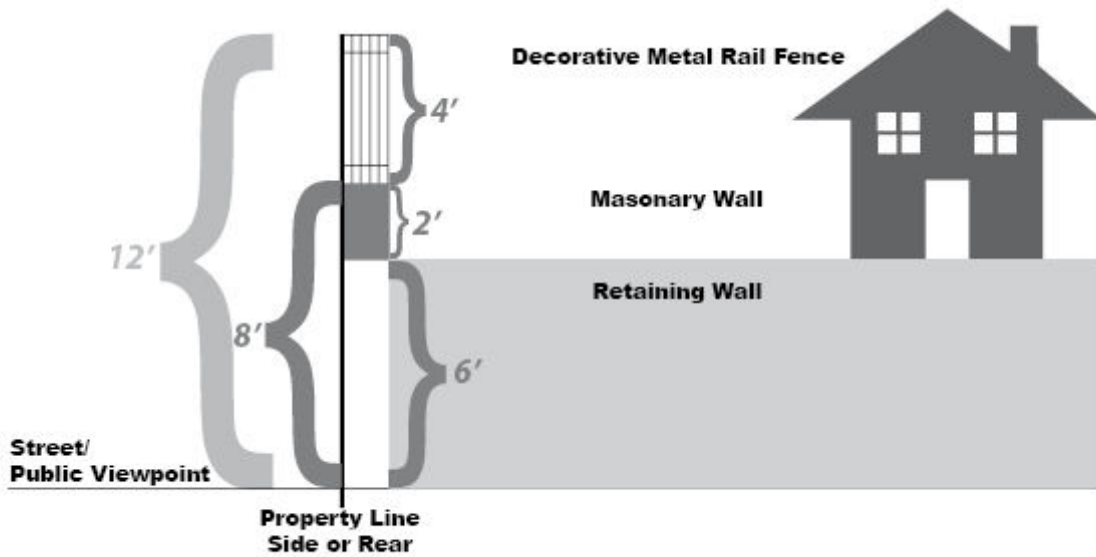


Figure: 9.08.070-6



2.3.2 Section 9.08.150(C) of Chapter 9.08 of the City of Moreno Valley Municipal Code is hereby amended to include as follows:

C. Screening of Refuse Storage Areas. Trash/waste enclosure design standards are found in the Public Works Standards. In addition, trash/waste enclosures shall:

1. Be located a minimum of thirty-five (35) feet from any residential structures or as otherwise approved by the community development department director;
2. Provide a minimum planter dimension of three feet on three sides of the enclosure walls, and accommodate climbing vines and screening shrubs within the planter area;
3. Be constructed to include a solid roof cover.
4. Be designed using materials and colors aesthetically compatible with the project. (Ord. 694 § 1.1 (part), 2005; Ord. 616 § 2.2.12, 2003; Ord. 534 § 1.3 (part), 1998; Ord. 475 § 1.4 (part), 1995; Ord. 461 §§ 1.2, 1.3, 1.4, 1995; Ord. 426 § 3.1(d), 1994; Ord. 359 (part), 1992)

2.3.3 Figure 9.08.150-3 (Trash Enclosure Standards) of Section 9.08.150 of Chapter 9.08 of the City of Moreno Valley Municipal Code is hereby deleted in its entirety.

2.4 Section 9.09.170(C) of Chapter 9.09 of the City of Moreno Valley Municipal Code is hereby amended to include as follows:

C. Minimum Development Standards.

1. Each parcel shall have a minimum street frontage of one hundred fifty (150) feet on each abutting street.
2. No building or structure shall be located within twenty (20) feet from any public right-of-way, or within five feet of any interior parcel line.
3. Service stations, convenience stores which provide fuel-pumping services and any other facilities which provide fuel-pumping services to the general public shall orient all fuel pump islands to be parallel to each other and shall be designed to minimize traffic conflicts. Nonparallel or “L” shaped fuel pump island configurations are not permitted.
4. If a reverse orientation for the building is selected, rear building elevations shall have architectural details consistent with the overall design theme.
5. In all cases, service bays shall be accessed from the interior of the site.

6. Gasoline pumps shall be at least twenty (20) feet from any property line.
7. Canopies shall be at least ten (10) feet from any property line and architecturally compatible with the main structure.
8. Service stations shall be integrated with adjacent commercial properties through the use of compatible materials, textures, colors, landscaping treatment and access.
9. Service stations shall be separated from adjacent residential property by a decorative masonry wall of not less than six feet in height. Materials, textures, colors and design of all walls shall be compatible with on-site development and adjacent properties. No wall required to be erected and maintained by the provisions of this section shall be constructed within five feet of a driveway entrance or vehicle access way opening onto a street or alley which would obstruct a cross view of pedestrians on the sidewalk, alley or elsewhere by motorists entering or exiting the parcel.
10.
  - a. The right-of-way, plus ten (10) feet of the site, is landscaped, as well as a planting strip at least five feet wide along all interior parcel lines, except driveways, and adjacent to buildings. Parcels abutting residential districts are subject to Section 9.04.040(B)(1) of this title. Planters are surrounded by masonry or concrete curbs, and so arranged as to preclude motor vehicles from driving across the sidewalk at locations other than access driveways.
  - b. A minimum of one hundred fifty (150) square feet of landscaped area is provided at the intersection of two property lines at the street corner.
11. Not more than one driveway with a maximum width of forty (40) feet shall be permitted on any one street frontage and shall comply with City Standard Plan 118C. Fifty feet queue storage shall be provided. Driveways shall be located as follows:
  - a. Driveway locations shall be per Table 9.16.250A of the Municipal Code. Any deviation from the above standard requires the approval of the city traffic engineer; and
12. All lubrication bays and wash racks shall be located within a fully enclosed building. Access to the service bays and wash racks shall not be located within fifty (50) feet of a residentially zoned property, and shall be oriented away from public rights-of-way.
13. Each service station shall provide air and water to customers without charge and at a convenient location during hours when gasoline is dispensed.
14. Each service station shall provide a men's and a women's public restroom which are accessible, from the interior of the business only, to the general public and physically disabled during all hours the service station is open to the public. Entrances or signage shall be clearly visible from the gasoline service area or cashier station, and shall be maintained on a regular basis.
15. Coin-operated vending machines may be permitted within a structure for the purpose of dispensing items commonly found in service stations, such as refreshments and maps.

16. Coin-operated vending machines are not permitted outdoors, unless approved by the community development director.

17. All repair and service activities and operations shall be conducted entirely within an enclosed service building, except as follows:

- a. The dispensing of petroleum products, water and air; and
- b. Replacement service activities such as wiper blades, fuses, radiator caps and lamps.

18. Trash areas shall be provided and screened on at least three sides from public view by a solid decorative wall not less than five feet in height.

a. All trash shall be deposited in the trash area and the gates leading thereto shall be maintained in working order and shall remain closed, except when in use.

b. Refuse bins shall be provided and placed in a location convenient for customers.

c. Trash areas shall not be used for storage. The premises shall be kept in a neat and orderly condition at all times and all improvements shall be maintained in a condition of reasonable repair and appearance. No used or discarded automotive parts or equipment, or inoperable vehicles may be stored outside of the main building.

19. The service station shall at all times be operated in a manner not detrimental to surrounding properties or residents. Site activities shall not produce or be reasonably anticipated to produce any of the following:

- a. Damage or nuisance from noise, smoke, odor, dust or vibration;
- b. Hazard from explosion, contamination or fire; or
- c. Hazard occasioned by the unusual volume or character of traffic, or the congregating of a large number of people or vehicles.

20. Service stations/mini-markets selling alcoholic beverages shall conspicuously post the premises with signs prohibiting the consumption of alcoholic beverages on-site.

21. The above standards shall be considered minimum standards. The appropriate approval authority may alter standards when necessary to adequately protect adjacent uses in cases where extraordinary site conditions exist.



2.5 Chapter 9.11 of the City of Moreno Valley Municipal Code is hereby amended to include as follows:

**Chapter 9.11 PARKING, PEDESTRIAN, AND LOADING REQUIREMENTS**

- 9.11.010 Purpose and intent.**
- 9.11.020 Applicability.**
- 9.11.030 General regulations.**
- 9.11.040 Off-street parking requirements.**
- 9.11.050 Schedule of off-street loading requirements.**
- 9.11.060 Off-street bicycle parking requirements.**
- 9.11.070 Adjustments to off-street parking requirements.**
- 9.11.080 Design standards.**
- 9.11.090 Subterranean, semisubterranean and aboveground parking structures.**
- 9.11.100 Circulation-Pedestrian.**

2.5.2 Table 9.11.040B-12 and 9.11.040C-12 of Section 9.11.040 of Chapter 9.11 of the City of Moreno Valley Municipal Code is hereby amended to include as follows:

**Table 9.11.040B-12  
Off-Street Parking Requirements**

Use	Minimum Requirement	Notes
<b>Commercial Uses</b>		
General retail (unless specified elsewhere)	1/225 sq. ft. of gross floor area	
Automobile, boat, mobile home, or trailer sales, retail nurseries, or other similar outdoor commercial activities	1/2,000 sq. ft. of display area	1. Display area shall include all office, service and repair, or other related activities and areas that are accessible to the public.
		2. No required off-street parking spaces shall be used for display, sales, service or repair of vehicles.

Automobile service stations, repair and service facilities	2 spaces + 4/service bay for 4 or less bays and 2/service bay for 5 or more bays	Any related retail activities shall be subject to the general retail parking standards (mini-markets, tire sales, and the like)
Automobile washing and waxing establishments:		
Self-serve	2 spaces + 2/washing stall	
Automated	10 + 1 per 2 employees	
Business and professional offices	1/250 sq. ft. of gross floor area	
Banks, savings and loans and medical/dental offices	1/225 sq. ft. of gross floor area	
Day care center	1/employee + 1/500 sq. ft. of gross floor area	Special design requirements shall apply for bus loading or parent drop-off points.
Eating and drinking establishments	1/100 sq. ft. of gross floor area up to 6,000 sq. ft. 1/75 sq. ft. of gross floor area over 6,000 sq. ft.	A minimum of 10 spaces required for stand alone use.
Hotel, motel	1/guest room	
Kennels	2 spaces per 1,000 sq. ft.	2 spaces per 1,000 sq. ft.. of indoor animal enclosure.
Mortuaries	1/4 seats + funeral procession queue capacity for 5 cars	
Nail Salons	1 space for every 2 work stations	
School, private		
Business and trade	10 spaces + 24/classroom	

College	10 spaces + 30/classroom	
Elementary/junior high	10 spaces + 2/classroom	Special design requirements shall apply for bus loading and parent drop-off points.
Senior high	10 spaces + 10/classroom	
Storage lots and mini-warehouses	1/100 storage spaces and 2/caretaker residence	2 spaces minimum
Medical and health services:		
Convalescent and nursing homes	1/3 beds	
Homeless shelter	1/4 beds	
Hospitals	1/bed	
Residential care facilities	(See Residential Uses, Section 9.11.040 Table 9.11.040A-12)	
Veterinary hospital and clinic	1/200 sq. ft. of gross floor area	
Recreation:		
Arcades	1/75 sq. ft. of gross floor area	
Bowling and billiards	5/alley + 2/billiard table	
Commercial stables	1/5 horse capacity for boarding on- site	
Golf course	6/hole	
Golf driving range	1/tee	
Golf, miniature	3/hole	
Health club	1/100 sq. ft. of gross floor area	

Parks—Public and private	To be determined by the approval authority based upon an approved parking study	
Skating rink	1/100 sq. ft. of gross floor area	
Tennis, handball and racquetball facilities	3/court	
Theaters	1/3 fixed seats	

**Table 9.11.040C-12  
Off-Street Parking Requirements**

Use	Minimum Requirement	Notes
<b>Industrial Uses</b>		
Manufacturing	1/500 sq. ft. of gross floor area	Trailer Parking: parking stalls for trailers shall be provided at a ratio of 1 stall per truck loading dock door. This is in addition to the loading parking stall already provided at the dock door.
Research and development	1/350 sq. ft. of gross floor area	
Warehouse and distribution	1/1,000 sq. ft. of gross floor area for the first 20,000 sq. ft.; 1/ea. 2,000 sq. ft. of gross floor area for the second 20,000 sq. ft.; 1/ea. 4,000 sq. ft. of gross floor area for areas in excess of the initial 40,000 sq. ft.	

2.5.3 Section 9.11.080(A), (B), (C), and (H) of Chapter 9.11 of the City of Moreno Valley Municipal Code is hereby amended to include as follows:

A. General Parking Design Standards.

1. Parking lot design shall take into consideration the appropriate integration of commercial uses. Parking facilities shall be designed to eliminate obstacles to pedestrian movement, consider spatial relationships between commercial uses and

associated parking, and where appropriate, parking design will dictate the types of uses that may feasibly be established to ensure that adequate parking is available within a reasonable distance to the use it serves.

2. Special plazas, motor courts or turnarounds are encouraged to identify entrance areas.

3. Project access and circulation shall allow for both vehicles and pedestrians by separating autos and foot traffic, by creating pedestrian entrances to projects and by using enhanced paving treatments, bollards or pergolas to identify pedestrian pathways through parking areas and along buildings.

4. Projects shall minimize impacts on adjacent streets by consolidating access points. Access points should be consolidated to take advantage of planned or existing median breaks.

5. The city may require reciprocal parking and access agreements between individual and adjacent commercial parcels.

6. To discourage excessive speeds within parking areas, the maximum length of straight aisles shall not exceed three hundred (300) feet unless otherwise approved by the community development director.

7. Parking rows shall not be longer than one hundred eighty (180) feet, allowing for easier movement within the parking lot and preventing long queues within aisles unless otherwise approved by the community development director.

8. Drive aisles should make a loop around the structures and avoid dead end parking. In the case of straight drive aisles, provide at least ten (10) feet of setback between the last parking stall and the property line.

9. Parking areas shall be screened from streets through a combination of mounded landscaping, low profile walls and/or grading separations.

10. Parking areas shall not be used for loading or unloading.

11. Internal roadways should be designed so that direct access is available to all structures visible from a particular parking area.

12. Parking areas should use sound walls, screen walls and landscaping to minimize auto noise, glare and increased ambient temperature.

13. Landscaping, signs and walls shall be limited to thirty-six (36) inches in height, measured from top of curb within twenty-five (25) feet of any driveway entrance to protect visibility. Any trees located in these areas shall have trunks not exceeding eight inches in diameter and shall have a minimum branching height of six feet.

14. Trash enclosures shall not impair visibility.

15. Auto headlights in parking areas shall be screened so that they do not shine into adjacent properties or public rights-of-way.

16. All illumination of streets, parking areas and other project areas shall provide a variety of light quality and intensity, emphasizing areas of high vehicular and pedestrian activity with increased light intensity.

17. Driveways shall be designed so entering vehicles do not interfere with the existing vehicles. Main driveways shall employ entry medians whenever possible.

18. The first parking stall perpendicular to a driveway or first aisle juncture shall be at least sixty (60) feet back from the property line, providing sufficient queuing for exiting vehicles unless otherwise approved by the city engineer.

19. In commercial developments, parking aisles should be oriented perpendicular to the major tenant's front entrance, to facilitate pedestrian movement.

20. Dead-end parking aisles which exceed eight standard parking stalls in length, and serving greater than sixteen (16) standard stalls for dual lanes, shall provide turnaround facilities (i.e., hammerhead, cul de sac, etc.) adequate to accommodate emergency vehicles.

21. Consideration shall be given to service vehicles (i.e., tractor trailers) when designing landscape and hardscape areas.

22. Bicycle and motorcycle parking shall be provided as required by the development code, Title 9 of this code.

23. All projects generating vehicular traffic shall participate in the traffic signal mitigation program as adopted by the City of Moreno Valley.

24. Transportation management programs may be requested of projects generating significant vehicular traffic. These programs may include transportation system strategies or transportation demand strategies targeted to reduce the project's impact on roads, air quality, and energy consumption. System strategies deal with physical improvements to the road or facility network, such as street widening, restriping, bus turnout improvements or consolidation of driveways. Demand strategies deal with the behavior of those using the road system and include carpooling, subsidized transit passes, bicycle racks, showers for employee use located within the facility, transit centers, and flexible work shifts.

#### B. Dimensions of Parking Spaces.

1. Covered Spaces. Parking spaces within an enclosed garage shall have an unobstructed, clear area dimension of ten (10) feet by twenty (20) feet for each required parking space provided. All other covered spaces shall each be a minimum of nine feet in width and eighteen (18) feet in depth. The parking area shall be clear of any obstructions and the measurements shall not include the exterior walls or structural supports.

2. Parallel Space. Each parallel parking space shall have a minimum dimension of eight feet wide by twenty-two (22) feet long. However, if a parallel space does not abut another parallel space, and access is adequate to that space, the length may be reduced to twenty (20) feet (see Figure 9.11.080-4).

3. Uncovered Spaces, Full-Size. Each full-size uncovered space shall be a minimum of nine feet in width and eighteen (18) feet in depth (see Figure 9.11.080-5).

4. Trailer parking stalls shall have a minimum dimension of fourteen (14) feet wide by fifty (50) feet in depth.

Figure 9.11.080-4  
Dimensions of Parallel Parking Spaces

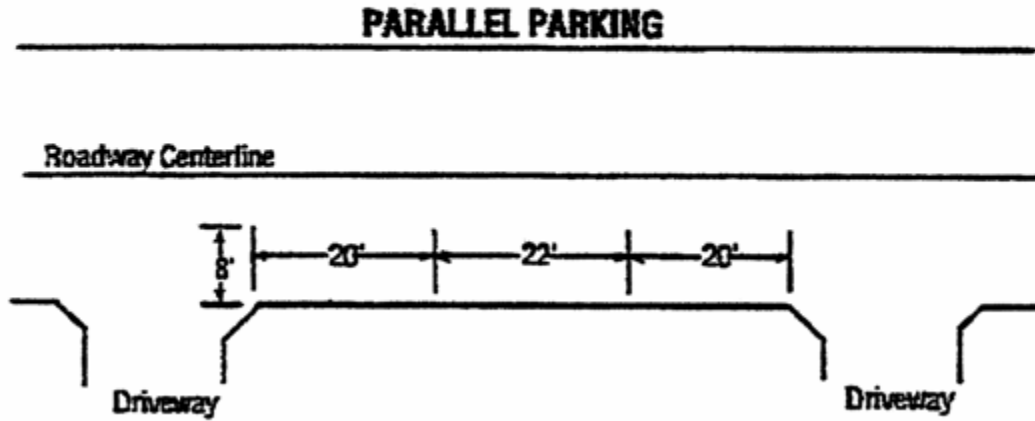
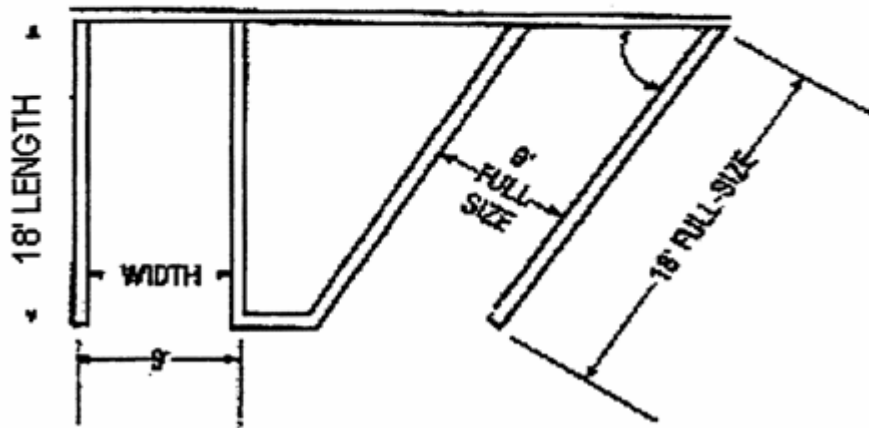


Figure 9.11.080-5  
Nonparallel Parking Spaces



5. Tandem Space. Each tandem space shall be a minimum of nine feet in width and twenty-two (22) feet in depth.

C. Standard Improvements.

1. Drainage. All parking facilities, except those serving two or fewer dwelling units, shall be graded and provided with drainage facilities so as to provide for the disposal of water without surface flow over sidewalks within public rights-of-way.

2. Safety Features.

a. Additional requirements and guidelines for parking facility safety, including design, internal layout, acceptable turning radii, pavement slope, vehicular and pedestrian circulation and other design features may be adopted by the city traffic engineer when determined to be appropriate.

b. Visibility of and between pedestrians, bicyclists, and motorists shall be assured when entering individual parking spaces, when circulating within a parking facility, and when entering and exiting a parking facility. To the extent possible, the parking facility shall be designed so that primary pedestrian access to and from building entrances is along, rather than across, parking aisles.

c. Parking lots shall be designed to minimize conflicts between vehicles and pedestrians and shall also endeavor to minimize speeding and through traffic.

d. Drive aisles and parking lot drives shall not exceed five percent slope.

e. Streets should intersect others on outside rather than inside horizontal curves.

f. Streets should intersect at as near to a right angle as possible. They should be no more than fifteen (15) degrees skew.

g. Intersections should be offset a minimum of one hundred fifty (150) feet.

h. Deceleration lanes should be a minimum of two hundred ten (210) feet long and ten (10) to twelve (12) feet wide, composed of a minimum sixty (90) foot transition and one hundred fifty (200) foot turn lane.

i. Internal streets and drive lanes should have a minimum radius of two hundred fifty (250) feet (twenty-five (25) mph design speed).

j. Where feasible, bus turnouts and bus stops shall be located on the far side of intersections to reduce conflicts between buses and through traffic.

3. Striping and Identification.

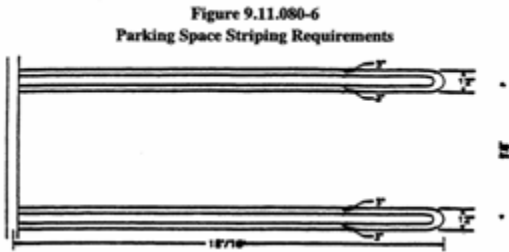
a. All automobile parking spaces shall be clearly outlined with white double lines on the surface of the parking facility as shown in Figure 9.11.080-6 (3 inch line - 6 inch space - 3 inch line for a total of 12 inches) or as otherwise specified by the building official.

b. Fire lanes, if required, shall be installed to the specifications of the City of Moreno Valley fire chief, including red curbing and posting with signs.

c. Stop signs and painted stop bars shall be installed in parking areas where drive lanes intersect and at egress points to streets or alleys.



d. Within parking facilities, the city traffic engineer may require all aisles, approach lanes and maneuvering areas to be clearly marked with directional arrows on the pavement surface to facilitate vehicular movement. In addition to directional arrows, the city traffic engineer may require installation of signs to ensure safe and efficient vehicular movement.



\* Ends of parking stall striping shall be curved or squared off

H. Access.

1. Parking Access from Streets.

a. Access to parking spaces, other than four or fewer spaces serving a residential use, shall not require backing onto a public or private street or onto a private drive other than a drive designed exclusively to provide access to parking spaces.

b. Commercial developments should orient traffic onto major arterials and not onto local streets or collectors.

c. Projects shall minimize impacts on adjacent streets by consolidating access points. Access points shall be consolidated to take advantage of planned or existing median breaks.

2. Driveway and Aisle Widths and Clearances. For purposes of this section, a driveway shall be defined as an access leading from a public street or right-of-way or a private street to a parking area, or from one parking area to another, but shall not be defined to include any ramp, aisle, or maneuvering area. A ramp is defined as an access driveway from one parking level to another. All driveways and ramps shall comply with the following standards:

a. Driveways and aisles for single-family detached structures shall not be less than sixteen (16) feet in width, and shall be maintained free and clear of all obstructions. Driveways which serve single-family development shall be defined as the paved area leading from a public street or right-of-way or a private street to the designated parking area, and shall not be wider than such designated parking area; and

b. Driveways for single-family attached, multiple-family, and nonresidential uses shall be as shown in Table 9.11.080-13 of this section, except when for health and safety purposes wider dimensions are required for emergency vehicle access.

**Table 9.11.080-13**  
**Driveway and Aisle Dimensions for Single-Family Attached, Multiple-Family, and Nonresidential Uses**

Width, excluding flares or curb radius	
Minimum (one-way)	20 feet
Minimum (two-way)	24 feet
Maximum	36 feet
Right Turn Radius <sup>1</sup>	
Minimum	15 feet
Maximum	50 feet
Minimum Spacing <sup>2</sup>	
From side property line	10 feet
From street corner	25 feet
Angle <sup>3</sup>	75°

<sup>1</sup>On side of driveway exposed to entry or exit by right-turning vehicle to driveways with curb radius.

<sup>2</sup>Measured along the street side property line from throat to the side property line, or to a line passing through the intersection.

<sup>3</sup>Minimum acute angle measured from the edge of pavement.

3. The following criteria and dimensions may be modified by the City Engineer:

**Table 9.11.080-14**

<b>Street Classification</b>	<b>Distance from a Driveway to an Intersection</b>	<b>Spacing Between Adjacent Driveways</b>
Expressway 134' ROW	Restricted* **	1/2 mile
Divided Major/ Modified Major	Limited Access* **	Limited Access
Divided Arterial	Minimum 450 feet	Minimum 450 feet
134' ROW/120' ROW		One driveway per parcel
Divided Arterial	Limited Access* **	Minimum 250 feet
110' ROW	Minimum 350 feet	
Arterial/Minor Arterial/ Industrial Collector		
100'/88'/78' ROW	Limited Access* **	Minimum 150 feet
	Minimum 250 feet	
	Full Access 350 feet	
Collector /66' ROW	Minimum 200 feet* ***	Minimum 100 feet or one driveway per parcel
Local Street	Minimum 100 feet* ***	Minimum 100 feet or one driveway per parcel

\* Access may be limited to the minimum movements necessary to safely expedite traffic

\*\* Access may be restricted by medians

\*\*\* For residential development

(Ord. 398 § 2.1, 1993; Ord. 359 (Attach. 2 (part)), 1992)

4. Ramps.
- a. One-way ramps shall have a minimum width of fourteen (14) feet, unless a larger dimension is required for emergency vehicle access.
  - b. Two-way ramps shall have a minimum width of twenty (20) feet.

5. Gated Entries. Requests for gated entries shall be submitted to the city traffic engineer and shall be subject to review and approval by the city traffic engineer and planning official, based on an analysis of the following issues:

- a. Type and operation of gate;
- b. Adequacy of vehicle stacking area;
- c. Effect of gated entry on parking usage and distribution on the site;
- d. Effect of gated entry on parking for surrounding or adjacent areas;
- e. Emergency vehicle access.

2.5.4 Section 9.11.100 of Chapter 9.11 of the City of Moreno Valley Municipal Code is hereby added to include the following:

**9.11.100 Circulation—Pedestrian.**

A. Pedestrian walkways shall be provided to reduce pedestrian/vehicle conflicts. Decorative paving and bollards can help provide safety and separation.

B. Pedestrian walkways shall be connected with public sidewalks, connecting buildings and activity areas within centers. Pedestrian walkways shall be provided to connect adjacent properties when appropriate.

C. Pedestrian walks through open spaces and access ways to buildings should be used to shorten walking distances.

D. Pedestrian walkways, corridors, plazas and other similar areas shall be highly visible and well lit.

E. Amenities including, but not limited to, enhanced paving, street furniture and raised planters should be provided to enhance the pedestrian experience.

F. Handicapped ramps shall be incorporated into all curb and sidewalk designs and shall meet the standards set forth in Title 24 of the California Access Code. (Ord. 359 (Attach. 2 (part)), 1992)

2.6 Section 9.14.020 of Chapter 9.14 of the City of Moreno Valley Municipal Code is hereby amended to include as follows:

G. Lots.

1. Lot size shall be not less than the minimum required by the zoning classification applicable to the subject property, and shall be consistent with the general plan.

2. When lots are crossed by major public utility easements, each lot shall have a net usable area of not less than three thousand six hundred (3,600) square feet, exclusive of the utility easement.

3. Side lot lines shall be at right angles to the street centerline, except where terrain or other restrictions make such design impractical.

4. No lot shall be divided by a city, county, school district or other taxing agency boundary line.

5. The minimum lot frontage on a knuckle or cul-de-sac street shall be fifty (50) feet measured along the property line unless otherwise specified in the development standards of the zoning classification.

6. Lot width along curvilinear streets may be measured at the building setback line in accordance with development standards of the zoning classifications.

7. When a lot includes an access corridor, the access corridor shall be not less than twenty (20) feet in width. In no case shall the length of the access corridor exceed five hundred (500) feet. When the access portion abuts a dead-end street or cul-de-sac, the combined length of the street and the access strip shall be no more than the maximum length of a cul-de-sac as defined herein.

2.7 Chapter 9.16 of the City of Moreno Valley Municipal Code is hereby amended to include as follows:

### **Chapter 9.16 DESIGN GUIDELINES**

#### **Note**

#### **Article I. Introduction and Scope of Guidelines**

#### **Article II. Principles of Design**

#### **Article III. Applications for Site Design and Architecture**

#### **Article IV. Applications for Hillside Development**

#### **Article V. Applications for Signs**

#### **Article VI. Applications for Lighting**

2.7.2 Article V Sections 9.16.240, 9.16.250, and 9.16.26 of Chapter 9.16 of the City of Moreno Valley Municipal Code are hereby deleted in their entirety.

2.8 Section 9.17.050(B) of Chapter 9.17 of the City of Moreno Valley Municipal Code is hereby amended to include as follows:

B. Landscape Islands, Diamond, Finger and Perimeter Planters.

1. Landscape finger planters shall have a minimum interior dimension of five feet by sixteen (16) feet, exclusive of curbs, step-outs and other hard surfaces. A finger planter with parking on one side has a minimum curb-face-to-curb-face dimension of seven feet. An island with parking on both sides has a minimum curb-face-to-curb-face dimension of eight feet.

2. Diamond planters have a minimum of twenty-five (25) square foot interior area (exclusive of perimeter curbing) with minimum interior dimensions of five feet by five feet. The minimum exterior area (including perimeter curbing) is thirty-six (36) square feet.

3. End islands, or finger planters are provided at the end of each aisle of parking to define parking lot circulation, provide sight distance at the intersection of drive aisles and places for trees.

4. Where double rows of parking are provided, diamond or island planters are provided at an interval of one planter every three pairs of parking stalls. Minor adjustments are allowed in cases where this exact interval would be infeasible.

5. A finger planter is provided at an interval of every twelve (12) parking stalls along any row of parking. Minor adjustments are allowed in cases where this exact interval would be infeasible.

6. The perimeter of the parking lot has a planter with a minimum width of five feet, interior dimension, exclusive of footings, curbs and step-outs.

SECTION 3 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 4 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 5 EFFECTIVE DATE:

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

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor

ATTEST:

---

City Clerk

APPROVED AS TO FORM:

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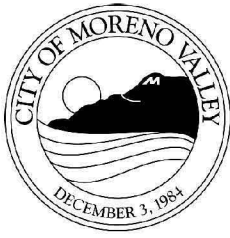
City Attorney

ORDINANCE JURAT

[Clerk's office will prepare]

**[NOTE: Any attachments or exhibits to this ordinance should follow this jurat.]**





APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>WJB</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk, CMC

**AGENDA DATE:** April 13, 2010

**TITLE:** CONFIRMATION OF APPOINTMENT OF THE VAL VERDE PARENT-TEACHER COUNCIL REPRESENTATIVE TO THE TRAFFIC SAFETY COMMISSION

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council confirm the appointment of Edward C. 'Pete' Rodine to the Traffic Safety Commission as the Val Verde Parent Teacher Council representative for a term expiring June 30, 2012.

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable.

### **BACKGROUND**

Pursuant to Municipal Code Section 2.27.020(b) insofar as practicable, the Traffic Safety Commission shall be composed of one representative of Val Verde parent-teacher council appointed by the board of directors of the council he/she represents and confirmed by the City Council. In the event there is no parent-teacher council, the board of trustees of the school district shall appoint a member to represent it and the member shall be confirmed by the City Council.

The City Clerk's Office received a letter from the Val Verde Unified School District nominating Dr. Edward C. 'Pete' Rodine as the Val Verde Parent-Teacher Council representative on the Traffic Safety Commission.

**ALTERNATIVES**

Members of the Council appointed boards and commissions serve in an advisory capacity to the City Council. The Traffic Safety Commission considers matters pertaining to traffic safety within the City; evaluates proposals for traffic control devices; and evaluates the need for striping, signing or other measures not of a regulatory nature. Choosing not to fill a vacancy on the above-mentioned commission would result in decreased participation from residents. This option is not 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.

**NOTIFICATION**

1. Publication of the agenda
2. Report and agenda mailed to Dr. Edward C. 'Pete' Rodine

**ATTACHMENTS**

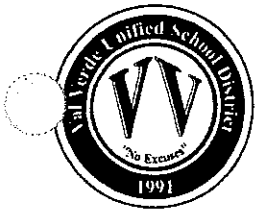
1. Val Verde letter of appointment

Prepared By:  
Ewa Lopez  
Deputy City Clerk, CMC

Department Head Approval:  
Jane Halstead  
City Clerk, CMC

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

\\zurich\shared\InterDept\Council-Clerk\City Clerk Files\Advisory Boards and Commissions\Appointment Staff Reports\2010\PTO.doc



# Val Verde Unified School District

975 W Morgan Street • Perris, CA 92571 • 951-940-6100

"No Excuses"

**BOARD OF EDUCATION:**

Fredy R. De Leon, J.D.  
Stacey L. Guzman  
Marla D. Kirkland  
Wraymond Sawyerr  
D. Shelly Yarbrough

**Alan Jensen, Ed.D.**  
Superintendent

**Mike McCormick**  
Assistant Superintendent  
Education Services

**Vicki Butler**  
Director, Special Education

**Patricia Ralphs**  
Administrator,  
Human Resources

**Norman Towels, Ph.D.**  
Assistant Superintendent  
Student Services

**Mike Boyd**  
Deputy Superintendent  
Business Services

**David Bazan**  
Director,  
Information Technology

**Michael Bazan**  
Director, Risk Management

**Sandee Hackett**  
Director, Facilities  
and  
Maintenance & Operations

**Kristin Merritt**  
Director,  
Business Services

**Robert Quanstrom**  
Director, Food Services

**Stacy Strawderman**  
Director,  
Contracts and Purchasing  
Services

September 9, 2009

Mr. Eric Lewis  
Traffic Safety Engineer  
City of Moreno Valley  
P.O. Box 88005  
Moreno Valley, California 92552-0805

Dear Mr. Lewis:

The Val Verde Unified School District nominates the following individual to the Traffic Safety Committee as our PTO Representative:

Dr. E. C. 'Pete' Rodine  
15744 Avenida del Corazon  
Moreno Valley, California 92555  
(951) 242-9350

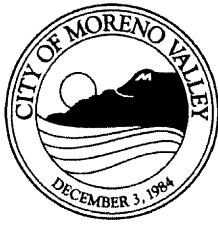
Please feel free to call me at (951) 940-6117 if you have any questions.

Sincerely,

Alan Jensen, Ed.D.  
Superintendent

cc: Dr. E. C. 'Pete' Rodine

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APPROVALS	
BUDGET OFFICER	<i>Caf</i>
CITY ATTORNEY	<i>Red</i>
CITY MANAGER	<i>WJL</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Chris A. Vogt, P.E., Public Works Director/City Engineer

**AGENDA DATE:** April 13, 2010

**TITLE:** PA07-0090 – ACCEPT THE AGREEMENT FOR EROSION CONTROL SECURITY ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE, AND REDLANDS BOULEVARD AND THEODORE STREET

**DEVELOPER:** HF LOGISTICS – SKX T1, LLC  
14425 CORPORATE WAY  
MORENO VALLEY, CA 92553

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the Agreement for Erosion Control Security.
2. Authorize the Mayor to execute the Agreement in the form attached hereto contingent upon the cash security being placed into the escrow account.
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 extensions amendments to the agreement, subject to City Attorney approval, if the required Erosion Control is not completed within said timeframe.

**ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable.

**BACKGROUND**

On January 15, 2009, the Planning Commission of the City of Moreno Valley denied Tentative Parcel Map 35629.

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities.

**DISCUSSION**

The Conditions of Approval for this project require that the developer provide surety for the required Erosion Control features.

The developer has completed and submitted an Agreement for Erosion Control Security and provided City staff with the escrow instructions and agrees to perform and maintain all of the required Erosion Control features within six (6) months of the date the agreement is executed. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required Erosion Control is not completed and maintained within said timeframe. The limits of the Erosion Control include but are not limited to the entire site limits from State Route 60 to Eucalyptus Avenue, and from Redlands Boulevard to Theodore Street, and includes the rough cut section for Eucalyptus Avenue.

Accompanying the agreement is a Faithful Performance cash security in the amount of \$247,700 (per the approved Engineer's Estimate for the Erosion Control). The cash security shall be placed in an escrow account that allows for disbursement of funds in accordance with the details in the Agreement for Erosion Control Security. Moreno Valley Municipal Code Chapter 8.21.150(H)(2) states that at least twenty-five percent (25%) of the required security shall be in cash and deposited with the City Engineer, an amount equal to \$61,925. Given the present economy, the cash security and the use of an escrow account seem appropriate and are consistent with the conditions of approval for the project. The placement of erosion control facilities by the developer provides the site with the necessary protection from erosion, sediment transportation, dust control and is consistent with the City's General Plan as well as the required Storm Water Pollution Prevention Plan (SWPPP).

**ALTERNATIVES**

Not applicable.

**FISCAL IMPACT**

No fiscal impact is anticipated.

**CITY COUNCIL GOALS**

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

**NOTIFICATION**

Publication of agenda.

**EXHIBITS**

Exhibit "A" - Vicinity Map

Exhibit "B" - Agreement for Erosion Control Security

Exhibit "C" - Escrow Instructions



Prepared By  
Mark W. Sambito, P.E.  
Engineering Division Manager

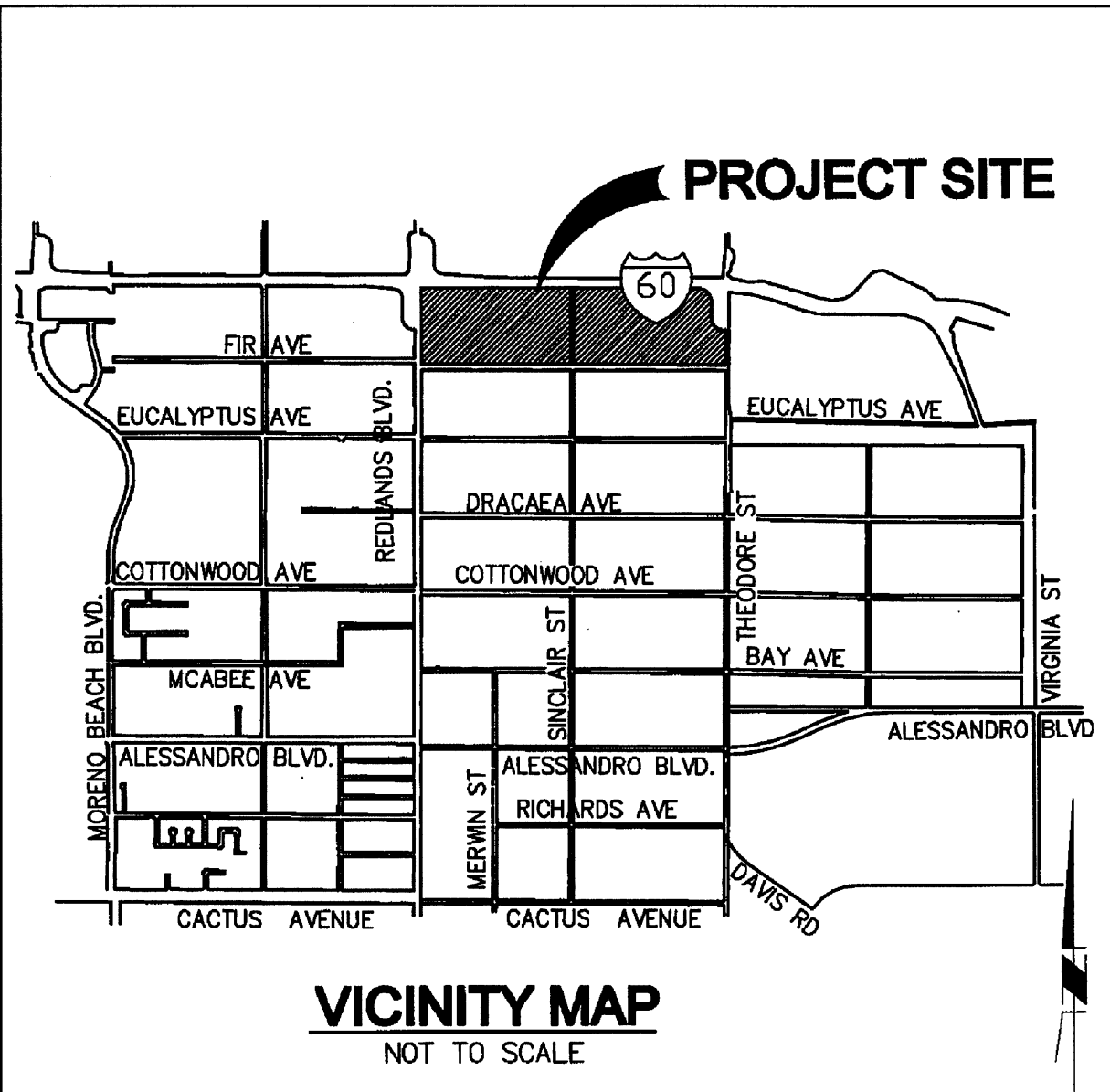


Department Head Approval  
Chris A. Vogt, P.E.  
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2010\4-13-10 - PA07-0090 - PM 35629 - Highland Fairview Logistics Project Erosion Control Agreement.doc





**CITY OF MORENO VALLEY  
PUBLIC WORKS - LAND DEVELOPMENT  
Exhibit "A"**

**PA07-0090  
LOCATION MAP**

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\Vicinity Map format surround - Portrait.doc

RECORDING REQUESTED BY:  
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY  
City Clerk  
P. O. Box 88005  
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

**AGREEMENT FOR EROSION CONTROL SECURITY  
PROJECT NO. PA07-0090 (TENTATIVE PARCEL MAP 35629)**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and HF LOGISTICS-SKX T1, LLC, a Delaware limited liability company herein after called Contractor, on the date the City signs this agreement..

**WITNESSETH:**

**FIRST:** Contractor, for and in consideration of the approval by the City of the Erosion Control Plan of that certain land division, or that certain other land development project, known as PA07-0090 (Tentative Parcel Map 35629) agrees, at Contractor's own expense, to furnish all labor, equipment and material necessary, and within SIX (6) 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 the Erosion Plan 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.. Contractor shall complete the Erosion Control Improvements described in this paragraph pursuant to Moreno Valley Municipal Code Chapter 8.21. The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto, is the sum of TWO HUNDRED FORTY SEVEN THOUSAND SEVEN HUNDRED AND NO/100 Dollars (\*\*\$247,700.00\*\*). Moreno Valley Municipal Code Chapter 8.21.150(H)(2) states that at least Twenty-Five Percent (25%) of the required security shall be in cash and deposited with the City Engineer.

**SECOND:** Contractor 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. Contractor further agrees that, if suit is brought upon this Agreement or any securities 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 Contractor and guaranteed by 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.

**THIRD:** City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Contractor. Contractor agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

EXHIBIT B

**FOURTH:** The Contractor 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 Erosion Control Improvements. This permission shall terminate in the event that the Contractor has completed the work within the time specified or any extension thereof granted by the City.

**FIFTH:** Contractor 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 Erosion Control Improvements, and to protect the traveling public from such defective or dangerous conditions. The contractor 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 Contractor's obligation under this provision shall be secured by the security in escrow securing performance of this Agreement.

**SIXTH:** The Contractor, 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.

**SEVENTH:** If the Contractor, 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 Contractor 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. Whereupon, the City Engineer shall unilaterally have the ability to withdraw from escrow all funds necessary to correct the violation(s). The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Contractor 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 Contractor, 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.

**EIGHTH:** Contractor agrees, prior to the date this Agreement is executed, to deposit into a separate escrow account the total amount of funds in United States currency, not less than the estimated cost of the work for Erosion Control Improvements for the faithful performance of the terms and conditions of this Agreement. The escrow account shall be established at First American Title Insurance Company, 4380 La Jolla Village Drive, Suite 200, San Diego, Ca 92122, Attn: Verna Gregory-Senior Commercial Escrow Officer. Contractor agrees to maintain said escrow account with good and sufficient funds or increase the amounts of said escrow account, or both, within ten (10) days after being notified by the City Engineer that the amounts are insufficient. Notwithstanding any other provision herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required Erosion Control Improvements are completed within thirty (30) days of the date on which the City Engineer notified the Contractor of the insufficiency of the security. Upon the failure of the contractor to abide by any terms herein, in the Moreno Valley Municipal Code, in any statutes or codes, or in the erosion control plans, the City Engineer, in his sole professional opinion, shall withdraw from escrow all funds necessary to abate the breach. Contractor reserves the right to substitute the form of security, in accordance with the Moreno Valley Municipal Code, at anytime during the term of this agreement subject to the approval of the City Engineer and City Attorney. City shall release any unused portion of the erosion control security no later than upon completion of the landscaping improvements for the project, as confirmed by the approval of the City Engineer. Consistent with the provisions of Section 8.21.150 of the Moreno Valley Municipal Code, and subject to the discretion of the City Engineer, Contractor may request in writing that the erosion control security be released upon the end of the rainy season, prior to completion of the landscaping improvements.

**NINTH:** 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 Contractor, and such extensions shall in no way affect the validity of this Agreement or release the funds from escrow, Contractor further agrees to maintain the aforesaid funds during the terms of this Agreement, including any extensions of time as may be granted therein.

**TENTH:** 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.

**ELEVENTH:** 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  
Moreno Valley, CA 92552-0805

**Contractor:**  
HF LOGISTICS-SKX T1, LLC,  
14225 Corporate Way  
Moreno Valley, California 92553

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

Date approved by the City: \_\_\_\_\_

**HF LOGISTICS-SKX T1, LLC:**  
Developer

By:   
Signature

By: \_\_\_\_\_  
Signature

Iddo Benzevi  
Print/Type Name

\_\_\_\_\_  
Print/Type Name

PRESIDENT + CEO  
Title

\_\_\_\_\_  
Title

**ATTEST:**  
**CITY CLERK**  
**OF THE CITY OF MORENO VALLEY**

**CITY OF MORENO VALLEY**

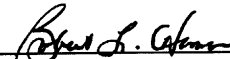
By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

(SEAL)

**APPROVED AS TO FORM:**  
**CITY ATTORNEY**

Date: 8 APR 2010

By:   
City Attorney

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

SIGNATURES OF CONTRACTOR MUST BE EXECUTED IN QUADRUPPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY  
ORIGINAL - CITY CLERK; PINK - CONTRACTOR; GREEN - PUBLIC WORKS/LAND DEVELOPMENT; BLUE - PROJECT FILE

ENGINEER'S ESTIMATE

PROJECT NO: PA07-0090  
TPM 35629 Erosion Control

DATE: 10/29/09  
PREPARED BY: RBF Consulting

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Erosion Control</b>				
Loose Rock Rip-Rap	230	Ton	60.00	13,800
Desilting Basin w/ Riser	6	E.A.	5,500.00	33,000
Fiber Roll	49725	L.F.	2.20	109,395
Stabilized Construction Entrance	1	E.A.	3,000.00	3,000
Gravel Bags	3600	E.A.	1.90	6,840
Bonded Fiber Matrix Mulch	20.2	AC	2,000.00	40,400

TOTAL 206,435  
20% CONTINGENCY: \$41,287

GRAND TOTAL:

\$247,722

Notes:

Rip-rap at the end of Line "F" will be included in the bond estimate for Line "F"



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside }

On April 7, 2010 before me, Mary S. Fredenburg,  
Date Here Insert Name and Title of the Officer

personally appeared Iddo Benzeevi  
Name(s) of Signer(s)

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

**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: Agreement for Erosion Control

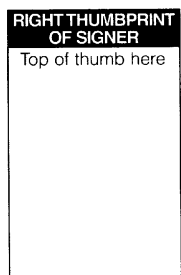
Document Date: \_\_\_\_\_ Number of Pages: 4

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Iddo Benzeevi

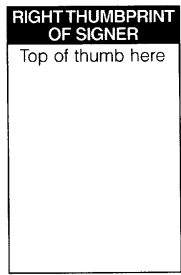
- Individual
- Corporate Officer — Title(s): President/CEO
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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: \_\_\_\_\_



**First American  
Title Insurance Company**

NATIONAL COMMERCIAL SERVICES

4380 La Jolla Village Drive, Suite 200  
San Diego, CA 92122

**SUPPLEMENTAL ESCROW INSTRUCTIONS**

ESCROW NO.: NCS-431680-SD

DATE: 04/06/2010

First American Title Insurance Company is hereby handed by the undersigned parties, that certain "original" document entitled Agreement for Erosion Control Security Project No. PA07-0090 (Tentative Parcel Map 35629) dated \_\_\_\_\_ executed by and between City of Moreno Valley, ("City") and HF Logistics-SKX T1, LLC, ("Developer").

First American Title Insurance Company is hereby requested to accept the " Agreement for Erosion Control Security Project No. PA07-0090 (Tentative Parcel Map 35629)" as its escrow instructions and to act as escrow agent for the parties in accordance with the terms and conditions contained in said document.

Each of the parties to this escrow specifically acknowledges that the consummation of this escrow is contingent upon compliance with some or all of the executory terms and provisions of this "Agreement", and that the parties to this "Agreement" are and shall be the sole persons entitled to and authorized to determine whether all of said executory terms and provisions due to be performed prior to the close of escrow have been met or complied with prior to such close. Accordingly, the parties hereby agree that prior to the scheduled close of escrow they shall each deposit with Escrow Holder a **written** instruction or acknowledgement specifying that all the executory terms and provisions of this "Agreement", insofar as the same pertain to each said party respectively and any obligation of escrow holder relative thereto, have been fully met or complied with, or are waived.

Further, each said party shall specifically release Escrow Holder from all liability, if any, which it may have in connection with this escrow because of any party's failure to meet or comply with any such executory term or provision of this "Agreement", prior to close of escrow. Deposit of written instruction or acknowledgement with Escrow Holder shall constitute each said party's specific authorization to close this escrow.

General provisions of First American Title Insurance Company, attached hereto and made a part hereof, are hereby incorporated in said "Agreement". To the extent that the agreement contains any provisions inconsistent with or contrary to the provisions of the General Provisions attached hereto, such "Agreement" shall remain as the agreement of the parties thereto but First American Title Insurance shall be guided by the terms of their General Provisions.

City of Moreno Valley

HF Logistics-SKX T1, LLC, a California limited liability company

By: \_\_\_\_\_

By:  \_\_\_\_\_

Approved as to Form  
Date 8 APR 2010  
By [Signature]  
City Attorney  
Morano Valley

EXHIBIT C

## Escrow General Provisions

### The parties understand and acknowledge:

#### 1. SPECIAL DISCLOSURES:

##### A. DEPOSIT OF FUNDS & DISBURSEMENTS

Unless directed in writing to establish a separate, interest-bearing account together with all necessary taxpayer reporting information, all funds shall be deposited in general escrow accounts in a federally insured financial institution including those affiliated with Escrow Holder ("depositories"). All disbursements shall be made by Escrow Holder's check or by wire transfer unless otherwise instructed in writing. The Good Funds Law (California Insurance Code 12413.1) mandates that Escrow Holder may not disburse funds until the funds are, in fact, available in Escrow Holder's account. Wire transfers are immediately disburseable upon confirmation of receipt. Funds deposited by a cashier's or certified check are generally available on the next banking day following deposit. Funds deposited by a personal check and other types of instruments may not be available until confirmation from Escrow Holder's bank which can vary from 2 to 10 days.

##### B. DISCLOSURE OF POSSIBLE BENEFITS TO ESCROW HOLDER

As a result of Escrow Holder maintaining its general escrow accounts with the depositories, Escrow Holder may receive certain financial benefits such as an array of bank services, accommodations, loans or other business transactions from the depositories ("collateral benefits"). All collateral benefits shall accrue to the sole benefit of Escrow Holder and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of any such collateral benefits.

##### C. MISCELLANEOUS FEES

Escrow Holder may incur certain additional costs on behalf of the parties for services performed, or fees charged, by third parties. The fees charged by Escrow Holder for services including, but not limited to, wire transfers, overnight delivery/courier services, recording fees, notary fees, etc. may include a mark up over the direct cost of such services to reflect the averaging of direct, administrative and overhead charges of Escrow Holder for such services which shall, in no event, exceed \$10 for each markup.

##### D. METHOD TO DELIVER PAYOFF TO LENDERS/LIENHOLDERS

To minimize the amount of interest due on any existing loan or lien, Escrow Holder will deliver the payoff funds to the lender/lienholder in an expeditious manner as demanded by the lender/lienholder using (a) personal delivery, (b) wire transfer, or (c) overnight delivery service, unless otherwise directed in writing by the affected party.

#### 2. PRORATIONS & ADJUSTMENTS

The term "close of escrow" means the date on which documents are recorded. All prorations and/or adjustments shall be made to the close of escrow based on the number of actual days, unless otherwise instructed in writing.

#### 3. CONTINGENCY PERIODS

Escrow Holder shall not be responsible for monitoring contingency time periods between the parties. The parties shall execute such documents as may be requested by Escrow Holder to confirm the status of any such periods.

#### 4. REPORTS

As an accommodation, Escrow Holder may agree to transmit orders for inspection, termite, disclosure and other reports if requested, in writing or orally, by the parties or their agents. Escrow Holder shall deliver copies of any such reports as directed. Escrow Holder is not responsible for reviewing such reports or advising the parties of the content of same.

#### 5. INFORMATION FROM AFFILIATED COMPANIES

Escrow Holder may provide the parties' information to and from its affiliates in connection with the offering of products and services from these affiliates.

#### 6. RECORDATION OF DOCUMENTS

Escrow Holder is authorized to record documents delivered through escrow which are necessary or proper for the issuance of the requested title insurance policy(ies). Buyer will provide a completed Preliminary Change of Ownership Report form ("PCOR"). If Buyer fails to provide the PCOR, Escrow Holder shall close escrow and charge Buyer any additional fee incurred for recording the documents without the PCOR. Escrow Holder is released from any liability in connection with same.

#### 7. PERSONAL PROPERTY TAXES

No examination, UCC search, insurance as to personal property and/or the payment of personal property taxes is required unless otherwise instructed in writing.

#### 8. REAL PROPERTY TAXES

Real property taxes are prorated based on the most current available tax statement from the tax collector's office. Supplemental taxes may be assessed as a result of a change in ownership or completion of construction. Adjustments due either party based on the actual new tax bill issued after close of escrow or a supplemental tax bill will be made by the parties outside of escrow and Escrow Holder is released of any liability in connection with such adjustments. The first installment of California real property taxes is due November 1<sup>st</sup> (delinquent December 10<sup>th</sup>) and the second installment is due February 1<sup>st</sup> (delinquent April 10<sup>th</sup>). If a tax bill is not received from the County at least 30 days prior to the due date, buyer should contact the County Tax Collector's office and request one. Escrow Holder is not responsible for same.

#### 9. CANCELLATION OF ESCROW

(a) Any party desiring to cancel this escrow shall deliver written notice of cancellation to Escrow Holder. Within a reasonable time after receipt of such notice, Escrow Holder shall send by regular mail to the address on the escrow instructions, one copy of said notice to the other party(ies). Unless written objection to cancellation is delivered to Escrow Holder by a party within 10 days after date of mailing, Escrow Holder is authorized, at its option, to comply with the notice and terminate the escrow. If a written objection is received by Escrow Holder, Escrow Holder is authorized, at its option, to hold all funds and documents in escrow (subject to the funds held fee) and to take no other action until otherwise directed by either the parties' mutual written instructions or a final order of a court of competent jurisdiction. If no action is taken on this escrow within 6 months after the closing date specified in the escrow instructions, Escrow Holder's obligations shall, at its option, terminate. Upon termination of this escrow, the parties shall pay all fees, charges and reimbursements due to Escrow Holder and all documents and remaining funds held in escrow shall be returned to the parties depositing same.

(b) Notwithstanding the foregoing paragraph, Escrow Holder shall have the right to unilaterally terminate any escrow which is subject to the provisions of the Equity Purchaser Law (CA Civil Code Section 1695 et seq.) and may return all documents and funds without any consent by or notice to the buyer.

#### 10. CONFLICTING INSTRUCTIONS & DISPUTES

If Escrow Holder becomes aware of any conflicting demands or claims concerning this escrow, Escrow Holder shall have the right to discontinue all further acts on Escrow Holder's part until the conflict is resolved to Escrow Holder's satisfaction. Escrow Holder has the right at its option to file an action in interpleader requiring the parties to litigate their claims/rights. If such an action is filed, the parties jointly and severally agree (a) to pay Escrow Holder's cancellation charges, costs (including the funds held fees) and reasonable attorneys' fees, and (b) that Escrow Holder is fully released and discharged from all further obligations under the escrow. If an action is brought involving this escrow and/or Escrow Holder, the party(ies) involved in the action agree to indemnify and hold the Escrow Holder harmless against liabilities, damages and costs incurred by Escrow Holder (including reasonable attorneys' fees and costs) except to the extent that such liabilities, damages and costs were caused by the negligence or willful misconduct of Escrow Holder.

THIS COMPANY CONDUCTS ESCROW BUSINESS UNDER CERTIFICATE OF AUTHORITY  
ISSUED BY THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE.



## Escrow General Provisions

### 11. USURY

Escrow Holder is not to be concerned with usury as to any loans or encumbrances in this escrow and is hereby released of any responsibility and/or liability therefore.

### 12. AMENDMENTS TO ESCROW INSTRUCTIONS

Any amendment to the escrow instructions must be in writing, executed by all parties and accepted by Escrow Holder. Escrow Holder may, at its sole option, elect to accept and act upon oral instructions from the parties. If requested by Escrow Holder the parties agree to confirm said instructions in writing as soon as practicable. The escrow instructions as amended shall constitute the entire escrow agreement between the Escrow Holder and the parties hereto with respect to the subject matter of the escrow.

### 13. INSURANCE POLICIES

In all matters relating to insurance, Escrow Holder may assume that each policy is in force and that the necessary premium has been paid. Escrow Holder is not responsible for obtaining fire, hazard or liability insurance, unless Escrow Holder has received specific written instructions to obtain such insurance prior to close of escrow from the parties or their respective lenders.

### 14. COPIES OF DOCUMENTS; AUTHORIZATION TO RELEASE

Escrow Holder is authorized to rely upon copies of documents, which include facsimile, electronic, NCR, or photocopies as if they were an originally executed document. If requested by Escrow Holder, the originals of such documents shall be delivered to Escrow Holder. Escrow Holder may withhold documents and/or funds due to the party until such originals are delivered. Documents to be recorded **MUST** contain original signatures. Escrow Holder may furnish copies of any and all documents to the lender(s), real estate broker(s), attorney(s) and/or accountant(s) involved in this transaction upon their request. Delivery of documents by escrow to a real estate broker or agent who is so designated in the purchase agreement shall be deemed delivery to the principal.

### 15. EXECUTION IN COUNTERPART

The escrow instructions and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute the same instruction.

### 16. TAX REPORTING, WITHHOLDING & DISCLOSURE

The parties are advised to seek independent advice concerning the tax consequences of this transaction, including but not limited to, their withholding, reporting and disclosure obligations. Escrow Holder does not provide tax or legal advice and the parties agree to hold Escrow Holder harmless from any loss or damage that the parties may incur as a result of their failure to comply with federal and/or state tax laws. **WITHHOLDING OBLIGATIONS ARE THE EXCLUSIVE OBLIGATIONS OF THE PARTIES. ESCROW HOLDER IS NOT RESPONSIBLE TO PERFORM THESE OBLIGATIONS UNLESS ESCROW HOLDER AGREES IN WRITING.**

#### A. TAXPAYER IDENTIFICATION NUMBER REPORTING

Federal law requires Escrow Holder to report seller's social security number or tax identification number (both numbers are hereafter referred to as the "TIN"), forwarding address, and the gross sales price to the Internal Revenue Service ("IRS"). To comply with the USA PATRIOT Act, certain taxpayer identification information (including, but not limited to, the TIN) may be required by Escrow Holder from certain persons or entities involved (directly or indirectly) in the transaction prior to closing.

Escrow cannot be closed nor any documents recorded until the information is provided and certified as to its accuracy to Escrow Holder. The parties agree to promptly obtain and provide such information as requested by Escrow Holder.

#### B. State Withholding & Reporting

Under California law (Rev & Tax Code §18662), a buyer may be required to withhold and deliver to the Franchise Tax Board (FTB) an amount equal to 3.33% of the sales price in the case of disposition of California real property interest ("Real Property") by either: 1) a seller who is an individual, trust or estate or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of seller; OR 2) a corporate seller that has no permanent place of business in California immediately after the transfer of title to the Real Property. Buyer may be subject to a penalty (equal to the greater of 10% of the amount required to be withheld or \$500) for failing to withhold and transmit the funds to FTB in the time required by law. Buyer is not required to withhold any amount and will not be subject to penalty for failure to withhold if: a) the sales price of the Real Property does not exceed \$100,000; b) the seller executes a written certificate under penalty of perjury certifying that the seller is a corporation with a permanent place of business in California; OR c) the seller, who is an individual, trust, estate or a corporation without a permanent place of business in California, executes a written certificate under penalty of perjury certifying one of the following: (i) the Real Property was the seller's or decedent's principal residence (as defined in IRC §121); (ii) Real Property being conveyed was last used by the seller as seller's principal residence within the meaning of IRC §121 (even if the seller did not meet the two out of the last five years requirement or one of the special circumstances in IRC §121); (iii) the Real Property is or will be exchanged for property of like-kind (as defined in IRC §1031) and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC §1031; (iv) the Real Property has been compulsorily or involuntarily converted (as defined in IRC §1033) and the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC §1033; or (v) the Real Property sale will result in a loss (or net gain not required to be recognized) for California income tax purposes. Seller is subject to penalties for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding laws.

**Contact FTB:** For additional information regarding California withholding, contact the Franchise Tax Board at (toll free) 888-792-4900, by e-mail [nrws@ftb.ca.gov](mailto:nrws@ftb.ca.gov); or visit their website at [www.ftb.ca.gov](http://www.ftb.ca.gov).

#### C. FEDERAL WITHHOLDING & REPORTING

Certain federal reporting and withholding requirements exist for real estate transactions where the seller (transferor) is a non-resident alien, a non-domestic corporation, partnership, or limited liability company; or a domestic corporation, partnership or limited liability company controlled by non-residents; or non-resident corporations, partnerships or limited liability companies.

#### D. TAXPAYER IDENTIFICATION DISCLOSURE

Federal and state laws require that certain forms include a party's TIN and that such forms or copies of the forms be provided to the other party and to the applicable governmental authorities. Parties to a real estate transaction involving seller-provided financing are required to furnish, disclose, and include the other party's TIN in their tax returns. Escrow Holder is authorized to release a party's TINs and copies of statutory forms to the other party and to the applicable governmental authorities in the foregoing circumstances. The parties agree to hold Escrow Holder harmless against any fees, costs, or judgments incurred and/or awarded because of the release of their TIN as authorized herein.

**THIS COMPANY CONDUCTS ESCROW BUSINESS UNDER CERTIFICATE OF AUTHORITY  
ISSUED BY THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE.**

©2005 First American Title Insurance Company  
(7/5/2006)

Page 2 of 2 Pages

Form 1610



**The First American Corporation**  
First American Title Company  
Privacy Policy

## We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

## Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

## Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

## Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

## Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

## Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**CONSENT OF MEMBERS  
OF  
HF LOGISTICS I, LLC**

THE UNDERSIGNED, being all of the members of the above-named Delaware limited liability company (the "Company"), in lieu of holding a meeting, hereby consent the taking of the following action:

RESOLVED, that Iddo Benzeevi, President and Chief Executive Officer of the Company, be and he is hereby authorized and directed to execute and deliver, on behalf of the Company, in its capacity as the managing member of HF Logistics-SKX, LLC, a Delaware limited liability company ("SKX"), in its capacity as the sole member of HF Logistics-SKX T1, LLC, a Delaware limited liability company ("T1") that certain Agreement for Erosion Control Plan Project No. Tentative Parcel Map 35629, and that certain Agreement for Rough Grading Plan Project No. Tentative Parcel Map 35629 with the City of Moreno Valley, and any and all other agreements or documents with the City of Moreno Valley, or any other governmental entity or agency thereof, which relate to public improvements in connection with the project known as "Highland Fairview Corporate Park".

RESOLVED, FURTHER, that the signature of Iddo Benzeevi, as President and Chief Executive Officer of the Company, on any of the above-referenced documents shall bind the Company, in its capacity as the managing member of SKX, in its capacity as the sole member of T1, as the act and deed thereof, and that any and all such documents which have been so executed prior to the date of this resolution are hereby ratified and confirmed.

*(signature page follows)*

IN WITNESS WHEREOF, the undersigned have executed this resolution as of the 8<sup>th</sup> day of April, 2010.

**HIGHLAND FAIRVIEW PARTNERS I**

By HFP Realty Investment, LP, its Managing Partner

By HFP Realty Holdings, LLC, its General Partner

By James M. Lieb, Sr.  
James M. Lieb, Sr.,  
Managing Director

**HIGHLAND FAIRVIEW PARTNERS II**

By New Sand Holdings, LP, its Managing Partner

By Sand Holdings, LLC, its General Partner

By James M. Lieb, Sr.  
James M. Lieb, Sr.,  
Managing Director

**HIGHLAND FAIRVIEW PARTNERS III**

By HFP Educational Holdings, LP, its Managing Partner

By HPF/Ed Holdings, LLC, its General Partner

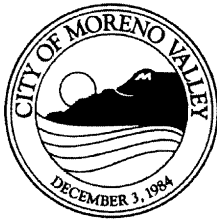
By James M. Lieb, Sr.  
James M. Lieb, Sr., Managing  
Director

**HIGHLAND FAIRVIEW PARTNERS IV**

By Sinclair Holdings, LP, its Managing Partner

By Sinclair Realty Holdings, LLC, its General Partner

By James M. Lieb, Sr.  
James M. Lieb, Sr., Managing  
Director



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>pa</i>
CITY MANAGER	<i>MB</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Chris A. Vogt, P.E., Public Works Director/City Engineer

**AGENDA DATE:** April 13, 2010

**TITLE:** PA07-0090 – ACCEPT THE AGREEMENT FOR ROUGH GRADING SECURITY ASSOCIATED WITH THE HIGHLAND FAIRVIEW LOGISTICS CORPORATE PARK

BETWEEN STATE ROUTE 60 AND EUCALYPTUS AVENUE,  
AND REDLANDS BOULEVARD AND THEODORE STREET

**DEVELOPER:** HF LOGISTICS – SKX T1, LLC  
14425 CORPORATE WAY  
MORENO VALLEY, CA 92553

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the Agreement for Rough Grading Security.
2. Authorize the Mayor to execute the Agreement in the form attached hereto contingent upon the cash security being placed into the escrow account.
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 extensions amendments to the agreement, subject to City Attorney approval, if the required Rough Grading is not completed within said timeframe.

**ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable.

**BACKGROUND**

On January 15, 2009, the Planning Commission of the City of Moreno Valley denied Tentative Parcel Map 35629.

On February 10, 2009, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA07-0090 and Tentative Parcel Map 35629 and accepted phase-specific Conditions of Approval. The tentative parcel map is a proposal to subdivide the 158-acre site into four parcels, one for establishment of a logistics warehouse development and three for future development. The master plot plan provides for establishment of a business park development consisting of four buildings, internal circulation, parking and various site amenities.

**DISCUSSION**

The Conditions of Approval for this project require that the developer provide surety for the required rough grading.

The developer has completed and submitted an Agreement for Rough Grading Security and provided City staff with the escrow instructions and agrees to perform and complete all of the required rough grading within four (4) months of the date the agreement is executed. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required rough grading is not completed within said timeframe. The limits of the rough grading include but are not limited to the entire site limits from State Route 60 to Eucalyptus, and Redlands Boulevard to Theodore Street, and includes the rough cut section for Eucalyptus Avenue.

Accompanying the agreement is a Faithful Performance cash security in the amount of \$538,500 (per the approved Engineer's Estimate for the rough grading). The cash security shall be placed in an escrow account that allows for disbursement of funds in accordance with the details in the Agreement for Rough Grading Security. Given the present economy, the cash security and the use of an escrow account seem appropriate and are consistent with the conditions of approval for the project. The rough grading by the developer provides the necessary site preparation for building construction, consistent with the City's General Plan.

**ALTERNATIVES**

Not applicable.

**FISCAL IMPACT**

No fiscal impact is anticipated.

**CITY COUNCIL GOALS**

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

**NOTIFICATION**

Publication of agenda.

**EXHIBITS**

Exhibit "A" - Vicinity Map

Exhibit "B" - Agreement for Rough Grading Security

Exhibit "C" - Escrow Instructions



Prepared By  
Mark W. Sambito, P.E.  
Engineering Division Manager

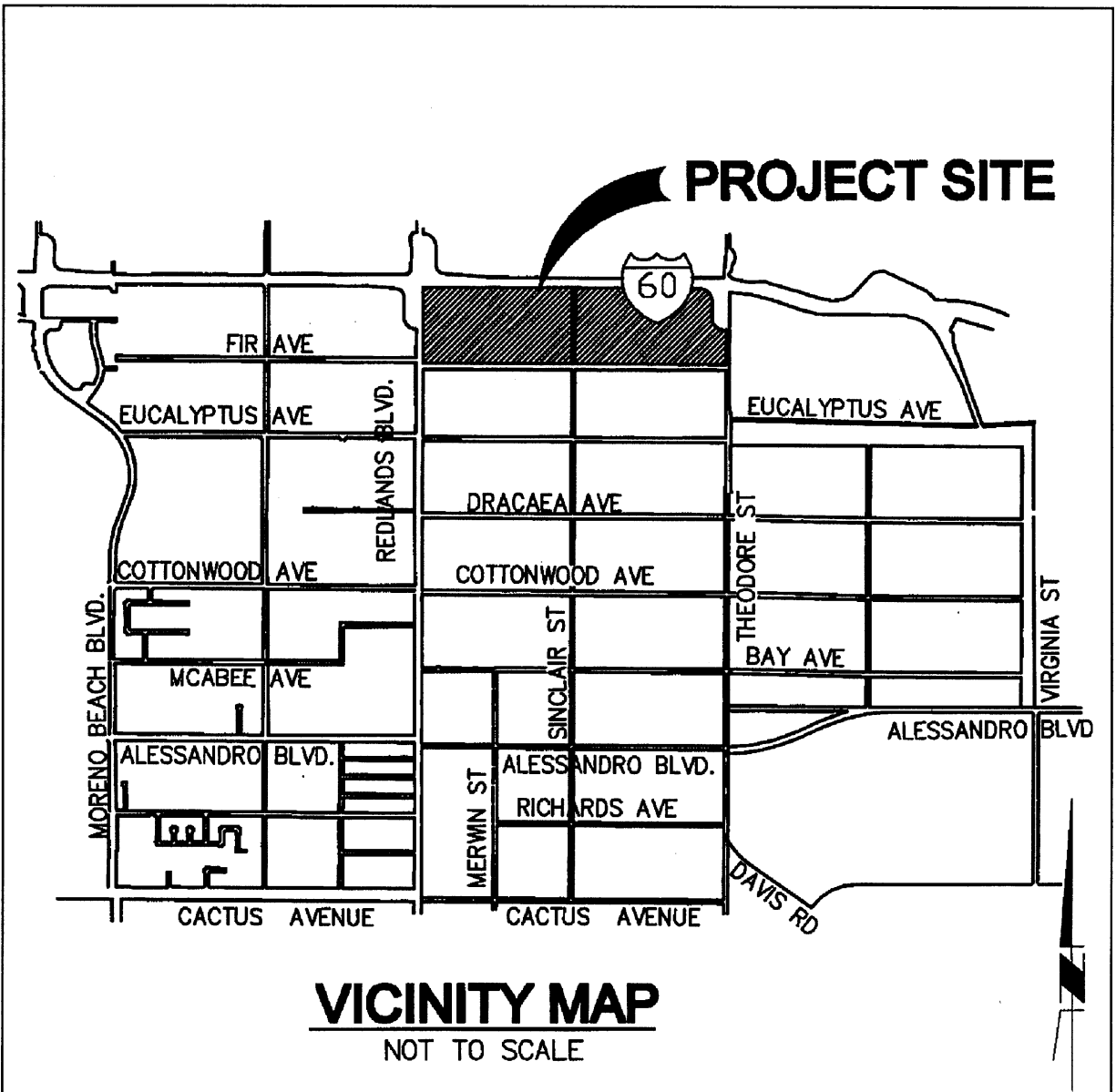


Department Head Approval  
Chris A. Vogt, P.E.  
Public Works Director/City Engineer

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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**CITY OF MORENO VALLEY**  
**PUBLIC WORKS - LAND DEVELOPMENT**  
 Exhibit "A"

**PA07-0090**  
**LOCATION MAP**

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RECORDING REQUESTED BY:  
City of Moreno Valley

WHEN RECORDED, RETURN TO:

CITY OF MORENO VALLEY  
City Clerk  
P. O. Box 88005  
Moreno Valley, CA 92552-0805

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

**AGREEMENT FOR ROUGH GRADING SECURITY  
PROJECT NO. PA07-0090 (TENTATIVE PARCEL MAP 35629)**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and HF LOGISTICS-SKX T1, LLC, a Delaware limited liability company herein after called Contractor, on the date the City signs this agreement..

**WITNESSETH:**

**FIRST:** Contractor, for and in consideration of the approval by the City of the Rough Grading Plan of that certain land division, or that certain other land development project, known as PA07-0090 (Tentative Parcel Map 35629) agrees, at Contractor's own expense, to furnish all labor, equipment and material necessary, and within FOUR (4) 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 the Rough Grading Plan 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.. Contractor shall complete the Rough Grading Improvements described in this paragraph pursuant to Moreno Valley Municipal Code Chapter 8.21. The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto, is the sum of FIVE HUNDRED THIRTY EIGHT THOUSAND FIVE HUNDRED AND NO/100 Dollars (\*\*\*\$538,500.00\*\*\*).

**SECOND:** Contractor 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. Contractor further agrees that, if suit is brought upon this Agreement or any security guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Contractor and guaranteed by 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.

**THIRD:** City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Contractor. Contractor agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

EXHIBIT B

**FOURTH:** The Contractor 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 Rough Grading Improvements. This permission shall terminate in the event that the Contractor has completed the work within the time specified or any extension thereof granted by the City.

**FIFTH:** Contractor 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 Rough Grading Improvements, and to protect the traveling public from such defective or dangerous conditions. The contractor 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 Contractor's obligation under this provision shall be secured by the security in escrow securing performance of this Agreement.

**SIXTH:** The Contractor, 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.

**SEVENTH:** If the Contractor, 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 Contractor 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. Whereupon, the City Engineer shall unilaterally have the ability to withdraw from escrow all funds necessary to correct the violation(s). The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Contractor 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 Contractor, 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.

**EIGHTH:** Contractor agrees, prior to the date this Agreement is executed, to deposit into a separate escrow account the total amount of funds in United States currency not less than the estimated cost of the work for Rough Grading Improvements for the faithful performance of the terms and conditions of this Agreement. The escrow account shall be established at First American Title Insurance Company, 4380 La Jolla Village Drive, Suite 200, San Diego, Ca 92122, Attn: Verna Gregory-Senior Commercial Escrow Officer. Contractor agrees to maintain said escrow account with good and sufficient funds or increase the amounts of said escrow account, or both, within ten (10) days after being notified by the City Engineer that the amounts are insufficient. Notwithstanding any other provision herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required Rough Grading Improvements are completed within thirty (30) days of the date on which the City Engineer notified the Contractor of the insufficiency of the security. Upon failure of the contractor to abide by any terms herein, in the Moreno Valley Municipal Code, in any statutes or codes, or in the grading plans, the City Engineer, in his sole professional opinion, shall withdraw from escrow all funds necessary to abate the breach. Contractor reserves the right to substitute the form of security, in accordance with the Moreno Valley Municipal Code, at anytime during the term of this agreement subject to the approval of the City Engineer. City shall release the grading security upon final approval of the grading work by the City Engineer, consistent with Section 8.21.180 of the Moreno Valley Municipal Code.

**NINTH:** 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 Contractor, and such extensions shall in no way affect the validity of this Agreement or release the funds from escrow. Contractor further agrees to maintain the aforesaid funds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

**TENTH:** 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.

**ELEVENTH:** 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  
Moreno Valley, CA 92552-0805

**Contractor:**  
HF LOGISTICS-SKX T1, LLC  
14225 Corporate Way  
Moreno Valley, California 92553

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

Date approved by the City: \_\_\_\_\_

**HF LOGISTICS-SKX T1, LLC:**  
Developer

By:   
Signature  
Iddo Benzevi  
Print/Type Name  
President + CEO  
Title

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print/Type Name  
\_\_\_\_\_  
Title

**ATTEST:**  
CITY CLERK  
OF THE CITY OF MORENO VALLEY

**CITY OF MORENO VALLEY**

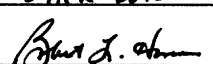
By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

(SEAL)

**APPROVED AS TO FORM:**  
CITY ATTORNEY

Date: 8 APR 2010

By:   
City Attorney

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

SIGNATURES OF CONTRACTOR MUST BE EXECUTED IN QUADRUPPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY  
ORIGINAL - CITY CLERK; PINK - CONTRACTOR; GREEN - PUBLIC WORKS/LAND DEVELOPMENT; BLUE - PROJECT FILE

**ENGINEER'S ESTIMATE**

PROJECT NO: PA07-0090  
TPM 35629 Rough Grade

DATE: 04/05/10  
PREPARED BY: RBF Consulting

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b><i>Rough Grading</i></b>				
Mobilization	1	LS	\$5,000.00	5,000
Excavate Channel (SR 60 Culverts)	35,000	CY	\$1.50	52,500
Rip Rap Protection (Channel at outlet and confluences)	3,000	CY	\$60.00	180,000
Excavation Desilting Basins	48,000	CY	\$1.50	72,000
Desilting Basin Risers (72" CMP)	0	EA	\$15,000.00	0
Desilting Basin Outlet Pipe (48" CMP)	-	LF	\$75.00	0
Desilting Basin Outlet Rip Rap	0	CY	\$60.00	0
Desilting Basin Spillway (Gunite)	0	SF	\$1.50	0
			<b>Subtotal:</b>	<b>\$309,500.00</b>
			Hard Cost Contingency (20%)	\$61,900.00
			<b>Subtotal:</b>	<b>\$371,400.00</b>
			Soft Cost Contingency (45%)	\$167,130.00
			<b>Grand Total:</b>	<b>\$538,530.00</b>
			<b>Bond Total</b>	<b>\$538,500</b>

Note: This estimate is based Snapshot #3 outlined in the attached exhibits and letter from Highland Fairview (Dated July 16,2009) and the letter from the City of Moreno Valley (Dated Aug 12, 2009).



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside }

On April 7, 2010 before me, Mary S. Fredenburg,  
Date Here Insert Name and Title of the Officer

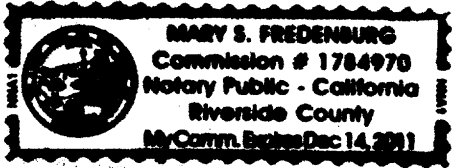
personally appeared Iddo Benzevi  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Mary S. Fredenburg  
Signature of Notary Public



Place Notary Seal Above

**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: Agreement for Rough Grading Security

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

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Iddo Benzevi

Individual

Corporate Officer — Title(s): President ? CEO

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

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

Individual

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here



**First American  
Title Insurance Company**

NATIONAL COMMERCIAL SERVICES

4380 La Jolla Village Drive, Suite 200  
San Diego, CA 92122

**SUPPLEMENTAL ESCROW INSTRUCTIONS**

ESCROW NO.: NCS-431679-SD

DATE: 04/06/2010

First American Title Insurance Company is hereby handed by the undersigned parties, that certain "original" document entitled Agreement for Rough Grading Security Project No. PA07-0090 (Tentative Parcel Map 35629) dated \_\_\_\_\_ executed by and between City of Moreno Valley, ("City") and HF Logistics-SKX T1, LLC, ("Developer").

First American Title Insurance Company is hereby requested to accept the " Agreement for Rough Grading Security Project No. PA07-0090 (Tentative Parcel Map 35629)" as its escrow instructions and to act as escrow agent for the parties in accordance with the terms and conditions contained in said document.

Each of the parties to this escrow specifically acknowledges that the consummation of this escrow is contingent upon compliance with some or all of the executory terms and provisions of this "Agreement", and that the parties to this "Agreement" are and shall be the sole persons entitled to and authorized to determine whether all of said executory terms and provisions due to be performed prior to the close of escrow have been met or complied with prior to such close. Accordingly, the parties hereby agree that prior to the scheduled close of escrow they shall each deposit with Escrow Holder a **written** instruction or acknowledgement specifying that all the executory terms and provisions of this "Agreement", insofar as the same pertain to each said party respectively and any obligation of escrow holder relative thereto, have been fully met or complied with, or are waived.

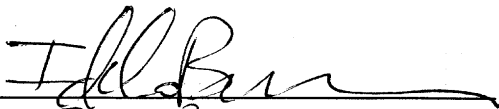
Further, each said party shall specifically release Escrow Holder from all liability, if any, which it may have in connection with this escrow because of any party's failure to meet or comply with any such executory term or provision of this "Agreement", prior to close of escrow. Deposit of written instruction or acknowledgement with Escrow Holder shall constitute each said party's specific authorization to close this escrow.

General provisions of First American Title Insurance Company, attached hereto and made a part hereof, are hereby incorporated in said "Agreement". To the extent that the agreement contains any provisions inconsistent with or contrary to the provisions of the General Provisions attached hereto, such "Agreement" shall remain as the agreement of the parties thereto but First American Title Insurance shall be guided by the terms of their General Provisions.

City of Moreno Valley

HF Logistics-SKX T1, LLC, a California limited liability company

By: \_\_\_\_\_

  
By: Iddo Benzevi  
President + CEO

Approved as to Form

Date 5 APR 2010

By: Robert A. Adams  
City Attorney  
Moreno Valley

EXHIBIT C

## Escrow General Provisions

### The parties understand and acknowledge:

#### 1. SPECIAL DISCLOSURES:

##### A. DEPOSIT OF FUNDS & DISBURSEMENTS

Unless directed in writing to establish a separate, interest-bearing account together with all necessary taxpayer reporting information, all funds shall be deposited in general escrow accounts in a federally insured financial institution including those affiliated with Escrow Holder ("depositories"). All disbursements shall be made by Escrow Holder's check or by wire transfer unless otherwise instructed in writing. The Good Funds Law (California Insurance Code 12413.1) mandates that Escrow Holder may not disburse funds until the funds are, in fact, available in Escrow Holder's account. Wire transfers are immediately disburseable upon confirmation of receipt. Funds deposited by a cashier's or certified check are generally available on the next banking day following deposit. Funds deposited by a personal check and other types of instruments may not be available until confirmation from Escrow Holder's bank which can vary from 2 to 10 days.

##### B. DISCLOSURE OF POSSIBLE BENEFITS TO ESCROW HOLDER

As a result of Escrow Holder maintaining its general escrow accounts with the depositories, Escrow Holder may receive certain financial benefits such as an array of bank services, accommodations, loans or other business transactions from the depositories ("collateral benefits"). All collateral benefits shall accrue to the sole benefit of Escrow Holder and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of any such collateral benefits.

##### C. MISCELLANEOUS FEES

Escrow Holder may incur certain additional costs on behalf of the parties for services performed, or fees charged, by third parties. The fees charged by Escrow Holder for services including, but not limited to, wire transfers, overnight delivery/courier services, recording fees, notary fees, etc. may include a mark up over the direct cost of such services to reflect the averaging of direct, administrative and overhead charges of Escrow Holder for such services which shall, in no event, exceed \$10 for each markup.

##### D. METHOD TO DELIVER PAYOFF TO LENDERS/LIENHOLDERS

To minimize the amount of interest due on any existing loan or lien, Escrow Holder will deliver the payoff funds to the lender/lienholder in an expeditious manner as demanded by the lender/lienholder using (a) personal delivery, (b) wire transfer, or (c) overnight delivery service, unless otherwise directed in writing by the affected party.

#### 2. PRORATIONS & ADJUSTMENTS

The term "close of escrow" means the date on which documents are recorded. All prorations and/or adjustments shall be made to the close of escrow based on the number of actual days, unless otherwise instructed in writing.

#### 3. CONTINGENCY PERIODS

Escrow Holder shall not be responsible for monitoring contingency time periods between the parties. The parties shall execute such documents as may be requested by Escrow Holder to confirm the status of any such periods.

#### 4. REPORTS

As an accommodation, Escrow Holder may agree to transmit orders for inspection, termite, disclosure and other reports if requested, in writing or orally, by the parties or their agents. Escrow Holder shall deliver copies of any such reports as directed. Escrow Holder is not responsible for reviewing such reports or advising the parties of the content of same.

#### 5. INFORMATION FROM AFFILIATED COMPANIES

Escrow Holder may provide the parties' information to and from its affiliates in connection with the offering of products and services from these affiliates.

#### 6. RECORDATION OF DOCUMENTS

Escrow Holder is authorized to record documents delivered through escrow which are necessary or proper for the issuance of the requested title insurance policy(ies). Buyer will provide a completed Preliminary Change of Ownership Report form ("PCOR"). If Buyer fails to provide the PCOR, Escrow Holder shall close escrow and charge Buyer any additional fee incurred for recording the documents without the PCOR. Escrow Holder is released from any liability in connection with same.

#### 7. PERSONAL PROPERTY TAXES

No examination, UCC search, insurance as to personal property and/or the payment of personal property taxes is required unless otherwise instructed in writing.

#### 8. REAL PROPERTY TAXES

Real property taxes are prorated based on the most current available tax statement from the tax collector's office. Supplemental taxes may be assessed as a result of a change in ownership or completion of construction. Adjustments due either party based on the actual new tax bill issued after close of escrow or a supplemental tax bill will be made by the parties outside of escrow and Escrow Holder is released of any liability in connection with such adjustments. The first installment of California real property taxes is due November 1<sup>st</sup> (delinquent December 10<sup>th</sup>) and the second installment is due February 1<sup>st</sup> (delinquent April 10<sup>th</sup>). If a tax bill is not received from the County at least 30 days prior to the due date, buyer should contact the County Tax Collector's office and request one. Escrow Holder is not responsible for same.

#### 9. CANCELLATION OF ESCROW

(a) Any party desiring to cancel this escrow shall deliver written notice of cancellation to Escrow Holder. Within a reasonable time after receipt of such notice, Escrow Holder shall send by regular mail to the address on the escrow instructions, one copy of said notice to the other party(ies). Unless written objection to cancellation is delivered to Escrow Holder by a party within 10 days after date of mailing, Escrow Holder is authorized, at its option, to comply with the notice and terminate the escrow. If a written objection is received by Escrow Holder, Escrow Holder is authorized, at its option, to hold all funds and documents in escrow (subject to the funds held fee) and to take no other action until otherwise directed by either the parties' mutual written instructions or a final order of a court of competent jurisdiction. If no action is taken on this escrow within 6 months after the closing date specified in the escrow instructions, Escrow Holder's obligations shall, at its option, terminate. Upon termination of this escrow, the parties shall pay all fees, charges and reimbursements due to Escrow Holder and all documents and remaining funds held in escrow shall be returned to the parties depositing same.

(b) Notwithstanding the foregoing paragraph, Escrow Holder shall have the right to unilaterally terminate any escrow which is subject to the provisions of the Equity Purchaser Law (CA Civil Code Section 1695 et seq.) and may return all documents and funds without any consent by or notice to the buyer.

#### 10. CONFLICTING INSTRUCTIONS & DISPUTES

If Escrow Holder becomes aware of any conflicting demands or claims concerning this escrow, Escrow Holder shall have the right to discontinue all further acts on Escrow Holder's part until the conflict is resolved to Escrow Holder's satisfaction. Escrow Holder has the right at its option to file an action in interpleader requiring the parties to litigate their claims/rights. If such an action is filed, the parties jointly and severally agree (a) to pay Escrow Holder's cancellation charges, costs (including the funds held fees) and reasonable attorneys' fees, and (b) that Escrow Holder is fully released and discharged from all further obligations under the escrow. If an action is brought involving this escrow and/or Escrow Holder, the party(ies) involved in the action agree to indemnify and hold the Escrow Holder harmless against liabilities, damages and costs incurred by Escrow Holder (including reasonable attorneys' fees and costs) except to the extent that such liabilities, damages and costs were caused by the negligence or willful misconduct of Escrow Holder.

THIS COMPANY CONDUCTS ESCROW BUSINESS UNDER CERTIFICATE OF AUTHORITY  
ISSUED BY THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE.



## Escrow General Provisions

### 11. USURY

Escrow Holder is not to be concerned with usury as to any loans or encumbrances in this escrow and is hereby released of any responsibility and/or liability therefore.

### 12. AMENDMENTS TO ESCROW INSTRUCTIONS

Any amendment to the escrow instructions must be in writing, executed by all parties and accepted by Escrow Holder. Escrow Holder may, at its sole option, elect to accept and act upon oral instructions from the parties. If requested by Escrow Holder the parties agree to confirm said instructions in writing as soon as practicable. The escrow instructions as amended shall constitute the entire escrow agreement between the Escrow Holder and the parties hereto with respect to the subject matter of the escrow.

### 13. INSURANCE POLICIES

In all matters relating to insurance, Escrow Holder may assume that each policy is in force and that the necessary premium has been paid. Escrow Holder is not responsible for obtaining fire, hazard or liability insurance, unless Escrow Holder has received specific written instructions to obtain such insurance prior to close of escrow from the parties or their respective lenders.

### 14. COPIES OF DOCUMENTS; AUTHORIZATION TO RELEASE

Escrow Holder is authorized to rely upon copies of documents, which include facsimile, electronic, NCR, or photocopies as if they were an originally executed document. If requested by Escrow Holder, the originals of such documents shall be delivered to Escrow Holder. Escrow Holder may withhold documents and/or funds due to the party until such originals are delivered. Documents to be recorded **MUST** contain original signatures. Escrow Holder may furnish copies of any and all documents to the lender(s), real estate broker(s), attorney(s) and/or accountant(s) involved in this transaction upon their request. Delivery of documents by escrow to a real estate broker or agent who is so designated in the purchase agreement shall be deemed delivery to the principal.

### 15. EXECUTION IN COUNTERPART

The escrow instructions and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute the same instruction.

### 16. TAX REPORTING, WITHHOLDING & DISCLOSURE

The parties are advised to seek independent advice concerning the tax consequences of this transaction, including but not limited to, their withholding, reporting and disclosure obligations. Escrow Holder does not provide tax or legal advice and the parties agree to hold Escrow Holder harmless from any loss or damage that the parties may incur as a result of their failure to comply with federal and/or state tax laws. **WITHHOLDING OBLIGATIONS ARE THE EXCLUSIVE OBLIGATIONS OF THE PARTIES. ESCROW HOLDER IS NOT RESPONSIBLE TO PERFORM THESE OBLIGATIONS UNLESS ESCROW HOLDER AGREES IN WRITING.**

#### A. TAXPAYER IDENTIFICATION NUMBER REPORTING

Federal law requires Escrow Holder to report seller's social security number or tax identification number (both numbers are hereafter referred to as the "TIN"), forwarding address, and the gross sales price to the Internal Revenue Service ("IRS"). To comply with the USA PATRIOT Act, certain taxpayer identification information (including, but not limited to, the TIN) may be required by Escrow Holder from certain persons or entities involved (directly or indirectly) in the transaction prior to closing.

Escrow cannot be closed nor any documents recorded until the information is provided and certified as to its accuracy to Escrow Holder. The parties agree to promptly obtain and provide such information as requested by Escrow Holder.

#### B. State Withholding & Reporting

Under California law (Rev & Tax Code §18662), a buyer may be required to withhold and deliver to the Franchise Tax Board (FTB) an amount equal to 3.33% of the sales price in the case of disposition of California real property interest ("Real Property") by either: 1) a seller who is an individual, trust or estate or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of seller; OR 2) a corporate seller that has no permanent place of business in California immediately after the transfer of title to the Real Property. Buyer may be subject to a penalty (equal to the greater of 10% of the amount required to be withheld or \$500) for failing to withhold and transmit the funds to FTB in the time required by law. Buyer is not required to withhold any amount and will not be subject to penalty for failure to withhold if: a) the sales price of the Real Property does not exceed \$100,000; b) the seller executes a written certificate under penalty of perjury certifying that the seller is a corporation with a permanent place of business in California; OR c) the seller, who is an individual, trust, estate or a corporation without a permanent place of business in California, executes a written certificate under penalty of perjury certifying one of the following: (i) the Real Property was the seller's or decedent's principal residence (as defined in IRC §121); (ii) Real Property being conveyed was last used by the seller as seller's principal residence within the meaning of IRC §121 (even if the seller did not meet the two out of the last five years requirement or one of the special circumstances in IRC §121); (iii) the Real Property is or will be exchanged for property of like-kind (as defined in IRC §1031) and that the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC §1031; (iv) the Real Property has been compulsorily or involuntarily converted (as defined in IRC §1033) and the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC §1033; or (v) the Real Property sale will result in a loss (or net gain not required to be recognized) for California income tax purposes. Seller is subject to penalties for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding laws.

**Contact FTB:** For additional information regarding California withholding, contact the Franchise Tax Board at (toll free) 888-792-4900), by e-mail [nrws@ftb.ca.gov](mailto:nrws@ftb.ca.gov); or visit their website at [www.ftb.ca.gov](http://www.ftb.ca.gov).

#### C. FEDERAL WITHHOLDING & REPORTING

Certain federal reporting and withholding requirements exist for real estate transactions where the seller (transferor) is a non-resident alien, a non-domestic corporation, partnership, or limited liability company; or a domestic corporation, partnership or limited liability company controlled by non-residents; or non-resident corporations, partnerships or limited liability companies.

#### D. TAXPAYER IDENTIFICATION DISCLOSURE

Federal and state laws require that certain forms include a party's TIN and that such forms or copies of the forms be provided to the other party and to the applicable governmental authorities. Parties to a real estate transaction involving seller-provided financing are required to furnish, disclose, and include the other party's TIN in their tax returns. Escrow Holder is authorized to release a party's TINs and copies of statutory forms to the other party and to the applicable governmental authorities in the foregoing circumstances. The parties agree to hold Escrow Holder harmless against any fees, costs, or judgments incurred and/or awarded because of the release of their TIN as authorized herein.

**THIS COMPANY CONDUCTS ESCROW BUSINESS UNDER CERTIFICATE OF AUTHORITY  
ISSUED BY THE STATE OF CALIFORNIA DEPARTMENT OF INSURANCE.**

©2005 First American Title Insurance Company  
(7/5/2006)

Page 2 of 2 Pages

Form 1610



**The First American Corporation**  
First American Title Company  
Privacy Policy

## We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

## Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at [www.firstam.com](http://www.firstam.com).

## Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

## Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

## Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

## Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**CONSENT OF MEMBERS  
OF  
HF LOGISTICS I, LLC**

THE UNDERSIGNED, being all of the members of the above-named Delaware limited liability company (the "Company"), in lieu of holding a meeting, hereby consent the taking of the following action:

RESOLVED, that Iddo Benzeevi, President and Chief Executive Officer of the Company, be and he is hereby authorized and directed to execute and deliver, on behalf of the Company, in its capacity as the managing member of HF Logistics-SKX, LLC, a Delaware limited liability company ("SKX"), in its capacity as the sole member of HF Logistics-SKX T1, LLC, a Delaware limited liability company ("T1") that certain Agreement for Erosion Control Plan Project No. Tentative Parcel Map 35629, and that certain Agreement for Rough Grading Plan Project No. Tentative Parcel Map 35629 with the City of Moreno Valley, and any and all other agreements or documents with the City of Moreno Valley, or any other governmental entity or agency thereof, which relate to public improvements in connection with the project known as "Highland Fairview Corporate Park".

RESOLVED, FURTHER, that the signature of Iddo Benzeevi, as President and Chief Executive Officer of the Company, on any of the above-referenced documents shall bind the Company, in its capacity as the managing member of SKX, in its capacity as the sole member of T1, as the act and deed thereof, and that any and all such documents which have been so executed prior to the date of this resolution are hereby ratified and confirmed.

*(signature page follows)*

IN WITNESS WHEREOF, the undersigned have executed this resolution as of the 8<sup>th</sup> day of April, 2010.

**HIGHLAND FAIRVIEW PARTNERS I**

By HFP Realty Investment, LP, its Managing Partner

By HFP Realty Holdings, LLC, its General Partner

By James M. Lieb, Sr.  
James M. Lieb, Sr.,  
Managing Director

**HIGHLAND FAIRVIEW PARTNERS II**

By New Sand Holdings, LP, its Managing Partner

By Sand Holdings, LLC, its General Partner

By James M. Lieb, Sr.  
James M. Lieb, Sr.,  
Managing Director

**HIGHLAND FAIRVIEW PARTNERS III**

By HFP Educational Holdings, LP, its Managing Partner

By HPF/Ed Holdings, LLC, its General Partner

By James M. Lieb, Sr.  
James M. Lieb, Sr., Managing  
Director

**HIGHLAND FAIRVIEW PARTNERS IV**

By Sinclair Holdings, LP, its Managing Partner

By Sinclair Realty Holdings, LLC, its General Partner

By James M. Lieb, Sr.  
James M. Lieb, Sr., Managing  
Director

**MINUTES - REGULAR MEETING OF MARCH 23, 2010  
(Report of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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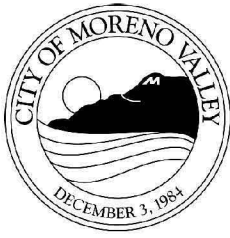
**MINUTES - REGULAR MEETING OF MARCH 23, 2010  
(Report of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>WJB</i>

## Report to City Council

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**TO:** Chairperson and Members of the Community Redevelopment Agency Board of the City of Moreno Valley

**FROM:** Barry Foster, Economic Development Director

**AGENDA DATE:** April 13, 2010

**TITLE:** SECOND AMENDED AND RESTATED NEGOTIATION AGREEMENT FOR AN AFFORDABLE HOUSING DEVELOPMENT AT THE NORTHEAST CORNER OF ALESSANDRO BOULEVARD AND DAY STREET

---

### RECOMMENDED ACTION

Staff recommends that the Redevelopment Agency Board approve the Second Amended and Restated Negotiation Agreement (attached hereto) to extend the term of the existing Negotiation Agreement between the Community Redevelopment Agency Board of the City of Moreno Valley (RDA) and Palm Desert Development Company (PDDC) for an affordable housing development project to be situated at the northeast corner of Alessandro Boulevard and Day Street.

### BACKGROUND

The Redevelopment Agency (RDA) acquired approximately eight acres of property at the northeast corner of Alessandro Boulevard and Day Street for the purpose of developing an affordable housing project and childcare facility. The blighted property is situated at the gateway to the City and was considered suitable for redevelopment into a quality affordable housing project.

After a thorough selection process, PDDC was selected by the RDA Board as the affordable housing developer. On May 26, 2009, the RDA Board of Directors approved a Negotiation Agreement (Agreement) to assist with formulating the partnership for a future project, to refine conceptual plans, and to establish an exclusive period of time for PDDC and the RDA to finalize the major business points for the development of the affordable housing project.

## **DISCUSSION**

The term of the Negotiation Agreement is presently valid through March 23, 2010. Since their selection as the project developer, PDDC has suggested modifying the proposed funding source from the previously proposed 4% federal tax credits to a 9% federal tax credit program. The change is desirable because it lowers the amount of needed RDA financial assistance, as well as enhance the ability of securing tax credits in the financing market. To accommodate the time needed to evaluate the competitiveness of the enhanced project, including proforma analysis, staff recommends the extension of the Agreement through June 14, 2010.

Additionally, the extension of time for the Negotiation Agreement will provide for the needed time finalize the negotiation and drafting for a Disposition and Development Agreement in accordance with the negotiated project terms.

## **ALTERNATIVES**

1. Approve the Second Amended and Restated Negotiation Agreement between the Community Redevelopment Agency of the City of Moreno Valley and Palm Desert Development Company.

**Staff recommends this alternative as it extends the time allowed to finalize the major business points of the future affordable housing project and finalizing of the drafting of the Development and Disposition Agreement.**

2. Decline to approve the extension of time for the Negotiation Agreement between the Community Redevelopment Agency of the City of Moreno Valley and Palm Desert Development Company.

**Staff does not recommend this alternative because it would cancel the timing of the Negotiation Agreement and delay the planning of the future affordable housing project.**

## **FISCAL IMPACT**

This action does not impose a fiscal impact to the City. The terms and financial considerations for the project would be part of a future Disposition and Development Agreement and subject to full and complete consideration of the RDA Board at a later time.

## **SUMMARY**

The RDA acquired approximately eight acres of undeveloped property at the northeast corner of Alessandro Boulevard and Day Street for the development of a future affordable housing project and childcare facility. Palm Desert Development Company was selected as the affordable housing developer and the RDA Board of Directors approved a Negotiation Agreement with PDDC for the project. Given the climate of the tax credit financing market and other extenuating factors additional time is needed to

continue the negotiation of the terms of the project and drafting a Disposition and Development Agreement. Staff is recommending the approval of a Second Amended and Restated Negotiation Agreement.

**NOTIFICATION**

Publication of the RDA's agenda.

**ATTACHMENTS/EXHIBITS**

ATTACHMENT A: Draft Second Amended Negotiation Agreement

Prepared By:  
Shanikqua Freeman  
Housing Program Coordinator

Department Head Approval:  
Barry Foster  
Economic Development Director

Concurred By:  
Michele Patterson  
Redevelopment & Neighborhood Programs Administrator

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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## SECOND AMENDED AND RESTATED NEGOTIATION AGREEMENT

**THIS SECOND AMENDED AND RESTATED NEGOTIATION AGREEMENT** (the “Agreement”) is made and entered into as of April 13, 2010 (the “Date of Agreement”), by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY**, a public agency corporate and politic (“Agency”) and **PALM DESERT DEVELOPMENT COMPANY**, a California corporation (the “Developer”) (the Developer and the Agency are collectively referred to herein as the “Parties”).

### *RECITALS*

The following recitals are a substantive part of this Agreement.

A. The Developer previously informed the Agency that the Developer is interested in developing a housing project, to include: approximately 200-225 rental dwelling units available at affordable rents, weighted to very low income households and without age restrictions (the “Basic Development Concept”) on certain property (the “Property”) as shown on the Map which is attached hereto as Exhibit “A” and incorporated herein.

B. In connection therewith, the Parties previously entered into an agreement, entitled “Negotiation Agreement”, dated as of May 26, 2009 (herein, the “May Agreement”) and an “Amended and Restated Negotiation Agreement” of the May Agreement, dated November 23, 2009, (herein, the “November Agreement”).

C. As of the Date of Agreement, title to the Property is held by the Agency.

D. Based upon its review to date, and although design, price, rent and financial structure have not been determined, the Developer believes that development of the Basic Development Concept is probably feasible and that any financing proposed to be obtained by the Developer is obtainable. Accordingly, the Agency is entering into this Agreement and is thereby affording the Developer the valuable opportunity to negotiate for development of the Property for a limited period of time as set forth herein.

E. Based partly upon (i) the interest of the Developer, (ii) assurances by the Developer that the Developer and/or its joint venturers are experienced in the development and operation of high quality affordable residential projects, (iii) the desirability of accomplishing the development, if feasible, of affordable rental housing and other new facilities (together, the “Facilities”), and (iv) the contention of the Developer that the proposed development can be accomplished on a basis that provides a fair and reasonable return to both Parties, the Parties mutually desire to enter into discussions concerning possible development of the Property generally consistent with the Basic Development Concept.

F. The Parties intend that during and for the period of negotiations set forth herein (the “Negotiation Period”) each will perform certain actions and responsibilities under this Agreement.

**NOW, THEREFORE**, the Parties mutually agree as follows:

ATTACHMENT A

**1. Agreement to Negotiate.**

(a) Required Actions.

(1) Within sixty (60) days from the Date of Agreement, Developer shall submit to the Agency a “Final Development Concept Package,” consisting of the following:

(a) a well-articulated development proposal describing with specificity the Facilities, including all development activities proposed to be undertaken (the “Proposed Development”);

(b) a statement of qualifications of the Developer and its joint venture partners (if not earlier submitted), including experience as developer and operator of affordable housing communities;

(c) a detailed enumeration of estimated development costs, including construction and non-construction costs. This shall include a detailed estimate of project income (using rents conforming to Health and Safety Code Sections 33334.2 and 50053) and a financial statement and pro forma statement of project return, including both construction and operating pro formas. A detailed estimate of development costs, including construction and non-construction costs, shall be included;

(d) a detailed description of the proposed method of construction and permanent financing and proposed credit enhancement, including a description of the terms and conditions of all such financing, and the identification of and terms of provision of any credit enhancement. It is contemplated that all there will be private financing of the facilities to be developed on the Property. If any economic participation toward the project is proposed to be borne by the Agency and/or the City of Moreno Valley (the “City”), this shall be clearly delineated in the proposal. Included in the submittal by the Developer shall be a copy of any materials proposed to be submitted to any agency involved in the allocation of tax credits and/or bonds;

(e) a list of financial references;

(f) final identification of the proposed property manager and proposed architect;

(g) a proposed construction and operating pro forma which identifies all sources and uses of funds including without limitation design of the Facilities and supporting infrastructure and which uses rents conforming to Sections 33334.2 and 50053 of the California Health and Safety Code;

(h) a proposed timeline which includes the submittal for any required allocation for tax credits and/or bonds;

(i) a well-defined development proposal and site plan describing the Proposed Development using schematic drawings, and which depicts in detail the proposed design and configuration of the Facilities and which includes a description of how the Developer intends to coordinate operations, development and access with a child care facility anticipated to be developed by a third party on land adjacent to the Property; and

(j) a timeline which includes a proposed construction schedule of development.

(2) The Developer shall bear the cost for its performance under this Agreement.

(3) The Agency and the Developer will continue to negotiate toward the execution within such period of a DDA for the sale or lease of the Property and with respect to the development (the "Development") and use of the Property. If a DDA is signed, it shall supersede this Negotiation Agreement.

(b) Term. The term of the Negotiation Period shall be for sixty (60) days. As of the sixtieth (60th) day after the Date of Agreement, this Agreement shall automatically terminate unless this Agreement has been mutually extended by the Agency and the Developer. The Executive Director is authorized to administratively extend the Negotiation Period once only for a period of his discretion not to exceed sixty (60) days; any such extension shall be made in writing prior to expiration of the Negotiation Period to be effective. If such an administrative is granted, then the Negotiation Period shall end and this agreement shall automatically terminate, unless extended by action by the Agency Board.

(c) Agreement to Negotiate. The Agency (by and through its staff and consultants) and Developer agree that for the term of the Negotiation Period (whether said period expires or is earlier terminated by the provisions herein) each party shall negotiate diligently and in good faith to carry out its obligations under this Agreement. The Developer acknowledges that the Agency holds title to the Property. The Developer expressly agrees and acknowledges that its rights pursuant to this Agreement are subject to and based upon compliance by the Developer with this Agreement (including without limitation the making of all submittals required pursuant to this Agreement, in short conformity with this Agreement).

(d) Supplemental Progress Reports. In addition to the information required in Section 1 above, for so long as this Agreement remains in effect Developer agrees to make weekly oral progress reports and monthly written reports to the Executive Director or his designated representative of the Agency advising the Agency on all matters and all studies being made.

**2. No Predetermination of Agency or City Discretion.** The Parties agree and acknowledge that nothing in this Agreement in any respect does or shall be construed to affect or prejudice the exercise of the Agency's or the City's discretion. The Developer acknowledges in this regard that the feasibility of the Developer's proposal has not been determined, and further that, at the discretion of the City's Planning Director, an environmental impact report will be prepared and circulated for comment by the City in connection with the consideration of the sale and development of the Property. Further, nothing in this Agreement in any respect does or shall be construed to affect or prejudice the Agency's or the City's discretion to consider, negotiate, or undertake the disposition and/or development of any portion of the Property, or shall affect the Agency's or the City's compliance with the laws, rules, and regulations governing land uses, environmental review, or disposition of the Property.

**3. Environmental and Other Requirements.** Certain state and local environmental requirements (including, but without limitation, the California Environmental Quality Act of 1970, Public Resources Code Section 21000, *et seq.*) may be applicable to the Proposed Development.

ATTACHMENT A

Pursuant to such requirements, certain environmental documents may be required to be prepared and certified for the Proposed Development. The Agency, by this Agreement, undertakes no obligation to pay any costs associated with such environmental documents and to supply data and information both to determine the impact of the development on the environment and to assist in the preparation of any necessary environmental documents.

**4. Costs and Expenses.** Except as otherwise provided in this Agreement, each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with the performance of its obligations under this Agreement.

**5. No Change in Developer or its Constituent Members.** The Developer shall within sixty (60) days of this Agreement make full disclosure to the Agency of all pertinent information concerning the Developer, including any joint venture partners. The qualifications of the Developer are of particular interest to the Agency. Consequently, no person or entity, whether a voluntary or involuntary successor of Developer, shall acquire any rights or powers under this Agreement nor shall the Developer assign all or any part of this Agreement without the prior written approval of the Agency, which approval the Agency may grant, withhold, condition, or deny at its sole and absolute discretion. Any other purported transfer, voluntarily or by operation of law, shall be absolutely null and void and shall confer no rights whatsoever upon any purported assignee or transferee.

**6. Lead Negotiators.** The Executive Director, or his designee, shall be the lead negotiator for the Agency with respect to the subject matter of this Agreement; provided, however, that the Agency, reserves its rights to consider and approve or disapprove the proposed DDA. Danavon L. Horn and James Jernigan shall be the lead negotiator(s) for the Developer with respect to the subject matter of this Agreement.

**7. Non-Discrimination.** Developer shall not discriminate against nor segregate, any person, or group of persons on account of sex, race, color, marital status, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Developer establish or permit any such practice or practices of discrimination or segregation in the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land.

**8. Address for Notices.** Any notices pursuant to this Agreement shall be in writing and sent (i) by Federal Express (or other established express delivery service which maintains delivery records), (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the following addresses:

To Agency: COMMUNITY REDEVELOPMENT AGENCY OF THE  
CITY OF MORENO VALLEY  
14177 Frederick Street  
Moreno Valley, California 92552-0805  
Attention: Executive Director

To Developer: PALM DESERT DEVELOPMENT COMPANY  
Attention: Danavon L. Horn, President  
P.O. Box 3958  
Palm Desert, California 92261

ATTACHMENT A



**9. Default.** Failure by either party to perform one or more of its duties as provided in this Agreement shall constitute an event of default under this Agreement. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the action required to cure the default.

**10. Remedies for Breach of Agreement.** In the event of an uncured default under this Agreement, the sole remedy of the nondefaulting party shall be to terminate this Agreement. Following such termination, neither party shall have any further rights, remedies or obligations under this Agreement. Neither party shall have any liability to the other for monetary damages or specific performance for the breach of this Agreement, or failure to reach agreement on a DDA, and each party hereby waives and releases any such rights or claims it may otherwise have at law or at equity. Furthermore, the Developer knowingly agrees that it shall have no right to specific performance for conveyance of, nor to claim any right of title or interest in the Property or any portion thereof.

**11. Termination.** This Agreement shall: (i) automatically terminate at the time(s) set forth in Section 1(b) above, and (ii) terminate prior to the time(s) set forth in Section 1(b) above in the event the Developer shall fail to perform its obligations hereunder to the reasonable satisfaction of the Executive Director; provided that prior to termination under part (ii) of this paragraph 11, the Agency shall provide the Developer with notice of any failure to perform and ten (10) days in which to cure. In addition, the parties agree that if either party shall determine that it is infeasible to proceed with the Basic Development Concept or if the development of the Property, consistent with such Basic Development Concept, does not appear to either party to be economically sound and feasible, either party may, upon ten (10) days' written notice to the other party, terminate this Agreement. Upon termination of this Agreement, whether upon expiration of the Negotiation Period or otherwise, both Parties knowingly agree that neither Party shall have any further rights or remedies to the other and the Developer shall have no rights in respect to the Property.

**12. Time of Essence.** Time is of the essence of every portion of this Agreement in which time is a material part. During the Negotiation Period the time periods set forth in this Agreement for the performance obligations hereunder shall apply and commence upon a complete submittal of the applicable information or occurrence of an applicable event. In no event shall an incomplete submittal by the Developer trigger any of the Agency's obligations of review, approval and/or performance hereunder; provided, however that the Agency shall notify the Developer of an incomplete submittal as soon as is practicable and in no event later than the applicable time set forth for the Agency's action on the particular item in question. Thus, the parties agree that the requirements hereunder may occur and be completed in a shorter time frame than set forth herein.

**13. Real Estate Commissions.** The Agency shall not be liable for any real estate commission or brokerage fees which may arise with respect to this Agreement or the Property.

**14. Developer Not an Agent.** The Developer is not an agent of the Agency or the City.

**15. Press Releases.** The Developer agrees to discuss any press releases with the Executive Director prior to disclosure in order to assure accuracy and consistency of the information.

**16. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their

predecessors in interest with respect to all or any part of the subject matter hereof (including without limitation the May Agreement and the November Agreement).

**17. Agreement Does Not Constitute Development Approval.** The Agency reserves final discretion and approval as to any DDA and all proceedings and decisions in connection therewith. This Agreement shall not be construed as a grant of development rights or land use entitlements to construct the Proposed Development or any other project. All design, architectural, and building plans for the Proposed Development shall be subject to the review and approval of the Agency and the City. By its execution of this Agreement, the Agency is not committing itself to or agreeing to undertake the disposition of the Property or other real property to the Developer, or any other acts or activities requiring the subsequent independent exercise of discretion by the Agency, the City, or any agency or department thereof.

**18. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California.

**19. Implementation of Agreement.** The Agency shall maintain authority to implement this Agreement through the Executive Director (or his or her duly authorized representative). The Executive Director shall have the authority to issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of the Agency so long as such actions do not materially or substantially change the uses or concept of the Proposed Development, or add to the costs or risks incurred or to be incurred by the Agency as specified herein, and such interpretations, waivers and/or amendments may include extensions of time to perform. All other materials and/or substantive interpretations, waivers, or amendments shall require the collective consideration, action and written consent of the governing board of the Agency.

**NOW THEREFORE**, the Parties have executed this Negotiation Agreement as of the date and year first set forth above.

**AGENCY:**

**THE COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF MORENO  
VALLEY**, a public body corporate and politic

By: \_\_\_\_\_  
William L. Bopf  
Its: Interim Executive Director

**APPROVED AS TO FORM:**

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

**DEVELOPER:**

**PALM DESERT DEVELOPMENT COMPANY**, a  
California corporation

By: \_\_\_\_\_  
Danavan L. Horn  
Its: CFO

**EXHIBIT "A"**

**MAP**



**MINUTES - REGULAR MEETING OF MARCH 23, 2010  
(Report of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.2**


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Community Development Department  
Planning Division

## MEMORANDUM

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To: Mayor Flickinger and City Council Members  
From: Kyle Kollar, Community Development Director   
Date: April 12, 2010  
Subject: Revisions to City Council Resolution No. 2010-21 for Public Hearing Item E.1  
cc: Agenda packet distribution list

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Planning staff received an inquiry in response to the newspaper notice for the public hearing for Item E.1. The caller had concerns with the proposal to increase maximum allowable density for residential development within the Residential/Office (R/O) designation.

Following that inquiry, Planning reviewed the proposed General Plan Amendment and the policies listed under Objective 2.4 of the General Plan, and with this memorandum staff recommends the approval of revised City Council Resolution 2010-21 and Exhibit A to that resolution to more accurately represent the intent of the General Plan Amendment (both documents have been attached to this memo for reference).

The staff report and City Council Resolution 2010-21 currently propose to amend the General Plan by increasing the density of the Residential/Office (R/O) designation from a maximum of 15 dwelling units per acre to 30 dwelling units per acre results. This would result in intensification in land use that was not the original intent of creating mixed use development opportunities. Staff is now recommending no change to the Residential/Office (R/O) designation. This would allow for a General Plan designation that is consistent with development under the MUD1 zone and not result in changes in density for properties that are currently designated Residential/Office.

Instead, staff now recommends increasing the maximum density for the Mixed-Use (MU) designation from 20 dwelling units per acre to 30 dwelling units per acre. Increasing the density for the MU designation would allow for a General Plan designation that is consistent with development under the MUD2 zone.

The only properties within the City of Moreno Valley with the MU designation are located in the Moreno Highlands Specific Plan or the Village Plan, each of which has their own development criteria governing maximum density. Future development of mixed use outside of these specific plan areas would require approval of a General Plan Amendment

to establish the MU designation and allow the Council to review potential impacts resulting from a change in land use designation through individual applications.

Additionally, the findings for City Council Resolution 2010-21 were revised to better reflect approval of the General Plan Amendment.

jb

Attachments/Enclosures

c: PA10-0004

W:\Planning\jeffreyb\2010\PA10-0004\CC Memo – Revisions to CC resolution 04-12-10



RESOLUTION NO. 2010-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT (PA10-0004) TO REVISE POLICY 2.4.5 BY CHANGING THE MAXIMUM DENSITY FOR THE MIXED-USE (MU) DESIGNATION FROM 20 TO 30 DWELLING UNITS PER ACRE.

WHEREAS, the City of Moreno Valley has filed an application requesting an amendment to the City's General Plan requesting an amendment to the City's General Plan which proposes revisions to General Plan Objective 2.4, Policy 2.4.5, as described in the title of this resolution.

WHEREAS, there is hereby imposed on the associated development projects certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the associated development projects are subject to certain fees, dedications, reservations and other exactions as provided herein;

WHEREAS, the project will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15305, as a Class 5 Categorical Exemption;

WHEREAS, on February 25, 2010, the Planning Commission of the City of Moreno Valley held a meeting to consider a General Plan Amendment (PA10-0004). At said meeting, the Planning Commission recommended approval of General Plan Amendment (PA10-0004) to the City Council, and;

WHEREAS, on April 13, 2010, the City Council of the City of Moreno Valley held a public hearing to consider the consider the General Plan Amendment contained within this Resolution;

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

WHEREAS, all of the facts set forth in this Resolution are true and correct.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS WITH RESPECT TO PA10-0004

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council finds that:

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

FACT: The project proposes a General Plan Amendment to change the density for the Mixed-Use land use from 20 to 30 dwelling units per acre will not conflict with the goals, objectives, policies or programs of the General Plan.

2. Health, Safety and Welfare – The proposed general plan amendment will not be detrimental to the public health, safety or welfare.

FACT: Although the proposed amendment will be effective citywide, it addresses minor land use matters and does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley or surrounding jurisdictions. As a minor alteration to land use limitations, the General Plan Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2010-\_\_\_\_\_ approving PA10-0004, as shown on the attachments included as Exhibit A.

2 Resolution No.2010-\_\_\_\_\_  
Date Adopted: \_\_\_\_\_

APPROVED AND ADOPTED this 13<sup>th</sup> day of April, 2010.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

# Exhibit A

## CHAPTER 9 – GOALS AND OBJECTIVES MORENO VALLEY GENERAL PLAN

### Objective 2.4

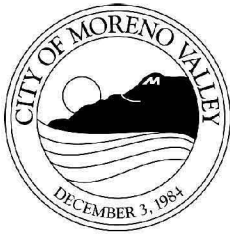
Provide commercial areas within the City that are conveniently located, efficient, attractive, and have safe and easy pedestrian and vehicular circulation in order to serve the retail and service commercial needs of Moreno Valley residents and businesses.

#### Policies:

- 2.4.1 The primary purpose of areas designated **Commercial** is to provide property for business purposes, including, but not limited to, retail stores, restaurants, banks, hotels, professional offices, personal services and repair services. The zoning regulations shall identify the particular uses permitted on each parcel of land, which could include compatible noncommercial uses. Commercial development intensity should not exceed a Floor Area Ratio of 1.00 and the average floor area ratio should be significantly less.
- 2.4.2 The commercial area located at the intersection of **Alessandro Boulevard and Redlands Boulevard** shall provide for commercial land uses that are compatible with the historical, small town nature of the original Moreno town site. The zoning regulations shall identify the particular uses permitted on each parcel of land, which could include compatible noncommercial uses.
- 2.4.3 The commercial area located on the **north side of State Route 60 at the intersection of Moreno Beach Drive** shall provide for the establishment of commercial land uses that serve the daily needs of the surrounding residential neighborhood and the traveling public. It is not intended to serve the needs of the region for goods, services, entertainment or recreation. The zoning regulations shall identify the particular uses and type of development permitted on each parcel, which could include office uses and compatible noncommercial uses.
- 2.4.4 An overlay district limiting land uses to those that are supportive and compatible with medical uses shall be established around the **Riverside County Regional Medical Center and the Moreno Valley Community Hospital**. The zoning regulations shall identify the particular uses and type of development permitted on each parcel.
- 2.4.5 The primary purpose of locations designated **Mixed-Use** on the Moreno Valley General Plan Land Use map is to provide for the establishment of commercial and office uses and/or residential developments of up to 30 ~~20~~ dwelling units per acre. The zoning regulations shall identify the particular uses and type of development permitted on each parcel. Overall development intensity should not exceed a floor area ratio of 1.00.
- 2.4.6 The primary purpose of areas designated **Residential/Office** on the Moreno Valley General Plan Land Use map is to provide areas for the establishment of office-based working environments or residential developments of up to 15 dwelling units per acre. The zoning regulations shall identify the particular uses and type of residential development permitted on each parcel of land. Overall development intensity should not exceed a Floor Area Ratio of 1.00.

- 2.4.7 The primary purpose of areas designated **Office** is to provide for office uses, including, administrative, professional, legal, medical and financial offices. The zoning regulations shall identify the particular uses permitted on each parcel of land, which could include limited non-office uses that support and are compatible with office uses. Development intensity should not exceed a Floor Area Ratio of 2.00 and the average intensity should be significantly less.
- 2.4.8 Orient commercial development toward pedestrian use. Buildings should be designed and sited so as to present a human-scale environment, including convenient and comfortable pedestrian access, seating areas, courtyards, landscaping and convenient pedestrian access to the public sidewalk.
- 2.4.9 Require reciprocal parking and access agreements between individual parcels where practical.
- 2.4.10 Design internal roadways so that direct access is available to all structures visible from a particular parking area entrance in order to eliminate unnecessary vehicle travel, and to improve emergency response.
- 2.4.11 The commercial area located in the vicinity of the intersection of Gilman Springs Road and Jack Rabbit Trail shall provide those commercial support activities necessary and/or incidental to adjacent recreational uses and emphasize tourist-oriented activities and retail services. Recreation-oriented residential land use types may be appropriate to the extent that they are incidental to and complement the recreational character of the area. At such time as the area is annexed to the City, the zoning regulations shall identify the particular uses permitted on each parcel of land.

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>WJB</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Kyle Kollar, Community Development Director

**AGENDA DATE:** April 13, 2010

**TITLE:** A public hearing on a Municipal Code Amendment (PA07-0005) and a General Plan Amendment (PA10-0004) related to mixed use development. The Municipal Code Amendment proposes changes to various chapters in Title 9 including the Permitted Uses Table 9.02.020-1 along with the creation of two new code sections establishing development criteria for mixed use development in the MUD1 and MUD2 zones and the addition of a definition for the "Live/work unit" land use. The General Plan Amendment proposes to revise Policy 2.4.6 by changing the maximum density for the Residential/Office (R/O) designation from 15 to 30 dwelling units per acre.

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### RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing for the action taken by the Planning Commission on February 25, 2010, recommending approval of Municipal Code Amendment PA07-0005 and General Plan Amendment (PA10-0004), and subsequent to the public hearing:

1. **RECOGNIZE** that applications PA07-0005 (Municipal Code Amendment) and PA10-0004 (General Plan Amendment) will not have a significant effect on the environment and are therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15305, Minor Alterations to Land Use Limitations, as Class 5 Categorical Exemptions; and
2. **INTRODUCE** Ordinance No. 810 thereby **APPROVING** Municipal Code Amendment PA07-0005, based on the findings in the City Council Ordinance; and

3. **ADOPT** City Council Resolution No. 2010-21 thereby **APPROVING** General Plan Amendment PA10-0004, based on the findings in the City Council Resolution.

### **ADVISORY BOARD/COMMISSION DECISION**

The Planning Commission at its February 25, 2010, meeting approved Planning Commission Resolution No. 2010-05 by a of 7-0 vote, recommending that the City Council recognize that Municipal Code Amendment PA07-0005 and General Plan Amendment PA10-0004 are exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15305, as a Class 5 Categorical Exemptions and thereby approve the Municipal Code Amendment and General Plan Amendment.

### **BACKGROUND**

As a follow up to the introduction of mixed use in the General Plan Update in 2006, staff has developed two new land use districts to establish development criteria for mixed use development.

A staff report describing the establishment of mixed use zoning districts for the City of Moreno Valley was presented to the City Council and the Planning Commission at a combined study session on January 19, 2010. Following a discussion of the concept, staff was given direction to schedule the proposed Municipal Code Amendment for a Planning Commission public hearing.

### **PROJECT DESCRIPTION**

The project includes applications for a Municipal Code Amendment and a General Plan Amendment.

The Municipal Code Amendment proposes the following revisions to Title 9:

- Chapter 9.01 – MUD1 and MUD2 zones being added to Section 9.01.090;
- Chapter 9.02 – Revisions to Permitted Uses Table 9.02.020-1;
- Chapter 9.07 – MUD1 zone being added as Section 9.07.090;
- Chapter 9.07 – MUD2 zone being added as Section 9.07.100; and
- Chapter 9.15 – “Live/work unit” definition being added to the definitions.

The General Plan Amendment proposes to revise Policy 2.4.6 by changing the maximum density for the Residential/Office (R/O) designation from 15 to 30 dwelling units per acre



## **Municipal Code Amendment**

### **Chapter 9.01**

The Mixed Use Development 1 (MUD1) and Mixed Use Development 2 (MUD2) zoning districts are being added to the list of zoning districts in Section 9.01.090. The revisions to Chapter 9.01 are referenced in Exhibit A.

### **Chapter 9.02**

Revisions to the Permitted Uses Table in Section 9.02.020-1 of the Municipal Code were presented to the Planning Commission on July 2007. These revisions were later adopted by the City Council in May 2008.

These revisions included combining many support retail uses into one classification labeled “support retail uses” and combining many retail uses into one classification labeled “retail sales” in order to simplify the table and provide greater clarity. This revision also resulted in the adoption of two new definitions for “support retail sales” and “retail sales” which are now included in Section 9.15.030 (Definitions) of the Municipal Code.

Staff is recommending further fine-tuning of Table 9.02.020-1 by removing individual uses that meet the office, support retail sales, retail sales or other existing definitions. Attachment 7 shows all the uses to be removed from the permitted use table as stricken text. The following is a list of uses recommended for deletion:

- Attorneys
- Auto Cellular Phone Sales and Installation
- Barber and Beauty Shops
- Golf Cart Sale and Service
- Monument and Tombstone Sales
- Swimming Pools and Spa Sales and service including outdoor display

The permitted uses table has also been revised to remove notes or text that accompany some of the listed uses and to add the Live/work unit as a land use. Attachment 7 shows all the notes or text to be removed from the permitted use table as stricken text. The following is a list of recommended changes:

- Automobile, Motorcycle, Truck, Golf Cart, Recreational Vehicle and Boat Sales and Incidental Minor Repairs and Accessory Installations
- Auto Supply Stores (~~includes installation~~)
- Business Supply Stores  
~~Including bulk sales~~  
~~Including furnishings~~
- Drapery Shops  
~~With manufacture of drapes~~  
~~With manufacture of drapery hardware~~
- Dry Cleaning or Laundry
  - a. ~~Pickup only~~ Dry Cleaning
  - b. ~~Self-service~~ Laundromat

- c. ~~Commercial with fleet storage~~ Laundry Commercial
  - Live/work unit

Staff also recommends amending Table 9.02.020-1 of Section 9.02.020 by adding the “MUD1” and “MUD2” zones to the permitted use table. Attachment 7 shows the addition of the MUD1 and MUD2 zones, and the land uses which would be allowed under each of these zones as permitted or conditional uses, as underlined text.

Finally, the permitted uses table was also revised to correct the numbering for the footnote attached to the “Wholesale, Storage and Distribution” use, and the Zoning District Key was revised to include allowable density for the RS-10, R10, R15, and R20 zones and to add the MUD1 and MUD1 zones to the list. Attachment 7 shows the revisions as described above as underlined text.

## **Chapter 9.07**

### **Background**

The General Plan currently references and encourages the concept of mixed use development. At this time, only limited specific plan areas within the City (Village at Sunnymead and Moreno Highlands) are zoned for mixed use development.

General Plan Objective 2.4 states that the City shall, “Provide commercial areas within the City that are conveniently located, efficient, attractive, and have safe and easy pedestrian and vehicular circulation in order to serve the retail and service commercial needs of Moreno Valley residents and businesses.”

This portion of the General Plan describes mixed use development in the following subsections:

- Objective 2.4.5 – The primary purpose of locations designated **Mixed-Use** on the Moreno Valley General Plan Land Use map is to provide for the establishment of commercial and office uses and/or residential developments of up to 20 dwelling units per acre. The zoning regulations shall identify the particular uses and type of development permitted on each parcel. Overall development intensity should not exceed a floor area ratio of 1.00.
- Objective 2.4.6 – The primary purpose of areas designated **Residential/Office** on the Moreno Valley General Plan Land Use map is to provide areas for the establishment of office-based working environments or residential developments of up to 15 dwelling units per acre. The zoning regulations shall identify the particular uses and type of residential development permitted on each parcel of land. Overall development intensity should not exceed a Floor Area Ratio of 1.00.

The creation of the new mixed use districts would provide opportunities for future development that would achieve the objectives of the City of Moreno Valley’s General Plan.

### California Climate Change Legislation

California Assembly Bill (AB) 32 requires the Air Resources Board (ARB) to develop regulations and market mechanisms to reduce California's greenhouse gas (GHG) emissions to their 1990 levels by 2020. Greenhouse gases such as carbon dioxide are widely believed to contribute to global warming and other forms of climate change.

Recently adopted California Senate Bill (SB) 375 addresses the question of how land use and transportation are connected to climate change. SB 375 has three goals: (1) to use the regional transportation planning process to help achieve Assembly Bill 32 goals; (2) to use CEQA streamlining as an incentive to encourage residential projects which help achieve AB 32 goals to reduce Greenhouse Gas emissions (GhGs); and (3) to coordinate the regional housing needs allocation process with the regional transportation planning process.

Mixed use zoning would have the added benefit of encouraging a type of development that is complimentary to achieving the goals of AB 32.

### Mixed Use Development zoning districts

The following is an overview of the two proposed zones:

#### Section 9.07.090 Mixed Use Development 1 (MUD1)

The MUD1 is intended to encourage the development and redevelopment of specific areas of the City into pedestrian-oriented environments by permitting a combination of commercial, office, service, entertainment, and residential uses within these areas. While office development is the primary intent of the MUD1 zone, it is anticipated that the addition of a residential component as a secondary use will increase the level of activity in these areas and provide better linkage and compatibility with adjacent residential neighborhoods. This district would act as transition or buffer zone between high activity commercial areas and residential districts.

This zone allows for a maximum density of 15 dwelling units per acre. If a parcel in the MUD1 zone is not located along an arterial or greater street, then the first floor may be developed with a residential use. However, if the parcel is located along an arterial street or greater, it is the intent of this district to limit the first floor to office or service commercial uses. Residential uses are permitted with office uses on a separate parcel or in a separate structure, as part of the same structure (office in front, residence in the back, for example), and/or as a mixed use large scale development

The intensity of non-residential uses in the MUD1 zone is comparable to the VOR zone of the Village Specific Plan and the City's BP and BPX zones. Permitted and conditional uses for the MUD1 zone are based on uses allowed in the VOR, BP and BPX zones.

Examples of permitted non-residential uses within the MUD1 zone include athletic clubs, banks, business supplies, daycare, dry cleaning, laundry, medical offices and laboratories, private schools, personal services, and restaurants.

#### Section 9.07.100 Mixed Use Development 2 (MUD2)

The intent of the MUD2 is the development of pedestrian oriented shopping areas with smaller, service related and specialty types of businesses with an allowance for residential as a secondary land use to the primary commercial use. MUD2 development is intended to occur along arterials or greater streets or in areas of high density development. The addition of a residential component is intended to increase the level of activity in commercial areas and provide better linkages and compatibility with adjacent residential neighborhoods.

This zone allows for a maximum density of 30 dwelling units per acre. Residential uses are permitted when integrated with commercial uses, in the same or a separate structure on a single parcel, or on a separate parcel as part of a larger mixed use development.

Non-residential uses shall occur on the first floor facing the public right-of-way. Residential uses may occur above the first floor and/or be located away from the public right-of-way.

The intensity of non-residential uses in the MUD2 zone is comparable to the VCR and CC zones of the Village Specific Plan and the City's NC, CC, and VC zones. Permitted and conditional uses for the MUD2 zone are based on uses allowed in the above listed zones.

Examples of permitted non-residential uses within the MUD2 zone include appliance repair, arcades, athletic clubs, auto supply stores, bakeries, bowling alley, business supplies, catering, convenience stores, daycare, private schools, restaurants, and theaters.

Please see Attachment 2 for a copy of the ordinance which includes the proposed Municipal Code sections and Attachment 7 for a copy of the amended permitted uses table.

#### **Chapter 9.15**

Mixed use zones provide the opportunity for residents to live in close proximity to their work place. To further the options of even closer proximity between home and work, staff is proposing the addition of "live/work unit" as a permitted use in both the MUD1 and MUD2 zones.

A live/work unit would be defined as a residential dwelling unit where there is one or more rooms containing working space located within, adjacent to, or near the residential unit, and one or more individuals living in the residential unit regularly use the working space to earn their livelihood, usually in professional or design related activities.

As noted previously, the permitted table has been amended to add the live/work unit land use. Attachment 7 shows the revisions as described above as underlined text. Chapter 9.15 Definitions has also been revised by adding a definition for 'live/work units'. This new definition will be placed alphabetically in Section 9.15.030 between the definitions for "Lighting (Minimum Maintained)" and "Livestock".

### **General Plan Amendment**

The proposed General Plan Amendment would result in a revision to Objective 2.4, Policy 2.4.6 by changing the density for the Residential/Office (R/O) designation from 15 to 30 dwelling units per acre. This change would allow for a maximum density that is compatible with the density proposed by the MUD2 zone.

### **DISCUSSION**

Planning staff has developed two new mixed use zoning districts. The two existing mixed use districts in the Village Specific Plan – VOR (Village Office Residential) and VCR (Village Commercial Residential) were used as a starting point for the new districts. Staff also reviewed mixed use districts from Riverside, Redlands, Claremont and other cities for added perspective and ideas. The result is a hybrid that is similar but enhanced version of the Village districts.

Mixed use development provides additional lifestyle options for current and future residents of the City. Surveys by the Western Riverside Council of Governments indicate a significant interest in the more urban lifestyles provided in mixed use projects, especially among young adults and senior citizens, two groups that will expand in size as the City adds employment and the general population ages. Mixed use development also supports the viability of transit corridors by providing more activity and potential riders within close proximity.

Mixed Used development of the type intended under the MUD1 and MUD2 is allowed under the VOR and VCR zones of the Village Specific Plan. Mixed use can occur both horizontally (side by side) or vertically (one on top of the other).

Please see Attachment 10 for examples of mixed use development in other communities.

### **Planning Commission Public Hearing**

A Planning Commission public hearing for the project was conducted on February 25, 2010. There was one speaker at this meeting. Wayne Peterson of the Highland Fairview company stated their support of the creation of mixed use zoning districts. He also recommended allowing for more flexibility in the development standards for the two proposed mixed use zones.

Following public testimony, the Planning Commissioners briefly discussed the project. Commissioner Riechers recommended some minor corrections. The Planning Commission then voted unanimously to recommend that the City Council approve the Municipal Code Amendment and the General Plan Amendment.

## **ENVIRONMENTAL**

Although the proposed Municipal Code Amendment will be effective citywide, it addresses minor land use matters and does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley.

As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

## **ALTERNATIVES**

1. The City Council could deny the project. If denial of the project is chosen, it is recommended that the item be continued in order to complete the necessary resolution and findings for a denial.
2. The City Council could approve the project.
3. The City Council could modify the project as presented.
4. The City Council could refer the project back to the Planning Commission with direction.

## **FISCAL IMPACT**

Not applicable.

## **CITY COUNCIL GOALS**

Not applicable.

## **SUMMARY**

The project includes two applications. A Municipal Code Amendment to modify the Permitted Uses Table and create two new code sections in Title 9, to establish development standards for mixed use development in the MUD1 and MUD2 zones. A General Plan Amendment is also proposed to revise Policy 2.4.6 by changing the density for the Residential/Office (R/O) designation from 15 to 30 dwelling units per acre.

## **NOTIFICATION**

A display notice was published in the newspaper and a public notice was posted at required City locations. As of the date of report preparation, staff had received no public inquiries in response to the noticing for this project.

**ATTACHMENTS/EXHIBITS**

1. Public Hearing Notice
2. Ordinance for Municipal Code Amendment
3. Resolution for General Plan Amendment
4. Planning Commission Staff Report dated February 25, 2010 (excluding exhibits)
5. Planning Commission Minutes for Item #720 from February 25, 2010 Meeting
6. Revisions to Municipal Code Chapter 9.01
7. Revisions to Municipal Code Chapter 9.02
8. Revisions to Municipal Code Chapter 9.15
9. Definitions for Office, Support Retail Sales and Retail Sales from Municipal Code Section 9.15.030
10. Examples of mixed use development

Prepared By:  
 Jeff Bradshaw  
 Associated Planner

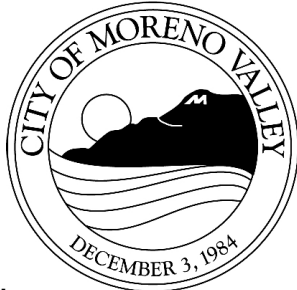
Department Head Approval:  
 Kyle Kollar  
 Community Development Director

Concurred By:  
 John C. Terell, AICP  
 Planning Official

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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## NOTICE OF CITY COUNCIL PUBLIC HEARING

THE CITY COUNCIL WILL CONSIDER AN AMENDMENT (PA07-0005) TO THE CITY OF MORENO VALLEY MUNICIPAL CODE AND AN AMENDMENT (PA10-0004) TO THE GENERAL PLAN. THE MUNICIPAL CODE AMENDMENT PROPOSES TO CREATE TWO NEW MIXED USE ZONING DISTRICTS (MUD1 AND MUD2) AND TWO NEW CODE SECTIONS (9.07.090 AND 9.07.100) TO ESTABLISH STANDARDS AND CRITERIA FOR MIXED-USE DEVELOPMENT. THE MUNICIPAL CODE AMENDMENT ALSO PROPOSES TO REVISE PERMITTED USES TABLE 9.02.020-1 TO ELIMINATE SPECIFIC OFFICE, SUPPORT RETAIL, AND RETAIL USES WHICH ARE DUPLICATED OR ARE SIMILAR TO EXISTING USES LISTED IN THE TABLE. THE PERMITTED USES TABLE HAS ALSO BEEN REVISED TO CORRECT FOOTNOTES, TO ADD DENSITY TO THE ZONING DISTRICT KEY, AND TO ADD THE MIXED USE DISTRICT 1 (MUD1) AND MIXED USE DISTRICT 2 (MUD2) TO THE TABLE. THE GENERAL PLAN AMENDMENT PROPOSES TO CHANGE THE MAXIMUM DENSITY FOR THE RESIDENTIAL/OFFICE (R/O) LAND USE DESIGNATION FROM 15 TO 30 DWELLING UNITS PER ACRE.

The Municipal Code Amendment (PA07-0005) proposes the following revisions to Title 9:

- Chapter 9.01 – MUD1 and MUD2 zones being added to Chapter 9.01;
- Chapter 9.02 – Revisions to the Permitted Uses Table 9.02.020-1;
- Chapter 9.07 – MUD1 zone being added as Section 9.07.090;
- Chapter 9.07 – MUD2 zone being added as Section 9.07.010; and
- Chapter 9.15 – “Live/work unit” definition being added to the definitions.

The General Plan Amendment proposes a change to the following section:

- Objective 2.4, Policy 2.4.6 – change maximum density for R/O

As a minor alteration to land use limitations, the Municipal Code Amendment and General Plan Amendment are determined to be exempt under California Environmental Quality Act, 2009 Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

The City Council may consider modifications or alternatives to the amendment or the environmental determination. The amendment is proposed to be exempt under California Environmental Quality Act Guidelines Section 15061 as defined by Section 15378.

Any person interested in the proposed project may contact Jeff Bradshaw at (951) 413-3224 or at the Community Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday).

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council on or before the following meeting date:

**Tuesday, April 13, 2010  
6:30 P.M.  
City Council Chamber  
14177 Frederick Street  
Moreno Valley, CA 92552-0885**

ATTACHMENT 1

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ORDINANCE NO. 810

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION PA07-0005 AMENDING THE MUNICIPAL CODE TO MAKE CHANGES TO CHAPTERS 9.01, 9.02, 9.07 AND 9.15 AND INTRODUCE TWO NEW MIXED USE DEVELOPMENT ZONING DISTRICTS.

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

SECTION 1. PRIOR ENACTMENTS REPEALED:

1.1 All prior enactments of the City, which are in conflict with this Ordinance, are hereby repealed, effective upon the date which this Ordinance becomes effective and operative.

SECTION 2: FINDINGS

2.1 With respect to the proposed Municipal Code Amendment, and based upon substantial evidence presented to the City Council during the public hearing on April 13, 2010, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

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

FACT: The project proposes changes to Chapters 9.01, 9.02, 9.07 and 9.15 of the Municipal Code and the introduction of two new mixed used development zoning districts that are consistent with and intended to implement the concept of mixed use as stated in the General Plan Update in 2006. The proposed Municipal Code Amendment is consistent with and does not conflict with the goals, objective, policies or programs of the General Plan.

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

FACT: The proposed Municipal Code Amendment will not adversely affect the public health, safety or general welfare. As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption. No land use changes on specific parcels of land are included in the proposed Municipal Code Amendment.

ATTACHMENT 2

3. Conformance with Title 9 – The proposed Municipal Code Amendment is consistent with the purposes and intent of Title 9.

FACT: The proposed amendment meets all applicable Municipal Code requirements. As proposed, the amendment is consistent with the purposes and intent of Title 9.

SECTION 3 MUNICIPAL CODE AMENDED:

3.1 Chapter 9.01 of Title 9 of the City of Moreno Valley Municipal Code is hereby revised as follows:

“Chapter 9.01 ADMINISTRATION

9.01.090 Zoning Districts.

A. Districts Created. In order to provide a uniform basis for regulating the use of land, buildings and structures, and to establish minimum site development regulations and performance standards applicable to sites within the city, the city is divided into the following districts:

1. Residential Districts.
  - a. Rural residential (RR) district;
  - b. Hillside residential (HR) district;
  - c. Residential 1 (R1) district (forty thousand (40,000) square feet minimum lot size);
  - d. Residential 2 (R2) district (twenty thousand (20,000) square feet minimum lot size);
  - e. Residential agriculture 2 (RA2) district (twenty thousand (20,000) square feet minimum lot size);
  - f. Residential 3 (R3) district (ten thousand (10,000) square feet minimum lot size);
  - g. Residential 5 (R5) district (seven thousand two hundred (7,200) square feet minimum lot size);
  - h. Residential 10 (R10) district;
  - i. Residential 15 (R15) district;
  - j. Residential 20 (R20) district;
  - k. Residential 30 (R30) district;
  - l. Residential single-family 10 (RS10) district.
2. Mixed Use Districts.
  - a. Mixed Use Development 1 (MUD1) district;
  - b. Mixed Use Development 2 (MUD2) district.
3. Commercial Districts.
  - a. Neighborhood commercial (NC) district;
  - b. Community commercial (CC) district;
  - c. Village commercial (VC) district;
  - d. Tourist recreation commercial (TRC) district;
  - e. Office commercial (OC) district;
  - f. Office (O) district.
4. Employment Districts.

- a. Business park (BP) district;
- b. Business park-mixed use (BPX) district;
- c. Industrial (I) district.
- 5. Open Space and Agricultural Districts.
  - a. Open space (OS) district;
  - b. Agriculture (AG) district.
- 6. Special Districts.
  - a. Public (P) district;
  - b. Specific plan (SP) district, precise zoning adopted separately and reflected on zoning atlas;
  - c. Medical use overlay (MUO) district;
  - d. Airport installation compatibility use zone (AICUZ);
  - e. Outdoor advertising display overlay (OADO).

Parenthesis ( ) following district name is abbreviation appearing on zoning atlas maps.

#### B. Adoption of Official Zoning Atlas.

1. The boundaries of the zoning districts established pursuant to subsection A of this section are delineated upon that certain map(s) entitled "Official Zoning Atlas of the city of Moreno Valley," sometimes referred to as the "zoning map." The zoning atlas, together with all pages, legends, notations, references, boundaries, and other information thereon, is attached to and incorporated by reference in the ordinance adopting this title and is incorporated into this title by reference.

2. A copy of the official zoning atlas shall be kept on file with the city clerk and community development director and shall be made available to the public. Changes in the boundaries of any district shall be made by ordinance pursuant to Section 9.02.050 of this title, and shall be reflected on the official zoning atlas. The community development director shall be responsible for keeping official records relative to zoning atlas amendments.

#### C. Determination of Zoning District Boundaries.

1. Wherever a lot or site is divided by the boundary between districts, the regulations applicable within each district shall apply to each portion of the site situated in a separate district.

2. The following rules shall apply for determining the boundaries of any district on the zoning atlas:

a. Although zoning district boundaries depicted on the official zoning atlas may follow street or other right-of-way boundary lines, the district boundary shall not be construed to be the right-of-way boundary. The centerline of the right-of-way shall be the district boundary;

b. In unsubdivided property, where a district boundary divides a lot, the location of the district boundary, unless the same shall be indicated by dimensions, shall be determined by use of the scale appearing on the zoning atlas;

c. A symbol or symbols indicating the classification of property on the zoning atlas shall in each instance apply to the whole of the areas within the zoning district boundaries;

d. Where a public street, alley or right-of-way is officially vacated or abandoned, the regulations applicable to abutting property shall apply equally to each half of such vacated or abandoned street, alley or right-of-way adjacent to that abutting property.

(Ord. 797 § 2.1, 2009; Ord. 726 § 4.1, 2006; Ord. 694 § 1.1 (part), 2005; Ord. 671 § 2, 2004; Ord. 564 § 2.2, 2000; Ord. 475 § 1.4 (part), 1995; Ord. 468 § 1.1, 1995; Ord. 359 (part), 1992)”

3.2 Chapter 9.02 of Title 9 of the City of Moreno Valley Municipal Code is hereby revised as follows:

**9.02.020 Permitted uses**

The following tables contain columns with headings identifying zoning districts, and list uses by indicating the zoning district or districts in which each use is permitted or allowed and whether the stated use is permitted subject to district requirements, or whether the stated use is allowed only after obtaining a conditional use permit. Where the table indicates, a use is allowed with conditional use permit, unless otherwise expressly provided, all district uses and other standards and requirements shall apply.

Permitted Uses Table 9.02.020-1																								
	H	R	R	R	R	R	R	R	R	R	M	M	N	C	V	O	O	P	I	L	B	B	O	
	R	R	A	2	3	S	1	1	2	U	U	C	C	C	C	C	C	C	C	C	C	C	C	C
		1	2			1	0	5	0	1	2													
Adult Businesses															A	A	A			A	A	A	A	
Agricultural Uses—Crops Only	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Agricultural (involving structures)																					X			
Aircraft Landing Facilities															C	C	C	C						
Ambulance Service															◆				◆	X	X	X	X	
Amusement Parks, Fairgrounds															◆					X				
Animal Raising (see Section 9.09.090 of this title)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Appliance Repair Shops													X	X	X					X	X		X	
Arcades, Video Machines												◆	◆	X	◆									
Athletic Clubs and Spas											X	X	X	X	X					X	X	X	X	
Auction Houses															X									X
Auditoriums												◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆

Permitted Uses Table 9.02.020-1																																																																											
X -	Indicates stated use is permitted subject to district requirements.																																																																										
C -	Indicates stated use is allowed with a conditional use permit.																																																																										
◆ -	Indicates a use is permitted unless the use is located three hundred (300) feet or less from a residential zone or use, in which case the use is allowed with a conditional use permit. However, the expansion of an existing general manufacturing use is allowed without a conditional use permit regardless of its distance from residential zones or residential uses.																																																																										
A -	Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.																																																																										
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				2				1	0	5	0	1	2																																																														
Auto Electronic Accessories and Installation															X					X	X		X																																																				
Automobile Fleet Storage																				X	X																																																						
Automobile, Motorcycle, Truck, Golf Cart, Recreational Vehicle and Boat Sales and Incidental Minor Repairs and Accessory Installations															◆					X	X																																																						
Auto Service Stations Accessory uses include convenience store and car wash Minor repairs to include auto/boat/motorcycle/RV (excludes major repair, paint, body work)															◆	◆	◆	◆	◆	◆	◆	◆	◆	◆																																																			
Automotive, Boat, Motorcycle and RV Repair—Minor—includes brake, muffler and tire installation and repair															◆	X				X	X		X																																																				
Automotive Paint and Body Repair—Major Engine Overhaul															◆					X																																																							
Auto Rentals															X						X	X	X																																																				
Auto Supply Stores														X	X	X				X	X		X																																																				
Bakery Shops														X	X	X	X						X																																																				
Bakery—Commercial																				X																																																							
Banks—Financial Institutions												X	X	X	X	X	X	X				X	X																																																				
Barber and Beauty Colleges												X	X	X	X	X						X	X																																																				
Boat Sales New and Used Including Repairs and Accessory Installation															◆					X																																																							

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				2				1	0	5	0	1	2																																																														
Boarding and Rooming Houses									X	X	X	X																																																															
Bowling Alley													X	X	X																																																												
Building Material Sales With outdoor storage															◆					X	X																																																						
Building Material Storage Yards																				X																																																							
Bus, Rail and Taxi Stations																																																																											
Business Equipment Sales (includes repairs)											X	X	X	X	X	X	X						X																																																				
Business Schools											X	X	X	X	X	X				X	X	X	X	X																																																			
Business Supply Stores											X	X	X	X	X				X	X		X																																																					
Cabinet Shop																				X	X	X	X																																																				
Caretakers Residence <sup>1</sup>	C	C	C	C	C	C	C	C	C	C	C	C	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆																																																			
Car Wash Accessory to auto related use															X	X				X																																																							
Catering Service													X	X	X							X	X																																																				
Cemetery (Human or Pet) With or Without Accessory Mortuary and Cremation Services (Minimum 10-acre site required)	C	C	C	C	C	C	C	C	C	C	C	C																																																															
Churches <sup>2</sup>	C	C	C	C	C	C	C	C	C	C	C	C	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆																																																			

<sup>1</sup> Do not consider residential use per distance requirement.  
<sup>2</sup> The administrative plot plan process may be used to establish these uses in an existing building within any commercial or industrial zone, even if the project is located adjacent to residential uses or zones.

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	R	R	1	A	2	3	5	S	1	2	U	U	C	C	C	C						
								0	5	0	1	2										
Clubs								◆	◆	◆	◆	◆	◆	◆	◆	◆						C
Commercial Radio or Television Stations																						
With on-site antenna														◆					◆	◆	◆	◆
Without on-site antenna													X						X	X	X	X
Communications Facilities	(See Section 9.09.040 of this title)																					
Computer Sales											X	X	X	X	X				X	X	X	X
With service and repairs											X	X	X	X	X				X	X	X	X
Service and repair only											X	X	X	X	X				X	X	X	X
Contractors Storage Yard																			X			
Convalescent Homes/Assisted Living								C	C	C	C	◆	◆	◆	◆	◆	◆					
Convenience Stores																						
With or without drive-through												X	X	X								
With alcohol sales												◆	◆	◆								
Convention Hall, Trade Show, Exhibit Building with Incidental Food Services														◆	◆	◆				◆	◆	
Copy Shops											X	X	X	X	X	X	X		X	X	X	X
Country Club	C	C	C	C	C	C	C	C	C	C												
Dancing, Art, Music and Similar Schools											X	X	X	X	X	X				X	X	X
Day Care Centers	C	C	C	C	C	C	C	C	C	C	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆

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	R	R	1	A	2	3	5	S	1	2	U	U	C	C	C	C						
								0	5	0	1	2										
Delicatessens											X	X	X	X	X	X			X	X	X	
Diaper Supply Service																						
Laundry with fleet storage																			X			
Disposal company																			X			
Drapery Shops											X	X	X	X								
Dressmaking Shops											X	X	X	X								
Driving School											X	X	X	X	X	X			X	X	X	
Drug Stores											X	X	X	X								
Dry Cleaning or Laundry											X	X	X	X	X	X					X	
a. Dry Cleaning											X	X	X	X	X	X					X	
b. Laundromat											X	X	X	X	X	X						
c. Laundry Commercial																			X	X		
Electronic and TV Repair Shop											X	X	X	X					X	X	X	
Equestrian Centers, Riding Academies, Commercial Stables Including Incidental Sales of Feed and Tack	C	C	C	C	C									◆							C	
Exterminators																			X	X	X	
Feed and Grain Stores													X	X	X							
Fire and Police Stations	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Floor Covering Stores (may include incidental repairs with installation service)											X	X	X						X			



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	R	R	1	A	2	3	5	S	1	1	2	U	U	C	C	C								
								0	1	0	5	0	1	2										
Fraternity/Sorority																								
Frozen Food Locker																				X	X			
Gasoline Dispensing Non-retail accessory to an auto-related use															X				X	X	X	X		
Glass Shops and Glass Studios –Stained, etc.														X	X	X			X	X		X		
Golf Courses or Golf Driving Ranges With Incidental Commercial Uses	C	C	C	C	C	C	C	C	C	C	C												◆	
Gymnasiums													X	X	X	X							X	
Handicapped Housing								X	X	X	X	C	C											
Health Club, Spa												X	X	X	X								X	
Heavy Equipment Sales and Rentals													X						X	X				
Homeless Shelters													C		C	C	X	C					C	
Hospitals														◆	◆	◆						C	C	C
Hotels																								
a. With 20% or less of the units containing kitchens												C	X		X	C			X	X	X			
b. With over 20% of the units containing kitchens												C	C		C	C			C	C	C			
Ice Cream Stores – Including Yogurt Sales												X	X	X	X	X	X						X	
Impound Yards																			X					
Jewelry Stores													X	X	X	X								
Kennel and Catteries	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	◆	◆	◆	◆	C				

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	R	R	1	A	2	3	5	S	1	1	2	U	U	C	C	C							
								0	1	0	5	0	1	2									
Laboratories (medical and dental)												X	X	X	X	X	X	X	X	X	X	X	X
Libraries	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Liquor Stores														◆	◆	◆							
Live/work unit												X	X										
Locksmith Shops													X	X	X	X			X	X	X	X	
Lodge Halls and Similar Facilities													◆	◆	◆	◆	◆					◆	◆
Lumbeyards														X						X			
Mail Order House														X					X	X	X	X	
Manufacturing and Assembly																							
a. Custom and light manufacturing indoor uses only (50,000 square feet or less), with light truck traffic, on-site and wholesaling of goods produced																			X	X	X	X	
Manufacturing and Assembly																							
b. Custom and light manufacturing indoor uses only (more than 50,000 square feet), with light truck traffic, on-site and wholesaling of goods produced																			X	X			
c. General manufacturing with frequent truck traffic and/or outdoor equipment or storage																			X	X			
d. Retail sales of goods produced or warehoused on-site <sup>3</sup>																			X	X	X	X	

<sup>3</sup> Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).

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Medical Clinics/Medical Care													X	X	X	X	X	X	X	X	X	X
Inpatient Care													X	X	X	X	X	X	X	X	X	X
Urgent Care													X	X	X	X	X	X	X	X	X	X
Mobile Home Parks	C	C	C	C	C	C	C	C	C	C	C											
Mobile Home Sales or Rentals (Outdoor Display)														X								
Mortuaries																						
With cremation services				C	C	C	C	C	C	C	C	C	◆	◆	◆					X	X	
No cremation services																				X	X	
Museums	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Newspaper and Printing Shops													X	X	X				X	X	X	X
Nursery, (Plant) Wholesale and distribution	X	X	X	X															X	X		X
Offices (Administrative and Professional)												X	X	X	X	X	X	X	X	X	X	X
Open Air Theaters																		C				C
Orphanages	C	C	C	C	C	C	C	C	C	C	C											
Painting Contractor																				X	X	
Parcel Delivery Terminals																			X	X	X	X
Parking Lot												C	C	C	X	X	C				X	
Parks and Recreation Facilities (Public)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Personal Services (e.g., nail salons, massage establishment, barber and beauty shops, and tattoo parlors)												X	X	X	X	X	X				X	

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Pharmacy <sup>4</sup>													X	X	X	X	X					
Photo Studios													X	X	X	X	X					X
Plumbing Shops														X								X
Plumbing Supply Stores for Contractors																				X	X	X
Pool Hall													◆	◆	◆							
Postal Services													X	X	X	X	X			X	X	X
Pottery Sales with Outdoor Sales													X	X	X	X			X			X
Public Administration, Buildings and Civic Centers													X	X	X	X	X	X	X	X	X	X
Public Utility Stations, Yards, Wells and Similar Facilities, Excluding Offices	C	C	C	C	C	C	C	C	C	C	C	◆	◆	◆	◆	◆	◆	◆	X	X	◆	◆
Racetracks																	C					
Record Store													X	X	X	X						
Recording Studio													X	X	X	X	X	X	X	X	X	X
Recreational Facilities (Private) such as Tennis Club, Polo Club, With Limited Associated Incidental Uses	C	C	C	C	C	C	C	C	C	C	C	◆	◆	◆	◆							
Recycling, Large Collection Facility <sup>5</sup>																				X	X	
Recycling, Small Collection Facility													X	X	X	X	X					

<sup>4</sup> Permitted in the OC and VOR districts only as a support medical office facility.

<sup>5</sup> Large collection facilities may be established within an existing building through the "tenant improvement" process if such building or tenant space occupied by the use is not located adjacent to a residential use or zone.

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				2				1	0	5	0	1	2										
Recycling Processing Centers																			X	X	X	X	
Refreshment Stands												X	X	X	X	X	X	X	X	X	X	X	
Rental Service														X	X	X	X				X	X	X
Within an enclosed structure (furniture, office, party supplies)														X	X	X	X				X	X	X
With outdoor storage and display (vehicles, equipment, etc.)														◆	◆						X	X	
Research and Development												X				X	X		X	X	X	X	
Residential																							
Single-family	X	X	X	X	X	X	X	X	X	X	X	X	X										
Multifamily											X	X	X	X									
Residential																							
Manufactured home park (see mobile home parks)																							
Residential Care Facility (for 7 or more persons)	C	C	C	C	C	C	C	C	C	C	C												
Restaurants (Eating and Drinking Establishments)																							
With entertainment																							
Without entertainment												X	X	X	X	X	X						X
With alcoholic beverage sales												X	X	X	X	X	X						X
With outdoor seating												X	X	X	X	X							X
Restaurants (Fast-Food)																							
With drive-through																							◆
Without drive-through												X	X	X									X
Retail Sales												X	X	X	X								
Support Retail Sales											X					X							

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	R	R	1	A	2	3	5	S	1	1	2	U	U	C	C	C							
				2				1	0	5	0	1	2										
Sandwich Shops <sup>6</sup>												X	X	X	X	X	X <sup>6</sup>						
Schools, Private	C	C	C	C	C	C	C	C	C	C	C	◆	◆	◆	◆	◆	◆					◆	◆
Senior Housing	X	X	X	X	X	X	X	X	X	X	X	X	X			X	X						
Shoe Shine Stands												X	X	X	X	X	X					X	X
Shoe Repair Shop												X	X	X	X								
Sign Shop												X	X	X	X				X	X	X	X	
Skating Rinks															X								
Stationery Stores												X	X	X	X	X						X	X
Statue Shop																							
Outdoor display																					X	X	
Storage Lots and Mini-Warehouses																							
Indoor															C						X		
Outdoor															C						X		
Swim Schools/Center With Incidental Commercial Uses	C	C	C	C	C	C	C	C	C	C	C				X								
Taxidermist															X						X	X	
Theaters (excludes open air)													X	X	X								
Tire Recapping																					X		
Trade and Vocational Schools												X	X	X	X	X					X	X	X

<sup>6</sup> Sandwich shops shall not have cooking hoods, nor shall they exceed five percent of the gross floor area of the complex where they are located.

Permitted Uses Table 9.02.020-1																									
X -	Indicates stated use is permitted subject to district requirements.																								
C -	Indicates stated use is allowed with a conditional use permit.																								
◆ -	Indicates a use is permitted unless the use is located three hundred (300) feet or less from a residential zone or use, in which case the use is allowed with a conditional use permit. However, the expansion of an existing general manufacturing use is allowed without a conditional use permit regardless of its distance from residential zones or residential uses.																								
A -	Indicates a use is permitted with an adult business use permit, providing the requirements of Section 9.09.030 of this title are met.																								
	H R	R R	R 1	R A	R 2	R 3	R 5	R S	R 1	R 1	R 2	M U	M U	N C	N C	V C	O C	O	P	I	L	B	B	O	
Transfer, Moving and Storage Facilities																						X	X		
Truck Wash																						X	X		
Upholstery Shops																X						X	X	X	
Vehicle Storage Yards																									
Indoor																X						X	X		
Outdoor																C						X	X		
Vending Machine Service and Repair																						X	X	X	X
Veterinarian (including animal hospital)																									
All activities within an enclosed structure															X	X	X							X	X
With outdoor activities																								◆	◆
Weight Reduction Center													X	X	X	X	X	X							
Wholesale, Storage, and Distribution																									
All activities indoors (50,000 square feet or less)																						X	X	X	X
All activities indoors (more than 50,000 square feet)																						X	X		
All activities outdoors																						X			
Retail sales of goods warehoused on-site <sup>7</sup>																						X	X	X	X
Wrecking Yard																						◆			

<sup>7</sup> Retail is limited to fifteen (15) percent of gross floor area (see Section 9.05.040 of this title).

Zoning District Key

HR	Hillside Residential District
RR	Rural Residential District
R1	Residential 1 District (40,000 square feet minimum lot size)
RA2	Residential Agriculture 2 (20,000 square feet minimum lot size)
R2	Residential 2 District (20,000 square feet minimum lot size)
R3	Residential 3 District (10,000 square feet minimum lot size)
R5	Residential 5 District (7,200 square feet minimum lot size)
RS10	Residential Single-Family 10 District (4,500 square feet minimum lot size)
R10	Residential 10 District (Up to 10 Dwelling Units per net acre)
R15	Residential 15 District (Up to 15 Dwelling Units per net acre)
R20	Residential 20 District (Up to 20 Dwelling Units per net acre)
MUD1	Mixed Use District 1 (Up to 15 Dwelling Units per net acre)
MUD2	Mixed Use District 2 (Up to 30 Dwelling Units per net acre)
NC	Neighborhood Commercial District
CC	Community Commercial District
VC	Village Commercial District
OC	Office Commercial District
O	Office District
P	Public District
I	Industrial District
LI	Light Industrial District
BP	Business Park District
BPX	Business Park-Mixed Use District
OS	Open Space District

(Ord. 693 § 2 (part) (Exh. A), 2005; Ord. 684 § 2 (part), 2005; Ord. 655 § 2, 2004; Ord. 613 § 6, 2002; Ord. 604 § 2.1, 2002; Ord. 590 § 2 (part), 2001; Ord. 575 § 2.2 (part), 2000; Ord. 567 § 2, 2000; Ord. 558 § 2, 2000; Ord. 540 § 1.1, 1998; Ord. 528 § 1.7, 1997; Ord. 513 § 1.1, 1997; Ord. 508 § 1.2, 1996; Ord. 488 § 1.2, 1996; Ord. 474 § 1.1, 1995; Ord. 468 § 1.2, 1995; Ord. 464 § 1.1, 1995; Ord. 449 § 1.1, 1995; Ord. 433 § 1.1, 1994; Ord. 398 §§ 1.6, 1.8, 1993; Ord. 386 § 1.1, 1993; Ord. 359 (part), 1992)

3.3 Chapter 9.07 of Title 9 of the City of Moreno Valley Municipal Code is hereby revised as follows:

“Chapter 9.07.090 MIXED USE DISTRICT 1

A. Purpose and Intent. It is the purpose of this chapter to provide regulations which implement those goals, objectives, and policies of the General Plan regarding mixed-use development within the city. This chapter is also to serve residents and businesses through the establishment of a well-defined pattern of mixed use areas which are conveniently located, efficient and attractive, with safe pedestrian and vehicular circulation.

The intent of the Mixed Use District 1 (MUD1) is to create a zone which allows for office, support commercial and residential uses. This mixed use zone will provide for enhancement of each component – residential, office or support commercial – and the opportunity to develop each use or mix uses in various combinations.

MUD1 has been established to encourage the development and redevelopment of specific areas of the City into quality, dynamic, pedestrian-oriented environments by permitting a combination of commercial, office, service, entertainment, and residential uses within these areas. In the MUD1 district, new development shall emphasize the interface between uses and pedestrian connections in addition to site aesthetics and amenities. All development shall be constructed in a manner that provides interaction between adjacent uses whether the uses are part of the same development or are located in adjacent development within the same district. The landscaping, placement of street furniture, lighting and similar amenities shall be such that it will enhance the pedestrian quality of the mixed-use development. Building design should provide for “informal” surveillance of shared areas by residents, business tenants, and uses of the development.

If a parcel in the MUD1 zone is not located along an arterial or greater street, then the first floor may be developed with a residential use. However, if the parcel is located along an arterial street or greater, it is the intent of this district to limit the first floor to office or service commercial uses. While the office development remains the primary intent, it is anticipated that the addition of a residential component as a secondary use will increase the level of activity in these areas and provide better linkage and compatibility with adjacent residential neighborhoods. Overall development intensity should not exceed a Floor Area Ratio of 1.00. (GP 9.2.4.6)

Residential uses are permitted with office uses on a separate parcel or in a separate structure, as part of the same structure (office in front, residence in the back, for example), and/or as a mixed use large scale development. It allows for expansion in the number of residential units on a parcel with existing residences, heretofore prohibited because of the office-only designation.

B. In addition to the above, the MUD1 is intended to achieve the following purposes:

1. To provide appropriately located areas for compatible non-residential uses to enhance and serve adjacent residential neighborhoods;
2. To provide flexibility for the development of vertical and horizontal mixed uses;
3. To ensure and maintain a high quality of life;
4. To provide adequate light, air, privacy, open space, and protection from objectionable noise and odors;
5. To provide adequate open space, off-street parking and loading areas to meet the needs of the mixed-use development;
7. To provide compatibility between non-residential uses and adjoining residential uses; and
8. To ensure high standards of site planning, architecture and landscape design for mixed-use development within the city. (Ord. 359 (part), 1992)

C. Permitted uses for the MUD1. Unless otherwise expressly provided in this title; permitted uses are limited to those described in the permitted uses Table 9.02.020-1 in Section 9.02.020 of this title. (Ord 359 (part), 1992)

D. MUD1 site development standards. The following table sets forth minimum site development standards for the district. All sites shall conform to the dimensions set forth in this section. A development may, however, be a combination of many parcels totaling at least the minimum required site size, as long as its design is integrated and unified. In addition, projects must comply with the special requirements enumerated in Section 9.07.090.E, the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies, and programs.

**Table 9.07.090  
Mixed Use District 1 Site Development Standards**

<b>Requirement</b>	<b>MUD1</b>
1. Maximum density	15 units per acre
2. Minimum site area	1 acre
3. Minimum site width	100 feet
4. Minimum site depth	100 feet
5. Front building setback <sup>1</sup>	20 feet <sup>2</sup>
6. Street side building setback <sup>1</sup>	20 feet <sup>2</sup>
7. Side yard building setback <sup>3</sup>	10 feet
8. Rear yard building setback <sup>3</sup>	20 feet
9. Maximum floor area ratio <sup>4</sup>	1.00
10. Maximum building and structure height	50 feet
11. Minimum distance between buildings <sup>5</sup>	10 feet
12. Residential Open Space	See special requirements
13. Parking setbacks	Minimum 20 feet front and street side yard; minimum 10 feet rear yard and side yard See also 9.07.100.E.4 and E5

14. Setback landscaping	All setbacks exclusive of required walkways and driveways will be landscaped planting areas.
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<sup>1</sup>Measured from property line after dedications for public rights-of-way.

<sup>2</sup>Subject to site plan review, it may be possible to reduce the front setback to ten feet for buildings other than front facing garages.

<sup>3</sup>See Section 9.08.030 regarding accessory structures.

<sup>4</sup>Calculations of FAR shall not include underground parking.

On legal lots of record existing immediately prior to the date of adoption of this title, and which otherwise comply with all other provisions in this title and with all land use regulations existing immediately prior to adoption of this title, if any such lots contain less than the minimum depths required by this section they need not provide a front building setback or landscaping greater than twenty (20) percent of the depth of the property (excluding right-of-way area). The creation of new lots within these districts shall conform to these minimum dimensions, except in the case of condominium lots or lots within an integrated center containing shared parking and access, in which case no minimums are established. Parcels created within integrated centers are exempt from the site development standards stated herein, as they relate to minimum site areas, and minimum lot width and depth, as long as a conceptual development plan for the entire center has been developed and approved and easements for reciprocal access, parking and maintenance are provided.

E. Special Requirements

1. Wherever a lot in any mixed-use districts abuts a lot in any residential district, a minimum setback equal to the building height but not less than ten (10) feet shall be required. A minimum of ten (10) feet nearest the district boundary line shall be landscaped.

2. Where off-street parking areas or drive-through aisles are situated so as to be visible from any street, screening in the form of a landscaped earthen berm, shrubs or decorative wall three feet in height shall be erected between the street and the parking area.

3. In all mixed-use districts, required front building and street side setback areas shall be landscaped. Such landscaping shall consist of plant materials except for necessary walks and drives.

4. Permitted uses shall be required to meet the City's parking requirements per Municipal Code Section 9.11, unless a parking study is approved by the community development director. Shared parking is encouraged.

5. Required parking for mixed use development may be determined by a parking study approved by the community development director. The parking study shall demonstrate the benefit of shared parking and overall parking reduction.

6. Visitor parking may share the required parking provided for non-residential uses.

7. Tandem parking shall not be permitted except for residential uses where more than one space has been provided per unit.

8. A minimum of 150 square feet of private open space shall be provided per downstairs residential unit and a minimum of 100 square feet of private open space per upstairs residential unit. A minimum of 300 square feet of useable active common open space shall be provided per residential dwelling unit in the project. Required common

open space within a mixed use project shall be designed primarily for the use of the residential component.

9. Architecture and design shall rely on color and materials to preserve a sense of place. While the architecture and design are not restricted to one style, they are required to be compatible with adjoining development. At least two elements from the architectural list and three from the accent list shall be included in the design of each project:

a. Architectural Elements

- i. Balconies and/or decks
- ii. Towers
- iii. Recessed window openings
- iv. Lattice/covered walkways
- v. Plazas and/or fountains

b. Accent Elements

- i. Awnings
- ii. Decorative windows
- iii. Window box planters
- iv. Benches, seating walls and other street furniture
- v. Raised planters, flower pots, hanging pots
- vi. Pedestrian scale lighting in plazas, walkways, etc.
- vii. Decorative pavement treatments at entries, pedestrian walkways, and/or

plazas

10. Except as otherwise specified in this section, structures shall be constructed either on the property line or be set back at least three feet from the rear or interior side property line.

11. A wider sidewalk may be permitted to the building face in lieu of landscaping to provide for pedestrian activities, outdoor dining, and view sheds into commercial projects. Street furniture, plazas, planters, enhanced paving and the like are amenities to be located in this area.

12. Semi-private and private spaces shall be clearly defined. Public and semi-private space shall be configured to maximize visibility and access.

13. Separate primary access points, circulation and parking should be provided for commercial and residential uses where possible. These access points should be visible from the street.

14. On corner sites, a side street residential entry or entries should be provided. At mid-block, residential entries should be separate and distinct from retail or office entries or lobbies.

15. Mixed use projects may be subject to noise impacts from vehicular and pedestrian traffic as well as from adjacent commercial activity. The residential component of the mixed use should orient bedrooms away from noise sources where possible. Sound-deadening construction materials and techniques shall be used where necessary.

16. In courtyard projects, common open space shall serve for circulation, as a buffer between structures, and as a source of daylight and air to courtyard facing rooms. Common rooftop decks above the second floor are permitted.

17. Common open space in residential projects shall include plant materials (trees, shrubs, ground cover) and gathering places such as a "tot lot" or tables or benches.



18. Landscaping for the residential component of a mixed use project shall include screening at the property line at the first and second floor levels to provide privacy from or for neighboring sites.

19. Landscaping shall be provided adjacent to rear drive aisles or walk ways to buffer adjacent uses.

20. The project design shall consider privacy for the residential component with respect to other residential units, passersby, and adjacent development:

- a. Windows, balconies and decks should be oriented to direct view or overlook of adjacent residential uses, and they should be designed to maximize sunlight into units;
- b. In mixed use areas, minimum setbacks (see Table 9.07.090) shall be maintained for the first story of a residential use (except a stairway) from the front property line.

21. Off-street parking and loading areas for non-residential uses shall be designed to minimize impact on residential components. Such areas shall be located away from the residences and/or screened effectively from any adjacent residential uses. Depending on the specific site, this may include covered parking to minimize noise and visual impacts to dwelling units above, and screen walls, gates and landscaping along travel ways to reduce impacts on adjacent dwelling units.

22. If a parcel in the MUD1 zone is not located along an arterial or greater street, then the first floor may be developed with a residential use. However, if the parcel is located along an arterial street or greater, the first floor shall be limited to office or service commercial uses

(Ord. 643 § 2.1, 2003; Ord. 616 §§ 2.2.3, 2.2.4, 2003; Ord. 590 § 2 (part), 2001; Ord. 560 § 2.1, 2000; Ord. 497 § 1.4, 1996; Ord. 359 (part), 1992)”

2.4 Chapter 9.07 of Title 9 of the City of Moreno Valley Municipal Code is hereby revised as follows:

“Chapter 9.07.100 MIXED USE DISTRICT 2

A. Purpose and Intent. It is the purpose of this chapter to provide regulations which implement those goals, objectives, and policies of the General Plan regarding mixed-use development within the city. This chapter is also to serve residents and businesses through the establishment of a well-defined pattern of mixed use areas which are conveniently located, efficient and attractive, with safe pedestrian and vehicular circulation.

The intent of the Mixed Use District 2 (MUD2) is the development of pedestrian oriented shopping areas with smaller, service related and specialty types of businesses with an allowance for residential as a secondary land use to the primary commercial use. MUD2 development is intended to occur along arterials or greater streets or in areas of high density development. The addition of a residential component is intended to increase the level of activity in commercial areas and provide better linkages and compatibility with adjacent residential neighborhoods. Overall development intensity should not exceed a floor area ratio of 1.00. (GP 9.2.4.5)

The MUD2 district has been established to encourage the development and redevelopment of specific areas of the City into quality, dynamic, pedestrian-oriented environments by permitting a combination of commercial, office, service, entertainment, and residential uses within these areas. In the MUD2 district, new development shall emphasize the interface between uses and pedestrian connections in addition to site aesthetics and amenities. All development shall be constructed in a manner that provides interaction between adjacent uses whether the uses are part of the same development or are located in adjacent development within the same district. The landscaping, placement of street furniture, lighting and similar amenities shall be such that it will enhance the pedestrian quality of the mixed-use development. Building design should provide for “informal” surveillance of shared areas by residents, business tenants, and uses of the development.

Residential uses are permitted when integrated with commercial uses, in the same or a separate structure on a single parcel, or on a separate parcel as part of a larger mixed use development. The addition of, or expansion in, the number of residential units on a parcel with existing residences is also permitted.

The underlying focus of the MUD2 is the enhancement of commercial uses with residential uses as a secondary use. Therefore, non-residential uses shall occur on the first floor facing the public right-of-way. Residential uses may occur above the first floor and/or be located away from the public right-of-way.

B. In addition to the above, the MUD2 is intended to achieve the following purposes:

1. To provide appropriately located areas for compatible non-residential uses to enhance and serve adjacent residential neighborhoods;
2. To provide flexibility for the development of vertical and horizontal mixed uses;
3. To ensure and maintain a high quality of life;
4. To provide adequate light, air, privacy, open space, and protection from objectionable noise and odors;
5. To provide adequate open space, off-street parking and loading areas to meet the needs of the mixed-use development;
6. To provide compatibility between non-residential uses and adjoining residential uses; and
7. To ensure high standards of site planning, architecture and landscape design for mixed-use development within the city. (Ord. 359 (part), 1992)

C. Permitted uses for the MUD2. Unless otherwise expressly provided in this title; permitted uses are limited to those described in the permitted uses Table 9.02.020-1 in Section 9.02.020 of this title. (Ord 359 (part), 1992)

D. MUD2 site development standards. The following table sets forth minimum site development standards for the district. All sites shall conform to the dimensions set forth in this section. A development may, however, be a combination of many parcels totaling at least the required minimum site size, as long as its design is integrated and unified. In addition, projects must comply with the special requirements enumerated in

Section 9.07.100.E, the performance standards included in Chapter 9.10 and any other applicable city ordinances, policies, and programs.

**Table 9.07.100  
Mixed Use District 2 Site Development Standards**

<b>Requirement</b>	<b>MUD2</b>
1. Maximum density	30 units per acre
2. Minimum site area	1 acre
3. Minimum site width	100 feet
4. Minimum site depth	100 feet
5. Front building setback <sup>1</sup>	Minimum 0 feet with an average of 10 feet required
6. Street side building setback <sup>1</sup>	Minimum 0 feet with an average of 10 feet required
7. Minimum interior side yard building setback	0 or 5 feet
8. Minimum rear yard building setback	10 feet -see special requirements
9. Maximum floor area ratio <sup>2</sup>	1.00
10. Maximum building and structure height	50 feet
11. Minimum distance between buildings <sup>3</sup>	10 feet
123. Residential Open Space	See special requirements
13. Parking setbacks	Minimum 20 feet front and street side yard; minimum 10 feet rear yard and side yard See also 9.07.100.E.4 and E5
14. Setback landscaping	All setbacks exclusive of required walkways and driveways will be landscaped planting areas.

<sup>1</sup>Measured from property line after dedications for public rights-of-way.

<sup>2</sup>Calculations of FAR shall not include underground parking.

<sup>3</sup>See Section 9.08.030 regarding accessory structures.

On legal lots of record existing immediately prior to the date of adoption of this title, and which otherwise comply with all other provisions in this title and with all land use regulations existing immediately prior to adoption of this title, if any such lots contain less than the minimum depths required by this section they need not provide a front building setback or landscaping greater than twenty (20) percent of the depth of the property (excluding right-of-way area). The creation of new lots within these districts shall conform to these minimum dimensions, except in the case of condominium lots or lots within an integrated center containing shared parking and access, in which case no minimums are established. Parcels created within integrated centers are exempt from the site development standards stated herein, as they relate to minimum site areas, and minimum lot width and depth, as long as a conceptual development plan for the entire center has been developed and approved and easements for reciprocal access, parking and maintenance are provided.

E. Special Requirements

1. Wherever a lot in any mixed-use districts abuts a lot in any residential district, a minimum setback equal to the building height but not less than ten (10) feet shall be required. A minimum of ten (10) feet nearest the district boundary line shall be landscaped.

2. Where off-street parking areas or drive-through aisles are situated so as to be visible from any street, screening in the form of a landscaped earthen berm, shrubs or decorative wall three feet in height shall be erected between the street and the parking area.

3. In all mixed-use districts, required front and street side building setback areas shall be landscaped. Such landscaping shall consist of plant materials except for necessary walks and drives.

4. Permitted uses shall be required to meet the City's parking requirements per Municipal Code Section 9.11, unless a parking study is approved by the community development director. Shared parking is encouraged.

5. Required parking for mixed use development may be determined by a parking study approved by the community development director. The parking study shall demonstrate the benefit of shared parking and overall parking reduction.

6. Visitor parking may share the required parking provided for non-residential uses.

7. Tandem parking shall not be permitted except for residential uses where more than one space has been provided per unit.

8. A minimum of 150 square feet of private open space shall be provided per downstairs residential unit and a minimum of 100 square feet of private open space per upstairs residential unit. A minimum of 300 square feet of useable active common open space shall be provided per residential dwelling unit in the project. Required common open space within a mixed use project shall be designed primarily for the use of the residential component.

9. Architecture and design shall rely on color and materials to preserve a sense of place. While the architecture and design are not restricted to one style, they are required to be compatible with adjoining development. At least two elements from the architectural list and three from the accent list shall be included in the design of each project:

a. Architectural Elements

- i. Balconies and/or decks
- ii. Towers
- iii. Recessed window openings
- iv. Lattice/covered walkways
- v. Plazas and/or fountains

b. Accent Elements

- i. Awnings
- ii. Decorative windows
- iii. Window box planters
- iv. Benches, seating walls and other street furniture
- v. Raised planters, flower pots, hanging pots
- vi. Pedestrian scale lighting in plazas, walkways, etc.

vii. Decorative pavement treatments at entries, pedestrian walkways, and/or plazas

10. Except as otherwise specified in this section, structures shall be constructed either on the property line or be set back at least three feet from the rear or interior side property line.

11. A wider sidewalk may be permitted to the building face in lieu of landscaping to provide for pedestrian activities, outdoor dining, and view sheds into commercial projects. Street furniture, plazas, planters, enhanced paving and the like are amenities to be located in this area.

12. Semi-private and private spaces shall be clearly defined. Public and semi-private space shall be configured to maximize visibility and access.

13. Separate primary access points, circulation and parking should be provided for commercial and residential uses where possible. These access points should be visible from the street.

14. On corner sites, a side street residential entry or entries should be provided. At mid-block, residential entries should be separate and distinct from retail or office entries or lobbies.

15. Mixed use projects may be subject to noise impacts from vehicular and pedestrian traffic as well as from adjacent commercial activity. The residential component of the mixed use should orient bedrooms away from noise sources where possible. Sound-deadening construction materials and techniques shall be used where necessary.

16. In courtyard projects, common open space shall serve for circulation, as a buffer between structures, and as a source of daylight and air to courtyard facing rooms. Common rooftop decks above the second floor are permitted.

17. Common open space in residential projects shall include plant materials (trees, shrubs, ground cover) and gathering places such as a “tot lot” or tables and benches.

18. Landscaping for the residential component of a mixed use project shall include screening at the property line at the first and second floor levels to provide privacy from or for neighboring sites.

19. Landscaping shall be provided adjacent to rear drive aisles or walk ways to buffer adjacent uses.

20. The project design shall consider privacy for the residential component with respect to other residential units, passersby, and adjacent development:

- a. Windows, balconies and decks should be oriented to direct view or overlook of adjacent residential uses, and they should be designed to maximize sunlight into units;
- b. In mixed use areas, minimum setbacks (see Table 9.07.100) shall be maintained for the first story of a residential use (except a stairway) from the front property line.

21. Off-street parking and loading areas for non-residential uses shall be designed to minimize impact on residential components. Such areas shall be located away from the residences and/or screened effectively from any adjacent residential uses. Depending on the specific site, this may include covered parking to minimize noise and visual impacts to dwelling units above, and screen walls, gates and landscaping along travel ways to reduce impacts on adjacent dwelling units.

22. MUD2 development shall occur along arterials or greater streets or in areas of high density development. Residential uses are not permitted on the first floor for parcels facing an arterial or greater street.

(Ord. 643 § 2.1, 2003; Ord. 616 §§ 2.2.3, 2.2.4, 2003; Ord. 590 § 2 (part), 2001; Ord. 560 § 2.1, 2000; Ord. 497 § 1.4, 1996; Ord. 359 (part), 1992)”

3.5 Chapter 9.15 of Title 9 of the City of Moreno Valley Municipal Code is hereby revised by adding a definition for ‘live/work units’. This new definition will be placed alphabetically in Section 9.15.030 between the definitions for “Lighting (Minimum Maintained)” and “Livestock” as follows:

“Chapter 9.15 DEFINITIONS

9.15.030 Definitions.

Lighting (Minimum Maintained). “Minimum maintained lighting” means a method of measuring light at the ground level.

“Live/work unit” means a residential dwelling unit where there is one or more rooms containing working space located within, adjacent to, or near the residential unit, and one or more individuals living in the residential unit regularly use the working space to earn their livelihood, usually in professional or design related activities.

“Livestock” means and includes cows, bulls, calves and heifers, except pigs.”

SECTION 4: EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

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

APPROVED AND ADOPTED this \_\_\_\_\_ day of April, 2010.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

ORDINANCE JURAT

[Clerk's office will prepare]

**[NOTE: Any attachments or exhibits to this ordinance should follow this jurat.]**



RESOLUTION NO. 2010-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING A GENERAL PLAN AMENDMENT (PA10-0004) TO REVISE POLICY 2.4.6 BY CHANGING THE MAXIMUM DENSITY FOR THE RESIDENTIAL/OFFICE (R/O) DESIGNATION FROM 15 TO 30 DWELLING UNITS PER ACRE.

WHEREAS, the City of Moreno Valley has filed an application requesting an amendment to the City's General Plan requesting an amendment to the City's General Plan which proposes revisions to General Plan Objective 2.4, Policy 2.4.6 to I, as described in the title of this resolution.

WHEREAS, there is hereby imposed on the associated development projects certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that the associated development projects are subject to certain fees, dedications, reservations and other exactions as provided herein;

WHEREAS, the project will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15305, as a Class 5 Categorical Exemption;

WHEREAS, on February 25, 2010, the Planning Commission of the City of Moreno Valley held a meeting to consider a General Plan Amendment (PA10-0004). At said meeting, the Planning Commission recommended approval of General Plan Amendment (PA10-0004) to the City Council, and;

WHEREAS, on April 13, 2010, the City Council of the City of Moreno Valley held a public hearing to consider the consider the General Plan Amendment contained within this Resolution;

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

WHEREAS, all of the facts set forth in this Resolution are true and correct.

ATTACHMENT 3

1 Resolution No.2010-\_\_\_\_\_  
Date Adopted: \_\_\_\_\_

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS WITH RESPECT TO PA10-0004

Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council finds that:

1. Conformance with General Plan Policies – The proposed general plan amendment is not consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The project proposes a General Plan Amendment to change the density for the Residential/Office land use from 15 to 30 dwelling units per acre will not conflict with the goals, objectives, policies or programs of the General Plan.

2. Health, Safety and Welfare – The proposed general plan amendment will be detrimental to the public health, safety or welfare.

FACT: Although the proposed amendment will be effective citywide, it addresses minor land use matters and does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley or surrounding jurisdictions. As a minor alteration to land use limitations, the General Plan Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2010-\_\_\_\_\_. approving PA10-0004, as shown on the attachments included as Exhibit A.

2 Resolution No.2010-\_\_\_\_\_  
Date Adopted: \_\_\_\_\_

APPROVED AND ADOPTED this 13<sup>th</sup> day of April, 2010.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

[Clerk's office will prepare]

**[NOTE: Any attachments or exhibits to this resolution should follow this jurat.]**

# Exhibit A

## CHAPTER 9 – GOALS AND OBJECTIVES MORENO VALLEY GENERAL PLAN

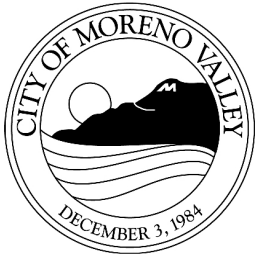
### Objective 2.4

Provide commercial areas within the City that are conveniently located, efficient, attractive, and have safe and easy pedestrian and vehicular circulation in order to serve the retail and service commercial needs of Moreno Valley residents and businesses.

#### Policies:

- 2.4.1 The primary purpose of areas designated **Commercial** is to provide property for business purposes, including, but not limited to, retail stores, restaurants, banks, hotels, professional offices, personal services and repair services. The zoning regulations shall identify the particular uses permitted on each parcel of land, which could include compatible noncommercial uses. Commercial development intensity should not exceed a Floor Area Ratio of 1.00 and the average floor area ratio should be significantly less.
- 2.4.2 The commercial area located at the intersection of **Alessandro Boulevard and Redlands Boulevard** shall provide for commercial land uses that are compatible with the historical, small town nature of the original Moreno town site. The zoning regulations shall identify the particular uses permitted on each parcel of land, which could include compatible noncommercial uses.
- 2.4.3 The commercial area located on the **north side of State Route 60 at the intersection of Moreno Beach Drive** shall provide for the establishment of commercial land uses that serve the daily needs of the surrounding residential neighborhood and the traveling public. It is not intended to serve the needs of the region for goods, services, entertainment or recreation. The zoning regulations shall identify the particular uses and type of development permitted on each parcel, which could include office uses and compatible noncommercial uses.
- 2.4.4 An overlay district limiting land uses to those that are supportive and compatible with medical uses shall be established around the **Riverside County Regional Medical Center and the Moreno Valley Community Hospital**. The zoning regulations shall identify the particular uses and type of development permitted on each parcel.
- 2.4.5 The primary purpose of locations designated **Mixed-Use** on the Moreno Valley General Plan Land Use map is to provide for the establishment of commercial and office uses and/or residential developments of up to 20 dwelling units per acre. The zoning regulations shall identify the particular uses and type of development permitted on each parcel. Overall development intensity should not exceed a floor area ratio of 1.00.
- 2.4.6 The primary purpose of areas designated **Residential/Office** on the Moreno Valley General Plan Land Use map is to provide areas for the establishment of office-based working environments or residential developments of up to 30 45 dwelling units per acre. The zoning regulations shall identify the particular uses and type of residential development permitted on each parcel of land. Overall development intensity should not exceed a Floor Area Ratio of 1.00.

- 2.4.7 The primary purpose of areas designated **Office** is to provide for office uses, including, administrative, professional, legal, medical and financial offices. The zoning regulations shall identify the particular uses permitted on each parcel of land, which could include limited non-office uses that support and are compatible with office uses. Development intensity should not exceed a Floor Area Ratio of 2.00 and the average intensity should be significantly less.
- 2.4.8 Orient commercial development toward pedestrian use. Buildings should be designed and sited so as to present a human-scale environment, including convenient and comfortable pedestrian access, seating areas, courtyards, landscaping and convenient pedestrian access to the public sidewalk.
- 2.4.9 Require reciprocal parking and access agreements between individual parcels where practical.
- 2.4.10 Design internal roadways so that direct access is available to all structures visible from a particular parking area entrance in order to eliminate unnecessary vehicle travel, and to improve emergency response.
- 2.4.11 The commercial area located in the vicinity of the intersection of Gilman Springs Road and Jack Rabbit Trail shall provide those commercial support activities necessary and/or incidental to adjacent recreational uses and emphasize tourist-oriented activities and retail services. Recreation-oriented residential land use types may be appropriate to the extent that they are incidental to and complement the recreational character of the area. At such time as the area is annexed to the City, the zoning regulations shall identify the particular uses permitted on each parcel of land.



## PLANNING COMMISSION STAFF REPORT

---

Case: PA07-0005 – Municipal Code Amendment  
PA10-0004 – General Plan Amendment

Date: February 25, 2010

Applicant: City of Moreno Valley

Representative: Planning Division

Location: Citywide

Proposal: Municipal Code Amendment to various chapters in Title 9. The amendment proposes changes to the Permitted Uses Table 9.02.020-1 along with the creation of two new code sections establish development criteria for mixed use development in the MUD1 and MUD2 zones and the addition of a definition for the “Live/work unit” land use. The General Plan Amendment proposes to revise Policy 2.4.6 by changing the maximum density for the Residential/Office (R/O) designation from 15 to 30 dwelling units per acre.

Redevelopment Area: N/A

Recommendation: Approval

### SUMMARY

Municipal Code Amendment to modify the Permitted Uses Table and create two new code sections in Title 9, to establish development standards for mixed use development in the MUD1 and MUD2 zones. A General Plan Amendment is also proposed to revise Policy 2.4.6 by changing the density for the Residential/Office (R/O) designation from 15 to 30 dwelling units per acre.

ATTACHMENT 4

**PROJECT DESCRIPTION**

The project includes applications for a Municipal Code Amendment and a General Plan Amendment.

The Municipal Code Amendment proposes the following revisions to Title 9:

- Chapter 9.01 – MUD1 and MUD2 zones being added to Section 9.01.090;
- Chapter 9.02 – Revisions to Permitted Uses Table 9.02.020-1;
- Chapter 9.07 – MUD1 zone being added as Section 9.07.090;
- Chapter 9.07 – MUD2 zone being added as Section 9.07.100; and
- Chapter 9.15 – “Live/work unit” definition being added to the definitions.

The General Plan Amendment proposes to revise Policy 2.4.6 by changing the maximum density for the Residential/Office (R/O) designation from 15 to 30 dwelling units per acre

**Municipal Code Amendment**

**Chapter 9.01**

The Mixed Use Development 1 (MUD1) and Mixed Use Development 2 (MUD2) zoning districts are being added to the list of zoning districts in Section 9.01.090. The revisions to Chapter 9.01 are referenced in Exhibit A.

**Chapter 9.02**

Revisions to the Permitted Uses Table in Section 9.02.020-1 of the Municipal Code were presented to the Planning Commission on July 2007. These revisions were later adopted by the City Council in May 2008.

These revisions included combining many support retail uses into one classification labeled “support retail uses” and combining many retail uses into one classification labeled “retail sales” in order to simplify the table and provide greater clarity. This revision also resulted in the adoption of two new definitions for “support retail sales” and “retail sales” which are now included in Section 9.15.030 (Definitions) of the Municipal Code.

Staff is recommending further fine-tuning of Table 9.02.020-1 by removing individual uses that meet the office, support retail sales, retail sales or other existing definitions. Exhibit B shows all the uses to be removed from the permitted use table as stricken text. The following is a list of uses recommended for deletion:

- Attorneys
- Auto Cellular Phone Sales and Installation
- Barber and Beauty Shops
- Golf Cart Sale and Service



## Planning Commission Staff Report

### Page 3

- Monument and Tombstone Sales
- Swimming Pools and Spa Sales and service including outdoor display

The permitted uses table has also been revised to remove notes or text that accompany some of the listed uses and to add the Live/work unit as a land use. Exhibit B shows all the notes or text to be removed from the permitted use table as stricken text. The following is a list of recommended changes:

- Automobile, Motorcycle, Truck, Golf Cart, Recreational Vehicle and Boat Sales and Incidental Minor Repairs and Accessory Installations
- Auto Supply Stores (~~includes installation~~)
- Business Supply Stores  
~~Including bulk sales~~  
~~Including furnishings~~
- Drapery Shops  
~~With manufacture of drapes~~  
~~With manufacture of drapery hardware~~
- Dry Cleaning or Laundry
  - a. ~~Pickup only~~ Dry Cleaning
  - b. ~~Self-service~~ Laundromat
  - c. ~~Commercial with fleet storage~~ Laundry Commercial
- Live/work unit

Staff also recommends amending Table 9.02.020-1 of Section 9.02.020 by adding the “MUD1” and “MUD2” zones to the permitted use table. Exhibit B shows the addition of the MUD1 and MUD2 zones, and the land uses which would be allowed under each of these zones as permitted or conditional uses, as underlined text.

Finally, the permitted uses table was also revised to correct the numbering for the footnote attached to the “Wholesale, Storage and Distribution” use, and the Zoning District Key was revised to include allowable density for the RS-10, R10, R15, and R20 zones and to add the MUD1 and MUD1 zones to the list. Exhibit B shows the revisions as described above as underlined text.

### **Chapter 9.07**

As a follow up to the introduction of mixed use in the General Plan Update in 2006, staff has developed two new land use districts to establish development criteria for mixed use development.

A staff report describing the establishment mixed use zoning districts for the City of Moreno Valley was presented to the City Council and the Planning Commission at a combined study session on January 19, 2010. Following a discussion of the concept, staff was given direction to schedule the proposed Municipal Code Amendment for a Planning Commission public hearing.

## Planning Commission Staff Report

### Page 4

#### Background

The General Plan currently references and encourages the concept of mixed use development. At this time, only limited specific plan areas within the City (Village at Sunnymead and Moreno Highlands) are zoned for mixed use development.

General Plan Objective 2.4 states that the City shall, “Provide commercial areas within the City that are conveniently located, efficient, attractive, and have safe and easy pedestrian and vehicular circulation in order to serve the retail and service commercial needs of Moreno Valley residents and businesses.”

This portion of the General Plan describes mixed use development in the following sub-sections:

- Objective 2.4.5 – The primary purpose of locations designated **Mixed-Use** on the Moreno Valley General Plan Land Use map is to provide for the establishment of commercial and office uses and/or residential developments of up to 20 dwelling units per acre. The zoning regulations shall identify the particular uses and type of development permitted on each parcel. Overall development intensity should not exceed a floor area ratio of 1.00.
- Objective 2.4.6 – The primary purpose of areas designated **Residential/Office** on the Moreno Valley General Plan Land Use map is to provide areas for the establishment of office-based working environments or residential developments of up to 15 dwelling units per acre. The zoning regulations shall identify the particular uses and type of residential development permitted on each parcel of land. Overall development intensity should not exceed a Floor Area Ratio of 1.00.

The creation of the new mixed use districts would provide opportunities for future development that would achieve the objectives of the City of Moreno Valley’s General Plan.

#### California Climate Change Legislation

California Assembly Bill (AB) 32 requires the Air Resources Board (ARB) to develop regulations and market mechanisms to reduce California's greenhouse gas (GHG) emissions to their 1990 levels by 2020. Greenhouse gases such as carbon dioxide are widely believed to contribute to global warming and other forms of climate change.

Recently adopted California Senate Bill (SB) 375 addresses the question of how land use and transportation are connected to climate change. SB 375 has three goals: (1) to use the regional transportation planning process to help achieve Assembly Bill 32 goals; (2) to use CEQA streamlining as an incentive to encourage residential projects which help achieve AB 32 goals to reduce Greenhouse Gas emissions (GhGs); and (3) to coordinate the regional housing needs allocation process with the regional transportation planning process.

**Planning Commission Staff Report**  
**Page 5**

Mixed use zoning would have the added benefit of encouraging a type of development that is complimentary to achieving the goals of AB 32.

Mixed Use Development zoning districts

The following is an overview of the two proposed zones:

Section 9.07.090 Mixed Use Development 1 (MUD1)

The MUD1 is intended to encourage the development and redevelopment of specific areas of the City into pedestrian-oriented environments by permitting a combination of commercial, office, service, entertainment, and residential uses within these areas. While office development is the primary intent of the MUD1 zone, it is anticipated that the addition of a residential component as a secondary use will increase the level of activity in these areas and provide better linkage and compatibility with adjacent residential neighborhoods. This district would act as transition or buffer zone between high activity commercial areas and residential districts.

This zone allows for a maximum density of 15 dwelling units per acre. If a parcel in the MUD1 zone is not located along an arterial or greater street, then the first floor may be developed with a residential use. However, if the parcel is located along an arterial street or greater, it is the intent of this district to limit the first floor to office or service commercial uses. Residential uses are permitted with office uses on a separate parcel or in a separate structure, as part of the same structure (office in front, residence in the back, for example), and/or as a mixed use large scale development

The intensity of non-residential uses in the MUD1 zone is comparable to the VOR zone of the Village Specific Plan and the City's BP and BPX zones. Permitted and conditional uses for the MUD1 zone are based on uses allowed in the VOR, BP and BPX zones.

Examples of permitted non-residential uses within the MUD1 zone include athletic clubs, banks, business supplies, daycare, dry cleaning, laundry, medical offices and laboratories, private schools, personal services, and restaurants.

Section 9.07.100 Mixed Use Development 2 (MUD2)

The intent of the MUD2 is the development of pedestrian oriented shopping areas with smaller, service related and specialty types of businesses with an allowance for residential as a secondary land use to the primary commercial use. MUD2 development is intended to occur along arterials or greater streets or in areas of high density development. The addition of a residential component is intended to increase the level of activity in commercial areas and provide better linkages and compatibility with adjacent residential neighborhoods.

This zone allows for a maximum density of 30 dwelling units per acre. Residential uses are permitted when integrated with commercial uses, in the same or a separate structure on a single parcel, or on a separate parcel as part of a larger mixed use development.

## **Planning Commission Staff Report**

### **Page 6**

Non-residential uses shall occur on the first floor facing the public right-of-way. Residential uses may occur above the first floor and/or be located away from the public right-of-way.

The intensity of non-residential uses in the MUD2 zone is comparable to the VCR and CC zones of the Village Specific Plan and the City's NC, CC, and VC zones. Permitted and conditional uses for the MUD2 zone are based on uses allowed in the above listed zones.

Examples of permitted non-residential uses within the MUD2 zone include appliance repair, arcades, athletic clubs, auto supply stores, bakeries, bowling alley, business supplies, catering, convenience stores, daycare, private schools, restaurants, and theaters.

Please see Exhibits C and D for draft copies of the proposed code sections and Exhibit B for a copy of the amended permitted uses table.

### **Chapter 9.15**

Mixed use zones provide the opportunity for residents to live in close proximity to their work place. To further the options of even closer proximity between home and work, staff is proposing the addition of "live/work unit" as a permitted use in both the MUD1 and MUD2 zones.

A live/work unit would be defined as a residential dwelling unit where there is one or more rooms containing working space located within, adjacent to, or near the residential unit, and one or more individuals living in the residential unit regularly use the working space to earn their livelihood, usually in professional or design related activities.

As noted previously, the permitted table has been amended to add the live/work unit land use. Exhibit B shows the revisions as described above as underlined text. Chapter 9.15 Definitions has also been revised by adding a definition for 'live/work units'. This new definition will be placed alphabetically in Section 9.15.030 between the definitions for "Lighting (Minimum Maintained)" and "Livestock". The revisions to Chapter 9.15 are referenced in Exhibit E.

### **General Plan Amendment**

The proposed General Plan Amendment would result in a revision to Objective 2.4, Policy 2.4.6 by changing the density for the Residential/Office (R/O) designation from 15 to 30 dwelling units per acre. This change would allow for a maximum density that is compatible with the density proposed by the MUD2 zone. Exhibit F shows the revisions as described above as underlined text.

**REVIEW PROCESS**

Planning staff has developed two new mixed use zoning districts. The two existing mixed use districts in the Village Specific Plan – VOR (Village Office Residential) and VCR (Village Commercial Residential) were used as a starting point for the new districts. Staff also reviewed mixed use districts from Riverside, Redlands, Claremont and other cities for added perspective and ideas. The result is a hybrid that is similar but enhanced version of the Village districts.

Mixed use development provides additional lifestyle options for current and future residents of the City. Surveys by the Western Riverside Council of Governments indicate a significant interest in the more urban lifestyles provided in mixed use projects, especially among young adults and senior citizens, two groups that will expand in size as the City adds employment and the general population ages. Mixed use development also supports the viability of transit corridors by providing more activity and potential riders within close proximity.

Mixed Used development of the type intended under the MUD1 and MUD2 is allowed under the VOR and VCR zones of the Village Specific Plan. Mixed use can occur both horizontally (side by side) or vertically (one on top of the other). An example of horizontal mixed use is the Kha Plaza project which was approved by the Planning Commission on December 18, 2008. The project is located on the south side of Sunnymead Boulevard at Back Way, extending south to Webster Avenue between Sunnymead Boulevard and Webster Avenue. The 2.2 acre project site is zoned VCR along the Sunnymead frontage and VOR along the Webster frontage.

This mixed use project includes 1.3 acres of commercial development consisting of two buildings with a combined area of approximately 16,350 square feet fronting Sunnymead Boulevard. The commercial portion would allow for office, service commercial and some restaurant uses.

The remaining 0.9 acre fronting Webster Avenue will be developed with four buildings providing 12 townhouse-style residential units. This project includes shared access, shared parking, pedestrian walkways, and decorative screening walls to separate the residential uses from the commercial uses and provides for both vehicular and pedestrian connections between Webster Avenue and Sunnymead Boulevard.

Please see Attachment 5 for examples of mixed use developments in other communities.

**ENVIRONMENTAL**

Although the proposed Municipal Code Amendment will be effective citywide, it addresses minor land use matters and does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley.

**Planning Commission Staff Report**  
**Page 8**

As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

**NOTIFICATION**

A display notice was published in the newspaper and a public notice was posted at required City locations. As of the date of report preparation, staff had received no public inquiries in response to the noticing for this project.

**STAFF RECOMMENDATION**

Staff recommends that the Planning Commission adopt Resolution No. 2010-05 and thereby recommend that the City Council take the following actions:

1. **RECOGNIZE** that applications PA07-0005 (Municipal Code Amendment) and PA10-0004 (General Plan Amendment) will not have a significant effect on the environment and are therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15305, as a Class 5 Categorical Exemption.
2. **APPROVE** PA07-0005 (Municipal Code Amendment) and PA10-0004 (General Plan Amendment), as shown on the attachments included as Exhibits A, B, C, D, E and F.

Prepared by:

Approved by:

---

Jeff Bradshaw  
Associate Planner

---

John C. Terrell, AICP  
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2010-05  
Exhibit A – Revisions to Chapter 9.01  
Exhibit B – Revisions to Chapter 9.02  
Exhibit C – Introduction of Section 9.07.090  
Exhibit D – Introduction of Section 9.07.100  
Exhibit E – Revisions to Chapter 9.15  
Exhibit F – Revisions to General Plan Objective 2.4, Policy 2.4.6
3. Definitions for Office, Support Retail Sales and Retail Sales from MC Section 9.15.030
4. Examples of mixed use development

1           720

2  
3           PA07-0005  
4           PA10-0004

          Municipal Code Amendment  
          General Plan Amendment

5  
6    **CHAIR MARZOEKI** – May I have the Staff Report please.

7  
8    **ASSOCIATE PLANNER BRADSHAW** – Thank you, Jeff Bradshaw, Associate  
9    Planner, Planning Division. The item before you this evening is really a follow-up  
10   to the combined Study Session that we had in January. The presentation to you  
11   this evening is some information that you have seen before along with some  
12   other changes that are being proposed as part of the same amendment. Item  
13   720 includes two applications; a Municipal Code Amendment and a General Plan  
14   Amendment.

15  
16   The Municipal Code Amendment proposes changes to Title 9 in portions of five  
17   different chapters.

18  
19   In Chapter 9.01 the proposal there would be to add two new proposed Mixed Use  
20   Zones to the list of City Zones in that Chapter. In 9.02, that Chapter is proposing  
21   some revisions to the Permitted Uses Table. The changes to Chapter 9.07  
22   would be the addition of the two new Mixed Use zoning designations and then  
23   finally a change to Chapter 9.15 which is our Definitions section and that would  
24   include the addition of a new land use category that is an extension of these two  
25   new Mixed Use Zones that we are presenting to you this evening.

26  
27   The General Plan Amendment is a revision to one of the City policies specifically  
28   to the Residential or R/O designation, so that the definition for that land use is  
29   consistent with the density being proposed for the two new Mixed Use Zones.

30  
31   I'll try and go through this as briefly as possible. There is a lot of information to  
32   cover here. I'm not going to go back and provide detail on every one of the  
33   chapters where the changes are occurring. I think in some cases the changes  
34   are minor and are self explanatory. I did want to provide a little more detail on  
35   the changes to the Permitted Uses Table. Just to provide a little bit of  
36   background, Planning Staff presented some changes to the Planning  
37   Commission in 2007. At that time we went through the Table and identified some  
38   land use categories that were just a cleanup really of some uses that were listed  
39   that were repetitive in nature. At the time we combined support type retail uses  
40   under the support retail category and the same thing with retail uses. Those  
41   changes were presented like I said to the Planning Commission in July of 2007  
42   and those were later taken with your recommendations to the City Council for  
43   adoption, so what we are proposing this evening is a follow-up on the same  
44   concept; some additional cleanup. For example we are proposing to eliminate  
45   specific land uses that would just be understood under other categories.

          ATTACHMENT 5

1 Example of uses that we recommend removing the Table includes listing the  
2 following as separate land use categories:

- 3 • Attorney's offices
- 4 • auto cellular phone sales and installation
- 5 • barber and beauty shops
- 6 • golf cart sales and service

7  
8 Those types of uses are either retail support, retail office. They are in another  
9 category that already exists in our Table, so we're recommending cleaning up  
10 the Table and removing those specifically. The Table was also revised to  
11 remove notes or texts that accompany some of the uses that we are proposing  
12 to strike for consistency and to add to the Table land use category of a Live/work  
13 unit and I'll come back to that. I'll explain more about what that is. There is  
14 another instance where we are adding text, so the golf cart sales use would just  
15 be added to a category that already exists; the example here being there is  
16 already a category for automobile vehicle sales. We'll just add that to the  
17 definition, so it's that type of cleanup that's taking place.

18  
19 The other change; the more significant change to the Table would be the  
20 addition of the Mixed Use Density 1 and Mixed Use Density 2 zoning categories  
21 to the table and then the related change of identifying which land use categories  
22 would be appropriate as either permitted uses or conditional uses under those  
23 two zoning categories. Those are additional changes under the Table. For  
24 reference purposes and I'm sure you've seen this in the Staff Report, all those  
25 changes are presented as Exhibit B to the Staff Report in a strike out underline  
26 format.

27  
28 The last change was to correct numbering for some footnotes and to go back  
29 through the last page of the Table to include density for some of the different  
30 residential zones that are there. So those are the items that are being proposed  
31 for change to the Permitted Uses Table.

32  
33 The other item being presented this evening is again a follow-up to what we  
34 discussed at the Special Study Session and that was the introduction of Mixed  
35 Use Development to the City outside of two specific plans where it currently  
36 exists. That concept would be consistent with some of the goals and policies  
37 that were identified in the General Plan following the update in 2006 and would  
38 allow for us to establish these zoning districts throughout the City where it is  
39 appropriate. The idea being to create the land use districts so we have  
40 standards for this type of development and make changes later to our zoning  
41 map and the General Plan where appropriate as development occurs and as the  
42 City is approached by property owners to take on this type of development.

43  
44 At this time the only areas in the City where Mixed Use Development could  
45 occur are in Specific Plan areas that are in the Village at Sunnymead and in the  
46 Moreno Highlands Specific Plan, so this would provide opportunities for two



1 different types of development. The proposal would be to create a new section  
2 in Chapter 9.07 for a designation called the Mixed Use Development 1 or MUD1  
3 and this would be primarily office support retail type of a land use as a primary  
4 land use with Residential in the same designation as a secondary land use. It  
5 would allow for a density for the residential portion of up to 15 dwelling units per  
6 acre. The intensity or the types of non-residential land uses that would be  
7 permitted here would be comparable to those uses that are permitted in the  
8 City's Business Park and Business Park Mixed Use Zones. Examples of the  
9 non-residential uses would include banks, office supply stores, laundry facilities,  
10 dry cleaning, medical offices and those types of uses.

11  
12 The second land use category would be the Mixed Used Development 2 or  
13 MUD2 and this would be intended for more intensive type of commercial  
14 activities and would also allow for residential as a secondary land use within that  
15 same zoning designation. It would allow for a higher density of residential  
16 development of up to 30 dwelling units per net acre and the non-residential uses  
17 here; the commercial uses would be comparable those uses that are permitted  
18 in our City Commercial zones; the VCR Zone, the Community Commercial and  
19 Neighborhood Commercial zones that are currently located throughout the City  
20 and examples of the more intense land uses that would be permitted here would  
21 include auto supply stores, restaurants, convenience stores and those types of  
22 uses in combination with the residential uses. The standards; the more  
23 complete description of the purpose and intent of these two zones are all  
24 included as Exhibits C and D for reference along with the specific uses that  
25 would be permitted under both those zones in the Permitted Uses Table.

26  
27 I mentioned a change to Chapter 9.15 which is the Definitions section. One  
28 thing we noted as we did research and looked at other communities that have  
29 Mixed Use Zoning is the concept of something called the Live/work unit where  
30 people could either live in the same building or residences where they work from  
31 or live in close proximity to that and so we wanted to add to our Definitions  
32 section a definition for this concept along with introducing the Live/work unit as a  
33 permitted use under both those zoning categories.

34  
35 The General Plan we also looked at amending for consistency and that's  
36 Objective 2.4., Policy 2.4.6 and that's a section of the General Plan that talks  
37 about... it's a description of the Residential Office land use designation and the  
38 development under the General Plan designation currently would suggest a  
39 maximum of 15 dwelling units per net acre balanced by a Floor Ratio of 1.00.  
40 The proposal would be for consistency with the maximum density that would be  
41 allowed under the MUD2 would be to change from 15 to 30 and hang onto the  
42 Floor Area Ratio of 1.00.

43  
44 Because of the types of changes that are being proposed, CEQA recognizes  
45 those as minor land use changes and so a recommendation is part of this  
46 presentation to you as well as the recommendation to Council would be to

1 recognize that these could be considered exemptions to the California  
2 Environmental Quality Act Guidelines and so we recommend that recognition of  
3 the project.

4  
5 Standard noticing was completed for this project. I didn't get any enquiries at all.  
6 In this case it was a display ad so we wouldn't typically get too many phone calls  
7 from a display ad, but it is an item that noticed in the paper as well as being on  
8 the Planning Commission's Agenda.

9  
10 Some of the examples we presented to the Study Session group were included  
11 in the Staff Report. They are posted here on the wall as well. There are  
12 examples from other communities on what this development could look like and  
13 that concludes my report. I apologize for being redundant. I know this is  
14 information you heard just a month ago and I'd be more than happy to go back  
15 through anything if you have any questions at all about any of the information  
16 that was presented to you, sot with that Staff would be recommending to you that  
17 this item be passed on to City Council for approval. Thank you.

18  
19 **CHAIR MARZOEKI** – Thank you. Do we have any questions of Staff?

20  
21 **COMMISSIONER DE JONG** – Just one... Did I hear you say that the Live/Work  
22 Zone would be applicable to both the MUD1 and MUD2?

23 **ASSOCIATE PLANNER BRADSHAW** – That's correct

24  
25 **COMMISSIONER DE JONG** – Okay good, I thought I heard that. I wanted to  
26 clarify, good... And it was a very comprehensive report. Thank you

27  
28 **ASSOCIATE PLANNER BRADSHAW** – Thank you

29  
30 **CHAIR MARZOEKI** – Anyone else? No, okay, I do have one Speaker Slip, so I'd  
31 like to open up the Public Testimony portion and call forward Wayne Peterson.  
32 Please state your name and address for the record.

33  
34 **SPEAKER PETERSON** – Good evening Commissioners; Wayne Peterson with  
35 Highland Fairview, 14225 Corporate Way here in Moreno Valley. A couple of  
36 very brief comments. I did talk with Jeff several weeks ago about this Mixed Use  
37 alternative and plan. I just wanted to go on the record and let the Commission  
38 and the City know that Highland Fairview does strongly support the concept of  
39 Mixed Use and Ordinances and Regulations that encourage it. We want to  
40 compliment Staff; it is very difficult to write these Ordinances. I've done this  
41 before and trying to put into a regulatory context a mix of various kinds of uses is  
42 extremely difficult.

43  
44 The one comment that we would like to make is that we feel Staff can make  
45 these even more effective by giving itself some flexibility in applying very rigid  
46 standards which are in the regulations now and substitute those with either

1 guidelines or some way to give Staff some latitude in applying what standards  
2 should apply to a particular Mixed Use project. As I said trying to come up with  
3 regulations that will apply to a mixture of uses on a variety of sites throughout the  
4 City and is going to be very, very difficult and the only way to measure the  
5 effectiveness of these regulations is to see how they are implemented once they  
6 are in place, so it remains to be seen but it is definitely a mechanism that is  
7 commonly used and more frequently used in cities to generate more interesting;  
8 more unique kinds of land uses in town, so we did want to go on the record of  
9 supporting it. Highland Fairview has various properties that this sort of option is  
10 very intriguing to us and I'm sure we'll be working with Staff to take advantage of  
11 these, so if there are any questions I'd be happy to answer them and if not that  
12 will conclude my comments. Thank you.

13  
14 **CHAIR MARZOEKI** – Thank you. I have no more Speaker Slips unless Deanna  
15 wants to speak. No, okay, so I will close the Public Testimony portion and open  
16 it up to Commissioner Comments.

17  
18 **COMMISSIONER DE JONG** – Well this is something as Jeff mentioned that we  
19 talked about at the Study Session. I for one am extremely in favor of Mixed Use  
20 Developments. I think they would be a definite plus to our City. I've seen them  
21 become very effective in numerous other cities. It comes to mind various parts of  
22 San Diego; the nicely improved Gas Lamp District for example, and I'd like to see  
23 that type of development in the designated area along Sunnymead Boulevard. I  
24 think that would be a wonderful enhancement. This is a very comprehensive  
25 report and very thorough and there is a lot of information in here, but I think its  
26 wonderful information and I would definitely vote to pass it on.

27  
28 **CHAIR MARZOEKI** – Thank you

29  
30 **COMMISSIONER GELLER** – I think we kind of beat it to death at the Study  
31 Session, so absent any more comments; I'm ready to make a motion.

32  
33 **CHAIR MARZOEKI** – Vice Chair Riechers would like to say one thing.

34  
35 **VICE CHAIR RIECHERS** – Just a quick comment that's that I have a number of  
36 typographical and actually one substantial correction that I'd like to give to you  
37 guys; that is on page 30; the second paragraph about the intent of the Mixed Use  
38 District 1. I believe we pointed out that that was not really an appropriate intent  
39 at the Joint Study Session.

40  
41 **COMMISSIONER DE JONG** – What's the issue?

42  
43 **VICE CHAIR RIECHERS** – The intent of the Mixed Use District 1. I believe that  
44 the statement that was made at the Joint Study Session that that was pulled from  
45 elsewhere in the Code. For comparison if you look at the similar paragraph on  
46 page 34 for...

1 **PLANNING OFFICIAL TERELL** – Right, it's about the transitional buffer open to  
2 that...

3  
4 **VICE CHAIR RIECHERS** – It looks like the similar paragraph for District 2 has  
5 been changed.

6  
7 **COMMISSIONER DE JONG** – Massaged a bit

8  
9 **VICE CHAIR RIECHERS** – Yeah

10  
11 **PLANNING OFFICIAL TERELL** – Yeah I guess... I understand the concept is  
12 MUD1 is slightly less intense than MUD2, but it's not required to be a transition  
13 between more intense and less intense uses, so is that the concept that we're  
14 talking is going away from that and just modeling it on the MUD2; recognize that  
15 it is less intense.

16  
17 **VICE CHAIR RIECHERS** – Exactly

18  
19 **PLANNING OFFICIAL TERELL** – Okay

20  
21 **VICE CHAIR RIECHERS** – And the other changes I have are just typos, so I can  
22 give those to you afterwards.

23  
24 **CHAIR MARZOEKI** – Okay if nobody has any other comments Commissioner  
25 Geller will make a motion.

26  
27 **COMMISSIONER GELLER** – I'd like to make a motion that we **ADOPT**  
28 Resolution No. 2010-05 and thereby **RECOMMEND** that the City Council take  
29 the following actions:

- 30 1. **RECOGNIZE** that applications PA07-0005 Municipal Code Amendment  
31 and PA10-0004 General Plan Amendment will not have a significant effect  
32 on the environment and are therefore exempt from the provisions of the  
33 California Environmental Quality Act (CEQA), per the CEQA Guidelines  
34 Section 15305 as a Class 5 Categorical Exemption; and,  
35 2. **APPROVE** PA07-0005 Municipal Code Amendment and PA10-0004  
36 General Plan Amendment as shown on the attachments included as  
37 Exhibits A, B, C, D, E and F.

38  
39 **VICE CHAIR RIECHERS** – And I'll second

40  
41 **CHAIR MARZOEKI** – Okay we have a motion and a second. Is there any  
42 discussion? All those in favor?

43  
44 Opposed – 0

45  
46 **Motion carries – 7 - 0**

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46

**CHAIR MARZOEKI** – Staff wrap up

**PLANNING OFFICIAL TERELL** – Yes we'll forward this item to the City Council for final review and action and that will most likely be in April.

**CHAIR MARZOEKI** – Okay moving on to Item 800, Other Business

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# Exhibit A

## Chapter 9.01 ADMINISTRATION

### 9.01.090 Zoning Districts.

A. Districts Created. In order to provide a uniform basis for regulating the use of land, buildings and structures, and to establish minimum site development regulations and performance standards applicable to sites within the city, the city is divided into the following districts:

1. Residential Districts.
  - a. Rural residential (RR) district;
  - b. Hillside residential (HR) district;
  - c. Residential 1 (R1) district (forty thousand (40,000) square feet minimum lot size);
  - d. Residential 2 (R2) district (twenty thousand (20,000) square feet minimum lot size);
  - e. Residential agriculture 2 (RA2) district (twenty thousand (20,000) square feet minimum lot size);
  - f. Residential 3 (R3) district (ten thousand (10,000) square feet minimum lot size);
  - g. Residential 5 (R5) district (seven thousand two hundred (7,200) square feet minimum lot size);
  - h. Residential 10 (R10) district;
  - i. Residential 15 (R15) district;
  - j. Residential 20 (R20) district;
  - k. Residential 30 (R30) district;
  - l. Residential single-family 10 (RS10) district.
2. Mixed Use Districts.
  - a. Mixed Use Development 1 (MUD1) district;
  - b. Mixed Use Development 2 (MUD2) district.
- ~~3~~2. Commercial Districts.
  - a. Neighborhood commercial (NC) district;
  - b. Community commercial (CC) district;
  - c. Village commercial (VC) district;
  - d. Tourist recreation commercial (TRC) district;
  - e. Office commercial (OC) district;
  - f. Office (O) district.
- ~~4~~3. Employment Districts.
  - a. Business park (BP) district;
  - b. Business park-mixed use (BPX) district;
  - c. Industrial (I) district.
- ~~5~~4. Open Space and Agricultural Districts.
  - a. Open space (OS) district;
  - b. Agriculture (AG) district.
- ~~6~~5. Special Districts.
  - a. Public (P) district;
  - b. Specific plan (SP) district, precise zoning adopted separately and reflected on zoning atlas;

ATTACHMENT 6

- c. Medical use overlay (MUO) district;
- d. Airport installation compatibility use zone (AICUZ);
- e. Outdoor advertising display overlay (OADO).

Parenthesis () following district name is abbreviation appearing on zoning atlas maps.

B. Adoption of Official Zoning Atlas.

1. The boundaries of the zoning districts established pursuant to subsection A of this section are delineated upon that certain map(s) entitled “Official Zoning Atlas of the city of Moreno Valley,” sometimes referred to as the “zoning map.” The zoning atlas, together with all pages, legends, notations, references, boundaries, and other information thereon, is attached to and incorporated by reference in the ordinance adopting this title and is incorporated into this title by reference.

2. A copy of the official zoning atlas shall be kept on file with the city clerk and community development director and shall be made available to the public. Changes in the boundaries of any district shall be made by ordinance pursuant to Section 9.02.050 of this title, and shall be reflected on the official zoning atlas. The community development director shall be responsible for keeping official records relative to zoning atlas amendments.

C. Determination of Zoning District Boundaries.

1. Wherever a lot or site is divided by the boundary between districts, the regulations applicable within each district shall apply to each portion of the site situated in a separate district.

2. The following rules shall apply for determining the boundaries of any district on the zoning atlas:

a. Although zoning district boundaries depicted on the official zoning atlas may follow street or other right-of-way boundary lines, the district boundary shall not be construed to be the right-of-way boundary. The centerline of the right-of-way shall be the district boundary;

b. In unsubdivided property, where a district boundary divides a lot, the location of the district boundary, unless the same shall be indicated by dimensions, shall be determined by use of the scale appearing on the zoning atlas;

c. A symbol or symbols indicating the classification of property on the zoning atlas shall in each instance apply to the whole of the areas within the zoning district boundaries;

d. Where a public street, alley or right-of-way is officially vacated or abandoned, the regulations applicable to abutting property shall apply equally to each half of such vacated or abandoned street, alley or right-of-way adjacent to that abutting property. (Ord. 797 § 2.1, 2009; Ord. 726 § 4.1, 2006; Ord. 694 § 1.1 (part), 2005; Ord. 671 § 2, 2004; Ord. 564 § 2.2, 2000; Ord. 475 § 1.4 (part), 1995; Ord. 468 § 1.1, 1995; Ord. 359 (part), 1992)

































Zoning District Key

HR	Hillside Residential District
RR	Rural Residential District
R1	Residential 1 District (40,000 square feet minimum lot size)
RA2	Residential Agriculture 2 (20,000 square feet minimum lot size)
R2	Residential 2 District (20,000 square feet minimum lot size)
R3	Residential 3 District (10,000 square feet minimum lot size)
R5	Residential 5 District (7,200 square feet minimum lot size)
RS10	Residential Single-Family 10 District (4,500 square feet minimum lot size)
R10	Residential 10 District (Up to 10 Dwelling Units per net acre)
R15	Residential 15 District (Up to 15 Dwelling Units per net acre)
R20	Residential 20 District (Up to 20 Dwelling Units per net acre)
MUD1	Mixed Use District 1 (Up to 15 Dwelling Units per net acre)
MUD2	Mixed Use District 2 (Up to 30 Dwelling Units per net acre)
NC	Neighborhood Commercial District
CC	Community Commercial District
VC	Village Commercial District
OC	Office Commercial District
O	Office District
P	Public District
I	Industrial District
LI	Light Industrial District
BP	Business Park District
BPX	Business Park-Mixed Use District
OS	Open Space District

(Ord. 693 § 2 (part) (Exh. A), 2005; Ord. 684 § 2 (part), 2005; Ord. 655 § 2, 2004; Ord. 613 § 6, 2002; Ord. 604 § 2.1, 2002; Ord. 590 § 2 (part), 2001; Ord. 575 § 2.2 (part), 2000; Ord. 567 § 2, 2000; Ord. 558 § 2, 2000; Ord. 540 § 1.1, 1998; Ord. 528 § 1.7, 1997; Ord. 513 § 1.1, 1997; Ord. 508 § 1.2, 1996; Ord. 488 § 1.2, 1996; Ord. 474 § 1.1, 1995; Ord. 468 § 1.2, 1995; Ord. 464 § 1.1, 1995; Ord. 449 § 1.1, 1995; Ord. 433 § 1.1, 1994; Ord. 398 §§ 1.6, 1.8, 1993; Ord. 386 § 1.1, 1993; Ord. 359 (part), 1992)

# Exhibit E

## Chapter 9.15 DEFINITIONS

### 9.15.030 Definitions.

Lighting (Minimum Maintained). “Minimum maintained lighting” means a method of measuring light at the ground level.

“Live/work unit” means a residential dwelling unit where there is one or more rooms containing working space located within, adjacent to, or near the residential unit, and one or more individuals living in the residential unit regularly use the working space to earn their livelihood, usually in professional or design related activities.

“Livestock” means and includes cows, bulls, calves and heifers, except pigs.

ATTACHMENT 8

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The following definitions for the office, retail sales and support retail sales land use categories are provided for reference purposes:

## **Chapter 9.15 DEFINITIONS**

### 9.15.030 Definitions.

“Offices, Business and Professional” means offices of firms or organizations providing professional, executive management or administrative services such as architectural, engineering, real estate, insurance, investment, legal and medical/dental offices. This classification includes medical/dental laboratories incidental to an office use, but excludes banks and savings and loan associations.

“Retail sales” are classified as establishments primarily engaged in selling goods or merchandise to the general public for personal, business, or household consumption and rendering services incidental to the sale of such goods. Some characteristics of retail sales establishments include places of business that engage in activities to attract the general public to buy, receive, sell merchandise and may process, repair, or manufacture some of the products, such as but not limited to jewelry, baked goods, apparel, pottery, or consumer electronics, where such processing, repair, or manufacturing is incidental or subordinate to sale activities. Uses considered objectionable or a nuisance may be denied by the community development director. Uses requiring an adult business use permit are not included under “retail sales”.

“Support retail sales” are classified as establishments primarily engaged in retail services that support major business, corporate, and administrative office rather than general community retail needs. These uses include art galleries, art studios, art supply shops, assayer, and florist shops and similar uses. Uses requiring an adult business use permit are not included under “support retail sales.”

ATTACHMENT 9

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**Brea, CA**

ATTACHMENT 10



**San Luis Obispo, CA**



**Citrus Heights, CA**



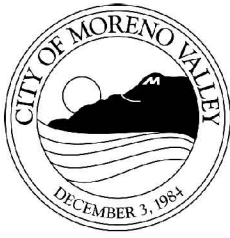
**San Jose, CA**

## **CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES**

- a) Report by Mayor Pro Tem Robin N. Hastings on Western Riverside Council of Governments (WRCOG - Census Video)**
  
- b) Report by Mayor Pro Tem Robin N. Hastings on March Joint Powers Commission (MJPC)**

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Rut</i>
CITY MANAGER	<i>WVB</i>

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Kyle Kollar, Interim Community Development Director

**AGENDA DATE:** April 13, 2010

**TITLE:** Neighborhood Identification Signs, Citywide and for Rancho Belago

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council provide direction as it deems appropriate and adopt Resolution No. 2010-22 supporting the use of neighborhood identification signs.

### **BACKGROUND**

At a March 16, 2010 Study Session, the City Council considered potential funding sources for the manufacture, installation and maintenance of neighborhood identification signs. The Council directed staff to return to a future regular Council meeting with proposed policy language which would reflect the Council's support for neighborhood identification signs throughout the City. The Council also discussed the prospect of the Mayor's appointment of an ad hoc committee which would be tasked to further explore ways by which neighborhood identification signs might be funded.

At its regular meeting of March 23, 2010, the City Council pursued discussion focusing broadly on the Rancho Belago Community Signage Design Submittal proposed by the Rancho Belago Economic Council. The City Council directed staff to provide options for consideration regarding funding responsibilities and approach to installation for that proposed sign program.

### **DISCUSSION**

Staff has prepared a resolution (see attached) which, if adopted, would formalize the City Council's general support for neighborhood identification signs throughout Moreno Valley. It represents the Council's philosophical endorsement of neighborhood identification signs as a tool for underscoring and promoting the distinctive history, features and sense-of-place enjoyed by various neighborhoods within the City.

With respect to the proposed sign program for Rancho Belago, there are options for 1) funding the manufacture, installation and maintenance of signs; and 2) for approaching the timing of sign program implementation.

#### Manufacture, installation and maintenance funding options

- Rancho Belago proponents/developer(s) assume total expense (*for the complete sign program, this includes approximately \$351,000 materials-installation and an annual maintenance cost of approximately \$28,000*).
- City assumes total expense utilizing General Fund resources (*see above approximate costs*).
- Rancho Belago proponents/developer(s) and City share total expenses (*according to percentage to be negotiated between parties*).
- Rancho Belago proponents/developer(s) assume cost for manufacture-installation, while City assumes cost for on-going maintenance (*see above approximate costs*).

#### Sign program implementation options

- Focus on a comprehensive installation scenario as anticipated by the “Rancho Belago Community Signage Design Submittal”. Such involves a total of 149 signs (comprised of 6 ‘sign types’) to be installed throughout Rancho Belago at an approximate total cost of \$351,000, and an estimated annual maintenance cost of \$28,000. Not all of these signs would be installed at the same time: for example “Light Pole Mounted Community Amenity Directional Signage” would be installed over time, after certain other sign types.
- Focus on a phased installation scenario as depicted in the attached “RANCHO BELAGO SIGN PROGRAM-Proposed Phase One” recently submitted by Highland Fairview Properties. This proposal identifies a first phase installation of free-standing and pole-mounted signs for a total of 22 signs at a manufacture and installation cost of \$178,400.

#### SUMMARY

The City Council has expressed general support for the use of signs to identify, describe and promote the unique and distinctive aspects, features, location or history of neighborhoods, communities and locales throughout Moreno Valley.

In regards to the comprehensive sign program proposed for Rancho Belago, there are options for funding sign installation (and maintenance) and for the timing of sign installation.

**ATTACHMENTS/EXHIBITS**

- 1) Proposed Resolution
- 2) Rancho Belago Sign Program-Proposed Phase One
- 3) Rancho Belago Community Signage Design Submittal  
(to be distributed separately)

Prepared By:  
 Name Kyle Kollar  
 Title Interim Director of Community Development

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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RESOLUTION NO. 2010-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, SUPPORTING THE USE OF NEIGHBORHOOD IDENTIFICATION SIGNS

WHEREAS, the City of Moreno Valley has various areas, neighborhoods and communities which exhibit distinctive history, location, features or sense of place; and

WHEREAS, residents, property owners, business proprietors and others may want to utilize signs of various types to identify, describe and promote the uniqueness and distinctiveness of certain areas, neighborhoods and communities;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that it is the City's policy to support and endorse the use of signs to identify, describe and promote the unique and distinctive aspects, features, location or history of various neighborhoods, communities and locales within the City of Moreno Valley.

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION JURAT

[Clerk's office will prepare]

**[NOTE: Any attachments or exhibits to this resolution should follow this jurat.]**

**RANCHO BELAGO SIGN PROGRAM**  
**Proposed Phase One**

---




Sign Location	Sign Types	
	Free-standing	Pole-mounted
1	1	
2		1
3	4	
4	1	
5	4	
6	4	
7	2	
8	2	
9		2
10		1
TOTAL	18	4

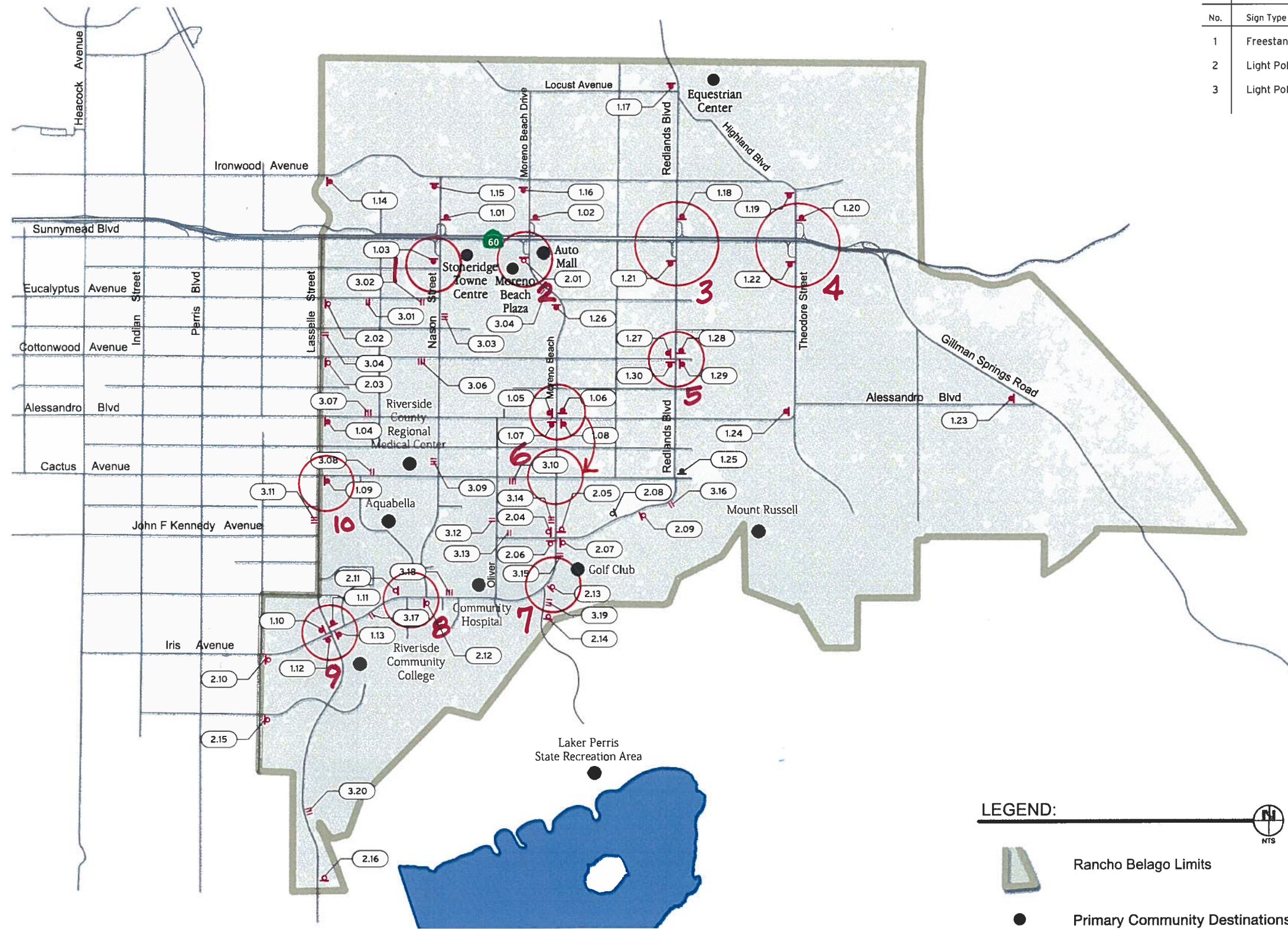
**Manufacture and Installation Cost Estimate:**

18 free-standing signs at \$9,300 =	\$167,400
4 pole-mounted signs at \$2,750 =	<u>\$ 11,000</u>
TOTAL	\$178,400

ATTACHMENT 2

Community Identification Signs

No.	Sign Type	Quantity
1	Freestanding Community Identification Sign 	30
2	Light Pole Mounted Community Identification Sign 	16
3	Light Pole Mounted Community Identification Banners 	51



1 Sign Locations  
Scale: n.t.s.





RANCHO BELAGO

RANCHO BELAGO COMMUNITY SIGNAGE DESIGN SUBMITTAL

PREPARED FOR THE MORENO VALLEY CITY COUNCIL AND THE RANCHO BELAGO ECONOMIC COUNCIL

-271-

Item No. G.2





**Table of Contents**

Sheet Number	Sheet Title
RB - INT	Introduction
RB - 1.0	Sign Type 1; Freestanding Community Identification Sign
RB - 1.1	Sign Type 1; Freestanding Community Identification Sign - Photo Simulation
RB - 2.0	Sign Type 2; Light Pole Mounted Community Identification Sign
RB - 2.1	Sign Type 2; Light Pole Mounted Community Identification Sign - Photo Simulation
RB - 3.0	Sign Type 3; Light Pole Mounted Community Identification Banners
RB - 3.1	Sign Type 3; Light Pole Mounted Community Identification Banners - Photo Simulation
RB - SP 1	Community Identification Sign Location Plan
RB - 4.0	Sign Type 4; Freestanding Community Amenity Directional Sign
RB - 4.1	Sign Type 4; Freestanding Community Amenity Directional Sign - Photo Simulation
RB - 5.0	Sign Type 5; Light Pole Mounted Community Amenity Directional Sign
RB - 5.1	Sign Type 5; Light Pole Mounted Community Amenity Directional Sign - Photo Simulation
RB - 6.0	Sign Type 6; Residential Product Directional Sign
RB - 6.1	Sign Type 6; Residential Product Directional Sign - Photo Simulation
RB - SP 2	Community Directional Sign Location Plan

## Introduction

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### Statement of Purpose

As Rancho Belago unveils itself, sign components will play a crucial role. This new community will be identified by a series of sign images that set it apart from neighboring areas. The scale, placement and design of these images have been carefully planned to create a clear sense of style for residents and visitors alike. In the pages that follow, you will be introduced to sign imagery that gives Rancho Belago a unique character that speaks strongly of the quality that awaits within. The data contained here will clearly define and depict our intended scope of work. As a general introduction, the following notes will aid in outlining the working methodology that contributed to the creation of each sign type.

### Community Identification Signs

These markers have been strategically located at entry points to Rancho Belago as well as at key locations within the community. The design, colors and material composition of these signs speak of a classic and stylish permanence. These signs are either freestanding units or logo panels mounted to existing light poles, depending upon the site conditions at each proposed location.

### Community Identification Banners

Throughout the community at rhythmic intervals, decorative banners will be affixed to existing light poles. The banners may appear as single units, or as multiple pieces in sequence. Their primary role is to portray Rancho Belago as a desirable and vital destination through the use of lifestyle images.

### Community Amenity Directional Signs

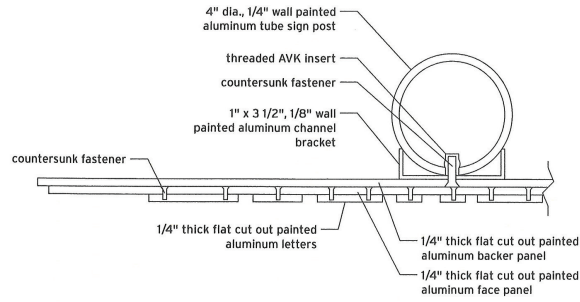
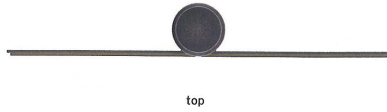
In order to enhance the presence of key public amenities within Rancho Belago, wayfinding signs will be installed. The signs will be located along vehicular approaches to each amenity from a variety of directions. In addition to providing a practical wayfinding service, these signs will also reinforce the existence of the amenities to those traveling throughout the community.

### Residential Product Directional Signs

We are proposing a new design configuration for these directional signs. We will perform a full survey of the existing signs and install new signs where appropriate based upon the current marketing needs of existing residential subdivisions.

### General Comments

A community identification change requires a detailed evaluation of the physical conditions of the site. Having performed this evaluation, our proposal reflects an honest attempt to integrate our sign components into their surroundings. Locations, scale, and design details have been established to effectively identify Rancho Belago while also promoting fluid vehicular movement. We believe that our proposal will effectively achieve these goals.



**A Details**

Scale: 3" = 1'-0"



**2 Details**

Scale: 1" = 1'-0"

**Freestanding Community Identification Sign**

Layered flat cut out sign panel secured to project themed post. Base panel to be 1/4" thick flat cut out painted aluminum with decorative scrolls secured to bracket. Face panel to be 1/4" thick painted aluminum with 1/4" thick flat cut out painted aluminum letters, applied die cut vinyl border and protective clearcoat. Post to be 4" round painted aluminum with cast aluminum decorative finial and base cladding.

**1 Location Elevation**

Scale: 3/8" = 1'-0"







1 | Typical Photo Simulation  
Scale: n.t.s.

.....  
**The Design Factor**

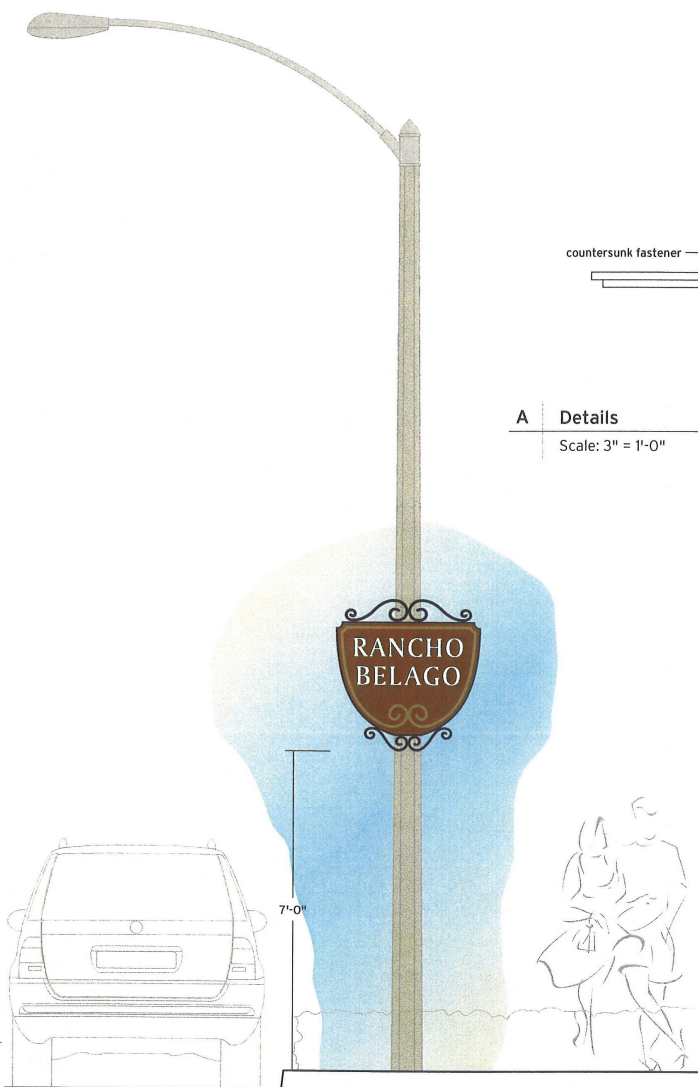
26432 Las Alturas Avenue  
Laguna Hills, CA 92653  
(949) 360-5750  
Fax: (949) 643-2863

Project  
**Rancho Belago**  
Community Signage

Sheet Title  
**Sign Type 1;**  
Freestanding Community  
Identification Sign - Photo Simulation

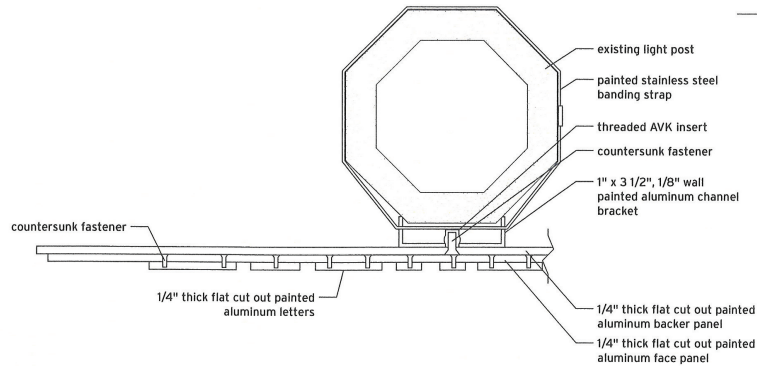
Sheet Number  
**RB - 1.1**  
Date  
08-10-07





1 Elevation

Scale: 3/8" = 1'-0"



A Details

Scale: 3" = 1'-0"

**Light Pole Mounted Community Identification Sign**

Layered flat cut out sign panel secured to existing street light pole with painted aluminum bracket and stainless steel straps. Base panel to be 1/4" thick flat cut out painted aluminum with decorative scrolls secured to bracket. Face panel to be 1/4" thick painted aluminum with 1/4" thick flat cut out painted aluminum letters, applied die cut vinyl border and protective clearcoat.



2 Details

Scale: 1" = 1'-0"





1 Typical Photo Simulation  
Scale: n.t.s.

.....  
**The Design Factor**

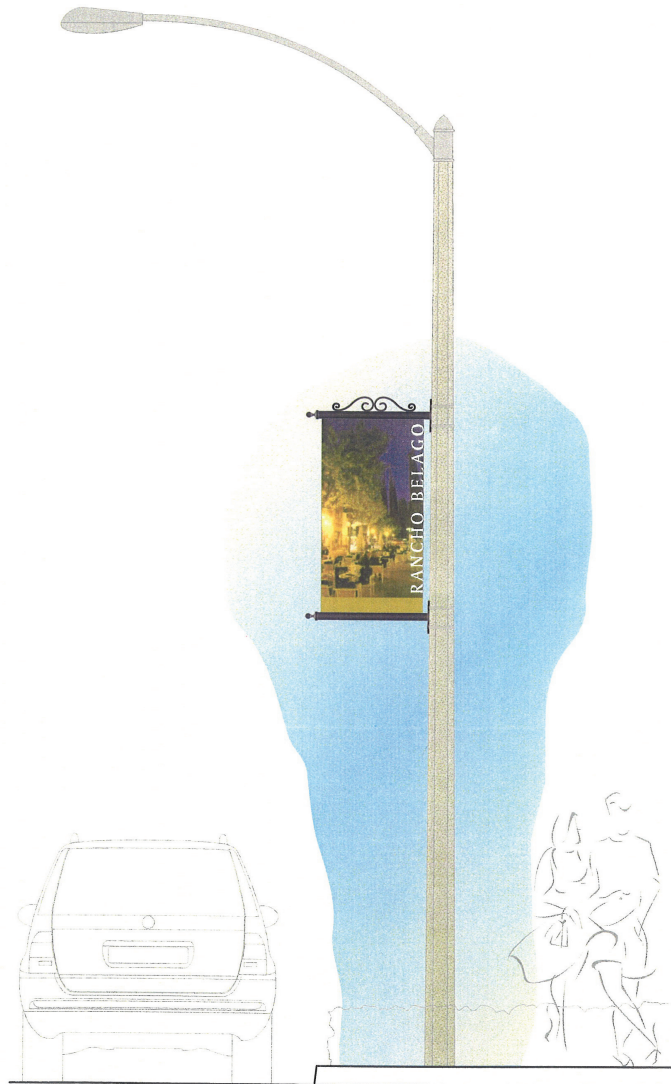
26432 Las Alturas Avenue  
Laguna Hills, CA 92653  
(949) 360-5750  
Fax: (949) 643-2863

Project  
**Rancho Belago**  
Community Signage

Sheet Title  
**Sign Type 2;**  
**Light Pole Mounted Community**  
**Identification Sign - Photo Simulation**

Sheet Number  
**RB - 2.1**  
Date  
08-10-07





1 Elevation

Scale: 3/8" = 1'-0"

Light Pole Mounted Community Identification Banners

Two sided digitally printed vinyl banners secured to fabricated painted aluminum armatures. Armatures secured to existing street Light pole with stainless steel straps.

Note: The images shown are typical. Actual images are in the process of being selected.

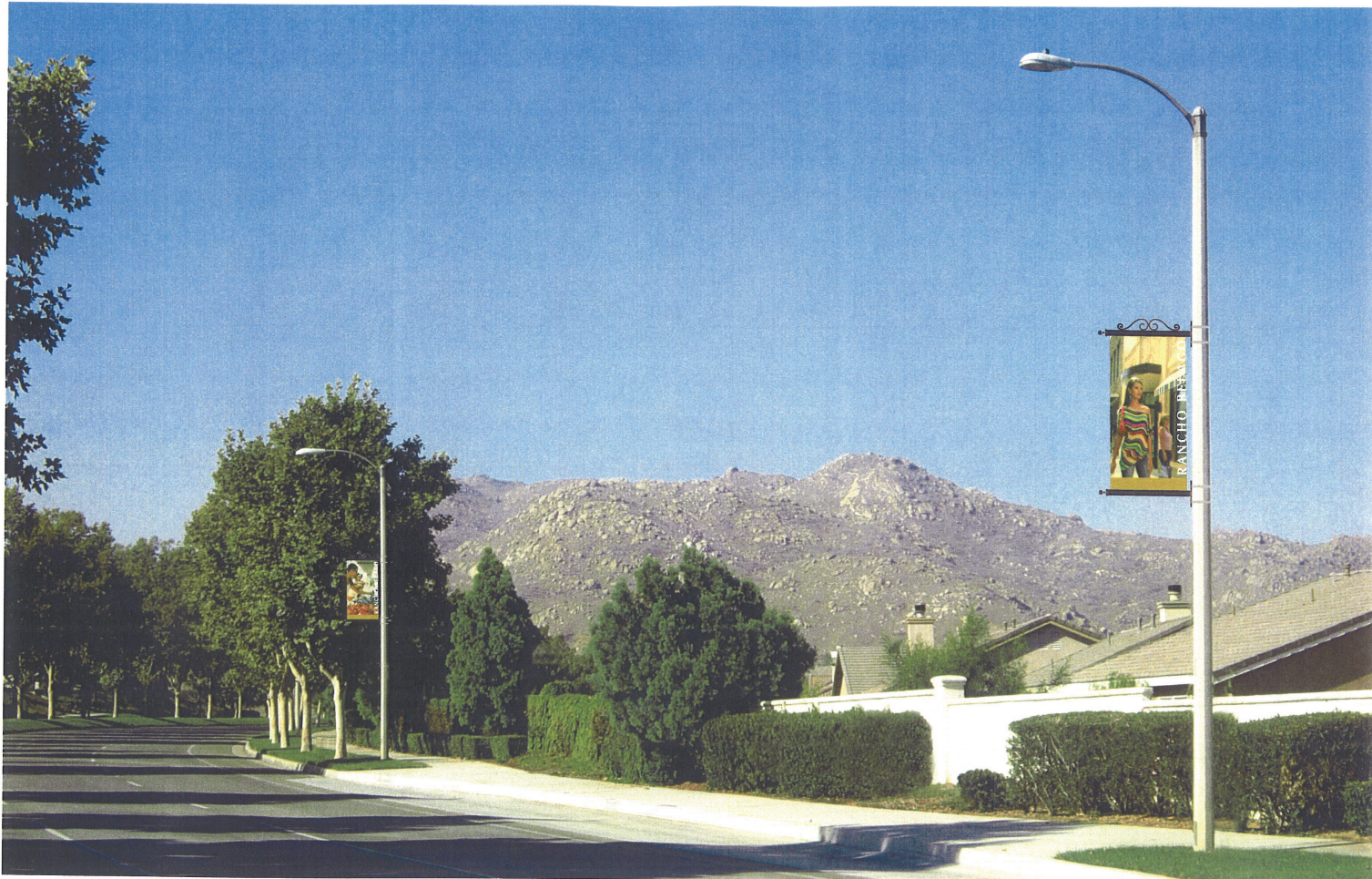


2 Detail

Scale: 3/4" = 1'-0"







1 Typical Photo Simulation

Scale: n.t.s.

.....  
**The Design Factor**

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Laguna Hills, CA 92653  
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Fax: (949) 643-2863




Project  
**Rancho Belago**  
Community Signage

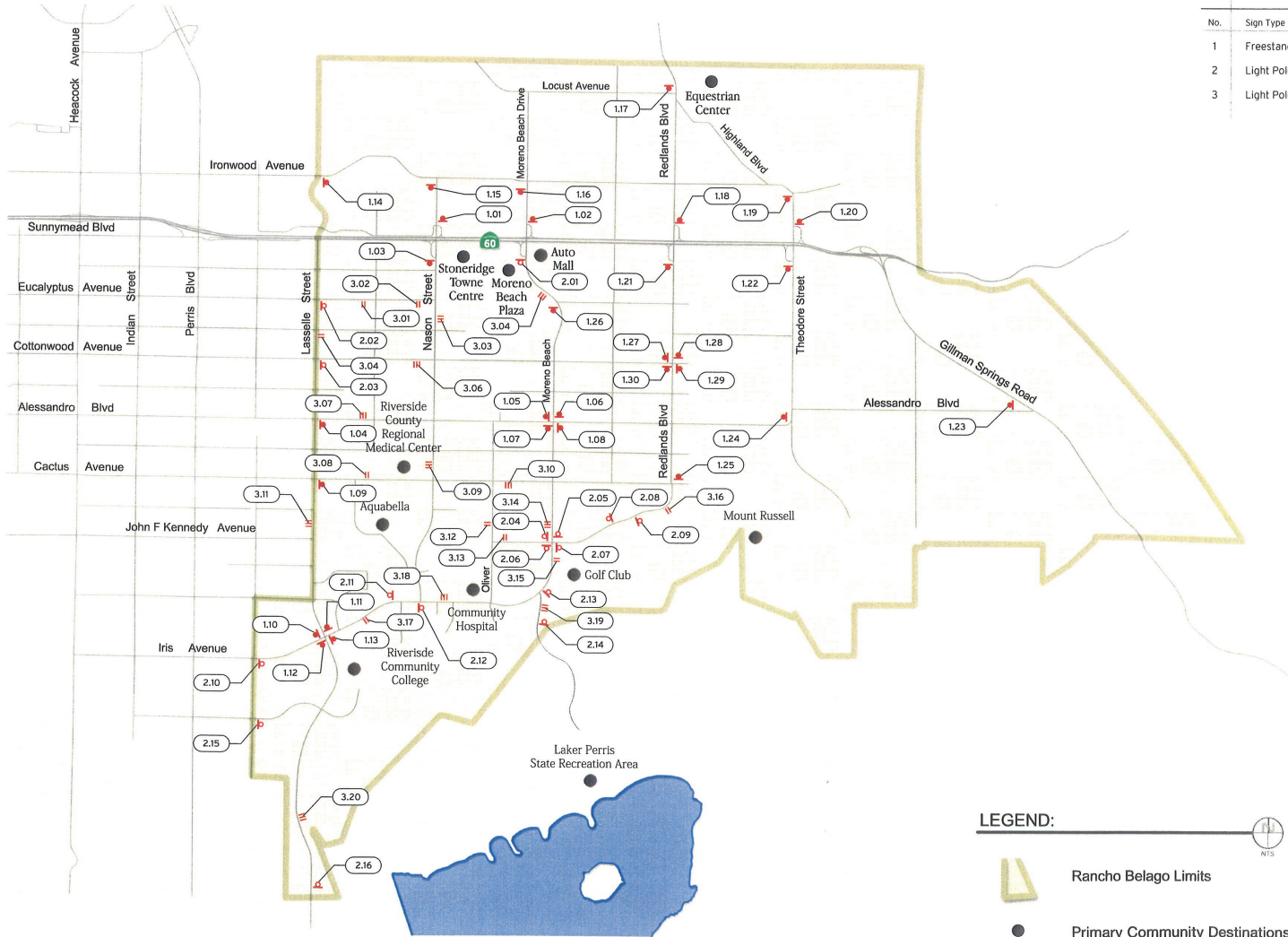
Sheet Title  
**Sign Type 3;**  
Light Pole Mounted Community  
Identification Banners -  
Photo Simulation

Sheet Number  
**RB - 3.1**  
Date  
08-10-07





Community Identification Signs

No.	Sign Type	Quantity
1	Freestanding Community Identification Sign 	30
2	Light Pole Mounted Community Identification Sign 	16
3	Light Pole Mounted Community Identification Banners 	51



LEGEND:

-  Rancho Belago Limits
-  Primary Community Destinations

1 Sign Locations

Scale: n.t.s.

-281-



**2** Details  
Scale: 1" = 1'-0"

**Freestanding Community Amenity Directional Sign**

Single sided sign with layered flat cut out sign panel secured to project themed post. Base panels with decorative scrolls to be 1/4" thick flat cut out painted aluminum secured to bracket. Face panel to be 1/8" thick painted aluminum with 1/4" thick flat cut out painted aluminum letters, applied die cut vinyl border and protective clearcoat. Post to be 4" round painted aluminum with cast aluminum decorative finial and base cladding.



**1** Location Elevation  
Scale: 3/8" = 1'-0"

Item No. G.2

**The Design Factor**

26432 Las Alturas Avenue  
Laguna Hills, CA 92653  
(949) 360-5750  
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Project  
**Rancho Belago**  
Community Signage

Sheet Title  
Sign Type 4:  
Freestanding Community  
Amenity Directional Sign

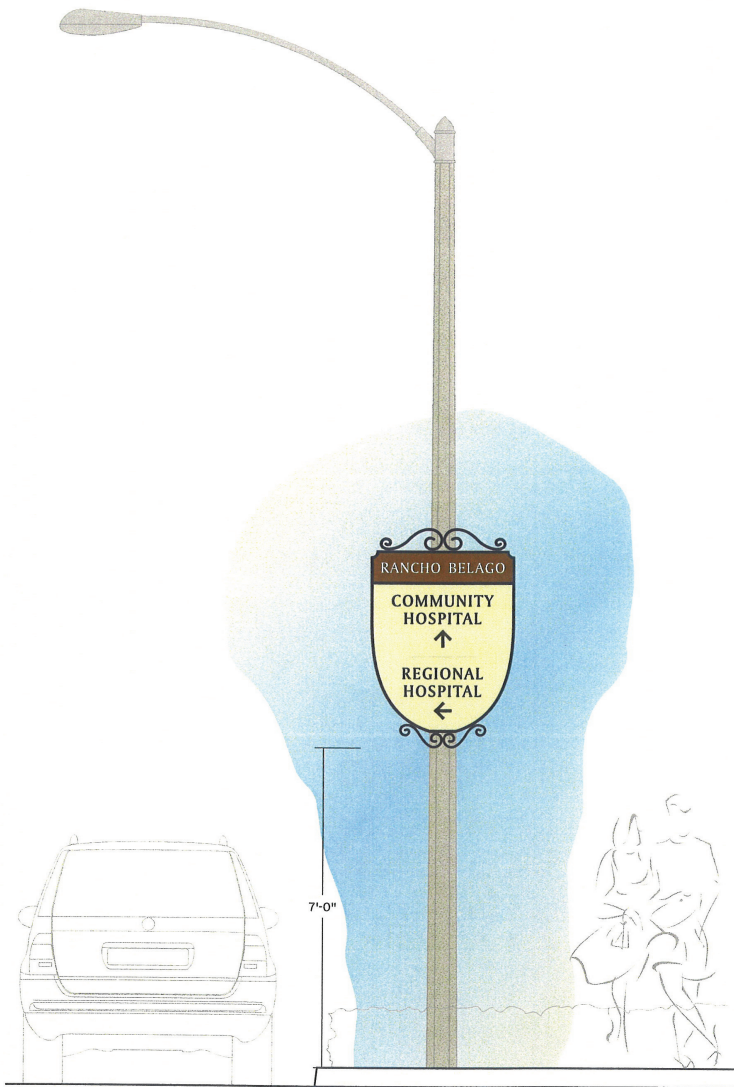
Sheet Number  
**RB - 4.0**  
Date  
08-10-07





1 Typical Photo Simulation

Scale: n.t.s.



1 Elevation

Scale: 3/8" = 1'-0"

**Light Pole Mounted Community Amenity Directional Sign**

Single sided sign with layered flat cut out sign panel secured to existing street light pole.  
Base panels with decorative scrolls to be 1/4" thick flat cut out painted aluminum secured to bracket. Face panel to be 1/8" thick painted aluminum with 1/4" thick flat cut out painted aluminum letters, applied die cut vinyl border and protective clearcoat.



2 Details

Scale: 1" = 1'-0"





1 Typical Photo Simulation

Scale: n.t.s.



*The Design Factor*

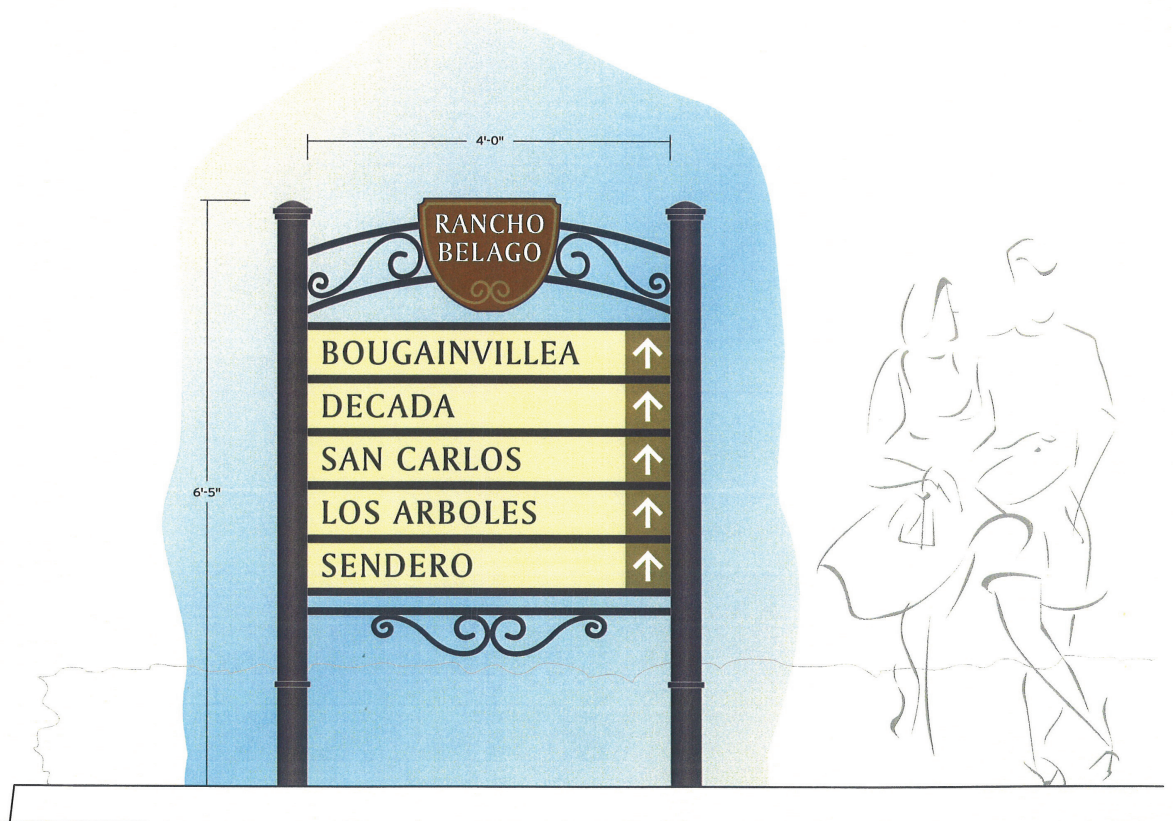
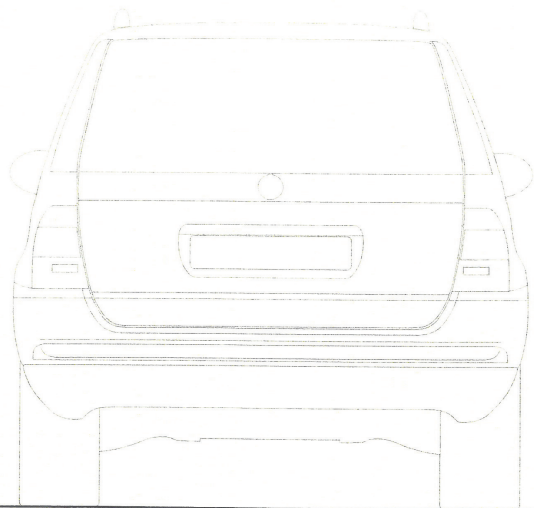
26432 Las Alturas Avenue  
 Laguna Hills, CA 92653  
 (949) 360-5750  
 Fax: (949) 643-2863

Project  
**Rancho Belago**  
 Community Signage

Sheet Title  
**Sign Type 5;**  
 Light Pole Mounted Community  
 Amenity Directional Sign -  
 Photo Simulation

Sheet Number  
**RB - 5.1**  
 Date  
 08-10-07





1 Elevation

Scale: 3/4" = 1'-0"

**The Design Factor**

26432 Las Alturas Avenue  
Laguna Hills, CA 92653  
(949) 360-5750  
Fax: (949) 643-2863

Project  
**Rancho Belago**  
Community Signage

Sheet Title  
**Sign Type 6;**  
Residential Product Directional Sign

Sheet Number  
**RB - 6.0**  
Date  
08-10-07





1 Typical Photo Simulation

Scale: n.t.s.



*The Design Factor*

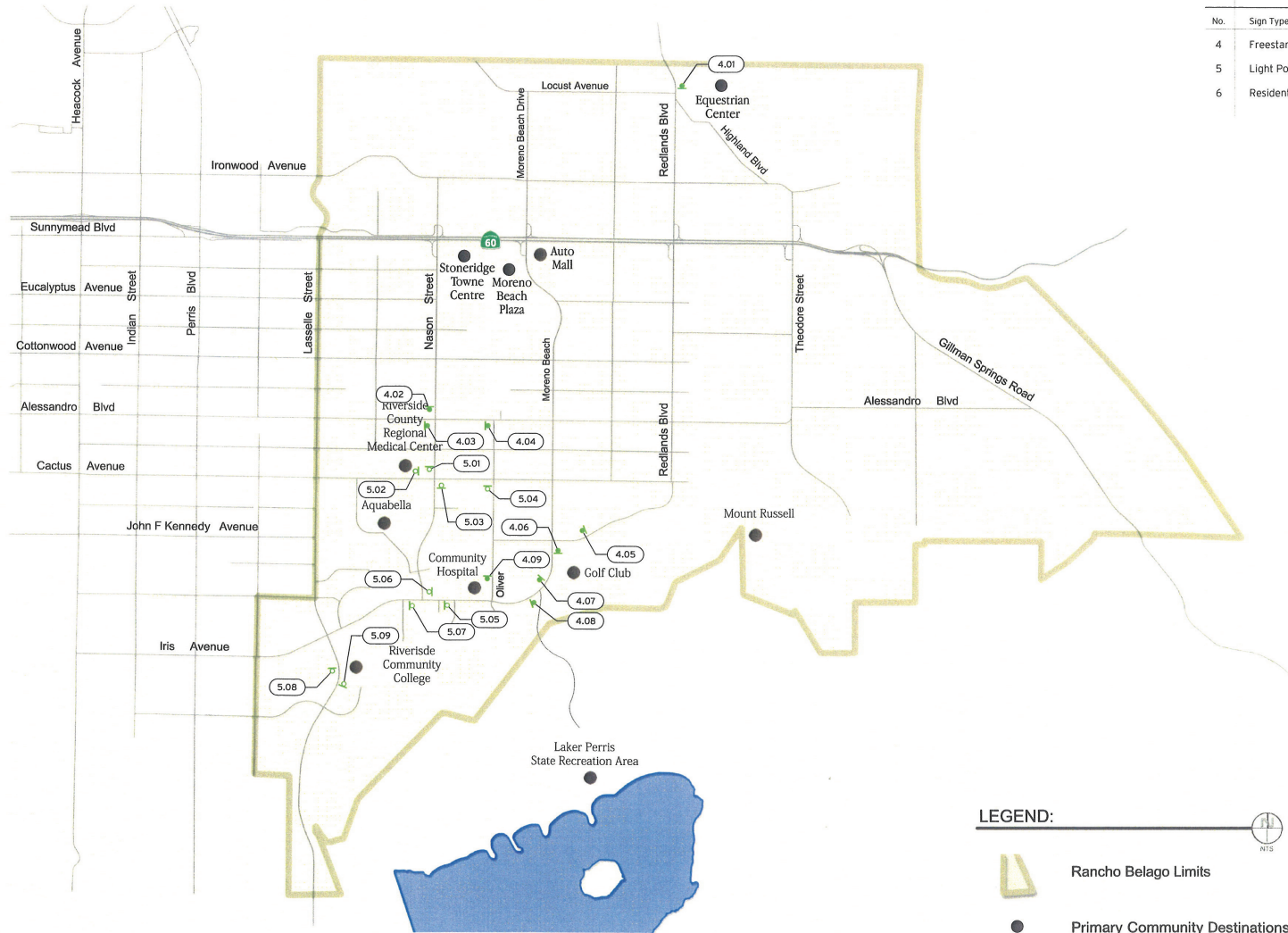
26432 Las Alturas Avenue  
 Laguna Hills, CA 92653  
 (949) 360-5750  
 Fax: (949) 643-2863

Project  
**Rancho Belago**  
 Community Signage

Sheet Title  
**Sign Type 6:**  
 Residential Product Directional Sign -  
 Photo Simulation

Sheet Number  
**RB - 6.1**  
 Date  
 08-10-07







**Community Directional Signs**

No.	Sign Type	Quantity
4	Freestanding Community Amenity Directional Sign	9
5	Light Pole Mounted Community Amenity Directional Sign	9
6	Residential Product Directional Sign (locations not shown)	

**LEGEND:**

-  Rancho Belago Limits
-  Primary Community Destinations



**1 Sign Locations**

Scale: n.t.s.

**The Design Factor**

26432 Las Alturas Avenue  
Laguna Hills, CA 92653  
(949) 360-5750  
Fax: (949) 643-2863

Project  
**Rancho Belago**  
Community Signage

Sheet Title  
**Community Directional Sign**  
Location Plan

Sheet Number  
**RB-SP 2**  
Date  
08-10-07

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# CITY MANAGER'S REPORT

**(Informational Oral Presentation only –  
not for Council action)**

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ORDINANCE NO. 809

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA08-0019 TO CHANGE THE LAND USE DISTRICT FROM OFFICE COMMERCIAL AND RESIDENTIAL 15 (R15/O) TO NEIGHBORHOOD COMMERCIAL (NC). THE PROJECT CONSISTS OF TWO LOTS WITH A TOTAL OF 1.34 ACRES LOCATED ON THE SOUTHWEST CORNER OF DRACAEA AVENUE AND DAY STREET ASSESSORS PARCEL NUMBERS 263-180-007 AND 263-180-080.

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

SECTION 1:

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

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

1.3 Page 67 of the City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Zone Change (PA08-0019).

1.4. An Initial Study has been completed for PA08-0019 (Zone Change). Based upon the Initial Study, a determination has been made that, as designed and conditioned, this project will not result in the potential for significant impacts to the environment. Therefore, adoption of a Negative Declaration is appropriate.

SECTION 2: FINDINGS

2.1 With respect to the proposed change to page 67 of the City of Moreno Valley Official Zoning Atlas, and based upon substantial evidence presented to the City Council during the public hearing on January 26, 2010, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

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

**FACT:** The proposed Zone Change would not conflict with the goals, objectives, policies or programs of the General Plan. The General Plan designation for this site based on a General Plan Amendment approved with PA08-0020.

The project includes a Zone Change to change the existing land use for Assessor's Parcel Numbers 263-180-007 AND 263-180-080 and a General Plan Amendment. The project site current land use designation is Office Commercial and Residential 15 (O/R15). This project proposes to change the Zoning designation to Neighborhood Commercial (NC). There is no development application associated with the proposed land use change.

Transportation staff required a traffic study. Findings from that study show that a change in the zoning will almost triple the daily trips for the site of 109 with the existing zoning and 298 with the proposed zoning, however, no unacceptable levels of service were identified.

2. Conformance with Specific Plan Policies – The proposed use is consistent with any applicable Specific Plan.

**FACT:** The project site is not within a specific plan area.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

**FACT:** The proposed Zone Change will not adversely affect the public health, safety or general welfare. An initial study of the potential environmental impacts of the amendment has been conducted in accordance with the provisions of the California Environmental Quality Act (CEQA). A Negative Declaration has been considered and prepared, as there is no evidence that the proposed land use change will have a significant affect on public health or be materially injurious to surrounding properties or the environment as a whole.

4. Conformance with Title 9 – The proposed amendment to change the zoning atlas is consistent with the purposes and intent of Title 9.

**FACT:** The applicant has met the City's Municipal Code and other regulations to change the zone. As proposed, the zone change from Office/Residential 15 to Neighborhood Commercial is consistent with the purposes and intent of Title 9.

### SECTION 3: ZONE CHANGE

3.1 Based on the findings contained in Section 2 of this Ordinance, the City Council hereby adopts a Zone Change to change to the zoning districts from Office/Residential 15 to Neighborhood Commercial (NC) for the approximately 1.34 ACRES LOCATED ON THE SOUTHWEST CORNER OF DRACAEA AVENUE AND DAY STREET ASSESSORS PARCEL NUMBERS 263-180-007 AND 263-180-080 subject to the revised zoning designation depicted in the attached Exhibit A.

SECTION 4: EFFECT OF ENACTMENT

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE

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

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

ORDINANCE JURAT

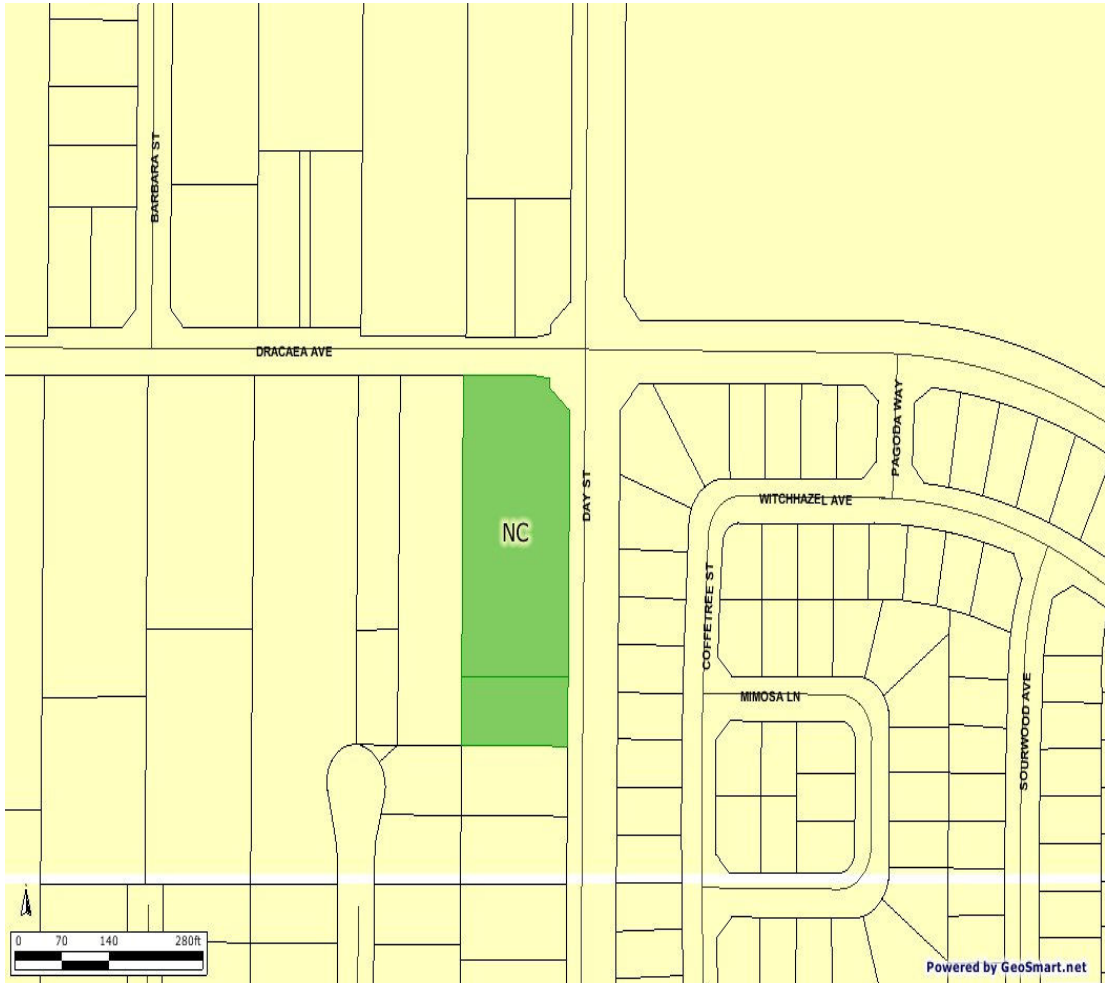
[Clerk's office will prepare]

**[NOTE: Any attachments or exhibits to this ordinance should follow this jurat.]**





**CHANGE OF ZONE**  
Application No. PA08-0019  
Ordinance No. 809



**LEGEND**



**Neighborhood Commercial (From R15/Office Commercial)**



**EXHIBIT A**

Ordinance No. 809  
Date Adopted: \_\_\_\_\_

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