

**REGULAR MEETING  
AGENDA**

**April 21, 2026**

**6:00 PM**

**City Hall Council Chamber – 14177 Frederick Street**

**CITY COUNCIL OF THE CITY OF MORENO VALLEY  
MORENO VALLEY COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS\*  
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE  
CITY OF MORENO VALLEY  
MORENO VALLEY HOUSING AUTHORITY BOARD OF DIRECTORS  
MORENO VALLEY PUBLIC FINANCING CORPORATION BOARD OF DIRECTORS  
MORENO VALLEY PUBLIC FINANCING AUTHORITY  
BOARD OF LIBRARY TRUSTEES  
MORENO VALLEY COMMUNITY FOUNDATION BOARD OF DIRECTORS**

\*The City Council receives a separate stipend from the Community Services District Board of Directors

*Ulises Cabrera, Mayor  
Elena Baca-Santa Cruz, Councilmember (District #1)  
Edward A. Delgado, Councilmember (District #2)  
Erlan Gonzalez, Mayor Pro Tem (District #3)  
Cheylynda Barnard, Councilmember (District #4)*

**MEETING CALENDAR**

**City Council Regular Meetings**  
First and Third Tuesdays of the Month at 6:00 PM  
**City Council Closed Sessions**  
Scheduled As Needed Commencing at 4:00 PM or Thereafter  
**City Council Special Recognition/Presentations**  
First and Third Tuesdays of the Month  
Scheduled As Needed Commencing at 5:30 PM  
**City Council Study Sessions**  
Second Tuesdays of the Month  
Scheduled As Needed Commencing at 6:00 PM

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE**

**C. INVOCATION**

Pastor David Rivera from Oasis Community Church

**D. LAND ACKNOWLEDGEMENT**

We wish to acknowledge that we are on the unceded lands of the Cahuilla (*kuh-wee-uh*) and Páyomkawichum (*Pah-YOM-KAH-WEE-chum*) or Luiseño (*lew-wee-SAY-nyoh*), who as original inhabitants, and now as Sovereign Tribal Nations, have continued to live and thrive upon these lands since time immemorial.

**E. ROLL CALL**

**F. MOTIONS TO EXCUSE ABSENCES**

**Recommendation(s)**

Approve Excused Absences

**G. STAFF INTRODUCTIONS**

**H. APPROVAL OF ORDER OF AGENDA**

**Recommendation(s)**

Approve Agenda Order

**I. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA**

Speakers shall have a total of three minutes to comment on any matters not on the agenda.

Comments must pertain to matters within the subject matter jurisdiction of the City Council and/or Affiliated Boards.

**J. JOINT CONSENT CALENDARS**

Speakers have a total of three minutes to comment on all matters on the Joint Consent Calendar which are not pulled for separate discussion by the City Council and/or Affiliated Boards.

Any member of the City Council or Affiliated Boards may pull an item from the Joint Consent Calendar for discussion purposes, prior to approval of the Joint Consent Calendar.

After any requested discussion involving any given Consent item has taken place, all Consent items may be approved with one motion.

**Recommendation(s)**

Approve the Joint Consent Calendars

**J.1 ORDINANCES – SECOND READING/ADOPTION**

Waive the Full Reading of all Ordinances listed on the Agenda and Adopt all Ordinances by Title Only.

**J.2 MINUTES - CITY COUNCIL - CLOSED SESSION - APRIL 7, 2026 4:00 PM**

**J.3 MINUTES - CITY COUNCIL - REGULAR MEETING - APRIL 7, 2026 6:00 PM**

**Recommendation(s)**

Approval of City Council and Affiliated Boards' Regular Meeting Minutes for April 7, 2026 Closed Session and April 7, 2026 Regular Meeting.

**J.4 APPROVAL OF SITE CONTROL FOR LEGACY RIDGE 150-UNIT AFFORDABLE SENIOR HOUSING PROJECT AT ALESSANDRO & LASSELLE (APN 486-280-044) (REPORT OF: FINANCIAL & MANAGEMENT SERVICES) (DISTRICT 3)**

Adopt City Council Resolution No. 2026-XX

**Recommendation(s)**

That the City Council:

1. Adopt City Council Resolution No. 2026-XX approving the Site Control Award Letter with Option Agreement issued by the City of Moreno Valley to Rancho Belago Developers, Inc., a California corporation ("RBD" or "Developer") or its affiliate for development of the Legacy Ridge Senior Affordable Housing Project, including authority for the City Manager in consultation with the City Attorney to execute and implement the Site Control Award Letter and Option Agreement.

**J.5 ANNEXATION OF CERTAIN PARCELS INTO CFD NO. 2014-01 (MAINTENANCE SERVICES) AND CFD NO. 2023-01 (PUBLIC SAFETY SERVICES) (REPORT OF: FINANCIAL & MANAGEMENT SERVICES) (DISTRICT: 1, 2, 3)**

Pursuant to Landowner Petitions, Annex Certain Parcels into Community Facilities District No. 2014-01 (Maintenance Services) and Community Facilities District No. 2023-01 (Public Safety Services) (Reso No. 2026-XX and Reso No. 2026-XX)

**Recommendation(s)**

That the City Council:

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2026-XX, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended maps for said District, for the specific properties as listed in the Discussion section of this staff report and as previously approved by the Landowner and certified by the City's Election Official (Amendment

No. 94 and 95).

2. Acting as the legislative body of Community Facilities District No. 2023-01 (Public Safety Services), adopt Resolution No. 2026-XX, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to the City of Moreno Valley Community Facilities District, for the specific properties as listed in the Discussion section of this staff report and as previously approved by the Landowner and certified by the City's Election Official (Amendments Nos. 123, 148, 154-157, and 159-161).

**J.6 ANNEXATION OF CERTAIN PARCELS INTO CFD NO. 2021-01 (PARKS MAINTENANCE) (REPORT OF: FINANCIAL & MANAGEMENT SERVICES) (DISTRICT: 1, 2, 3)**

Pursuant to Landowner Petitions, Annex Certain Parcels into Community Facilities District No. 2021-01 (Parks Maintenance) (Reso No. CSD 2026-XX)

**Recommendation(s)**

That the City Council:

1. Adopt Resolution No. CSD 2026-XX, a Resolution of Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to Moreno Valley Community Services District Community Facilities No. 2021-01 (Parks Maintenance) and approving the amended maps for said District, for the specific properties as listed in the Discussion section of this staff report and as previously approved by the Landowner and certified by the City's Election Official (Amendment Nos. 302, 325, 331, 332, 334, and 336).

**J.7 LIST OF PERSONNEL CHANGES (REPORT OF: HUMAN RESOURCES) (DISTRICT: NOT APPLICABLE)**

List of Personnel Changes (March 1, 2026 – March 31, 2026)

**Recommendation(s)**

That the City Council:

1. Ratify the list of personnel changes as described.

**J.8 ACCEPT ONE-TIME 21ST CENTURY COMMUNITY LEARNING CENTERS SUPPLEMENTAL GRANT FUNDING FROM CALIFORNIA DEPARTMENT OF EDUCATION FOR THE AFTER SCHOOL EDUCATION AND SAFETY (ASES) PROGRAM (REPORT OF: PARKS & COMMUNITY SERVICES) (DISTRICT: ALL DISTRICTS)**

Acceptance of the 21<sup>st</sup> Century Community Learning Centers Supplemental Grant Funding from California Department of Education for the After School Education and Safety (ASES) Program.

**Recommendation(s)**

That the City Council and Community Services District:

1. Accept the 21<sup>st</sup> Century Community Learning Centers supplemental one-time grant award in the amount of \$2,700,000 from the California Department of Education for the enhancement of the existing After School Education and Safety Program (ASES);
2. Authorize the City Manager, or their designee, to enter into an agreement and any subsequent amendments with Think Together, Inc. for operation of the existing After School Education and Safety (ASES) Program at the Moreno Valley Unified School District and Val Verde Unified School District grant approved sites; and issuance of associated Purchase Order once the Agreement has been fully executed; and
3. Approve budget adjustments as set forth in the Fiscal Impact section of this report.

**J.9 PEN22-0130 (TRACT 38443) AND PEN22-0131 (TRACT 38442) COOPERATIVE AGREEMENT FOR THE MORENO VALLEY MASTER DRAINAGE PLAN LINE H, STAGE 3, SUNSET CROSSINGS DRIVE (REPORT OF: PUBLIC WORKS) (DISTRICT 3)**

PEN22-0130 (Tract 38443) And PEN22-0131 (Tract 38442) Approval Of The Cooperative Agreement Between The Riverside County Flood Control And Water Conservation District, The City Of Moreno Valley, And D.R. Horton Los Angeles Holding Company, Inc., For The Moreno Master Drainage Plan Line H, Stage 3, Located On Sunset Crossings Drive Between Alessandro Boulevard And Cottonwood Avenue

**Recommendation(s)**

That the City Council:

1. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District, the City of Moreno Valley, and D.R. Horton Los Angeles Holding Company, Inc., for the Moreno Master Drainage Plan Line H, Stage 3, located in Sunset Crossings Drive between Alessandro Boulevard and Cottonwood Avenue;
2. Authorize the City Manager to execute the Cooperative Agreement; and
3. Direct the City Clerk to forward the signed Cooperative Agreement to the District.

**J.10 AUTHORIZE AN AGREEMENT FOR PROFESSIONAL SECURITY SYSTEMS SERVICES AT CITY-OWNED FACILITIES AND SITES (REPORT OF: PUBLIC WORKS) (DISTRICT: ALL DISTRICTS)**

Authorize A Five-Year Agreement For Professional Services With Securitas Technology Corporation For installation, Monitoring And Repairs Of Security Systems At City-Owned Facilities And Sites Utilizing The Cooperative Agreement With Sourcewell

**Recommendation(s)**

That the City Council:

1. Approve the Agreement for Professional Services between the City of Moreno Valley and Securitas Technology Corporation for the installation, monitoring, and

repairs of security systems at city-owned facilities and sites;

2. Authorize the City Manager, or his designee, to execute the five-year Agreement for Professional Services with Securitas Technology Corporation for a total not-to-exceed amount of \$750,000; and

3. Authorize the City Manager, or his designee, the authority to execute any subsequent amendments to the Agreement with Securitas Technology Corporation, including the authority to authorize associated Purchase Orders and Change Orders in accordance with the Agreement's terms, subject to the approval of the City Attorney and within the budgetary amounts previously approved by the City Council as part of the adopted and/or amended budget process.

## **K. PUBLIC HEARINGS**

Public testimony on each Public Hearing item shall be limited to three minutes per speaker and must pertain to the subject under consideration.

Those wishing to testify are encouraged to complete and submit a GOLDENROD speaker slip to the City Clerk Staff.

### **K.1 2024 GENERAL PLAN UPDATE, ASSOCIATED ZONING TEXT AND ZONING ATLAS AMENDMENT, 2024 CLIMATE ACTION PLAN AND 2024 REVISED FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT (REPORT OF: COMMUNITY DEVELOPMENT) (DISTRICT: ALL DISTRICTS)**

2024 General Plan Update, Associated Zoning Text And Zoning Atlas Amendment, 2024 Climate Action Plan, And 2024 Revised Final Program Environmental Impact Report

#### **Recommendation(s)**

That the City Council:

1. ADOPT Resolution No. 2026-[next in order], Approving and Adopting the Findings of Fact, Mitigation Monitoring and Reporting Program, and Statement of Overriding Considerations, and Certifying the 2024 Revised Final Program Environmental Impact Report;

2. ADOPT Resolution No. 2026-[next in order], Approving the 2024 General Plan Update and 2024 Climate Action Plan; and

3. INTRODUCE [First Reading] Ordinance No. 2026-[next in order], Approving Associated Zoning Text and Zoning Atlas Amendments.

### **K.2 PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG PROJECT APPLICATIONS FOR INCLUSION IN PROGRAM YEAR 2026/27 DRAFT ANNUAL ACTION PLAN (REPORT OF: FINANCIAL & MANAGEMENT SERVICES) (DISTRICT: ALL DISTRICTS)**

Public Hearing to review the CDBG, HOME, & ESG project applications for inclusion

in Program Year 2026/27 Draft Annual Action Plan

**Recommendation(s)**

That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grants Program (ESG) programs to allow the public an opportunity to comment on the project applications for inclusion in the draft Program Year (PY) 2026/27 Annual Action Plan.

**L. GENERAL BUSINESS**

Public comment on each General Business item shall be limited to three minutes per speaker and must pertain to the subject under consideration.

Those wishing to speak are encouraged to complete and submit a BLUE speaker slip to the City Clerk Staff.

**L.1 ADOPTION OF RESOLUTION SUPPORTING AB 2083 TO FORM THE MORENO VALLEY–PERRIS CHILDCARE SPECIAL DISTRICT AND AUTHORIZE CITY REPRESENTATION ON THE GOVERNING BOARD (REPORT OF: CITY CLERK) (DISTRICT: ALL DISTRICTS)**

Adoption of Resolution Supporting Assembly Bill 2083 to Establish the Moreno Valley–Perris ChildCare Special District and Authorize City Participation

**Recommendation(s)**

That the City Council:

1. Adopt Resolution No. 2026-XX supporting Assembly Bill 2083 to establish a Moreno Valley-Perris ChildCare Special District.
2. Express the City’s intent to participate in the governance of the ChildCare District, including appointing representatives to the District board.

**L.2 APPROVAL OF REVISIONS TO POLICY 1.10 REGARDING BOARD AND COMMISSION TERM LIMITS AND PLANNING COMMISSION INTERVIEW PROCEDURES (REPORT OF: CITY MANAGER) (DISTRICT: ALL DISTRICTS)**

Approve Policy 1.10 – City Council Advisory Boards & Commissions, Revise Section II – Boards and Commissions, Subsection F – Terms, and Revise Section III – Appointment Procedures to Add Subsection G: Planning Commission Interview Process

**Recommendation(s)**

That the City Council:

1. Approve Policy 1.10 – City Council Advisory Boards & Commissions, revise Section II – Boards and Commissions, Subsection F – Terms to establish term limits,

and revise Section III – Appointment Procedures to add Subsection G: Planning Commission Interview Process.

**L.3 REGULAR AND URGENCY ORDINANCES REGARDING ROTATIONAL TOW SERVICES PROGRAM (REPORT OF: CITY MANAGER) (DISTRICT: ALL DISTRICTS)**

Regular and Urgency Ordinances Regarding Rotational Tow Services Program

**Recommendation(s)**

That the City Council:

1. ADOPT Urgency Ordinance No. XX amending Chapter 12.14 (Police and City of Moreno Valley Rotational Tow Service) to allow tow operators with principal places of business and storage facilities located within a certain distance from the City's jurisdictional boundaries to also participate in the City's Rotational Tow Service Program;

2. INTRODUCE and subsequently adopt Ordinance No. XX amending Chapter 12.14 (Police and City of Moreno Valley Rotational Tow Service) to allow tow operators with principal places of business and storage facilities located within a certain distance from the City's jurisdictional boundaries to also participate in the City's Rotational Tow Service Program; and

3. Direct staff to immediately prepare and distribute a revised Request for Proposal that references any approved revisions to the City's Rotational Tow Service Program.

**M. REGIONAL COMMISSION/COMMITTEE/BOARD REPORTS**

**M.1 March Joint Powers Commission (JPC)**

**M.2 Riverside County Habitat Conservation Agency Board of Directors (RCHCA)**

**M.3 Riverside County Transportation Commission (RCTC)**

**M.4 Riverside Transit Agency Board of Directors (RTA)**

**M.5 Western Riverside Council of Governments Executive Committee (WRCOG)**

**M.6 Western Riverside County Regional Conservation Authority Board of Directors (RCA)**

**M.7 School District/City Joint Task Force**

**M.8 Southern California Association of Governments (SCAG)**

**N. EMPLOYEE ASSOCIATION REPORTS**

**O. CITY MANAGER'S REPORT**

**P. CITY COUNCIL CLOSING COMMENTS**

Individual Council Member comments shall be limited to five minutes.

**Q. FUTURE AGENDA ITEMS**

To add an item to a future agenda, there must be a motion, second and a majority vote of those present at the meeting. To avoid a Brown Act violation, there shall be no discussion of the merits of any such future agenda items.

**R. ADJOURNMENT**

**CERTIFICATION**

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

City Hall, City of Moreno Valley  
14177 Frederick Street

Moreno Valley Library  
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center  
25075 Fir Avenue

Patty Rodriguez, CMC  
Manager of the Office of the Mayor and City Council/City Clerk

Date Posted: April 16, 2026

**PUBLIC INSPECTION & DISTRIBUTION**

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

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

**AMERICANS WITH DISABILITIES ACT NOTICE**

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 and

all related federal rules and regulations. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the ADA Coordinator, at 951.413.3350 at least 72 hours before the meeting. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.



## **MINUTES**

### **CLOSED SESSION MEETING**

**April 7, 2026**

**4:00 pm**

**CITY COUNCIL OF THE CITY OF MORENO VALLEY  
MORENO VALLEY COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS\*  
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF MORENO VALLEY  
MORENO VALLEY HOUSING AUTHORITY BOARD OF DIRECTORS  
MORENO VALLEY PUBLIC FINANCING CORPORATION BOARD OF DIRECTORS  
MORENO VALLEY PUBLIC FINANCING AUTHORITY  
BOARD OF LIBRARY TRUSTEES  
MORENO VALLEY COMMUNITY FOUNDATION BOARD OF DIRECTORS**

#### **A. CALL TO ORDER**

The Closed Session of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Housing Authority, Moreno Valley Public Financing Corporation, Moreno Valley Public Financing Authority, Board of Library Trustees, and the Moreno Valley Community Foundation Board of Directors was called to order at 4:01 p.m. by Mayor Cabrera in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

\*Mayor Cabrera announced that the City Council receives a separate stipend for CSD meetings

#### **B. ROLL CALL**

Ulises Cabrera - Mayor

Erlan Gonzalez - Mayor Pro Tem

Elena Baca - Santa Cruz - Councilmember

Ed Delgado - Councilmember

Cheylynda Barnard - Councilmember

**C. PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY**

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

**D. CLOSED SESSION**

D.1 CONFERENCE WITH LEGAL COUNSEL - POTENTIAL INITIATION OF LITIGATION

D.2 CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

D.3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Mayor Cabrera recessed the City Council to the Training Room, second floor, City Hall, for their Closed Session at 4:02 pm.

Mayor Cabrera reconvened the City Council in the Council Chamber from their Closed Session at 5:30 pm.

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

City Attorney Steven Quintanilla made an announcement in regards to item D.3." The City Council voted 5-0 to approve the following settlement terms: that the Box Springs Mutual Water Company will continue to collect utility tax from its users and remit the tax to the City and the City is going to waive all penalties and interest for the delinquent taxes owed to the City. The reason for that is that there was concern that the water company would pass on that cost to the customers, which the City Council does not want to happen. The settlement also provides that the City will assist with the forms that families with low incomes can submit to be exempt from paying the tax. The City Manager will have his staff work on those forms and we will rely on the low-income determinations made by other agencies with respect to determining whether someone is qualified; that includes forms that are filled out for Medi-Cal, Medicaid, CalFresh or SNAP programs."

**F. ADJOURNMENT**

There being no further business to come before the City Council, Mayor Cabrera adjourned the meeting at 5:32 pm.

Submitted by:

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M. Patricia Rodriguez  
Manager of the Office of the Mayor and City Council/City Clerk  
Secretary, Moreno Valley Community Services District  
Secretary, City as Successor Agency for the Community  
Redevelopment Agency of the City of Moreno Valley  
Secretary, Moreno Valley Housing Authority  
Secretary, Moreno Valley Public Financing Corporation  
Secretary, Board of Library Trustees  
Secretary, Public Financing Authority  
Secretary, Moreno Valley Community Foundation

Approved by:

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Ulises Cabrera  
Mayor, City of Moreno Valley  
President, Moreno Valley Community Services District  
Chairperson, City as Successor Agency for the Community  
Redevelopment Agency of the City of Moreno Valley  
Chairperson, Moreno Valley Housing Authority  
Chairperson, Moreno Valley Public Financing Corporation  
Chairperson, Board of Library Trustees  
Chairperson, Public Financing Authority  
Chairperson, Moreno Valley Community Foundation



## **MINUTES**

### **REGULAR CITY COUNCIL MEETING**

**April 7, 2026**

**6:00 pm**

**CITY COUNCIL OF THE CITY OF MORENO VALLEY  
MORENO VALLEY COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS\*  
CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF MORENO VALLEY  
MORENO VALLEY HOUSING AUTHORITY BOARD OF DIRECTORS  
MORENO VALLEY PUBLIC FINANCING CORPORATION BOARD OF DIRECTORS  
MORENO VALLEY PUBLIC FINANCING AUTHORITY  
BOARD OF LIBRARY TRUSTEES  
MORENO VALLEY COMMUNITY FOUNDATION BOARD OF DIRECTORS**

### **SPECIAL PRESENTATIONS (5:30pm)**

- 1. RECOGNITION: CLASSIFIED EMPLOYEE & DEPUTY OF THE QUARTER**  
Councilmember Delgado presented Deputy Avery with the Deputy of the 1<sup>st</sup> Quarter award, as well as CSO Naranjo for Classified Employee of the 1<sup>st</sup> quarter.
- 2. PROCLAMATION: CHILD ABUSE PREVENTION MONTH**  
Councilmember Barnard presented the Proclamation to Jill Eaton, Foundation Director of Riverside University Health System proclaiming the month of April as Child Abuse Prevention Month.
- 3. PROCLAMATION: RECOGNIZING CALIFORNIA LEAGUE OF CITIES WEEK**  
Mayor Cabrera presented the Proclamation recognizing California League of Cities week to Jesse Ramirez, Regional Public affairs Manager for the Riverside County Division of the League of California Cities.
- 4. PROCLAMATION: DONATE LIFE BLUE & GREEN DAY**

Mayor Pro Tem Gonzalez presented the Proclamation recognizing April as Donate Life Blue & Green Day to Christy Bethel, MS, Public Education and Community Development Specialist with OneLegacy.

**A. CALL TO ORDER**

The Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority, Moreno Valley Public Financing Corporation, Moreno Valley Public Financing Authority, the Board of Library Trustees, and the Moreno Valley Community Foundation Board of Directors was called to order at 6:06pm by Mayor Cabrera in the Council Chamber located at 14177 Frederick Street.

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

**B. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Councilmember Delgado.

**C. INVOCATION**

The invocation was provided by Pastor Andrew Boganwright and Issac Martinez from Sandals Church.

**D. LAND ACKNOWLEDGEMENT**

Mayor Cabrera provided the Land Acknowledgment statement.

**E. ROLL CALL**

Present:

Ed Delgado - Councilmember

Elena Baca-Santa Cruz - Councilmember

Cheylynda Barnard - Councilmember

Erlan Gonzalez - Mayor Pro Tem

Ulises Cabrera - Mayor

**F. MOTIONS TO EXCUSE ABSENCES**

None.

**G. STAFF INTRODUCTIONS**

Patty Rodriguez – Manager of the Office of the Mayor and City Council/City Clerk

Sonia Gomez – Senior Deputy City Clerk

Steven Quintanilla- City Attorney

Brian Mohan - City Manager

Launa Jimenez – Assistant City Manager/Administration

Natalia Medina – Financial Resources Division Manager

Sean Kelleher – Assistant City Manager/Development Services

Angelica Frausto-Lupo – Community Development Director

Kyle Warsinski – Economic Development Director

Melissa Walker – Public Works Director  
Jeremy Bubnick - Parks and Community Services Director

Robert Cardenas - Human Resources Director

Jesse Park - Fire Chief

Sara Mack – Chief of Police

#### **H. APPROVAL OF ORDER OF AGENDA**

**Moved by:** Councilmember Delgado District 2

**Seconded by:** Councilmember Baca-Santa Cruz District 1

Approve Agenda Order

Ayes (5): Mayor Cabrera, Councilmember Barnard District 4, Councilmember Baca-Santa Cruz District 1, Councilmember Delgado District 2, and Mayor Pro Tem Gonzalez District 3

**RESULT: Approved (5 to 0)**

#### **I. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA**

Gertrude Springer

1. Police concerns.

Fred Banuelos

1. Springtastic comments.

2. Fire concerns.

JD

1. Police concerns.

Citizen

1. Public safety concerns.

Ismael Gonzalez

1. Gilman Springs fire.

Ronday Banks

1. Youth public safety.

Christopher Baca

1. Gilman Springs Fire theory.

Steven Castro

1. Inland Compassion event.

Morgan Valle

1. Bike lane issues.

Jill S

1. Bike lane issues.

Veronica Sanders

1. Building Up Lives Foundation.

Julie Pedroza

1. Building Up Lives Foundation.

Lindsay Robinson

1. Gilman Springs Fiscal Impact analysis.

Nikita Wilson

1. Highland Fairview concerns.

Seth Cox

1. Thanked Fire Department.
2. Moreno Valley Mall spending concerns.

Bob Palomarez

1. Thanked Police and Fire Departments.

Anil Shah

1. Leasing/building issues.

Louise Palomarez

1. Concerns.

Roy Bleckert

1. Measure U.

**J. JOINT CONSENT CALENDARS**

With the conclusion of public comments, Mayor Cabrera asked the City Council if there were any items they would like pulled for separate action or discussion.

Councilmember Delgado stated he had questions for J.8.

Councilmember Baca-Santa Cruz stated she would like to pull J.7 and J.14 for separate action and discussion.

Mayor Cabrera opened the floor for Council questions of staff for item J.8.

Councilmember Delgado, Councilmember Baca-Santa Cruz, Mayor Cabrera, Mayor Pro Tem Gonzalez, and Councilmember Barnard asked questions of staff.

City Manager Brian Mohan and City Attorney Steven Quintanilla responded to the Councilmember's inquiries.

With no further Council questions, Mayor Cabrera called for public comments to be heard on J.8

Bob Palomarez

1. Concerns.

Roy Bleckert

1. Concerns.

Christopher Baca

1. Predatory towing services.

2. Police report concerns.

Joann Stephan

1. Predatory towing services.

Rylee Peak

1. Keep towed cars in Moreno Valley.

Tangela Ford

1. Keep towed cars in Moreno Valley.

2. City towing.

Louise Palomarez

1. City towing.

With the conclusion of public comments, Mayor Cabrera opened the floor for Council deliberation or comments.

Councilmember Barnard asked staff questions.

City Manager Brian Mohan and City Attorney Steven Quintanilla responded to Councilmember Barnard's inquiry.

Mayor Pro Tem Gonzalez asked questions of staff.

City Manager Brian Mohan and City Attorney Steven Quintanilla provided comments.

With no further Council deliberation or comments, Mayor Cabrera entertained a motion.

Motion made by Councilmember Delgado to reject all rotational tow service proposals, deny the approval of the recommended agreements, direct staff to present recommended revision to the Rotational Tow Service Program at a future Council meeting as soon as possible, and prepare a new request for proposals based on the revised Rotational tow Service Programs as approved by the City Council.

**Moved by:** Councilmember Delgado District 2

**Seconded by:** Mayor Cabrera

Ayes (5): Mayor Cabrera, Councilmember Barnard District 4, Councilmember Baca-Santa Cruz District 1, Councilmember Delgado District 2, and Mayor Pro Tem Gonzalez District 3

**RESULT: Approved (5 to 0)**

With the conclusion of the item, Mayor Cabrera called the staff report for item J.7.

City Manager Brian Mohan provided the staff report.

With the conclusion of the staff report, Mayor Cabrera called for Council questions of staff.

Mayor Cabrera asked questions of staff.

City Manager Brian Mohan responded to Council's inquiries.

With no further Council questions, Mayor Cabrera called for public comments to be heard.

Mayor Cabrera left the dais at 7:27pm.

Suzi Zappardo

1. City non-profit resources.
2. Supported.

Mayor Cabrera returned to the dais at 7:31pm.

Roy Bleckert

1. Transparency.

James Vega

1. Robert Garcia Boxing Academy.
2. Supported.

Councilmember Delgado left the dais at 7:47pm.

Councilmember Delgado returned to the dais at 7:49pm.

Bob Palomarez

1. Supported boxing.
2. Questions favoritism.

Ismael Gonzalez

1. Opposed.

Nathan Urena

1. Supported.

Louise Palomarez

1. Favoritism.

Albert Gonzalez

1. Supported.

Joann Stephan

1. Supported.

With the conclusion of public comments, Mayor Cabrera called for Council comments or deliberation.

Mayor Cabrera and Councilmember Delgado provided comments on the item.

City Manager Brian Mohan provided additional comments.

Councilmember Barnard, Councilmember Baca-Santa Cruz, and Mayor Pro Tem Gonzalez provided comments.

Councilmember Delgado asked questions of staff.

City Manager Brian Mohan responded to Councilmember Delgado's inquiry.

Councilmember Barnard and Councilmember Baca-Santa Cruz provided comments on the item.

City Manager Brian Mohan responded to Council's inquiries.

Mayor Cabrera, Councilmember Barnard, and Councilmember Baca-Santa Cruz deliberated on the item.

Councilmember Baca-Santa Cruz and Councilmember Barnard left the dais at: 8:35pm.

Councilmember Delgado, Mayor Pro Tem Gonzalez, and Mayor Cabrera deliberated on the item.

Councilmember Baca-Santa Cruz and Councilmember Barnard returned to the dais at 8:37pm.

Mayor Cabrera entertained a motion.

Motion to approve staff's recommendations and during the two-year term of the agreement that the City requires the quarterly reports to be conducted and reported back to the City.

**Moved by:** Mayor Cabrera

**Seconded by:** Mayor Pro Tem Gonzalez District 3

Ayes (4): Mayor Cabrera, Councilmember Barnard District 4, Councilmember Delgado District 2, and Mayor Pro Tem Gonzalez District 3

Nayes (1): Councilmember Baca-Santa Cruz District 1

**RESULT: Approved (4 to 1)**

Mayor Cabrera called for Council recess at 8:38pm.

The City Council meeting resumed at 8:49pm.

Mayor Cabrera called for item J.14 to be heard.

City Manager Brian Mohan and City Attorney Steven Quintanilla provided the staff report.

With the conclusion of the staff report, Mayor Cabrera called for Council questions of staff.

Councilmember Delgado provided comments on the item.

Mayor Pro Tem Gonzalez, Mayor Cabrera, Councilmember Baca-Santa Cruz, and asked questions of staff.

City Manager Brian Mohan and City Attorney Steven Quintanilla responded to Council's inquiries.

Councilmember Delgado, Councilmember Baca-Santa Cruz, Mayor Pro Tem Gonzalez, Mayor Cabrera asked additional questions of staff.

City Manager Brian Mohan and City Attorney Steven Quintanilla responded to Council's inquiries.

With the conclusion of Council questions, Mayor Cabrera called for public comments to be heard.

Jose Santos

1. Supported.

Christopher Baca

1. Opposed.

Roy Bleckert

1. Opposed.

Ismael Gonzalez

1. Opposed.

David Zeitz

1. Public safety needed.
2. Explore other locations.

Nathan Urena

1. Supported.

Louise Palomarez

1. Supported.

Mayor Cabrera provided comments.

Councilmember Delgado and Councilmember Baca-Santa Cruz asked staff questions.

City Attorney Steven Quintanilla responded to Council's inquiries.

Councilmember Barnard provided comments on the item.

Mayor Cabrera entertained a motion.

Motion to continue this item to allow staff time to renegotiate with Highland Fairview, on the various terms, covenants, the deed, the milestones, the thresholds, the triggers within the covenant and the deeds and bring the item back to Council.

**Moved by:** Mayor Cabrera

**Seconded by:** Mayor Pro Tem Gonzalez District 3

Ayes (3): Mayor Cabrera, Mayor Pro Tem Gonzalez District 3, and Councilmember Baca-Santa Cruz

Nayes (2): Councilmember Barnard, and Councilmember Delgado

**RESULT: Approved (3 to 2)**

With the conclusion of the item, Mayor Cabrera called for the rest of the Consent Calendar to be heard.

Mayor Cabrera called for public comments to be heard.

Roy Bleckert (J.6)

1. Deception.

Christopher Baca (J.9)

1. In-house street repavement.

Ismael Gonzalez (J.9)

1. In-house repavement.

With the conclusion of public comments, Mayor Cabrera entertained a motion to approve the remaining items on the Consent Calendar.

**Moved by:** Councilmember Baca-Santa Cruz District 1

**Seconded by:** Councilmember Delgado District 2

Ayes (5): Mayor Cabrera, Councilmember Barnard District 4, Councilmember Baca-Santa Cruz District 1, Councilmember Delgado District 2, and Mayor Pro Tem Gonzalez District 3

**RESULT: Approved (5 to 0)**

Approve the Joint Consent Calendars

J.1 ORDINANCES – SECOND READING/ADOPTION

**Moved by:** Councilmember Baca-Santa Cruz District 1

**Seconded by:** Councilmember Delgado District 2

Ayes (5): Mayor Cabrera, Councilmember Barnard District 4, Councilmember Baca-Santa Cruz District 1, Councilmember Delgado District 2, and Mayor Pro Tem Gonzalez District 3

**RESULT: Approved (5 to 0)**

J.1.1 ADOPTION (SECOND READING) OF ORDINANCE NUMBER 1039, AMENDING THE TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM AND RATES

**Moved by:** Councilmember Baca-Santa Cruz District 1

**Seconded by:** Councilmember Delgado District 2

Ayes (5): Mayor Cabrera, Councilmember Barnard District 4, Councilmember Baca-Santa Cruz District 1, Councilmember Delgado District 2, and Mayor Pro Tem Gonzalez District 3

**RESULT: Approved (5 to 0)**

J.1.2 MUNICIPAL CODE AMENDMENT (PEN26-0003) SECOND READING AND ADOPTION OF ORDINANCES REVISING TITLE 9(PLANNING AND

ZONING) AND TITLE 12 (MOBILE VENDING) OF THE MORENO VALLEY MUNICIPAL CODE

**Moved by:** Councilmember Baca-Santa Cruz District 1

**Seconded by:** Councilmember Delgado District 2

Ayes (5): Mayor Cabrera, Councilmember Barnard District 4, Councilmember Baca-Santa Cruz District 1, Councilmember Delgado District 2, and Mayor Pro Tem Gonzalez District 3

**R**  
**E**

**SULT: Approved (5 to 0)**

J.2 MINUTES - CITY COUNCIL - STUDY SESSION - MARCH 10, 2026 6:00 PM

**Moved by:** Councilmember Baca-Santa Cruz District 1

**Seconded by:** Councilmember Delgado District 2

Ayes (5): Mayor Cabrera, Councilmember Barnard District 4, Councilmember Baca-Santa Cruz District 1, Councilmember Delgado District 2, and Mayor Pro Tem Gonzalez District 3

**RESULT: Approved (5 to 0)**

J.3 MINUTES - CITY COUNCIL - CLOSED SESSION - MARCH 17, 2026 4:00 PM

**Moved by:** Councilmember Baca-Santa Cruz District 1

**Seconded by:** Councilmember Delgado District 2

Ayes (5): Mayor Cabrera, Councilmember Barnard District 4, Councilmember Baca-Santa Cruz District 1, Councilmember Delgado District 2, and Mayor Pro Tem Gonzalez District 3

**RESULT: Approved (5 to 0)**

J.4 MINUTES - CITY COUNCIL - REGULAR MEETING - MARCH 17, 2026 6:00 PM

**Moved by:** Councilmember Baca-Santa Cruz District 1

**Seconded by:** Councilmember Delgado District 2

Approval of City Council and Affiliated Boards' Regular Meeting Minutes for March 10, 2026 Study Session, March 17, 2026 Closed Session and March 17, 2026 Regular Meeting.

J.5 MASTER ATTENDANCE LOG FOR CITY COUNCIL ADVISORY  
BOARDS AND COMMISSIONS – FEBRUARY 2026 (REPORT OF: CITY  
CLERK) (DISTRICT: ALL DISTRICTS)

**Moved by:** Councilmember Baca-Santa Cruz District 1

**Seconded by:** Councilmember Delgado District 2

That the City Council:

1. Receive and File.

J.6 CITY COUNCIL LIAISON ATTENDANCE REPORT FEBRUARY 2026  
(REPORT OF: CITY CLERK) (DISTRICT: ALL DISTRICTS)

**Moved by:** Councilmember Baca-Santa Cruz District 1

**Seconded by:** Councilmember Delgado District 2

That the City Council:

1. Receive and File.

J.7 APPROVAL OF AGREEMENT WITH ROBERT GARCIA BOXING  
ACADEMY, INC. FOR COMMUNITY BOXING ACADEMY PROGRAM  
FY2026/27 AND 2027/28 (REPORT OF: CITY MANAGER) (DISTRICT:  
ALL DISTRICTS)

**Item J.7 was pulled for separate action or discussion and was voted  
on in a separate vote from the Consent Calendar. Please see  
beginning section J.**

**Moved by:** Mayor Cabrera

**Seconded by:** Mayor Pro Tem Gonzalez District 3

That the City Council:

Motion to approve staff's recommendations and during the two-year term  
of the agreement that the City requires the quarterly reports be conducted  
and reported back to the City.

Ayes (4): Mayor Cabrera, Councilmember Barnard District 4,  
Councilmember Delgado District 2, and Mayor Pro Tem Gonzalez District  
3

Nayes (1): Councilmember Baca-Santa Cruz District 1

**RESULT: Approved (4 to 1)**

J.8 AWARD ROTATIONAL TOW SERVICE PROGRAM AGREEMENTS AND ADOPT RESOLUTION SETTING ROTATIONAL TOW SERVICE PROGRAM COST RECOVERY FEES (REPORT OF: CITY MANAGER) (DISTRICT: NOT APPLICABLE)

**Moved by:** Councilmember Delgado District 2

**Seconded by:** Mayor Cabrera

**Item J.8 was pulled for separate action or discussion and was voted on in a separate vote from the Consent Calendar. Please see beginning section J.**

**RESULT: Approved (5 to 0)**

J.9 APPROVE MEASURE A LOCAL STREETS AND ROADS FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2026/27 TO 2030/31 (REPORT OF: FINANCIAL & MANAGEMENT SERVICES) (DISTRICT: ALL DISTRICTS)

**Moved by:** Councilmember Baca-Santa Cruz District 1

**Seconded by:** Councilmember Delgado District 2

That the City Council:

1. Approve and authorize submittal of the City of Moreno Valley's Measure A Local Streets and Roads Five-Year Capital Improvement Plan for Fiscal Years 2026/27 to 2030/31 and Maintenance of Effort Certificate for Fiscal Year 2026/27 to Riverside County Transportation Commission; and
2. Authorize the Director of Public Works/City Engineer to submit an annual amended five-year plan to the Riverside County Transportation Commission if changes are made to the listed Measure A projects.

**RESULT: Approved (5 to 0)**

J.10 PAYMENT REGISTER – FEBRUARY 2026 (REPORT OF: FINANCIAL & MANAGEMENT SERVICES) (DISTRICT: ALL DISTRICTS)

**Moved by:** Councilmember Baca-Santa Cruz District 1

**Seconded by:** Councilmember Delgado District 2

That the City Council:

1. Receive and file Payment Register

**RESULT: Approved (5 to 0)**

- J.11 RECOMMENDATION TO AWARD AN INDEPENDENT CONTRACTOR AGREEMENT FOR RENTAL AND SERVICE OF PORTABLE RESTROOM FACILITIES AND TEMPORARY FENCING (AGREEMENT NO 2026- XX) (REPORT OF: PARKS & COMMUNITY SERVICES) (DISTRICT: ALL DISTRICTS)

**Moved by:** Councilmember Baca-Santa Cruz District 1

**Seconded by:** Councilmember Delgado District 2

That the City Council and Community Services District:

1. Authorize to award a 5-year agreement for independent contract services to Diamond Environmental Services, LP, for portable restroom facilities and temporary fencing rental services;
2. Authorize the City Manager/Executive Director of the Moreno Valley Community Services District or his/her designee, to execute the Agreement with Diamond Environmental Services, LP, subject to the approval of the City Attorney, provided sufficient funding appropriations and program approvals have been granted by the City Council and CSD Board;
3. Authorize the issuance of purchase orders to Diamond Environmental Services, LP, for a total not-to exceed amount of \$280,000.00, over the 5-year term of the agreement, in accordance with the amounts listed in the Fiscal Impact Section of this report; and
4. Authorize the City Manager or designee to execute subsequent amendments to the Agreement with Diamond Environmental Services, LP, including the authority to authorize associated purchase orders in accordance with the Agreement's terms, subject to the approval of the City Attorney and within budgetary amounts previously approved by City Council as part of the adopted and/or amended budget process.

**RESULT: Approved (5 to 0)**

- J.12 ADOPTION OF THE FISCAL YEAR 2026–2027 STORM WATER PROTECTION PROGRAM BUDGET FOR COUNTY SERVICE AREA 152 (REPORT OF: PUBLIC WORKS) (DISTRICT: ALL DISTRICTS)

**Moved by:** Councilmember Baca-Santa Cruz District 1

**Seconded by:** Councilmember Delgado District 2

That the City Council:

1. Adopt the County Service Area 152 Storm Water Protection Program budget for Fiscal Year 2026–2027 in the amount of \$710,354; and
2. Authorize the continuation of the levy of the Fiscal Year 2026–2027 CSA 152 Storm Water Protection Program budget in the amount of \$710,354 and continuation of the levy of the County Service Area 152 assessment at \$8.15 per Benefit Assessment Unit.

**RESULT: Approved (5 to 0)**

J.13 PURCHASE OF UTILITY TRANSFORMERS (REPORT OF: PUBLIC WORKS) (DISTRICT: ALL DISTRICTS)

**Moved by:** Councilmember Baca-Santa Cruz District 1

**Seconded by:** Councilmember Delgado District 2

That the City Council:

1. Authorize the award of a purchase agreement to ULS Corporate Inc. for the purchase of utility transformers;
2. Authorize the City Manager to execute the agreement with ULS Corporate Inc. in the amount of \$710,651.41, subject to approval by the City Attorney;
3. Authorize the issuance of a Purchase Order to ULS Corporate Inc. in the amount of \$710,651.41, funded by the MVU Restricted Asset Fund balance (Fund 6011), once the agreement has been signed by all parties; and
4. Authorize the City Manager to execute any subsequent Amendments to the Agreement with ULS Corporate Inc. within the City Council approved annual budgeted amounts, including the authority to authorize the associated purchase orders in accordance with the terms of the agreement, subject to the approval of the City Attorney.

**RESULT: Approved (5 to 0)**

J.14 AWARD AN AGREEMENT FOR PROFESSIONAL CONSULTANT ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE MORENO VALLEY PUBLIC SAFETY CAMPUS PROJECT NUMBER 803 0072 (REPORT OF: PUBLIC WORKS) (DISTRICT 3)

**Item J.14 was pulled for separate action or discussion and was voted on in a separate vote from the Consent Calendar. Please see beginning section J.**

**Moved by:** Mayor Cabrera

**Seconded by:** Mayor Pro Tem Gonzalez District 3

Ayes (3): Mayor Cabrera, Councilmember Baca-Santa Cruz District 1, and Mayor Pro Tem Gonzalez District 3

Nayes (2): Councilmember Barnard District 4, and Councilmember Delgado District 2

**RESULT: Approved (3 to 2)**

J.15 ACCEPTANCE OF THE CALTRANS HIGHWAY SAFETY IMPROVEMENT PROGRAM CYCLE 12 GRANT FOR THREE PROJECTS (REPORT OF: PUBLIC WORKS) (DISTRICT: ALL DISTRICTS)

**Moved by:** Councilmember Baca-Santa Cruz District 1

**Seconded by:** Councilmember Delgado District 2

That the City Council:

1. Accept and approve the Program Supplement Agreement between the California Department of Transportation and the City of Moreno Valley for the Traffic Signal Improvements Iris Ave to John F. Kennedy Dr. Project in the amount of \$916,290 (Fund 3001) with a city local match of \$101,810 (Fund 3004);
2. Accept and approve the Program Supplement Agreement between the California Department of Transportation and the City of Moreno Valley for the Dracaea Ave to Helmsdale Traffic Signal Improvement Project in the amount of \$314,640 (Fund 3001) with a city local match of \$34,960 (Fund 3004);
3. Accept and approve the Program Supplement Agreement between California Department of Transportation and the City of Moreno Valley for the Citywide Traffic Signal Improvements – HSIP C12) Project in the amount of \$1,627,200 (Fund 3001) with a city local match of \$180,800 (Fund 3004);
4. Authorize the Public Works Director/City Engineer to execute the Program Supplement Agreements and any subsequent agreements, extensions or amendments, subject to the procurement policy and approval of the City Attorney; and
5. Authorize a budget adjustment as set forth in the Fiscal Impact section of this report.

**RESULT: Approved (5 to 0)**

**K. PUBLIC HEARINGS - NONE**

**L. GENERAL BUSINESS**

Mayor Cabrera called for a Council recess at 10:04pm.

The City Council meeting resumed at 10:14pm.

**L.1 BACKGROUND INFORMATION REGARDING POLICY 1.10 – CITY COUNCIL ADVISORY BOARDS & COMMISSIONS (REPORT OF: CITY MANAGER) (DISTRICT: ALL DISTRICTS)**

City Manager Brian Mohan provided the staff report.

With the conclusion of the staff report, Mayor Cabrera called for Council questions of staff.

With no Council questions of staff, Mayor Cabrera called for public comments to be heard.

Roy Bleckert

1. Supported Planning Commission interviews.

Nathan Urena

1. Interviews for all commissioners.

2. Add term limits.

Louise Palomarez

1. Supported Planning Commission interviews.

Christopher Baca

1. Remove all commissioners and start new.

With the conclusion of public comments, Mayor Cabrera called for Council deliberation.

Councilmember Barnard provided background information on the item.

Mayor Pro Tem Gonzalez and Mayor Cabrera provided comments on the item.

Mayor Cabrera made a motion.

**Moved by:** Mayor Cabrera

**Seconded by:** Councilmember Barnard District 4

Motion to approve staff's recommendations and to establish term limits for all commissioners to three terms.

Ayes (5): Mayor Cabrera, Councilmember Barnard District 4, Councilmember Baca-Santa Cruz District 1, Councilmember Delgado District 2, and Mayor Pro Tem Gonzalez District 3

**RESULT: Approved (5 to 0)**

L.2 SISTER CITY PROGRAM SURVEY RESULTS AND COMMITTEE RELAUNCH UPDATE (REPORT OF: CITY MANAGER) (DISTRICT: NOT APPLICABLE)

City Manager Brian Mohan provided the staff report.

With the conclusion of the staff report, Mayor Cabrera called for Council questions of staff.

With no Council questions of staff, Mayor Cabrera called for public comments to be heard.

Eligio Rangel

1. Supported.

Nathan Urena

1. Supported.

Alma Ruiz

1. Supported.

Ibet Ruiz

1. Supported.

Roy Bleckert

1. Opposed, partner with Edgemont.

With the conclusion of public comments, Mayor Cabrera called for Council deliberation.

Mayor Pro Tem Gonzalez and Mayor Cabrera provided comments on the item.

Councilmember Baca-Santa Cruz asked staff questions.

City Manager Brian Mohan responded to Councilmember Baca-Santa Cruz's inquiries.

With no further Council deliberation, Mayor Cabrera entertained a motion.

**Moved by:** Mayor Cabrera

**Seconded by:** Councilmember Barnard District 4

That the City Council:

1. Receive and file the Sister City Program Survey Results update;
2. Authorize the City Manager, or designee, to restore the Sister City Program based on the criteria set forth in the establishment Resolution 93-57 on July 13, 1993.
3. Provide further direction as needed.

Ayes (5): Mayor Cabrera, Councilmember Barnard District 4, Councilmember Baca-Santa Cruz District 1, Councilmember Delgado District 2, and Mayor Pro Tem Gonzalez District 3

**RESULT: Approved (5 to 0)**

L.3 REPORT AND UPDATE REGARDING RECENT INCIDENTS INVOLVING WILD BURROS (REPORT OF: CITY MANAGER) (DISTRICT 2)

City Manager Brian Mohan provided the staff report.

With no Council questions of staff, Mayor Cabrera called for public comments to be heard.

Ismael Gonzalez

1. Requests greater support.

Nathan Urena

1. Request greater support.

Louise Palomarez

1. Wants Mayor's involvement.

Christopher Baca

1. Donkeys illegally dumped in the City.
2. Seeks spay and neuter services.

With the conclusion of public comments, Mayor Cabrera called for Council deliberation.

Councilmember Delgado provided information on the efforts being done in collaboration with Riverside County, Donkeyland, City of Moreno Valley, and San Bernardino County.

Captain Sarah Mack provided additional information.

Mayor Pro Tem Gonzalez and Mayor Cabrera provided comments on the item.

With no further Council questions or deliberation, Mayor Cabrera entertained a motion.

Mayor Cabrera asked for clarification from staff.

City Manager Brian Mohan provided additional clarification.

Mayor Cabrera, Councilmember Barnard, Councilmember Delgado, and Mayor Pro Tem Gonzalez deliberated on the item.

Mayor Cabrera entertained the motion.

**Moved by:** Mayor Pro Tem Gonzalez District 3

**Seconded by:** Mayor Cabrera

Motion to direct staff to make the wild burro the living animal of the City of Moreno Valley.

Ayes (2): Mayor Cabrera, and Mayor Pro Tem Gonzalez District 3

Nayes (3): Councilmember Barnard District 4, Councilmember Baca-Santa Cruz District 1, and Councilmember Delgado District 2

**RESULT: Failed (2 to 3)**

- L.4 EXPLORE ADDING MOBILE SHOWER SERVICES TO THE PERMITTED TEMPORARY USES TABLE WITHIN THE MORENO VALLEY MUNICIPAL CODE SECTION 9.02.150-3 (REPORT OF: COMMUNITY DEVELOPMENT) (DISTRICT: NOT APPLICABLE)

Community Development Director Angelica Frausto- Lupo provided the staff report.

With the conclusion of the staff report, Mayor Cabrera called for Council questions of staff.

With no Council questions of staff, Mayor Cabrera called for public comments to be heard.

Julie Pedroza

1. Supported.
2. Offered additional mobile shower shuttle.

With the conclusion of public comments, Mayor Cabrera called for Council deliberation.

Mayor Cabrera provided comments on the item.

Councilmember Delgado, Councilmember Baca-Santa Cruz, Mayor Cabrera, and Councilmember Barnard asked staff questions.

Community Development Director Angelica Frausto-Lupo responded to Councilmember Delgado's inquiry.

With no further Council deliberation or questions, Mayor Cabrera entertained a motion.

**Moved by:** Councilmember Barnard District 4

**Seconded by:** Councilmember Delgado District 2

That the City Council:

1. Consider adding mobile shower services as part of a homeless resources fair/outreach event to the Permitted Temporary Uses Table of Section 9.02.150 (Temporary Use Permits) of the Moreno Valley Municipal Code; and
2. Direct staff to add mobile shower services as part of a homeless resources fair/outreach event to the Permitted Temporary Uses Table of Section 9.02.150 (Temporary Use Permits) of the Moreno Valley Municipal Code.

Ayes (5): Mayor Cabrera, Councilmember Barnard District 4, Councilmember Baca-Santa Cruz District 1, Councilmember Delgado District 2, and Mayor Pro Tem Gonzalez District 3

**RESULT: Approved (5 to 0)**

- L.5 REVIEW AND CONSIDER FIFA WORLD CUP 2026 SPECIAL EVENTS (REPORT OF: ECONOMIC DEVELOPMENT) (DISTRICT: ALL DISTRICTS)

Economic Development Director Kyle Warsinki provided the staff report.

With the conclusion of the staff report, Mayor Cabrera called for Council questions of staff.

Councilmember Delgado and Mayor Cabrera asked staff questions.

Economic Development Director Kyle Warsinki and Parks and Community Services Director Jeremy Bubnick responded to Council's inquiries.

Councilmember Delgado left the dais at 11:45pm.

Councilmember Delgado returned to the dais at 11:48pm.

Mayor Cabrera asked additional questions of staff.

Economic Development Director Kyle Warsinski responded to Mayor Cabrera's inquiries.

Mayor Pro Tem Gonzalez provided comments on the item.

With the conclusion of Council questions, Mayor Cabrera called for public comments to be heard.

Roy Bleckert

1. Opposed.

With the conclusion of public comments, Mayor Cabrera called for Council deliberation.

Councilmember Barnard provided comments on the item.

With the conclusion of Council deliberation and no vote taken, the City Council received and filed the report.

That the City Council:

1. Approve and authorize a budget adjustment for funding of up to \$100,000 to the Parks and Community Services Department to plan for and operate an outdoor watch party for the FIFA World Cup 2026 Quarterfinal games scheduled for Saturday, July 11, 2026; or

2. Approve and authorize a budget adjustment for funding of up to \$8,000 to the Parks and Community Services Department to plan for and operate an indoor watch party for the FIFA World Cup 2026 Quarterfinal games scheduled for Saturday, July 11, 2026; or

3. Provide direction to staff to execute a FIFA World Cup 2026 Special Event based on a motion, second, and vote of Council to do so.

L.6 REVIEW AND CONSIDER THE PUBLIC ART COMMISSION'S APPROVAL TO MODIFY MAIN LIBRARY MURAL TO REMOVE CESAR CHAVEZ AND REPLACE WITH DOLORES HUERTA (REPORT OF: PARKS & COMMUNITY SERVICES) (DISTRICT 3)

The City Council unanimously decided a staff report was not necessary for this item.

With no Council questions of staff, Mayor Cabrera called for public comments to be heard.

Fred Banuelos

1. Opposed.

Nathan Urena

1. Supported.

Roy Bleckert

1. Opposed.

Christopher Baca

1. Opposed.

With the conclusion of public comments, Mayor Cabrera called for Council deliberation.

With no Council deliberation, Mayor Cabrera entertained a motion.

**Moved by:** Councilmember Baca-Santa Cruz District 1

**Seconded by:** Mayor Pro Tem Gonzalez District 3

That the City Council and Community Services District:

1. Review and consider the Public Art Commission's approval of modifying the Main Library Mural to remove Cesar Chavez and replace with an image of Dolores Huerta; and

2. Authorize the Executive Director and/or its designee to enter into an agreement for services with the approved artist, Andrea Lopez (the original artist), utilizing funding from the DIF Public Art Fund 3316.

Ayes (5): Mayor Cabrera, Councilmember Barnard District 4, Councilmember Baca-Santa Cruz District 1, Councilmember Delgado District 2, and Mayor Pro Tem Gonzalez District 3

**RESULT: Approved (5 to 0)**

**M. REGIONAL COMMISSION/COMMITTEE/BOARD REPORTS**

The City Council unanimously decided to table sections "M", "N", "O", and "P" to the next regularly scheduled City Council meeting.

- M.1 March Joint Powers Commission (JPC)
- M.2 Riverside County Habitat Conservation Agency Board of Directors (RCHCA)
- M.3 Riverside County Transportation Commission (RCTC)
- M.4 Riverside Transit Agency Board of Directors (RTA)
- M.5 Western Riverside Council of Governments Executive Committee (WRCOG)
- M.6 Western Riverside County Regional Conservation Authority Board of Directors (RCA)
- M.7 School District/City Joint Task Force
- M.8 Southern California Association of Governments (SCAG)

**N. EMPLOYEE ASSOCIATION REPORTS**

This item was tabled to the next regularly scheduled City Council meeting.

**O. CITY MANAGER'S REPORT**

This item was tabled to the next regularly scheduled City Council meeting.

**P. CITY COUNCIL CLOSING COMMENTS**

This item was tabled to the next regularly scheduled City Council meeting.

**Q. FUTURE AGENDA ITEMS**

Mayor Cabrera announced, "After consulting with the City Attorney and acting on legal advice, I will allow public comment on this item until otherwise directed by the City Attorney and City Clerk following their consultation with the District Attorney's office. Madam Clerk, do we have any public comments?"

Roy Bleckert

1. Suggested putting the donkey on the City flag.

With no further public comments, or future agenda items, Mayor Cabrera moved to the next item.

**R. ADJOURNMENT**

There being no further business to come before the City Council, Mayor Cabrera adjourned the meeting at 12:04am.

Submitted by:

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M. Patricia Rodriguez  
Manager of the Office of the Mayor and City Council/City Clerk  
Secretary, Moreno Valley Community Services District  
Secretary, City as Successor Agency for the Community  
Redevelopment Agency of the City of Moreno Valley  
Secretary, Moreno Valley Housing Authority  
Secretary, Moreno Valley Public Financing Corporation  
Secretary, Board of Library Trustees  
Secretary, Public Financing Authority  
Secretary, Moreno Valley Community Foundation

Approved by:

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Ulises Cabrera  
Mayor, City of Moreno Valley  
President, Moreno Valley Community Services District  
Chairperson, City as Successor Agency for the Community  
Redevelopment Agency of the City of Moreno Valley  
Chairperson, Moreno Valley Housing Authority  
Chairperson, Moreno Valley Public Financing Corporation  
Chairperson, Board of Library Trustees  
Chairperson, Public Financing Authority  
Chairperson, Moreno Valley Community Foundation



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Felicia London, Chief Financial Officer/City Treasurer

**AGENDA DATE:** April 21, 2026

**TITLE:** APPROVAL OF SITE CONTROL FOR LEGACY RIDGE 150-UNIT AFFORDABLE SENIOR HOUSING PROJECT AT ALESSANDRO & LASSELLE (APN 486-280-044) (REPORT OF: FINANCIAL & MANAGEMENT SERVICES) (DISTRICT 3)

**TITLE SUMMARY:** Adopt City Council Resolution No. 2026-XX

**DISTRICT:** District 3

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### **Recommendation(s)**

The City Council:

1. Adopt City Council Resolution No. 2026-XX approving the Site Control Award Letter with Option Agreement issued by the City of Moreno Valley to Rancho Belago Developers, Inc., a California corporation (“RBD” or “Developer”) or its affiliate for development of the Legacy Ridge Senior Affordable Housing Project, including authority for the City Manager in consultation with the City Attorney to execute and implement the Site Control Award Letter and Option Agreement.

### **SUMMARY**

Staff presents to the City Council and recommends adoption of City Council Resolution approving a Site Control Award Letter with Option Agreement. The Award Letter with Option Agreement intends to fulfill the requirements of RBD’s application to the Housing Authority of the County of Riverside (“HACR”) for its Request for Proposals, RFP No. 2026-001, that requires RBD, as applicant, to HACR to evidence “site control” of the Site, which will be provided by the Award Letter and Option Agreement (Legacy Ridge Site) between the City and RBD in the form presented with this agenda matter.

The proposed Legacy Ridge Project will be a 150-unit affordable senior apartment complex to be developed on the “Site”, that is an approximate 8.47-acre single vacant parcel located at the southeast corner of Alessandro Boulevard and Lasselle Avenue (APN 486-280-044).

The Project will be undertaken by a limited partnership to be formed by RBD, as administrative general partner, and Kingdom Development, Inc., a California nonprofit public benefit corporation (“KDI”), as managing general partner, and the tax credit investor(s) as limited partner. RBD and KDI are experienced in the construction, development, operation, and management of high-quality housing in Southern California, including multiple affordable housing projects located in the City.

## **DISCUSSION**

As to the Site, the City has undertaken the procedures under the Surplus Land Act, Government Code Section 54220, *et seq.* (“SLA”), including (i) issuing the Notice of Availability on September 30, 2024, with a deadline to submit a statement by December 2, 2024; (ii) receiving a written statement of interest from RBD on December 1, 2024 with respect to the Site; (iii) receiving two additional statements of interest during the response period, and on January 17, 2025, issuing identical letters to all interested parties requesting supplemental information regarding the development of the Site by February 21, 2025; (iv) receiving the requested data from RBD by the established deadline, while the other development entities withdrew due to business reasons attributed to current workload and differences in business model focus; (v) initiating good faith negotiations with RBD regarding the purchase and sale of the Site and the development and operation of the Legacy Ridge Project, including proposed development plans, financing strategies with project proformas, and development schedules; and (vi) submitting RBD’s proposal, as the selected developer, proposal to, and obtaining written approval letter and authorization to sell the Site to RBD as issued by the State of California, Department of Housing and Community Development (“HCD”) by letter dated February 10, 2026 pursuant to the SLA.

Pursuant to the Site Control Award Letter with Option Agreement that was prepared by Special Counsel, Celeste Stahl Brady from Stradling Yocca Carlson & Rauth, LLP, RBD intends to apply to the Housing Authority of the County of Riverside (“HACR”) for an allocation and award of 37 Section 8 project-based housing vouchers (“PBVs”) pursuant to a HACR Request for Proposals RFP No. 2026-001, which application is due on or before April 30, 2026. The RFP requires RBD evidence its “site control” of the Site, which is the subject of the Site Control Award Letter with Option Agreement. The PBVs, if awarded, will be utilized for Extremely Low and Very Low income tenant household, for occupancy by persons who at time of application for tenancy are homeless, at-risk of homelessness, and/or military veterans, which terms and conditions will be established by HACR, and the provisions in the later negotiated *Disposition, Development and Affordable Housing Agreement* (“AHA”) between the RBD and KDI limited partnership and the City and Housing Authority.

Developer intends to develop Legacy Ridge Project on the Site, and the City desires to issue to Developer the Site Control Award Letter with Option Agreement, with the HACR PBVs, if awarded, to be part of the Project financing, and later site control is necessary for the RBD and KDI limited partnership’s application to California Tax Credit Allocation

Committee (“TCAC”) for a reservation of 4% tax credits, to be paired with an application to California Debt Limit Allocation Committee (“CDLAC”) for a bond allocation. Under the Award Letter and Option Agreement, the City grants an Option to RBD to acquire the Site for the construction, development, and operation of the Project.

Further, for informational purposes related to the Site Control Award Letter, the letter explains the City’s (and Housing Authority) desire to later consider for approval a MoVal Funding Award Letter to provide an “enforceable financial commitment” to the RBD and KDI limited partnership to issue a residual receipts loan (“MoVal Loan”) for an estimated loan amount of up to Nine Million Six Hundred Thousand Dollars and Zero Cents (\$9,600,000.00), or an amount as may be determined by the completion of a financial gap analysis and set forth in the later, subsequent Funding Award Letter with funds estimated to be sourced from: (A) Authority’s low to moderate income housing asset fund (“LMIHAF”), (B) Prohousing Investment Program funds (“PIP”), (C) City’s Permanent Local Housing Allocation (“PLHA”) annual allocation and/or the City’s future supplemental funds deposited to PLHA account per the Settlement Agreement dated July 15, 2024 by and between the City of Moreno Valley and HCD; and/or (D) other funding sources, plus, (ii) potential carry back financing of the purchase price for the Site at its appraised value established not less than 60 days prior to the limited partnership’s applications to TCAC and CDLAC, plus (iii) the cumulative fees, costs, and expenses incurred by MoVal, if any, for preparation of the Site for development as incurred during the period commencing on September 30, 2024 to the date of Closing of Financing, such as but not limited to environmental assessment, clearance or remediation (if any), engineering, economic analysis, and other consulting or professional services, but excluding in-house staff time, incurred during the period commencing on September 30, 2024 and ending on the date of the Closing of Financing.

Developer proposes to plan, design, construct, complete, and operate the Project, a new approximately 150-unit affordable senior housing development (148 rental units plus two on-site manager units). The Project will include two (2) three-story buildings, with a gross building area of approximately 121,876 square feet (“sq.ft.”). The Project will include a total of one hundred and forty-eight (148) 1-bedroom units, approximately 565 sq. ft., and two (2) 2-bedroom Manager Units. The Project will include an on-site community space with a patio, BBQ grills, basketball courts, secure indoor bicycle storage, approximately 4,376 sq. ft. of common indoor space in the form of a community room, refreshment bar, and on-site resident services (including supportive, social, and other services), and community laundry rooms. The onsite landscaping will utilize drought-tolerant planting, and decorative landscaping, and provide passive areas that include seating for the residents and their guests. There will be 135 standard and 25 van accessible on-site vehicular parking spaces. The Project will provide a robust, supportive, and social services package to the residents in partnership with the Developer’s service providers, with an emphasis on residents’ health and wellness.

The Award Letter with Option Agreement will facilitate sale of the Site for development and operation of the Project, will further the goals and objectives set forth in the City’s Housing Element of the General Plan, will achieve additional covenanted housing units to satisfy in part the City’s Regional Housing Needs Assessment obligation and allocation, and will implement state law for continued development of affordable housing in the community.

## **ALTERNATIVES**

1. Approve and adopt City Council Resolution approving the Site Control Award Letter with Option Agreement that also authorizes the City Manager to execute project-related documents and carry out the Site Control Award Letter and Option Agreement.
2. Do not approve and adopt City Council Resolution approving the Site Control Award Letter with Option Agreement, nor authorize the City Manager to execute and carry out the Site Control Award Letter with Option Agreement. Staff does not recommend this alternative.

## **FISCAL IMPACT**

Pursuant to the Site Control Award Letter with Option Agreement, the City intends to provide RBD an Option to acquire the Site, including assignment of the Option to the RBD and KDI limited partnership. Later, under the MoVal Funding Award Letter to be presented to the City Council (and Housing Authority), MoVal will consider, and if approved, authorize funding the MoVal Loan, for an amount to be determined upon Site valuation and AHA negotiations. The parties will negotiate the terms and conditions of the MoVal Funding Award Letter, then the Disposition, Development and Affordable Housing Agreement, in connection with applications to the County of Riverside, TCAC. and CDLAC. The MoVal Funding Award Letter will be presented to the City Council and Housing Authority at a later date and prior to Developer's applications to the County for a HOME Program loan, to TCAC for a reservation of tax credits, and CDLAC for an award and allocation to issue housing bonds.

## **NOTIFICATION**

Publication of the City Council Agenda.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Joe Barron  
Grants Division Manager

Department Head Approval:  
Felicia London  
Chief Financial Officer / City Treasurer

Concurred By:  
Patty Yhuit  
Deputy Finance Director (Operations)

Legal Documents Prepared By:  
Celeste Stahl Brady (Special Counsel)  
Stradling Yocca Carlson & Rauth, LLP

## **CITY COUNCIL GOALS**

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

## **CITY COUNCIL STRATEGIC PRIORITIES**

1. Economic Development

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

Objective 5.4: Actively and aggressively address homelessness in Moreno Valley.

## Report Approval Details

Document Title:	STAFFREPORT_FMS_GSD_RESOLUTION SITE CONTROL SE CORNER OF LASSELLE AND ALESSANDRO.docx
Attachments:	- 2) City Council RESOLUTION-Draft.docx - 4) Option Agreement to Site Control Award Letter-Draft.pdf - 3) Site Control Award Letter - Legacy Ridge - Draft 4.13.26.pdf
Final Approval Date:	Apr 16, 2026

This report and all of its attachments were approved and signed as outlined below:

Natalia Medina

Felicia London, MPA

Launa Jimenez

Brian Mohan

Patty Rodriguez

**RESOLUTION NO. 2026-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING THAT CERTAIN SITE CONTROL AWARD LETTER WITH OPTION AGREEMENT BY WHICH THE CITY PROVIDES SITE CONTROL TO RANCHO BELAGO DEVELOPERS, INC., A CALIFORNIA CORPORATION IN CONNECTION WITH RBD'S APPLICATION ("RBD") TO HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE, RFP NO. 2026-001 SEEKING AN AWARD AND ALLOCAITON OF SECTION 8 PROJECT-BASED HOUSING VOUCHERS; THE SITE CONTROL AND OPTION AGREEMENT AFFECTS CERTAIN REAL PROPERTY LOCATED AT THE SOUTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE AVENUE, ASSESSOR PARCEL NUMBER 486-280-044; AND MAKING CERTAIN OTHER FINDINGS**

**WHEREAS**, the City of Moreno Valley ("City") is a California municipal corporation;  
and

**WHEREAS**, Rancho Belago Developers, Inc., a California corporation ("RBD" or "Developer") has an interest in development and operation of a new 150-unit senior affordable rental housing project called "Legacy Ridge"; and

**WHEREAS**, the Developer is experienced in the construction, development, operation and management of high quality housing in Southern California, including multiple affordable housing projects in the City; and

**WHEREAS**, the City owns certain real property comprising one vacant parcel of approximately 8.47 acres, located at the southeast corner of Alessandro Boulevard and Lasselle Avenue in the City of Moreno Valley, County of Riverside, Assessor Parcel Number 486-280-044 ("Site"); and

**WHEREAS**, the City has undertaken the procedures under the Surplus Land Act, Government Code Section 54220, *et seq.* ("SLA"), including (i) issuance of the Notice of Availability, (ii) receipt of three Notices of Interest proposing development of affordable housing on the Site, including from the Developer, with the other two interested entities thereafter withdrawing due to business reasons, (iii) good faith negotiations with Developer, and (iv) submission of Developer's proposal to, and approval by the State of California, Department of Housing and Community Development ("HCD") to sell the Site for development of the Legacy Ridge Project as stated in that certain approval letter dated February 10, 2026 issued by HCD pursuant to the SLA; and

**WHEREAS**, capitalized terms used in this Resolution are as defined in that certain Site Control Award Letter presented in connection with, and approved by, this Resolution ("Award Letter"); and

**WHEREAS**, City desires to issue to Developer, and the Developer desires to agree to and implement the Award Letter dated as of April 21, 2026 that provides "site control" by grant

of an Option to Developer pursuant to that certain Option Agreement (Legacy Ridge Site) in the form of Exhibit A to the Award Letter; and

**WHEREAS**, the Award Letter also sets forth the basic terms of a subsequent MoVal Funding Award and MoVal Loan that will be later presented to the City Council (and Moreno Valley Housing Authority) for consideration and action, including an estimated financial assistance of approximately Nine Million Six Hundred Thousand Dollars and Zero Cents (\$9,600,000.00), to be sourced from (A) Authority's low to moderate income housing asset fund ("LMIHAF"), (B) Prohousing Investment Program ("PIP") funds, (C) the City's annual allocation or the City's future supplemental funds deposited to the Permanent Local Housing Allocation ("PLHA") pursuant to the Settlement Agreement dated July 15, 2024 between the City of Moreno Valley and HCD; or (D) other funding sources; (ii) carry back financing of the fair market value of the Site and purchase price for the Site; (iii) cumulative fees, costs, and expenses incurred by City (and Authority) for preparation of the Site for development, including but not limited to environmental assessment, clearance or remediation (if any), engineering, economic analysis, and other consulting or professional services (excluding in-house staff time), incurred from September 30, 2024 through the Closing of Financing date; and

**WHEREAS**, it is contemplated under the Award Letter, and thereafter an implementing Disposition, Development and Affordable Housing Agreement ("AHA") will be negotiated between City (and Authority), and the developer limited partnership to exercise the Option and acquire the Site from the City and develop and operate the Legacy Ridge Project to be maintained and managed in accordance with the AHA and other implementing instruments, for operation throughout the Affordability Period for a term of not less than 55 years; and

**WHEREAS**, as a part of Developer's Notice of Interest and selection approval by the City (and Authority), and thereafter by HCD and pursuant to the Award Letter Developer shall apply to HACR for an award and allocation of PBVs, and thereafter apply to TCAC for a reservation of tax credits, and to CDLAC for an allocation to issue certain housing bonds as part of the financing for the Project; and

**WHEREAS**, the Project is subject to, (i) the California Environmental Quality Act, Public Resources Code Section 21000, *et seq.*, and the implementing Guidelines set forth at Title 14 California Code of Regulations Section 15000, *et seq.* ("CEQA"), and, if applicable, (ii) the National Environmental Policy Act, 42 U.S.C. 4321, *et seq.* ("NEPA"); and

**WHEREAS**, the City's General Plan designates the Site as, and the Site is zoned Residential-30 ("R-30") for residential development; and thereby the proposed Legacy Ridge Project is consistent with the General Plan and zoning; and, as a part of the future application for land use entitlement, the 100% affordable housing development will qualify as an exempt "by right" project and exempt project under CEQA, subject to the next recital; and

**WHEREAS**, together the above-described land use and environmental quality actions will comprise the "Entitlement" and Developer shall obtain all necessary approvals from the City Council (and Authority Board), and as applicable zoning administrator for applicable discretionary and ministerial approvals, including conditions of approval to such Entitlement; and

**WHEREAS**, Developer shall satisfy the conditions precedent in the Award Letter, and subsequent MoVal Funding Award, if approved when presented at a later date, all in connection with its applications to HACR, the County of Riverside for a HOME program loan, and for the limited partnership's applications to TCAC and CDLAC; and

**WHEREAS**, the City Council has duly considered all terms and conditions of the proposed Site Control Award Letter and desires to approve the Award Letter with Option Agreement, and believes the Legacy Ridge Project is in the best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

**1. Recitals.** The foregoing recitals are true and correct and are hereby incorporated by this reference.

**2. Approval Site Control Award Letter.** The City Council hereby approves the Site Control Award Letter between the City and Rancho Belago Developers, Inc., as Developer, including the Option Agreement by which the City grants Developer the Option to acquire the Site, as set forth in the form submitted. Copies of the final form of the Site Control Award Letter and Option Agreement, when duly executed, shall be placed on file in the office of the City Clerk.

**3. City Manager Authorization.** The City Manager is authorized to execute the Site Control Award Letter and Option Agreement, and subject to compliance with the conditions set forth therein, negotiate the terms and conditions of the Disposition, Development and Affordable Housing Agreement and other implementing agreements and instruments on behalf of the City so long as such actions, in substance, are consistent with the transaction contemplated by the Site Control Letter (and subsequent MoVal Funding Award Letter, if approved.) In such regard, the City Manager (or designee) is authorized to sign the final version of the Site Control Award Letter and Option Agreement, after completion of non-substantive, minor revisions or technical changes, if any.

**3.1 Interpretations.** City Manager is further authorized to make reasonable interpretations of the Site Control Award Letter and Option Agreement, provided any and all such actions shall not in any manner materially affect the rights and obligations of the City under the Site Control Award Letter and Option Agreement.

**4. Effective Date.** This Resolution shall be effective immediately upon the date of adoption.

**5. Certification.** The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original resolutions.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

APPROVED AND ADOPTED this 21<sup>st</sup> day of April 2026.

---

Ulises Cabrera  
Mayor  
City of Moreno Valley

ATTEST:

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M. Patricia Rodriguez, City Clerk

APPROVED AS TO FORM:

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Steven B. Quintanilla, City Attorney

Recording Requested By and  
When Recorded Mail To:

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92552-0805  
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
(This document is exempt from the payment of a  
recording fee under Government Code Section 27383.)

### **OPTION AGREEMENT (Legacy Ridge Site)**

This **OPTION AGREEMENT (Legacy Ridge Site)** ("Option Agreement"), dated as of April 21, 2026 ("Effective Date"), is entered into by and between the CITY OF MORENO VALLEY, a California municipal corporation ("City") and **RANCHO BELAGO DEVELOPERS, INC.**, a California corporation ("Developer"). City and Developer collectively constitute the "Parties", with each being a "Party."

#### **RECITALS**

The following recitals are a substantive part of this Agreement:

**A.** City and Developer have negotiated the terms and conditions of and entered into that certain *Site Control Award Letter* dated as of April 21, 2026, which is incorporated herein by reference ("Award Letter") to pursue various activities toward the new construction of a 150-unit "Legacy Ridge" senior affordable rental housing development as described with greater particularity within the Award Letter.

**B.** This Option Agreement is entered into in connection with Developer's application to the Housing Authority of the County of Riverside ("HACR") in response to HACR's Request for Proposals, RFP No. 2026-001, Housing Choice Voucher Program, Project Based Vouchers ("PBVs") seeking an allocation and award of PBVs for the Legacy Ridge Project. In this regard, this Option Agreement Letter intends to fulfill HACR's requirement that Developer has "site control" of the Site in connection with its application for PBVs to be awarded by HACR for the Legacy Ridge Project.

**C.** The Parties have made substantial progress in moving forward with the consummation of certain activities described in the Award Letter. Based upon such progress, as well as the continued interest of each Party in moving forward with those undertakings for the respective Parties as set forth in the Award Letter, the Parties desire at this time to further formalize arrangements for additional activities in implementation of the Award Letter, including a commitment by City to grant to Developer an "Option" to acquire the Site as the term is defined in the Award Letter and as legally described in Exhibit A, attached and

incorporated herein, subject to satisfaction of terms and conditions precedent therein and other terms and conditions set forth in this Option Agreement.

**D.** This Option Agreement is in the vital and best interest of the City of Moreno Valley, California, and the health, safety and welfare of its residents.

**NOW, THEREFORE,** for and in consideration of the mutual promises, covenants, and conditions herein contained, City and Developer agree as follows:

**1. Capitalized Terms.** Except to the extent expressly defined herein, capitalized terms shall have the meanings established under the Award Letter.

**2. Grant of Option; Option Consideration.** City, as optionor, grants to Developer, as optionee, the Option to lease the Site on the terms and conditions set forth in this Option Agreement. The term of the Option shall commence on the Effective Date and shall continue until expiration of the Term as defined and set forth in the Award Letter (“Expiration Date”). As of the Expiration Date, this Option Agreement and the Option shall automatically terminate without the need of any notice or documentation; upon such termination, neither Party shall have any further rights or obligations under this Option Agreement.

**2.1 *AHA Condition Precedent.*** The Option may only be exercised subject to the Parties agreeing on a final form of *Disposition, Development and Affordable Housing Agreement* (“AHA”) as described in the Award Letter, and subject to Developer having provided evidence satisfactory to City that Developer has obtained financing adequate to cause the Closing of Financing for the new construction and operation of the Legacy Ridge senior affordable rental development on the Site acceptable to City, and which is financed in part using 4% Tax Credits and Bonds.

**2.2 *Option Price.*** In consideration of the grant of Option, Developer shall pay to City the sum of One Hundred Dollars (\$100.00) (“Option Consideration Amount”) within two (2) days after the Effective Date. The Option Consideration Amount shall be retained by City as its sole property.

**3. Form of Disposition, Development and Affordable Housing Agreement.** The form of AHA by which City expects to agree to sell the Site to Developer will be negotiated between City and Developer as contemplated in the Award Letter. The AHA will include various terms, including without limitation with respect to construction, insurance, indemnity, criteria for selection of senior tenant households, income limits, what constitutes Affordable Rent, reporting requirements, property management, maintenance standards, and scope of supportive social services to the residents. It is contemplated that the final form of AHA will include the final terms of financing and development of the Legacy Ridge Project, consistent with the Award Letter.

**3.1 Limited Partnership Entity.** City and Developer acknowledge that as a condition to the applications to TCAC and CDLAC as described in the Award Letter, Developer and Kingdom Development, Inc., a California nonprofit public benefit corporation (“KDI”) or their affiliates or subsidiaries will be forming a California limited partnership that will be the “developer” entity under the AHA, with Developer as administrative general partner, KDI as managing general partner, and the tax credit investor as special limited partner(s).

4. **Conditions to Closing; Closing of Financing.** The obligation of City to sell and deliver possession of the Site pursuant to the Option of Developer to acquire the Site shall be subject to conditions customarily and normally applied by City in connection with affordable housing transactions, such as: a delineation of improvements, required in detail satisfactory to City; requirements that evidence of financing, reasonably satisfactory to the City Manager of the City, be in place; and requirements that a title insurer acceptable to City and Developer be prepared to insure fee title vested in Developer upon the Closing of Financing, subject only to encumbrances which do not render title unmerchantable. The Parties acknowledge that certain steps will be needed in order for the condition of title as those certain Site to be rendered merchantable, and agree to reasonably take commercially reasonable actions necessary and appropriate in order to accomplish such a result.

5. **Activities of City Manager.** The City Manager is authorized and directed to take such actions as he shall deem necessary or convenient to implement the disposition of the Site as provided above, and as generally described in the Award Letter and the negotiated and duly executed AHA.

6. **Reaffirmation.** Each of the Parties reaffirms its desire to proceed with implementation of those respective responsibilities and activities and further described in the Award Letter.

7. **No Third Party Beneficiaries.** This Option Agreement is made for the purpose of setting forth rights and obligations of City and Developer, and no other person shall have any rights hereunder or by reason hereof. Excepting (a) the Moreno Valley Housing Authority, which entity may be a party to the AHA, and (b) Kingdom Development, Inc. that will be the managing general partner of the limited partnership as described in Section 3.1 above, which entity will be the “developer” under the AHA, there shall be no third party beneficiaries of the Award Letter or this Option Agreement.

8. **Effectiveness.** This Option Agreement shall be effective as of the Effective Date and shall remain in effect until the Expiration Date.

9. **Interpretation.** This Option Agreement shall be interpreted to effectuate the terms of the Award Letter as modified hereby, in accordance with the laws of the State of California, and as if prepared and reviewed equally by the Parties. This Option Agreement may be executed in counterparts.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Option Agreement (Legacy Ridge Site) to be executed as of the Effective Date.

**DEVELOPER:**

**RANCHO BELAGO DEVELOPERS, INC.,**  
a California corporation

By: \_\_\_\_\_  
James M. Jernigan, President

(City signatures on following page)

(Option Agreement signatures continued from previous page)

**CITY:**

**CITY OF MORENO VALLEY,**  
a California municipal corporation

By: \_\_\_\_\_  
Brian Mohan, City Manager  
or Authorized Designee

**ATTEST:**

\_\_\_\_\_  
M. Patricia Rodriguez, City Clerk  
or Authorized Designee

**APPROVED AS TO FORM:**

**STRADLING YOCCA CARLSON & RAUTH LLP**

\_\_\_\_\_  
Celeste Stahl Brady  
Special Counsel to City

EXHIBIT A  
LEGAL DESCRIPTION OF SITE

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

LOT 4 IN BLOCK 120, MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER THE SOUTH HALF OF ALESSANDRO BOULEY ARD AND THE EAST HALF OF LASSELLE STREET, WITHIN SAID BLOCK, LYING WESTERLY OF THE EASTERLY LINE OF SAID LOT, PROLONGED NORTHERLY AND NORTHERLY OF THE SOUTHERLY LINE OF SAID LOT, PROLONGED WESTERLY.

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

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Notary Public,

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

DRAFT

[On City Letterhead]

**Rancho Belago Developers, Inc.**  
27700 Kalmia Avenue  
Moreno Valley, CA 92555-5200  
Attn: James M. Jernigan, President

*Re: Site Control Award Letter with Option Agreement Issued by the City of Moreno Valley to Rancho Belago Developers, Inc. in Connection with RBD's Application to the Housing Authority of the County of Riverside, RFP 2026-01, Seeking an Award of Section 8 Project-Based Housing Vouchers for Use at the Legacy Ridge, a 150-Unit Senior Multifamily Affordable Housing Project on an 8.47-Acre "Site" Owned by the City; Award Letter with Option Agreement Evidence Site Control of the Site as Required under HACR RFP 2026-001 and as Later Required by as Part of Applications to TCAC for Tax Credits and to CDLAC for a Bond Allocation*

Dear Mr. Jernigan:

This Site Control Award Letter with Option Agreement ("Award Letter") is dated and effective as of April 21, 2026 ("Date of Award Letter")<sup>1</sup> and is issued by the **City of Moreno Valley**, a California municipal corporation ("City") to **Rancho Belago Developers, Inc.**, a California corporation, including its affiliate(s) or subsidiary(ies) ("RBD" or "Developer"). This Award Letter relates to Developer's proposed construction and operation of a 150-unit senior affordable housing project called "Legacy Ridge" on an 8.47-acre single parcel located at the southeast corner of Alessandro Boulevard and Lasselle Avenue, Moreno Valley, California APN 486-280-044 ("Site"). The Site is owned in fee by the City, and as further described herein the City has completed proceedings under the SLA and by letter to the City issued by and from the State of California, Department of Housing and Community Development ("HCD") authorizes disposition of the Site to RBD for affordable housing public purposes. City and Developer may be referred to each as a "Party" and together the "Parties".

## **Introduction**

This Award Letter sets forth the basic terms between the Parties in connection with Developer's application to the Housing Authority of the County of Riverside ("HACR") in response to HACR's Request for Proposals, RFP No. 2026-001, Housing Choice Voucher Program, Project Based Vouchers<sup>2</sup> ("PBVs") seeking an allocation and award of PBVs for the Legacy Ridge Project. In this regard, this Award Letter (with Option) intends to fulfill HACR's requirement that Developer has "site control"<sup>3</sup> of the Site in connection with its application for PBVs to be awarded by HACR for the Legacy Ridge Project.

Further, as intended by Developer and to inform HACR, the City acknowledges that Developer intends, in cooperation with the City and Moreno Valley Housing Authority

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<sup>1</sup> Capitalized terms used in this Award Letter are as defined herein.

<sup>2</sup> See: HACR RFP No. 2026-001 at [https://harivco.org/sites/g/files/aldnop131/files/2026-03/Project\\_Based\\_Voucher\\_RFP\\_No\\_2026-001.pdf](https://harivco.org/sites/g/files/aldnop131/files/2026-03/Project_Based_Voucher_RFP_No_2026-001.pdf). And, see: Section 8(0)(13) of the U.S. Housing Act of 1937, 42 U.S.C. Section 1437f(o)(13), and the implementing regulations set forth at 24 CFR Part 983.

<sup>3</sup> Per HACR RFP 2026-001 Section 2.75: "Proposer must have site control or evidence to indicate that the needed approval/documentation for site control is likely to be obtained and will not delay the project."

("Authority"), to later submit application(s) for (i) a reservation of 4% Low Income Housing Tax Credits (or 9%) from the California Tax Allocation Credit Committee ("TCAC"), and (ii) paired with its application to TCAC for 4% tax credits, Developer will apply to the California Debt Limit Allocation Committee ("CDLAC") for an allocation and authorization to issue tax-exempt multifamily revenue housing bonds to the California Debt Limit Allocation Committee ("CDLAC"). More specifically, Developer intends to first apply in "Round 3" for a TCAC reservation of 4% tax credits and to CDLAC for an allocation to issued tax exempt bonds paired with such credits. If not successful in Round 3, then Developer may submit one or more applications to TCAC and/or CDLAC during 2027 Rounds, and if successful will close construction financing by 2028.<sup>4</sup>

Also, Developer, in cooperation with City, will apply to the City for the land use entitlement(s) (whether discretionary and/or ministerial) for construction and operation of the Legacy Ridge Project on the Site. The City's General Plan, already designates, and the Site is zoned, "R-30" (30/DUA) for residential development. In connection with such land use entitlement, compliance and determination under CEQA undertaken, albeit it appears Legacy Ridge will qualify as an exempt "by right" project, 100% affordable housing under CEQA, and if applicable as an exclusion project under NEPA.

In addition, Developer intends to apply for funding sources at the federal and state level by end of 2027 and close construction financing by 2028 in compliance with HACR RFP No. 2026-001. City is informed by Developer that Developer intends to submit one or more applications for state and federal enforceable financial commitments from TCAC and CDLAC as described above and in footnote 4., and/or other or additional state or federal funding sources.

HACR does not require Developer to identify local level funding sources (such as HOME, PLHA, PIP), nonetheless, this Award Letter informs HACR that, subject to the award of PBVs by HACR, the City desires in a subsequent award letter ("MoVal Funding Award") to be considered and acted on by the City Council (and Authority board) in their sole discretion, which if approved, will provide an enforceable financial commitment of funds through a subordinate, residual receipts loan as supplemental financing for development and operation of Legacy Ridge. The MoVal Funding Award, if approved, will authorize issuance of a "MoVal Loan", the principal amount for which will be sourced from, and be comprised of: (i) fair market value of Site with carry back financing, (ii) Permanent Local Housing Allocation Program ("PLHA") funds, either or both through City's annual PLHA allocation or from PLHA funds deposited pursuant to the Settlement Agreement dated July 15, 2024 between the City and HCD, (iii) Prohousing Incentive Program ("PIP") funds, and (iv) Authority's low to moderate income housing asset fund ("LMIHAF") for construction, development, and operation of Legacy Ridge Project.

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<sup>4</sup> The Project will be undertaken by a limited partnership to be formed by RBD, as administrative general partner, and Kingdom Development, Inc., a California nonprofit public benefit corporation ("KDI"), as managing general partner, and the tax credit investor(s) as limited partner. RBD and KDI are experienced in the construction, development, operation and management of high-quality housing in Southern California, including multiple affordable housing projects located in the City. The new limited partnership entity when formed will be the "applicant" and "developer" in applications to TCAC, CDLAC, and County of Riverside.

Legacy Ridge will be developed and operated as a senior housing development, subject to Developer receiving HACR's allocation and award of PBVs. Developer informs City its application to HACR under RFP 2026-001 will seek thirty-seven (37) PBVs, to be used for tenant households (i) who qualify as Unstably Housed<sup>5</sup>, Homeless or At-Risk of Homelessness, and/or (ii) for Veterans<sup>6</sup>, which will be part of the multiple financial subsidies to the Project through Developer applications to TCAC, CDLAC, City, Authority, HACR, and the County of Riverside ("County").

This Award Letter with Option Agreement intends to fulfill the requirements of HACR RFP No. 2026-001 for Developer's application to HACR to evidence "site control" of the Site. The *Option Agreement – Legacy Ridge Site* ("Option Agreement") authorized by this Award Letter, will be entered into between the City and Developer, substantially in the form of Exhibit A, attached hereto and fully incorporated by this reference.

**1. Term of Award Letter.** This Award Letter shall expire automatically on the earliest to occur of (i) December 31, 2027, or (ii) Developer's failure to satisfy the Award Letter Condition Precedent (defined below) prior to December 31, 2027 ("Award Letter Expiration Date"), at which time the terms set forth herein shall be null and void, unless prior to the Award Letter Expiration Date this Award Letter is amended and extended in writing by the City Manager, which decision to amend and extend, or not, is and shall remain in the sole and absolute discretion of the City Manager.

**2. SLA Background of Site; Project Description.**

**2.1 SLA Background.** The City has undertaken the procedures under the California Surplus Land Act, Government Code Section 54220, *et seq.* ("SLA"), including issuance of the required Notice of Availability ("NOA") and receipt of three Notices of Interest for proposed development of affordable housing (each "NOI") on the Site. RBD's NOI that

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<sup>5</sup> The term Unstably Housed includes Homeless and At-Risk of Homelessness:

"Unstably Housed" means households satisfying the criteria of (a), (b), (c) and/or (d), below:

- (a) Households who are living in a place not meant for human habitation, in transitional housing, or are exiting an institution where they temporarily resided, including households exiting an institution where they resided for up to 90 days, if they were in shelter or a place not meant for human habitation immediately prior to entering that institution.
- (b) Households who are losing their primary nighttime residence, which may include a motel or hotel or a doubled up situation, within 14 days and lack resources or support networks to remain in housing.
- (c) Families with children or unaccompanied youth who are unstably housed and likely to continue in that state, including families with children or unaccompanied youth who have not had a lease or ownership interest in a housing unit in the last 60 or more days, have had two or more moves in the last 60 days, and who are likely to continue to be unstably housed because of disability or multiple barriers to employment.
- (d) Households who are fleeing or attempting to flee domestic violence, have no other residence, and lack the resources or support networks to obtain other permanent housing.

<sup>6</sup> The term "Veteran" and "VASH Program" PBVs include:

- (a) "Veteran" has the meaning ascribed in the United States Housing and Urban Development ("HUD") VASH Program.
- (b) "VASH Program" means the HUD Veterans Affairs Supportive Housing program that combines housing choice voucher rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). VA provides these services for participating Veterans at VA medical centers (VAMCs) and community-based outreach clinics.

proposed development of the Legacy Ridge Project was selected by the City and that selection and disposition of the Site to RBD was approved by HCD in a letter to the City dated February 10, 2026.<sup>7</sup> The HCD approval letter to the City reads, in part, “all the requirements under the SLA for the purposes of disposing of the Property [Site] have been met.” Therefore, the City desires to issue to Developer this Site Control Award Letter (and with Option Agreement) pursuant to the requirements of the SLA approval letter to the City and in furtherance of RBD’s application to HACR under RFP 2026-001 for an award of PBVs for the Legacy Ridge Project.

**2.2 Project Description.** Developer proposes to plan, design, construct, complete and operate the Project, a new 150-unit senior multifamily affordable housing development (148 units plus two on-site manager units). Legacy Ridge will include two (2) three-story buildings, with an approximate gross building area of 121,876 square feet (“sq.ft.”). Legacy Ridge residential units will include a total of one hundred and forty-eight (148) 1-bedroom units at 565 sq.ft. (approximate), and two (2) 2-bedroom manager units. The onsite community space will include patio, BBQ grills, basketball courts, and secure bicycle storage; and approximately 4,376 sq.ft. of common indoor space in the form of a community room, refreshment bar, onsite resident services (including supportive, social and other services), and community laundry rooms. The onsite landscaping will utilize drought tolerant planting and decorative landscaping, and provide passive areas that include seating for the residents and their guests. There will be 135 standard and 25 van accessible on-site vehicular parking spaces. As required by the HACR RFP 2026-001, the Project will provide wrap-around services, a robust supportive social services package to the residents in partnership with the Developer’s service providers, with an emphasis on health and wellness, as described and compliant with HACR RFP 2026-001, Section 2.7.

**2.3 Unit Mix: Income Levels, Unit Size, Affordable Rent.**

(a) *Project with 4% Tax Credits.* In connection with and if awarded a reservation of 4% Tax Credits, the unit mix, based on number of bedrooms, income category, and rent for 148 units at Legacy Ridge is set forth in subsections (i) to (vii) inclusive and subsection (b) below. Each and all Affordable Units shall be leased at an Affordable Rent pursuant to Health and Safety Code (“HSC”) Section 50053(b)(2) (presuming tax credits and bonds) based on the Riverside County Area Median Income (“AMI”) applicable to the Affordable Units in accordance with the following anticipated unit mix:

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<sup>7</sup> The February 10, 2026 HCD letter provides in part: “This letter constitutes HCD’s written findings pursuant to Government Code section 54230.5 of the Surplus Land Act (SLA), for surplus land located on Alessandro Boulevard, Assessor’s Parcel Number 486-280-044 (Property)... [T]he City reached price and terms with Rancho Belago Developers, Inc. to build a 100% affordable housing project consisting of 148 residential units. [D]isposition of this Property [Site] for an affordable housing development fulfills, in part, obligations outlined in HCD’s July 15, 2024 Settlement Agreement... “[A]ll the requirements under the SLA for the purposes of disposing of the Property [Site] have been met. Once a final disposition has taken place,... [City will] provide HCD with a copy of the respective recorded covenant pursuant to SLA Guidelines, Section 400(b)(1).” (Emphasis added.)

(i) Fifteen (15) 1-bedroom housing Units for 30% AMI Extremely Low Income Households; and

(ii) Eleven (11) 1-bedroom Housing Units for 40% AMI Very Low Income Households; and

(iii) Eleven (11) 1-bedroom Housing Units for 50% AMI Very Low Income Households; and

(iv) One Hundred Eleven (111) 1-bedroom Housing Units for 60% AMI Low Income Households

(v) Two (2) 2-bedroom Housing Units as the designated "Manager Units" that are unrestricted as to income and monthly rent.

(b) *Income Categories for 4% Tax Credit Project.* For a 4% Tax Credit transaction, the tenants at the Project shall qualify as to household gross income based on the income category applicable to his/her/their Housing Unit, which range of and category levels for Extremely Low, Very Low and Low Income households are defined below. Actual rent charged may be less than such maximum rent.

(i) "Extremely Low Income Households" means those households earning not greater than thirty percent (30%) AMI, adjusted for household size as defined by the Tax Credit Rules.

(ii) "Very Low Income Households" means those households earning not greater than fifty percent (50%) AMI, adjusted for actual household size as defined by the Tax Credit Rules, and shall include: (A) 30% Extremely Low Income Households; (B) 40% AMI Very Low Income Households; and (C) 50% AMI Very Low Income Households, as defined by the Tax Credit Rules.

(iii) "Lower Income" means: (i) lower income households at or below 60% AMI as defined in the Tax Credit Rules. Lower Income Households at or below 60% AMI shall include Very Low Income Households and Extremely Low Income Households as defined in the Tax Credit Rules.

(iv) "30% AMI Extremely Low Income Households", and "30% AMI Households" mean those households earning not greater than thirty percent (30%) AMI, adjusted for household size that is set forth annually by regulation of TCAC.

(v) "40% AMI Very Low Income Households" and/or "40% AMI Households" shall mean those households earning not greater than forty percent (40%) AMI, adjusted for household size that is set forth annually by regulation of TCAC. Further, 40% AMI Households also include 30% AMI Households.

(vi) "50% AMI Very Low Income Households" and/or "50% AMI Households" shall mean those households earning not greater than fifty percent (50%) AMI,

adjusted for household size that is set forth annually by regulation of TCAC. Further, 50% AMI Households include 40% AMI Households and 30% AMI Households.

(vii) “60% AMI Lower-Income Households” and/or “60% AMI Households” shall mean those households earning not greater than sixty percent (60%) AMI, adjusted for household size that is set forth annually by regulation of TCAC. Further, 60% AMI Households include 50% AMI Households, 40% AMI Households, and 30% AMI Households.

(c) “Household size appropriate to the unit” has the meaning set forth by regulation of TCAC. The minimum and maximum occupancy limits will be set forth in further implementing documents, which will be different than the Household size appropriate to the unit under the TCAC and CDLAC regulations.

**3. Sources of Financing.** As provided in Section 5. below, Developer shall seek and obtain the following prior to the Award Letter Expiration Date, which, if awarded, shall be paired with the Investor Limited Partner's equity investment:

**3.1 Applications for Reservation of 4% Tax Credits.**

(a) *Third Round 2026 for 4% Tax Credits.* Developer shall prepare and submit an application to TCAC in the 2026 third round for a reservation of 4% Tax Credits.

(b) *Subsequent Round for 4% and/or 9% Tax Credits.* If Developer's application in 3.1(a) is not successful or cannot be submitted by the deadline, then Developer shall prepare and submit an application to next TCAC round for a reservation of 4% Tax Credits.

**3.2 MoVal Loan.** Subject to HACR award and allocation of PBVs pursuant to HACR RFP 2026-001, and thereafter subject to the conditions precedent in the *subsequent* MoVal Funding Award, which will provide an enforceable financial commitment required by TCAC and CDLAC, as described above, City and Authority may authorize in their respective sole discretion, to issue to Developer the subsequent MoVal Funding Award after award of the PBVs by HACR, for issuance of the MoVal Loan in an original principal amount preliminarily estimated at approximately \$9,600,000 that will be evidenced by a promissory note (“MoVal Loan Note”) and secured by a deed of trust (“MoVal Loan Deed of Trust”). The “MoVal Loan Amount” will be set forth in a *Disposition, Development and Affordable Housing Agreement* (“AHA”) to be negotiated and entered into among City, Authority, and Developer limited partnership described in footnote 4., and the MoVal Loan Note Amount will not exceed the cumulative total of the following (a)-(c): (a) \$9,600,000 cash subsidy, from the City and/or Authority of available funds that may be sourced from (i) Authority's LMIHAF, (ii) City PIP funds, (iii) City PLHA funds, both in the County's pooled account that includes City, County, and other local government PLHA pooled funds and/or PLHA funds sourced from that certain *Settlement Agreement* dated as of July 15, 2024 between the City and HCD; or (iv) other funding sources, plus, (b) carry-back financing of the purchase price for the Site at its appraised value that is presently appraised at a fair market value of \$3,372,000, provided however, that valuation shall be adjusted to the appraised value determined by

independent appraisal completed at a date within and not later than sixty (60) days prior to Developer's application(s) to TCAC and CDLAC, plus (c) the cumulative fees, costs, and expenses, if any, incurred by MoVal for preparation of the Site for development as incurred during the period September 30, 2024 (first date of NOA) to the date of Closing of Financing, such as, but not limited to environmental assessment, clearance or remediation (if any), engineering, economic analysis, and other consulting or professional services, but excluding in-house staff time, provide however City (and Authority's) third party legal fees shall be paid by Developer pursuant to subsection 3.2(a) below; the foregoing are related to disposition and sale of the Site and construction and development of Legacy Ridge. All such amounts described above shall collectively constitute components of the MoVal Loan and are included as part of the overall "MoVal Assistance" provided by City (and Authority) for the Project.

(a) *MoVal Legal Fees.* At Closing of Financing, the City is authorized to prepare and submit into Escrow and invoice for their respective third party legal fees and costs incurred during the period commencing on September 30, 2024 and ending on the date of the Closing of Financing, which invoice shall be paid out the proceeds deposited into Escrow from one or more sources that may include Developer funds, Primary Lender funds, Tax Credit Investor funds, or other funds not sourced from the City or Authority.

**3.3 County of Riverside Funding.** In the event Developer receives a reservation of 4% Tax Credits by TCAC, prior to or concurrently with such financing by TCAC, Developer intends to seek, receive and maintain a loan commitment from the County sourced from HOME funds or other funds, in an estimated amount of \$1,500,000 ("County Assistance").

(a) *HACR PBVs.* Developer shall have received and maintain the award and allocation by HACR the PBVs described above, for which Developer seeks thirty-seven (37) PBVs awarded under HACR RFP No 2026-001. In connection with its application(s) Developer also shall seek other federal, state, regional and/or other funding sources to undertake the Project as described in Introduction above .

**4. Affordable Housing Agreement.** Developer has applied to MoVal for issuance of this Award Letter with Option, and subject to receiving the HACR award of PBVs pursuant to RFP No. 2026-001, and satisfaction of the subsequent MoVal Funding Award and conditions precedent described therein, and summarized below, and certain additional conditions precedent described herein, Developer desires to (a) negotiate and enter into an AHA with MoVal, (b) acquire the Site from the City pursuant to the Option Agreement, Exhibit A, and additional terms and conditions in the AHA, and (c) obtain the MoVal Loan pursuant to the AHA. The complete terms, conditions, and provisions of the AHA will be negotiated and entered into among the City, Authority and Developer at a time concurrent with (i) the closing of Developer's construction financing, (ii) Developer entering into a limited partnership agreement with its Investor Limited Partner, and (iii) related actions for commencing construction of the Project (together, "Closing of Financing").

**5. Award Letter Condition Precedent.** Developer shall apply for and use diligent good faith efforts to pursue the federal, state, and local funding sources for the Project as described herein. The applications for and award of such funding sources shall constitute the

“Funding Condition Precedent” herein, which will be more fully defined, described and set forth in the subsequent MoVal Funding Award, if approved.

**6. Site Control Provided through City’s Commitment to Sell the Site to Developer.** By this Award Letter, City intends to provide Developer “site control” of the Site by grant of the Option, and thereby commitment to sell the Site, subject to receiving an award and allocation of PBVs through HACR RFP No. 2026-001 and satisfaction of MoVal Funding Award conditions precedent, and subject to terms and conditions of the TCAC and CDLAC regulations.

**7. Entitlement and CEQA.** As a part of Developer's Notice of Interest during the SLA process, and MoVal's selection thereof and pursuant to applicable provisions of the California Government Code, and as a condition precedent to Developer's application to TCAC and CDLAC, as applicable, and as required by HACR RFP No. 2026-001, Developer shall make application to the City for discretionary and/or ministerial actions that comprise the land use entitlement for development of Legacy Ridge on the Site. In connection therewith, Developer, City (and Authority) are subject to and shall comply with, and the Project is subject to, the California Environmental Quality Act, Public Resources Code Section 21000, *et seq.*, and the implementing Guidelines set forth at Title 14 California Code of Regulations Section 15000, *et seq.* (together, “CEQA”). Further, if applicable, the City shall cause the Project to be evaluated and approved under the National Environmental Policy Act, 42 U.S.C. 4321, *et seq.* (“NEPA”). The Parties note that the Project is within the class of projects described as infill developments pursuant to Section 15332 of the CEQA Guidelines; and within the class of projects described as affordable housing development pursuant to Section 21159.23 of the California Public Resources Code, so the Project may qualify for exemption(s) under CEQA and exclusions under NEPA as the Project will be 100% affordable and “by right” thereby exempt and excluded; provided however, MoVal reserves all rights to undertake an initial study of the Project and make necessary findings thereunder. Together, these land use and environmental quality actions shall comprise the “Entitlement” and Developer shall have obtained all necessary approvals (whether discretionary or ministerial) from MoVal as a condition precedent to Developer's initial application to TCAC and as applicable CDLAC.

(a) The land use and zoning for the Site and Project are set forth in and subject to Moreno Valley Municipal Code, Title 9, Planning and Zoning, Chapter 9.03, in general, sets forth the permitted land uses with a range of residential densities. (See: [City of Moreno Valley, CA RESIDENTIAL DISTRICTS](#))

(b) The City reserves all rights and discretion in consideration, review, and exercise of discretion for any actions, discretionary and/or ministerial, that comprise the Entitlement.

(c) Notwithstanding 7 and 7(a) and without prejudgment of discretion as described in 7(b) above, the Project development plans, including plans and specifications, shall be and remain subject to the City’s Building Plan Check process, and implementation of the conditions of approval for the Entitlement in connection with construction of the Project in compliance with and subject to the City’s development standards, zoning, other laws and regulations, and the requirements of the AHA.

## 7.2 Development Fees.

(a) *City Development Impact Fees.* The City impact fees will apply to the Project, with the exception that the City reserves all rights and discretion to waive up to 50% of the development impact fees applicable thereto, which shall be subject to City policies and ordinances and determined after the Developer satisfies the Award Letter Condition Precedent.

(b) *Transportation Fees.* The City and/or County transportation fees, including as applicable, TUMF fees and Quimby fees, imposed by the City and/or County of Riverside may be waived or otherwise exempt pursuant to applicable regulations and the City and/or County's exercise of their respective discretion, which shall be determined after the Developer satisfies all conditions precedent.

**8. Compliance with Law: Statutory Requirements.** Developer acknowledges, and the AHA will affirm, that the City purchased the Site with federal, state, and/or local funds. Further, the source of funding of part of the MoVal Loan Amount may be sourced from the LMIHAF. Therefore, this Award Letter, and then the AHA, when negotiated and entered into, and all other implementing documents and instruments are and shall remain subject to the applicable requirements of, and Developer covenants to comply with, all *applicable* requirements of: (i) Housing and Economic Recovery Act of 2008, Division A, Title III ("HERA"), (ii) affordable housing and related statutes affirmed and reinstated under the requirements of Senate Bill 341 and HSC Section 33000, *et seq.*, (iii) PLHA regulations, (iv) PIP regulations, (v) Environmental Laws (as defined in AHA), and (vi) all other applicable federal, state, and local laws and regulations.

**8.1 Prevailing Wage Laws; Labor and Compliance with Laws.** In connection with construction through completion and during operation of the Project, Developer shall comply with California Labor Code Section 1720, *et seq.*, and, all federal prevailing wage laws and regulations described below (together, "Prevailing Wage Laws"). In this regard, City and Developer acknowledge that such laws and regulations include certain exemptions that may, or may not, apply to the Project; however, under the AHA Developer will assume all responsibility, liability, obligation for payment and will indemnify, hold harmless, and pay for all claims, suits, and liabilities affecting Authority and City (and their Indemnitees) relating to Prevailing Wage Laws as such may be applicable to the Project, to Developer, its General Contractor and all Subcontractors. Further, the Project may be subject to a negotiated "Project Labor Agreement" that may be entered into between or among the Developer and one or more building trades.

(a) *PBVs and Certain Funding Sources of the MoVal and/or County Loan Will Require Compliance with Prevailing Wage Laws.* Developer acknowledges that due to funding sources for the Project, federal and state Prevailing Wage Laws will apply to the Project. In this regard, Developer shall cause its contractor and all subcontractors to pay to all laborers and mechanics employed in the Construction work not less than the wages prevailing in the locality, as predetermined by the Secretary of the United States Department of Labor pursuant to the California Labor Code and the Davis-Bacon Act (40 U.S.C. §276a-276a-5), and such contract(s) for work shall also be subject to the overtime provisions, as

applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. §3701, et seq.). Participating contractors, subcontractors, and other participants must comply with regulations issued under these laws and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable. Developer shall supply to City certification, in form and substance satisfactory to HUD and City Manager, as to compliance with the provisions hereof before receiving any disbursement of federal funds for the construction work. Developer shall require its contractor and subcontractors to implement and enforce all applicable prevailing wage and labor laws, including California Labor Code Section 1720, Davis-Bacon, and other applicable labor laws and regulations including, e.g., the requirement that all workers sign-in and sign-out of the job site.

**8.2 Compliance with Applicable RDA Dissolution Laws.** Developer and development of Project on the Site shall comply with all applicable federal, state, county, and local laws and regulations. Further, because the Site assembly included funds sourced as a housing asset under HCD 34176.1 and Senate Bill 341, the Project shall meet income targeting requirements set forth in HSC Section 34176.1(a)(3)(A).

**9. Project Proforma.** As of the date of this Award Letter, the valuation of the Site, the terms and conditions of this Award Letter have been evaluated and determined, and this Award Letter is provided, based on City's material reliance on and review of the Developer's Project Proforma dated as of April 6, 2026 ("April 6 Proforma"). The April 6 Proforma presumes approval of the funding sources described herein based on Developer's applications to HACR for the PBVs, later to the County for HOME funding, and to TCAC and CDLAC funding. Developer shall update the Project proforma based on and after the MoVal Funding Award and conditions precedent therein are satisfied, which will be a part of the updated Financial Gap Analysis and applicable subsidy layering review to be conducted as a part of and condition to entering into an AHA concurrent with the Closing of Financing.

**9.1 April 6 Proforma.** Copies of Developer's April 6 Proforma is attached as Exhibit B and is fully incorporated by this reference. MoVal has materially relied upon and issued this Award Letter, in part, based on the assumptions set forth in the April 6 Proforma.

**10. Funding Applications; Cooperation.** The Parties shall cooperate in good faith in connection with Developer's application(s) to (a) HACR RFP No. 2026-001 for the PBVs, (b) County for HOME funds, (c) TCAC for Tax Credits, and (d) CDLAC for an allocation to issue Bonds.

**11. Disposition, Development and Affordable Housing Agreement.** Subject to the Developer's satisfaction of all terms and conditions of this Award Letter, and the later MoVal Funding Award, if approved, the Parties will negotiate and enter into the AHA. The AHA will set forth a series of "Conditions Precedent", to be satisfied by the Developer, as applicable, and City and/or Authority, as applicable.

**12. Financial Gap Analysis.** This Award Letter was evaluated based on RBD's April 6 Proforma. Further, the subsequent MoVal Funding Award will be evaluated based on the April 6 Proforma and one or more subsequent "Financial Gap Analysis" of the proposed

development and operation of the Project, including all funding and financing sources, as a condition to sale of the Site, entering into the AHA, and Closing of Financing. City will re-review and analyze all awarded and committed funding sources for all costs of development and operation of the Project. Developer shall update the April 6 Proforma based on the awards from HACR, County, TCAC, CDLAC, Investor Limited Partner equity investment, Primary Loans, including construction and permanent loans, and City (and Authority) financial assistance through the MoVal Loan. This Financial Gap Analysis may be conducted by the City or its economic and housing consultant to evaluate, without limitation, supportable debt (construction and permanent financing), HACR award and allocation of PBVs, County loan of HOME funds, market value of Tax Credits, Investor Limited Partner tax credit investment, Developer Fee, Deferred Developer Fee, and other subordinate debt, and the terms therefor. Developer agrees to cooperate with City and its agents and provide complete, truthful supporting documentation in connection with conducting the Financial Gap Analysis. Developer and City agree to cooperate in good faith toward achieving a financially feasible Project and to that end each shall provide the other and their respective agents with complete, truthful, and timely supporting documentation in connection with conducting the Financial Gap Analysis.

**13. Authorization to Implement Award Letter and Option Agreement.**

**13.1 City Manager Authority.** By consideration and action to approve this Site Control Award Letter, City hereby authorize the City Manager to sign this Award Letter and the Option Agreement on behalf of City.

**13.2 Option; Site Control of Site.** In this regard, the City owns the Site and by this Site Control Award Letter sets forth its commitment to provide the Option for Developer to buy, and City to sell, the Site, subject to applicable laws, the terms and conditions herein, and in the subsequent MoVal Funding Award, and later AHA, as and if later approved.

Should you have any questions or require additional information, please contact Felicia London, Chief Financial Officer, Financial & Management Department, City of Moreno Valley at 951.413.3063 or by email at [felicial@moval.org](mailto:felicial@moval.org).

CITY OF MORENO VALLEY

By: Brian Mohan, City Manager

cc:

Felicia London, Chief Financial Officer  
Joe Barron, Grants Division Manager  
Laura Huerta, Senior Grants Analyst  
Steve Quintanilla, Esq., City Attorney

James M. Jernigan, President  
**Rancho Belago Developers, Inc.**  
April 21, 2026  
Page 12

Celeste Stahl Brady, Esq., Special Counsel, Stradling Yocca Carlson & Rauth  
Nichole Berklas, Esq., Bocarsly Emden Cowan Esmail & Arndt LLP

The Site Control Award Letter to:

**AGREED AND ACCEPTED:**

This \_\_\_\_\_ day of April 2026

**DEVELOPER:**

**RANCHO BELAGO DEVELOPERS, INC.,**  
a California corporation

By: \_\_\_\_\_  
James M. Jernigan, President

DRAFT

EXHIBIT A  
Option Agreement (Legacy Ridge Project)  
[attached]

DRAFT

Recording Requested By and  
When Recorded Mail To:

City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92552-0805  
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
(This document is exempt from the payment of a  
recording fee under Government Code Section 27383.)

### **OPTION AGREEMENT (Legacy Ridge Site)**

This **OPTION AGREEMENT (Legacy Ridge Site)** ("Option Agreement"), dated as of April 21, 2026 ("Effective Date"), is entered into by and between the CITY OF MORENO VALLEY, a California municipal corporation ("City") and **RANCHO BELAGO DEVELOPERS, INC.**, a California corporation ("Developer"). City and Developer collectively constitute the "Parties", with each being a "Party."

#### **RECITALS**

The following recitals are a substantive part of this Agreement:

**A.** City and Developer have negotiated the terms and conditions of and entered into that certain *Site Control Award Letter* dated as of April 21, 2026, which is incorporated herein by reference ("Award Letter") to pursue various activities toward the new construction of a 150-unit "Legacy Ridge" senior affordable rental housing development as described with greater particularity within the Award Letter.

**B.** This Option Agreement is entered into in connection with Developer's application to the Housing Authority of the County of Riverside ("HACR") in response to HACR's Request for Proposals, RFP No. 2026-001, Housing Choice Voucher Program, Project Based Vouchers ("PBVs") seeking an allocation and award of PBVs for the Legacy Ridge Project. In this regard, this Option Agreement Letter intends to fulfill HACR's requirement that Developer has "site control" of the Site in connection with its application for PBVs to be awarded by HACR for the Legacy Ridge Project.

**C.** The Parties have made substantial progress in moving forward with the consummation of certain activities described in the Award Letter. Based upon such progress, as well as the continued interest of each Party in moving forward with those undertakings for the respective Parties as set forth in the Award Letter, the Parties desire at this time to further formalize arrangements for additional activities in implementation of the Award Letter, including a commitment by City to grant to Developer an "Option" to acquire the Site as the term is defined in the Award Letter and as legally described in Exhibit A, attached and

incorporated herein, subject to satisfaction of terms and conditions precedent therein and other terms and conditions set forth in this Option Agreement.

**D.** This Option Agreement is in the vital and best interest of the City of Moreno Valley, California, and the health, safety and welfare of its residents.

**NOW, THEREFORE,** for and in consideration of the mutual promises, covenants, and conditions herein contained, City and Developer agree as follows:

**1. Capitalized Terms.** Except to the extent expressly defined herein, capitalized terms shall have the meanings established under the Award Letter.

**2. Grant of Option; Option Consideration.** City, as optionor, grants to Developer, as optionee, the Option to lease the Site on the terms and conditions set forth in this Option Agreement. The term of the Option shall commence on the Effective Date and shall continue until expiration of the Term as defined and set forth in the Award Letter (“Expiration Date”). As of the Expiration Date, this Option Agreement and the Option shall automatically terminate without the need of any notice or documentation; upon such termination, neither Party shall have any further rights or obligations under this Option Agreement.

**2.1 *AHA Condition Precedent.*** The Option may only be exercised subject to the Parties agreeing on a final form of *Disposition, Development and Affordable Housing Agreement* (“AHA”) as described in the Award Letter, and subject to Developer having provided evidence satisfactory to City that Developer has obtained financing adequate to cause the Closing of Financing for the new construction and operation of the Legacy Ridge senior affordable rental development on the Site acceptable to City, and which is financed in part using 4% Tax Credits and Bonds.

**2.2 *Option Price.*** In consideration of the grant of Option, Developer shall pay to City the sum of One Hundred Dollars (\$100.00) (“Option Consideration Amount”) within two (2) days after the Effective Date. The Option Consideration Amount shall be retained by City as its sole property.

**3. Form of Disposition, Development and Affordable Housing Agreement.** The form of AHA by which City expects to agree to sell the Site to Developer will be negotiated between City and Developer as contemplated in the Award Letter. The AHA will include various terms, including without limitation with respect to construction, insurance, indemnity, criteria for selection of senior tenant households, income limits, what constitutes Affordable Rent, reporting requirements, property management, maintenance standards, and scope of supportive social services to the residents. It is contemplated that the final form of AHA will include the final terms of financing and development of the Legacy Ridge Project, consistent with the Award Letter.

**3.1 *Limited Partnership Entity.*** City and Developer acknowledge that as a condition to the applications to TCAC and CDLAC as described in the Award Letter, Developer and Kingdom Development, Inc., a California nonprofit public benefit corporation (“KDI”) or their affiliates or subsidiaries will be forming a California limited partnership that will be the “developer” entity under the AHA, with Developer as administrative general partner, KDI as managing general partner, and the tax credit investor as special limited partner(s).

4. **Conditions to Closing; Closing of Financing.** The obligation of City to sell and deliver possession of the Site pursuant to the Option of Developer to acquire the Site shall be subject to conditions customarily and normally applied by City in connection with affordable housing transactions, such as: a delineation of improvements, required in detail satisfactory to City; requirements that evidence of financing, reasonably satisfactory to the City Manager of the City, be in place; and requirements that a title insurer acceptable to City and Developer be prepared to insure fee title vested in Developer upon the Closing of Financing, subject only to encumbrances which do not render title unmerchantable. The Parties acknowledge that certain steps will be needed in order for the condition of title as those certain Site to be rendered merchantable, and agree to reasonably take commercially reasonable actions necessary and appropriate in order to accomplish such a result.

5. **Activities of City Manager.** The City Manager is authorized and directed to take such actions as he shall deem necessary or convenient to implement the disposition of the Site as provided above, and as generally described in the Award Letter and the negotiated and duly executed AHA.

6. **Reaffirmation.** Each of the Parties reaffirms its desire to proceed with implementation of those respective responsibilities and activities and further described in the Award Letter.

7. **No Third Party Beneficiaries.** This Option Agreement is made for the purpose of setting forth rights and obligations of City and Developer, and no other person shall have any rights hereunder or by reason hereof. Excepting (a) the Moreno Valley Housing Authority, which entity may be a party to the AHA, and (b) Kingdom Development, Inc. that will be the managing general partner of the limited partnership as described in Section 3.1 above, which entity will be the "developer" under the AHA, there shall be no third party beneficiaries of the Award Letter or this Option Agreement.

8. **Effectiveness.** This Option Agreement shall be effective as of the Effective Date and shall remain in effect until the Expiration Date.

9. **Interpretation.** This Option Agreement shall be interpreted to effectuate the terms of the Award Letter as modified hereby, in accordance with the laws of the State of California, and as if prepared and reviewed equally by the Parties. This Option Agreement may be executed in counterparts.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Option Agreement (Legacy Ridge Site) to be executed as of the Effective Date.

**DEVELOPER:**

**RANCHO BELAGO DEVELOPERS, INC.**,  
a California corporation

By: \_\_\_\_\_  
James M. Jernigan, President

(City signatures on following page)

(Option Agreement signatures continued from previous page)

**CITY:**

**CITY OF MORENO VALLEY,**  
a California municipal corporation

By: \_\_\_\_\_  
Brian Mohan, City Manager  
or Authorized Designee

**ATTEST:**

\_\_\_\_\_  
M. Patricia Rodriguez, City Clerk  
or Authorized Designee

**APPROVED AS TO FORM:**

**STRADLING YOCCA CARLSON & RAUTH LLP**

\_\_\_\_\_  
Celeste Stahl Brady  
Special Counsel to City

DRAFT

EXHIBIT A  
LEGAL DESCRIPTION OF SITE

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

LOT 4 IN BLOCK 120, MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT CO., IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN BERNARDINO COUNTY, CALIFORNIA, TOGETHER THE SOUTH HALF OF ALESSANDRO BOULEY ARD AND THE EAST HALF OF LASSELLE STREET, WITHIN SAID BLOCK, LYING WESTERLY OF THE EASTERLY LINE OF SAID LOT, PROLONGED NORTHERLY AND NORTHERLY OF THE SOUTHERLY LINE OF SAID LOT, PROLONGED WESTERLY.

DRAFT

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

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Notary Public,

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

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

WITNESS my hand and official seal

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

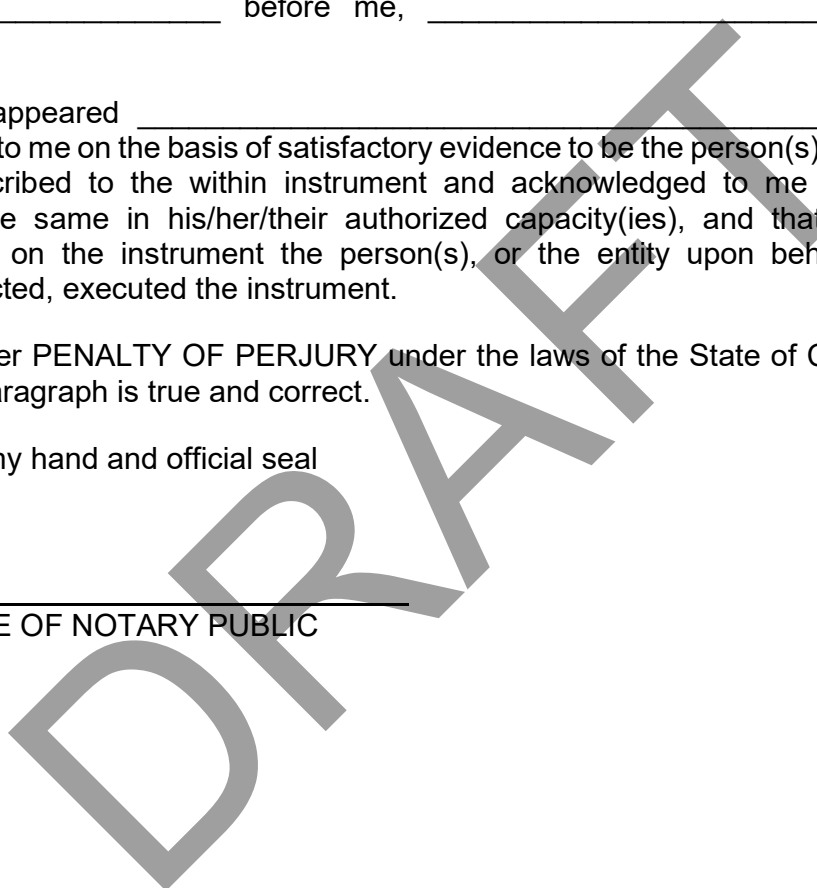


Exhibit B  
April 6 Proforma  
[attached]

DRAFT

<b>PROJECT SUMMARY</b>	<b>Kingdom Development</b>	<b>LEGACY RIDGE</b>
------------------------	----------------------------	---------------------

148 units plus 2 mgr. units		TE Bonds + 4% Credits
New Construction		Non-Rural
PW Senior project		QCT-No DDA-Yes

Permanent Sources				
Source	Amount	Rate	Amm.	/ Unit
Perm Bond Proceeds	\$13,402,275	6.00%	35	\$89,349
Tax Credit Proceeds	48,165,870	NA	NA	321,106
City of MV	9,200,000	1.00%	RR	61,333
Donated Land	0	1.00%	RR	0
Waived Fees	3,423,832	1.00%	RR	22,826
County HOME (BABA)	1,500,000	1.00%	RR	10,000
Gap	0	101.00%	RR	0
Operating Income	382,385	NA	NA	2,549
Deferred Developer Fee	4,598,979	1.00%	NA	30,660
<div style="display: flex; justify-content: space-between;"> <span>\$80,673,342</span> <span>\$537,822</span> </div>				

Permanent Uses		
Uses	Amount	Per Unit
Land Costs	\$0	\$0
Permits, Fees, & Studies	8,125,000	54,167
Direct Construction Costs	51,900,832	346,006
Offsites	500,000	3,333
Contingency	3,120,042	20,800
Developer Fee	9,559,078	63,727
Indirect Construction Costs	1,478,230	9,855
Rent-Up Costs	120,000	800
Reserves	524,201	3,495
Financing Costs	5,345,959	35,640
<div style="display: flex; justify-content: space-between;"> <span>\$80,673,342</span> <span>\$537,822</span> </div>		

Source Pay in Schedule			
Source	Amount	Date	Notes
Perm Bond Proceeds	\$13,402,275	Jun-29	Convert
Tax Credit Proceeds	7,224,881	Mar-27	Close
Tax Credit Proceeds	7,224,881	Sep-28	CofO
Tax Credit Proceeds	33,366,109	Jun-29	Convert
Tax Credit Proceeds	350,000	Sep-29	8609s
City of MV	9,200,000	Dec-27	50% Comp.
Waived Fees	3,423,832	Mar-27	Close
County HOME (BABA)	1,500,000	Dec-27	50% Comp.

Construction Sources		
Source	Amount	Per Unit
Tax Credit Proceeds	7,224,881	\$48,166
City of MV	9,200,000	\$61,333
Waived Fees	3,423,832	\$22,826
County HOME (BABA)	1,500,000	\$10,000
Construction Loan	46,247,431	\$308,316
Deferred Costs	13,077,199	\$87,181
<div style="display: flex; justify-content: space-between;"> <span>Totals</span> <span>80,673,342</span> <span>\$537,822</span> </div>		

Bedroom Mix/Average Rent			
Bedrooms	Quantity	% of Units	Avg. Rent
0			
1	148	100%	\$1,042
2			
3			
4+			

Rent Schedule					
Calculation	Quantity	Bedrooms	AMI	Rent	Util.
MGR	2	2	0%	\$0	\$0
PBV 1,955	15	1	30%	523	106
PBV 1,955	11	1	40%	733	106
PBV 1,955	11	1	50%	943	106
TCAC	111	1	60%	1,153	106

Operating Expenses		
Expenses	Amount	Per Unit
Management	135,000	\$900
Administration	56,500	377
Salaries & Benefits	363,764	2,425
Maintenance	160,800	1,072
Utilities	138,000	920
Insurance	75,000	500
Taxes	26,100	174
Services	140,000	933
Reserves	75,000	500
Fees	9,619	64
<div style="display: flex; justify-content: space-between;"> <span>Totals</span> <span>\$1,179,783</span> <span>\$7,865</span> </div>		

Assumptions		Assumptions	
		Const. Length	18
Site (acres)	5.61	CL Closing:	3/1/27
Debt Cov. Ratio	1.15	Est. Completion	9/1/28
Vacancy Factor	5.0%	Const. Loan	46,247,431
		Taxable Rate	6.50%
		Tax Empt Rate	6.00%

USES, EXPENSES AND CREDIT	Kingdom Development		LEGACY RIDGE	
148 units plus 2 mgr. units				TE Bonds + 4% Credits
New Construction				Non-Rural
PW Senior project				QCT-No DDA-Yes

Development Uses				
Description	Amount	NC. Basis	Acq. Basis	Per Unit
Building Fees & Permits	\$699,000	\$699,000	\$0	\$4,660
Impact Fees	6,426,000	3,002,168	0	42,840
Architectural & Engineering	1,000,000	1,000,000	0	6,667
Offsite Construction	500,000	500,000	0	3,333
Onsite Improvements	1,500,000	1,500,000	0	10,000
Residential Construction	43,500,000	43,500,000	0	290,000
General Conditions	2,538,900	2,538,900	0	16,926
Contractor's Overhead & Profit	3,843,112	3,843,112	0	25,621
Performance Bond	518,820	518,820	0	3,459
Construction Contingency	2,620,042	2,620,042	0	17,467
Developer Fee	9,559,078	9,559,078	0	63,727
Financial Advisory	250,000	250,000	0	1,667
Construction Manager	250,000	250,000	0	1,667
Builders Risk Insurance	778,230	778,230	0	5,188
Audit and Accounting	55,000	35,000	0	367
Legal Fees	130,000	75,000	0	867
Market Study	15,000	15,000	0	100
Project Contingency	500,000	250,000	0	3,333
Lease-up and Marketing	50,000	0	0	333
Capitalized Operating Reserve	524,201	0	0	3,495
Common Area Furnishings	70,000	70,000	0	467
Construction Period Interest	4,278,332	2,015,496	0	28,522
Construction Loan Fees	512,474	241,424	0	3,416
Permanent Loan Fees	134,023	0	0	893
TCAC Fees	243,209	0	0	1,621
TCAC Refund	-100,000	0	0	-667
CDLAC Fees	102,921	0	0	686
Bond Issuance Costs	115,000	0	0	767
Title and Recording	60,000	25,000	0	400
<b>Totals</b>	<b>\$80,673,342</b>	<b>\$73,286,270</b>	<b>\$0</b>	<b>\$537,822</b>

Operating Expenses		
Description	Amount	Per Unit
Property Management	\$135,000	\$900
Marketing	24,000	160
Audit	10,500	70
Legal	12,000	80
Office Expenses	10,000	67
On-site Manager	62,400	416
Assistant Manager	62,400	416
Maintenance Personnel	62,400	416
Janitorial Personnel	62,400	416
Payroll Taxes	19,968	133
Insurance	80,000	533
Workers Compensation	14,196	95
Supplies	10,800	72
Repairs Contract	60,000	400
Pest Control	6,000	40
Grounds Contract	48,000	320
Elevator	36,000	240
Trash Removal	48,000	320
Electricity	15,000	100
Water & Sewer	75,000	500
Property & Liability Ins.	75,000	500
Business Taxes & License	3,600	24
Real Estate Taxes	22,500	150
Social Services	20,000	133
Supportive Services	120,000	800
Replacement Reserves	75,000	500
Bond Issuer Fees	9,619	64

Total	\$1,179,783	\$7,865
<b>25% Test</b>		
Bond allocation	19,237,646	
Aggregate basis	73,286,270	= 26.25%

Tax Credit Calculation			
	4% Federal	Acq. Fed.	State
Eligible Basis	73,286,270	0	
Excluded	0	0	
Unadjusted	73,286,270	0	73,286,270
Basis Limit	124,877,181		
Boost	130%	100%	
Adjusted	95,272,151	0	
Applicable	100.0%	100.0%	100.0%
Qualified	95,272,151	0	73,286,270
Reduction	0	0	1,350,000
Adj. Qualified	95,272,151	0	
Rate Factor	4.00%	4.00%	30.00%
Annual Credits	3,810,886	0	
Federal Credits	38,108,860	State Credits	20,635,881
Credit Price	0.82		0.82
Proceeds	31,246,140		16,919,730
<b>Total</b>	<b>\$48,165,870</b>		



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Felicia London, Chief Financial Officer/City Treasurer

**AGENDA DATE:** April 21, 2026

**TITLE:** ANNEXATION OF CERTAIN PARCELS INTO CFD NO. 2014-01 (MAINTENANCE SERVICES) AND CFD NO. 2023-01 (PUBLIC SAFETY SERVICES) (REPORT OF: FINANCIAL & MANAGEMENT SERVICES) (DISTRICT: 1, 2, 3)

**TITLE SUMMARY:** Pursuant to Landowner Petitions, Annex Certain Parcels into Community Facilities District No. 2014-01 (Maintenance Services) and Community Facilities District No. 2023-01 (Public Safety Services) (Reso No. 2026-XX and Reso No. 2026-XX)

**DISTRICT:** Districts 1-3

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### Recommendation(s)

That the City Council:

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2026-XX, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended maps for said District, for the specific properties as listed in the Discussion section of this staff report and as previously approved by the Landowner and certified by the City's Election Official (Amendment No. 94 and 95).
2. Acting as the legislative body of Community Facilities District No. 2023-01 (Public Safety Services), adopt Resolution No. 2026-XX, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to the City of Moreno

Valley Community Facilities District, for the specific properties as listed in the Discussion section of this staff report and as previously approved by the Landowner and certified by the City's Election Official (Amendments Nos. 123, 148, 154-157, and 159-161).

## **SUMMARY**

Adoption of the resolutions (Attachments 1 and 2) will order the annexation of a total of 14 parcels into Community Facilities District (CFD) No. 2014-01 (Maintenance Services) and Community Facilities District (CFD) No. 2023-01 (Public Safety Services) (the "Districts"). This action impacts only the property owners identified below, not the general citizens or taxpayers of the City.

## **DISCUSSION**

As conditions of approval for the development projects, property owners are required to provide an ongoing funding source for certain public services (i.e., public street lighting, public landscape maintenance, streets and drainage maintenance services as well as public safety services). The funding mitigates the costs of impacts created by the proposed development.

On March 25, 2014, pursuant to the Mello-Roos Community Facilities Act of 1982, the City Council formed CFD No. 2014-01 (Maintenance Services) and on November 21, 2023, they formed CFD No. 2023-01 (Public Safety Services) to provide alternative funding tools for the development community to mitigate the impact of their proposed development. Annexation into the Districts provides property owners a mechanism to fund public street lighting, landscape, and streets & drainage services and public safety services, through an annual special tax.

On April 20, 2021, the City Council adopted Ordinance No. 980, which designated the entire territory of the City as a future annexation area for CFD 2014-01 and on March 5, 2024, the City Council adopted Ordinance No. 1007, which designated the entire territory of the City as a future annexation area for CFD 2023-01. With the future annexation areas designated, annexations can occur without an additional public hearing as long as the annexing landowners provide unanimous consent.

A property owner has the following options to satisfy the development conditions requiring a funding source for certain public services:

1. Annex the territory into the applicable CFD(s). (This option is generally only available if there are fewer than 12 registered voters living within the proposed annexation area); or
2. Create a permanent, prefunded, and irrevocable endowment that will yield an annual revenue stream to meet the annual obligation and provide for the ongoing operational services.

CFD 2014-01 also offers the option of establishing a homeowner or property owner

association to provide the ongoing operation and maintenance of the improvements.

If a landowner elects to annex their property into the Districts and the City Council approves the annexation(s), the City is authorized to levy special taxes onto the annual property tax bill to fund the services related to or impacted by their development.

The following property owners have elected to annex into the Districts to satisfy their condition(s) of approval:

<b>Property Owner(s) Project ACP Record No(s).</b>	<b>District</b>	<b>Amendment No.</b>	<b>APN(s)</b>	<b>Location</b>
Vigorous Moreno TR 38480, 37 Single Family Homes SCP26-0013/PEN22-0187	CFD 2014-01	94	487-260-002 487-260-003 487-260-004 487-260-005	South of Fir Ave. and West of Nason St.
Riverside Co Farm Bureau, Inc. TR 38955, 139 Attached Condominiums SCP26-0016/PEN24-0058 PEN24-0059/BFC25-0215	CFD 2014-01	95	256-200-002 256-200-003 256-200-004	North of Box Springs Rd. and East of Morton Rd.
Ruben Castaneda and Maricela Ramirez Accessory Dwelling Unit (ADU) SCP25-0115/BFR25-0016	CFD 2023-01	123	482-322-009	24476 Bay Ave.
Angel Sandoval and Griselda Sandoval Accessory Dwelling Unit (ADU) SCP25-0204/BFR25-0011	CFD 2023-01	148	484-153-008	14449 Stuard Dr.
Miguel A. Olivares and Maria C. Vargas Custom Home SCP26-0010/PEN24-0090	CFD 2023-01	154	487-551-003	13576 Darwin Dr.
Isela Carreon and Issac G. Carreon Accessory Dwelling Unit (ADU) SCP26-0022/BFR25-0172	CFD 2023-01	155	481-033-005	12089 Nita Dr.
Vigorous Moreno TR 38480, 37 Single Family Homes SCP26-0012/PEN22-0187	CFD 2023-01	156	487-260-002 487-260-003 487-260-004 487-260-005	South of Fir Ave. and West of Nason St.
Riverside Co Farm Bureau, Inc. TR 38955, 139 Attached Condominiums SCP26-0015/PEN24-0058 PEN24-0059/BFC25-0215	CFD 2023-01	157	256-200-002 256-200-003 256-200-004	North of Box Springs Rd. and East of Morton Rd.

Property Owner(s) Project ACP Record No(s).	District	Amendment No.	APN(s)	Location
Jesse Shubbie and Chelsea Shubbie Accessory Dwelling Unit (ADU) SCP26-0003/BFR25-0135	CFD 2023-01	159	487-242-003	26622 Primrose Way
Emilio Alonso and Martha G. Alonso Accessory Dwelling Unit (ADU) SCP26-0024/BFR25-0178	CFD 2023-01	160	479-413-012	12609 Ninebark St.
Alexis Domingo Nunez and Jacqueline Nunez Nieto Accessory Dwelling Unit (ADU) and Jr. ADU SCP26-0018/BFR25-0200	CFD 2023-01	161	482-343-016	24237 & 24241 Powell Pl.

The Office of the Riverside County Registrar of Voters confirmed there were less than 12 registered voters residing at each property, allowing a special election of the landowner. Adoption of the attached resolutions (Attachments 1 and 2) amend each District and adds the property/properties, with a special tax rate based on property type, in the Fiscal Impact section of this report and directs the recordation of the boundary maps and amended notices of special tax lien for the amendments. The City Clerk received and reviewed the Landowner Petitions and confirmed the Property Owners unanimously approved the annexations of their property into the Districts (Attachment 3).

Successful completion of the annexation process satisfies the project’s conditions of approval requirements to provide a funding source for the operation and maintenance of public services including street lighting, landscaping, streets and drainage and public safety services.

**ALTERNATIVES**

1. Adopt the resolutions. *Staff recommends this alternative as it will annex the property/properties into CFD No. 2014-01 and CFD 2023-01 at the request of the Property Owners and satisfy the conditions of approval for the proposed developments.*
2. Do not adopt the resolutions. *Staff does not recommend this alternative as it is contrary to the request of the Property Owners, will not satisfy the conditions of approval and may delay development of the projects.*
3. Do not adopt the resolutions but rather continue the item to a future regularly scheduled City Council meeting. *Staff does not recommend this alternative as it will delay the Property Owners from satisfying the condition of approval and may delay development of the projects.*

## **FISCAL IMPACT**

Revenue received from the special taxes are restricted and can only be used to fund services within each District. The special tax can only be applied to a property tax bill of a parcel wherein the qualified electors (i.e., landowners or registered voters, depending upon the number of registered voters) have previously provided approval. The maximum special tax rate is detailed below. If the projected revenue from the maximum special tax exceeds what is necessary to fund the services, a lower amount will be applied to the property tax bill.

Property Owner(s) Project ACP Record No(s).	District	Amendment No.	Property Type	FY 2025/26 Maximum Special Tax Rate <sup>1</sup>	
Vigorous Moreno TR 38480, 37 Single Family Homes SCP26-0013/PEN22-0187	CFD 2014-01	94	Single-Family Residential	SL-01A LM-01 SD-01	\$342.55/parcel TBD/parcel \$1,110.27/parcel \$3.05 per curb foot
Riverside Co Farm Bureau, Inc. TR 38955, 139 Attached Condominiums SCP26-0016/PEN24-0058 PEN24-0059/BFC25-0215	CFD 2014-01	95	Multi-Family	SL-02	\$5.57/ Proportional Front Footage
Ruben Castaneda and Maricela Ramirez Accessory Dwelling Unit (ADU) SCP25-0115/BFR25-0016	CFD 2023-01	123	Accessory Dwelling Unit		\$216.30/Unit
Angel Sandoval and Griselda Sandoval Accessory Dwelling Unit (ADU) SCP25-0204/BFR25-0011	CFD 2023-01	148	Accessory Dwelling Unit		\$216.30/Unit
Miguel A. Olivares and Maria C. Vargas Custom Home SCP26-0010/PEN24-0090	CFD 2023-01	154	Single-Family Residential		\$254.10/Unit
Isela Carreon and Issac G. Carreon Accessory Dwelling Unit (ADU) SCP26-0022/BFR25-0172	CFD 2023-01	155	Accessory Dwelling Unit		\$216.30/Unit
Vigorous Moreno TR 38480, 37 Single Family Homes SCP26-0013/PEN22-0187	CFD 2023-01	156	Single-Family Residential		\$254.10/Unit

Property Owner(s) Project ACP Record No(s).	District	Amendment No.	Property Type	FY 2025/26 Maximum Special Tax Rate <sup>1</sup>
Riverside Co Farm Bureau, Inc. TR 38955, 139 Attached Condominiums SCP26-0016/PEN24-0058 PEN24-0059/BFC25-0215	CFD 2023-01	157	Multi-Family Residential	\$216.30/Unit
Jesse Shubbie and Chelsea Shubbie Accessory Dwelling Unit (ADU) SCP26-0003/BFR25-0135	CFD 2023-01	159	Accessory Dwelling Unit	\$216.30/Unit
Emilio Alonso and Martha G. Alonso Accessory Dwelling Unit (ADU) SCP26-0024/BFR25-0178	CFD 2023-01	160	Accessory Dwelling Unit	\$216.30/Unit
Alexis Domingo Nunez and Jacqueline Nunez Nieto Accessory Dwelling Unit (ADU) and Jr. ADU SCP26-0018/BFR25-0200	CFD 2023-01	161	Accessory Dwelling Unit	\$216.30/Unit
<sup>1</sup> The special tax applied to the property tax bill will be based on the needs of the District. The applied special tax rate cannot exceed the maximum special tax rate. Final rates for CFD 2014-01 are subject to change upon final approved plans and/or conditions of approval.				

The maximum special tax rates are subject to an annual inflation adjustment based on the change in the Consumer Price Index (CPI) or five percent (5%), whichever is greater. However, the annual adjustment cannot be applied unless the City Council annually authorizes such adjustment. The increase to the maximum special tax rates cannot exceed the annual inflationary adjustment without a two-thirds approval of the qualified electors.

**NOTIFICATION**

The Landowner Petitions were provided to the Property Owners on March 24 and March 25, 2026.

**PREPARATION OF STAFF REPORT**

Prepared by:  
Aasiyah DeAndrade  
Management Assistant

Department Head Approval:  
Felicia London  
Chief Financial Officer/City Treasurer

Concurred by:  
Valerie Rey Arenas  
Special Districts Division Manager

Concurred by:  
Shanna Palau  
Public Safety Contracts Administrator

**CITY COUNCIL GOALS**

Community Image, Neighborhood Pride and Cleanliness: Promote a sense of community pride and foster an excellent image about our City by developing and

executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

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

## **CITY COUNCIL STRATEGIC PRIORITIES**

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

Objective 2.5: Develop partnerships with local businesses and warehouse operators to reduce traffic related issues.

Objective 2.6: Enhance operational excellence and efficiency in delivery of Police services.

Objective 2.7: Fully integrate Fire Prevention activities into the City's Development Services processes to provide swift, seamless service.

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

Objective 5.2: Promote the installation and maintenance of cost effective, low maintenance landscape, hardscape and other improvements which create a clean, inviting community.

## Report Approval Details

Document Title:	STAFFREPORT_FMS_SD_ANNEXATIONS INTO CFD 2014-01_AND_CFD 2023-01_04.21.26.docx
Attachments:	- RESOLUTION ORDERING ANNEXATIONS_CFD 2014-01_04.21.26.docx - RESOLUTION ORDERING ANNEXATIONS_CFD 2023-01_04.21.26.docx - CERTIFICATES OF ELECTION OFFICIAL_04.21.26.docx
Final Approval Date:	Apr 16, 2026

This report and all of its attachments were approved and signed as outlined below:

### **No Signature found**

Valerie Arenas Rey

### **No Signature found**

Shanna Palau

Natalia Medina

Felicia London, MPA

Launa Jimenez

Brian Mohan

Patty Rodriguez

RESOLUTION NO. 2026-\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) AND APPROVING THE AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. 2014-25, the City Council established the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) (the "CFD"), a citywide district, pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. 874, the City Council authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund street lighting services and landscape maintenance services; and

WHEREAS, by its Ordinance No. 980, the City Council authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD to fund Drainage and Street Maintenance Services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the City Council, by its Ordinance No. 980 designated the entire territory of the City as a future annexation area for the CFD and approved the third amended and restated rate and method of apportionment for the Special Tax; and

WHEREAS, the landowner of the parcels listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the City a petition requesting and approving annexation of the listed parcels (the "Annexation Parcels") to the CFD; and

WHEREAS, the Annexation Parcels are comprised of the territory shown on the boundary map (the "Boundary Map") "Amendment Nos. 94 and 95 to Boundaries of City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), City of Moreno Valley, County of Riverside, State of California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the City Council desires to annex the Annexation Parcels to the CFD.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcels are hereby added to and part of the CFD with full legal effect. The Annexation Parcels are subject to the Special Tax associated with the Tax Rate Areas indicated on Exhibit A to this Resolution.

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Resolution No. 2026-\_\_\_\_  
Date Adopted: April 21, 2026

3. Description of Services. The following is a general description of all services (the “Services”) provided in the CFD:

A. Landscape Maintenance Services: Maintaining, servicing, and operating landscape improvements and associated appurtenances located within the public right-of-way and within dedicated landscape easements for the CFD. These improvements may include but are not limited to parkways, medians, open space landscaping, fencing, monuments, ornamental lighting, drainage, turf, ground cover, shrubs, vines and trees, irrigation systems, and appurtenant facilities and structures. Fundable costs may include, but are not limited to: (i) contracting costs for landscape maintenance services, including litter removal, (ii) salaries and benefits of City staff, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) City administrative and overhead costs associated with providing such services within the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

B. Street Lighting Services: Maintaining, servicing, and operating street lights and appurtenant improvements. Fundable costs may include, but are not limited to: (i) contracting costs for street light maintenance, (ii) salaries and benefits of City staff, if the City directly provides street light maintenance services, (iii) utility expenses and the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, (iv) City administrative and overhead costs associated with providing such services for the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

C. Drainage and Street Maintenance Services: Maintaining, servicing, and operating drainage improvements and maintaining streets. Drainage improvements include public improvements and appurtenance (and associated easements) that are designed or used to capture, retain, detain, remove, transport, or treat surface water and storm water runoff. Fundable costs may include, but are not limited to: (i) contracting costs for street and drainage maintenance services, including litter removal, (ii) salaries and benefits of City staff if the City directly provides these services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) City administrative and overhead costs associated with providing such services within the CFD, and (v) lifecycle costs associated with the repair and replacement of streets and drainage improvements.

The Annexation Parcels will only be provided with the services indicated on Exhibit A.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The City Council directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The City Council directs that an amended notice of

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Resolution No. 2026-\_\_\_\_  
Date Adopted: April 21, 2026

special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcels associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

8. Severability. That the City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

9. Repeal of Conflicting Provisions. That all the provisions heretofore adopted by the City Council that are in conflict with the provisions of this Resolution are hereby repealed.

APPROVED AND ADOPTED this 21<sup>st</sup> day of April 2026.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. 2026-3  
Date Adopted: April 21, 2026

**RESOLUTION JURAT**

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

I, M. Patricia Rodriguez, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2026-\_\_\_ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 21<sup>st</sup> day of April 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

Resolution No. 2026-\_\_\_ 4  
Date Adopted: April 21, 2026

**EXHIBIT A**

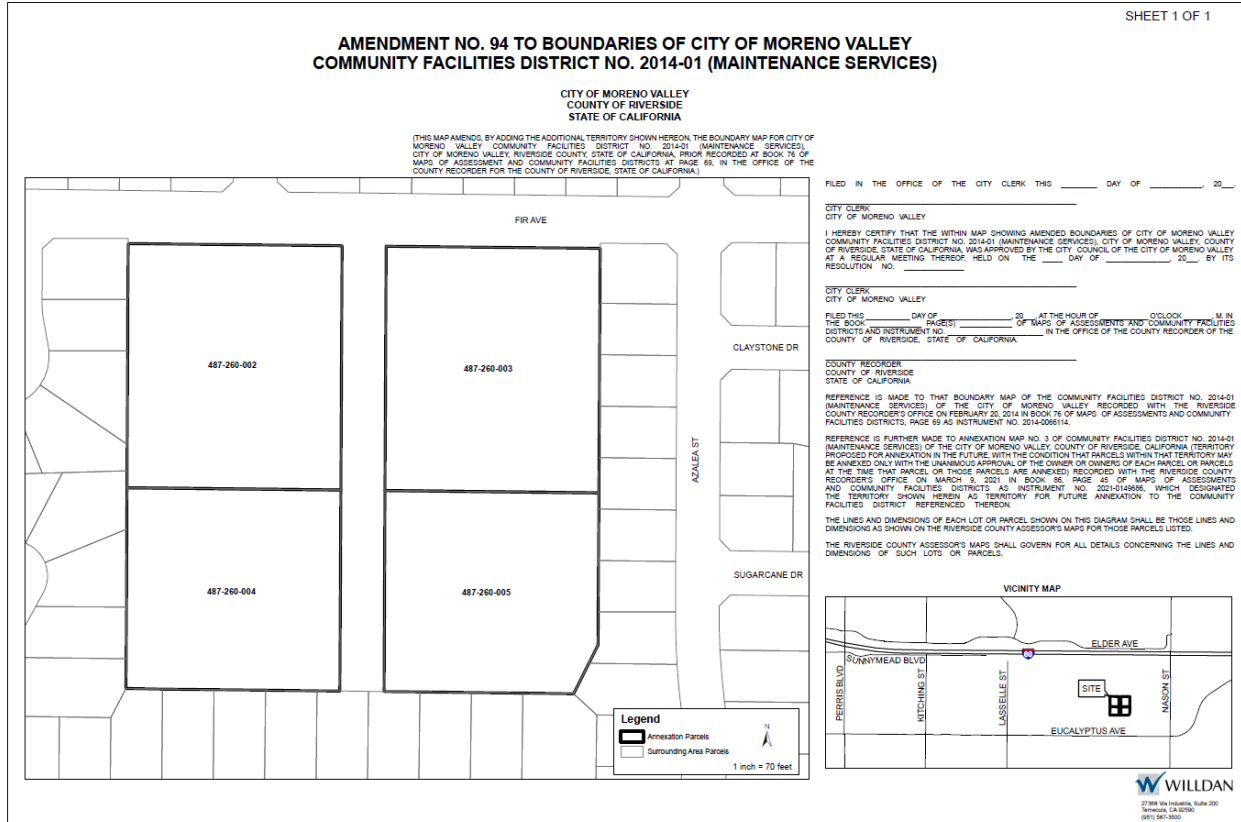
<b>List of Annexation Parcel(s)</b>			
<b>Boundary Map Amendment No.</b>	<b>Assessor's Parcel Numbers</b>	<b>Services</b>	<b>Tax Rate Area &amp; Maintenance Category</b>
Amendment No. 94	487-260-002 487-280-003 487-280-004 487-280-005	Street Lighting	SL-01A
		Landscape Maintenance	TBD
		Street Maintenance and Drainage	SD-01
<p>Based on current development plans, it is anticipated that the Annexation Group will be in the Maintenance Category listed above; however all taxes will be calculated as set forth in the Rate and Method of Apportionment.</p> <p>The parcels associated with a given development constitute a separate Annexation Group for purpose of calculating the applicable Maintenance Category (where applicable) for each Tax Rate Area. The anticipated Maintenance Category (where applicable) is shown in parenthesis following the Tax Rate Area. All capitalized terms in this paragraph have the meanings set forth in the Rate and Method of Apportionment.</p>			

<b>List of Annexation Parcel(s)</b>			
<b>Boundary Map Amendment No.</b>	<b>Assessor's Parcel Numbers</b>	<b>Services</b>	<b>Tax Rate Area &amp; Maintenance Category</b>
Amendment No. 95	256-200-002 256-200-003 256-200-004	Street Lighting	SL-02
<p>Based on current development plans, it is anticipated that the Annexation Group will be in the Maintenance Category listed above; however all taxes will be calculated as set forth in the Rate and Method of Apportionment.</p> <p>The parcels associated with a given development constitute a separate Annexation Group for purpose of calculating the applicable Maintenance Category (where applicable) for each Tax Rate Area. The anticipated Maintenance Category (where applicable) is shown in parenthesis following the Tax Rate Area. All capitalized terms in this paragraph have the meanings set forth in the Rate and Method of Apportionment.</p>			

5  
Resolution No. 2026-\_\_\_\_  
Date Adopted: April 21, 2026

# EXHIBIT B

## Boundary Map Amendment

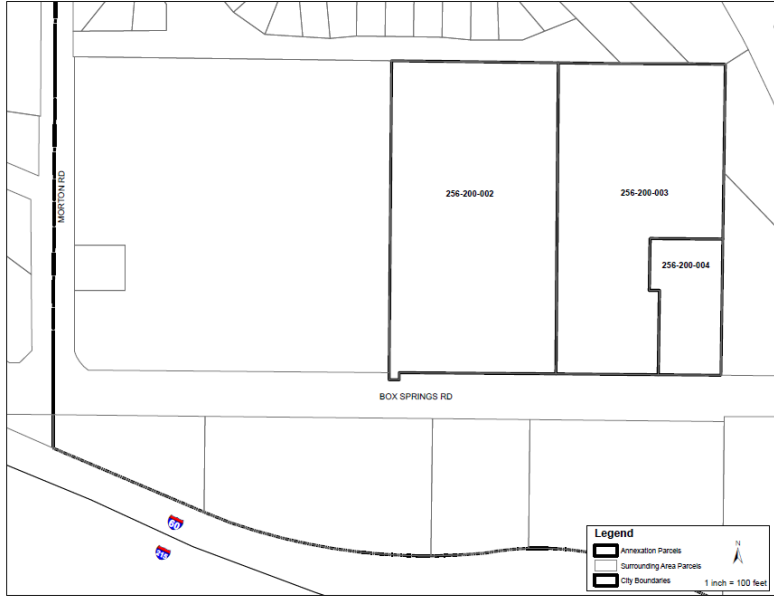


6  
Resolution No. 2026-\_\_\_\_  
Date Adopted: April 21, 2026

**AMENDMENT NO. 95 TO BOUNDARIES OF CITY OF MORENO VALLEY  
COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES)**

CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 78 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 69, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

CITY CLERK: \_\_\_\_\_  
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK: \_\_\_\_\_  
CITY OF MORENO VALLEY

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M IN THE BOOK \_\_\_\_\_ (PAGES) \_\_\_\_\_ OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AND INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

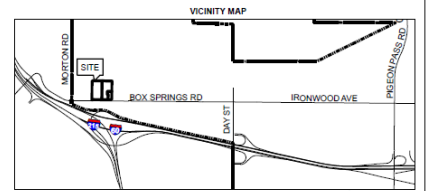
COUNTY RECORDER: \_\_\_\_\_  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON FEBRUARY 20, 2014 IN BOOK 78 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS, PAGE 69 AND INSTRUMENT NO. 2014-056614.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 3 OF COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MARCH 9, 2021 IN BOOK 86, PAGE 45 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-018608, WHICH DESIGNATED THE TERRITORY SHOWN HEREON AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



**WILLDAN**  
2788 Via Industrial, Suite 200  
Torrance, CA 90503  
(310) 961-9900

RESOLUTION NO. 2026-\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES) AND APPROVING AMENDED MAPS FOR SAID DISTRICT

WHEREAS, by its Resolution No. 2023-82, the City Council established the City of Moreno Valley Community Facilities District No. 2023-01 (Public Safety Services) (the “CFD”), a citywide district, pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the “Act”); and

WHEREAS, by its Ordinance No. 1004, the City Council authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the “Special Tax”) to fund public safety services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the City Council, by its Ordinance No. 1007 designated the entire territory of the City as a future annexation area for the CFD and approved the rate and method of apportionment for the Special Tax; and

WHEREAS, the landowner of the parcels listed in Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the City a petition requesting and approving annexation to the CFD of said parcels; and

WHEREAS, territory proposed for annexation to the CFD Parcels are shown on the boundary maps titled “Amendment Nos. 123, 148, 154, 155, 156, 157, 159, 160, and 161 to Boundaries of City of Moreno Valley Community Facilities District No. 2023-01 (Public Safety Services), City of Moreno Valley, County of Riverside, State of California” (the “Boundary Maps”), which are attached hereto as Exhibit B, and incorporated herein by this reference; and

WHEREAS, the City Council desires to annex the territory shown on the Boundary Maps (the Annexation Parcels) to the CFD.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexations Approved. The Annexation Parcels are hereby added to and made part of the CFD with full legal effect. The Annexation Parcels are subject to the Special Tax as indicated on Exhibit A to this Resolution.
3. Description of Services. The following is a general description of all services (the “Services”) provided in the CFD:

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Resolution No. 2026-\_\_\_\_  
Date Adopted: April 21, 2026

Police protection services; fire protection and suppression services; and paramedic services, to the extent such services are in addition to services already provided at the time CFD No. 2023-01 is created and do not supplant existing services.

Fundable costs include, but are not limited to: (i) direct costs for such services, (ii) salaries and benefits of staff providing such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements used to provide such services. Fundable costs also include the incidental expenses of the administration of CFD No. 2023-01.

4. Amended Boundary Maps. The Boundary Maps are hereby approved. These maps amend, and does not supersede, the existing maps of the CFD. The City Council directs that said maps be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notices of Special Tax Lien. The City Council directs that amended notices of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcels associated with the Boundary Maps.

6. This Resolution shall be effective immediately upon adoption.

7. The City Clerk shall certify the adoption of this Resolution and shall maintain on file as a public record this Resolution.

8. Severability. That the City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

9. Repeal of Conflicting Provisions. That all the provisions heretofore adopted by the City Council that are in conflict with the provisions of this Resolution are hereby repealed.

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Resolution No. 2026-\_\_\_\_  
Date Adopted: April 21, 2026

APPROVED AND ADOPTED this 21st day of April 2026.

\_\_\_\_\_  
Mayor of the City of Moreno Valley

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. 2026-3  
Date Adopted: April 21, 2026

**RESOLUTION JURAT**

STATE OF CALIFORNIA )

COUNTY OF RIVERSIDE ) ss.

CITY OF MORENO VALLEY )

I, M. Patricia Rodriguez, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2026-\_\_\_\_ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 21st day of April 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

\_\_\_\_\_  
CITY CLERK

(SEAL)

Resolution No. 2026-\_\_\_\_ 4  
Date Adopted: April 21, 2026

**EXHIBIT A**

<b>List of Annexation Parcel(s)</b>			
<b>Boundary Map Amendment No.</b>	<b>Assessor's Parcel Number(s)</b>	<b>FY 2025/26 Maximum Special Tax Rate</b>	
123	482-322-009	Accessory Dwelling Unit	\$216.30/Unit
148	484-153-008	Accessory Dwelling Unit	\$216.30/Unit
154	487-551-003	Single-Family Residential Unit	\$254.10/Unit
155	481-033-005	Accessory Dwelling Unit	\$216.30/Unit
156	487-260-002 487-260-003 487-260-004 487-260-005	Single-Family Residential Units	\$254.10/Unit
157	256-200-002 256-200-003 256-200-004	Multi-Family Residential	\$216.30/Unit
159	487-242-003	Accessory Dwelling Unit	\$216.30/Unit
160	479-413-012	Accessory Dwelling Unit	\$216.30/Unit
161	482-343-016	Accessory Dwelling Unit	\$216.30/Unit
Based on current development plans, it is anticipated that the Annexation Group will be in the Land Use Category listed above; however, all taxes will be calculated as set forth in the Rate and Method of Apportionment.			

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Resolution No. 2026-\_\_\_\_  
Date Adopted: April 21, 2026

# EXHIBIT B

## Boundary Map Amendments

**AMENDMENT NO. 123 TO BOUNDARIES OF  
COMMUNITY FACILITIES DISTRICT NO. 2023-01  
(PUBLIC SAFETY SERVICES)**

**CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR THE CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 92 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 18, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

SHEET 1 OF 1

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

CITY CLERK:  
CITY OF MORENO VALLEY  
RIVERSIDE COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES) OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK:  
CITY OF MORENO VALLEY  
RIVERSIDE COUNTY, CALIFORNIA

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

ASSESSOR OR DESIGNEE:  
COUNTY CLERK AND RECORDER  
COUNTY OF RIVERSIDE, CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES) OF THE CITY OF MORENO VALLEY, RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON OCTOBER 25, 2023 IN BOOK 92 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 18 AS INSTRUMENT NO. 2023-0315661.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 3 OF COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES) OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL, OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON JANUARY 19, 2024 IN BOOK 92, PAGE 35 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2024-01768 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

**Legend**

■ Annexation Parcels

□ Surrounding Area Parcels

1 inch = 60 feet

**VICINITY MAP**

27308 Via Inductiva, Suite 200  
Temecula, CA 92590  
(951) 967-8800

6  
Resolution No. 2026-\_\_\_\_  
Date Adopted: April 21, 2026

**AMENDMENT NO. 148 TO BOUNDARIES OF  
COMMUNITY FACILITIES DISTRICT NO. 2023-01  
(PUBLIC SAFETY SERVICES)**

CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR THE CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 92 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 18, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

CITY CLERK  
CITY OF MORENO VALLEY  
RIVERSIDE COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK  
CITY OF MORENO VALLEY  
RIVERSIDE COUNTY, CALIFORNIA

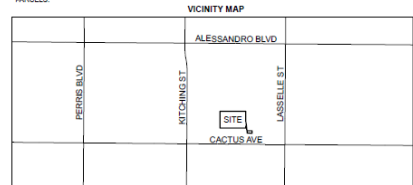
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

ASSESSOR OR DESIGNEE  
COUNTY CLERK AND RECORDER  
COUNTY OF RIVERSIDE, CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES) OF THE CITY OF MORENO VALLEY, RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON OCTOBER 25, 2023 IN BOOK 92 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 18 AS INSTRUMENT NO. 2023-015881.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL, OR PARCELS, AT THE TIME THAT PARCELS, OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON JANUARY 19, 2024 IN BOOK 92, PAGE 28 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2024-011564 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



**WILLDAN**  
27308 Via Induente, Suite 200  
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(949) 461-2820

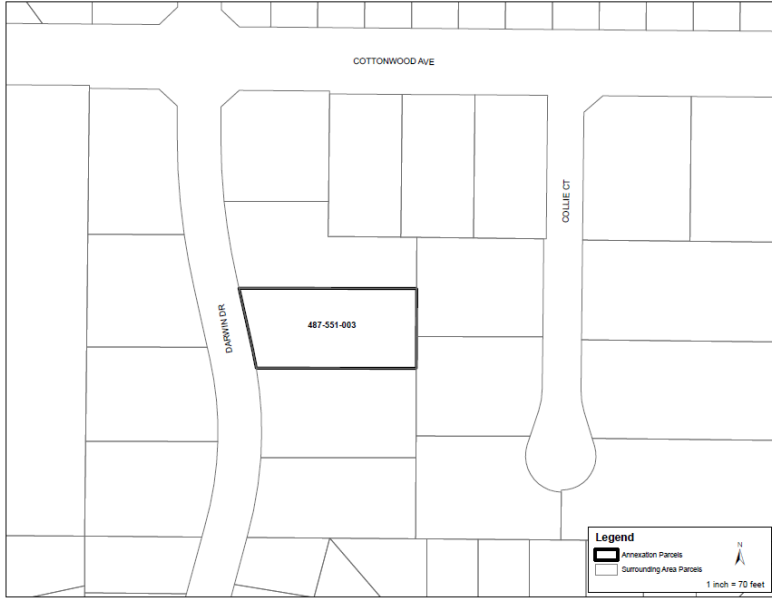
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**AMENDMENT NO. 154 TO BOUNDARIES OF  
COMMUNITY FACILITIES DISTRICT NO. 2023-01  
(PUBLIC SAFETY SERVICES)**

SHEET 1 OF 1

CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

[THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR THE CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 62 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 18, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.]



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_\_.

CITY CLERK  
CITY OF MORENO VALLEY  
RIVERSIDE COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK  
CITY OF MORENO VALLEY  
RIVERSIDE COUNTY, CALIFORNIA

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

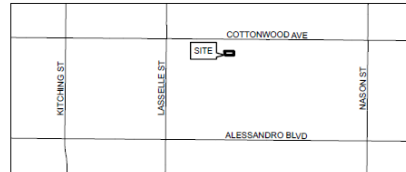
ASSESSOR OR DESIGNATE  
COUNTY CLERK AND RECORDER  
COUNTY OF RIVERSIDE, CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES) OF THE CITY OF MORENO VALLEY, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 23, 2023 IN BOOK 62 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 18 AS INSTRUMENT NO. 2023-0315651.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON JANUARY 19, 2024 IN BOOK 62, PAGE 51 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2024-0017964 WHICH DESIGNATED THE TERRITORY SHOWN HEREON AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

VICINITY MAP



**WILLDAN**  
27268 Via Industria, Suite 200  
Irvine, CA 92618  
(951) 967-3500

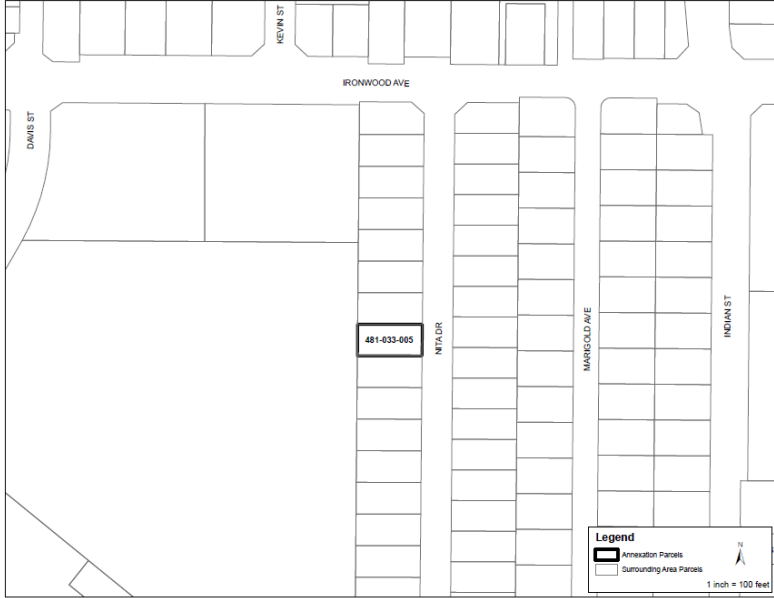
8  
Resolution No. 2026-\_\_\_\_  
Date Adopted: April 21, 2026

**AMENDMENT NO. 155 TO BOUNDARIES OF  
COMMUNITY FACILITIES DISTRICT NO. 2023-01  
(PUBLIC SAFETY SERVICES)**

SHEET 1 OF 1

CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR THE CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 52 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 18, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

CITY CLERK  
CITY OF MORENO VALLEY  
RIVERSIDE COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK  
CITY OF MORENO VALLEY  
RIVERSIDE COUNTY, CALIFORNIA

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

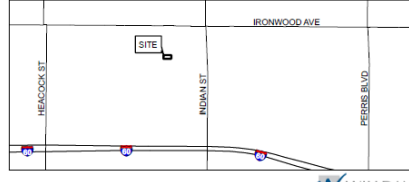
ASSESSOR OR DESIGNEE  
COUNTY CLERK AND RECORDER  
COUNTY OF RIVERSIDE, CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES) OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON OCTOBER 23, 2023 IN BOOK 52 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 18 AS INSTRUMENT NO. 2023-0315861.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL, OR THOSE PARCELS, ARE ANNEXED RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON JANUARY 19, 2024 IN BOOK 52, PAGE 55 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2024-01754 WHICH DESIGNATED THE TERRITORY SHOWN HEREON AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

VICINITY MAP



**WILLDAN**  
27900 Via Cimarron, Suite 200  
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(951) 961-8800

9  
Resolution No. 2026-\_\_\_\_  
Date Adopted: April 21, 2026

**AMENDMENT NO. 156 TO BOUNDARIES OF  
COMMUNITY FACILITIES DISTRICT NO. 2023-01  
(PUBLIC SAFETY SERVICES)**

SHEET 1 OF 1

CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR THE CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 82 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 18, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_\_.

CITY CLERK  
CITY OF MORENO VALLEY  
RIVERSIDE COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK  
CITY OF MORENO VALLEY  
RIVERSIDE COUNTY, CALIFORNIA

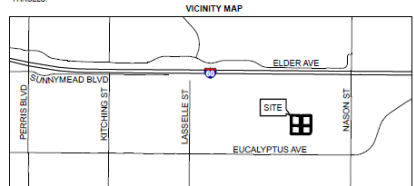
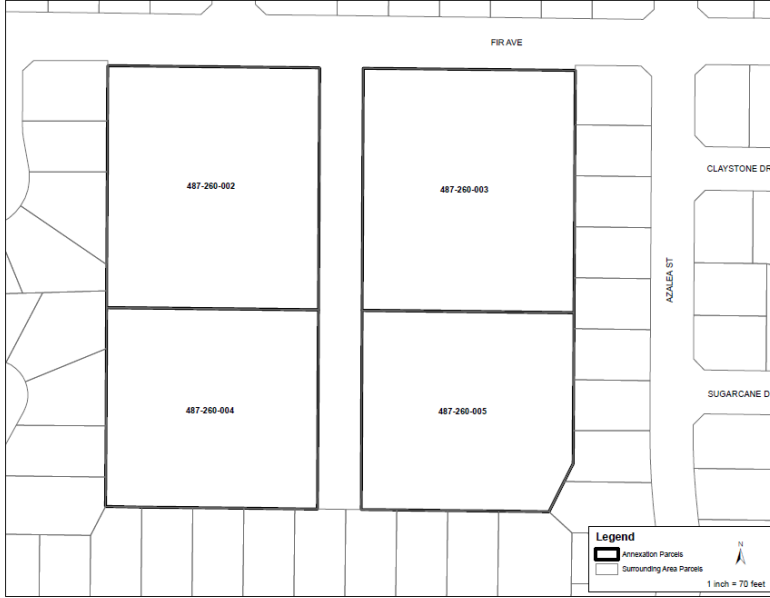
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

ASSESSOR OR DESIGNEE  
COUNTY CLERK AND RECORDER  
COUNTY OF RIVERSIDE, CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES) OF THE CITY OF MORENO VALLEY, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 25, 2023 IN BOOK 82 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 18 AS INSTRUMENT NO. 2023-015681.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON JANUARY 19, 2024 IN BOOK 82, PAGE 82 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2024-0017964 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



**WILLDAN**  
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(949) 961-5500

10  
Resolution No. 2026-\_\_\_\_\_  
Date Adopted: April 21, 2026

**AMENDMENT NO. 157 TO BOUNDARIES OF  
COMMUNITY FACILITIES DISTRICT NO. 2023-01  
(PUBLIC SAFETY SERVICES)**

SHEET 1 OF 1

CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR THE CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 92 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 18, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

CITY CLERK  
CITY OF MORENO VALLEY  
RIVERSIDE COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK  
CITY OF MORENO VALLEY  
RIVERSIDE COUNTY, CALIFORNIA

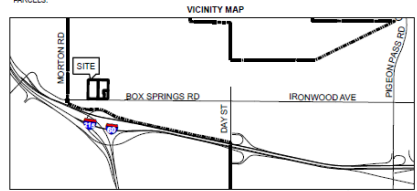
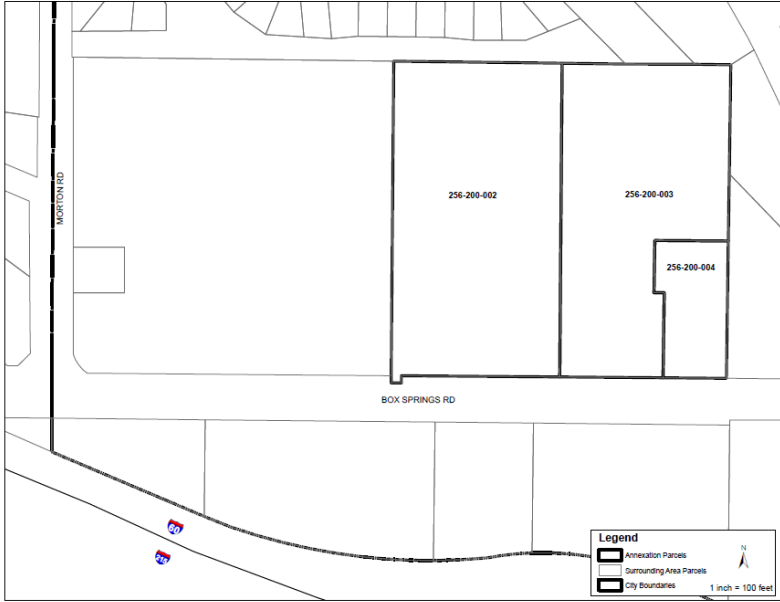
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

ASSESSOR OR DESIGNEE  
COUNTY CLERK AND RECORDER  
COUNTY OF RIVERSIDE, CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES) OF THE CITY OF MORENO VALLEY, RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON OCTOBER 23, 2023 IN BOOK 92 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 18 AS INSTRUMENT NO. 2023-0315651.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON JANUARY 19, 2024 IN BOOK 92, PAGE 92 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2024-0017904 WHICH DESIGNATED THE TERRITORY SHOWN HEREON AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



**WILLDAN**  
2789 Via Industrial, Suite 200  
Temecula, CA 92590  
(951) 961-0200

**AMENDMENT NO. 159 TO BOUNDARIES OF  
COMMUNITY FACILITIES DISTRICT NO. 2023-01  
(PUBLIC SAFETY SERVICES)**

SHEET 1 OF 1

CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR THE CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 92 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 19, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

CITY CLERK  
CITY OF MORENO VALLEY  
RIVERSIDE COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNSEL OF THE CITY OF MORENO VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK  
CITY OF MORENO VALLEY  
RIVERSIDE COUNTY, CALIFORNIA

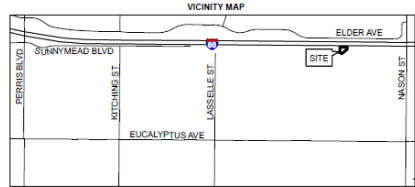
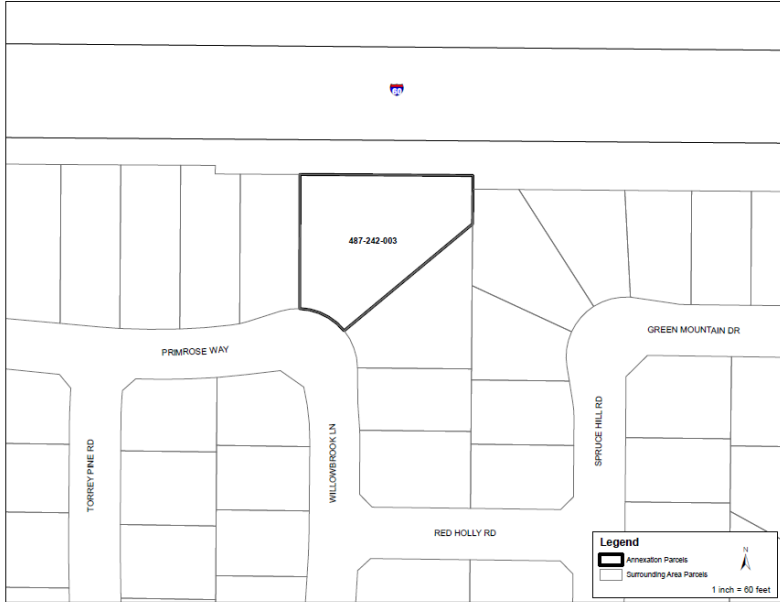
FILED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_ AT THE HOUR OF \_\_\_\_ O'CLOCK \_\_\_\_ M. IN BOOK \_\_\_\_ AT PAGE \_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

ASSESSOR OR DESIGNATE  
COUNTY CLERK AND RECORDER  
COUNTY OF RIVERSIDE, CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES) OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE DRIVER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON JANUARY 19, 2024 IN BOOK 92, PAGE 58 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2024-001796 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE DRIVER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON JANUARY 19, 2024 IN BOOK 92, PAGE 58 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2024-001796 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



**WILDAN**  
2788 Mac Industrial, Suite 200  
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(951) 961-0300

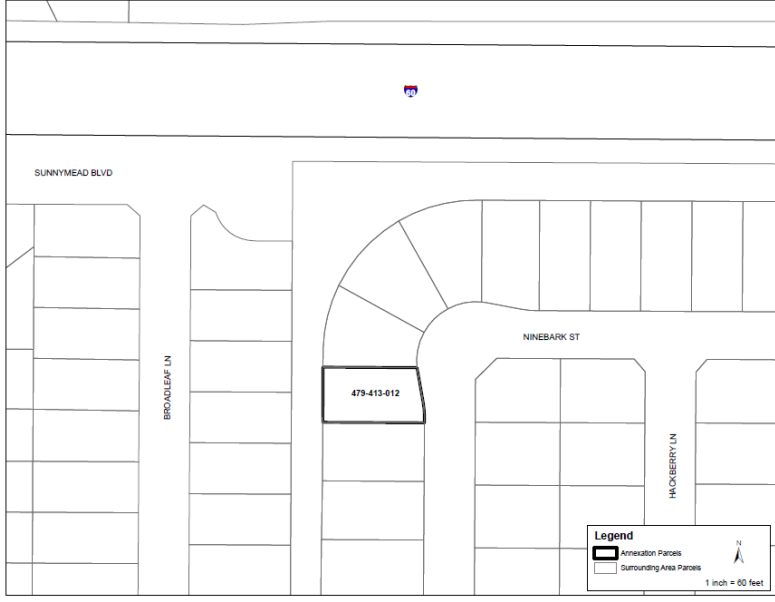
12  
Resolution No. 2026-\_\_\_\_  
Date Adopted: April 21, 2026

**AMENDMENT NO. 160 TO BOUNDARIES OF  
COMMUNITY FACILITIES DISTRICT NO. 2023-01  
(PUBLIC SAFETY SERVICES)**

SHEET 1 OF 1

CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR THE CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 62 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 18, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

CITY CLERK  
CITY OF MORENO VALLEY  
RIVERSIDE COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES) OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK  
CITY OF MORENO VALLEY  
RIVERSIDE COUNTY, CALIFORNIA

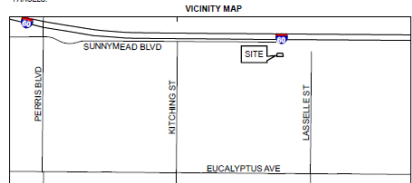
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

ASSESSOR OR DESIGNEE  
COUNTY CLERK AND RECORDER  
COUNTY OF RIVERSIDE, CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES) OF THE CITY OF MORENO VALLEY, RECORDED WITH THE RIVERSIDE COUNTY RECORDERS OFFICE ON OCTOBER 26, 2023 IN BOOK 62 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 18 AS INSTRUMENT NO. 2023-0315861.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS) AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON JANUARY 19, 2024 IN BOOK 62, PAGE 56 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2024-001704 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



**WILLDAN**  
27368 Via Industrial, Suite 200  
Torrance, CA 90503  
(310) 567-8900

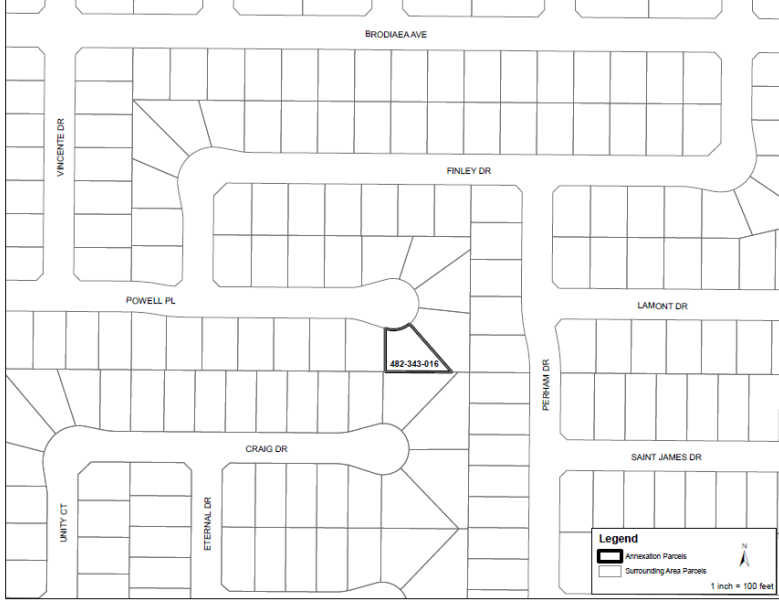
13  
Resolution No. 2026-\_\_\_\_  
Date Adopted: April 21, 2026

**AMENDMENT NO. 161 TO BOUNDARIES OF  
COMMUNITY FACILITIES DISTRICT NO. 2023-01  
(PUBLIC SAFETY SERVICES)**

SHEET 1 OF 1

CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR THE CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 92 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 18, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

CITY CLERK:  
CITY OF MORENO VALLEY  
RIVERSIDE COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK:  
CITY OF MORENO VALLEY  
RIVERSIDE COUNTY, CALIFORNIA

FILED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_ AT THE HOUR OF \_\_\_\_ O'CLOCK \_\_\_\_ M. IN BOOK \_\_\_\_ AT PAGE \_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

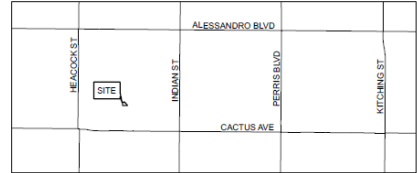
ASSESSOR OR DESIGNEE  
COUNTY CLERK AND RECORDER  
COUNTY OF RIVERSIDE, CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES) OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 25, 2023 IN BOOK 92 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 18 AS INSTRUMENT NO. 2023-0116561.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2023-01 (PUBLIC SAFETY SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL, OF THE OWNER OR OWNERS OF EACH PARCEL, OR PARCELS AT THE TIME THAT PARCEL, OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON JANUARY 19, 2024 IN BOOK 92, PAGE 52 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2024-001794 WHICH DESIGNATED THE TERRITORY SHOWN HEREON AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

VICINITY MAP



**WILLDAN**  
27844 Via Industrial, Suite 200  
Temecula, CA 92590  
(951) 863-0000

14  
Resolution No. 2026-\_\_\_\_  
Date Adopted: April 21, 2026

**ATTACHMENT 2**  
**CERTIFICATES OF ELECTION OFFICIAL**

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 7, 2026**, I did verify the completeness of the Landowner Petition for the annexation of property into:

CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01  
(MAINTENANCE SERVICES) – AMENDMENT NO. 94

WITNESS my hand this 7<sup>th</sup> day of April, 2026.



---

ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 7, 2026**, I did verify the completeness of the Landowner Petition for the annexation of property into:

CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01  
(MAINTENANCE SERVICES) – AMENDMENT NO. 95

WITNESS my hand this 7<sup>th</sup> of **April**, 2026.



---

ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 7, 2026**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2023-01  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 123

WITNESS my hand this 7th day of April, 2026.

  
\_\_\_\_\_  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 7, 2026**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2023-01  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 148

WITNESS my hand this 7th day of April, 2026.

  
\_\_\_\_\_  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 7, 2026**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2023-01  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 154

WITNESS my hand this 7th day of April, 2026.

  
\_\_\_\_\_  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 7, 2026**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2023-01  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 155

WITNESS my hand this 7th day of April, 2026.

  
\_\_\_\_\_  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 7, 2026**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2023-01  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 156

WITNESS my hand this 7th day of April, 2026.

  
\_\_\_\_\_  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 7, 2026**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2023-01  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 157

WITNESS my hand this 7th day of April, 2026.

  
\_\_\_\_\_  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 7, 2026**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2023-01  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 159

WITNESS my hand this 7th day of April, 2026.

  
\_\_\_\_\_  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 7, 2026**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2023-01  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 160

WITNESS my hand this 7th day of April, 2026.



---

ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 7, 2026**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2023-01  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 161

WITNESS my hand this 7th day of April, 2026.

  
\_\_\_\_\_  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA



## Report to City Council

---

**TO:** Mayor and City Council Acting in its Capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District (CSD)

**FROM:** Felicia London, Chief Financial Officer/City Treasurer

**AGENDA DATE:** April 21, 2026

**TITLE:** ANNEXATION OF CERTAIN PARCELS INTO CFD NO. 2021-01 (PARKS MAINTENANCE) (REPORT OF: FINANCIAL & MANAGEMENT SERVICES) (DISTRICT: 1, 2, 3)

**TITLE SUMMARY:** Pursuant to Landowner Petitions, Annex Certain Parcels into Community Facilities District No. 2021-01 (Parks Maintenance) (Reso No. CSD 2026-XX)

**DISTRICT:** Districts 1-3

---

### **Recommendation(s)**

That the City Council:

1. Adopt Resolution No. CSD 2026-XX, a Resolution of Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to Moreno Valley Community Services District Community Facilities No. 2021-01 (Parks Maintenance) and approving the amended maps for said District, for the specific properties as listed in the Discussion section of this staff report and as previously approved by the Landowner and certified by the City's Election Official (Amendment Nos. 302, 325, 331, 332, 334, and 336).

### **SUMMARY**

Adoption of this resolution (Attachment 1) will certify the annexation of 8 parcels into Community Facilities District (CFD) No. 2021-01 (Parks Maintenance) ("District"). This

action impacts only the property owners identified below, not the general citizens or taxpayers of the City.

**DISCUSSION**

As a condition of approval for development projects, the property owners are required to provide an ongoing funding source for maintenance of certain public facilities (e.g., parks). The funding mitigates the cost of the impacts created by the proposed development.

On June 1, 2021, the CSD Board formed CFD No. 2021-01, pursuant to the Mello-Roos Community Facilities Act of 1982. The District was created to provide the development community with an alternative funding tool to mitigate the impacts of their proposed development. If a property owner elects to annex the parcels of their development into the District, they also authorize the CSD annually levy a special tax, collected on the annual property tax bill, against property in the development project. Thus, satisfying the condition of approval.

On December 21, 2021, the CSD Board adopted Ordinance No. 56, which designated the entire territory of the City as a future annexation area for the District. With the future annexation area designated, annexations can occur without an additional public hearing as long as the annexing landowner provides unanimous consent. Once annexed, parcels are subject to the annual special tax to fund the service they are receiving.

An applicant has two options to satisfy the condition(s) of approval:

1. The property owner submits a Landowner Petition unanimously approving annexation of the property into the District. Approval of the petition and special tax rate allows the City to annually levy the special tax on the property tax bill of the property. This option is only available if there are fewer than 12 registered voters living within the proposed annexation area; or
2. The applicant funds an endowment in an amount sufficient to yield an annual revenue stream that meets the annual obligation and provides for the ongoing operation and maintenance of park facilities.

<b>Property Owner(s) Project ACP Record Nos.</b>	<b>Amendment No.</b>	<b>APN</b>	<b>Location</b>
Ruben Castaneda and Maricela Ramirez Accessory Dwelling Unit (ADU) SCP25-0114/BFR25-0016	302	482-322-009	24476 Bay Ave.
Angel Sandoval and Griselda Sandoval Accessory Dwelling Unit (ADU) SCP25-0203/BFR25-0011	325	484-153-008	14449 Stuard Dr.

Property Owner(s) Project ACP Record Nos.	Amendment No.	APN	Location
Isela Carreon and Issac G. Carreon Accessory Dwelling Unit (ADU) SCP26-0021/BFR25-0172	331	481-033-005	12089 Nita Dr.
Emilio Alonso and Martha G. Alonso Accessory Dwelling Unit (ADU) SCP26-0023/BFR25-0178	332	479-413-012	12609 Ninebark St.
Riverside Co Farm Bureau, Inc. TR 38955, 139 Attached Condominiums SCP26-0014/PEN24-0058/ PEN24-0059/BFC25-0215	334	256-200-002 256-200-003 256-200-004	North of Box Springs Rd. and East of Morton Rd.
Alexis Domingo Nunez and Jacqueline Nunez Nieto Accessory Dwelling Unit (ADU) and Jr. ADU SCP26-0017/BFR25-0200	336	482-343-016	24237 & 24241 Powell Pl.

The Property Owners listed above elected to annex their property into CFD No. 2021-01 and have the special tax applied to their annual property tax bill. The office of the Riverside County Registrar of Voters confirmed the number of registered voters residing at each property, allowing a special election of the landowner. Adoption of the resolution (Attachment 1) amends the District and adds the property to the tax rate area identified in the Fiscal Impact section of this report. The resolution also directs the recordation of the boundary maps (included within the resolution) and amended notice of special tax liens for the amendments. The Election Official confirmed the Property Owners unanimously approved the annexation of their property into the District (Attachment 2).

### **ALTERNATIVES**

1. Adopt the resolution. *Staff recommends this alternative since it will annex the properties into CFD No. 2021-01 at the request of the Property Owners and satisfy the condition of approval for the proposed developments.*
2. Do not adopt the resolution. *Staff does not recommend this alternative because it is contrary to the request of the Property Owners, will not satisfy the condition of approval, and may delay development of the projects.*
3. Do not adopt the resolution but rather continue the item to a future regular scheduled City Council meeting. *Staff does not recommend this alternative as it will delay the Property Owners from satisfying the condition of approval and may delay development of the projects.*

### **FISCAL IMPACT**

Revenue received from the special tax is restricted and can only be used to fund the services for each tax rate area within the District. The special tax can only be applied to

a property tax bill of a parcel wherein the qualified electors (i.e., landowners or registered voters, depending upon the number of registered voters) have previously provided approval. If the projected revenue from the maximum special tax exceeds what is necessary to fund the services within the tax rate area, a lower amount will be applied to the property tax bill for all of the properties within the affected tax rate area. The maximum special tax rates are detailed below.

<b>Property Owner(s) Project ACP Record Nos.</b>	<b>Amendment No.</b>	<b>Property Type</b>	<b>FY 2025/26 Maximum Special Tax Rate<sup>1</sup></b>
Ruben Castaneda and Maricela Ramirez Accessory Dwelling Unit (ADU) SCP25-0114/BFR25-0016	302	Single-Family	\$369.57/Unit
Angel Sandoval and Griselda Sandoval Accessory Dwelling Unit (ADU) SCP25-0203/BFR25-0011	325	Single-Family	\$369.57/Unit
Isela Carreon and Issac G. Carreon Accessory Dwelling Unit (ADU) SCP26-0021/BFR25-0172	331	Single-Family	\$369.57/Unit
Emilio Alonso and Martha G. Alonso Accessory Dwelling Unit (ADU) SCP26-0023/BFR25-0178	332	Single-Family	\$369.57/Unit
Riverside Co Farm Bureau, Inc. TR 38955, 139 Attached Condominiums SCP26-0014/PEN24-0058/ PEN24-0059/BFC25-0215	334	Multi-Family	\$369.57/Unit
Alexis Domingo Nunez and Jacqueline Nunez Nieto Accessory Dwelling Unit (ADU) and Jr. ADU SCP26-0017/BFR25-0200	336	Single-Family	\$369.57/Unit
<sup>1</sup> The special tax applied to the property tax bill will be based on the needs of the District. The applied special tax rate cannot exceed the maximum special tax rate.			

The maximum special tax rate is subject to an annual inflation adjustment based on the change in the Consumer Price Index (CPI) or five percent (5%), whichever is greater. However, the annual adjustment cannot be applied unless the CSD Board annually authorizes such adjustment. The increase to the maximum special tax rate cannot exceed the annual inflationary adjustment without a two-thirds approval of the qualified electors within the affected tax rate area.

**NOTIFICATION**

The Landowner Petitions were provided to the Property Owners on March 24 and 25, 2026.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Aasiyah DeAndrade  
Management Assistant

Department Head Approval:  
Felicia London,  
Chief Financial Officer/City Treasurer

Concurred By:  
Valerie Rey Arenas  
Special Districts Division Manager

Concurred By:  
Jeremy Bubnick  
Parks & Community Services Director

## **CITY COUNCIL GOALS**

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

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

## **CITY COUNCIL STRATEGIC PRIORITIES**

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

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

Objective 5.2: Promote the installation and maintenance of cost effective, low maintenance landscape, hardscape and other improvements which create a clean, inviting community.

## Report Approval Details

Document Title:	STAFFREPORT_FMS_SD_ANNEXATIONS INTO CFD 2021-01_04.21.26.docx
Attachments:	- RESOLUTION ORDERING ANNEXATIONS_CFD 2021-01_04.21.26.docx - CERTIFICATES OF ELECTION OFFICIAL_04.21.26.docx
Final Approval Date:	Apr 16, 2026

This report and all of its attachments were approved and signed as outlined below:

### **No Signature found**

Valerie Arenas Rey

Natalia Medina

Felicia London, MPA

Launa Jimenez

Brian Mohan

Patty Rodriguez

RESOLUTION NO. CSD 2026-\_\_\_\_

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2022-23, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcels listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcels (the "Annexation Parcels") to the CFD; and

WHEREAS, the Annexation Parcels are comprised of the territory shown on the boundary maps (the "Boundary Maps") entitled "Amendment Numbers 302, 325, 331, 332, 334, and 336 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcels to the CFD.

NOW, THEREFORE, THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcels are hereby added to and part of the CFD with full legal effect and are subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1  
Resolution No. CSD 2026-\_\_\_\_  
Date Adopted: April 21, 2026

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Maps attached hereto as Exhibit B are hereby approved. These maps amend, and do not supersede, the existing maps of the CFD. The Board directs that said maps be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcels associated with the Boundary Maps.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

2  
Resolution No. CSD 2026-\_\_\_\_  
Date Adopted: April 21, 2026

APPROVED AND ADOPTED this 21<sup>ST</sup> day of April 2026.

---

Mayor of the City of Moreno Valley,  
acting in the capacity as President of the  
Board for the Moreno Valley Community  
Services District

ATTEST:

---

City Clerk of the City of Moreno Valley,  
acting in the capacity of Secretary of  
the Moreno Valley Community  
Services District

APPROVED AS TO FORM:

---

City Attorney of the City of Moreno Valley,  
acting in the capacity of General Counsel  
of the Moreno Valley Community Services District

Resolution No. CSD 2026-3  
Date Adopted: April 21, 2026

**RESOLUTION JURAT**

I, M. Patricia Rodriguez, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2026-\_\_\_\_ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 21st day of April 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

---

SECRETARY

(SEAL)

Resolution No. CSD 2026-\_\_\_\_<sup>4</sup>  
Date Adopted: April 21, 2026

**EXHIBIT A**

<b>List of Annexation Parcels</b>			
<b>Boundary Map Amendment No.</b>	<b>Assessor's Parcel Numbers</b>	<b>FY 2025/26 Maximum Special Tax Rate<sup>1</sup></b>	
302	482-322-009	Single-Family	\$369.57/Unit
325	484-153-008	Single-Family	\$369.57/Unit
331	481-033-005	Single-Family	\$369.57/Unit
332	479-413-012	Single-Family	\$369.57/Unit
334	256-200-002 256-200-003 256-200-004	Multi-Family	\$369.57/Unit
336	482-343-016	Single-Family	\$369.57/Unit
<sup>1</sup> Based on current development plans, it is anticipated that the Annexation Group will be in the Land Use Category listed above; however, all taxes will be calculated as set forth in the Rate and Method of Apportionment.			

Resolution No. CSD 2026-5  
 Date Adopted: April 21, 2026

**EXHIBIT B**

**Boundary Map Amendments**

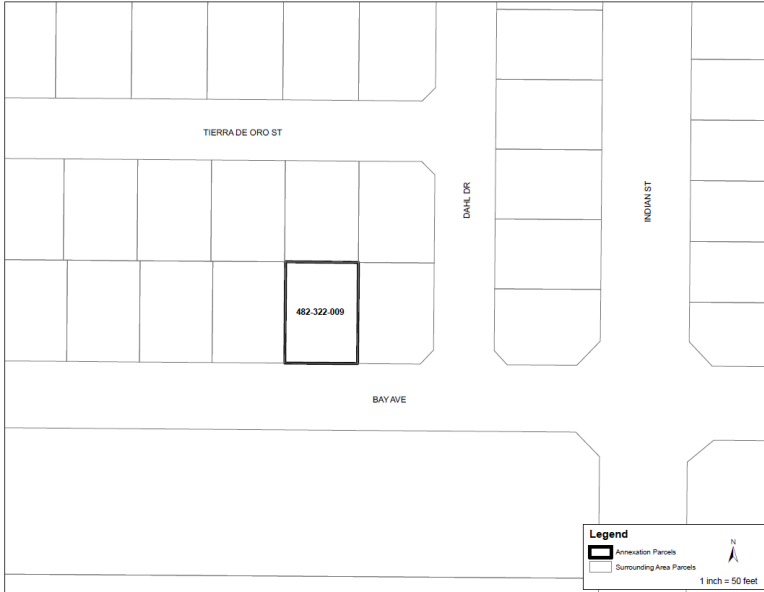
Resolution No. CSD 2026-6  
Date Adopted: April 21, 2026

**AMENDMENT NO. 302 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2021-01  
(PARKS MAINTENANCE)**

SHEET 1 OF 1

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 66, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

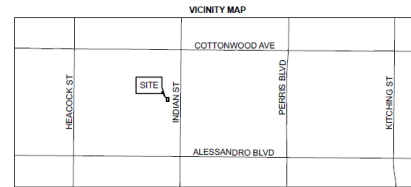
FILED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, AT THE HOUR OF \_\_\_\_ O'CLOCK \_\_\_\_ M., IN THE BOOK \_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-020004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNERS OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 51 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-055742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



**WILLDAN**  
2788 Via Industrial, Suite 200  
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(951) 867-3000

7  
Resolution No. CSD 2026-\_\_\_\_  
Date Adopted: April 21, 2026

**AMENDMENT NO. 325 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2021-01  
(PARKS MAINTENANCE)**

SHEET 1 OF 1

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

(THIS MAP AMENDS BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT.

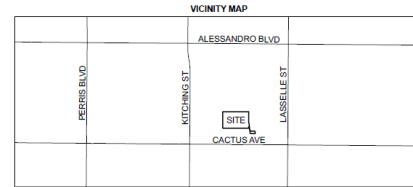
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THE BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0206004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED), RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-069742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



**WILLDAN**  
2768 Via Industria, Suite 200  
San Marcos, CA 92069  
(951) 687-3500

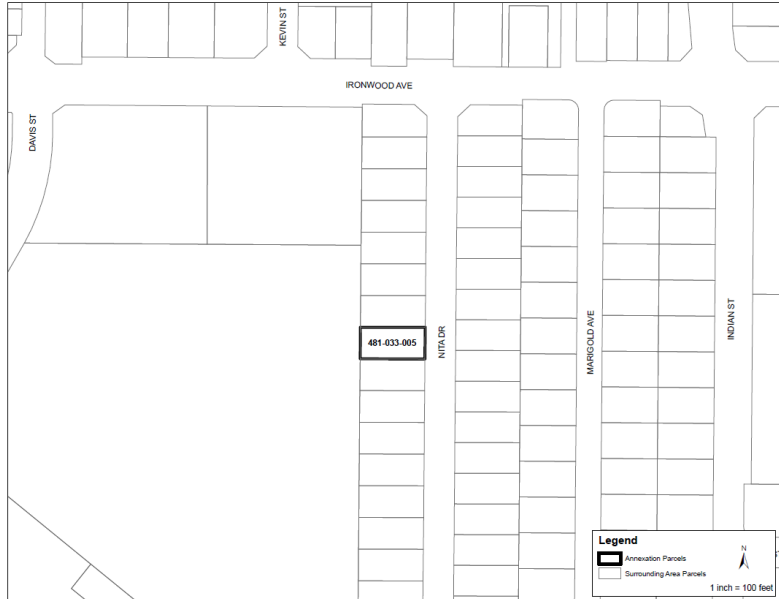
8  
Resolution No. CSD 2026-\_\_\_\_  
Date Adopted: April 21, 2026

**AMENDMENT NO. 331 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2021-01  
(PARKS MAINTENANCE)**

SHEET 1 OF 1

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 88 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 66, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

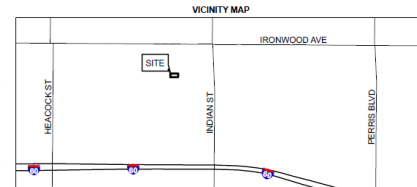
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 88 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 66 AS INSTRUMENT NO. 2021-028004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-055274 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



**WILLDAN**  
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(951) 867-2600

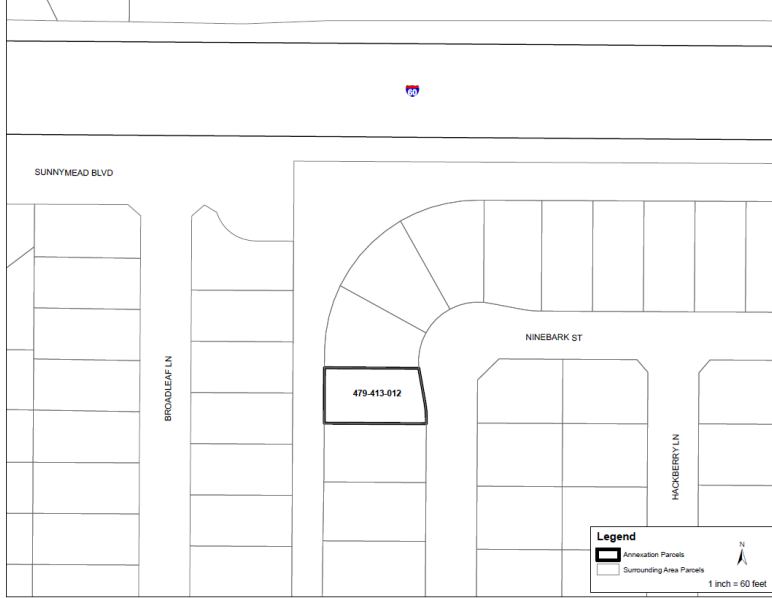
9  
Resolution No. CSD 2026-\_\_\_\_  
Date Adopted: April 21, 2026

**AMENDMENT NO. 332 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2021-01  
(PARKS MAINTENANCE)**

SHEET 1 OF 1

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 96, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

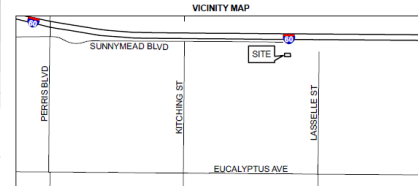
FILED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, AT THE HOUR OF \_\_\_\_ O'CLOCK \_\_\_\_ M. IN THE BOOK \_\_\_\_ PAGE(S) \_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 96 AS INSTRUMENT NO. 2021-020004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0252742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



**WILLDAN**  
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(949) 861-3500

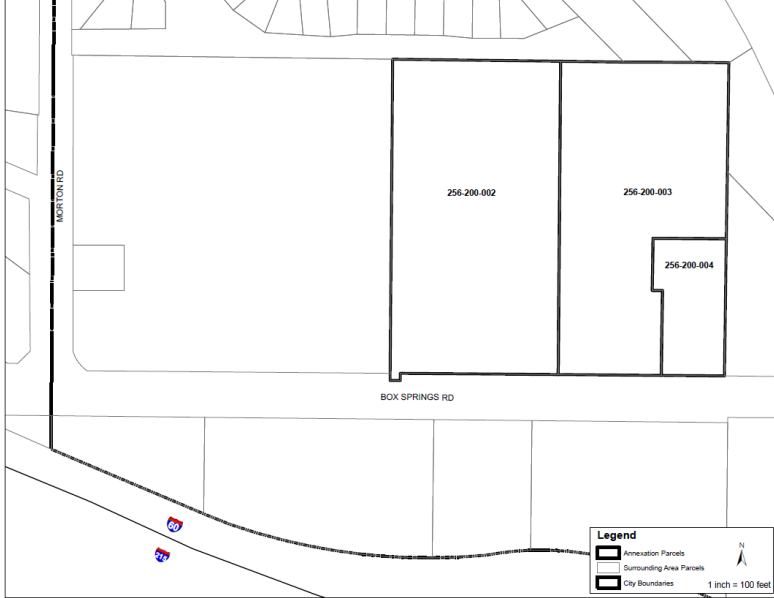
10  
Resolution No. CSD 2026-\_\_\_\_  
Date Adopted: April 21, 2026

**AMENDMENT NO. 334 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2021-01  
(PARKS MAINTENANCE)**

SHEET 1 OF 1

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 88 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 46, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

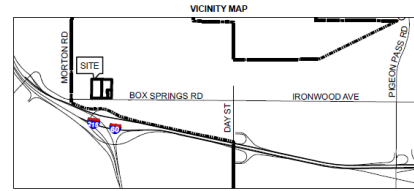
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN THE BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 88 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 46 AS INSTRUMENT NO. 2021-02004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-025742 WHICH DESIGNATED THE TERRITORY SHOWN HEREON AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REPRODUCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



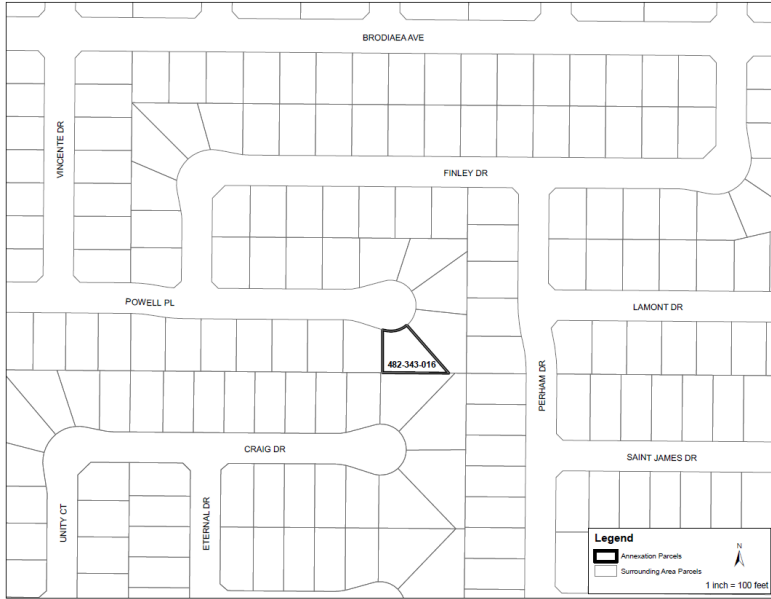
**WILLDAN**  
27366 Via Industria, Suite 200  
Irvine, CA 92614  
(949) 261-3000

11  
Resolution No. CSD 2026-\_\_\_\_  
Date Adopted: April 21, 2026

**AMENDMENT NO. 336 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2021-01  
(PARKS MAINTENANCE)**

**MORENO VALLEY COMMUNITY SERVICES DISTRICT  
CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 98 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

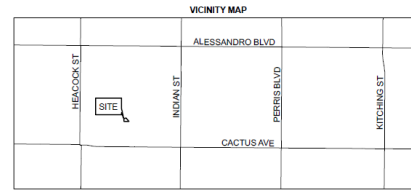
FILED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AT THE HOUR OF \_\_\_\_ O'CLOCK \_\_\_\_ M IN THE BOOK \_\_\_\_ PAGE(S) \_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS REFERRED TO NO. \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 98 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE 95 AS INSTRUMENT NO. 2021-020004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED; RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 97, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-083742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



**WILLDAN**  
27366 VIA INDUSTRIAL, SUITE 200  
SHERMAN, CA 95768  
(925) 987-2600

**ATTACHMENT 2**  
**CERTIFICATES OF ELECTION OFFICIAL**

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 7, 2026**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 302

WITNESS my hand this 7<sup>th</sup> day of April, 2026.



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M. PATRICIA RODRIGUEZ  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 7, 2026**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 325

WITNESS my hand this 7<sup>th</sup> day of April, 2026.



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M. PATRICIA RODRIGUEZ  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 7, 2026**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 331

WITNESS my hand this 7<sup>th</sup> day of April, 2026.

  
\_\_\_\_\_  
M. PATRICIA RODRIGUEZ  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 7, 2026**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 332

WITNESS my hand this 7<sup>th</sup> day of April, 2026.

  
\_\_\_\_\_  
M. PATRICIA RODRIGUEZ  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 7, 2026**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 334

WITNESS my hand this 7<sup>th</sup> day of April, 2026.

  
\_\_\_\_\_  
M. PATRICIA RODRIGUEZ  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA

**CERTIFICATE OF ELECTION OFFICIAL  
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **April 7, 2026**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE  
MORENO VALLEY COMMUNITY SERVICES DISTRICT  
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 336

WITNESS my hand this 7<sup>th</sup> day of April, 2026.

  
\_\_\_\_\_  
M. PATRICIA RODRIGUEZ  
ELECTION OFFICIAL  
CITY OF MORENO VALLEY  
STATE OF CALIFORNIA



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Robert Cardenas, Human Resources Director

**AGENDA DATE:** April 21, 2026

**TITLE:** LIST OF PERSONNEL CHANGES (REPORT OF: HUMAN RESOURCES) (DISTRICT: NOT APPLICABLE)

**TITLE SUMMARY:** List of Personnel Changes (March 1, 2026 – March 31, 2026)

**DISTRICT:** Not Applicable

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### **Recommendation(s)**

The City Council:

1. Ratify the list of personnel changes as described.

### **DISCUSSION**

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

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

### **FISCAL IMPACT**

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

### **NOTIFICATION**

Publication of the agenda.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Natalie Potter  
Human Resources Division Manager

Department Head Approval:  
Robert Cardenas  
Human Resources Director

## **CITY COUNCIL GOALS**

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

## **CITY COUNCIL STRATEGIC PRIORITIES**

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

## Report Approval Details

Document Title:	STAFFREPORT_HR_PERSONNEL CHANGES-MARCH 2026.docx
Attachments:	- Attachment_Personnel Changes for Staff Report_4.21.26.pdf
Final Approval Date:	Apr 16, 2026

This report and all of its attachments were approved and signed as outlined below:

Robert Cardenas

Natalia Medina

Felicia London, MPA

Launa Jimenez

Brian Mohan

Patty Rodriguez

**City of Moreno Valley**  
**Personnel Changes - 3/1/26 – 3/31/26**  
**April 21, 2026**

**New Hires**

Kyle Anders, Parks Maintenance Worker, Parks and Landscape Services Division, Parks and Community Services Department

Carlos Delgado, Animal Control Officer, Animal Services Division, Community Development Department

Jimmy Ruiz, Information Technology Technician, Technology Services Division, City Manager Department

Jennifer Saylor, Senior Payroll Technician, Payroll Division, Financial and Management Services Department

Kyle Wiedeman, Senior Management Analyst, Electric Utility Division, Public Works Department

Salvador Zarate, Traffic Sign/Marking Technician I, Transportation Division, Public Works Department

**Promotions**

Anna Chacon

From: Purchasing Division Manager, Purchasing and Sustainability Division, Financial and Management Services Department

To: Deputy Finance Director (Administration), Financial and Management Services Department

Alan Garcia

From: Principal Accountant, Financial Operations Division, Financial and Management Services Department

To: Financial Operations Division Manager, Financial Operations Division, Financial and Management Services Department

Hoang Nguyen

From: Associate Engineer II, Land Development Division, Public Works Department

To: Senior Engineer, P.E., Land Development Division, Public Works Department

Diana Vargas

From: Senior Management Analyst, Purchasing and Sustainability Division, Financial and Management Services Department

To: Purchasing Division Manager, Purchasing and Sustainability Division, Financial and Management Services Department

Patricia Yhuit

From: Financial Operations Division Manager, Financial Operations Division, Financial and Management Services Department

To: Deputy Finance Director (Operations), Financial and Management Services Department

**Transfers**

None

**Separations**

Sergio Garibay, Facilities Maintenance Worker, Fleet and Facilities Division, Public Works Department

Khrystyne Villalobos Mendez, Registered Veterinary Technician, Animal Services Division, Community Development Department

Javier Ramirez, Facilities Maintenance Worker, Fleet and Facilities Division, Public Works Department



## Report to City Council

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**TO:** Mayor and City Council  
Mayor and City Council Acting in its Capacity as  
President and Members of the Board of Directors of  
the Moreno Valley Community Services District (CSD)

**FROM:** Jeremy Bubnick, Parks & Community Services  
Director

**AGENDA DATE:** April 21, 2026

**TITLE:** ACCEPT ONE-TIME 21ST CENTURY COMMUNITY  
LEARNING CENTERS SUPPLEMENTAL GRANT  
FUNDING FROM CALIFORNIA DEPARTMENT OF  
EDUCATION FOR THE AFTER SCHOOL EDUCATION  
AND SAFETY (ASES) PROGRAM (REPORT OF:  
PARKS AND COMMUNITY SERVICES) (DISTRICT: ALL  
DISTRICTS)

**TITLE SUMMARY:** Acceptance of the 21<sup>st</sup> Century Community Learning  
Centers Supplemental Grant Funding from California  
Department of Education for the After School Education and  
Safety (ASES) Program.

**DISTRICT:** All Districts

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### Recommendation(s)

That the City Council and CSD:

1. Accept the 21<sup>st</sup> Century Community Learning Centers supplemental one-time grant award in the amount of \$2,700,000 from the California Department of Education for the enhancement of the existing After School Education and Safety Program (ASES);
2. Authorize the City Manager, or their designee, to enter into an agreement and any subsequent amendments with Think Together, Inc. for operation of the existing After

School Education and Safety (ASES) Program at the Moreno Valley Unified School District and Val Verde Unified School District grant approved sites; and issuance of associated Purchase Order once the Agreement has been fully executed; and

3. Approve budget adjustments as set forth in the Fiscal Impact section of this report.

## **SUMMARY**

The City of Moreno Valley (City) received a Final Intent to Award notification on February 12, 2026 from the California Department of Education (CDE) identifying the City as a recipient of \$2,700,000 in supplemental grant funding.

This 21<sup>st</sup> Century Community Learning Centers supplemental one-time grant will allow the City, in partnership with Think Together, Inc., Moreno Valley Unified School District (MVUSD), and Val Verde Unified School District (VVUSD), to enhance existing ASES programs by providing additional academic enrichment opportunities, physical activities, and evidence-based programs during non-school hours.

Funding will be used to strengthen existing after-school and supplemental learning programs in alignment with applicable federal and state program requirements.

## **BACKGROUND**

In late 2025, the CDE released a Request for Applications for a one-time 21<sup>st</sup> Century Community Learning Centers supplemental funding opportunity, which was designed to enhance existing expanded learning programs serving the elementary and middle school students at Moreno Valley Unified School District (MVUSD) and Val Verde Unified School District (VVUSD). The funding is intended to strengthen current programs by expanding in areas such as academic enrichment, tutoring, mentoring, physical activity, and other evidence-based educational activities that support student success.

The City applied for this supplemental funding opportunity on behalf of 43 existing expanded learning program sites. Following the CDE review process, 18 sites were selected for funding based on each school's percentage of students eligible for Free or Reduced-Price Meals (FRPM). Of the funded sites, 5 are in VVUSD and 13 are in MVUSD. Each site was awarded \$150,000, for a total award amount of \$2,700,000.

In accordance with the program guidelines, applicants were invited to request funding to enhance services through existing After School Education and Safety (ASES) programs, with funds required to supplement rather than replace existing services.

On January 20, 2026, the City Council approved the transition of fiscal administration of the ASES program from the City of Moreno Valley to the Moreno Valley Unified School District (MVUSD) and Val Verde Unified School District (VVUSD), effective July 01, 2026. While the ASES program will transition to the school districts at the conclusion of the current program year, the City remains eligible to receive and administer certain expanded learning grant funds during the remaining grant performance period.

The grant performance period runs from July 1, 2025 through September 30, 2026; however, the City’s agreement with Think Together, Inc. extends only through June 30, 2026. As a result, grant funds administered to Think Together, Inc. must be expended during the term of the City’s agreement. The one-time supplemental grant funding described in this report will support enhancements to existing programming during this period in accordance with the California Department of Education requirements.

**ALTERNATIVES**

1. Approve the recommendations as listed in this staff report. ***Staff recommends this alternative as it will allow for enhanced child care and development services to existing programs for school-age children.***
2. Do not approve the recommendations as listed in this staff report. ***Staff does not recommend this alternative.***

**FISCAL IMPACT**

There is no fiscal impact to the General Fund. In addition, no match is required. The ASES Grant is a State education funding source that is reimbursed based on eligible program expenditures and may only be used for allowable program and administrative costs. The Parks and Community Services Department wishes to establish revenue and expenditure budget appropriations for the grant term, in Fund 2202, ASES Grant Program, as outlined below:

Description	Fund	GL Account No.	Type (Rev/Exp)	FY25/26 Budget	Proposed Adjustments	FY25/26 Amended Budget
ASES Program Grant	2202	2202-50-92-75312-486000 GR PCS ASES SUPP	Rev	\$0	\$2,700,000	\$2,700,000
ASES Program Grant	2202	2202-50-92-75312-611510 GR PCS ASES SUPP	Exp	\$0	\$ 54,000	\$ 54,000
ASES Program Grant	2202	2202-50-92-75312-625099 GR PCS ASES SUPP	Exp	\$0	\$2,646,000	\$2,646,000

**NOTIFICATION**

Posting of Agenda.

**PREPARATION OF STAFF REPORT**

Prepared By:  
Kimberly Reeder  
Senior Management Analyst

Department Head Approval:  
Jeremy Bubnick  
Parks & Community Services Director

Concurred By:  
Danielle Monarrez  
PCS Admin & Financial Services Division Manager

**CITY COUNCIL GOALS**

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

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

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

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

### **CITY COUNCIL STRATEGIC PRIORITIES**

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

## Report Approval Details

Document Title:	STAFFREPORT_PCS_ACCEPT_ASES_SUPPLEMENTALGRANT.docx
Attachments :	- ASES Supplemental Grant Agreement 04.07.2026 AATF- Draft.pdf
Final Approval Date:	Apr 16, 2026

This report and all of its attachments were approved and signed as outlined below:

Jeremy Bubnick

Natalia Medina

Felicia London, MPA

Launa Jimenez

Brian Mohan

Patty Rodriguez

**AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES**

This Agreement is made by and between the **Moreno Valley Community Services District of the City of Moreno Valley**, a municipal corporation, with its principal place of business at 14075 Frederick Street, Moreno Valley, CA 92553, hereinafter referred to as the “CSD”, and **THINK Together, Inc., a California non-profit corporation**, with its principal place of business at **2101 E. Fourth Street, Ste. 200B, Santa Ana, CA 92705**, hereinafter referred to as the “Contractor,” based upon CSD policies and the following legal citations:

**RECITALS**

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. Contractor desires to perform and assume responsibility for the provision of professional **After School Education and Safety (ASES) Supplemental Program Services to Moreno Valley Unified School District (MVUSD) and Val Verde Unified School District (VVUSD)** required by the CSD on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional **After School Education and Safety (ASES) Supplemental Learning Program** contracting services and is licensed in the State of California, if applicable; and
- C. CSD desires to engage Contractor to perform such services for the **After School Education and Safety (ASES) Supplemental Learning Program** as set forth in this Agreement; and
- D. The public interest, convenience, necessity, and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the CSD signs this Agreement.

**TERMS**

1. **CONTRACTOR INFORMATION:**

Contractor’s Name: Think Together, Inc.

Address: 2101 E. Fourth Street, Ste. 200B

CSD: Santa Ana State: CA Zip: 92705

Business Phone: 714-543-3807 Fax No. 714-543-3852

Other Contact Number: \_\_\_\_\_

Business License Number: 26278

Federal Tax I.D. Number: 33-0781751

2. **CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Contractor's scope of service is described in Exhibit "A" (including Contractor's Proposal dated March 16, 2026) attached hereto and incorporated herein by this reference.
- B. The CSD's responsibilities, other than payment, are described in Exhibit "C" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "D" attached hereto and incorporated herein by this reference.
- D. The Term of this Agreement shall be from **July 1, 2025** to **June 30, 2026** unless terminated earlier as provided herein. The CSD acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employee or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The CSD will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent Contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the CSD, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the CSD, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the CSD.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary Contractors with the prior written approval of the CSD. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the CSD shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of CSD.

- E. Substitution of Key Personnel. Contractor has represented to CSD that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of CSD. In the event that CSD and Contractor cannot agree as to the substitution of key personnel, CSD shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the CSD, or who are determined by the CSD to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the CSD. The key personnel for performance of this Agreement are as follows: **Randy Barth, Founder & CEO**.
- F. CSD's Representative. The CSD hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("CSD's Representative"). Contractor shall not accept direction or orders from any person other than the CSD's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates **Randy Barth, Founder & CEO**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination or arrangements of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the CSD, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold CSD, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to

perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the CSD to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the CSD, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.

- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City of Moreno Valley, the Moreno Valley Housing Authority, and the CSD, their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the CSD's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the CSD, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of CSD's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against the City of Moreno Valley, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City of Moreno Valley, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse the CSD for the cost of any settlement paid by the City of Moreno Valley, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for CSD's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the City of Moreno Valley, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses

and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

- L. CalPERS Retiree Disclosure. Contractor hereby expressly agrees to clearly and conspicuously disclose to the CSD in writing any and all persons working for Contractor who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to CSD approval, assigned by Contractor to provide services to CSD under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.
- M. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CSD, to the fullest extent of the law, Contractor shall indemnify, defend, and hold harmless CSD for any costs and expenses incurred by CSD, including without limitation, payment that CSD is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- N. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, CSD has an obligation to treat all persons working for or under the direction of Contractor as an independent Contractor of CSD and agents and employees of Contractor and not as agents or employees of CSD. Contractor and CSD acknowledge and agree that CSD participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of CSD and should be registered with the CalPERS as employees of CSD.
- O. Civil Code Section 1542 Waiver. Contractor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under CalPERS that are only afforded to employees and not independent contractors. Contractor further represents and warrants that it

understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

- P. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to CSD are CSD's employees, Contractor shall reply within five days and share all communications and documents from CalPERS that it may legally share. In the event that either Contractor or CSD files an appeal or court challenge, Contractor and CSD each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.
- Q. Insurance Requirements. Throughout the life of this Agreement, Contractors shall pay for and maintain in full force and effect all insurance as required.

If at any time during the life of this Agreement or any extension, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by CSD that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CSD. Any failure to maintain any required insurance shall be sufficient cause for CSD to terminate this Agreement. No action taken by CSD pursuant to this section shall in any way relieve Contractor of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CSD that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CSD shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, agents, employees, persons under the supervision of Contractor, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of CSD, Contractor shall immediately furnish CSD with a complete copy of any insurance policy and associated documentation required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Where determined applicable by the CSD, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII-Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California.

**Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 covering on an "occurrence" basis, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California, California Labor Code and Employer's Liability Insurance, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to Contractor's profession.

**Minimum Limits of Insurance:**

- a. General Liability Insurance. Without limiting the generality of the forgoing, to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of this Agreement and any extension thereof in the minimum amounts provided below:
  - \$1,000,000 per occurrence for bodily injury and property damage
  - \$1,000,000 per occurrence for personal and advertising injury
  - \$2,000,000 aggregate for products and completed operations
  - \$2,000,000 general aggregate
- b. Automobile Liability
  - \$1,000,000 per accident for bodily injury and property damage
- c. Employer's Liability (Worker's Compensation)

- \$1,000,000 each accident for bodily injury
  - \$1,000,000 disease each employee
  - \$1,000,000 disease policy limit
- d. Workers' Compensation insurance policy: In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the CSD, HA, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out this Agreement. Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Contractor and its insurer shall waive any right of subrogation against CSD of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
- e. Professional Liability (Errors and Omissions): Limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- f. Endorsements. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurer possessing a Best's rating of no less than A,VII and shall be endorsed with the following specific language:
- The insurer waives its rights of subrogation against the CSD, its appointed officials, officers, employees or agents.

**Other Insurance Provisions:** The General Liability, Automobile Liability and Workers Compensation insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. CSD of Moreno Valley, the CSD of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- b. The coverage shall contain no special limitations on the scope of protection afforded to CSD, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to the CSD. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall furnish the CSD with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the CSD, Contractor shall provide a new certificate,

and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

**Acceptability of Insurers:** All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the CSD Manager or designee.

**Verification of Coverage:** Contractor shall furnish CSD with all certificates(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CSD Manager or designee prior to CSD's execution of this Agreement and before work commences. The following applicable endorsements will be required:

1. Additional Insured endorsement for ongoing operations, completed operations and primary & non-contingent primary endorsement for general liability coverage
2. Additional Insured endorsement for auto liability coverage
3. Waiver of Subrogation for worker's compensation coverage

R. **Intellectual Property.** Any systems, documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the CSD unless explicitly stated otherwise in this Agreement. The Contractor shall retain copies of any and all material, including drawings, documents and specifications, produced by the Contractor in performance of this Agreement. The CSD and the Contractor agree that to the extent permitted by law, until final approval by the CSD, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

S. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no understandings, Agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

T. **Termination.** The following clauses apply:

1. The CSD may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date

of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the CSD. The CSD shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

2. Either party may terminate this Agreement for cause. In the event the CSD terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
  3. If this Agreement is terminated as provided herein, CSD may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
  4. In the event this Agreement is terminated in whole or in part as provided herein, CSD may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- U. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State tax authorities as required. The CSD will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.
- V. Restrictions on CSD Employees. The Contractor shall not employ any CSD employee or official in the work performed pursuant to this Agreement. No officer or employee of the CSD shall have any financial interest in this Agreement in violation of federal, state, or local law.
- W. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

- X. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

Think Together, Inc.  
2101 E. Fourth Street, Ste. 200B  
Santa Ana, CA 92705  
Attn: [Randy Barth, Founder & CEO](#)

**CSD:**

Moreno Valley Community Services District  
14075 Frederick Street  
P.O. Box 88005  
Moreno Valley, CA 92552  
Attn: [Jeremy Bubnick, Parks & Community Services Director](#)

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- Y. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- Z. CSD's Right to Employ Other Contractors. CSD reserves right to employ other Contractors in connection with this project.
- AA. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- BB. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, such attempted assignment, hypothecation, or transfer.
- CC. Supplementary General Conditions (for projects that are funded by Federal programs). If federal funds are used in whole or in part for this Agreement, the provisions of 2 C.F.R. Part 200, Appendix II, and any applicable federal regulations shall apply. These provisions supersede any conflicting provisions in this Agreement. The following requirements apply and must be included in all subcontracts entered into by the Contractor for work performed under this Agreement:
1. Equal Employment Opportunity. Contractor shall comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Chapter 60. This requirement

applies to all construction contracts over \$10,000 awarded by the CSD and all subcontracts over \$10,000 entered into by the Contractor.

2. Copeland Anti-Kickback Act. Contractor shall comply with 18 U.S.C. 874, as supplemented in Department of Labor regulations 29 CFR Part 3. This requirement applies to all federally funded contracts and subcontracts for construction or repair under this Agreement.
3. Davis-Bacon Act. Contractor shall comply with 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations 29 CFR Part 5. This requirement applies to all federally funded construction contracts over \$2,000 pursuant to this Agreement.
4. Contract Work Hours and Safety Standards Act. Contractor shall comply with 40 U.S.C. 3701-3708, as supplemented by Department of Labor regulations at 29 CFR Part 5. This requirement applies to all federally funded contracts over \$100,000 for construction and non-construction services under this Agreement.
5. Patent Rights. The CSD retains all patent rights for any discovery or invention developed in the course of or under this Agreement. The CSD and Contractor shall comply with 37 CFR Part 401, including applicable requirements for reporting, disclosure, and federal use rights.
6. Copyrights and Data Rights. The CSD retains all copyrights and rights in data developed under this Agreement. FEMA and CalOES retain a royalty-free, nonexclusive, irrevocable license to reproduce, publish, or otherwise use or authorize others to use for federal purposes, any copyright work developed under this Agreement or any subcontract issued for work under this Agreement.
7. Access to Records. Contractor shall provide access to the CSD, the Federal grant agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of audit, examination, excerpts, and transcriptions.
8. Record Retention. Contractor shall retain all required records for three years after CSD makes final payments under this Agreement and all pending matters related to the Agreement are resolved.
9. Environmental Compliance. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency

regulations at 40 CFR part 15. This requirement applies to all contracts exceeding \$150,000, including subcontracts issued pursuant to such contracts.

10. Energy Conservation. Contractor shall comply with mandatory standards and policies contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

DD. Authority To Execute. The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.

**SIGNATURE PAGE TO FOLLOW**

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

Community Services District  
of the City of Moreno Valley

Think Together, Inc.

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

Brian Mohan,  
Executive Director

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

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

Randy Barth

TITLE: \_\_\_\_\_

(Chief Executive Officer)

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

<p><b>APPROVED AS TO LEGAL FORM:</b></p> <p>_____ <i>Reginald Bickford</i> CSD Attorney</p> <p>FOR: Steven Quintanilla</p> <p>_____ 04/07/2026 Date</p> <p><b>RECOMMENDED FOR APPROVAL:</b></p> <p>_____ Department Head <i>(if contract exceeds \$30,000)</i></p> <p>_____ Date</p>
--

TITLE: \_\_\_\_\_

(Chief Operating Officer)

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

- Attachments: Exhibit A – Scope of Services  
 Exhibit A-1 – Val Verde Unified School District Proposal  
 Exhibit A-2 – Moreno Valley Unified School District Proposal  
 Exhibit C – City Services to be Provided to Contractor  
 Exhibit D – Terms of Payment  
 Schedule A – Payment Schedule

## EXHIBIT A

### SCOPE OF SERVICES

(including Contractor's internal Exhibits A-1, A-2 & B)

#### **General Scope of Services (Applicable to the CSD, MVUSD and VVUSD)**

1. The Agreement between the CSD and the Contractor shall be for management and operation of the existing ASES Expanded Learning Program funded by the one-time supplemental 21<sup>st</sup> Century Community Learning Centers Grant awarded to the CSD by the California Department of Education (CDE), whereupon Contractor shall:
2. Provide Supplemental After School Expanded Learning program services to enhance existing ASES programs by providing additional academic enrichment opportunities, physical activities, and evidence-based programs during non-school hours ensuring a high-quality program consistent with the guidelines established by the CDE, the CSD and the Contractor.
3. Provide Supplemental After School Expanded Learning program services to 18 elementary and middle schools (approximately 84 students per elementary site and 112 students per middle school site), including 5 schools in Val Verde Unified School District (VVUSD) and 13 in Moreno Valley Unified School District (MVUSD).
4. Provide all staffing, recruitment, management, supervision, training, and recruitment for program operations, and other tasks necessary to manage its employees, including cross training for Site Coordinators and other site staff.
5. Recruit, train, and supervise volunteers to enhance the adult-to-student ratios in the program.
6. Work collaboratively with the CSD on governance, operational management, and evaluation.
  - a) As required attend and participate in collaborative evaluation and monthly regularly scheduled governance and operations meetings.
  - b) Attend regularly scheduled Riverside County Office Of Education Network meetings. For meeting information, please contact Steven Cortez, Administrator's Secretary at [scortez@rcoe.us](mailto:scortez@rcoe.us).
7. Attend, participate in, and supply the CSD with any and all reporting information required via written notification to the CSD by the CDE or U.S. Department of Education in a timely manner and in advance of deadlines, a minimum of ten (10) calendar days prior to CDE due dates, and additional reports as follows:
  - a) Provide quarterly expenditure reports on operations to the CSD as follows:
    - Quarter 2 (10/1/2025 – 12/31/2025) no later than April 15, 2026

- Quarter 3 (01/01/2026 – 03/31/2026) no later than May 6, 2026
  - Quarter 4 (04/01/2026 – 06/30/2026) no later than July 20, 2026
- b) Provide annual attendance reports to the CSD by July 20th;
  - c) Provide an annual report on operations to the CSD for July 1st through June 30th by the following July 20<sup>th</sup>;
  - d) Maintain and provide accurate inventory tracking and closing reports to the CSD by July 30th;
  - e) Maintain and provide access to all records used in the preparation of the above reports for a period of five years. Such records shall include, but are not limited to, records which fully disclose the amount and disposition of funds, the total cost of the activity for which funds are used, the share of the cost provided from other sources and other such records that will facilitate an effective audit. The Contractor shall maintain such records for five years after the completion of the activities for which the funds were used.
8. Maintain adequate and accurate records for the 21ST CCLC Supplemental Funding Program, including abiding by generally accepted accounting principles and recordkeeping requirements.
  9. Adhere to proper management and financial accountability practices, including the utilization of an accrual method of accounting.
  10. Provide the necessary resources to support the CSD during Federal Program Monitoring of the ASES program.
  11. Provide all materials, tools, and equipment required to perform the services under the agreement. Equipment and supplies purchased by the Contractor with ASES grant funds shall be owned by the CSD.
  12. Seek regular input from school site principals regarding performance evaluations, priorities, alignment with the regular school day, and recommendations for retaining and terminating a site coordinator or other site staff.
  13. Establish and maintain ongoing communication between Contractor staff and school staff regarding student needs and progress, including but not limited to attendance at school-day meetings and opportunities for staff development and/or one-on-one meetings with teachers.
  14. Coordinate ASES activities with school staff to ensure that the program supports current academic goals of teachers and administrators.
  15. Provide academic assistance and other activities specifically supporting (but not duplicating) daytime curriculum and academic goals.

16. Comply with the requirements of *CA Education Code (EC)* section 45125.1 with respect to fingerprinting of employees who may have contact with the CSD program's pupils. If at any time during the term of the agreement the Contractor is notified by the U.S. Department of Justice or otherwise becomes aware that any employee performing services under the agreement has been arrested or convicted of a violent or serious felony listed in California Penal Code section 667.5 (c) or section 1192.7(c), respectively, Contractor agrees to immediately notify the CSD and remove said employee from performing services.
17. Obtain Department of Justice and FBI Live Scan Reports for employees. Contractor shall comply with all fingerprinting, background check and testing requirements under state and federal law including but not limited to the fingerprint requirements in Education Code section 45125.1 and the testing requirements in Education Code section 49406 (tuberculosis) as to each employee/intern or other person which the Contractor proposes to provide services to CSD.
18. Comply with all federal statutes relating to nondiscrimination, including (a) Title VI of the Civil Rights Act of 1964 (45 United States Code [USC] sections 2000d through 2000d-4) prohibiting discrimination on the basis of race, color, or national origin; Title XI of the Education Amendments of 1972 (20 USC sections 1681-1683) prohibiting discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 (20 USC Section 794) prohibiting discrimination on the basis of handicap; and The Age Discrimination Act (20 USC Section 6101, et seq.) prohibiting discrimination on the basis of age.
19. Quarterly meetings between the Contractor, CSD, MVUSD and VVUSD.
20. 2024 California Code - Education Code - § 8483.4 (2024):
  - a) CONTRACTOR agrees to comply with California Education Code Section 8483.4, including requirements related to staff qualifications, health-and-safety standards and pupil health information. Additionally, pursuant to this statute, CONTRACTOR will notify the LEA and submit a written report with respect to the occurrence of any health-or-safety-related incident.

## Exhibit A-1

### CITY OF MORENO VALLEY - VAL VERDE UNIFIED SCHOOL DISTRICT Think Together 21<sup>st</sup> CCLC Supplemental Proposal

#### Purpose

This proposal outlines the expansion and enhancement of the After School Education and Safety (ASES), 21st Century Community Learning Center (21st CCLC), and/or High School After School Safety and Enrichment for Teens (ASSETS) programs. Through these elected services, Think Together will provide high-quality opportunities for students within before-school, after-school, or summer/supplemental program.

#### Program Offerings:

The following specialized clubs and academies may be implemented based on site-specific needs and grade level interest:

- **AI Club** – A.I. Club teaches students how to understand, build, and apply artificial intelligence through hands-on learning and real-world projects. This club has a strong emphasis on A.I. ethics, social impacts, and prepares students for career ideas in STEAM/A.I. Each session ends with a culminating experience where students present their A.I. inspired projects to real tech professionals at a off- or on-site event.
- **Ukulele/Banda Program** - Blends the ukulele and guitar, offering a fun and dynamic way to explore music. Students will learn essential chords, strumming techniques, and rhythm patterns while building skills in melody and harmony. By the end of the course, they'll gain the confidence to perform as a group, developing both musical ability and teamwork.
- **Cosmetology** - Our Cosmetology Academy is designed to provide middle and high school students with the chance to explore the exciting world of beauty and self-care. Students will acquire knowledge and skills in hairstyling, makeup, skincare, and nail art in a practical and engaging learning experience where students learn by doing and applying their knowledge in real-life situations. Includes a culminating “Glow Up Challenge” event where students perform make-up demonstrations for parents, friends and family.
- **Fork Farm** - Aligned to NGSS content standards, meets all ELOP quality standards. Students take ownership—watering, monitoring, and harvesting their own food. Even reluctant learners get excited about growing and trying new vegetables. Creates a calm, focused environment where behavior issues decrease. Students proudly share their harvest with families, building community connections. Includes growing supplies, curriculum and educational activities.

**Program Sites:** Columbia Elementary School, Manuel L. Real Elementary School, Mead Valley Elementary School, Tomas Rivera Middle School, Val Verde Elementary School; a total of 5 school sites.

**Program Dates:** School year 2025/26

#### **Operating**

**LEA’s Responsibilities:** The LEA shall provide access to school facilities, including



## MEMORANDUM OF UNDERSTANDING

classrooms and outdoor spaces suitable for specific program activities at each designated school site.

**Curricula and Supplies:** Think Together will be responsible for all curriculum materials and consumable supplies required for program delivery.

**Administrative Fee:** Think Together's total fee is inclusive of a 13% administrative fee.

**Pricing:** Think Together proposes a fee of \$723,000 to deliver the scope of services described above.

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## Exhibit A-2

### CITY OF MORENO VALLEY - MORENO VALLEY UNIFIED SCHOOL DISTRICT Think Together 21<sup>st</sup> CCLC Supplemental Proposal

#### Purpose

This proposal outlines the expansion and enhancement of the After School Education and Safety (ASES), 21st Century Community Learning Center (21st CCLC), and/or High School After School Safety and Enrichment for Teens (ASSETs) programs. Through these elected services, Think Together will provide high-quality opportunities for students within before-school, after-school, or summer/supplemental program.

#### Program Offerings:

The following specialized clubs and academies may be implemented based on site-specific needs and grade level interest:

- **African Drumming** - Teaches students to learn to read music, explore instruments, and perform in fun ensembles that boost their confidence and musical ability. Classes focused on West African drumming use Djun Djuns and Congas to teach the history of west African drumming and how to make a drum ensemble with different sounding drums.
- **AI Club** – A.I. Club teaches students how to understand, build, and apply artificial intelligence through hands-on learning and real-world projects. This club has a strong emphasis on A.I. ethics, social impacts, and prepares students for career paths in STEAM/A.I. Each session ends with a culminating experience where students present their A.I. inspired projects to real tech professionals at an off- or on-site event.
- **Film Club** - Gives students hands-on production to filmmaking — from storyboarding and acting to shooting and editing their own short films. Each session is designed to spark creativity, collaboration, and confidence while letting students learn by doing. By the end of the program, students will have brought their own stories to life and gained a real understanding of what it takes to make a movie.
- **Yoga Program** - Supports the whole child by fostering physical health, emotional balance, and social-emotional growth. Designed for TK–12 students, our classes blend movement, breathwork, and mindful practices to help students build resilience, focus, and self-awareness—skills that support success in school and beyond.
- **Immersive VR** - Courses teach skills such as 3D modeling, spatial audio, and metaverse development. The idea is to prepare students for future technologies and get them comfortable in virtual spaces.
- **Ukulele/Banda Program** - Blends the ukulele and guitar, offering a fun and dynamic way to explore music. Students will learn essential chords, strumming techniques, and rhythm patterns while building skills in melody and harmony. By the end of the course, they’ll gain the confidence to perform as a group, developing both musical ability and teamwork.
- **Musical Theater** - Focuses on the fundamental aspects of theater, including acting, singing, dancing, and stagecraft, with the goal of fostering confidence, teamwork, and artistic growth in a fun, supportive environment. This program culminates with a student musical showcase.

- **Sports & Mindfulness Program** - Fuses physical & mental fitness into an immersive sporting experience for all ages, genders & skill levels alike. As both Sport & SEL technology, it is inclusive in nature, promoting healthy competition, mind + body wellness, & group flow.
- **Cosmetology** - Our Cosmetology Academy is designed to provide middle and high school students with the chance to explore the exciting world of beauty and self-care. Students will acquire knowledge and skills in hairstyling, makeup, skincare, and nail art in a practical and engaging learning experience where students learn by doing and applying their knowledge in real-life situations. Includes a culminating “Glow Up Challenge” event where students perform make-up demonstrations for parents, friends and family.
- **Culinary Arts** - A hands-on, no-stove culinary program where students build foundational cooking skills while learning about nutrition, healthy eating, and recipe creation. Students collaborate to prepare simple, nutritious dishes, strengthening confidence, creativity, and real-life life skills they can use at home and beyond.
- **Fork Farm** - Aligned to NGSS content standards, meets all ELOP quality standards. Students take ownership—watering, monitoring, and harvesting their own food. Even reluctant learners get excited about growing and trying new vegetables. Creates a calm, focused environment where behavior issues decrease. Students proudly share their harvest with families, building community connections. Includes growing supplies, curriculum and educational activities.

**Program Sites:** Armada Elementary School, Badger Springs Middle School, Box Springs Elementary School, Chaparral Hills Elementary School, Edgemont Elementary School, Honey Hollow Elementary School, Midland Elementary School, Redona Elementary School, Serrano Elementary School, Sunnymead Elementary School, Sunnymead Middle School, Sunnymeads Elementary School, Creekside Elementary School; a total of 13 sites.

**Program Dates:** School year 2025/26.

## Operating

**LEA’s Responsibilities:** The LEA shall provide access to school facilities, including classrooms and outdoor spaces suitable for specific program activities at each designated school site.

**Curricula and Supplies:** Think Together will be responsible for all curriculum materials and consumable supplies required for program delivery.

**Administrative Fee:** Think Together’s total fee is inclusive of a 13% administrative fee.

**Pricing:** Think Together proposes a fee of \$1,923,000 to deliver the scope of services described above.



### Exhibit B

The LEA shall pay to Think Together accordingly to the Payment Schedule outlined below to provide the described services in each of the Exhibits. Payments are due on the first day of the month.

Exhibit	Exhibit A-1	Exhibit A-2
Program	21 <sup>st</sup> CCLC Supplemental VVUSD	21 <sup>st</sup> CCLC Supplemental MVUSD
July 2025		
August 2025		
September 2025		
October 2025		
November 2025		
December 2025		
January 2026		
February 2026		
March 2026		
April 2026	\$361,500.00	\$961,500.00
May 2026	\$361,500.00	\$961,500.00
June 2026		
<b>TOTAL</b>	<b>\$723,000</b>	<b>\$1,923,000</b>

All Purchase Orders and invoice related inquiries shall be submitted to [accountsreceivable@thinktogether.org](mailto:accountsreceivable@thinktogether.org).

**EXHIBIT C**

**CITY - SERVICES TO BE PROVIDED**

**TO CONTRACTOR**

1. The CSD shall act as the lead fiscal and administrative agent with the CDE for operation of the ASES Expanded Learning Program.
2. The CSD shall assist in coordinating with MVUSD and VVUSD, as co-applicants for ASES Supplemental grant funding to provide Contractor access to school facilities, including classrooms, cafeteria, and playground areas as necessary to conduct the ASES Expanded Learning Program activities.
3. The CSD agrees to submit all reports required by the CDE or U.S. Department of Education in a timely manner in compliance with stated deadlines and provide proof of submission when requested and when reasonably needed.
4. The CSD shall provide Contractor with any pertinent grant-related communications within five working days of receipt from the CDE.

DRAFT

## EXHIBIT D

### TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$2,646,000.00 through 06/30/2026.
2. The CSD has been awarded ASES Supplemental grant funds in the amount of \$2,700,000.00 for the grant performance period covering July 1, 2025 thru June 30, 2026.
3. The CSD will retain 2 percent for administrative costs and allocate the remaining portion of the grant to the Contractor for program services. Total administrative costs shall not exceed 15 percent of the funding. Accordingly, the Contractor's administrative costs may not exceed 13 percent.
4. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the CSD. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <https://moval.gov/cdd/services/svc-biz-licen.html>
5. The Contractor will electronically submit an invoice to the CSD on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the CSD pay for more services than have been satisfactorily completed and the CSD's determination of the amount due for any progress payment will be final. The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)
  - a. Accounts Payable questions can be directed to (951) 413-3073.
  - b. Copies of invoices may be submitted to the Parks & Community Services Department at [dmuelle@moval.org](mailto:dmuelle@moval.org) or calls directed to (951) 413-3726.
6. The Contractor agrees that CSD payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the CSD. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/CSD\\_hall/forms.shtml#bf](http://www.moval.org/CSD_hall/forms.shtml#bf)
7. Each monthly invoice must include detailed billing information to support the total amount billed; lump-sum amounts without itemized detail will not be accepted. Invoices must include a breakdown by site:
  - a. Contractor Name, Mailing Address, and Phone Number

- b. Invoice Date
  - c. Contractor Invoice Number
  - d. City-provided Reference Number (e.g. Purchase Order, Project, Activity)
  - e. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
  - f. Direct Costs
  - g. Indirect/Admin Cost
8. The CSD shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

**9. Reimbursement for Expenses**

Contractor shall not be reimbursed for any expenses unless authorized in writing by CSD.

**10. Maintenance and Inspection**

Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of CSD during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

**SCHEDULE A**

**PAYMENT SCHEDULE**

#	School Name	School District	Components	Amount Awarded (FY25/26)	Total Payment to THINK Together	City retention
					(after \$54,000 City retention)	2%
1	Armada Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
2	Badger Springs Middle	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
3	Box Springs Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
4	Chaparral Hills Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
5	Creskide Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
6	Edgemont Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
7	Honey Hollow Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
8	Midland Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
9	Ramona Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
10	Serrano Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
11	Sunnymead Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
12	Sunnymead Middle	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
13	Sunnymeadows Elementary	MVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
				<b>\$ 1,950,000.00</b>	<b>\$ 1,911,000.00</b>	<b>\$ 39,000.00</b>
28	Columbia Elementary	VVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
29	Manuel L. Real Elementary	VVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
30	Mead Valley Elementary	VVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
31	Tomas Rivera Middle	VVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
32	Val Verde Elementary	VVUSD	ASES After School Base	\$ 150,000.00	\$ 147,000.00	\$ 3,000.00
				<b>\$ 750,000.00</b>	<b>\$ 735,000.00</b>	<b>\$ 15,000.00</b>
				<b>\$ 2,700,000.00</b>	<b>\$ 2,646,000.00</b>	<b>\$ 54,000.00</b>



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Melissa Walker, Public Works Director/City Engineer

**AGENDA DATE:** April 21, 2026

**TITLE:** PEN22-0130 (TRACT 38443) AND PEN22-0131 (TRACT 38442) COOPERATIVE AGREEMENT FOR THE MORENO VALLEY MASTER DRAINAGE PLAN LINE H, STAGE 3, SUNSET CROSSINGS DRIVE (REPORT OF: PUBLIC WORKS) (DISTRICT 3)

**TITLE SUMMARY:** PEN22-0130 (Tract 38443) And PEN22-0131 (Tract 38442) Approval Of The Cooperative Agreement Between The Riverside County Flood Control And Water Conservation District, The City Of Moreno Valley, And D.R. Horton Los Angeles Holding Company, Inc., For The Moreno Master Drainage Plan Line H, Stage 3, Located On Sunset Crossings Drive Between Alessandro Boulevard And Cottonwood Avenue

**DISTRICT:** District 3

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### Recommendation(s)

That the City Council:

1. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District, the City of Moreno Valley, and D.R. Horton Los Angeles Holding Company, Inc., for the Moreno Master Drainage Plan Line H, Stage 3, located in Sunset Crossings Drive between Alessandro Boulevard and Cottonwood Avenue;
2. Authorize the City Manager to execute the Cooperative Agreement; and
3. Direct the City Clerk to forward the signed Cooperative Agreement to the District.

## **SUMMARY**

This report recommends approval of a Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), the City of Moreno Valley (City), and D.R. Horton Los Angeles Holding Company, Inc. (Developer) to allow for the construction of storm drain facilities. As a condition of approval for PEN22-0130 (Tentative Tract Map 38443) and PEN22-0131 (Tentative Tract Map 38442), the Developer is required to construct public improvements necessary to provide flood protection and drainage associated with the proposed development. The Cooperative Agreement establishes the roles and responsibilities of the District, City, and Developer for the construction, inspection, and maintenance of master storm drain facilities, and provides for the allocation of applicable drainage fee credits.

## **DISCUSSION**

On July 25, 2024, the Moreno Valley Planning Commission approved Tentative Tract Map 38443, a project to construct 135 single-family lots on approximately 30.0 acres through a Planned Unit Development (PUD), and on November 9, 2023, approved Tentative Tract Map 38442, a project to construct 108 single-family lots on 20.01 acres through a PUD. The two developments are adjacent to each other, generally east of Nason Street between Cottonwood Avenue and Alessandro Boulevard.

A condition of approval for both PEN22-0130 (Tract Map 38443) and PEN22-0131 (Tract Map 38442), required the same master drainage plan facilities to be constructed to provide proper flood protection and drainage. The required storm drain facility improvements include the construction of Moreno MDP – Line H, Stage 3, consisting of approximately 3,300 lineal feet of reinforced concrete pipe (RCP) ranging in size from 48-inches to 78-inches in diameter and associated structures that connect the City's Cottonwood Avenue Desilting Basin to the District's existing Moreno MDP – Line H, Stage 2 storm drain in Alessandro Boulevard. The District's maintenance responsibility shall consist of Line H, Stage 3 mainline.

DR Horton, Los Angeles Holding Company, is the owner of both tracts, and for reasons of orderly development and economy of scale, processed one set of plans (LCO24-0028) for both projects. The Developer has prepared plans and specifications in accordance with the District and the City's standards and received approval from the City and District. To expedite delivery, the developer executed a right-of-entry and inspection agreement with the District, which provided for District inspection and thereby allowed the developer to begin construction of the drainage improvements.

The cooperative agreement establishes maintenance responsibilities for the respective parties. It formalizes the terms and conditions for District and City acceptance of the drainage improvements for operations and maintenance.

The developer has already posted Faithful Performance bonds and Labor and Material bonds for the improvement and executed an Agreement for Public Improvements, as approved by the Public Works Director/City Engineer for PEN22-0130 and PEN22-0131. The bonds will be held by the City until completion and acceptance of the storm drain

improvements by the City and the District.

### **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will authorize the District to maintain certain master drainage plan storm drain facilities associated with PEN22-0130 and PEN22-0131.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will not authorize the District to maintain certain master drainage plan storm drain facilities associated with PEN22-0130 and PEN22-0131.*

### **FISCAL IMPACT**

No fiscal impact is anticipated.

### **NOTIFICATION**

Publication of the agenda.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Larry Gonzales, P.E.  
Land Development Principal Engineer

Department Head Approval:  
Melissa Walker, P.E.  
Public Works Director/City Engineer

Concurred By:  
Harold Zamora, P.E.  
Engineering Division Manager / Assistant City Engineer

### **CITY COUNCIL GOALS**

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

### **CITY COUNCIL STRATEGIC PRIORITIES**

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

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



## Report Approval Details

Document Title:	STAFFREPORT_PW_LDD_COOPERATIVE_SUNSETCROSSINGS.docx
Attachments :	- Vicinity Map - TR 38442 and TR 38443.pdf - Cooperative Agreement - Moreno MDP Line H Stg 3.pdf
Final Approval Date:	Apr 16, 2026

This report and all of its attachments were approved and signed as outlined below:

Melissa Walker

Sean Kelleher

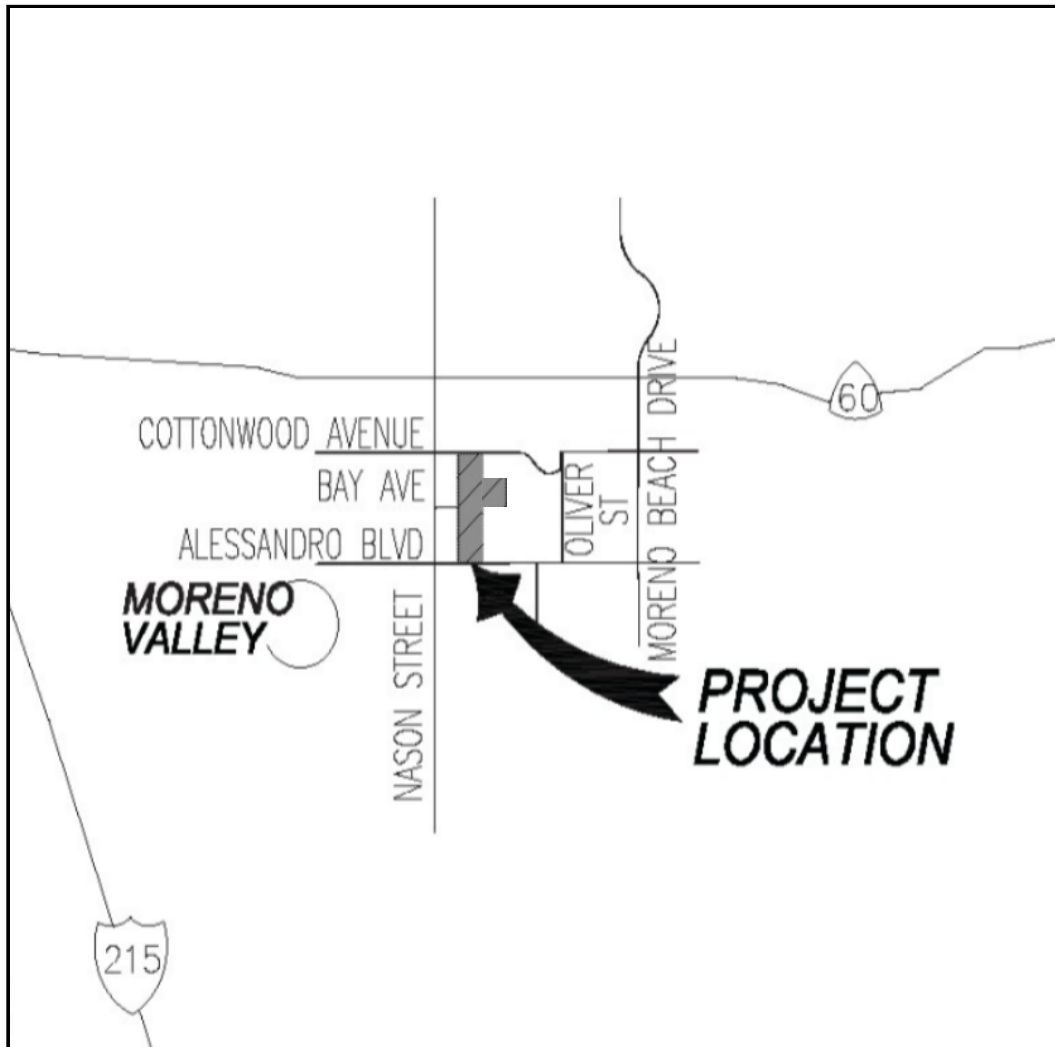
Natalia Medina

Felicia London, MPA

Launa Jimenez

Brian Mohan

Patty Rodriguez



VICINITY MAP  
SCALE: NTS

CITY OF MORENO VALLEY  
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PEN22-0130 (TR 38443) &  
PEN22-0131 (TR 38442)

COOPERATIVE AGREEMENT

COOPERATIVE AGREEMENT  
 Moreno MDP – Line H, Stage 3  
 Project No. 4-0-00763  
 Tract Map Nos. 38442 and 38443  
 PEN22-0130, PEN22-0131 and LCO24-0028

This Cooperative Agreement ("Agreement"), dated as of \_\_\_\_\_, is entered into by and between, the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT"), the City of Moreno Valley, a municipal corporation of the State of California ("CITY"), and D.R. Horton Los Angeles Holding Company, Inc., a California corporation ("DEVELOPER"). DISTRICT, CITY and DEVELOPER individually referred to herein as "Party" and collectively referred to herein as "Parties". The Parties hereto hereby agree as follows:

RECITALS

- A. DEVELOPER is the legal owner of record of certain real property located within the city of Moreno Valley; and
- B. DEVELOPER has submitted for approval Tract Map Nos. 38442 and 38443, related to the property, which is located in the incorporated area in the city of Moreno Valley. As a condition of approval for Tract Map Nos. 38442 and 38443, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and
- C. The required flood control facilities and drainage improvements related to Tract Map Nos. 38442 and 38443 are identified in DISTRICT's Moreno Master Drainage Plan ("MDP"), are shown on DISTRICT's Drawing No. 4-1270 and CITY's LCO24-0028 and shown in concept on Exhibit "A", attached hereto and made a part hereof, and include the construction of the following:

- i. Moreno MDP – Line H, Stage 3 ("LINE H STAGE 3"), consists of approximately 3,300 lineal feet of reinforced concrete pipe ("RCP") ranging in diameter from 48-inch to 78-inch and approximately 110 lineal feet of 60-inch RCP connector pipe. At its downstream terminus, LINE H STAGE 3 will connect to DISTRICT's existing Moreno MDP Line H, Stage 2 facility, as shown on DISTRICT's Drawing No. 4-1220;
- ii. All safety devices requested by DISTRICT staff during the course of project construction and during any final field inspections, including, but not limited to, concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER's contractor, and subject to DISTRICT's inspection and approval; and

D. Together, LINE H STAGE 3 and SAFETY DEVICES, are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

E. Associated with the construction of DISTRICT DRAINAGE FACILITIES includes the construction of (i) approximately 61 lineal feet of 60-inch RCP, (ii) Cottonwood desilting basin outlet structures, embankment and concrete spillway and (iii) certain inlets, connector pipes, curbs and gutters, catch basins, headwall/wingwalls, riprap slope protection, and various lateral storm drains within CITY right of way that are 36 inches or less in diameter, hereinafter called "CITY FACILITIES"; and

F. Together, DISTRICT DRAINAGE FACILITIES and CITY FACILITIES are hereinafter called "PROJECT"; and

G. DISTRICT DRAINAGE FACILITIES includes a segment of DISTRICT's Moreno MDP Line H ("ADP FACILITY"), which is an identified segment of DISTRICT's Moreno ADP Area ("ADP") and are an eligible component of DISTRICT's ADP; and

H. The ADP fee obligation for Tract Map Nos. 38442 and 38443 ("OBLIGATION"), is calculated based on the acreage of the proposed subdivision; and

I. The book value of LINE H STAGE 3 is referred to as ADP Fee credit ("CREDIT"); and

J. If DISTRICT estimates that upon constructing LINE H STAGE 3, DEVELOPER will earn CREDIT, the estimated surplus amount between OBLIGATION and CREDIT will result in an excess ADP Fee credit ("EXCESS CREDIT") to DEVELOPER; and

K. Pursuant to Section VII of the Riverside County "Rules and Regulations for Administration of Area Drainage Plans", dated June 10, 1980, as amended and revised ("RULES"), and the provisions of this Agreement, EXCESS CREDIT earned by DEVELOPER for the construction of the ADP FACILITY may be used to satisfy OBLIGATION; and

L. Pursuant to the RULES and this Agreement, EXCESS CREDIT may be used to satisfy the requirement to pay ADP Fees for certain properties located within the boundaries of DISTRICT's Moreno ADP, hereinafter called "ELIGIBLE PROPERTIES"; and

M. DEVELOPER and the owner(s) of other ELIGIBLE PROPERTIES may desire to transfer some or all of DEVELOPER's EXCESS CREDIT to ELIGIBLE PROPERTIES. In such event, DEVELOPER and owner(s) will enter into (a) separate agreement(s) concerning the transfer of DEVELOPER's EXCESS CREDIT from DEVELOPER to said owner(s) as set forth herein; and

N. DEVELOPER and CITY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES; and

O. DEVELOPER and DISTRICT desire CITY to accept ownership and responsibility for the operation and maintenance of CITY FACILITIES; and

P. On or about September 23, 2025, DISTRICT and DEVELOPER entered into a Right of Entry and Inspection Agreement that authorizes DEVELOPER to construct DISTRICT DRAINAGE FACILITIES. Pursuant to the Right of Entry and Inspection Agreement, DEVELOPER commenced construction of the at-risk portions of DISTRICT DRAINAGE FACILITIES; and

Q. DISTRICT is willing to accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES provided DEVELOPER performs all of the following: (i) complies with this Agreement, (ii) prepares PROJECT plans in accordance with DISTRICT and CITY approved plans and specifications and this Agreement, (iii) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications and this Agreement and (iv) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES and CITY accepts ownership and responsibility for the operation and maintenance of CITY FACILITIES ;and

R. CITY is willing to (i) review and approve, in conjunction with DISTRICT, DEVELOPER's plans and specifications for PROJECT, (ii) accept and hold faithful performance and payment bonds submitted by DEVELOPER on behalf of DISTRICT for DISTRICT DRAINAGE FACILITIES and CITY for CITY FACILITIES, (iii) inspect the construction of PROJECT, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way and (v) accept ownership and responsibility

for the operation and maintenance of CITY FACILITIES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY.

NOW, THEREFORE, in consideration of the preceding Recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above Recitals are true and correct and incorporated into the terms of this Agreement and as follows:

#### SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and submit to DISTRICT and CITY for their respective review and approval.

2. Continue to pay DISTRICT, within thirty calendar days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with (i) the review of IMPROVEMENT PLANS, (ii) the processing and administration of this Agreement, and (iii) construction inspection costs. Additionally, DEVELOPER shall pay CITY, within thirty calendar days after receipt of periodic billings from CITY, any and all such amounts deemed reasonably necessary by CITY to cover CITY's costs associated with (i) the review and approval of IMPROVEMENT PLANS, (ii) the review and approval of right of way and conveyance documents, (iii) the processing and administration of this Agreement and (iv) construction inspection costs.

3. By execution of this Agreement, grant DISTRICT and CITY the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to and performing inspection services for the construction of PROJECT as set forth herein.

4. Upon execution of this Agreement or prior to the start on any portion of PROJECT construction, provide CITY with faithful performance and payment bonds in

accordance with CITY's municipal code, including any amendments thereto, for the estimated cost for construction of (i) DISTRICT DRAINAGE FACILITIES as determined by DISTRICT and (ii) CITY FACILITIES as determined by CITY. The surety, amount and form of the bonds, shall list CITY as an obligee and shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT for operation and maintenance and CITY FACILITIES are accepted by CITY as complete, at which time the bond amount may be reduced to ten percent for a period of one year to guarantee against any defective work, labor or materials. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VIII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten calendar days after receiving notice from CITY.

5. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, deposit with DISTRICT (Attention: Business Office – Accounts Receivable), and notify Contract Services Section, the estimated cost of providing construction inspection for DISTRICT DRAINAGE FACILITIES, in an amount as determined and approved by DISTRICT in accordance with County of Riverside Ordinance Nos. 671 and 749, including any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE FACILITIES.

6. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section), with a complete list of all contractors and subcontractors to be performing work on PROJECT, including the corresponding license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

7. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, Furnish DISTRICT (Attention: Contract Services Section), with a construction schedule which shall show the order and dates in which DEVELOPER or DEVELOPER's contractor proposes to carry out the various parts of work, including estimated start and completion dates. As construction of PROJECT progresses, DEVELOPER shall update said construction schedule as requested by DISTRICT.

8. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section), with a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and District Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and CITY's approval.

9. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT (Attention: Contract Services Section) and CITY. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in Exhibit "B", attached hereto and made a part hereof. DEVELOPER shall not commence construction until DISTRICT (Attention: Contract Services Section) and CITY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance, including all endorsements and any and all other attachments. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion,

to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES due, either in whole or in part, to said breach of this Agreement.

10. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Plan Check Section) and CITY with sufficient evidence of DEVELOPER securing the necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements, as may be needed for the construction, inspection, operation and maintenance of PROJECT as determined and approved by DISTRICT and CITY.

11. INTENTIONALLY DELETED.

12. INTENTIONALLY DELETED.

13. Prior to the start on any portion of PROJECT construction, furnish DISTRICT (Attention: Plan Check Section) and CITY each with a set of final mylar of IMPROVEMENT PLANS, including all necessary georeferenced digital files in formats specified by DISTRICT and CITY. All digital files shall comply with DISTRICT's Computer-Aided Design ("CAD") requirements and coordinate system specifications. DISTRICT and CITY shall have full rights to use, modify, and reproduce the plans for any purpose related to PROJECT.

14. After receiving DISTRICT's plan check and administrative clearance for PROJECT construction as set forth in Sections I.1 through I.13, notify DISTRICT (Attention: Construction Management Section) and CITY with twenty calendar days written notice of intent to start of construction of PROJECT, and include PROJECT's geotechnical firm, concrete lab/test firm, d-load test forms, trench shoring/false work calculations, concrete mix designs for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT and CITY have issued to DEVELOPER a written Notice

to Proceed authorizing DEVELOPER to commence construction of PROJECT. DISTRICT reserves the right to withhold issuance of the Notice to Proceed in accordance with Section IV.4.

15. Prior to commencing construction, furnish DISTRICT (Attention: Plan Check Section) and CITY with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents include, but are not limited to, those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

16. Not permit any change to or modification of DISTRICT and CITY approved IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and CITY.

17. Comply with all Cal/OSHA safety regulations, including, but not limited to, regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and CITY employees on the site.

18. Upon receipt of DISTRICT's written Notice to Proceed, construct or cause to be constructed, PROJECT at DEVELOPER's sole cost and expense, in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

19. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and CITY with written notice that PROJECT construction is substantially complete, and request (i) DISTRICT conduct a final inspection of DISTRICT DRAINAGE FACILITIES and (ii) CITY conduct a final inspection of CITY FACILITIES.

20. INTENTIONALLY DELETED.

21. INTENTIONALLY DELETED.

22. Upon completion of PROJECT construction, accept ownership, sole responsibility and all liability whatsoever for the ownership, operation and maintenance of PROJECT until such time as (i) DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT DRAINAGE FACILITIES and (ii) CITY accepts ownership and responsibility for operation and maintenance of CITY FACILITIES. DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES is not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

23. Not request DISTRICT to accept any portion of PROJECT for operation and maintenance until PROJECT is complete in accordance with Section II.13.

24. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (Attention: Construction Management Section) with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer, (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record and (iii) a redlined "record drawings" copy of IMPROVEMENT PLANS. After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall utilize Bluebeam Studio to transfer the redlined changes onto the electronic version of the IMPROVEMENT PLANS. Once the updates have been incorporated, the engineer shall review, stamp and sign the electronic IMPROVEMENT PLANS as "record drawings".

25. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, DEVELOPER will restore the lines and grades of the Moreno–Cottonwood Interim Basin ("COTTONWOOD BASIN") and continue to operate and maintain COTTONWOOD BASIN until all CITY FACILITIES are constructed and accepted for operations and maintenance.

26. Ensure that all work performed pursuant to this Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable laws and regulations, including, but not limited to, all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

27. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees shall be computed as costs and included in any judgment rendered.

## SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.

2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.

3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.

4. INTENTIONALLY DELETED.

5. Endeavor to issue DEVELOPER a Notice to Proceed within twenty calendar days of receipt of DEVELOPER's complete written notice of intent to start of construction of PROJECT as set forth in Section I.14.; however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

6. Reserve the right to withhold issuance of the Notice to Proceed pursuant to Section IV.4.

7. Inspect construction of DISTRICT DRAINAGE FACILITIES.

8. Keep an accurate accounting and submit periodic invoices to DEVELOPER of all DISTRICT costs associated with (i) the review and approval of IMPROVEMENT PLANS and (ii) the processing and administration of this Agreement.

9. Keep an accurate accounting of all DISTRICT construction inspection costs and within forty-five calendar days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit as set forth in Section I.5. exceeds such inspection costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty calendar days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

10. Upon (i) DISTRICT acceptance of PROJECT construction as being complete and (ii) DISTRICT receipt of stamped and signed "record drawing" of IMPROVEMENT PLANS as set forth in Section I.24., provide DEVELOPER with a reproducible duplicate copy of "record drawings" of IMPROVEMENT PLANS.

11. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT.

If, subsequent to any inspection and, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

12. INTENTIONALLY DELETED.

13. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT DRAINAGE FACILITIES in accordance with Section I.19., (ii) DISTRICT acceptance of PROJECT construction as being complete, (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans as set forth in Section I.24., (vi) DISTRICT DRAINAGE FACILITIES fully functioning as a flood control drainage system as solely determined by DISTRICT and (v) DISTRICT's sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained condition.

14. Upon both of the following: DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES and DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section I.24., provide CITY with (i) a reproducible duplicate copy of "record drawings" of constructed DISTRICT DRAINAGE FACILITIES, (ii) a written notice that PROJECT is complete and (iii) request CITY to release bonds held for DISTRICT DRAINAGE FACILITIES and CITY FACILITIES.

### SECTION III

CITY shall:

1. Review IMPROVEMENT PLANS and approve when CITY has determined that such plans meet CITY standards and are found acceptable to CITY prior to the start of PROJECT construction.

2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, which meet the requirements of CITY municipal code or ordinances, including any amendments thereto, as set forth in Section I.4., for the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT and CITY FACILITIES as determined by CITY and hold said bonds as provided in this Agreement. The bonds shall list CITY as obligee and be subject to the approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT for operation and maintenance, at which time the bond amount may be reduced to ten percent for a period of one year to guarantee against any defective work, labor or materials. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VIII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten calendar days after receiving notice from CITY. CITY shall not release said bonds until DISTRICT provides CITY with a reproducible duplicate copy of "record drawings" and written notification that PROJECT is complete, as set forth in Section II.14.

3. Request DEVELOPER update the construction schedule as deemed necessary.

4. By execution of this Agreement, grant DISTRICT the right to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way.

5. INTENTIONALLY DELETED.

6. INTENTIONALLY DELETED.

7. Inspect PROJECT construction.

8. INTENTIONALLY DELETED.

9. Keep or extend the current license agreement for the COTTONWOOD BASIN with the underlying property owner(s) or obtain a permanent easement to perform its long-term maintenance responsibilities for COTTONWOOD BASIN.

10. If CITY fails to adequately maintain the COTTONWOOD BASIN, this may result in accumulation of debris in DISTRICT DRAINAGE FACILITIES. CITY shall be responsible for all sediment and debris removal for COTTONWOOD BASIN, as necessary.

11. Accept ownership and sole responsibility for the operation and maintenance of CITY FACILITIES upon (i) DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, (ii) CITY's final inspection of CITY FACILITIES and (iii) CITY's sole determination that CITY FACILITIES are in a satisfactorily maintained condition.

12. Release occupancy permits in accordance with the approved conditions of approval for Tract Map Nos. 38442 and 38443.

13. Upon DISTRICT and CITY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT DRAINAGE FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed by CITY at no cost to DISTRICT.

#### SECTION IV

It is further mutually agreed:

1. DISTRICT may withhold acceptance for ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES unless and until DEVELOPER performs all obligations under this Agreement.

2. All construction work involved with PROJECT shall be inspected by DEVELOPER, DISTRICT and CITY but shall not be deemed complete until DISTRICT and CITY mutually agree in writing that construction of PROJECT is completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

3. DISTRICT and CITY personnel may observe and inspect all work being done on DISTRICT DRAINAGE FACILITIES but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of PROJECT.

4. If DEVELOPER fails to commence construction of PROJECT within twenty-four (24) consecutive months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed after this period of time pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.14. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT DRAINAGE FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT.

5. DEVELOPER shall complete construction of PROJECT within twelve (12) months after commencement of construction of PROJECT, unless CITY and DISTRICT agree to extend the time to complete construction. Failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for (i) DISTRICT to terminate the Agreement and (ii) CITY to perform the remaining work on PROJECT and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. Should CITY perform the remaining work on PROJECT under this section, DEVELOPER grants to CITY and CITY's officers, deputies, employees, agents, representatives, contractors and other designees the

irrevocable permission to enter upon Tract Map Nos. 38442 and 38443 to complete construction and remaining work on PROJECT. This right of entry shall terminate when such construction and remaining work is complete. CITY shall subsequently reimburse DISTRICT from the funds paid by DEVELOPER's surety for any DISTRICT costs incurred.

6. In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience, and upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT DRAINAGE FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.5. exceeds Ten Thousand Dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent of DEVELOPER's initial inspection deposit within forty-five calendar days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of Ten Thousand Dollars (\$10,000) shall be retained on account.

7. PROJECT construction work shall be on a five-day, forty-hour work week with no work on Saturdays, Sundays or DISTRICT or CITY designated legal holidays, unless otherwise approved in writing by DISTRICT and CITY. If DEVELOPER feels it is necessary to work more than the normal forty-hour work week or on DISTRICT or CITY designated legal holidays, DEVELOPER shall make a written request for permission from DISTRICT and CITY to work the additional hours. The request shall be submitted to DISTRICT and CITY at least seventy-two hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime

work shall be made by DISTRICT and CITY at their sole discretion and shall be final. If permission is granted by DISTRICT and CITY, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with CITY municipal codes or ordinances, including any amendments thereto.

8. DEVELOPER shall indemnify, defend and hold harmless and require DEVELOPER's construction contractor(s) to indemnify, defend and hold harmless DISTRICT, the County of Riverside, and CITY (including each of their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) (individually and collectively hereinafter referred to as "Indemnitees")) from any liability, action, claim or damage whatsoever, based or asserted upon any acts, omissions, or services of DEVELOPER and/or DEVELOPER's construction contractor(s), (including their respective officers, employees, subcontractors, agents or representatives) (individually and collectively hereinafter referred to as "Indemnitors")) arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury, or death or any other element of any kind or nature whatsoever. DEVELOPER or DEVELOPER's construction contractor(s) shall defend, at its sole expense, the Indemnitees, including all costs and fees, (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards), in any claim or action based upon such alleged acts or omissions. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of the Agreement.

9. With respect to any action or claim subject to indemnification herein by DEVELOPER, DEVELOPER shall, at its sole cost, have the right to use counsel of its own choice and may adjust, settle, or compromise any such action or claim only with the prior consent of DISTRICT, the County of Riverside or CITY. Any such adjustment, settlement or compromise

shall not in any manner whatsoever limit or circumscribe DEVELOPER's indemnification obligations to Indemnitees as set forth herein.

10. DEVELOPER's and DEVELOPER's construction contractor(s) indemnification obligation hereunder shall be satisfied when DEVELOPER or DEVELOPER's construction contractor(s) has provided to DISTRICT, the County of Riverside and CITY the appropriate form of dismissal relieving DISTRICT, the County of Riverside or CITY from any liability for the action or claim involved.

11. The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER or DEVELOPER's construction contractor(s) obligations to indemnify and hold harmless Indemnitees from third party claims.

12. In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve DEVELOPER or DEVELOPER's construction contractor(s) from indemnifying Indemnitees to the fullest extent allowed by law.

13. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, the County of Riverside and CITY (including each of their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions, or suits of any kind arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release of DEVELOPER by DISTRICT, County of Riverside,

or CITY, (including each of their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of PROJECT by DEVELOPER prior to the acceptance of PROJECT by DISTRICT and CITY, as described in this Agreement.

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

15. Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

To DISTRICT: RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Attn: Contracts Services Section

To CITY: CITY OF MORENO VALLEY  
14177 Frederick Street  
Moreno Valley, CA 92552  
Attn: Harold Zamora

To DEVELOPER: D.R. HORTON LOS ANGELES HOLDING COMPANY,  
INC.  
980 Montecito Drive, Suite 300  
Corona, CA 92879  
Attn: Megan Whieldon

16. This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to

be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

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

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

19. The provisions of this Agreement are solely for the benefit of the Parties, and not for the benefit of any third party. Accordingly, no third party shall have any right or action based on the provisions of this Agreement.

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

21. No Party shall assign this Agreement without the written consent of all other Parties. Any attempt to delegate or assign any interest herein without written consent of all other Parties shall be deemed void and of no effect.

22. In the event DEVELOPER sells Tract Map Nos. 38442 and 38443, DEVELOPER shall notify DISTRICT and CITY of any such transfer or assignment in writing no later than thirty calendar days from the date of the sale. DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties in this Agreement until DISTRICT, CITY, DEVELOPER and the new owner(s) of Tract Map Nos.

38442 and 38443 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations in this Agreement to the new owner(s) of Tract Map Nos. 38442 and 38443.

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

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

25. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

\_\_\_\_\_  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

By \_\_\_\_\_  
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

By \_\_\_\_\_  
RYAN YABKO  
Deputy County Counsel

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

(SEAL)

[Signed in Counterpart]

Cooperative Agreement:  
Moreno MDP – Line H, Stage 3  
Project No. 4-0-00763  
Tract Map Nos. 38442 and 38443  
PEN22-0130, PEN22-0131 and LCO24-0028  
AMR:blj  
02/19/26

RECOMMENDED FOR APPROVAL:

**CITY OF MORENO VALLEY**

By \_\_\_\_\_  
BRIAN MOHAN  
City Manager

APPROVED AS TO FORM:

ATTEST:

By \_\_\_\_\_  
STEVE QUINTANILLA  
City Attorney

By \_\_\_\_\_  
M. PATRICIA RODRIGUEZ  
City Clerk

(SEAL)

Cooperative Agreement:  
Moreno MDP – Line H, Stage 3  
Project No. 4-0-00763  
Tract Map Nos. 38442 and 38443  
PEN22-0130, PEN22-0131 and LCO24-0028  
AMR:blj  
02/19/26

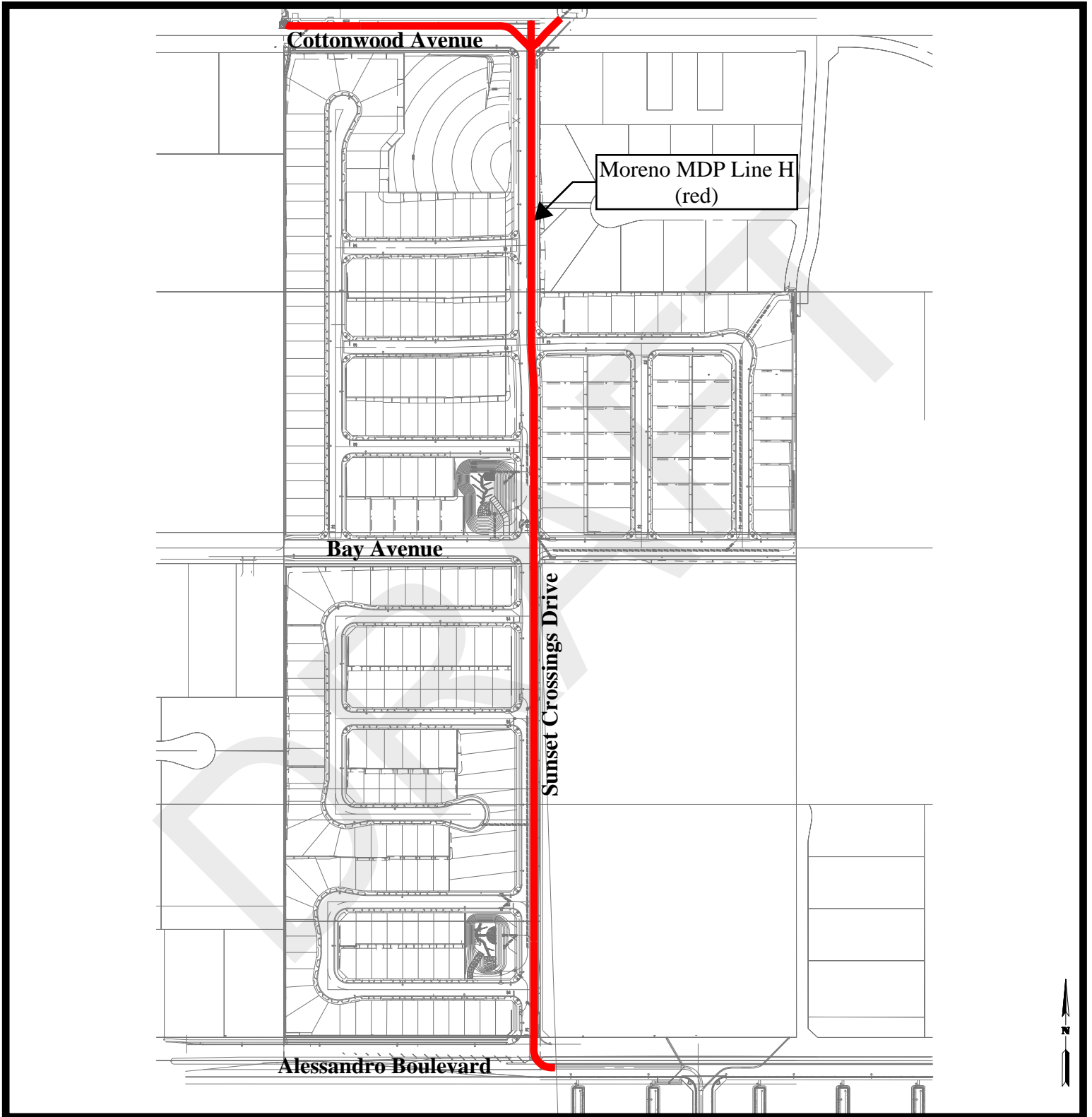
**D.R. HORTON LOS ANGELES HOLDING  
COMPANY, INC., a California corporation**

By \_\_\_\_\_  
VICKI GULLION  
Authorized Signatory

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Cooperative Agreement:  
Moreno MDP – Line H, Stage 3  
Project No. 4-0-00763  
Tract Map Nos. 38442 and 38443  
PEN22-0130, PEN22-0131 and LCO24-0028  
AMR:blj  
02/19/26

# Exhibit A



Cooperative Agreement  
Moreno MDP Line H  
Project No. 4-0-00763  
TR 38442 & TR 38443  
Drawing No. 4-1270

## Exhibit B

### DISTRICT's Insurance Requirements is as follows:

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT (herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives) and CITY as Additional Insureds.

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

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

## Exhibit B

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. General Insurance Provisions – All Lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, DEVELOPER's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and

## Exhibit B

related investigations, claims administration, and defense costs and expenses.

- c. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.
- d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- e. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes,

## Exhibit B

etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.

- g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- i. DEVELOPER agrees to notify DISTRICT and CITY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

DRAFT



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Melissa Walker, Public Works Director/City Engineer

**AGENDA DATE:** April 21, 2026

**TITLE:** **AUTHORIZE AN AGREEMENT FOR PROFESSIONAL SECURITY SYSTEMS SERVICES AT CITY-OWNED FACILITIES AND SITES (REPORT OF: PUBLIC WORKS) (DISTRICT: ALL DISTRICTS)**

**TITLE SUMMARY:** Authorize A Five-Year Agreement For Professional Services With Securitas Technology Corporation For installation, Monitoring And Repairs Of Security Systems At City-Owned Facilities And Sites Utilizing The Cooperative Agreement With Sourcewell

**DISTRICT:** All Districts

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### Recommendation(s)

That the City Council:

1. Approve the Agreement for Professional Services between the City of Moreno Valley and Securitas Technology Corporation for the installation, monitoring, and repairs of security systems at city-owned facilities and sites; and
2. Authorize the City Manager, or his designee, to execute the five-year Agreement for Professional Services with Securitas Technology Corporation for a total not-to-exceed amount of \$750,000; and
3. Authorize the City Manager, or his designee, the authority to execute any subsequent amendments to the Agreement with Securitas Technology Corporation, including the authority to authorize associated Purchase Orders and Change Orders in accordance with the Agreement's terms, subject to the approval of the City Attorney and within the

budgetary amounts previously approved by the City Council as part of the adopted and/or amended budget process.

## **SUMMARY**

This report recommends that the City Council approve a five-year agreement with Securitas Technology Corporation pursuant to the cooperative agreement under the Municipal Code 3.12.260 with Sourcewell to provide installation, monitoring, and repair services for security systems at City-owned facilities and sites.

## **DISCUSSION**

The Fleet and Facilities Maintenance Division maintains numerous City-owned facilities and operational sites that require reliable and effective security systems to protect public assets, ensure employee and public safety, and support uninterrupted operations. These systems include burglar and fire alarm panels, intrusion detection, and access control technologies.

Staff evaluated available procurement options and determined that utilizing the cooperative purchasing agreement with Sourcewell provides a cost-effective and efficient method for securing these services while complying with public procurement requirements.

Securitas Technology Corporation has been identified as a qualified vendor capable of delivering comprehensive security system services, including:

- Installation of new and upgraded security systems
- 24-hour monitoring services
- Preventive maintenance and emergency repairs
- System troubleshooting and technical support

Leveraging the Sourcewell cooperative agreement allows the City to benefit from competitively solicited pricing, reduces administrative procurement time, and ensures access to a vetted and experienced service provider.

The proposed five-year agreement will provide continuity of service, improve system reliability, and support the City's ongoing commitment to safety and security across all City-owned facilities.

## **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative.*

## **FISCAL IMPACT**

The total not-to-exceed cost of the proposed agreement is \$750,000 over a five-year term.

Funding for these services are included in the FY 2025/26 & 2026/27 Adopted Operating Budget. Funding for future years will be appropriated annually as part of the City's budget process. No additional General Fund impact is anticipated beyond the approved budget allocations.

The use of the Sourcewell cooperative agreement is expected to provide cost savings through competitively pre-negotiated pricing and reduce administrative procurement costs. There are no additional long-term liabilities beyond the term of the agreement.

## **NOTIFICATION**

Publication of the Agenda

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Serina Contreras  
Senior Management Analyst

Department Head Approval:  
Melissa Walker, P.E.  
Public Works Director/City Engineer

Concurred By:  
Joseph Mattox  
Fleet and Facilities Maintenance Division Manager

## **CITY COUNCIL GOALS**

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

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

**Public Safety:** Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

## **CITY COUNCIL STRATEGIC PRIORITIES**

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



## Report Approval Details

Document Title:	STAFFREPORT_PWFFM_SECURITASTECHNOLOGYSERVICES.docx
Attachments :	- Agreement for Professional Services_DRAFT.pdf
Final Approval Date:	Apr 16, 2026

This report and all of its attachments were approved and signed as outlined below:

Melissa Walker

Sean Kelleher

Natalia Medina

Felicia London, MPA

Launa Jimenez

Brian Mohan

Patty Rodriguez

**AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES**

This Agreement is made by and between the City of Moreno Valley , California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and **Securitas Technology Corporation**, with its principal place of business at 3800 Tabs Dr. Uniontown, OH 44685 hereinafter referred to as the “Vendor;” based upon City policies and the following legal citations:

**RECITALS**

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent Vendors;
- B. This Agreement is entered into pursuant to the cooperative/piggyback purchasing provisions under the Municipal Code 3.12.260. The City is utilizing the contract originally awarded by Sourcewell ("Agency") to **Securitas Technology Corporation** on **March 19, 2025** under Agreement No. 121024-SCS for the procurement of integrated access control, integrated video surveillance, fire detection, communication systems, intrusion detection systems, thermal perimeter detection, integrated prison security systems, drone detection, electronic intercom and real time location systems. Under this piggyback provision, the City agrees to abide by the terms, conditions, and pricing established in the original agreement, except as expressly modified herein. The Vendor acknowledges and agrees to extend the same pricing, terms, and conditions to the City as provided in the original contract, subject to any mutually agreed-upon modifications necessary to meet the City's specific requirements. Both parties acknowledge that this Agreement is independent of the Agency's contract awarded under Agreement No. 121024-SCS. The City assumes full responsibility for its own obligations, including payments, without any liability to the Agency.
- C. Vendor desires to perform and assume responsibility for the provision of professional security systems contracting services required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing professional security systems contracting services and is licensed in the State of California, if applicable;
- D. City desires to engage Vendor to render such services for the security systems as set forth in this Agreement;
- E. The public interest, convenience, necessity, and general welfare will be served by this Agreement; and

- F. This Agreement is made and entered into effective the date the City signs this Agreement.

**TERMS**

**1. VENDOR INFORMATION:**

Vendor's Name: Securitas Technology Corporation

Address: 3800 Tabs Dr. Uniontown, OH 44685

Business Phone: (330) 498-7213

Business License Number: 40949

Federal Tax I.D. Number: 20-1044950

**2. VENDOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Vendor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The Term of this Agreement shall be for a term of five (5) years from the effective date, unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Vendor's requests for extensions of time in which to complete the work required. The Vendor shall not be responsible for performance delays caused by others or delays beyond the Vendor's reasonable control (excluding delays caused by non-performance or unjustified delay by Vendor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Vendor.

**3. STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Vendor is solely responsible for the content and sequence of the work and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Vendor or his/her/its employees.
- B. Intent of Parties. Vendor is, and at all times shall be, an independent Vendor and nothing contained herein shall be construed as making the Vendor or any individual whose compensation for services is paid by the Vendor, an agent or employee of the City, or authorizing the Vendor to create or assume any obligation

or liability for or on behalf of the City, or entitling the Vendor to any right, benefit, or privilege applicable to any officer or employee of the City.

- C. Subcontracting. Vendor may retain or subcontract for the services of other necessary Vendors with the prior written approval of the City. Payment for such services shall be the responsibility of the Vendor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Vendor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Vendor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Vendor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Vendor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Vendor at the request of the City. The key personnel for performance of this Agreement are as follows: David Vandegrift - Account Representative , Kelly Genduso - District General Manager, Glenn Bufford - District Service Manager
- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Vendor's Representative. Vendor hereby designates **David Vandegrift**, account representative, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Vendor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Vendor shall be liable for all

violations of such laws and regulations in connection with services. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

- I. Standard of Care; Performance of Employees. Vendor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the profession necessary to perform the services. Vendor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Vendor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Vendor and shall not be re-employed to perform any of the services or to work on the project.
- J. Vendor Indemnification. Vendor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Vendor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Vendor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Vendor shall be fully responsible for such coverage. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be

brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

- L. CalPERS Retiree Disclosure. Vendor hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Vendor who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by Vendor to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.
- M. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, Vendor shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- N. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of Vendor as an independent Vendor of City and agents and employees of Vendor, and not as agents or employees of City. Vendor and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.

- O. Civil Code Section 1542 Waiver. Vendor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under CalPERS that are only afforded to employees and not independent contractors. Vendor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

- P. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, Vendor shall reply within five days and share all communications and documents from CalPERS that it may legally share. In the event that either Vendor or City files an appeal or court challenge, Vendor and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.
- Q. Insurance Requirements. Throughout the life of this Agreement, Vendors shall pay for and maintain in full force and effect all insurance as required.

If at any time during the life of this Agreement or any extension, Vendor or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Vendor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Vendor of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Vendor shall not be deemed to release or diminish the liability of Vendor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable.

The policy limits do not act as a limitation upon the amount of indemnification to be provided by Vendor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Vendor, its principals, officers, agents, employees, persons under the supervision of Vendor, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of City, Vendor shall immediately furnish City with a complete copy of any insurance policy and associated documentation required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Where determined applicable by the City, Vendor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII-Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California.

**Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 covering on an "occurrence" basis, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California, California Labor Code and Employer's Liability Insurance, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to Vendor's profession.

**Minimum Limits of Insurance:**

- a. **General Liability Insurance.** Without limiting the generality of the forgoing, to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Vendor, sub-contractor, or any person acting for the Vendor or under its control or direction. Such insurance shall be

maintained in full force and effect throughout the terms of this Agreement and any extension thereof in the minimum amounts provided below:

- \$1,000,000 per occurrence for bodily injury and property damage
- \$1,000,000 per occurrence for personal and advertising injury
- \$2,000,000 aggregate for products and completed operations
- \$2,000,000 general aggregate

b. Automobile Liability

- \$1,000,000 per accident for bodily injury and property damage

c. Employer's Liability (Worker's Compensation)

- \$1,000,000 each accident for bodily injury
- \$1,000,000 disease each employee
- \$1,000,000 disease policy limit

d. Workers' Compensation insurance policy: In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Vendor and the City, HA, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Vendor in the course of carrying out this Agreement. Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Vendor and its insurer shall waive any right of subrogation against City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

e. Professional Liability (Errors and Omissions): Limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

f. Endorsements. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A,VII and shall be endorsed with the following specific language:

- The insurer waives all rights of subrogation against the City, its appointed officials, officers, employees or agents.

**Other Insurance Provisions:** The General Liability, Automobile Liability and Workers Compensation insurance policies are to contain, or be endorsed to contain, the following provisions:

a. City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.

- b. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

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

**Acceptability of Insurers:** All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or designee.

**Verification of Coverage:** Vendor shall furnish City with all certificates(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or designee prior to City's execution of this Agreement and before work commences. The following applicable endorsements will be required:

1. Additional Insured endorsement for ongoing operations, completed operations and primary & non-contributory endorsement for general liability coverage
  2. Additional Insured endorsement for auto liability coverage
  3. Waiver of Subrogation for workers compensation coverage
- R. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Vendor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Vendor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Vendor in performance of this Agreement. The City and the Vendor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

- S. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, Agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- T. Termination. The following clauses apply:
1. The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Vendor. The written notice shall specify the date of termination. Upon receipt of such notice, the Vendor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Vendor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Vendor in accordance herewith through the date of termination.
  2. Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Vendor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
  3. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of services under this Agreement. Vendor shall be required to provide such documents and other information within fifteen (15) days of the request.
  4. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- U. Payment. Payments to the Vendor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Vendor. Vendor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Vendor shall maintain adequate records to permit inspection and audit of the Vendor's time and materials charges under the Agreement. Such records shall be retained by the Vendor for three (3) years following completion of the services under the Agreement.

- V. Restrictions on City Employees. The Vendor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- W. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- X. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Vendor:**

Securitas Technology Corporation  
3800 Tabs Dr.  
Uniontown, OH 44685

**City:**

City of Moreno Valley  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, CA 92552

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- Y. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- Z. City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with this project.
- AA. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

BB. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, such attempted assignment, hypothecation or transfer.

CC. Supplementary General Conditions (for projects that are funded by Federal programs). If federal funds are used in whole or in part for this Agreement, the provisions of 2 C.F.R. Part 200, Appendix II, and any applicable federal regulations shall apply. These provisions supersede any conflicting provisions in this Agreement. The following requirements apply and must be included in all subcontracts entered into by Vendor for work performed under this Agreement:

1. Equal Employment Opportunity. Vendor shall comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Chapter 60. This requirement applies to all construction contracts over \$10,000 awarded by the City and all subcontracts over \$10,000 entered into by the Vendor.
2. Copeland Anti-Kickback Act. Vendor shall comply with 18 U.S.C. 874, as supplemented in Department of Labor regulations 29 CFR Part 3. This requirement applies to all federally funded contracts and subcontracts for construction or repair under this Agreement.
3. Davis-Bacon Act. Vendor shall comply with 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations 29 CFR Part 5. This requirement applies to all federally funded construction contracts over \$2,000 pursuant to this Agreement.
4. Contract Work Hours and Safety Standards Act. Vendor shall comply with 40 U.S.C. 3701-3708, as supplemented by Department of Labor regulations at 29 CFR Part 5. This requirement applies to all federally funded contracts over \$100,000 for construction and non-construction services under this Agreement.
5. Patent Rights. The City retains all patent rights for any discovery or invention developed in the course of or under this Agreement. The City and Vendor shall comply with 37 CFR Part 401, including applicable requirements for reporting, disclosure, and federal use rights.
6. Copyrights and Data Rights. The City retains all copyrights and rights in data developed under this Agreement. FEMA and CalOES retain a royalty-free, nonexclusive, irrevocable license to reproduce, publish, or otherwise use or authorize to others to use for federal purposes, any copyright work developed under this Agreement or any subcontract issued for work under this Agreement.

7. Access to Records. Vendor shall provide access to the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Vendor which are directly pertinent to that specific contract for the purpose of audit, examination, excerpts, and transcriptions.
  8. Record Retention. Vendor shall retain all required records for three years after City makes final payments under this Agreement and all pending matters related to the Agreement are resolved.
  9. Environmental Compliance. Vendor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations at 40 CFR part 15. This requirement applies to all contracts exceeding \$150,000, including subcontracts issued pursuant to such contracts.
  10. Energy Conservation. Vendor shall comply with mandatory standards and policies contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).
- DD. Authority To Execute. The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.

**SIGNATURE PAGE TO FOLLOW**

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

City of Moreno Valley

Securitas Technology Corporation

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

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

Chief Financial Officer/City Manager/Mayor

*(Select only one please)*

TITLE: \_\_\_\_\_

*(President or Vice President)*

\_\_\_\_\_

Date

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

TITLE: \_\_\_\_\_

*(Corporate Secretary)*

**INTERNAL USE ONLY**

**ATTEST:**

\_\_\_\_\_

City Clerk

*(only needed if Mayor signs)*

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_

City Attorney

\_\_\_\_\_

Date

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_

Department Head

*(if contract exceeds \$15,000 annually)*

\_\_\_\_\_

Date



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Angelica Frausto-Lupo, Community Development Director  
Steve Quintanilla, City Attorney

**AGENDA DATE:** April 21, 2026

**TITLE:** 2024 GENERAL PLAN UPDATE, ASSOCIATED ZONING TEXT AND ZONING ATLAS AMENDMENT, 2024 CLIMATE ACTION PLAN AND 2024 REVISED FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT (REPORT OF: COMMUNITY DEVELOPMENT) (DISTRICT: ALL DISTRICTS)

**TITLE SUMMARY:** 2024 General Plan Update, Associated Zoning Text And Zoning Atlas Amendment, 2024 Climate Action Plan, And 2024 Revised Final Program Environmental Impact Report

**DISTRICT:** All Districts

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### Recommendation(s)

That the City Council:

1. ADOPT Resolution No. 2026-[next in order], Approving and Adopting the Findings of Fact, Mitigation Monitoring and Reporting Program, and Statement of Overriding Considerations, and Certifying the 2024 Revised Final Program Environmental Impact Report;
2. ADOPT Resolution No. 2026-[next in order], Approving the 2024 General Plan Update and 2024 Climate Action Plan; and
3. INTRODUCE [First Reading] Ordinance No. 2026-[next in order], Approving Associated Zoning Text and Zoning Atlas Amendments.

## **SUMMARY**

The purpose of this City Council Public Hearing is to consider the Planning Commission's recommendation to: (a) approve the proposed 2024 General Plan Update, Associated Zoning Text and Atlas Amendment, and 2024 Climate Action Plan, known as the "MoVal 2040 Project," (PEN25-0020) and (b) certify the MoVal 2040 Project's Revised Final Program Environmental Impact Report ("2024 RFEIR").

## **DISCUSSION**

### **Proposed Project – MoVal 2040 Project**

The Proposed Project, collectively known as "MoVal 2040 Project" (PEN25-0020) consists of:

1. 2024 General Plan Update ("2024 GPU"), which is a comprehensive General Plan Update, that articulates a vision for the City's growth over the next 20 years, which includes the implementation of five new General Plan land use designations consisting of Business-Flex, Corridor Mixed Use, Center Mixed Use, Downtown Center, and Highway Office/Commercial;
2. A 2024 Climate Action Plan ("2024 CAP") that describes and demonstrates how the City will comply with the State's greenhouse gas (GHG) emission reduction standards and goals and streamline environmental review of certain future development projects; and
3. Associated Zoning Text and Zoning Atlas Amendments to implement the land use policies and regulations, such as but not limited to zoning and development standards, and the goals and objectives set forth and described in the 2024 GPU.

### **MoVal 2040 Project's CEQA Review**

The City, acting as Lead Agency pursuant to California Environmental Quality Act (CEQA) and the CEQA Guidelines, prepared and circulated a 2024 Revised Draft Program Environmental Impact Report ("2024 RDEIR") for public review and comment, and thereafter prepared the 2024 RFEIR which includes responses to comments and describes and analyzes the potential significant environmental impacts of the MoVal 2040 Project, and identifies ways that the potential significant environmental impacts of the MoVal 2040 Project can be avoided or significantly reduced or prevented through an analysis of project alternatives and the imposition of mitigation measures, including those mitigation measures negotiated with the California Attorney General's Office ("AGO") in connection with the Statement of Decision, embodied in the Judgment and Writ issued on May 6, 2024 ("Court Ruling"), in *Sierra Club v. The City of Moreno Valley*, Case No. CVRI2103300 ("CEQA Case").

### **Planning Commission Recommendation**

Initially, consideration of the MoVal 2040 Project (PEN25-0020) and the 2024 RFEIR were scheduled for a Planning Commission Public Hearing on October 9, 2025, during a

Planning Commission regular meeting. However, due to the receipt of a letter from the AGO on October 7, 2025, regarding the proposed 2024 CAP and various air quality issues and mitigation measures, the City Attorney recommended that the Planning Commission continue the October 9th Planning Commission Public Hearing to provide staff sufficient time to respond to the various issues and mitigation measures addressed in the AGO's October 7th letter. As such, the Planning Commission voted unanimously (7-0) to continue the October 9th Planning Commission Public Hearing to the Planning Commission's regular meeting, scheduled for October 23, 2025.

At the October 23<sup>rd</sup> Planning Commission Public Hearing, after hearing a staff report, receiving public testimony and engaging in deliberation, the Planning Commission voted (6-1) to: (a) adopt Resolution No. 2025-14, recommending that the City Council adopt the Findings of Fact, Mitigation Monitoring and Reporting Program, and Statement of Overriding Considerations and certify the 2024 RFEIR for the MoVal 2040 Project (PEN25-0020); and (b) adopt Resolution No. 2025-15, recommending that the City Council approve the MoVal 2040 Project (PEN25-0020).

### **Negotiations with California Attorney General's Office**

Following the Planning Commission's October 7<sup>th</sup> Public Hearing, the City Attorney, Assistant City Manager (Development) and the Community Development Director engaged in negotiations with the AGO regarding various issues raised in the October 7<sup>th</sup> AGO letter, which included the AGO's initial concerns regarding the 2024 CAP, which the AGO subsequently acknowledged that the City adequately addressed. In addition to the October 7<sup>th</sup> AGO letter, the City received a letter from the AGO, dated November 17, 2025, recommending incorporation of various air quality mitigation measures that the AGO opined were necessary to ensure compliance with the Court Ruling. Specifically, the AGO recommended the following mitigation measures for air quality impacts be applied to all logistic-type warehouse projects developed under the 2024 GPU, which exceed the minimal requirements of Assembly Bill (AB) 98:

- **Setbacks**: All warehouse projects developed under the 2024 GPU shall be located at least 1,000 feet from sensitive receptors.
- **Buffers**: All warehouse projects developed under the 2024 GPU shall include a solid wall and/or a landscaped berm of at least 15 feet in height, separating the project and nearby sensitive receptors.
- **Tree Coverage**: All logistic warehouse projects developed under the 2024 GPU shall ensure that the project parking lots have at least 35 percent of the tree shade cover within 15 years of commencement of operations.
- **Air Filtration Abatement Fund**: The City shall create an abatement fund for subsidizing air filtration and/or HVAC systems for residents within 1,000 feet of any warehouse or truck route, thereby abating air quality impacts for the most impacted sensitive receptors. The City may choose to administer the abatement fund or designate its administration to a third party which may require an additional 10 percent administrative fee. All warehouse projects developed under the 2024 GPU

shall pay a one-time fee of \$1,500 for each daily truck trip the warehouse project is estimated to induce.

- Heavy-Duty Truck Minimum Model Year: All warehouse projects developed under the 2024 GPU shall utilize trucks with a minimum 2014 model year by 2027.
- Truck Charging Infrastructure: All warehouse projects developed under the 2024 GPU shall be equipped with electric vehicle (EV)-ready conduits at each truck dock or parking spot to support an EV charger and at least 50% of these shall be installed fast chargers.
- Transportation Refrigeration Units (“TRUs”): All warehouse projects developed under the 2024 GPU, which are to be used for refrigerated storage, shall have TRU plug-ins installed at all dock doors.
- Passenger Vehicle Charging Infrastructure: All warehouse projects developed under the 2024 GPU, shall have at least 25% of passenger car parking spots EV-ready, with at least 15% of passenger car parking spots equipped with Level 2 chargers.
- Yard Equipment: All warehouse projects developed under the 2024 GPU shall use 100% ZEV for forklifts, yard trucks, and other on-site equipment.
- Idling Limits: All warehouse projects developed under the 2024 GPU shall have signage noting a 3-minute idling limit and include the South Coast Air Quality Management District (SCAQMD) complaint line to submit idling complaints.
- Construction Equipment and Operations: All warehouse projects developed under the 2024 GPU shall take steps to control construction emissions, including using zero emission construction equipment where feasible, and requiring facility operators to provide charging equipment for electric construction equipment to facilitate their use. However, where zero-emission equipment is infeasible, the facility shall use equipment certified to CARB Tier 4 and use of low-polluting fuels (e.g., low NO<sub>x</sub> diesel). All construction equipment idling shall be limited to 3 minutes and all smaller equipment, including hand tools and power washers, shall be zero emission. In addition, grading operations shall be prohibited on days with an Air Quality Index greater than 100.
- Generators: All warehouse projects developed under the 2024 GPU shall be prohibited from using diesel except for emergencies.
- Worker Transit Programs: All warehouse projects developed under the 2024 GPU shall provide workers with secure bike storage facilities with outlets for e-bikes and on-site meals or lunch shuttle programs. Facilities shall also provide workers with transit route information and incentives to carpool, such as dedicated carpool parking spaces. Facilities over 400,000 square feet shall maintain a lounge for truck operators with amenities including restrooms, vending machines, and air

conditioning to reduce the need for additional truck trips to find these services elsewhere.

- Worker Training Programs: All warehouse projects developed under the 2024 GPU shall implement training programs for managers and employees on efficient scheduling and load management to minimize truck queuing and idling.

In light of the foregoing, the City and the AGO, as parties to the CEQA Case, proceeded to engage in negotiations over the subject mitigation measures, which concluded in April 2026. As negotiated with the AGO, all of the above mitigation measures were added to the Mitigation Monitoring and Reporting Program (“MMRP”) of the 2024 RFEIR. Specifically, Mitigation Measure AQ-5 of the MMRP has been enhanced to include additional design, construction, and operational requirements for logistics use developments developed under the 2024 GPU, as negotiated with the AGO. The negotiated mitigation measures added to Mitigation Measure AQ-5, which include Mitigation Measures AQ-5a through AQ-5b, will not result in any new significant impacts identified in the 2024 RFEIR, nor will they create any new or more severe impacts. Moreover, the additions to Mitigation Measure AQ-5, as negotiated with the AGO, do not rise to the level of significant new information in that they have all been adequately addressed in the 2024 RFEIR in a manner that did not necessitate recirculation of the 2024 RDEIR.

Attached to this Staff Report is a Matrix that identifies the air quality-related mitigation measures requested by the AGO. The Matrix also indicates how staff proposes each mitigation measure be implemented, and any differences between the two. It is important to note that all mitigation measures meet and/or exceed the basic requirements of both Assembly Bill 98 and Senate Bill 415. The negotiated mitigation measures, as described in the Matrix, have been memorialized in the context of the attached proposed ordinance, which will amend Title 9 (Planning & Zoning) of the Moreno Valley Municipal Code by adding a new chapter titled “Logistics Use Facilities Mitigation Measures.” Once the ordinance takes effect, it will apply prospectively to all logistic-type facilities approved under the newly amended General Plan, as required by law and negotiated with the AGO. The attached ordinance will be presented to both the Planning Commission and the City Council in the context of duly noticed public hearings. As required by State law, the City will provide at least 20 days’ advanced notice of the Planning Commission Public Hearing and ten days’ advanced notice of the City Council Public Hearing. If the City Council approves the staff’s recommendation on April 21, 2026, as described in this staff report, the plan is to present the Logistics Use Facilities Mitigation Measures Ordinance to the Planning Commission on May 14, 2026, for a recommendation to the City Council, and thereafter it will be presented to the City Council on May 26, 2026, assuming that the Planning Commission takes action on the Ordinance at its May 26, 2026, Public Hearing. In light of the foregoing this will provide the public and interested parties with at least 39 days (commencing April 17, 2026, through May 26, 2026) to review, inspect and comment on the mitigation measures negotiated with the AGO, as set forth in the attached Logistics Use Facilities Mitigation Measures Ordinance.

### **Assembly Bill 98 – Circulation Element Amendment**

On September 29, 2024, the Governor signed AB 98 into law. AB 98, in part, requires that General Plan Circulation Elements of the jurisdictions located within the Warehouse Concentration Region, established by AB 98, be updated by January 1, 2026. The purpose of the amendment is to identify and establish specific truck routes in order to safely accommodate logistics warehouse truck traffic which avoid sensitive receptors, and maximize the use of interstate or State divided highways, or maximize use of arterial roads, major thoroughfares, and predominantly commercially-oriented local streets. AB 98 describes “sensitive receptors” to include the following: (1) a residence, including, but not limited to, a private home, apartment, condominium unit, group home, dormitory unit, or retirement home; (2) a school, including, but not limited to, a preschool, prekindergarten, or school maintaining kindergarten or any of grades 1 to 12, inclusive; (3) a daycare facility, including, but not limited to, in-home daycare; (4) publicly owned parks, playgrounds, and recreational areas or facilities primarily used by children, excepting parks and recreation areas included as a condition of approval for the logistics use development; (5) nursing homes, long-term care facilities, hospices, convalescent facilities, or similar live-in housing; and (6) hospitals, as defined in Section 128700 of the Health and Safety Code.

The AGO is aware of the City’s plan to defer the amendment of the 2024 GPU’s Circulation Element, as mandated by AB 98, to a later date which will coincide with the proposed adoption of a new truck route map that includes the elimination of a multitude of truck routes that do not currently comply with the “truck route” provisions of AB 98. Consistent with the community engagement provisions of AB 98, staff has in part presented the proposed truck route changes at community “pop-up events” in November 2025, during meetings of the Traffic Safety Commission and Planning Commission, and individual meetings with representatives of the City’s two School Districts and various community groups and non-profit organizations. Staff has also dispatched letters to various local social organizations, the Chambers of Commerce and local Tribes offering to provide presentations on the proposed truck route changes at their respective governing body meetings. In addition, staff has created a page on the City’s website that includes background information, an interactive truck route map, a public comments link and a list of Frequently Asked Questions.

It is anticipated that once sufficient community engagement has been completed, staff will be presenting the requisite amendment to the Circulation Element concurrently with an ordinance adopting the official changes to the City’s current truck route map.

## **2021 GPU**

In 2019, the City Council authorized staff to prepare a comprehensive update to the City’s 2006 General Plan, which included adding two new State-mandated General Plan Elements and preparing various associated documents, including but not limited to a Climate Action Plan.

The City retained Dyett & Bhatia (D&B), an urban planning consulting firm based in California, to prepare the comprehensive General Plan Update (“2021 GPU”) and related documents, for the City’s review, consideration and approval, which included collaborating with City staff and various City consultants, the City’s former General Plan

Advisory Committee, the Planning Commission, the City Council, community stakeholders and the general public for their input and perspectives regarding the City's future as a vibrant, engaging, productive, healthy and safe community. In summary, D&B provided the City with technical advice and assistance in the areas of zoning, environmental review and community engagement, which included: 1) stakeholder and public outreach; 2) visioning; 3) identifying community issues and goals; 4) preparing an existing conditions analysis, 5) preparing all necessary background and baseline reports; 6) analyzing project alternatives; 7) preparing a Program EIR which included updating the text, statistics, tables, maps and graphics for each General Plan Element ("2021 DEIR"); and 8) drafting the necessary fiscal reports related to any recommended actions.

In June 2021, the City Council approved and adopted the City's 2021 GPU and associated Zone Text and Zoning Atlas Amendments, along with a 2021 Climate Action Plan ("2021 GPU Project"), based on its concurrent approval and certification of a Final Program EIR (State Clearinghouse No. 2020039022) ("2021 FEIR").

### **2021 CEQA Case and Court Ruling**

On October 28, 2021, a Petition for Writ of Mandate was filed against the City by the Sierra Club in Riverside County Superior Court. The Sierra Club challenged the validity of the 2021 CAP and the 2021 FEIR (CEQA Case). In addition, on June 21, 2022, the AGO intervened in the case, and on July 11, 2022, filed a Petition for Writ of Mandate-in-Intervention. On March 5, 2024, the Court issued the Court Ruling, which granted the petition, albeit the scope of the Court Ruling was limited to the issues of 1) baseline (existing conditions analysis), 2) air quality, 3) climate change (GHG emissions), and 4) energy use. What is significant, however, is that the Court Ruling flatly rejected and denied the Sierra Club's arguments regarding the issues of land use analysis and zoning.

Specifically, the Court Ruling identified that the 2021 FEIR was deficient for the following reasons:

- **Baseline:** The baseline used in the 2021 FEIR failed to describe the 2021 GPU Project's environmental impacts as they existed at the time that the notice of preparation of the 2021 DEIR was published;
- **Air Quality:** The Air Quality section failed to compare the 2021 GPU Project's environmental impacts against existing conditions and instead compared them to assumed impacts under the 2006 General Plan, which the Court opined that it understated the impacts of the 2021 GPU Project;
- **Energy:** The Energy section failed to compare the 2021 GPU Project's environmental impacts against existing conditions and instead compared them to assumed impacts under the 2006 General Plan, which the Court opined that it understated the impacts of the 2021 GPU Project; and
- **GHG Emissions:** The GHG emissions section failed to include mitigation measures, relying instead on an inadequate 2021 CAP, which the Court opined that it failed to comply with requirements of the CEQA Guidelines.

In response to the Court Ruling, in May 2024, the City Council set aside its 2021 GPU Project approvals and its prior certification of the 2021 FEIR, subject to keeping the October 2022 Housing Element intact and operative. The adoption of Resolution No. 2022-67 in October 2022, approving the City's current Housing Element, was not subject to any legal challenge. Although the Sierra Club directly attacked the adequacy of the City's Housing Element, it did not challenge the version approved in October 2022.

### **MoVal 2040 Project**

The City retained Kimley-Horn and Rincon Consultants to prepare the 2024 RDEIR and the 2024 CAP for the MoVal 2040 Project, and to incorporate any necessary provisions in the 2024 GPU and 2024 CAP currently mandated by State law, and all revisions mandated by the Court Ruling.

The 2024 GPU is one of three separate documents that comprise the MoVal 2040 Project; the other two documents include the 2024 GPU's Associated Zoning Text and Zoning Atlas Amendments and 2024 CAP. The 2024 GPU incorporates changes to the policy framework and land use designations of the existing 2006 General Plan to guide development and conservation through 2040 and to comply with all applicable new State laws; it also included redlined revisions mandated by the Court Ruling. The Associated Zoning Text and Zoning Atlas Amendments are necessary for implementing the land use policies and regulations set forth and described in the 2024 GPU, such as but not limited to zoning and development standards, and the goals and objectives set forth and described in the 2024 GPU.

Goals of the 2024 GPU include:

- Responding to changes in the City's demographic and economic circumstances.
- Incorporating previously adopted amendments to the 2006 General Plan and associated zone text and Zoning Atlas amendments.
- Addressing new State legislation signed into law since the 2021 GPU was adopted.
- Identifying additional residential capacity to comply with the Housing Element requirements recently mandated by State law, including the requirements of the Regional Housing Needs Assessment.
- Ensuring that the City complies with requirements of the Airport Land Use Compatibility Plan.
- Creating added flexibility for new businesses within the City.
- Implementing the vision for the City of Moreno Valley that was articulated by residents, other interested parties, and the City Council during the public outreach and community engagement activities and events.

The land use concept areas presented in the 2024 GPU include the following:

- A new **Downtown Center with a large central** park was created to implement the City's vision of a vibrant downtown at the heart of the City to serve as a focal point for the community. This Downtown Center will allow for a mix of uses to create the setting for business, entertainment, residential, cultural, and civic uses, making the Downtown Center an activity hub during daytime and evening hours.

- **Center Mixed Uses** were developed around the Moreno Valley Mall and the District shopping areas to expand the City’s housing opportunities and provide for the addition of appropriate commercial uses.
- **Corridor Mixed Uses** were developed to encourage mixed uses along corridors such as Perris Boulevard, including added residential to expand the City’s housing opportunities and to help meet the City’s Regional Housing Needs Allocation (RHNA) obligation as well as to encourage activity in commercial areas.
- The **Business Flex** area consists of business park and commercial uses created to ensure that uses in the Airport Land Use Commission Plan area comply with ALUC requirements.
- **Highway/Office Commercial** was developed to enhance the existing office zone north of the SR-60 around Moreno Beach Drive and Redlands Boulevard.
- **Residential Density Increases** were planned for in additional designated areas in order to help the City meet RHNA requirements and provide additional housing opportunities in compliance with AB 686, signed into law in 2018 (Affirmatively Furthering Fair Housing) which mandates increasing housing choice and opportunity.

Highlights of other 2024 GPU Elements include:

- **Circulation:** Actions include planning to maximize the benefit to the public of new transportation technology, and implementing pilot programs to leverage new transportation technology.
- **Economic Development:** Policies include focusing business attraction efforts on emerging industries, actively promoting Moreno Valley’s assets to position the City as a destination, and promoting and supporting recreational, sporting, cultural, and entertainment events in and around Moreno Valley.
- **Parks and Public Services:** Actions include prioritizing the creation of parks and designing the multi-use trail network to connect parks, plazas and open spaces within the community.
- **Healthy Communities:** Policies include promoting broad awareness of the recreation opportunities offered in Moreno Valley and promoting public spaces that foster positive human interaction and healthy lifestyle.

The 2024 GPU and associated documents can be viewed at: <https://www.moreno-valley.ca.us/cdd/documents/about-projects.html> under the heading Moreno Valley 2040 Project.

The 2024 CAP acts as an evolving guide to help the City build upon existing efforts to reduce GHG emissions in accordance with the community’s and State of California’s aligned climate goals. The 2024 CAP establishes measures and actions specifically

designed to reduce Moreno Valley’s communitywide GHG emissions in line with the State’s goal of reducing GHG emission levels by 40 percent below 1990 levels by 2030 pursuant to Senate Bill (SB) 32 (2016). These measures and actions also guide the City in making substantial progress with reducing community-wide GHG emissions to carbon neutrality by 2045, consistent with the State’s 2045 goal pursuant to AB 1279 (2022). The measures and actions emphasize practical, measurable, and time-bound strategies, providing a framework that can be implemented, monitored and adjusted to best serve the community.

By aligning with the State’s GHG emissions reduction goals and meeting the requirements of CEQA Guidelines Section 15183(b), the 2024 CAP analyzes and mitigates the GHG emissions at a programmatic level and provides CEQA GHG emissions analysis streamlining. The 2024 CAP also meets the requirements of the 2024 RDEIR and 2024 RFEIR and is intended to help guide the community towards proactive, long-term investments that will result in sustainable economic development and carbon neutrality in the City. It’s widely recognized in the State of California that the ability to reach carbon neutrality at the local and State levels will require additional legislation, funding, and technological advancements. As required in the 2024 CAP, future CAP updates will reference regulation updates and additional policies to further address GHG emissions reduction beyond 2030 and prepare the community to achieve the 2045 carbon neutrality target.

In summary, the 2024 CAP, as mandated under State law, describes and demonstrates how the City will comply with the State’s GHG emission reduction standards and goals and presents the opportunity to streamline environmental review of certain future development projects; the 2024 CAP also includes redlined revisions mandated by the Court Ruling.

As discussed above, in the AGO’s October 7, 2025 letter, the AGO had some initial concerns regarding the 2024 CAP, which the AGO subsequently acknowledged that the City adequately addressed.

The Climate Action Plan can be found at the following link:

<https://www.moreno-valley.ca.us/cdd/pdfs/projects/mv2040/MoValClimateActionPlan-Final.pdf>

Zoning consistency with the General Plan is a requirement of State law and zoning must be changed to re-establish consistency “within a reasonable time” upon adoption of a new General Plan Land Use Element (Government Code Section 65860(c)). The Governor’s Office of Land Use and Climate Innovation suggests that when possible, general plan amendments and related zoning changes should be considered simultaneously.

The MoVal 2040 Project’s associated Zone Text and Zoning Atlas Amendments will implement the newly established 2024 GPU zoning designations. Towards this end, the following new zoning designations have been developed:

- DC - Downtown Center
- COMU - Corridor Mixed Use
- CEMU - Center Mixed Use

- B-F - Business Flex
- H O/C - Highway Office/Commercial

A list of permitted uses and development regulations associated with the new zoning designations has been developed consistent with the 2024 GPU policies and vision for each zoning designation. Generally, the zoning designations presented allow for mixed commercial and residential uses. The Business Flex and Highway Office/Commercial zones do not include residential uses, and the Business Flex zone is the only new zone to permit business park/light industrial uses.

Related documents can be found at the following locations:

Municipal Code Text Changes:

<https://moval.gov/cdd/pdfs/projects/mv2040/MuniCodeAmendment.pdf>

Permitted Uses:

<https://www.moreno-valley.ca.us/cdd/pdfs/projects/mv2040/PermittedUses.pdf>

Zoning Atlas Amendments:

<https://www.moreno-valley.ca.us/cdd/pdfs/projects/mv2040/ZoningAtlasAmendments.pdf>

### **General Plan State Regulatory Provisions**

California Government Code Section 65300 et seq. mandates that all counties and cities prepare a general plan that establishes policies and standards for future development, housing affordability, and resource protection. State law encourages cities to keep general plans current through periodic updates. The 2040 GPU includes an update to the 2006 General Plan that will guide future land use decisions in the City, provide a long-term vision for the City, and provide policies and implementing actions that will allow the City to achieve this vision through 2040, the life of the General Plan. The 2024 GPU will be the primary policy document guiding growth and development within the City through the planning horizon year of 2040. Together with the Zoning Ordinance and related sections of the Municipal Code, the 2024 GPU will serve as the basis for planning-related decisions made by City staff, the Moreno Valley Planning Commission, and the Moreno Valley City Council.

A General Plan must include eight (8) mandated elements: Land Use; Circulation; Housing; Conservation; Open Space; Noise; Safety; and Environmental Justice. State law mandates that certain elements of the General Plan be updated as set forth below.

- Land Use Element

The purpose of the Land Use Element is to designate the type, intensity, and general distribution of uses of land for housing, business, industry, open space, education, public buildings and grounds, waste disposal facilities, and other categories of public and private uses.

- Circulation Element

The purpose of the Circulation Element is to identify the general location and extent of existing and proposed major thoroughfares, transportation routes, terminals, and other local public utilities and facilities in a manner that correlates with the Land Use Element.

As a result of the passage of Senate Bill 743, signed into law in 2013, the Circulation Element must include metrics for traffic impact analyses based on Vehicle Miles Traveled (VMT) methodology which has replaced the Level of Service (LOS) methodology that was the former standard used to evaluate and analyze traffic impacts. SB 932, signed into law in 2022, requires the incorporation of the principles of the Federal Highway Administration's Safe System Approach. Additionally, it requires the development of bicycle plans, pedestrian plans, and traffic calming plans based on the policies and goals in the Circulation Element that, among other things, sets goals for initiation and completion of all actions identified in the plans within 25 years of the date of adoption of the modified Circulation Element.

AB 98 also requires jurisdictions within the State's designated Warehouse Concentration Regions, which includes the City of Moreno Valley, to update their Circulation Elements by January 1, 2026, to identify and establish designated truck routes for the movement of goods. AB 98 specifies that routes should avoid residential areas and sensitive receptors, maximize use of interstates, highways, and arterials, and include conspicuous signage for truck routes, truck parking, and truck idling restrictions. Where a truck route cannot avoid a residential area or sensitive receptor, the jurisdiction must adopt mitigation measures to minimize impacts. Jurisdictions must also provide truck route maps in GIS format and condition approvals for logistics uses on compliance with warehouse design standards, housing replacement, air quality monitoring, and truck routing requirements. As discussed above, the AGO is aware of the City's plan to defer the amendment of the 2024 GPU's Circulation Element, as mandated by AB 98, to a later date which will coincide with the proposed adoption of a new truck route map that includes the elimination of a multitude of truck routes that do not currently comply with the "truck route" provisions of AB 98.

- Housing Element

The purpose of the Housing Element is to assess current and projected housing needs for all economic segments of the community, including low-income households and those households with special needs. In addition, the Housing Element embodies policies for providing adequate housing and includes action programs for that purpose. By statute, the Housing Element must be updated every, five or eight years, according to a schedule set by the Department of Housing and Community Development (HCD).

Moreno Valley's Housing Element (which is currently in effect) was certified by the Department on October 11, 2022, and garnered the City the distinguished

designation as a “Prohousing Jurisdiction.” The Housing Element presents a plan for accommodating Moreno Valley’s share of the regional housing need through 2029, projected by the State of California to be 13,595 new homes. The deadline for the next Housing Element is October of 2029. Again, the adoption of Resolution No. 2022-67 in October 2022, approving the City’s current Housing Element, was not subject to any legal challenge. Although the Sierra Club directly attacked the adequacy of the City’s Housing Element, it did not challenge the version approved in October 2022.

- Conservation Element

The purpose of the Conservation Element is to address the conservation, development, and use of natural resources, including water, forests, soils, rivers, and mineral deposits.

- Open Space Element

The purpose of the Open Space Element is to detail plans and measures for the long–range preservation and conservation of open–space lands, including open space for the preservation of natural resources, the managed production of resources, agriculture, outdoor recreation, and public health and safety.

- Noise Element

The purpose of the Noise Element is to identify and appraise noise problems within the community which forms the basis for land use distribution determinations.

- Safety Element

The purpose of the Safety Element is to establish policies and programs to protect the community from risks associated with seismic, geologic, flood, and wildfire hazards, as well as from other concerns such as drought.

SB 379, signed into law in 2015, requires that upon revision of a Local Hazard Mitigation Plan on or after January 1, 2017, the General Plan’s Safety Element must be updated to consider and address flood hazards, wildfire hazards, and hazard mitigation. Moreno Valley’s Local Hazard Mitigation Plan was last updated in July 2025.

- Environmental Justice Element

The purpose of the Environmental Justice Element is to identify objectives and policies to reduce pollution exposure, improve air quality, promote public facilities, improve food access, advance access to housing, and increase physical activity in identified disadvantaged communities.

Environmental Justice became a mandatory element under SB 1000, signed into law in 2016. SB 1000 requires that as of January 2018, California cities with

disadvantaged communities are mandated to incorporate environmental justice policies into their General Plans either by adopting an Environmental Justice Element, or by integrating Environmental Justice goals and policies into the other elements of their General Plans upon concurrent adoption or revision of two or more elements.

The General Plan must be internally consistent to ensure that all the mandatory elements are integrated and compatible. There should be no policy conflicts between the elements of the General Plan and all elements of the General Plan shall have equal legal status. Basically, the concept of internal consistency ensures that the General Plan will be effective and provide the community with a clear understanding of the future development plans of the community. Moreover, as a General Law City, the City is required to make specific findings that all land use entitlements considered by staff, the Planning Commission and the City Council are consistent with the applicable policies of the General Plan.

Failure to comply with statutory requirements related to the General Plan could result in a court compelling adoption and/or injunctions limiting approval of subdivision maps, rezoning, public works projects, or even the issuance of building permits (State of California 2017 General Plan Guidelines p. 258).

In addition to above regulatory mandates that apply to the General Plan Elements, General Plans must be consistent with any applicable Airport Land Use Compatibility (ALUC) Plans. This has been addressed through consultation with the local Airport Land Use Commission staff and the local Airport Land Use Commission.

### **Public Outreach and Engagement**

Significant community public outreach and engagement activities and events were conducted during the development of the 2021 GPU. Additionally, input from a variety of outside agencies was received including the Board of Forestry regarding the Safety Element, and the Airport Land Use Commission. City staff at all levels were actively involved in document preparation, review, and finalization.

Prior to commencing work on the 2021 GPU in 2019, a series of public outreach and engagement activities and events were conducted. The public outreach and engagement activities included, but were not limited to, the following:

- Posting video on social media informing the community of the upcoming 2021 GPU.
- Disseminating flyers at the City's public counter and throughout the community's three library branches, grocery stores, coffee shops, bookstores, physical fitness facilities, etc.).
- Holding pop-up events throughout the City, including booths at the City's Snow Day, Hound Town event, the City's Senior Center, Moreno Valley Mall, Moreno Valley College, and a Census event held at the Moreno Valley Conference and Recreation Center.
- Interviewing designated stakeholders.
- Conducting public workshops (four in person, one online) which included the public

- scoping meeting which was held during the Notice of Preparation review period.
- Holding six General Plan Advisory Committee meetings that were all open to the public.
  - Conducting two online surveys.
  - Providing a presentation for the Planning Commission.
  - Providing two presentations to the City Council.
  - Preparing Executive Summaries of the 2021 GPU in both English and Spanish, which were made available at the City's three public library branches and on the City's website.
  - Dispatching email blasts to the General Plan's interest list on a regular basis to inform interested parties of the progress of the General Plan update.
  - Consulting with local Tribes in 2024 and 2025, as mandated by CEQA.

With respect to the MoVal 2040 Project, the objective was to limit revisions to the 2021 GPU, 2021 CAP and 2021 RFEIR in a manner consistent with the Court Ruling and the air quality mitigation measures negotiated with the AGO, which exceed the basic mandates of AB 98, but are wholly consistent with the Court Ruling and have been adequately analysis in the 2024 RFEIR.

## **ENVIRONMENTAL**

The 2024 RDEIR was prepared for the MoVal 2040 Project and circulated for the State mandated 45-day public review period, commencing July 14, 2025, through August 21, 2025. The 2024 RDEIR was sent to all required State and local agencies, interested parties, and those who commented on the Notice of Preparation, consistent with the requirements of the CEQA and the CEQA Guidelines and was posted on the City's website. The Notice of Availability was published in the Press-Enterprise Newspaper, and the 2024 RDEIR was posted to the State CEQA Clearinghouse for electronic distribution to State agencies and public viewing.

The 2024 RDEIR identifies that the MoVal 2040 Project will result in environmental impacts. Mitigation measures are included to reduce the level of environmental impacts. A summary of impacts, level of significance, and relevant mitigation measures is outlined below:

**Agricultural Resources:** The MoVal 2040 Project would have the potential to impact Prime Farmland, Farmland of Statewide Importance or Unique Farmland to non-farming uses and result in indirect conversion of potential farmland resources to non-agricultural uses. No feasible mitigation exists, and impacts would remain significant and unavoidable.

**Air Quality:** Impacts on air quality would be significant and unavoidable in regard to impacts to air quality plans, ambient air quality standards, and sensitive receptors. Impacts would remain significant and unavoidable with implementation of mitigation measures AQ-1, AQ-2, AQ-3, AQ4, and AQ-5a through AQ-5d.

**Biological Resources:** The MoVal 2040 Project would have the potential to impact sensitive species, riparian habitats, and wetlands. Mitigation was proposed (BIO-1 and

BIO-2), but impacts were determined to remain significant and unavoidable.

**Cultural and Tribal Cultural Resources:** The MoVal 2040 Project would have the potential to impact historic resources, archaeological resources, human remains, and cultural and Tribal cultural resources. Mitigation was proposed (CUL-1, CUL-2, CUL-3, CUL-4, CUL-5, CUL-6, CUL-7, CUL-8, CUL-9, CUL-10, and CUL-11); however, impacts would remain significant and unavoidable.

**Greenhouse Gas Emissions:** Impacts to greenhouse gas emissions would be significant and unavoidable in regard to GHG emissions and GHG plans. Implementation of mitigation measures GHG-1 and GHG-2 and adoption of the 2024 CAP would reduce impacts to less than significant.

**Noise:** Impacts to noise would be significant and unavoidable in regard to traffic noise, construction noise, and construction-related vibration. The MoVal 2040 Project would implement mitigation measures NOS-1 and NOS-2. Impacts to construction noise would remain significant and unavoidable in regard to construction noise with implementation of mitigation measure NOS-1. Implementation of mitigation measure NOS-2 would reduce construction-related vibration impacts to a level less than significant.

**Transportation:** Impacts on vehicle miles traveled would be significant and unavoidable.

The 2024 RFEIR was prepared after the conclusion of the review period for the 2024 RDEIR and includes responses to all public comments received during the review period which can be reviewed at the following locations:

2024 FEIR:

<https://www.moreno-valley.ca.us/cdd/pdfs/projects/mv2040/MoVal2040-RevisedFinalEIR.pdf>

Appendix A - Responses to Comments:

<https://www.moreno-valley.ca.us/cdd/pdfs/projects/mv2040/AppA-updated.pdf>

Appendix B – EMFAC Modeling:

<https://www.moreno-valley.ca.us/cdd/pdfs/projects/mv2040/AppB-updated.pdf>

Appendix C – GHG/Energy Modeling:

<https://www.moreno-valley.ca.us/cdd/pdfs/projects/mv2040/AppC-updated.pdf>

Appendix D – Other Supporting Documentation:

<https://www.moreno-valley.ca.us/cdd/pdfs/projects/mv2040/AppD-updated.pdf>

In cases where impacts cannot be reduced to less than significant levels, CEQA allows the Lead Agency to consider adoption of a Statement of Overriding Considerations and Findings (SOC). CEQA requires that, in order to approve a project that has significant unmitigated environmental impacts, the Lead Agency must adopt an SOC which demonstrates that the Lead Agency has balanced economic, legal, social, technological or other benefits of a proposed project against its unavoidable environmental impacts. This would include project benefits such as creation of jobs or other desired beneficial

project features versus project impacts that cannot be feasibly mitigated to less than significant levels. If the Lead Agency determines benefits of a proposed project outweigh its unavoidable adverse environmental effects, it may adopt an SOC and approve the project. The SOC prepared for the MoVal 2040 Project provides specific documentation of economic benefits the MoVal 2040 Project provides, including annual taxes, job creation and roadway infrastructure improvements.

Incidentally, the 2024 RFEIR includes the revisions made to the 2021 FEIR, that represent minor changes to the Project Description, changes or additions in response to comments received on the 2024 RDEIR, edits to provide clarification, revisions mandated by the Court Ruling, and additions memorializing the air quality mitigation measures negotiated with the AGO. These revisions are shown with ~~striketrough~~ text for deletions and double underline text for additions. The changes do not add significant new information that would affect the analysis or conclusions presented in the 2024 RDEIR.

### **ALTERNATIVES**

1. Approve and authorize the recommended actions as recommended by the Planning Commission and presented in this staff report. (Staff recommend this alternative).
2. Do not approve and authorize the recommended actions as presented in this staff report. (Staff does not recommend this alternative)

### **FISCAL IMPACT**

There is no fiscal impact with the recommended actions.

### **NOTIFICATION**

On April 3, 2026, the public hearing notice for the MoVal 2040 Project was published in the local newspaper (Press Enterprise Newspaper) and posted on the City's website. In addition, the City dispatched notice of the public hearing via postcards to all parties who had requested notification or who had commented on the Notice of Preparation of the 2024 RDEIR and provided a mailing address, and emailed to all parties who had requested notification or who had commented on the Notice of Preparation of RDEIR and who had provided an email address.

### **PREPARATION OF STAFF REPORT**

Co-Prepared By:  
Steven B. Quintanilla  
City Attorney

Co-Prepared By:  
Angelica Frausto-Lupo  
Community Development Director

### **CITY COUNCIL GOALS**

Community Image, Neighborhood Pride and Cleanliness: Promote a sense of community pride and foster an excellent image about our City by developing and

executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

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

### **CITY COUNCIL STRATEGIC PRIORITIES**

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

## Report Approval Details

Document Title:	STAFFREPORT_CDD_GPU Update.docx
Attachments:	<ul style="list-style-type: none"> <li>- FINAL MOVAL 2024 RFEIR RESOLUTION.docx</li> <li>- Exhibit A_FINDINGS OF FACT.pdf</li> <li>- Exhibit B_STATEMENT OF OVERRIDING CONSIDERATIONS.pdf</li> <li>- Exhibit C_MMRP.pdf</li> <li>- Exhibit D_MoVal 2040 Revised Final Program EIR.pdf</li> <li>- FEIR Apx A_Bracketed Comment Letters.pdf</li> <li>- FEIR Apx B_EMFAC Modeling.pdf</li> <li>- FEIR Apx C_GHG Energy Modeling.pdf</li> <li>- FEIR Apx D_Other Supporting Documentation.pdf</li> <li>- Apx A_NOP, SM, NOP Comments.pdf</li> <li>- Apx B_Air Quality Impact Assessment.pdf</li> <li>- Apx C-1_2021 Tribal Letters and Responses.pdf</li> <li>- Apx C-2_2024 Tribal Letters.pdf</li> <li>- Apx D_Noise and Vibration Assessment.pdf</li> <li>- Apx E_VMT Assessment.pdf</li> <li>- Apx F_Energy Calculations.pdf</li> <li>- Apx G_Env Baseline and Horizon Year Forecast.pdf</li> <li>- Apx H_Health Effects and Health Risk Assessment.pdf</li> <li>- Apx I_Strikethrough Version Revised Draft Program EIR.pdf</li> <li>- MoVal 2040 Revised Draft Program EIR.pdf</li> <li>- FINAL 2024 GPU AND 2024 CAP RESOLUTION.docx</li> <li>- Exhibit A Proposed MoVal 2040 General Plan.pdf</li> <li>- Exhibit B Proposed MoVal Climate Action Plan.pdf</li> <li>- Ordinance GPU ZONE AMENDMENTS.docx</li> <li>- Exhibit A Text Amendments.pdf</li> <li>- Exhibit B Map Amendments.pdf</li> <li>- Supplemental Staff Report to PC_ Responses to AG 9.29.25 Comments.pdf</li> <li>- Supplemental Staff Report to PC_ Responses to AG 10.7.25 Comments.pdf</li> <li>- Draft CAP_ Updated Implementation Monitoring Chapter.pdf</li> <li>- CA Attorney General CEQA Letter dated 10.7.25.pdf</li> <li>- Responses to 10.7.25 Comment Letter by KHA.pdf</li> <li>- CA AGO Letter Dated November.17.2025.pdf</li> <li>- Matrix Regarding Negotiated Air Quality Mltigation Measures.pdf</li> <li>- Logistics Facilities Mitigation Measures Ordinance DRAFT.docx</li> </ul>
Final Approval Date:	Apr 16, 2026

This report and all of its attachments were approved and signed as outlined below:

Angelica Frausto-Lupo

Sean Kelleher

Natalia Medina

Felicia London, MPA

Launa Jimenez

Brian Mohan

Patty Rodriguez



To view the staff report and all associated attachments for Public Hearing Item K.1, titled “2024 General Plan Update, Associated Zoning Text and Zoning Atlas Amendment, 2024 Climate Action Plan, and 2024 Revised Final Program Environmental Impact Report,” please visit the City’s public document portal, which can be found here: <https://portal.laserfiche.com/Portal/Browse.aspx?id=1618345&repo=r-ebe39544>

The staff report and all supporting attachments are available for download by clicking on the corresponding links listed under Item K.1.



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Felicia London, Chief Financial Officer/City Treasurer

**AGENDA DATE:** April 21, 2026

**TITLE:** PUBLIC HEARING TO REVIEW THE CDBG, HOME, & ESG PROJECT APPLICATIONS FOR INCLUSION IN PROGRAM YEAR 2026/27 DRAFT ANNUAL ACTION PLAN (REPORT OF: FINANCIAL & MANAGEMENT SERVICES) (DISTRICT: ALL DISTRICTS)

**TITLE SUMMARY:** Public Hearing to review the CDBG, HOME, & ESG project applications for inclusion in Program Year 2026/27 Draft Annual Action Plan

**DISTRICT:** All Districts

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### **Recommendation(s)**

That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grants Program (ESG) programs to allow the public an opportunity to comment on the project applications for inclusion in the draft Program Year (PY) 2026/27 Annual Action Plan.

### **SUMMARY**

Every year, the City is required to submit an Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD). The Annual Action Plan identifies how the CDBG, HOME, and ESG program funds will be utilized to provide programs and projects that benefit low and moderate-income households and neighborhoods. It serves as the City's official grant application to HUD, which must be submitted by May 15, 2026, or sixty days after HUD announces its annual allocations. The applications received for proposed

activities for inclusion in the PY 2026/27 Annual Action Plan for CDBG, HOME, and ESG are summarized in Attachment 1. Staff recommends that the City Council conduct a public hearing to provide the public with an opportunity to review and comment on the qualified project applications for inclusion in the draft PY 2026/27 Annual Action Plan.

## **DISCUSSION**

The Annual Action Plan identifies how Moreno Valley will allocate its CDBG, HOME, and ESG funds for the upcoming program year. The PY 2026/27 Annual Action Plan will serve as the annual update to the City's proposed five-year Consolidated Plan (PY 2023-2028). Tonight's Public Hearing represents one of the Public Hearings in a series of meetings conducted under the City's PY 2026/27 Annual Action Plan schedule. The City Council established CDBG funding priorities at the December 2, 2025, meeting. The following provides a summary of the events that have occurred during the application process to date:

1. November 25, 2025 Finance Subcommittee review of grant Policies and Objectives.
2. December 2, 2025 City Council Public Hearing to review Policies and Objectives and to collect community needs and comments.
3. December 12, 2025 Notification of Notice of Funding Available (NOFA) Publishes.  
Application made available on City website via PlanetBids.
4. January 8, 2026 Virtual Application Workshop.
5. January 30, 2026 Application Submittal Deadline.

The following provides a summary of the events that are scheduled to occur during the continued application process:

6. April 21, 2026 City Council Public Hearing to review received project applications for inclusion in the draft PY 2026/27 Annual Action Plan.
7. May 5, 2026 City Council Public Hearing to approve the PY 2026/27 Annual Action Plan.
8. May 15, 2026 Submittal of Approved PY 2026/27 Annual Action Plan to HUD.

## **HOME Investment Partnerships Program (HOME) – Grant Purpose**

The Home Investment Partnerships Program was established by Title II of the Cranston-Gonzalez National Affordable Housing Act. The objectives of the HOME program include:

1. Expanding the supply of decent and affordable housing, particularly housing for low- and very low-income residents.

2. Strengthening the abilities of State and local governments to design and implement strategies for achieving adequate supplies of decent, affordable housing.
3. Providing financial and technical assistance to participating jurisdictions, including the development of model programs for affordable low-income housing.
4. Extending and strengthening partnerships among all levels of government and the private sector, including for-profit and non-profit organizations, in the production and operation of affordable housing.

**HOME Investment Partnerships Program (HOME) – Funding and Limitations**

<b>Year 2026/2027 Estimated Allocation*</b>	<b>Funding Allocation</b>
Planning and Administration Cap (10% of annual grant)	\$62,315
Mandatory CHDO set-aside (15% of annual grant)	\$93,473
Available for Other Activities	\$467,367
<b>TOTAL Anticipated Allocation</b>	<b>\$623,155</b>
TOTAL Prior Year CHDO Funds	\$413,056
TOTAL Uncommitted Prior Year HOME Funds	\$1,552,404
TOTAL Program Income	\$110,545
<b>TOTAL Estimated Available for Funding</b>	<b>\$2,699,160</b>

*\*HUD has not released the allocations for PY 2026/27; these amounts are estimates based on funding the City has received in prior years.*

**Emergency Solutions Grants Program (ESG) – Grant Purpose**

The objectives of the ESG program are to assist, protect, and improve living conditions for the homeless. The program provides funding to:

1. Engage homeless individuals and families living on the street.
2. Improve the number and quality of emergency shelters for homeless individuals and families.
3. Help operate shelters.
4. Provide essential services to shelter residents.
5. Rapidly re-house homeless individuals and families.
6. Prevent families/individuals from becoming homeless.

**Emergency Solutions Grants Program (ESG) – Funding and Limitations**

<b>Year 2026/2027 Estimated Allocation*</b>	<b>Funding Allocation</b>
Planning and Administration Cap (7.5% of annual grant)	\$12,880

Available for Other Activities	\$158,857
<b>TOTAL Anticipated Allocation</b>	<b>\$171,737</b>
TOTAL Uncommitted Prior Year ESG Funds	\$74,876
<b>TOTAL Estimated Available for Funding</b>	<b>\$246,613</b>

*\*HUD has not released the allocations for PY 2026/27; these amounts are estimates based on funding the City has received in prior years.*

### Community Development Block Grant (CDBG) – Grant Purpose

The Community Development Block Grant program is authorized by Title I of the Housing and Community Development Act of 1974, as amended. The primary objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally for persons of low and moderate income.

The CDBG objective is to be achieved in two ways: First, a grantee can only use funds to assist eligible activities that meet one of three national objectives of the program:

1. Benefit low- and moderate-income persons,
2. Aid in the prevention or elimination of slums and blight, or
3. Meet community development needs having a particular urgency.

Second, at least 70 percent of funds must be spent (over a period of up to 3 years) for activities that address the national objective of benefiting low- and moderate-income persons.

### Community Development Block Grant (CDBG) – Funding and Limitations

<b>Year 2026/2027 Estimated Allocation*</b>	<b>Funding Allocation</b>
Planning and Administration Cap (20% of annual grant)*	\$379,265
Public Services Cap (15% of annual grant)*	\$284,448
Available for Other Activities (65% of annual grant)	\$1,232,613
<b>TOTAL Anticipated Allocation</b>	<b>\$1,896,326</b>
TOTAL Uncommitted Prior Year(s) CDBG Funds**	\$360,698
<b>TOTAL Estimated Available for Funding</b>	<b>\$2,257,024</b>

*\*HUD has not released the allocations for PY 2026/27, these amounts are estimates based on funding the City has received in prior years.*

*\*\* The City may utilize prior-year uncommitted funds only towards non-public service activities.*

Our independent consultant, Avant-Garde Inc., conducted the application review process of the CDBG, HOME, and ESG proposed programs and summaries and requested funding are included in Attachment 1.

## **ALTERNATIVES**

1. Conduct a public hearing providing the public with an opportunity to comment on the applications received for projects for the PY 2026/27 Annual Action Plan and provide an opportunity for the City Council to review the project applications. Staff recommends this alternative as it will allow the grant funds to be allocated and approved within HUDs requirements.
2. Do Not conduct a public hearing providing the public with an opportunity to comment on the applications received for the PY 2026/27 Annual Action Plan, and NOT provide an opportunity for City Council to review the project applications. Staff does not recommend this alternative as it will not allow the grant funds to be allocated and approved within HUDs requirements.

## **FISCAL IMPACT**

Expenses for these programs are reimbursed by the Federal grants. The ESG program requires a 100% match that the City requires its ESG subrecipients to meet. Based on the recommended actions, there is no impact on the General Fund.

## **NOTIFICATION**

Notice of this meeting was published in the Press-Enterprise and La Opinion newspapers on Friday, March 27, 2026. Additional notification was available through the City's website

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Joe Barron  
Grants Division Manager

Department Approval by:  
Felicia London  
Chief Financial Officer/City Treasurer

Concurred By:  
Patty Yhuit  
Deputy Finance Director (Operations)

## **CITY COUNCIL GOALS**

None.

## **CITY COUNCIL STRATEGIC PRIORITIES**

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



## Report Approval Details

Document Title:	STAFFREPORT_FMS_PY26-27ENTITLEMENTFUNDS_PUBLICHEARING_2.docx
Attachments:	- Attachment 1-PY 26-27 MoVal Funding Application Booklet.pdf
Final Approval Date:	Apr 16, 2026

This report and all of its attachments were approved and signed as outlined below:

Natalia Medina

Felicia London, MPA

Launa Jimenez

Brian Mohan

Patty Rodriguez



# **City of Moreno Valley**

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)  
EMERGENCY SOLUTIONS GRANTS PROGRAM (ESG)**

**PROGRAM YEAR 2026/2027**

**APPLICATION REVIEW  
AND  
FUNDING REQUESTS**

**Public Hearing  
April 21, 2026**

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## **SECTION I: OVERVIEW**

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Historically, the City of Moreno Valley (the “City”) has received federal funding on an annual basis from the Department of Housing and Urban Development (HUD) for two formula block grant programs: Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). Since Program Year 2013/2014, the City has also been a direct recipient of Emergency Solutions Grants Program (ESG) funds.

Descriptions of each formula block program (HOME, ESG and CDBG) can be found in Sections II, III, and IV of this report.

The following subsections provide an overview of the Five-Year Consolidated Plan, the Citizen Participation Plan, the Annual Action Plan, Objectives and Policies, and the Program Year (PY) 2026/2027 Application Process and Review.

### **The Five-Year Consolidated Plan**

Every five years, the City of Moreno Valley prepares a Five-Year Consolidated Plan (ConPlan), which describes community needs, resources, priorities, and proposed activities to be undertaken under certain HUD programs, including, HOME, ESG, and CDBG that benefit low and moderate-income households and neighborhoods.

The Consolidated Plan for Fiscal Years 2023/2024 through 2027/2028, outlines the following goals and strategies:

- Public Facilities and Infrastructure Activities
- Fair Housing Activities
- Public Service Activities
- Sheltering Homeless / Homelessness Prevention Activities and Strategies
- Housing and Neighborhood Improvement Activities
- Health, Safety, and Public Welfare
- Economic Development Activities
- Slum and Blight Activities
- Historic Preservation
- Planning and Administration

## **The Citizen Participation Plan**

The City has developed a Citizen Participation Plan (CPP) as a part of the ConPlan that sets forth the policies and procedures to encourage citizen participation in the HOME, ESG, and CDBG Program planning and implementation processes. This CPP provides the method and process by which the City encourages citizen participation in the development of its ConPlan.

A copy of the City's Citizen Participation Plan is available for review at the Grants Division during normal business hours and is available on the City's website at [www.moval.org/publicnotice](http://www.moval.org/publicnotice).

## **The Annual Action Plan**

Each year in May, the City of Moreno Valley is required to submit an update to the ConPlan to HUD, referred to as an Annual Action Plan (AAP). The AAP outlines the specific steps that will be taken during the year to address both the community development and housing priorities of the ConPlan. The AAP identifies how the HOME, ESG, and CDBG Program funds will be utilized to provide programs and projects that benefit low and moderate-income households and neighborhoods.

Copies of the City's AAP for prior program years are available for review through the Grants Division during normal business hours and are also available on the City's website at [www.moval.org/publicnotice](http://www.moval.org/publicnotice).

## **Objectives and Policies**

The City's Objectives for the HOME, ESG, and CDBG programs are summarized below (*listed alphabetically*), and additional detail can be found in the application booklet:

- Capital Improvement Activities
- Economic Development Activities
- Health, Safety, and Public Welfare Activities
- Historic Preservation Activities
- Homeless/Homeless Prevention Activities
- Housing and Neighborhood Improvement Activities
- Public Service Activities
  - Fair Housing Activities
  - Basic Needs Related to Social Services Programs (such as but not limited to emergency food, shelter, homelessness, and abused children advocacy)
  - Programs offering Low-Cost Transportation
  - Free/Low-Cost programs for School-Aged Youth
  - Community Public Safety Programs
  - Employment Services/Programs and Job (Skills) Training

- Slum or Blight Activities
- Planning and Administration

### **PY 2026/2027 Application Process and Review**

On December 12, 2025, the City published Notice of Funding Availability (NOFA) for Program Year 2026/2027 Application for Funding for HOME, ESG, and CDBG. Per the application guidelines, interested parties were to submit their completed applications by January 30, 2026, 2:00 pm. Programs and projects seeking funding from the City of Moreno Valley must address one or more of the Community Development Priorities set forth in the Five-Year Consolidated Plan, in addition to meeting all other conditions as summarized in the application. A copy of the application, which provided additional information on the City's objectives and policies was made available on the City's website.

The City received nineteen (19) applications requesting a total of \$3,287,200 in funding.

As part of the application process in preparation of the Annual Action Plan, the City contracts Avant-Garde, Inc. ("AGI") to review applications for eligibility, compliance, risk analysis, and alignment with City Council approved policies and objectives for the HOME, ESG, and CDBG application proposals.

The summary of applications received is being shared at the Public Hearing scheduled for April 21, 2026. At this meeting, the City of Moreno Valley City Council will review the proposed projects. In line with the City's policies and objectives and the Citizen's Participation Plan, the final project selections will be made by the City Council via Public Hearing on May 05, 2026. The Annual Action Plan is scheduled to be submitted to HUD at least 45 days before the beginning of the program year.

The following sections of this report contain the current applications received for proposed projects for PY 2026/2027.

## Section II: Home Investment Partnerships Program (HOME)

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### Grant Purpose

The Home Investment Partnerships Program was established by Title II of the Cranston-Gonzalez National Affordable Housing Act. The estimated HOME funds available to allocate for PY 2026/2027 are \$2,699,160, which consists of prior year allocations and anticipated funding from HUD.

The objectives of the HOME Program include:

- Expanding the supply of decent and affordable housing; primarily rental housing.
- Strengthening the ability of state and local government to provide adequate supplies of decent, affordable housing.
- Providing financial and technical assistance to participating jurisdictions, including the development of model programs for affordable low-income housing.
- Extending partnerships among all levels of government and the private sector, including for-profit and non-profit organizations, in the production and operation of affordable housing.

### Funding

<b>Program Year 2026/2027 Estimated Allocation*</b>	<b>HOME</b>
Planning and Administration Cap (10% of annual grant)	\$62,315
Mandatory CHDO set-aside (15% of annual grant)	\$93,473
Available for Other Activities	\$467,367
<b>TOTAL Anticipated Allocation</b>	<b>\$623,155</b>
TOTAL Prior Year CHDO Funds	\$413,056
TOTAL Prior Year HOME Funds	\$1,552,404
TOTAL Program Income	\$110,545
<b>TOTAL Estimated Funding</b>	<b>\$2,699,160</b>

*\*HUD has not released the allocations for PY 2026/2027, these amounts are estimates based on funding the City has received in prior years.*

### Applications

The City received one (1) HOME application requesting a total of \$278,000 in HOME funding, leaving uncommitted HOME funds of \$1,852,316 after accounting for PY 26/27 Administration and PY 26/27 CHDO set-aside and prior CHDO set-aside.

**City of Moreno Valley**  
**Program Year 2026/2027**  
 Application Review  
 HOME Investment Partnerships Program (HOME)

App. No.	Applicant	Program	Funding	Activity Type	Program Objective	Funding Allocated PY 2025/2026	Funding Requested PY 2026/2027
N/A	City of Moreno Valley	Planning & Administration	HOME	Planning & Administration	N/A	\$62,361	\$62,315
1	Habitat for Humanity Riverside	Critical Home Repair	HOME	Homeowner Rehabilitation	Housing and Neighborhood Improvement Activities	\$278,000	\$278,000

**Totals**                      **\$340,361.00**    **\$340,315.00**

## Section III: Emergency Solutions Grants Program (ESG)

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### Grant Purpose

The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) amended the McKinney-Vento Homeless Assistance Act, revising the Emergency Shelter Grants Program in significant ways and renaming it the Emergency Solutions Grants Program. The estimated allocation of ESG funds for PY 2026/2027 is \$171,737.

- The ESG program is issued to support local programs in assisting individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. ESG funds are available for five program components:
- Street Outreach (SO)
- Emergency Shelter (ES)
- Rapid Re-Housing (RRH)
- Homeless Management Information System (HMIS)”

### Funding

<b>Program Year 2026/2027 Estimated Allocation*</b>	<b>ESG</b>
Planning and Administration Cap (7.5% of annual grant)	\$12,880
Available for Other Activities	\$158,857
<b>TOTAL Anticipated Allocation</b>	<b>\$171,737</b>
TOTAL Uncommitted Prior Year ESG Funds	\$74,876
<b>TOTAL Estimated Funding</b>	<b>\$246,613</b>

*\*HUD has not released the allocations for PY 2026/2027, these amounts are estimates based on funding the City has received in prior years.*

### Applications

The City received three (3) ESG applications requesting a total of \$ 418,876 in ESG funding.

**City of Moreno Valley**  
**Program Year 2026/2027**  
 Application Review  
 Emergency Solutions Grants Program (ESG)

App. No.	Applicant	Program	Funding	ESG Component	Program Objective	Funding Received PY 2025/2026	Funding Requested PY 2026/2027
N/A	City of Moreno Valley	Planning & Administration	ESG	Planning & Administration	N/A	\$12,900	\$12,880
2	Path of Life Ministries	Emergency Shelter	ESG	Emergency Shelter, Homelessness Prevention and HMIS	Homeless/Homeless Prevention Services	\$103,200	\$172,000
3	The Salvation Army	Rapid Rehousing	ESG	Street Outreach, Emergency Shelter, Rapid Rehousing and HMIS	Homeless/Homeless Prevention Services	N/A	\$172,000
4	City of Moreno Valley	Homelessness Prevention & HMIS	ESG	Homelessness Prevention and HMIS	Homeless/Homeless Prevention Services	N/A	\$74,876
<b>Totals</b>						<b>\$116,100.00</b>	<b>\$431,756</b>

## Section IV: Community Development Block Grant (CDBG)

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### Grant Purpose

The Community Development Block Grant (CDBG) Program is authorized by Title I of the Housing and Community Development Act of 1974, as amended. The primary objective of the CDBG program is to develop viable urban communities by providing the provision of decent housing, a suitable living environment, and expanded economic opportunities, principally for persons of low and moderate income. The estimated allocation of CDBG funds for PY 2026/2027 is \$1,896,326.

The CDBG objective is to be achieved in two ways:

First, a grantee can only use funds to assist eligible activities that meet one of three national objectives of the program:

- Benefit low- and moderate-income persons.
- Aid in the prevention or elimination of slums and/or blight.
- Meet community development needs having a particular urgency.

Second, at least 70 percent of funds must be spent (over a period of up to 3 years) for activities that address the national objective of benefiting low and moderate-income persons.

### Funding and Limitations

<b>Program Year 2026/2027 Estimated Allocation*</b>	<b>CDBG</b>
Planning and Administration Cap (20% of annual grant)	\$379,265
Public Services Cap (15% of annual grant)	\$284,448
Available for Other Activities (65% of annual grant)	\$1,232,613
<b>TOTAL Anticipated Allocation</b>	<b>\$1,1,896,326</b>
TOTAL Uncommitted Prior Year(s) CDBG Funds**	\$360,698
<b>TOTAL Estimated Funding</b>	<b>\$2,257,024</b>

\*HUD has not released the allocations for PY 2026/2027, these amounts are estimates based on funding the City has received in prior years.

\*\* The City may utilize prior-year uncommitted funds only towards non-public service activities.

## **CDBG Public Service – Limited to 15%**

The City's Public Service priorities, as approved by the Council, are recapped below:

**Priority 1:** Fair Housing Activities

**Priority 2:** Basic Needs Related Social Services Programs (such as but not limited to, emergency food and shelter (homelessness), abused children advocacy, and utility assistance)

**Priority 3:** Programs Offering Low-Cost Transportation

**Priority 4:** Free/Low-Cost programs for School-Aged Youth

**Priority 5:** Community Public Safety Programs

**Priority 6:** Employment Services/Programs and Job (Skills) Training

According to the CDBG regulations, the amount of CDBG funds obligated within a program year to support public service activities may not exceed 15% of the annual program allocation. As a result, the City's Public Service cap for projects for program year 2026/2027 is estimated to be limited to **\$284,448**.

There was a total of thirteen (13) public service applications received, totaling a request of \$623,200, exceeding the estimated available funding by \$338,752.

**City of Moreno Valley**  
**Program Year 2026/2027**  
Application Review  
Community Development Block Grant (CDBG)  
**Public Service**

<b>App. No.</b>	<b>Applicant</b>	<b>Program</b>	<b>Funding</b>	<b>Program Objective</b>	<b>CDBG Public Service Priority</b>	<b>Funding Received PY 2025/2026</b>	<b>Funding Requested PY 2026/2027</b>
5	Assistance League of Riverside	Operation School Bell	CDBG	Public Service	Free/Low-Cost Programs for School-Aged Youth	\$25,000	\$30,000
6	Building Up Lives Foundation	Dig Bin Clothing and Emergency Supply Program	CDBG	Public Service	Basic Needs Related Social Services	\$0	\$65,000
7	Diaper Bank of the Inland Empire	Diaper Bank Program	CDBG	Public Service	Basic Needs Related Social Services	\$17,000	\$20,000
8	Fair Housing Council of Riverside County, Inc.	Fair Housing & Landlord-Tenant Counseling	CDBG	Public Service	Fair Housing Activities	\$74,000	\$75,000
9	Family Service Association	Senior Nutrition Program	CDBG	Public Service	Basic Needs Related Social Services	\$30,000	\$30,000
10	Friends of Moreno Valley Senior Center, Inc.	MoVan Senior Transportation Program	CDBG	Public Service	Programs Offering Low-Cost Transportation	\$80,000	\$80,000
11	Operation SafeHouse Inc.	Emergency Shelter for Youth	CDBG	Public Service	Basic Needs Related Social Services	\$15,000	\$15,000
12	Path of Life Ministries	Homeless Outreach Services	CDBG	Public Service	Basic Needs Related Social Services	\$0	\$151,500

App. No.	Applicant	Program	Funding	Funding Type	CDBG Public Service Priority	Funding Received PY 2025/2026	Funding Requested PY 2026/2027
13	Riverside Area Rape Crisis Center dba NORA	Building Safe Communities	CDBG	Public Service	Community Public Safety Programs	\$15,000	\$30,000
14	Springboard Nonprofit Consumer Credit Management, Inc. dba Credit.org	Housing Stability & Senior Homeownership Support Program	CDBG	Public Service	N/A	\$0	\$30,000
15	The Change Community Church	The Change Health Program	CDBG	Public Service	Basic Needs Related Social Services	\$0	\$37,700
16	Unity in Christ Ministries, Inc.	Unity's Senior Health & Nutrition Transport Project	CDBG	Public Service	Basic Needs Related Social Services	\$0	\$25,000
17	Voices for Children	Court Appointed Special Advocate (CASA) Program	CDBG	Public Service	Basic Needs Related Social Services	\$30,000	\$34,000

**Subtotal Public Services Activities    \$286,000.00    \$623,200.00**

### **CDBG Other Activities - 65% (Remaining Allocation)**

After accounting for the Public Service Activities, the remaining allocation available to fund other activities, including Planning & Administration, is \$1,972,576, which includes \$360,698 unprogrammed funds from previous year. There was a total of three (3) applications received for other activities (and a Planning & Administration estimated allocation of \$379,265), totaling \$2,421,265. The total requests exceed the Program Year 2026/2027 estimated available for funding by \$448,689.

**City of Moreno Valley**  
**Program Year 2026/2027**  
Application Review  
Community Development Block Grant (CDBG)  
**Other-65% Funding**

<b>App. No.</b>	<b>Applicant</b>	<b>Program</b>	<b>Funding</b>	<b>Activity Type</b>	<b>Program Objective</b>	<b>Funding Received PY 2025/2026</b>	<b>Funding Requested PY 2026/2027</b>
18	City of Moreno Valley – Capital Projects Division	Pavement Rehabilitation for Various Local Streets (2026)	CDBG	Public Facilities and Improvements	Capital Improvements	\$0	\$1,600,000
19	GRID Alternatives	City of Moreno Valley Low-Income Energy Assistance Program	CDBG	Rehabilitation	Housing and Neighborhood Improvement Activities	\$0	\$120,000
20	Upwards Care Inc.	BOOST Program	CDBG	Microenterprise Assistance	Economic Development	\$150,000	\$322,000
N/A	City of Moreno Valley	Planning and Administration	CDBG	Program Administration	N/A	\$390,803	\$379,265

**Subtotal Other      \$540,803.00      \$2,421,265**

## **Program Year 2026/2027 Applicants Program Descriptions**

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Program Descriptions for each application, as submitted by the applicants, can be found in the subsequent pages.

**City of Moreno Valley**  
Program Year 2026/2027  
HOME Investment Partnerships Program (HOME)  
Applicant Program Description

**Application Number:** 1  
**Funding:** HOME

**Applicant:** Habitat for Humanity Riverside  
**Program:** Critical Home Repair (CHR)

Requested Funding Amount: **\$278,000**  
Total # MV Households Served: 12 Households  
Funding per Person Served: ≈\$23,166 per Household

Program Description:

The Critical Home Repair Program (CHR) is a one-time home preservation service that offers interior and exterior repairs designed to assist homeowners living in single-family homes or mobile homes secured to a permanent foundation as their primary residence within the city limit of Moreno Valley. The interior repairs consist of electrical, plumbing, flooring, wall repairs, kitchen repairs, termite work, air conditioning, insulation, bath repairs, heating and furnaces, ceiling repairs, etc. The program will assist twelve (12) households in the low- to moderate-income range for the repairs needed not to exceed \$18,500.00 per household. The approximate funding amount of \$23,166 per household includes both rehabilitation and program-related costs. Of this total, \$18,500 is allocated exclusively for the rehabilitation of the household, while the remaining balance covers administrative expenses and program implementation.

**City of Moreno Valley**  
Program Year 2026/2027  
Emergency Solutions Grant Program (ESG)  
Applicant Program Description

**Application Number:**                   **2**  
**Funding:**                                   **ESG**

**Applicant: Path of Life Ministries**  
**Program: Emergency Shelter/Homelessness Prevention/HMIS**

ESG Component                                   Emergency Shelter/Homelessness Prevention/HMIS

Requested Funding Amount:               **\$172,000**  
Total # MV People Served:               16 People  
Funding per MV Person Served:       ≈\$10,750 per Person

Program Description:

This project will assist unsheltered individuals and families from Moreno Valley who are staying at Path of Life Ministries emergency shelters. Emergency shelter will provide shelter, showers, three meals, case management, and Enhanced Care Management (ECM) services that address individuals' complex health conditions by connecting them with accelerated health services. Case Managers assess shelter guests' needs and create an Individual Service Plan (ISP), which is reviewed at weekly meetings when progress is evaluated, and new goals are set. They help them obtain legal documents, apply for mainstream benefits, get pre-employment training, connect them with community resources, refer them to medical, mental health, and substance abuse providers, and identify viable housing options. This funding will increase vital case management. Path of Life will also administer ESG funds for Homelessness Prevention (HP) and HMIS activities. The HP component will focus on housing assistance and housing stability through case management, resource coordination, landlord engagement, and referrals to employment and mainstream services.

**City of Moreno Valley**  
Program Year 2026/2027  
Emergency Solutions Grant Program (ESG)  
Applicant Program Description

**Application Number: 3**  
Funding: ESG

**Applicant: The Salvation Army**  
**Program: Moreno Valley Rapid Rehousing Program 2026**

ESG Component                      Rapid Rehousing

Requested Funding Amount:        **\$172,000**  
Total # MV People Served:        20 People  
Funding per MV Person Served:    ≈\$8,600 per Person

Program Description:

The Salvation Army will rapidly rehouse approximately 20 homeless households, including adult individuals and families with children, within the City of Moreno Valley. The project will prioritize reducing the length of time households remain homeless by quickly connecting participants to safe, permanent housing. Program components will include street outreach, emergency shelter coordination, and rapid rehousing services, such as short-term rental assistance, security deposits, and utility assistance. Each household will receive intensive case management, housing navigation, and supportive services focused on income stabilization, employment referrals, benefits enrollment, and landlord engagement. The project's goal is for at least 75% of participating households to maintain stable housing for six months or longer following program entry.

**City of Moreno Valley**  
Program Year 2026/2027  
Emergency Solutions Grant Program (ESG)  
Applicant Program Description

**Application Number:**                   **4**  
**Funding:**                                   **ESG**

**Applicant:** City of Moreno Valley  
**Program:** Moreno Valley Homelessness Prevention Program 2026

ESG Component                                   Homelessness Prevention and HMIS

Requested Funding Amount:           **\$74,876**  
Total # MV People Served:           15 People  
Funding per MV Person Served:   ≈\$4,991 per Person

Program Description:

The City of Moreno Valley will administer ESG funds for Homelessness Prevention (HP) and HMIS activities. The HP component will focus on housing stability through case management, resource coordination, landlord engagement, and referrals to employment and mainstream services. The City will also oversee HMIS to ensure accurate data collection, reporting, and coordination among providers. The project aims to prevent homelessness and support effective service delivery and outcomes tracking.

**City of Moreno Valley**  
Program Year 2026/2027  
Emergency Solutions Grant Program (ESG)  
Applicant Program Description

**Application Number: 5**

Funding: CDBG

**Applicant:** Assistance League of Riverside  
**Program:** Operation School Bell

Funding Type:	Public Service
Public Service Priority:	Free/Low-Cost Programs for School-Aged Youth
Program Objective:	Public Service

Requested Funding Amount:	<b>\$30,000</b>
Total # MV People Served:	425 Persons Assisted
Funding per MV Person Served:	≈\$70.58 per Person

Program Description:

Operating since 1967, Operation School Bell is a program provided to students with a goal of assisting them in removing barriers to learning. The program provides new school clothes and dental kits to homeless and economically disadvantaged children. Through collaboration with nine school districts, students are referred to the program. Referred students are assigned a specific date and time to meet at a local JCPenney store to meet with an Operation School Bell volunteer to guide them in making their school-related purchase.

**City of Moreno Valley**  
Program Year 2026/2027  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number:**                   **6**  
Funding:                                   CDBG

**Applicant:**                               **Building Up Lives Foundation**  
**Program:**                               **Dig Bin Clothing and Emergency Supply Program**

Funding Type:                             Public Service  
Public Service Priority:                 Basic Needs Related Social Services  
Program Objective:                       Public Service

Requested Funding Amount:           **\$65,000**  
Total # MV People Served:           30,000 Persons Assisted  
Funding per MV Person Served:      ≈\$2.16 per Person

Program Description:

With CDBG funding, Building Up Lives Foundation will operate the Dig Bin Clothing and Emergency Supply Program at 23185 Hemlock Ave in Moreno Valley. The program provides clothing, nonperishable food, hygiene items, pet supplies, mylar blankets, medical items, and emergency supplies to low- and moderate-income residents, including unsheltered individuals, domestic violence victims, seniors, and families in crisis. Funding will support 24/7 access through a secure keypad system for law enforcement, social workers, and outreach teams/partnerships. The program will distribute 150,000+ essential items annually and serve 30,000+ individuals. The project improves safety and stability while reducing reliance on emergency services through volunteer operations.

**City of Moreno Valley**  
Program Year 2026/2027  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number:** 7  
**Funding:** CDBG

**Applicant:** Diaper Bank of the Inland Empire  
**Program:** Diaper Bank Program

Funding Type: Public Service  
Public Service Priority: Basic Needs Related Social Services  
Program Objective: Public Service

Requested Funding Amount: **\$20,000**  
Total # MV People Served: 165 People Assisted  
Funding per MV Person Served: ≈\$121.21 per Person

Program Description:

The Diaper Bank of the Inland Empire (DBIE) requests CDBG funding to operate its Diaper Bank Program serving City of Moreno Valley residents. Funds will support the monthly distribution of 50 diapers plus wipes per child to 165 low- and moderate-income residents during the grant period. As the only diaper bank service Moreno Valley, DBIE delivers services through three access points: (1) scheduled direct distribution at DBIE's Riverside facility, (2) distribution through partner community-based organizations serving Moreno Valley families, and (3) mobile diaper distribution in high-need neighborhood. This comprehensive approach reduces barriers related to transportation, childcare schedules, and rural access. CDBG funds will support the purchase, storage, and distribution of diapers and wipes, ensuring families with diaper-dependent children have consistent access to essential hygiene supplies that promote child health and family stability.

**City of Moreno Valley**  
Program Year 2026/2027  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number:** 8  
Funding: CDBG

**Applicant:** Fair Housing Council of Riverside County, Inc  
**Program:** Fair Housing & Landlord Tenant Counseling

Funding Type: Public Service  
Public Service Priority: Fair Housing Activities  
Program Objective: Public Service

Requested Funding Amount: **\$75,000**  
Total # MV Persons Served: 4,000 Persons Assisted  
Funding per MV Person Served: ≈\$18.75 per Person

Program Description:

The Fair Housing Council of Riverside County, Inc. (FHCRC) provides housing counseling services that affirmatively promote and protect housing rights and obligations, particularly for those experiencing adverse housing situations. FHCRC accomplished its mission by providing Anti-Discrimination and Landlord/Tenant counseling. FHCRC services are available at no cost Monday through Friday by phone and at our Moreno Valley office. Each client is tracked from intake through resolution. Workshops and outreach are also conducted after hours and weekends. The components of our services are education, training and technical assistance, and enforcement.

**City of Moreno Valley**  
Program Year 2026/2027  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number:** **9**  
Funding: CDBG

**Applicant:** **Family Service Association**  
**Program:** **Senior Nutrition Program**

Funding Type: Public Service  
Public Service Priority: Basic Needs Related Social Services  
Program Objective: Public Service

Requested Funding Amount: **\$30,000**  
Total # MV Persons Served: 439 Persons Assisted  
Funding per MV Person Served: ≈\$68.34 per Person

Program Description:

Family Service Association's (FSA) Senior Nutrition Program provides one nutritionally balanced meal per day, Monday-Friday, to seniors ages 62 and up. These meals are served in a communal setting at the Moreno Valley Senior Center. FSA does not limit or turn away any senior who comes to the center for a meal. FSA also delivers meals to homebound individuals, in the City of Moreno Valley, who are unable to attend in person due to illness, disability, or lack of transportation.

**City of Moreno Valley**  
Program Year 2026/2027  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number:** 10  
Funding: CDBG

**Applicant:** Friends of Moreno Valley Senior Center, Inc  
**Program:** MoVan Senior Transportation Program

Funding Type: Public Service  
Public Service Priority: Programs Offering Low-Cost Transportation  
Program Objective: Public Service

Requested Funding Amount: **\$80,000**  
Total # MV Persons Served: 100 Persons Assisted  
Funding per MV Person Served: ≈\$800.00

Program Description:

In December 1989, Friends of Moreno Valley Senior Center, Inc. launched the MoVan Transportation Program with a vehicle granted by the CA Dept. of Transportation. MoVan is a non-ADA 12 passenger, plus two wheelchair, capacity van that transports seniors 60+ and disabled adult Moreno Valley residents round trip services to and from the Moreno Valley Senior Center, food distribution pick-ups, senior day trips, and special City events. The cost is \$1.00 for each one-way trip. This project will provide 6,500 one-way rides to 100 residents within Moreno Valley City limits. This funding will assist with paying for the 3rd party Class B drivers, vehicle fees, maintenance fees, and dispatch.

**City of Moreno Valley**  
Program Year 2026/2027  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number:** 11  
**Funding:** CDBG

**Applicant:** Operation SafeHouse  
**Program:** Emergency Shelter for Youth

Funding Type: Public Service  
Public Service Priority: Basic Needs Related Social Services  
Program Objective: Public Service

Requested Funding Amount: **\$15,000**  
Total # MV Persons Served: 25 Persons Assisted  
Funding per MV Person Served: ≈\$600.00 per Person

Program Description:

The proposed project will use CDBG funds to provide core emergency shelter and supportive services to a minimum of 25 runaway, homeless, and at-risk youth from the City of Moreno Valley. Funds will support up to 21 days or emergency shelter per youth, including three meals and two snacks daily, individual group, and family counseling, on-site education, recreation, life skills development, and structured aftercare services. Youth will receive daily counseling support, participate in at least two group sessions per week, and engage in educational programming five days per week while in the shelter. Services are designed to stabilize youth in crisis, improve emotional well-being, strengthen family connections when appropriate, and support safe exits into stable living environments. Operation SafeHouse has partnered with the City of Moreno Valley since 1990 and remains an active collaborator through Youth Opportunity Centers, Moreno Valley Police Department Safe Place partnerships, school-based behavioral health services, and the Citywide Homeless Coalition.

**City of Moreno Valley**  
Program Year 2026/2027  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number:** 12  
Funding: CDBG

**Applicant:** Path of Life Ministries  
**Program:** Homeless Outreach Services

Funding Type: Public Service  
Public Service Priority: Basic Needs Related Social Services  
Program Objective: Public Service

Requested Funding Amount: **\$151,500**  
Total # MV Persons Served: 120 Persons Assisted  
Funding per MV Person Served: ≈\$1,262.50 per Person

Program Description:

The proposed project will address the urgent need for essential services to decrease unsheltered homelessness in Moreno Valley. Path of Life Ministries (POLM) has over 19 years of meeting the needs of unsheltered individuals in Riverside County with HUD funding (CDBG, ESG, and CoC). POLM currently assists the City of Moreno Valley's Code Enforcement and Sheriff Teams as volunteers. CDBG funds will secure our Outreach services to continue to collaborate alongside the City and generate referrals to POLM shelters. Other funding will cover emergency shelter expenses. Upon entering the shelter, a guest can stay for up to 90 days while working on stability and receiving supportive services and referrals.

**City of Moreno Valley**  
Program Year 2026/2027  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number:** 13  
**Funding:** CDBG

**Applicant:** Riverside Area Rape Crisis Center dba NORA  
**Program:** Building Safe Communities

Funding Type: Public Service  
Public Service Priority: Community Public Safety Programs  
Program Objective: Public Service

Requested Funding Amount: **\$30,000**  
Total # MV Persons Served: 70 Persons Assisted  
Funding per MV Person Served: ≈\$428.57

Program Description:

NORA's Strengthening Child and Family Resilience program provides coordinated crisis intervention and ongoing trauma-informed services to victims/survivors of sexual trauma and their families. This program delivers a holistic and coordinated crisis response encompassing 24/7 hotline support, forensic medical exam support, and emergency shelter referrals, in addition to trauma-informed case management including mental health counseling, advocacy, support groups, safety planning, and follow-up support. With CDBG funding, NORA will provide crisis response services to 70 individuals in Moreno Valley, providing at least 25% of those individuals with safety planning and basic needs assessments, and an additional 15% with mental health counseling. NORA's programs integrate prevention and intervention strategies, supporting victims/survivors and their families in healing from trauma, strengthening their resilience, and equipping them with the skills necessary to build healthy relationships. Through this dual approach, we effectively reduce incidences of sexual assault, domestic violence, and child abuse in Moreno Valley.

**City of Moreno Valley**  
Program Year 2026/2027  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number:** 14  
**Funding:** CDBG

**Applicant:** Springboard Nonprofit Consumer Credit Management, Inc. dba Credit.org  
**Program:** Housing Stability & Senior Homeownership Support Program

Funding Type: Public Service  
Public Service Priority: N/A  
Program Objective: Public Service

Requested Funding Amount: **\$30,000**  
Total # MV Persons Served: 60 Persons Assisted  
Funding per MV Person Served: ≈\$500.00

Program Description:

The proposed project will provide housing counseling services to low- and moderate-income residents of the City of Moreno Valley during the program year. The program is designed to support households seeking housing stability through individualized counseling focused on rental/eviction prevention, budgeting related to housing costs, housing retention strategies/mortgage delinquency resolution, and referrals to community resources. Services will be delivered by certified housing counselors using a standardized intake and counseling process to ensure consistency and compliance with HUD CDBG requirements. The program will serve Moreno Valley residents citywide, with eligibility limited to households that meet HUD low- and moderate-income limits. CDBG funds will support eligible program costs associated with direct service delivery, including staff time for counseling, intake, eligibility verification, documentation, and reporting.

**City of Moreno Valley**  
Program Year 2026/2027  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number: 15**  
Funding: CDBG

**Applicant: The Change Community Church**  
**Program: The Change Health Program**

Funding Type: Public Service  
Public Service Priority: Basic Needs Related Social Services  
Program Objective: Public Service

Requested Funding Amount: **\$37,700**  
Total # MV Persons Served: 400 Persons Assisted  
Funding per MV Person Served: ≈\$94.25

Program Description:

Since 2010, The Change Community Church has been dedicated to feeding, clothing, and caring for individuals from all walks of life in Moreno Valley. Each month, TCCC serves hundreds of clients, including military veterans, low-income families, seniors, and those who are food and housing insecure. In collaboration with Better Days Integrated Program (BDIPS), TCCC is focused on expanding its existing public health services program to impact more lives. BDIPS is an organization that advocates for health and well-being. By working together with individuals, businesses, and other organizations, we aim to extend our social, health and therapeutic services and programs throughout Moreno Valley. Our collaboration is designed to help individuals achieve emotional health, productivity, and balance in their work, school, and personal lives. Our driving force is to ensure that resources remain within the community, allowing those we assist to receive localized support tailored to their specific needs.

**City of Moreno Valley**  
Program Year 2026/2027  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number:**                   **16**  
**Funding:**                                   **CDBG**

**Applicant:**                               **Unity in Christ Ministries, Inc.**  
**Program:**                               **Unity's Senior Health & Nutrition Transport Project**

Funding Type:                               Public Service  
Public Service Priority:                   Basic Needs Related Social Services  
Program Objective:                       Public Service

Requested Funding Amount:           **\$25,000**  
Total # MV Persons Served:           125 Persons Assisted  
Funding per MV Person Served:      ≈\$200.00

Program Description:

With growing concerns about health, housing, and hunger there is an increasing demand for nutritious meals that not only address seniors' hunger but also promote long-term health. Unity in Christ Ministries, Inc. plan is to enhance the impact of their outreach programs to provide healthy meals for the aging population in Moreno Valley. Unity's Senior Health & Nutrition Transport Project serves approximately 75 to 125 seniors aged 65 and older. Their goal is not only to feed these citizens but also to create tailored meal plans based on their dietary needs and health parameters. Unity will deliver meals, toiletries, personal care products, and cleaning supplies directly to their residences, eliminating the need for them to seek or pay for transportation just to obtain a healthy meal. By utilizing Grove Meal and their own 12-seater van, donated by the Riverside Transit Authority, Unity aims to improve the nutritional health of seniors in Moreno Valley.

**City of Moreno Valley**  
Program Year 2026/2027  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number:** 17  
**Funding:** CDBG

**Applicant:** **Voices for Children**  
**Program:** **Court Appointed Special Advocate (CASA) Program**

Funding Type: Public Service  
Public Service Priority: Basic Needs Related Social Services  
Program Objective: Public Service

Requested Funding Amount: **\$34,000**  
Total # MV Persons Served: 17 Persons Assisted  
Funding per MV Person Served: ≈\$2,000 per Person

Program Description:

Voices for Children (VFC) ensures that children living in foster care who have experienced abuse or neglect have a consistent, trained advocate who promotes their safety, stability, and well-being. VFC recruits, screens, and trains community volunteers to serve as Court Appointed Special Advocates (CASAs), who provide individualized advocacy in court, in school, and across every system a child encounters. CASAs help reduce the long-term effects of trauma and Adverse Childhood Experiences (ACEs), strengthen educational and health outcomes, and support a child's path to permanency and long-term stability. A \$34,000 investment will provide 17 Moreno Valley children with CASA support, an average cost of \$2,000 per child, a highly efficient model given the intensity of services provided. Funding will support Advocacy Supervisors' salaries: each supervises 40-50 CASA volunteers and ensures 24/7 case guidance, review of every court report, and attendance at essential meetings.

**City of Moreno Valley**  
Program Year 2026/2027  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number:** 18  
**Funding:** CDBG

**Applicant:** City Of Moreno Valley – Capital Projects Division  
**Program:** Pavement Rehabilitation for Various Local Streets (2026)

**Funding Type:** Public Facilities and Improvements  
**Program Objective:** Capital Improvements

**Requested Funding Amount:** \$1,600,000  
**Total # MV Persons Served:** 2,780 Persons Benefitted, approximately  
**Funding per MV Person Served:** ≈\$575.54 per Beneficiary

Program Description:

This project will provide new pavement construction and pavement rehabilitation for 23 local streets located within the City's HUD-CDBG target areas. The work will address streets that are severely distressed by removing existing 2-inch asphalt pavement surface and replacing it with a new asphalt surface of equal thickness. These improvements will restore safe and reliable road conditions, extend the useful life of neighborhood streets, and enhance the overall appearance of the surrounding communities. By investing in essential infrastructure within HUD-CDBG target areas, the project will support safer travel for residents, improve access for emergency and service vehicles, and contribute to the long-term neighborhood stability.

**City of Moreno Valley**  
Program Year 2026/2027  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number:** 19  
**Funding:** CDBG

**Applicant:** GRID Alternatives Inland Empire  
**Program:** City of Moreno Valley Low-Income Energy Assistance Program

**Funding Type:** Rehabilitation  
**Program Objective:** Housing and Neighborhood Improvement Activities

**Requested Funding Amount:** \$120,000  
**Total # MV Households Served:** 7 Households Assisted  
**Funding per MV Person Served:** ≈\$17,142.86 per Household

Program Description:

GRID Alternatives will install solar electric and battery systems in Moreno Valley for seven (7) low-income homeowners earning no more than 80% of AMI. Of the proposed funds \$60,000 will be allocated to provide roof repair and electrical upgrades to make homes suitable for solar electric system installation. These installations will also benefit GRID's job trainees and volunteer participants with opportunities to gain hands-on experience. Each solar installation generates impact outcomes that include long-term financial and wellbeing benefits for low-income families; hands-on experience for job trainees and volunteers; and environmental benefits for the community through the reduction in greenhouse gas emissions.

**City of Moreno Valley**  
Program Year 2026/2027  
Community Development Block Grant (CDBG)  
Applicant Program Description

**Application Number: 20**  
Funding: CDBG

**Applicant: Upwards Care Inc.**  
**Program: BOOST (Business Operation & Optimization Support Tools)**

Funding Type: Microenterprise Assistance  
Program Objective: Economic Development

Requested Funding Amount: **\$322,000**  
Total # MV Businesses Assisted: 35 Businesses Assisted  
Funding per MV Business Assisted: ≈\$9,200 per Business

Program Description:

The Boost Program will provide targeted business and technical assistance to 35 LMI microenterprise childcare providers. Over 12 months, participants will receive personalized coaching and access to digital tools, including marketing support, enrollment automation, and operational management systems, to streamline operations and improve financial sustainability. The program aims to support 35 microenterprise businesses with creating a business action plan, creating 10 new teaching assistant jobs, expanding access for families to over 175 new childcare slots in underserved communities. By stabilizing and growing local childcare businesses, Boost enhances economic opportunities, improves access to quality, affordable childcare and strengthens the community's overall economic resilience. Data tracking and quarterly reporting will ensure that program goals are met, providing the same proven, measurable outcomes as our year one program in Moreno Valley.



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Patty Rodriguez, Manager of the Office of the Mayor and City Council/City Clerk

**AGENDA DATE:** April 21, 2026

**TITLE:** **ADOPTION OF RESOLUTION SUPPORTING AB 2083 TO FORM THE MORENO VALLEY-PERRIS CHILDCARE SPECIAL DISTRICT AND AUTHORIZE CITY REPRESENTATION ON THE GOVERNING BOARD (REPORT OF: CITY CLERK) (DISTRICT: ALL DISTRICTS)**

**TITLE SUMMARY:** Adoption of Resolution Supporting Assembly Bill 2083 to Establish the Moreno Valley-Perris ChildCare Special District and Authorize City Participation

**DISTRICT:** All Districts

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### **Recommendation(s)**

That the City Council:

1. Adopt Resolution No. 2026-XX supporting Assembly Bill 2083 to establish a Moreno Valley-Perris ChildCare Special District.
2. Express the City's intent to participate in the governance of the ChildCare District, including appointing representatives to the District board.

### **SUMMARY**

On February 17, 2026, Council sent a letter of support for the "Moreno Valley-Perris Childcare Special District Act". At that time, there was no bill number assigned to the legislation.

Adoption of this resolution formally supports Assembly Bill 2083, which proposes the creation of the Moreno Valley-Perris ChildCare Special District to expand childcare capacity and improve affordability.

Up to \$5 million in state planning and implementation grants, pursued by Assemblymember Corey A. Jackson, is available to support startup, staffing, and strategic planning for the District. Long-term District operations and funding will require voter approval.

Adoption of this resolution also confirms the City's intent to participate in District governance, ensuring local oversight and alignment with community childcare needs.

## **DISCUSSION**

Many families in Moreno Valley and Perris face challenges accessing affordable, flexible childcare, particularly home-based, center-based, overnight, or after-hours care. AB 2083 proposes the creation of a dependent ChildCare Special District to address these needs.

Primary functions of the proposed District are:

- **Comprehensive Services:** Offers flexible childcare options, including 24/7 care, to meet the diverse needs of working families.
- **City Participation:** Confirms the City's intent to participate in District governance, providing local oversight.
- **Support for Existing Providers:** Expands capacity and improves quality of current childcare programs without replacing existing providers.
- **Initial Funding:** Up to \$5 million in state planning and implementation grant funding, pursued by Assemblymember Corey A. Jackson, is available to support startup, staffing, and strategic planning for the District. Long-term District operations and funding will require voter approval.

City participation ensures that the District operates in alignment with local priorities, advancing family support and workforce participation in the community.

## **ALTERNATIVES**

1. Approve and authorize the recommended actions as presented in this staff report. *Adopt the resolution in support of AB2083 and express intent to participate in District governance.*
2. Do not approve the recommended actions: *Decline to adopt the resolution or participate in governance.*

## **FISCAL IMPACT**

There is no fiscal impact to the City. Participation in District governance does not require City funding or financial contribution.

Up to \$5 million in state planning and implementation grant funding is available to support initial startup and strategic planning for the District. This funding is state-authorized and intended for planning and implementation purposes only.

Long-term District funding and operations would be determined by the District and will require voter approval.

## **NOTIFICATION**

Published Agenda.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Jasmin Rivera  
Executive Assistant to the Mayor and Council

Department Head Approval:  
Patty Rodriguez  
Manager of the Office of Mayor and City  
Council/City Clerk

## **CITY COUNCIL STRATEGIC PRIORITIES**

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

## Report Approval Details

Document Title:	STAFFREPORT_CC_ASSEMBLYBILL_2083.docx
Attachments:	- AB 2083 Resolution.pdf
Final Approval Date:	Apr 16, 2026

This report and all of its attachments were approved and signed as outlined below:

Natalia Medina

Felicia London, MPA

Launa Jimenez

Brian Mohan

Patty Rodriguez

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, SUPPORTING ASSEMBLY BILL 2083 TO ESTABLISH A MORENO VALLEY-PERRIS CHILDCARE SPECIAL DISTRICT ACT TO EXPAND CHILDCARE CAPACITY

WHEREAS, Assembly Bill 2083, authored by Assemblymember Corey A. Jackson, would authorize the creation of a ChildCare District to support local economic development by enabling parents participation in the workforce, promote the financial upward mobility of families, and advance the early education and social development of children; and

WHEREAS, the Act would help bridge home-based and center-based childcare programs, thereby improving accessibility to quality childcare services within the communities of Moreno Valley and Perris; and

WHEREAS, the Act will provide comprehensive childcare services, including 24-hour, seven-day-a-week care, to meet the needs of working families with nontraditional or extended work schedules; and

WHEREAS, the Act would establish the ChildCare District as a dependent special district to ensure a coordinated framework for addressing childcare infrastructure, long-term sustainability, daily operations, and childcare services; and

WHEREAS, the City Council acknowledges that participation in the governance structure of the proposed ChildCare District, including representation on its governing board, would support local oversight, accountability, and alignment with community needs; and

WHEREAS, the City Council finds that supporting this legislation aligns with the City's commitment to strengthening families, promoting economic growth, and enhancing community well-being.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council hereby formally supports Assembly Bill 2083, authored by Assemblymember Corey A. Jackson, which authorizes the creation of a ChildCare District to expand childcare capacity, improve affordability, and provide comprehensive services, including 24-hour, seven-day-a-week childcare for working families.

1  
Resolution No. 2026-XX  
Date Adopted: April 21, 2026

Section 2. The City Council expresses its intent to participate in the governance of the proposed ChildCare District and agrees to serve as a participating entity, including representation on the District's governing board, subject to the provisions and requirements established by state law.

APPROVED AND ADOPTED this 21 day of April, 2026.

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Ulises Cabrera  
Mayor  
City of Moreno Valley

ATTEST:

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M. Patricia Rodriguez, City Clerk

APPROVED AS TO FORM:

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Steven B. Quintanilla, City Attorney

2  
Resolution No. 2026-XX  
Date Adopted: April 21, 2026

RESOLUTION JURAT

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

I, M. Patricia Rodriguez, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2026-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the April day of 21, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

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M. PATRICIA RODRIGUEZ, CITY CLERK

(SEAL)

3  
Resolution No. 2026-XX  
Date Adopted: April 21, 2026



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Brian Mohan, City Manager

**AGENDA DATE:** April 21, 2026

**TITLE:** APPROVAL OF REVISIONS TO POLICY 1.10 REGARDING BOARD AND COMMISSION TERM LIMITS AND PLANNING COMMISSION INTERVIEW PROCEDURES (REPORT OF: CITY MANAGER) (DISTRICT: ALL DISTRICTS)

**TITLE SUMMARY:** Approve Policy 1.10 – City Council Advisory Boards & Commissions, Revise Section II – Boards and Commissions, Subsection F – Terms, and Revise Section III – Appointment Procedures to Add Subsection G: Planning Commission Interview Process

**DISTRICT:** All Districts

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### **Recommendation(s)**

That the City Council:

1. Approve Policy 1.10 – City Council Advisory Boards & Commissions, revise Section II – Boards and Commissions, Subsection F – Terms to establish term limits, and revise Section III – Appointment Procedures to add Subsection G: Planning Commission Interview Process.

### **SUMMARY**

At the October 7, 2025 City Council meeting, direction was provided to require that Planning Commission appointments be conducted in open session and include an interview process.

On April 7, 2026, the City Council provided additional direction to staff to return with proposed revisions to Policy 1.10 – City Council Advisory Boards and Commissions to

both formalize the Planning Commission interview process and establish three-term limits for members serving on advisory boards and commissions.

In response, staff has prepared proposed amendments to Policy 1.10 to incorporate these changes within the City's established governance and appointment procedures.

## **DISCUSSION**

In light of the foregoing, the proposed amendments to Policy 1.10 are reflected within the following sections:

### **Section II – Boards and Commissions, Subsection F – Terms**

Revise Subsection F – Terms to include the following:

No person who has served three successive terms as a member of the same advisory board or commission shall be eligible for reappointment to that advisory board or commission. For purposes of this section, any member who serves for two years or more of a term, whether appointed or unexpired, shall be deemed to have served a full term. Neither terms completed prior to the effective date of this provision nor terms in progress at the time this provision takes effect shall count toward the three term limit of this section.

### **Section III – Appointment Procedures**

Add Subsection G as follows:

#### **G. Planning Commission Appointments – Interview Process**

All Planning Commission appointments shall be conducted in open session and shall include an interview process by the City Council prior to any appointment action, consistent with the Ralph M. Brown Act.

## **ALTERNATIVES**

1. Approve staff's recommendations. *Staff recommends this alternative.*
2. Do not approve staff's recommendations. *Staff does not recommend this alternative.*

## **FISCAL IMPACT**

There is no fiscal impact associated with these proposed amendments.

## **NOTIFICATION**

Posting of the Agenda.

## **PREPARATION OF STAFF REPORT**

Prepared By:  
Johncito "John" Peraza

Department Head Approval:  
Brian Mohan

**CITY COUNCIL GOALS**

**CITY COUNCIL STRATEGIC PRIORITIES**

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

## Report Approval Details

Document Title:	STAFFREPORT_CM_POLICY1.10_REVISIONS.docx
Attachments:	- Draft - 1.10 CC Adv Board.Comm. 9.16.25.docx
Final Approval Date:	Apr 16, 2026

This report and all of its attachments were approved and signed as outlined below:

Brian Mohan

Natalia Medina

Felicia London, MPA

Launa Jimenez

Patty Rodriguez

CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS

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**I. Policy**

- A. *Intent* - The intent of this policy is to define, describe and address various matters related to city council advisory boards and commissions that are not otherwise defined, described or addressed by ordinance or state law.
- B. *Establishment* – The city council may establish advisory boards and commissions, from time to time, by ordinance or resolution, as part of the sub-government of the city and set forth their powers and duties.
- C. *Purpose* - The purpose of establishing advisory boards and commissions is to: (1) provide an additional forum and opportunity for community participation in the public decision making process; (2) perform specific administrative acts on behalf of the city as may be directed by the city council or the staff liaison; (3) provide advice to the city council on specific policy-related issues as may be requested or directed by the city council or recommended by the staff liaison.
- D. *Scope* – The provisions set forth in this policy apply to all advisory boards and commissions, unless otherwise provided by ordinance or state law.

**II. Boards and Commissions**

- A. *Rules of Procedure* – The latest version of Rosenberg’s Rules of Order (Simple Rules of Parliamentary Procedure of the 21<sup>st</sup> Century) shall govern the conduct of meetings of all advisory boards and commissions, unless otherwise provided by ordinance or state law. The city clerk shall maintain the latest version of Rosenberg’s Rules of Order which the staff liaison shall use and reference when necessary.
- B. *Ralph M. Brown Act* – The Ralph M. Brown Act shall apply to all commissioners and all advisory boards and commissions.
- C. *Representation* – Each newly created advisory board or commission shall consist of at least five voting members and two alternate members. Each advisory board and commission shall have a voting member recommended or nominated by each district councilmember, with the fifth voting member and two alternate members reserved for those recommended or nominated by the mayor. Nothing set forth herein shall preclude the city council from creating advisory boards and commissions with additional voting members and alternate members.
- D. *Alternate Members* – Alternate members shall be entitled to vote only when filling in for an absent voting member at a meeting.

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Approved by: City Council  
February 22, 2000

Revised: April 2, 2019, March 18, 2025, September 16, 2025

CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS

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E. *Quorum* – A quorum shall be necessary to conduct an official meeting of any advisory board or commission.

F. *Terms* – The initial terms of office for any newly created advisory board or commission shall be staggered with an odd number of members serving an initial term consisting of an odd number of years and an even number of members serving an initial term of an even number of years, with all subsequent terms set at two to four years for each member.

No person who has served three successive terms as a member of the same advisory board or commission shall be eligible for reappointment to that advisory board or commission. For purposes of this section, any member who serves for two years or more of a term, whether appointed or unexpired, shall be deemed to have served a full term. Neither terms completed prior to the effective date of this provision nor terms in progress at the time this provision takes effect shall count toward the three-term limit.

F.G. *Term Extensions* – Notwithstanding the designated terms, a term shall be subject to automatic extension until the respective member's successor is officially appointed and assumes office.

G.H. *Chairperson Designation* – At the first meeting of each fiscal year, or as soon thereafter, or as otherwise provided by the city council, each advisory board or commission shall designate a chairperson and vice-chairperson from amongst its members. The chairperson shall serve as the presiding officer of the respective advisory board or commission, and the vice-chairperson shall serve as the presiding officer in the absence of the chairperson. A majority of the advisory board or commission may remove the chairperson or vice-chairperson at any time with or without cause. The decision to remove the chairperson or vice-chairperson shall not be subject to appeal to the city council.

H.I. *Meeting Minutes* - The minutes of all advisory board and commission meetings shall be filed with, and maintained by, the pertinent departments or divisions and shall be maintained according to the City's Records Retention Schedule.

I.J. *No Compensation* – No member shall receive any compensation or stipend for his or her services while serving on an advisory board or commission, unless otherwise provided by ordinance or state law.

J.K. *Reimbursement* – A member may be entitled to reimbursement for any personal expenditures (not including time) related to the purchase or procurement of any supplies

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Approved by: City Council

February 22, 2000

Revised: April 2, 2019, March 18, 2025, September 16, 2025

CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS

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or equipment only if such expenditures were authorized beforehand by the pertinent department director or designee and approved by the respective advisory board or commission as an agenda item at a duly noticed public meeting.

K.L. *Attendance Sheet* – Each staff liaison shall prepare and maintain an ongoing regular meeting attendance sheet for their respective advisory boards and commissions throughout each fiscal year and submit the same to the city clerk after the last regular meeting of the month of each of their advisory boards and commissions. The city clerk shall submit a master attendance sheet to the city council at the first regular city council meeting of each month as a consent calendar item. Attendance sheets shall include the name of the advisory board and commission, the name of each member, and whether the member was in attendance or absent for each listed regular meeting, and if absent whether the absence was excused or unexcused.

L.M. *Absences* – Any member who may not be able to attend a scheduled advisory board or commission meeting and wants to be excused from attending said advisory board or commission meeting shall promptly notify the staff liaison as soon as possible, via email or text, unless otherwise prohibited due to illness or technological infeasibility, the reason or reasons why the member cannot attend the subject meeting. The staff liaison shall forward a copy of the request to be excused to the entire advisory board or commission immediately upon receipt of the request to be excused by the staff liaison. The staff liaison shall verbally disclose at the advisory board or commission meeting, at the appropriate time on the agenda, any requests to be excused received from any member. The advisory board or commission shall approve a request to be excused if the absence is due to any of the following: (1) the member is ill; (2) the member has to provide care to an ill spouse, domestic partner or other partner or dependent who resides with the member, (3) the member must attend an official city event approved by the advisory board or commission or city council, or (4) for any other reason approved by a 2/3<sup>rd</sup> vote of the respective advisory board or commission. The action taken by the advisory board or commission on a request to be excused from attending an advisory board or commission meeting shall be included in the minutes of the respective advisory board or commission meeting.

M.N. *Excessive Un-Excused Absences*. Any member who has accumulated more than three unexcused absences during any given fiscal year (from July 1 through June 30) shall be deemed to have automatically forfeited his or her office as a member. There shall be no appeal or reconsideration of such an automatic forfeiture of office.

N.O. *Regular Meetings* – Regular meetings may be scheduled on an as-needed basis provided that at least 72 hours advanced notice is provided as required by the Brown Act. In the alternative, regular meetings may be set by ordinance or resolution adopted

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February 22, 2000

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CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS

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by the city council or via resolution adopted by the respective advisory board or commission, along with meeting times and location.

~~O.P.~~ *Special Meetings* – Pursuant to the Brown Act, special meetings may be called at any time by the presiding officer of the respective advisory board or commission, or by a majority of the members of the advisory board or commission, subject to providing at least 24 hours advance notice as required by the Brown Act.

~~P.Q.~~ *Action* – All advisory boards and commissions shall take final action by either minute order of resolution. Advisory boards or commissions shall not be authorized to adopt ordinances.

~~Q.R.~~ *Ad-Hoc Advisory Subcommittees* – The chairperson may establish, on an as-needed basis, an ad-hoc advisory subcommittee to review any issue or item within the subject matter jurisdiction of the respective advisory board or commission, which shall not be subject to the Brown Act, provided the ad-hoc advisory subcommittee consist of less than a quorum of the subject advisory board or commission, serves a limited or single purpose, functions for a temporary period of time, and is dissolved once the ad-hoc advisory subcommittee's specific task is completed.

~~R.S.~~ *Standing Committees* – A majority of any advisory board or commission may establish, on an as-needed basis, a standing committee, to review and monitor any issue or item within the subject matter jurisdiction of the respective advisory board or commission, which shall be subject to the Brown Act, regardless of its composition and number of members, if it has continuing subject matter jurisdiction over the respective issue or item or a meeting schedule set by resolution or other formal action of the advisory board or commission.

~~S.T.~~ *City Council Liaison* - The city council may appoint a councilmember to serve as a council liaison to any advisory board or commission it so chooses. The council liaison shall attend at least one advisory board or commission meeting per fiscal year (from July 1 through June 30) and any additional meetings on an as-needed or as-requested basis, subject to the council liaison's availability. The role of the council liaison includes the following: (a) serving as a liaison between the advisory board or commission and city council; (b) informing the respective advisory board or commission regarding any city council direction or requests; (c) providing clarification to the respective advisory board or commission regarding any city council direction or requests; and (d) reporting on the status of various assignments and matters under consideration by the subject advisory board or commission to the city council. The council liaison shall not be authorized to vote and shall refrain from participating in an advisory board or commission's

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Approved by: City Council  
February 22, 2000

Revised: April 2, 2019, March 18, 2025, September 16, 2025

CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS

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discussions or deliberations.

- a. *Attendance Sheet* – Each staff liaison shall prepare and maintain an ongoing regular meeting attendance sheet for their respective advisory boards and commissions throughout each fiscal year and submit the same to the city clerk after the last regular meeting of the month of each of their advisory boards and commission. The city clerk shall submit a master attendance sheet to the city council at the first regular city council meeting of each month as a consent calendar item. Attendance sheets shall include the name of the advisory board and commission, the name of each Council Liaison, and whether the Liaison was in attendance or absent for each listed regular meeting.
- U. *Staff Liaison* - The pertinent department director or designee shall designate a staff member, with the consent of the city manager, to serve as a staff liaison to each advisory board and commission. The staff liaison shall provide administrative assistance to the staff liaison's assigned advisory board or commission.
- V. *Administrative Assistance* - Administrative assistance shall include: (a) scheduling meetings and making necessary arrangements, such as, but not limited to confirming each member's availability and venue availability; (b) preparing agendas; (c) preparing staff reports; (d) preparing minutes; (e) preparing and providing any required public notice; (f) taking roll call during meetings; (g) processing requests for excused absences; (h) serving as parliamentarian during meetings; (i) conducting and providing any follow-up, including research, regarding matters requested by formal action of the staff liaison's assigned advisory board or commission; (j) serving as a liaison between the advisory board or commission and city staff, council liaison, and other entities including, without limitation, any pertinent city departments and divisions, public agencies and private entities; (k) providing assistance as may be requested from time-to-time by the staff liaison's department director or designee; and (l) providing assistance as may be requested from time-to-time by the council liaison provided the assistance is related to the subject matter jurisdiction of the staff liaison's assigned advisory board or commission. Notwithstanding the above, the pertinent department director or designee may modify, revise, postpone or cancel any of the above administrative assistance if deemed necessary under the subject circumstances at the time.

### III. Appointment Procedures

- A. *Appointments* – Pursuant to state law, the mayor shall make all advisory board and commissioner appointments subject to the approval of a majority vote of the entire membership of the city council in an open session meeting of the city council, based on nominations or recommendations submitted by each district councilmember for those member seats designated for district-based appointments. This is intended to ensure that

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Approved by: City Council  
February 22, 2000

Revised: April 2, 2019, March 18, 2025, September 16, 2025

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CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS

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there is representation of each district on each advisory board or commission. The mayor is authorized to appoint, subject to approval by majority vote of the entire membership of the city council any additional members to any advisory board or commission that already has a representative from each district who was nominated or recommended by the respective district councilmember, provided that such additional members do not result in disproportionate representation by any given district on the respective advisory board or commission. The mayor may appoint alternate members to advisory boards and commissions subject to approval by majority vote of the entire membership of the city council provided that such appointments do not result in disproportionate representation by any given district on the respective advisory board or commission.

- B. *Local Appointments List* - The city clerk shall prepare an appointments list of all regular and ongoing boards and commissions which are appointed by the city council in accordance with applicable state law.
- C. *Special Vacancy Notice* - Whenever an unscheduled vacancy occurs on any advisory board or commission, the city clerk shall, as soon as practicable, post a special vacancy notice in the city clerk's office, on the city's website and at the same physical locations the city council regular meeting agendas are posted.
- D. *Appointment Application* - All applicants, including incumbents, seeking appointment as a member to any advisory board or commission shall complete the standard application form provided by the city clerk which shall be submitted to the city clerk for processing and consideration. Incomplete applications shall be returned to the applicant as incomplete and will not be accepted for processing unless a complete application is submitted. Complete applications submitted after the applicable application deadline shall be rejected. There shall be no appeal or reconsideration of any applications rejected as incomplete or late.
- E. *Filling Unexpired Terms* – Vacancies created prior to the expiration of a member's term of office shall be filled for the remaining term of said vacancy, with priority provided to alternate members who reside in the same district as the member who previously occupied the vacated office.
- F. *At-Will Service* – Service as a member of any advisory board or commission shall be at-will, meaning that any member may be removed, dismissed or discharged at any time with or without cause, upon a recommendation of the councilmember, who nominated or recommended the subject appointment in the first place, and approval of the city council at a duly noticed meeting of the city council. The decision to remove, dismiss or discharge a member shall be deemed final and shall not be subject to appeal or reconsideration.

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Approved by: City Council  
February 22, 2000

Revised: April 2, 2019, March 18, 2025, September 16, 2025

CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS

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G. Planning Commission Appointments – Interview Process - All Planning Commission appointments shall be conducted in open session and shall include an interview process by the City Council prior to any appointment action, consistent with the Ralph M. Brown Act.

**IV. Eligibility**

- A. *Eligibility* - Unless otherwise permitted or required by ordinance for a particular advisory board or commission, an applicant shall be at least 18 years of age and a registered voter of the City of Moreno Valley, and meet all other eligibility requirements set forth in this policy and established by ordinance for the respective advisory board or commission.
- B. *Concurrent Offices* – No member shall serve on more than one advisory board or commission at the same time. The consequence of serving on two advisory boards and commissions at the same time is that a sitting member who is appointed to another advisory board or commission shall be deemed to have automatically forfeited his or her membership on the first advisory board or commission, upon accepting a subsequent or concurrent appointment as a member to another advisory board or commission.
- C. *Change of Residency* – Any member who changes their residency, if residency is requirement of the particular office, from the district from which he or she was appointed or relocates their residency out of the City of Moreno Valley during his or her term shall be deemed to have automatically forfeited his or her office. There shall be no appeal or reconsideration of such automatic forfeiture of office.
- D. *Loss of City Voter Registration* - Any member who ceases to be a registered voter of the City of Moreno Valley, if such voter registration a requirement of the particular office, shall be deemed to have automatically forfeited his or her office. There shall be no appeal or reconsideration of such automatic forfeiture of office.
- E. *Oath of Office* - Prior to assuming office as a member of an advisory board or commission, the appointee shall take the oath/affirmation of office as required by the California Constitution, and/or provide any required bond.
- F. *City Employees* – No city employee or former city employee who has been separated from the city for less than one calendar year may serve as a member of any advisory board or commission.
- G. *Nepotism* – Any person who has an immediate family member who serves on the city

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Approved by: City Council  
February 22, 2000

Revised: April 2, 2019, March 18, 2025, September 16, 2025

CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS

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council shall not be eligible for appointment to any advisory board or commission. In addition, any person who has an immediate family member who is employed by the city shall not be eligible for appointment to any advisory board or commission that oversees any aspect of the department or division that the immediate family member works at on a routine basis. If during a member's term, an immediate family member is elected or appointed to the city council or employed by the city to work in a department or division that is overseen by the member's advisory board or commission, it shall result in the automatic forfeiture of his or her office. There shall be no appeal or reconsideration of such forfeiture of office.

- H. *First Amendment Rights* - While a member of an advisory board or commission is not expected to relinquish or waive his or her first amendment rights for an appointment to an advisory board or commission, all members are expected to publicly support or not publicly oppose any official action taken by their respective advisory board or commission or the city council regarding any matter within the subject matter jurisdiction of the respective advisory board or commission. This simply creates an expectation that once someone accepts an appointment to an advisory board or commission, he or she should not be making any public comments that are contrary to or in conflict with any official policy or formal action taken by the city council or the respective advisory board or commission at: (a) any city council meeting or other public meeting of any legislative body of the city or its affiliated agencies, including without limitation the planning commission, (b) any regional boards, committees or commissions which include a member appointed by the city council, or (c) any other legislative bodies of any jurisdiction or agency which include the city within their jurisdictional boundaries.
- I. *Mandatory Ethics Training* – Any member who fails to complete the mandatory AB 1234 two-hours ethics training, within one year of the date of official appointment, and thereafter every two years, shall result in the automatic forfeiture of his or her office. There shall be no appeal or reconsideration of such automatic forfeiture of office.
- J. *Disclosure of Confidential Information* - A board or commissioner who discloses, without written authorization by the staff liaison, any information deemed confidential or exempt from disclosure under any federal, state or local law, regulation or policy shall result in the automatic forfeiture of his or her office, upon receiving notice from the city clerk or city attorney confirming that the disclosure was unauthorized under an applicable federal, state or local law, regulation or policy. There shall be no appeal or reconsideration of such an automatic forfeiture of office.
- K. *Criminal Background Check* – All applicants shall be subject to the same criminal background checks which prospective city employees are subject to as a condition of employment. Failure to submit to the required criminal background check within the

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Approved by: City Council  
February 22, 2000

Revised: April 2, 2019, March 18, 2025, September 16, 2025

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time prescribed shall result in the automatic rejection of the subject applications and/or forfeiture of the applicant's appointment status. There shall be no appeal or reconsideration of any such rejection or forfeiture.

- L. *Felony Arrests* – Any member arrested for any felony offense but not charged shall be automatically suspended as a member until such time a decision has been made by the pertinent prosecuting authority to not charge the member for the offense(s) that were the basis of the subject arrest. If no charges are brought against the subject member, he or she shall be automatically reinstated until his or her term expires. There shall be no appeal or reconsideration of such suspension or reinstatement.
- M. *Felony Charges* – Any member charged, but not yet convicted, shall be automatically removed, dismissed and discharged as a member, and shall not be eligible to subsequently apply to serve as a member to any advisory board or commission unless the charges have been dismissed, or the member has been acquitted of the charges. There shall be no appeal or reconsideration of such removal, dismissal or discharge.
- N. *Criminal Convictions* – No person shall be eligible to serve as a member of any advisory board or commission if he or she has been convicted of any state or federal felony offense or any crime of moral turpitude.
- O. *Other Grounds for Forfeiture of Office* – A member shall be deemed to have automatically forfeited his or her office under the following circumstances: (a) an adjudication pursuant to a quo warranto proceeding declaring that the member is physically or mentally incapacitated due to disease, illness, or accident, and that there is reasonable cause to believe that the member will not be able to perform the duties of his or her office for the remainder of his or her term; (b) the decision of a competent tribunal declaring void the members appointment; (c) the making of an order vacating the members office or declaring the office vacant when the member fails to furnish an additional or supplemental bond; (f) the member's commitment to a hospital or sanitarium by a court of competent jurisdiction as a drug addict, dipsomaniac, inebriate, or stimulant addict.

**V. Definitions.**

- A. **Definitions and Descriptions**– The following words, terms and phrases shall be subject to the following definitions and descriptions:
  - 1. “Brown Act” shall mean the Ralph M. Brown Act, which governs open meetings for local government bodies, as contained in section 54950 et seq. of the California Government Code.

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2. "Crimes of Moral Turpitude" include any category of crimes that involve either dishonesty or depraved conduct that is shocking to a reasonable person, including but not limited to murder, embezzlement, burglary, arson, robbery, perjury, aggravated assault, attempted lewd acts on a minor, child abuse, domestic violence, failure to register as a sex offender, felon in possession of a firearm, rape, voluntary manslaughter, and welfare fraud.
3. "Immediate family member" shall mean spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, half-sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin.
4. "Oath of office" shall mean the oath of office specified in the California Constitution, as set forth in Article XX, section 3, absent the second paragraph, which has been deemed invalid under United States Constitution.
5. "Office" shall mean membership on an advisory board of commission.
6. "Mandatory Ethics Training" shall mean the mandatory ethics training required of all local legislative bodies eligible to receive reimbursements as set forth in section 53234 through 53235.2 of the California Government Code.
7. "Presiding Officer" shall mean the member designated as chairperson who shall be responsible for administering the rules of conduct during a meeting of an advisory board or commission, subject to the advice of the staff liaison who shall serve as parliamentarian.
8. "Quorum" shall mean a majority of the current number of voting members on the respective advisory board or commission unless otherwise provided by ordinance. An alternate may be counted toward establishing a quorum in the event the alternate is present at the respective meeting filling in for an absent commissioner.
9. "State law" shall include, but not limited to, the Constitution of the State of California, legislation enacted and codified into the California Codes, regulations set forth in the California Code of Regulations, and case law set forth in the published decisions of the California Supreme Court, California Courts of Appeal, and California Attorney General Opinions.
10. "Subject matter jurisdiction" shall mean those issues or matters that are within the

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scope of decision-making authority of the respective advisory board or commission, as set forth by ordinance, resolution or formal action adopted or imposed by the city council.

DRAFT

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Approved by: City Council  
February 22, 2000

Revised: April 2, 2019, March 18, 2025, September 16, 2025



## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Brian Mohan, City Manager

**AGENDA DATE:** April 21, 2026

**TITLE:** REGULAR AND URGENCY ORDINANCES REGARDING ROTATIONAL TOW SERVICES PROGRAM (REPORT OF: CITY MANAGER) (DISTRICT: ALL DISTRICTS)

**TITLE SUMMARY:** Regular and Urgency Ordinances Regarding Rotational Tow Services Program

**DISTRICT:** All Districts

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### Recommendation(s)

That the City Council:

1. ADOPT Urgency Ordinance No. XX amending Chapter 12.14 (Police and City of Moreno Valley Rotational Tow Service) to allow tow operators with principal places of business and storage facilities located within a certain distance from the City's jurisdictional boundaries to also participate in the City's Rotational Tow Service Program; and
2. INTRODUCE and subsequently adopt Ordinance No. XX amending Chapter 12.14 (Police and City of Moreno Valley Rotational Tow Service) to allow tow operators with principal places of business and storage facilities located within a certain distance from the City's jurisdictional boundaries to also participate in the City's Rotational Tow Service Program; and
3. Direct staff to immediately prepare and distribute a revised Request for Proposal that references any approved revisions to the City's Rotational Tow Service Program.

## **SUMMARY**

The purpose of these ordinances is to revise the City's Rotational Tow Services Program ("Program") to allow tow operators with principal places of business and storage facilities located within a certain distance from the City's jurisdictional boundaries to also participate in the City's Rotational Tow Service Program.

## **DISCUSSION**

### Intent and Purpose of Rotational Tow Services Program

Chapter 12.14 (Police and City of Moreno Valley Rotational Tow Service) prescribes the basic regulations for the operation of an official rotational tow service program in police emergency situations, and/or which involve the removal of illegally parked vehicles, vehicles that are being operated contrary to law, vehicles which are apparently abandoned, vehicles involved in an accident, and vehicles which constitute an obstruction to traffic because of mechanical failure. Chapter 12.14 also establishes regulations and procedures for the abatement of abandoned, inoperative, and dismantled vehicles. Moreover, the primary purpose of Chapter 12.14 is to provide a fair and impartial means of distributing requests for towing services among qualified tow operators, and to ensure that such service is prompt and reasonably priced, and in the best interests of the public as well as the interests of efficient policing operations for the immediate removal of certain vehicles from public streets.

### Physical Location within City

Currently, the Program requires that only those tow operators who maintain a physical location in the City are eligible to participate in the Program. For instance, Section 12.14.030 (City Business License and Permits Required) provides in part that no tow operator may participate in the assignment of service calls on a rotational basis by the Police Department or the City unless it is operating from a physical location in the City. Section 12.14.100 (Storage Facility) also provides that storage facilities utilized by a tow operator under the Program must be located within the City on property properly zoned for this use within the City. And, finally, Section 12.14.060 (Official Police Department and City Tow Operator's Permit) provides in part that a tow operator's permit application/proposal shall include a statement that the tow operator applicant will maintain at the principal place of business located in the City, in operating order at all times, at least one telephone line.

It is presumed that the requirement that a tow operator maintain and operate a storage facility located within the City was to make it more convenient for owners to retrieve their impounded vehicles 24 hours a day, seven days a week including holidays, within one hour upon notification by the Police Department or the City that the vehicle can be released to its owner or authorized agent (as required by Section 12.14.100 (Storage

Facility) without having to travel beyond the City's boundaries to retrieve their impounded vehicles.

At the April 7, 2026, City Council meeting, staff was directed to bring back a proposed change to the Program that would allow tow operators with facilities located outside the City to be eligible for participating in the Program in addition to those tow operators that operate within the City, which is currently required under the Program. As such, staff prepared the attached ordinances, which include the following options: one mile, two miles, three miles, four miles, or five miles. The distance issue needs to be decided by the City Council prior to approving the attached ordinances.

### Urgency Ordinance and Companion Regular Ordinance

Section 36937 (b) of the California Government Code provides that an ordinance may take effect immediately if it is an ordinance for the immediate preservation of the public peace, health, or safety, and contains a declaration of the facts constituting the urgency and is passed by a four-fifths vote of the City Council.

Staff recommends that this ordinance should take effect immediately as an urgency ordinance, since its immediate application will facilitate the Request for Proposal process for selection of participating tow operators for tow services and responses related to the need to immediately remove certain vehicles parked, stored, abandoned or in an inoperable condition from settings that pose an immediate threat to public safety if not immediately removed in police emergencies, from accident scenes, or which present a treat to traffic safety as an obstruction to vehicular traffic.

Notwithstanding that the appropriate findings may be made to support the urgent need for the ordinance to take effect immediately, the City Attorney has recommended that the City Council concurrently consider the adoption of a companion regular ordinance in case the urgency findings are challenged in court. Basically, by the time such a lawsuit is filed, it would be moot if a companion regular ordinance is approved and processed pursuant to the regular procedures applicable to regular ordinances, which include a first reading, a second reading, and the expiration of the 30-day referendum period before the ordinance takes official effect.

### **ENVIRONMENTAL**

This ordinance is exempt from CEQA under Section 15061 of the CEQA Guidelines since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and the activity is not subject to CEQA.

### **ALTERNATIVES**

1. Approve staff's recommendations and adopt both the Urgency Ordinance and Companion Regular Ordinance. Staff recommends this alternative.
2. Do not approve the ordinances and retract its April 7, 2026, decision to withdraw the prior request for proposals and reject the two proposed rotational tow services

contracts staff had recommended to approve on April 7, 2026. Staff does not recommend this alternative.

### **FISCAL IMPACT**

There is no fiscal impact from the recommended actions.

### **NOTIFICATION**

Public notification of this Agenda, which was published and posted at least 72 hours prior to the April 21, 2026, City Council meeting.

### **PREPARATION OF STAFF REPORT**

Prepared By:  
Mayra Gonzalez  
Sr. Management Analyst

Department Head Approval:  
Brian Mohan  
City Manager

Concurred By:  
Shanna Palau  
Public Safety Contracts Administrator

Concurred By:  
Launa Jimenez  
Assistant City Manager (Administration)

### **CITY COUNCIL GOALS**

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

### **CITY COUNCIL STRATEGIC PRIORITIES**

#### **1. Public Safety**

## Report Approval Details

Document Title:	STAFFREPORT_CM_ROTATIONAL TOW SERVICE PROGRAM_REGULAR AND URGENCY ORDINANCE_FINAL.docx
Attachments:	- URGENCY ORDINANCE - ROTATIONAL TOW SERVICE FINAL.docx - COMPANION ORDINANCE - ROTATIONAL TOW SERVICE_FINAL.docx
Final Approval Date:	Apr 16, 2026

This report and all of its attachments were approved and signed as outlined below:

Brian Mohan

Natalia Medina

Felicia London, MPA

Launa Jimenez

Patty Rodriguez

**URGENCY ORDINANCE NO. \_\_\_\_\_**

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING CHAPTER 12.14 (POLICE AND CITY OF MORENO VALLEY ROTATIONAL TOW SERVICE) OF TITLE 12 (VEHICLES AND TRAFFIC) OF THE MORENO VALLEY MUNICIPAL CODE**

**WHEREAS**, the City of Moreno Valley (“City”) is a General Law city organized pursuant to Article XI of the California Constitution; and

**WHEREAS**, the intent of Chapter 12.14 (Police and City of Moreno Valley Rotational Tow Service) is to prescribe the basic regulations for the operation of an official rotational tow service program in police emergency situations, removal of illegally parked, vehicles that are being operated contrary to law, and/or in the removal of vehicles which are apparently abandoned, or involved in an accident, or which constitute an obstruction to traffic because of mechanical failure; and

**WHEREAS**, the intent of Chapter 12.14 (Police and City of Moreno Valley Rotational Tow Service) is to also establish regulations and procedures for the abatement of abandoned, inoperative and dismantled vehicles; and

**WHEREAS**, the primary purpose of Chapter 12.14 (Police and City of Moreno Valley Rotational Tow Service) to provide a fair and impartial means of distributing requests for towing services among qualified firms, and to ensure that such service is prompt and reasonably priced, and in the best interests of the public as well as the interest of efficient policing operations for the removal of such vehicles from public streets; and

**WHEREAS**, Section 12.14.030 (City Business License and Permits Required) of Chapter 12.14 (Police and City of Moreno Valley Rotational Tow Service) provides in part that no towing business may participate in the assignment of service calls on a rotational basis by the police department or the City unless it is operating from a physical location in the City; and

**WHEREAS**, Section 12.14.100 (Storage Facility) of Chapter 12.14 (Police and City of Moreno Valley Rotational Tow Service) provides in part that storage facilities utilized by a tow operator must be located within the City on property properly zoned for this use within the City; and

**WHEREAS**, Section 12.14.060 (Official Police Department and City Tow Operator’s Permit) of Chapter 12.14 (Police and City of Moreno Valley Rotational Tow Service) provides in part that a tow operator's permit application/proposal shall include a statement that the applicant will maintain at the principal place of business located in the City of Moreno Valley, and in operating order at all times, and that prior to the issuance of a tow service agreement by the City Council, the tow operator shall provide evidence that the applicant's garage or storage facility is located within City limits; and

**WHEREAS**, it is presumed that the requirement that a tow operator maintain and operate a storage facility located within the City was to make it more convenient for vehicle owners to retrieve their impounded vehicles 24 hours a day, seven days a week including holidays, within one hour upon notification by the Police Department or the City that the vehicle can be released to its owner or authorized agent, as required by Section 12.14.100 (Storage Facility), without having to travel beyond the City's boundaries to retrieve their impounded vehicles; and

**WHEREAS**, section 36937 (b) of the California Government Code provides that an ordinance may take effect immediately, if it is an ordinance for the immediate preservation of the public peace, health or safety, and contains a declaration of the facts constituting the urgency, and is passed by a four-fifths vote of the City Council; and

**WHEREAS**, staff recommends that this ordinance should take effect immediately as an urgency ordinance, since its immediate application will facilitate the immediate need to initiate the Request for Proposal (RFP) process. This process is essential to the fair and impartial selection process enabling the City Council to award rotational tow service agreements. The rotational tow service agreements allow for tow services and responses related to the need to immediately remove certain vehicles parked, stored, abandoned or in an inoperable condition from settings that pose an immediate threat to public safety if not immediately removed in police emergency situations, from accident scenes, or which present a treat to traffic safety as an obstruction to vehicular traffic; and

**WHEREAS**, in light of the foregoing, this urgency ordinance was adopted by the Moreno Valley City Council at a duly noticed regular Moreno Valley City Council meeting held on April 21, 2026.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DOES ORDAIN AS FOLLOWS:**

**Section 1.                    RECITALS**

The above recitals are true and correct and are incorporated herein as though set forth at length herein.

**Section 2.                    AMENDMENT TO CHAPTER 12.14 (POLICE AND CITY OF MORENO VALLEY ROTATIONAL TOW SERVICE)**

Chapter 12.14 (Police and City of Moreno Valley Rotational Tow Service) of Title 12 (Vehicles and Traffic) of the Moreno Valley Municipal Code is hereby amended as follows:

§ 12.14.030 City Business License and Permits Required

- A. No towing business may participate in the assignment of service calls on a rotational basis by the police department or the city unless it has a valid city business license to do business ***in the city*** and is operating ***from its principal place of business with a storage facility*** ~~from a physical location~~ ***located within the city or no further than [one] [two] [three] [four] [five] miles from the city's jurisdictional boundaries*** ~~in the city of Merono Valley as set forth in this code.~~
- B. No person shall operate a tow truck as part of the city's rotational tow service in the city unless he or she holds a valid tow truck driver's permit issued by the city.
- C. Only those tow operators or businesses approved by the city and possessing a valid tow operator's permit and tow service agreement shall be permitted to remove, tow, impound and/or store a vehicle as part the city's rotational tow service program.

§ 12.14.060 Official Police Department and City Tow Operator's Permit

- A. In addition to having a valid city business license to conduct business in the city, the tow operator participating in the city's rotation tow services program shall also apply for and receive a tow operator's permit. A tow operator's permit application shall be filed with the financial and administrative services director or designee, shall be verified under penalty of perjury, and shall be accompanied by the fee as established by resolution of the city council. The fee shall not be refundable. It shall contain or be accompanied by the information and documentation specified in this section. Applications for permits to conduct the tow business shall be filed with the city on a form approved by the financial and administrative services director or designee. Such application shall demonstrate that the applicant possesses a business license pursuant to Chapter 5.02 of this code. In addition, such application shall provide the following information:
  - 1. Name/Description. Name and description of applicant.
  - 2. Address. Permanent home address and full business address of applicant if an individual; of each partner if a partnership; and of each officer if a corporation.
  - 3. Garage or Storage Facility. The place where the vehicles towed are to be stored or impounded ***which shall be within the city or no further than [one] [two] [three] [four] [five] miles from the city's jurisdictional boundaries***.
  - 4. Fingerprints and Photographs. Applicant shall be fingerprinted and photographed by the police department upon referral of the financial and administrative services director or designee, and a record check made. The cost of the foregoing shall be established by resolution of the city council

and be borne by the applicant. The photographs taken by the police department will be used throughout the permit process, whenever photographs are required to be made part of the record.

5. Criminal Record. A statement as to whether or not the applicant, or any officer or partner of the applicant has been convicted of a felony within the immediately preceding 10 years, and the nature of each such offense and the punishment or penalty assessed, thereof.
6. Vehicle Data. The number of tow trucks to be operated or controlled by the applicant in the conduct of the tow business, and the make, body style, year, vehicle identification number, state license plate number, and the name of legal and registered owner of each vehicle.
7. Vehicle Description. A description of the proposed color scheme, insignia, trade-style and any other distinctive characteristic or design to be used to identify such vehicles.
8. Previous Licensing. A statement of whether or not the applicant has ever had any permit or franchise for a tow business issued to him/her that has been suspended or revoked, and, if so, the circumstances of each such suspension or revocation, whether in the city or elsewhere.
9. Insurance. A certification or policy of insurance in the manner and form required by Section 12.14.090.
10. Corporation Data. If the applicant is a corporation, a copy of the current Articles of Incorporation, certified as to being true and correct by the California Secretary of State, within 60 days prior to the date of application, the most current corporate bylaws and any applications, permits or notifications for the issuance of shares filed with or issued by the commissioner of corporations.
11. Business Office and Telephone Maintenance. A statement that the applicant will maintain at ~~the~~ its principal place of business and storage facility ~~located in the city of Moreno Valley, and or within~~ [one] [two] [three] [four] [five] miles from the city's jurisdictional boundaries in operating order at all times, at least one telephone line. At all times there will be an attendant in charge of said telephone or telephones to dispatch tow trucks in response to requests, therefore. After-hour answering services fulfill this requirement.

B. Prior to the issuance of a tow service agreement by the city council, the tow operator shall provide evidence that:

1. The application conforms in all respects to the provisions of this chapter.
2. The applicant's principal place of business and ~~garage or storage facility~~ is are located within ~~the city limits~~ or within [one] [two] [three] [four] [five] miles from the city's jurisdictional boundaries.
3. The applicant is financially responsible and otherwise able to provide the service.
4. The applicant, and all officers or partners are likely to provide tow services in a responsible and satisfactory manner. In making such determination,

- the financial and administrative services director or designee shall consider whether the applicant or any officer or partner of the applicant;
- a. Has previously provided responsible and satisfactory tow services,
  - b. Has not previously violated the terms of this chapter or of any similar enactment of the city or of any other jurisdiction resulting in the revocation of a permit and/or removal from a tow rotation program.
- C. A tow operator shall not have a financial interest in any other tow business participating in the city's rotational tow service program. Any violation of this section shall cause the immediate revocation of a tow operator's permit for the balance of the contract period.
- D. A tow operator's permit is valid for one year. The failure of a tow operator or business to apply for and receive approval of a subsequent permit by the city shall suspend the tow operator from participating in the city's rotational tow service program. At such time the tow operator or business is issued a valid permit, the tow operator or business shall be permitted to participate in the city's rotational tow service program.

#### § 12.14.100 Storage Facility

- A. Storage Facility Standards. The tow operator shall provide for the city's tow rotation program, storage space for a minimum of 150 vehicles including a minimum of five vehicles of indoor storage. Said storage spaces shall be dedicated to the city's rotational tow service program. The following standards of performance must be maintained:
1. Storage facilities must be located within the city ~~and~~ **or within [one] [two] [three] [four] [five] miles from the city's jurisdictional boundaries and** clearly marked. Any and all signage for the facilities must be in conformance with the city's municipal code.
  2. All vehicles are to be stored at a storage facility properly zoned for this use within the city **or within [one] [two] [three] [four] [five] miles from the city's jurisdictional boundaries.** Vehicles that have been approved by the Department of Motor Vehicles for lien sale must be sold from a storage facility or other approved location by the city to conduct such a business within the city limits **or within [one] [two] [three] [four] [five] miles from the city's jurisdictional boundaries.**
  3. Each impounded or stored vehicle shall be a minimum of two and one-half feet from any other vehicle, structure or object.
  4. All stored vehicles shall be reasonably accessible to the vehicle's owner or vehicle owner's agent and the police department or city for retrieval, inspection and/or identification.
  5. Owners shall be able to retrieve a stored vehicle 24 hours a day, seven days a week including holidays, within one hour upon notification by the police department or city that the vehicle can be released to its owner or authorized agent.

6. Storage facilities, including the indoor storage of vehicles, shall be monitored by an electronic monitoring or security system and fully secured. Said system shall be subject to review and approval by the police department before the tow business is permitted to tow and store or impound vehicles as part of the city's rotational tow service program to said lot.
  7. Storage facilities shall be properly lighted and secured by a six foot high fence as set forth in Title 9 of this code. The fence shall be installed in compliance with any applicable provision of this code and approved by the police department and city before the tow business is permitted to tow vehicles as part of the city's rotational tow service program.
  8. Storage facilities owned by a tow operator shall not be shared with another tow operator. However, a tow operator or business may be permitted on the same lot as long as there is a clear separation between tow operators. Each tow operator shall fully comply with the provisions of this code.
- B. Personal property may be removed from the vehicle and shall be released to the owner of a vehicle at the request of the vehicle owner or his/her agent. When a vehicle has been impounded for evidence or investigation, the operator shall notify the police department or city depending on the agency directing the storage of the vehicle, prior to the removal of property from a stored vehicle and will provide a receipt, with a copy placed in the stored vehicle.
  - C. Vehicles ordered towed by the police department or city will only be released by the tow operator under the regulations of the Vehicle Code and the city of Moreno Valley. The city will provide tow operators with appropriate regulations including updates to these regulations as they occur.
  - D. Prior to the utilization of new storage facilities that were not listed on the tow operator's permit application for the rotation tow service program, the tow operator shall obtain the approval of the city to ensure that the new garage or storage facility meets all applicable regulations.
  - E. The operator shall maintain, at a minimum, business hours at the primary place of business of the tow operator of Monday through Friday, eight a.m. to five p.m. except for the following recognized holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving Day, and Christmas Day.
  - F. Annual Storage Facility Inspections. A tow operator shall have its storage facility inspected annually. The failure of a tow operator or business to have its storage facility inspected annually by the city shall have its tow permit suspend and shall not participate in the city's rotational tow service program. At such time the storage facility is inspected by the city and found to be in compliance with this chapter, the tow operator or business shall be permitted to participate in the city's rotational tow service program.

**Section 5.**

**CALIFORNIA ENVIRONMENTAL QUALITY ACT**

This ordinance is exempt from CEQA under Section 15061 of the CEQA Guidelines since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**Section 6. SEVERABILITY**

That the City Council declares that, should any provision, section, paragraph, sentence, or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

**Section 7. REPEAL OF CONFLICTING PROVISIONS**

That all the provisions of the Municipal Code as heretofore adopted by the City of Moreno Valley that are in conflict with the provisions of this ordinance are hereby repealed.

**Section 8. URGENCY FINDINGS AND EFFECTIVE DATE**

That the City Council finds and declares that this ordinance shall take effect immediately as an urgency ordinance, since its immediate application will facilitate the initiation of the RFP process for tow services and responses related to the need to immediately remove certain vehicles parked, stored, abandoned or in an inoperable condition from settings that pose an immediate threat to public safety if not immediately removed in police emergency situations, from accident scenes, or which present a treat to traffic safety as an obstruction to vehicular traffic.

**Section 9. CERTIFICATION**

That the City Clerk shall certify the adoption of this urgency ordinance, enter the same in the book for original ordinances of the City, and make a minute of passage and adoption thereof in the records of the proceedings of the City Council, in the minutes of the meeting at which this urgency ordinance is adopted.

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Ulises Cabrera, Mayor  
City of Moreno Valley

**ATTEST:**

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M. Patricia Rodriguez, CMC, City Clerk

**APPROVED AS TO FORM:**

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Steven B. Quintanilla, City Attorney

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING CHAPTER 12.14 (POLICE AND CITY OF MORENO VALLEY ROTATIONAL TOW SERVICE) OF TITLE 12 (VEHICLES AND TRAFFIC) OF THE MORENO VALLEY MUNICIPAL CODE**

**WHEREAS**, the City of Moreno Valley (“City”) is a General Law city organized pursuant to Article XI of the California Constitution; and

**WHEREAS**, the intent of Chapter 12.14 (Police and City of Moreno Valley Rotational Tow Service) is to prescribe the basic regulations for the operation of an official rotational tow service program in police emergency situations, removal of illegally parked, vehicles that are being operated contrary to law, and/or in the removal of vehicles which are apparently abandoned, or involved in an accident, or which constitute an obstruction to traffic because of mechanical failure; and

**WHEREAS**, the intent of Chapter 12.14 (Police and City of Moreno Valley Rotational Tow Service) is to also establish regulations and procedures for the abatement of abandoned, inoperative and dismantled vehicles; and

**WHEREAS**, the primary purpose of Chapter 12.14 (Police and City of Moreno Valley Rotational Tow Service) to provide a fair and impartial means of distributing requests for towing services among qualified firms, and to ensure that such service is prompt and reasonably priced, and in the best interests of the public as well as the interest of efficient policing operations for the removal of such vehicles from public streets; and

**WHEREAS**, Section 12.14.030 (City Business License and Permits Required) of Chapter 12.14 (Police and City of Moreno Valley Rotational Tow Service) provides in part that no towing business may participate in the assignment of service calls on a rotational basis by the police department or the City unless it is operating from a physical location in the City; and

**WHEREAS**, Section 12.14.100 (Storage Facility) of Chapter 12.14 (Police and City of Moreno Valley Rotational Tow Service) provides in part that storage facilities must be located within the City on property properly zoned for this use within the city; and

**WHEREAS**, Section 12.14.060 (Official Police Department and City Tow Operator’s Permit) of Chapter 12.14 (Police and City of Moreno Valley Rotational Tow Service) provides in part that a tow operator's permit application/proposal shall include statement that the applicant will maintain at the principal place of business located in the City of Moreno Valley, and in operating order at all times, and that prior to the issuance of a tow service agreement by the City council, the tow operator shall provide evidence that the applicant's garage or storage facility is located within City limits; and

**WHEREAS**, it is presumed that the requirement that a tow operator maintain and operated a storage facility located within the City was to make it more convenient for vehicle owners to retrieve their impounded vehicles 24 hours a day, seven days a week including holidays, within one hour upon notification by the Police Department or the City that the vehicle can be released to its owner or authorized agent, as required by Section 12.14.100 (Storage Facility), without having to travel beyond the City's boundaries to retrieve their impounded vehicles; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DOES ORDAIN AS FOLLOWS:**

**Section 1.            RECITALS**

The above recitals are true and correct and are incorporated herein as though set forth at length herein.

**Section 2.            AMENDMENT TO CHAPTER 12.14 (POLICE AND CITY OF MORENO VALLEY ROTATIONAL TOW SERVICE)**

Chapter 12.14 (Police and City of Moreno Valley Rotational Tow Service) of Title 12 (Vehicles and Traffic) of the Moreno Valley Municipal Code is hereby amended as follows:

§ 12.14.030 City Business License and Permits Required

- A. No towing business may participate in the assignment of service calls on a rotational basis by the police department or the city unless it has a valid city business license to do business *in the city* and is operating *from its principal place of business with a storage facility* ~~from a physical location~~ *located within the city or no further than [one] [two] [three] [four] [five] miles from the city's jurisdictional boundaries* ~~in the city of Moreno Valley as set forth in this code.~~
- B. No person shall operate a tow truck as part of the city's rotational tow service in the city unless he or she holds a valid tow truck driver's permit issued by the city.
- C. Only those tow operators or businesses approved by the city and possessing a valid tow operator's permit and tow service agreement shall be permitted to remove, tow, impound and/or store a vehicle as part the city's rotational tow service program.

§ 12.14.060 Official Police Department and City Tow Operator's Permit

A. In addition to having a valid city business license to conduct business in the city, the tow operator participating in the city's rotation tow services program shall also apply for and receive a tow operator's permit. A tow operator's permit application shall be filed with the financial and administrative services director or designee, shall be verified under penalty of perjury, and shall be accompanied by the fee as established by resolution of the city council. The fee shall not be refundable. It shall contain or be accompanied by the information and documentation specified in this section. Applications for permits to conduct the tow business shall be filed with the city on a form approved by the financial and administrative services director or designee. Such application shall demonstrate that the applicant possesses a business license pursuant to Chapter 5.02 of this code. In addition, such application shall provide the following information:

1. Name/Description. Name and description of applicant.
2. Address. Permanent home address and full business address of applicant if an individual; of each partner if a partnership; and of each officer if a corporation.
3. Garage or Storage Facility. The place where the vehicles towed are to be stored or impounded **which shall be within the city or no further than [one] [two] [three] [four] [five] miles from the city's jurisdictional boundaries.**
4. Fingerprints and Photographs. Applicant shall be fingerprinted and photographed by the police department upon referral of the financial and administrative services director or designee, and a record check made. The cost of the foregoing shall be established by resolution of the city council and be borne by the applicant. The photographs taken by the police department will be used throughout the permit process, whenever photographs are required to be made part of the record.
5. Criminal Record. A statement as to whether or not the applicant, or any officer or partner of the applicant has been convicted of a felony within the immediately preceding 10 years, and the nature of each such offense and the punishment or penalty assessed, thereof.
6. Vehicle Data. The number of tow trucks to be operated or controlled by the applicant in the conduct of the tow business, and the make, body style, year, vehicle identification number, state license plate number, and the name of legal and registered owner of each vehicle.
7. Vehicle Description. A description of the proposed color scheme, insignia, trade-style and any other distinctive characteristic or design to be used to identify such vehicles.
8. Previous Licensing. A statement of whether or not the applicant has ever had any permit or franchise for a tow business issued to him/her that has been suspended or revoked, and, if so, the circumstances of each such suspension or revocation, whether in the city or elsewhere.
9. Insurance. A certification or policy of insurance in the manner and form required by Section 12.14.090.

10. Corporation Data. If the applicant is a corporation, a copy of the current Articles of Incorporation, certified as to being true and correct by the California Secretary of State, within 60 days prior to the date of application, the most current corporate bylaws and any applications, permits or notifications for the issuance of shares filed with or issued by the commissioner of corporations.
  11. Business Office and Telephone Maintenance. A statement that the applicant will maintain at ~~the~~ its principal place of business **and storage facility** ~~located in the city of Moreno Valley, and~~ **or within [one] [two] [three] [four] [five] miles from the city's jurisdictional boundaries** in operating order at all times, at least one telephone line. At all times there will be an attendant in charge of said telephone or telephones to dispatch tow trucks in response to requests therefore. After-hour answering services fulfill this requirement.
- B. Prior to the issuance of a tow service agreement by the city council, the tow operator shall provide evidence that:
1. The application conforms in all respects to the provisions of this chapter.
  2. The applicant's **principal place of business and** ~~garage or storage facility~~ **is are** located within ~~the city limits~~ **or within [one] [two] [three] [four] [five] miles from the city's jurisdictional boundaries**.
  3. The applicant is financially responsible and otherwise able to provide the service.
  4. The applicant, and all officers or partners are likely to provide tow services in a responsible and satisfactory manner. In making such determination, the financial and administrative services director or designee shall consider whether the applicant or any officer or partner of the applicant;
    - a. Has previously provided responsible and satisfactory tow services,
    - b. Has not previously violated the terms of this chapter or of any similar enactment of the city or of any other jurisdiction resulting in the revocation of a permit and/or removal from a tow rotation program.
- C. A tow operator shall not have a financial interest in any other tow business participating in the city's rotational tow service program. Any violation of this section shall cause the immediate revocation of a tow operator's permit for the balance of the contract period.
- D. A tow operator's permit is valid for one year. The failure of a tow operator or business to apply for and receive approval of a subsequent permit by the city shall suspend the tow operator from participating in the city's rotational tow service program. At such time the tow operator or business is issued a valid permit, the tow operator or business shall be permitted to participate in the city's rotational tow service program.

§ 12.14.100 Storage Facility

- A. Storage Facility Standards. The tow operator shall provide for the city's tow rotation program, storage space for a minimum of 150 vehicles including a minimum of five vehicles of indoor storage. Said storage spaces shall be dedicated to the city's rotational tow service program. The following standards of performance must be maintained:
1. Storage facilities must be located within the city ~~and~~ **or within [one] [two] [three] [four] [five] miles from the city's jurisdictional boundaries and** clearly marked. Any and all signage for the facilities must be in conformance with the city's municipal code.
  2. All vehicles are to be stored at a storage facility properly zoned for this use within the city **or within [one] [two] [three] [four] [five] miles from the city's jurisdictional boundaries.** Vehicles that have been approved by the Department of Motor Vehicles for lien sale must be sold from a storage facility or other approved location by the city to conduct such a business within the city limits **or within [one] [two] [three] [four] [five] miles from the city's jurisdictional boundaries.**
  3. Each impounded or stored vehicle shall be a minimum of two and one-half feet from any other vehicle, structure or object.
  4. All stored vehicles shall be reasonably accessible to the vehicle's owner or vehicle owner's agent and the police department or city for retrieval, inspection and/or identification.
  5. Owners shall be able to retrieve a stored vehicle 24 hours a day, seven days a week including holidays, within one hour upon notification by the police department or city that the vehicle can be released to its owner or authorized agent.
  6. Storage facilities, including the indoor storage of vehicles, shall be monitored by an electronic monitoring or security system and fully secured. Said system shall be subject to review and approval by the police department before the tow business is permitted to tow and store or impound vehicles as part of the city's rotational tow service program to said lot.
  7. Storage facilities shall be properly lighted and secured by a six foot high fence as set forth in Title 9 of this code. The fence shall be installed in compliance with any applicable provision of this code and approved by the police department and city before the tow business is permitted to tow vehicles as part of the city's rotational tow service program.
  8. Storage facilities owned by a tow operator shall not be shared with another tow operator. However, a tow operator or business may be permitted on the same lot as long as there is a clear separation between tow operators. Each tow operator shall fully comply with the provisions of this code.
- B. Personal property may be removed from the vehicle and shall be released to the owner of a vehicle at the request of the vehicle owner or his/her agent. When a vehicle has been impounded for evidence or investigation, the operator shall notify the police department or city depending on the agency directing the storage of the vehicle, prior to the removal of property from a stored vehicle and will provide a receipt, with a copy placed in the stored vehicle.

- C. Vehicles ordered towed by the police department or city will only be released by the tow operator under the regulations of the Vehicle Code and the city of Moreno Valley. The city will provide tow operators with appropriate regulations including updates to these regulations as they occur.
- D. Prior to the utilization of new storage facilities that were not listed on the tow operator's permit application for the rotation tow service program, the tow operator shall obtain the approval of the city to ensure that the new garage or storage facility meets all applicable regulations.
- E. The operator shall maintain, at a minimum, business hours at the primary place of business of the tow operator of Monday through Friday, eight a.m. to five p.m. except for the following recognized holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving Day, and Christmas Day.
- F. Annual Storage Facility Inspections. A tow operator shall have its storage facility inspected annually. The failure of a tow operator or business to have its storage facility inspected annually by the city shall have its tow permit suspend and shall not participate in the city's rotational tow service program. At such time the storage facility is inspected by the city and found to be in compliance with this chapter, the tow operator or business shall be permitted to participate in the city's rotational tow service program.

**Section 5. CALIFORNIA ENVIRONMENTAL QUALITY ACT**

This ordinance is exempt from CEQA under Section 15061 of the CEQA Guidelines since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**Section 6. SEVERABILITY**

That the City Council declares that, should any provision, section, paragraph, sentence, or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

**Section 7. REPEAL OF CONFLICTING PROVISIONS**

That all the provisions of the Municipal Code as heretofore adopted by the City of Moreno Valley that are in conflict with the provisions of this ordinance are hereby repealed.

**Section 8. EFFECTIVE DATE**

That this Ordinance shall take effect thirty days after the date of its adoption (second reading).

**Section 9. CERTIFICATION**

That the City Clerk shall certify to the adoption of this ordinance, enter the same in the book for original ordinances of the City, and make a minute of passage and adoption thereof in the records of the proceedings of the City Council, in the minutes of the meeting at which this ordinance is adopted.

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Ulises Cabrera, Mayor  
City of Moreno Valley

**ATTEST:**

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M. Patricia Rodriguez, CMC, City Clerk

**APPROVED AS TO FORM:**

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Steven B. Quintanilla, City Attorney