REGULAR MEETING AGENDA
OF THE JURUPA VALLEY CITY COUNCIL
Thursday, February 21, 2019
Closed Session: 6:00 p.m.
Regular Session: 7:00 p.m.
City Council Chamber
8930 Limonite Avenue, Jurupa Valley, CA  92509

A. As a courtesy to those in attendance, we ask that cell phones be turned off or set to their silent mode and that you keep talking to a minimum so that all persons can hear the comments of the public and City Council.

B. A member of the public who wishes to speak under Public Comments must fill out a “Speaker Card” and submit it to the City Clerk BEFORE the Mayor calls for Public Comments on an agenda item. Each agenda item up will be open for public comments before taking action. Public comments on subjects that are not on the agenda can be made during the “Public Appearance/Comments” portion of the agenda.

C. Members of the public who wish to comment on the CONSENT CALENDAR may do so during the Public Comment portion of the Agenda prior to the adoption of the Consent Calendar.

D. As a courtesy to others and to assure that each person wishing to be heard has an opportunity to speak, please limit your comments to 3 minutes.

1. 6:00 PM - CALL TO ORDER AND ROLL CALL FOR CLOSED SESSION
   - Brian Berkson, Mayor
   - Anthony Kelly, Jr., Mayor Pro Tem
   - Chris Barajas, Council Member
   - Lorena Barajas, Council Member
   - Micheal Goodland, Council Member

2. CLOSED SESSION
   A. PUBLIC COMMENTS PERTAINING TO CLOSED SESSION ITEM
   B. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION. The City Council will meet in closed session with the City Attorney pursuant to Government Code Section 54956.9(d)(1) with respect to one matter of pending litigation: (1) Application of Southern California Edison Company (U-238-E) for a Certificate of Public Convenience and Necessity to Construct the Riverside Transmission Reliability Project, California Public Utilities Commission Case No. A15404013.
3. 7:00 P.M. - RECONVENE IN OPEN SESSION

A. ANNOUNCEMENT OF ANY REPORTABLE ACTIONS IN CLOSED SESSION

4. CALL TO ORDER AND ROLL CALL FOR REGULAR SESSION

- Brian Berkson, Mayor
- Anthony Kelly, Jr., Mayor Pro Tem
- Chris Barajas, Council Member
- Lorena Barajas, Council Member
- Micheal Goodland, Council Member

5. INVOCATION

6. PLEDGE OF ALLEGIANCE

7. APPROVAL OF AGENDA

8. PRESENTATIONS

9. PUBLIC APPEARANCE/COMMENTS

Persons wishing to address the City Council on subjects other than those listed on the Agenda are requested to do so at this time. A member of the public who wishes to speak under Public Appearance/Comments OR the Consent Calendar must fill out a “Speaker Card” and submit it to the City Clerk BEFORE the Mayor calls for Public Comments on an agenda item. When addressing the City Council, please come to the podium and state your name and address for the record. While listing your name and address is not required, it helps us to provide follow-up information to you if needed. In order to conduct a timely meeting, we ask that you keep your comments to 3 minutes. Government Code Section 54954.2 prohibits the City Council from taking action on a specific item until it appears on an agenda.

10. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

11. CITY MANAGER’S UPDATE

12. APPROVAL OF MINUTES

   A. JANUARY 30, 2019 SPECIAL MEETING
   B. FEBRUARY 7, 2019 REGULAR MEETING

13. CONSENT CALENDAR (COMMENTS ON CONSENT AGENDA TAKEN HERE)
(All matters on the Consent Calendar are to be approved in one motion unless a Councilmember requests a separate action on a specific item on the Consent Calendar. If an item is removed from the Consent Calendar, it will be discussed individually and acted upon separately.)

A. COUNCIL APPROVAL OF A MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS INCLUDED IN THE AGENDA

Requested Action: That the City Council waive the reading of the text of all ordinances and resolutions included in the agenda.

B. CONSIDERATION OF CHECK REGISTER IN THE AMOUNT OF $1,896,813.87

Requested Action: That the City Council ratify the check registers dated January 31 and February 7 as well as the payroll registers dated February 5 and 13, 2019.

C. ORDINANCE NO. 2019-03

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2019-03, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING CHAPTER 6.100 AND AMENDING TITLE 9, PLANNING AND ZONING, OF THE JURUPA VALLEY MUNICIPAL CODE TO IMPLEMENT THE PERMITTING AND REGULATION OF MICROENTERPRISE HOME KITCHEN OPERATIONS AND FINDING AN EXEMPTION PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)

D. ORDINANCE NO. 2019-04

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2019-04, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING SECTION 2.36 TO THE JURUPA VALLEY MUNICIPAL CODE ESTABLISHING THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE AND SETTING FORTH PROCEDURAL RULES AND REGULATIONS FOR THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

E. ORDINANCE NO. 2019-05

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2019-05, entitled:
AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING SECTIONS 9.05.100 AND 9.05.110 TO THE JURUPA VALLEY MUNICIPAL CODE CONCERNING PROCEDURES FOR APPEALS OF PLANNING COMMISSION LAND USE DECISIONS TO THE CITY COUNCIL AND PLANNING COMMISSION RECOMMENDATIONS TO THE CITY COUNCIL, AMENDING VARIOUS SECTIONS OF TITLE 7, SUBDIVISIONS, AND TITLE 9, PLANNING AND ZONING, TO IMPLEMENT NEW SECTION 9.05.100 AND FINDING THAT THE MODIFICATIONS TO PROCEDURES ARE EXEMPT FROM CEQA PURSUANT TO SECTION 15061(b)(3) OF THE CEQA GUIDELINES

F. ORDINANCE NO. 2019-06

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2019-06, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING SECTION 6.20.090 OF THE JURUPA VALLEY MUNICIPAL CODE RELATING TO THE DISPLAY OF MOBILE FACILITY VENDING PERMITS AND SECTION 6.20.110 (20) AND (21) RELATING TO VENDING NEAR FARMER’S MARKETS AND SPECIAL EVENTS AND FINDING THE ORDINANCE EXEMPT FROM CEQA

G. ORDINANCE NO. 2019-07

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2019-07, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING CHAPTER 3.70 OF THE JURUPA VALLEY MUNICIPAL CODE TO INCLUDE A PROCESS FOR WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS’ CALCULATION AND COLLECTION OF FEES UNDER THE WESTERN RIVERSIDE COUNTY TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM, AND DETERMINING THAT THE ORDINANCE IS EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW UNDER SECTION 15378(B)(4) OF THE CEQA GUIDELINES

H. AWARD OF CONSTRUCTION AGREEMENT TO ONYX PAVING COMPANY, INC. FOR THE RUBIDOUX BOULEVARD PAVEMENT REHABILITATION, CIP PROJECT NO. 18-A.2

1. Requested Action: That the City Council approve and award a construction agreement to Onyx Paving Company, Inc. in the amount of $623,000 for the Rubidoux Boulevard Pavement Rehabilitation Project, for the work included in its proposal for the Base Bid, and authorize the City Manager to execute the
Agreement in substantially the form attached to the staff report as approved by the City Attorney; and

2. Authorize the City Manager to execute contract change orders not to exceed 5% of the total agreement, pursuant to requirements set forth in the agreement; and

3. Authorize the City Manager to record the Notice of Completion upon acceptance of the work by the City Engineer.

I. APPROVAL OF PARCEL MAP 36828 LOCATED ON THE NORTH SIDE OF SAN SEVAINE CHANNEL BETWEEN SAN SEVAINE WAY AND BAIN STREET INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION, APPROVAL OF SUBDIVISION AGREEMENTS, AND ACCEPTANCE OF IMPROVEMENT BONDS (CRPF IV BAIN, LLC)

1. Requested Action: That the City Council approve Parcel Map 36828 and accept the dedications as follows:

   a. Accept the offers of dedication of easement for public utility purposes over all of Lots “A” and “B”, as shown on Parcel Map 36828.
   
   b. Accept the offers of dedication of easement “B” for public utility purposes within Parcels 1 and 2 as shown on Parcel Map 36828.
   
   c. Accept the offers of dedication of easement “F” for public utility purposes within Parcels 1 and 2 as shown on Parcel Map 36828.

2. Authorize the Mayor and City Clerk to sign Parcel Map 36828.

3. Approve and authorize the Mayor and City Clerk to execute the Subdivision Improvement Agreements.

4. Accept the Faithful Performance Bond No. 1001089604 in the amount of $370,000 and Material and Labor Bond No. 1001089604 in the amount of $185,000 from American Contractors Indemnity Company for the construction of Improvements and Monument Bond in the amount of $2,500 in the form of a cash deposit.

J. APPROVAL OF AGREEMENT WITH THE CITY OF JURUPA VALLEY, SPACE CENTER MIRA LOMA, INC., AND THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR CONSTRUCTION OF DAY CREEK MDP LINE “N”, STAGE 4 STORM DRAIN

Requested Action: That the City Council approve the agreement with the Riverside County Flood Control and Water Conservation District and Space Center Mira Loma, Inc. and authorize the Mayor to sign the agreement.
CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

PUBLIC HEARING

COUNCIL BUSINESS

A. INITIATION OF A GENERAL PLAN AMENDMENT TO ADOPT THE CITY OF JURUPA VALLEY LOCAL HAZARD MITIGATION PLAN INTO THE GENERAL PLAN SAFETY ELEMENT IN ACCORDANCE WITH THE FEDERAL DISASTER MITIGATION AND COST REDUCTION ACT OF 2000 IN AN EFFORT TO MAXIMIZE FUNDING ELIGIBILITY THROUGH FEMA AND THE CALIFORNIA DISASTER ASSISTANCE ACT

Requested Action: That the City Council authorize the General Plan Amendment to proceed and refer the item to the Planning Commission for review and recommendation.

B. APPROVAL OF NEW STAFF POSTIONS, (CHIEF BUILDING OFFICIAL, ECONOMIC DEVELOPMENT MANAGER, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER), AND ADVERTISING COSTS

1. Requested Action: That the City Council approve the creation of three new positions, (Chief Building Official, Economic Development Manager, and Director of Public Works/City Engineer), effective Fiscal Year 2019-20, Job Descriptions and Salary Ranges

2. Authorize $5,000 in recruitment advertising costs to be used as necessary.

C. EMERGENCY REPAIR WORK FOR THE SINKHOLES, ROAD FAILURES AND SLOPE FAILURES ON LIMONITE AVENUE BETWEEN BAIN STREET AND BEACH STREET

Requested Action: That the City Council adopt Resolution No. 2019-13, by a 4/5ths vote, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, FINDING THAT AN EMERGENCY EXISTS WITHIN THE MEANING OF PUBLIC CONTRACT CODE SECTION 22035 WITH RESPECT TO THE SINKHOLES, ROAD FAILURES, AND SLOPE FAILURES ON LIMONITE AVENUE, BETWEEN BAIN STREET AND BEACH STREET (PYRITE CREEK) AND AUTHORIZING THE CITY MANAGER PURSUANT TO PUBLIC CONTRACT CODE SECTIONS 22035 AND 22050 TO ENTER INTO ONE OR MORE CONTRACTS ON BEHALF OF THE CITY TO IMMEDIATELY REPAIR THE DAMAGE AND REPLACE THE ROAD FACILITIES IN AN AMOUNT NOT TO EXCEED $500,000;
MAKING OTHER REQUIRED FINDINGS; AND PROVIDING FOR INCIDENTAL MATTERS RELATED THERETO

17. CITY COUNCIL MEMBER ORAL/WRITTEN REPORTS REGARDING REGIONAL BOARDS AND COMMISSIONS

A. MAYOR BRIAN BERKSON
   1. UPDATE ON THE METROLINK/SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY MEETING OF FEBRUARY 8, 2019
   2. UPDATE ON THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION MEETING OF FEBRUARY 13, 2019
   3. UPDATE ON THE MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE MEETING OF FEBRUARY 21, 2019

B. MAYOR PRO TEM ANTHONY KELLY, JR.
   1. UPDATE ON THE RIVERSIDE TRANSIT AGENCY – TRANSPORTATION NOW MEETING OF FEBRUARY 14, 2019
   2. UPDATE ON THE NORTHWEST MOSQUITO AND VECTOR CONTROL DISTRICT MEETING OF FEBRUARY 21, 2019

C. COUNCIL MEMBER CHRIS BARAJAS
   1. UPDATE ON THE WESTERN COMMUNITY ENERGY BOARD OF DIRECTORS MEETING OF FEBRUARY 13, 2019

18. CITY ATTORNEY’S REPORT

19. COUNCIL MEMBER REPORTS AND COMMENTS

20. ADJOURNMENT

Adjourn to the Regular Meeting of March 7, 2019 at 7:00 p.m. at the City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509.

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if you need special assistance to participate in a meeting of the Jurupa Valley City Council or other services, please contact Jurupa Valley City Hall at (951) 332-6464. Notification at least 48 hours prior to the meeting or time when services are needed will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Agendas of public meetings and any other writings distributed to all, or a majority of, Jurupa Valley City Council Members in connection with a matter subject to discussion or consideration at an open meeting of the
City Council are public records. If such writing is distributed less than 72 hours prior to a public meeting, the writing will be made available for public inspection at the City of Jurupa Valley, 8930 Limonite Avenue, Jurupa Valley, CA 92509, at the time the writing is distributed to all, or a majority of, Jurupa Valley City Council Members. The City Council may also post the writing on its Internet website at www.jurupavalley.org.

Agendas and Minutes are posted on the City’s website at www.jurupavalley.org.
MINUTES
OF THE JOINT SPECIAL MEETING
OF THE JURUPA VALLEY CITY COUNCIL AND PLANNING COMMISSION
January 30, 2019

The meeting was held at the Jurupa Valley City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA

1.  6:00 P.M. - JOINT WORKSHOP MEETING

Mayor Brian Berkson called the special meeting to order at 6:05 p.m. Mayor Pro Tem Anthony Kelly, Jr. was absent.

CALL TO ORDER – CITY COUNCIL:

• Brian Berkson, Mayor
• Anthony Kelly, Jr., Mayor Pro-Tem
• Chris Barajas, Council Member
• Lorena Barajas, Council Member
• Micheal Goodland, Council Member

CALL TO ORDER – PLANNING COMMISSION:

• Corey Moore, Chair
• Arleen Pruitt, Vice-Chair
• Mariana Lopez, Planning Commissioner
• Penny Newman, Planning Commissioner
• Guillermo Silva, Planning Commissioner

2.  PLEDGE OF ALLEGIANCE was led by City Attorney Peter Thorson.

3.  APPROVAL OF AGENDA

A motion was made by Council Member Micheal Goodland, seconded by Council Member Chris Barajas, to approve the Agenda

   Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland
   Noes: None
   Absent: A. Kelly

4.  WORK SESSION REGARDING FUTURE LAND USE AND DEVELOPMENT IN JURUPA VALLEY

A.  CONDUCT A JOINT CITY COUNCIL - PLANNING COMMISSION WORKSHOP TO DISCUSS FUTURE RESIDENTIAL, COMMERCIAL
AND INDUSTRIAL DEVELOPMENT WITHIN THE CITY OF JURUPA VALLEY

City Manager Gary Thompson gave an overview of the intent of the workshop which is to set policy for future development in the City of Jurupa Valley. Mr. Thompson noted that a letter from local developers Paul Talanian and Andrew Shores was received earlier today and copies have been provided to the Council and Members of the Planning Commission.

Mayor Pro Tem Anthony Kelly, Jr. arrived at 6:20 p.m.

5. PUBLIC APPEARANCE/COMMENTS

Jaime Legespi discussed the challenges in attracting the right businesses and affordable housing. He stated that he is a big proponent of asset building opportunities for low to moderate income individuals. He suggested forming a Task Force to study housing opportunities and what the community needs.

Kim Jarrell Johnson explained how the City of Fontana has transformed itself over recent years and is now attracting college-educated professionals. She encouraged the Council to strive to attract the same type of residents with the City’s existing housing stock and open land. She stated that the City’s development should be locally driven and not developer driven. She encouraged the Council to engage in a better economic development program and a professional and positive publicity campaign.

Mike Denholtz discussed the nine vacant acres that are located across from True Value Hardware. He asked if there are any proposals for this acreage or if the Council had a specific vision for this property.

Diana Fox stated that as a long-time resident of the City, she would like to see more housing options. She stated that not every parcel has to be a half acre lot, as most of the city’s young people are moving to other cities who have invested in diverse housing options. She encouraged the Council and Planning Commission to think about the entire trajectory of life and whether it is young people growing up and staying here, or seniors needing other housing options.

Josie Gaytan stated that she would like to see more affordable housing opportunities as most of the City’s young people end up moving to other cities that have more housing choices.

Betty Anderson stated that she read the new housing laws referenced in the agenda report and this is a regional requirement. She suggested that instead of allowing small lots with 3,000 sq. ft. homes, she would prefer small lots with 1,200 sq. ft. homes. She suggested that affordable housing requirements can be spread out through other jurisdictions. She stated that “giant housing” and apartments are not the only answer for housing. In terms
of commercial, they should be put in freeway accessible corridors. (Dan Shapiro donated his time to Ms. Anderson)

Rachel Lopez discussed the issue of blight. She outlined various issues on 58th Street, 64th Street, and 66th Street. She stated that she lives near the Goose Creek Golf Course and there is an easement nearby that has “weeds as tall as trees.” The trail is also overgrown with weeds and tree branches that have blocked access for residents and equestrians.

Mayor Berkson asked City staff to follow up on these issues.

Further discussion followed regarding affordable housing.

City Manager Thompson clarified that state law mandates that affordable housing is allocated on a regional basis, however, the housing needs assessment is reallocated back to local jurisdictions and the City of Jurupa Valley will be assigned a regional housing target.

Mayor Berkson asked City staff to explain the definition of affordable housing.

Mary Wright, Director of Planning Services, explained that housing assistance programs set maximum incomes for eligibility for affordable housing. She referenced the following: very low income: 50% of Area Medium Income or (AMI); lower income: 80% of AMI; and moderate income: 120% of AMI. The income levels are based on the number of members of a household.

Thomas Merrell, Planning Director explained the Regional Housing Needs Assessment (RHNA) is mandated by State Housing Law as part of the periodic process of updating local housing elements of the General Plan. The way it is implemented can take various forms such as subsidized or non-subsidized housing or it can be an entire project. In some cases market rate housing can also qualify for the middle income range.

Mayor Berkson stated that this workshop is providing an opportunity where both legislative bodies may interact. This is a learning experience for both the City Council and the members of the Planning Commission. He welcomed questions and input.

Mayor Pro Tem Anthony Kelly stated that the City Council serve their constituents. He encouraged residents to stay involved and participate. He discussed new state legislation that will make it easier to build high density housing near transit oriented development. He asked City Manager Thompson to elaborate on this issue.

Mr. Thompson clarified that a new bill is circulating through the Legislature that would make it very difficult to deny high density projects near a transit station such as the Metrolink. This is one more example of how the state is taking away local control because cities are not meeting their housing needs.
City Attorney Peter Thorson stated that another workshop could be useful just on the topic of housing laws. He explained that these are complex laws and City staff could provide an overview on some of the very complicated policy issues. He agreed with Mr. Thompson that this is a major issue that the City will have to deal with over the next few years.

Council Member Lorena Barajas questioned how many projects in the City would be considered affordable housing.

City Manager Thompson responded that the Veterans project on Mission Boulevard would qualify as affordable housing.

Further discussion followed.

Thomas Merrell, Planning Director, clarified that when City staff meet with developers they are advised to build lower densities and the common wisdom with affordable housing is to spread the high land costs over more units in order to make them affordable. Some of the locations that were identified in the 2017 General Plan have elevated densities in order to meet the state requirement for identifying sites that have sufficient density. The state’s normal density assumption for affordable housing is 30 units per acre and it has been his experience that it would be difficult for this community to understand if a project with that density was proposed. As a result, the only affordable housing projects that he has seen since the City’s incorporation are those that are subsidized.

Further discussion followed.

Council Member Lorena Barajas questioned what the Equestrian Lifestyle Protection Overlay means.

Thomas Merrell, Planning Director, responded that the Equestrian Lifestyle Protection Overlay zone was intended to embed in the General Plan what he and others believe is part of the culture of Jurupa Valley. He pointed out that it does not cover the entire city. It recognizes that there are a multiplicity of neighborhoods and communities and so it does not cover areas in the city where it made no sense. He noted that the overlay recommends that all new development take into consideration the maintenance and the protection of the equestrian lifestyle.

Council Member Micheal Goodland read aloud the Community Values Statement from the General Plan. He stated in December, through his ignorance, he made a mistake and he killed a project due to his decision-making so he asked that that project be brought back and re-evaluated by the City Council. He commended Planning Director Thomas Merrell, City Manager Gary Thompson, and Deputy City Manager George Wentz for their expertise in doing what is best for the City. He explained that it is not true that he wants half acre lots throughout the city, however, there are places in the city that merit half-acre lots to accommodate equestrian uses. He stated that he is opposed to small lots with 3,000 sq. ft. homes.
Council Member Chris Barajas discussed the City’s comparison with the City of Eastvale and stated that he likes Jurupa Valley and he does not want to become Eastvale. He stated that he is not against warehousing as there are areas in the City that are zoned for it. However, he would like to encourage more community benefits such as requiring union jobs with full-time employees. He encouraged the use of point of sale agreements as most of the warehouses do e-commerce business. He stated that truck routes need to be instituted in conjunction with a citywide truck ordinance. He stated that there are areas in the City that should include low-density development; however, he is also in favor of smaller homes on small lots that would be affordable to a young family. He is also opposed to gated communities. He discussed the General Plan, stating that he is open to zone changes if there are benefits to the community.

Further discussion followed.

Mayor Brian Berkson asked that the City’s Zoning Map be shown to the audience. He pointed out the different zones and densities, stating that this is the City’s “road map.” He suggested that developers take this into consideration before they go through the development process. He noted that in certain instances there may be an exception if the developer is willing to provide a community benefit.

Council Member Micheal Goodland suggested that the City Council and the Planning Commission be on the “same page” to facilitate development.

City Manager Gary Thompson clarified that there are several areas in the city that have to be re-zoned. He pointed out that there are existing zones that combine residential with industrial. He noted that these areas conflict with the General Plan and could be the reason why applicants are requesting either a General Plan Amendment or a Zone Change.

Mayor Pro Tem Anthony Kelly, Jr. discussed how there was a lack of CFD’s and street lights when Jurupa Valley was part of the County. He discussed the need for a better sense of communication and to do what is best for the City’s constituents.

Commissioner Mariana Lopez asked whether the City is meeting its affordable housing target. She requested that this information be brought back at the next workshop. She asked Mr. Thompson to elaborate on the sentiment that has been expressed by the development community.

City Manager Gary Thompson stated that the development community feels that they are unwelcome in Jurupa Valley. Often this sentiment is reflected on social media and it has gotten back to the building industry. Unfortunately, there are a lot of residents that support development; however, those individuals rarely speak up. The reason for tonight’s workshop is to try to bring in quality developments and find out what the road blocks are.

Further discussion followed.
Council Member Lorena Barajas discussed the concerns that have been brought up by residents such as traffic congestion, safety, and additional law enforcement.

City Manager Thompson clarified that it is often impractical to ask a developer to add law enforcement especially when dealing with a small in-fill project. He stated that the technical studies show the traffic impacts and staff relies on those studies when making a recommendation. He discussed the impracticality of requiring a developer to increase law enforcement when it is the City’s responsibility. It has been his experience that if residents do not want something they will find ways to say why the Council shouldn’t approve it. This is the message going to the development community.

Commissioner Arleen Pruitt questioned if a project comes before the Planning Commission and it involves a zone change and it is determined that the project will add to the value of the neighborhood and it will be a benefit to the community what other issues would need to be considered.

Mayor Berkson explained that what he feels Jurupa Valley represents comes from the City’s seal as it is the perfect example of what he would like to see. Examples include adding equestrian friendly elements to a project and changing a project’s aesthetics to reflect a more rural character. He added that is ok to continue a project if there is a need for additional research or there is an issue that needs clarification.

Further discussion followed concerning the Riverside Transmission Reliability Project.

Commissioner Penny Newman discussed the City’s fiscal and economic challenges and the Riverside Transmission Reliability Project which has negatively impacted development. She noted that for a new city there has been one obstacle after another which impacted the General Plan process and those financial limitations prevented a more thorough outreach to residents. She complimented the City’s efforts on the General Plan; however, she believes the City is not living up to the promise that was put in writing. She discussed the conflicting demands of the need for “workforce housing” and the need for a higher median income to attract business. She noted that the City needs to be mindful of when they can meet one of these needs. This can be accomplished by being more creative. She suggested creating an inventory of all the development which shows the City’s progress in meeting its housing requirements. She suggested setting up neighborhood advisory committees in each Council District to find out what residents want in their community.

Commissioner Guillermo Silva discussed the language barrier, noting that there is a large Hispanic population that are hindered by a lack of communication and resources.

Further discussion followed.

Mayor Pro Tem Anthony Kelly stated that he voted against Council Districts as he is opposed to creating an unnecessary sense of competition between each Council District.
Commissioner Corey Moore stated that while he is in favor of building homes that would attract businesses; he is opposed to displacing existing residents. He asked whether there are any home buyer assistance programs. He asked what the plan is for reconciling some of the current zoning.

Mary Wright, Director of Planning Services, explained that the City Council re-designated on the General Plan Land Use Map 21 properties in the city. The first effort is to look at the zoning of those 21 areas to bring those into consistency. In the future there should be an effort to reconcile the zoning and the General Plan designations throughout the rest of the city.

Commissioner Silva asked about engaging with the public according to the constraints in the Brown Act.

City Attorney Peter Thorson responded to Commissioner Silva and explained the legal requirements for communicating with constituents.

Further discussion followed.

Mayor Berkson suggested that there be engagement by the Planning Commission and the asking of tough questions.

Commissioner Penny Newman suggested that the City Council could be more proactive in addressing issues in the city such as seeking out programs that could help residents.

Council Member Goodland stated that he is opposed to creating more bureaucracy unless there is a definite need. He suggested that if a Planning Commissioner has a question regarding a particular project they should contact City staff.

Further discussion followed.

City Manager Gary Thompson discussed the City’s efforts to secure its own Community Development Block Grant funds. Most of this funding will be earmarked for low-income Census Tracts. He noted that a CDBG Advisory Committee will be formulated in the near future to set aside programs for home improvements and other resources.

Mayor Berkson suggested that members of the Planning Commission “go outside of the box” when reviewing projects and consider adding appropriate amenities such as tot lots or other quality of life issues.

Council Member Chris Barajas stated that Jurupa Valley is a community of communities and each of these communities has its own unique features. He suggested that it is important for the zoning to match the General Plan. He noted that in some cases a developer may wish to change the zoning for which there should be a comparable benefit to the community.
Council Member Micheal Goodland thanked everyone for coming out to tonight’s meeting.

Council Member Anthony Kelly, Jr. spoke in support of building a stronger bridge between local agencies to strengthen the community.

Council Member Chris Barajas stated that there is land in the Pedley area that is zoned light industrial. He would like to avoid any development in these areas as it will bring in additional trucks. He pointed out the areas that would benefit from additional commercial such as downtown Rubidoux, downtown Glen Avon and Etiwanda.

Mayor Berkson suggested scheduling another workshop in March to review the new housing laws. He requested an overlay showing the existing zoning inconsistencies. He requested a future agenda item for discussion of town hall meetings and Council District Workshops.

Further discussion followed regarding future development projects and community input.

Mayor Berkson suggested that if a project involves significant issues those projects should be reviewed ahead of time before moving forward.

Commissioner Penny Newman suggested that if a project involves significant issues, it could be set for a joint study session where the developer would have an opportunity to get preliminary feedback before making a formal application.

Council Member Micheal Goodland stated that he is not in favor of holding a study session to review development projects as it would add expenses to a project and would add more bureaucracy to the process. He noted that City staff are the experts and he relies on their expertise and decision-making.

Further discussion followed.

Mayor Berkson stated that he is looking forward to the next workshop and finding out what the City’s RHNA numbers are. He supports allowing developers the opportunity to obtain feedback before expending a lot of time and effort. This will ultimately establish parameters for future projects going forward.

6. ADJOURNMENT

There being no further business before the City Council, Mayor Berkson adjourned the meeting at 9:35 p.m.

The next meeting of the Jurupa Valley City Council will be held February 7, 2019 at 7:00 p.m. at the City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509.
Respectfully submitted,

Victoria Wasko, CMC
City Clerk
MINUTES
OF THE REGULAR MEETING
OF THE JURUPA VALLEY CITY COUNCIL
February 7, 2019

The meeting was held at the Jurupa Valley City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA

1. 6:00 P.M. - CALL TO ORDER AND ROLL CALL FOR WORKSHOP

- Brian Berkson, Mayor
- Anthony Kelly, Jr., Mayor Pro Tem
- Chris Barajas, Council Member
- Lorena Barajas, Council Member
- Micheal Goodland, Council Member

Mayor Brian Berkson called the workshop to order at 6:06 p.m.

2. ECONOMIC DEVELOPMENT STRATEGIC PLAN

George Wentz, Deputy City Manager and Tim Jonasson, Senior Manager, Development Services & Economic Development, presented the Economic Development Strategic Plan.

City Manager Gary Thompson reported that due to the City’s past fiscal challenges, there were never enough funds to establish an effective economic development budget. Economic Development will now be a higher priority which will include a recommendation for a full-time Economic Development Manager. He cautioned that the City is experiencing stagnant growth and without new development it may not survive the next 5-6 years.

Further discussion followed.

Council Member Goodland thanked staff for their efforts in putting the Economic Development Strategic Plan together.

Further discussion followed concerning development incentives.

Council Member Chris Barajas stated that he would support hiring a full-time Economic Development Manager, preferably someone that lives locally. He noted that he has heard comments from developers that moving a project forward is a lengthy process and he would appreciate efforts to expedite this process. He would also like to see the creation of citywide truck routes.

Mayor Brian Berkson suggested putting together an incentive program that would help stimulate economic growth.
George Wentz, Deputy City Manager, offered to put together a matrix that would identify various incentives that could be targeted to different types of development.

City Manager Gary Thompson outlined the challenges in getting projects approved due to unnecessary time constraints.

3. **7:00 P.M. - CALL TO ORDER AND ROLL CALL FOR REGULAR SESSION**

- Brian Berkson, Mayor
- Anthony Kelly, Jr., Mayor Pro Tem
- Chris Barajas, Council Member
- Lorena Barajas, Council Member
- Micheal Goodland, Council Member

Mayor Brian Berkson called the regular meeting to order at 7:08 p.m.

4. **INVOCATION** was given by Pastor Jeremy Williams, Grace Fellowship Church.

5. **PLEDGE OF ALLEGIANCE** was led by Victoria Wasko, City Clerk.

6. **APPROVAL OF AGENDA**

A motion was made by Council Member Chris Barajas, seconded by Council Member Council Member Micheal Goodland, to approve the Agenda and move Items 15.F and 15.G before the public hearings.

- **Ayes:** C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
- **Noes:** None
- **Absent:** None

7. **PRESENTATIONS**

A. **RECOGNITIONS TO CAPTAIN DANIEL HEDGE AND LIEUTENANT MICHAEL LUJAN AND INTRODUCTION OF POLICE CAPTAIN JOHN MORIN AND LIEUTENANT DANNY YOUNG**

The City Council expressed appreciation to Captain Daniel Hedge and Lieutenant Michael Lujan for providing exemplary service to the City of Jurupa Valley. Mayor Berkson presented plaques to each as a token of the City’s appreciation. Mayor Berkson congratulated Lieutenant Lujan on his recent promotion to Captain. He introduced and welcomed Captain John Morin and Lieutenant Danny Young who will assume their new assignments in Jurupa Valley.
B. INTRODUCTION OF THE NATIONAL DATE FESTIVAL QUEEN AND HER COURT

8. PUBLIC APPEARANCE/COMMENTS

Christy Legaspi, representing the Neighborhood Watch for Lennar Harvest Village, voiced concern regarding speeding, racing and accidents on Limonite Avenue. She asked the Council if there was a plan to add additional law enforcement.

Mayor Berkson requested that the Sheriff’s Department look into this issue.

Eddie Torres, representing Assemblmembmer Cervantes, announced an upcoming “Cash for College” workshop on February 19th at the School District’s Parent’s Center. This is a collaborative effort with the office of Senator Roth and the Inland Empire Economic Partnership. Experts in The Dream Act will also be available.

Stephen Anderson expressed his view that the issue of affordable housing needs to be defined, a plan to satisfy the issues needs to be established and all involved need to be educated about the plan. The issue is not to conform to a developer’s wish but to establish a plan. He added that it is inappropriate to give any additional funds to the Healthy Jurupa Valley Initiative as there are two staff members that are well versed about Mira Loma’s health issues yet they and their organization said nothing about the Flying J Project.

Betty Anderson referred to the Joint Planning Commission and City Council staff meeting, stating that developers need to do more public outreach and assume the risk for their projects. She stated that the City Council and the Planning Commission need to be more interested in what the community wants and less interested in what the developer says the City needs. She suggested holding neighborhood meetings to be more responsive to resident’s concerns.

Rogelio Cortez stated that he lives in Crestmore Heights. He voiced concern that there are issues with off-road vehicles and gunfire in the hills. He complimented the Sheriff for doing an outstanding job of responding to this “lawlessness”, however, it is very difficult to control. He suggested that a nearby resident is using the private property for his horse corral.

Mayor Berkson asked that staff look into these concerns.

Jacqueline Lee asked if there was an update on the Downey Park. She noted that Memorial Day weekend is coming up and she is concerned about the crowds.

City Manager Gary Thompson responded that the National Park Service is still working on the Park Plan. He noted that the City’s Park Rangers will be prepared to enforce traffic, crowds, and illegal activities.

Bernard Murphy reported that the beautification project at the intersection of Limonite and Van Buren is due for some additional maintenance. He encouraged City staff to coordinate this project with Caltrans.
David Argudo introduced himself as a former La Puente Council Member. He spoke on behalf of cannabis and suggested changes to the City’s ordinance and how it is defined. He suggested that accessibility could be improved to allow storefront delivery services.

Alejandro Romero stated that he was speaking on behalf of Mr. Juan Mireles who received two citations. He acknowledged the City’s Processing Center and the work of the City Clerk’s office and the Riverside County Sheriff’s Department in helping to resolve this issue.

9. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

Council Member Michael Goodland read a quote by Vivien Green.

Mayor Pro Tem Anthony Kelly, Jr. thanked everyone for attending tonight’s meeting. He thanked City staff for their efforts.

Mayor Brian Berkson discussed each Council Member’s participation in regional boards and committees which helps to enhance the quality of life for the entire region.

10. CITY MANAGER’S UPDATE

City Manager Gary Thompson had no report.

11. APPROVAL OF MINUTES

A. JANUARY 17, 2019 REGULAR MEETING

A motion was made by Council Member Micheal Goodland, seconded by Mayor Pro Tem Anthony Kelly, Jr., to approve the Minutes of the January 17, 2019 regular meeting.

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

12. CONSENT CALENDAR

A. COUNCIL APPROVAL OF A MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS INCLUDED IN THE AGENDA

Requested Action: That the City Council waive the reading of the text of all ordinances and resolutions included in the agenda.
B. CONSIDERATION OF CHECK REGISTER IN THE AMOUNT OF $2,194,758.25 - REMOVED FROM THE CONSENT CALENDAR FOR FURTHER DISCUSSION

Requested Action: That the City Council ratify the check registers dated January 10, 17 and 24 as well as the payroll registers dated January 16 and 30, 2019.

C. APPROVAL OF FINAL TRACT MAP 32704 LOCATED ON THE NORTH SIDE OF JURUPA ROAD BETWEEN PYRITe STREET AND TYROLITE STREET INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION, APPROVAL OF SUBDIVISION AGREEMENTS, AND ACCEPTANCE OF IMPROVEMENT BONDS (ALL ERA PROPERTIES, LLC) - REMOVED FROM THE CONSENT CALENDAR FOR FURTHER DISCUSSION

1. Requested Action: That the City Council approve Final Tract Map 32704 and accept the dedications as follows:
   a. Accept the offers of dedication for streets and public utility purposes over all of Lots “A” through “D”, inclusive as shown on Final Tract Map 32704.
   b. Release and relinquishment of access along Lot “B” (Jurupa Road), Lot “C” (Jurupa Road) and Lot “D” (Jurupa Road), the owners of lots 16 through 25, inclusive, abutting these roads and during such time will have no rights of access except the general easement of travel as shown on Final Tract Map 32704.
   c. Accept the real property described as Lot 27 for open space and public drainage purposes as shown on Final Tract Map 32704.
   d. Accept the real property described as an easement for public utility purposes over Lots 5, 6, 12, 13, and 14 as shown on Final Tract Map 32704.
   e. Accept the real property described as an easement for drainage purposes within Lot 16 as shown on Final Tract Map 32704.

2. Authorize the Mayor and City Clerk to sign Final Tract Map 32704.

3. Approve and authorize the Mayor and City Clerk to execute the Subdivision Improvement Agreements.

4. Accept the Irrevocable Standby Letter of Credit No.18OSL04249 in the amount of $1,068,000 for the construction of Improvements and survey monumentation.
D. AWARD OF CONSTRUCTION AGREEMENT TO ELECNOR BELCO ELECTRIC, INC. FOR THE LIMONITE AVENUE AND MARLATT STREET PEDESTRIAN HYBRID BEACON, CIP PROJECT NO. 17-C.1

1. Requested Action: That the City Council approve and award a construction agreement to Elecnor Belco Electric, Inc. in the amount of $147,526 for the Limonite Avenue and Marlatt Street Pedestrian Hybrid Beacon (Agreement) for the work included in its proposal, and authorize the City Manager to execute the Agreement in substantially the form attached to the staff report as approved by the City Attorney; and

2. Authorize the City Manager to execute contract change orders not to exceed 5% of the total agreement, pursuant to requirements set forth in the agreement; and

3. That the City Council appropriate $140,000 of Development Impact Fee (DIF) funds from the Traffic Signal Installation/Interconnect, Limonite Ave Project (Acct. No. 62311) to the Project account to fund the total project costs; and

4. Authorize the City Manager to record the Notice of Completion upon acceptance of the work by the City Engineer.

A motion was made by Council Member Micheal Goodland, seconded by Mayor Pro Tem Anthony Kelly, Jr., to approve the Consent Calendar, with the exception of Items 12.B and 12.C, which were removed for further discussion.

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

13. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

12.B. CONSIDERATION OF CHECK REGISTER IN THE AMOUNT OF $2,194,758.25

Council Member Micheal Goodland requested that Item 12.B be removed from the Consent Calendar for further discussion.

City Manager Gary Thompson provided additional information and responded to Council’s questions.

A motion was made by Council Member Micheal Goodland, seconded by Council Member Chris Barajas to ratify the check registers dated January 10, 17 and 24 as well as the payroll registers dated January 16 and 30, 2019.
C. APPROVAL OF FINAL TRACT MAP 32704 LOCATED ON THE NORTH SIDE OF JURUPA ROAD BETWEEN PYRITE STREET AND TYROLITE STREET INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION, APPROVAL OF SUBDIVISION AGREEMENTS, AND ACCEPTANCE OF IMPROVEMENT BONDS (ALL ERA PROPERTIES, LLC)

Council Member Micheal Goodland requested that Item 12.C be removed from the Consent Calendar for further discussion.

City Attorney Peter Thorson announced that Mayor Brian Berkson would not participate in this item as he lives near this project.

Mayor Berkson stepped down from the dais and left the Council Chamber.

Steve Loriso, City Engineer, provided additional information and responded to Council’s questions.

A motion was made by Council Member Micheal Goodland, seconded by Council Member Chris Barajas, to:

1. Approve Final Tract Map 32704 and accept the dedications as follows:

   a. Accept the offers of dedication for streets and public utility purposes over all of Lots “A” through “D”, inclusive as shown on Final Tract Map 32704.

   b. Release and relinquishment of access along Lot “B” (Jurupa Road), Lot “C” (Jurupa Road), and Lot “D” (Jurupa Road), the owners of lots 16 through 25, inclusive, abutting these roads and during such time will have no rights of access except the general easement of travel as shown on Final Tract Map 32704.

   c. Accept the real property described as Lot 27 for open space and public drainage purposes as shown on Final Tract Map 32704.

   d. Accept the real property described as an easement for public utility purposes over Lots 5, 6, 12, 13, and 14 as shown on Final Tract Map 32704.

   e. Accept the real property described as an easement for drainage purposes within Lot 16 as shown on Final Tract Map 32704.
2. Authorize the Mayor and City Clerk to sign Final Tract Map 32704.

3. Approve and authorize the Mayor and City Clerk to execute the Subdivision Improvement Agreements.

4. Accept the Irrevocable Standby Letter of Credit No.18OSL04249 in the amount of $1,068,000 for the construction of Improvements and survey monumentation.

   Ayes: C. Barajas, L. Barajas, M. Goodland, A. Kelly
   Noes: None
   Absent: B. Berkson

The following items were taken out of order:

F. CONSIDERATION OF A RESOLUTION OPPOSING THE FONTANA WEST VALLEY LOGISTICS CENTER SPECIFIC PLAN; MASTER CASE NO. 13-034; GENERAL PLAN AMENDMENT NO. 11-026; ZONE CHANGE AMENDMENT NO. 11-016; SPECIFIC PLAN AMENDMENT NO. 11-003; DEVELOPMENT AGREEMENT NO. 11-002; TENTATIVE PARCEL MAP NO. 19156 (TPM NO. 13-005)

Thomas Merrell, Planning Director, presented the staff report.

Betty Anderson voiced concern that the same concerns expressed for the Fontana West Valley Logistics Center could have been used to oppose the Pilot Flying J project. She stated that she agrees with Planning staff as the City of Fontana has consistently ignored environmental hazards that negatively impact their residents.

Graciela Larios, representing the Center for Community Action and Environmental Justice, thanked the Council for taking a stand against the West Valley Logistics Center to show that residents in neighboring cities matter. She stated that this project will negatively impact the entire region. She urged the Council to continue to abide by their own environmental justice element and continue to uplift disadvantaged communities that need this type of leadership.

Council Member Chris Barajas stated that he asked that this item be brought forward to confirm the Council’s opposition.

A motion was made by Council Member Chris Barajas, seconded by Council Member Lorena Barajas, to adopt Resolution 2019-12, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, OPPOSING THE FONTANA WEST VALLEY LOGISTICS CENTER SPECIFIC PLAN; MASTER CASE NO. 13-034; GENERAL PLAN AMENDMENT NO. 11-026; ZONE CHANGE AMENDMENT
NO. 11-016; SPECIFIC PLAN AMENDMENT NO. 11-003; DEVELOPMENT AGREEMENT NO. 11-002; TENTATIVE PARCEL MAP NO. 19156 (TPM NO. 13-005)

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

G. DISCUSSION OF STATUS OF RIVERSIDE TRANSMISSION RELIABILITY PROJECT; DIRECTION TO STAFF REGARDING OUTREACH TO PUBLIC, ELECTED OFFICIALS AND MEDIA

City Manager Gary Thompson reported that the City of Riverside is spreading false information about the Riverside Transmission Reliability Project in that if the high voltage transmission lines are put underground, which is the environmentally superior alternative, it will increase costs to the ratepayers. This is an opportunity to correct this false narrative and allow the City of Jurupa Valley to promote their own public engagement campaign.

Betty Anderson discussed how she has fought this project since 2007. She noted how the Jurupa Community Services District and the Jurupa Unified School District both sent resolutions opposing this project. They did it again in 2010. Also in 2007, the Riverside County Board of Supervisors opposed this project. Supervisor Tavaglione even wrote an opinion in the Press Enterprise newspaper. She suggested that the City’s website include up-to-date information.

Rick Bondar stated that the Riverside Transmission Reliability Project will have a permanent and long lasting effect on the city and the stakes are very high. He presented a photograph of what the high voltage transmission lines will look like. He stated that Southern California Edison has been instructed by the Administrative Law Judge to demonstrate that undergrounding the transmission lines north of Limonite was not feasible. He noted that the process is coming to a conclusion and even though the City of Riverside causes all of the damage to Jurupa Valley and pays only 1% of the costs, their mayor and city leaders like the President of the Riverside Chamber of Commerce who is the wife of Senator Roth have now begun a public opposition campaign to oppose the PUC’s recommendation to underground the balance of Jurupa Valley because Riverside fears some unknown cost. He asked the Council to consider taking all actions to engage the community, the media and the City’s legislative representatives. (Richard Lynch donated his time to Mr. Bondar)

Mayor Berkson stated that incorrect facts lead to misinformation and he supports a well-crafted letter that gives the facts and challenges incorrect information.

Further discussion followed regarding scheduling a town hall meeting that would involve Senator Roth and Assemblymember Cervantes.
City Attorney Peter Thorson clarified that the City has filed very formal written briefs with the CPUC that puts forth the City’s position. Mr. Bondar and one other property owner have also provided written testimony explaining their position and why it is best to do it underground.

By consensus, the City Council instructed staff to draft a formal letter that will challenge the misinformation, encourage participation with business owners, nonprofits, local jurisdictions, and other stakeholders to accelerate the public awareness campaign.

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly  
Noes: None  
Absent: None

14. PUBLIC HEARINGS

A. PUBLIC HEARING TO CONSIDER CHANGE OF ZONE (CZ) NO. 18001 FROM R-R (RURAL RESIDENTIAL) TO R-1 (ONE FAMILY DWELLINGS) AND NOTICE OF PLANNING COMMISSION DECISION TO APPROVE MASTER APPLICATION (MA) NO. 18089 (TTM37470, VAR18004, AND EXCEPTION TO SECTION 7.10.080 (C) OF TITLE 7) A PROCEDURAL REQUIREMENT FOR NOTICING THE ADVISORY AGENCY’S (PLANNING COMMISSION) DECISION OF APPROVING A SUBDIVISION OF A PROPERTY LOCATED SOUTH OF INTERSECTION OF 30TH STREET AND SIERRA AVENUE, APNS: 177-020-018; 177-020-012; 177-110-005 (APPLICANT: JA BRAY, LLC)

Annette Tam, Senior Planner, presented the staff report.

Mayor Berkson opened the public hearing and called for any public comments.

John Schafer, representing Ja Bray, LLC (applicant), spoke in support of the project. He described the project’s three distinct villages which includes an overall density of 2.5 units per acre. He added that the 7,200 square ft. lots would not blend in well with the rest of the community.

Russell Sanders spoke in opposition to the project voicing a concern that it will create additional traffic to an already congested area.

John Schafer, representing the applicant, addressed the previous speaker’s comments. He stated that in addition to the normal traffic fees associated with the project, they are also conditioned to make a $2.2 million contribution to the city for fair share improvements to address the traffic issues. This includes signalization, widening of intersections and turn lanes. There is also a school mitigation agreement with the School District that addresses both the larger project and the 32 lots.
Further discussion followed.

There being no further comments, the public hearing was continued to a future date.

A motion was made by Mayor Pro Tem Anthony Kelly, Jr., seconded by Council Member Chris Barajas, to continue Change of Zone (CZ) No. 18001 from R-R (Rural Residential) to R-1 (One Family Dwellings) and Notice of Planning Commission Decision to approve Master Application (MA) No. 18089, and appeal TTM37470, VAR18004, and Exception to Section 7.10.080 (c) of Title 7.

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

B. PUBLIC HEARING TO CONSIDER MASTER APPLICATION 18246 (MA18246): APPEAL (AP18002) OF THE PLANNING COMMISSION DECISION TO INCLUDE A CONDITION OF APPROVAL THAT REQUIRES THE ELIMINATION OF A PARKING AREA ENCROACHING ON AN ADJACENT LOT FOR MASTER APPLICATION (MA) NO. 18113: SITE DEVELOPMENT PERMIT NO. 18052 (SDP18052) TO ALLOW THE CONSTRUCTION OF A 7,360 SQUARE-FOOT AUTO PARTS SUPPLY STORE LOCATED AT 9056 MISSION BOULEVARD (APN:169-120-036) (APPELLANT: AUTOZONE AND MERIDIAN PROPERTY VENTURES)

Roberto Gonzalez, Assistant Planner, presented the staff report.

Thomas Merrell, Planning Director summarized the issues which led to the appeal. He described the disconnect between some of the goals and the visioning of the General Plan and some of the things that this applicant would like to do. He pointed out that when an applicant is proposing a site development permit that it has to be designed in such a way that it does not spoil the development potential of the surrounding properties. He explained his recommendation to the Planning Commission.

Mayor Berkson asked whether there is any correspondence from the adjoining property owner granting AutoZone permission to use his property.

Mr. Gonzalez responded that he understood that may be in process, however, there is nothing currently on file with the City.

Further discussion followed.

Mayor Berkson opened the public hearing and called for any public comments.

Mike Conn, Meridian Property Ventures, representing the appellant, explained why the conditions are troubling for the operator. He gave a brief PowerPoint presentation showing an aerial layout of the vacant land yet to be developed. He described the
project’s farm style finishes and the image they are trying to convey. He added that it is the most expensive AutoZone ever constructed in Southern California. He stated that their project will not impact future development of the adjoining site as the two parking lots will be connected and the parking lot stalls are not exclusive to AutoZone. He stated that the adjacent property owner has signed an easement that will grant access to AutoZone.

Nick Wirick, Lee & Associates, stated that he represents Jose Manzano, who is the owner of both properties. Mr. Wirick indicated that Mr. Manzano has consented to the easement. He is also the stakeholder in the adjacent property and is retaining that for future development. He noted that Mr. Manzano considers the AutoZone property as an added value to this property and to his retained property.

Brian Dawdry stated that he is a senior real estate development manager for AutoZone. He detailed why AutoZone is appealing the Planning Commission’s decision as customer friendly parking spots are important to their customer service base. He outlined their market research and their efforts to design a unique building that would be an asset to the community.

Ron Anderson stated that he generally will not second guess the Planning Commission’s decision; however, not all the relevant information may have been available to the Planning Commission at the time they made their decision. He stated that to reject this project would send the wrong message to the development community.

Becky Dansker, representing AutoZone, summarized the entire project and costs involved. She spoke in support of the project and detailed why it would be a premier development. She indicated that they have met with the adjacent property owner and he has expressed support for the project moving forward. She encouraged the Council to respect Mr. Manzano as a private property owner and his plans for his own property. She advised that without the additional parking the project will not go forward.

Jose Manzano confirmed that he is the property owner of the two parcels and he is in agreement with the AutoZone’s proposed development. He confirmed that by allowing the parking spaces to go in, it will not impede any future development on his own property.

Further discussion followed.

Council Member Michael Goodland stated that he does not see the need for so many additional parking stalls. He indicated that he supports City staff’s recommendation.

There being no further comments, the public hearing was closed.
A motion was made by Council Member Chris Barajas, seconded by Council Member Lorena Barajas, to adopt Resolution No. 2019-11, with the following revisions, (A) Applicant may use thirteen (13) additional parking spaces for the auto parts store from the adjacent property (APN 169-120-037) pursuant to an easement confirmed by the Planning Department and the 13 parking spaces shall be paved and marked consistent with the parking on the site, (B) six (6) parking spaces shall be designated for outdoor customer service on the parking lot, (C) a shared driveway with the adjacent property (APN 169-120-037) shall be allowed as shown on the site plan, (D) trash containers shall be placed in the parking lot as necessary for the collection of trash on the parking lot, and (E) the Site Plan and Conditions of Approval shall be revised to conform to these modifications; said Resolution is entitled:


Ayes: C. Barajas, L. Barajas, B. Berkson, A. Kelly
Noes: M. Goodland
Absent: None

15. COUNCIL BUSINESS

A. ADOPTION OF AN ORDINANCE TO ALLOW MICROENTERPRISE HOME KITCHEN OPERATIONS IN THE CITY UNDER NEW STATE LEGISLATION, AB 626

City Attorney Peter Thorson presented the staff report.

Further discussion followed.

A motion was made by Council Member Micheal Goodland, seconded by Council Member Chris Barajas, to conduct a first reading and introduce Ordinance No. 2019-03, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING CHAPTER 6.100 AND AMENDING TITLE 9, PLANNING AND ZONING, OF THE JURUPA VALLEY MUNICIPAL CODE TO IMPLEMENT THE PERMITTING AND REGULATION OF MICROENTERPRISE HOME KITCHEN OPERATIONS
AND FINDING AN EXEMPTION PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland
Noes: A. Kelly
Absent: None

B. ORDINANCE ADDING SECTION 2.36 OF THE JURUPA VALLEY MUNICIPAL CODE ESTABLISHING THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE AND ASSOCIATED REGULATIONS

Sean McGovern, Senior Management Analyst, presented the staff report.

Council Member Chris Barajas questioned whether all of the information as to the status of applications will be made available for public review.

Mayor Berkson suggested that another meeting be added to the schedule so that the Committee has sufficient time to review any issues and make their recommendations to the Council.

City Manager Gary Thompson confirmed that he will work with staff to add an additional meeting to the Schedule

Further discussion followed.

A motion was made by Mayor Pro Tem Anthony Kelly, Jr., seconded by Council Member Micheal Goodland, to conduct a first reading and introduce Ordinance No. 2019-04, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING SECTION 2.36 TO THE JURUPA VALLEY MUNICIPAL CODE ESTABLISHING THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE AND SETTING FORTH PROCEDURAL RULES AND REGULATIONS FOR THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

C. ADOPTION OF AN ORDINANCE CONCERNING PROCEDURES FOR APPEALS OF PLANNING COMMISSION LAND USE DECISIONS TO THE CITY COUNCIL AND PLANNING COMMISSION RECOMMENDATIONS TO THE CITY COUNCIL

City Attorney Peter Thorson presented the staff report.
Further discussion followed

A motion was made by Council Member Micheal Goodland, seconded by Mayor Brian Berkson, to conduct a first reading and introduce Ordinance No. 2019-05, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING SECTION 9.05.100 and 9.05.110 TO THE JURUPA VALLEY MUNICIPAL CODE CONCERNING PROCEDURES FOR APPEALS OF PLANNING COMMISSION LAND USE DECISIONS TO THE CITY COUNCIL AND PLANNING COMMISSION RECOMMENDATIONS TO THE CITY COUNCIL, AMENDING VARIOUS SECTIONS OF TITLE 7, SUBDIVISIONS, AND TITLE 9, PLANNING AND ZONING, TO IMPLEMENT NEW SECTION 9.05.100 AND FINDING THAT THE MODIFICATIONS TO PROCEDURES ARE EXEMPT FROM CEQA PURSUANT TO SECTIONS 15061(b)(3) OF THE CEQA GUIDELINES

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

D. AMENDMENT TO JURUPA VALLEY MUNICIPAL CODE TO PROVIDE ADDITIONAL REGULATIONS FOR THE DISPLAY OF MOBILE VENDING PERMITS AND RELATING TO VENDING NEAR FARMER’S MARKETS AND SPECIAL EVENTS

City Attorney Peter Thorson presented the staff report.

Further discussion followed.

A motion was made by Council Member Micheal Goodland, seconded by Mayor Pro Tem Anthony Kelly, Jr., to conduct a first reading and introduce Ordinance No. 2019-06, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING SECTION 6.20.090 OF THE JURUPA VALLEY MUNICIPAL CODE RELATING TO THE DISPLAY OF MOBILE FACILITY VENDING PERMITS AND SECTION 6.20.110 (20) AND (21) RELATING TO VENDING NEAR FARMER’S MARKETS AND SPECIAL EVENTS AND FINDING THE ORDINANCE EXEMPT FROM CEQA

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None
E. AMENDING CHAPTER 3.70 OF THE JURUPA VALLEY MUNICIPAL CODE TO INCLUDE A PROCESS FOR WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) CALCULATION AND COLLECTION OF FEES UNDER THE WESTERN RIVERSIDE COUNTY TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM

Steve Loriso, City Engineer, presented the staff report.

Further discussion followed.

A motion was made by Council Member Chris Barajas, seconded by Council Member Lorena Barajas, to conduct a first reading and introduce Ordinance No. 2019-07, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING CHAPTER 3.70 OF THE JURUPA VALLEY MUNICIPAL CODE TO INCLUDE A PROCESS FOR WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS’ CALCULATION AND COLLECTION OF FEES UNDER THE WESTERN RIVERSIDE COUNTY TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM AND DETERMINING THAT THE ORDINANCE IS EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW UNDER SECTION 15378(B)(4) OF THE CEQA GUIDELINES

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None

16. CITY COUNCIL MEMBER ORAL/WRITTEN REPORTS REGARDING REGIONAL BOARDS AND COMMISSIONS

A. MAYOR BRIAN BERKSON

1. Mayor Berkson stated that he would forward a written recap of the Interagency Coordinating Council meeting held January 25, 2019 to the Council.

2. Mayor Berkson gave an update on the Riverside County Transportation Commission workshop held January 31 – February 1, 2019.

B. MAYOR PRO TEM ANTHONY KELLY, JR.


C. COUNCIL MEMBER LORENA BARAJAS

1. Council Member Barajas gave an update on the Western Riverside County Regional Conservation Authority meeting of February 4, 2019.

D. COUNCIL MEMBER MICHEAL GOODLAND


2. Council Member Goodland gave an update on the Healthy Jurupa Valley Community meeting of February 5, 2019.

17. CITY ATTORNEY'S REPORT

City Attorney Peter Thorson had no report.

18. COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Chris Barajas asked for an update on the Etiwanda Truck Study and recording/live streaming Council meetings.

Mayor Pro Tem Anthony Kelly, Jr., announced that free sandbags are available at the Lion’s Club.

19. ADJOURNMENT

There being no further business before the City Council, Mayor Berkson adjourned the meeting at 11:40 p.m.

The next meeting of the Jurupa Valley City Council will be held February 21, 2019 at 7:00 p.m. at the City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509.

Respectfully submitted,

Victoria Wasko, CMC
City Clerk
STAFF REPORT

DATE: FEBRUARY 21, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY S. THOMPSON, CITY MANAGER
BY: ALAN KREIMEIER, ADMINISTRATIVE SERVICES DIRECTOR

SUBJECT: AGENDA ITEM NO. 13.B

CHECK REGISTERS

RECOMMENDATION

That the City Council ratify the check registers dated January 31 and February 7 as well as the payroll registers dated February 5 and 13, 2019.

The City Council of the City of Jurupa Valley authorizes expenditures through the annual budget process. The FY 2018-19 Budget was adopted on June 7, 2018. Expenditures not included in the annual budget process are approved by resolution throughout the fiscal year.

ANALYSIS

All expenditures on the attached check registers have been approved by the City Council and are in conformance with the authority provided by Section 37208 of the Government Code. The check register dated January, 31, 2019 included a $1,760.89 payment to Chase Card Services. The Statement, with purchase details, is attached herewith.

OTHER INFORMATION

None.

FINANCIAL IMPACT

Check registers:

01/31/19 $ 839,178.21
02/07/19 $ 996,537.86
Payroll registers:

02/05/19  $3,388.61
02/13/19  $57,709.19

TOTAL  $1,896,813.87

ALTERNATIVES

1. Not ratify the attached check registers.

Prepared by:  Submitted by:

[Signatures]
Alan Kreimeier  Gary S. Thompson
Administrative Services Director  City Manager

Attachments:

1. Check registers dated January 31 February 7, 2019
2. Payroll registers dated February 5 and 13, 2019
3. Chase Credit Card Statement
<table>
<thead>
<tr>
<th>Check #</th>
<th>Date</th>
<th>Vendor</th>
<th>Invoice</th>
<th>Inv Date</th>
<th>Description</th>
<th>Amount Paid</th>
<th>Check Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>11138</td>
<td>1/31/2019</td>
<td>AT&amp;T WIRELESS</td>
<td>BD2018-15220</td>
<td>1/29/2019</td>
<td>BLDG REIMB-12180 MISSION</td>
<td>216.51</td>
<td>216.51</td>
</tr>
<tr>
<td>11139</td>
<td>1/31/2019</td>
<td>AWESOME AWARDS</td>
<td>25477</td>
<td>1/14/2019</td>
<td>GAVEL - MAYOR BRIAN BERK</td>
<td>21.55</td>
<td>21.55</td>
</tr>
<tr>
<td>11140</td>
<td>1/31/2019</td>
<td>BONILLA, VERONICA</td>
<td>BD2018-16222</td>
<td>1/29/2019</td>
<td>BLDG REIMB-7030 34TH ST.</td>
<td>381.48</td>
<td>381.48</td>
</tr>
<tr>
<td>11141</td>
<td>1/31/2019</td>
<td>CALIF CONST AND FIRE RESTBD2018-16232</td>
<td>1/29/2019</td>
<td>BLDG REIMB-6781 CAHUILLA</td>
<td>494.09</td>
<td>494.09</td>
<td></td>
</tr>
<tr>
<td>11142</td>
<td>1/31/2019</td>
<td>CALIFORNIA NEWSPAPERS</td>
<td>P 0011225564</td>
<td>1/21/2019</td>
<td>RUBIDOUX BLVD PAVE REHA</td>
<td>787.60</td>
<td></td>
</tr>
<tr>
<td>11143</td>
<td>1/31/2019</td>
<td>CASTANEDA, MARIA</td>
<td>0011221324</td>
<td>1/11/2019</td>
<td>MA16224 DRAFT EIR NOA - _f</td>
<td>379.50</td>
<td>1,167.10</td>
</tr>
<tr>
<td>11144</td>
<td>1/31/2019</td>
<td>CHASE CARD SERVICES</td>
<td>BD2015-6636</td>
<td>1/29/2019</td>
<td>BLDG REIMB-10629 54TH ST.</td>
<td>107.41</td>
<td>107.41</td>
</tr>
<tr>
<td>11145</td>
<td>1/31/2019</td>
<td>COLONIAL LIFE INS CO</td>
<td>4522090-02018C</td>
<td>1/22/2019</td>
<td>FEB 2019 EMP CAFETERIA PL</td>
<td>468.25</td>
<td>468.25</td>
</tr>
<tr>
<td>11146</td>
<td>1/31/2019</td>
<td>DE LAGE LADEN FINANCIAL</td>
<td>62267557</td>
<td>1/20/2019</td>
<td>1/15/19-2/14/19 COPIER LEAS</td>
<td>1,174.88</td>
<td>1,174.88</td>
</tr>
<tr>
<td>11147</td>
<td>1/31/2019</td>
<td>DIVISION OF STATE ARCHITE</td>
<td>012319</td>
<td>1/23/2019</td>
<td>OCT-DEC 2017 SB1186 FEES</td>
<td>996.00</td>
<td>996.00</td>
</tr>
<tr>
<td>11148</td>
<td>1/31/2019</td>
<td>ECS IMAGING, INC</td>
<td>13775</td>
<td>1/17/2019</td>
<td>BLDG &amp; SAFETY DEPT SCAN</td>
<td>8,553.51</td>
<td>8,553.51</td>
</tr>
</tbody>
</table>
## Final Check List
City of Jurupa Valley

### Bank: Chase CHASE BANK

<table>
<thead>
<tr>
<th>Check #</th>
<th>Date</th>
<th>Vendor</th>
<th>Invoice</th>
<th>Inv Date</th>
<th>Description</th>
<th>Amount Paid</th>
<th>Check Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>11149</td>
<td>1/31/2019</td>
<td>EDISON - SOUTHERN CALIFOR - 40-534-6719</td>
<td>1/19/2019</td>
<td>TRAFFIC SIGNAL ELECTRIC</td>
<td>1,872.65</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Voucher:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-41-364-7926</td>
<td></td>
<td>1/19/2019</td>
<td>LLMD ELECTRIC CHARGES</td>
<td>109.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-41-438-9403</td>
<td></td>
<td>1/19/2019</td>
<td>LLMD ELECTRIC CHARGES</td>
<td>37.37</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-41-380-0798</td>
<td></td>
<td>1/19/2019</td>
<td>LLMD ELECTRIC CHARGES</td>
<td>34.42</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-40-010-3776</td>
<td></td>
<td>1/19/2019</td>
<td>CFD IRR ELECTRICAL CHARGE</td>
<td>30.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-38-507-8118</td>
<td></td>
<td>1/19/2019</td>
<td>LLMD ELECTRIC CHARGES</td>
<td>30.03</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-40-885-5948</td>
<td></td>
<td>1/19/2019</td>
<td>LLMD ELECTRIC CHARGES</td>
<td>28.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-38-508-0718</td>
<td></td>
<td>1/19/2019</td>
<td>LLMD ELECTRIC CHARGES</td>
<td>28.07</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-40-010-3693</td>
<td></td>
<td>1/19/2019</td>
<td>CFD IRR ELECTRICAL CHARGE</td>
<td>27.93</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-38-508-0767</td>
<td></td>
<td>1/19/2019</td>
<td>LLMD ELECTRIC CHARGES</td>
<td>27.93</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-40-885-6102</td>
<td></td>
<td>1/19/2019</td>
<td>LLMD ELECTRIC CHARGES</td>
<td>27.79</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-41-136-1215</td>
<td></td>
<td>1/19/2019</td>
<td>CFD IRR ELECTRICAL CHARGE</td>
<td>26.89</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-39-859-5173</td>
<td></td>
<td>1/19/2019</td>
<td>CFD IRR ELECTRICAL CHARGE</td>
<td>26.64</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-39-859-5223</td>
<td></td>
<td>1/19/2019</td>
<td>CFD IRR ELECTRICAL CHARGE</td>
<td>25.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-38-507-8035</td>
<td></td>
<td>1/19/2019</td>
<td>LLMD ELECTRIC CHARGES</td>
<td>25.38</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-38-507-7615</td>
<td></td>
<td>1/19/2019</td>
<td>LLMD ELECTRIC CHARGES</td>
<td>25.11</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-38-507-7821</td>
<td></td>
<td>1/19/2019</td>
<td>LLMD ELECTRIC CHARGES</td>
<td>25.11</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-41-192-2446</td>
<td></td>
<td>1/19/2019</td>
<td>LLMD ELECTRIC CHARGES</td>
<td>25.10</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-40-010-3867</td>
<td></td>
<td>1/19/2019</td>
<td>CFD IRR ELECTRICAL CHARGE</td>
<td>25.08</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-40-380-7605</td>
<td></td>
<td>1/19/2019</td>
<td>CFD IRR ELECTRICAL CHARGE</td>
<td>24.96</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-38-507-8175</td>
<td></td>
<td>1/19/2019</td>
<td>LLMD ELECTRIC CHARGES</td>
<td>24.39</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-40-010-3974</td>
<td></td>
<td>1/19/2019</td>
<td>CFD IRR ELECTRICAL CHARGE</td>
<td>24.39</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-38-507-7961</td>
<td></td>
<td>1/19/2019</td>
<td>LLMD ELECTRIC CHARGES</td>
<td>17.04</td>
<td>2,549.78</td>
<td></td>
</tr>
<tr>
<td>11150</td>
<td>1/31/2019</td>
<td>FASTENAL COMPANY</td>
<td>CAJUR30172</td>
<td>PW SUPPLIES</td>
<td>117.78</td>
<td>117.78</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Voucher:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11151</td>
<td>1/31/2019</td>
<td>FCS INTERNATIONAL, INC</td>
<td>00068636</td>
<td>CS16002-DEC 2018 RIO VIS / 7</td>
<td>10,761.44</td>
<td>10,761.44</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Voucher:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11152</td>
<td>1/31/2019</td>
<td>FERRO, JOSEPH AND JUDIT</td>
<td>BD2018-16225</td>
<td>BLDG REIMB-7029 ALMANDIN</td>
<td>457.57</td>
<td>457.57</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Voucher:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11153</td>
<td>1/31/2019</td>
<td>FLENTES, ENRIQUE</td>
<td>BD2018-15442</td>
<td>BLDG REIMB-11201 IBERIA ST</td>
<td>566.51</td>
<td>566.51</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Voucher:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Voucher:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11155</td>
<td>1/31/2019</td>
<td>HANNO, RANDY</td>
<td>1283</td>
<td>INSTALL DOCUMENT PROJECT</td>
<td>1,557.80</td>
<td>1,557.80</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Voucher:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check #</td>
<td>Date</td>
<td>Vendor</td>
<td>Invoice</td>
<td>Inv Date</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
<tr>
<td>--------</td>
<td>---------</td>
<td>---------------------------------</td>
<td>--------------------------</td>
<td>----------</td>
<td>----------------------------------</td>
<td>--------------</td>
<td>-------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>HD SUPPLY CONSTRUCTION</td>
<td>1/17/2019</td>
<td>COLD MIX ASPHALT</td>
<td>3,371.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1/9/2019</td>
<td>PW SUPPLIES - CITY HALL B/</td>
<td>570.93</td>
<td>3,942.18</td>
</tr>
<tr>
<td>11156</td>
<td>1/31/2019</td>
<td></td>
<td>HR GREEN</td>
<td>1/18/2019</td>
<td>OCT 2018 PROF SVC/S</td>
<td>667,154.84</td>
<td>667,154.84</td>
</tr>
<tr>
<td>11157</td>
<td>1/31/2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>JURUPA COMMUNITY SERVIC</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>268.16</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>24035-002</td>
<td></td>
<td>WATER &amp; SEWER</td>
<td>232.16</td>
<td></td>
</tr>
<tr>
<td>11158</td>
<td>1/31/2019</td>
<td></td>
<td>21844-002</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>194.72</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>21576-002</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>194.72</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>21846-002</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>194.72</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>30161-003</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>173.71</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>23830-003</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>152.11</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>41542-002</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>124.03</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>30162-003</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>124.03</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>21573-004</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>124.03</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>30163-003</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>124.03</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>42322-002</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>124.03</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>42271-002</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>124.03</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>21574-005</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>91.10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>30159-003</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>80.30</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>41535-002</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>60.86</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>30160-003</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>60.86</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>22280-002</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>60.86</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>21562-002</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>60.86</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>21575-002</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>60.86</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>34405-003</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>60.86</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>37986-004</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>60.86</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>37986-003</td>
<td>1/23/2019</td>
<td>LLMD WATER CHARGES</td>
<td>36.46</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>41478-001</td>
<td>1/23/2019</td>
<td>WATER &amp; SEWER</td>
<td>29.00</td>
<td>2,817.36</td>
</tr>
<tr>
<td>Check #</td>
<td>Date</td>
<td>Vendor</td>
<td>Invoice</td>
<td>Inv Date</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
<tr>
<td>---------</td>
<td>------------</td>
<td>------------------------</td>
<td>---------------</td>
<td>------------</td>
<td>----------------------------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>11159</td>
<td>1/31/2019</td>
<td>LENNAR HOMES OF CA</td>
<td>BD2017-14764</td>
<td>1/29/2019</td>
<td>BLDG REIMB-6874 CACHE CF</td>
<td>428.61</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BD2017-14758</td>
<td>1/29/2019</td>
<td>BLDG REIMB-6895 CACHE CF</td>
<td>283.77</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BD2017-14761</td>
<td>1/29/2019</td>
<td>BLDG REIMB-6865 CACHE CF</td>
<td>283.77</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BD2017-14760</td>
<td>1/29/2019</td>
<td>BLDG REIMB-6871 CACHE CF</td>
<td>283.76</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BD2017-14755</td>
<td>1/29/2019</td>
<td>BLDG REIMB-6886 CACHE CF</td>
<td>283.76</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BD2017-14762</td>
<td>1/29/2019</td>
<td>BLDG REIMB-6859 CACHE CF</td>
<td>283.76</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BD2017-14763</td>
<td>1/29/2019</td>
<td>BLDG REIMB-6866 CACHE CF</td>
<td>211.34</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BD2016-11980</td>
<td>1/29/2019</td>
<td>BLDG REIMB-5428 STARLING</td>
<td>-44.28</td>
<td>2,014.49</td>
</tr>
<tr>
<td>11160</td>
<td>1/31/2019</td>
<td>LUCIO, BRAMBILA</td>
<td>BD2014-5121</td>
<td>1/29/2019</td>
<td>BLDG REIMB-5555 MARLATT</td>
<td>57.94</td>
<td>57.94</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11161</td>
<td>1/31/2019</td>
<td>MANHAL, AADDAD</td>
<td>BD2017-13354</td>
<td>1/29/2019</td>
<td>BLDG REIMB-10405 SAN SEV</td>
<td>49.98</td>
<td>49.98</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11162</td>
<td>1/31/2019</td>
<td>MIRABAL, ART</td>
<td>BD2018-13972</td>
<td>1/29/2019</td>
<td>BLDG REIMB-4650 HELEN BE</td>
<td>123.93</td>
<td>123.93</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11163</td>
<td>1/31/2019</td>
<td>NICANOR, JESUS</td>
<td>BD2018-16440</td>
<td>1/29/2019</td>
<td>BLDG REIMB-5955 OCASA DF</td>
<td>315.25</td>
<td>315.25</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11164</td>
<td>1/31/2019</td>
<td>OFFICE DEPOT, INC</td>
<td>262017933001</td>
<td>1/21/2019</td>
<td>OFFICE SUPPLIES</td>
<td>61.53</td>
<td>61.53</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11165</td>
<td>1/31/2019</td>
<td>PATH OF LIFE MINISTIES</td>
<td>011819</td>
<td>1/18/2019</td>
<td>CDBG CITY OF JURUPA VALL</td>
<td>3,681.71</td>
<td>3,681.71</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11166</td>
<td>1/31/2019</td>
<td>PLACEWORKS, INC.</td>
<td>67529</td>
<td>12/31/2018</td>
<td>CS17003-DEC 2018 AGUA MA</td>
<td>10,738.46</td>
<td>10,738.46</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11167</td>
<td>1/31/2019</td>
<td>PRECISION SIGN AND GRAP</td>
<td>2571</td>
<td>12/5/2018</td>
<td>JV CITY HALL DIRECTORY SI</td>
<td>203.15</td>
<td>203.15</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11168</td>
<td>1/31/2019</td>
<td>PUMPMAN, INC.</td>
<td>71624</td>
<td>1/15/2019</td>
<td>58TH &amp; MARLATT PUMP STAT</td>
<td>250.00</td>
<td>250.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11169</td>
<td>1/31/2019</td>
<td>RAMIREZ, CRESCENCIO</td>
<td>BD2016-12242</td>
<td>1/29/2019</td>
<td>BLDG REIMB-10255 48TH ST.</td>
<td>1,727.01</td>
<td>1,727.01</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11170</td>
<td>1/31/2019</td>
<td>RAMIREZ, JORGE</td>
<td>BD2018-16524</td>
<td>1/29/2019</td>
<td>BLDG REIMB-11776 HOLMES</td>
<td>526.32</td>
<td>526.32</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11171</td>
<td>1/31/2019</td>
<td>REACH OUT</td>
<td>94777</td>
<td>1/15/2019</td>
<td>TASK 3-RUBIDOUX/REACH O</td>
<td>1,250.00</td>
<td>1,250.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11172</td>
<td>1/31/2019</td>
<td>RICHARDS WATSON GERSHC</td>
<td>220176</td>
<td>1/14/2019</td>
<td>DEC 2018 PROF SVCS</td>
<td>105,511.05</td>
<td>105,511.05</td>
</tr>
</tbody>
</table>
Bank: chase CHASE BANK

<table>
<thead>
<tr>
<th>Check #</th>
<th>Date</th>
<th>Vendor</th>
<th>Invoice</th>
<th>Inv Date</th>
<th>Description</th>
<th>Amount Paid</th>
<th>Check Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>11173</td>
<td>1/31/2019</td>
<td>00052 TOTALFUNDS</td>
<td>012019</td>
<td>1/20/2019</td>
<td>JAN 2019 POSTAGE</td>
<td>1,000.00</td>
<td>1,000.00</td>
</tr>
<tr>
<td>11174</td>
<td>1/31/2019</td>
<td>00883 TYCO INTEGRATED SECURIT31866131</td>
<td>1/12/2019</td>
<td>2/1/19-4/30/19 ALARM SERVC</td>
<td>3,687.94</td>
<td>3,687.94</td>
<td></td>
</tr>
<tr>
<td>11175</td>
<td>1/31/2019</td>
<td>01733 UNIFIRST CORPORATION</td>
<td>3251364420</td>
<td>12/24/2018</td>
<td>UNIFORM CLEANING</td>
<td>41.21</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3251372211</td>
<td>1/14/2019</td>
<td>UNIFORM CLEANING</td>
<td>41.21</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3251374942</td>
<td>1/21/2019</td>
<td>UNIFORM CLEANING</td>
<td>41.21</td>
<td></td>
</tr>
<tr>
<td>11176</td>
<td>1/31/2019</td>
<td>01295 VAN DYKE LANDSCAPE ARCH20952</td>
<td>12/31/2018</td>
<td>DEC 2018 LLMD INSPECTION</td>
<td>1,742.32</td>
<td>1,742.32</td>
<td></td>
</tr>
<tr>
<td>11177</td>
<td>1/31/2019</td>
<td>00042 XCS DOCUMENT MGMT SOLL28215A</td>
<td>12/18/2018</td>
<td>CLOSING BILL - COPIER ID#1</td>
<td>311.29</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>28217A</td>
<td>12/18/2018</td>
<td>CLOSING BILL - COPIER ID#1</td>
<td>227.36</td>
<td></td>
</tr>
</tbody>
</table>

Sub total for CHASE BANK: 839,178.21
<table>
<thead>
<tr>
<th>Check #</th>
<th>Date</th>
<th>Vendor</th>
<th>Invoice</th>
<th>Inv Date</th>
<th>Description</th>
<th>Amount Paid</th>
<th>Check Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>11178</td>
<td>2/7/2019</td>
<td>00406 AT&amp;T MOBILITY</td>
<td>2872779339290</td>
<td>1/22/2019</td>
<td>12/23/18-1/22/19 CELL SERVIC</td>
<td>976.10</td>
<td>976.10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Voucher:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11179</td>
<td>2/7/2019</td>
<td>01303 CSMFO</td>
<td>020619</td>
<td>2/6/2019</td>
<td>2019 CSMFO MUNICIPAL MEI</td>
<td>110.00</td>
<td>110.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Voucher:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11180</td>
<td>2/7/2019</td>
<td>00033 HR GREEN</td>
<td>123458</td>
<td>12/19/2018</td>
<td>NOV 2018 PROF SVCS</td>
<td>757,089.80</td>
<td>757,089.80</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Voucher:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11181</td>
<td>2/7/2019</td>
<td>00051 JCE A. GONZALVES &amp; SON</td>
<td>157163</td>
<td>1/17/2019</td>
<td>FEB 2019 LEGISLATIVE SERV</td>
<td>3,000.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Voucher:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11182</td>
<td>2/7/2019</td>
<td>00199 JURUPA COMMUNITY SERVIC2019</td>
<td>00001015</td>
<td>12/27/2018</td>
<td>DEC 2018 GRAFFITI ABATEMI</td>
<td>8,333.32</td>
<td>8,333.32</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Voucher:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11183</td>
<td>2/7/2019</td>
<td>02080 LCPEZ, MARIANA</td>
<td>020519</td>
<td>2/5/2019</td>
<td>1/9/19 &amp; 1/23/19 PLANNING C(-)</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Voucher:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11184</td>
<td>2/7/2019</td>
<td>01767 MOORE, COREY</td>
<td>020519</td>
<td>2/5/2019</td>
<td>1/9/19 &amp; 1/23/19 PLANNING C(-)</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Voucher:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11185</td>
<td>2/7/2019</td>
<td>02081 NEWMAN, PENNY</td>
<td>020519</td>
<td>2/5/2019</td>
<td>1/9/19 &amp; 1/23/19 PLANNING C(-)</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Voucher:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11186</td>
<td>2/7/2019</td>
<td>01517 OFFICE DEPOT, INC</td>
<td>265327370001</td>
<td>1/25/2019</td>
<td>OFFICE SUPPLIES</td>
<td>93.59</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Voucher:</td>
<td>265738787001</td>
<td>1/31/2019</td>
<td>OFFICE SUPPLIES</td>
<td>56.87</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>265688360001</td>
<td>1/31/2019</td>
<td>OFFICE SUPPLIES</td>
<td>56.66</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>264463868001</td>
<td>1/25/2019</td>
<td>OFFICE SUPPLIES</td>
<td>55.98</td>
<td></td>
</tr>
<tr>
<td>11187</td>
<td>2/7/2019</td>
<td>01992 PRUITT, ARLEEN F.</td>
<td>020519</td>
<td>2/5/2019</td>
<td>1/9/19 &amp; 1/23/19 PLANNING C(-)</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Voucher:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11188</td>
<td>2/7/2019</td>
<td>00185 REGIONAL CONSERVATION A.020519</td>
<td></td>
<td>2/5/2019</td>
<td>JANUARY 2019 MSHCP FEES</td>
<td>46,726.00</td>
<td>46,726.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Voucher:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11189</td>
<td>2/7/2019</td>
<td>01273 SANTA ANA RIVER WATER CC4000-1</td>
<td>4002-1</td>
<td>1/29/2019</td>
<td>LLMD WATER CHARGES</td>
<td>258.10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Voucher:</td>
<td>4001-1</td>
<td>1/29/2019</td>
<td>LLMD WATER CHARGES</td>
<td>256.75</td>
<td></td>
</tr>
<tr>
<td>11190</td>
<td>2/7/2019</td>
<td>01986 SILVA, GUILLERMO</td>
<td>020519</td>
<td>2/5/2019</td>
<td>1/9/19 &amp; 1/23/19 PLANNING C(-)</td>
<td>100.00</td>
<td>100.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Voucher:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11191</td>
<td>2/7/2019</td>
<td>00029 WRCOG, WESTERN RIVERSII020519</td>
<td></td>
<td>2/5/2019</td>
<td>JANUARY 2019 TUMF</td>
<td>178,772.00</td>
<td>178,772.00</td>
</tr>
</tbody>
</table>

Sub total for CHASE BANK: 996,537.86
# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 02/05/19: $3,388.61**

## TRANSACTION SUMMARY

<table>
<thead>
<tr>
<th>Summary by Transaction Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Electronic Funds Transfer (EFT)</td>
<td>3,388.61</td>
</tr>
<tr>
<td>Cash Required for Negotiable Checks &amp;/or EFT</td>
<td>3,388.61</td>
</tr>
<tr>
<td>Total Remaining Deductions / Withhelds / Liabilities</td>
<td>4,349.89</td>
</tr>
<tr>
<td>Cash Required for Check Date 02/05/19</td>
<td>7,738.50</td>
</tr>
</tbody>
</table>

## TRANSACTION DETAIL

**Electronic Funds Transfer** - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

<table>
<thead>
<tr>
<th>Trans. Date</th>
<th>Bank Name</th>
<th>Account Number</th>
<th>Product</th>
<th>Description</th>
<th>Bank Draft Amounts &amp; Other Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/04/19</td>
<td>JPMORGAN CHASE BANK,</td>
<td>xxxxx8176</td>
<td>Direct Deposit</td>
<td>Net Pay Allocations</td>
<td>2,881.60</td>
</tr>
<tr>
<td>02/05/19</td>
<td>JPMORGAN CHASE BANK,</td>
<td>xxxxx8176</td>
<td>Taxpay®</td>
<td>Employees Withholdings</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Medicare</td>
<td>97.76</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Fed Income Tax</td>
<td>28.33</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>CA Disability</td>
<td>67.42</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Withholdings</td>
<td>193.51</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Employer Liabilities</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Medicare</td>
<td>97.76</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>CA Unemploy</td>
<td>209.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>CA Emp Train</td>
<td>6.74</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Liabilities</td>
<td>313.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EFT For 02/04/19</td>
<td>2,881.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EFT For 02/05/19</td>
<td>507.01</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total EFT</td>
<td>3,388.61</td>
</tr>
</tbody>
</table>

**Remaining Deductions / Withhelds / Liabilities** - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<table>
<thead>
<tr>
<th>Trans. Date</th>
<th>Bank Name</th>
<th>Account Number</th>
<th>Product</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/05/19</td>
<td>Refer to your records for</td>
<td></td>
<td>Payroll</td>
<td>Employee</td>
<td>4,124.89</td>
</tr>
<tr>
<td></td>
<td>account information</td>
<td></td>
<td></td>
<td>Deductions</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>457b EE Pretax</td>
<td>3,554.51</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EE Post-Tax Other In</td>
<td>112.29</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EE Pretax Den Vis Ch</td>
<td>84.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EE Pretax FSA</td>
<td>225.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EE Pretax Other Ins</td>
<td>149.09</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Deductions</td>
<td>4,124.89</td>
</tr>
</tbody>
</table>
CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 02/13/19: $57,709.19

TRANSACTION SUMMARY

<table>
<thead>
<tr>
<th>TRANSACTION TYPE</th>
<th>TOTAL REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL ELECTRONIC FUNDS TRANSFER (EFT)</td>
<td>57,709.19</td>
</tr>
<tr>
<td>CASH REQUIRED FOR NEGOTIABLE CHECKS &amp;/OR EFT</td>
<td>57,709.19</td>
</tr>
<tr>
<td>TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES</td>
<td>18,461.87</td>
</tr>
<tr>
<td>CASH REQUIRED FOR CHECK DATE 02/13/19</td>
<td>76,171.06</td>
</tr>
</tbody>
</table>

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

<table>
<thead>
<tr>
<th>TRANS. DATE</th>
<th>BANK NAME</th>
<th>ACCOUNT NUMBER</th>
<th>PRODUCT</th>
<th>DESCRIPTION</th>
<th>CITY TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/12/19</td>
<td>JPMORGAN CHASE BANK,</td>
<td>xxxxx8176</td>
<td>Direct Deposit</td>
<td>Net Pay Allocations</td>
<td>43,132.23</td>
</tr>
<tr>
<td>02/13/19</td>
<td>JPMORGAN CHASE BANK,</td>
<td>xxxxx8176</td>
<td>Taxpay®</td>
<td>Employee Withholdings</td>
<td>43,132.23</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Medicare</td>
<td>908.02</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Fed Income Tax</td>
<td>8,527.83</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>CA Income Tax</td>
<td>3,302.59</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>CA Disability</td>
<td>626.23</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Withholdings</td>
<td>13,364.47</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Employer Liabilities</td>
<td>14,576.96</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Medicare</td>
<td>908.03</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>CA Unemploy</td>
<td>294.95</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>CA Emp Train</td>
<td>9.51</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Liabilities</td>
<td>1,212.49</td>
</tr>
<tr>
<td>EFT FOR 02/12/19</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>57,709.19</td>
</tr>
<tr>
<td>EFT FOR 02/13/19</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>57,709.19</td>
</tr>
</tbody>
</table>

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<table>
<thead>
<tr>
<th>TRANS. DATE</th>
<th>BANK NAME</th>
<th>ACCOUNT NUMBER</th>
<th>PRODUCT</th>
<th>DESCRIPTION</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/13/19</td>
<td>Refer to your records for account Information</td>
<td></td>
<td>Payroll</td>
<td>Employee Deductions</td>
<td>1,807.51</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>401A Contributions</td>
<td>1,807.51</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>401a EE Pretax</td>
<td>2,463.11</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>457b EE Catch Up</td>
<td>230.75</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>457b EE Pretax</td>
<td>1,342.25</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EE Post-Tax Other In</td>
<td>282.61</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EE Pretax Den Vis Ch</td>
<td>843.19</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EE Pretax FSA</td>
<td>180.77</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EE Pretax Medical</td>
<td>7,721.88</td>
</tr>
</tbody>
</table>

0079 A790-3990 City Of Jurupa Valley
Run Date 02/11/19 12:49 PM
Period Start - End Date 01/27/19 - 02/09/19
Check Date 02/13/19

Cash Requirements Page 1 of 2
CASHREQ
## ACCOUNT ACTIVITY

<table>
<thead>
<tr>
<th>Date</th>
<th>Merchant Name or Transaction Description</th>
<th>$ Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/13</td>
<td>Payment ThankYou Image Check</td>
<td>-1,965.91</td>
</tr>
<tr>
<td>12/26</td>
<td>Amazon Prime Amzn.com/bill WA - City Amazon - Receipt</td>
<td>14.00</td>
</tr>
<tr>
<td>01/03</td>
<td>AMZN Mktp US*M9111M101H Amzn.com/bill WA - Sheriff's Dept - Supplies</td>
<td>15.00</td>
</tr>
<tr>
<td>01/03</td>
<td>AMZN Mktp US*M282P82C2 Amzn.com/bill WA - Sheriff's Dept - Supplies</td>
<td>127.60</td>
</tr>
<tr>
<td>01/07</td>
<td>TEMECULA VALLEY TOYOTA TEMECULA CA - Supplies</td>
<td>273.07</td>
</tr>
<tr>
<td>01/12</td>
<td>FEDEX 4559521822 800-46533939 TN - Postage</td>
<td>75.82</td>
</tr>
<tr>
<td>01/14</td>
<td>SMART AND FINAL 789 EASTVALE CA - Supplies, City Reception</td>
<td>282.23</td>
</tr>
<tr>
<td>01/17</td>
<td>AMZN Mktp US*M5S7Z2XX1 Amzn.com/bill WA - Hard Hats - Police Dept</td>
<td>395.55</td>
</tr>
<tr>
<td>01/17</td>
<td>BIA Riverside County Chap 951-781-7310 CA - Annual Meeting Luncheon</td>
<td>65.00</td>
</tr>
<tr>
<td>01/18</td>
<td>ZAGG INC 800-7008244 UT - Supplies, Police Enforcement Dept</td>
<td>20.82</td>
</tr>
<tr>
<td>01/18</td>
<td>TOPS PRODUCTS 800-982-0002 TN - 1991 Software Purchase</td>
<td>32.91</td>
</tr>
<tr>
<td>01/18</td>
<td>SP * THEPHOTOGRAPHY CO <a href="HTTP://THEPHOTO">HTTP://THEPHOTO</a> CO - Supplies, City Reception</td>
<td>168.98</td>
</tr>
<tr>
<td>01/17</td>
<td>VONS #2686 MIRA LOMA CA - Supplies, City Reception</td>
<td>61.29</td>
</tr>
<tr>
<td>01/04</td>
<td>AMZN Mktp US*M5C588OW1 Amzn.com/bill WA - Office Supplies</td>
<td>50.63</td>
</tr>
<tr>
<td>01/04</td>
<td>Amazon.com*MB4AC6FZ1 Amzn.com/bill WA - Sign Holder</td>
<td>34.11</td>
</tr>
<tr>
<td>01/04</td>
<td>HIT TROPHY INC 419-445-5836 OH - Plaque, George R.</td>
<td>92.60</td>
</tr>
<tr>
<td>01/03</td>
<td>MSFT * E07037C0RD 800-6427876 WA - Microsoft User License, Gary Thompson</td>
<td>42.08</td>
</tr>
</tbody>
</table>

2019 Totals Year-to-Date

- Total fees charged in 2019: $0.00
- Total interest charged in 2019: $0.00

*Year-to-date totals do not reflect any fee or interest refunds you may have received.*

## INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

<table>
<thead>
<tr>
<th>Balance Type</th>
<th>Annual Percentage Rate (APR)</th>
<th>Balance Subject To Interest Rate</th>
<th>Interest Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>PURCHASES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchases</td>
<td>15.49% (y)(d)</td>
<td>- 0.0%</td>
<td>- 0.0%</td>
</tr>
<tr>
<td>CASH ADVANCES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash Advances</td>
<td>25.49% (y)(d)</td>
<td>- 0.0%</td>
<td>- 0.0%</td>
</tr>
<tr>
<td>BALANCE TRANSFERS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance Transfer</td>
<td>15.49% (y)(d)</td>
<td>- 0.0%</td>
<td>- 0.0%</td>
</tr>
</tbody>
</table>

(y) = Variable Rate  
(d) = Daily Balance Method (including new transactions)  
(s) = Average Daily Balance Method (including new transactions)

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.
ORDINANCE NO. 2019-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING CHAPTER 6.100 AND AMENDING TITLE 9, PLANNING AND ZONING, OF THE JURUPA VALLEY MUNICIPAL CODE TO IMPLEMENT THE PERMITTING AND REGULATION OF MICROENTERPRISE HOME KITCHEN OPERATIONS AND FINDING AN EXEMPTION PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)

THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DOES ORDAIN AS FOLLOWS:

Section 1. Definition of Microenterprise Home Kitchen Operations. Section 9.10.825 is hereby added to the Jurupa Valley Municipal Code to read as follows:

9.10.825 Microenterprise Home Kitchen Operations

A. “Microenterprise home kitchen operation” means a food facility that is operated by a resident in a private home where food is stored, handled, and prepared for, and may be served to, consumers, and that meets all of the following requirements:

(1) The operation has no more than one full-time equivalent food employee, not including a family member or household member.

(2) Food is prepared, cooked, and served on the same day.

(3) Food is consumed onsite at the microenterprise home kitchen operation or offsite if the food is picked up by the consumer or delivered within a safe time period based on holding equipment capacity.

(4) Food preparation does not involve processes that require a Hazard Analysis Critical Control Point ("HACCP") plan, as specified in California Health and Safety Code Section 114419, or the production, service, or sale of raw milk or raw milk products, as defined in Section 11380 of Title 17 of the California Code of Regulations.

(5) The service and sale of raw oysters is prohibited.

(6) Food preparation is limited to no more than 30 individual meals per day, or the approximate equivalent of meal components when sold separately, and no more than 60 individual meals, or the approximate equivalent of meal components when sold separately, per week.

(7) The operation has no more than fifty thousand dollars ($50,000) in verifiable gross annual sales, as adjusted annually for inflation based on the California Consumer Price Index.
The operation only sells food directly to consumers and not to any wholesaler or retailer. For purposes of this paragraph, the sale of food prepared in a microenterprise home kitchen operation through the Internet Web site or mobile application of an Internet food service intermediary, as defined in California Health and Safety Code Section 114367.6, is a direct sale to consumers. An operation that sells food through the Internet Web site or mobile application of an Internet food service intermediary shall consent to the disclosures specified in paragraphs (6) and (7) of subdivision (a) of California Health and Safety Code Section 114367.6.

(b) “Microenterprise home kitchen operation” does not include either of the following:

(1) A catering operation.

(2) A cottage food operation, as defined in Health and Safety Code Section 113758.

(c) For purposes of this section, “resident of a private home” means an individual who resides in the private home when not elsewhere for labor or other special or temporary purpose.

Section 2. Microenterprise Home Kitchen Operations are permitted uses in residential zones. Section 9.240.540 is hereby added to the Jurupa Valley Municipal Code to read as follows:


A. (1) A microenterprise home kitchen operation shall be a permitted use of residential property in any residential dwelling in any zone permitting residential uses if the microenterprise home kitchen operation complies with both of the following criteria:

(A) Abstain from posting signage or other outdoor displays advertising the microenterprise home kitchen operation.

(B) Be in compliance with applicable local noise ordinances.

(2) The City shall not prohibit the operation of, require a zoning permit to operate, require a rezone of the property for, or levy any fees on, or impose any other restriction on, a microenterprise home kitchen operation in any residential dwelling for zoning purposes.
This section shall not supersede or otherwise limit the investigative and enforcement authority of the City with respect to violations of its nuisance ordinances.

The use of a residence for the purposes of a microenterprise home kitchen operation shall not constitute a change of occupancy for purposes of the State Housing Law (Part 1.5 (commencing with Section 17910) of Division 13 of the Health and Safety Code), or for purposes of local building and fire codes.

A microenterprise home kitchen operation shall be considered a residence for the purposes of the State Uniform Building Standards Code and local building and fire codes adopted by the City pursuant to Chapter 8.05, Adoption of Construction Code, and Chapter 8.10, Adoption of Fire Code.

Section 3. Microenterprise Home Kitchen Operation Permits. Chapter 6.100, Microenterprise Home Kitchen Permits, is hereby added to the Jurupa Valley Municipal Code to read as follows:

Chapter 6.100, Microenterprise Home Kitchen Operations Permit

6.100.010. Microenterprise Home Kitchen Operations Permit Required. Any person who desires to operate a Microenterprise Home Kitchen Operation, as defined in Section 9.25.825 of the Jurupa Valley Municipal Code, shall obtain a permit pursuant to the provisions of this Chapter. A Microenterprise Home Kitchen Operation is prohibited in the City unless there is a Microenterprise Home Kitchen Operation Permit in full force and effect for the location and the operator of the Microenterprise Home Kitchen Operation.

6.100.020. Permit Application; Fee.

A. An application for Microenterprise Home Kitchen Operation Permit shall be filed with the City Manager on forms approved by the City Manager. As part of the Application, and in addition to other information required by the City Manager, the applicant shall submit written standard operating procedures that include all of the following information pursuant to Health and Safety Code Section 114367.3:

(1) All food types or products that will be handled.

(2) The proposed procedures and methods of food preparation and handling.

(3) Procedures, methods, and schedules for cleaning utensils, equipment, and for the disposal of refuse.

(4) How food will be maintained at the required holding temperatures, as specified in Section 113996, pending pickup by consumer or during delivery.
(5) Days and times that the home kitchen will potentially be utilized as a microenterprise home kitchen operation.

The application shall be accompanied by an application fee in an amount approved by Resolution of the City Council. The application fee shall not exceed the reasonable administrative costs to the City in issuing the permit. The application shall not be deemed filed until such time as the fee is submitted.


A. The City Manager shall approve the permit after an initial inspection has determined that the proposed microenterprise home kitchen operation and its method of operation complies with the requirements of this Code, including, but not limited to, Sections 9.10.825 and 9.240,540, and the provisions of Chapter 11.6 (commencing with Section 114367), Microenterprise Home Kitchen Operation, of Part 7 of Division 104 of the Health and Safety Code. As a condition of approval of the permit, the Applicant shall submit evidence that he or she has successfully pass an approved and accredited food safety certification examination, as specified in Health and Safety Code Section 113947.1 prior to commencement of the Microenterprise Home Food Operation. The City Manager may add conditions to the permit as may be necessary to assure compliance with these requirements, provided, however, the conditions shall not require a microenterprise home kitchen operation to comply with food safety requirements that are different from, or in addition to, the requirements of the California Retail Food Code. The City Manager shall personally serve or send written notice of his or her decision by US Mail accompanied by a declaration of service.

B. For purposes of permitting, the permitted area includes the home kitchen, onsite consumer eating area, food storage, utensils and equipment, toilet room, janitorial or cleaning facilities, and refuse storage area. Food operations shall not be conducted outside of the permitted areas.

C. The Microenterprise Home Kitchen Operation Permit shall be valid for one year after issuance and then must be renewed annually thereafter.

D. The Microenterprise Home Kitchen Operation Permit is nontransferable. A permit shall be valid only for the person and location specified by that permit, and, unless suspended or revoked for cause, for the time period indicated.

E. The permit, or an accurate copy thereof, shall be retained by the operator onsite and displayed at all times the microenterprise home kitchen operation is in operation.

F. The City Manager may deny the permit is he or she finds that the proposed microenterprise home kitchen operation does not comply with the requirements of this Section, Sections 9.10.825 and 9.240,540 of the Jurupa Valley Municipal Code, and the provisions of Chapter 11.6 (commencing with Section 114367), Microenterprise Home Kitchen Operation, of Part 7 of Division 104 of the Health and Safety Code. If the permit is denied, the City Manager shall explain the reasons for the denial in writing. The denial
shall be sent to the applicant at the address designated on the Application by US Mail and shall be accompanied by a declaration of mailing.

G. An applicant for a Microenterprise Home Kitchen Operation Permit may appeal the City Manager’s decision on the permit pursuant to the provisions of Chapter 2.40 of the Jurupa Valley Municipal Code within fifteen (15) calendar days from the date of mailing of the notice of the decision on the permit pursuant to the provisions of Chapter 2.40, Hearings and Appeals, of this Code.

6.100.040. Inspections; Suspension and Revocation of Permit; Enforcement.

A. “Enforcement Official” shall mean the Enforcement Official as defined in Section 1.10.020 of this Code.

B. Inspections. Notwithstanding any other law and in accordance with the requirements of Health and Safety Code Section 114367.3 the following requirements shall apply to inspections.

(1) After the initial inspection for purposes of determining compliance with this chapter, a microenterprise home kitchen operation shall not be subject to routine inspections, except that the Enforcement Official may access, for inspection purposes, the permitted area of a microenterprise home kitchen operation after the occurrence of either of the following:

(a) The Enforcement Official has provided the microenterprise home kitchen operation with reasonable advance notice.

(b) The Enforcement Official has a valid reason, such as a consumer complaint, to suspect that adulterated or otherwise unsafe food has been produced or served by the microenterprise home kitchen operation, or that the microenterprise home kitchen operation has otherwise been in violation of this Chapter.

(2) A microenterprise home kitchen operation shall not be subject to more than one inspection each year by the Enforcement Official on behalf of the City, except in cases in which the Enforcement Official has valid reason, such as a consumer complaint, to suspect that adulterated or otherwise unsafe food has been produced or served by the microenterprise home kitchen operation, or that the microenterprise home kitchen operation has otherwise been in violation of applicable laws.

(3) The Enforcement Official shall document the reason for the inspection, keep that documentation on file with the microenterprise home kitchen operation’s permit, and provide the reason in writing to the operator of the microenterprise home kitchen operation.
(4) Access provided under this section is limited to the permitted area of the microenterprise home kitchen operation, during the posted operating hours of the microenterprise home kitchen operation, and solely for the purpose of enforcing or administering this Chapter.

(5) The Enforcement Official may seek recovery from a microenterprise home kitchen operation of an amount that does not exceed the local enforcement agency’s reasonable costs of inspecting the microenterprise home kitchen operation for compliance with this Chapter if the microenterprise home kitchen operation is found to be in violation of this Chapter.

C. In the event the Enforcement Official determines that a violation of this Code or the Microenterprise Home Kitchen Operation Permit has occurred, her or she shall notify the permittee of the nature of the violation and time required to correct the violation by personal service or US Mail, accompanied by a declaration of service or mailing. The violation shall be corrected as soon as possible but not more than ten (10) calendar days following the date of mailing of the notice unless the Enforcement Official extends the time for correction.

D. In the event the violation is not corrected within the time required, the City Manager may suspend or revoke the Microenterprise Home Kitchen Operation Permit. In such event the City Manager shall notify the permittee in writing at the address designated in the Permit Application, by personal service or US Mail, accompanied by a declaration of service or mailing. Within ten (10) calendar days of the date of personal service or mailing, the permittee may appeal the suspension or revocation pursuant to the provisions of Chapter 2.40 of this Code. The suspension or revocation shall be effective on the tenth day following personal service or mailing of the notice of suspension or revocation unless appealed.

E. In the event the violation constitutes an immediate threat to health or safety, the City Manager may immediately suspend the Permit until such time as the City Manager determines that the violation has been corrected. The City Manager shall provide notice of an immediate suspension either orally or by written notice sent by US mail to the address listed in the permit application, accompanied by a declaration of notice or mailing. The immediate suspension shall be effective immediately upon oral notification or mailing. An immediate suspension may be appealed within ten (10) days of the notice or mailing pursuant to the provisions of Chapter 2.40 of this Code.

F. Violations of this Chapter may be enforced through the provisions of Chapter 1.20, Administrative Citations, Chapter 1.25, Public Nuisance Injunctions, or other applicable law.

6.10.050. Riverside County Microenterprise Home Kitchen Operation Permit.
In the event the County of Riverside adopts an ordinance providing for Microenterprise Home Kitchen Operation Permits, the county-issued permit would be valid in the City regardless of whether the city has separately enacted an ordinance relating to the
permitting of such facilities pursuant to the authority of Health and Safety Code Section 114367.

Section 4. Severability If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are hereby declared to be severable.

Section 5. CEQA The City Council finds that that the proposed ordinance is exempt from the requirements of the California Environmental Quality Act (“CEQA”) and the City’s CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed Ordinance will have a significant effect on the environment. The provisions of this Ordinance will not result in a permanent or temporary, direct or indirect, alteration of property nor the construction of any new or expanded structures. The provisions of this Ordinance implement the requirements of Chapter 470 of the Statutes of 2018 (AB 626), the State law permitting the operation of Microenterprise Home Kitchen Operations, exempting them from certain kitchen requirements under the California Retail Food Code, and limiting the authority of cities to regulate them. The proposed Ordinance will not, therefore, result in direct or indirect physical changes in the environment.

Section 6. Certification. The City Clerk of the City of Jurupa Valley shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 21st day of February, 2019.

____________________________
Brian Berkson
Mayor

ATTEST:

____________________________
Victoria Wasko, CMC
City Clerk
CERTIFICATION

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE  
CITY OF JURUPA VALLEY  

I, Victoria Wasko, CMC, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Ordinance No. 2019-03 was regularly introduced at a regular meeting of the City Council held on the 7th day of February, 2019 and thereafter at a regular meeting held on the 21st day of February 2019 it was duly passed and adopted by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 21st day of February, 2019

________________________________
Victoria Wasko, CMC
City Clerk
ORDINANCE NO. 2019-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING SECTION 2.36 TO THE JURUPA VALLEY MUNICIPAL CODE ESTABLISHING THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE AND SETTING FORTH PROCEDURAL RULES AND REGULATIONS FOR THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DOES ORDAIN AS FOLLOWS:

Section 1. Enactment of Chapter 2.36. Chapter 2.36, Community Development Advisory Committee, is hereby added to Title 2, Administration and Personnel, of the Jurupa Valley Municipal Code to read as follows:

“Chapter 2.36 – COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

Sections:

2.36.010 – Community Development Advisory Committee Established.
2.36.020 – Number of Members; Appointment and Removal.
2.36.030 – Term; Annual Reconfirmation.
2.36.040 – Qualifications.
2.36.050 – Officers.
2.36.060 – Duties.
2.36.070 – Meetings/Quorum.
2.36.080 – Stipend.

2.36.010 – Community Development Advisory Committee Established.

The Community Development Advisory Committee has been established pursuant to the Citizen Participation Plan for the Community Development Block Grant (“CDBG”) Program to review applications for CDBG funding and provide the City Council with recommendations regarding the allocation of such funding.

2.36.020 – Number of Members; Appointment and Removal.

A. The Community Development Advisory Committee shall consist of five (5) members. Members of the Community Development Advisory Committee shall be appointed by the City Council. Each Council Member shall nominate one member of the Community Development Advisory Committee. Each such nomination shall require confirmation by a majority vote of the entire City Council.

1. Not less than ten (10) days prior to the meeting at which the Council will consider one or more appointments to the Community
Development Advisory Committee the City Clerk shall post notice of the pending appointments and invite qualified persons to apply for the position or positions.

2. The City Clerk shall post such notice at the locations where the City Council Agendas are posted pursuant to City Council resolution and on the City’s website.

3. In addition to these posting requirements, the City Clerk shall also comply with the posting requirements for vacancies and terms of members of the Community Development Advisory Committee as provided in Sections 54970 through 54974 of the California Government Code or their successor sections.

B. Members of the Community Development Advisory Committee shall serve at the pleasure of the City Council and a member of the Community Development Advisory Committee may be removed from the Community Development Advisory Committee by a majority vote of the entire City Council for any reason, with or without cause. If a member of the Community Development Advisory Committee is removed from office, then at the time of this vote the member shall be deemed removed from the Community Development Advisory Committee, the member’s term and tenure as a member of the Community Development Advisory Committee shall end, and a vacancy shall exist for that position.

C. If a vacancy should occur on the Community Development Advisory Committee such vacancies shall be filled by appointment of a new member by the City Council for the unexpired portion of the term pursuant to the procedures of subsection A. of this Section.

2.36.030 – Term; Annual Reconfirmation.

A. The term of each member of the Community Development Advisory Committee shall be for four (4) years or until their successors are appointed and sworn in as members, whichever is later.

B. Each year the City Council shall reconfirm the appointment of each member of the Community Development Advisory Committee.

1. The reconfirmation shall occur at a regular City Council meeting during the month of December of each year.

2. Each member of the Community Development Advisory Committee shall be reconfirmed by a majority vote of the entire City Council.

3. If a member of the Community Development Advisory Committee is not reconfirmed by a majority vote of the entire City Council, then at the time of this vote the member shall be deemed removed from the
Community Development Advisory Committee, the member’s term and tenure as a member of the Community Development Advisory Committee shall end, and a vacancy shall exist for that position.

2.36.040 – Qualifications.

A. Members of the Community Development Advisory Committee shall, at all times during their incumbencies, be bona fide residents and registered voters of the city.

B. No member of the Community Development Advisory Committee shall be a city employee, nor shall any member of the Community Development Advisory Committee be a member of another city commission or committee at any one time.

C. No member of the Community Development Advisory Committee shall serve in any capacity on a board, committee, or commission of any public agency or district.

D. No person shall serve on the Community Development Advisory Committee if he or she has any decision-making authority in a community organization that applies for or receives funds through the CDBG Program. Any participation as a decision-maker in such community organization must have ceased at least thirty (30) days prior to the time of appointment to the Community Development Advisory Committee and may not occur during incumbency. Any community organization with a decision-maker that is also a member of the Community Development Advisory Committee shall not be entitled to receive funds through the CDBG Program as long as the member continues to serve in both capacities. For purposes of this section, any person serving on the governance board, e.g., board of directors, of a community organization shall be deemed to have decision-making authority in that organization.

2.36.050 – Officers.

The officers of the Community Development Advisory Committee shall consist of a Chairperson and a Vice-Chairperson who shall be selected by a majority vote of the entire Community Development Advisory Committee. The terms of the Chairperson and Vice-Chairperson shall be from January 1 to December 31 of each year, subject to removal or failure to reconfirm pursuant to this Chapter.

2.36.060 – Duties.

The duties of the Community Development Advisory Committee shall include reviewing applications for CDBG funding, attending meetings regarding CDBG-related activities, receiving testimony from applicants, and providing the City Council with recommendations regarding the allocation of CDBG funding.
2.36.070 – Meetings/Quorum.

A. The Community Development Advisory Committee shall meet on an as-needed basis, as determined by the City Manager or designee. All meetings of the Community Development Advisory Committee shall be conducted in accordance with the provisions of the Ralph M. Brown Act (Gov. Code Section 54950 et seq.).

B. A quorum of three members of the Community Development Advisory Committee shall be required for the transaction of any business.

2.36.080 – Stipend.

Members of the Community Development Advisory Committee may receive a stipend per meeting in an amount set by resolution of the City Council.”

Section 2.  Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more section, subsection, sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

Section 3. Certification. The City Clerk of the City of Jurupa Valley shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

Section 4. Effective Date. This Ordinance shall take effect on the date provided in Section 36937 of the California Government Code.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 21st day of February, 2019.

____________________________
Brian Berkson
Mayor

ATTEST:

____________________________
Victoria Wasko, CMC
City Clerk
CERTIFICATION

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

I, Victoria Wasko, CMC, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Ordinance No. 2019-04 was regularly introduced at a regular meeting of the City Council held on the 7th day of February, 2019 and thereafter at a regular meeting held on the 21st day of February 2019 it was duly passed and adopted by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 21st day of February, 2019

________________________________
Victoria Wasko, CMC
City Clerk
ORDINANCE NO. 2019-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING SECTIONS 9.05.100 AND 9.05.110 TO THE JURUPA VALLEY MUNICIPAL CODE CONCERNING PROCEDURES FOR APPEALS OF PLANNING COMMISSION LAND USE DECISIONS TO THE CITY COUNCIL AND PLANNING COMMISSION RECOMMENDATIONS TO THE CITY COUNCIL, AMENDING VARIOUS SECTIONS OF TITLE 7, SUBDIVISIONS, AND TITLE 9, PLANNING AND ZONING, TO IMPLEMENT NEW SECTION 9.05.100 AND FINDING THAT THE MODIFICATIONS TO PROCEDURES ARE EXEMPT FROM CEQA PURSUANT TO SECTION 15061(b)(3) OF THE CEQA GUIDELINES

THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 9.05.100 is hereby added to the Jurupa Valley Municipal Code to read as follows:

9.05.100. Procedures for Appeal of Planning Commission Actions to the City Council.

A. Appeal of Quasi-Judicial Planning Commission Decisions; Time for Appeal. For any quasi-judicial decision of the Planning Commission in which it has rendered a final decision, rather than a recommendation to the City Council, that decision shall be considered final unless a written appeal, with the required appeal fee, is filed with the City Clerk within ten (10) calendar days after the date of the decision and the appeal shall be processed and resolved in accordance with the provisions of this section. In the event the tenth day falls on a Saturday, Sunday or City holiday, the appeal and the applicable appeal fee shall be filed with the City Clerk on or before the close of business on the next City business day thereafter. The written appeal and appeal fee shall be filed on or before the close of business on the last day of the appeal period.

(1) “Quasi-judicial decisions” include, without limitation, tentative subdivision maps, tentative parcel maps, conditional use permits, site development permits, variances, or public use permits.

(2) “Legislative decisions” include, without limitation, a General Plan Amendment, zone change, specific plan specific plan amendment, development agreement. Legislative decisions are made by the City Council following a recommendation of the Planning Commission under procedures established by law and this Code, therefore there is no appeal of a Planning Commission recommendation on a legislative decision.

B. Persons Who May File An Appeal; Appeal Fee. An appeal may be filed by the applicant for a land use entitlement, the owner of the property subject to the application, a person who presented oral or written comments to the Planning Commission, or any other interested person. An appeal may be filed by an individual
Council Member or by the City Council, provided, however, that any such appeal shall be solely on the basis that the issues related to the application are important to the City and should be decided by the entire City Council, and, provided further, that an appeal by an individual Council Member or the Council shall not mean, nor shall it be construed to mean, that the individual Council Member or the City Council is expressing a view in favor of or in opposition to the application. Except for appeals by an individual Council Member or the City Council, the appeal shall be accompanied by the appeal fee set forth in Chapter 3.65 or resolution of the City Council. Any appeal filed by an individual Council Member or by a majority vote of the Council does not require the payment of a fee. The Director of Planning shall prepare appeal forms for these appeals.

C. Suspension of Planning Commission Decision Upon Appeal. Upon the filing of an appeal, the decision of the Planning Commission appealed from shall be suspended until such time as the appeal is decided by the City Council or is otherwise resolved as provided in this Section.

D. Multiple Planning Commission Decisions Deemed Appealed. In the event there are two or more quasi-judicial land use applications for a project decided by the Planning Commission, an appeal of one or more of those applications shall be deemed to be an appeal of all of the quasi-judicial land use applications for the project. The purpose of this section is to enable the City Council to hear and decide all of the land use entitlements for a project in a comprehensive and coordinated manner.

E. City Clerk Sets Date for City Council Appeal Hearing. After an appeal with the required appeal fee is filed with the City Clerk as provided in this section, the City Clerk shall set the matter for public hearing before the City Council not less than thirteen (13) nor more than sixty (60) days after the date the appeal is filed. Unless otherwise provided in this Code, public hearings for appeals shall be noticed using the same procedures applicable to the Planning Commission’s hearing on the application.

F. De Novo Hearing. The City Council shall hear the appeal de novo; however, the documents and the minutes of the hearing before the Planning Commission shall be a part of the City Council's record at its hearing on the matter.

G. City Council to Sustain, Reverse or Modify the Decision of Planning Commission. The City Council shall hear relevant testimony and receive written comments from interested persons prior to or at the hearing. Within a reasonable time after the close of the hearing, the City Council shall make its decision sustaining, reversing or modifying the decision of the Planning Commission. The decision of the City Council shall be made by resolution and shall require three affirmative votes of the City Council. In making its decision sustaining the decision of the Planning Commission or sustaining the decision of the Planning Commission with modifications, the City Council may adopt by reference the findings of the Planning Commission. In making its decision reversing a decision of the Planning Commission, the City Council shall make the findings required by law and this Code and shall approve, conditionally approve or disapprove the applications appealed. The decision of the City Council shall be final.
H. **Effect of Tie Vote or Less Than Three Affirmative Votes.** In the event of a tie vote on an appeal or an affirmative vote of less than three Members of the City Council on an appeal, the decision of the Planning Commission being appealed shall be deemed sustained and the Planning Commission decision reinstated and final as to the applications. In the event of a tie vote on an appeal or an affirmative vote of less than three Members of the City Council on a General Plan Amendment, zone change, specific plan specific plan amendment, development agreement or other legislative action, there is no action on the a General Plan Amendment, zone change, specific plan specific plan amendment, development agreement or other legislative action and such actions shall not be effective until such time as there are three affirmative votes of the City Council.

I. **Transcript of Oral Proceedings Before Planning Commission or City Council.** Whenever any person desires to obtain a transcript of the oral proceedings of a public hearing before the City Council or Planning Commission, or desires to have a record made of such proceedings, he or she shall, not less than seven (7) days before the hearing, notify in writing the City Clerk, if the hearing is before the City Council, or the Secretary of the Planning Commission if the hearing is before the Planning Commission. The written request shall be accompanied by a deposit of a sum equal to one day's fee for a court reporter as determined by the City Clerk. The Clerk or Secretary shall thereupon arrange to have a court reporter present at the hearing. If the hearing is thereafter continued to another day, a like request, deposit an arrangement for a Court Report shall be made, if the record is desired. Such a person may directly arrange for attendance and payment of a court reporter instead of making such arrangements through the City Clerk of Secretary by the person desiring the same.

J. **Clerk's Transcript of Documents Before Planning Commission and City Council.** Whenever any person desires to obtain a Clerk's transcript of the documents involved in a proceeding before the City Council, or the Planning Commission, he shall make a written request to the City Clerk, if the matter is before the City Council or to the Secretary of the Planning Commission, if the matter is before the Planning Commission. The Clerk or Secretary shall determine the number of pages involved and require payment in advance for the transcript at the rate set by resolution of the City Council.

K. **Uniform Appeal Procedures; Supersedes Conflicting Appeal Procedures.** The provisions of this section are intended to establish a uniform appeal procedure for quasi-judicial Planning Commission decisions made pursuant to Title 7, Subdivisions, and Title 9, Planning and Zoning of this Code and shall supersede any conflicting appeal provisions of Title 7, Subdivisions, and Title 9, Planning and Zoning.

**SECTION 2.** Section 9.05.110 is hereby added to the Jurupa Valley Municipal Code to read as follows:

Sec. 9.05.110

Notwithstanding any other provisions of this title, in the event that a project requires a General Plan Amendment, zone change, specific plan specific plan amendment, development agreement or other legislative action in addition to the tentative subdivision
map, site development permit, conditional use permit, variance or other quasi-judicial land use applications for the project, the Planning Commission shall make a recommendation to the City Council to approve, modify or deny the applications for the legislative action for the project and a recommendation to the City Council to approve, conditionally approve or deny the quasi-judicial land use applications. The Council shall hear the applications for the legislative actions along with applications for the quasi-judicial actions for the project in one public hearing before the Council in accordance with the applicable procedures of Section 9.05.100. The decision of the City Council shall be made by ordinance or resolution as required by law and shall require three affirmative votes of the City Council. The purpose of this section is to enable the City Council to hear and decide all of the land use entitlements for a project in a comprehensive and coordinated manner.

SECTION 3. Section 7.15.150 of the Jurupa Valley Municipal Code is hereby amended to read as follows:

Sec. 7.15.150. Appeal of advisory agency actions; procedure.

Except as provided in Section 7.05.020(B), the Planning Commission is the advisory agency authorized to directly approve, conditionally approve or disapprove tentative maps. An appeal from the decision of the Planning Commission to approve, conditionally approve or disapprove tentative map shall be filed and processed pursuant to the provisions of Section 9.05.100 and subject to the provisions of Section 9.05.110.

SECTION 3. Section 9.235.040 (4) and (5) of the Jurupa Valley Municipal Code, Specific Plan Development Standards, is hereby amended to read as follows:

(4) Proceedings before the City Council. The decision of the hearing body is considered final and no action by the City Council is required unless an appeal is filed and processed pursuant to the provisions of Section 9.05.100.

(5) Intentionally deleted.

SECTION 4. Section 9.238.040 of the Jurupa Valley Municipal Code is hereby amended to read as follows:

Sec. 9.238.040. Adoption of PUD zone.

Adoption of PUD zoning, or an amendment to PUD zoning, shall follow the provisions described in this article and Chapter 9.285, Amendments and Change of Zone. Prior to submitting an application for adoption of PUD zoning, the applicant or prospective developer shall schedule a pre-application review conference with City Planning Department staff in accordance with Section 9.240.030.

SECTION 5. Section 9.240.250 (6) and (7) of the Jurupa Valley Municipal Code, Permit Applications, is hereby amended to read as follows:
(6) **Appeal procedures.** For any decision where the hearing body is the Planning Commission and it has rendered a final decision rather than a recommendation to the City Council, an appeal of that decision shall be filed and processed pursuant to the provisions of Section 9.05.100 and subject to the provisions of Section 9.05.110.

(7) **Intentionally deleted.**

**SECTION 6.** Section 9.240.260(7) of the Jurupa Valley Municipal Code, Fast Track Procedures, is hereby amended to read as follows:

(7) **Hearing and decision.** The City Council shall hear relevant testimony from all interested persons and make its decision within a reasonable time after the close of the public hearing. The City Council may approve, conditionally approve or disapprove each application for a permit or approval included in the fast track project. The decision with respect to each application for a permit or approval included in the fast track project shall be in the form required by ordinance for that type of permit or approval. The City Council decision shall be made by resolution and requires the affirmative vote of three members of the City Council. In the event of a tie vote or a vote of less than three members of the City Council, the application shall be automatically referred to the Planning Commission and shall be processed as a regular application. Within ten (10) business days of the decision, the City Clerk shall prepare and transmit notice of the decision to the Planning Director, the applicant, and any person who has submitted a written request for notice of the decision.

**SECTION 7.** Section 9.240.300 (e) of the Jurupa Valley Municipal Code, Crowing Fowl Permits, is hereby amended to read as follows:

(e) **Appeal.** An applicant or any interested person may appeal the decision of the Planning Director by the following procedure:

(1) Appeal to Planning Commission. Within fourteen (14) calendar days after the date of the decision by the Planning Director, an appeal, in writing, may be made to the Planning Commission on the form provided by the Planning Department, which shall be accompanied by a filing fee as set forth in Chapter 3.65. Notice of the appeal shall be given in the same manner that notice was given for the original hearing. The Planning Commission shall render its decision within thirty (30) days following the close of the hearing on the appeal.

(2) Appeal to the City Council. An appeal of the Planning Commission decision to the City Council shall be filed and processed pursuant to the provisions of Section 9.05.100 and subject to the provisions of Section 9.05.110.
SECTION 8. Section 9.240.330 (5) and (6) of the Jurupa Valley Municipal Code, Site Development Permits, is hereby amended to read as follows:

(5) Appeals—Site development permits not including wireless communication facilities. An applicant or any other interested party may appeal from the decision of the Planning Director by the following procedure:

(a) Initial appeal. Within ten (10) calendar days after the date of the mailing of the decision of the Planning Director, an appeal in writing may be made on the form provided by the Planning Department and which shall be accompanied by a filing fee as set forth in Chapter 3.65 or resolution of the City Council. Upon receipt of a completed appeal, the Planning Director shall set the matter for hearing and mail notice thereof to the applicant and the appellant if the site development permit did not require a public hearing. If the site development permit required a public hearing, notice of the appeal shall be given in the same manner that notice was given for the original hearing. Such appeals shall be heard by the Planning Commission, except that any appeal concerning an application of a commercial/industrial nature given fast track status, shall be heard directly by the City Council. For purposes of this section, an application shall be considered to have been given fast track status if it meets the definition set forth in Section 9.10.590.

(b) Appeal from Planning Commission. An appeal of the Planning Condition decision to the City Council shall be filed and processed pursuant to Section 9.05.100 and subject to the provisions of Section 9.05.110.

(6) Appeals—Wireless communication facilities site development permits. An applicant or any other interested party may appeal from the decision of the Planning Director by the following procedure:

(a) Initial appeal. The Planning Director shall file his/her notice of decision with the secretary of the Planning Commission, together with a report of the proceedings, not more than fifteen (15) days after making the decision. A copy of the notice of decision shall be mailed to the applicant and to any person who has made a written request for a copy of the decision. The secretary of the Planning Commission shall place the notice of decision on the next agenda of the Planning Commission, held five (5) or more days after the secretary receives the notice from the Planning Director. The decision of the Planning Director is considered final and no action by the Planning Commission is required unless, within ten (10) days after the notice appears on the Planning Commission agenda, the applicant or an interested person files an appeal, accompanied by the fee set forth in Chapter 3.65 or resolution of the City Council.
(b) **Appeal from Planning Commission.** An appeal from the decision of the decision of the Planning Commission shall be filed and processed pursuant to the provisions of Section 9.05.100 and subject to the provisions of Section 9.05.110, provided, however, that the time periods for hearing the appeal may be adjusted by the City Manager as necessary to comply with the requirements of federal or state law or this Code relating to wireless facilities.

**SECTION 9.** Section 9.240.340 (7) and (8) of the Jurupa Valley Municipal Code, Findings and Procedures for Revocation of Variances and Permits, are hereby repealed. Section 9.240.340 (5) and (6) of the Jurupa Valley Municipal Code, Findings and Procedures for Revocation of Variances and Permits, are hereby amended to read as follows:

(5) **Notice of decision.** Notice of the Planning Commission decision and a report of the proceedings shall be filed with the City Clerk not later than fifteen (15) days following the date the decision is adopted. A copy of the notice and the report shall be mailed to the applicant and proof of such mailing shall be indicated on the original notice filed with the City Clerk. If the Planning Commission does not reach a decision due to a tie vote, such fact shall be reported to the City Council in the same manner and within the same time for reporting decisions and such a failure to reach a decision shall constitute affirmation of the Building Director's revocation of the permit or variance.

(6) **Appeal.** An appeal of the decision of the Planning Commission shall be filed and processed pursuant to the requirements of Section 9.50.100 and subject to the provisions of Section 9.05.110.

**SECTION 10.** Section 9.240.350 of the Jurupa Valley Municipal Code is hereby amended to read as follows:

**Sec. 9.240.350. - Time limit.**

Whenever by the terms of this chapter or a provision of any permit or variance thereunder, a period is fixed within which an act is required or permitted to be performed and the last day of such period falls on a Saturday, Sunday, or City holiday, then the next succeeding day which is not a Saturday, Sunday, or City holiday shall be deemed the last day of such period. If, by such provisions, any document is required to be filed with the City Council, the Planning Commission or other body or officer, filing the same with the City Clerk shall be deemed filing with said City Council, filing in the office of the Planning Director shall be deemed filing with said City Council, filing in the office of the Planning Director shall be deemed filing with said Commission, filing with the secretary of such other body or in its office shall be deemed filing with such body, and filing in the office of such officer shall be deemed filing with him. If by any such provision a time limit for the performance of an act is permitted to be extended or the period renewed, such renewal or extension, to be effective, must be sought and obtained prior to the expiration of the time limit.
SECTION 11. Section 9.240.430 (4) of the Jurupa Valley Municipal Code, Applications for Modifications to Approved Commercial and Accessory WECS Permits, is hereby amended to read as follows:

(4) Procedure.

(a) Substantial conformance.

(i) The Planning Director shall approve, conditionally approve or disapprove an application for substantial conformance within thirty (30) days after accepting a completed application. The Planning Director's determination shall be based upon the standards of this section and those standards set forth in this chapter governing approval of the original application and the conditions of approval applicable to the approved WECS permit. An application for substantial conformance shall not require a public hearing. Notice of the decision shall be filed by the Planning Director with the City Clerk not more than fifteen (15) days after the decision. A copy of the notice of decision, including the original conditions of approval which remain in effect unless expressly modified and any additional conditions of approval, shall be mailed to the applicant, and to any person who has made written request for a copy of the decision, and to all owners of real property which is located within one-half (½) mile of the exterior boundaries of the project, as such owners are shown on the last equalized tax roll and any update. The City Clerk shall place the notice of decision on the next agenda of the City Council held five (5) or more days after the Clerk receives the notice from the Planning Director.

(ii) An appeal of the Planning Director’s decision shall be filed and processed pursuant to the provisions of Section 9.50.100 and subject to the provisions of Section 9.05.110, provided, however, that the references to the Planning Commission shall be deemed to refer to the Planning Director’s decision.

(iii) The City Council shall hear the matter de novo; however, the documents and other evidence presented to the Planning Director shall be a part of the City Council record at its hearing on the matter. The City Council shall hear relevant testimony from interested persons and within a reasonable time after the close of the hearing, make its decision sustaining, reversing or modifying the decision of the Planning Director.

(b) Revised permit. An application for revised permit shall be approved, conditionally approved or disapproved in accordance with the procedures for processing an original permit, including any requirements for public hearing, notice of hearing, and all rights of appeal. A revised permit shall meet the development standards applicable to a new WECS permit; provided, however, that a revised permit may be approved subject to lower development standards where the applicant demonstrates that such approval will reduce adverse impacts on residential properties.
SECTION 12. Section 9.250.040 (c) of the Jurupa Valley Municipal Code, Temporary Use Permits Application, Review, and Appeals, is hereby amended to read as follows:

C. Appeals.

(1) Initial appeal. An applicant or any interested person may appeal the decision of the Planning Director to the Planning Commission within ten (10) days of the date of the decision. The appeal shall be made on the forms provided by the Planning Department and shall be accompanied by the applicable filing fee set forth in Chapter 3.65. Upon receipt of a completed appeal form, the City Clerk shall set the matter of the appeal for hearing before the Planning Commission not less than five (5) nor more than thirty (30) days thereafter and shall give written notice of the hearing to the appellant and the Planning Director. The Planning Commission shall render its decision within thirty (30) days following the close of the appeal hearing.

(2) Appeal from the Planning Commission. An appeal of the Planning Condition decision to the City Council shall be filed and processed pursuant to Section 9.05.100 and subject to the provisions of Section 9.05.110.

SECTION 13. Severability If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are hereby declared to be severable.

SECTION 14. CEQA The City Council finds that the proposed ordinance is exempt from the requirements of the California Environmental Quality Act (“CEQA”) and the City’s CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed Ordinance will have a significant effect on the environment. The provisions of this Ordinance amending portions of Title 7, Subdivisions, and Title 9, Planning and Zoning, to revise procedures for appeals of Planning Commission will not result in a permanent or temporary, direct or indirect, alteration of property nor the construction of any new or expanded structures. The proposed ordinance is only a change in an administrative processes of the City that will not result in direct or indirect physical changes in the environment.

SECTION 15. Certification The City Clerk of the City of Jurupa Valley shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 21st day of February, 2019.
Brian Berkson
Mayor

ATTEST:

Victoria Wasko, CMC
City Clerk

CERTIFICATION

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

I, Victoria Wasko, CMC, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Ordinance No. 2019-05 was regularly introduced at a regular meeting of the City Council held on the 7th day of February, 2019 and thereafter at a regular meeting held on the 21st day of February 2019 it was duly passed and adopted by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 21st day of February, 2019

________________________________
Victoria Wasko, CMC
City Clerk
ORDINANCE NO. 2019-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING SECTION 6.20.090 OF THE JURUPA VALLEY MUNICIPAL CODE RELATING TO THE DISPLAY OF MOBILE FACILITY VENDING PERMITS AND SECTION 6.20.110 (20) AND (21) RELATING TO VENDING NEAR FARMER’S MARKETS AND SPECIAL EVENTS AND FINDING THE ORDINANCE EXEMPT FROM CEQA

THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DOES ORDAIN AS FOLLOWS:

Section 1.  Section 6.20.090 of the Jurupa Valley Municipal Code, Vending Permit; Nontransferable, Display, is hereby amended to read as follows:

“Sec. 6.20.090. - Vending permit; nontransferable; display.

A.  No vending permit issued pursuant to the provisions of this chapter shall be transferable.

B.  Each permittee under this chapter shall possess and at all times make available for inspection a business registration certificate issued by the city in accordance with Chapter 5.01 of Title 5 of this Code, and, when applicable, a copy of the unexpired and unrevoked mobile food facilities permit issued by the Riverside County Department of Environmental Health required by this Chapter.

C.  Each permittee under this chapter shall possess and at all times display upon his or her motor vehicle or push cart an unexpired and unrevoked mobile facility vending permit that shall be:

   (1)  Displayed on the left side, right side and rear of the mobile vending facility;

   (2)  Displayed in such a manner that it is clearly visible to enforcement officials and members of the public;

   (3)  Not less than six (6) inches by six (6) inches, reflective, and light blue in color.

D.  The size, color and location of the displayed permit on the mobile vending facility shall be approved by the City Manager.  The City Manager shall have authority to modify these requirements in order to insure that the copy of the permit is clearly visible to enforcement officials and members of the public and does not unduly interfere with the operation of the mobile vending facility.”
Section 2. Subsections (20) and (21) of Section 6.20.110 of the Jurupa Valley Municipal Code are hereby amended to read as follows:

“(20) Vendors are prohibited from vending in areas located within two hundred (200) feet of the immediate vicinity of a permitted certified farmers’ market or a permitted swap meet during the limited operating hours of that certified farmers’ market or swap meet; and

“(21) Vendors are prohibited from vending within two hundred (200) feet of an area designated for a temporary special permit issued by the City, provided that any notice, business interruption mitigation, or other rights provided to affected businesses or property owners under the City’s temporary special permit are also provided to any sidewalk vendors specifically permitted to operate in the area, if applicable. For purposes of this paragraph, a temporary special permit is a permit issued by the City for the temporary use of, or encroachment on, the sidewalk or other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, or outdoor concerts. A prohibition of sidewalk vendors pursuant to this paragraph shall only be effective for the limited duration of the temporary special permit.”

Section 3. **Severability.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more section, subsection, sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

Section 4. **CEQA.** The adoption of this Ordinance is not a "project" under the California Environmental Quality Act because the Ordinance does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4). The proposed ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") and the City's CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that this Ordinance to regulate the sale of food and goods on public property will have a significant effect on the environment. Placing such restrictions on the vendor pursuant to this Ordinance will not result in a permanent alteration of property nor the construction of any new or expanded structures or other direct or indirect physical changes in the environment. The regulated sales are by definition made from mobile locations and not from fixed stores or buildings. The Ordinance is an administrative process and regulates the conduct of people in the mobile sale of food and goods on public property and implements existing health and safety regulations.
Section 3. Certification. The City Clerk of the City of Jurupa Valley shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

Section 4. Effective Date. This Ordinance shall take effect on the date provided in Government Code Section 36937.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 21st day of February, 2019.

______________________________
Brian Berkson
Mayor

ATTEST:

______________________________
Victoria Wasko, CMC
City Clerk
CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE
CITY OF JURUPA VALLEY

I, Victoria Wasko, CMC, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Ordinance No. 2019-06 was regularly introduced at a regular meeting of the City Council held on the 7th day of February, 2019 and thereafter at a regular meeting held on the 21st day of February 2019 it was duly passed and adopted by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 21st day of February, 2019

________________________________
Victoria Wasko, CMC
City Clerk
ORDINANCE NO. 2019-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING CHAPTER 3.70 OF THE JURUPA VALLEY MUNICIPAL CODE TO INCLUDE A PROCESS FOR WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS’ CALCULATION AND COLLECTION OF FEES UNDER THE WESTERN RIVERSIDE COUNTY TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) PROGRAM, AND DETERMINING THAT THE ORDINANCE IS EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW UNDER SECTION 15378(B)(4) OF THE CEQA GUIDELINES

THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DOES ORDAIN AS FOLLOWS:

Section 1.  Amendment of Section 3.70.020.  Section 3.70.020 (Findings.) of the Jurupa Valley Municipal Code is hereby amended to add a new subsection L to read as follows:

“L.  WRCOG, upon the recommendation of the WRCOG Executive Committee, now desires to adopt a process in which WRCOG calculates and collects TUMF on behalf of member agencies under the revised Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance.”

Section 2.  Amendment of Section 3.70.040.B.  Subsection B of Section 3.70.040 (Establishment of the transportation uniform mitigation fee.) of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“B.  Fee Calculation.  The fees shall be calculated by WRCOG according to the calculation methodology fee set forth in the WRCOG TUMF Fee Calculation Handbook adopted July 14, 2003, as amended from time to time. In addition to data in the Fee Calculation Handbook, WRCOG Staff may consider the following items when establishing the appropriate fee calculation methodology:

1.  Underlying zoning of the site;
2.  Land-use classifications in the latest Nexus Study;
3.  Project specific traffic studies;
4.  Latest standardized reference manuals such as the Institute of Traffic Engineers Trip Generation Manual;
5.  Previous TUMF calculations for similar uses;
6.  WRCOG staff shall approve final draft credit/reimbursement agreement prior to execution.
WRCOG shall have final determination regarding the appropriate methodology to calculate the fee based on the information provided by the local agency. In case of a conflict between the applicant, WRCOG, and/or the local agency regarding the fee calculation methodology, the dispute resolution process in the TUMF administrative plan will apply.”

Section 3. Amendment of Section 3.70.040.F. Subsection F of Section 3.70.040 (Establishment of the transportation uniform mitigation fee.) of the Jurupa Valley Municipal Code is hereby amended to change all references from 3.70.020 to 3.70.030.

Section 4. Amendment of Section 3.70.360. Section 3.70.060 (Procedures for the Levy, Collection and Disposition of Fees.) of the Jurupa Valley Municipal Code is hereby amended in its entirety to read as follows:

“A. Authority of the Building Department. The director of building and safety, or designee, is hereby authorized to provide WRCOG with development project specifics for the calculation of TUMF in a manner consistent with the TUMF administrative plan.

B. Payment. Payment of the fees shall be as follows:

1. All fees collected hereunder shall be collected by WRCOG for deposit, investment, accounting and expenditure in accordance with the provisions of this chapter, TUMF administrative plan, and the Mitigation Fee Act.

2. The fees shall be paid at the time a certificate of occupancy is issued for the development project or upon final inspection, whichever comes first (the “Payment Date”). However, this section should not be construed to prevent payment of the fees prior to issuance of an occupancy permit or final inspection. Fees may be paid at the issuance of a building permit, and the fee payment shall be calculated based on the fee in effect at that time, provided the developer tenders the full amount of his/her TUMF obligation. If the developer makes only a partial payment prior to the payment date, the amount of the fee due shall be based on the TUMF fee schedule in place on the payment date. The fees shall be calculated according to fee schedule set forth in this chapter, or resolution adopted pursuant thereto, and the calculation methodology set forth in the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time.

3. The fees required to be paid shall be the fee amounts in effect at the time of payment is due under this chapter, not the date the ordinance adopting this chapter, or any amendment thereto, is initially adopted. The City shall not enter into a development agreement which freezes future adjustments of the TUMF.
4. If all or part of any development project is sold prior to payment of the fee, the property shall continue to be subject to the requirement for payment of the fee. The obligation to pay the fee shall run with the land and be binding on all the successors in interest to the property.

5. Fees shall not be waived.

C. Issuance of Certificate of Occupancy. The City shall not issue a certificate of occupancy for any development project until WRCOG has provided written evidence that it has collected the fee.

D. Appeals. Appeals shall be filed with WRCOG in accordance with the provisions of the TUMF administrative plan. Appealable issues shall be the application of the fee, application of credits, application of reimbursement, application of the legal action stay and application of exemption.

E. Reports to WRCOG. The director of building and safety, or designee, shall prepare and deliver to the executive director of WRCOG, periodic reports as will be established under Section 3.70.070 of this chapter.”

Section 5. Amendment of Section 3.70.070.A. Subsection A of Section 3.70.070 (Appointment of the TUMF administrator.) of the Jurupa Valley Municipal Code is hereby amended in its entirety to read as follows:

“A. WRCOG is hereby appointed as the administrator of the transportation uniform mitigation fee program. WRCOG is hereby authorized to collect all fees generated from the TUMF within the city, and to invest, account for and expend such fees in accordance with the provisions of this chapter and the Mitigation Fee Act. The detailed administrative procedures concerning the implementation of this chapter shall be contained in the TUMF administrative plan. Furthermore, the TUMF administrator shall use the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time, for the purpose of calculating a developer’s TUMF obligation. In addition to detailing the methodology for calculating all TUMF obligations of different categories of new development, the purpose of the Fee Calculation Handbook is to clarify for the TUMF administrator, where necessary, the definition and calculation methodology for uses not clearly defined in the respective TUMF ordinances.”

Section 6. Environmental Findings. The amendments to Chapter 3.70 Transportation Uniform Mitigation Fee Program as described in this Ordinance is not a “project” within the meaning of Section 15378(b)(4) of the CEQA Guidelines, and is therefore exempt from the requirements of CEQA. Section 15378(b)(4) of the CEQA Guidelines states that a project does not include the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. The Ordinance does not approve the construction nor cause the construction of any specific transportation improvements within Riverside County. Instead, this Ordinance is only a change to the administrative process that
simply provides that WRCOG can collect the TUMF instead of the City. This Ordinance will have no effect on the environment. Pursuant to CEQA Guidelines Section 15061(d) and 15062, a Notice of Exemption will be prepared, executed and filed for the foregoing determination in the manner required by law, that this is not a project under the California Environmental Quality Act and therefore, no environmental impact assessment is necessary.

Section 7. Severability. If any one or more of the terms, provisions or sections of this Ordinance shall to any extent be judged invalid, unenforceable and/or voidable for any reason whatsoever by a court of competent jurisdiction, then each and all of the remaining terms, provisions and sections of this Ordinance shall not be affected thereby and shall be valid and enforceable.

Section 8. Judicial Review. In accordance with State law, any judicial action or proceeding to attack, review, set aside, void or annul this Ordinance shall be commenced within ninety (90) days of the date of adoption of this Ordinance.

Section 9. Effective Date. This Ordinance shall take effect on effect thirty (30) days after its adoption.

Section 10. Certification The City Clerk of the City of Jurupa Valley shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 21st day of February 2019.

______________________________
Brian Berkson
Mayor

ATTEST:

______________________________
Victoria Wasko, CMC
City Clerk
CERTIFICATION

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

I, Victoria Wasko, CMC, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Ordinance No. 2019-07 was regularly introduced at a regular meeting of the City Council held on the 7th day of February, 2019 and thereafter at a regular meeting held on the 21st day of February 2019 it was duly passed and adopted by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 21st day of February, 2019

________________________________
Victoria Wasko, CMC
City Clerk
STAFF REPORT

DATE: FEBRUARY 21, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY S. THOMPSON, CITY MANAGER

BY: STEVE R. LORISO, P.E., CITY ENGINEER/DIRECTOR OF PUBLIC WORKS

SUBJECT: AGENDA ITEM NO. 13.H

AWARD CONSTRUCTION AGREEMENT TO ONYX PAVING COMPANY, INC. FOR RUBIDOUX BOULEVARD PAVEMENT REHABILITATION, CIP PROJECT NO. 18-A.2

RECOMMENDATION

1. That the City Council approve and award a construction agreement to Onyx Paving Company, Inc. in the amount of $623,000 for the Rubidoux Boulevard Pavement Rehabilitation Project, for the work included in its proposal for the Base Bid, and authorize the City Manager to execute the Agreement in substantially the form attached and as approved by the City Attorney; and

2. Authorize the City Manager to execute contract change orders not to exceed 5% of the total agreement, pursuant to requirements set forth in the agreement; and

3. Authorize the City Manager to record the Notice of Completion upon acceptance of the work by the City Engineer.

BACKGROUND

At its meeting of April 19, 2018, the City Council approved the FY 2018-2019 Capital Improvement Program (CIP). This CIP included the Rubidoux Boulevard Pavement Rehabilitation Project. This project will provide for approximately 275,000 square feet of much needed pavement rehabilitation on Rubidoux Boulevard between Mission Boulevard and 29th Street. City staff prepared the bid package for the Project and the City Engineer approved the bid package on January 14, 2019. Project bid solicitation was structured to provide for a Base Bid and Bid Additive A. The Base Bid included the work from Mission Boulevard to SR-60, while Bid Additive A included the work from SR-60 to 29th Street if bids came back within budget.
On January 21, 2019 the Notice Inviting Bids was published in The Press Enterprise. The City Clerk also advertised in various online bid posting services and additional notice was placed on the City’s website. The bid package was uploaded to PlanetBids, the City’s bid solicitation service provider, where interested bidders could obtain the complete bid document package.

ANALYSIS

Formal bidding procedures were followed in conformance with the Public Contract Code. Five (5) bids were received on February 7, 2019 as summarized below.

All bids were reviewed for accuracy and completeness. As outlined in the bidding documents, the cumulative bid amount, being the sum of the Base Bid and Bid Additive A would be considered when determining the lowest responsible bid. Onyx Paving Company, Inc. submitted the lowest cumulative bid totaling $888,000 and was verified as the lowest, responsive and responsible bidder.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
<th>Bid Additive A</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Onyx Paving Company, Inc.</td>
<td>$623,000.00</td>
<td>$265,000.00</td>
<td>$888,000.00</td>
</tr>
<tr>
<td>2. Hardy &amp; Harper, Inc.</td>
<td>$660,000.00</td>
<td>$246,000.00</td>
<td>$906,000.00</td>
</tr>
<tr>
<td>3. All American Asphalt, Inc.</td>
<td>$699,770.00</td>
<td>$273,000.00</td>
<td>$972,770.00</td>
</tr>
<tr>
<td>4. R.J. Noble Company</td>
<td>$810,230.00</td>
<td>$277,822.500</td>
<td>$1,088,052.50</td>
</tr>
<tr>
<td>5. Sully-Miller Contracting</td>
<td>$806,610.00</td>
<td>$352,039.00</td>
<td>$1,158,649.00</td>
</tr>
<tr>
<td>Engineer's Estimate</td>
<td>$764,550.00</td>
<td>$327,212.00</td>
<td>$1,092,762.00</td>
</tr>
</tbody>
</table>

Staff has considered the opportunities presented with Bid Additive A and is recommending that the Base Bid only be awarded. The project budget does not include enough funding to complete Bid Additive A at this time. Also, there is a proposed private development north of SR-60 that would have an adverse effect to any new pavement constructed at this time.

City Public Works/City Engineering Department staff will provide Construction Management (CM) and inspection. This effort will require daily observation of contractor’s operations, materials inspection and testing, monitoring compliance with the contract documents including temporary construction traffic control, preparation of monthly progress payment reports, and performance of various administrative activities related to the project. This construction support is estimated to cost $60,000.
OTHER INFORMATION

Previous Actions:
- None

FINANCIAL IMPACT

The FY 2018-2019 CIP Project Budget for the Rubidoux Boulevard Pavement Rehabilitation Project is $875,000 and was funded by the City’s Road Maintenance and Rehabilitation Account (RMRA) allocation provided by Senate Bill 1 (SB1). Throughout the course of the fiscal year it was discovered that the City’s Community Development Block Grant (CDBG) funds could be used to complete this project. There is currently $690,000 available from CDBG that are proposed to be used for this project. The remaining funds needed to cover the total project cost will come from RMRA.

<table>
<thead>
<tr>
<th>Current Funding (Per 18/19 CIP)</th>
<th>Proposed Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>RMRA $875,000</td>
<td>RMRA $110,000</td>
</tr>
<tr>
<td>CDBG $690,000</td>
<td>CDBG $690,000</td>
</tr>
<tr>
<td><strong>Total $875,000</strong></td>
<td><strong>Total $770,000</strong></td>
</tr>
</tbody>
</table>

The available funds are sufficient for award of this agreement as recommended and related support services.

The total estimated project costs for an award of a contract to Onyx Paving, Inc. as recommended are as follows:

- Project Admin/Bid Package Preparation $55,000.00
- Construction Contract $623,000.00
- Contingency (5%) $31,150.00
- Construction Support Services $60,000.00

**Total Project Cost $769,150.00**

No General Fund monies are required for approval of this agreement.

The RMRA money not being expended on this project will be used to complete the Van Buren Boulevard Pavement Rehabilitation Project – Ph. 2B from Rutile Street to Bellegrave Avenue.

ALTERNATIVES

1. Do not approve Agreement as recommended.
2. Provide alternate direction to staff.
Prepared by:

Chase Keys, E.I.T.
CIP Manager

Reviewed by:

Steve R. Loriso, P.E.
City Engineer/Director of Public Works

Reviewed by:

George A. Wentz
Deputy City Manager

Alan Kreimeier
Administrative Services Director

Submitted by:

Gary S. Thompson
City Manager

Approved as to form:

Peter Thorson
City Attorney

Attachments:

1) Project Location Map
2) Agreement, Project No. 18-A.2
ATTACHMENT 1

“Project Location Map”
ATTACHMENT 2

“Agreement, Project No. 18-A.2”
AGREEMENT

PROJECT NO. 18-A.2

RUBIDOUX BOULEVARD PAVEMENT REHABILITATION
Mission Boulevard to SR60

THIS Agreement, made and entered into the 21st day of February, 2019, by and between the City of Jurupa Valley, a municipal corporation, hereinafter called the "City" and Onyx Paving Company, Inc. hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. **Scope of Services.** Contractor shall perform the work and provide all labor, materials, equipment and services, except as otherwise provided in the Plans or Special Provisions, in a good and workmanlike manner for the project identified as Rubidoux Boulevard Pavement Rehabilitation ("Project"), in accordance with this Agreement. The complete Agreement includes all of the Documents as if set forth in full herein, to wit, including the Agreement, any and all Contract Change Orders issued after the execution of the Agreement, Addenda No(s). NA issued prior to the opening of the Bids, the Special Provisions (which includes the General Provisions and Technical Provisions), the Project Plans, the Standard Plans, the Standard Specification, reference Specifications, the Bidder's Proposal, the Notice Inviting Bids, the Non-Collusion Affidavit, the Faithful Performance Bond, the Labor and Materials Payment Bond and insurance (the "Documents"), all of which are essential parts of the Agreement between City and Contractor and are hereby made a part of this Agreement. In the event of any conflict in the provisions thereof, the terms of said Documents as set forth above shall control, each over the other, in the order provided.

2. **Compensation.** The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of six hundred twenty three thousand dollars, ($623,000.00), subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under the Documents.

3. **Payments.** City shall make payments within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days after receipt, and shall explain in writing the reasons why the payment request is not proper.

A payment shall be made as the City Council of the City prescribes upon estimates approved by the City Council. However, progress payments shall not be made in excess of ninety-five percent (95%) of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the City, and unused. The City shall withhold not less than five percent (5%) of the Agreement price until final completion and acceptance of the Project. However, at any time after fifty percent (50%) of the work has been completed, if the City Council of the City finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual work completed.

4. **Time.** The Contractor hereby agrees to commence work pursuant to this Agreement within fourteen (14) calendar days after the date of authorization specified in the Notice to Proceed. The
AGREEMENT
PROJECT NO. 18- A.2

Contractor agrees to diligently prosecute the work, including corrective items of work, day to day thereafter, to completion, within Twenty-Five (25) working days after said date in the “Notice to Proceed with Construction,” except as adjusted by subsequent Contract Change Order(s).

5. **Liquidated Damages.** The City and Contractor hereby agree that in case all construction called for under the Agreement is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of $1,000.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. **Insurance.** The Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect: (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of $2,000,000.00 combined single limit coverage against any injury, death, loss, or damage as a result of wrongful or negligent acts by the Contractor, its officers, representatives, volunteers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of $1,000,000.00; (3) automotive liability insurance with a minimum combined single limits coverage of $1,000,000.00; and (4) workers’ compensation insurance with a minimum limit of $1,000,000.00 or the amount required by law, whichever is greater.

Acceptable insurance coverage shall be from an admitted corporate surety insurer licensed in the State of California, approved by the City, and with a rating of, or equivalent to, A:VII by A.M. Best & Company.

Any deviation from this rule shall require specific approval, in writing, from the City.

All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through addition of additional insured to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days prior written notice thereof by certified mail, return receipt requested. The Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

The Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor.

The Contractor shall submit to the City (1) insurance certificates indicating compliance with the minimum workers’ compensation insurance requirements above, and (2) insurance policy endorsements not less than one (1) day prior to beginning of performance under this Agreement.

Any deductibles must be declared to and approved by the City.

Agreement - 2
The general liability and automobile liability policies must contain or be endorsed to contain the following provisions: “The City of Jurupa Valley and their officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed on behalf of the City of Jurupa Valley, including materials, parts or equipment furnished in connection with the work or operations.”

The insurance provided by Contractor shall be primary to any coverage available to the City.

The Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required herein. All certificates and endorsements are to be received and approved by the City before work commences. The City may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

7. **Bonds.** The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Agreement pursuant to Section 9550 of the Civil Code.

8. **Contractor’s Guarantee.** The Contractor, the Contractor’s heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. **Prevailing Wages.** Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at http://www.dir.ca.gov. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of $200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to
AGREEMENT
PROJECT NO. 18-A.2

Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to http://www.dir.ca.gov/Public-Works/PublicWorks.html.

10. **Third Party Claims.** City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

11. **Antitrust Claims.** Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

12. **Claim Dispute Resolution.** In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

All claims arising out of or related to the Agreement or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of “claim” as individually defined therein.

13. **Debarred, Suspended or Ineligible Contractors.** Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractor pursuant to California Labor Code Section 1777.1 or 1777.7.

14. **Conflicts of Interest.** Contractor agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make Contractor “financially interested,” as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

15. **Trenching and Excavations.** If the project involves trenching more than four (4) feet deep, Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any: material that Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; subsurface or latent physical conditions at the site differing from those indicated; or unknown physical conditions at the site of any unusual
nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. The City shall promptly investigate the conditions, and if the City finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor's cost of or the time required for performance of any part of the work, the City shall issue a change order.

16. **Utilities.** The City acknowledges its responsibilities under Government Code section 4215 and incorporates that section herein by this reference.

17. **Location of Existing Elements.** The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. Alert and other private underground locating firm(s), utilizing specialized locating equipment and/or hand trenching.

18. **Wage and Hour Laws.** The Contractor shall, as a penalty, forfeit twenty-five dollars ($25) for each worker employed in the execution of the Agreement for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of California Labor Code Section 1813. As provided for in California Labor Code Section 1810, a legal day’s work is 8 hours of labor in any one calendar day.

19. **Audits.** The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Agreement.

20. **Entire Agreement.** This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

21. **Termination.** This Agreement may be canceled by the City at any time with or without cause without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

22. **Substitution of Securities.** Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Jurupa Valley to ensure performance under this Agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Jurupa Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after this
Agreement is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300, of the Public Contract Code.

23. **Indemnification.** To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Jurupa Valley and their officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively “Indemnitees”) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively “Liabilities”), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, incidental to, or related to any act, failure to act, error, or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement or the performance or failure to perform any term, provision, covenant, or condition of this Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee’s right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee’s right to recover under this indemnity provision. Contractor shall pay Indemnitees for any attorney’s fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees’ sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a) or (b) the contracting public agency’s active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

24. **Assignment.** The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

25. **Attorney’s Fees.** If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees, experts’ fees, and other costs, in addition to any other relief to which the party may be entitled.

26. **Worker’s Compensation Insurance.** By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance
with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

27. **Effective Date.** The effective date of this Agreement shall be the date of the Award of Contract by the City of Jurupa Valley.

28. **Contractor's License.** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)
SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer’s having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.
THAT WHEREAS, the City Council of the City of Jurupa Valley, State of California, known as "City," has awarded to Onyx Paving Company, Inc. as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 18-A.2, Rubidoux Boulevard Pavement Rehabilitation, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and __________________________, as Surety, are held and firmly bound unto the City of Jurupa Valley, County of Riverside in the penal sum of six hundred twenty three thousand dollars, ($623,000.00), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Jurupa Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)
IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 21st day of February 2019.

ONYX PAVING COMPANY, INC.

Contractor Name: ________________________
Address: ________________________________

Telephone No.: __________________________
Print Name: ______________________________
Signature: ________________________________

Approved as to Form this 21st day of February 2019

City Attorney
City of Jurupa Valley

NOTE: This bond must be executed by both parties. Corporate seal may be affixed hereto. All signatures must be acknowledged before a notary public (attach acknowledgments). The attorney-in-fact for the corporate surety must be registered, as such, in at least one county in the State of California. (Attach one original Power of Attorney sheet for each bond).
LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)

PROJECT NO. 18-A.2
RUBIDOUX BOULEVARD PAVEMENT REHABILITATION
Mission Boulevard to SR60

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Jurupa Valley, State of California, known as "City", has awarded to Onyx Paving Company, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 18-A.2, Rubidoux Boulevard Pavement Rehabilitation, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and ________________________ as Surety are held and firmly bound unto the City of Jurupa Valley, County of Riverside, in the penal sum of six hundred twenty-three thousand dollars, ($623,000.00), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 9100, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)
LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 18-A.2

BOND NO._____________

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this 21st day of February 2019.

ONYX PAVING COMPANY, INC.  SURETY

Contractor Name: ___________________________  Name: ___________________________
Address: _________________________________  Address: _______________________________

Telephone No.: ___________________________  Telephone No.: ___________________________
Print Name: _______________________________  Print Name: _______________________________
Signature: _________________________________  Signature: _______________________________

Approved as to Form this 21st day of February 2019

__________________________________________
City Attorney
City of Jurupa Valley

NOTE: This bond must be executed by both parties. Corporate seal may be affixed hereto. All signatures must be acknowledged before a notary public (attach acknowledgments). The attorney-in-fact for the corporate surety must be registered, as such, in at least one county in the State of California. (Attach one original Power of Attorney sheet for each bond).
STAFF REPORT

DATE: FEBRUARY 21, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY S. THOMPSON, CITY MANAGER

BY: STEVE R. LORISO, P.E., CITY ENGINEER

SUBJECT: AGENDA ITEM NO. 13.I

APPROVAL OF PARCEL MAP 36828 LOCATED ON THE NORTH SIDE OF SAN SEVAINE CHANNEL BETWEEN SAN SEVAINE WAY AND BAIN STREET INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION, APPROVAL OF SUBDIVISION AGREEMENTS, AND ACCEPTANCE OF IMPROVEMENT BONDS (CRPF IV BAIN, LLC)

RECOMMENDATION

It is recommended that the City Council:

1. Approve Parcel Map 36828 and accept the dedications as follows:
   a. Accept the offers of dedication of easement for public utility purposes over all of Lots “A” and “B”, as shown on Parcel Map 36828.
   b. Accept the offers of dedication of easement “B” for public utility purposes within Parcels 1 and 2 as shown on Parcel Map 36828.
   c. Accept the offers of dedication of easement “F” for public utility purposes within Parcels 1 and 2 as shown on Parcel Map 36828.

2. Authorize the Mayor and City Clerk to sign Parcel Map 36828.

3. Approve and authorize the Mayor and City Clerk to execute the Subdivision Improvement Agreements.

4. Accept the Faithful Performance Bond #1001089604 in the amount of $370,000 and Material and Labor Bond #1001089604 in the amount of $185,000 from American Contractors Indemnity Company for the construction of Improvements and Monument Bond in the amount of $2,500 in the form of a cash deposit.
BACKGROUND

Tentative Parcel Map 36828 was conditionally approved by the Planning Commission on September 21, 2016. Staff has reviewed Parcel Map 36828 and finds that it is in substantial conformance with the approved Tentative Map. The City Attorney has reviewed and approved to form the Subdivision Agreements and the Public Improvement Bond Forms. This action approves the Parcel Map, Subdivision Agreements, and accepts offers of dedication and improvement bonds related to the subdivision.

ANALYSIS

Parcel Map 36828 provides for the development of three (3) industrial use parcels and all associated road and utility improvements on an 18.73 acre site located on the north side of San Sevaine Channel between San Sevaine Way and Bain Street. The next step in the process is consideration of the final map, the agreements for the subdivision work, and posting surety to guarantee completion of subdivision work.

The development proposes three (3) industrial buildings totaling 327,080 square feet. The parcels will be developed along Serrano Drive (new). The City Engineer has reviewed the final map (attached) and finds that it is in substantial conformance with the tentative map. The Engineering Department and Planning Department staff have reviewed the conditions of approval and have determined all conditions required for map recordation have been met. The City Attorney has reviewed and approved the Subdivision Improvement Agreements and the Improvement Bond forms. Staff recommends that the City Council approve Parcel Map 36828 and accept the offers of dedication, the subdivision agreements, and the public improvement bonds.

FISCAL IMPACT

The City will receive development fees and payments as part of the obligations defined in the Municipal Code.

ALTERNATIVES

1. Take no action.

2. Provide alternative direction to staff.
Reviewed by:  

[Signature]

Steve R. Loriso, PE  
City Engineer

Submitted by:  

[Signature]

Gary S. Thompson  
City Manager

Prepared by:  

[Signature]

Tina M. York, PE  
Development Services Manager

Reviewed by:  

[Signature]

George A. Wentz  
Deputy City Manager

Approved as to form by:  

[Signature]

Peter M. Thorson  
City Attorney

Reviewed by:  

[Signature]

Alan Kreimeier  
Administrative Services Director

Attachments:

1. Exhibit #1 Parcel Map 36828
2. Exhibit #2 Subdivision Agreements
3. Exhibit #3 Improvement Bonds
SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS
PARCEL MAP NO. 36828

This agreement, made and entered as of February 21, 2019 by and between the City of Jurupa Valley, State of California, hereinafter called City, and CRPF IV Bain, LLC, a California limited liability corporation, hereinafter called Subdivider.

In consideration of the mutual promises, consideration and land use entitlements approved for the Tract, the parties hereto agree as follows:

FIRST: Subdivider, for and in consideration of the approval by City of the final map of that certain land division known as Parcel Map 36828, hereby agrees, at Subdivider’s own cost and expense, to construct or cause to have constructed, with twenty four (24) months from the date this agreement is executed, in a good and workmanlike manner, road and drainage improvements, complete with all necessary curb, gutter, sidewalks, street lights, pavement, storm drain pipes, and catch basins to the satisfactory operation of said systems, with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the City Engineer, all in accordance with those plans and specifications which have been approved by both the Riverside County Flood Control and Water Conservation District and the City Engineer, and are on file in the office of the City Engineer. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and during this one year period to repair or replace to the satisfaction of the City Engineer any defective work or labor done or defective materials furnished. Subdivider further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of three hundred seventy thousand dollars ($370,000).

SECOND: Subdivider agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the City Engineer. Subdivider further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the road and drainage improvements, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Subdivider, including reasonable attorney’s fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

THIRD: City shall not, nor shall any officer, employee or consultant of City be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer, employee, or agent thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Subdivider, its agents or employees, in the performance of the work, and all or said liabilities are assume by Subdivider. Subdivider agrees to protect, defend, and hold harmless City and the officers, employees and consultants thereof from all loss, liability or claim because of, or arising out
of the acts or omissions of Subdivider, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

FOURTH: The Subdivider hereby grants to City, or any agent or employee of City, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Subdivider has completed work within the time specified or any extension thereof granted by the City and the work has been accepted by the City.

FIFTH: The Subdivider shall provide, or cause to be provided, adequate notice and warning to the traveling public of each and every hazardous or dangerous condition caused or created by the construction of the works of improvement at all times up to the completion and formal acceptance of the works of improvement. The Subdivider shall protect all persons from such hazardous or dangerous conditions by use of traffic regulatory control methods, including, but not limited to, stop signs, regulatory signs or signals, barriers, or detours.

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

SEVENTH: If Subdivider, its agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time which have been granted by City Engineer, or if Subdivider violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications. Subdivider shall be in default of this agreement and notice of such default shall be served upon Subdivider. City shall have the power, on recommendation of the City Engineer to terminate all rights of Subdivider because of such default. The determination by the City Engineer the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Subdivider and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to City under law. The failure of Subdivider to commence construction shall not relieve the Subdivider or surety from completion of the improvements required by this agreement.

EIGHTH: Subdivider agrees to file with City prior to the date this agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by and subject to the requirements of Jurupa Valley Municipal Code Section 7.65.010. Subdivider agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bond, or both, within ten (10) day after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Subdivider fails to take such action as is necessary to comply with said notice; Subdivider shall be in default of this agreement.

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

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

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

City
City of Jurupa Valley
8930 Limonite Ave
Jurupa Valley, CA 92569
Attention: City Engineer

Subdivider
CRPFIV Bain, LLC
1300 Dove Street, Suite 200
Newport Beach, CA 92660
Attention: President

TWELFTH: This Agreement contains the entire agreement of the parties as to the matters set forth herein. No waiver of any term or conditions of this Agreement shall be a continuing waiver thereof.

THIRTEENTH: To the extent required by Labor Code Section 1720, Subdivider and its contractors shall pay prevailing wages for all work performed for the construction, alteration, demolition, installation, or repair for construction of the Improvements required by this Agreement. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute the work required by this Agreement from the Director of the Department of Industrial Relations and on its website at http://www.dir.ca.gov/DLSR/DPrelWageDetermination.htm. These rates are on file with or available from the City Clerk. Copies may be obtained at cost at the City Clerk's office of Jurupa Valley. Subdivider shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Subdivider shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Subdivider shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any contractor or subcontractor under him or her, in violation of the provisions of this agreement.

FOURTEENTH: Until such time as the Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Improvements constructed or installed. Until such time as all Improvements required by this Agreement are fully completed and accepted by City, Subdivider will be responsible for the care, maintenance of, and any damage to such improvement.
FIFTEENTH: Upon acceptance of the work on behalf of City and recordation of the Notice of Completion, ownership of the improvements constructed pursuant to this Agreement shall vest in City.

SIXTEENTH: General.

A. Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of a party warrants and represents that he or she has the authority to execute this Agreement on behalf of the party and has the authority to bind that party to the performance of its obligations hereunder.

B. Time. Time is of the essence of this Agreement.

C. Applicable Law/Venue. This Agreement shall be deemed to have been entered into and shall in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of California. The venue of any legal action relating to this Agreement shall be in the Superior Court of California or U.S. District Court, as applicable, with jurisdiction over the County of Riverside.

D. Legal Responsibilities. The Subdivider shall keep itself informed of all local, State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its obligations pursuant to this Agreement. The Subdivider shall at all times observe and comply with all such laws and regulations and shall require its contractors and subcontractors to comply with all such laws and regulations. The City, and its officers, employees and agents; shall not be liable at law or in equity occasioned by failure of the Subdivider to comply with this subsection.

E. Independent Advice of Legal Counsel. Each party acknowledges that it had retained independent legal counsel of its own choice to review this Agreement and that prior to the execution hereof each party has had the opportunity to review the terms of this Agreement with its counsel and is entering into this Agreement after such review.

F. Validity of Agreement. All parties agree that this Agreement is legal, valid and binding.

G. Binding on Successors. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns, executors and administrators.

************* SIGNATURES ON SUCCEEDING PAGES *************
IN WITNESS WHEREOF, this Agreement has been duly approved and executed on behalf of the parties as of the date first written above.

SUBDIVIDER

CRPF IV Bain, LLC, a California limited liability corporation

[Signature]

Name:

Name:

FOR A CORPORATIONS: SIGNATURE OF PRESIDENT AND SECRETARY OF CORPORATION OR A DUTY AUTHORIZED CORPORATE RESOLUTION SHOWING AUTHORITY OF PERSONS TO SIGN ON BEHALF OF CORPORATION IS REQUIRED.

FOR LIMITED LIABILITY COMPANIES, PARTNERSHIPS AND SIMILAR LEGAL ENTITIES: A DUTY AUTHORIZED RESOLUTION OF THE BUSINESS ENTITY OR OTHER DUTY AUTHORIZED DOCUMENT SHOWING AUTHORITY OF PERSONS TO SIGN ON BEHALF OF CORPORATION

THREE ORIGINALS OF AGREEMENT ARE REQUIRED; SIGNATURES OF SUBDIVIDER MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of Orange

On August 24, 2018 before me, Susan P. Allen Notary Public, personally appeared Patrick Danelis

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

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

WITNESS my hand and official seal.

Signature Susan P. Allen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ___________________________ Document Date: ___________________________
Number of Pages: ___________ Signer(s) Other Than Named Above: ___________________________

Capacity(ies) Claimed by Signer(s)
Signer's Name:
☐ Corporate Officer — Title(s): ___________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ___________________________
Signer Is Representing: ___________________________

Signer's Name:
☐ Corporate Officer — Title(s): ___________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ___________________________
Signer Is Representing: ___________________________

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
"CITY"

CITY OF JURUPA VALLEY, a Municipal corporation

Micheal Goodland
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:

Steve R. Loriso, PE
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 1/18/18
AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS

This agreement, made and entered into as of February 21, 2019 by and between the City of Jurupa Valley, County of Riverside, State of California hereinafter called City and CRPF IV Bain, LLC, a California limited liability corporation hereinafter called Subdivider.

WITNESSETH:

FIRST: Subdivider, for and in consideration of the approval by City of the final map of that certain land division known as Parcel Map 36828, hereby agrees, at Subdivider's own cost and expense, to furnish all labor, equipment and materials necessary to set, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the City Engineer tie notes for said tract in accordance with the standards set forth in Chapter 7.20, including Section 7.20.100, of the Jurupa Valley Municipal Code and Section 8771 et seq. of the Business and Professions Code of the State of California. Subdivider further agrees to pay, within 30 days of presentation to Subdivider of the final billing of any surveyor or engineer for work performed by him as provided for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Subdivider further agrees that if payment to the surveyor or engineer is not made within 30 days and the surveyor or engineer notifies City Engineer that he has not been paid for setting the final monuments, the City Council is authorized pursuant to Section 66497 of the Government Code, after providing Subdivider with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, to order that payment be made by City to the engineer or surveyor. If this occurs, the Subdivider shall, upon demand made by the City Engineer, and without proof of loss by City, reimburse City for any funds so expended. Notwithstanding any other provisions herein, the determination of City as to whether the surveyor or engineer has been paid shall be conclusive on Subdivider, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City Engineer. The estimated cost of said work and improvements is the sum of Monument Bond Amount two thousand five hundred dollars ($2500.00).

SECOND: Subdivider agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the City Engineer. Subdivider further agrees that, if suit is brought upon this agreement or any bond guaranteeing the completion of the monuments, all costs and reasonable expenses and fees incurred by City in successfully enforcing such obligations shall be paid by Subdivider, including reasonable attorney's fees, and that, upon entry of judgment, all such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

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

FOURTH: The Subdivider hereby grants to City, the Surety upon any bond, and to the agents, employees and contractors of either of them, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the monumentation. This permission shall terminate in the event that Subdivider or the Surety has completed work within the time specified or any extension thereof granted by the City. It is further agreed that Subdivider shall have control of the ground reserved for the installation of said work, and the streets in which they are to be placed, as is necessary to allow Subdivider to carry out this agreement.

FIFTH: Subdivider agrees to file with City prior to the date this contract is executed, an acceptable and sufficient improvement security in an amount not less than the estimated cost of the work, as above specified, for the faithful performance of the terms and conditions of this agreement, and for the payment of the amount of the improvement security to the City for the benefit of any surveyor or engineer who has not been paid by the Subdivider, as provided for by Section 66495 et seq. of the Government Code of the State of California. Subdivider agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amount of said bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provisions herein, if Subdivider fails to take such action as is necessary to comply with said notice, Subdivider shall be in default of this agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified Subdivider of the insufficiency of the security or the amount of the bonds or both.

SIXTH: If Subdivider neglects, refuses, or fails to prosecute the work as to insure its completion within the time specified, or within such extensions of time which have been granted by City, or if Subdivider violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, Subdivider shall be in default of this agreement. City shall have the power, on recommendation of the City Engineer, to terminate all rights of Subdivider in such agreement, but said termination shall not affect or terminate any of the rights of City as against Subdivider or its Surety then existing or which thereafter accrue because of such default. The determination of the City Engineer of the question as to whether any of the terms of the agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Subdivider, its Surety, and any and all parties who may have any interest in the agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to City under law. The failure of the Subdivider to commence construction shall not relieve the Subdivider or surety from completion of the improvements required by this agreement.

SEVENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by City, either at its own option, or upon request of Subdivider, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Subdivider further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement, including any extensions of time as may be granted therein.
EIGHTH: It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain that particular part, term or provision held to be invalid.

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

City
City of Jurupa Valley
8930 Limonite Ave
Jurupa Valley, CA 92509

Subdivider
CRPF IV Bain, LLC
1300 Dove Street, Suite 200
Newport Beach, CA 92660

TENTH: General.

A. Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of a party warrants and represents that he or she has the authority to execute this Agreement on behalf of the party and has the authority to bind that party to the performance of its obligations hereunder.

B. Time. Time is of the essence of this Agreement.

C. Applicable Law/Venue. This Agreement shall be deemed to have been entered into and shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of California. The venue of any legal action relating to this Agreement shall be in the Superior Court of California or U.S. District Court, as applicable, with jurisdiction over the County of Riverside.

D. Legal Responsibilities. The Subdivider shall keep itself informed of all local, State and Federal Laws and regulations which in any manner affect those employed by it or in any way affect the performance of its obligations pursuant to this Agreement. The Subdivider shall at all times observe and comply with all such laws and regulations and shall require its contractors and subcontractors to comply with all such laws and regulations. The City, and its officers, employees and agents, shall not be liable at law or in equity occasioned by failure of the Subdivider to comply with this subsection.

E. Independent Advice of Legal Counsel. Each party acknowledges that it had retained independent legal counsel of its own choice to review this Agreement and that prior to the execution hereof each party has had the opportunity to review the terms of this Agreement with its counsel and is entering into this Agreement after such review.

F. Validity of Agreement. All parties agree that this Agreement is legal, valid and binding.

G. Binding on Successors. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns, executors and administrators.
IN WITNESS WHEREOF, Subdivider has affixed his name, address and seal.

By:  

PATRICK DANIELS  
Title: AUTHORIZED REPRESENTATIVE  

By:  

Title:  

APPROVED:

By:  

Steve R. Loriso, PE  
City Engineer  

ATTEST:

By:  

Vicki Wasko  
City Clerk  

APPROVED AS TO FORM  

CITY OF JURUPA VALLEY:

By:  

Peter Thorson  
City Attorney  

By:  

Micheal Goodland  
Mayor

SIGNATURES OF SUBDIVIDER MUST BE ACKNOWLEDGED BY NOTARY  
AND EXECUTED IN TRIPLICATE  

Original: 7/1/11  
Revised: 7/1/12
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

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

State of California
County of Orange

On June 5, 2018 before me, Susan P. Allen, Notary Public, personally appeared Patrick Daniels, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer’s Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

Signer’s Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
“CITY”
CITY OF JURUPA VALLEY, a Municipal corporation

Brian Berkson
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:

Steve R. Loriso, PE
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 7/26/18
FAITHFUL PERFORMANCE BOND
CITY OF JURUPA VALLEY, STATE OF CALIFORNIA
(Government Code Section 66499.1)

FOR: Streets and Drainage $370,000 Parcel Map 36828
Water System
Sewer System

Surety American Contractors Indemnity Company
Address 801 South Figueroa Street, #700
City/State Los Angeles, CA
Zip code 90017
Phone 310-649-0990

Principal CRPF IV Bain LLC
Address 1300 Dove Street, Suite 200
City/State Newport Beach, CA
Zip 92660
Phone 949-342-8000

WHEREAS, the City of Jurupa Valley, State of California, and CRPF IV Bain, LLC,
(hereinafter designated as "principal") have entered into, or are about to enter into, the
attached agreement(s) whereby principal agrees to install and complete the above designated
public improvements relating to PM36828, which agreement(s) is/are hereby referred to and
made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement(s) to furnish bond(s)
for the faithful performance of said agreement(s);

NOW, THEREFORE, we the principal and undersigned, as corporate surety, are held and
firmly bound unto the City of Jurupa Valley in the penal sum of three hundred seventy thousand
dollars ($370,000) lawful money of the United States, for the payment of which sum will and
truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly
and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded principal, his or its heirs,
executors, administrators, successors or assigns, shall in all things stand to and abide by, and
well and truly keep and perform the covenants, conditions and provisions in the said
agreement and any alteration thereof made as therein provided, on his or their part, to be kept
and performed at the time and in the manner therein specified, and in all respects according
to their true intent and meaning, and shall indemnify and save harmless the City of Jurupa
Valley, its officers, agents and employees, as therein stipulated, then this obligation shall
become null and void; otherwise, it shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified
therefore, there shall be included costs and reasonable expenses and fees, including
reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all
to be taxed as costs and included in any judgment rendered.
FAITHFUL PERFORMANCE BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed there under or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

When the work covered by the agreement is complete, the City of Jurupa Valley will accept the work and thereupon, the amount of the obligation of this bond is reduced by 90% with the remaining 10% held as security for the one-year maintenance period provided for in the agreements.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on August 16, 2018.

NAME OF PRINCIPAL: CRPF IV Bain, LLC

AUTHORIZED SIGNATURE(S):

By: ____________________________
Name: Patrick W. Bain
Title: COO

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: American Contractors Indemnity Company

AUTHORIZED SIGNATURE:

David S. Ballew, Its Attorney-in-Fact

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of Orange

On August 30, 2018 before me, Susan P. Allen, Notary Public, personally appeared Patrick Daniels

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

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

WITNESS my hand and official seal.

Signature Susan P. Allen

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ____________________________ Document Date: __________________
Number of Pages: ______ Signer(s) Other Than Named Above: __________________________

Capacity(ies) Claimed by Signer(s)
Signer’s Name:____________________________________
☐ Corporate Officer — Title(s):_______________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:__________________________________________
Signer Is Representing:____________________________

Signer’s Name:____________________________________
☐ Corporate Officer — Title(s):_______________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:__________________________________________
Signer Is Representing:____________________________

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
MATERIAL AND LABOR BOND
CITY OF JURUPA VALLEY, STATE OF CALIFORNIA
(Government Code Section 66499.1)

FOR: Streets and Drainage $185,000 Parcel Map 36828
Water System $ Bond No. 1001089604
Sewer System $ Premium $7,400.00

Surety American Contractors Indemnity Company
Address 801 South Figueroa Street, #700
City/State Los Angeles, CA
Zip code 90017
Phone 310-649-0990

Principal CRPF IV Bain, LLC
Address 1300 Dove Street, Suite 200
City/State Newport Beach, CA
Zip 92660
Phone 949-342-8000

WHEREAS, the City of Jurupa Valley, State of California, and CRPF IV Bain, LLC, (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to PM36828, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the City of Jurupa Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of one hundred eighty-five thousand dollars ($185,000) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinafore set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to full claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.
MATERIAL AND LABOR BOND

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on August 16, 2018.

NAME OF PRINCIPAL: CRPF IV Bain, LLC

AUTHORIZED SIGNATURE(S):

By: [Signature]
Name: [Name]
Title: [Title]

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: American Contractors Indemnity Company

AUTHORIZED SIGNATURE: [Signature]
Name: [Name]
Title: [Title]

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  CIVIL CODE § 1189

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

State of California
County of orange

On August 30, 2018 before me, susan p. allen, notary public, personally appeared Patrick Daniels

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

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

WITNESS my hand and official seal.

Signature susan p. allen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: __________________________ Document Date: __________________________
Number of Pages: ________ Signer(s) Other Than Named Above: __________________________

Capacity(ies) Claimed by Signer(s)
Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited  ☐ General
☐ Individual  ☐ Attorney in Fact
☐ Trustee  ☐ Guardian or Conservator
☐ Other: __________________________
Signer Is Representing: __________________________

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited  ☐ General
☐ Individual  ☐ Attorney in Fact
☐ Trustee  ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY  TEXAS BONDING COMPANY  UNITED STATES SURETY COMPANY  U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the “Companies”), do by these presents make, constitute and appoint:

David S. Ballew of Austin, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing that the bond penalty does not exceed $***Ten Million*** Dollars ($**10,000,000.00**) .

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effectuated by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto be facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

Corporate Seals

Ameri

By:

Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature ____________________________ (Seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 16th day of August, 2018.

Kio Lo, Assistant Secretary

Corporate Seals

Bond No. 1001089604
Agency No. 17029
City of Jurupa Valley

8950 Limonite Ave. Jurupa Valley, CA 92509

REVIEW AND INSPECTION FEE INVOICE

Check if this is an Application for a New Permit

PERMIT/LOCATION:

Check if additional deposit to existing Application

Check All Below That Are Applicable (Uncheck Any That Are Not)

Plan Classification | Cost Per Unit | Quantity | Required Deposit | Permit Number
--- | --- | --- | --- | ---
Rough Grading Plan | $800.00 per sheet | | | |
Precise Grading Plan | $500.00 per sheet | | | |
Erosion Control Plan | $800.00 per sheet | | | |
Landscape Plans | $800.00 per sheet | | | |
Plan Revisions | $800.00 per sheet | | | |
Street Improvement Plan | $800.00 per sheet | | | |
Street Light Improvement Plan | $800.00 per sheet | | | |
Storm Drain Plan | $800.00 per sheet | | | |
Water/ Sewer Plans | $400.00 per sheet | | | |
Classification | Cost | Additional | Unit | Quantity | Required Deposit | Permit Number
--- | --- | --- | --- | --- | --- | ---
Drainage Report | $1,000.00 | | | | | |
WQMP | $2,000.00 | | | | | |
SWPPP | $1,000.00 | | | | | |
Survey Classification | Cost Per Unit | Quantity | Required Deposit | Permit Number
--- | --- | --- | --- | ---
Certificate of Correction | $500.00 each | | | |
Reversion to Acreage | $6,500.00 each | | | |
Amended Final Tract Map or Parcel Map | $2,000.00 each | | | |
General Vacation | $4,000.00 each | | | |
Survey Review | Cost | Additional | Unit | Quantity | Required Deposit | Permit Number
--- | --- | --- | --- | --- | --- | ---
Condominium Tract Map | $6,000.00 | | | | | |
Parcel Map - Additional Deposit | $5,000.00 | | | | | |
Street Name Approval After Prior | $350.00 | | | | | |
Tract Map | $3,000.00 | | | | | |
Street Name Change (Public Hearing Required) | $875.00 | | | | | |
Record of Survey | $500.00 | | | | | |
Recording Fee | $350.00 | | | | | |
Recording Fee - Mylars | $350.00 | | | | | |
Civil Inspection | Cost Per Unit | Minimum Deposit | Quantity | Required Deposit | Permit Number
--- | --- | --- | --- | --- | ---
Rough Grading | $142.00 per hour | | | | |
Residential Precise Grading | $142.00 per hour | | | | |
Precise Grading - Commercial/Industrial | $2.85 Cost estimate | | | | |
Erosion Control/WQMP/SWPPP | $142.00 per hour | Minimum 3 hours | | | |
Implements | 5.99% Cost estimate | | | | |
Classification | Cost | Additional | Unit | Quantity | Required Deposit | Permit Number
--- | --- | --- | --- | --- | --- | ---
Schedules A, B, C, D, E (Tracts & Commercial Parcel Maps) | $750.00 | | | | | |
Schedules F, G, H (Parcel Maps 4 parcels or less) | $800.00 | | | | | |
Schedules I (Parcel Maps of 20 acres or more) | $2,000.00 | | | | | |
Monument Re-Inspection | $50 of Original Fee | | | | | |
Miscellaneous

Bond Lump Sum Deposit | $2,500.00 | | | | | |
STAFF REPORT

DATE: FEBRUARY 21, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY S. THOMPSON, CITY MANAGER
BY: STEVE R. LORISO, CITY ENGINEER

SUBJECT: AGENDA ITEM NO. 13.J

APPROVAL OF AGREEMENT WITH THE CITY OF JURUPA VALLEY, SPACE CENTER MIRA LOMA, INC., AND THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR CONSTRUCTION OF DAY CREEK MDP LINE “N”, STAGE 4 STORM DRAIN

RECOMMENDATION

1) That the City Council approve the agreement with the Riverside County Flood Control and Water Conservation District (District) and Space Center Mira Loma, Inc. (Developer) and authorize the Mayor to sign the agreement.

BACKGROUND

As a condition of approval, the developer of Parcel Map 29394 must construct certain flood control facilities in order to provide flood protection and drainage for their project and surrounding development. The flood control facilities are identified in the District’s Day Creek Master Drainage Plan.

ANALYSIS

The Developer and the District are proposing an agreement for the construction of flood control facilities in order to provide the required flood protection for the development. The proposed construction includes large diameter pipes (District Facilities) which will be maintained by the District and which will outlet to existing District facilities. The Developer will own and maintain the catch basins and on-site storm drains that are 36” or less in diameter (Developer Facilities) on the private property. The City is party to this agreement as plan review and construction inspection will be conducted by City staff.
The District will calendar the agreement for consideration at the Board of Supervisor's regularly scheduled meeting upon City approval of this agreement. Prior to the start of construction, a surety will be posted with the City for the Developer Facilities and District Facilities for work described in the agreement.

**FISCAL IMPACT**

Plan review and inspection fees will be deposited with the City prior to construction of the facilities. There is no future cost of maintenance to the City for any of the facilities as all storm drain facilities and appurtenances will be maintained by the District or Developer.

**ALTERNATIVES**

1. Take no action.
2. Provide alternative direction to staff.

********************************************************SIGNATURES ON FOLLOWING PAGE********************************************************
Attachments:

1. Exhibit #1 Agreement
2. Exhibit #2 RGFCWCD Storm Drain Plans
COOPERATIVE AGREEMENT
Day Creek MDP – Inland Avenue Storm Drain, Stage 4
Project No. 1-0-00254
Master Application No. 14126
(Space Center Mira Loma, Inc.)

This Cooperative Agreement ("Agreement"), dated as of ____________, 2019, is entered into by the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Jurupa Valley, a municipal corporation ("CITY"), and Space Center Mira Loma, Inc., a Minnesota corporation ("DEVELOPER") (together, the "Parties"). The Parties hereto agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property, including Master Application No. 14126, located within the County of Riverside. DEVELOPER has submitted for approval Master Application No. 14126 located in the City of Jurupa Valley. As a condition of approval for Master Application No. 14126, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

B. The legal description of Master Application No. 14126 is provided on Exhibit "A", attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements, are identified in DISTRICT's Day Creek Master Drainage Plan ("MDP"), as shown in concept in blue on Exhibit "B", attached hereto and made a part hereof, and as shown on District Drawing No. 1-0734, and include the construction of:

(i) Approximately 1,500 lineal feet of 72-inch reinforced concrete pipe to replace the existing Day Creek MDP Line N, Stage 3 trapezoidal channel facility ("STAGE 4"). At its upstream terminus, STAGE 4 will connect to DISTRICT's existing Day Creek MDP - Inland
Avenue Storm Drain, Stage 3 facility. At its downstream terminus, STAGE 4 will drain to DISTRICT's Day Creek Channel;

(ii) A riprap energy dissipater ("RIPRAP"). RIPRAP will collect stormwater flows and outlet to DISTRICT's habitat basin;

(iii) All safety devices requested by DISTRICT, including but not limited to slope protection barriers, signage and fencing ("SAFETY DEVICES") at inlet and outlet locations. SAFETY DEVICES shall be purchased and installed by DEVELOPER, and subject to DISTRICT's inspection and approval. STAGE 4, RIPRAP and SAFETY DEVICES are hereinafter called ("DISTRICT FACILITIES"); and

D. Associated with the construction of DISTRICT FACILITIES are the construction of certain catch basins, connector pipe, inlets and a storm drain lateral that is thirty-six inches (36") or less in diameter, a water quality basin and an 18-inch low flow pipe located within DEVELOPER held rights of way or easements ("DEVELOPER FACILITIES"). DEVELOPER FACILITIES are to be initially owned and maintained by DEVELOPER, and subsequently owned and maintained by the Property Owners' for Master Application No. 14126; and

E. Altogether, DISTRICT FACILITIES and DEVELOPER FACILITIES are hereinafter called "PROJECT"; and

F. DEVELOPER and CITY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES. Therefore, DISTRICT must review and approve DEVELOPER's plans and specifications for PROJECT and subsequently inspect the construction of DISTRICT FACILITIES; and
G. DEVELOPER and DISTRICT desire CITY to subsequently inspect the construction of PROJECT, therefore, CITY must review and approve DEVELOPER's plans and specifications for PROJECT; and

H. DISTRICT is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of DISTRICT FACILITIES, and (iii) accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, provided DEVELOPER (a) complies with this Agreement, (b) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications, and (c) obtains and conveys to DISTRICT the necessary rights of way for the inspection, operation and maintenance of DISTRICT FACILITIES as set forth herein, and (d) 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 FACILITIES; and

I. CITY is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold faithful performance and payment bonds submitted by DEVELOPER for DISTRICT FACILITIES, and (iv) conveys to DISTRICT all rights of way necessary for the inspection, operation and maintenance of DISTRICT FACILITIES as set forth herein, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY; and

J. In conjunction with PROJECT, DISTRICT acquired certain rights of way, hereinafter called "DISTRICT EASEMENTS", referenced as Parcel 1254-505 and as recorded in the Official Records of Riverside County on document No. 2002-243050. DISTRICT is willing, upon recordation of the final map for Master Application No. 14126, to vacate a portion of the
existing DISTRICT EASEMENTS located south of Iberia Street, as shown in concept cross-hatched in green on Exhibit "C", attached hereto and made a part hereof.

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

SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", including separate plans and specifications for DISTRICT FACILITIES, 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 (30) 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 the review of IMPROVEMENT PLANS, review and approval of rights of way and conveyance documents, and with the processing and administration of this Agreement. Additionally, DEVELOPER shall pay CITY, within thirty (30) days after receipt of periodic billings from CITY, any and all such amounts as are deemed reasonably necessary by CITY to cover CITY's costs associated with i) the review of IMPROVEMENT PLANS, ii) the review and approval of right of way and conveyance documents, and iii) the processing and administration of this Agreement.

3. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT construction as set forth in Section I.8. herein, the estimated cost of providing construction inspection for DISTRICT FACILITIES, in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the bonded value of DISTRICT FACILITIES.
4. Secure, at its sole cost and expense, all necessary licenses, agreements, permits and rights of entry as may be needed for the construction, inspection, operation and maintenance of DISTRICT FACILITIES. DEVELOPER shall furnish DISTRICT and CITY, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8. or not less than twenty (20) days prior to recordation of the final map for Master Application No. 14126 or any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry as determined and approved by DISTRICT and CITY, as appropriate.

5. Prior to commencing PROJECT construction, furnish DISTRICT 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 Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

6. Grant DISTRICT and CITY, by execution of this Agreement, the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to and performing inspection service for the construction of PROJECT as set forth herein.

7. Provide CITY, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., or not less than twenty (20) days prior to recordation of the final map for Master Application No. 14126 or any phase thereof, whichever occurs first, with faithful performance and payment bonds, each in the amount of one hundred percent (100%) of the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT. The surety, amount and form of the bonds shall be subject to the approval of
DISTRICT and CITY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and CITY as complete; at which time the bond amount may be reduced to five percent (5%) for a period of one year to guarantee against any defective work, labor or materials.

8. Notify DISTRICT in writing (Attention: Contract Services Section) at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not begin on any element of PROJECT for any reason whatsoever until DISTRICT has issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT.

9. Obtain and provide DISTRICT (Attention: Right of Way Acquisition Section), at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., or not less than twenty (20) days prior to the recordation of the final map for Master Application No. 14126 or any phase thereof, whichever occurs first, with duly executed Irrevocable Offer(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the offer(s).

10. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.9., with Preliminary Reports on Title dated not more than thirty (30) days prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.

11. Furnish DISTRICT and CITY, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., 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.

12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., 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 progress, DEVELOPER shall update said construction schedule as requested by DISTRICT.

13. Furnish DISTRICT and CITY each with a set of final mylar plans for PROJECT and assign their ownership to DISTRICT and CITY, respectively, prior to the start on any portion of PROJECT construction.

14. 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.

15. Comply with all Cal/OSHA safety regulations, including regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and CITY employees on the site.

16. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., 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.
17. DEVELOPER shall not commence operations until DISTRICT has 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 as required in this Section.

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 coverages during the term of this Agreement:

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, the County of Riverside and CITY.

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 DISTRICT, the County of Riverside and CITY, their agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or
representatives as additional insureds. 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 DISTRICT, the County of Riverside and CITY, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds.

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 $2,000,000 per occurrence and $4,000,000 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, which shall be reasonably acceptable to DISTRICT and CITY.

E. Pollution Liability:

DEVELOPER or its construction contractor(s) shall maintain Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate. If DEVELOPER or its construction contractor(s) maintains broader coverage and/or higher limits than the minimums shown above, DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by DEVELOPER or its construction contractor(s). Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

F. General Insurance Provisions – All Lines:

i. 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 County Risk Manager. If the County Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

ii. 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 County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT and at the election of the County 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 related investigations, claims administration and defense costs and expenses.

iii. DEVELOPER shall cause their 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 County 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 DISTRICT prior to any material modification,
cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies do 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. 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.

iv. 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.

v. 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, 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 County Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.

vi. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

vii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

viii. DEVELOPER agrees to notify DISTRICT 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.

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 accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

18. 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 with written notice (Attention: Construction Management Section) and CITY that PROJECT construction is substantially complete and request that DISTRICT conduct a final inspection of DISTRICT FACILITIES and CITY conduct a final inspection of PROJECT.
20. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, and the Property Owner(s) accepts ownership and responsibility for the operation and maintenance of DEVELOPER FACILITIES.

21. Upon completion of PROJECT construction, and upon acceptance by CITY of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey, or cause to be conveyed to DISTRICT the flood control easement(s), including ingress and egress, for the rights of way, as shown in concept cross-hatched in red on Exhibit "D", attached hereto and made a part hereof.

22. At the time of recordation of the conveyance document(s) as set forth in Section I.21., furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the estimated value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except those which, in the sole discretion of DISTRICT, are acceptable.

23. Upon completion of PROJECT construction but prior to DISTRICT's acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT with redlined "record drawings" of DISTRICT FACILITIES plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes
onto DISTRICT's original mylars at DISTRICT'S office, after which the engineer shall review, stamp and sign DISTRICT FACILITIES plans "record drawings".

24. 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.

25. 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.

SECTION II

DISTRICT shall:

1. Review and approve IMPROVEMENT PLANS 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. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.9.

5. Inspect DISTRICT FACILITIES construction.
6. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents and the processing and administration of this Agreement.

7. Keep an accurate accounting of all DISTRICT construction inspection costs and, within forty-five (45) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section 1.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete. If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit with DISTRICT, DEVELOPER shall pay such additional amount(s) as deemed reasonably necessary by DISTRICT to complete inspection of DISTRICT FACILITIES within thirty (30) days after receipt of billing from DISTRICT.

8. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section 1.19., (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 1.23., (iv) recordation of all conveyance documents described in Section I.21., (v) CITY acceptance of all necessary street rights of way as deemed necessary by DISTRICT and CITY for the operation and maintenance of DISTRICT FACILITIES, and (vi) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactory condition.

9. Vacate a portion of the existing DISTRICT EASEMENTS as set forth in Recital 'K', as shown on Exhibit "C".

10. Provide CITY with a reproducible duplicate copy of "record drawings" PROJECT plans upon DISTRICT acceptance of DISTRICT FACILITIES as being complete.
SECTION III

CITY shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.

2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER as set forth in Section 1.7., and hold said bonds as provided herein.

3. Inspect PROJECT construction.

4. Consent, by execution of this Cooperative Agreement, to the recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Cooperative Agreement.

5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein, and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT FACILITIES, and, convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT FACILITIES.

6. Upon DISTRICT acceptance of PROJECT construction as being complete, and if applicable, 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 FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION IV

It is further mutually agreed:
1. All work involved with PROJECT shall be inspected by DISTRICT and CITY, and shall not be deemed complete until DISTRICT and CITY mutually agree in writing that construction is completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

2. CITY and DEVELOPER personnel may observe and inspect all work being done on PROJECT, 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.

3. DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, PROJECT and 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 FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

4. DEVELOPER shall commence construction of PROJECT within twelve (12) consecutive months after execution of this Agreement and shall complete construction within one hundred twenty (120) consecutive calendar days after commencing work on PROJECT. It is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and require DEVELOPER's surety to surrender the letters of credit or cash to DISTRICT.

5. If DEVELOPER fails to commence construction of PROJECT within nine (9) months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed 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.8. 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 FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT.

6. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) days of receipt of DEVELOPER's complete written notice as set forth in Section I.8.; however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

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 FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.3. exceeds ten thousand dollars ($10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) 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 (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays unless otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written
request for permission from DISTRICT to work the additional hours. The request shall be submitted to DISTRICT at least seventy-two (72) 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, at its sole discretion, and shall be final. If permission is granted by DISTRICT, 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 Ordinance Nos. 671 and 749, including any amendments thereto, of the County of Riverside.

8. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, County of Riverside and CITY (including their agencies, districts, special districts and departments, their respective directors, officer, 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 by DEVELOPER of DISTRICT, its officers, agents and employees 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 DISTRICT FACILITIES, after the acceptance of ownership, operation and maintenance of DISTRICT FACILITIES by DISTRICT.

9. DEVELOPER shall indemnify and hold harmless DISTRICT, County of Riverside and CITY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
agents and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DEVELOPER's (including its officers, employees, subcontractors and agents) actual or alleged acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including but not limited to (a) property damage, (b) bodily injury or death, (c) liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance or regulation caused by the diversion of waters from the natural drainage patterns or the discharge of drainage within or from PROJECT, or (d) any other element of any kind or nature whatsoever.

DEVELOPER shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), DISTRICT, County of Riverside and CITY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) in any claim, proceeding or action for which indemnification is required.

With respect to any of DEVELOPER's indemnification requirements, DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall have the limited right to adjust, settle, or compromise any such claim, proceeding or action without the prior consent of DISTRICT, County of Riverside and CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER's indemnification obligations to DISTRICT, County of Riverside or CITY.

Developer shall have the right to adjust, settle or compromise any claim for personal injuries or property damages where the plaintiff only receives monetary damages and there is no statement or recognition of DISTRICT, County of Riverside or CITY liability for said
damages. DISTRICT, County of Riverside or CITY, as respects the claims against them, shall be entitled to consent to any adjustment, settlement or compromise of any claim relating to liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance or regulation caused by the diversion of waters from natural drainage patterns or the discharge of drainage within or from PROJECT or any adjustment, settlement or compromise involving obligations by DISTRICT, County of Riverside or CITY for future maintenance, reconstruction or actions by DISTRICT or CITY.

DEVELOPER's indemnification obligations shall be satisfied when DEVELOPER has provided to DISTRICT and CITY the appropriate form of dismissal relieving DISTRICT, County of Riverside or CITY from any liability for the claim, proceeding or action involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER's obligations to indemnify and hold harmless DISTRICT, County of Riverside and CITY from third party claims.

In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve DEVELOPER from indemnifying DISTRICT, County of Riverside or CITY to the fullest extent allowed by law.

10. Any waiver by DISTRICT or by CITY 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 DISTRICT or CITY to 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 DISTRICT or CITY from enforcement hereof.
11. This Agreement is to be construed in accordance with the laws of the State of California.

12. 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:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Attn: Contract Services Section

CITY OF JURUPA VALLEY  
8930 Limonite Avenue  
Jurupa Valley, CA 92509  
Attn: Steve Loriso, P.E.  
City Engineer

SPACE CENTER MIRA LOMA, INC.  
3401 Etiwanda Avenue  
Jurupa Valley, CA 91752  
Attn: Graham Tingler

13. 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.

14. 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 import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

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

16. DEVELOPER shall not assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the written consent of the other parties hereto being first obtained. In the event of any such transfer or assignment, DEVELOPER
expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Agreement.

17. 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.

18. 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.

19. 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.

//
//
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

__________________________________________
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By  __________________________
    JASON E. UHLEY
    General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By  __________________________
    KAREN SPIEGEL, Chairwoman
    Riverside County Flood Control and Water
    Conservation District Board of Supervisors

APPROVED AS TO FORM:

By  __________________________
    GREGORY P. PRIAMOS
    County Counsel

ATTEST:

By  __________________________
    KECIA HARPER
    Clerk of the Board

By  __________________________
    ___________________________________
    Deputy

(SEAL)

Cooperative Agreement:
Day Creek MDP – Inland Avenue Storm Drain, Stage 4
Project No. 1-0-00254
Master Application No. 14126
AMR:blm
02/04/19
RECOMMENDED FOR APPROVAL:

By

STEVE LORISO
Public Works Director/City Engineer

CITY OF JURUPA VALLEY

By

BRIAN BERKSON
Mayor

APPROVED AS TO FORM:

By

PETER M. THORSON
City Attorney

ATTEST:

By

VICTORIA WASKO
City Clerk

(SEAL)

Cooperative Agreement:
Day Creek MDP – Inland Avenue Storm Drain, Stage 4
Project No. 1-0-00254
Master Application No. 14126
AMR:blm
02/04/19
SPACE CENTER MIRA LOMA, INC.
a Minnesota corporation

By
GRAHAM TINGLER
Vice President

(ATTACH NOTARY WITH CAPACITY STATEMENT)

Cooperative Agreement:
Day Creek MDP – Inland Avenue Storm Drain, Stage 4
Project No. 1-0-00254
Master Application No. 14126
AMR:blm
02/04/19
Exhibit A

LEGAL DESCRIPTION

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

PARCELS 1 THROUGH 3 OF PARCEL MAP 29394 AS SHOWN BY MAP ON FILE IN BOOK 196 PAGE(S) 56 THROUGH 60 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN:
156-140-042-9 (Affects Parcel 1)
156-140-043-0 (Affects Parcel 2)
156-140-044-1 (Affects Parcel 3)
Exhibit B

ETIWANDA AVE

BLUE

IBERIA STREET

DAY CREEK CHANNEL

COOPERATIVE AGREEMENT
Day Creek MDP – Inland Avenue Storm Drain, Stage 4
Project No. 1-0-00254
Master Application No. 14126
(Space Center Inc.)
Page 1 of 1
Exhibit C

COOPERATIVE AGREEMENT
Day Creek MDP – Inland Avenue Storm Drain, Stage 4
Project No. 1-0-00254
Master Application No. 14126
(Space Center Inc.)
Page 1 of 1
STAFF REPORT

DATE: FEBRUARY 21, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY S. THOMPSON, CITY MANAGER
BY: THOMAS G. MERRELL, AICP, PLANNING DIRECTOR

SUBJECT: AGENDA ITEM NO. 16.A

INITIATION OF A GENERAL PLAN AMENDMENT TO ADOPT THE CITY OF JURUPA VALLEY LOCAL HAZARD MITIGATION PLAN INTO THE GENERAL PLAN SAFETY ELEMENT IN ACCORDANCE WITH THE FEDERAL DISASTER MITIGATION AND COST REDUCTION ACT OF 2000 IN AN EFFORT TO MAXIMIZE FUNDING ELIGIBILITY THROUGH FEMA AND THE CALIFORNIA DISASTER ASSISTANCE ACT

RECOMMENDATION

By motion, that the City Council authorize the General Plan Amendment to proceed and refer the item to the Planning Commission for review and recommendation.

BACKGROUND

On December 20, 2018, the City of Jurupa Valley adopted the Local Hazard Mitigation Plan (LHMP) Annex from the Riverside County Operational Area Multi-Jurisdictional Local Hazard Mitigation Plan as required by the Federal Disaster Mitigation and Cost Reduction Act of 2000. The LHMP was developed to help create a safer community for residents, businesses, and visitors. The LHMP assists public safety officials and city staff, elected officials, and members of the public to understand the threats from natural and human-caused hazards in the community. The plan also recommends specific actions to proactively decrease these threats before disasters occur.

The plan has been prepared pursuant to the requirements of the Disaster Mitigation Act of 2000 to achieve eligibility and potentially secure mitigation funding through Federal Emergency Management Agency (FEMA), Flood Mitigation Assistance, Pre-Disaster Mitigation, and Hazard Mitigation Grant Programs.

The California Disaster Assistance Act limits the state share for any eligible project to no more than 75% of total eligible costs, except that the state share shall be up to 100% of
the total state eligible costs subject to certain requirements. One of those requirements is adopting the LHMP as part of the Safety Element of the General Plan.

**INITIATION**

Section 9.30.040 B of the Municipal Code provides that the City Council may adopt an order to initiate GPA proceedings at any time and that such an order shall not require a public hearing and shall not imply that any such amendment will be approved.

Initiation of a General Plan Amendment does not entail an evaluation of the merits of the proposed regulations, but only whether or not to proceed with a formal evaluation process and public hearings. The Council may express their opinions as to whether the City should proceed with the formal evaluation process, but should reserve their opinions regarding the merits or the ultimate action on the proposed amendment until the evaluation process and public hearings have been completed. Every GPA requires environmental documentation, staff analysis and public hearings by the Planning Commission and City Council before it can be adopted. The only issue before the Council at this time is whether or not to initiate the GPA of the Safety Element in order to position the City to potentially receive maximum funding eligibility through state and federal programs. Once the formal evaluation process and public hearings are completed, the City Council will have the opportunity to approve or disapprove or make changes to the proposed amendment.

**DISCUSSION**

The California Disaster Assistance Act limits the state share for any eligible project from exceeding 75% of total state eligible costs unless the local agency is located within a city, county, or city and county that has adopted a local hazard mitigation plan in accordance with the federal Disaster Mitigation Act of 2000 as part of the safety element of its General Plan in which case the Legislature may provide for a state share of local costs that exceeds 75% of the total state eligible costs. By adopting the LHMP as part of the safety element, the City will position itself to potentially receive maximum funding eligibility through state and federal hazard mitigation grant programs.

Staff recommends that the GPA be initiated and applicable only to the incorporation of the LHMP into the Safety Element in order to allow the Planning Commission and the City Council to consider the potential benefits of the project.

Should the Council decline or take no action to initiate a GPA, the LHMP will serve as a standalone document and limit maximum disaster relief funding for any eligible project to no more than 75% of total eligible costs.

**FINANCIAL IMPACT**

The cost to process the amendment is estimated at approximately $2,500 and is covered by the Planning Department budget.
ALTERNATIVES

1. Initiate a General Plan Amendment as previously described in this staff report.
2. Decline to initiate the GPA request at this time.
3. Defer action and request additional information on the GPA initiation request.

Prepared by:

Thomas G. Merrell, AICP
Planning Director

Submitted by:

Gary Thompson
City Manager

Reviewed by:

Alan Kreimeier
Administrative Services Director

Reviewed by:

Peter M. Thorson
City Attorney

Reviewed by:

Terri Rollings
Assistant to the City Manager/PIO

Attachments:

1. Jurupa Valley Local Hazard Mitigation Plan
CONTACT INFORMATION

City of Jurupa Valley

Name: Terri Rollings
Title: Emergency Services Manager/PIO
Address: 8930 Limonite Ave.
City, State, Zip: Jurupa Valley, CA 92509

Direct Contact: (951) 332-6464 ext, 249
Fax: (951) 332-6995
Email: trollings@jurupavalley.org
PLAN ADOPTION/RESOLUTION

The City of Jurupa Valley will submit plans to Riverside County Emergency Management Department (EMD) who will forward to California Governor’s Office of Emergency Services (Cal OES) for review prior to being submitted to the Federal Emergency Management Agency (FEMA). In addition, we will wait to receive an “Approval Pending Adoption” letter from FEMA before taking the plan to our local governing bodies for adoption. Upon approval, the City of Jurupa Valley will insert the signed resolution.
EXECUTIVE SUMMARY

The purpose of this local hazard mitigation plan is to identify the City’s hazards, review and assess past disaster occurrences, estimate the probability of future occurrences and set goals to mitigate potential risks to reduce or eliminate long-term risk to people and property from natural and man-made hazards.

The plan was prepared pursuant to the requirements of the Disaster Mitigation Act of 2000 to achieve eligibility and potentially secure mitigation funding through Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance, Pre-Disaster Mitigation, and Hazard Mitigation Grant Programs.

City’s continual efforts to maintain a disaster-mitigation strategy is on-going. Our goal is to develop and maintain an all-inclusive plan to include all jurisdictions, special districts, businesses and community organizations to promote consistency, continuity and unification.

The City’s planning process followed a methodology presented by FEMA and Cal OES which included conducting meetings with the Operational Area Planning Committee (OAPC) coordinated by Riverside County Emergency Management Department (EMD) comprised of participating Federal, State and local jurisdictions agencies, special districts, school districts, non-profit communities, universities, businesses, tribes and general public.

The plan identifies vulnerabilities, provides recommendations for prioritized mitigation actions, evaluates resources and identifies mitigation shortcomings, provides future mitigation planning and maintenance of existing plan.

The plan will be implemented upon FEMA approval.
# TABLE OF CONTENTS

CONTACT INFORMATION .................................................................................................................. 1
PLAN ADOPTION/RESOLUTION ........................................................................................................ 2
EXECUTIVE SUMMARY .................................................................................................................. 3
TABLE OF CONTENTS ...................................................................................................................... 4
SECTION 1.0 - COMMUNITY PROFILE .............................................................................................. 5
  1.1 CITY MAP .................................................................................................................................. 5
  1.2 GEOGRAPHY AND CLIMATE DESCRIPTION .............................................................................. 5
  1.3 BRIEF HISTORY .......................................................................................................................... 6
  1.4 ECONOMY DESCRIPTION .......................................................................................................... 6
  1.5 POPULATION AND HOUSING .................................................................................................... 9
  1.6 DEVELOPMENT TRENDS AND LAND USE .............................................................................. 10
SECTION 2.0 - PLANNING PROCESS .................................................................................................. 11
  2.1 LOCAL PLANNING PROCESS ..................................................................................................... 11
  2.2 PARTICIPATION IN REGIONAL (OA) PLANNING PROCESS ....................................................... 11
  2.3 DATES AVAILABLE FOR PUBLIC COMMENT ........................................................................... 11
  2.4 PLANS ADOPTED BY RESOLUTION ......................................................................................... 12
SECTION 3.0 – MITIGATION ACTIONS/UPDATES ............................................................................... 12
  3.1 UPDATES FROM 2012 PLAN ................................................................................................... 12
  3.2 LIST OF COUNTY AND CITY HAZARDS ............................................................................... 12
  3.3 BRIEF STATEMENT OF UNIQUE HAZARDS ............................................................................ 13
  3.4 MITIGATION PROJECT UPDATES ............................................................................................ 16
SECTION 4.0 - HAZARD IDENTIFICATION AND RISK ASSESSMENT .................................................. 16
  4.1 CRITICAL FACILITIES AND INFRASTRUCTURES .................................................................... 16
  4.2 ESTIMATING POTENTIAL LOSS ............................................................................................... 17
  4.3 TABLE REPLACEMENT VALUES .............................................................................................. 17
  4.4 IDENTIFICATION OF RISKS AND VULNERABILITIES ............................................................ 20
SECTION 5.0 – COMMUNITY RATING SYSTEM .................................................................................... 22
  5.1 REPETITIVE LOSS PROPERTIES ............................................................................................. 22
  5.2 NATIONAL FLOOD INSURANCE PROPERTIES ...................................................................... 22
SECTION 6.0 - CAPABILITIES ASSESSMENT ....................................................................................... 23
  6.1 REGULATORY MITIGATION CAPABILITIES ............................................................................. 23
  6.2 ADMINISTRATIVE/TECHNICAL MITIGATION CAPABILITIES .................................................. 24
  6.3 FISCAL MITIGATION CAPABILITIES ......................................................................................... 25
  6.5 FUNDING OPPORTUNITIES ...................................................................................................... 25
SECTION 7.0 - MITIGATION STRATEGIES .......................................................................................... 26
  7.1 GOALS AND OBJECTIVES ....................................................................................................... 26
  7.2 MITIGATION ACTIONS .............................................................................................................. 26
  7.3 ON-GOING MITIGATION STRATEGY PROGRAMS ....................................................................... 28
  7.4 FUTURE MITIGATION STRATEGIES ......................................................................................... 29
SECTION 8.0 - PLAN IMPLEMENTATION AND MAINTENANCE PROCESS ........................................... 30
SECTION 9.0 - INCORPORATION INTO EXISTING PLANNING MECHANISMS ...................................... 30
SECTION 10.0 - CONTINUED PUBLIC INVOLVEMENT ...................................................................... 31
APPENDIX A – PUBLIC NOTICES AND MAPS ................................................................................ 32

LOCAL HAZARD MITIGATION PLAN
MAY 2017
SECTION 1.0 - COMMUNITY PROFILE

1.1 CITY MAP

![City Map of Jurupa Valley](image)

1.2 GEOGRAPHY AND CLIMATE DESCRIPTION

The City of Jurupa Valley covers a 44 square mile area and is approximately 5 miles west of the County seat, the City of Riverside. Jurupa Valley is approximately 60 miles east of the City of Los Angeles and approximately 90 miles north of San Diego. The City borders San Bernardino County to the north, Riverside and Norco to the east and south and the City of Eastvale to the West. Portions of the Santa Ana River traverse the southern portion of the city. Two primary transportation corridors traverse the City, Interstate 15 which runs north and south, and State Highway 60, which runs east and west.

The City of Jurupa Valley has a moderate climate with annual rainfall at approximately 2 – 3.5 inches per year. Vegetation is green and bountiful in the winter but can become dry and dense during the summer months. Summers are warm and can reach temperatures above 109 degrees during the peak of the day and remain in the high 80’s during the evenings. Winter weather is mild averaging 65 – 76 degrees during the day and dropping down into the mid 30’s or 40’s in the evenings. Throughout most of the year, you can usually count on warm sunny days, with occasional mild to gusty winds throughout the late summer, fall, and early winter seasons.
1.3 BRIEF HISTORY

The City of Jurupa Valley was incorporated on July 1, 2011 by a group of passionate community volunteers. It is proud to be the 482nd City in California and the 28th City in Riverside County. The City of Jurupa Valley has a long history stretching back to the earliest days of California. Originally part of the vast Mexican land grant known as “Rancho Jurupa”, the area evolved from the days of the caballeros to a place today with a population of over 101,000 people. Its history includes ranching, farming, dairy, mining, and urban growth while maintaining a rural atmosphere. Most of the agricultural areas have been subdivided and formed into many smaller communities such as Glen Avon, Pedley, Mira Loma, BellTown, Rubidoux, Sunnyslope, West Riverside, Granite Hill, Sky Country, and Indian Hills, to name a few.

The City of Jurupa Valley today reflects an equestrian lifestyle that is a mix of high and low density residential development, rural farming and other agricultural activities, and a mix of commercial retail and industrial activity. Many areas have large lots that allow the keeping of horses and other farm animals. Residents here enjoy the close proximity of the Santa Ana River bottom for trail riding and hiking as well as the numerous trails, golf courses, parks, and open areas located throughout the city.

The City of Jurupa Valley has significant capacity for expansion of both residential and commercial development activity. It has been in recent years that residential development and economic activity has increased in particular in the areas adjacent to the I-15 and Hwy 60. The City is a general-law form of government with Council-Manager administration and the City Manager appointed by the five council-members elected at-large.

1.4 ECONOMY DESCRIPTION

Although primarily a bedroom community which limits the sales and property tax base, the City of Jurupa Valley has a diverse business and job base that includes the non-manufacturing sector of agriculture, retail, trucking/warehouse distribution centers, and other support services. The largest employers in the area are the local school district, community service agencies, retail and grocery stores, and smaller manufacturing companies. The area’s labor force includes professional, skilled, and semi-skilled workers.

Expanding commercial and residential opportunities in Jurupa Valley will be a major City focus over the next several years. The majority of residents currently travel to other areas to shop, decreasing the taxable income of the city. As a brand new city, Jurupa Valley will be able to offer excellent retail sites, fast track development processing, and future housing growth opportunities. With a continually growing population base, this makes the City very attractive to retailers and other commercial users.
## JURUPA VALLEY

### ECONOMIC AND LABOR FORCE CHARACTERISTICS

<table>
<thead>
<tr>
<th>Year</th>
<th>Labor Force</th>
<th>Employed</th>
<th>Unemployed</th>
<th>Unemployment Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2008</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2009</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2010</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2012</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2013*</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Preliminary August 2013

<table>
<thead>
<tr>
<th>Year</th>
<th>Employment/Jobs Projection</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>34,397</td>
</tr>
<tr>
<td>2035</td>
<td>53,466</td>
</tr>
</tbody>
</table>

* Jobs within city boundary

### Median Household Income

<table>
<thead>
<tr>
<th>Year</th>
<th>Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000</td>
<td>$31,200 (+)</td>
</tr>
<tr>
<td>2011</td>
<td>$38,560 (+)</td>
</tr>
</tbody>
</table>

### Taxable Sales in 1,000s of Dollars

<table>
<thead>
<tr>
<th>Year</th>
<th>Total</th>
<th>% of County</th>
</tr>
</thead>
<tbody>
<tr>
<td>2003</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2004</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2005</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2006</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2007</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2008</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2009</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2010</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>2011</td>
<td>$184,926</td>
<td>0.7%</td>
</tr>
</tbody>
</table>

### 2011 Employment/Jobs by Industry Sector

- Agriculture, Forestry, Fishing, and Hunting: 99
- Mining, Quarrying, and Oil and Gas Extraction: 9
- Utilities: 55
- Construction: 2,302
- Manufacturing: 2,575
- Wholesale Trade: 1,616
- Retail Trade: 2,596
- Transportation and Warehousing: 5,098
- Information: 264
- Finance and Insurance: 173
- Real Estate and Rental and Leasing: 229
- Professional, Scientific, and Technical Services: 515
- Management of Companies and Enterprises: 269
- Administration & Support, Waste Mgmt and Remediation: 840
- Educational Services: 2,341
- Health Care and Social Assistance: 1,117
- Arts, Entertainment, and Recreation: 316
- Accommodation and Food Services: 1,261
- Other Services (excluding Public Administration): 1,409
- Public Administration: 216
- Total All Jobs: 23,300

### Sources:

- (*) CA Employment Development Department (City residents working anywhere. Data are not seasonally adjusted)
- U.S. Census Bureau Local Employment Dynamics
- Riverside County Projections (RCP10)
- Decennial Census, US Census Bureau (in 1999 inflation-adjusted dollars).
- State Board of Equalization

Note: Totals might not add up due to rounding.

Comparing data between years may be problematic because of incorporations & annexations.

Projections are based on April 1, 2010 boundary, therefore, current or future employment in the annexed area may not be reflected in these projections.
Total Jobs

Total Jobs: 2007 - 2015

- Total jobs include wage and salary jobs and jobs held by business owners and self-employed persons. The total job count does not include unpaid volunteers or family workers, and private household workers.

- In 2015, total jobs in the City of Jurupa Valley numbered 27,131, an increase of 21.5 percent from 2007.

Sources: California Employment Development Department, 2007 - 2015; InfoGroup; and SCAG
1.5 POPULATION AND HOUSING

According to the most current State Department of Finance Report released in May 2017, the City of Jurupa Valley has a current population base of 101,315.

Figure 1.5A City of Jurupa Valley Population Characteristics
1.6 DEVELOPMENT TRENDS AND LAND USE

With a population of approximately 101,315 the Jurupa Valley has tremendous potential for commercial development to serve the local communities as well as freeway related commercial development.

The Riverside County Economic Development Strategic Plan identified that the area suffers from significant retail leakage to outside communities. A large amount of prime vacant land is available for such commercial development locations in Mira Loma, Glen Avon and Pedley.

Some of these potential development locations are near Pedley Road at the 60 Freeway, Limonite at Interstate 15, Limonite Avenue at Van Buren Boulevard, Mission Boulevard at Pedley Road and Limonite Avenue at Clay Street. In addition, the Mission Boulevard Revitalization Program in Rubidoux will stimulate the rebuilding of the central business core.
Through redevelopment, a project area will receive focused attention and financial investment to reverse deteriorating trends and structures, create jobs, revitalize the business climate, rehabilitate and add to the affordable housing stock, and gain active participation and investment by citizens which may not otherwise occur in areas where the private sector are less inclined to invest without governmental assistance.

SECTION 2.0 - PLANNING PROCESS

2.1 LOCAL PLANNING PROCESS

Representatives from multiple City departments met on a regular basis to identify and prioritize hazards and appropriate mitigation strategies. All Stakeholders were invited to participate through phone calls, emails, and meetings.

City Departments represented at these meetings included:

- City Manager
- Emergency Services Manager/PIO
- Jurupa Valley Sheriff’s Department Deputy and Lieutenant
- Riverside County Fire Department, Battalion Chief
- City Engineer/Public Works Director
- Chief Building Office

2.2 PARTICIPATION IN REGIONAL (OA) PLANNING PROCESS

The City of Jurupa Valley is California’s newest incorporated city as of July 1, 2011. We did not come into the LHMP planning process until the end of October of 2011. The hiring of consultants to staff the numerous city positions did not occur right away however, staff and council realized the importance of participation within the LHMP, and the identification and development of the city’s LHMP plan became a priority.

Planning:

- May 11, 2017 - One on one meeting with EMD LHMP Team
- OAPC – Meets quarterly
- Riverside County Emergency Management Department LHMP Workshop – June 6th 2016, EMD Riverwalk building, Riverside CA. 9 a.m. to 10 a.m.

2.3 DATES AVAILABLE FOR PUBLIC COMMENT

This document will be published on the City’s social media account and website at [www.jurupavalley.org](http://www.jurupavalley.org). The document will also be available at City Hall with a comment box nearby. Further, the City of Jurupa Valley intends to allow an organized forum for public comment when such activities can be scheduled during the 2017 calendar year.
2.4 PLANS ADOPTED BY RESOLUTION

Upon approval by FEMA, the LHMP will be presented to the Jurupa Valley City Council in a public meeting for adoption via an official Resolution.

SECTION 3.0 – MITIGATION ACTIONS/UPDATES

3.1 UPDATES FROM 2012 PLAN

There are no significant changes in priorities. All items listed in the mitigation strategies have been addressed and are complete or updated.

3.2 LIST OF COUNTY AND CITY HAZARDS

<table>
<thead>
<tr>
<th>Riverside County Hazards</th>
<th>Final Ranking</th>
<th>Jurupa Valley Hazards</th>
<th>Final Ranking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earthquake</td>
<td>1</td>
<td>Earthquake</td>
<td>1</td>
</tr>
<tr>
<td>Pandemic Flu</td>
<td>2</td>
<td>Pandemic Flu</td>
<td>2</td>
</tr>
<tr>
<td>Wildland Fire</td>
<td>3</td>
<td>Wildland Fire</td>
<td>3</td>
</tr>
<tr>
<td>Electrical Failure</td>
<td>4</td>
<td>Electrical Failure</td>
<td>4</td>
</tr>
<tr>
<td>Emergent Disease/Contamination</td>
<td>5</td>
<td>Emergent Disease/Contamination</td>
<td>5</td>
</tr>
<tr>
<td>Cyber Attack</td>
<td>6</td>
<td>Flood</td>
<td>6</td>
</tr>
<tr>
<td>Terrorist Event</td>
<td>7</td>
<td>Terrorist Event</td>
<td>7</td>
</tr>
<tr>
<td>Communications Failure</td>
<td>8</td>
<td>Communications Failure</td>
<td>8</td>
</tr>
<tr>
<td>Flood</td>
<td>9</td>
<td>Civil Disorder</td>
<td>9</td>
</tr>
<tr>
<td>Civil Disorder</td>
<td>10</td>
<td>Drought</td>
<td>10</td>
</tr>
<tr>
<td>Drought</td>
<td>11</td>
<td>Nuclear/Radiological Incident</td>
<td>11</td>
</tr>
<tr>
<td>Nuclear/Radiological Incident</td>
<td>12</td>
<td>Extreme Weather</td>
<td>12</td>
</tr>
<tr>
<td>Extreme Weather</td>
<td>13</td>
<td>Transportation Failure</td>
<td>13</td>
</tr>
<tr>
<td>Transportation Failure</td>
<td>14</td>
<td>Water Supply Disruption/Contamination</td>
<td>14</td>
</tr>
<tr>
<td>Dam Failure</td>
<td>15</td>
<td>Landslide</td>
<td>15</td>
</tr>
<tr>
<td>Aqueduct</td>
<td>16</td>
<td>Insect Infestation</td>
<td>16</td>
</tr>
<tr>
<td>Tornado</td>
<td>17</td>
<td>HazMat Incident</td>
<td>17</td>
</tr>
<tr>
<td>Insect Infestation</td>
<td>18</td>
<td>Pipeline Disruption</td>
<td>18</td>
</tr>
<tr>
<td>Jail/Prison Event</td>
<td>19</td>
<td>Dam Failure</td>
<td>19</td>
</tr>
<tr>
<td>Pipeline Disruption</td>
<td>20</td>
<td>Acqueduct</td>
<td>20</td>
</tr>
<tr>
<td>Landslide</td>
<td>21</td>
<td>Tornado</td>
<td>21</td>
</tr>
<tr>
<td>HazMat Incident</td>
<td>22</td>
<td>Cyber Attack</td>
<td>22</td>
</tr>
<tr>
<td>Water Supply Disruption/Contamination</td>
<td>23</td>
<td>Jail/Prison Event</td>
<td>23</td>
</tr>
</tbody>
</table>
3.3 BRIEF STATEMENT OF UNIQUE HAZARDS

The hazards in the City of Jurupa Valley are very similar to Riverside County, including earthquake, flooding, and fire threats. Additionally, the City of Jurupa Valley has potential transportation related hazards since State HWY 60, a major east-west transportation corridor and I-15 both run through the borders of the city. There are major rail line corridors within the city, a Metrolink commuter rail service and station, and numerous freight branch lines. Jurupa Valley is also one of the largest trucking hubs in the State of California with over 44 carriers residing in the city and numerous warehouse distribution centers. Another concern for the city would be the risk of wildfires occurring within the large expanse of the Santa Ana Riverbed that runs through the southern portion of the city.

The most prominent hazards faced by residents of City of Jurupa Valley are a major earthquake, flooding potential from 100 year storm events in winter months along the Santa Ana River bank, and windstorms causing power outages. A long term power outage in summer months could produce life threatening extreme heat conditions for residents without access to air conditioning.

The City could also be impacted by terrorism or bio-terrorism that initially targets the Chino, Flabob and Ontario Airports and then spreads the impact to surrounding communities.

Riverside County has experienced severe flooding many times throughout its history, resulting in the loss of lives and millions of dollars in property damage. Floods are caused by rivers and creeks overrunning their banks, and most property damage has occurred where development has been allowed without regard for flood hazard.

Earthquake risk is very high in western Riverside County (which includes Jurupa Valley), due to the presence of two of California’s most active faults: the San Andreas and San Jacinto.
Figure 3.3A City of Jurupa Flood Hazard Map

Figure 3.3B City of Jurupa Valley Fire Hazard Map
Figure 3.3C City of Jurupa Valley Earthquake Fault Zones
3.4 MITIGATION PROJECT UPDATES

<table>
<thead>
<tr>
<th>Item</th>
<th>Project Name</th>
<th>Fund (Budget)</th>
<th>Schedule</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>RCFCD</td>
<td>Day Creek Channel Stage 1</td>
<td>Construction - Under Const.</td>
<td>1. Lucretia Pkwy 65th &amp; 66th until mid-Nov 2012</td>
<td></td>
</tr>
<tr>
<td>JV/RCFCD 9</td>
<td>Pyrite St Pavement Rehab (See RCFCD Pyrite Ck SD Bypass)</td>
<td>Gas Tax ($470k)</td>
<td>PS&amp;E 11/15/12, Bid Award: Jan - Feb 2013, Construction: May - Jul 2013</td>
<td>1. Included street work in coord w/ RCFCD Pyrite Channel Bypass project; allocate $310,000 to coop agmt; cast admin by RCFCD 2. Consider reallocation $160,000 to Local Streets pavement rehab</td>
</tr>
<tr>
<td>RCFCD</td>
<td>Day Creek Channel Line J, Stage 2</td>
<td>Construction: Under cntrct Feb 2013</td>
<td></td>
<td>Complete</td>
</tr>
<tr>
<td>RCFCD</td>
<td>Mira Loma Beach St Storm Drain</td>
<td>PS&amp;E: Approved Bid Award: Ongoing- Nov 6</td>
<td>BOE Award: Construction: Dec 15, 2012 Dec 2013</td>
<td>1. Plans approved by City; Coop Agreement appd by City 2. Utility relocations Nov 2012</td>
</tr>
<tr>
<td>JCSD</td>
<td>Pyrite Creek Trunk Sewer &amp; Force Main</td>
<td>PS&amp;E: 95% Bid Award: Dec 11, 2012 - Jan 29, 2013, Construction: Mar 11-Jun 21, 2013</td>
<td></td>
<td>Complete</td>
</tr>
<tr>
<td>JCSD Upstream</td>
<td>Junipura Rd Trunk Sewer</td>
<td>PS&amp;E: 100% Bid Award: Dec 2012-Jan 2013</td>
<td></td>
<td>Complete</td>
</tr>
<tr>
<td>JCSD</td>
<td>Area E Trunk Sewer</td>
<td>PS&amp;E: Approved Bid Award: Jan-Feb 2013</td>
<td></td>
<td>Complete</td>
</tr>
<tr>
<td>JCSD</td>
<td>Sky Country Trunk Sewer: Wineville (681h-641h), 64th (Wineville-Smith), Smith (64th 63rd), Easement (63rd Limonite) &amp; Limonite (Ely to Sky 3 Lift Sta)</td>
<td>PS&amp;E: Approved Bid Award: Jan-Feb 2013</td>
<td></td>
<td>1. Monitor JCSD schedule; coord construction of Limonite Ave, project relocate water line to clear deep SS</td>
</tr>
</tbody>
</table>

SECTION 4.0 - HAZARD IDENTIFICATION AND RISK ASSESSMENT

4.1 CRITICAL FACILITIES AND INFRASTRUCTURES

<table>
<thead>
<tr>
<th>Critical Facilities Type</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regional Treatment Plant</td>
<td>1</td>
</tr>
<tr>
<td>Water Well /Tank Sites</td>
<td>11</td>
</tr>
<tr>
<td>Water Distribution Plant</td>
<td>3</td>
</tr>
<tr>
<td>Sewer Lift Stations</td>
<td>1</td>
</tr>
<tr>
<td>GAS – Blue Rhino</td>
<td>1</td>
</tr>
<tr>
<td>Aviation – Flabob Airport</td>
<td>1</td>
</tr>
<tr>
<td>Mass Transit RTA bus stops</td>
<td>throughout the city</td>
</tr>
<tr>
<td>Cellular Towers</td>
<td>27</td>
</tr>
<tr>
<td>City Hall</td>
<td>2</td>
</tr>
<tr>
<td>Fire Stations</td>
<td>4</td>
</tr>
<tr>
<td>Health Care Facilities</td>
<td>2</td>
</tr>
<tr>
<td>Police Station / EOC</td>
<td>1</td>
</tr>
<tr>
<td>Maintenance Yards</td>
<td>1</td>
</tr>
<tr>
<td>Railroads – Metrolink Station</td>
<td>1</td>
</tr>
<tr>
<td>Railroads- intersect throughout City – Union Pacific, Burlington Northern Santa Fe</td>
<td>3</td>
</tr>
<tr>
<td>Bridges –Van Buren/Limonite</td>
<td>2</td>
</tr>
<tr>
<td>Radio-Motorola</td>
<td>2</td>
</tr>
<tr>
<td>Residential Elderly Facilities</td>
<td>3</td>
</tr>
<tr>
<td>Schools</td>
<td>26</td>
</tr>
<tr>
<td>Community Center</td>
<td>1</td>
</tr>
</tbody>
</table>

### 4.2 ESTIMATING POTENTIAL LOSS

Map show parcels exposed to flood plain hazards in terms of value of structures. Riverside County’s assessor’s data can be used to calculate the improved value of parcels. (Please refer to Riverside County Operational Area Estimated Property Loss Values by City Table in Section 4.5.

### 4.3 TABLE REPLACEMENT VALUES

City of Jurupa Valley owns one 26-acre park along the Santa Ana River and four acres along 68th Street. We currently rent office space and as a full “contract city,” both Sheriff and Fire services are contractually procured; the two Community Service Districts and the Jurupa Area Recreation and Parks District are governed by their own board of directors.
<table>
<thead>
<tr>
<th>NAME OF ASSET</th>
<th>REPLACEMENT VALUE</th>
<th>OCCUPANCY</th>
<th>HAZARD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CITY HALL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Jurupa Valley City Hall</td>
<td>Lease - Unknown</td>
<td>On-File</td>
<td>High Ground Shaking High Hazard of Flooding</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Moderate Fire Hazard Severity Zone</td>
</tr>
<tr>
<td><strong>High Schools</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Rubidoux High</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking High Hazard of Flooding</td>
</tr>
<tr>
<td>2. Nueva Vista Continuation High</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking Low Hazard of Flooding</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>High Fire Hazard Severity Zone</td>
</tr>
<tr>
<td>3. Patriot High</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking Low Hazard of Flooding</td>
</tr>
<tr>
<td>4. Jurupa Valley High</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking High Hazard of Flooding</td>
</tr>
<tr>
<td>5. Rio Vista Continuation High</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking High Hazard of Flooding</td>
</tr>
<tr>
<td><strong>Middle Schools</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Mission Middle</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking Low Hazard of Flooding</td>
</tr>
<tr>
<td>7. Jurupa Middle</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking Low Hazard of Flooding</td>
</tr>
<tr>
<td>8. Mira Loma Middle</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking Low Hazard of Flooding</td>
</tr>
<tr>
<td><strong>Elementary Schools</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Camino Real Elementary</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking Low Hazard of Flooding</td>
</tr>
<tr>
<td>10. Glen Avon Elementary</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking Low Hazard of Flooding</td>
</tr>
<tr>
<td>11. Granite Hill Elementary</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking High Hazard of Flooding</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Very High Fire Hazard Severity Zone</td>
</tr>
<tr>
<td>12. Ina Arbuckle Elementary</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking Low Hazard of Flooding</td>
</tr>
<tr>
<td>13. Indian Hills Elementary</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking Low Hazard of Flooding</td>
</tr>
<tr>
<td>14. Mission Bell Elementary</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking Low Hazard of Flooding</td>
</tr>
<tr>
<td>15. Pacific Avenue Elementary</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking Low Hazard of Flooding</td>
</tr>
<tr>
<td>16. Pedley Elementary</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking Low Hazard of Flooding</td>
</tr>
<tr>
<td>17. Peralta Elementary</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking Low Hazard of Flooding</td>
</tr>
<tr>
<td>18. Rustic Lane Elementary</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking Low Hazard of Flooding</td>
</tr>
<tr>
<td>19. Sky Country Elementary</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking Low Hazard of Flooding</td>
</tr>
<tr>
<td>20. Stone Avenue Elementary</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking Low Hazard of Flooding</td>
</tr>
<tr>
<td>21. Sunnyslope Elementary</td>
<td>Unknown</td>
<td></td>
<td>High Ground Shaking Low Hazard of Flooding</td>
</tr>
<tr>
<td>Site Description</td>
<td>Location</td>
<td>Ground Hazard</td>
<td>Flood Hazard</td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>-------------------</td>
<td>---------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Troth Street Elementary</td>
<td>Unknown</td>
<td>High Ground Shaking</td>
<td>Low Hazard of Flooding</td>
</tr>
<tr>
<td>Van Buren Elementary</td>
<td>Unknown</td>
<td>High Ground Shaking</td>
<td>High Hazard of Flooding</td>
</tr>
<tr>
<td>VanderMolen Elementary</td>
<td>Unknown</td>
<td>High Ground Shaking</td>
<td>High Hazard of Flooding</td>
</tr>
<tr>
<td>West Riverside Elementary</td>
<td>Unknown</td>
<td>High Ground Shaking</td>
<td>Low Hazard of Flooding</td>
</tr>
<tr>
<td>Blue Rhino</td>
<td>Unknown</td>
<td>High Ground Shaking</td>
<td>Low Hazard of Flooding</td>
</tr>
<tr>
<td>Flabob Airport</td>
<td>Unknown</td>
<td>High Ground Shaking</td>
<td>Low Hazard of Flooding</td>
</tr>
<tr>
<td>Pedley Metrolink Station</td>
<td>Unknown</td>
<td>High Ground Shaking</td>
<td>Low Hazard of Flooding</td>
</tr>
<tr>
<td>Riverside County Fire Department CAL-FIRE Station 16</td>
<td>Unknown</td>
<td>High Ground Shaking</td>
<td>Low Hazard of Flooding</td>
</tr>
<tr>
<td>Riverside County Fire Department CAL-FIRE Station 17</td>
<td>Unknown</td>
<td>High Ground Shaking</td>
<td>High Hazard of Flooding</td>
</tr>
<tr>
<td>Riverside County Fire Department CAL-FIRE Station 18</td>
<td>Unknown</td>
<td>High Ground Shaking</td>
<td>Low Hazard of Flooding</td>
</tr>
<tr>
<td>Riverside County Fire Department CAL-FIRE Station 38</td>
<td>Unknown</td>
<td>High Ground Shaking</td>
<td>Low Hazard of Flooding</td>
</tr>
<tr>
<td>Jurupa Community Services District 11201 Harrel Street, Jurupa Valley, CA 91752</td>
<td>Unknown</td>
<td>High Ground Shaking</td>
<td>High Hazard of Flooding</td>
</tr>
<tr>
<td>Jurupa Community Services District 4150 Etiwanda Ave., Jurupa Valley, CA 91752</td>
<td>Unknown</td>
<td>High Ground Shaking</td>
<td>Low Hazard of Flooding</td>
</tr>
<tr>
<td>Rubidoux Community Services District 3590 Rubidoux Blvd. Jurupa Valley, CA 92509</td>
<td>Unknown</td>
<td>High Ground Shaking</td>
<td>Low Hazard of Flooding</td>
</tr>
<tr>
<td>Eddie D Smith Senior Center 5888 Mission Blvd, Jurupa Valley, CA 92509</td>
<td>Unknown</td>
<td>High Ground Shaking</td>
<td>Low Hazard of Flooding</td>
</tr>
<tr>
<td>Western Riverside and City Animal Shelter 6851 Van Buren Blvd Jurupa Valley, CA 92509</td>
<td>Unknown</td>
<td>High Ground Shaking</td>
<td>High Hazard of Flooding</td>
</tr>
<tr>
<td>Robidoux Library 5840 Mission Blvd. Jurupa Valley, CA 92509</td>
<td>Unknown</td>
<td>High Ground Shaking</td>
<td>Low Hazard of Flooding</td>
</tr>
<tr>
<td>California Family Life Center 5656 Mission Blvd Jurupa Valley, CA 92509</td>
<td>Unknown</td>
<td>High Ground Shaking</td>
<td>Low Hazard of Flooding</td>
</tr>
<tr>
<td>Jurupa Family Health Center 9415 Mission Blvd Jurupa Valley, CA 92509</td>
<td>Unknown</td>
<td>High Ground Shaking</td>
<td>High Hazard of Flooding</td>
</tr>
<tr>
<td>Jurupa Unified School District Administrative Building 4850 Pedley Road</td>
<td>Unknown</td>
<td>High Ground Shaking</td>
<td></td>
</tr>
</tbody>
</table>
4.4 IDENTIFICATION OF RISKS AND VULNERABILITIES

The jurisdictions were asked to rate the potential and severity using a scale of between 0 and 4 (4 being the most severe). The jurisdictions were also asked to rank the listed hazards as they relate to their jurisdiction (1 being the highest overall threat to their jurisdiction). Please see Riverside County MJHMP Section 5 for past occurrences of hazards affecting Jurupa Valley.

1. Flood – Severity –3, Probability –3, Ranking-1

The Santa Ana River is normally a small meandering slow moving water system which becomes a raging river whenever there is substantial rainfall. The City is working in conjunction with Riverside County Flood Control & Water Conservation District to identify and mitigate areas that may cause or have the potential to cause damage or destruction of property.

Heavy rain events can also lead to problems with storm drainage systems and create localized flood problems. According to the City of Jurupa Valley Storm Drain Master Plan, there are several flooding problem areas in the City. These areas are primarily a result of undersized pipes where the runoff exceeds the pipe capacity even for minor storms. Compounding the storm water run-off, the geological features of Jurupa Valley is that everything slopes in a southwesterly direction. Storm water from the City of Riverside and surrounding areas northeast of Jurupa Valley are draining westward into Jurupa Valley storm water facilities. (Please see Riverside County MJHMP Section 5.3.9)

2. Earthquake - Severity –4, Probability –3, Ranking-2

City of Jurupa Valley is located in a Seismic Hazard Zone. The nearest active earthquake fault is the San Andreas Fault located on the northern part of the city.

In the past, Jurupa Valley has experienced tremendous and damaging earthquakes in December 1899 and in April 1918. The quakes each had magnitudes of approximately 6.6 on the Richter scale and caused substantial damage to existing buildings, including several deaths related to the events. There have been several noticeable ground movements in recent years, most notably the Landers and Big Bear earthquakes in 1992,
and the Northridge earthquake in 1994, but no local damage was sustained during these more recent events. (Please see Riverside County MJHMP Section 5.3.1).


A Wildfire is an uncontrolled fire spreading through vegetative fuels, posing danger and destruction to property. Wildfires can occur in undeveloped areas and spread to urban areas. The City of Jurupa Valley is in a High Fire Hazard Zone and has potential impact due to the vegetation in the Santa Ana River bottom. The Community Services District is responsible for the maintenance to remove the vegetation. (Please see Riverside County MJHMP Section 5.3.3).

5. Severe Weather- Heat/Wind/Cold - Severity –2, Probability –4, Ranking-4

The City of Jurupa Valley utilizes the local Jurupa Area Recreation and Parks District community centers as cooling stations working closely with Riverside County Office of Emergency Services during severe heat events.

Severe Weather: The city has not recently experienced a severe heat related weather event. (Please see Riverside County MJHMP Section 5.3.13).


Along with the potential for death and injuries from large-scale motor vehicle accidents, there is the potential for hazardous material spills or fires as numerous commercial transportation vehicles travel intra-city roadways with various types and quantities of hazardous materials, fuels, and chemicals. (Please see Riverside County MJHMP Section 5.3.14).


Although the City of Jurupa Valley has never experienced a severe drought event, the city has established an ordinance to manage general public water usage, to include irrigation restrictions during severe weather related events. (Please see Riverside County MJHMP Section 5.3.11).

7. Agricultural Hazards - Severity –4, Probability –2, Ranking-7

A small area of Jurupa Valley is dedicated to agricultural businesses. Production of fruits, vegetables, flowers/trees, sod, and other produce items are grown within the city. Crop losses in the surrounding area due to hazards have economic impacts in Riverside County. Some of the businesses in jurisdiction are agricultural based including other dairy/poultry industry related businesses which have a substantial impact on the city’s
Any time a hazard-related event results in reduced crop or product production, the City of Jurupa Valley is negatively impacted by loss of revenue to major businesses, to include labor force reductions. The associated unemployment affects the crime rate, housing market, local businesses, and the City’s sales tax revenues. (Please see Riverside County MJHMP Section 5.3.13.5)

SECTION 5.0 – COMMUNITY RATING SYSTEM

5.1  REPETITIVE LOSS PROPERTIES

There are zero repetitive loss properties in the City of Jurupa Valley reported to date.

5.2  NATIONAL FLOOD INSURANCE PROPERTIES

a. Describe participation in NFIP, including any changes since previously approved plan.

The City is compliant with the NFIP Program. We will provide NFIP Brochures to residents within the High Flood Zones and also during outreach events.

b. Date first joined NFIP.  9/23/13

<table>
<thead>
<tr>
<th>CID</th>
<th>COMMUNITY NAME</th>
<th>INIT FHBM</th>
<th>INIT FIRM IDENTIFIED</th>
<th>CURR EFF MAP DATE</th>
<th>REG-EMER DATE</th>
<th>IDENTIFIED TRIBAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>060286#</td>
<td>JURUPA VALLEY</td>
<td>-</td>
<td>08/18/14</td>
<td>08/18/14</td>
<td>09/23/13</td>
<td>No</td>
</tr>
</tbody>
</table>

c. Identify actions related to continued compliance with NFIP.

Initiated CLOMRS for developing properties.

d. CRS member?  No.

e. CRS class?  N/A

f. Describe any data used to regulate flood hazard area other than FEMA maps.

Engineering studies and consultation with Riverside County Flood Control and Water Conservation District (RCFCWCD).
g. *Have there been issues with community participation in the program?*

No, we need revised and updated maps.

h. *What are the general hurdles for effective implementation of the NFIP?*

We currently are waiting for a BAO letter from FEMA for hydrology and hydraulic studies performed for the Santa Ana River by the RCFCWCD.

i. *Summarize actions related to continued compliance with NFIP*

Distribute map information, participate in development reviews, consult with RCFCWCD.

ii. *Repetitive Loss Properties*

None. Residents who have property within mapped areas are eligible to purchase flood insurance.

**SECTION 6.0 - CAPABILITIES ASSESSMENT**

**6.1 REGULATORY MITIGATION CAPABILITIES**

Capabilities are the programs and policies currently in use to reduce hazard impacts or that could be used to implement hazard mitigation activities. This capabilities assessment is divided into five sections –

- Regulatory Mitigation Capabilities
- Administrative And Technical Mitigation Capabilities
- Fiscal Mitigation Capabilities
- Mitigation Outreach And Partnerships
- Funding Sources

The City of Jurupa Valley is a recently incorporated City and currently working on the development of our own regulatory plans, including:

<table>
<thead>
<tr>
<th>Regulatory Tool</th>
<th>Yes/No</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Plan</td>
<td>Yes</td>
<td>Expected adoption Fall 2017</td>
</tr>
<tr>
<td>Zoning ordinance</td>
<td>Yes</td>
<td>Expected adoption Fall 2017</td>
</tr>
<tr>
<td>Subdivision ordinance</td>
<td>No</td>
<td>County of Riverside</td>
</tr>
<tr>
<td>-----------------------</td>
<td>----</td>
<td>---------------------</td>
</tr>
<tr>
<td>Site plan review requirements</td>
<td>Yes</td>
<td>General Plan</td>
</tr>
<tr>
<td>Growth management ordinance</td>
<td>No</td>
<td>County of Riverside</td>
</tr>
<tr>
<td>Floodplain ordinance</td>
<td>No</td>
<td>F.E.M.A.</td>
</tr>
<tr>
<td>Other special purpose ordinance (stormwater, water conservation, wildfire)</td>
<td>No</td>
<td>Efficient Landscape Irrigation Ordinance required by MS4</td>
</tr>
<tr>
<td>Building Code</td>
<td>Yes</td>
<td>State code adopted with amendments</td>
</tr>
<tr>
<td>Fire Department ISO rating</td>
<td>Yes</td>
<td>BCEGS submitted, pending reply</td>
</tr>
<tr>
<td>Erosion or sediment control program</td>
<td>Yes</td>
<td>Informally address sediment issues</td>
</tr>
<tr>
<td>Stormwater Management Program</td>
<td>Yes</td>
<td>Stormwater Ordinance required by MS4 City Manual</td>
</tr>
<tr>
<td>Capital Improvements Plan</td>
<td>Yes</td>
<td>Annual</td>
</tr>
<tr>
<td>Economic Development Plan</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Local Emergency Operations Plan</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Other special plans</td>
<td>Yes</td>
<td>Local Implementation Plan</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Facilities Management Plan</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Water Quality Management Plan</td>
</tr>
<tr>
<td>Flood Insurance Study or other engineering study for streams</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 6.2 ADMINISTRATIVE/TECHNICAL MITIGATION CAPABILITIES

<table>
<thead>
<tr>
<th>Personnel Resources</th>
<th>Yes/No</th>
<th>Department/Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planner/engineer with knowledge of land development/land management practices</td>
<td>Yes</td>
<td>Planning Director/City Engineer</td>
</tr>
<tr>
<td>Engineer/professional trained in construction practices related to buildings and/or infrastructure</td>
<td>Yes</td>
<td>City Engineer and Building Official</td>
</tr>
<tr>
<td>Planner/engineer/scientist with an understanding of natural hazards</td>
<td>Yes</td>
<td>City Engineer via Contract</td>
</tr>
<tr>
<td>Personnel skilled in GIS</td>
<td>Yes</td>
<td>Planning Department</td>
</tr>
<tr>
<td>Full time building official</td>
<td>Yes</td>
<td>Building Official</td>
</tr>
<tr>
<td>Floodplain manager</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Emergency manager</td>
<td>Yes</td>
<td>City Manager and EMS Manager/PIO</td>
</tr>
<tr>
<td>Grant writer</td>
<td>Yes</td>
<td>Contract with outside consultant</td>
</tr>
<tr>
<td>Other personnel</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>GIS Data—Land use</td>
<td>Yes</td>
<td>GIS Graphics Technician</td>
</tr>
<tr>
<td>GIS Data—Links to Assessor’s data</td>
<td>Yes</td>
<td>GIS Graphics Technician</td>
</tr>
</tbody>
</table>
6.3 FISCAL MITIGATION CAPABILITIES

<table>
<thead>
<tr>
<th>Financial Resources</th>
<th>Accessible/Eligible to Use (Yes/No)</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Development Block Grants</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Capital improvements project funding</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Authority to levy taxes for specific purposes</td>
<td>Yes</td>
<td>With voter approval</td>
</tr>
<tr>
<td>Fees for water, sewer, gas, or electric services</td>
<td>Yes</td>
<td>Water</td>
</tr>
<tr>
<td>Impact fees for new development</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Incur debt through general obligation bonds</td>
<td>Yes</td>
<td>With voter approval</td>
</tr>
<tr>
<td>Incur debt through special tax bonds</td>
<td>Yes</td>
<td>With voter approval</td>
</tr>
<tr>
<td>Incur debt through private activities</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Withhold spending in hazard prone areas</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>n/a</td>
<td></td>
</tr>
</tbody>
</table>

6.4 MITIGATION OUTREACH AND PARTNERSHIPS

The City of Jurupa Valley serves as a host for CERT training with the help of the Riverside County Emergency Management Department. In addition, the City has many volunteers and active Rotary and council outreach meetings. The City of Jurupa Valley is also works with the following agencies: Riverside County Flood Control District (RCFD), Riverside County EDA (RCEDA), Jurupa Community Services District (JCSD), Rubidoux Community Services District (RCSD), Jurupa Area Recreation and Parks District (JARPD), and Santa Ana River Water Co.

6.5 FUNDING OPPORTUNITIES

The City of Jurupa Valley has the same funding opportunities as Riverside County Operational Area. Please refer to Section 7.4 of the Riverside County Multi-Jurisdictional Hazard Mitigation Plan for list of funding sources available.
SECTION 7.0 - MITIGATION STRATEGIES

7.1 GOALS AND OBJECTIVES

The City of Jurupa Valley has created list of Mitigation Strategies and Goals for the primary hazards previously identified.

Goal 1: Implement mitigation policies and strategies contained in the City of Jurupa Valley.

Objective 1.1: Implement new development ordinances.

Goal 2: Continue to educate the general public in mitigation, preparedness, response and recovery activities.

Objective 2.1: Continue training city staff on emergency preparedness to include: Emergency Operation Center activities, Emergency Operations Plan through the Standardized Emergency Management System (S.E.M.S.) and the National Incident Management System (N.I.M.S.).

Objective 2.2: Continue to provide general public training on emergency awareness and preparedness through CERT programs.

Objective 2.3: Continue emergency preparedness training activities in coordination with surrounding agencies, special districts, community groups, and school districts.

7.2 MITIGATION ACTIONS

The City has implemented mitigation efforts in the past that include the following:

- The City has installed auxiliary power sources on three municipal water wells and four sewer lift stations.

- The City’s Code Enforcement Office proactively responds and enforces city ordinances related to weed abatement violations to reduce fire threat.

- The City has remodeled its police station to include a functional Emergency Operation Center (EOC) with alternative power source, internet connections, and media screens to enhance operations.

- The Police Department / Riverside County Sheriff’s Department have mutual aid agreements in place to include valuable resources such as hazardous materials unit, air support, and search and rescue units among others.

New Mitigation Actions:
<table>
<thead>
<tr>
<th>Type of Hazard</th>
<th>Mitigation Action</th>
<th>Lead Department/Jurisdiction</th>
<th>Status Update</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flood</td>
<td>Day Creek Channel, Stage 6 Phase 2 Project No. 221-1-8-00250-06-12</td>
<td>RCFC</td>
<td>Completed 4/23/13</td>
</tr>
<tr>
<td></td>
<td>The project is located in the city of Jurupa Valley, Riverside County and begins within Goose Creek Golf Club, approximately 1,150 lineal feet downstream of Lucretia Avenue. The improvements extend upstream and tie into the existing concrete lined channel located approximately 600 lineal feet downstream of Limonite Avenue. Improvements were made below the existing bridges at Holmes Avenue and 64th Street to provide 100-year storm conveyance capacity.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flood</td>
<td>Mira Loma - Beach Street Storm Drain, Stage 2 Project No. 221-1-8-00137-01-12</td>
<td>RCFC</td>
<td>Completed 9/1/15</td>
</tr>
<tr>
<td></td>
<td>The project consisted of approximately 6,800 feet of an underground storm drain, inlets and outlet works. Located along Beach Street between 59th Street and 53rd Street, along Rutile Street, 54th Street and ends at Cedar Street in the incorporated residential area of Mira Loma in the city of Jurupa Valley of Northwestern Riverside County.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flood</td>
<td>Pyrite Channel Bypass, Pyrite Street Storm Drain, Stage 1 Project No. 221-1-8-00109-01-12</td>
<td>RCFC</td>
<td>Completed 1/16/15</td>
</tr>
<tr>
<td></td>
<td>This project consists of 1,700 feet of underground storm drain within Pyrite Street in the city of Jurupa Valley. The drain connects Pyrite Street Storm Drain upstream of Pyrite Street to Jurupa Channel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flood</td>
<td>Jurupa - Pyrite MDP Line A-2 Project No. 1-8-00234 Stage 1</td>
<td>RCFC</td>
<td>30% Plans &amp; R/W Acquisition as of 1/10/17</td>
</tr>
<tr>
<td></td>
<td>Master planned lateral storm drain to Jurupa Channel. Project is east-west drain crossing Agate Street about 1,000 feet south of Jurupa Road. Outlet point at Jurupa Channel is unimproved and likely to remain so</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Hazard</td>
<td>Incorporating the LHMP into the City’s General Plan</td>
<td>City of Jurupa Valley</td>
<td>Pending Formal Adoption of General Plan</td>
</tr>
</tbody>
</table>
7.3  ON-GOING MITIGATION STRATEGY PROGRAMS

Rubidoux Community Services District is currently designing a new $2.8 million dollar 6MG water storage tank, a $10 million dollar sewage conveyance facilities damaged during the 2005 flood, and a $150,000 water service replacement project.

**Project #1**-Reduce the level of risk to loss of life, personal injury, public and private property damage, economic and social dislocation, and disruption of vital community services that would result from earthquake.

**Goal 1**: Adopt all of Riverside County Ordinances and Resolution including Land Ordinances. The City has completed this part of the process by adopting and implementing Ordinance No. 2011-01. Additional ordinances are adopted as needed on an ongoing basis to address issues that arise.

**Objective**: Amend the Building and Zoning Codes to incorporate specific standards for siting, seismic design, and review of Critical Facilities.

**Action**: Require all new developments, existing critical facilities and structures to comply with the most recent California Building Code seismic design standards.

**Priority**: High

**Responsible Dept**: Planning and Building Departments

**Timeframe**: Ongoing

**Funding/cost**: Current funding; cost unknown

**Hazard**: Earthquake

**Status**: Continuing and ongoing

**Project #2**- Improve the Community Emergency Response Team (CERT) Program in Jurupa Valley to educate people about disaster preparedness for hazards that may impact their area and train them in basic disaster response skills to respond in our community.

**Objective**: Partner with Riverside County Fire – Office of Emergency Services and neighboring communities to host CERT Trainings.

**Action**: Build a team of volunteers who are personally prepared for a disaster and provide CERT training for them to respond in our communities.
Priority: High
Responsible Dept: City of Jurupa Valley and Riverside County Fire- Office of Emergency Services
Timeframe: Ongoing
Funding/cost: Homeland Security/Pre-mitigation funding
Hazard: All Hazards
Status: Continuing and ongoing

7.4 FUTURE MITIGATION STRATEGIES

Project #1 - Enhanced proactivity in enforcement of vacant land weed abatement

Goal: Reduce risk of wildland fires.

Objective: Focused enforcement of non-compliance.

Action: Direct chief Building Official to increase enforcement priority on vacant land.

Priority: High
Responsible Dept: Code Enforcement
Timeframe: Ongoing
Funding/cost: Current funding; cost unknown
Hazard: Wildland Fires
Status: Continuing and ongoing

Project #2 – Local Drainage Flood Control Capital Projects

Goal: Reduce local flooding and road closure incidents.

Objective: Continue focus on improving local drainage issues to mitigate flooding and road closures to protect property and infrastructure.

Action: Prioritize future capital projects focused on mitigating flood risk of flood-prone areas.

Priority: High
SECTION 8.0 - PLAN IMPLEMENTATION AND MAINTENANCE PROCESS

Upon adoption and approval by City Council, the Local Hazard Mitigation Plan (LHMP) will be reviewed, evaluated and monitored by LHMP committee members a minimum of once per year. The LHMP committee made up of City staff members and general public representatives will propose revisions to the LHMP. After every review, the committee will provide for a public hearing and submittal to City Council for approval and adoption of such recommendations to the LHMP. If we discover changes have occurred during the evaluation, the City will submit the most current copy to Riverside County Emergency Management Department to submit to Cal OES and FEMA. A comprehensive review, evaluation and update of the LHMP will occur every five years.

The methodology to update the plan will be the following:

- The goals and objectives and address current and expected conditions.
- If the nature, magnitude, and/or type of risks have changed, we will update plan as necessary.
- Current resources for implementing the plan and explore new resources implementation problems, such as technical, political, legal, or coordination issues with other agencies.
- The outcomes to ensure they are in line with the expected outcome, if not we will modify plan.
- Changes in Federal, State and local ordinances, if laws and regulations have changed, we will make changes to reflect current regulations.
- Involve public by posting notices on websites and announcements during public meetings intent to review and update Local Hazard Mitigation Plan allowing for public comment and input.

SECTION 9.0 - INCORPORATION INTO EXISTING PLANNING MECHANISMS

The City of Jurupa Valley will be incorporating mitigation strategies and considerations into the development of their future plans such as a General Plan and Emergency Operations Plan. It is already implemented into the following planning mechanisms:
• Building and Construction Codes
• Fire Codes
• Capital Improvement Plan
• Storm Drain Master Plan
• Stormwater Ordinance required by MS4
• Efficient Landscape Irrigation Ordinance required by MS4
• City Stormwater Procedural Manual
• Local Implementation Plan
• Facilities Management Plan
• Water Quality Management Plan

SECTION 10.0 - CONTINUED PUBLIC INVOLVEMENT

The general public will have access to the Local Hazard Mitigation Plan (LHMP) online via City website with the ability to send comments, or ability to review hard copies available at public areas within City Hall and other city facilities. Approximately every 10-12 months after initial adoption by City Council, the LHMP will be reviewed and evaluated by staff members and general public members represented on the LHMP committee, to review, evaluate and monitor the LHMP, and to evaluate and incorporate all public comments on the Plan.
APPENDIX A – JURUPA VALLEY BOUNDARY PLAN MAP

SEE ATTACHMENTS
STAFF REPORT

DATE: FEBRUARY 21, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY S. THOMPSON, CITY MANAGER

BY: ALAN KREIMEIER, ADMINISTRATIVE SERVICES DIRECTOR

SUBJECT: AGENDA ITEM NO. 16.B

APPROVAL OF NEW STAFF POSTIONS, (CHIEF BUILDING OFFICIAL, ECONOMIC DEVELOPMENT MANAGER, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER), AND ADVERTISING COSTS

RECOMMENDATION

1) That the City Council approve the creation of three new positions, (Chief Building Official, Economic Development Manager, and Director of Public Works/City Engineer), effective Fiscal Year 2019-20, Job Descriptions and Salary Ranges;

2) Authorize $5,000 in recruitment advertising costs to be used as necessary.

BACKGROUND

Each year the City embarks on a strategic budget process and some of the most important economic decisions made during the budget process are related to staffing. Upon evaluating the future staffing needs of the City, staff is requesting the addition of three (3) new City positions. The three new recommended positions are a Chief Building Official, Economic Development Manager, and a Director of Public Works/City Engineer. Staff is recommending that all three positions be converted to “in-house” positions (following an open recruitment,) allowing the City to enhance City oversite of the Building and Safety, Economic Development and Public Works/Engineering departments.

Currently, the three positons are contracted with HR Green and are part-time. The three new recommended positions will be budgeted at full-time. The Chief Building Official position hours would increase by 49%, the Economic Development Manager hours would increase by 56%, and the Director of Public Works/City Engineer hours would increase by 25%. The conversion of these three positions from part-time contract employees to full-time City staff will save the City approximately $1,929 per year.
A salary survey was conducted utilizing the same methodology and adopted standards as conducted for the initial phase of employee positions. Salary ranges for the three new positions were established based on those salary surveys.

FINANCIAL IMPACT

The financial impact for FY 2019-20 for these three new positions will be determined after approval of the salary ranges and the estimated cost will be incorporated into the FY 2019-20 Preliminary and Final Budget Proposals during the budget process.

The City Manager is requesting that the salary be left open up to the top of the range depending on the experience of the potential hire. In addition, staff is requesting $5,000 to provide for recruitment flyers and advertising.

ALTERNATIVES

1. Decline to approve positions
2. Approve positions with changes

Prepared by:             Submitted by:

[Signature]             [Signature]
Alan Kreimeier          Gary S. Thompson
Administrative Services Director City Manager

Attachments:

1. Job Descriptions
2. Proposed Jurupa salary and benefits schedule for the positions
<table>
<thead>
<tr>
<th>FTE</th>
<th>Position</th>
<th>Base Salary</th>
<th>Cafeteria Benefit</th>
<th>Adjusted Salary</th>
<th>Total Taxes/ 401(a)</th>
<th>WC</th>
<th>TOTAL BENEFITS</th>
<th>Total Salary/ Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>Director of Publics Works-City Engineer</td>
<td>120,076.00</td>
<td>16,800.00</td>
<td>136,876.00</td>
<td>10,733.02</td>
<td>2,696.46</td>
<td>13,429.48</td>
<td>150,305.48</td>
</tr>
<tr>
<td>1.00</td>
<td>Director of Publics Works-City Engineer</td>
<td>177,408.00</td>
<td>16,800.00</td>
<td>194,208.00</td>
<td>15,577.58</td>
<td>3,825.90</td>
<td>19,403.47</td>
<td>213,611.47</td>
</tr>
<tr>
<td>1.00</td>
<td>Chief Building Official</td>
<td>91,516.00</td>
<td>16,800.00</td>
<td>108,316.00</td>
<td>8,319.70</td>
<td>2,133.83</td>
<td>10,453.53</td>
<td>118,769.53</td>
</tr>
<tr>
<td>1.00</td>
<td>Chief Building Official</td>
<td>135,210.00</td>
<td>16,800.00</td>
<td>152,010.00</td>
<td>12,011.85</td>
<td>2,994.60</td>
<td>15,006.44</td>
<td>167,016.44</td>
</tr>
<tr>
<td>1.00</td>
<td>Economic Development Manager</td>
<td>82,909.00</td>
<td>16,800.00</td>
<td>99,709.00</td>
<td>7,592.41</td>
<td>1,964.27</td>
<td>9,556.68</td>
<td>109,265.68</td>
</tr>
<tr>
<td>1.00</td>
<td>Economic Development Manager</td>
<td>122,494.00</td>
<td>16,800.00</td>
<td>139,294.00</td>
<td>10,937.34</td>
<td>2,744.09</td>
<td>13,681.43</td>
<td>152,975.43</td>
</tr>
<tr>
<td>3.00</td>
<td>Economic Development Manager</td>
<td>729,613.00</td>
<td>100,800.00</td>
<td>830,413.00</td>
<td>65,171.90</td>
<td>1,009,834.21</td>
<td>81,531.03</td>
<td>911,944.03</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HOURS</th>
<th>2080</th>
<th>1664</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOURS</td>
<td>1560</td>
<td></td>
</tr>
<tr>
<td>HOURS</td>
<td>1056</td>
<td></td>
</tr>
<tr>
<td>HOURS</td>
<td>916</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Full Burden Rate</th>
<th>HRG Rate</th>
<th>Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>$72.26</td>
<td>$102.70</td>
<td>$180.00</td>
</tr>
<tr>
<td>$71.38</td>
<td>$100.37</td>
<td>$150.00</td>
</tr>
<tr>
<td>$65.66</td>
<td>$91.93</td>
<td>$192.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CITY OF JURUPA VALLEY

Department of Human Resources
8930 Limonite Avenue
Jurupa Valley, CA 92509

INVITES APPLICATIONS FOR THE POSITION OF:
Chief Building Official

An Equal Opportunity Employer

DEFINITION:

Under administrative direction, manages, organizes, and directs the operations and activities of the Building and Safety Department, including building inspection, plan check and permit processing, construction inspection and code enforcement; serves as the City’s Building Official, coordinates and administers professional service contracts with outside service providers; directs the review of plans and inspection of construction projects throughout the City to ensure adherence to municipal, building, zoning, plumbing, electrical, heating and related requirements, as well as adherence to applicable standards of construction, maintenance and safety; serves as a technical resource for assigned staff and provides highly complex and responsible support to the City Manager in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager; exercises general direction and supervision, through subordinate levels of supervision, over professional, technical and administrative support staff.

CLASS CHARACTERISTICS

This management level classification oversees, directs, and participates in all activities of the Building and Safety Department, including planning and organizing the work activities and operations of staff engaged in plan checking, permit processing, building inspection and code enforcement and compliance. This class provides assistance to the City Manager in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy and municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable
• Provides highly complex staff assistance to the City Manager; develops and reviews staff reports related to building inspection, plans examination, permit processing, and code compliance activities and services.

• Issues Certificates of Occupancy for new construction; addresses building appeals relating to City codes and ordinances; reviews alternate materials and methods of construction and unreasonable hardship requests; oversees special inspection and structural observations programs.

• Reviews complex code applications for requested code modifications and alternate materials and methods; represents the department and City in Building Code disputes and litigations.

• Performs preliminary review of projects submitted to the City; performs site inspections of construction projects to ensure compliance with Federal, State and local construction codes; works closely with other departments in addressing City construction projects and code interpretations.

• Manages Code Enforcement staff in carrying out enforcement of local ordinances and codes including County zoning ordinance, zoning and subdivision conditions of approval, grading policies, and ordinances for noise, off-highway vehicles, substandard buildings, parking and litter control.

• Directs, coordinates and reviews amendments to the General Plan; provides General Plan and code interpretation as needed; provides analysis, recommendations, and implementation of policies and procedures; develops and presents recommendations on a variety of permits, maps, ordinances, zone changes and applications.

• Conducts a variety of departmental organizational and operational studies.

• Participates in and makes presentations at City Council meetings and to a variety of boards and commissions.

• Attends and participates in professional group meetings; stays abreast of new trends and innovations in building inspection, plans examination, permit processing, and code compliance.

• Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects as assigned by the City Manager.

• Monitors changes in laws, regulations, and technology that may affect City or departmental operations; implements policy and procedural changes as required.

• Ensures preparation of detailed and comprehensive technical case documentation and reports that are accurate and sufficient for use in court, in pursuit of legal action against violators; determines necessity for issuance of legal complaints; may represent the interest of the City as a witness in court.

• Plans, directs and operates the Building and Safety emergency/disaster response program for building safety assessment and public assistance.

• Maintains and directs the maintenance of working and official departmental files.

• Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.

• Performs other duties as assigned.
• Plan, organize, direct, and coordinate the work of supervisory, professional, and technical personnel.

• Plan, organize, direct, and coordinate the work of staff and train staff in work procedures.

• Research, analyze, and evaluate new service delivery methods, procedures, and techniques.

• Effectively administer special projects with contractual agreements and ensure compliance with stipulations; effectively administer a variety of Building and Safety programs and administrative activities.

• Conduct effective negotiations and effectively represent the City and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.

• Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.

• Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.

• Establish and maintain a variety of filing, record keeping, and tracking systems.

• Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.

• Operate modern office equipment including computer equipment and specialized software applications programs.

• Use English effectively to communicate in person, over the telephone, and in writing.

• Use tact, initiative, prudence, and independent judgement within general policy, procedural and legal guidelines.

• Establish, maintain, and foster positive and effective working relations with those contacted in the course of work.

Education and Experience:

Any combination of training and experience, which would provide the required knowledge, skills, and abilities, is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to graduation from an accredited four-year college or university with major coursework in building trades, construction management, community development, engineering, architecture, or a related field and five (5) years increasingly responsible management and/or administrative experience as a building official or in plan checking and/or the enforcement of building codes with a public agency, including three (3) years of supervisory experience.

Licenses and Certificates:
CITY OF JURUPA VALLEY

Department of Human Resources
8930 Limonite Avenue
Jurupa Valley, CA 92509

INVITES APPLICATIONS FOR THE POSITION OF:

Economic Development Manager

An Equal Opportunity Employer

DEFINITION:

Under Administrative Direction, this key division Manager position will manage the City’s economic development projects and program activities; monitor contracts; provide administrative support through research and report writing; interact with individuals and groups; plan and administer business attraction, retention, and assistance activities; marketing of the City, coordinate with other departments and outside agencies; and performs other duties as assigned.

CLASS CHARACTERISTICS:

This single position class is responsible for managing and integrating the functions, programs and activities of the Economic Development department which provides broad, City-wide economic development. The incumbent provides advice and strategic leadership to the City Manager, City Council and department directors in the development of short and long term development plans to meet the City’s strategic growth and development objectives. Responsibilities are broad in scope and involve highly sensitive and publicly visible projects that require a high degree of policy, program and management discretion. Results are evaluated in terms of overall effectiveness.

Examples of Essential Functions:

(Illustrative Only) Management reserves the rights to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations where appropriate so that qualified employees can perform the essential functions of the job.

- Prepares and recommends the City’s economic development policy goals, recommendations and implementation plans including program objectives, policies and priorities to meet City goals and objectives.
• Plans, schedules and carries out economic development program activities including initial planning, feasibility determination, community involvement and acceptance, implementation, scheduling, project review and evaluation; serves as a project manager for agency projects, including administration of agreements, special projects, real estate acquisitions and liaison activities in processing development plans or proposals.

• Organizes and assists in city processes to be responsible to the needs of the business community in the capacity of business ombudsman, including the conduct or preliminary development review, coordination with City Development Services Department, preparation of due diligence documentation, and coordination with outside agencies.

• Serves as “broker” in recruiting and assisting businesses interested in locating in Jurupa Valley to identify suitable properties for their enterprises and prepare professional site

• Develops and implements programs for business enhancement, business retention and business expansion; works with Chamber of Commerce and other external organizations on projects related to business retention and attraction.

• Develops plans and implements strategies and programs to encourage business growth, development and investment while improving the quality and mix of uses of the downtown area, including programs to attract anchor uses or key tenants to the downtown.

• Evaluates and analyzes data with the assistance of community groups such as business organizations, develops governmental agencies and departments, and others for input in targeting specific types of industries to be attracted to the City.

• Compiles and maintains information containing inventory of economic data on the City such as populations growth, income levels, labor rates, taxes, transportation, vacant land data base, and other information relating to factors of business locations (both in hard copy and website formats).

• Provides continuing services to industries located in the City to help identify and recruit companies offering services in support of incumbent industries in coordination with the Chamber of Commerce, County of Riverside, Inland Empire Economic Partnership (IEEP), and the State of California.

• Makes presentations to business and community groups and attends industry trade shows such as International Council of Shopping centers (ICSC) to represent the City of Jurupa Valley.
- Community characteristics including planning, zoning, schools, budgets, recreational facilities and civic attractions;

- Statistical methods for management analysis, including present value concepts and computer modeling techniques;

- Urban land economics;

- Modern office procedures, methods and computer equipment.

**Ability to:**

- Plan, organize and administer comprehensive economic development programs;

- Identify and respond to community and City Council issues, concerns and needs;

- Cultivate and maintain positive working relationships with members of the public and community organizations, business leaders, City staff, City Council and representative of other government and economic development agencies;

- Interpret and explain City policies and procedures;

- Represent the City effectively in professional relationships with business leaders, elected officials and other;

- Coordinate multiple projects and meet critical deadlines;

- Work independently and exercise considerable independent judgement in resolving issues;

- Gather and analyze a variety of complex data, including economic studies, financial statements, marketing studies, plans, specifications, and bid documents;

- Prepare comprehensive written and oral reports;

- Communicate clearly and concisely, orally and in writing;

- Foster a spirit of teamwork and cooperation with City staff and appropriate organizations in meeting the City’s economic development objectives;

- Effectively plan, assign and evaluate the work of others;

- Negotiate and manage contracts with consultants and complex real estate transactions;
CITY OF JURUPA VALLEY

Department of Human Resources
8930 Limonite Avenue
Jurupa Valley, CA 92509

INVITES APPLICATIONS FOR THE POSITION OF:
Director of Public Works/City Engineer

An Equal Opportunity Employer

DEFINITION:

Under administrative direction, plans, organizes, manages, and provides technical direction and oversight for all functions and activities of the Public Works Department, including the maintenance and operations of City streets, fleets, facilities, parks, landscapes, and engineering projects, as well as the coordination with outside agencies regarding City water and wastewater collection, storm water, and drainage; coordinates assigned activities with other City departments, officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies and various public and private groups; provides highly responsible and complex professional assistance to the City Manager in areas of expertise; and perform related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager. The work provides for a wide variety of independent decision-making, within legal and general policy and regulatory guidelines. Exercises general direction and supervision over the professional, technical, and administrative support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is a Department Director classification that oversees, directs, and participates in all activities of the Public Works Department, including short- and long-range planning, development, and administration. This class provides assistance to the City Manager in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, municipal functions, and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the complex and varied functions of the department. The incumbent
project award; coordinates with legal counsel to determine City needs and requirements for contractual services; negotiates contracts and agreements and administers same after award.

- Negotiates interagency agreements regarding water, emergency management, wastewater, and storm water issues.
- Reviews and signs engineering documents, contracts, and forms in compliance with the California State Board of Professional Engineers and Land Surveyors.
- Represents the department to other City departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.
- Conducts a variety of departmental organizational and operational studies and investigations; recommends modifications to programs, policies, and procedures as appropriate.
- Participates on and makes presentations to the City Council and a variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of public works and other types of public services as they relate to the area of assignment.
- Maintains and directs the maintenance of working and official departmental files.
- Interacts as City representative with County, Regional Water Quality Control Board, Water Quality District, and other Public Works committees.
- Monitors changes in laws, regulations, and technology that may affect City or departmental operations; implements policy and procedural changes as required.
- Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects as assigned by the City Manager.
- Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Performs other duties as assigned.

QUALIFICATIONS:

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff.
- Public agency budgetary, contract administration, administrative practices, and general principles of risk management related to the functions of the assigned area.
- Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs; principles and practices of municipal government administration.
- Principles and practices of public works and engineering program development, maintenance, and management in a municipal setting.
- Methods, materials, and techniques used in the construction of public works projects.
- Applicable Federal, State, and local laws, codes and regulations.
• Operate modern office equipment including computer equipment and specialized software applications programs.
• Use English effectively to communicate in person, over the telephone, and in writing.
• Use tact, initiative, prudence, and independent judgement within general policy, procedural and legal guidelines.
• Establish, maintain, and foster positive and effective working relations with those contacted in the course of work.

Education and Experience:

*Any combination of training and experience, which would provide the required knowledge, skills, and abilities, is qualifying. A typical way to obtain the required qualifications would be:*

Graduation from an accredited four-year college or university with a Bachelor’s degree in civil engineering and five (5) years of management and/or administrative experience in public works and/or engineering in a municipal setting, including three (3) years of experience in overseeing the development of capital improvement and land development projects.

Licenses and Certificates:

• Possession of, or ability to obtain, a valid California Driver’s License by time of appointment.
• Possess and maintain a Registered Professional Civil Engineer license in the State of California.
• Possess and maintain certification as a Flood Plan Manager.
• Possess and maintain qualification as a SWPPP (Storm Water Pollution Prevention Plans) Developer.

**PHYSICAL DEMANDS:**

Must possess mobility to work in standard office setting and use standard office equipment; including a computer; to operate a motor vehicle to inspect City development sites, and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and close to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighting up to 25 pounds.

**ENVIRONMENTAL ELEMENTS:**

Employees primarily work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to potentially hazardous physical substances.
RESOLUTION NO. 2019-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, FINDING THAT AN EMERGENCY EXISTS WITHIN THE MEANING OF PUBLIC CONTRACT CODE SECTION 22035 WITH RESPECT TO THE SINKHOLES, ROAD FAILURES, AND SLOPE FAILURES ON LIMONITE AVENUE, BETWEEN BAIN STREET AND BEACH STREET (PYRITE CREEK) AND AUTHORIZING THE CITY MANAGER PURSUANT TO PUBLIC CONTRACT CODE SECTIONS 22035 AND 22050 TO ENTER INTO ONE OR MORE CONTRACTS ON BEHALF OF THE CITY TO IMMEDIATELY REPAIR THE DAMAGE AND REPLACE THE ROAD FACILITIES IN AN AMOUNT NOT TO EXCEED $500,000; MAKING OTHER REQUIRED FINDINGS; AND PROVIDING FOR INCIDENTAL MATTERS RELATED THERETO

THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DOES RESOLVE AS FOLLOWS:

Section 1. Recitals. The City Council does hereby find, determine and declare that:

(a) City Staff discovered severe problems with portions of the roadway, underlying soils and surrounding land on Limonite Avenue between Bain Street and Beach Street (Pyrite Creek) consisting of the following: sinkholes; road failures; underlying soil failures; flooding; excessive ground water; and other related problems resulting from these conditions (“Damaged Road”). Limonite Avenue is a major road in the City. It contains one lane of traffic in each direction traversing three quarters of length of the City running east/west and accommodating both local and regional traffic. At this time all lanes of Limonite Avenue are closed between Bain Street and Beach Street (Pyrite Creek) as a result of the Damaged Road. Until the Damaged Road is repaired, traffic will continue to be diverted to other roads in the City thereby placing significant additional traffic on those roads. The adverse impacts of the increased traffic on other roads will only get worse if westbound lanes of Limonite Avenue are closed. Additionally, significant rain is expected over the next week that will intensify and expand the damage to Limonite Avenue unless the Damaged Road is immediately repaired.

(b) Public Contract Code Section 22035 provides.

“(a) In cases of emergency when repair or replacements are necessary, the governing body may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the governing body, by contractor, or by a combination of the two.

(b) In case of an emergency, if notice for bids to let contracts will not be given, the public agency shall comply with Chapter 2.5 (commencing with Section 22050).”
Public Contract Code Section 22050 provides:

“(a) (1) In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.

(2) Before a governing body takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

(b) (1) The governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, city manager, chief engineer, or other nonelected agency officer, the authority to order any action pursuant to paragraph (1) of subdivision (a).

(2) If the public agency has no county administrative officer, city manager, chief engineer, or other nonelected agency officer, the governing body, by a four-fifths vote, may delegate to an elected officer the authority to order any action specified in paragraph (1) of subdivision (a).

(3) If a person with authority delegated pursuant to paragraph (1) or (2) orders any action specified in paragraph (1) of subdivision (a), that person shall report to the governing body, at its next meeting required pursuant to this section, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

(c) (1) If the governing body orders any action specified in subdivision (a), the governing body shall review the emergency action at its next regularly scheduled meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. If the governing body meets weekly, it may review the emergency action in accordance with this paragraph every 14 days.

(2) If a person with authority delegated pursuant to subdivision (b) orders any action specified in paragraph (1) of subdivision (a), the governing body shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless a person with authority delegated pursuant to subdivision (b) has terminated that action prior to the governing body reviewing the emergency action and making a determination pursuant to this subdivision. If the governing body meets weekly, it may, after the initial review, review the emergency action in accordance with this paragraph every 14 days.

(3) When the governing body reviews the emergency action pursuant to paragraph (1) or (2), it shall terminate the action at the earliest possible date that conditions
warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts.

(d) As used in this section, “public agency” has the same meaning as defined in Section 22002.

(e) A three-member governing body may take actions pursuant to subdivision (a), (b), or (c) by a two-thirds vote.

(f) This section applies only to emergency action taken pursuant to Section 22035.”

(d) The City Council adopted Resolution No. 2011-17 electing to become subject to the Uniform Cost Accounting procedures pursuant to Public Contract Code Section 22010. Chapter 3.15 of the Jurupa Valley Municipal Code governs the procedures for public works bidding pursuant to the Uniform Cost Accounting Act, including Section 3.15.070 governing emergency work pursuant to Public Contract Code Section 22050.

**Section 2. Declaration of Emergency.** Pursuant to the authority of Public Contract Code Section 22035 and other applicable law, and based on the facts set forth in Section 1.(a) of this Resolution, the City Council hereby declares that the Damaged Road constitutes an emergency and justifies the emergency work described in this Resolution. The authorizations set forth in this Resolution are necessary to respond to the emergency created by the Damaged Road.

**Section 3. Authority of City Manager to Approve Contracts for Repair of Damaged Road.** The City Council hereby authorizes and directs the City Manager to enter into one or more contracts on behalf of the City to repair or replace portions of the Damaged Road and associated rights of way as a result of the Damaged Road, take any directly related and immediate action required to repair, replace or mitigate the Damaged Road, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts, in a combined amount not to exceed five hundred thousand dollars ($500,000.00). Nothing herein restricts the authority of the City Manager to enter into contracts pursuant to his existing authority under the applicable ordinances and Municipal Code of the City of Jurupa Valley.

**Section 4. Authority of City Engineer to Approve Plans and Designs.** The City Council hereby delegates to the City Engineer the authority to approve plans, specifications and designs for the repair or replacement of the Damaged Road and associated rights of way resulting from the Damaged Road.

**Section 5. Ratification of Staff Actions to Repair Damaged Road.** The City Council hereby ratifies and affirms the actions of the City Manager and City employees and contractors taken so far to repair or replace portions of Damaged Road and associated rights of way as a result of the Damaged Road, any directly related and immediate action required to mitigate the Damaged Road, and procurement of the necessary equipment, services, and supplies for those purposes.

**Section 6. Continued Council Review of the Emergency Work.** The City Council shall review the emergency action at its next regularly scheduled meeting to determine, by a four-
fifths vote, that there is a need to continue the action and to take a similar action at each regularly scheduled meeting thereafter until the emergency is terminated.

**Section 7. Certification.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Jurupa Valley at a regular meeting of said Council held on this 21\textsuperscript{st} day of February, 2019.

________________________________________
Brian Berkson  
Mayor

ATTEST:

________________________________________
Victoria Wasko, CMC  
City Clerk
CERTIFICATION

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

I, Victoria Wasko, CMC, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2019-13 was duly adopted and passed at a meeting of the City Council of the City of Jurupa Valley on the 21st day of February, 2019, by the following votes, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 21st day of February, 2019.

___________________________
Victoria Wasko, CMC, City Clerk
City of Jurupa Valley