REGULAR MEETING AGENDA
OF THE JURUPA VALLEY CITY COUNCIL
Thursday, April 18, 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 ITEMS

B. CITY MANAGER ANNUAL PERFORMANCE EVALUATION. The City Council will meet in closed session pursuant to Government Code Section 54957 to evaluate the performance of the City Manager and establish goals and performance objectives for the next year as required by the City Manager’s Employment Agreement.
C. 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) Robert Taft, Jr., Central Franchise Group, LLC et al. v. City of Jurupa Valley et al. (Riverside County Superior Court Case No. RIC 1902360).

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

   A. 2019 ANNUAL STRINGFELLOW STATUS UPDATE
   B. UPDATE FROM RIVERSIDE COUNTY SHERIFF'S HOMELESS OUTREACH TEAM
   C. PROCLAIMING APRIL AS INNOVATION MONTH
   D. UPDATE ON THE WESTERN COMMUNITY ENERGY PROGRAM

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 COUNCIL MEMBER ORAL/WRITTEN REPORTS REGARDING REGIONAL BOARDS AND COMMISSIONS

A. MAYOR BRIAN BERKSON

1. UPDATE ON THE INTERAGENCY COORDINATING COUNCIL MEETING OF MARCH 29, 2019

2. UPDATE ON THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION MEETING OF APRIL 10, 2019

3. UPDATE ON THE WESTERN COMMUNITY ENERGY JOINT MEETING OF THE BOARD OF DIRECTORS AND TECHNICAL ADVISORY COMMITTEE MEETING OF APRIL 10, 2019

4. UPDATE ON THE METROLINK/SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY MEETING OF APRIL 12, 2019

5. UPDATE ON THE MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE MEETING OF APRIL 18, 2019

B. MAYOR PRO TEM ANTHONY KELLY, JR.

1. UPDATE ON THE NORTHWEST MOSQUITO AND VECTOR CONTROL DISTRICT MEETING OF APRIL 18, 2019

12. CITY MANAGER'S UPDATE

13. APPROVAL OF MINUTES

A. APRIL 4, 2019 REGULAR MEETING

14. 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 $3,677,902.73

Requested Action: That the City Council ratify the check registers dated March 28 and April 4 as well as the payroll registers dated March 27, and April 5, 2019.

C. CONSIDERATION OF STIPEND FOR MEMBERS OF THE TRAFFIC SAFETY COMMITTEE

Requested Action: That the City Council pass and adopt Resolution No. 2019-25, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, CONFIRMING A STIPEND FOR MEMBERS OF THE TRAFFIC SAFETY COMMITTEE

D. ADOPTION OF THE LIST OF PROJECTS FOR FISCAL YEAR 2019-2020 FUNDED BY SENATE BILL 1 AND THE FIVE-YEAR MEASURE ‘A’ LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PROGRAM

1. Requested Action: That the City Council pass and adopt Resolution No. 2019-26, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING A LIST OF PROJECTS FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

2. That the City Council approve the City of Jurupa Valley’s Five-Year Measure “A” Local Streets and Roads Capital Improvement Program for Fiscal Years 2019/2020 through 2023/2024 for the RCTC Measure “A” Local Funds Program.

E. APPROVAL OF AGREEMENT BETWEEN MCGRATH RENTCORP AND THE CITY OF JURUPA VALLEY FOR MAINTENANCE OF CITY PARKWAYS FOR MOBILE MODULAR LOCATED ALONG WINEVILLE AVENUE BETWEEN STATE ROUTE 60 AND MISSION BOULEVARD AND ALONG MISSION BOULEVARD BETWEEN WINEVILLE AVENUE AND THE WESTBOUND ON-RAMP OF STATE ROUTE 60

1. Requested Action: That the City Council approve the agreement between McGrath Rentcorp and the City of Jurupa Valley for maintenance of parkways; and

2. Authorize the City Manager to execute the agreement in substantially the form and format attached to the staff report as approved by the City Attorney.
F. AWARD OF CONSTRUCTION AGREEMENT TO HARDY & HARPER, INC. FOR THE RUBIDOUX BOULEVARD PAVEMENT REHABILITATION, CIP PROJECT NO. 18-A.2

1. That the City Council approve and award a construction agreement to Hardy & Harper, Inc. in the amount of $637,000 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.

G. FINAL STATUS REPORT ON EMERGENCY REPAIRS TO LIMONITE AVENUE ROAD DAMAGE

Requested Action: That the City Council adopt by a 4/5ths vote, Resolution No. 2019-27, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, DETERMINING THAT THE ACTIONS AUTHORIZED BY RESOLUTION NO. 2019-13 FOR THE EMERGENCY REPAIR OF LIMONITE AVENUE, BETWEEN BAIN STREET AND BEACH STREET (PYRITE CREEK) PURSUANT TO PUBLIC CONTRACT CODE SECTION 22050 HAVE BEEN COMPLETED AND THAT THERE IS NO LONGER A NEED FOR THE EMERGENCY AUTHORIZATION

15. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

16. PUBLIC HEARINGS

17. COUNCIL BUSINESS

18. CITY ATTORNEY’S REPORT

19. COUNCIL MEMBER REPORTS AND COMMENTS

20. ADJOURNMENT

Adjourn to the Regular Meeting of May 2, 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 REGULAR MEETING
OF THE JURUPA VALLEY CITY COUNCIL
April 4, 2019

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

1. **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 Berkson called the regular meeting to order at 7:02 p.m. Council Member Micheal Goodland was absent.

2. **INVOCATION** was given by Pastor Manuel Camarena from Riverside Christian Assembly Church.

3. **PLEDGE OF ALLEGIANCE** was led by City Manager Gary Thompson.

4. **APPROVAL OF AGENDA**

   A motion was made by Mayor Pro Tem Anthony Kelly, seconded by Council Member Lorena Barajas, to approve the Agenda with a change to the Agenda to move Item 14.A to prior to the City Manager’s Update.

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

5. **PRESENTATIONS**

6. **PUBLIC APPEARANCE/COMMENTS**

   Eddy Torres, representing Assemblymember Sabrina Cervantes, gave a legislative update. He conveyed an invitation to the grand opening celebration of Huerta del Valle’s second Community Garden at Glen Avon Heritage Park on Saturday, April 6th at 1:00 p.m.

   Shareef Ali stated that he has lived in his home since 2015 which is located just behind Patriot High School. He voiced concern that the nearby religious temple is creating a noise nuisance for the area. He noted that when they hold events there is loud music that lasts into the early morning hours which is disruptive to the neighborhood.
Mayor Berkson asked City staff to look into this matter.

Robert McCallum stated that he is a new resident in the Granite Ridge community. He voiced concern that the only access road to this development is Granite Ridge Road and that road is in dire need of repair. He noted issues with potholes and a lack of curbs and sidewalks. In addition to the poor condition of the road, there are also no soundwalls to reduce the noise from the nearby freeway.

City Manager Gary Thompson advised that Granite Ridge Road is in the CIP and is scheduled to be repaved in the next fiscal year. He advised that soundwalls are the responsibility of the developer and/or Caltrans.

Amy Tompkins stated that she lives in the Serrano Ranch community which sits close to Jurupa Valley High School. She stated that there are several traffic concerns as motorists are maintaining speeds of 40 mph. She would like signage alerting residents about the posted speed limits. She stated that there are two active Airbnb’s in the community and there is also a birthing house in the community.

Mayor Berkson asked Staff to look into this matter.

7. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

Council Member Lorena Barajas welcomed everyone to tonight’s meeting.

Mayor Pro Tem Anthony Kelly announced that the annual Day of the Child event will be held Wednesday, April 17th at the Rubidoux Family Resource Center. The event will feature educational booths and attendees will learn about safety, health, and life skills. He thanked the sponsors of this event which include Healthy Jurupa Valley, Riverside County Public Health Services, and the Jurupa Valley Lions Club. He noted that last year’s event drew over 200 participants.

Mayor Brian Berkson reported on his attendance at the WaBa Grill grand opening event and the selfie mural unveiling in the Rubidoux community.

The following item was taken out of order:

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

A. MAYOR BRIAN BERKSON

1. Mayor Berkson gave an update on the Metrolink / Southern California Regional Rail Authority meeting of March 22, 2019.
2. Mayor Berkson gave an update on the Riverside County Transportation Commission – Western Riverside Programs and Projects Committee meeting of March 25, 2019.

3. Mayor Berkson gave an update on the Riverside County Transportation Commission - Future Funding Ad Hoc Committee meeting of March 25, 2019.

B. MAYOR PRO TEM ANTHONY KELLY, JR.


2. In the absence of Council Member Goodland, Mayor Pro Tem Kelly gave an update on the Western Riverside Council of Governments meeting of April 1, 2019.

C. COUNCIL MEMBER CHRIS BARAJAS

1. Council Member Barajas gave an update on the Western Community Energy Board of Directors meeting of March 27, 2019.

D. COUNCIL MEMBER LORENA BARAJAS

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

8. CITY MANAGER’S UPDATE

City Manager Gary Thompson gave an update on the comments made at the March 21, 2019 meeting by the owner of the Shell Station at Pyrite and Granite Hill. He reported that the homeless encampment across the street has been cleared out and the trash and debris has been removed by the property owner.

9. APPROVAL OF MINUTES

A. MARCH 21, 2019 REGULAR MEETING

A motion was made by Mayor Pro Tem Anthony Kelly, seconded by Council Member Chris Barajas, to approve the Minutes of the March 21, 2019 regular meeting.

Ayes: C. Barajas, B. Berkson, L. Barajas, A. Kelly
Noes: None
Absent: M. Goodland
10. 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 $1,811,382.64

Requested Action: That the City Council ratify the check registers dated March 14 and 21, 2019.

C. ORDINANCE NO. 2019-01

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2019-01, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF JURUPA VALLEY OFFICIAL ZONING MAP CHANGING THE ZONE OF APPROXIMATELY 10.4 COMBINED GROSS ACRES OF REAL PROPERTY LOCATED AT THE INTERSECTION OF CANAL AND OPAL STREETS, NORTH OF STATE ROUTE 60, AND EAST OF PACIFIC AVENUE (APNS: 177-130-007, 177-142-018) FROM ONE (1) FAMILY DWELLINGS (R-1) ZONE TO PLANNED RESIDENTIAL (R-4) ZONE, AND MAKING FINDINGS PURSUANT TO CEQA

D. ORDINANCE NO. 2019-02

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2019-02, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF JURUPA VALLEY OFFICIAL ZONING MAP CHANGING THE ZONE OF APPROXIMATELY 6.74 GROSS ACRES OF REAL PROPERTY LOCATED SOUTH OF THE INTERSECTION OF 30TH STREET AND SIERRA AVENUE (APNS: 177-020-018, 177-020-012, 177-110-005) FROM RURAL RESIDENTIAL (R-R) ZONE TO ONE (1) FAMILY DWELLINGS (R-1) ZONE, AND MAKING FINDINGS PURSUANT TO CEQA
E. APPROVAL OF FIRST AMENDMENT TO AGREEMENT WITH FIRSTCARBON SOLUTIONS CORPORATION FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE PROPOSED “RIO VISTA SPECIFIC PLAN” PROJECT, (CASE NUMBER: MA16045), (APPLICANT: RICHLAND COMMUNITIES)

Requested Action: That the City Council authorize the City Manager to execute the First Amendment to the Agreement with FirstCarbon Solutions Corporation for the preparation of an Environmental Impact Report (EIR) for the proposed “Rio Vista Specific Plan” project in an amount not to exceed $10,250.00, to be funded entirely by the applicant’s advance deposit sufficient to cover the EIR and the City administrative costs.

F. STATUS REPORT ON EMERGENCY REPAIRS TO LIMONITE AVENUE ROAD DAMAGE AND CONTINUED AUTHORIZATION OF EMERGENCY WORK – REMOVED FROM THE CONSENT CALENDAR FOR FURTHER DISCUSSION

Requested Action: That the City Council adopt by a 4/5ths vote, Resolution No. 2019-22, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, DETERMINING THAT THERE IS A NEED TO CONTINUE THE ACTIONS AUTHORIZED BY RESOLUTION NO. 2019-13 FOR THE EMERGENCY REPAIR OF LIMONITE AVENUE, BETWEEN BAIN STREET AND BEACH STREET (PYRITE CREEK) PURSUANT TO PUBLIC CONTRACT CODE SECTION 22050

G. CONSIDERATION OF STIPEND FOR MEMBERS OF THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

Requested Action: That the City Council pass and adopt Resolution No. 2019-23, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, CONFIRMING A STIPEND FOR MEMBERS OF THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

H. ADOPTION OF A RESOLUTION AMENDING THE COUNCIL RULES OF PROCEDURE CONCERNING THE ORDER OF COUNCIL BUSINESS – REMOVED FROM THE CONSENT CALENDAR FOR FURTHER DISCUSSION

Requested Action: That the City Council pass and adopt Resolution No. 2019-24, entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING THE COUNCIL RULES OF PROCEDURE AND ORDER FOR CITY COUNCIL MEETINGS

A motion was made by Council Member Chris Barajas, seconded by Mayor Pro Tem Anthony Kelly, to approve the Consent Calendar, with the exception of Item Nos. 10.F and 10.H, which were removed for further discussion.

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

11. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

F. STATUS REPORT ON EMERGENCY REPAIRS TO LIMONITE AVENUE ROAD DAMAGE AND CONTINUED AUTHORIZATION OF EMERGENCY WORK

Council Member Lorena Barajas requested that Item 10.F be removed from the Consent Calendar for further discussion.

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

A motion was made by Council Member Lorena Barajas, seconded by Council Member Anthony Kelly, to adopt Resolution No. 2019-22, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, DETERMINING THAT THERE IS A NEED TO CONTINUE THE ACTIONS AUTHORIZED BY RESOLUTION NO. 2019-13 FOR THE EMERGENCY REPAIR OF LIMONITE AVENUE, BETWEEN BAIN STREET AND BEACH STREET (PYRITE CREEK) PURSUANT TO PUBLIC CONTRACT CODE SECTION 22050

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

H. ADOPTION OF A RESOLUTION AMENDING THE COUNCIL RULES OF PROCEDURE CONCERNING THE ORDER OF COUNCIL BUSINESS

Council Member Chris Barajas requested that Item 10.H be removed from the Consent Calendar for further discussion. He voiced concern about moving these reports to earlier in the meeting if they were to take up too much time prior to Council Business. Mayor Berkson responded that this time can be used for bullet points. If there are
lengthy reports they can be continued to the end of the meeting under Council Member Reports and Comments.

A motion was made by Council Member Chris Barajas, seconded by Mayor Pro Tem Anthony Kelly, to adopt Resolution No. 2019-24, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING THE COUNCIL RULES OF PROCEDURE AND ORDER FOR CITY COUNCIL MEETINGS

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

12. PUBLIC HEARINGS

13. COUNCIL BUSINESS

A. CONSIDERATION OF CITY COUNCIL ATTENDANCE AT THE 2019 SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) REGIONAL CONFERENCE AND GENERAL ASSEMBLY

Victoria Wasko, City Clerk presented the staff report.

Further discussion followed.

By consensus, the Council appointed Council Member Lorena Barajas as the Delegate and Council Member Micheal Goodland, as the Alternate for the SCAG General Assembly which will be held May 2 – 3, 2019 at the JW Marriott Desert Springs Resort in Palm Desert, CA.

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

15. CITY ATTORNEY’S REPORT

City Attorney Peter Thorson had no report.

16. COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Chris Barajas asked for an update on the Etiwanda Truck Study and the status of future Town Hall meetings.
Council Member Lorena Barajas announced that there will be a free recycling event at Patriot High School on Saturday, April 6th from 8:00 a.m. to 12:00 p.m.

17. ADJOURNMENT

There being no further business before the City Council, Mayor Berkson adjourned the meeting at 7:44 p.m.

The next meeting of the Jurupa Valley City Council will be held April 18, 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: APRIL 18, 2019
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY S. THOMPSON, CITY MANAGER
BY: ALAN KREIMEIER, ADMINISTRATIVE SERVICES DIRECTOR
SUBJECT: AGENDA ITEM NO. 14.B
CHECK REGISTERS

RECOMMENDATION

That the City Council ratify the check registers dated March 28 and April 4 as well as the payroll registers dated March 27, and April 5, 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 April 4, 2019 included a $3,759.59 payment to Chase Card Services. The Statement, with purchase details, is attached herewith.

OTHER INFORMATION

None.

FINANCIAL IMPACT

Check registers:

03/28/19  $ 1,550,432.20
04/04/19  $ 2,079,019.29
Payroll registers:

03/27/19   $ 45,126.63
04/05/19   $ 3,324.61

TOTAL     $ 3,677,902.73

ALTERNATIVES

1. Not ratify the attached check registers.

Prepared by:  Submitted by:

Alan Kreimeier  Gary S. Thompson
Administrative Services Director  City Manager

Attachments:

2. Payroll Registers dated March 27, and April 5, 2019.
3. Chase Card Statement
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Sub total for CHASE BANK: 1,550,432.20
29 checks in this report.

Grand Total All Checks: 1,550,432.20
<table>
<thead>
<tr>
<th>Check #</th>
<th>Date</th>
<th>Vendor</th>
<th>Invoice</th>
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<td>Vendor</td>
<td>Invoice</td>
<td>Inv Date</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
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Sub total for CHASE BANK: 2,079,019.29
33 checks in this report.
## ACCOUNT ACTIVITY

<table>
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<tr>
<th>Date of Transaction</th>
<th>Merchant Name or Transaction Description</th>
<th>$ Amount</th>
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<tbody>
<tr>
<td>03/10</td>
<td>Payment Thank You Image Check</td>
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<td>02/27</td>
<td>VONS #2688 MIRA LOMA CA - Public Works Day</td>
<td>59.76</td>
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<tr>
<td>02/26</td>
<td>Amazon Prime Amzn.com/bill WA - City Amazon Acct.</td>
<td>14.00</td>
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<tr>
<td>02/26</td>
<td>VICKYS RESTAURANT JURUPA VALLEY CA - Public Works Day</td>
<td>116.77</td>
</tr>
<tr>
<td>03/05</td>
<td>Prime Video/Mi7WB6910 888-802-3080 WA - CityAmazon Acct</td>
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<tr>
<td>03/08</td>
<td>JOBS AVAILABLE INC JOBSAVAILABLE CA - Hr Job Posting Svs</td>
<td>479.00</td>
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<tr>
<td>03/16</td>
<td>ZEBRATECHNOLOGIES INTL 847-684-6700 IL - Purchasing Sshers</td>
<td>289.61</td>
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<tr>
<td>03/19</td>
<td>WESTERN CITY MAGAZINE <a href="http://WWW.WESTERNCI">WWW.WESTERNCI</a> CA - Hr Job Posting Svs.</td>
<td>260.00</td>
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<tr>
<td>03/19</td>
<td>WESTERN CITY MAGAZINE <a href="http://WWW.WESTERNCI">WWW.WESTERNCI</a> CA - City Council ICSA Membership Fees</td>
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<tr>
<td>03/20</td>
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<td>03/20</td>
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<td>03/20</td>
<td>ICSC 646-728-3800 NY</td>
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<tr>
<td>03/20</td>
<td>ICSC 646-728-3800 NY</td>
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<td>03/20</td>
<td>ICSC 646-728-3800 NY</td>
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<tr>
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<td>03/13</td>
<td>CALIFORNIA BUILDING OF 916-457-1103 CA - Hr Job Posting Svs.</td>
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<td>AMZN Mktg US/MWAN9E9K0 Amzn.com/bill WA VICTORIA WASIKO</td>
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### 2019 Totals Year-to-Date

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<tr>
<td>Total Interest Charged in 2019</td>
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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.

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<thead>
<tr>
<th>Balance Type</th>
<th>Annual Percentage Rate (APR)</th>
<th>Balance Subject To Interest Rate</th>
<th>Interest Charges</th>
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<tbody>
<tr>
<td>PURCHASES</td>
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<tr>
<td>Purchase</td>
<td>15.49%&lt;sup&gt;(v)&lt;/sup&gt;&lt;br&gt;&lt;sup&gt;(d)&lt;/sup&gt;</td>
<td>- 0%</td>
<td>- 0%</td>
</tr>
<tr>
<td>CASH ADVANCES</td>
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<tr>
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<td>BALANCE TRANSFERS</td>
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<tr>
<td>Balance Transfer</td>
<td>15.49%&lt;sup&gt;(v)&lt;/sup&gt;&lt;br&gt;&lt;sup&gt;(d)&lt;/sup&gt;</td>
<td>- 0%</td>
<td>- 0%</td>
</tr>
</tbody>
</table>

<sup>(v)</sup> = Variable Rate  
<sup>(d)</sup> = Daily Balance Method (Including new transactions)  
<sup>(a)</sup> = Average Daily Balance Method (Including new transactions)
# CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 03/27/19: $45,126.63

## TRANSACTION SUMMARY

<table>
<thead>
<tr>
<th>TOTAL ELECTRONIC FUNDS TRANSFER (EFT)</th>
<th>45,126.63</th>
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</thead>
<tbody>
<tr>
<td>CASH REQUIRED FOR NEGOTIABLE CHECKS &amp;/OR EFT</td>
<td>45,126.63</td>
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<tr>
<td>TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES</td>
<td>9,076.16</td>
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<td>CASH REQUIRED FOR CHECK DATE 03/27/19</td>
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## 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>
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</thead>
<tbody>
<tr>
<td>03/26/19</td>
<td>JPMORGAN CHASE BANK.</td>
<td>xxxxx8176</td>
<td>Direct Deposit</td>
<td>Net Pay Allocations</td>
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<td>JPMORGAN CHASE BANK.</td>
<td>xxxxx8176</td>
<td>Taxpay®</td>
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**EFT FOR 03/26/19**

- Employee Withholdings: Medicare 721.68, Fed Income Tax 5,941.87, CA Income Tax 2,140.68, CA Disability 497.72; Total Withholdings 9,301.95
- Employer Liabilities: Medicare 721.70, CA Unemploy 19.16, CA Emp Train 0.62; Total Liabilities 741.48

**EFT FOR 03/27/19**

- Employee Deductions: 401A Contributions 1,807.51, 401a EE Pretax 2,566.50, 457b EE Catch Up 230.75, 457b EE Pretax 792.25, EE Pretax FSA 180.77; Total Deductions 5,567.78
- Other Items: 401a ER 3,508.38

**TOTAL EFT** 45,126.63

**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>
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<tbody>
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<td>Employee Deductions</td>
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<td></td>
<td>457b EE Catch Up</td>
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<td>401a ER</td>
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Run Date 03/29/19 02:21 PM
# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 04/05/19: $3,324.61**

## TRANSACTION SUMMARY

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<td>CASH REQUIRED FOR CHECK DATE 04/05/19</td>
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## 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>NET Pay Allocations</th>
<th>TOTAL EFT</th>
</tr>
</thead>
<tbody>
<tr>
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<td>JPMORGAN CHASE BANK,</td>
<td>xxxxx8176</td>
<td>Direct Deposit</td>
<td>Net Pay Allocations</td>
<td>2,881.61</td>
<td>3,324.61</td>
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<tr>
<td>04/05/19</td>
<td>JPMORGAN CHASE BANK,</td>
<td>xxxxx8176</td>
<td>Taxpay®</td>
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<td></td>
</tr>
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</table>

| EFT FOR 04/04/19 | 2,881.61 |
|                  |          |

**Employee Withholdings**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Medicare</td>
<td>97.75</td>
</tr>
<tr>
<td>Fed Income Tax</td>
<td>28.33</td>
</tr>
<tr>
<td>CA Disability</td>
<td>67.42</td>
</tr>
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<td><strong>Total Withholdings</strong></td>
<td><strong>193.50</strong></td>
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**Employer Liabilities**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Medicare</td>
<td>97.76</td>
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<tr>
<td>CA Unemploy</td>
<td>147.00</td>
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<tr>
<td>CA Emp Train</td>
<td>4.74</td>
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<td><strong>Total Liabilities</strong></td>
<td><strong>249.50</strong></td>
</tr>
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</table>

| EFT FOR 04/05/19 | 443.00 |
|                  |        |

## 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>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/05/19</td>
<td>Refer to your records for account information</td>
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<td>Payroll</td>
<td>Employee deductions</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>457b EE Pretax</td>
<td>3,554.51</td>
</tr>
<tr>
<td>EE Post-Tax Other In</td>
<td>112.29</td>
</tr>
<tr>
<td>EE Pretax Den Vis Ch</td>
<td>84.00</td>
</tr>
<tr>
<td>EE Pretax FSA</td>
<td>225.00</td>
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<td><strong>Total Deductions</strong></td>
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**City Of Junupa Valley**

Run Date: 04/01/19 09:45 AM

Period Start - End Date: 03/01/19 - 03/31/19

Cash Requirements

Page 1 of 2

CASHREQ
STAFF REPORT

DATE: APRIL 18, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: GARY S. THOMPSON, CITY MANAGER

SUBJECT: AGENDA ITEM NO. 14.C

CONSIDERATION OF STIPEND FOR MEMBERS OF THE TRAFFIC SAFETY COMMITTEE

RECOMMENDATION

1) That the City Council adopt Resolution No. 2019-25, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, CONFIRMING A STIPEND FOR MEMBERS OF THE TRAFFIC SAFETY COMMITTEE

BACKGROUND

At their March 21, 2019 meeting, Council asked Staff to bring back a resolution approving a $50 Stipend for members of the Traffic Safety Committee.

ANALYSIS

Resolution No. 2015-03 established the Traffic Safety Committee and set forth the Procedural Rules and Regulations for the Committee. The duties of the Committee consist of the following:

A. Acts as an advisory body to the City Council on all traffic safety matters relating to:

1. Receives complaints
2. Makes recommendations to improve traffic conditions
3. Reviews plans for improving parking
4. Educates the public in traffic safety
5. Communicates information to the City Council

B. Makes recommendations concerning initiation and implementation of traffic safety programs defined by the California Vehicle Code.

C. Acts as a body to receive complaints and make recommendations on traffic matters.

At their January 17, 2019 meeting, the Council adopted Resolution No. 2019-09 adding members appointed by the City Council. The Traffic Safety Committee consists of eight (8) members. Three (3) members are appointed by the City Manager. Four (4) members and one (1) alternate are appointed by the City Council.

Each member that is appointed by the City Council would receive a stipend of fifty dollars ($50.00) for each meeting he or she attends effective April 18, 2019. The proposed Resolution ratifies the action of the City Council on April 18, 2019 establishing this stipend for members of the Traffic Safety Committee.

FINANCIAL IMPACT

The stipend for the five members of the Traffic Safety Committee who are appointed by the City Council would be a total of $250 per meeting.

Submitted by:

Gary Thompson
City Manager

Reviewed by:

Reviewed by:

Alan Kreimeier
Director of Administrative Services

Reviewed by:

Peter M. Thorson
City Attorney

Attachments:

1. Proposed Resolution
RESOLUTION NO. 2019-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, CONFIRMING A STIPEND FOR MEMBERS OF THE TRAFFIC SAFETY COMMITTEE

THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council of the City of Jurupa Valley does hereby find, determine and declare that:

Resolution No. 2015-03 established the Traffic Safety Committee and set forth the Procedural Rules and Regulations for the Committee. The duties of the Committee consist of the following:

A. Acts as an advisory body to the City Council on all traffic safety matters relating to:
   1. Receives complaints
   2. Makes recommendations to improve traffic conditions
   3. Reviews plans for improving parking
   4. Educates the public in traffic safety
   5. Communicates information to the City Council

B. Makes recommendations concerning initiation and implementation of traffic safety programs defined by the California Vehicle Code.

C. Acts as a body to receive complaints and make recommendations on traffic matters.

Section 2. Each member that is appointed by the City Council would receive a stipend of fifty dollars ($50.00) for each meeting he or she attends effective April 18, 2019. The proposed Resolution ratifies the action of the City Council on April 18, 2019 establishing this stipend for members of the Traffic Safety Committee.

Section 3. 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 on this 18th day of April, 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, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2019-25 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 18th day of April, 2019 by the following vote, 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, on the 18th day of April, 2019.

________________________________
Victoria Wasko, City Clerk
City of Jurupa Valley
STAFF REPORT

DATE: APRIL 18, 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. 14.D

ADPTION OF THE LIST OF PROJECTS FOR FISCAL YEAR 2019-2020 FUNDED BY SENATE BILL 1 AND THE FIVE-YEAR MEASURE ‘A’ LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PROGRAM

RECOMMENDATION

1) That the City Council adopt Resolution No. 2019-26, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING A LIST OF PROJECTS FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

2) That the City Council approve the City of Jurupa Valley’s Five-Year Measure “A” Local Streets and Roads Capital Improvement Program for Fiscal Years 2019/2020 through 2023/2024 for the RCTC Measure “A” Local Funds Program.

BACKGROUND

The City’s street system connects over 45 square miles of residential, commercial, industrial, urban, rural and transitional uses. This network consists of over 300 centerline miles and more than 700 lane miles of streets that the City is responsible to maintain.

In the past, capital funding for new projects has been available from primarily 2 sources; Motor Vehicle Fuel Tax (Gas Tax) and Measure “A” local streets allocations. Two years ago a significant new source of transportation funding was introduced with the adoption of Senate Bill 1 (SB1). SB1 provides an additional allocation through the Road Maintenance and Rehabilitation Account (RMRA), specifically for road maintenance and rehabilitation, safety projects and complete street components.
ANALYSIS

RMRA Projects

The California Transportation Commission (CTC) Resolution G-18-08 specifies that local cities, prior to receiving their apportionment of RMRA funding, submit a list of projects proposed to be funded by RMRA for the applicable fiscal year.

The City is expected to receive approximately $1,755,367 of RMRA funding in FY 2019/2020. There are two projects included in the FY 2019/2020 program year funded with RMRA are as follows:

- Granite Hill Drive Pavement Rehabilitation
  - Pyrite to Edgewood Point
  - Includes roughly 4,700 linear feet of pavement rehabilitation or reconstruction as well as signing and striping
  - Estimated useful life of 10-20 years
  - Anticipated construction in Q1 2020

- Corey Street and Kennedy Street Pavement Rehabilitation
  - Kennedy St – Archer to Corey, Corey St – Kennedy to Limonite
  - Includes roughly 3,900 linear feet of pavement rehabilitation or reconstruction as well as signing and striping
  - Estimated useful life of 10-20 years
  - Anticipated construction in Q4 2019

Measure ‘A’ CIP

The Riverside County Transportation Commission (RCTC) Ordinance No. 02-001 (Transportation Expenditure Plan and Retail Transaction and Use Tax Ordinance), as enacted pursuant to Division 25 of the Public Utilities Code, specifies that local cities and the county must annually submit a 5-year Measure “A” CIP to receive Measure “A” funds. The program is subject to amendment by RCTC.

Staff has prepared the City of Jurupa Valley’s Measure “A” Local Streets and Roads Five-Year Capital Improvement Program for FY 2019/2020 through FY 2023/2024. This 5-year plan is attached.

Shown below is RCTC’s estimated allocation to Jurupa Valley for each of the next 5 years.

<table>
<thead>
<tr>
<th>YEAR</th>
<th>EST AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 19/20</td>
<td>$2,221,000</td>
</tr>
<tr>
<td>FY 20/21</td>
<td>$2,277,000</td>
</tr>
<tr>
<td>FY 21/22</td>
<td>$2,334,000</td>
</tr>
<tr>
<td>FY 22/23</td>
<td>$2,392,000</td>
</tr>
<tr>
<td>FY 23/24</td>
<td>$2,452,000</td>
</tr>
</tbody>
</table>
Measure “A” funds can only be used for transportation related purposes and may be used to provide required City matching funds for other federal and state transportation grants.

The projects included in the City’s FY 19/20 Measure “A” Five-Year CIP satisfy the requirements of RCTC Ordinance No. 02-001 and meet all criteria for Measure “A” funding.

FINANCIAL IMPACT

These budgets do not require any General Fund monies.

ALTERNATIVES

1) Do not approve the two proposed projects to be funded with RMRA in FY 2019/2020.
2) Do not approve the Five-year Measure “A” CIP for FY 2019/2020 through FY 2023/2024.
3) Provide alternative direction to staff.

**************************** SIGNATURES ON FOLLOWING PAGE ***********************
Prepared by:

Chase Keys  
CIP Manager

Reviewed by:

Alan Creimeier  
Administrative Services Director

Approved as to form:

Peter Thorson  
City Attorney

Reviewed by:

Submitted by:

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

George A. Wentz  
Deputy City Manager

Gary S. Thompson  
City Manager

Attachments:

A. Measure "A" Five-Year CIP for FY 2019/2020 through FY 2023/2024
B. Resolution No. 2019-26
**MEASURE A**
**LOCAL STREETS AND ROADS PROGRAM**

**FY 2019/20**

**Agency:** JURUPA VALLEY  
**Prepared by:** CHASE KEYS  
**Phone #:** 951-332-6464  
**Date:** 4/1/2019

**FY 2017/18 Audited Measure A Balance:** $120,195  
**FY 2018/19 (Revised) Measure A Revenue:** 2,123,000  
**FY 2018/19 Project Status Report expenses:** 2,017,975  
**Estimated Prior Year Measure A Balance:** 225,220  
**Estimated FY 2019/20 Measure A Allocation:** 2,221,000  
**Estimated Measure A Available for FY 2019/20 Projects:** $2,446,220

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Project Name / Limits</th>
<th>Project Type</th>
<th>Total Project Cost</th>
<th>Measure A Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019/20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2020-01</td>
<td>Limonite Ave Widening, Elitwanda to Bain - Debt Service</td>
<td>Roadway Widening</td>
<td>$183,500</td>
<td>$183,500</td>
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<tr>
<td>2020-02</td>
<td>Mission Blvd Bridge, Crossing Santa Ana River</td>
<td>Bridge Reconstruction</td>
<td>$265,000</td>
<td>$265,000</td>
</tr>
<tr>
<td>2020-03</td>
<td>Bain St Pavement Rehabilitation, Jurupa to Bellegrave</td>
<td>Pavement Rehab.</td>
<td>$40,000</td>
<td>$40,000</td>
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<tr>
<td>2020-04</td>
<td>Pedley Rd Improvement Project, Limonite to Jurupa</td>
<td>Intersection Improvements</td>
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<td>$75,000</td>
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<td>2020-05</td>
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<td>Pavement Rehab.</td>
<td>$1,057,350</td>
<td>$1,057,350</td>
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<tr>
<td>2020-06</td>
<td>2019-2020 Pavement Maintenance (Slurry/Crack Seal), Locations TBD</td>
<td>Pavement Maint.</td>
<td>$600,000</td>
<td>$300,000</td>
</tr>
<tr>
<td>2020-07</td>
<td>Sunnyslope Area SR2S Sidewalk Gap Closure</td>
<td>Sidewalks</td>
<td>$2,000</td>
<td>$1,000</td>
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<tr>
<td>2020-08</td>
<td>Citywide Guardrail Replacement</td>
<td>Guardrail</td>
<td>$50,000</td>
<td>$50,000</td>
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<tr>
<td>2020-09</td>
<td>Citywide Retroreflectivity Testing</td>
<td>Study</td>
<td>$30,000</td>
<td>$30,000</td>
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<tr>
<td>2020-10</td>
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<td>Inter-fund Transfer</td>
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<td>$111,050</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$3,475,400</strong></td>
<td><strong>$2,112,900</strong></td>
</tr>
</tbody>
</table>
## MEASURE A
### LOCAL STREETS AND ROADS PROGRAM

#### FY 2020/21

**Agency:** JURUPA VALLEY  
**Prepared by:** CHASE KEYS  
**Phone #:** 951-332-6464  
**Date:** 4/1/2019

**Estimated Prior Year Measure A Balance:** $333,320  
**Estimated FY 2020/21 Measure A Allocation:** $2,277,000  
**Estimated Measure A Available for FY 2020/21 Projects:** $2,610,320

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Project Name / Limits</th>
<th>Project Type</th>
<th>Total Project Cost</th>
<th>Measure A Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020/21</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2021-01</td>
<td>Mission Blvd Bridge, Crossing Santa Ana River</td>
<td>Bridge Reconstruction</td>
<td>$265,000</td>
<td>$265,000</td>
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<tr>
<td></td>
<td>Certificates of Participation (COP) Series 2016A - Debt Service</td>
<td>Pavement Rehab.</td>
<td>$1,059,400</td>
<td>$1,059,400</td>
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<tr>
<td>2021-02</td>
<td>Sunnyslope Area SR2S Sidewalk Gap Closure</td>
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<td>$43,000</td>
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<tr>
<td>2021-03</td>
<td>Mission Blvd Pavement Rehabilitation - Ph. 1, Limits TBD</td>
<td>Pavement Rehab.</td>
<td>$1,600,000</td>
<td>$300,000</td>
</tr>
<tr>
<td>2021-05</td>
<td>Van Buren Blvd Pavement Rehabilitation - Ph. 3, Bellegrave to Etiwanda 2020-2021 Pavement</td>
<td>Pavement Rehab.</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>2021-06</td>
<td>Maintenance (Slurry/Crack Seal), Locations TBD</td>
<td>Pavement Maint.</td>
<td>$400,000</td>
<td>$400,000</td>
</tr>
<tr>
<td>2021-07</td>
<td>Citywide Guardrail Replacement</td>
<td>Guardrail</td>
<td>$30,000</td>
<td>$30,000</td>
</tr>
<tr>
<td>2021-08</td>
<td>5% Overhead/Administration</td>
<td>Inter-fund Transfer</td>
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<tr>
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<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$3,999,250</strong></td>
<td><strong>$2,311,250</strong></td>
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</table>
## FY 2021/22

**Estimated Prior Year Measure A Balance:** $299,070  
**Estimated FY 2021/22 Measure A Allocation:** 2,334,000  
**Estimated Measure A Available for FY 2021/22 Projects:** $2,633,070

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Project Name / Limits</th>
<th>Project Type</th>
<th>Total Project Cost</th>
<th>Measure A Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2021/22</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2022-01</td>
<td>Mission Blvd Bridge, Crossing Santa Ana River</td>
<td>Bridge Reconstruction</td>
<td>$265,000</td>
<td>$265,000</td>
</tr>
<tr>
<td></td>
<td>Certificates of Participation (COP) Series 2016A - Debt Service</td>
<td>Pavement Rehab.</td>
<td>$1,057,800</td>
<td>$1,057,800</td>
</tr>
<tr>
<td>2022-02</td>
<td>Sunnyslope Area SR2S Sidewalk Gap Closure</td>
<td>Sidewalks</td>
<td>$2,740,000</td>
<td>$274,000</td>
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<tr>
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<td>Mission Blvd Pavement Rehabilitation - Ph. 2, Limits TBD 2021-2022 Pavement</td>
<td>Pavement Rehab.</td>
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<td>Pavement Maint.</td>
<td>$400,000</td>
<td>$400,000</td>
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<tr>
<td>2022-06</td>
<td>5% Overhead/Administration</td>
<td>Inter-fund Transfer</td>
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<td>$116,700</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$6,329,500</strong></td>
<td><strong>$2,463,500</strong></td>
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</tbody>
</table>
# Measure A Local Streets and Roads Program

**Agency:** JURUPA VALLEY  
**Prepared by:** CHASE KEYS  
**Phone #:** 951-332-6464  
**Date:** 4/1/2019

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Project Name / Limits</th>
<th>Project Type</th>
<th>Total Project Cost</th>
<th>Measure A Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022/23</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2023-01</td>
<td>Certificates of Participation (COP) Series 2016A - Debt Service Mission Blvd Pavement Rehabilitation - Ph. 3, Limits TBD 2021-2022 Pavement Maintenance (Slurry/Crack Seal), Locations TBD</td>
<td>Pavement Rehab.</td>
<td>$1,060,000</td>
<td>$1,060,000</td>
</tr>
<tr>
<td>2023-02</td>
<td>Mission Blvd Pavement Rehabilitation - Ph. 3, Limits TBD</td>
<td>Pavement Rehab.</td>
<td>$1,900,000</td>
<td>$500,000</td>
</tr>
<tr>
<td>2023-03</td>
<td>Maintenance (Slurry/Crack Seal), Locations TBD 5% Overhead/Administration</td>
<td>Pavement Maint.</td>
<td>$400,000</td>
<td>$400,000</td>
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<td>2023-04</td>
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<td>Inter-fund Transfer</td>
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<td>$119,600</td>
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<td></td>
<td></td>
<td><strong>$3,479,600</strong></td>
<td><strong>$2,079,600</strong></td>
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</table>

**Estimated Prior Year Measure A Balance:** $169,570  
**Estimated FY 2022/23 Measure A Allocation:** $2,392,000  
**Estimated Measure A Available for FY 2022/23 Projects:** $2,561,570
## FY 2023/24

Agency: JURUPA VALLEY  
Prepared by: CHASE KEYS  
Phone #: 951-332-6464  
Date: 4/1/2019

Estimated Prior Year Measure A Balance: $481,970  
Estimated FY 2023/24 Measure A Allocation: $2,452,000  
Estimated Measure A Available for FY 2023/24 Projects: $2,933,970

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Project Name / Limits</th>
<th>Project Type</th>
<th>Total Project Cost</th>
<th>Measure A Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023/24</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2024-01</td>
<td>Certificates of Participation (COP) Series 2016A - Debt Service 2021-2022 Pavement</td>
<td>Pavement Rehab.</td>
<td>$1,055,800</td>
<td>$1,055,800</td>
</tr>
<tr>
<td>2024-02</td>
<td>Maintenance (Slurry/Crack Seal), Locations TBD Van Buren Blvd Pavement Rehabilitation - Ph. 3, Bellegrave to Etiwanda</td>
<td>Pavement Maint.</td>
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<td>$400,000</td>
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<tr>
<td>2024-03</td>
<td>5% Overhead/Administration</td>
<td>Inter-fund Transfer</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$2,578,400</td>
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TOTAL
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Project Name / Limits</th>
<th>Project Type</th>
<th>Total Cost</th>
<th>Anticipated Measure A Funds Expended (Est thru 6/30/2019)</th>
<th>Estimated/Actual Completion</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019.1</td>
<td>Limonite Ave Widening, Etiwanda to Bain - Debt Service</td>
<td>Roadway Widening</td>
<td>$183,500</td>
<td>$183,500</td>
<td>NA</td>
<td>Complete</td>
</tr>
<tr>
<td>2019.2</td>
<td>Mission Blvd Bridge, Crossing over Santa Ana River</td>
<td>Bridge Reconstruction</td>
<td>$54,000</td>
<td>$54,000</td>
<td>6/30/2023</td>
<td>PA/ED</td>
</tr>
<tr>
<td>2019.3</td>
<td>Jurupa Valley High School SR2S, Martin, 48th and Troth</td>
<td>SR2S</td>
<td>$1,007,000</td>
<td>$280,039</td>
<td>4/30/2019</td>
<td>Complete</td>
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<tr>
<td>2019.4</td>
<td>Certificates of Participation (COP) Series 2016A - Debt Service</td>
<td>Pavement Rehab.</td>
<td>$1,059,700</td>
<td>$1,059,700</td>
<td>NA</td>
<td>Complete</td>
</tr>
<tr>
<td>2019.5</td>
<td>2018-2019 Pavement Maintenance (Slurry/Crack Seal)</td>
<td>Pavement Maint.</td>
<td>$414,000</td>
<td>$300,000</td>
<td>11/31/18</td>
<td>Complete</td>
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<td>2019.6</td>
<td>Pedley Rd Improvement Project</td>
<td>Intersection Widening</td>
<td>$201,321</td>
<td>$73,940</td>
<td>6/30/2019</td>
<td>PS&amp;E</td>
</tr>
<tr>
<td>2019.7</td>
<td>Market St Bridge Analysis</td>
<td>Bridge Safety Analysis</td>
<td>$62,700</td>
<td>$62,700</td>
<td>NA</td>
<td>Underway</td>
</tr>
<tr>
<td>Overhead/Administration</td>
<td>Inter-fund Transfer Per Measure A</td>
<td>$ 4,096</td>
<td>$ 4,096</td>
<td>NA</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td>---------------------------------</td>
<td>---------</td>
<td>---------</td>
<td>----</td>
<td>----</td>
<td></td>
</tr>
<tr>
<td>2019.8</td>
<td></td>
<td></td>
<td></td>
<td>2,986,317</td>
<td>2,017,975</td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2019-26


WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated $1,755,367 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

WHEREAS, this is the third year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate 325,000 SF of pavement with two projects throughout the City this year and many similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City’s streets and roads are in an “good” condition and this revenue will help us
increase the overall quality of our road system and over the next decade will bring our streets and roads into a “excellent” condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Jurupa Valley, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following list of proposed projects will be funded in-part or solely with fiscal year 2019-20 Road Maintenance and Rehabilitation Account revenues:

   • Granite Hill Drive Pavement Rehabilitation
     o Pyrite to Edgewood Point
     o Includes roughly 4,700 linear feet of pavement rehabilitation or reconstruction as well as signing and striping
     o Estimated useful life of 10-20 years
     o Anticipated construction in Q1 2020

   • Corey Street and Kennedy Street Pavement Rehabilitation
     o Kennedy St – Archer to Corey, Corey St – Kennedy to Limonite
     o Includes roughly 3,900 linear feet of pavement rehabilitation or reconstruction as well as signing and striping
     o Estimated useful life of 10-20 years
     o Anticipated construction in Q4 2019

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Jurupa Valley on this 18th day of April, 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, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2019-26 was duly adopted and passed at a meeting of the City Council of the City of Jurupa Valley on the 18th day of April, 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 18th day of April, 2019.

Victoria Wasko, City Clerk
City of Jurupa Valley
STAFF REPORT

DATE: APRIL 18, 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. 14.E

APPROVAL OF AGREEMENT BETWEEN MCGRATH RENTCORP AND THE CITY OF JURUPA VALLEY FOR MAINTENANCE OF CITY PARKWAYS FOR MOBILE MODULAR LOCATED ALONG WINEVILLE AVENUE BETWEEN STATE ROUTE 60 AND MISSION BOULEVARD AND ALONG MISSION BOULEVARD BETWEEN WINEVILLE AVENUE AND THE WESTBOUND ON-RAMP OF STATE ROUTE 60

RECOMMENDATION

1. That the City Council approve the agreement between McGrath Rentcorp and the City of Jurupa Valley for maintenance of parkways; and

2. Authorize the City Manager to execute the agreement in substantially the form and format attached and as approved by the City Attorney.

BACKGROUND

McGrath Rentcorp is the owner of the property located north of State Route 60, south of Mission Boulevard, east of Wineville Avenue and west of Etiwanda Avenue, made up of 20 parcels (APN 156-140-032 and 156-140-020 thru -038). The Owner was granted a site development permit for the development of a 6,600 sq. ft. sales office building. As part of the development, the Owner is required to improve the City parkway area along their property along Wineville Avenue and Mission Boulevard.

ANALYSIS

As a condition of approval for this project, the Owner is required to improve the parkway fronting the property. The Owner is responsible for the improvement of the parkways pursuant to this Agreement and the conditions of approval of the Land Use Entitlements. The Owner will be responsible for maintenance of the landscaping, the irrigation system, and any related costs.
OTHER INFORMATION
The City Attorney has approved the Agreement as to form.

Previous Actions:
- None

FINANCIAL IMPACT
There is no impact to the General Fund with approval of this agreement.

ALTERNATIVES
1. Do not approve Agreement as recommended.
2. Provide alternate direction to staff.

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

1) Agreement for Landscaping and Maintenance of City Right of Way for Mobile Modular.
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley CA 92509

Attn: City Clerk

AGREEMENT FOR MAINTENANCE OF CITY PARKWAYS
FOR INDIVIDUAL COMMERCIAL/INDUSTRIAL PROPERTIES

THIS AGREEMENT is made and effective as of November 19, 2018, between
the City of Jurupa Valley ("City") and McGrath Rentcorp ("Owner"), collectively the parties, in
consideration of the mutual covenants and agreements contained herein and other good and
valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the
parties do hereby agree as follows:

1. Recitals. This Agreement is entered into for the following purposes and based on
the following facts that the parties hereto agree to be true and correct:

A. Owner is the Owner and developer of that property that is described and depicted
on Exhibit "A," attached hereto and incorporated herein by this reference as though set forth in
full, and generally located at the southeast corner of Mission Blvd. and Wineville Ave., Jurupa
Valley, California ("Property").

B. Certain parkways belonging to the City within its rights of way are located
contiguous to or within the Property and are depicted on Exhibit "B," attached hereto and
incorporated herein by this reference as though set forth in full ("Parkways").

C. Owner has received the land use entitlements for the Property ("Land Use
Entitlements"):  
   1) Plot Plan No. 13791
D. Owner desires to improve such Parkways as a method of enhancing the value of the property and as a means of complying with the conditions of approval that are part of the Land Use Entitlements.

E. The Owner and the CITY desire to establish an agreement respecting the permanent installation and maintenance of landscaping on such Parkways

2. **Duties of the Owner.** Owner shall improve the Parkways by landscaping the Parkways in a clean and attractive manner pursuant to this Agreement and the conditions of approval of the Land Use Entitlements.

   A. Owner shall submit to the City Engineer a plan showing the proposed landscaping, irrigation systems and other parkway improvement that shall comply with the requirements of the Land Use Entitlements, Riverside County Ordinance No. 461, as adopted by the City, and City of Jurupa Valley’s Standard Right of Way Landscaping Requirements, as they now exist or may hereafter be enacted or amended, which requirements are incorporated herein by this reference (the “Landscape Plan”).

   B. City Engineer shall approve the Landscape Plan in writing prior to commencement of any landscaping work in the Parkways.

   C. During construction and installation and following the completion of the installation of the elements of the Landscape Plan, Owner shall maintain the Parkways in a clean and attractive condition and replace and damaged or dead vegetation in compliance with the Landscape Plan.

   D. The Owner shall be solely responsible for the costs and expenses involved in the construction, installation and maintenance of the Landscape Plan with no cost or expense to the City. Owner shall obtain all required grading, building and other permits from City and other applicable public agencies.

   E. Owner shall comply with all federal, State and local laws and ordinances with respect the work necessary to complete the improvements approved by the Landscaping Plan.

3. **Indemnification; Insurance.** Owner agrees to defend, indemnify and save the City, its elected officials, employees and authorized agents, officers, representative and employees, harmless from and against any and all penalties, liabilities or loss resulting from claims or court action and arising out of any accident, loss or damage to persons or property, including reasonable attorney fees, happening or occurring as a proximate result of any work or maintenance undertaken pursuant to this Agreement, inducting any allegation that the landscaping or work caused, or contributed to causing, death or injury to person or property.

   A. Owner shall notify the City within three (3) business days of any claim regarding personal injury or property damage on the Parkway.

   B. Owner shall maintain liability insurance with general liability coverage of not less than two million dollars ($2,000,000) naming the City, its elected officials, employees and authorized agents, officers, representative and employees, as additional insured. Owner shall
provide City with a Certificate of Insurance each time the policy changes. City Manager may increase the insurance coverage every three (3) years from the date of this Agreement in such an amount as necessary to maintain reasonable and customary coverages for such insurance upon thirty (30) days prior written notice to the Owner.

4. **Relocation.** Within a reasonable period of time, as specified in writing by City Engineer, Owner shall remove and restore the Landscaping, at its own expense, following written notification by City that such relocation is necessary to make way for a proper governmental use or disposition of the Parkway, including but not limited to, change in grade, widening of roadway, median construction, utility construction, and similar changes in the right of way. Owner covenants that it shall cooperate with the City for the purpose of accommodating such construction.

5. **General.**

   A. **Amendments.** Any amendments to this Agreement shall be made only by the written approval of both of the parties hereto.

   B. **California Law.** It is the intention of the parties that the laws of the State of California govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties.

   C. **Covenants Binding on Successors in Interest.** Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto. These covenants, conditions, and restrictions shall run with the Property and shall be binding upon, and inure to the benefit of, the City, Parkway and adjacent and nearby City properties, and all portions thereof, and any interest therein, and shall be binding upon, and inure to the benefit of, all parties having or acquiring any right, title or interest in the Parkway or any portion thereof, and are imposed upon the Property and every part thereof as equitable servitudes in favor of each and every portion thereof.

   D. **Subordination.** Owner warrants and represent to City that there are no persons who have a deed of trust or other lien on the Property, except for property taxes.

   E. **No Third Party Beneficiaries.** This Agreement is not intended to, and shall not be construed to, create any right on the part of a third Party nor does it create any private right of action for any third Party nor permit any third Party to bring an action to enforce any of its terms.

   F. **Good Faith and Further Acts.** In exercising their respective rights and performing their respective obligations, the Parties agree to exercise good faith and fair dealing toward one another so that the purposes of this Agreement can be achieved. The Parties will take such additional steps and sign such additional documents as may be reasonably necessary to achieve the purposes of this Agreement.

   G. **Authority.** The persons signing below warrant and represent that they have the requisite authority to bind the entities on whose behalf they are signing.
H. **Integrated Agreement.** This agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and there are no agreements, undertakings, restrictions, or warranties among the parties other than those set forth herein and herein provided for.

I. **No Agency or Joint Venture.** The terms and provisions of this Agreement shall not cause the parties hereto or any of each parties' agents, consultants, contractors or other providers of professional services to be construed in any manner whatsoever as partners, joint venturers or agents of each other in the performance of their respective duties and obligations under this Agreement, or subject either party to this Agreement to any obligation, loss, charge or expense of the other party to this Agreement.

J. **Time of Essence.** Time is expressly made of the essence of each and every provision of this Agreement.

K. **Remedies.** No remedy or election hereunder shall be deemed to be exclusive but shall, wherever possible, be cumulative with all other remedies at or in equity.

L. **Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Venue for any action arising directly or indirectly under this Agreement shall be in the Superior Court of Riverside County, California.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF JURUPA VALLEY

__________________________
Gary Thompson
City Manager

ATTEST:

__________________________
Victoria Wasko, CMC
City Clerk

APPROVED AS TO FORM

__________________________
Peter M. Thorson
City Attorney
OWNER

McGrath Rentcorp

By: JEFFREY L. HEITMANN
Name: JEFFREY L. HEITMANN
Title: DIRECTOR, SOUTHERN, CALIFORNIA

By: M QUIT
Name: M QUIT
Title: VP Legal
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 Riverside )

On November 22, 2013, before me, Karina Ojeda-Reyes, (insert name and title of the officer)
Notary Public, personally appeared Melodie K. Craft, 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: Karina Ojeda-Reyes (Seal)
State of California
County of Riverside

On November 26, 2018, before me, Karina Olivia Reyes,

(insert name and title of the officer)

Notary Public, personally appeared Jeffrey W. Heintzman, 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 Karina Olivia Reyes (Seal)
EXHIBIT “A”
OWNER’S PROPERTY
LEGAL DESCRIPTION

PARCELS 1 THROUGH 20 AND LETTERED LOT “A” (WINEVILLE ROAD), AS SHOWN BY PARCEL MAP 22489, ON FILE IN BOOK 162 PAGES 13 THROUGH 17, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH LETTERED LOT “B” (TOWN CENTER DRIVE), LOT “C” (ISLAND AVENUE) AND LOT “D” (ALTA CENTER DRIVE), AS SHOWN BY PARCEL MAP 22489, ON FILE IN BOOK 162 PAGES 13 THROUGH 17, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS THE SAME WAS VACATED PURSUANT TO THAT CERTAIN DOCUMENT ENTITLED RESOLUTION NO. 94-022, RECORDED APRIL 13, 1994 AS INSTRUMENT NO. 154281 OF OFFICIAL RECORDS.
EXHIBIT "B"
PARKWAYS
LEGAL DESCRIPTION

THE EASTERLY 12.00 FEET OF LOT "A" (WINEVILLE ROAD) ABUTTING PARCELS 8 THROUGH 11, INCLUSIVE, EXCEPTING THEREFROM THE 126.00 FEET ABUTTING LOT "B" (TOWN CENTER DRIVE, VACATED), TOGETHER WITH THE SOUTHWESTERLY 8.00 FEET OF MISSION BOULEVARD (26.00 FEET SOUTHWESTERLY OF THE EASTBOUND CENTERLINE) ABUTTING PARCELS 1 THROUGH 8, INCLUSIVE, PARCEL 20 AND SAID LOT "A", EXCEPTING THEREFROM THE 46.00 FEET ABUTTING LOT "B" (TOWN CENTER DRIVE, VACATED), OF PARCEL MAP 22489, ON FILE IN BOOK 162 PAGES 13 THROUGH 17, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.
STAFF REPORT

DATE: APRIL 18, 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. 14.F

AWARD CONSTRUCTION AGREEMENT TO HARDY & HARPER, 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 Hardy & Harper, Inc. in the amount of $637,000 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 in such final form 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 this bid package on March 8, 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 March 12, 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. Four (4) bids were received on March 28, 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. Hardy & Harper, Inc. submitted the lowest cumulative bid totaling $874,000 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. Hardy &amp; Harper, Inc.</td>
<td>$637,000.00</td>
<td>$237,000.00</td>
<td>$874,000.00</td>
</tr>
<tr>
<td>2. ONYX Paving Company, Inc.</td>
<td>$696,000.00</td>
<td>$230,000.00</td>
<td>$926,000.00</td>
</tr>
<tr>
<td>3. All American Asphalt, Inc.</td>
<td>$702,770.00</td>
<td>$255,000.00</td>
<td>$957,770.00</td>
</tr>
<tr>
<td>4. R.J. Noble Company</td>
<td>$810,230.00</td>
<td>$277,822.50</td>
<td>$1,088,052.50</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 $55,000.
OTHER INFORMATION

Previous Actions:

- February 21, 2019 – The City Council rejected all bids from the previously submitted bid advertisement and results. This was necessary due to missing documentation required by the Department of Housing and Urban Development (HUD).

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</td>
<td>RMRA</td>
</tr>
<tr>
<td>$875,000</td>
<td>$95,000</td>
</tr>
<tr>
<td>CDBG</td>
<td>$690,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>Total</strong></td>
</tr>
<tr>
<td><strong>$875,000</strong></td>
<td><strong>$785,000</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 Hardy & Harper, Inc. as recommended are as follows:

- Project Admin/Bid Package Preparation: $50,000.00
- Construction Contract: $637,000.00
- Contingency (5%): $31,850.00
- Construction Support Services: $55,000.00

**Total Project Cost**: $773,850.00

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
CIP Manager

Reviewed by:

Alan Kreimeier
Administrative Services Director

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 18th day of April, 2019, by and between the City of Jurupa Valley, a municipal corporation, hereinafter called the "City" and Hardy & Harper, 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 thirty seven thousand dollars. ($637,000.00), 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
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
PROJECT NO. 18-A.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. **Labor Standards and Prevailing Wages.** The Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S. Department of Housing and Urban Development’s Federal Labor Standards Provisions (HUD 4010), incorporated as Exhibit B-1 in Appendix E.

The Contractor acknowledges that work under this contract is subject to the payment of prevailing wages pursuant to Section 1770 and 1773 et seq. of the Labor Code of the State of California, the Director of Industrial Relations (State Prevailing Wages), and the U.S. Department of Housing and Urban Development’s Federal Labor Standards Provisions (Davis-Bacon Act Prevailing Wages). The Contractor to whom the contract is awarded, and all subcontractors under him, shall pay the higher of the Federal or State prevailing wage rate for any given classification employed in the performance of this contract.

The Federal wage decision is the one in effect ten (10) days prior to bid opening; it is available online at: https://www.wdol.gov/wdol/scafies/davisesbacon/ca.html. The State wage decision is available online at: https://www.dir.ca.gov/opr1/DPreWageDetermination.htm.

Contractor acknowledges that the applicable Wage Determination for this project is:

**General Decision Number:** CA 190025 02/15/2019 CA25
**Modification Number:** 2
**Date:** 02/15/2019

Agreement - 3
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.

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

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.

Contractor shall comply with the Conflict of Interest provisions, as applicable, in accordance with 2 CFR Part 200.112 and 24 CFR Part 570.611 and other federal Conflict of Interest requirements.

Agreement - 4
AGREEMENT
PROJECT NO. 18-A.2

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 and Records.** The Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. 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 four (4) years after final payment under this Agreement.

20. **Special Federal Requirements.**

   A. The Contractor does hereby acknowledge that this project will be partially or fully funded with Community Development Block Grant (CDBG) funds [24 CFR 570] and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.

   B. Section 3 Compliance: The Contractor hereby acknowledges that this federally-funded project is subject to Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] and agrees to the following:

      i. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12
U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

ii. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

iii. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

iv. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

v. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

vi. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
21. **Entire Agreement.** This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the 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.

22. **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.

23. **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.

24. **Indemnification.** To the fullest extent permitted by law, Contractor hereby agrees, a: 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 "Indemnities") 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 Indemnities and shall operate to fully indemnify Indemnities 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 Indemnities 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 Indemnities 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) Indemnities’ 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.
AGREEMENT
PROJECT NO. 18-A.2

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.

25. 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.

26. 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.

27. 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.

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

29. 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)
AGREEMENT
PROJECT NO. 18-A.2

CITY OF JURUPA VALLEY,
Municipal Corporation

BY: __________________________
Gary S. Thompson, City Manager, City of Jurupa Valley

DATE: _________________________

INTERNAL USE ONLY
ATTEST:

_______________________________
City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

_______________________________
City Attorney

DATE: _________________________

RECOMMENDED FOR APPROVAL:

_______________________________
Department Head

HARDY & HARPER, INC.

License No./
Classification: ________________________

Expiration Date: ________________________

I-ederal I.D. No.: ________________________

PRINT NAME: ________________________

SIGNATURE: ________________________

TITLE: ________________________

DATE: ________________________ Date

PRINT NAME: ________________________

SIGNATURE: ________________________

TITLE: ________________________

DATE: ________________________ Date

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.

Agreement - 9
FAITHFUL PERFORMANCE 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 Hardy & Harper, 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 thirty seven thousand dollars, ($637,000.00), 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)
FAITHFUL PERFORMANCE BOND
PROJECT NO. 18- A.2

BOND NO.__________________

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this ___ day of _____ 2019.

HARDY & HARPER, INC.

Contractor Name: ____________________________
Address: ____________________________________
__________________________
Telephone No.: ____________________________
Print Name: ____________________________
Signature: ____________________________
Approved as to Form this
___ day of _____ 2019

SURETY

Name: ____________________________
Address: ____________________________
__________________________
Telephone No.: ____________________________
Print Name: ____________________________
Signature: ____________________________
Attorney-in-Fact

_______________________________________
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).
BOND NO._________

PREMIUM $_________

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 Hardy & Harper, Inc., as Principal hereinafter designated as "Contractor," and I 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 thirty seven thousand dollars, ($637,000.00), 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 ___ day of ______ 2019.

HARDY & HARPER, INC.                          SURETY

Contractor Name: ____________________________  Name: ________________________________
Address: _________________________________
_______________________________________
_______________________________________
Telephone No.: ____________________________  Telephone No.: ____________________________
Print Name: _______________________________  Print Name: _______________________________
                           Attorney-in-Fact
Signature: _________________________________  Signature: _________________________________

Approved as to Form this
____ day of ______ 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: APRIL 18, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY S. THOMPSON, CITY MANAGER
BY: STEVE R. LORISO PE, CITY ENGINEER/DIRECTOR OF PUBLIC WORKS

SUBJECT: AGENDA ITEM NO. 14.G

FINAL STATUS REPORT ON EMERGENCY REPAIRS TO LIMONITE AVENUE ROAD DAMAGE

RECOMMENDATION

1) That the City Council adopt by a 4/5ths vote, Resolution No. 2019-27, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, DETERMINING THAT THE ACTIONS AUTHORIZED BY RESOLUTION NO. 2019-13 FOR THE EMERGENCY REPAIR OF LIMONITE AVENUE, BETWEEN BAIN STREET AND BEACH STREET (PYRITE CREEK) PURSUANT TO PUBLIC CONTRACT CODE SECTION 22050 HAVE BEEN COMPLETED AND THAT THERE IS NO LONGER A NEED FOR THE EMERGENCY AUTHORIZATION

STATUS REPORT ON LIMONITE AVENUE ROAD DAMAGE REPAIRS

On February 21, 2019, the City Council adopted Resolution No. 2019-13 finding that severe problems exist with portions of the roadway, underlying soils and surrounding land on Limonite Avenue, between Bain Street and Beach Street (at Pyrite Creek) consisting of the following: sinkholes; road failures; underlying soil failures; flooding; excessive ground water; and other related problems resulting from these conditions (“Limonite Avenue Road Damage”).

Resolution 2019-13 also authorized the City Manager to proceed at once to replace or repair the Limonite Avenue Road Damage without adopting plans, specifications, plan sheets, or working details, or giving notice for bids to let contracts and authorized the City Manager to enter into one or more contracts not exceeding a combined amount of $500,000 to do such work pursuant to Public Contract Code Sections 22035 and 22050.

Public Contract Code Section 22050(c) requires the City Council review the emergency action at its next regularly scheduled meeting following the adoption of Resolution No.
2019-13 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.

As of April 9, 2019, all work for the repair and replacement of the Limonite Avenue Road Damage has been completed. There is no longer a need to continue the emergency work authorization.

The City Manager entered into the following agreements on behalf of the City to repair and replace the Limonite Avenue Road Damage

1. City of Jurupa Valley Agreement for Minor Construction and Maintenance Services, dated March 14, 2019 (with Gentry Brothers, Inc.) in the not to exceed amount of $29,657.48 for excavation of compromised area along Limonite Avenue, re-establishment of slope, and removal and installation of drainage facilities.

As of April 9, 2019, the cost of the external contract work to the repair and replacement of Limonite Avenue road damage and City Staff time is as follows:

- $5,400 from HR Green for construction management and inspection services.
- $1,200 from City Staff (est.)

OTHER INFORMATION

Previous Actions:

- March 7, 2019 – the City Council adopted Resolution 2019-14 continuing emergency repairs for Limonite Avenue.

FINANCIAL IMPACT

The total cost to repair and replace Limonite Avenue Road Damage by external contract services as well as City staff is $36,257.48. The City Manager will seek reimbursement from State and Federal emergency funds and any parties responsible for the damage, as appropriate.

**************************SIGNATURES ON FOLLOWING PAGE**************************
Prepared by:

Steve R. Loris, PE
City Engineer/Director of Public Works

Reviewed by:

George A. Wentz
Deputy City Manager

Submitted by:

Gary S. Thompson
City Manager

Reviewed by:

Alan Kreimeier
Director of Administrative Services

Reviewed by:

Peter M. Thorson
City Attorney

Attachments:

1. Resolution No. 2019-27
RESOLUTION NO. 2019-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, DETERMINING THAT ACTIONS AUTHORIZED BY RESOLUTION NO. 2019-13 FOR THE EMERGENCY REPAIR OF LIMONITE AVENUE, BETWEEN BAIN STREET AND BEACH STREET (PYRITE CREEK) PURSUANT TO PUBLIC CONTRACT CODE SECTION 22050 HAVE BEEN COMPLETED AND THAT THERE IS NO LONGER A NEED FOR THE EMERGENCY AUTHORIZATION

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) On February 21, 2019, the City Council adopted Resolution No. 2019-13 finding that severe problems exist with 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”).

(b) Resolution 2019-13 also authorized the City Manager to proceed at once to replace or repair the Damaged Road without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts and authorized the City Manager to enter into one or more contracts not exceeding a combined amount of $500,000 to do such work pursuant to Public Contract Code Sections 22035 and 22050.

(c) The repair work for the Damaged Road is proceeding under the authority of Resolution No. 2019-13. The City Manager has submitted a written report to the City Council of this date detailing the status of the repair work and reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action continues to be necessary to respond to the emergency.

Section 2. Continued Finding of Emergency. Based on the evidence submitted in the City Manager's Staff Report to the City Council, the City Council hereby finds, based on substantial evidence in the record, that the Damaged Road constituted a continuing emergency that would not permit a delay resulting from a competitive solicitation for bids, and that the actions described in Resolution No. 2019-13 have been necessary and continued to be necessary to respond to the emergency, complete the repairs to the Damaged Road and protect the public using Limonite Avenue between Bain Street and Beach Street (Pyrite Creek). As of April 9, 2019, all work for the repair and replacement of Limonite Avenue Road Damage has been completed. There is no longer a need to continue the emergency work authorization, provided, however, the Director of Finance is hereby authorized to pay any invoices properly incurred for such work.

Section 3. 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 Limonite Avenue between Bain Street and Beach Street (Pyrite Creek) 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 4. 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 on this 18th day of April, 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, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2019-27 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on this 18th day of April, 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 18th day of April, 2019.

________________________________
Victoria Wasko, City Clerk
City of Jurupa Valley