REGULAR MEETING AGENDA
OF THE JURUPA VALLEY CITY COUNCIL
Thursday, May 16, 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. CONFERENCE WITH REAL PROPERTY NEGOTIATORS. The City Council will meet in closed session pursuant to Government Code Section 54956.8 regarding the potential acquisition of real property owned by Crestmore Redevelopment, LLC, consisting of approximately 68 acres located on the north side of Aqua Mansa Road and north-easterly of the intersection of Aqua Mansa Road and West Riverside Canal (a part of APN Nos: 175-170-46, 175-180-001 and/or 175-200-009). The parties to the
negotiations for the potential acquisition of the property are: Crestmore Redevelopment, LLC, and the City of Jurupa Valley. Negotiators for the City of Jurupa Valley are: Gary Thompson; George Wentz; Tim Jonasson; and Peter Thorson. Under negotiation are price and terms of the potential acquisition of the property.

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. RECOGNITION TO DAVID LOPEZ ON HIS RETIREMENT AS GENERAL MANAGER, RUBIDOUX COMMUNITY SERVICES DISTRICT

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 RIVERSIDE COUNTY TRANSPORTATION COMMISSION MEETING OF MAY 8, 2019

2. UPDATE ON THE METROLINK / SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY MEETING OF MAY 10, 2019

3. UPDATE ON THE MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE MEETING OF MAY 16, 2019

B. MAYOR PRO TEM ANTHONY KELLY, JR.

1. UPDATE ON THE NORTHWEST NOW COALITION BOARD MEETING OF MAY 9, 2019

2. UPDATE ON THE NORTHWEST MOSQUITO AND VECTOR CONTROL DISTRICT MEETING OF MAY 16, 2019

C. COUNCIL MEMBER LORENA BARAJAS

1. UPDATE ON THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) REGIONAL CONFERENCE & GENERAL ASSEMBLY HELD MAY 2-3, 2019

2. UPDATE ON THE WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY MEETING OF MAY 6, 2019

D. COUNCIL MEMBER MICHEAL GOODLAND

1. UPDATE ON THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS EXECUTIVE COMMITTEE MEETING OF MAY 6, 2019

2. UPDATE ON THE HEALTHY JURUPA VALLEY COMMUNITY MEETING OF MAY 7, 2019

12. CITY MANAGER’S UPDATE

A. UPCOMING INTERNATIONAL COUNCIL OF SHOPPING CENTERS (ICSC) ANNUAL CONFERENCE

13. APPROVAL OF MINUTES

A. MAY 2, 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 $2,141,432.42

Requested Action: That the City Council ratify the check registers dated April 25 and May 2 as well as the payroll registers dated May 3 and May 8, 2019.

C. CONSIDERATION OF RESOLUTIONS REGARDING THE ANNEXATION OF ZONE M (PM 37125 PILOT FLYING J) TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED (“CITY OF JURUPA VALLEY L&LMD 89-1-C”), NORTHWEST CORNER OF RIVERSIDE DRIVE AND ETIWANDA AVENUE

1. Requested Action: That the City Council adopt Resolution No. 2019-30, entitled:


2. That the City Council adopt Resolution No. 2019-31, entitled:

LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED FOR FISCAL YEAR 2020-2021

3. That the City Council adopt Resolution No. 2019-32, entitled:


D. APPROVAL OF FINAL TRACT MAP 32722 LOCATED ON THE NORTH SIDE OF MISSION BOULEVARD BETWEEN PYRITE STREET AND CAMINO REAL INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION, APPROVAL OF SUBDIVISION AGREEMENTS, AND ACCEPTANCE OF IMPROVEMENT BONDS (HACIENDA PROPERTIES, LLC)

1. That the City Council approve Final Tract Map 32722 and accept the dedications as follows:

   a. Accept the offers of dedication for streets and public utility purposes over all of Lots “A” and “B”, as shown on Final Tract Map 32722.

2. Authorize the Mayor and City Clerk to sign Final Tract Map 32722.

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

4. Accept the Faithful Performance Bond No. 1159483 in the amount of $401,000 and Material and Labor Bond No. 1159483 in the amount of $200,500 from Lexon Insurance Company for the construction of Improvements and Monument Bond No. 1159483 in the amount of $10,000 from Lexon Insurance Company.

E. APPROVAL OF AGREEMENT BETWEEN JURUPA VALLEY MEDICAL PARTNERS, LLC AND THE CITY OF JURUPA VALLEY FOR MAINTENANCE OF CITY PARKWAYS FOR THE PEDLEY MEDICAL CLINIC LOCATED AT THE SOUTHWEST CORNER OF MISSION BOULEVARD AND PEDLEY ROAD
1. Requested Action: That the City Council approve the agreement between Jurupa Valley Medical Partners, LLC 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. APPROVAL OF FIRST AMENDMENT TO AGREEMENT FOR PERMITTING SYSTEM SOFTWARE IMPLEMENTATION AND TRAINING SERVICES WITH IK CONSULTING

Requested Action: That the City Council approve an amendment with IK Consulting for permitting software implementation and training services extending the term to September 1, 2019 subject to non-material changes to the amendment by the City Attorney and/or City Manager.

15. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

16. PUBLIC HEARINGS

A. PUBLIC HEARING TO CONSIDER THE PROPOSED VACATION OF PORTIONS OF CITY RIGHT-OF-WAY ON KACHINA DRIVE LOCATED NORTHWESTERLY OF THE INTERSECTION WITH VIRTUE VISTA DRIVE IN THE CITY OF JURUPA VALLEY

1. Requested Action: That the City Council conduct a public hearing on the proposed vacation of city right-of-way being a portion of Kachina Drive located northwesterly of Virtue Vista Drive, with reservation and exemption of easement for public utility purposes and conditions of approval for the vacation.

2. That the City Council pass and adopt Resolution No. 2019-15, entitled:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, VACATING PORTIONS OF KACHINA DRIVE NORTHWESTERLY OF THE INTERSECTION WITH VIRTUE VISTA DRIVE WITH CONDITIONS, PURSUANT TO STREETS AND HIGHWAYS CODE SECTIONS 8320 THROUGH 8325 AND FINDING THE VACATION EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTIONS 15061(B)(3) AND 15304

B. PUBLIC HEARING REGARDING THE ANNEXATION OF ZONE 2-C (TR 32722) TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED ("CITY OF JURUPA VALLEY L&LMD 89-1-C") VOLUME 2, TRACT 32722 NORTH OF MISSION BOULEVARD AT SUNNYHILL DRIVE
Requested Action: That the City Council pass and adopt Resolution No. 2019-33, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY (ZONE 2-C - (TR 32722); (NORTH OF MISSION BOULEVARD AT SUNNYHILL DRIVE) TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED, CONFIRMING A DIAGRAM AND ASSESSMENT, ORDERING THE IMPROVEMENTS AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY FOR FISCAL YEAR 2019-20 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND AS PROVIDED BY ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION

C. PUBLIC HEARING TO CONSIDER A RESOLUTION ADOPTING THE FISCAL YEAR 2019-2020 THROUGH FISCAL YEAR 2021-2022 CAPITAL IMPROVEMENT PROGRAM (CIP) FOR THE CITY OF JURUPA VALLEY

1. Requested Action: That the City Council conduct a public hearing and receive input, if any, on the City of Jurupa Valley’s proposed Fiscal Year 2019/2020 through Fiscal Year 2021/2022 Capital Improvement Program; and

2. That the City Council pass and adopt Resolution No. 2019-34, entitled:


17. COUNCIL BUSINESS

A. ADOPTION OF RESOLUTION OPPOSING SENATE BILL 50

Requested Action: That the City Council adopt Resolution No. 2019-35, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, OPPOSING SB 50

18. CITY ATTORNEY’S REPORT

19. COUNCIL MEMBER REPORTS AND COMMENTS
20. ADJOURNMENT

Adjourn to the Regular Meeting of June 6, 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
May 2, 2019

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

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

Mayor Berkson called the closed session meeting to order at 6:05 p.m.

2. CLOSED SESSION

A. PUBLIC COMMENTS PERTAINING TO CLOSED SESSION ITEMS

There were no public comments regarding the closed session item.

B. APPOINTMENT, EMPLOYMENT OF AN INTERIM CITY MANAGER
   AND CITY MANAGER. The City Council met in closed session pursuant to
   Government Code Section 54957 to consider the appointment or employment of
   an Interim City Manager and City Manager and pursuant to Government Code
   Section 94957.6 to meet with its designated representatives, Mayor Brian Berkson
   and City Attorney Peter Thorson, to provide direction to the designated
   representatives concerning the negotiation of salary, compensation and/or benefits
   for the unrepresented employee position of Interim City Manager and City
   Manager. Any such decisions would be approved by the City Council as an
   agenda item in open session at a regular City Council meeting.

3. 7:00 P.M. - RECONVENE IN OPEN SESSION

A. ANNOUNCEMENT OF ANY REPORTABLE ACTIONS IN CLOSED
   SESSION

City Attorney Peter Thorson announced that the City Council voted to appoint
Alan Kreimeier, Administrative Services Director, as the Interim City Manager
following Gary Thompson’s resignation until a permanent City Manager can be
appointed. The vote was 3-2 with Council Members Chris Barajas, Lorena
Barajas and Mayor Brian Berkson voting in favor and Council Member Micheal
Goodland and Mayor Pro Tem Anthony Kelly voting against. Council Member
Lorena Barajas participated by teleconference as was noted on the Agenda.
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

Mayor Berkson called the regular meeting to order at 7:02 p.m.

Mayor Berkson announced that tonight’s meeting will include teleconference participation by Council Member Lorena Barajas who will be calling in from the Southern California Association of Government’s General Assembly Meeting that is being held at the JW Marriott in Palm Desert. The agenda was posted at the teleconference location pursuant to Government Code Section 54953, Subdivision (b).

5. INVOCATION was given by Imam Shaw, Islamic Center of Jurupa Valley.

6. PLEDGE OF ALLEGIANCE was led by Imam Shaw, Islamic Center of Jurupa Valley.

7. APPROVAL OF AGENDA

A motion was made by Council Member Micheal Goodland, seconded by Mayor Pro Tem Kelly, to approve the Agenda.

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

8. PRESENTATIONS

A. PROCLAIMING MAY AS MENTAL HEALTH MONTH

Mayor Berkson and members of the City Council presented a Proclamation proclaiming May as Mental Health Month to Rosa Jimenez, representing the Riverside University Health System. Ms. Jimenez thanked the Council for the recognition and conveyed an invitation to their annual health and wellness fair on May 23rd from 12:00 p.m. to 4:00 p.m. at Fairmont Park. The event will feature food vendors, entertainment, and mental health resources.

9. PUBLIC APPEARANCE/COMMENTS

Penny Newman announced that the American Lung Association has released its “State of the Air” report. Once again, Riverside and San Bernardino have the worst air in the nation with San Bernardino having the worst ozone and Riverside having the highest particulate matter. She stated that residents in Mira Loma Village have been put into a “position of harm because of decisions made by the county and the city.”
encouraged the Council to rely on the facts when making development decisions and to utilize the Environmental Justice Element of the General Plan as it is designed to protect vulnerable communities.

Bethany Preudhomme asked for an update on the Downey Park site. She noted that due to the heavy rains the river has receded exposing more beach area which may attract more visitors, trash, and debris. She asked for an update on the park design plan and suggested that the parking lot be closed until the plan has been finalized.

Gabriella Baumert expressed her view that development and financial gain are being put before infrastructure and safety. She voiced concern that there are needs for existing residents such as street lights, sidewalks, and traffic safety. She suggested that a moratorium be put on new development until the infrastructure and safety of the entire community is addressed.

Kathryn Rohm stated as a long-time resident of Kachina Drive, she is concerned about the two new tracts of homes that are being built above Kachina Drive. She referred to comments made by Steve Loriso, Public Works Director that the fire marshal requires two egress points which will send hundreds of vehicles through her neighborhood. She suggested an alternative that would grant access to emergency vehicles via a Knox key. She voiced concern that the increased traffic will negatively impact the residents on Kachina Drive who are currently living without sidewalks or street lights. (Barbara Iyer donated her time to Ms. Rohm)

10. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

Council Member Micheal Goodland expressed appreciation to all who attended today’s Mayor’s Prayer Breakfast. In honor of the National Day of Prayer, he read a Proverb encouraging God’s blessings.

Council Member Lorena Barajas reported from the SCAG Conference, stating that the conference connects a region of 191 cities and six counties. She reported that today’s session announced SCAG’s new President and Vice President for the coming year. The attendees also welcomed Kome Ajise as the organization’s new Executive Director. She will provide a more detailed report at the May 16th Council meeting.

Mayor Pro Tem Anthony Kelly expressed appreciation to all who attended today’s Mayor’s Prayer Breakfast. He thanked the Jurupa Valley Chamber of Commerce for putting together such a phenomenal event.

Council Member Chris Barajas suggested bringing back a resolution opposing Senate Bill 50 which removes local control for high density housing near transit stations.
Mayor Brian Berkson reported on his attendance at the Healthy Living Extravaganza, stating that it was an enjoyable event. He stated that it was an honor and privilege to be the guest speaker at today’s Mayor’s Prayer Breakfast. He noted that it was an inspiring and spiritually fulfilling event.

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

A. MAYOR BRIAN BERKSON

1. Mayor Berkson gave an update on the Riverside County Transportation Commission – Western Riverside Programs and Projects Committee meeting of April 22, 2019.

2. Mayor Berkson gave an update on the Metrolink / Southern California Regional Rail Authority meeting of April 26, 2019.

B. MAYOR PRO TEM ANTHONY KELLY, JR.

1. Mayor Pro Tem Kelly gave an update on the Riverside Transit Agency Board meeting of April 25, 2019.

C. COUNCIL MEMBER MICHEAL GOODLAND

1. Council Member Micheal Goodland gave an update on the Western Riverside Council of Governments meeting of April 1, 2019.

12. CITY MANAGER’S UPDATE

City Manager Gary Thompson reported that yesterday the County of Riverside released the final homeless point-in-time count for unsheltered individuals. The point-in-time count showed that there was a 20% increase of homeless individuals county-wide. There was a slight decrease in Jurupa Valley from 148 to 139 homeless individuals. Staff will continue to work with Path of Life Ministries and their supportive services. He reported that the Van Buren paving project from Rutile Street to Bellegrave Avenue will begin on Monday with most of the concrete work being done on the shoulders and ramps. The actual paving will start a few weeks later. All of this work will be done at night to reduce traffic impacts. He reported that the Rubidoux paving project has been delayed as Caltrans has notified the City that a survey of the intersection is required for some of the paving work. He announced that the Budget Workshop will be held next Thursday, May 9, 2019 at 6:00 p.m. The agenda was publicly distributed today.

13. APPROVAL OF MINUTES

A. APRIL 18, 2019 REGULAR MEETING
A motion was made by Council Member Micheal Goodland, seconded by Mayor Pro Tem Anthony Kelly, to approve the Minutes of the April 18, 2019 regular meeting.

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

14. 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

Requested Action: That the City Council ratify the check registers dated April 11 and 18 as well as the payroll registers dated 10 and 24, 2019.

C. APPROVAL OF THE FY 2019/20 LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION REIMBURSEMENT AGREEMENT

1. Requested Action: That the City Council pass and adopt Resolution No. 2019-28, entitled:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR SERVICES FROM JULY 1, 2019 THROUGH JUNE 30, 2020 FOR FIRE PROTECTION SERVICES WITHIN THE LOCAL RESPONSIBILITY AREAS WITHIN THE CITY

2. That the City Council authorize the City Manager to execute the Local Responsibility Area Wildland Protection Reimbursement Agreement with the California Department of Forestry and Fire Protection.

D. AGREEMENT FOR FAIR HOUSING PROGRAM SERVICES BY AND BETWEEN THE CITY OF JURUPA VALLEY AND THE FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY, INC.

Requested Action: That the City Council approve the Agreement by and between the City of Jurupa Valley and the Fair Housing Council of Riverside

-5-
E. AGREEMENT FOR HOUSING REHABILITATION GRANT CONSULTING SERVICES BY AND BETWEEN THE CITY OF JURUPA VALLEY AND GRC ASSOCIATES, INC.

Requested Action: That the City Council approve the Agreement by and between the City of Jurupa Valley and the GRC Associates, Inc. for Housing Rehabilitation Grant Consulting Services for an amount not to exceed $15,000 and 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 PUBLIC SERVICE GRANT APPLICANTS WITH COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

1. Requested Action: That the City Council approve the Agreement by and between the City of Jurupa Valley and Path of Life Ministries for Homelessness Services for an amount not to exceed $135,000 and 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.

2. That the City Council approve the Agreement by and between the City of Jurupa Valley and Family Service Association for the Senior Nutrition Program for an amount not to exceed $40,000 and 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.

G. APPROVAL OF REVISIONS TO CITY’S PERSONNEL POLICIES AND PROCEDURES MANUAL

Requested Action: That the City Council approve six (6) revisions/additions to the City’s existing Personnel Policies and Procedures Manual.

H. APPROVAL OF ADDITIONAL CLASSIFICATIONS TO MAINTENANCE WORKER, ADMINISTRATIVE ASSISTANT AND OFFICE ASSISTANT

1. Requested Action: That the City Council approve the addition of two (2) classifications to the Maintenance Worker class, described as Maintenance Worker II and Maintenance Worker III and salary range;

2. That the City Council approve the addition of one (1) classification to the Administration class, described as Administration Assistant II and salary range;
3. That the City Council approve the addition of two (2) classifications to the Office Assistant class, described as Office Assistant II and Senior Office Assistant and salary range.

City Attorney Peter Thorson announced that on the Check Register there is a check made payable to Far West Industries in the amount of $143.45. There is no conflict because the check is a reimbursement of a deposit made for building permits, however, since Mayor Berkson is employed by Far West Industries he will abstain from voting on the check register.

A motion was made by Council Member Chris Barajas, seconded by Council Member Micheal Goodland, to approve the Consent Calendar, with the exception of Item No. 13.F, which was removed for further discussion.

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None
Abstain: B. Berkson abstained from voting on the check register

15. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

14.F. AWARD OF PUBLIC SERVICE GRANT APPLICANTS WITH COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Mayor Pro Tem Anthony Kelly, Council Member Chris Barajas, and Council Member Lorena Barajas requested that Item 14.F be removed from the Consent Calendar for further discussion.

Sean McGovern, Management Analyst, presented the staff report.

Leonard Jarman, Homeless Services Coordinator, Path of Life Ministries, provided additional information and responded to Council’s questions.

Tom Donahue, representing, the Family Service Association provided additional information on the Senior Nutrition Program and responded to Council’s questions.

A motion was made by Council Member Chris Barajas, seconded by Mayor Pro Tem Anthony Kelly, to approve the Agreement by and between the City of Jurupa Valley and Path of Life Ministries for Homelessness Services for an amount not to exceed $135,000 and 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; and approve the Agreement by and
between the City of Jurupa Valley and Family Service Association for the Senior Nutrition Program for an amount not to exceed $40,000 and 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.

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

16. PUBLIC HEARINGS

A. PUBLIC HEARING TO CONSIDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN (2019-2020)

Sean McGovern, Management Analyst, presented the staff report.

Robert Vasquez, representing GRC Associates, Inc., provided additional information regarding the Housing Rehabilitation program and responded to Council’s questions.

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

Further discussion followed.

There being no further comments, the public hearing was closed.

A motion was made by Mayor Pro Tem Anthony Kelly, seconded by Council Member Chris Barajas, to receive and file the 2019-2020 Annual Action Plan and adopt Resolution No. 2019-29, entitled:


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

17. COUNCIL BUSINESS

18. CITY ATTORNEY’S REPORT

City Attorney Peter Thorson had no report.
19. COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Chris Barajas commented that he was pleased that the City has approved the Housing Rehabilitation Program and he looks forward to increasing the budget next year.

Council Member Lorena Barajas asked for an update on the live streaming of City Council meetings. City Manager Gary Thompson responded that the costs to administer this program will be presented to Council at the May 9th Budget Workshop.

20. ADJOURNMENT

There being no further business before the City Council, Mayor Berkson adjourned the meeting at 8:24 p.m.

The next meeting of the Jurupa Valley City Council will be held May 9, 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: MAY 16, 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 REGISTER

RECOMMENDATION

That the City Council ratify the check registers dated April 25 and May 2 as well as the payroll registers dated May 3 and May 8, 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 May 2, 2019 included a $1,185.38 payment to Chase Card Services. The Statement, with purchase details, is attached herewith.

OTHER INFORMATION

None.

FINANCIAL IMPACT

Check registers:

04/25/19 $ 191,586.61
05/02/19 $ 1,887,578.41
Payroll registers:

05/03/19   $   3,238.72  
05/08/19   $   59,028.68  

TOTAL    $  2,141,432.42

ALTERNATIVES

1. Not ratify the attached check registers.

Prepared by:  
Connie Gardner
Alan Kreimeier
Administrative Services Director

Submitted by:  
Gary S. Thompson
City Manager

Attachments:

3. Chase Card Statement
<table>
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<tr>
<th>Check #</th>
<th>Date</th>
<th>Vendor</th>
<th>Invoice</th>
<th>Inv Date</th>
<th>Description</th>
<th>Amount Paid</th>
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<tr>
<td>11609</td>
<td>5/2/2019</td>
<td>01470</td>
<td>WILMINGTON TRUST, NATION18604-000</td>
<td>5/1/2019</td>
<td>COP, SERIES 2017-18 INSTAL</td>
<td>903,400.00</td>
<td>903,400.00</td>
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<td></td>
<td>Voucher:</td>
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<td></td>
</tr>
</tbody>
</table>

Sub total for CHASE BANK: 1,887,578.41
33 checks in this report.

Grand Total All Checks: 1,887,578.41
ACCOUNT ACTIVITY

<table>
<thead>
<tr>
<th>Date of Transaction</th>
<th>Merchant Name or Transaction Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/07</td>
<td>Payment ThankYou Image Check</td>
<td>-$3,759.59</td>
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<tr>
<td>03/26</td>
<td>ZEBRATECHNOLOGIES INTL 847-634-6700 IL - Sheriff Dept Traffic Supplies</td>
<td>481.67</td>
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<tr>
<td>03/26</td>
<td>Amazon Prime Amzn.com/bill WA - City Amazon Acct.</td>
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<tr>
<td>03/27</td>
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<td>4.99</td>
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<td>14.00</td>
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<tr>
<td>04/11</td>
<td>Amazon.com*MWSQ17R8W2 Amzn.com/bill WA - City Amazon Acct.</td>
<td>105.96</td>
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<tr>
<td>04/12</td>
<td>Amazon.com*M23TF9231 Amzn.com/bill WA</td>
<td>7.00</td>
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<tr>
<td>04/13</td>
<td>AMZN Mktg US*M234W0N1 Amzn.com/bill WA</td>
<td>22.99</td>
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<td>04/20</td>
<td>FEDEX 476029653 800-4633339 TN - Postage</td>
<td>30.80</td>
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<td>04/02</td>
<td>AMERICAN PUBLIC WORKS 8164726100 MO - H2 Job Posting Sites</td>
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<tr>
<td>04/11</td>
<td>AMZN Mktg US*M23H26551 Amzn.com/bill WA - Office Supplies</td>
<td>157.20</td>
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<td>03/22</td>
<td>VICTORIA KASNO TRANSACTIONS THIS CYCLE (CARD 4932)</td>
<td>$492.20</td>
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<tr>
<td>03/22</td>
<td>WEB NETWORK SOLUTIONS 888-6429875 FL - Software</td>
<td>71.97</td>
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2019 Totals Year-to-Date

| Total Amount Charged in 2019 | $0.00 |
| Total Interest Charged in 2019 | $0.00 |

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

INTEREST CHARGES

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

<table>
<thead>
<tr>
<th>Balance Type</th>
<th>Annual Percentage Rate (APR)</th>
<th>Balance Subject To Interest Rate</th>
<th>Interest Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>PURCHASES: Purchases</td>
<td>15.49%/(d)</td>
<td>- U -</td>
<td>- 0 -</td>
</tr>
<tr>
<td>CASH ADVANCES: Cash Advances</td>
<td>26.49%/(d)</td>
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<td>- 0 -</td>
</tr>
<tr>
<td>BALANCE TRANSFERS: Balance Transfer</td>
<td>15.49%/(d)</td>
<td>- 0 -</td>
<td>- 0 -</td>
</tr>
</tbody>
</table>

(v) = Variable Rate
(d) = Daily Balance Method (including new transactions)
(a) = Average Daily Balance Method (including new transactions)

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

IMPORTANT NEWS
# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 05/03/19: $3,238.72**

## TRANSACTION SUMMARY

<table>
<thead>
<tr>
<th>Summary by Transaction Type</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL ELECTRONIC FUNDS TRANSFER (EFT)</td>
<td>3,238.72</td>
</tr>
<tr>
<td>CASH REQUIRED FOR NEGOTIABLE CHECKS &amp;/OR EFT</td>
<td>3,238.72</td>
</tr>
<tr>
<td>TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES</td>
<td>4,349.89</td>
</tr>
<tr>
<td>CASH REQUIRED FOR CHECK DATE 05/03/19</td>
<td>7,588.61</td>
</tr>
</tbody>
</table>

## TRANSACTION DETAIL

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

<table>
<thead>
<tr>
<th>Trans. Date</th>
<th>Bank Name</th>
<th>Account Number</th>
<th>Product</th>
<th>Description</th>
<th>Bank Draft Amounts &amp; Other Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/02/19</td>
<td>JPMORGAN CHASE BANK</td>
<td>xxxxx8176</td>
<td>Direct Deposit</td>
<td>Net Pay Allocations</td>
<td>2,881.60</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td>EFT FOR 05/02/19</td>
<td>2,881.60</td>
</tr>
<tr>
<td>05/03/19</td>
<td>JPMORGAN CHASE BANK</td>
<td>xxxxx8176</td>
<td>Taxpay®</td>
<td>Employee Withholdings</td>
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<td></td>
<td>Medicare</td>
<td>97.76</td>
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<td></td>
<td>Fed Income Tax</td>
<td>28.33</td>
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<td>CA Disability</td>
<td>67.42</td>
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<td>Total Withholdings</td>
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<td>Employer Liabilities</td>
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<td>Medicare</td>
<td>97.76</td>
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<td>CA Unemploy</td>
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<td>CA Emp Train</td>
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<td>Total Liabilities</td>
<td>163.51</td>
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<td>TOTAL EFT</td>
<td>3,238.72</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Trans. Date</th>
<th>Bank Name</th>
<th>Account Number</th>
<th>Product</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/03/19</td>
<td>Refer to your records for account Information</td>
<td></td>
<td>Payroll</td>
<td>Employee Deductions</td>
<td>457b EE Pretax</td>
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<td>EE Post-Tax Other In</td>
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<td>EE Pretax Other Ins</td>
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<td></td>
<td></td>
<td>Total Deductions</td>
</tr>
</tbody>
</table>

0079 A790-3990  City Of Jurupa Valley
Run Date 05/01/19  12:45 AM
Period Start - End Date 04/01/19 - 04/30/19
Cash Requirements
Page 1 of 2
CASHREG
# CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 05/08/19: $59,028.68

## TRANSACTION SUMMARY

<table>
<thead>
<tr>
<th>Summary by Transaction Type</th>
<th>05/08/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL ELECTRONIC FUNDS TRANSFER (EFT)</td>
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<td>CASH REQUIRED FOR NEGOTIABLE CHECKS &amp;/OR EFT</td>
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<td>TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES</td>
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<td>CASH REQUIRED FOR CHECK DATE 05/08/19</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>05/07/19</td>
<td>JPMORGAN CHASE BANK,</td>
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<tr>
<td>05/03/19</td>
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<td>Fed Income Tax</td>
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<td>Employer Liabilities</td>
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<td>Medicare</td>
<td>937.61</td>
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<td>Total Liabilities</td>
<td>14,888.27</td>
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<td></td>
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<td>EFT FOR 05/08/19: 14,888.27</td>
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<td>TOTAL EFT</td>
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<td>59,028.68</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>TRANS. DATE</th>
<th>BANK NAME</th>
<th>ACCOUNT NUMBER</th>
<th>PRODUCT</th>
<th>DESCRIPTION</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/08/19</td>
<td>Refer to your records for account Information</td>
<td></td>
<td>Payroll</td>
<td>Employee Deductions</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td>401A Contributions</td>
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<td>401a EE Pretax</td>
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<td></td>
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<td>457b EE Catch Up</td>
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<td>457b EE Pretax</td>
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</tr>
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<td></td>
<td>EE Post-Tax Other In</td>
<td>282.61</td>
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<td>EE Pretax Den Vis Ch</td>
<td>548.69</td>
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<td></td>
<td>EE Pretax FSA</td>
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<td>EE Pretax Medical</td>
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<td></td>
<td></td>
<td>Total Deductions</td>
<td>15,264.62</td>
</tr>
</tbody>
</table>
STAFF REPORT

DATE: MAY 16, 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.C

CONSIDERATION OF RESOLUTIONS REGARDING THE ANNEXATION OF ZONE M (PM 37125 PILOT FLYING J) TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED (“CITY OF JURUPA VALLEY L&LMD 89-1-C”), NORTHWEST CORNER OF RIVERSIDE DRIVE AND ETIWANDA AVENUE

RECOMMENDATION

1. That the City Council adopt Resolution No. 2019-30, entitled:


2. That the City Council adopt Resolution No. 2019-31, entitled:

3. That the City Council adopt Resolution No. 2019-32, entitled:


BACKGROUND

Upon incorporation on July 1, 2011, the City of Jurupa Valley assumed the responsibility for certain City of Jurupa Valley L&LMD 89-1-C zones now within the City’s jurisdictional boundaries. As such, the City is now responsible for the services and charges provided by the City of Jurupa Valley L&LMD 89-1-C zones within its boundaries. City of Jurupa Valley L&LMD No. 89-1-C currently maintains and services 45 locations throughout the City of Jurupa Valley. The District contains 29 landscaping assessment zones and 15 street lighting assessment zones. The annual levy of assessments on the parcels within the boundaries of L&LMD No. 89-1-C is consistent with the Landscaping and Lighting Act of 1972.

On February 4th, 2016 the City Council adopted Resolution 2016-01 clarifying that the City of Jurupa Valley L&LMD 89-1-C is distinct from the County of Riverside Landscaping and Lighting Maintenance District No. 89-1-Consolidated and assumes all responsibility for such district, including annexation of territory to the district.

The parcel owner, Greens Inv 6, LLC, requested annexation of the parcel into the existing City of Jurupa Valley L&LMD 89-1-C in order to cover costs associated with the maintenance of public improvements within the annexation known as Zone M. The territory proposed to be annexed includes one (1) parcel identified as Parcel Map 37125 generally located at northwest corner of the intersection of Riverside Drive Avenue and Etiwanda Avenue. The annexation was formed in order to maintain the street right-of-way/streetscape area which maintenance includes:

- The installation and planting of landscaping, including trees, shrubs, grass and other ornamental vegetation;
- The installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris;
- The installation or construction of curbs, gutters, walls, sidewalks or paving, water irrigation, drainage or electrical facilities; and,
• The operation and maintenance cost for the streetlights;
• The maintenance and/or servicing of any of the foregoing.

ANALYSIS

Adoption of Resolution Nos. 2019-30, 2019-31, and 2019-32 will allow the City of Jurupa Valley to collect funds to maintain Zone M of this Landscape and Lighting Maintenance District.

The proposed annexation will have an initial Maximum Assessment in the amount of $8,999.60 per assessable parcel. These rates may be adjusted annually by the greater of two percent (2%) or the cumulative percentage increase in the Consumer Price Index over the base year of 2020. The owners have filed a petition representing their willingness to move forward.

Consistent with the City Council’s direction regarding compliance with Article XIII D of the California Constitution and the Landscaping and Lighting Act of 1972, the attached resolutions have been prepared and a public hearing scheduled for 7:00 p.m. on July 18, 2019 to receive testimony for and against the proposed assessments.

OTHER INFORMATION

None.

FINANCIAL IMPACT

The property owners are responsible for the annual payments of the special assessment. The City will file the special assessment with the County Auditor-Controller for inclusion on the annual property tax roll. The property owners have posted a deposit with their application to form Zone M, in order to cover City costs incurred in connection with the annexation. Approval of this resolution does not in any way commit the City to any financial contribution or liability by Zone M. The City’s cost to administer Zone M annually will be reimbursed through the special assessment charged to property owners.

The revenue from this special assessment will be deposited into City of Jurupa Valley L&LMD 89-1-C and will be used to pay for the services as listed above. Both the revenue and expenses will be part of the City’s FY 2020-2021 Adopted Budget, and there is no anticipated impact to the general fund.

ALTERNATIVES

1. Take no action.
2. Provide staff with further direction.
Prepared by:

Carolina Fernandez, E.I.T.
Assistant Engineer

Reviewed by:

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

Reviewed by:

Timothy B. Jonassen
Deputy City Manager

Reviewed by:

Timothy B. Jonassen
Deputy City Manager

Approved as to form:

Alan Kreimeier
Administrative Services Director

Submitted by:

George A. Wentz
Deputy City Manager

Submitted by:

Gary S. Thompson
City Manager

Attachments:

1) Resolution No. 2019-30
2) Resolution No. 2019-31
3) Resolution No. 2019-32
4) Engineer’s Report
RESOLUTION NO. 2019-30


THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The City Council of the City of Jurupa Valley proposes to annex territory, described below in Section 2 of this Resolution, to an existing landscaping and lighting district located within the City of Jurupa Valley, which was established pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (hereinafter referred to as the "Act") and which is designated as City of Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated (hereinafter referred to as the "District") and to levy and collect assessments pursuant to the Act and Article XIII D of the California Constitution against lots and parcels within such territory to pay for the costs and expenses of the improvements described below in Section 3 of this Resolution for the fiscal year commencing July 1, 2020 and ending June 30, 2021.

Section 2. The territory proposed to be annexed to the District includes 1 parcel identified as Parcel Map 37125 located at the northwest corner of Riverside Drive and Etiwanda Avenue intersection. Such territory is shown on a map on file in the office of the City Clerk and open to public inspection.

Section 3. The proposed improvements are briefly described as follows: The installation and planting of landscaping, including trees, shrubs, grass and other ornamental vegetation; the installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris; the installation or construction of curbs, gutters, walls, sidewalks or paving, water irrigation, drainage or electrical facilities; and, the maintenance and/or servicing of any of the foregoing.

Section 4. After the proposed territory is annexed to the District, the District shall continue to be designated as City of Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated.

Section 5. Lots or parcels of land within the territory proposed to be annexed to the District that are owned or used by any county, city, city and county, special district or any other local governmental entity, the State of California, or the United States shall be assessed unless
the City demonstrates by clear and convincing evidence that such lots or parcels receive no special benefit from the proposed improvements.

**Section 6.** The City Council hereby orders the City Engineer, or his designee, to prepare and file with the City Clerk a report in writing in connection with the annexation of territory described herein to the District and the levy and collection of assessments against lots and parcels of land within such territory. This report shall be prepared in accordance with the Act and Section 4 of Article XIII D of the California Constitution.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Jurupa Valley on this 16th day of May, 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. 2019-30, was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 16\textsuperscript{th} day of May, 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, this 16\textsuperscript{th} day of May, 2019.

__________________________________________
Victoria Wasko, City Clerk
City of Jurupa Valley
RESOLUTION NO. 2019-31


THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The City Council of the City of Jurupa Valley, pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (hereinafter referred to as the "Act"), did by previous resolution order the City Engineer, or the City Engineer’s designee, to prepare and file a written report in accordance with the Act and Article XIII D of the California Constitution in connection with the proposed annexation of territory to City of Jurupa Valley Lighting District No. 89-1-Consolidated as Zone M and the levy and collection of assessments against lots and parcels of land within City of Jurupa Valley Lighting District No. 89-1-Consolidated for the fiscal year commencing July 1, 2020 and ending June 30, 2021.

Section 2. The Engineer has prepared and filed with the City Clerk of the City of Jurupa Valley and the City Clerk has presented to the City Council such report entitled "Engineer’s Report for City of Jurupa Valley Landscape & Lighting Maintenance District No. 89-1-Consolidated, Zone M, PM 37125 Pilot Flying J" (the "Report").

Section 3. The City Council has carefully examined and reviewed the Report, and the Report is hereby approved as filed.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Jurupa Valley on this 16th day of May, 2019.

______________________________
Brian Berkson
Mayor
CERTIFICATION

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE
CITY OF JURUPA VALLEY

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2019-31, was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 16th day of May, 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, this 16th day of May, 2019.

Victoria Wasko, City Clerk
City of Jurupa Valley
RESOLUTION NO. 2019-32


THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. Pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (hereinafter referred to as the “Act”) and as provided by Article XIII D of the California Constitution, the City Council of the City of Jurupa Valley, by previous Resolution, has initiated proceedings for the annexation of territory described below in Section 4 of this Resolution to City of Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated (hereinafter referred to as the "District") as Zone M, and the levy and collection of assessments against the lots and parcels of land within such territory for fiscal year 2020-2021 to pay for the costs and expenses of the improvements described below in Section 6 of this Resolution.

Section 2. The Engineer selected by the City Council has prepared and filed with the City Clerk of the City of Jurupa Valley and the City Clerk has presented to the City Council a report in connection with the proposed annexation of territory to the District and the levy and collection of assessments against the lots and parcels of land within such territory for fiscal year 2020-2021, and the City Council did by previous Resolution approve such report.

Section 3. The City Council hereby declares its intention to order the annexation of territory described below in Section 4 of this Resolution to the District and to levy and collect assessments against the lots and parcels of land within such territory for fiscal year 2020-2021 to pay for the costs of the improvements described below in Section 6 of this Resolution. The Council hereby determines that the public interest requires this annexation to the District and levy and collection of assessments.

Section 4. The territory proposed to be annexed to the District includes 1 parcel identified as Parcel Map 37125 located at the northwest corner of Riverside Drive and Etiwanda Avenue intersection. Such territory is shown on a map on file in the office of the City Clerk and open to public inspection.
Section 5. After the proposed territory is annexed to the District, the District shall continue to be designated as City of Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated.

Section 6. The proposed improvements are briefly described as follows: The installation and planting of landscaping, including trees, shrubs, grass and other ornamental vegetation; the installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris; the installation or construction of curbs, gutters, walls, sidewalks or paving, water irrigation, drainage or electrical facilities; and the maintenance and/or servicing of any of the foregoing.

Section 7. Lots or parcels of land within the District that are owned or used by any county, city, city and county, special district or any other local governmental entity, the State of California, or the United States shall be assessed unless the City demonstrates by clear and convincing evidence that such lots or parcels receive no special benefit from the proposed improvements.

Section 8. Reference is hereby made to the report of the Engineer entitled "Engineer’s Report for City of Jurupa Valley Landscape & Lighting Maintenance District 89-1-Consolidated, Zone M, PM 37125 Pilot Flying J" on file with the City Clerk for a full and detailed description of the improvements, the boundaries of the territory proposed to be annexed to the District, the boundaries of the existing District and the zones therein, and the proposed assessments upon assessable lots and parcels of land within the territory proposed to be annexed to the District.

Section 9. NOTICE IS HEREBY GIVEN THAT THURSDAY, THE 18th DAY OF JULY, 2019, AT 7:00 P.M., IN THE CITY COUNCIL CHAMBERS AT 8930 LIMONITE AVENUE, JURUPA VALLEY, CALIFORNIA, IS THE TIME AND PLACE FIXED FOR A PUBLIC HEARING BY THE CITY COUNCIL ON THE QUESTION OF THE ANNEXATION OF THE TERRITORY TO THE DISTRICT DESCRIBED ABOVE IN SECTION 4 OF THIS RESOLUTION TO THE DISTRICT AND THE LEVY AND COLLECTION OF THE ASSESSMENT FOR FISCAL YEAR 2020-2021 AGAINST THE LOTS AND PARCELS OF LAND WITHIN SUCH TERRITORY. All interested persons shall be afforded the opportunity to hear and be heard.

Section 10. The City Clerk is hereby authorized and directed to give notice of such hearing as provided by law by causing a notice of the public hearing and an assessment ballot to be mailed by first class mail to the record owners of the parcels in the territory proposed to be annexed to the District no less than 45 days before the date of the public hearing.

Section 11. The City Council hereby designates Victoria Wasko, City Clerk, 8930 Limonite Avenue, Jurupa Valley, California, (951) 332-6464 to answer inquiries regarding the hearing, protest proceedings, and procedural or technical matters.
PASSED, APPROVED, AND ADOPTED by the City Council of the City of Jurupa Valley on this 16\textsuperscript{th} day of May, 2019.

______________________________
Brian Berkson
Mayor

ATTEST:

______________________________
Victoria Wasko, CMC
City Clerk
CERTIFICATION

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE  
CITY OF JURUPA VALLEY

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2019-32, was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 16th day of May, 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, this 16th day of May, 2019.

Victoria Wasko, City Clerk
City of Jurupa Valley
ENGINEER’S REPORT FOR
CITY OF JURUPA VALLEY
LANDSCAPE AND LIGHTING
MAINTENANCE DISTRICT
NO. 89-1-CONSOLIDATED

ZONE M
PM 37125 - Pilot Flying J

May 2019

Prepared By:
HR Green Pacific
1260 Corona Pointe Court, Suite 305
855.900.4742
www.hrgreen.com
# Table of Contents

EXECUTIVE SUMMARY .................................................................................................................. 4  
INTRODUCTION .............................................................................................................................. 4  
PART I – BOUNDARIES OF THE DISTRICT ..................................................................................... 5  
LOCATION OF THE ASSESSMENT ZONE ....................................................................................... 5  
PART II – IMPROVEMENTS AND SERVICES FOR CITY OF JURUPA VALLEY L&LMD NO. 89-1-C ZONE M .......................................................................................................................... 6  
   LANDSCAPING IMPROVEMENTS ............................................................................................... 6  
   STREET LIGHTING IMPROVEMENTS ......................................................................................... 6  
PART III – FINANCIAL ANALYSIS .................................................................................................. 8  
   INTRODUCTION .......................................................................................................................... 8  
   MAXIMUM ASSESSMENT METHODOLOGY .......................................................................... 8  
   COST ESTIMATE ...................................................................................................................... 9  
PART IV – ASSESSMENT DIAGRAM .............................................................................................. 11  
PART V – ASSESSMENT ROLLS .................................................................................................... 12
AGENCY: CITY OF JURUPA VALLEY
SUBJECT: ANNEXATION OF PM37125, PILOT FLYING J, TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO.89-1-CONSOLIDATED (“CITY OF JURUPA VALLEY L&LMD NO.89-1-C”) AS ZONE M
TO: CITY OF JURUPA VALLEY CITY COUNCIL

Pursuant to the direction from the City Council of the City of Jurupa Valley (“City Council”), California, this Engineer’s Report (“Report”) is prepared and hereby submitted for the City of Jurupa Valley (“City”) in compliance with the provisions of Section 22565 through 22574 of the Landscaping and Lighting Act of 1972 (“1972 Act”), said Act being Part 2 of Division 15 of the Streets and Highways Code of the State of California, Section 4 of Article XIII D of the California Constitution.

This Report provides for the annexation of Parcel A of CPM 1507 and LLA 1506 to City of Jurupa Valley L&LMD No. 89-1-C as Zone M and establishes the Maximum Assessment to be levied in the Fiscal Year commencing July 1, 2020 to June 30, 2021 and continuing in all subsequent Fiscal Years, for this area to be known and designated as:

CITY OF JURUPA VALLEY L&LMD NO. 89-1-C ZONE M

PM 37125 - Pilot Flying J

I do hereby assess and apportion the total amount of the costs and expenses upon several parcels of land within said designated area liable therefor and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said services.

NOW, THEREFORE, I, the appointed ENGINEER, acting on behalf of the City of Jurupa Valley, pursuant to the 1972 Act, do hereby submit the following:

Pursuant to the provisions of law, the costs and expenses of the Zone have been assessed upon the parcels of land in the Zone benefited thereby in direct proportion and relation to the estimated benefits to be received by each of said parcels. For particulars as to the identification of said parcels, reference is made to the Assessment Diagram/Boundary Map, a reduced copy of which is included herein.

As required by law, an Assessment Diagram/Boundary Map is filed herewith, showing the Zone, as well as the boundaries and dimensions of the respective parcels and subdivisions of land within said Zone as they exist, as of the date of this Report, each of which subdivisions of land or parcels or lots, respectively, have been assigned a parcel/lot number within a specific tract and indicated on said Assessment Diagram/Boundary Map and in the Assessment Roll contained herein.

The separate numbers given the subdivisions and parcels of land, as shown on said Assessment Diagram/Boundary Map and Assessment Roll, correspond with the numbers assigned to each parcel by the Riverside County Assessor. Reference is made to the County Assessor Roll for a description of the lots or parcels.
As of the date of this Report, there are no parcels or lots within Zone M that are owned by a federal, state or other local governmental agency that will benefit from the services to be provided by the assessments to be collected.

May 16, 2019.

______________________________
Steve Loriso, R.C.E. 64701
EXECUTIVE SUMMARY

INTRODUCTION

Pursuant to the provisions of law, the costs and expenses of the Zone have been assessed upon the parcels of land in the Zone benefited thereby in direct proportion and relation to the estimated benefits to be received by each of said parcels. For particulars as to the identification of said parcels, reference is made to the Assessment Diagram/Boundary Map, a reduced copy of which is included herein. On this 16th day of May, 2019 the City Council, City of Jurupa Valley, State of California, ordering the preparation of the Report providing for the annexation of Parcel Map 37125 to L&LMD No. 89-1-C as Zone M, pursuant to the provisions of the 1972 Act, being Division 15 of the Streets and Highways Code of the State of California, adopt Resolution No. 2019-XXXX for a special assessment district zone known and designated as:

ZONE M

PM 37125 - Pilot Flying J

The annexation of Zone M includes the parcel of land within the commercial subdivision known as Pilot Flying J, also identified as Parcel Map 37125 and by the Assessor Parcel Number(s) 156-120-005 through 156-120-019 (inclusive), 156-120-025, 156-120-028, 156-120-030, 156-120-032, and 156-090-026 valid as of the date of this Report: May 16th, 2019. As required by law, an Assessment Diagram/Boundary Map is filed herewith, showing the Zone, as well as the boundaries and dimensions of the respective parcels and subdivisions of land within said Zone as they exist, as of the date of this Report, each of which subdivisions of land or parcels or lots, respectively, have been assigned a parcel/lot number within a specific tract and indicated on the Assessment Diagram/Boundary Map and in the Assessment Roll contained herein.

The following report presents the engineering analysis for the annexation of Zone M and the establishment of the Maximum Assessment to be levied and collected commencing Fiscal Year 2019-2020 and all subsequent fiscal years.
PART I – BOUNDARIES OF THE DISTRICT

LOCATION OF THE ASSESSMENT ZONE

Zone M shall consist of a benefit zone encompassing the properties within the development known as Pilot Flying J. The proposed improvements described in this Report are based on current development and improvement plans provided as of the date of this Report.

Zone M is generally located Northwest corner of the intersection of Riverside Drive and Etiwanda Avenue, in the City of Jurupa Valley, in the County of Riverside, State of California. It includes 1 parcel, identified as Parcel Map 37125. At the time of this assessment, the assessment zone consists of 20 assessable parcels and zero non-assessable lots. Zone M consists of all lots/units, parcels, and subdivisions of land located in the following development area:

Parcel Map 37125 – Assessor Parcel Number as of date of this Report: 156-120-005 through 156-120-019 (inclusive), 156-120-025, 156-120-028, 156-120-030, 156-120-032, and 156-090-026
PART II – IMPROVEMENTS AND SERVICES FOR CITY OF JURUPA VALLEY
L&LMD NO. 89-1-C ZONE M

The services to be funded by City of Jurupa Valley L&LMD No. 89-1-C Zone M include the maintenance of the streetlights (4), and landscape on the parkway along Etiwanda Avenue and Riverside Drive, at the frontage of Parcel Map 37125 (PM37125). The proposed improvements, the associated costs, and assessments have been carefully reviewed, identified, and allocated based on special benefit.

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include the construction, maintenance, and servicing of public lights, landscaping, dedicated easements for landscape use, and appurtenant facilities. The 1972 Act further provides that assessments may be apportioned upon all assessable lot(s) or parcel(s) of land within an assessment district in proportion to the estimated benefits to be received by each lot or parcel from the improvements rather than by assessed value.

LANDSCAPING IMPROVEMENTS
The assessment will provide for landscaping servicing and maintenance within the limits of the Boundary Map and as approved by the City during the Tentative Parcel Map approval; where the following apply:

1. Servicing: the furnishing of water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.
2. Maintenance: the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including the repair, removal, or replacement of all of part of landscape improvements. Maintenance shall also include tree trimming for the trees identified on the Landscape Plans for Pilot Flying J – PM 37125, Northwest Corner of Etiwanda Ave. and Riverside Dr., prepared by Kimley-Horn and Associates, Inc.

The benefits associated with landscaping improvements include:

1. Enhanced environmental quality of the parcels through improved erosion resistance, dust and debris control, and fire protection.
2. Reduced criminal activity and property-related crimes (especially vandalism) against properties through well-maintained surrounding and amenities.
3. Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuation noise.

STREET LIGHTING IMPROVEMENTS
The assessment will provide for the operating energy cost of the street lights servicing the development, Pilot Flying J, as shown in the Street Lighting Improvement Plan by Kimley-Horn and Associates, Inc., IP18-008.

The benefits associated with streetlight improvements include:
1. Enhanced deterrence of crime such as vandalism and other criminal activities which would reduce damage to improvements or property.
2. Improved visibility to assist police in the protection of property.
3. Improved visibility for egress from and ingress to the property.
PART III – FINANCIAL ANALYSIS

INTRODUCTION
The formula used for calculating assessments reflects the composition of the parcels and the improvements and services provided by the Zone to fairly apportion the costs based on the estimated benefit to each parcel.

The landscaping and streetlight improvements within Zone M provide direct and special benefit to the lots or parcels within the Zone. Therefore, the maintenance of these improvements also provides direct and special benefit by maintaining the functionality of the improvements and allowing the improvements to operate in a proper manner.

Because all benefiting properties consist of a uniform land use, it is determined that all commercial parcels benefit equally from the improvements and the costs and expenses for the maintenance and servicing of landscaping and streetlights are apportioned on a per parcel basis.

The total benefit from the works of improvement is a combination of the special benefits to the parcels within the Zone and the general benefits to the public at large and to adjacent property owners. A portion of the total maintenance costs for the landscaping and streetlights, if any, associated with general benefits will not be assessed to the parcels in the Zone, but will be paid from other City of Jurupa Valley funds.

No property is assessed in excess of the reasonable cost of the proportional special benefit conferred on that property. Additionally, because Parcel Map 37125 identifies one benefiting parcel consisting of a uniform land use within the zone, the proportionate share of the costs and expenses for the provisions of landscaping and streetlights, as well as costs and expenses for the maintenance of the landscaping and streetlights are apportioned equally on a per parcel basis.

MAXIMUM ASSESSMENT METHODOLOGY
The following methodology was adopted by City Council in Resolution No. 2016-01 dated February 4, 2016. Such methodology has been maintained in preparation of this Report. The purpose of establishing a Maximum Assessment formula is to provide for reasonable increases and inflationary adjustments to annual assessments without requiring costly noticing and mailing procedures, which would add to the Zone M costs and assessments.

The Maximum Assessment formula shall be applied to all assessable parcels of land within the Zone. For Zone M, the initial Maximum Assessment(s) for Fiscal Year 2019-2020 are as follows:

1. The initial Total Maximum Assessment established within Zone M PM37125) shall be $8,999.60.
2. The initial Maximum Assessment per assessable parcel/lot/unit established within Zone M, composed of one assessable lot, is anticipated to be $8,999.60.

The initial Maximum Assessment is subject to an annual inflator starting in Fiscal Year 2020-2019. The initial Maximum Assessment shall be adjusted by the greater of two percent (2%) or the cumulative percentage increase in the CPI-U Index published by the Bureau of Labor Statistics of the United States Department of Labor for Riverside-Ontario-San Bernardino.

The Maximum Assessment is adjusted annually and is calculated independent of Zone M’s annual budget and proposed annual assessment. The proposed annual assessment (rate per assessable parcel) applied in any fiscal year is not considered to be an increased assessment if less than or equal to the Maximum Assessment amount. In no case shall the annual assessment exceed the Maximum Assessment.

Although the Maximum Assessment will increase each year, the actual Zone M assessments may remain virtually unchanged. The Maximum Assessment adjustment is designed to establish reasonable limits on Zone M assessments. The Maximum Assessment calculated each year does not require or facilitate an increase of the annual assessment and neither does it restrict assessments to the adjusted maximum amount. If the budget and assessments for the fiscal year require an increase and the increase is more than the adjusted Maximum Assessment, it is considered an increased assessment.

To impose an increase assessment, the City of Jurupa Valley must comply with the provisions of the California Constitution Article XIII D Section 4c, that requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owner through the balloting process must approve the proposed assessment increase. If the proposed assessment is approved, then a new Maximum Assessment is established for Zone M. If the proposed assessment is not approved, the City may not levy an assessment greater than the adjusted Maximum Assessment previously established for Zone M.

**COST ESTIMATE**

The Assessment for each assessable parcel within Zone M is calculated by dividing the total Annual Balance to Levy by the total number of assessable subdivided parcels within Zone M to determine the Annual Assessment per assessable parcel.

\[
\frac{\text{Annual Balance to Levy}}{\text{Total number of assessable parcels}} = \text{Annual Assessment per assessable parcel}
\]

The Annual Balance to Levy is the Total Annual Landscaping Costs as seen in the following summary table:
### CITY OF JURUPA VALLEY L&LMD NO. 89-1-C ZONE M

**PM 37125 - Pilot Flying J**

**FY 2020-2021**

Total Assessable Parcels/Lots: 1 (PM37125)

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Total Cost for Zone M</th>
<th>Cost per Parcel/Lot for Zone M</th>
</tr>
</thead>
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<tr>
<td><strong>Street Lighting:</strong></td>
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<tr>
<td>Annual Energy Charge of $111.15 per street light for 4 lights</td>
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<td>Street Lights – 150 Watt LED:</td>
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<td>Administration:</td>
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<td><strong>TOTAL ANNUAL STREET LIGHTING COSTS:</strong></td>
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<tr>
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<td>Contingency:</td>
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<tr>
<td><strong>TOTAL ANNUAL LANDSCAPING COSTS:</strong></td>
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<tr>
<td><strong>TOTAL ANNUAL STREET LIGHTING AND LANDSCAPING COSTS</strong></td>
<td>$8,999.60</td>
<td>$8,999.60</td>
</tr>
</tbody>
</table>

**INITIAL MAXIMUM ASSESSMENT PER ASSESSABLE LOT/UNIT OR PARCEL:** $8,999.60

**Notes:**

Water meter cost included on landscape rate.

Water cost included in landscape rate.
PART IV – ASSESSMENT DIAGRAM
(See next page)
ASSESSMENT DIAGRAM/ BOUNDARY MAP
CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING
MAINTENANCE DISTRICT NO. 89-1- CONSOLIDATED
ZONE M
PM 37125 – PILOT FLYING J
CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ASSESSOR’S PARCEL NUMBER AS OF DATE OF ENGINEER’S REPORT
156-120-005 through 156-120-019 (inclusive), 156-120-025, 156-120-028, 156-120-030, 156-120-032, and 156-090-026

Subzone Boundary

Project Site

VICINITY MAP
For details concerning the lines and dimensions of the applicable Assessor’s Parcel numbers, refer to the County Assessor’s Maps as of the date of the Report.

PM 37125
PART V – ASSESSMENT ROLLS

Parcel identification for each lot/unit or parcel within Zone M shall be the parcels as shown on the Riverside County Secured Roll for the year in which this Report is prepared and reflective of the Assessor’s Parcel Maps. Zone M includes the following Assessor’s Parcel Numbers (APNs) as of the date of this Report: 156-120-005 through 156-120-019 (inclusive), 156-120-025, 156-120-028, 156-120-030, 156-120-032, and 156-090-026.

The initial Maximum Assessment shall be adjusted annually by the greater of two percent (2%) or the cumulative percentage increase in the CPI-U for All Items Index published by the BLS.

When subdivided, the initial Maximum Assessments per assessable lot/unit or parcel for Zone M are as follows:

<table>
<thead>
<tr>
<th>Parcel/ Lot No.</th>
<th>Maximum Assessment</th>
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</thead>
<tbody>
<tr>
<td>PM37125</td>
<td>$8,999.60</td>
</tr>
</tbody>
</table>
STAFF REPORT

DATE: MAY 16, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY S. THOMPSON, CITY MANAGER

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

SUBJECT: AGENDA ITEM NO. 14.D

APPROVAL OF FINAL TRACT MAP 32722 LOCATED ON THE NORTH SIDE OF MISSION BOULEVARD BETWEEN PYRITE STREET AND CAMINO REAL INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION, APPROVAL OF SUBDIVISION AGREEMENTS, AND ACCEPTANCE OF IMPROVEMENT BONDS (HACIENDA PROPERTIES, LLC)

RECOMMENDATION

1. That the City Council approve Final Tract Map 32722 and accept the dedications as follows:

   a. Accept the offers of dedication for streets and public utility purposes over all of Lots “A” and “B”, as shown on Final Tract Map 32722.

2. Authorize the Mayor and City Clerk to sign Final Tract Map 32722.

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

4. Accept the Faithful Performance Bond No. 1159483 in the amount of $401,000 and Material and Labor Bond No. 1159483 in the amount of $200,500 from Lexon Insurance Company for the construction of Improvements and Monument Bond No. 1159483 in the amount of $10,000 from Lexon Insurance Company.

BACKGROUND

Tentative Tract Map 32722 was conditionally approved by the County Board of Supervisors when TTM32722 was received and filed on July 26, 2006. Staff has reviewed Final Tract Map 32722 and finds that it is in substantial conformance with the approved Tentative Map. The City Attorney has reviewed and approved to form the Subdivision Agreements and the Public Improvement Bond Forms. This action
approves the Final Tract Map, Subdivision Agreements, and accepts offers of dedication and improvement bonds related to the subdivision.

ANALYSIS

Final Tract Map 32722 provides for the development of a 16 lot single-family residential subdivision and all associated road and utility improvements on a 5.24 acre site located on the north side of Mission Boulevard between Pyrite Street and Camino Real. The next step in the process is consideration of the final map, the agreements for the subdivision work, and posting surety to guarantee completion of subdivision work.

The development proposes single family dwelling units on 7,200 SF minimum lots. Lots will be developed along Lamelas Circle (new). The City Engineer has reviewed the final map (attached) and finds that it is in substantial conformance with the Tentative Map. The Engineering Department and Planning Department staff have reviewed the conditions of approval and have determined all conditions required for map recordation have been met. The City Attorney has reviewed and approved the Subdivision Improvement Agreements and the Improvement Bond forms. Staff recommends that the City Council approve final Tract Map 32722 and accept the offers of dedication, the subdivision agreements, and the public improvement bonds.

FISCAL IMPACT

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

ALTERNATIVES

1. Take no action.

2. Provide alternative direction to staff.

************************************************************************** SIGNATURES ON FOLLOWING PAGE ****************************
Reviewed by:

Steve R. Loriso, PE
City Engineer

Submitted by:

Gary S. Thompson
City Manager

Prepared by:

Tina M. York, PE
Development Services Manager

Reviewed by:

George A. Wentz
Deputy City Manager

Approved as to form by:

Peter M. Thorson
City Attorney

Reviewed by:

Alan Kreimeier
Administrative Services Director

Attachments:

1. Exhibit #1 Tract Map 32722
2. Exhibit #2 Subdivision Agreements
3. Exhibit #3 Improvement Bonds
IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 32722

BEING A SUBDIVISION OF PARCEL A, AS SHOWN ON LOT LINE ADJUSTMENT NO. 13242, AS EVIDENCED BY DOCUMENT NUMBER REG SST 25-2013 AS INSTRUMENT NUMBER 305-3754163, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

FOR SEC. 7, T. 35, R. 5 W.S.

Zaki Properties, Inc.
March 2010

SURVEYOR’S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformity with the requirements of the subdivision plat act and local ordinance at the request of Zaki Properties, on September 25, 2010, I hereby state that all conditions are met and occupy the positions required of the developer for the plat and that all the conditions are, or will be, sufficient to enable the survey to be retraced, and that this final survey map is true and conforming to the approved tentative map. The survey is true and complete as shown.

DATE: 25-

DANIEL J. IRWIN

SIGNATURE OMISSIONS NOTE

Pursuant to sections 664, 665, and 666 of the California Civil Code, the names of the following persons have been intentionally omitted from this map:

NAME: ______________________ 

DATE: 25-

WILLIAM D. MOTT

TAX TITLE CERTIFICATE


DATE: 25-

WILLIAM D. MOTT

CITY COUNCIL’S STATEMENT

The city of Jurupa Valley, County of Riverside, State of California, by its city council, hereby approves the plat map and accepts the plat of the subdivision named herein as it appears on the tentative map of tract 32722 as filed, amended, and approved by the Jurupa Valley Planning Commission, the map and plat having been approved by the city council, having due notice thereof, on the 10th day of May, 2010.

DATE: 25-

BRIAN BERKON, MAYOR

VICTORIA MAZKO, CITY CLERK
AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS

This agreement, made and entered into as of ________April 23rd______, 2019 by and between the City of Jurupa Valley, County of Riverside, State of California hereinafter called City and Hacienda Properties, LLC, a limited liability corporation hereinafter called Subdivider.

WITNESSETH:

FIRST: Subdivider, for and in consideration of the approval by City of the final map of that certain land division known as Tract 32722, hereby agrees, at Subdivider’s own cost and expense, to furnish all labor, equipment and materials necessary to set, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the City Engineer tie notes for said tract in accordance with the standards set forth in Chapter 7.20, including Section 7.20.100, of the Jurupa Valley Municipal Code and Section 8771 et seq. of the Business and Professions Code of the State of California. Subdivider further agrees to pay, within 30 days of presentation to Subdivider of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Subdivider further agrees that if payment to the surveyor or engineer is not made within 30 days and the surveyor or engineer notifies City Engineer that he has not been paid for setting the final monuments, the City Council is authorized pursuant to Section 66497 of the Government Code, after providing Subdivider with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, to order that payment be made by City to the engineer or surveyor. If this occurs, the Subdivider shall, upon demand made by the City Engineer, and without proof of loss by City, reimburse City for any funds so expended. Notwithstanding any other provisions herein, the determination of City as to whether the surveyor or engineer has been paid shall be conclusive on Subdivider, its surety, and all parties who may have an interest in the agreement or any portion thereof.

All of the above required work shall be done under the inspection of, and to the satisfaction of, the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City Engineer. The estimated cost of said work and improvements is the sum of Monument Bond Amount ten thousand dollars ($10,000).

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>City</th>
<th>Subdivider</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Jurupa Valley</td>
<td>Hacienda Properties, LLC</td>
</tr>
<tr>
<td>8930 Limonite Ave</td>
<td>PO Box 1551</td>
</tr>
<tr>
<td>Jurupa Valley, CA 92509</td>
<td>Downey, CA 90240</td>
</tr>
</tbody>
</table>

TENTH: General.

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

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

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

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

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

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

G. Binding on Successors. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns, executors and administrators.
IN WITNESS WHEREOF, this Agreement has been duly approved and executed on behalf of the parties as of the date first written above.

SUBDIVIDER
HACIENDA PROPERTIES, LLC, a limited liability corporation

[Signature]
Name: Ramon Lameiras
President

[Signature]
Name: Carmen Lameiras
Secretary

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

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

THREE ORIGINALS OF AGREEMENT ARE REQUIRED; SIGNATURES OF SUBDIVIDER MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC.
"CITY"
CITY OF JURUPA VALLEY, a Municipal corporation

Brian Berkson
Mayor

ATTEST:

Vicki Wasco, CMC
City Clerk

APPROVED:

Steve R. Loriso, PE
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 7/26/18
ACKNOWLEDGMENT

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

State of California
County of Los Angeles

On April 23, 2019 before me, Ramon Lamelas, Notary Public, personally appeared RAMON LAMELAS and CARMEN LAMELAS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature ____________________________

(Seal)
SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS
TRACT NO. 32722

This agreement, made and entered _______Apeil 23rd____, 2019 by and between the City of Jurupa Valley, State of California, hereinafter called City, and Hacienda Properties, LLC, a limited liability corporation, hereinafter called Subdivider.

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

FIRST: Subdivider, for and in consideration of the approval by City of the final map of that certain land division known as Tract 32722, hereby agrees, at Subdivider’s own cost and expense, to construct or cause to have constructed, with twenty four (24) months from the date this agreement is executed, in a good and workmanlike manner, a sewer system, complete with all necessary pipes, connections, and appurtenances necessary to the satisfactory operation of said systems, and further, to extend main or mains from the existing system maintained and operated by Jurupa Community Services District (JCSD) to connect with the system described above with all pipe laid at such a depth as shown on the JCSD approved sewer improvement plan from the top of the pipe to street grade, unless otherwise specified by the JCSD District Engineer, all in accordance with those plans and specifications which have been approved by both the County Health Director and the City Engineer, and are on file in the office of JCSD. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, JCSD, and shall not be deemed complete until approved and accepted as complete by JCSD. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and JCSD and during this one year period to repair or replace to the satisfaction of the City Engineer and the JCSD District Engineer any defective work or labor done or defective materials furnished. Subdivider further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of thirty-nine thousand five hundred dollars ($39,500).

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

THIRD: City shall not, nor shall any officer, employee or consultant of City be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer, employee, or agent thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Subdivider, its agents or employees, in the performance of the work, and all or said liabilities are assume by Subdivider. Subdivider agrees to protect, defend, and hold harmless City and the officers, employees and consultants thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Subdivider, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.
FOURTH: The Subdivider hereby grants to City, or any agent or employee of City, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Subdivider has completed work within the time specified or any extension thereof granted by the City and the work has been accepted by the City.

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

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

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

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

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

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

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

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</tr>
<tr>
<td>Jurupa Valley, CA 92509</td>
<td>Downey, CA 90240</td>
</tr>
<tr>
<td>Attention: City Engineer</td>
<td>Attention: President</td>
</tr>
</tbody>
</table>

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

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

FOURTEENTH: Until such time as the Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Improvements constructed or installed. Until such time as all Improvements required by this Agreement are fully completed and accepted by City, Subdivider will be responsible for the care, maintenance of, and any damage to such improvement.

FIFTEENTH: Upon acceptance of the work on behalf of City and recordation of the Notice of Completion, ownership of the improvements constructed pursuant to this Agreement shall vest in City.

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

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

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

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

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

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

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

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

SUBDIVIDER

HACIENDA PROPERTIES, LLC, a limited liability corporation

Name: Ramon Lamelas
President

Name: Carmen Lamelas
Secretary

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

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

THREE ORIGINALS OF AGREEMENT ARE REQUIRED; SIGNATURES OF SUBDIVIDER MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC.
"CITY"

CITY OF JURUPA VALLEY, a Municipal corporation

Brian Berkson
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:

Steve R. Loriso, PE
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 1/16/18
ACKNOWLEDGMENT

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

State of California
County of Los Angeles

On April 23, 2019 before me, Ramon Lamelas, Notary Public, personally appeared RAMON LAMELAS and CARMEN LAMELAS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  

(Seal)
SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS
TRACT NO. 32722

This agreement, made and entered as of April 23, 2019 by and between the City of Jurupa Valley, State of California, hereinafter called City, and Hacienda Properties, LLC, a limited liability corporation, hereinafter called Subdivider.

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

FIRST: Subdivider, for and in consideration of the approval by City of the final map of that certain land division known as Tract 32722, hereby agrees, at Subdivider's own cost and expense, to construct or cause to have constructed, with twenty four (24) months from the date this agreement is executed, in a good and workmanlike manner, road and drainage improvements, complete with all necessary curbs, gutter, sidewalks, street lights, pavement, storm drain pipes, and catch basins to the satisfactory operation of said systems, with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the City Engineer, all in accordance with those plans and specifications which have been approved by both the Riverside County Flood Control and Water Conservation District and the City Engineer, and are on file in the office of the City Engineer. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and during this one year period to repair or replace to the satisfaction of the City Engineer any defective work or labor done or defective materials furnished. Subdivider further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of two hundred eighty-six thousand dollars ($286,000).

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

THIRD: City shall not, nor shall any officer, employee or consultant of City be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this agreement prior to the completion and acceptance thereof, nor shall City or any officer, employee, or agent thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Subdivider, its agents or employees, in the performance of the work, and all or said liabilities are assume by Subdivider. Subdivider agrees to protect, defend, and hold harmless City and the officers, employees and consultants thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Subdivider, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.
FOURTH: The Subdivider hereby grants to City, or any agent or employee of City, the irrevocable permission to enter upon the lands of the subject land division for the purpose of completing the improvements. This permission shall terminate in the event that Subdivider has completed work within the time specified or any extension thereof granted by the City and the work has been accepted by the City.

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>City</th>
<th>Subdivider</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Jurupa Valley</td>
<td>Hacienda Properties, LLC</td>
</tr>
<tr>
<td>8930 Limonite Ave</td>
<td>PO Box 1551</td>
</tr>
<tr>
<td>Jurupa Valley, CA 92509</td>
<td>Downey, CA 90240</td>
</tr>
<tr>
<td>Attention: City Engineer</td>
<td>Attention: President</td>
</tr>
</tbody>
</table>

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

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

FOURTEENTH: Until such time as the Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Improvements constructed or installed. Until such time as all Improvements required by this Agreement are fully completed and accepted by City, Subdivider will be responsible for the care, maintenance of, and any damage to such improvement.

FIFTEENTH: Upon acceptance of the work on behalf of City and recordation of the Notice of Completion, ownership of the improvements constructed pursuant to this Agreement shall vest in City.

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

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

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

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

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

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

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

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

SUBDIVIDER

HACIENDA PROPERTIES, LLC, a limited liability corporation

[Signature]
Name: Ramon Ramirez
President

[Signature]
Name: Carmen Ramirez
Secretary

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

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

THREE ORIGINALS OF AGREEMENT ARE REQUIRED; SIGNATURES OF SUBDIVIDER MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC.
"CITY"

CITY OF JURUPA VALLEY, a Municipal corporation

Brian Berkson
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:

Steve R. Lorisio, PE
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 1/16/18
ACKNOWLEDGMENT

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

State of California
County of Los Angeles

On April 23, 2019 before me, Ramon Lamelas, Notary Public, personally appeared RAMON LAMELAS and CARMEN LAMELAS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(Seal)
SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS
TRACT NO. 32722

This agreement, made and entered __________, 2019 by and between the City of Jurupa Valley, State of California, hereinafter called City, and Hacienda Properties, LLC, a limited liability corporation, hereinafter called Subdivider.

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

FIRST: Subdivider, for and in consideration of the approval by City of the final map of that certain land division known as Tract 32722, hereby agrees, at Subdivider’s own cost and expense, to construct or cause to have constructed, with twenty four (24) months from the date this agreement is executed, in a good and workmanlike manner, a water system, complete with all necessary pipes, valves, fire hydrants, connections, and appurtenances necessary to the satisfactory operation of said distribution system, and further, to extend main or mains from the existing supply system maintained and operated by Jurupa Community Services District (JCSD) to connect with the distribution system described above with all pipe laid at such a depth as shown on the JCSD approved water improvement plans from the top of the pipe to street grade, unless otherwise specified by the JCSD District Engineer, all in accordance with those plans and specifications which have been approved by both the County Health Director and the City Engineer, and are on file in the office of JCSD. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, JCSD, and shall not be deemed complete until approved and accepted as complete by JCSD. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and JCSD and during this one year period to repair or replace to the satisfaction of the City Engineer and the JCSD District Engineer any defective work or labor done or defective materials furnished. Subdivider further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of seventy-five thousand five hundred dollars ($75,500).

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

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

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

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

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

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

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

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

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

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

FOURTEENTH: Until such time as the Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Improvements constructed or installed. Until such time as all Improvements required by this Agreement are fully completed and accepted by City, Subdivider will be responsible for the care, maintenance of, and any damage to such improvement.

FIFTEENTH: Upon acceptance of the work on behalf of City and recordation of the Notice of Completion, ownership of the improvements constructed pursuant to this Agreement shall vest in City.

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

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

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

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

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

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

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

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

SUBDIVIDER

HACIENDA PROPERTIES, LLC, a limited liability corporation

[Signature]
Name: RAMON RAMIREZ
President

[Signature]
Name: [SIGNED]
Secretary

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

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

THREE ORIGINALS OF AGREEMENT ARE REQUIRED; SIGNATURES OF SUBDIVIDER MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC.
“CITY”

CITY OF JURUPA VALLEY, a Municipal corporation

Brian Berkson
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:

Steve R. Loriso, PE
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 1/16/18
ACKNOWLEDGMENT

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

State of California
County of Los Angeles

On April 23, 2019 before me, Ramon Lamelas, Notary Public, personally appeared RAMON LAMELAS and CARMEN LAMELAS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

(Seal)
SUBDIVISION MONUMENT BOND
CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
(Government Code Section 66496)

<table>
<thead>
<tr>
<th>Tract Map No</th>
<th>32722</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond No</td>
<td>#1159483</td>
</tr>
<tr>
<td>Principal Address</td>
<td>Hacienda Properties, LLC</td>
</tr>
<tr>
<td>City/State</td>
<td>PO Box 1551</td>
</tr>
<tr>
<td>Zip</td>
<td>90240</td>
</tr>
<tr>
<td>Phone</td>
<td>562-923-2946</td>
</tr>
<tr>
<td>Surety</td>
<td>Lexon Insurance Company</td>
</tr>
<tr>
<td>Address</td>
<td>12890 Lebanon Road</td>
</tr>
<tr>
<td>City/State</td>
<td>Mt. Juliet, TN</td>
</tr>
<tr>
<td>Zip</td>
<td>37122</td>
</tr>
<tr>
<td>Phone</td>
<td>615-553-9500</td>
</tr>
</tbody>
</table>

KNOW ALL MEN BY THESE PRESENTS:

That, Hacienda Properties, LLC, subdivider, as principal, and Lexon Ins. Co., a corporation, as surety, are hereby jointly and severally bound to pay to the City of Jurupa Valley the sum of ten thousand dollars ($10,000).

The condition of this obligation is that, whereas the subdivider, as a condition of the filing of the final map of Tract Map Number 32722, entered into an agreement with the City of Jurupa Valley to set Survey Monuments and Tie Points in said tract and furnish Tie Notes therefore and to pay the engineer or surveyor performing the work, in full, within 30 days after completion.

NOW, THEREFORE, if the subdivider shall well and truly perform said agreement during the original term thereof, or of any extension of said term that may be granted by the City of Jurupa Valley, with or without notice to the surety, then this obligation shall become null and void; otherwise, it shall remain in full force and effect.

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

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code and commencement of construction are not conditions precedent to surety’s obligations hereunder and are hereby waived by surety.
IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on September 20, 2018.

NAME OF PRINCIPAL: Hacienda Properties, LLC

AUTHORIZED SIGNATURE(S):

By: [Signature]

Name: Romen Lamelas
Title: Managing Member

NAME OF SURETY: Lexon Insurance Company

AUTHORIZED SIGNATURE:

Craig Sherman- Its Attorney-in-Fact

Title

(If corporation, affix seal)

(If corporation, affix seal)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTorney-IN-FACT.
CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss:

On 9-25-2018 before me,

CINDY J. GALINDO, NOTARY PUBLIC

a Notary Public, personally appeared CINDY J. GALINDO, commission no.

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

CINDY J. GALINDO
Notary Public - California
Los Angeles County
Commission # 2216794
My Comm. Expires Oct 31, 2021
STATE OF ILLINOIS       (       SS
COUNTY OF COOK         ( 

I, Karen N. Genoff, a Notary of Public of Cook County, State of Illinois, do hereby certify that Craig Sherman, Attorney in Fact of Lexon Insurance Company, whom I personally know to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, for and on behalf of Lexon Insurance Company incorporated in the State of Texas for the uses and purposes therein set forth.

Given under my Hand and Notarial Seal at my Office in Chicago, Illinois in said County this

20th Day of September, 2018

My Commission Expires

Karen N. Genoff
NOTARY

OFFICIAL SEAL
KAREN N GENOFF
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires 05-01-2022
POWER OF ATTORNEY

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Ted Sherman, Craig Sherman, Karen Genoff its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $2,500,000.00, Two Million Five Hundred Thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY

BY __________________________
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

BY __________________________
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 20th Day of Sept., 2018.

BY __________________________
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."
FAITHFUL PERFORMANCE BOND
CITY OF JURUPA VALLEY, STATE OF CALIFORNIA
(Government Code Section 66499.1)

FOR: Streets and Drainage $286,000
     Water System $ 75,500
     Sewer System $ 39,500

Tract Map 32722
Bond No. #1159483

Premium

Surety Lexon Insurance Company
Address 12890 Lebanon Road
City/State Mt. Juliet, TN
Zip code 37122
Phone 615-553-9500

Principal Hacienda Properties, LLC
Address PO Box 1551
City/State Downey, CA
Zip 90240
Phone 562-923-2946

WHEREAS, the City of Jurupa Valley, State of California, and Hacienda Properties, LLC,
(hereinafter designated as "principal") have entered into, or are about to enter into, the
attached agreement(s) whereby principal agrees to install and complete the above designated
public improvements relating to TR32722, which agreement(s) is/are hereby referred to and
made a part hereof; and,

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

NOW, THEREFORE, we the principal and undersigned, as corporate surety, are held and
firmly bound unto the City of Jurupa Valley in the penal sum of four hundred one thousand
dollars ($401,000) lawful money of the United States, for the payment of which sum will and
truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly
and severally, firmly by these presents.

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

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

FAITHFUL PERFORMANCE BOND

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on September 20, 2018.

NAME OF PRINCIPAL: Hacienda Properties, LLC

AUTHORIZED SIGNATURE(S):

By: [Signature]
Name: Raman Lamelas
Title: Managing Member

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Lexon Insurance Company

AUTHORIZED SIGNATURE: Craig Sherman-Its Attorney-in-Fact
Title

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.
CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA
COUNTY OF Los Angeles ss:

On 9-25-2018 before me, a Notary Public, personally appeared

CINDY J. SALINDO, NOTARY PUBLIC

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

CINDY J. SALINDO

Notary Public - California
Los Angeles County
Commission # 2216794
My Comm. Expires Oct 31, 2024
STATE OF ILLINOIS
COUNTY OF COOK

I, Karen N. Genoff, a Notary of Public of Cook County, State of Illinois do hereby certify that Craig Sherman, Attorney in Fact of Lexon Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, for and on behalf of Lexon Insurance Company Incorporated in the State of Texas for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in Chicago, Illinois in said County this

20th Day of September, 2018

My Commission Expires

Karen N. Genoff

NOTARY

OFFICIAL SEAL
KAREN N GENOFF
NOTARY PUBLIC - STATEOF ILLINOIS
My Commission Expires 05-01-2022
POWER OF ATTORNEY

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Ted Sherman, Craig Sherman, Karen Genoff its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $2,500,000.00, Two Million Five Hundred Thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY

BY ____________________________
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument, that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

BY ____________________________
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 20th Day of Sept. 2018.

BY ____________________________
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."
MATERIAL AND LABOR BOND
CITY OF JURUPA VALLEY, STATE OF CALIFORNIA
(Government Code Section 66499.1)

FOR: Streets and Drainage $143,000 Tract Map 32722
Water System $ 37,750 Bond No. #1159483
Sewer System $ 19,750

Premium

Surety Lexon Insurance Company Principal Hacienda Properties, LLC
Address 12890 Lebanon Road Address PO Box 1551
City/State Mt. Juliet, TN City/State Downey, CA
Zip code 37122 Zip 90240
Phone 615-553-9500 Phone 562-923-2946

WHEREAS, the City of Jurupa Valley, State of California, and Hacienda Properties, LLC, (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to TR32722, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the City of Jurupa Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of two hundred thousand five hundred dollars ($200,500) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.
M A T E R I A L  A N D  L A B O R  B O N D

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on  September 20, 2018.

NAME OF PRINCIPAL:  Hacienda Properties, LLC

AUTHORIZED SIGNATURE(S):

By:  

Name: Ramon Lamelas
Title: Managing Member

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Lexon Insurance Company

AUTHORIZED SIGNATURE:  Craig Sherman-

Its Attorney-in-Fact
Title

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.
CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss:

On 9-25-2018 before me,

CINDY J. GALINDO, NOTARY PUBLIC

a Notary Public, personally appeared RAMON CAMELIA

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

Cindy J. Galindo

CINDY J. GALINDO
Notary Public - California
Los Angeles County
Commission # 2216794
My Comm. Expires Oct 31, 2021
STATE OF ILLINOIS ( )
COUNTY OF COOK ( )

I, Karen N. Genoff, a Notary of Public of Cook County, State of Illinois do hereby certify that Craig Sherman, Attorney in Fact of Lexon Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, for and on behalf of Lexon Insurance Company Incorporated in the State of Texas for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in Chicago, Illinois in said county this

20th Day of September , 2018

My Commission Expires

Karen N. Genoff
NOTARY

OFFICIAL SEAL
KAREN N GENOFF
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires 05-01-2022
POWER OF ATTORNEY

LEXON INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Ted Sherman, Craig Sherman, Karen Genoff its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surely, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $2,500,000.00, Two Million Five Hundred Thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY

BY

David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did deposite and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

BY

Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, a Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 20th Day of Sept 2018.

BY

Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."
STAFF REPORT

DATE: MAY 16, 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 JURUPA VALLEY MEDICAL PARTNERS, LLC AND THE CITY OF JURUPA VALLEY FOR MAINTENANCE OF CITY PARKWAYS FOR THE PEDLEY MEDICAL CLINIC LOCATED AT THE SOUTHWEST CORNER OF MISSION BOULEVARD AND PEDLEY ROAD

RECOMMENDATION

1. That the City Council approve the agreement between Jurupa Valley Medical Partners, LLC 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

Jurupa Valley Medical Partners, LLC is the owner of the property located at the Southwest corner of Mission Boulevard and Pedley Road, identified by APNs 169-172-072 and 169-172-073 as of the date on this report. The owner was granted a conditional use permit and a site development permit for the development of a medical clinic on approximately 3.9 acres of land. As part of the development, the owner is required to improve the City parkway area in front of their property along Mission Boulevard and Pedley Road. Parkway improvements include, but are not limited to, landscaped parkway, trails, sidewalk, and street lighting.

ANALYSIS

The owner is responsible for the improvement of the parkways pursuant to the conditions of approval of the Land Use Entitlements. In-lieu of annexation into the JV L&LMD 89-1-C for the maintenance of improvements within the public right-of-way, the owner requested to proceed with entering into this agreement. As a result of this
agreement, the owner will be responsible for maintenance of the landscaping, the irrigation system, the trails, streetlights, 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**********************************************************************
Prepared by:

Carolina Fernandez, E.I.T.
Assistant Engineer

Reviewed by:

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

Reviewed by:

Alan Kreimeier
Administrative Services Director

Reviewed by:

George A. Wentz
Deputy City Manager

Approved as to form:

Peter Thorson
City Attorney

Submitted by:

Gary S. Thompson
City Manager

Attachments:

1) Agreement for Landscaping and Maintenance of City Right of Way for Pedley Medical Clinic.
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 May 2, 2019, between the City of Jurupa Valley ("City") and Jurupa Valley Medical Partners LLC ("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 8876 Mission Blvd, 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) Parcel/Tentative Map No. APNs 169-172-072 and 169-172-073

      2) Conditional Use Permit No. CUP16014
3) Site Development Permit No. SDP16037

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 Upland 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 any 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, except to the extent arising out of the negligence or willful misconduct of the City, its elected officials, authorized agents, officers, representative and/or employees.

   A. Owner shall notify the City within five (5) business days of any written claim regarding personal injury or property damage on the Parkway received by Owner.
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 insureds. 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 reasonably 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 reasonably 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. As of the date hereof, Owner warrants and represent to City that, other than the lender: executing the Lender’s Consent and Subordination to Agreement for Maintenance of City Parkways for Individual Commercial/Industral Properties attached hereto as Exhibit “C,” 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

By: [Signature]
Name: Richard E. Bourne
Title: Managing Member

By: [Signature]
Name: 
Title: 

[SIGNATURES OF TWO CORPORATE PRESIDENT AND SECRETARY OR CORPORATE RESOLUTION OF AUTHORITY IS REQUIRED]
A notary public or other officer
completing this certificate verifies only
the identity of the individual who signed
the document to which this certificate is
attached, and not the truthfulness,
accuracy, or validity of that document.

State of California  )
County of Orange   )

On May 1, 2019, before me, L. G. Feinstein, Notary Public,
(insert name and title of the officer)
Notary Public, personally appeared Richard Edmund Boureston,
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 L. G. Feinstein (Seal)
EXHIBIT A

DESCRIPTION OF PROPERTY

The maintenance area includes the landscape parkway, sidewalk, trail improvements, monuments, and streetlights at the frontage of the property generally located at the southwest corner of Mission Boulevard and Pedley Road intersection in the City of Jurupa Valley, refer to next page for legal description of the property.
EXHIBIT "A" - LEGAL DESCRIPTION
CERTIFICATE OF PARCEL MERGER NO. CPM 1603

PARCEL 1:

BEING ALL OF PARCELS 1 AND 2 OF PARCEL MAP 21336, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 151, PAGES 47 THROUGH 48 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SECTION 11, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.M., MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1 AND PARCEL 2, NORTH 89°58'48" EAST 494.93 FEET TO AN ANGLE POINT IN THE NORTHERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 45°00'31" EAST 32.53 FEET TO THE EASTERNLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID EASTERNLY LINE, SOUTH 00°00'09" WEST 304.83 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 2;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 AND PARCEL 1, SOUTH 89°57'49" WEST 573.23 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 1, NORTH 00°03'12" EAST 377.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.894 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DATED THIS 8TH DAY OF JANUARY, 2019.

KURT R. TROXELL, LS. 7854
FUSCOE ENGINEERING

Record Owner(s): JURUPA VALLEY MEDICAL PARTNERS, LLC
Address: 1 BETTERWORLD CIRCLE, SUITE 301
TEMECULA, CA 92590

Exhibit Prepared by: KURT R. TROXELL, LS 7854
FUSCOE ENGINEERING, INC.
Address: 16795 VON KARMAN SUITE 100
IRVINE, CA 92606
Phone Number: (949) 474-1960 X 4352

Scale: NA
Assessor’s Parcel Number(s): 169-172-073
169-172-072
EXHIBIT B

DESCRIPTION AND DEPICTION OF PARKWAYS

The improvements within the parkway on Mission Boulevard and Pedley Road are: irrigation and landscaping of the parkway, sidewalk, trail improvements, monuments, and streetlights. Generally shown in the figures below.
EXHIBIT C

LENDER'S CONSENT AND SUBORDINATION TO AGREEMENT FOR MAINTENANCE OF CITY PARKWAYS FOR INDIVIDUAL COMMERCIAL/INDUSTRIAL PROPERTIES

1. Southern California IBEW-NECA Pension Plan ("Lender") holds a security interest in a portion of the Property described in the attached "AGREEMENT FOR MAINTENANCE OF CITY PARKWAYS FOR INDIVIDUAL COMMERCIAL/INDUSTRIAL PROPERTIES" ("Agreement") set forth above between the City of Jurupa Valley ("City") and Jurupa Valley Medical Partners LLC ("Owner"), dated as of May 2, 2019.

2. Lender acknowledges that the Agreement is an integral part of the Owner's land use entitlements for the Property and provides significant benefits to the Owner and to the Property.

3. In consideration of the rights and benefits conferred upon the Owner by the terms of the Agreement and in recognition of the accrual of those benefits to the Lender in the event Lender takes possession of the Property, Lender hereby consents to the Agreement, its recordation and further agrees that Lender's interests in the Property are subject to, and made subordinate to, the rights and interests of the City as set forth in the Agreement.

4. The City agrees to provide notice of any default to Lender pursuant to Section 10 of the Agreement at the following address:
   Southern California IBEW-NECA Pension Plan
c/o American Realty Advisors
515 Flower Street, 49th Floor
Los Angeles, California 90071
Attention: Stanley L. Iezman and Daniel S. Robinson

5. The individuals who have signed this document on behalf of Lender have the legal power, right, and authority approve this Consent and bind the Lender.

IN WITNESS WHEREOF the Lender has executed this Consent and Subordination as of April 24, 2019

Southern California IBEW-NECA Pension Plan

By: American Realty Advisors as Real Estate Investment Manager

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

State of California
County of LOS ANGELES

On APRIL 29, 2019, before me, LISA LEE, (insert name and title of the officer)
Notary Public, personally appeared SCOTT DARLING, who proved to me or 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 LISA LEE (Seal)
LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

JURUPA VALLEY MEDICAL PARTNERS, LLC

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this "Agreement") of Jurupa Valley Medical Partners, LLC, a California limited liability company (the "Company") is made effective as of September 30, 2016, by and among the individuals and entities executing set forth on the signature page attached hereto below (each known as an "Initial Member"). The Initial Members together with any other person or entity who may hereafter be admitted as a member of the Company in accordance with the terms of this Agreement are sometimes referred to herein each as a "Member" and collectively as the "Members."

In consideration of the mutual covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
ORGANIZATION

1.1 Formation. The Members hereby acknowledge the formation of the Company as a limited liability company pursuant to the California Revised Uniform Limited Liability Company Act (the "Act") by virtue of the filing of Articles of Organization with the California Secretary of State, effective as of October 24, 2016, and confirm and agree to their status as Members of the Company.

1.2 Name. The name of the Company is "Jurupa Valley Medical Partners, LLC." The business of the Company shall be conducted under the name "Jurupa Valley Medical Partners, LLC" or such other name or names as the Members shall determine. The Company shall comply with any fictitious or assumed business name registration requirements.

1.3 Principal Office. The principal office and place of business of the Company shall be at such place as the Members shall determine and the business and financial records required to be maintained under the Act shall be kept at such principal office. The Company may maintain such other office or offices for the transaction of business at such other locations as the Members may deem advisable. If the Company intends on doing business outside of the State of California, the Company shall obtain any required registrations and qualifications.

1.4 Registered Office and Registered Agent. The registered office of the Company in the State of California shall be the initial registered office designated in the Company's Articles of Organization or such other office (which need not be a place of business of the Company) as the Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of California shall be the initial registered agent designated in
the Company’s Articles of Organization or such other agent as the Members designate from time to time in the manner provided by law.

1.5 Purposes. The purpose of the Company shall be to (i) engage in the ownership (direct or indirect), operation, and management of that certain medical office building complex located at Southwest Corner of Pedley Road and Mission Boulevard, Jurupa Valley, California (APN 169-172-072 and 169-172-073) and commonly known as "Jurupa Valley Medical Partners" (the "Property" or "Project") pursuant to and in accordance with this Agreement; (ii) to own, hold, sell, assign, transfer, operate, lease, manage, mortgage, pledge and otherwise deal with matters pertaining to the Property; and (iii) any other lawful business or activity for which the limited liability company may be engaged in and organized under the Act as approved by the Members. Additionally, the Company is authorized to construct a medical office building and related improvements on the Property, obtain a loan (the "Construction Loan") for the construction of such building and improvements and, subsequently, obtain a permanent loan (the "Permanent Loan") to discharge the Construction Loan and reconvey any applicable deed of trust or security interest relating thereto.

1.6 Powers. In furtherance of the foregoing purposes, subject to the provisions of this Agreement, the Company shall have the power to take any action or incur any obligation in connection with, or to facilitate and support the purposes of, the Company, so long as said actions and obligations may be lawfully engaged in or performed by a limited liability company under the Act.

1.7 Term. The term of the Company shall be perpetual until terminated in accordance with this Agreement or as set forth in the Articles of Organization.

ARTICLE 2
MEMBERS

2.1 Membership Units. The ownership of the Company shall be represented by two million (2,000,000) membership units ("Membership Units"). The Company is authorized to initially issue one million (1,000,000) Membership Units and shall issue those Membership Units to the Members in the amounts set forth in Exhibit A once the Company and the Initial Members have signed this Agreement and have contributed capital in accordance with Section 4.1 below. The Company may, but shall not be required to, issue membership certificates. For purposes of distributions, each Member's ownership interest in the Company (each an "Interest" or "Membership Interest") is equal to the fraction, the numerator being the Membership Units issued to such Member, and the denominator being the total number of Membership Units issued by the Company. Each Member's Interest is expressed as a percentage (a "Percentage Interest") and is set forth on Exhibit A attached hereto and subject to adjustment as set forth herein.

2.2 Members. A Member shall have only such rights, powers, duties and obligations as expressly provided herein for a Member and as otherwise mandated by the Act.

2.3 Admission of Additional Members. Additional Members ("Additional Members") may be admitted to the Company upon the affirmative vote of at least 51% of the Voting
Interests held by the Managing Members (as defined in Section 3.1 below). If approved, an Additional Member shall be considered a Member upon the later of (i) the execution by such Additional Member of this Agreement or a counterpart hereof whereby such Additional Member agrees to be bound by the provisions of this Agreement and (ii) such later time as the Managing Members shall determine. Exhibit A shall be amended to reflect any new Member of the Company. No person shall become a Member until all documents or amendments required under the Act or the Articles of Organization for admitting an Additional Member as a Member have been executed and filed.

ARTICLE 3
MANAGEMENT

3.1 Powers of the Managing Members. The business and affairs of the Company shall be member managed. The initial managing members of the Company shall be [Richard E. Boureton] ("Boureton Member") and [Brandon Sudweeks] ("Sudweeks Member") (each a "Managing Member"). Unless otherwise provided in this Agreement, all decisions concerning the management of the Company's business shall be made by the Managing Members. Except for situations in which the approval of the Members is expressly required by this Agreement or by nonwaivable provisions of the applicable law (including the Act), the Managing Members, so long as they continue to serve, shall have full and complete authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business. In the event that the Company has more than one Managing Member, all actions and decisions of the Managing Members shall require the approval of a majority of the voting interests of the Managing Members (the "Voting Interests"). The Voting Interests of the Managing Members are set forth on Exhibit A attached hereto. Once so approved, any one Managing Member may be authorized to implement any such actions or decisions.

3.2 No Compensation. The Managing Members shall not receive salaries for management and other services rendered to the Company. Notwithstanding the foregoing, each Managing Member shall be entitled to reimbursement from the Company for all reasonable direct out-of-pocket expenses incurred on behalf of the Company, as approved by the Managing Members.

3.3 Officers of the Company. The Company may have a President and a Secretary, who may, but need not be a Member. The Managing Members may provide for additional officers of the Company and may designate the powers, and duties of the President, Secretary and of all other officers. Each officer shall remain in office until the officer term expires and if there is no specified term, the officer shall remain until removed or replaced by the Managing Members. The initial officers of the Company are set forth on Exhibit A (the "Initial Officers").

3.4 Bank Accounts. The Company is authorized to and shall establish and maintain accounts in financial institutions in such amounts as the Company shall deem necessary from time to time. The funds of the Company shall not be commingled with the funds of other companies or the individual Members. Checks shall be drawn on and withdrawal of funds shall
be made from any such accounts for Company purposes and may be signed by either Managing Member.

ARTICLE 4
CAPITAL CONTRIBUTIONS AND CAPITAL ACCOUNTS

4.1 Capital Contributions. Each Member’s contribution to the capital to the Company ("Capital Contribution") shall consist of the following items contributed by such Member to or on behalf of the Company: (i) cash and (ii) the fair market value of any other property or valuable rights (the value shall be determined and set forth on Exhibit A). Initial Contributions are as set forth in the Exhibit A. If a Member has not fulfilled its obligations to contribute a Capital Contribution as required under Exhibit A within 30 days after receiving a request by the Company to complete the Capital Contribution, the breaching Member’s right to any Membership Units shall terminate.

4.2 Additional Capital Contributions and Membership Units Issued.

4.2.1 No Member shall be required to make any additional Capital Contribution to the Company unless such Member has agreed in writing to contribute more capital to the Company and such contribution has been approved by the Managing Members. If a Member has agreed in writing to contribute capital to the Company and such Member has not complied with such obligation, the Company shall have the unqualified right to buy back such breaching Member’s Membership Units at a price equal to the total Capital Contribution amount made by such Member to the Company. If any additional Capital Contributions are made and/or Membership Units are issued, Exhibit A shall be amended to reflect any such additional Capital Contributions or issued Membership Units.

4.2.2 Unless otherwise determined by the Managing Members, additional funds advanced to the Company by any of the Members as set forth above will not constitute a contribution of additional capital to the Company and will not result in an increase in the Membership Units of the contributing Member, but shall be a loan to the Company ("Member Loan") by such Member ("Contributing Member") and shall receive a Preferred Return as set forth herein. "Preferred Return" shall mean for each twelve (12) month period from the date of such Member Loan, each Member Loan shall bear interest at the rate of twelve percent (12%) per annum. Such interest shall not be compounded.

4.3 Interest on and Return of Capital Contributions.

4.3.1 Except as specifically provided in this Agreement (i) no Member shall be entitled to interest on any Capital Contributions, and (ii) no Member shall have any right to the return of all or any part of its Capital Contributions.

4.4 Withdrawal. A Member may withdraw, retire, or resign as a Member of the Company after providing prior written notice of such withdrawal to the Company. No distribution shall be required or made to a withdrawing Member unless approved by the
Managing Members and unless all liabilities of the Company have been paid or unless the Company has assets sufficient to pay such liabilities. If the Managing Members approve a return of all or a part of a withdrawing Member's Capital Contribution, the withdrawing Member shall have no right to demand or receive property other than cash in return for its capital interest, and the withdrawing Member shall not have any priority over any other Member as to any Capital Contribution or any share of Company profits. A withdrawn Member, prior to the time of full repayment of Capital Contribution, shall only have the rights of an assignee of a Membership interest and shall have no right to participate in the management or voting processes of the Company.

ARTICLE 5

ALLOCATIONS AND DISTRIBUTIONS

5.1 Incorporation of Treasury Regulations. Allocations of income, gain, loss, deduction, and credit shall be allocated to the Members in accordance with their respective Membership Units (e.g., Membership Units owned divided by total Membership Units issued and outstanding). Applicable Treasury Regulations relating to allocations of income, gain, loss, deduction, and credit are hereby incorporated into this Agreement by reference and shall control over any conflicting provision of this Agreement. To the extent that any allocation of income, gain, loss, deduction or credit (i) is required by this Agreement but not permitted by the Treasury Regulations, or (ii) is required by the Treasury Regulations but not provided for in this Agreement, the amount thereof shall be allocated or reallocated to the Members in the manner provided in the Treasury Regulations. However, nothing in the Treasury Regulations shall be interpreted as creating a deficit restoration obligation on the part of any Member.

5.2 Distributions. The Company shall make such distributions of cash and/or property as the Managing Members may determine from time to time, provided however, the Company shall make calendar quarterly distributions necessary. Except as provided in Article 7 with respect to distributions upon liquidation of the Company, all distributions of the Company shall be made in the following order of priority:

5.2.1 First, to the Contributing Member, until such time as the Contributing Member's Preferred Return is reduced to zero;

5.2.2 Second, to the Contributing Member, until such time as each Company Loan has been reduced to zero; and

5.2.3 Third, to the Members in accordance with each Member's Percentage Interest, pari passu.

To the extent permitted by law and the agreements between the Company and its creditors, the Company may make cash distributions to its Members in an amount sufficient to cover any tax payment obligations of such Members resulting from its ownership in the Company ("Tax Distributions"). Notwithstanding anything to the contrary contained in this Agreement, the Company shall not make a distribution to any Member if such distribution would violate the Act or any other applicable law.
5.3 Excess Permanent Loan Proceeds. In the event that (i) the Construction Loan, Permanent Loan, or any loan is obtained to refinance such loans or any existing loan encumbering all or any portion of the Property, and (ii) such loan provides loan proceeds in excess of such funds required to (a) construct the Project, or (b) discharge in full the Construction Loan, or (c) refinance the Permanent Loan or any existing loan encumbering all or a portion of the Property, then the Managing Members may, in their sole and absolute discretion, elect to distribute such Excess Loan Proceeds to the Members in accordance with Section 5.2.2 through and including Section 5.2.4 above. In the event the Managing Members elect to distribute the Excess Loan Proceeds then the Managing Members shall deliver written notice to the Members of such election, and distribute the Excess Loan Proceeds within ten (10) days thereof.

ARTICLE 6
MEMBERSHIP UNITS PROVISIONS

6.1 Transferability of Membership Interests. No Member may sell, assign, pledge, mortgage, transfer or convey any Membership Unit without first obtaining the prior written unanimous consent of the Managing Members. Any purported sale, assignment, pledge, transfer or conveyance in violation of the provisions of this Agreement shall be void and of no effect against the Company or any Member. If any transfer was made but not approved by all Managing Members, the transferee shall only have the rights afforded to assignees of membership interests under the Act. In addition, any such assignee or transfer shall have no right to the following: (i) no voting rights; (ii) no right to participate in management; (iii) no right of access to any Company records or financial information; and (iv) no right to any derivative action against the Company or its Members.

6.2 Events Triggering Disassociation. If any of the following events occurs with respect to a Member, such Member shall be disassociated from the Company unless the Managing Members unanimously agree to waive the disassociation. Disassociation means that the Member shall no longer have any rights of a Member (including voting rights) but shall retain the rights of an assignee of a Membership Unit interest. The events include the following:

6.2.1 Encumbrance. If a Member shall knowingly pledge or encumber such Member’s Membership Units without the prior written consent of the Company or attempt to transfer Membership Units in violation of Section 6.1 hereof.

6.2.2 Bankruptcy or Insolvency. If a Member is adjudicated bankrupt or makes an assignment for the benefit of creditors or any procedures in the nature of bankruptcy proceedings are instituted by or against a Member and they remain undismissed after sixty (60) days.

6.2.3 Death of a Member. If a Member is an individual, the death of a Member.
6.2.4 Dissolution of Member. If the Member is an entity and such entity has dissolved, liquidated, received a decree of liquidation or otherwise filed documents with appropriate state agencies to commence the dissolution process.

6.2.5 Occurrences under the Act. The occurrence of any situations set forth in the Act, which calls for the termination or disassociation of a Member.

6.3 Charging Order Limitations. To the fullest extent permitted by law, a Member's management rights, voting rights, the assets of the Company, and any other non-economic rights shall not be available to satisfy the personal obligations of such Member. The sole remedy of a Member's personal creditor shall be a charging order.

ARTICLE 7
DISSOLUTION

7.1 Term. The term of the Company commenced upon filing of the Company's Articles of Organization with the Secretary of State of California and shall continue until dissolution of the Company as provided herein.

7.2 Dissolution. The Company shall be dissolved and its affairs wound up upon the earliest to occur of the following:

(a) the affirmative vote of 100% of the Voting Interests held by the Managing Members;

(b) any dissolution or termination date or event set forth in the Company's Articles of Organization;

(c) the death, bankruptcy or dissolution of both Managing Members; or

(d) the entry of a decree of dissolution under the Act.

7.3 Liquidation. Upon the dissolution of the Company, the remaining Members (or any liquidator who can also be a Member) appointed by the remaining Members shall promptly take any action required under applicable law to effect such dissolution, wind up the affairs of the Company, liquidate the assets of the Company, and distribute the proceeds of such liquidation in accordance with the provisions of the Act. A full accounting of the assets and liability of the Company shall be made by the liquidator. The liquidator shall have full authority to sell, convey, pledge, or encumber any Company assets as reasonably necessary. The liquidator must act in a reasonable and prudent manner. "In Kind" distributions may be made upon the approval of a majority of Voting Interests of the Members. Notwithstanding any contrary provision in this Agreement, the Members shall distribute the proceeds from liquidation to the Members first in proportion to their positive capital account balances after taking into account all capital account adjustments for the taxable year during which such liquidation occurs and then as set forth in Section 5.2 (or as required by the tax laws). A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to
creditors to enable the Members to minimize losses but such time shall not exceed 18 months or the maximum amount allowed by law.

7.4 **No Recourse Against Members.** Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of his or her capital contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the capital contribution of each Member, such Member shall have no recourse against any other Member.

ARTICLE 8
ACCOUNTING AND RECORDS MATTERS

8.1 **Fiscal Year.** The fiscal year of the Company shall begin on the first day of January and end on the last day of December unless changed by a duly approved written Member resolution.

8.2 **Books of Account.** The Managing Members, at the Company's cost and expense, shall cause complete and accurate accounts of all transactions of the Company to be kept. The Company's books and records shall be kept in accordance with the Act and generally accepted accounting principles applicable thereto, shall be maintained at the principal place of business of the Company and shall be available for inspection and examination, for a proper purpose and at reasonable times during usual business hours, by Members or their duly authorized representatives. The Company may require that Members sign a confidentiality agreement prior to receiving Company records. The cost of copying any material is borne by the requesting Member.

8.3 **Tax Matters.** If the Company has only one Member, the Company shall be disregarded as an entity for tax purposes only unless the Member elects to have the Company taxed as a corporation and timely submits the required Internal Revenue Service election form. At any such time when the Company has more than one Member, the Company shall be treated as a partnership for U.S. federal income tax purposes and will not make any elections inconsistent therewith unless the Managing Members vote to have the Company taxed as a corporation. The Managing Members shall cause to be prepared and filed, at the cost and expense of the Company, all necessary Company tax returns. The Managing Members shall prepare and file their separate tax returns consistently with such Company tax returns. At any time when the Company has more than one Member and is being taxed as a partnership, the Company shall provide to each Member a U.S. federal income tax form K-1 for such Member and any other information reasonable necessary to enable each Member to prepare its U.S. federal and state and local income tax returns. The Company and the Members shall be taxable under the laws of California as provided by those laws and by the regulations thereunder.
ARTICLE 9
INDEMNIFICATION

To the fullest extent permitted by law, the Company may indemnify and hold harmless the Managing Members, or any officer (individually, an "Indemnitee") from and against any and all losses, claims, demands, costs damages, liabilities, joint and several, expenses of any nature (including reasonable attorneys' fees and disbursements), judgments, fines, settlements and other amounts connected in any way with the Company or its business or with the Indemnitee's duties regarding the Company, provided that the Indemnitee's conduct did not constitute actual fraud, gross negligence or willful or wanton misconduct. The Company may approve an indemnification obligation by vote of the Members only and such approval shall be set forth in writing.

ARTICLE 10
MISCELLANEOUS

10.1 Title to Assets. Title to the Property shall be held in the name of the Company. No Member shall individually have any ownership interest or rights in the assets of the Company, except indirectly by virtue of such Member's ownership of Membership Units. No Member shall have any right to seek or obtain a partition of any of the assets of the Company, nor shall any Member have the right to any specific assets of the Company upon the liquidation of, or any distribution from, the Company.

10.2 Notices. All notices and other communications to a Member required or permitted hereunder shall be in writing and shall be delivered in person, by registered or certified mail, postage prepaid, return receipt requested, by a generally recognized express air courier service, or by electronic mail or facsimile or other generally accepted means of electronic transmission, addressed as set forth under the name of such Member on Exhibit A attached hereto (or any change of address duly delivered by a Member to the Company) or on the official records of the Company.

10.3 Partition. No Member shall have the right to partition any property of the Company, nor shall a Member make application to any court or authority having jurisdiction over such matters or commence or prosecute any action or proceeding for partition and the sale thereof. Upon any breach of the provisions of this Section by a Member, each other Member (in addition to all rights and remedies available at law or in equity) shall be entitled to a decree or order restraining and enjoining such application, action, or proceeding.

10.4 Entire Agreement. This Agreement shall constitute the entire agreement of the Members with respect to the subject matter hereof. All prior or contemporaneous agreements with respect to the Company between the Members, whether written or oral, are merged herein and shall be of no force or effect.

10.5 Amendment and Waivers. No amendment of this Agreement shall be binding unless executed in writing by all the Members (except for the signature page and Exhibit A which shall be amended as necessary in accordance with this Agreement). No waiver of any of
the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

10.6 Governing Law. This Agreement is intended to be performed in the State of California and the laws of that State shall govern its interpretation and effect without regard to its conflicts of law principles.

10.7 Severability. The parties hereto agree that if any provision contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be incapable of being construed or limited in a manner to make it enforceable, or is otherwise held by such court to be illegal, null or void or against public policy, the remaining provisions contained in this Agreement shall not be affected thereby.

10.8 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, but the rights and obligations of the parties hereto shall not be assignable by any party hereto except as expressly provided otherwise in this Agreement.

10.9 Interpretation. All uses of the words “Article(s)” and “Section(s)” in this Agreement are references to articles and sections of this Agreement, unless otherwise specified. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. Throughout this Agreement, nouns, pronouns and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable.

10.10 Attorney Fees. In the event any party brings an action to enforce any provisions of this Agreement, whether such action is at law, in equity, or otherwise, and such party prevails in such action, such party shall be entitled, in addition to any other rights or remedies available to it, to collect from the non-prevailing party or parties the reasonable costs and expenses incurred in the investigation preceding such action and the prosecution of such action, including but not limited to reasonable consultant and attorney fees and court costs.

10.11 Counterparts. For the convenience of this parties hereto, this Agreement may be executed in any number of identical original counterparts, each of which shall for all purposes be deemed an original, and all of such counterparts shall together constitute but one and the same agreement.

10.12 No Third Party Beneficiary. Any agreement herein contained, express or implied, shall be only for the benefit of the Members and their respective heirs, successors and permitted assigns, and such agreements and assumptions shall not inure to the benefit of the obligees of any indebtedness or any other party whomsoever.
10.13 **Brokerage Fees.** Each of the Members represent and warrant to each other that there are no brokers or finder's acting on behalf of such Member in connection with this Agreement.

[SIGNATURE PAGE FOLLOWS]
SIGNATURE PAGE TO
LIMITED LIABILITY COMPANY OPERATING AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth above.

Managing Members:

[Signature]
[Richard E. Boureston]

[Signature]
[Brandon Sudweeks]
EXHIBIT A
TO
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
JURUPA VALLEY MEDICAL PARTNERS, LLC

<table>
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<th>Initial Members and Address</th>
<th># of Units</th>
<th>Voting Interests</th>
<th>Capital Contribution</th>
<th>Percentage Interest</th>
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<td>50%</td>
<td>All of such Member’s right, title and interest in and to the Property</td>
<td>50.00% (Initial Funding – 51.00%)</td>
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<td>Costa Mesa, CA 92626</td>
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</tr>
<tr>
<td>[Brandon Sudweeks]</td>
<td>500,000</td>
<td>50%</td>
<td>All of such Member’s right, title and interest in and to the Property</td>
<td>50.00% (Initial Funding – 50.00%)</td>
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<td>One Betterworld Circle, Suite 301</td>
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<td>Temecula, CA 92590</td>
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The Initial Officers of the Company are as follows:

President: Richard E. Boureston
Secretary: Brandon Sudweeks
STAFF REPORT

DATE: MAY 16, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY THOMPSON, CITY MANAGER
       TIM JONASSON, SENIOR MANAGER

SUBJECT: AGENDA ITEM NO. 14.F

APPROVAL OF FIRST AMENDMENT TO AGREEMENT FOR
PERMITTING SYSTEM SOFTWARE IMPLEMENTATION AND
TRAINING SERVICES WITH IK CONSULTING

RECOMMENDATION

1) That the City Council approve an amendment with IK Consulting for permitting software implementation and training services extending the term to September 1, 2019 subject to non-material changes to the amendment by the City Attorney and/or City Manager.

BACKGROUND

On July 5, 2018 The City entered into agreements with Accela and IK Consulting for permit software subscription and permit software implementation and training services respectively with implementation and training to be completed by June 30, 2019. Implementation and training of staff on the software is approximately eight weeks behind the original schedule requiring the contract to be extended until September 1, 2019. The permit software is scheduled to go live to the public the week of July 8, 2019. No other changes to the agreement are required at this time.

FINANCIAL IMPACT

None.

ALTERNATIVES

None recommended.
Prepared by:

Timothy R. Jonasson, PE
Senior Manager

Reviewed by:

George A. Wentz, P.E.
Deputy City Manager

Reviewed by:

Connie Cardenas for
Alan Kreimeier
Administrative Service Director

Submitted by:

Gary S. Thompson
City Manager

Attachments:

1) IK Consulting Software Implementation and Training Services Agreement
FIRST AMENDMENT TO AGREEMENT
BETWEEN IK CONSULTING AND CITY OF JURUPA VALLEY FOR PERMIT SOFTWARE IMPLEMENTATION AND TRAINING

This First Amendment is made and effective as of May 16, 2019, between the City of Jurupa Valley, a municipal corporation ("City") and IK Consulting, a Limited Liability Company ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This First Amendment is made with the respect to the following facts and purposes:

   A. On July 9, 2018, the City and Consultant entered into that certain Agreement entitled “AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND IK CONSULTING FOR PERMIT SOFTWARE IMPLEMENTATION AND TRAINING” (“Agreement”).

   B. The parties now desire to extend the term of the Agreement.

2. Paragraph 1. of the Agreement is hereby amended to read as follows:

   “1. TERM. This Agreement shall commence on July 9, 2018, and shall remain and continue in effect until September 1, 2019, unless sooner terminated pursuant to the provisions of this Agreement.”

4. The persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

CONSULTANT
IK CONSULTING, a Limited Liability Company

By: __________________________________________
Name: 
Title: 

By: __________________________________________
Name: 
Title: 

[SIGNATURES OF TWO CORPORATE OFFICERS OR CORPORATE AUTHORITY RESOLUTION REQUIRED]

CITY
CITY OF JURUPA VALLEY,
A California Municipal Corporation

Brian Berkson, Mayor

ATTEST:

VICTORIA WASKO
City Clerk

APPROVED AS TO FORM:

PETER M. THORSON
City Attorney
STAFF REPORT

DATE: MAY 16, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY S. THOMPSON, CITY MANAGER

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

SUBJECT: AGENDA ITEM NO. 16.A

PUBLIC HEARING TO CONSIDER THE VACATION OF A PORTION OF KACHINA DRIVE CUL-DE-SAC LOCATED NORTHWESTERLY OF VIRTUE VISTA DRIVE

RECOMMENDATION

1) That the City Council conduct a public hearing on the proposed vacation of City right-of-way being a portion of Kachina Drive located northwesterly of Virtue Vista Drive, with reservation and exemption of easement for public utility purposes and conditions of approval for the vacation; and

2) That the City Council adopt Resolution No. 2019-15, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY CALIFORNIA, VACATING PORTIONS OF KACHINA DRIVE NORTHWESTERLY OF THE INTERSECTION WITH VIRTUE VISTA DRIVE WITH CONDITIONS PURSUANT TO STREETS AND HIGHWAYS CODE SECTIONS 8320 THROUGH 8325 AND FINDING THE VACATION EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTIONS 15061(B)(3) AND 15304

BACKGROUND & SUMMARY

The Owner of all the properties adjacent to the area of the proposed street vacation, and all other lots in Tracts 20249 and 20250, has requested that the City vacate a portion of Kachina Drive. See Attachment 2 showing the 5 lots adjacent to the requested vacation. Two of these are mapped as private streets and are under same ownership as all others in the two tracts.

More particularly the right-of-way requested to be vacated is Lot “B” of Tract No. 20249, which was dedicated and accepted for public street and public utility purposes and was formally named Kachina Drive thereon. This subdivision map was recorded in 1990, however no street improvements have been constructed. When the subdivisions were approved, Tract No. 20249, consisting of 43 single-family residential lots and Tract No.
20250, 14 single-family residential lots, they were approved with private streets. The private streets serving the subdivisions take access from two locations - Lot “B”, Kachina Drive cul-de-sac bulb, and at the southerly end of Tract No. 20249 where there is a connection with the public streets Golf Street and Star View Drive. No properties other than the lots of these two unbuilt subdivisions, all of which are owned by the petitioner, require access only from Lot “B” (Kachina Drive).

From the Kachina Drive terminus, Swing Drive, a private street in Tract 20249, goes westerly 900 feet through the subdivision to intersect with Golf Street. Golf Street then extends southerly, as a private street, 1,300 feet to connect with Golf Street, a public street, at the intersection with Star View Drive, a public street. From the Kachina Drive terminus, Putters Circle, a private street in Tract 20250, goes easterly about 500 feet through the subdivision and terminates in a cul-de-sac. See Attachment 3.

The area of the proposed vacation is the full extent of Lot “B” (Kachina Drive). One condition of the proposed vacation is that the easement for public utility purposes will be reserved from the vacation of the street right-of-way. See Attachment 4 for area of proposed vacation.

One other condition of the proposed vacation is that the Owner dedicate, for public street and public utility purposes, an area acceptable to the City Engineer that provides a suitable terminus with full access to accommodate vehicular turn-around before entering the area the private street. The area of the proposed dedication is shown on Attachment 5.

The developer’s stated purpose in requesting the proposed vacation is to facilitate a gated entrance that allows for an improved connection with Kachina Drive, a public street, for the private streets serving the 57 single-family residences to be built in the two tracts. Therefore, another condition of the proposed vacation is that the Owner construct public street improvements acceptable to the City Engineer. The Developer has submitted plans for improvements and the reconfiguration. See Attachment 6 depicting the configuration of the proposed gated private drive access overlaid on the proposed vacation and the newly configured dedication. Attachment 7 shows the Developer’s Concept for Landscaping and Traffic Flow in the turn-around.

Residents within the existing development (Kachina Drive, Paisano Way, Virtue Vista Drive and Standish Avenue) have expressed concern regarding the development of the 57 single-family residences. In 2016, grading operations on this development commenced, at which time, residents approached staff with concerns of noise and traffic from the ultimate construction of the new homes. Staff met with the residents to discuss these concerns and reminded them that the projects were previously conditioned and approved by the County.

Hearing the concerns of the residents, staff researched what could be done to limit the vehicles that would use the existing streets listed above. As this development would have two access points (primary from Baldwin Avenue, secondary from Kachina Drive) and reviewing Section 3.2.1 of Ordinance 460, it was staff’s understanding that Kachina Drive could have limited access (i.e., emergency access only). The streets within the
new development were dedicated as private streets, which aided with limiting access. After considering these factors, staff informed the residents that Kachina Drive would be restricted to emergency access only.

Subsequent to this meeting, and while reviewing another development project, the Fire Marshall clarified that “alternate or secondary access shall be provided.” As noted in Section 3.2.1 of Ordinance 460, this means two access points are needed, not only in emergencies. Therefore, to limit the number of vehicles from the new development onto existing streets within the Kachina Drive area, the developer agreed to provide gated access to the development.

Once the existing residents were made aware of the proposed vacation of Kachina Drive and access requirements of the new development onto Kachina Drive, residents again brought their concerns back to staff. The concerns of safety for pedestrians (no sidewalks or street lights in the existing neighborhood) as well as now desiring secondary access through the private streets of the new development were brought forward.

The entire project was previously approved by the County (in 1989 and 1990). The proposed vacation of a portion of Kachina Drive is intended to keep private improvements out of City right-of-way.

ANALYSIS

The vacation of public street easements, public utility easements and offers of dedication are authorized pursuant to California Streets and Highways Code Sections 8320 through 8325.

A written request has been made by the adjacent property owner as required. The City Clerk has duly noticed the matter for two successive weeks prior to this hearing in the Press Enterprise and caused Notices to be posted on the site of the vacation as required.

The City Engineer has evaluated this request and in coordination with the Planning Director and is of the opinion that, with the following conditions;

1) reservation from the vacation the easement for public utility and public services purposes,

2) dedication concurrently to the City, by the Owner of the properties adjacent to Lot “B” and a portion of vacated right-of-way, rights-of-way for street and public utility purposes, the extent of which to be determined by the City Engineer, and

3) construction within the area of the dedicated right-of-way, of certain public improvements, as determined necessary by the City Engineer to facilitate the transition from the existing private streets to the existing public street;
the vacation of Lot “B” (Kachina Drive), Tract No. 20249 as recorded in Book 222 of Maps, Pages 27 through 31 inclusive of the Official Records of the County of Riverside would not be necessary for present or prospective public use,

California Government Code Section 65402 provides that no street shall be vacated or abandoned without a determination and finding by the Planning Agency that the location, purpose, and extent of the proposed vacation or abandonment of the street is in conformity with the General Plan.

At its meeting of February 27, 2019, the Planning Commission of the City of Jurupa Valley considered the matter of this requested vacation. The Planning Commission adopted Resolution No, 19-02-27-02 finding “that the location, purpose, and extent of the proposed vacation of the subject property (Lot ‘B”, Tract No. 20249), as conditioned (same as described above) is in conformity with and consistent with the General Plan of the City of Jurupa Valley and each element thereof.”

In the same resolution the Planning Commission also found that, Pursuant to California Environmental Quality Act (“CEQA”), the proposed action to vacate the public right of way with conditions is exempt from the requirements CEQA and the City’s CEQA Guidelines pursuant to CEQA Guidelines Sections 15061(b)(3) and 15304 because it can be seen with certainty that there is no possibility that the proposed vacation, as conditioned, will have a significant effect on the environment.

OTHER INFORMATION

The City Attorney has reviewed and approved the attached Resolution as to form.

FINANCIAL IMPACT

There is no fiscal impact in taking this action in accordance with staff’s recommendation.

ALTERNATIVES

1. Do not approve the resolution.
2. Provide alternate direction to Staff.
Prepared by:

Mike Myers, P.E.
Assistant City Engineer

Reviewed by:

Steve R. Loriso, P.E.
City Engineer

Reviewed by:

George A. Wentz
Deputy City Manager

Approved as to form:

Alan Kreimeier
Administrative Services Director

Submitted by:

Timothy B. Thompson
City Manager

Attachments:

Attachment 1 - Draft City Council Resolution
Attachment 2 - Properties Adjacent to Street Vacation
Attachment 3 - Proposed Vacation Location and Private Street Circulation
Attachment 4 - Area of Proposed Street Vacation
Attachment 5 - Area of Proposed Street Dedication
Attachment 6 - Proposed Configuration of Private Access & Public Turn-around
Attachment 7 - Concept of Proposed Landscaping & Traffic Flow
ATTACHMENT 1

CITY COUNCIL RESOLUTION

(INsert resolution after this page)
RECORDING REQUESTED
BY AND WHEN RECORDED
MAIL TO:

City Clerk
City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA  92509

EXEMPT FROM RECORDING FEE PER GOVT. CODE § 6103

RESOLUTION NO. 2019-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA
VALLEY CALIFORNIA, VACATING PORTIONS OF KACHINA
DRIVE NORTHWESTERLY OF THE INTERSECTION WITH VIRTUE
VISTA DRIVE WILL, WITH CONDITIONS, PURSUANT TO STREETS
AND HIGHWAYS CODE SECTIONS 8320 THROUGH 8325 AND
FINDING THE VACATION EXEMPT FROM CEQA PURSUANT TO
CEQA GUIDELINES SECTIONS 15061(B)(3) AND 15304

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

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

(a) Pursuant to Streets and Highways Code Section 8320(a)(2), the owner of
Tracts 20249 and 20250 (the “Owner”) has requested the City to vacate Lot B of Tract 20249, a
portion of Kachina Drive located northwesterly of the intersection with Virtue Vista Drive in the
City of Jurupa Valley, as recorded in Map Book 222, pages 27 through 31, inclusive, of the Official
Records of Riverside County (“Subject Parcel”) in 1990. A map showing the location and
description of the proposed vacation is attached to this Resolution as Exhibit A and incorporated
herein as though set forth in full.

(b) The vacation of the Subject Parcel will be conditioned on the reservation
of public utility and public service easements, the Owner concurrently dedicating public rights of
way and public services easement to the City, and constructing certain public improvements
within the area as determined by the City Engineer in order to facilitate the transition from
existing private streets to the public street.

(c) The proposed vacation is being conducted under the general public right
of way vacation procedures set forth in Sections 8320 through 8325 of the California Streets and
Highways Code.

(d) California Government Code Section 65402 provides that no street shall be
vacated or abandoned a determination and finding is made that the proposed vacation or
abandonment of the street is in conformity with the General Plan.
(e) The proposed vacation of the Subject Parcel, as conditioned, will be in conformance with and consistent with the General Plan of the City of Jurupa Valley and each element thereof, including without limitation the Mobility Element of the General Plan. On February 27, 2019, the Planning Commission of the City of Jurupa Valley adopted Resolution No. 2019-02-27-02 entitled “A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF JURUPA VALLEY FINDING THAT THE PROPOSED VACATION OF PORTIONS OF KACHINA DRIVE NORTHWESTERLY OF THE INTERSECTION WITH VIRTUE VISTA DRIVE WILL BE IN CONFORMANCE WITH THE CITY OF JURUPA VALLEY GENERAL PLAN.”

(f) In accordance with California Streets and Highways Code, Section 8340, the public convenience and necessity require the reservation and exemption of easements for the construction, installation, use and maintenance of public utilities, as defined in Section 216 of the California Public Utilities Code from the proposed vacation.

(g) The public rights of way for street purposes on the Subject Property are unnecessary for present or prospective public use

(h) The vacation of the Subject Property shall be subject to the reservation of and exemption of easements for the construction, installation, use and maintenance of public utilities, as defined in Section 216 of the California Public Utilities Code.

(i) Pursuant to Section 8320 of the Street and Highways Code, the City Council held a duly noticed Public Hearing on May 16, 2019 to consider vacating the City's rights of way for street purposes in the Subject Property at which time members of the public had the opportunity to comment on the proposed vacation of the Subject Property to the City Council. The Council duly considered all written and oral comments received prior to adopting this Resolution.

(j) The proposed action to vacate the public right of way on the Subject Property with conditions is exempt from the requirements of the California Environmental Quality Act (“CEQA”) and the City’s CEQA Guidelines pursuant to CEQA Guidelines Sections 15061(b)(3) and 15304 because it can be seen with certainty that there is no possibility that the proposed vacation, as conditioned, will have a significant effect on the environment. The proposed action will vacate portions of the right of way not needed for public purposes in order to implement the transition from previously approved private streets per recorded map of Tract No. 20249 and Tract No. 20250 to City streets and will not result in direct or indirect physical changes in the environment.

Section 2. Vacation of Lot B of Tract 20249; Conditions of Approval. The City Council of the City of Jurupa Valley hereby vacates the public right of way for street purposes on the Subject Property, Lot B of Tract 20249, as recorded in Map Book 222, pages 27 through 31, inclusive, of the Official Records of Riverside County, pursuant to Streets and Highways Code Sections 8320 through 8325 subject to the following conditions:

(a) Easements for the construction, installation, use and maintenance of public utilities, as defined in Section 216 of the California Public Utilities Code are hereby reserved and exempted from the vacation of the Subject Property.
(b) Owner shall dedicate to the City, in a form approved by the City Engineer and City Attorney, such rights of way and public utility easements as determined by the City Engineer to be necessary for the transition of the private portion of Kachina Drive and other private streets in Tracts 20249 and 20250 to the public portion of Kachina Drive, to vest in the City upon completion of the improvements described in Section 2(c) of this Resolution to the satisfaction of the City Engineer.

(c) Owner shall prepare improvement plans for the entrance gates, private streets, landscaped island, landscaping, curb, gutter, sidewalks, and other amenities, that would connect the revised public of way to the private streets in Tracts 20249 and 20250, located within two hundred (200) feet of the public portion of Kachina Drive which improvement plans shall be approved by the City Engineer. Upon approval of the plans, Owner and City shall enter into an improvement agreement for the construction of the approved improvements which shall include performance and payment surety bonds to secure the construction of the improvements. The City Manager is authorized to enter into such agreement on behalf of the City.

(d) Owner shall obtain a Site Plan Development Permit pursuant to Section 9.240.330 of the Jurupa Valley Municipal Code, and such other land use entitlement as may be required, for the revisions to the private streets and related improvements thereto described in Section 1(c) and amend the Covenants, Conditions and Restrictions governing Tracts 20249 and 20250 to provide for the maintenance of said revisions to the private streets.

Section 3. Certification, Recordation, and Notice. The City Clerk shall:

(a) Certify the adoption of this Resolution.

(b) Upon receipt of a written certification from the City Engineer that the Conditions of Approval set forth in Section 2 of this Resolution have been fulfilled, cause a certified copy of this Resolution, attested by the clerk under seal, to be recorded without acknowledgment, certificate of acknowledgment, or further proof in the office of the Recorder of the County of Riverside in accordance with the provisions of California Streets and Highways Code, Section 8336. Upon such recordation, the vacation described in Section 2 is complete.

(c) Within fifteen (15) days of the adoption of this Resolution give written notice of the vacation to any local agency requesting such notice pursuant to the applicable law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 16th day of May, 2019.

__________________________________
Brian Berkson
Mayor
ATTEST:

Victoria Wasko, CMC
City Clerk

CERTIFICATION

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

I, Victoria Wasko, CMC, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2019-15 was duly adopted and passed at a meeting of the City Council of the City of Jurupa Valley on the 16th day of May, 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 16th day of May, 2019.

Victoria Wasko, CMC, City Clerk
City of Jurupa Valley
EXHIBIT A -LEGAL DESCRIPTION

Lot “B” as shown on map of Tract No. 20249, as recorded in Map Book 222, pages 27 through 31, inclusive, of the Official Records of Riverside County, reserving therefrom easement for public utility purposes.
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<th>OWNER_CITY</th>
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<td>8113 SWING DR</td>
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<td>PO BOX 3617</td>
<td>JURUPA VALLEY</td>
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<td>HILLS, INDIAN INV</td>
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<td>HILLS, INDIAN INV</td>
<td>PO BOX 3617</td>
<td>JURUPA VALLEY</td>
</tr>
</tbody>
</table>

ATTACHMENT 2 – ADJACENT PROPERTIES TO PROPOSED STREET VACATION
EXHIBIT "B"
VACATION PORTION
OF KACHINA DRIVE
VAC MP 18-005

LOT "B"
12,195 S.F.

TRACT NO. 20249
MB 222 / 27-31

EASEMENT NOTES

ADKAN ENGINEERS
Old Engineering Surveying Planning
6879 Airport Drive, Riverside, CA 92504
Tel:(951) 888-0241 Fax:(951) 888-0599

ATTACHMENT 4 - SHOWING AREA OF PROPOSED STREET VACATION
EXHIBIT "B"
VACATION PORTION
OF KACHINA DRIVE
VAC MP 18-005

PRIVATE ROAD
EASEMENT FROM LOT
23 TO HOA

LOT 1
TRACT NO.
22730
MB 210 / 97-108

EASEMENT NOTES

⚠️ JURupa Community Services District, Holder
of an Easement for Pipelines, Sec.
6-19-1987 As Inst. No. 174651, O.R.

⚠️ Storm Drain Easement Per Tract No. 20249,
MB 222/27-31

⚠️ Public Utilities Easement Per Tract No.
20249, MB 222/27-31

SEC. 24, T. 2S., R. 6W.,
Sectionalized Survey of the
JURupa Rancho MB 9/33 SB.Cc.

ATTACHMENT 6 – CONFIGURATION PROPOSED PRIVATE GATED ACCESS
(SUPERIMPOSED OVER VACATION & DEDICATION)
ATTACHMENT 7 – CONCEPT OF PROPOSED LANDSCAPING AND TRAFFIC FLOW
STAFF REPORT

DATE: MAY 16, 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. 16.B

PUBLIC HEARING REGARDING THE ANNEXATION OF TERRITORY (ZONE 2-C – TR32722) TO THE CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED (“CITY OF JURUPA VALLEY L&LMD 89-1-C”) VOLUME 2, AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY; TRACT 32722 NORTH OF MISSION BOULEVARD AT SUNNYHILL DRIVE

RECOMMENDATION

1. That the City Council adopt Resolution No. 2019-33, entitled:


BACKGROUND

The Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code (the “Act”) and Article XIII D of the California Constitution (“Proposition 218”), requires the City Council conduct proceedings to annex territory into an assessment district formed under the Act and to levy assessments within such territory.
In connection with the City’s incorporation in 2011, the Local Agency Formation Commission of Riverside County (LAFCO) adopted its Resolution No. 12-10 on July 22, 2010, to establish the Terms and Conditions of Incorporation, which require that the authority and responsibility for special assessment districts within the incorporated City associated with any County Landscape Maintenance District be transferred to the City upon its incorporation.

By its Resolution No. 2011-26, adopted on July 1, 2011, the City Council assumed all authority and responsibility for the special assessment districts within the incorporated City associated with any County Landscape Maintenance District and specifically assumed responsibility for any and all special assessments levied in connection with such districts.

The County’s Landscape and Lighting Maintenance District No. 89-1-Consolidated (the “County District”), established pursuant to the provisions of the Act includes various territories located both within the incorporated boundaries of the City (the “City Territory”) and outside the incorporated boundaries of the City (the “County Territory”). Pursuant to its Resolution No. 2016-01 adopted on February 4, 2016, the City declared that the City Territory is a district under the 1972 Act, which is separate and distinct from the County Territory, and designated such territory as the “Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated.”

At its March 21st, 2019 meeting, the City Council adopted Resolution No. 2019-19 initiating proceedings for the annexation of territory to the Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated (the “District”) as Zone 2-C and the levy and collection of assessments within such territory. Zone 2-C will include 16 assessable parcels within three (3) legal lots, generally located north of Mission Boulevard at Sunnyhill Drive.

Further, the City Council adopted Resolution No. 2019-21 declaring its intention to annex territory to the District and to levy and collect assessments within such territory for fiscal year 2019-20. Resolution No. 2019-21 set May 16, 2019 as the public hearing date for protests to the levy of annual assessments and the annexation.

Subsequent to the March 21st, 2019 meeting and in accordance with the Act and Proposition 218, notice was mailed to the owners of the properties within the territory to be annexed, along with an assessment ballot for such owners to indicate support for, or opposition to, the proposed annexation. The notice indicated the amount of the proposed assessment for their respective parcels and the date, time and place of the public hearing.
ANALYSIS

It is proposed to include the additional parcels within the boundaries of the District and to levy assessments within such territory for fiscal year 2019-20. Such territory is shown on a map on file in the office of the City Clerk and is open to public inspection.

At the public hearing, the City Council must hear and consider all oral and written statements, protests, objections or other communications made or filed with respect to the annexation of territory to the District and the levy and collection of annual assessments within such territory.

The assessment ballots must be tabulated at the public hearing. A majority protest exists if ballots submitted in opposition to the assessment and annexation exceeds the ballots submitted in favor of the assessment and annexation. In tabulating the ballots, the ballots shall be weighted according to the proportional financial obligation of the affected property. In the absence of a majority protest, the City Council may adopt a resolution ordering the annexation and levy and collection of assessments within the territory.

OTHER INFORMATION

• City Council initiated proceedings for the annexation on March 21st, 2019.

FINANCIAL IMPACT

The property owners are responsible for the annual payments of the special assessment. The City will file the special assessment with the County Auditor-Controller for inclusion on the annual property tax roll. The property owners have posted a deposit with their application to form Zone 2-C, in order to cover City costs incurred in connection with the annexation. Approval of these resolutions does not in any way commit the City to any financial contribution or liability by Zone 2-C. The City’s cost to administer Zone 2-C annually will be paid through the special assessment charged to property owners.

The revenue from this special assessment will be deposited into City of Jurupa Valley L&LMD 89-1-C and will be used to pay for the services provided in Zone 2-C. Both the revenue and expenses will be part of the City’s FY 2019-2020 Adopted Budget, and there is no anticipated impact to the general fund.

CONCLUSION

It is recommended that the City Council adopt Resolution No. 2019-33 ordering annexation of territory to the District and the levy and collect assessments within such territory for fiscal year 2019-20.
ALTERNATIVES

1. Take no action.
2. Provide staff with further direction.

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

[Signature]
Carolina Fernandez, E.I.T.
Assistant Engineer

Reviewed by:

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

Reviewed by:

[Signature]
George A. Wentz
Deputy City Manager

Reviewed by:

[Signature]
Gary S. Thompson
City Manager

Approved as to form:

[Signature]
Peter Thorson
City Attorney

Attachments:

Resolution No. 2019-33; Ordering Annexation Engineer’s Report
RESOLUTION NO. 2019-33


THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. Pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (hereinafter referred to as the "Act"), the City Council of the City of Jurupa Valley initiated proceedings for the annexation of territory to City of Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated (hereinafter referred to as the "District") and the levy and collection of assessments within such territory for the 2019-2020 fiscal year and caused to be prepared a written report (the "Engineer's Report") in accordance with the Act and Article XIII D of the California Constitution.

Section 2. Following notice duly given in accordance with law, the City Council has held a full and fair public hearing regarding the Engineer's Report, the annexation of territory to the District, and the levy and collection of the proposed assessment within such territory for fiscal year 2019-2020. All interested persons were afforded the opportunity to hear and be heard. The City Council considered all oral and written statements, protests and communications made or filed by interested persons and tabulated all ballots. The City Council hereby finds that a majority protest does not exist as defined in Section 4(c) of Article XIII D of the California Constitution. All protests and objections to the annexation of territory to the District and the levy and collection of the proposed assessment against lots or parcels of property within the annexed territory for fiscal year 2019-2020 are hereby overruled by the City Council.

Section 3. The City Council hereby orders the annexation of territory, which is described as Assessor’s Parcel Numbers 174-170-039, 174-170-040, and 174-170-041, to the District. The District will continue to be designated as City of Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated.

Section 4. Based upon its review of the Engineer's Report and other reports and information, the City Council hereby finds and determines that (i) the
land within the annexed territory will be benefited by the improvements as described in such Engineer’s Report, (ii) the annexed territory includes all of the lands so benefited, (iii) the net amount to be assessed upon the lands within the annexed territory for the 2019-2020 fiscal year, in accordance with the Engineer’s Report, is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements; and (iv) only special benefits are assessed and no assessment is imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

Section 5. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as follows: The maintenance and operating energy cost of streetlights.

Section 6. Lots or parcels of land within the annexed territory that are owned or used by any county, city, city and county, special district or any other local governmental entity, the State of California, or the United States shall be assessed unless the City demonstrates by clear and convincing evidence that such lots or parcels receive no special benefit from the proposed improvements.

Section 7. The City Council hereby confirms the diagram and assessment, with respect to the annexed parcels, as originally proposed in the Engineer's Report.

Section 8. The assessment is in compliance with the provisions of the Act and Article XIIIID of the California Constitution.

Section 9. The assessment is levied without regard to property valuation.

Section 10. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in Section 5 above for the fiscal year commencing on July 1, 2019 and ending on June 30, 2020.

Section 11. The adoption of this Resolution constitutes the levy of an assessment for the fiscal year commencing July 1, 2019 and ending June 30, 2020.

Section 12. The improvements shall be performed pursuant to law.

Section 13. The County Auditor of Riverside County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Administrative Services Director.

Section 14. The Administrative Director shall deposit all moneys representing assessments collected by the County to the credit of a special fund known as "City of Jurupa Valley L&LMD 89-I-C Zone 2-C," and such moneys shall be expended only for the
improvements described in Section 5 above.

Section 15. The City Clerk is hereby authorized and directed to file the diagram and assessment, or a certified copy of the diagram and assessment, with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 16. A certified copy of the diagram and assessment shall be filed in the office of the City Engineer, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Jurupa Valley on this 16th day of May, 2019.

______________________________  
Brian Berkson  
Mayor

ATTEST:

______________________________  
Victoria Wasko, CMC  
City Clerk
CERTIFICATION

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE  
CITY OF JURUPA VALLEY  

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2019-33, was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 16th day of May, 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, this 16th day of May, 2019.

Victoria Wasko, City Clerk  
City of Jurupa Valley
# Table of Contents

EXECUTIVE SUMMARY .................................................................................................................. 4  
INTRODUCTION ............................................................................................................................. 4  
DEFINITIONS .................................................................................................................................. 4  
PART I – BOUNDARIES OF THE DISTRICT.................................................................................. 6  
LOCATION OF THE ASSESSMENT ZONE ..................................................................................... 6  
PART II – IMPROVEMENTS AND SERVICES FOR CITY OF JURUPA VALLEY L&LMD NO. 89-1-C ZONE 2-C .... 7  
STREET LIGHTING IMPROVEMENTS ............................................................................................... 7  
PART III – FINANCIAL ANALYSIS ................................................................................................. 8  
INTRODUCTION ............................................................................................................................. 8  
MAXIMUM ASSESSMENT METHODOLOGY .................................................................................. 8  
COST ESTIMATE ............................................................................................................................. 9  
PART IV – ASSESSMENT DIAGRAM ............................................................................................ 12  
PART V – ASSESSMENT ROLLS ..................................................................................................... 14
Pursuant to the direction from the City Council of the City of Jurupa Valley (“City Council”), California, this Engineer's Report (“Report”) is prepared and hereby submitted for the City of Jurupa Valley (“City”) in compliance with the provisions of Section 22565 through 22574 of the Landscaping and Lighting Act of 1972 (“1972 Act”), said Act being Part 2 of Division 15 of the Streets and Highways Code of the State of California, Section 4 of Article XIII D of the California Constitution.

This Report provides for the annexation of Tract 32722 to City of Jurupa Valley L&LMD No. 89-1-C as Zone 2-C and establishes the Maximum Assessment to be levied in the Fiscal Year commencing July 1, 2019 to June 30, 2020 (2019-2020) and continuing in all subsequent Fiscal Years, for this area to be known and designated as:

**CITY OF JURUPA VALLEY L&LMD NO. 89-1-C ZONE 2-C**

**TR32722**

I do hereby assess and apportion the total amount of the costs and expenses upon several parcels of land within said designated area liable therefor and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said services.

NOW, THEREFORE, I, the appointed ENGINEER, acting on behalf of the City of Jurupa Valley, pursuant to the 1972 Act, do hereby submit the following:

Pursuant to the provisions of law, the costs and expenses of the Zone have been assessed upon the parcels of land in the Zone benefited thereby in direct proportion and relation to the estimated benefits to be received by each of said parcels. For particulars as to the identification of said parcels, reference is made to the Assessment Diagram/Boundary Map, a reduced copy of which is included herein.

As required by law, an Assessment Diagram/Boundary Map is filed herewith, showing the Zone, as well as the boundaries and dimensions of the respective parcels and subdivisions of land within said Zone as they exist, as of the date of this Report, each of which subdivisions of land or parcels or lots, respectively, have been assigned a parcel/lot number within a specific tract map and indicated on said Assessment Diagram/Boundary Map and in the Assessment Roll contained herein.

The separate numbers given the subdivisions and parcels of land, as shown on said Assessment Diagram/Boundary Map and Assessment Roll, correspond with the numbers assigned to each parcel by the Riverside County Assessor. Reference is made to the County Assessor Roll for a description of the lots or parcels.
As of the date of this Report, there are no parcels or lots within Zone 2-C that are owned by a federal, state or other local governmental agency that will benefit from the services to be provided by the assessments to be collected.

March 21, 2019.

Steve Loriso, R.C.E. 64701
EXECUTIVE SUMMARY

INTRODUCTION

Pursuant to the provisions of law, the costs and expenses of the Zone have been assessed upon the parcels of land in the Zone benefited thereby in direct proportion and relation to the estimated benefits to be received by each of said parcels. For particulars as to the identification of said parcels, reference is made to the Assessment Diagram/Boundary Map, a reduced copy of which is included herein. On this 21st day of March, 2019 the City Council, City of Jurupa Valley, State of California, ordering the preparation of the Report providing for the annexation of Tract 32722 to L&LMD No. 89-1-C Volume 2 as Zone 2-C, pursuant to the provisions of the 1972 Act, being Division 15 of the Streets and Highways Code of the State of California, adopt Resolution No. 2019-19 for a special assessment district zone known and designated as:

ZONE 2-C
TR 32722

As of the date of this Report, March 21st, 2019, the annexation of Zone 2-C includes annexation of that portion of land identified by the Assessor Parcel Numbers 174-170-039, 174-170-040, and 174-170-041; also known as Tract 32722 and will consist of 16 residential parcels. As required by law, an Assessment Diagram/Boundary Map is filed herewith, showing the Zone, as well as the boundaries and dimensions of the respective parcels and subdivisions of land within said Zone as they exist, as of the date of this Report, each of which subdivisions of land or parcels or lots, respectively, have been assigned a parcel/lot number within a specific tract and indicated on the Assessment Diagram/Boundary Map and in the Assessment Roll contained herein.

The following report presents the engineering analysis for the annexation of Zone 2-C and the establishment of the Maximum Assessment, based on Proposition 218 and the Act of 1972, to be levied and collected commencing Fiscal Year 2019-2020 and all subsequent fiscal years.

DEFINITIONS

Agency – Means the local government, City of Jurupa Valley.
Capital cost – Means the cost of acquisition, installation, construction, reconstruction, or replacement of a permanent public improvement by the Agency.
District – Means an area determined by the Agency to contain all parcels which will receive a special benefit from a proposed public improvement of property-related service.
Maintenance and operation expenses - Means the cost of rent, repair, replacement, rehabilitation, fuel, power, electrical current, care, and supervision necessary to properly operate and maintain a permanent public improvement.
Ad Valorem Reduction – Means the corresponding general benefit value of the improvements.
Special benefit – Means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”
PART I – BOUNDARIES OF THE DISTRICT

LOCATION OF THE ASSESSMENT ZONE

Zone 2-C shall consist of a benefit zone encompassing the properties within the residential subdivision TR 32722. The proposed improvements described in this Report are based on current development and improvement plans provided as of the date of this Report.

Zone 2-C is generally located north of Mission Boulevard west of Sunnyhill Drive, in the City of Jurupa Valley, in the County of Riverside, State of California. It includes 16 residential parcels, identified as Tract 32722. At the time of this assessment, the assessment zone is identified as consisting of 16 assessable parcels designated as residential parcels and zero non-assessable lots. Zone 2-C consists of all lots/units, parcels, and subdivisions of land located in the following development area:

PART II – IMPROVEMENTS AND SERVICES FOR CITY OF JURUPA VALLEY
L&LMD NO. 89-1-C ZONE 2-C

The services to be funded by City of Jurupa Valley L&LMD No. 89-1-C Zone 2-C include the maintenance of the streetlights (4) within the subdivision designated as Tract 32722 and at the subdivision entrance. The proposed improvements, the associated costs, and assessments have been carefully reviewed, identified, and allocated based on special benefit. Zone 2-C was reviewed and specific areas of special benefit within the District were identified, based on:

a. Level of Service
b. Improvement Types
c. Proximity to Improvement
d. Levels of Special Benefit from Zone (on Public versus Private)

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include the construction, maintenance, and servicing of public lights, landscaping, dedicated easements for landscape use, and appurtenant facilities. The 1972 Act further provides that assessments may be apportioned upon all assessable lot(s) or parcel(s) of land within an assessment district in proportion to the estimated benefits to be received by each lot or parcel from the improvements rather than by assessed value.

It was determined that the improvements identified by this report will directly benefit the parcels to be assessed within Zone 2-C. The assessments and method of apportionment is based on the premise that the assessments will be used for lighting improvements within the existing district as well as provide for annual maintenance of those improvements and the assessment revenues generated by the Zone will be used solely for such purpose.

STREET LIGHTING IMPROVEMENTS
The assessment will provide for the operating energy cost of the street lights servicing the residential development, as shown in the Street Lighting Improvement Plan by SAKE Engineers, Inc. prepared for Tract 32722.

The benefits associated with streetlight improvements include:

1. Enhanced deterrence of crime such as vandalism and other criminal activities which would reduce damage to improvements or property.
2. Improved visibility to assist police in the protection of property.
3. Improved visibility for egress from and ingress to the property.
PART III – FINANCIAL ANALYSIS

INTRODUCTION
The formula used for calculating assessments reflects the composition of the parcels and the improvements and services provided by the Zone to fairly apportion the costs based on the estimated benefit to each parcel.

The streetlight improvements within Zone 2-C provide direct and special benefit to the lots or parcels within the Zone. Therefore, the maintenance of these improvements also provides direct and special benefit by maintaining the functionality of the improvements and allowing the improvements to operate in a proper manner.

Because all benefiting properties consist of a uniform land use, it is determined that all residential parcels benefit equally from the improvements and the costs and expenses for the maintenance and servicing of streetlights are apportioned on a per parcel basis.

The total benefit from the works of improvement is a combination of the special benefits to the parcels within the Zone and the general benefits to the public at large and to adjacent property owners. A portion of the total maintenance costs for the streetlights, if any, associated with general benefits will not be assessed to the parcels in the Zone, but will be paid from other City of Jurupa Valley funds.

No property is assessed in excess of the reasonable cost of the proportional special benefit conferred on that property. Additionally, because the benefiting parcels within the zone consist of a uniform land use (residential), it is determined that each of the residential parcels within the Zone benefit equally from the improvements. Therefore, the proportionate share of the costs and expenses for the provisions of streetlights, as well as costs and expenses for the maintenance of the streetlights apportioned equally on a per parcel basis.

MAXIMUM ASSESSMENT METHODOLOGY
The following methodology was adopted by City Council in Resolution No. 2016-01 dated February 4, 2016. Such methodology has been maintained in preparation of this Report. The purpose of establishing a Maximum Assessment formula is to provide for reasonable increases and inflationary adjustments to annual assessments without requiring costly noticing and mailing procedures, which would add to the Zone 2-C costs and assessments.

The Maximum Assessment formula shall be applied to all assessable parcels of land within the Zone. For Zone 2-C, the initial Maximum Assessment(s) for Fiscal Year 2019-2020 are as follows:

1. The initial Total Maximum Assessment established within Zone 2-C (Tract 32722) shall be $493.39.
2. The initial Maximum Assessment per assessable parcel/lot/unit established within Zone 2-C, composed of 16 assessable lots in TR 32722, is anticipated to be $30.84.

In compliance with California Constitution Article XIIID (Proposition 218), the assessment established for Zone 2-C on this report, include an adjustment formula to account for reasonable increase in cost for maintenance and inflation. The initial Maximum Assessment shall be adjusted by the greater of two percent (2%) or the cumulative percentage increase in the CPI-U Index published by the Bureau of Labor Statistics of the United States Department of Labor for Riverside-San Bernardino-Ontario.

The Maximum Assessment is adjusted annually and is calculated independent of Zone 2-C’s annual budget and proposed annual assessment. The proposed annual assessment (rate per assessable parcel) applied in any fiscal year is not considered to be an increased assessment if less than or equal to the Maximum Assessment amount. In no case shall the annual assessment exceed the Maximum Assessment.

Although the Maximum Assessment will increase each year, the actual Zone 2-C assessments may remain virtually unchanged. The Maximum Assessment adjustment is designed to establish reasonable limits on Zone 2-C assessments. The Maximum Assessment calculated each year does not require or facilitate an increase of the annual assessment and neither does it restrict assessments to the adjusted maximum amount. If the budget and assessments for the fiscal year require an increase and the increase is more than the adjusted Maximum Assessment, it is considered an increased assessment.

To impose an increase assessment, the City of Jurupa Valley must comply with the provisions of the California Constitution Article XIII D Section 4c, that requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owner through the balloting process must approve the proposed assessment increase. If the proposed assessment is approved, then a new Maximum Assessment is established for Zone 2-C. If the proposed assessment is not approved, the City may not levy an assessment greater than the adjusted Maximum Assessment previously established for Zone 2-C.

**COST ESTIMATE**

The Ad Valorem reduction is the corresponding general benefit value of the improvements, and it is determined by identifying the general public benefit from the installation and upkeep of the improvements identified on this report. All proposed lighting improvements contained within this report are located in front of or leading to the assessed Tract Map and the construction and installation of the improvements were only necessary for the development of properties within the Zone. Therefore, it was determined that any public access or use of these local improvements by others is incidental and there is no measurable general benefit to properties outside the one or to the public at large. The Ad Valorem reduction for this assessment is zero.
The Assessment for each assessable parcel within Zone 2-C is calculated by dividing the total Annual Balance to Levy minus the Ad Valorem Reduction by the total number of assessable subdivided parcels within Zone 2-C to determine the Annual Assessment per assessable parcel.

\[
\frac{\text{Annual Balance to Levy} - \text{Ad Valorem Reduction}}{\text{Total number of assessable parcels}} = \text{Annual Assessment per assessable parcel}
\]

The Annual Balance to Levy is the Total Annual Landscaping Costs as seen in the following summary table:
CITY OF JURUPA VALLEY L&LMD NO. 89-1-C ZONE 2-C
Tract 32722
FY 2019-2020

Total Assessable Parcels/Lots: 16

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Total Cost for Zone 2-C</th>
<th>Cost per Parcel/Lot for Zone 2-C</th>
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<tbody>
<tr>
<td><strong>Street Lighting:</strong></td>
<td></td>
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<tr>
<td>Annual Energy Charge of $101.74 per street light for 3 Street Lights – 50 Watt LED:</td>
<td>$305.21</td>
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<tr>
<td>Annual Energy Charge of $111.15 per street light for 1 Street Lights – 150 Watt LED:</td>
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<td>Operating Reserve :</td>
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<tr>
<td><strong>TOTAL ANNUAL STREET LIGHTING COSTS :</strong></td>
<td>$493.39</td>
<td>$30.84</td>
</tr>
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</table>

**AD VALOREM REDUCTION**

$0 $0

**INITIAL MAXIMUM ASSESSMENT FOR ZONE 2-C :**

$493.39
PART IV – ASSESSMENT DIAGRAM
(See next page)
ASSESSMENT DIAGRAM/ BOUNDARY MAP
CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING
MAINTENANCE DISTRICT NO. 89-1- CONSOLIDATED
ZONE 2 - C
TR 32722
CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SEC 7, T.2S, R. 5W

ASSESSOR'S PARCEL NUMBER AS OF DATE OF ENGINEER'S REPORT
174-170-039
174-170-040
174-170-041

Subzone Boundary

For details concerning the lines and dimensions of the applicable Assessor's Parcel numbers, refer to the County Assessor's Map as of the date of the Report

VICINITY MAP

HRGreen
**PART V – ASSESSMENT ROLLS**

Parcel identification for each lot/unit or parcel within Zone 2-C shall be the parcels as shown on the Riverside County Secured Roll for the year in which this Report is prepared and reflective of the Assessor’s Parcel Maps. Zone 2-C includes the following Assessor’s Parcel Numbers (APNs) as of the date of this Report: 174-170-039, 174-170-040, and 174-170-041.

The initial Maximum Assessment shall be adjusted annually by the greater of two percent (2%) or the cumulative percentage increase in the CPI-U for All Items Index published by the BLS.

When subdivided, the initial Maximum Assessments per assessable lot/unit or parcel for Zone 2-C are as follows:

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<tr>
<th>Parcel/ Lot No.</th>
<th>Maximum Assessment</th>
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<td>16</td>
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</tbody>
</table>
STAFF REPORT

DATE: MAY 16, 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. 16.C

PUBLIC HEARING TO CONSIDER A RESOLUTION ADOPTING THE FISCAL YEAR 2019-2020 THROUGH FISCAL YEAR 2021-2022 CAPITAL IMPROVEMENT PROGRAM (CIP) FOR THE CITY OF JURUPA VALLEY

RECOMMENDATION

1) That the City Council conduct a public hearing and receive input, if any, on the City of Jurupa Valley’s proposed Fiscal Year 2019/2020 through Fiscal Year 2021/2022 Capital Improvement Program; and

2) That the City Council adopt Resolution No. 2019-34, entitled:


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 two sources; Motor Vehicle Fuel Tax (Gas Tax) and Measure “A” local streets allocations. Grant funds which are available for various street improvement purposes are generally secured on a project specific basis and most often on a competitive application basis. In 2017, 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.

Identification of projects for inclusion in the CIP focused on pavement maintenance/rehabilitation projects on arterial streets. With past years funding availability these roadways were not able to be maintained adequately, but with the addition of RMRA funding the City is finally able to begin taking care of these streets.

The proposed FY 2019/2020 through FY 2021/2022 CIP was determined to be in conformance with the City’s General Plan, as required by Government Code Section 65401 at the Planning Commission Meeting of May 8, 2019.

ANALYSIS

The CIP includes 33 projects with an estimated budget of $18,119,039 for FY 19/20. Although all sources are applicable for the CIP not all funds are utilized in the current fiscal year. Revenue sources include the following:

- Road Maintenance and Rehabilitation Account (RMRA)
- Motor Vehicle Fuel Tax (Gas Tax)
- Measure “A” Local Streets and Roads (County ½ cent sales tax for transportation)
- Developer Impact Fees (DIF)
- Transportation Uniform Mitigation Fee (TUMF)
- Mira Loma Road and Bridge Benefit District (Mira Loma RBBD)
- Community Development Block Grant (CDBG)
- Active Transportation Projects (ATP)
- Highway Safety Improvement Program (HSIP)
- SB 821 Bicycle and Pedestrian Facilities Program State Grant through RCTC
- MARA (Measure A Regional Arterials grant through RCTC)

OTHER INFORMATION

At their regular meeting of May 8, 2019, the Planning commission adopted Resolution No. 2019-05-08-02 finding that the City’s CIP for FY 2019/2020 through FY 2021/2022 is consistent with the City’s General Plan.

The Notice of Public Hearing for this item was published in the Press-Enterprise on May 6, 2019.

FINANCIAL IMPACT

The new request for FY 2019/2020 is $11,793,047 and is “paid as you go” from the various funding sources. This budget does potentially require General Fund monies for one of the proposed projects. The Council may amend this list to add additional work should other revenue sources be made available.
ALTERNATIVES

1) Decline to approve the City of Jurupa Valley’s CIP for FY 2019/2020 through FY 2021/2022.

2) Provide alternative direction to staff.

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

Chase Keys, E.I.T.
Assistant Engineer

Reviewed by:

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

Reviewed by:

George A. Wentz
Deputy City Manager

Approved as to form:

Alan Kreimeier
Administrative Services Director

Submitted by:

Gary S. Thompson
City Manager

Attachments:

A. FY 2019/2020 through FY 2021/2022 Capital Improvement Program
B. Resolution No. 2019-34
CAPITAL IMPROVEMENT PROGRAM

FISCAL YEARS 2019/20 – 2021/22

CITY OF JURUPA VALLEY

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

City Staff
Gary Thompson, City Manager
Steve Loriso, City Engineer/Director of Public Works
Alan Kreimeier, Administrative Services Director

8930 Limonite Avenue
Jurupa Valley, CA 92509
951-332-6464
www.jurupavalley.org
# TABLE OF CONTENTS

## INTRODUCTION

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transmittal Message</td>
<td>1</td>
</tr>
<tr>
<td>Resolution of the City Council</td>
<td>2</td>
</tr>
</tbody>
</table>

## SUMMARIES

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Summary with Revenue Source</td>
<td>4</td>
</tr>
<tr>
<td>Funding Requests vs. Projected Revenues</td>
<td>7</td>
</tr>
</tbody>
</table>

## PROJECTS

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limonite Ave. Widening, Etiwanda to Bain – Debt Service</td>
<td>12-04</td>
</tr>
<tr>
<td>Market St. Bridge, Crossing Santa Ana River</td>
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</tr>
<tr>
<td>Mission Blvd. Bridge, Crossing Santa Ana River</td>
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</tr>
<tr>
<td>Bain St. Pavement Rehabilitation, Limonite to Bellegrave</td>
<td>16-A.2</td>
</tr>
<tr>
<td>Pedley Rd. Improvement Project, Limonite to Jurupa</td>
<td>16-B.1</td>
</tr>
<tr>
<td>Traffic Signal Installation, Pedley and Jurupa</td>
<td>16-C.2</td>
</tr>
<tr>
<td>Certificates of Participation (COP) Series 2016A – Debt Service</td>
<td>16-F</td>
</tr>
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<td>Van Buren Blvd. Widening, Santa Ana River to Limonite</td>
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<td>Jurupa Rd./Van Buren Blvd. Grade Separation</td>
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<td>Horse Crossing Signal, Limonite Ave. and Marlatt St.</td>
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<td>Traffic Signal Modifications (Protected Permissive)</td>
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<td>Downey St. and 64th St. Park Improvements</td>
<td>17-F.1</td>
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<td>Rubidoux Blvd. Pavement Rehabilitation, Mission to SR-60</td>
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<td>Mission Blvd. and Valley Way Intersection Improvements</td>
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<td>Filly Ln. Drainage Improvements</td>
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<tr>
<td>2019-2020 Pavement Maintenance (Slurry/Crack Seal), Locations TBD</td>
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<thead>
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<tr>
<td>2019-2020 Pavement Rehabilitation, Locations TBD</td>
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<tr>
<td>Granite Hill Dr. Pavement Rehabilitation, Pyrite to Edgewood Point</td>
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<td>Corey St. and Kennedy St. Pavement Rehabilitation</td>
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<td>2019-2020 CDBG – Pontiac Ave. Neighborhood Pavement Rehabilitation</td>
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<td>Pacific Ave. SR2S Sidewalk Project, Mission to 45&lt;sup&gt;th&lt;/sup&gt;</td>
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<td>Market St. Widening, Santa Ana River to Rubidoux</td>
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<td>Master Plan of Streets</td>
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<td>Traffic Signal Installation, Ben Nevis and Pedley</td>
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<td>Citywide Guardrail Replacement</td>
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<tr>
<td>Overhead Street Banner Poles</td>
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<td>Citywide Retroreflectivity Testing</td>
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<td>Roundabout Study and Installation</td>
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<td>Misc. Traffic Signal Upgrades, Location TBD</td>
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<td>2021-2022 Drainage Repairs, Location TBD</td>
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<td>Cantu Galleano Ranch Rd. Gap Closure</td>
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<tr>
<td>Mission Blvd. Pavement Rehabilitation – Ph. 3, Pyrite to Valley Way</td>
<td>FUT. A</td>
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<tr>
<td>Valley Way and Jurupa Rd. Realignment</td>
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### TABLE OF CONTENTS CONT’D

<table>
<thead>
<tr>
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<td>Camino Real Widening/Intersection Improvements, Jurupa Rd. to 700’ South</td>
<td>FUT. D</td>
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<tr>
<td>Daly Ave. Storm Drain Improvements</td>
<td>FUT. E</td>
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<tr>
<td>Pacific Ave. Storm Drain Improvements</td>
<td>FUT. F</td>
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</table>
TRANSMITTAL MESSAGE

Honorable Mayor, Members of the City Council and Residents of Jurupa Valley:

The CIP is a three-year planning instrument used to identify and coordinate the financing and timing of public improvements. The first year of this program is the capital budget you will see in the City’s overall annual budget. Projects slated for subsequent years in the program are for planning purposes only and do not receive expenditure authority until they are allocated funding in a future capital budget.

On behalf of the City of Jurupa Valley staff I am proud to transmit the FY 2019-2020 to FY 2021-2022 Capital Improvement Program (CIP). You will find this CIP has been developed with a balance between the infrastructure needs of the community and the City’s financial capacity.

The City’s goal in providing a CIP budget is to develop a multi-year plan for capital improvement, update it annually and follow through with all capital improvements in accordance with the plan. In determining the relative merit of a proposed project, key management team members evaluate projects for feasibility, community enhancement, infrastructure preservation and safety.

City staff identified the community’s capital needs for each fiscal year, evaluated anticipated funding availability and presents a proposed CIP for the City Council’s consideration and direction to staff. The focus of the CIP is to combine a comprehensive planning document that identifies revenues with the capital projects expenditure budget. The document also augments the existing capital projects budget information and facilitates the long-range capital projects planning process.

The FY 2019-2020 to FY 2021-2022 Capital Improvement Program is a result of a total team effort of both City staff and City Council. There are 33 projects which are scheduled to begin design, construction and/or be completed in FY 2019-2020. These projects are intended to enhance the safety and quality of life for all citizens in the City of Jurupa Valley. I would like to thank staff and the City Council for all of the contributions that were made in developing the capital budget that will serve as the footprint for Jurupa Valley’s future.

Sincerely,

Gary Thompson
City Manager
RESOLUTION OF THE CITY COUNCIL

RESOLUTION NO. 2019-XX


WHEREAS, the City Council desires to adopt a Capital Improvement Program in order to identify capital projects and equipment purchases, provide a planning schedule and identify options for financing the plan.

WHEREAS, on Thursday, May 16, 2019, the City Council held a duly noticed public hearing to consider the approval of the City’s Capital Improvement Program for Fiscal Years 2019/2020 – 2021/2022 and heard and considered all written and oral evidence submitted at said hearing.

WHEREAS, the City Council hereby determines and finds that each proposed expenditure of public funds reflected in the proposed Capital Improvement Program advances the public health, safety or general welfare and thereby serves the community’s interests;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY HEREBY RESOLVES AS FOLLOWS:

Section 1. Based on the true and correct recitals above incorporated by this reference herein, the recommended Fiscal Year 2019/2020 through Fiscal Year 2021/2022 Capital Improvement Program, filed with the City Clerk, is hereby approved and adopted.

Section 2. The City Clerk shall certify as to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Jurupa Valley on this 16th day of May, 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-XX was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 16th day of May, 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, this 16th day of May, 2019.

________________________________
Victoria Wasko, City Clerk
City of Jurupa Valley
## PROJECT SUMMARY

<table>
<thead>
<tr>
<th>PROJECT NUMBER</th>
<th>PROJECT NAME</th>
<th>SOURCE OF FUNDS</th>
<th>PROJECTED CARRYOVER (As of 04/05/19)</th>
<th>15/20 PROJECTED</th>
<th>20/21 PROJECTED</th>
<th>21/22 PROJECTED</th>
<th>FUTURE YEARS</th>
<th>TOTAL PROJECT COST</th>
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## CAPITAL IMPROVEMENT PROGRAM
### FY 2019-2020 TO FY 2021-2022

### PROJECT SUMMARY

<table>
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<th>PROJECT NUMBER</th>
<th>PROJECT NAME</th>
<th>SOURCE OF FUNDS</th>
<th>PROJECTED CARRYOVER (As of 04/05/19)</th>
<th>15/20 PROJECTED</th>
<th>20/21 PROJECTED</th>
<th>21/22 PROJECTED</th>
<th>FUTURE YEARS</th>
<th>TOTAL PROJECT COST</th>
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<td>2019-2020 PAVEMENT MAINTENANCE (SLURRY/CRACK SEAL), LOCATIONS TBD</td>
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<td>GRANITE HILL DR. PAVEMENT REHABILITATION, PYRITE TO EDGWOOD POINT</td>
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<td>SUNNYSLOPE AREA SR25 SIDEWALK GAP CLOSURE</td>
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**Total:**
- **2019-2020:**
  - **TOTAL:** $709,000
- **2020-2021:**
  - **TOTAL:** $3,173,000
- **2021-2022:**
  - **TOTAL:** $4,793,000

**Capital Improvement Program:**
- **2019-2020:** $1,900,000
- **2020-2021:** $1,900,000
- **2021-2022:** $1,150,000
- **TOTAL:** $4,793,000
# CAPITAL IMPROVEMENT PROGRAM

**FY 2019-2020 TO FY 2021-2022**

## PROJECT SUMMARY

<table>
<thead>
<tr>
<th>PROJECT NUMBER</th>
<th>PROJECT NAME</th>
<th>SOURCE OF FUNDS</th>
<th>2019/20 PROJECTED</th>
<th>2020/21 PROJECTED</th>
<th>2021/22 PROJECTED</th>
<th>FUTURE YEARS</th>
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<td>CANTU GALLEANO RANCH RD. GAP CLOSURE</td>
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<tr>
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**TOTAL** $6,325,992 $11,743,047 $12,279,400 $10,363,000 $76,276,050 $116,987,489
# Capital Improvement Program
## FY 2019-2020 to FY 2021-2022

## Funding Summary

<table>
<thead>
<tr>
<th>Active Transportation Program (ATP)</th>
<th></th>
</tr>
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<tbody>
<tr>
<td>19106 PACIFIC AVE. SR25 SIDEWALK PROJECT, MISSION TO 45TH</td>
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<tr>
<td>19107 SUNNYLOPE AREA SR25 SIDEWALK GAP CLOSURE</td>
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<table>
<thead>
<tr>
<th>Community Development Block Grant (CDBG)</th>
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<tbody>
<tr>
<td>18-A.2 RUBIDOUX BLVD. PAVEMENT REHABILITATION, MISSION TO SR-60</td>
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</tr>
<tr>
<td>18-B.1 2018-2019 ADA IMPROVEMENTS, MISSION BLVD. - RIVERVIEW TO CRESTMORE</td>
<td>$ 166,405</td>
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<tr>
<td>19105 2019-2020 CDBG - PONTIAC AVE. NEIGHBORHOOD PAVEMENT REHABILITATION</td>
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<tr>
<td>19106 PACIFIC AVE. SR25 SIDEWALK PROJECT, MISSION TO 45TH</td>
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<table>
<thead>
<tr>
<th>Development Impact Fees - Parks</th>
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<tbody>
<tr>
<td>17-F.1 DOWNNEY ST. AND 64TH ST. PARK IMPROVEMENTS</td>
<td>$ 738,627</td>
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<tr>
<td>17-B.3 RUBIDOUX BLVD. AND SR80 INTERCHANGE IMPROVEMENTS</td>
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<thead>
<tr>
<th>Development Impact Fees - Signals</th>
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<table>
<thead>
<tr>
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<tbody>
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<thead>
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<tr>
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<td>17-B.1 VAN BUREN BLVD. WIDENING, SANTA ANA RIVER TO LIMONITE</td>
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<td>17-B.2 LIMONITE AVE. WIDENING, BAIN TO HOMESTEAD</td>
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<td>19110 MASTER PLAN OF STREETS</td>
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<th>Active Transportation Program (ATP)</th>
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<td>19106 PACIFIC AVE. SR25 SIDEWALK PROJECT, MISSION TO 45TH</td>
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<tr>
<td>19107 SUNNYLOPE AREA SR25 SIDEWALK GAP CLOSURE</td>
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<th>Community Development Block Grant (CDBG)</th>
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<tbody>
<tr>
<td>18-A.2 RUBIDOUX BLVD. PAVEMENT REHABILITATION, MISSION TO SR-60</td>
<td>$ 690,000</td>
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<tr>
<td>18-B.1 2018-2019 ADA IMPROVEMENTS, MISSION BLVD. - RIVERVIEW TO CRESTMORE</td>
<td>$ 166,405</td>
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<tr>
<td>19105 2019-2020 CDBG - PONTIAC AVE. NEIGHBORHOOD PAVEMENT REHABILITATION</td>
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<tr>
<td>19106 PACIFIC AVE. SR25 SIDEWALK PROJECT, MISSION TO 45TH</td>
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<tr>
<td>20102 2020-2021 CDBG IMPROVEMENTS, LOCATIONS TBD</td>
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<td>21102 2021-2022 CDBG IMPROVEMENTS, LOCATIONS TBD</td>
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<thead>
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<th>Development Impact Fees - Parks</th>
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<tbody>
<tr>
<td>17-F.1 DOWNNEY ST. AND 64TH ST. PARK IMPROVEMENTS</td>
<td>$ 2,388,627</td>
</tr>
<tr>
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<td>$ 1,792,317</td>
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<tr>
<td>16-C.2 TRAFFIC SIGNAL INSTALLATION, PEDLEY AND JURUPA</td>
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<tr>
<td>17-C.1 HORSE CROSSING SIGNAL, LIMONITE AVE. MARLATT ST.</td>
<td>$ 150,117</td>
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<tr>
<td>17-C.2 TRAFFIC SIGNAL MODIFICATIONS (PROTECTED PERMISSIVE)</td>
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<td>16-A.2</td>
<td>Bain St. Pavement Rehabilitation, Jurupa to Bellegave</td>
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<tr>
<td>18-D.1</td>
<td>Filly Ln. Drainage Improvements</td>
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<td>Citywide Guardrail Replacement</td>
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<tr>
<td>2107</td>
<td>2020-2021 Drainage Repairs, Locations TBD</td>
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<tr>
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<td>Sierra Ave, Armstrong to City Limits and/or Armstrong Rd, Sierra to City Limits Roundabout Study and Installation</td>
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<tr>
<td>16-B.1</td>
<td>Pedley Rd. Improvement Project, Limonite to Jurupa</td>
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<td>19112</td>
<td>Citywide Guardrail Replacement</td>
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<tr>
<td>12-04</td>
<td>Limonite Ave. Widening, Etwanda to Bain - Debt Service</td>
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<td>Mission Blvd. Bridge, Crossing Santa Ana River</td>
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<td>Bain St. Pavement Rehabilitation, Jurupa to Bellegave</td>
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<td>16-B.1</td>
<td>Pedley Rd. Improvement Project, Limonite to Jurupa</td>
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<td>2019-2020 Pavement Maintenance (Slurry/Crack Seal), Locations TBD</td>
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<tr>
<td>19107</td>
<td>Sunnyslope Area SR25 Sidewalk Gap Closure</td>
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<td>19112</td>
<td>Citywide Guardrail Replacement</td>
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<tr>
<td>19114</td>
<td>Citywide Retroreflectivity Testing</td>
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<tr>
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<td>Van Buren Blvd. Pavement Rehabilitation - Ph. 3, Bellegave to Etwanda</td>
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<td>Mission Blvd. Pavement Rehabilitation - Ph. 2, Bellegave to Pyrite</td>
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<td>2021-2022 Pavement Maintenance (Slurry/Crack Seal), Locations TBD</td>
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# Capital Improvement Program FY 2019-2020 to FY 2021-2022

## Funding Summary

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<tr>
<th>Project Number</th>
<th>Project Name</th>
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<th>20/21 Projected</th>
<th>21/22 Projected</th>
<th>Three Year Cost</th>
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## Total

|              |            | $6,325,992 | $11,668,047 | $12,279,400 | $10,363,000 | $40,636,439 |

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9
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## LIMONITE AVE. WIDENING, ETIWANDA TO BAIN - DEBT SERVICE

**Project Number:** 12-04  
**Account Number:** 71304

**Project Description:** Widen existing roadway to 4 through travel lanes with a painted center median/left turn lane. The project will also construct curb and gutter while rehabilitating the AC Pavement.

**Justification/Comments:** Improve traffic operations throught the Limonite/Etiwanda intersection, improve air quality and enhance traffic safety.

**Project Status:** This project is complete. This funding is to repay general fund monies used to complete the project.

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FY2019-2020 to FY 2021-2022 Capital Improvement Program
LIMONITE AVE. WIDENING, ETIWANDA TO BAIN - DEBT SERVICE

FY2019-2020 to FY 2021-2022 Capital Improvement Program

Project No. 12-04
## MARKET ST. BRIDGE, CROSSING SANTA ANA RIVER

**Project Number:** 13-H.1  
**Account Number:** 71325

**Project Description:** Remove and replace existing bridge crossing the Santa Ana River between the Cities of Jurupa Valley and Riverside.

**Justification/Comments:** The existing two lane bridge is inadequate for future traffic and is in need of seismic retrofitting.

**Project Status:** This project is currently in the PA/ED phase and is being managed by Riverside County.

### Project Cost:

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<td>CM/Inspection</td>
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### MISSION BLVD. BRIDGE, CROSSING SANTA ANA RIVER

**Project Number:** 13-H.2  
**Account Number:** 71326

**Project Description:** Remove and replace existing bridge crossing the Santa Ana River between the Cities of Jurupa Valley and Riverside.

**Justification/Comments:** The existing two lane bridge is inadequate for future traffic and is in need of seismic retrofitting.

**Project Status:** This project is currently in the PA/ED phase and is being managed by Riverside County.

#### Project Cost:

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FY2019-2020 to FY 2021-2022 Capital Improvement Program

Project No. 13-H.2
**Project Number:** 16-A.2

**Account Number:** 71302

**Project Description:** Complete reconstruction of the roadway surface while providing two 12' travel lanes and 2' paved shoulders as well as rehabilitating the existing dirt shoulder.

**Justification/Comments:** Improve roadway safety by fixing poor pavement conditions and narrow roadways. Shoulder reconstruction will prevent future failures at the edge of pavement.

**Project Status:** This project is currently in the PA/ED phase.

### Project Cost:

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PEDLEY RD. IMPROVEMENT PROJECT, LIMONITE TO JURUPA

Project Number: 16-B.1

Account Number: 62315

Project Description: Add left turn lanes to five unsignalized intersections along Pedley Rd and modify two storm drain crossings by relocating headwalls away from the travel lanes and adding guardrail to the headwall abutments.

Justification/Comments: High accident roadway segment where most accidents are occurring at the intersections of the side streets or where drainage culverts cross the roadway. The addition of left turn lanes and widening of the storm drain crossing will greatly improve roadway safety.

Project Status: This project is in the PA/ED and PS&E phases concurrently.

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PEDLEY RD. IMPROVEMENT PROJECT, LIMONITE TO JURUPA

FY2019-2020 to FY 2021-2022 Capital Improvement Program

Project No. 16-B.1
TRAFFIC SIGNAL INSTALLATION, PEDLEY AND JURUPA

Project Number: 16-C.2

Account Number: 62318

Project Description: Widen the existing intersection of Pedley/Jurupa while improving the existing at-grade crossing of the Union Pacific Railroad in order to construct a new traffic signal.

Justification/Comments: Improve traffic operations and roadway safety with at-grade crossing improvements and the addition of a new traffic signal.

Project Status: This project is currently in the PS&E phase.

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TRAFFIC SIGNAL INSTALLATION, PEDLEY AND JURUPA

FY2019-2020 to FY 2021-2022 Capital Improvement Program

Project No. 16-C.2
Project Number: 16-F

Account Number: Various

Project Description: Citywide pavement rehabilitation program of numerous, mostly residential, streets. Over the course of seven projects approximately 5,850,000 SF of AC pavement was rehabilitated.

Justification/Comments: Improve roadway surface and extend pavement life.

Project Status: This project is complete.

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<td>$1,057,800</td>
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FY2019-2020 to FY 2021-2022 Capital Improvement Program
**VAN BUREN BLVD. WIDENING, SANTA ANA RIVER TO LIMONITE**

**Project Number:** 17-B.1

**Account Number:** 71364

**Project Description:** Widen existing roadway to 6 through travel lanes. The project will also construct curb and gutter while rehabilitating the AC Pavement and adding roadway lighting.

**Justification/Comments:** Improve traffic operations on Van Buren, improve air quality and enhance traffic safety.

**Project Status:** This project is currently in the PA/ED & PS&E phases concurrently.

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VAN BUREN BLVD. WIDENING, SANTA ANA RIVER TO LIMONITE
# Project No. 17-B.2

## Project Description:
Widen existing roadway to 4 through travel lanes with a raised center median, including curb and gutter, equestrian trail on the north side, a multi-use path on the south side and roadway lighting. The project also includes modification to the existing storm drain crossing under the roadway.

## Justification/Comments:
Improve traffic through the Limonite/Bain intersection, improve air quality and enhance traffic safety.

## Project Status:
This project is currently in the PA/ED and PS&E phases concurrently.

### Project Cost:

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LIMONITE AVE. WIDENING, BAIN TO HOMESTEAD
RUBIDOUX BLVD. AND SR60 INTERCHANGE IMPROVEMENTS

Project Number: 17-B.3

Account Number: 62316

Project Description: Reconstruct the existing Rubidoux/SR60 Interchange.

Justification/Comments: Improve traffic operations and enhance traffic safety.

Project Status: This project is currently in the PA/ED phase and being managed by Riverside County.

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RUBIDOUX BLVD. AND SR60 INTERCHANGE IMPROVEMENTS

FY2019-2020 to FY 2021-2022 Capital Improvement Program

Project No. 17-B.3
LIMONITE AVE. AND I-15 INTERCHANGE IMPROVEMENTS

Project Number: 17-B.4

Account Number: 71361

Project Description: Reconstructing the existing Limonite/I-15 interchange to a partial cloverleaf configuration while widening the bridge to 6 lanes.

Justification/Comments: Improve traffic operations and enhance traffic safety.

Project Status: This project is currently under construction and being managed by Riverside County.

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Project Number: 17-B.5

Account Number: 71362

Project Description: Grade separate the existing roadways of Van Buren Blvd and Jurupa Rd from the Union Pacific Railroad Tracks with associated improvements and modifications.

Justification/Comments: Improve traffic operations and enhance traffic safety.

Project Status: This project is in the PS&E phase and being managed by Riverside County.

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JURUPA RD. AND VAN BUREN BLVD. GRADE SEPARATION

FY2019-2020 to FY 2021-2022 Capital Improvement Program

Project No. 17-B.5
## HORSE CROSSING SIGNAL, LIMONITE AVE. MARLATT ST.

**Project Number:** 17-C.1  
**Account Number:** 71365  
**Project Description:** This project includes the installation of a High-Intensity Activated crossWalk at the intersection of Limonite Ave. and Marlatt St.

**Justification/Comments:** Improve pedestrian safety by construction of a new marked and signalized crossing across Limonite Ave.

**Project Status:** This project is currently under construction.

### Project Cost:

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HORSE CROSSING SIGNAL, LIMONITE AVE. MARLATT ST.
TRAFFIC SIGNAL MODIFICATIONS (PROTECTED PERMISSIVE)

**Project Number:** 17-C.2

**Account Number:** 71366

**Project Description:** Add protected-permissive left turn (PPLT) phasing to various existing signalized intersections throughout the City.

**Justification/Comments:** Improve traffic operations and enhance traffic safety by adding PPLT phasing which adds a flashing yellow left turn arrow to the signal head notifying drivers to proceed with caution and that oncoming traffic does not stop.

**Project Status:** This project is currently under construction.

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### Project Number: 17-F.1

### Account Number: 62320

### Project Description: Construct/Install facility improvements at existing park site. Amenities may include permanent restrooms, paved parking lots, equestrian arena, improved walking/riding trails, picnic areas and more.

### Justification/Comments: Enhance and beautify park.

### Project Status: This project is in the PA/ED phase with the help of the National Park Service.

#### Project Cost:

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DOWNEY ST. AND 64TH ST. PARK IMPROVEMENTS
RUBIDOUX BLVD. PAVEMENT REHABILITATION, MISSION TO SR-60

Project Number: 18-A.2

Account Number: 71338

Project Description: The rehabilitation of approximately 220,000 SF of AC pavement by grind and overlay with isolated removal and reconstruction.

Justification/Comments: Improve roadway safety by fixing poor pavement conditions.

Project Status: This project is currently under construction.

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RUBIDOUX BLVD. PAVEMENT REHABILITATION, MISSION TO SR-60

CAPITAL IMPROVEMENT PROGRAM
FY 2019-2020 TO FY 2021-2022

Project No. 18-A.2
2018-2019 ADA IMPROVEMENTS, MISSION BLVD. - RIVERVIEW TO CRESTMORE

Project Number: 18-B.1

Account Number: 7139

Project Description: Project includes construction of six (6) ADA compliant on-street parking stalls on Mission Boulevard.

Justification/Comments: Enhance ADA accessibility and pedestrian safety.

Project Status: This project is in the final stages of PS&E, pending construction.

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Source of Funds:

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Total Funding

| Total Funding  | $166,405            | $-                | $-                | $-                | $-                    | $166,405          |
2018-2019 ADA IMPROVEMENTS, MISSION BLVD. - RIVerview TO CRESTMORE

FY2019-2020 to FY 2021-2022 Capital Improvement Program

Project No. 18-B.1
**MISSION BLVD. AND VALLEY WAY INTERSECTION IMPROVEMENTS**

**Project Number:** 18-C.1  
**Account Number:** 71367  
**Project Description:** The project is to create a pedestrian refuge space with signal actuation to allow pedestrians to make the crossing of Mission Boulevard in two movements and allow for the traffic signals to be timed in a manner that does not require a pedestrian clearance interval that assumes a full crossing of Mission Boulevard.

**Justification/Comments:** Improve traffic operations and pedestrian safety through the intersection by providing both a safe pedestrian waiting area in the median and improved signal timings.

**Project Status:** This project is in the final stages of PS&E, pending construction.

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<td><strong>$</strong></td>
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FILLY LN. DRAINAGE IMPROVEMENTS

Project Number: 18-D.1

Account Number: 71368

Project Description: Remove localized ponding on Filly Ln. Includes installing a new pipe from Filly Ln out to an existing catch basin on Jurupa Rd.

Justification/Comments: Eliminate ponding and provide access to residential lots during heavy rain events.

Project Status: This project is in the process of getting an easement from a private property owner, pending construction.

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FILLY LN. DRAINAGE IMPROVEMENTS

Project No. 18-D.1
2019-2020 PAVEMENT MAINTENANCE (SLURRY/CRACK SEAL), LOCATIONS TBD

Project Number: 19101

Account Number: TBD

Project Description: Application of crack seal and slurry seal in various neighborhoods to be determined.

Justification/Comments: Extend the pavement life of existing asphalt concrete streets.

Project Status: This is a new project.

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CAPITAL IMPROVEMENT PROGRAM
FY 2019-2020 TO FY 2021-2022

2019-2020 PAVEMENT MAINTENANCE (SLURRY/CRACK SEAL), LOCATIONS TBD
**2019-2020 PAVEMENT REHABILITATION, LOCATIONS TBD**

- **Project Number:** 19102
- **Account Number:** TBD

**Project Description:** The rehabilitation of local neighborhood streets by grind and overlay with isolated removal and reconstruction.

**Justification/Comments:** Improve roadway safety by fixing poor pavement conditions.

**Project Status:** This is a new project.

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FY2019-2020 to FY 2021-2022 Capital Improvement Program
2019-2020 PAVEMENT REHABILITATION, LOCATIONS TBD
**GRANITE HILL DR. PAVEMENT REHABILITATION, PYRITE TO EDGEWOOD POINT**

**Project Number:** 19103  
**Account Number:** TBD

**Project Description:** The rehabilitation or reconstruction of approximately 165,000 SF of existing AC pavement.

**Justification/Comments:** Improve roadway safety by fixing poor pavement conditions.

**Project Status:** This is a new project.

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GRANITE HILL DR. PAVEMENT REHABILITATION, PYRITE TO EDGEWOOD POINT

FY2019-2020 to FY 2021-2022 Capital Improvement Program

Project No. 19103
# Corey St. and Kennedy St. Pavement Rehabilitation

**Project Number:** 19104  
**Account Number:** TBD  

**Project Description:** The rehabilitation of approximately 90,000 SF of AC pavement by grind and overlay with isolated removal and reconstruction.

**Justification/Comments:** Improve roadway safety by fixing poor pavement conditions.

**Project Status:** This is a new project.

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FY2019-2020 to FY 2021-2022 Capital Improvement Program
COREY ST. AND KENNEDY ST. PAVEMENT REHABILITATION
2019-2020 CDBG - PONTIAC AVE. NEIGHBORHOOD PAVEMENT REHABILITATION

Project Number: 19105

Account Number: TBD

Project Description: The rehabilitation of approximately 185,000 SF of AC pavement by grind and overlay with isolated removal and reconstruction. Limits included are Pontiac Ave. - Mission to N End, Pioneer Dr. - Mission to 34th, 36th St. - Pioneer to Rubidoux, 34th St. - Avalon to Rubidoux, Paula St. - W End to Pontiac, Raye St. - Avalon to Pontiac, Arbuckle School Rd. - Rubidoux to E End.

Justification/Comments: Improve roadway safety by fixing poor pavement conditions.

Project Status: This is a new project.

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2019-2020 CDBG - PONTIAC AVE. NEIGHBORHOOD PAVEMENT REHABILITATION

FY 2019-2020 to FY 2021-2022 Capital Improvement Program

Project No. 19105
Project Number: 19106

Account Number: TBD

Project Description: Modify Pacific Ave. to have one through lane each way, a median left-turn lane, bike lanes, on-street parking, full-length sidewalks, pedestrian flashers, and intersection enhancements to provide safer pedestrian crossings.

Justification/Comments: Improve roadway and pedestrian safety on pedestrian heavy streets adjacent to three local schools.

Project Status: This is a new project.

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PACIFIC AVE. SR2S SIDEWALK PROJECT, MISSION TO 45TH

FY2019-2020 to FY 2021-2022 Capital Improvement Program

Project No. 19106
## Project Number: 19107

## Account Number: TBD

### Project Description:
This project includes the installation of 9,715 linear feet of new sidewalk, 15 crosswalks, 19 ADA ramps and an RRFB controlled crosswalk in the vicinity of Sunnyslope Elementary School.

### Justification/Comments:
Improve roadway and pedestrian safety on pedestrian heavy streets adjacent to Sunnyslope Elementary School.

### Project Status:
This is a new project.

### Project Cost:

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SUNNYSLOPE AREA SR2S SIDEWALK GAP CLOSURE

FY2019-2020 to FY 2021-2022 Capital Improvement Program

Project No. 19107
MARKET ST. WIDENING, SANTA ANA RIVER TO RUBIDOUX

**Project Number:** 19108  
**Account Number:** TBD

**Project Description:** Widen existing roadway to 4 through travel lanes, including curb and gutter.

**Justification/Comments:** Improve traffic operations on Market St, improve air quality and enhance traffic safety.

**Project Status:** This is a new project.

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| Total Funding | $227,000 | $566,000 | $4,000,000 |                  | $4,793,000 |
MARKET ST. WIDENING, SANTA ANA RIVER TO RUBIDOUX
### Project No. 19109

**Account Number:** TBD

**Project Description:** The project is to create pedestrian refuge spaces with signal actuation to allow pedestrians to make the crossing of Mission Boulevard in two movements and allow for the traffic signals to be timed in a manner that does not require a pedestrian clearance interval that assumes a full crossing of Mission Boulevard.

**Justification/Comments:** Improve traffic operations and pedestrian safety through the intersection by providing both a safe pedestrian waiting area in the median and improved signal timings.

**Project Status:** This is a new project.

#### Project Cost:

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MISSION BLVD. AND RUBIDOUX BLVD. INTERSECTION IMPROVEMENTS
### Project Number: 19110

### Account Number: TBD

### Project Description: The purpose of this Master Plan is to “right size” the conventional roadway cross sections of the General Plan to the field conditions for arterial, secondary and collector road classifications as well as the Pedley, Glen Avon and Rubidoux Village Center Overlays.

### Justification/Comments: The Master Plan of Streets is needed to analyze impacts of the General Plan, provide developers and their engineers reliable dedication requirements, as well as to develop the City’s Development Impact Fee (DIF) program.

### Project Status: This is a new project.

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### Project Number:
19111

#### Account Number:
TBD

#### Project Description:
The installation of a new traffic signal at the intersection of Ben Nevis and Pedley.

#### Justification/Comments:
Improve traffic operations and roadway safety with the addition of a new traffic signal.

#### Project Status:
This is a new project.

#### Project Cost:

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TRAFFIC SIGNAL INSTALLATION, BEN NEVIS AND PEDLEY

FY2019-2020 to FY 2021-2022 Capital Improvement Program

Project No. 19111
CITYWIDE GUARDRAIL REPLACEMENT

**Project Number:** 19112

**Account Number:** TBD

**Project Description:** The project includes upgrading 28 existing metal beam guardrail segments at 19 different locations throughout the City to current Caltrans standards.

**Justification/Comments:** Improve roadway safety by upgrading existing guardrail to current Caltrans standards including new end treatments.

**Project Status:** This is a new project.

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<tr>
<td>Construction</td>
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<td>$ 509,200</td>
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CITYWIDE GUARDRAIL REPLACEMENT

FY2019-2020 to FY 2021-2022 Capital Improvement Program

Project No. 19112
OVERHEAD STREET BANNER POLES

**Project Number:** 19113

**Account Number:** TBD

**Project Description:** The project includes the installation of overhead street banner poles on Limonite Ave, Van Buren Blvd, and Mission Blvd. Banners will be hung from these poles in advance of City sanctioned events to inform residents and visitors of upcoming public events.

**Justification/Comments:**

**Project Status:** This is a new project.

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FY2019-2020 to FY 2021-2022 Capital Improvement Program
**CITYWIDE RETROREFLECTIVITY TESTING**

**Project Number:** 19114  
**Account Number:** TBD

**Project Description:** The project includes the retroreflectivity testing of roadway signs citywide. Priority will be regulatory signs followed by warning and then guide signs should time and budget allow.

**Justification/Comments:** Under the CA MUTCD cities are responsible for maintaining their signs to a minimum level of retroreflectivity. The testing of our signs will provide an inventory of what signs throughout the City need to be replaced.

**Project Status:** This is a new project.

### Project Cost:

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**Total Costs:** $ - $ 30,000 $ - $ - $ - $ - $ 30,000

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**Total Funding:** $ - $ 30,000 $ - $ - $ - $ - $ 30,000

FY2019-2020 to FY 2021-2022 Capital Improvement Program
### Project Number:
20101

### Account Number:
TBD

### Project Description:
The rehabilitation of local neighborhood streets by grind and overlay with isolated removal and reconstruction.

### Justification/Comments:
Improve roadway safety by fixing poor pavement conditions.

### Project Status:
This is a new project.

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2020-2021 PAVEMENT REHABILITATION, LOCATIONS TBD
**2020-2021 CDBG IMPROVEMENTS, LOCATIONS TBD**

**Project Number:** 20102

**Account Number:** TBD

**Project Description:** This project will include street and ADA improvements in disadvantaged neighborhoods within the City.

**Justification/Comments:** Enhance ADA accessibility and improve roadway safety by fixing poor pavement conditions and installing/upgrading ADA facilities.

**Project Status:** This is a new project.

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2020-2021 CDBG IMPROVEMENTS, LOCATIONS TBD
**MISSION BLVD. PAVEMENT REHABILITATION - PH. 1, BEN NEVIS TO BELLEGRAVE**

**Project Number:** 20103  
**Account Number:** TBD

**Project Description:** The rehabilitation of approximately 450,000 SF of existing AC pavement by grind and overlay with isolated removal and reconstruction.

**Justification/Comments:** Improve roadway safety by fixing poor pavement conditions.

**Project Status:** This is a new project.

### Project Cost:

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MISSION BLVD. PAVEMENT REHABILITATION - PH. 1, BEN NEVIS TO BELLEGRAVE

FY2019-2020 to FY 2021-2022 Capital Improvement Program

Project No. 20103
# VAN BUREN BLVD. PAVEMENT REHABILITATION - PH. 3, BELLEGRAVE TO ETIWANDA

**Project Number:** 20104  
**Account Number:** TBD

**Project Description:** The rehabilitation of approximately 500,000 SF of existing AC pavement by grind and overlay with isolated removal and reconstruction.

**Justification/Comments:** Improve roadway safety by fixing poor pavement conditions.

**Project Status:** This is a new project.

### Project Cost:

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## 2020-2021 PAVEMENT MAINTENANCE (SLURRY/CRACK SEAL), LOCATIONS TBD

**Project Number:** 20105  
**Account Number:** TBD

**Project Description:** Application of crack seal and slurry seal in various neighborhoods to be determined.

**Justification/Comments:** Extend the pavement life of existing asphalt concrete streets.

**Project Status:** This is a new project.

### Project Cost

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2020-2021 PAVEMENT MAINTENANCE (SLURRY/CRACK SEAL), LOCATIONS TBD
### Project Number: 20106

### Account Number: TBD

### Project Description: Various modifications/upgrades to existing signalized intersections throughout the City.

### Justification/Comments: Improve traffic operations and enhance traffic safety by modifying/upgrading existing signals.

### Project Status: This is a new project.

### Project Cost:

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FY2019-2020 to FY 2021-2022 Capital Improvement Program
MISC. TRAFFIC SIGNAL UPGRADES, LOCATIONS TBD
### Project Number: 20107

### Account Number: TBD

### Project Description: Elimination of local ponding by installing local storm drains or other misc. drainage improvements.

### Justification/Comments: Eliminate ponding and provide access to residential lots during heavy rain events.

### Project Status: This is a new project.

#### Project Cost:

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2020-2021 DRAINAGE REPAIRS, LOCATIONS TBD
Project Number: 20108

Account Number: TBD

Project Description: This project will initially study the two locations to provide recommendations on where to construct a new roundabout(s). Plans will then be prepared for one or both locations. Construction will follow in a subsequent year.

Justification/Comments: Improve traffic operations and enhance traffic safety.

Project Status: This is a new project.

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SIERRA AVE, ARMSTRONG TO CITY LIMITS AND/OR ARMSTRONG RD, SIERRA TO CITY LIMITS

ROUNDABOUT STUDY AND INSTALLATION

FY2019-2020 to FY 2021-2022 Capital Improvement Program

Project No. 20108
## 2021-2022 PAVEMENT REHABILITATION, LOCATIONS TBD

**Project Number:** 21101  
**Account Number:** TBD  
**Project Description:** The rehabilitation of local neighborhood streets by grind and overlay with isolated removal and reconstruction.

**Justification/Comments:** Improve roadway safety by fixing poor pavement conditions.

**Project Status:** This is a new project.

### Project Cost:

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2021-2022 PAVEMENT REHABILITATION, LOCATIONS TBD
21102

Account Number: TBD

**Project Description:** This project will include street and ADA improvements in disadvantaged neighborhoods within the City.

**Justification/Comments:** Enhance ADA accessibility and improve roadway safety by fixing poor pavement conditions and installing/upgrading ADA facilities.

**Project Status:** This is a new project.

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2021-2022 CDBG IMPROVEMENTS, LOCATIONS TBD
### Mission Blvd. Pavement Rehabilitation - Ph. 2, Bellegrave to Pyrite

**Project Number:** 21103  
**Account Number:** TBD

**Project Description:** The rehabilitation of approximately 450,000 SF of existing AC pavement by grind and overlay with isolated removal and reconstruction.

**Justification/Comments:** Improve roadway safety by fixing poor pavement conditions.

**Project Status:** This is a new project.

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MISSION BLVD. PAVEMENT REHABILITATION - PH. 2, BELLEGRAVE TO PYRITE
## 2021-2022 PAVEMENT MAINTENANCE (SLURRY/CRACK SEAL), LOCATIONS TBD

**Project Number:** 21104

**Account Number:** TBD

**Project Description:** Application of crack seal and slurry seal in various neighborhoods to be determined.

**Justification/Comments:** Extend the pavement life of existing asphalt concrete streets.

**Project Status:** This is a new project.

### Project Cost:

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2021-2022 PAVEMENT MAINTENANCE (SLURRY/CRACK SEAL), LOCATIONS TBD
**MISC. TRAFFIC SIGNAL UPGRADES, LOCATIONS TBD**

**Project Number:** 21105  
**Account Number:** TBD

**Project Description:** Various modifications/upgrades to existing signalized intersections throughout the City.

**Justification/Comments:** Improve traffic operations and enhance traffic safety by modifying/upgrading existing signals.

**Project Status:** This is a new project.

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MISC. TRAFFIC SIGNAL UPGRADES, LOCATIONS TBD
2021-2022 DRAINAGE REPAIRS, LOCATIONS TBD

Project Number: 21106

Account Number: TBD

Project Description: Elimination of local ponding by installing local storm drains or other misc. drainage improvements.

Justification/Comments: Eliminate ponding and provide access to residential lots during heavy rain events.

Project Status: This is a new project.

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Source of Funds:

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2021-2022 DRAINAGE REPAIRS, LOCATIONS TBD
## Project Number: 21107

## Account Number: TBD

### Project Description:
The extension of Cantu Galleano Ranch Rd. from its existing easterly terminus to roughly 800 feet east to the intersection with Bellegrave Ave. Includes four travel lanes, painted center median, curb and gutter as well as sidewalk.

### Justification/Comments:
Improve traffic on Cantu Galleano and surrounding streets and enhance traffic safety.

### Project Status:
This is a new project.

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CANTU GALLEANO RANCH RD. GAP CLOSURE

FY2019-2020 to FY 2021-2022 Capital Improvement Program

Project No. 21107
MISSION BLVD. PAVEMENT REHABILITATION - PH. 3, PYRITE TO VALLEY WAY

**Project Number:** FUT. A

**Account Number:** TBD

**Project Description:** The rehabilitation of approximately 450,000 SF of existing AC pavement by grind and overlay with isolated removal and reconstruction.

**Justification/Comments:** Improve roadway safety by fixing poor pavement conditions.

**Project Status:** This is an unfunded project.

### Project Cost

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MISSION BLVD. PAVEMENT REHABILITATION - PH. 3, PYRITE TO VALLEY WAY

FY 2019-2020 to FY 2021-2022 Capital Improvement Program

Project No. FUT. A
## Project Description
Realign Valley Way and Jurupa Rd. and widen per General Plan with typical roadway sections.

### Justification/Comments
Increase intersection operation and roadway capacity, enhance roadway safety and facilitate access to SR-60.

### Project Status
This is an unfunded project.

### Project Cost

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VALLEY WAY AND JURUPA RD. REALIGNMENT

FY 2019-2020 to FY 2021-2022 Capital Improvement Program

Project No. FUT. B
**58TH ST. GAP CLOSURE**

**Project Number:** FUT. C

**Account Number:** TBD

**Project Description:** Close the gap on 58th St between Cedar St. and Big Meadow Rd. Includes the installation of new CMP culverts for Pyrite Creek.

**Justification/Comments:** Improve circulation and traffic operations.

**Project Status:** This is an unfunded project.

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FY2019-2020 to FY 2021-2022 Capital Improvement Program
58TH ST. GAP CLOSURE
### Capital Improvement Program

**Camino Real Widening/Intersection Improvements, Jurupa Rd. to 700' South**

**Project Number:** FUT. D

**Account Number:** TBD

**Project Description:** Widen remaining segment of Camino Real (roughly 700 LF), upgrade UPRR crossing and signals as well as widen culvert and spillway at RCFC detention basin.

**Justification/Comments:** Improve traffic operations and roadway near school.

**Project Status:** This is an unfunded project.

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CAMINO REAL WIDENING/INTERSECTION IMPROVEMENTS, JURUPA RD. TO 700' SOUTH

Project No. FUT. D

FY2019-2020 to FY 2021-2022 Capital Improvement Program
Daly Ave. Storm Drain Improvements

Project Number: FUT. E

Account Number: TBD

Project Description: Installation of the extension of storm drain on Daly Ave with branches to perpendicular streets.

Justification/Comments: Relieve localized flooding.

Project Status: This is an unfunded project.

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FY2019-2020 to FY 2021-2022 Capital Improvement Program
CAPITAL IMPROVEMENT PROGRAM
FY 2019-2020 TO FY 2021-2022

Daly Ave. Storm Drain Improvements

FY 2019-2020 to FY 2021-2022 Capital Improvement Program

Project No. FUT. E
PACIFIC AVE. STORM DRAIN IMPROVEMENTS

**Project Number:** FUT. F  
**Account Number:** TBD

**Project Description:** Install 3,000 LF of storm drain on Pacific Ave. to connect to Sunnyslope Channel northerly of 45th St.

**Justification/Comments:** Relieve localized flooding.

**Project Status:** This is an unfunded project.

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CAPITAL IMPROVEMENT PROGRAM
FY 2019-2020 TO FY 2021-2022

PACIFIC AVE. STORM DRAIN IMPROVEMENTS

FY2019-2020 to FY 2021-2022 Capital Improvement Program

Project No. FUT. F
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**Total Funding: $**
RESOLUTION NO. 2019-34


WHEREAS, the City Council desires to adopt a Capital Improvement Program in order to identify capital projects and equipment purchases, provide a planning schedule and identify options for financing the plan.

WHEREAS, on Thursday, May 16, 2019, the City Council held a duly noticed public hearing to consider the approval of the City’s Capital Improvement Program for Fiscal Years 2019/2020 – 2021/2022 and heard and considered all written and oral evidence submitted at said hearing.

WHEREAS, the City Council hereby determines and finds that each proposed expenditure of public funds reflected in the proposed Capital Improvement Program advances the public health, safety or general welfare and thereby serves the community’s interests;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY HEREBY RESOLVES AS FOLLOWS:

Section 1. Based on the true and correct recitals above incorporated by this reference herein, the recommended Fiscal Year 2019/2020 through Fiscal Year 2021/2022 Capital Improvement Program, filed with the City Clerk, is hereby approved and adopted.

Section 2. The City Clerk shall certify as to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Jurupa Valley on this 16th day of May, 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. 2019-34 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 16th day of May, 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, this 16th day of May, 2019.

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

DATE: MAY 16, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GARY S. THOMPSON, CITY MANAGER

SUBJECT: AGENDA ITEM NO. 17.A

ADOPTION OF RESOLUTION OPPOSING SENATE BILL 50

RECOMMENDATION

1) That the City Council adopt Resolution No. 2019-35, entitled:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, OPPOSING SB 50

ANALYSIS

Summary of SB 5 from Legislative Counsel (as amended May 1, 2019)

1. Existing law authorizes a development proponent to submit an application for a multifamily housing development that satisfies specified planning objective standards to be subject to a streamlined, ministerial approval process and not subject to a conditional use permit.

   SB 50 would expand this to authorize a development proponent of a “neighborhood multifamily project” located on an “eligible parcel” to submit an application for a streamlined, ministerial approval process that is not subject to a conditional use permit. SB 50 would:

   A. Define a “neighborhood multifamily project” to mean a project to construct a multifamily structure on vacant land, or to convert an existing structure that does not require substantial exterior alteration into a multifamily structure, consisting of up to four residential dwelling units and that meets local height, setback, and lot coverage zoning requirements as they existed on July 1, 2019.
B. Define “eligible parcel” to mean a parcel that meets specified requirements, including requirements relating to the location of the parcel and restricting the demolition of certain housing development that may already exist on the site.

C. Limit the authority of a local agency to impose parking standards more than .5 spaces per unit or requirements on a streamlined development approved pursuant to these provisions.

D. Prohibit a local agency from adopting any requirement that applies to a project solely or partially on the basis that the project receives ministerial or streamlined approval pursuant to these provisions.

E. Allow a local agency to exempt a project from the streamlined ministerial approval process described above by finding that the project will cause a specific adverse impact to public health and safety, and there is no feasible method to satisfactorily mitigate or avoid the adverse impact.

F. Establish a streamlined ministerial approval process for neighborhood multifamily and transit-oriented projects, thereby exempting these projects from the CEQA approval process.

2. Existing law, known as the density bonus law, requires, when an applicant proposes a housing development within the jurisdiction of a local government, that the city, county, or city and county provide the developer with a density bonus and other incentives or concessions for the production of lower income housing units or for the donation of land within the development if the developer, among other things, agrees to construct a specified percentage of units for very low, low, or moderate-income households or qualifying residents. SB 50 would:

A. Require a city, county, or city and county to grant upon request an “equitable communities incentive” when a development proponent seeks and agrees to construct a residential development that satisfies specified criteria, including, among other things, that the:

1) Residential development is either a “job-rich housing project” or a “transit-rich housing project” as those terms are defined;

2) Residential development contains a specified percentage of units affordable to extremely low, very low, or low income families based on the number of units in the project;

3) The site does not contain, or has not contained, housing occupied by tenants or accommodations withdrawn from rent or lease in accordance with specified law within specified time periods; and

4) The residential development complies with specified additional requirements under existing law.
B. Impose additional requirements on a residential development located within a county with a population equal to or less than 600,000.

1) SB 50 would require that a residential development within a county with a population greater than 600,000 that is eligible for an equitable communities incentive receive, upon request, waivers from maximum controls on density and minimum automobile parking requirements greater than 0.5 parking spots per-unit.

2) The bill would require that a residential development also receive specified additional waivers if the residential development is located within a $\frac{1}{2}$-mile or $\frac{1}{4}$-mile radius of a major transit stop, as defined.

C. For a residential development within a county with a population equal to or less than 600,000, SB 50 would instead require that:

1) The incentive provide waivers from maximum controls on density, subject to certain limitations;

2) Maximum height limitations less than or equal to one story, or 15 feet, above the highest allowable height for mixed use or residential use; maximum floor area ratio requirements less than 0.6 times the number of stories in the proposed project; and

3) Minimum automobile parking requirements.

D. Require a local government to grant an equitable communities incentive unless it makes a specified finding regarding the effects of the incentive on any real property or historic district that is listed on a federal or state register of historical resources.

E. Provide that the receipt of an equitable communities incentive is not a valid basis on which to find a proposed housing development is inconsistent, not in compliance, or not in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision of that act.

Objections to SB 50

A. SB 50 would greatly undermine locally adopted General Plans, Housing Elements (which are certified by the Department of Housing and Community Development), and Sustainable Community Strategies. By allowing developers to override state approved housing plans, SB 50 seriously calls to question the need for cities to develop community based plans in the first place.

B. Housing developers and transit agencies would have the power to determine housing densities, heights up to 55 feet, parking requirements, and design
review standards for "transit-rich housing projects" within one-half mile of a major transit stop. For those "transit-rich housing projects" within one-quarter mile radius of a stop on a high-quality bus corridor, developers would be able to determine housing density, and limit parking requirements to .5 spots per unit.

C. The full scope of SB 50 is unclear. As presently drafted, it is very difficult to determine what constitutes a "jobs-rich area" since the Department of Housing and Community Development and the Office of Planning and Research are largely tasked with making that determination.

D. SB 50 would allow greater density but with no public transit. SB 50 would require cities to allow greater density in communities that are high opportunity and jobs rich, but lack access to public transit. This seems at odds with many state policies that encourage and incentivize denser housing near transit so that individuals may become less dependent on automobiles.

E. SB 50 allows some communities to be exempt if they develop their own plan that is consistent with the objectives of the bill. Why not all communities? Shouldn't all jurisdictions have the ability to have a community-led planning process that takes into account local needs and input as long as state objectives are still met?

F. Without justification, SB 50 allows smaller counties to retain their land use designations and development standards and avoid the imposition of increased densities otherwise required by SB 50. This is inconsistent with the State's Environmental Justice policy.

FINANCIAL IMPACT

None.

ALTERNATIVES

1. Provide comments to Staff and request changes to the Resolution.

Submitted by: 

Reviewed by: 

Gary Thompson  
City Manager  

Thomas Merrell, AICP  
Planning Director
Reviewed by:

[Signature]

Peter M. Thorson
City Attorney

Attachments:

1. Proposed Resolution Opposing SB 50
2. SB 50 (As amended May 1, 2019)
3. Senate Committee on Governance and Finance, Committee Report Dated April 22, 2019
RESOLUTION NO. 2019-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, OPPOSING SB 50

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

Section 1. The City Council of the City of Jurupa Valley opposes SB 50 for the following reasons:

A. SB 50 would greatly undermine locally adopted General Plans, Housing Elements (which are certified by the Department of Housing and Community Development), and Sustainable Community Strategies. By allowing developers to override state approved housing plans, SB 50 seriously calls to question the need for cities to develop community based plans in the first place.

B. Housing developers and transit agencies would have the power to determine housing densities, heights up to 55 feet, parking requirements, and design review standards for “transit-rich housing projects” within one-half mile of a major transit stop. For those “transit-rich housing projects” within one-quarter mile radius of a stop on a high-quality bus corridor, developers would be able to determine housing density, and limit parking requirements to .5 spots per unit.

C. The full scope of SB 50 is unclear. As presently drafted, it is very difficult to determine what constitutes a “jobs-rich area” since the Department of Housing and Community Development and the Office of Planning and Research are largely tasked with making that determination.

D. SB 50 would allow greater density but with no public transit. SB 50 would require cities to allow greater density in communities that are high opportunity and jobs rich, but lack access to public transit. This seems at odds with many state policies that encourage and incentivize denser housing near transit so that individuals may become less dependent on automobiles.

E. SB 50 allows some communities to be exempt if they develop their own plan that is consistent with the objectives of the bill. Why not all communities? Shouldn’t all jurisdictions have the ability to have a community-led planning process that takes into account local needs and input as long as state objectives are still met?

F. Without justification, SB 50 allows smaller counties to retain their land use designations and development standards and avoid the imposition of increased densities otherwise required by SB 50. This is inconsistent with the State’s Environmental Justice policy.

Section 2. The City of Jurupa Valley is committed to providing opportunities for the development of low income housing and adopted its Housing Element as approved by the Department of Housing and Community Development.
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 16th day of May, 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. 2019-35 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 16th day of May, 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, this 16th day of May, 2019.

________________________________
Victoria Wasko, City Clerk
City of Jurupa Valley
An act to amend Section 65589.5 of, to add Sections 65913.5 and 65913.6 to, and to add Chapter 4.35 (commencing with Section 65918.50) to Division 1 of Title 7 of the Government Code, relating to housing.

LEGISLATIVE COUNSEL’S DIGEST


Existing law authorizes a development proponent to submit an application for a multifamily housing development that satisfies specified planning objective standards to be subject to a streamlined, ministerial approval process, as provided, and not subject to a conditional use permit.

This bill would authorize a development proponent of a neighborhood multifamily project located on an eligible parcel to submit an application for a streamlined, ministerial approval process that is not subject to a conditional use permit. The bill would define a “neighborhood multifamily project” to mean a project to construct a multifamily structure on vacant land, or to convert an existing structure that does not
not require substantial exterior alteration into a multifamily structure, consisting of up to 4 residential dwelling units and that meets local height, setback, and lot coverage zoning requirements as they existed on July 1, 2019. The bill would also define “eligible parcel” to mean a parcel that meets specified requirements, including requirements relating to the location of the parcel and restricting the demolition of certain housing development that may already exist on the site.

This bill would require a local agency to notify the development proponent in writing if the local agency determines that the development conflicts with any of the requirements provided for streamlined ministerial approval; otherwise, the development is deemed to comply with those requirements. The bill would limit the authority of a local agency to impose parking standards or requirements on a streamlined development approved pursuant to these provisions, as provided. The bill would provide that the approval of a project under these provisions expires automatically after 3 years, unless that project qualifies for a one-time, one-year extension of that approval. The bill would provide that approval pursuant to its provisions would remain valid for 3 years and remain valid thereafter, so long as vertical construction of the development has begun and is in progress, and would authorize a discretionary one-year extension, as provided. The bill would prohibit a local agency from adopting any requirement that applies to a project solely or partially on the basis that the project receives ministerial or streamlined approval pursuant to these provisions.

This bill would allow a local agency to exempt a project from the streamlined ministerial approval process described above by finding that the project will cause a specific adverse impact to public health and safety, and there is no feasible method to satisfactorily mitigate or avoid the adverse impact.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the
environment. CEQA does not apply to the approval of ministerial projects.

This bill would establish a streamlined ministerial approval process for neighborhood multifamily and transit-oriented projects, thereby exempting these projects from the CEQA approval process.

(2) Existing law, known as the Density Bonus Law, requires, when an applicant proposes a housing development within the jurisdiction of a local government, that the city, county, or city and county provide the developer with a density bonus and other incentives or concessions for the production of lower income housing units or for the donation of land within the development if the developer, among other things, agrees to construct a specified percentage of units for very low, low-, or moderate-income households or qualifying residents.

This bill would require a city, county, or city and county to grant upon request an equitable communities incentive when a development proponent seeks and agrees to construct a residential development, as defined, that satisfies specified criteria, including, among other things, that the residential development is either a job-rich housing project or a transit-rich housing project, as those terms are defined; the site does not contain, or has not contained, housing occupied by tenants or accommodations withdrawn from rent or lease in accordance with specified law within specified time periods; and the residential development complies with specified additional requirements under existing law. The bill would impose additional requirements on a residential development located within a county with a population equal to or less than 600,000. The bill would require that a residential development within a county with a population greater than 600,000 receive, upon request, waivers from maximum controls on density and minimum controls on automobile parking requirements greater than 0.5 parking spots per unit, up to 3 additional incentives or concessions under the Density Bonus Law, and unit. The bill would require that a residential development also receive specified additional waivers if the residential development is located within a \( \frac{1}{2} \)-mile or \( \frac{1}{4} \)-mile radius of a major transit stop, as defined. For a residential development within a county with a population equal to or less than 600,000, the bill would instead require that the incentive provide waivers from maximum controls on density, subject to certain limitations; maximum height limitations less than or equal to one story, or 15 feet, above the highest allowable height for mixed use or residential use; maximum floor area ratio requirements
less than 0.6 times the number of stories in the proposed project; and
minimum automobile parking requirements, as provided. The bill would
require a local government to grant an equitable communities incentive
unless it makes a specified finding regarding the effects of the incentive
on any real property or historic district that is listed on a federal or
state register of historical resources. The bill would authorize a local
government to modify or expand the terms of an equitable communities
incentive, provided that the equitable communities incentive is consistent
with these provisions.

The bill would include findings that the changes proposed by these
provisions address a matter of statewide concern rather than a municipal
affair and, therefore, apply to all cities, including charter cities. The bill
would also delay implementation of these provisions in potentially
sensitive communities, as defined, until July 1, 2020, as provided.
The bill would further delay implementation of these provisions in
sensitive communities, determined as provided, until January 1, 2026,
unless the city or county in which the area is located votes to make
these provisions applicable after a specified petition and public hearing
process. On and after January 1, 2026, the bill would apply these
provisions to a sensitive community unless the city or county adopts a
community plan for the area that meets certain requirements.

By adding to the duties of local planning officials, this bill would
impose a state-mandated local program.

The Housing Accountability Act prohibits a local agency from
disapproving, or conditioning approval in a manner that renders
infeasible, a housing development project for very low, low-, or
moderate income households or an emergency shelter that complies
with applicable, objective general plan, zoning, and subdivision
standards and criteria in effect at the time the application for the project
is deemed complete unless the local agency makes specified written
findings based on a preponderance of the evidence in the record. That
law provides that the receipt of a density bonus is not a valid basis on
which to find a proposed housing development is inconsistent, not in
compliance, or not in conformity with an applicable plan, program,
policy, ordinance, standard, requirement, or other similar provision of
that act.

This bill would additionally provide that the receipt of an equitable
communities incentive is not a valid basis on which to find a proposed
housing development is inconsistent, not in compliance, or not in
conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision of that act.

(3) By adding to the duties of local planning officials, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.


The people of the State of California do enact as follows:

SECTION 1. Section 65589.5 of the Government Code is amended to read:

65589.5. (a) (1) The Legislature finds and declares all of the following:

(A) The lack of housing, including emergency shelters, is a critical problem that threatens the economic, environmental, and social quality of life in California.

(B) California housing has become the most expensive in the nation. The excessive cost of the state’s housing supply is partially caused by activities and policies of many local governments that limit the approval of housing, increase the cost of land for housing, and require that high fees and exactions be paid by producers of housing.

(C) Among the consequences of those actions are discrimination against low-income and minority households, lack of housing to support employment growth, imbalance in jobs and housing, reduced mobility, urban sprawl, excessive commuting, and air quality deterioration.

(D) Many local governments do not give adequate attention to the economic, environmental, and social costs of decisions that result in disapproval of housing development projects, reduction in density of housing projects, and excessive standards for housing development projects.

(2) In enacting the amendments made to this section by the act adding this paragraph, the Legislature further finds and declares the following:
(A) California has a housing supply and affordability crisis of historic proportions. The consequences of failing to effectively and aggressively confront this crisis are hurting millions of Californians, robbing future generations of the chance to call California home, stifling economic opportunities for workers and businesses, worsening poverty and homelessness, and undermining the state’s environmental and climate objectives.

(B) While the causes of this crisis are multiple and complex, the absence of meaningful and effective policy reforms to significantly enhance the approval and supply of housing affordable to Californians of all income levels is a key factor.

(C) The crisis has grown so acute in California that supply, demand, and affordability fundamentals are characterized in the negative: underserved demands, constrained supply, and protracted unaffordability.

(D) According to reports and data, California has accumulated an unmet housing backlog of nearly 2,000,000 units and must provide for at least 180,000 new units annually to keep pace with growth through 2025.

(E) California’s overall homeownership rate is at its lowest level since the 1940s. The state ranks 49th out of the 50 states in homeownership rates as well as in the supply of housing per capita. Only one-half of California’s households are able to afford the cost of housing in their local regions.

(F) Lack of supply and rising costs are compounding inequality and limiting advancement opportunities for many Californians.

(G) The majority of California renters, more than 3,000,000 households, pay more than 30 percent of their income toward rent and nearly one-third, more than 1,500,000 households, pay more than 50 percent of their income toward rent.

(H) When Californians have access to safe and affordable housing, they have more money for food and health care; they are less likely to become homeless and in need of government-subsidized services; their children do better in school; and businesses have an easier time recruiting and retaining employees.

(I) An additional consequence of the state’s cumulative housing shortage is a significant increase in greenhouse gas emissions caused by the displacement and redirection of populations to states with greater housing opportunities, particularly working- and
middle-class households. California’s cumulative housing shortfall therefore has not only national but international environmental consequences.

(J) California’s housing picture has reached a crisis of historic proportions despite the fact that, for decades, the Legislature has enacted numerous statutes intended to significantly increase the approval, development, and affordability of housing for all income levels, including this section.

(K) The Legislature’s intent in enacting this section in 1982 and in expanding its provisions since then was to significantly increase the approval and construction of new housing for all economic segments of California’s communities by meaningfully and effectively curbing the capability of local governments to deny, reduce the density for, or render infeasible housing development projects and emergency shelters. That intent has not been fulfilled.

(L) It is the policy of the state that this section should be interpreted and implemented in a manner to afford the fullest possible weight to the interest of, and the approval and provision of, housing.

(3) It is the intent of the Legislature that the conditions that would have a specific, adverse impact upon the public health and safety, as described in paragraph (2) of subdivision (d) and paragraph (1) of subdivision (j), arise infrequently.

(b) It is the policy of the state that a local government not reject or make infeasible housing development projects, including emergency shelters, that contribute to meeting the need determined pursuant to this article without a thorough analysis of the economic, social, and environmental effects of the action and without complying with subdivision (d).

(c) The Legislature also recognizes that premature and unnecessary development of agricultural lands for urban uses continues to have adverse effects on the availability of those lands for food and fiber production and on the economy of the state. Furthermore, it is the policy of the state that development should be guided away from prime agricultural lands; therefore, in implementing this section, local jurisdictions should encourage, to the maximum extent practicable, in filling existing urban areas.

(d) A local agency shall not disapprove a housing development project, including farmworker housing as defined in subdivision (h) of Section 50199.7 of the Health and Safety Code, for very
low, low-, or moderate-income households, or an emergency
shelter, or condition approval in a manner that renders the housing
development project infeasible for development for the use of very
low, low-, or moderate-income households, or an emergency
shelter, including through the use of design review standards,
unless it makes written findings, based upon a preponderance of
the evidence in the record, as to one of the following:
(1) The jurisdiction has adopted a housing element pursuant to
this article that has been revised in accordance with Section 65588,
is in substantial compliance with this article, and the jurisdiction
has met or exceeded its share of the regional housing need
allocation pursuant to Section 65584 for the planning period for
the income category proposed for the housing development project,
provided that any disapproval or conditional approval shall not be
based on any of the reasons prohibited by Section 65008. If the
housing development project includes a mix of income categories,
and the jurisdiction has not met or exceeded its share of the regional
housing need for one or more of those categories, then this
paragraph shall not be used to disapprove or conditionally approve
the housing development project. The share of the regional housing
need met by the jurisdiction shall be calculated consistently with
the forms and definitions that may be adopted by the Department
of Housing and Community Development pursuant to Section
65400. In the case of an emergency shelter, the jurisdiction shall
have met or exceeded the need for emergency shelter, as identified
pursuant to paragraph (7) of subdivision (a) of Section 65583. Any
disapproval or conditional approval pursuant to this paragraph
shall be in accordance with applicable law, rule, or standards.
(2) The housing development project or emergency shelter as
proposed would have a specific, adverse impact upon the public
health or safety, and there is no feasible method to satisfactorily
mitigate or avoid the specific specific, adverse impact without
rendering the development unaffordable to low- and
moderate-income households or rendering the development of the
emergency shelter financially infeasible. As used in this paragraph,
a “specific, adverse impact” means a significant, quantifiable,
direct, and unavoidable impact, based on objective, identified
written public health or safety standards, policies, or conditions
as they existed on the date the application was deemed complete.
Inconsistency with the zoning ordinance or general plan land use
designation shall not constitute a specific, adverse impact upon
the public health or safety.

(3) The denial of the housing development project or imposition
of conditions is required in order to comply with specific state or
federal law, and there is no feasible method to comply without
rendering the development unaffordable to low- and
moderate-income households or rendering the development of the
emergency shelter financially infeasible.

(4) The housing development project or emergency shelter is
proposed on land zoned for agriculture or resource preservation
that is surrounded on at least two sides by land being used for
agricultural or resource preservation purposes, or which does not
have adequate water or wastewater facilities to serve the project.

(5) The housing development project or emergency shelter is
inconsistent with both the jurisdiction’s zoning ordinance and
general plan land use designation as specified in any element of
the general plan as it existed on the date the application was
deemed complete, and the jurisdiction has adopted a revised
housing element in accordance with Section 65588 that is in
substantial compliance with this article. For purposes of this
section, a change to the zoning ordinance or general plan land use
designation subsequent to the date the application was deemed
complete shall not constitute a valid basis to disapprove or
condition approval of the housing development project or
emergency shelter.

(A) This paragraph cannot be utilized to disapprove or
conditionally approve a housing development project if the housing
development project is proposed on a site that is identified as
suitable or available for very low, low-, or moderate-income
households in the jurisdiction’s housing element, and consistent
with the density specified in the housing element, even though it
is inconsistent with both the jurisdiction’s zoning ordinance and
general plan land use designation.

(B) If the local agency has failed to identify in the inventory of
land in its housing element sites that can be developed for housing
within the planning period and are sufficient to provide for the
jurisdiction’s share of the regional housing need for all income
levels pursuant to Section 65584, then this paragraph shall not be
utilized to disapprove or conditionally approve a housing
development project proposed for a site designated in any element
of the general plan for residential uses or designated in any element of the general plan for commercial uses if residential uses are permitted or conditionally permitted within commercial designations. In any action in court, the burden of proof shall be on the local agency to show that its housing element does identify adequate sites with appropriate zoning and development standards and with services and facilities to accommodate the local agency’s share of the regional housing need for the very low, low-, and moderate-income categories.

(C) If the local agency has failed to identify a zone or zones where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit, has failed to demonstrate that the identified zone or zones include sufficient capacity to accommodate the need for emergency shelter identified in paragraph (7) of subdivision (a) of Section 65583, or has failed to demonstrate that the identified zone or zones can accommodate at least one emergency shelter, as required by paragraph (4) of subdivision (a) of Section 65583, then this paragraph shall not be utilized to disapprove or conditionally approve an emergency shelter proposed for a site designated in any element of the general plan for industrial, commercial, or multifamily residential uses. In any action in court, the burden of proof shall be on the local agency to show that its housing element does satisfy the requirements of paragraph (4) of subdivision (a) of Section 65583.

(e) Nothing in this section shall be construed to relieve the local agency from complying with the congestion management program required by Chapter 2.6 (commencing with Section 65088) of Division 1 of Title 7 or the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code). Nothing in this section shall be construed to relieve the local agency from making one or more of the findings required pursuant to Section 21081 of the Public Resources Code or otherwise complying with the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

(f) (1) Nothing in this section shall be construed to prohibit a local agency from requiring the housing development project to comply with objective, quantifiable, written development standards, conditions, and policies appropriate to, and consistent with, meeting the jurisdiction’s share of the regional housing need pursuant to
Section 65584. However, the development standards, conditions, and policies shall be applied to facilitate and accommodate development at the density permitted on the site and proposed by the development.

(2) Nothing in this section shall be construed to prohibit a local agency from requiring an emergency shelter project to comply with objective, quantifiable, written development standards, conditions, and policies that are consistent with paragraph (4) of subdivision (a) of Section 65583 and appropriate to, and consistent with, meeting the jurisdiction’s need for emergency shelter, as identified pursuant to paragraph (7) of subdivision (a) of Section 65583. However, the development standards, conditions, and policies shall be applied by the local agency to facilitate and accommodate the development of the emergency shelter project.

(3) This section does not prohibit a local agency from imposing fees and other exactions otherwise authorized by law that are essential to provide necessary public services and facilities to the housing development project or emergency shelter.

(4) For purposes of this section, a housing development project or emergency shelter shall be deemed consistent, compliant, and in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision if there is substantial evidence that would allow a reasonable person to conclude that the housing development project or emergency shelter is consistent, compliant, or in conformity.

(g) This section shall be applicable to charter cities because the Legislature finds that the lack of housing, including emergency shelter, is a critical statewide problem.

(h) The following definitions apply for the purposes of this section:

(1) “Feasible” means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.

(2) “Housing development project” means a use consisting of any of the following:

(A) Residential units only.

(B) Mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use.

(C) Transitional housing or supportive housing.
(3) “Housing for very low, low-, or moderate-income households” means that either (A) at least 20 percent of the total units shall be sold or rented to lower income households, as defined in Section 50079.5 of the Health and Safety Code, or (B) 100 percent of the units shall be sold or rented to persons and families of moderate income as defined in Section 50093 of the Health and Safety Code, or persons and families of middle income, as defined in Section 65008 of this code. Housing units targeted for lower income households shall be made available at a monthly housing cost that does not exceed 30 percent of 60 percent of area median income with adjustments for household size made in accordance with the adjustment factors on which the lower income eligibility limits are based. Housing units targeted for persons and families of moderate income shall be made available at a monthly housing cost that does not exceed 30 percent of 100 percent of area median income with adjustments for household size made in accordance with the adjustment factors on which the moderate-income eligibility limits are based.

(4) “Area median income” means area median income as periodically established by the Department of Housing and Community Development pursuant to Section 50093 of the Health and Safety Code. The developer shall provide sufficient legal commitments to ensure continued availability of units for very low or low-income households in accordance with the provisions of this subdivision for 30 years.

(5) “Disapprove the housing development project” includes any instance in which a local agency does either of the following:

(A) Votes on a proposed housing development project application and the application is disapproved, including any required land use approvals or entitlements necessary for the issuance of a building permit.

(B) Fails to comply with the time periods specified in subdivision (a) of Section 65950. An extension of time pursuant to Article 5 (commencing with Section 65950) shall be deemed to be an extension of time pursuant to this paragraph.

(i) If any city, county, or city and county denies approval or imposes conditions, including design changes, lower density, or a reduction of the percentage of a lot that may be occupied by a building or structure under the applicable planning and zoning in force at the time the application is deemed complete pursuant to
Section 65943, that have a substantial adverse effect on the viability or affordability of a housing development for very low, low-, or moderate-income households, and the denial of the development or the imposition of conditions on the development is the subject of a court action which challenges the denial or the imposition of conditions, then the burden of proof shall be on the local legislative body to show that its decision is consistent with the findings as described in subdivision (d) and that the findings are supported by a preponderance of the evidence in the record. For purposes of this section, “lower density” includes any conditions that have the same effect or impact on the ability of the project to provide housing.

(j) (1) When a proposed housing development project complies with applicable, objective general plan, zoning, and subdivision standards and criteria, including design review standards, in effect at the time that the housing development project’s application is determined to be complete, but the local agency proposes to disapprove the project or to impose a condition that the project be developed at a lower density, the local agency shall base its decision regarding the proposed housing development project upon written findings supported by a preponderance of the evidence on the record that both of the following conditions exist:

(A) The housing development project would have a specific, adverse impact upon the public health or safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density. As used in this paragraph, a “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

(B) There is no feasible method to satisfactorily mitigate or avoid the adverse impact identified pursuant to paragraph (1), other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density.

(2) (A) If the local agency considers a proposed housing development project to be inconsistent, not in compliance, or not in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision as specified in this subdivision, it shall provide the applicant with written documentation identifying the provision or provisions, and an
explanation of the reason or reasons it considers the housing
development to be inconsistent, not in compliance, or not in
conformity as follows:

(i) Within 30 days of the date that the application for the housing
development project is determined to be complete, if the housing
development project contains 150 or fewer housing units.

(ii) Within 60 days of the date that the application for the
housing development project is determined to be complete, if the
housing development project contains more than 150 units.

(B) If the local agency fails to provide the required
documentation pursuant to subparagraph (A), the housing
development project shall be deemed consistent, compliant, and
in conformity with the applicable plan, program, policy, ordinance,
standard, requirement, or other similar provision.

(3) For purposes of this section, the receipt of a density bonus
pursuant to Section 65915 or an equitable communities incentive
pursuant to Section 65918.51 shall not constitute a valid basis on
which to find a proposed housing development project is
inconsistent, not in compliance, or not in conformity with an
applicable plan, program, policy, ordinance, standard, requirement,
or other similar provision specified in this subdivision.

(4) For purposes of this section, a proposed housing development
project is not inconsistent with the applicable zoning standards
and criteria, and shall not require a rezoning, if the housing
development project is consistent with the objective general plan
standards and criteria but the zoning for the project site is
inconsistent with the general plan. If the local agency has complied
with paragraph (2), the local agency may require the proposed
housing development project to comply with the objective
standards and criteria of the zoning which is consistent with the
general plan, however, the standards and criteria shall be applied
to facilitate and accommodate development at the density allowed
on the site by the general plan and proposed by the proposed
housing development project.

(5) For purposes of this section, “lower density” includes any
conditions that have the same effect or impact on the ability of the
project to provide housing.

(k) (1) (A) The applicant, a person who would be eligible to
apply for residency in the development or emergency shelter, or
a housing organization may bring an action to enforce this section.
If, in any action brought to enforce this section, a court finds that either (i) the local agency, in violation of subdivision (d), disapproved a housing development project or conditioned its approval in a manner rendering it infeasible for the development of an emergency shelter, or housing for very low, low-, or moderate-income households, including farmworker housing, without making the findings required by this section or without making findings supported by a preponderance of the evidence, or (ii) the local agency, in violation of subdivision (j), disapproved a housing development project complying with applicable, objective general plan and zoning standards and criteria, or imposed a condition that the project be developed at a lower density, without making the findings required by this section or without making findings supported by a preponderance of the evidence, the court shall issue an order or judgment compelling compliance with this section within 60 days, including, but not limited to, an order that the local agency take action on the housing development project or emergency shelter. The court may issue an order or judgment directing the local agency to approve the housing development project or emergency shelter if the court finds that the local agency acted in bad faith when it disapproved or conditionally approved the housing development or emergency shelter in violation of this section. The court shall retain jurisdiction to ensure that its order or judgment is carried out and shall award reasonable attorney’s fees and costs of suit to the plaintiff or petitioner, except under extraordinary circumstances in which the court finds that awarding fees would not further the purposes of this section. For purposes of this section, “lower density” includes conditions that have the same effect or impact on the ability of the project to provide housing.

(B) (i) Upon a determination that the local agency has failed to comply with the order or judgment compelling compliance with this section within 60 days issued pursuant to subparagraph (A), the court shall impose fines on a local agency that has violated this section and require the local agency to deposit any fine levied pursuant to this subdivision into a local housing trust fund. The local agency may elect to instead deposit the fine into the Building Homes and Jobs Trust Fund, if Senate Bill 2 of the 2017–18 Regular Session is enacted, or otherwise in the Housing Rehabilitation Loan Fund. The fine shall be in a minimum amount
of ten thousand dollars ($10,000) per housing unit in the housing
development project on the date the application was deemed
complete pursuant to Section 65943. In determining the amount
of fine to impose, the court shall consider the local agency’s
progress in attaining its target allocation of the regional housing
need pursuant to Section 65584 and any prior violations of this
section. Fines shall not be paid out of funds already dedicated to
affordable housing, including, but not limited to, Low and
Moderate Income Housing Asset Funds, funds dedicated to housing
for very low, low-, and moderate-income households, and federal
HOME Investment Partnerships Program and Community
Development Block Grant Program funds. The local agency shall
commit and expend the money in the local housing trust fund
within five years for the sole purpose of financing newly
constructed housing units affordable to extremely low, very low,
or low-income households. After five years, if the funds have not
been expended, the money shall revert to the state and be deposited
in the Building Homes and Jobs Trust Fund, if Senate Bill 2 of the
2017–18 Regular Session is enacted, or otherwise in the Housing
Rehabilitation Loan Fund, for the sole purpose of financing newly
constructed housing units affordable to extremely low, very low,
or low-income households.

(ii) If any money derived from a fine imposed pursuant to this
subparagraph is deposited in the Housing Rehabilitation Loan
Fund, then, notwithstanding Section 50661 of the Health and Safety
Code, that money shall be available only upon appropriation by
the Legislature.

(C) If the court determines that its order or judgment has not
been carried out within 60 days, the court may issue further orders
as provided by law to ensure that the purposes and policies of this
section are fulfilled, including, but not limited to, an order to vacate
the decision of the local agency and to approve the housing
development project, in which case the application for the housing
development project, as proposed by the applicant at the time the
local agency took the initial action determined to be in violation
of this section, along with any standard conditions determined by
the court to be generally imposed by the local agency on similar
projects, shall be deemed to be approved unless the applicant
consents to a different decision or action by the local agency.
(2) For purposes of this subdivision, “housing organization” means a trade or industry group whose local members are primarily engaged in the construction or management of housing units or a nonprofit organization whose mission includes providing or advocating for increased access to housing for low-income households and have filed written or oral comments with the local agency prior to action on the housing development project. A housing organization may only file an action pursuant to this section to challenge the disapproval of a housing development by a local agency. A housing organization shall be entitled to reasonable attorney’s fees and costs if it is the prevailing party in an action to enforce this section.

(I) If the court finds that the local agency (1) acted in bad faith when it disapproved or conditionally approved the housing development or emergency shelter in violation of this section and (2) failed to carry out the court’s order or judgment within 60 days as described in subdivision (k), the court, in addition to any other remedies provided by this section, shall multiply the fine determined pursuant to subparagraph (B) of paragraph (1) of subdivision (k) by a factor of five. For purposes of this section, “bad faith” includes, but is not limited to, an action that is frivolous or otherwise entirely without merit.

(m) Any action brought to enforce the provisions of this section shall be brought pursuant to Section 1094.5 of the Code of Civil Procedure, and the local agency shall prepare and certify the record of proceedings in accordance with subdivision (c) of Section 1094.6 of the Code of Civil Procedure no later than 30 days after the petition is served, provided that the cost of preparation of the record shall be borne by the local agency, unless the petitioner elects to prepare the record as provided in subdivision (n) of this section. A petition to enforce the provisions of this section shall be filed and served no later than 90 days from the later of (1) the effective date of a decision of the local agency imposing conditions on, disapproving, or any other final action on a housing development project or (2) the expiration of the time periods specified in subparagraph (B) of paragraph (5) of subdivision (h). Upon entry of the trial court’s order, a party may, in order to obtain appellate review of the order, file a petition within 20 days after service upon it of a written notice of the entry of the order, or within such further time not exceeding an additional 20 days as the trial court
may for good cause allow, or may appeal the judgment or order
of the trial court under Section 904.1 of the Code of Civil
Procedure. If the local agency appeals the judgment of the trial
court, the local agency shall post a bond, in an amount to be
determined by the court, to the benefit of the plaintiff if the plaintiff
is the project applicant.
(n) In any action, the record of the proceedings before the local
agency shall be filed as expeditiously as possible and,
notwithstanding Section 1094.6 of the Code of Civil Procedure or
subdivision (m) of this section, all or part of the record may be
prepared (1) by the petitioner with the petition or petitioner’s points
and authorities, (2) by the respondent with respondent’s points and
authorities, (3) after payment of costs by the petitioner, or (4) as
otherwise directed by the court. If the expense of preparing the
record has been borne by the petitioner and the petitioner is the
prevailing party, the expense shall be taxable as costs.
(o) This section shall be known, and may be cited, as the
Housing Accountability Act.
SEC. 2. Section 65913.5 is added to the Government Code, to
read:
65913.5. For purposes of this section and Section 65913.6, the
following definitions shall apply:
(a) “Development proponent” means the developer who submits
an application for streamlined approval pursuant to Section
65913.6.
(b) “Eligible parcel” means a parcel that meets all of the
following requirements:
(1) The parcel satisfies the requirements specified in paragraphs
(2) and (6) of subdivision (a) of Section 65913.4.
(2) The development of the project on the proposed parcel would
not require the demolition or alteration of any of the following
types of housing:
(A) Housing that is subject to a recorded covenant, ordinance,
or law that restricts rents to levels affordable to persons and
families of moderate, low, or very low income.
(B) Housing that is subject to any form of rent or price control
through a public entity’s valid exercise of its police power.
(C) Housing that has been occupied by tenants within the past
10 years.
(3) The site was not previously used for housing that was occupied by tenants that was demolished within 10 years before the development proponent submits an application under this section.

(4) The development of the project on the proposed parcel would not require the demolition of a historic structure that was placed on a national, state, or local historic register.

(5) The proposed parcel does not contain housing units that are occupied by tenants, and units at the property are, or were, subsequently offered for sale to the general public by the subdivider or subsequent owner of the property.

(c) “Local agency” means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

(d) “Neighborhood multifamily project” means a project to construct a multifamily structure of up to four residential dwelling units that meets all of the following requirements:

(1) The project meets one of the following conditions:

(A) The parcel or parcels on which the neighborhood multifamily project would be located is vacant land, as defined in subdivision (e).

(B) The project is a conversion of an existing structure that does not require substantial exterior alteration. For the purposes of this subparagraph, a project requires “substantial exterior alteration” if the project would require either of the following:

(i) The demolition of 25 percent or more of the existing exterior vertical walls, measured by linear feet.

(ii) Any building addition that would increase total interior square footage by more than 15 percent.

(2) (A) The neighborhood multifamily project meets all objective zoning standards and objective design review standards that do not conflict with this section or Section 65913.6. If, on or after July 1, 2019, a local agency adopts an ordinance that eliminates residential zoning designations or decreases residential zoning development capacity within an existing zoning district in which the development is located than what was authorized on July 1, 2019, then that development shall be deemed to be consistent with any applicable requirement of this section and Section 65913.6 if it complies with zoning designations not in conflict with this section and Section 65913.6 that were authorized as of July 1, 2019.
(B) For purposes of this paragraph, “objective zoning standards” and “objective design review standards” means standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development proponent and the public official before the development proponent submits an application pursuant to this section. These standards include, but are not limited to, height, setbacks, floor area ratio, and lot coverage.

(3) The project provides at least 0.5 parking spaces per unit.

(e) “Vacant land” means either of the following:

(1) A property that contains no existing structures.

(2) A property that contains at least one existing structure, but the structure or structures have been unoccupied for at least five years and are considered substandard as defined by Section 17920.3 of the Health and Safety Code.

SEC. 3. Section 65913.6 is added to the Government Code, to read:

65913.6. (a) For purposes of this section, the definitions provided in Section 65913.5 shall apply.

(b) Except as provided in subdivision (g), a development proponent of a neighborhood multifamily project on an eligible parcel may submit an application for a development to be subject to a streamlined, ministerial approval process provided by this section and not be subject to a conditional use permit if the development meets the requirements of this section and Section 65913.5.

(c) (1) If a local agency determines that a development submitted pursuant to this section is in conflict with any of the requirements specified in this section or Section 65913.5, it shall provide the development proponent written documentation of which requirement or requirements the development conflicts with, and an explanation for the reason or reasons the development conflicts with that requirement or requirements, as follows:

(A) Within 60 days of submission of the development to the local agency pursuant to this section if the development contains 150 or fewer housing units.

(B) Within 90 days of submission of the development to the local agency pursuant to this section if the development contains more than 150 housing units.
(2) If the local agency fails to provide the required documentation pursuant to paragraph (1), the development shall be deemed to satisfy the requirements of this section and Section 65913.5.

(d) Any design review or public oversight of the development may be conducted by the local agency’s planning commission or any equivalent board or commission responsible for review and approval of development projects, or the city council or board of supervisors, as appropriate. That design review or public oversight shall be objective and be strictly focused on assessing compliance with criteria required for streamlined projects, as well as any reasonable objective design standards published and adopted by ordinance or resolution by a local agency before submission of a development application, and shall be broadly applicable to development within the local agency. That design review or public oversight shall be completed as follows and shall not in any way inhibit, chill, or preclude the ministerial approval provided by this section or its effect, as applicable:

(1) Within 90 days of submission of the development to the local agency pursuant to this section if the development contains 150 or fewer housing units.

(2) Within 180 days of submission of the development to the local agency pursuant to this section if the development contains more than 150 housing units.

(e) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing automobile parking requirements in multifamily developments, shall not impose automobile parking standards for a streamlined development that was approved pursuant to this section beyond those provided in the minimum requirements of Section 65913.5.

(f) (1) If a local agency approves a development pursuant to this section, that approval shall automatically expire after three years except that a project may receive a one-time, one-year extension if the project proponent provides documentation that there has been significant progress toward getting the development construction ready. For purposes of this paragraph, “significant progress” includes filing a building permit application.

(2) If a local agency approves a development pursuant to this section, that approval shall remain valid for three years from the date of the final action establishing that approval and shall remain
valid thereafter for a project so long as vertical construction of 
the development has begun and is in progress. Additionally, the 
development proponent may request, and the local agency shall 
have discretion to grant, an additional one-year extension to the 
original three-year period. The local agency’s action and 
discretion in determining whether to grant the foregoing extension 
shall be limited to considerations and process set forth in this 
section.

(g) This section shall not apply if the local agency finds that the 
development project as proposed would have a specific, adverse 
impact upon the public health or safety, including, but not limited 
to, fire safety, and there is no feasible method to satisfactorily 
mitigate or avoid the specific adverse impact without rendering 
the development unaffordable to low- and moderate-income 
households. As used in this paragraph, a “specific, adverse 
impact” means a significant, quantifiable, direct, and unavoidable 
impact, based on objective, identified written public health or 
safety standards, policies, or conditions as they existed on the date 
the application was deemed complete. Inconsistency with the 
zoning ordinance or general plan land use designation shall not 
constitute a specific, adverse impact upon the public health or 
safety.

(h) A local agency shall not adopt any requirement, including, 
but not limited to, increased fees or inclusionary housing 
requirements, that applies to a project solely or partially on the 
basis that the project is eligible to receive ministerial or 
streamlined approval pursuant to this section.

(i) This section shall not affect a development proponent’s ability 
to use any alternative streamlined by right permit processing 
adopted by a local agency, including the provisions of subdivision 
(i) of Section 65583.2 or 65913.4.

SEC. 2.

SEC. 4. Chapter 4.35 (commencing with Section 65918.50) is 
added to Division 1 of Title 7 of the Government Code, to read:

Chapter 4.35. Equitable Communities Incentives

65918.50. For purposes of this chapter:
(a) “Development proponent” means an applicant who submits an application for an equitable communities incentive pursuant to this chapter.

(b) “Eligible applicant” means a development proponent who receives an equitable communities incentive.

(c) “FAR” means floor area ratio.

(d) “High-quality bus corridor” means a corridor with fixed route bus service that meets all of the following criteria:

(1) It has average service intervals for each line and in each direction of no more than 15 minutes during the three peak hours between 6 a.m. to 10 a.m., inclusive, and the three peak hours between 3 p.m. and 7 p.m., inclusive, on Monday through Friday.

(2) It has average service intervals for each line and in each direction of no more than 20 minutes during the hours of 6 a.m. to 10 p.m., inclusive, on Monday through Friday.

(3) It has average service intervals for each line and in each direction of no more than 30 minutes during the hours of 8 a.m. to 10 p.m., inclusive, on Saturday and Sunday.

(e) (1) “Jobs-rich area” means an area identified by the Department of Housing and Community Development in consultation with the Office of Planning and Research that is both high opportunity and jobs rich, based on whether, in a regional analysis, the tract meets both of the following:

(A) The tract is higher opportunity and high opportunity, meaning its characteristics are associated with positive educational and economic outcomes for households of all income levels residing in the tract.

(B) The tract meets either of the following criteria:

(i) New housing sited in the tract would enable residents to live in or near a jobs-rich area, as measured by employment density and job totals, near more jobs than is typical for tracts in the region.

(ii) New housing sited in the tract would enable shorter commute distances for residents, compared to existing commute levels, relative to existing commute patterns for people of all income levels.

(2) The Department of Housing and Community Development shall, commencing on January 1, 2020, publish and update, every...
(f) “Job-rich housing project” means a residential development within an area identified as a jobs-rich area by the Department of Housing and Community Development in consultation with the Office of Planning and Research, based on indicators such as proximity to jobs, high area median income relative to the relevant region, and high quality public schools, as an area of high opportunity close to jobs. A residential development shall be deemed to be within an area designated as job-rich if both of the following apply:

1. All parcels within the project have no more than 25 percent of their area outside of the job-rich area.
2. No more than 10 percent of residential units or 100 units, whichever is less, of the development are outside of the job-rich area.

(g) “Local government” means a city, including a charter city, a county, or a city and county.

(h) “Major transit stop” means a rail transit station or a ferry terminal that is a major transit stop pursuant to subdivision (b) of Section 21155 of the Public Resources Code.

(i) “Potentially sensitive community” means any of the following:

1. An area that is designated as “high segregation and poverty” or “low resource” on the 2019 Opportunity Maps developed by the California Tax Credit Allocation Committee.
2. A census tract that is in the top 25 percent scoring census tracts from the internet-based CalEnviroScreen 3.0 tool.
4. It is the intent of the Legislature to consider all of the following:
   (A) Identifying additional communities as potentially sensitive communities in inland areas, areas experiencing rapid change in housing cost, and other areas based on objective measures of community sensitivity.
   (B) Application of the process for determining sensitive communities established in subdivision (d) of Section 65918.55 to the San Francisco Bay area.
(j) “Residential development” means a project with at least two-thirds of the square footage of the development designated for residential use.

(k) “Sensitive community” means either of the following:

(1) Except as provided in paragraph (2), an area identified by the Department of Housing and Community Development, which identification shall be updated every five years, in consultation with local community-based organizations in each metropolitan planning region, as an area where both of the following apply:

(A) Thirty percent or more of the census tract lives below the poverty line, provided that college students do not compose at least 25 percent of the population.

(B) The location quotient of residential racial segregation in the census tract is at least 1.25 as defined by the Department of Housing and Community Development.

(2) In the Counties of Alameda, Contra Costa, Marin, Napa, Santa Clara, San Francisco, San Mateo, Solano, and Sonoma, areas designated by the Metropolitan Transportation Commission on December 19, 2018, as the intersection of disadvantaged and vulnerable communities as defined by the Metropolitan Transportation Commission and the San Francisco Bay Conservation and Development Commission, which identification of a sensitive community shall be updated at least every five years by the Department of Housing and Community Development.

(l) “Tenant” means a person who does not own the property where they reside, including residential situations that are any of the following:

(1) Residential real property rented by the person under a long-term lease.

(2) A single-room occupancy unit.

(3) An accessory dwelling unit that is not subject to, or does not have a valid permit in accordance with, an ordinance adopted by a local agency pursuant to Section 65852.22.

(4) A residential motel.

(5) A mobilehome park, as governed under the Mobilehome Residency Law (Chapter 2.5 (commencing with Section 798) of...
Title 2 of Part 2 of Division 2 of the Civil Code), the Recreational Vehicle Park Occupancy Law (Chapter 2.6 (commencing with Section 799.20) of Title 2 of Part 2 of Division 2 of the Civil Code), the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 13 of the Health and Safety Code), or the Special Occupancy Parks Act (Part 2.3 (commencing with Section 18860) of Division 13 of the Health and Safety Code).

(6) Any other type of residential property that is not owned by the person or a member of the person’s household, for which the person or a member of the person’s household provides payments on a regular schedule in exchange for the right to occupy the residential property.

(m) “Transit-rich housing project” means a residential development, the parcels of which are all within a one-half mile radius of a major transit stop or a one-quarter mile radius of a stop on a high-quality bus corridor. A project shall be deemed to be within the radius if both of the following apply:

(1) All parcels within the project have no more than 25 percent of their area outside of a one-half mile radius of a major transit stop or a one-quarter mile radius of a stop on a high-quality bus corridor.

(2) No more than 10 percent of the residential units or 100 units, whichever is less, of the project are outside of a one-half mile radius of a major transit stop or a one-quarter mile radius of a stop on a high-quality bus corridor.

65918.51. A local government shall, upon request of a development proponent, grant an equitable communities incentive, as specified in Section 65918.53, when the development proponent seeks and agrees to construct a residential development that satisfies the requirements specified in Section 65918.52.

65918.52. In order to be eligible for an equitable communities incentive pursuant to this chapter, a residential development shall meet all of the following criteria:

(a) The residential development is either a job-rich housing project or transit-rich housing project.

(b) The residential development is located on a site that meets the following requirements:

(1) At the time of application, the site is zoned to allow housing as an underlying use in the zone, including, but not limited to, a
residential, mixed-use, or commercial zone, as defined and allowed
by the local government.
(2) If the residential development is located within a coastal
zone, as defined in Division 20 (commencing with Section 30000)
of the Public Resources Code, the site satisfies the requirements
specified in paragraph (2) of subdivision (a) of Section 65913.4.
(3) The site is not located within any of the following:
(A) A coastal zone, as defined in Division 20 (commencing with
Section 30000) of the Public Resources Code, within a city with
a population of less than 50,000.
(B) A very high fire hazard severity zone, as determined by the
Department of Forestry and Fire Protection pursuant to Section
51178, or within a very high fire hazard severity zone as indicated
on maps adopted by the Department of Forestry and Fire
Protection pursuant to Section 4202 of the Public Resources Code.
A parcel is not ineligible within the meaning of this paragraph if
it is either of the following:
(i) A site excluded from the specified hazard zones by a local
agency, pursuant to subdivision (b) of Section 51179.
(ii) A site that has adopted fire hazard mitigation measures
pursuant to existing building standards or state fire mitigation
measures applicable to the development.
(C) A parcel that is a contributing parcel within a historic
district established by an ordinance of the local government that
was in effect as of December 31, 2010.
(c) If the residential development is located within a county that
has a population equal to or less than 600,000, the residential
development satisfies all of the following additional requirements:
(1) The site satisfies the requirements specified in paragraph
(2) of subdivision (a) of Section 65913.4.
(2) The site is not located within either of the following:
(A) An architecturally or historically significant historic district,
as defined in subdivision (h) of Section 5020.1 of the Public
Resources Code.
(B) A flood plain as determined by maps promulgated by the
Federal Emergency Management Agency, unless the development
has been issued a flood plain development permit pursuant to Part
59 (commencing with Section 59.1) and Part 60 (commencing with
Section 60.1) of Subchapter B of Chapter 1 of Title 44 of the Code
of Federal Regulations.
(3) The residential development has a minimum density of 30 dwelling units per acre in jurisdictions considered metropolitan, as defined in subdivision (f) of Section 65583.2, or a minimum density of 20 dwelling units per acre in jurisdictions considered suburban, as defined in subdivision (e) of Section 65583.2.

(4) The residential development is located within a one-half mile radius of a major transit stop and within a city with a population greater than 50,000.

(d) (1) If the local government has adopted an inclusionary housing ordinance requiring that the development include a certain number of units affordable to households with incomes that do not exceed the limits for moderate income, lower income, very low income, or extremely low income specified in Sections 50079.5, 50093, 50105, and 50106 of the Health and Safety Code, and that ordinance requires that a new development include levels of affordable housing in excess of the requirements specified in paragraph (2), the residential development complies with that ordinance. The ordinance may provide alternative means of compliance that may include, but are not limited to, in-lieu fees, land dedication, offsite construction, or acquisition and rehabilitation of existing units.

(2) (A) If the local government has not adopted an inclusionary housing ordinance, as described in paragraph (1), the residential development includes an affordable housing contribution for households with incomes that do not exceed the limits for extremely low income, very low income, and low income specified in Sections 50093, 50105, and 50106 of the Health and Safety Code.

(B) For purposes of this paragraph, the residential development is subject to one of the following, as applicable:

(i) If the project has 10 or fewer units, no affordability contribution is imposed.

(ii) If the project has 11 to 20 residential units, the development proponent may pay an in-lieu fee to the local government for affordable housing, where feasible, pursuant to subparagraph (C).

(iii) If the project has more than 20 residential units, the development proponent shall do either of the following:
(I) Make a comparable affordability contribution toward housing offsite that is affordable to lower income households, pursuant to subparagraph (C).

(II) Include units on the site of the project that are affordable to extremely low income, as defined in Section 50105 of the Health and Safety Code, very low income, or low income households, as defined in Sections 50079.5, 50079.6, 50105, and 50106 of the Health and Safety Code, as follows:

<table>
<thead>
<tr>
<th>Project Size</th>
<th>Inclusionary Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>21–200 units</td>
<td>15% lower income; or 8% very low income; or 6% extremely low income</td>
</tr>
<tr>
<td>201–350 units</td>
<td>17% lower income; or 10% very low income; or 8% extremely low income</td>
</tr>
<tr>
<td>351 or more units</td>
<td>25% lower income; or 15% very low income; or 11% extremely low income</td>
</tr>
</tbody>
</table>

(C) (i) The development proponent of a project that qualifies pursuant to clause (ii) or subclause (I) of clause (iii) of subparagraph (B) may make a comparable affordability contribution toward housing offsite that is affordable to lower income households, as follows—pursuant to this subparagraph.

(i) The local government collecting the in-lieu fee payment shall make every effort to ensure that future affordable housing will be sited within one-half mile of the original project location within the boundaries of the local government by designating an existing housing opportunity site within a one-half mile radius of the project site for affordable housing. To the extent practicable, local housing
funding shall be prioritized at the first opportunity to build affordable housing on that site.

(ii) If no housing opportunity sites that satisfy clause (i) are available, the local government shall designate a site for affordable housing within the boundaries of the local government and make findings that the site for the affordable housing development affirmatively furthers fair housing, as defined in Section 8899.50.

(ii) For the purposes of this subparagraph, “comparable affordability contribution” means either a dedication of land or direct in-lieu fee payment to a housing provider that proposes to build a residential development in which 100 percent of the units, excluding manager’s units, are sold or rented at affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, or affordable rent, as defined in Section 50053 of the Health and Safety Code, subject to all of the following conditions:

(I) The site, and if applicable, the dedicated land, is located within a one-half mile of the qualifying project.

(II) The site, and if applicable, the dedicated land, is eligible for an equitable communities incentive.

(III) The residential development that receives a dedication of land or in-lieu fee payment pursuant to this paragraph provides the same number of affordable units at the same income category, which would have been required onsite for the qualifying project pursuant to subclause (II) of clause (iii) of subparagraph (B) of paragraph (2).

(IV) The value of the dedicated land or in-lieu fee payment must be at least equal to the capitalized value of the forgone revenue that the development proponent would have incurred if the qualifying project had provided the required number and type of affordable units onsite.

(V) The comparable affordability contribution is subject to a recorded covenant with the local jurisdiction. A copy of the covenant shall be provided to the Department of Housing and Community Development.

(iii) For the purposes of this subparagraph, “qualifying project” means a project that receives an equitable communities incentive by providing a comparable affordability contribution.

(iv) The qualifying development shall not be issued a certificate of occupancy before the residential development receiving a
1 dedication of land or direct in-lieu fee payment pursuant to this
2 subparagraph receives a building permit.
3 (D) Affordability of units pursuant to this paragraph shall be
4 restricted by deed for a period of 55 years for rental units or 45
5 years for units offered for sale.
6 (d) The site does not contain, or has not contained, either of the
7 following:
8 (1) Housing occupied by tenants within the seven years
9 preceding the date of the application, including housing that has
10 been demolished or that tenants have vacated prior to the
11 application for a development permit.
12 (2) A parcel or parcels on which an owner of residential real
13 property has exercised their rights under Chapter 12.75
14 (commencing with Section 7060) of Division 7 of Title 1 to
15 withdraw accommodations from rent or lease within 15 years prior
16 to the date that the development proponent submits an application
17 pursuant to this chapter.
18 (e) The residential development complies with all applicable
19 labor, construction employment, and wage standards otherwise
20 required by law and any other generally applicable requirement
21 regarding the approval of a development project, including, but
22 not limited to, the local government’s conditional use or other
23 discretionary permit approval process, the California
24 Environmental Quality Act (Division 13 (commencing with Section
25 21000) of the Public Resources Code), or a streamlined approval
26 process that includes labor protections.
27 (f) The residential development complies with all other relevant
28 standards, requirements, and prohibitions imposed by the local
29 government regarding architectural design, restrictions on or
30 oversight of demolition, impact fees, and community benefits
31 agreements.
32 (g) The equitable communities incentive shall not be used to
33 undermine the economic feasibility of delivering low-income
34 housing under the state density bonus program or a local
35 implementation of the state density bonus program, or any locally
36 adopted program that puts conditions on new development
37 (h) The equitable communities incentive shall not be used to
38 undermine the economic feasibility of delivering low-income
39 housing under the state density bonus program or a local
40 implementation of the state density bonus program, or any locally
41 adopted program that puts conditions on new development
applications on the basis of receiving a zone change or general
plan amendment in exchange for benefits such as increased
affordable housing, local hire, or payment of prevailing wages.

65918.53. (a) (1) Any transit-rich or jobs-rich job-rich housing
project within a county that has a population greater than 600,000
that meets the criteria specified in Section 65918.52 shall receive,
upon request, an equitable communities incentive as follows:

(1) A waiver from maximum controls on density.

(2) A waiver from minimum automobile parking requirements
greater than 0.5 automobile parking spots per unit.

(3) Up to three incentives and concessions pursuant to
subdivision (d) of Section 65915.

(b) (2) An eligible applicant proposing a residential development
within a county that has a population greater than 600,000 that
is located within a one-half mile radius, but outside a one-quarter
mile radius, of a major transit stop shall receive, in addition to the
incentives specified in subdivision (a), paragraph (1), waivers
from all of the following:

(A) Maximum height requirements less than 45 feet.

(B) Maximum FAR requirements less than 2.5.

(C) Notwithstanding subparagraph (B) of paragraph (1), any
maximum minimum automobile parking requirement.

(c) (3) An eligible applicant proposing a residential development
within a county that has a population greater than 600,000 that
is located within a one-quarter mile radius of a major transit stop
shall receive, in addition to the incentives specified in subdivision
(a), paragraph (1), waivers from all of the following:

(A) Maximum height requirements less than 55 feet.

(B) Maximum FAR requirements less than 3.25.
(C) Notwithstanding paragraph (4) (2) of subdivision (b), (a), any minimum automobile parking requirement.

(b) A residential development within a county that has a population less than or equal to 600,000 that meets the criteria specified in Section 65918.52 shall receive, upon request, an equitable communities incentive as follows:

1. A waiver from maximum controls on density, subject to paragraph (3) of subdivision (c) of Section 65918.52.

2. A waiver from maximum height limitations less than or equal to one story, or 15 feet, above the highest allowable height for mixed use or residential use. For purposes of this paragraph, “highest allowable height” means the tallest height, including heights that require conditional approval, allowable pursuant to zoning and any specific or area plan that covers the parcel.

3. Maximum FAR requirements less than 0.6 times the number of stories proposed for the project.

4. A waiver from minimum automobile parking requirements, as follows:
   A. If the residential development is located within a one-quarter mile radius of a rail transit station in a city with a population of greater than 100,000, the residential development project shall receive a waiver from any minimum automobile parking requirement.
   B. If the residential development does not meet the criteria specified in clause (i), the residential development project shall receive a waiver from minimum automobile parking requirements of less than 0.5 parking spaces per unit.

(d) Notwithstanding any other law, for purposes of calculating any additional incentive or concession a project that qualifies for an equitable communities incentive may also apply for a density bonus, incentives or concessions, and parking ratios in accordance with subdivision (b) of Section 65915. To calculate a density bonus for a project that receives an equitable communities incentive, the “otherwise maximum allowable gross residential density” as described in subdivision (f) of Section 65915 shall be equal to the proposed number of units in, or the proposed square footage of, the residential development after applying the equitable communities incentive received pursuant to this chapter shall be used as the base density for calculating the incentive or concession.
under that section. In no case may a city, county, or city
and county apply any development standard that will have the
effect of physically precluding the construction of a development
meeting the criteria of this chapter and subdivision (b) of Section
65915 at the unit count or square footage or with the concessions
or incentives permitted by this chapter and as may be increased
under Section 65915 in accordance with this subdivision, but no
additional waivers or reductions of development standards, as
described in subdivision (e) of Section 65915 shall be permitted.
(d) The local government shall grant an incentive requested by
an eligible applicant pursuant to this chapter unless the local
government makes a written finding, based on substantial evidence,
that the incentive would have a specific, adverse impact on any
real property or historic district that is listed on a federal or state
register of historical resources and for which there is no feasible
method to satisfactorily mitigate or avoid the specific, adverse
impact without rendering the development unaffordable.
(e) An eligible applicant proposing a project that meets all of
the requirements under Section 65913.4 may submit an application
for streamlined, ministerial approval in accordance with that
section.
(f) The local government may modify or expand the terms of
an equitable communities incentive provided pursuant to this
chapter, provided that the equitable communities incentive is
consistent with, and meets the minimum standards specified in,
this chapter.
65918.54. The Legislature finds and declares that this chapter
addresses a matter of statewide concern rather than a municipal
affair as that term is used in Section 5 of Article XI of the
California Constitution. Therefore, this chapter applies to all cities,
including charter cities.
65918.55. (a) Implementation of this chapter shall be delayed
in sensitive communities until July 1, 2020.
(b) Between January 1, 2020, and ____, a local government, in
lieu of the requirements of this chapter, may opt for a
community-led planning process in sensitive communities aimed
toward increasing residential density and multifamily housing
choices near transit stops, as follows:
(1) Sensitive communities that pursue a community-led planning
process at the neighborhood level shall, on or before January 1,
2025, produce a community plan that may include zoning and any other policies that encourage multifamily housing development at a range of income levels to meet unmet needs, protect vulnerable residents from displacement, and address other locally identified priorities.

(2) Community plans shall, at a minimum, be consistent with the overall residential development capacity and the minimum affordability standards set forth in this chapter within the boundaries of the community plan.

(3) The provisions of this chapter shall apply on January 1, 2025, to sensitive communities that have not adopted community plans that meet the minimum standards described in paragraph (2), whether those plans were adopted prior to or after enactment of this chapter.

65918.55. (a) On or before July 1, 2020, Sections 65918.51 to 65918.54, inclusive, shall not apply to a potentially sensitive community. After July 1, 2020, Sections 65918.51 to 65918.54, inclusive, shall apply in any potentially sensitive community that is not identified as a sensitive community pursuant to subdivision (b).

(b) On or before July 1, 2020, sensitive communities in each county shall be identified and mapped in accordance with the following:

(1) The council of governments, or the county board of supervisors in a county without a council of governments, shall establish a working group comprised of residents of potentially sensitive communities within the county, ensuring equitable representation of vulnerable populations, including, but not limited to, renters, low-income people, and members of classes protected under the California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2).

(2) The working group shall develop a map of sensitive communities within the county, which shall include some or all of the areas identified as potentially sensitive communities pursuant to subdivision (i) of Section 65918.50. The working group shall prioritize the input of residents from each potentially sensitive community in making a determination about that community.

(3) Each board of supervisors or council of governments shall adopt the sensitive communities map for the county, along with an explanation of the composition and function of the working
group and the community process and methodology used to create
the maps, at a public hearing held on or before July 1, 2020.
(c) Sections 65918.51 to 65918.54, inclusive, shall apply in a
sensitive community on and after January 1, 2026, unless the city
or county in which the sensitive community is located has adopted
a community plan for an area that includes the sensitive community
that is aimed toward increasing residential density and multifamily
housing choices near transit stops and meets all of the following:
(1) The community plan is not in conflict with the goals of this
chapter.
(2) The community plan permits increased density and
multifamily development near transit, with all upzoning linked to
onsite affordable housing requirements that meet or exceed the
affordable housing requirements in Sections 65918.51 to 65918.54,
inclusive. Community plans shall, at a minimum, be consistent
with the overall residential development capacity and the minimum
affordability standards set forth in Sections 65918.51 to 65918.54,
inclusive, within the boundaries of the community plan.
(3) The community plan includes provisions to protect
vulnerable residents from displacement.
(4) The community plan promotes economic justice for workers
and residents.
(5) The community plan was developed in partnership with at
least one of the following:
(A) A nonprofit or community organization that focuses on
organizing low-income residents in the sensitive community.
(B) A nonprofit or community organization that focuses on
organizing low-income residents in the jurisdiction.
(C) If there are no nonprofit or community organizations
working within the sensitive community or the jurisdiction, a
nonprofit with demonstrated experience conducting outreach to
low-income communities.
(6) Residents of the sensitive community are engaged throughout
the planning process, including through at least three community
meetings that are held at times and locations accessible to
low-income residents.
(7) All public documents and meetings related to the planning
process are translated into all languages spoken by at least 25
percent of residents of the sensitive community.
(8) The community plan is adopted before July 1, 2025.
(d) Each city and each county shall make reasonable efforts to
develop a community plan for any sensitive communities within
its jurisdiction. A community plan may address other locally
identified priorities, provided they are not in conflict with the intent
of this chapter or any other law. A city or county may designate
a community plan adopted before July 1, 2020, as the plan that
meets the requirements of this paragraph, provided that the plan
meets all criteria in this section.

(e) Notwithstanding any other provision of this section, Sections
65918.51 to 65918.54, inclusive, shall apply in any sensitive
community if all of the following apply:

(1) At least 20 percent of adult residents of the sensitive
community sign a petition attesting that the community desires to
make the provisions of Sections 65918.51 to 65918.54, inclusive,
applicable in the area. The petition shall describe in plain language
the planning standards set forth in Sections 65918.51 to 65918.54,
inclusive; be translated into all languages spoken by at least 25
percent of residents in the affected area; and collect contact
information from signatories to the petition, including first, middle,
and last name, mailing address, and phone number and email
address if available.

(2) The local government has verified the petition to ensure
compliance with paragraph (1).

(3) Following signature verification, the local government
provides public notice and opportunity to comment to residents of
the affected area and holds a minimum of three public hearings
in the affected area at a time and in a place and manner accessible
to low-income residents and other vulnerable populations.

(4) The governing body for the city or county in which the
sensitive community is located determines, by majority vote, to
apply this chapter in the affected area.

(f) It is the intent of the Legislature to consider all of the
following:

(1) Tasking local government entities with greater community
connection with convening and administering the process for
identifying sensitive communities.

(2) Requiring review by the Department of Housing and
Community Development of the designation of sensitive
communities.
SEC. 3. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.
PLANNING AND ZONING: HOUSING DEVELOPMENT: INCENTIVES

Requires local governments to grant an equitable communities incentive to eligible residential developments.

Background

Planning and approving new housing is mainly a local responsibility. The California Constitution allows cities and counties to “make and enforce within its limits, all local, police, sanitary and other ordinances and regulations not in conflict with general laws.” It is from this fundamental power (commonly called the police power) that cities and counties derive their authority to regulate behavior to preserve the health, safety, and welfare of the public—including land use authority.

Planning and Zoning Law. State law provides additional powers and duties for cities and counties regarding land use. The Planning and Zoning Law requires every county and city to adopt a general plan that sets out planned uses for all of the area covered by the plan. A general plan must include specified mandatory “elements,” including a housing element that establishes the locations and densities of housing, among other requirements. Cities’ and counties’ major land use decisions—including most zoning ordinances and other aspects of development permitting—must be consistent with their general plans. The Planning and Zoning Law also establishes a planning agency in each city and county, which may be a separate planning commission, administrative body, or the legislative body of the city or county itself. Cities and counties must provide a path to appeal a decision to the planning commission and/or the city council or county board of supervisors.

Zoning and approval processes. Local governments use their police power to enact zoning ordinances that shape development, such as setting maximum heights and densities for housing units, minimum numbers of required parking spaces, setbacks to preserve privacy, lot coverage ratios to increase open space, and others. These ordinances can also include conditions on development to address aesthetics, community impacts, or other particular site-specific considerations.

Local governments have broad authority to define the specific approval processes needed to satisfy these considerations. Some housing projects can be permitted by city or county planning staff “ministerially” or without further approval from elected officials, but most large housing projects require “discretionary” approvals from local governments, such as a conditional use permit or a change in zoning laws. This process requires hearings by the local planning commission and public notice and may require additional approvals.
Density bonus law. State law, known as density bonus law, grants certain benefits to developers who build affordable units in order to encourage greater affordable housing production. Density bonus law requires cities and counties to grant a density bonus when an applicant for a housing development of five or more units seeks and agrees to construct a project that will contain at least one of the following:

- 10% of the total units of a housing development for lower income households;
- 5% of the total units of a housing development for very low-income households;
- A senior citizen housing development or mobile home park;
- 10% of the units in a common interest development (CID) for moderate-income households; or
- 10% of the total units for transitional foster youth, disabled veterans, or homeless persons.

If a project meets these conditions, the city or county must allow an increase in density on a sliding scale from 20% to 35% over the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the general plan, depending on the percentage of units affordable to low-income, very low-income, or senior households.

Density bonus law also grants certain reductions in minimum parking requirements and grants “incentives or concessions” that can be used to waive development policies that add costs or reduce the number of units that a developer can build on a site. The number of incentives or concessions that a project may be eligible for is based on the percentage of affordable units contained in the project, up to a maximum of three. Incentives and concessions can vary widely based on the individual projects, but examples can include reduced fees, waivers of zoning codes, or reduced parking requirements.

Local governments must grant the density increases under density bonus law and can only deny incentives or concessions if it makes written findings, based on substantial evidence, that granting an incentive or concession:

- Is not necessary to ensure that the affordable units get built;
- Would have specific, adverse effects to public health and safety, the physical environment, or historical resources, and there is no way to mitigate for those impacts without rendering the development unaffordable to low- and moderate-income households; or
- Is contrary to state or federal law.

California’s housing challenges. California faces a severe housing shortage. In its most recent statewide housing assessment, HCD estimated that California needs to build an additional 100,000 units per year over recent averages of 80,000 units per year to meet the projected need for housing in the state. A variety of causes have contributed to the lack of housing production. Recent reports by the Legislative Analyst’s Office (LAO) and others point to local approval processes as a major factor. They argue that local governments control most of the decisions about where, when, and how to build new housing, and those governments are quick to respond to vocal community members who may not want new neighbors. The building industry also points to CEQA review, and housing advocates note a lack of a dedicated source of funds for affordable housing.
In addition, California’s high—and rising—land costs necessitate dense housing construction for a project to be financially viable and for the housing to ultimately be affordable to lower-income households. Yet, recent trends in California show that new housing has not commensurately increased in density. In a 2016 analysis, the Legislative Analyst’s Office (LAO) found that the housing density of a typical neighborhood in California’s coastal metropolitan areas increased by only 4 percent during the 2000s. The LAO also compared California’s coastal areas to similar metropolitan areas across the country and found that new housing constructed during the 2000s in California’s coastal cities was nearly 30% less dense on average than new housing in other comparable cities—10 units/acre in California compared to 14 units/acre in the other metropolitan areas.

Zoning ordinances add additional constraints that can reduce the number of units that can be built: setbacks, floor-area ratios, lot coverage ratios, design requirements, dedications of land for parks or other public purposes, and other regulations can reduce the space on a lot that a building can occupy in ways that lower the number of units that is feasible to construct on a lot.

**Housing-related hearings.** The Senate Governance and Finance Committee, the Senate Transportation and Housing Committee, and the Senate Housing Committee held a series of three hearings on housing development, affordable housing finance, and zoning and other land use policies in October and November 2018 and March 2019. At those hearings, the Committees heard a wide range of perspectives, including the voices of market-rate and affordable housing developers, local governments, community activists, and academics. One consistent message was that increased density is needed to support additional housing—where panelists tended to differ was on how to achieve that density. (For additional information, please see the background materials and video recordings of the hearings on the Committee’s website.)

Advocates for new housing want to increase the allowable density around transit and in other areas throughout the state.

**Proposed Law**

Senate Bill 50 requires a local government to grant an equitable communities incentive (ECI) to developments that meet specified conditions.

**Project requirements.** SB 50 requires a project to be a either a “jobs-rich housing project” or a “transit-rich housing project.” A jobs-rich housing project must be a residential development located in a jobs rich area. SB 50 requires the Department of Housing and Community Development, in consultation with the Office of Planning and Research, to designate and produce maps of jobs-rich areas based on a specified methodology by January 1, 2020, and to update the maps every five years thereafter. That designation must be based on indicators such as proximity to jobs, high area median income relative to the relevant region, and high-quality public schools, as an area of high opportunity close to jobs, and it must include tracts that are both high opportunity and jobs rich, based on specified factors that ensure that residents are proximate to their jobs and reduce commute times.

SB 50 defines a transit-rich housing project to be a residential development located within a one-half mile radius of a rail station or a ferry terminal that is a major transit stop, as defined in existing law, or a one-quarter mile radius of a stop on a high-quality bus corridor. To qualify as a high-quality bus corridor, the bus corridor must have average service intervals of no less frequent than:
• 15 minutes between 6am to 10am and 3pm to 7pm, and 20 minutes from 6am to 10pm, on weekdays.
• 30 minutes between 8am and 10pm on weekends.

SB 50 deems a residential development to be within an area designated as job-rich or transit-rich if at least specified percentages of the parcels and units in the development are located within the jobs-rich area or are located within a one-half mile radius of a major transit stop or a one-quarter mile radius of a stop on a high-quality bus corridor.

To be eligible for an ECI, SB 50 also requires a residential development to be located on a site that is zoned to allow housing as an underlying use and that does not and has not contained housing occupied by tenants, as defined, within the seven years before applying for the ECI, and was not the subject of an Ellis Act eviction within the past fifteen years. The residential development must also comply with:

• All applicable labor, construction, employment, and wage standards otherwise required by law;
• All relevant standards, requirements, and prohibitions imposed by the local government regarding architectural design, restrictions on or oversight of demolition, impact fees, and community benefit agreements; and
• Any other generally applicable requirement regarding the approval of a development project, including the California Environmental Quality Act (CEQA) and local discretionary approval processes.

SB 50 requires a project that receives an ECI to contain specified percentages of affordable housing units in the development, depending on the size of the project and at the choice of the developer, as specified in the chart below.

<table>
<thead>
<tr>
<th>Project Size</th>
<th>Inclusionary Housing Requirement</th>
</tr>
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<tbody>
<tr>
<td>1-10 units</td>
<td>No affordability requirement.</td>
</tr>
<tr>
<td>11-20 units</td>
<td>Developer may pay an in lieu fee, where feasible, toward housing offsite affordable to lower income households.</td>
</tr>
<tr>
<td>21-200 units</td>
<td>• 15% low-income OR</td>
</tr>
<tr>
<td></td>
<td>• 8% very low-income OR</td>
</tr>
<tr>
<td></td>
<td>• 6% extremely low-income</td>
</tr>
<tr>
<td>201 – 350 units</td>
<td>• 17% low-income OR</td>
</tr>
<tr>
<td></td>
<td>• 10% very low-income OR</td>
</tr>
<tr>
<td></td>
<td>• 8% extremely low-income</td>
</tr>
<tr>
<td>351 units or more</td>
<td>• 25% low-income OR</td>
</tr>
<tr>
<td></td>
<td>• 15% very low-income OR</td>
</tr>
<tr>
<td></td>
<td>• 11% extremely low-income</td>
</tr>
</tbody>
</table>

If the local government has adopted an inclusionary housing ordinance and that ordinance requires that a new development include levels of affordability in excess of what is required in this bill, the requirements in that ordinance apply. Affordable housing units under the bill must remain affordable under a deed restriction for 55 and 45 years for rental units and units offered for sale, respectively.
SB 50 allows a developer to make a comparable affordability contribution—an in-lieu payment—toward affordable housing offsite, instead of including affordable units within the development. The bill requires the local government collecting the in-lieu payment to make every effort to ensure that future affordable housing will be sited within ½ mile of the original project location within the boundaries of the local government by designating the existing housing opportunity site within a ½ mile radius of the project site for affordable housing. To the extent practical, local housing funds must be prioritized at the first opportunity to build affordable housing on that site. If no housing sites are available, the local government shall designate a site for affordable housing within its jurisdictional boundaries and make findings that the site affirmatively furthers fair housing, as specified.

**Equitable communities incentive benefits.** SB 50 grants transit-rich and jobs-rich housing projects certain benefits and waivers of local development regulations based on their location, as follows.

All projects, including jobs-rich projects and transit-rich projects within ¼ mile of a bus stop on a high quality bus corridor, receive a waiver from maximum controls on density and minimum automobile parking requirements greater than 0.5 spaces per unit, and up to three incentives and concessions under density bonus law.

Projects within ½ mile radius of a rail station or ferry terminal also receive waivers from any minimum parking requirement and waivers from:

- Maximum height requirements less than 55 feet and maximum floor area ratio requirements less than 3.25 if the project is within ¼ mile of a rail station or ferry terminal; or
- Maximum height requirements less than 45 feet and maximum floor area ratio requirements less than 2.5 if the project is within ¼ to ½ mile radius of a rail station or ferry terminal.

SB 50 provides that when calculating incentives or concessions granted under density bonus, the number of units in the development that is allowed with the ECI must be used as the base density for the project.

**Sensitive communities.** SB 50 delays implementation of the bill in sensitive communities until July 1, 2020 and as provided below. SB 50 defines a sensitive community to mean either:

- Within the nine-county Bay Area, those areas designated as the intersection of disadvantaged and vulnerable communities by the Metropolitan Transportation Commission and the San Francisco Bay Conservation and Development Commission on December 19, 2018; or
- Outside of the Bay Area, those census tracts identified by HCD as having both (1) 30 percent or more of the population living below the poverty line, as long as college students make up less than 25 percent of the population; and (2) a location quotient of residential racial segregation of at least 1.25.

The Department of Housing and Community Development (HCD) must update these sensitive communities every five years.
SB 50 allows a local government to opt-in to using a community-led planning process in sensitive communities to increase density consistent with the residential development capacity and affordability standards in the bill, instead of having SB 50’s ECI provisions apply to those sensitive communities. A local government seeking to opt in must do so between January 1, 2020, and an unspecified final date, and must adopt a plan by January 1, 2025. If the local government does not adopt a plan for sensitive communities by that date, SB 50’s ECI provisions apply.

Other provisions. SB 50 allows a local government to grant modified or expanded ECIs, as long as it meets the minimum standards in the bill. The bill also allows a recipient of an ECI to apply for ministerial, streamlined approval if they meet the requirements under existing law to qualify for that approval process. SB 50 says that receipt of an ECI cannot be used as a basis for finding a project inconsistent, not in compliance, or not in conformity with local development policies under the Housing Accountability Act or for denial of density bonus. The bill defines its terms and makes findings and declarations to support its purposes.

State Revenue Impact

No estimate.

Comments

1. Purpose of the bill. According to the author, “California’s statewide housing deficit is quickly approaching four million homes — equal to the total deficit of the other forty-nine states combined. This housing shortage threatens our state’s environment, economy, diversity, and quality of life for current and future generations. In addition to tenant protections and increased funding for affordable housing, we need an enormous amount of new housing at all income levels in order to keep people stable in their homes. Policy interventions focused on relieving our housing shortage must be focused both on the number of new homes built and also the location of those homes: as we create space for more families in our communities, they must be near public transportation and jobs. The status quo patterns of development in California are covering up farmland and wild open space while inducing crushing commutes. Absent state intervention, communities will continue to effectively prohibit people from living near transit and jobs by making it illegal to build small apartment buildings around transit and jobs, while fueling sprawl and inhumane supercommutes.

“Small and medium-sized apartment buildings (i.e., not single-family homes and not high rises) near public transportation and high-opportunity job centers are an equitable, sustainable, and low-cost source of new housing. SB 50 promotes this kind of housing by allowing small apartment buildings that most California neighborhoods ban, regardless of local restrictions on density, within a half mile of rail stations and ferry terminals, quarter mile of a bus stop on a frequent bus line, or census tract close to job and educational opportunities. Around rail stations and ferry terminals, the bill also relaxes maximum height limits up to 45 or 55 feet—that is, a maximum of four and five stories—depending on the distance from transit. Job-rich areas and those serviced only by buses do not trigger height increases, but these areas will benefit from relaxed density and off-street parking requirements that encourage low-rise multifamily buildings like duplexes and fourplexes. SB 50 grants significant local control to individual jurisdictions over design review, labor and local hire requirements, conditional use permits, CEQA, local affordable housing and density bonus programs, and height limits outside of areas immediately adjacent to rail and ferry. This bill also requires an affordable housing component
for all projects over ten units, and contains the strongest anti-displacement rules in state law, including an automatic ineligibility for any property currently or recently occupied by renters.”

2. **One size fits all?** California is a geographically and demographically diverse state, and that is reflected in its 482 cities and 58 counties. Local elected officials for each of those municipalities are charged by the California Constitution with protecting their citizens’ welfare. One chief way local governments do this is by exercising control over what gets built in their community. Local officials weigh the need for additional housing against the concerns and desires of their constituents. Where appropriate, those officials enact ordinances to shape their communities based on local conditions and desires. Moreover, these planning actions and decisions take place within the confines of state laws that require local governments to plan and zone for new housing, subject to approval by HCD, and under threat of fines for improper denial as a result of recent legislation. SB 50 disregards these efforts and the unique features of California’s communities by imposing the same zoning standards statewide. It uniformly imposes minimums for height, bulk, and density of buildings around rail stations and ferry terminals, regardless of the specific characteristics of the community, even though one rail station might be at the heart of a bustling metropolis while another might be located in a relatively isolated rural town—even if the jurisdictions themselves have similar populations. To account for some of the differences among communities, the Committee may wish to consider amending SB 50 to provide different levels of upzoning or increased density based on the characteristics of each community, such as population or other metrics.

3. **Sure, but will it work?** Local governments have shown that they are nothing if not creative when it comes to stopping projects that their residents don’t want. State housing law has for decades followed the cycle of attempting to encourage local governments to build more, only to see those efforts thwarted by enterprising officials who find a legal loophole, which the Legislature then closes. While SB 50 grants waivers from some development standards, it doesn’t make any changes to local approval processes for projects that benefit from an ECI. Instead, it relies on several of the latest legislative efforts to clamp down on gamesmanship by local governments. These include SB 35 (Wiener, 2017), which established a streamlined approval process for developments that are consistent with objective development standards and meet other stringent requirements, and recent changes to strengthen the Housing Accountability Act, which prohibits local governments from denying housing projects that are consistent with local development policies. These policies are relatively untested, and SB 50 explicitly provides that local approval processes still apply. If history is any guide, local officials may find other ways around them to avoid approving denser projects, even with the changes to local zoning that SB 50 provides.

4. **Windfall profits.** Valuation of real estate is complicated, but a fundamental principle is that property is as valuable as its highest and best use allows. Land that can only accommodate construction of a few new units of housing is less valuable than land that can accommodate more, all else being equal, and same goes for larger developments versus smaller ones. When zoning rules change to allow more building, property values go up—an effect that was demonstrated in a recent study of upzoning in Chicago. SB 50 allows more units to be built and reduces costs associated with developments by granting additional waivers and concessions of development policies and letting developers off the hook for building expensive parking spots. SB 50 also allows developers to choose the density at which they build, potentially allowing them to maximize profits by building larger luxury units instead of smaller, lower priced ones. In exchange, developers must build or fund some affordable housing. However, California’s existing density bonus program already provides increasing benefits to developers for increasing
levels of affordability, and SB 50 grants additional benefits without requiring much beyond density bonus in the way of additional affordable housing. This upends the balance struck in density bonus law to capture for the public a fair and reasonable portion of the value created by upzoning. Proposition 13 (1978) further restricts the ability of the public to capture that value by placing constitutional restrictions on property tax rates—meaning local governments see less of a gain from increased property values than they otherwise would. The Committee may wish to consider whether SB 50’s inclusionary requirements and other provisions results in a fair distribution of the benefits provided by the density increases that it allows.

5. **Location, location, location.** Because SB 50 changes local zoning in communities statewide, it impacts some areas of the state that Californians have traditionally considered to be worthy of special treatment. In particular, California voters adopted the Coastal Act of 1976, which regulates development in the coastal zone to protect coastal resources and ensure coastal access. By many measures, the Coastal Act has been a success: towns along the coast have been able to maintain their character and continue to be a draw for tourists who wish to experience and enjoy views of the coastline. SB 50 also applies to historic districts—areas of California that the state, federal, or local governments have cultural significance, and whose character may be impaired by new development. To ensure that these parts of the state are protected, the Committee may wish to consider amending SB 50 to limit the applicability of the bill to these areas or allow local governments to make findings if a project that benefits from an ECI would impair coastal or historic resources.

6. **Sensitive areas.** Many communities in California are already undergoing dramatic change that is disproportionally affecting low-income communities and communities of color. These communities are particularly vulnerable because developers seek cheaper land on which to build new housing. To mitigate this effect, local governments have adopted community plans to manage gentrification and preserve these communities as much as possible. By increasing the development potential of parcels across the state, SB 50 may exacerbate these trends. The bill includes a delay of five years before the bill affects certain designated communities, and it provides that local policies and standards other than those that the bill waives still apply. But at the end of that five-year delay, communities must either have upzoned on their own to what the bill requires or be subject to the bill’s provisions. This may not provide adequate protection for communities at risk of gentrification. In addition, many local governments have taken important steps to increase zoning and allow for more housing to be built in their communities. For example, the City of Los Angeles has adopted transit-oriented development plans for targeted infill development after extensive community discussions, and this program is seeing marked success. SB 50 overrides those local processes and fails to recognize the efforts that some jurisdictions have made to balance the need for new housing and protection of existing communities.

7. **Where’s my flying car?** Transportation and land use are intimately connected—land use patterns influence the distance traveled and mode of transportation used. These factors in turn affect whether the state will achieve its greenhouse gas emissions targets or other environmental goals. SB 50 attempts to shift land use patterns to encourage greater use of transit, including both buses and passenger rail, by building more densely in those areas and by reducing parking minimums. However, tying density to bus stops poses some practical challenges. Because most bus routes have little fixed infrastructure relative to rail, building near bus stops that currently exist doesn’t ensure that transit will be available in the long term. Some local jurisdictions are eliminating bus stops as new modes of transportation, such as ride-sharing, become more prevalent and bus routes become less viable. In addition, the residents of new market-rate
development are likely to be higher income who would rather drive their cars instead of riding buses. Accordingly, new developments enabled by SB 50 may not drive enough of an increase in bus ridership to ensure the viability of those routes. The Committee may wish to consider amending SB 50 to more precisely identify bus routes that are likely to be relatively permanent.

8. Let’s be clear. The Committee may wish to consider the following clarifying amendments to SB 50 to ensure that the author’s intent is accurately carried out:

- SB 50 specifies certain service intervals for a bus line to be considered a high quality bus corridor, but it is unclear whether those intervals could be met by buses going in opposite directions. The Committee may wish to consider amending SB 50 to clarify that high quality bus corridors must meet the frequency requirements of the bill for each line going in each direction.
- SB 50 grants up to three waivers and concessions pursuant to density bonus law, but it is unclear whether those are additive to those already granted under density bonus law, or whether this is restating existing law. In addition, the bill provides that the base density for purposes of calculating the density bonus that a project is eligible is the density of the project after the bill’s incentives are applied. However, because the bill removes density limits, it is unclear how this would work. The Committee may wish to consider amending SB 50 to clarify its interaction with density bonus law.

9. Charter city. The California Constitution allows cities that adopt charters to control their own “municipal affairs.” In all other matters, charter cities must follow the general, statewide laws. Because the Constitution doesn’t define “municipal affairs,” the courts determine whether a topic is a municipal affair or whether it’s an issue of statewide concern. SB 50 says that its statutory provisions apply to charter cities. To support this assertion, the bill includes a legislative finding that it addresses a matter of statewide concern.

10. Mandate. The California Constitution requires the state to reimburse local governments for the costs of new or expanded state mandated local programs. Because SB 50 adds to the duties of local planning officials, Legislative Counsel says that the bill imposes a new state mandate. SB 50 disclaims the state’s responsibility for providing reimbursement by citing local governments’ authority to charge for the costs of implementing the bill’s provisions.

11. Incoming! The Senate Housing Committee approved SB 50 at its April 2nd meeting on a vote of 9-1. The Senate Governance and Finance Committee is hearing it as the committee of second reference.

12. Related legislation. Last year, the Legislature considered SB 827 (Wiener), which would have increased heights and density near major transit stops to as high as 85 feet in some versions of the bill. SB 827 failed passage in the Senate Transportation and Housing Committee.

This year, the Legislature will consider SB 50 along with other bills that modify local zoning. SB 330 (Skinner), which the Committee approved at its April 10th meeting on a vote of 6-0, enacts the “Housing Crisis Act of 2019,” which, until January 1, 2030 makes changes to local approval processes and imposes restrictions on certain types of development standards.

SB 4 (McGuire), which the Committee will also hear at its April 24th meeting, grants by-right approval to projects that exceed local height, floor area ratio, and density restrictions if those
projects meet specified conditions. SB 4 and SB 50 share some similarities, but also present differences. This bill only applies in jurisdictions that have produced fewer homes in the last 10 years than jobs and have unmet housing needs, whereas SB 50 does not have threshold requirements. Also, the zoning benefits in SB 50 extend to projects in proximity to high-quality bus corridors, while SB 4’s transit proposal only applies to rail stations and ferry terminals.

While both bills only apply to parcels in residential zones, SB 4 only applies to infill sites and does not apply in specified areas. SB 50 does not limit density, however it is limited to areas designated as “jobs-rich” by HCD and the Office of Planning and Research. Lastly, SB 4 also provides a streamlined approval process, where SB 50 relies on existing processes to ensure developments get approved.

The following chart identifies significant differences between the transit-based provisions of the two bills:

<table>
<thead>
<tr>
<th></th>
<th>SB 4 TOD</th>
<th>SB 50 Transit-Rich</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>½ mile of rail or ferries that are located in urban communities</td>
<td>½ mile of rail or ferries or ¼ mile of stops on high quality bus corridors</td>
</tr>
<tr>
<td>Density</td>
<td>Metro areas: min. 30 units/acre Suburban: min. 20 units per acre</td>
<td>No minimum or maximum</td>
</tr>
<tr>
<td>Parking</td>
<td>Projects in cities with under 100,000 population or those located within ¼ to ½ mile from rail or ferry stops: consistent with density bonus law Projects in cities with 100,000+ population or those located within 0 to ¼ mile of rail or ferry stops: no parking minimum</td>
<td>No parking minimum</td>
</tr>
<tr>
<td>Height</td>
<td>One story over allowable height</td>
<td>No less than 45’ or 55’ (depending on proximity to rail or ferry)</td>
</tr>
<tr>
<td></td>
<td>Meet existing zoning around bus stops, but developer may use waivers, concessions, or incentives to modify</td>
<td>Meet existing zoning around bus stops, but developer may use waivers, concessions, or incentives to modify</td>
</tr>
<tr>
<td>FAR</td>
<td>0.6 times the number of stories</td>
<td>No less than 2.5 or 3.25 (depending on proximity to rail or ferry)</td>
</tr>
<tr>
<td></td>
<td>Meet existing zoning around bus stops, but developer may use waivers, concessions, or incentives to modify</td>
<td>Meet existing zoning around bus stops, but developer may use waivers, concessions, or incentives to modify</td>
</tr>
</tbody>
</table>

Both bills also increase density in areas not tied to transit, as summarized in the chart below:
<table>
<thead>
<tr>
<th></th>
<th>SB 4 Neighborhood Multifamily</th>
<th>SB 50 Jobs-Rich</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Density</strong></td>
<td>Urban communities: fourplexes</td>
<td>No limit</td>
</tr>
<tr>
<td></td>
<td>Non-urban communities: duplexes</td>
<td></td>
</tr>
<tr>
<td><strong>Parking</strong></td>
<td>0.5 spaces per unit</td>
<td>0.5 spaces per unit</td>
</tr>
<tr>
<td><strong>Height</strong></td>
<td>Meet existing zoning requirements</td>
<td>Meet existing zoning, but developer may use waivers, concessions, or incentives to modify</td>
</tr>
<tr>
<td><strong>FAR</strong></td>
<td>Meet existing zoning requirements</td>
<td>Meet existing zoning, but developer may use waivers, concessions, or incentives to modify</td>
</tr>
</tbody>
</table>

**Support and Opposition (4/19/19)**

**Support:** 3,025 Individuals; 6beds, Inc.; AARP; Bay Area Council; Bridge Housing Corporation; Building Industry Association of The Bay Area; Burbank Housing Development Corporation; Calasian Chamber of Commerce; California Apartment Association; California Chamber of Commerce; California Community Builders; California National Party; California Yimby; Dana Point Chamber Of Commerce; Emeryville; City of Facebook, Inc.; Fieldstead and Company, Inc.; Fossil Free California; Greater Washington; Hamilton Families; Local Government Commission; Los Angeles Area Chamber of Commerce; Ms.; Murrieta Chamber of Commerce; Natural Resources Defense Council; North Orange County Chamber of Commerce; Oakland Metropolitan Chamber of Commerce; Office of The Mayor, San Francisco; Orange County Business Council; Oxnard Chamber of Commerce; Related California; Santa Cruz County Chamber of Commerce; Santa Maria Valley Chamber of Commerce; Schott & Lites Advocates Llc; Silicon Valley At Home (Sv@Home); Silicon Valley Leadership Group; South Bay Jewish Federation; South Bay Yimby; Spur; State Council on Developmental Disabilities; Stripe; Technet-Technology Network; The Silicon Valley Organization; Tmg Partners; Valley Industry And Commerce Association; Yimby Action

**Opposition:** 1,850 Individuals; Aids Healthcare Foundation; Alliance of Californians for Community Empowerment (Acce) Action; American Planning Association, California Chapter; Asian Pacific Environmental Network; Barbary Coast Neighborhood Association; Bay Area Transportation Working Group; Berkeley Tenants Union; Brentwood Community Council - West Los Angeles; Causa Justa :: Just Cause; Central Valley Empowerment Alliance; Century Glen Hoa; City of Brentwood; City of Chino Hills; City of Cupertino; City of Downey; City of Glendale; City of Lafayette; City of Lakewood; City of La Mirada; City of Palo Alto; City of Rancho Cucamonga; City of Rancho Palos Verdes; City of Pinole; City of Redondo Beach; City of San Mateo; City of Santa Clarita; City of Solana Beach; City of Sunnyvale; City of Vista; Coalition for San Francisco Neighborhoods; Preserve LA; Concerned Citizens of Los Feliz; Cow Hollow Association; Dolores Heights Improvement Club; Dolores Street Community Services; East Mission Improvement Association; East Yard Communities for Environmental Justice; City of Glendale; Grayburn Avenue Block Club; Homeowners of Encino; Housing for All Burlingame; Housing Rights Committee of San Francisco; Jobs with Justice San Francisco; Jordan Park Improvement Association; Legal Services for Prisoners with Children; League of California Cities; Los Angeles Tenants Union - Hollywood Local Case Worker; Los Angeles
Tenants Union -- Networking Team; Miraloma Park Improvement Club; Mission Economic Development Agency; New Livable California Dba Livable California; Noe Neighborhood Council; Northeast Business Economic Development Dba Northeast Business Association; City of Pasadena; Planning Association for the Richmond; Poder; Redstone Labor Temple Association; Regional-Video; Sacred Heart Community Service; San Francisco Senior And Disability Action; San Francisco Rising Alliance; San Francisco Tenants Union; Save Capp Street; Senior and Disability Action; SF Ocean Edge; Sherman Oaks Homeowners Association; South Bay Cities Council Of Governments; South Brentwood Residents Association; South of Market Community Action Network; Stand Up For San Francisco; Sunset-Parkside Education And Action Committee (Speak); Sutro Avenue Block Club/Leimert Park; Telegraph Hill Dwellers; Tenant Sanctuary; Tenants Together; The San Francisco Marina Community Association; Toluca Lake Homeowners Association; United to Save the Mission; Urban Habitat; West Mar Vista Residents Association; Yah! (Yes to Affordable Housing)

-- END --