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 LEGAL COUNSEL - PENDING LITIGATION. The City Council will meet in closed session with the City Attorney pursuant to Government Code Section 54956.9(d)(1) with respect to one matter of pending litigation: Application of Southern California Edison Company (U-238-E) for a Certificate of Public Convenience and Necessity to Construct the Riverside Transmission Reliability Project, California Public Utilities Commission Case No. A.15-04-013.
C. APPOINTMENT, EMPLOYMENT OF CITY MANAGER. The City Council will meet in closed session pursuant to Government Code Section 54957 to consider the appointment or employment of the 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 City Manager.

3. 7:00 PM - 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. ACTIVITIES REPORT FROM REACH OUT

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
A. AT THE REQUEST OF MAYOR BERKSON, MOTION TO NOTICE A PUBLIC HEARING ON OCTOBER 17, 20919 TO CONSIDER THE VACATION OF A PORTION OF KACHINA DRIVE CUL-DE-SAC LOCATED NORTHWesterLY OF VIRTUE VISTA DRIVE AND TO DIRECT STAFF TO PUBLISH AND POST THE NECESSARY NOTICES

B. AT THE REQUEST OF COUNCIL MEMBER GOODLAND, MOTION TO NOTICE A PUBLIC HEARING ON OCTOBER 17, 20919 TO CONSIDER MASTER APPLICATION 19096 AND ZONING CODE AMENDMENT 19002 TO CHANGE SECTION 9.240.510 OF THE JURUPA VALLEY MUNICIPAL CODE ADDING PROVISIONS AND DEVELOPMENT STANDARDS FOR METAL SHIPPING CONTAINERS IN THE MANUFACTURING-MEDIUM (MM) ZONE AND TO DIRECT STAFF TO PUBLISH THE NECESSARY NOTICES

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

A. MAYOR BRIAN BERKSON

1. UPDATE ON THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION – WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE MEETING OF AUGUST 26, 2019

2. UPDATE ON THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION MEETING OF SEPTEMBER 11, 2019

3. UPDATE ON THE METROLINK / SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY MEETING OF SEPTEMBER 13, 2019

B. MAYOR PRO TEM ANTHONY KELLY, JR.

1. UPDATE ON THE RIVERSIDE TRANSIT AGENCY - BOARD OF DIRECTORS SPECIAL MEETING OF SEPTEMBER 4, 2019

2. UPDATE ON THE RIVERSIDE TRANSIT AGENCY - NORTHWEST NOW COALITION MEETING OF SEPTEMBER 12, 2019

3. UPDATE ON THE NORTHWEST MOSQUITO ABATEMENT AND VECTOR CONTROL MEETING OF SEPTEMBER 19, 2019

C. COUNCIL MEMBER LORENA BARAJAS

1. UPDATE ON THE WESTERN RIVERSIDE COUNTY - REGIONAL CONSERVATION AUTHORITY MEETING OF SEPTEMBER 9, 2019
D. COUNCIL MEMBER MICHEAL GOODLAND

1. UPDATE ON THE HEALTHY JURUPA VALLEY COMMUNITY MEETING OF SEPTEMBER 3, 2019

2. UPDATE ON THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS BOARD MEETING OF SEPTEMBER 9, 2019

12. CITY MANAGER’S UPDATE

13. APPROVAL OF MINUTES

A. AUGUST 15, 2019 REGULAR MEETING

B. AUGUST 29, 2019 SPECIAL 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 $2,515,468.99

Requested Action: That the City Council ratify the check registers dated August 9, 15, 22, 29, and September 6 as well as the payroll registers dated August 5, 14, 28 and September 5, 2019.

C. ORDINANCE NO. 2019-11

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2019-11, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ESTABLISHING REGULATIONS APPLICABLE TO THE LOCATION AND INSTALLATION OF SMALL WIRELESS FACILITIES IN PUBLIC RIGHTS-OF-WAY, AMENDING THE JURUPA VALLEY MUNICIPAL CODE, AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061(b)(3) OF THE CEQA GUIDELINES
D. APPROVAL OF RESOLUTION CONVEYING EASEMENTS FOR FLOOD CONTROL FACILITIES (PM 36828 – NORTH SIDE OF SAN SEVAINE CHANNEL BETWEEN SAN SEVAINE WAY AND BAIN STREET)

Requested Action: That the City Council adopt Resolution No. 2019-75, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, CONVEYING CERTAIN FLOOD CONTROL EASEMENTS ON PARCEL MAP 36828 TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

E. APPROVAL OF AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR DESIGN AND CONSTRUCTION OF THE JURUPA-PYRITE MDP LINE A-2, STAGE 1

1. Requested Action: That the City Council approve the agreement with Riverside County Flood Control and Water Conservation District (District) memorializing the mutual understanding with respect to design, construction, inspection, ownership, and operation and maintenance of Jurupa-Pyrite MDP Line A-2, Stage 1; and

2. That the City Council authorize the Mayor to sign the agreement in four (4) counterparts as requested by the District.

F. AGREEMENT WITH SANTA FE BUILDING MAINTENANCE FOR JANITORIAL SERVICES

1. Requested Action: That the City Council approve the Agreement by and between the City of Jurupa Valley and Guadalupe Medina, dba Santa Fe Building Maintenance; 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.

G. AWARD OF CONSTRUCTION AGREEMENT TO CT&T CONCRETE PAVING, INC. FOR THE 2018-2019 ADA IMPROVEMENTS PROJECT, CIP PROJECT NO. 18-B.1

1. Requested Action: That the City Council reject the first and second lowest bidders as being non-responsive or responsible;

2. Approve and award a construction agreement to the third lowest bidder, CT&T Concrete Paving, Inc., in the amount of $133,990 for the 2018-2019 ADA Improvements Project, for the work included in its proposal, and authorize the City Manager to execute the Agreement in substantially the form attached and in such final form as approved by the City Attorney; and
3. Authorize the City Manager to execute contract change orders not to exceed 10% of the total agreement, pursuant to requirements set forth in the agreement; and

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

H. APPROVAL OF FUNDS TO TENT CITY HALL FOR FUMIGATION OF TERMITES AND APPROVAL OF AGREEMENT

Requested Action: That the City Council approve funding for the tenting of City Hall for fumigation of termites from Orkin Pest Control; and authorize the City Manager to sign the agreement.

I. APPROVAL OF PARCEL MAP 36997 LOCATED ON THE EAST SIDE OF FLEETWOOD DRIVE SOUTH OF VIA RICARDO (ROSS FAMILY TRUST)

1. Requested Action: That the City Council approve Parcel Map 36997.

2. Authorize the Mayor and City Clerk to sign Parcel Map 36997.

J. ADOPTION OF RESOLUTIONS REGARDING THE ANNEXATION OF ZONE O (TR32723) TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED (“CITY OF JURUPA VALLEY L&LMD 89-1-C”), SOUTH OF AVLIS LANE AND VIAGGIO CIRCLE

1. That the City Council adopt Resolution No. 2019-76, entitled:


2. That the City Council adopt Resolution No. 2019-77, entitled:

3. That the City Council adopt Resolution No. 2019-78, entitled:


K. ADOPTION OF RESOLUTIONS REGARDING THE ANNEXATION OF ZONE 2-E (RUBIDOUX COMMERCIAL) TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED (“CITY OF JURUPA VALLEY L&L MD 89-1-C”) VOLUME 2, NORTH OF 20TH STREET AT CATERPILLAR COURT

1. Requested Action: That the City Council adopt Resolution No. 2019-79, entitled:


2. That the City Council adopt Resolution No. 2019-80, entitled:


3. That the City Council adopt Resolution No. 2019-81, entitled:

L. AGREEMENT FOR TRAFFIC STRIPING MAINTENANCE SERVICES WITH CHRISP COMPANY

1. Requested Action: That the City Council approve and authorize the Mayor to enter into a Professional Maintenance Agreement for Traffic Striping Maintenance Services between the City of Jurupa Valley and Chrisp Company for a two-year term, with three one-year extension periods at the option of the City; and


15. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

16. PUBLIC HEARINGS

A. PUBLIC HEARING REGARDING SUBMISSION OF THE 2018-2019 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR EXPENDITURES OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS


2. That the City Council adopt Resolution No. 2019-82, entitled:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING AND APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) AND AUTHORIZING SUBMISSION OF THE REPORT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
B. PUBLIC HEARING TO CONSIDER CALLING A SPECIAL ELECTION; DECLARING THE RESULTS OF THE ELECTION; AND APPROVING FORMATION AND LEVY OF SPECIAL TAXES FOR CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-002 (EMERALD RIDGE) GENERALLY LOCATED NORTH AND WEST OF AVALON STREET AND EAST OF CANAL STREET

1. Requested Action: That the City Council conduct the public hearing and take testimony, if any.

2. Following the public hearing, staff recommends that the City Council adopt Resolution No. 2019-83, entitled:

RESOLUTION OF FORMATION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, TO ESTABLISH CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-002 (EMERALD RIDGE), TO ESTABLISH AN APPROPRIATIONS LIMIT THEREFOR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN, AND TO SUBMIT THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT AND THE LEVY OF SPECIAL TAXES TO THE QUALIFIED ELECTORS THEREOF; AND

3. That the City Council adopt Resolution No. 2019-84, entitled:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, CALLING A SPECIAL ELECTION AND SUBMITTING TO THE QUALIFIED ELECTORS OF CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-002 (EMERALD RIDGE) PROPOSITIONS REGARDING THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT AND THE ANNUAL LEVY OF A SPECIAL TAX WITHIN THE COMMUNITY FACILITIES DISTRICT; AND

4. That the City Council adopt Resolution No. 2019-85, entitled:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, DECLARING THE RESULTS OF A SPECIAL ELECTION IN CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-002 (EMERALD RIDGE) AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN; AND

5. That the City Council conduct a first reading and introduce Ordinance No. 2019-14, entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-002 (EMERALD RIDGE) AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN

C. PUBLIC HEARING REGARDING THE ANNEXATION OF TERRITORY (ZONE L) TO THE CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED (THE “DISTRICT”) AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY; 42ND STREET AT FORT DRIVE AND TWINING STREET, AND RUBIDOUX BOULEVARD (FLABOB AIRPORT)

Requested Action: That the City Council adopt Resolution No. 2019-86, entitled:


D. PUBLIC HEARING REGARDING THE ANNEXATION OF TERRITORY (ZONE 2-D) TO THE CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED (THE “DISTRICT”) AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY; EAST OF IBERIA STREET AND WEST OF ETIWANDA AVENUE (SPACE CENTER)

Requested Action: That the City Council adopt Resolution No. 2019-87, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY (ZONE 2-D); LOCATED EAST OF IBERIA STREET AND WEST OF ETIWANDA AVENUE, 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 2020-21 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

17. COUNCIL BUSINESS

A. APPROVAL OF AGREEMENTS WITH REACH OUT AND THE JURUPA VALLEY CHAMBER OF COMMERCE FOR FY 2019/20 FUNDING

Requested Action: That the City Council approve the Reach Out and Jurupa Valley Chamber of Commerce Agreements for FY 2019/20 funding, and authorize the Mayor to execute the Agreements.

B. ADOPTION OF COMMUNITY SERVICE GRANTS FUNDING POLICY

Requested Action: That the City Council adopt Resolution No. 2019-88, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING THE COMMUNITY SERVICE GRANTS POLICY

C. INTRODUCTION OF ORDINANCE AMENDING SECTION 7.15.230 OF CHAPTER 7.15 OF TITLE 7 OF THE JURUPA VALLEY MUNICIPAL CODE TO CLARIFY PROCEDURES FOR APPEALS OF PLANNING DIRECTOR AND PLANNING COMMISSION DECISIONS ON APPLICATIONS FOR EXTENSIONS OF TIME FOR TENTATIVE MAPS AND TO MAKE CLERICAL REVISIONS CONSISTENT WITH THE SUBDIVISION MAP ACT, AND FINDING THAT THE MODIFICATIONS ARE EXEMPT FROM CEQA PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES

Requested Action: That the City Council conduct first reading and introduce Ordinance No. 2019-15, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING SECTION 7.15.230 (“EXPIRATION OF APPROVED TENTATIVE MAPS AND VESTING TENTATIVE MAPS - EXTENSION OF TIME”) OF CHAPTER 7.15 (“TENTATIVE MAPS”) OF TITLE 7 (“SUBDIVISIONS”) OF THE JURUPA VALLEY MUNICIPAL CODE CONCERNING APPEALS OF DECISIONS ON APPLICATIONS FOR EXTENSIONS OF TIME FOR TENTATIVE MAPS, MAKING CLERICAL REVISIONS CONSISTENT WITH THE SUBDIVISION MAP ACT, AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061(B)(3) OF THE CEQA GUIDELINES

18. CITY ATTORNEY’S REPORT

19. COUNCIL MEMBER REPORTS AND COMMENTS
20. ADJOURNMENT

Adjourn to the Regular Meeting of October 3, 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
August 15, 2019

The meeting was held at the City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509

1. 7:00 P.M. - CALL TO ORDER AND ROLL CALL FOR REGULAR SESSION

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

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

2. INVOCATION was given by Chaplin Themba Mzizi, Riverside County Sheriff’s Department.

3. PLEDGE OF ALLEGIANCE was led by Mayor Pro Tem Anthony Kelly, Jr.

4. APPROVAL OF AGENDA

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

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

MOMENT OF SILENCE

Mayor Berkson called for a Moment of Silence to honor California Highway Patrol Officer Andre Moye, Jr., who was killed during a traffic stop in Riverside.

5. PRESENTATIONS

6. PUBLIC APPEARANCE/COMMENTS

Steve Ginn voiced concern about speeding on Troth Street, stating that there have been a number of accidents. He added that there are no sidewalks and it is unsafe for children walking to school. He asked if the City could install speed bumps to help control speeding motorists.
Mayor Berkson asked Staff to work with the Sheriff’s Department to get extra patrols in this area. He requested that Staff forward Mr. Ginn’s concerns to the Traffic Safety Committee to find a more permanent solution.

Keri Dempster referred to a letter sent on July 26, 2019 from their attorney that addresses some concerns from the August 1, 2019 Council meeting regarding the GM Gas station and a determination of public convenience or necessity for a CUP. She asked for reconsideration for the project as the Planning Commission supported their project and it is not in an over-concentrated area according to the Department of Alcoholic Beverage Control (ABC). She stated that their direct competitor is less than 300 feet away and received support from the Council. She added that they have community support from their customers; they have upgraded to an Extra Mile; and they contribute tax dollars to the community.

7. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

Mayor Pro Tem Anthony Kelly announced that the Experimental Aircraft Association will host free air flights to future aviators ages 8 through 17 at Flabob Airport. They also offer free tutoring and athletic training in partnership with SkyRaider CrossFit.

Council Member Micheal Goodland announced that he was pleased to meet with Dr. Monica Green, the new interim President of Norco College. He noted that Norco College is working on several strategic initiatives and they are very interested in creating a more inclusive relationship with the community.

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

A. MAYOR PRO TEM ANTHONY KELLY, JR.
   1. Mayor Pro Tem Kelly gave an update on the Northwest Mosquito and Vector Control District meeting of August 15, 2019.

B. COUNCIL MEMBER CHRIS BARAJAS

C. COUNCIL MEMBER MICHEAL GOODLAND
   2. Council Member Goodland gave an update on the Healthy Jurupa Valley Community meeting of August 6, 2019.
9. CITY MANAGER’S UPDATE

Alan Kreimeier, Interim City Manager, suggested that the September 5, 2019 Council meeting be cancelled as Mayor Berkson and Council Member Chris Barajas will be absent due to their attendance at the Riverside Transmission Reliability Project hearing. He suggested that a special Council meeting be scheduled for Thursday, August 29, 2019 to consider candidates for the City Manager position. He gave an update on the new City website and the new Accela software that will automate the City’s permitting process. He announced that Downey Park has been re-opened effective today.

Mayor Brian Berkson suggested adding more permanent signs to the Downey Park site that will warn visitors about possible contaminants in the water.

By consensus, the City Council cancelled the September 5, 2019 Council meeting and scheduled a Special meeting for August 29, 2019 at 6:00 p.m.

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

10. APPROVAL OF MINUTES

A. AUGUST 1, 2019 REGULAR MEETING

A motion was made by Mayor Pro Tem Anthony Kelly, seconded by Council Member Lorena Barajas, to approve the Minutes of the August 1, 2019 Regular Meeting.

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

11. CONSENT CALENDAR

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

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

B. CONSIDERATION OF CHECK REGISTER IN THE AMOUNT OF $3,154,835.00

Requested Action: That the City Council ratify the check registers dated July 25, and August 1 as well as the payroll registers dated July 31, 2019.
C. ADOPTION OF RESOLUTION DENYING DETERMINATION OF PUBLIC CONVENIENCE OR NECESSITY NO. 19002 AND DENYING CONDITIONAL USE PERMIT NO. 18010 (COLLECTIVELY, MA NO. 18224) TO ALLOW THE SALE OF BEER AND WINE FOR OFF-PREMISES CONSUMPTION AT AN EXISTING CHEVRON GAS STATION AND CONVENIENCE STORE LOCATED ON THE NORTHWEST CORNER OF VAN BUREN BOULEVARD AND JURUPA ROAD

Requested Action: That the City Council pass and adopt Resolution No. 2019-74, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, GRANTING AN APPEAL OF AND REVERSING THE PLANNING COMMISSION’S DETERMINATION OF PUBLIC CONVENIENCE OR NECESSITY NO. 19002 AND APPROVAL OF CONDITIONAL USE PERMIT NO. 18010 (COLLECTIVELY, MA NO. 18224) TO ALLOW THE SALE OF BEER AND WINE FOR OFF-PREMISES CONSUMPTION AT AN EXISTING CHEVRON GAS STATION AND CONVENIENCE STORE LOCATED IN CENSUS TRACT 404.03 AT 9267 JURUPA ROAD (APN: 167-160-044) IN THE SCENIC HIGHWAY COMMERCIAL (C-P-S) ZONE, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA GUIDELINE SECTION 15270(A)

D. ADOPTION OF RESOLUTION OF INTENTION TO ESTABLISH CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-002 (EMERALD RIDGE) GENERALLY LOCATED NORTH AND WEST OF AVALON STREET AND EAST OF CANAL STREET

Requested Action: That the City Council pass and adopt Resolution No. 2019-70, entitled:

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY TO ESTABLISH THE CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-002 (EMERALD RIDGE) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-002 (EMERALD RIDGE)

E. FIRST AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND EPIC LAND SOLUTIONS, INC. FOR RIGHT-OF-WAY APPRAISAL AND ACQUISITION SERVICES FOR THE LIMONITE AVENUE WIDENING, BAIN TO HOMESTEAD PROJECT, CIP PROJECT NO. 17-B-2
Requested Action: That the City Council approve the attached First Amendment to Professional Consultant Services Agreement between the City of Jurupa Valley and Epic Land Solutions, Inc. and authorize the City Manager to execute the Agreement in substantially the form attached and in such final form as approved by the City Attorney.

F. ADOPTION OF RESOLUTIONS REGARDING THE ANNEXATION OF ZONE 2-D (SPACE CENTER) 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, 11100 IBERIA STREET & 11200 IBERIA STREET

1. Requested Action: That the City Council pass and adopt Resolution No. 2019-71, entitled:


2. That the City Council pass and adopt Resolution No. 2019-72, entitled:


3. That the City Council pass and adopt Resolution No. 2019-73, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY DECLARING ITS INTENTION TO ANNEX TERRITORY TO THE CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED AS ZONE 2-D AND TO LEVY AND COLLECT
ASSESSMENTS WITHIN SUCH TERRITORY FOR FISCAL YEAR 2020-2021 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION AND APPOINTING A TIME AND PLACE FOR HEARING PROTESTS

G.  APPROVAL OF AN AGREEMENT WITH T & B PLANNING, INC. FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE “RUBIDOUX COMMERCE PARK” PROJECT, CASE NUMBER: MA 17132 (PROFICIENCY RUBIDOUX, LLC) – REMOVED FROM THE CONSENT CALENDAR FOR FURTHER DISCUSSION

Requested Action: That the City Council approve the Agreement for Consulting Services with T & B Planning, Inc. for the completion of an Environmental Impact Report (EIR) for the proposed Rubidoux Commerce Park project in an amount not to exceed $303,293.70 to be funded entirely by an advance deposit made by Proficiency Rubidoux, LLC, the “applicant”, sufficient to cover completion of the EIR document and authorize the City Manager to sign the Agreement on the City Council’s behalf.

H.  AUTHORIZATION OF TRAVEL FOR ATTENDANCE AT EVIDENTIARY HEARING IN SAN FRANCISCO FOR RIVERSIDE TRANSMISSION RELIABILITY PROJECT

That the City Council authorize travel expenditures for City witnesses, personnel and attorneys to attend and testify at the evidentiary hearing before the Administrative Law Judge for the California Public Utilities Commission in the proceedings for the Riverside Transmission Reliability Project (RTRP) as described in the Agenda Report.

A motion was made by Council Member Micheal Goodland, seconded by Council Member Lorena Barajas, to approve the Consent Calendar, with the exception of Item No. 11.G, which was removed for further discussion.

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

12. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR
11.G. APPROVAL OF AN AGREEMENT WITH T & B PLANNING, INC. FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE “RUBIDOUX COMMERCE PARK” PROJECT, CASE NUMBER: MA 17132 (PROFICIENCY RUBIDOUX, LLC)

Council Member Chris Barajas requested that Item 11.G be removed from the Consent Calendar for further discussion. He suggested that this item was initially reviewed back in 2018. Since that time a residential development has been approved which is not compatible with a distribution center. He suggested that this item be continued to the September 19, 2019 meeting.

Discussion followed concerning the developer’s process and whether the developer would move forward with an Environmental Impact Report if there is no guarantee that the project will be approved.

Further discussion followed.

By consensus, the City Council tabled this item and directed staff to schedule a future Council Workshop to evaluate the project which will allow the applicant to decide whether to move forward with their investment.

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

13. PUBLIC HEARINGS

14. COUNCIL BUSINESS

A. AN ORDINANCE ESTABLISHING REGULATIONS APPLICABLE TO THE LOCATION AND INSTALLATION OF SMALL WIRELESS FACILITIES IN PUBLIC RIGHTS-OF-WAY, AMENDING THE JURUPA VALLEY MUNICIPAL CODE, AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061(b)(3) OF THE CEQA GUIDELINES

Timothy Jonasson, Senior Manager, Development Services & Economic Development, presented the staff report.

Further discussion followed.

Brendan Kearns, Deputy City Attorney provided additional information and clarified the FCC’s regulations.
Michelle Brower, representing Verizon, provided additional information on how they determine sites and what infrastructure is available. She cautioned that allowing multiple carriers to be located on the same pole could lead to a much higher and much wider pole which defeats the purpose of being a small cell. She offered to answer any questions.

Betty Anderson stated that the Jurupa Community Services District owns a great majority of the street light poles in the City of Jurupa Valley. She suggested that a cooperative plan be put in place to ensure the JCSD is fairly compensated when the City collects its permit fees.

Discussion followed regarding the permitting process and the ownership of the light poles.

Timothy Jonasson responded that SCE owns approximately 500 of the 3,300 poles in the City and the Districts own the remainder.

Further discussion followed regarding design guidelines.

Mayor Berkson stated that the City has very little discretion over the approval process and he does not believe that the current ordinance is strong enough. He suggested tighter regulations for antenna locations, design, and the number of facilitators on a pole.

Further discussion followed.

City Attorney Peter Thorson clarified that the ordinance can be strengthened and brought back; however, he suggested adopting the urgency ordinance in the interim, to ensure there are some regulations in place.

Further discussion followed.

A motion was made by Mayor Pro Tem Anthony Kelly, seconded by Council Member Chris Barajas, to adopt Urgency Ordinance No. 2019-12, entitled:

AN URGENCY ORDINANCE OF THE CITY OF JURUPA VALLEY ESTABLISHING REGULATIONS APPLICABLE TO THE LOCATION AND INSTALLATION OF SMALL WIRELESS FACILITIES IN PUBLIC RIGHTS-OF-WAY, AMENDING THE JURUPA VALLEY MUNICIPAL CODE, AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061(b)(3) OF THE CEQA GUIDELINES

Ayes: C. Barajas, L. Barajas, B. Berkson, M. Goodland, A. Kelly
Noes: None
Absent: None
18. CITY ATTORNEY’S REPORT

City Attorney Peter Thorson had no report.

19. COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Chris Barajas referenced Council Member Goodland’s suggestion that the Council support a resolution declaring October 2nd as Clean Air Day. He noted that Western Riverside Council of Governments will host a free tree-planting ceremony for those cities who adopt such a resolution.

Mayor Pro Tem Anthony Kelly suggested that Staff look into the fire that occurred at Ina Arbuckle Elementary School near the playground.

Mayor Berkson announced that he and Council Member Chris Barajas will travel to San Francisco for the CPUC hearing on the Riverside Transmission Reliability project.

20. ADJOURNED IN MEMORY

Mayor Berkson adjourned the meeting in memory of California Highway Patrol Officer Andre Moye, Jr. He conveyed condolences to his family on behalf of the City Council.

There being no further business before the City Council, Mayor Berkson adjourned the meeting at 8:44 p.m.

The next meeting of the Jurupa Valley City Council will be held September 19, 2019 at 7:00 p.m. at the City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509.

Respectfully submitted,

Victoria Wasko, CMC
City Clerk
MINUTES
OF THE SPECIAL MEETING
OF THE JURUPA VALLEY CITY COUNCIL
August 29, 2019

The meeting was held at the former Sam’s Western Wear Building, City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509

1. 6:00 PM - CALL TO ORDER AND ROLL CALL

- 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 special meeting to order at 6:04 p.m.

2. PLEDGE OF ALLEGIANCE was led by Council Member Lorena Barajas.

3. APPROVAL OF AGENDA

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

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

4. PUBLIC APPEARANCE/COMMENTS

George Ruiz voiced concern that the Riverside County Transportation Commission is considering a proposal to convert an existing carpool lane on the 91 Freeway to a Toll lane. He stated that if this goes through it would be like charging residents twice for a road the taxpayers have already paid for. He urged the Council to study this proposal and become informed about the scope of this project.

5. AN ORDINANCE OF THE CITY OF JURUPA VALLEY ESTABLISHING REGULATIONS APPLICABLE TO THE LOCATION AND INSTALLATION OF SMALL WIRELESS FACILITIES IN PUBLIC RIGHTS-OF-WAY, AMENDING THE JURUPA VALLEY MUNICIPAL CODE, AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061(b)(3) OF THE CEQA GUIDELINES

Brendan Kearns, Deputy City Attorney, presented the staff report. Mr. Kearns pointed out that the proposed ordinance includes a slight modification that would change Section 13.30.050 to reflect that each applicant/permittee shall pay a one-time fee for permit review and inspection services for each small wireless facility.
Further discussion followed.

Mayor Berkson indicated that there may be times when a pole has been abandoned in the public right of way and he would support adding language to the ordinance that allows the collection of fees to the extent that the owner can be identified.

Discussion followed concerning design guidelines.

Michelle Brower representing Verizon stated that Verizon has reached out to the Jurupa Community Services District to ensure they have an agreement and approved design guidelines. She noted that the City of Eastvale has adopted three different designs; two for AT&T and one for Verizon. She encouraged staff to keep the designs flexible as technology and demands change. She offered to answer any questions.

Mayor Pro Tem Anthony Kelly asked whether the ordinance could limit small wireless facilities in residential areas.

Discussion followed regarding the Federal Communication Commission’s (FCC) regulations and the health effects of radio frequency emissions.

George Wentz, Deputy City Manager pointed out that the Ordinance includes language related to a requirement that the applicant meet all FCC regulations concerning radio frequency emissions.

City Attorney Peter Thorson stated that the use of 5G technology has triggered new studies on the health effects of 5G networks and the FCC is being asked to provide updates about potential health risks. He offered to monitor those studies and bring back any new legislation as a result.

Mayor Berkson suggested adding a limit of small wireless facilities once a certain capacity has been reached.

Further discussion followed.

At the request of Mayor Berkson, Deputy City Attorney Brendan Kearns summarized the pros and cons of adopting the proposed ordinances.

A motion was made by Council Member Chris Barajas, seconded by Council Member Lorena Barajas, to introduce Ordinance No. 2019-11, as modified to reflect the changes in the fees under Section 13.30.050 and if the streetlight pole is owned by the City or the owner cannot be identified, then each applicant/permittee shall also pay recurring fees per each small wireless facility.

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ESTABLISHING REGULATIONS APPLICABLE TO THE LOCATION AND INSTALLATION OF SMALL WIRELESS FACILITIES IN PUBLIC RIGHTS-OF-
WAY, AMENDING THE JURUPA VALLEY MUNICIPAL CODE, AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061(b)(3) OF THE CEQA GUIDELINES

A motion was made by Council Member Lorena Barajas, seconded by Council Member Micheal Goodland, to adopt Urgency Ordinance No. 2019-13, entitled:

AN URGENCY ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ESTABLISHING REGULATIONS APPLICABLE TO THE LOCATION AND INSTALLATION OF SMALL WIRELESS FACILITIES IN PUBLIC RIGHTS-OF-WAY, AMENDING THE JURUPA VALLEY MUNICIPAL CODE, AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061(b)(3) OF THE CEQA GUIDELINES

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

6. CONVENE TO CLOSED SESSION

7. CLOSED SESSION

A. PUBLIC COMMENTS PERTAINING TO CLOSED SESSION ITEM

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 the 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 City Manager. No action will be taken on an appointment at this meeting.

8. RECONVENE IN OPEN SESSION

A. ANNOUNCEMENT OF ANY REPORTABLE ACTIONS IN CLOSED SESSION

Mayor Berkson announced that there were no reportable actions taken.
9. ADJOURNMENT

There being no further business before the City Council, Mayor Berkson adjourned the meeting at 8:47 p.m.

The next meeting of the Jurupa Valley City Council will be held September 19, 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: SEPTEMBER 19, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ALAN KREIMEIER, INTERIM CITY MANAGER

BY: CONNIE CARDENAS, INTERIM ADMINISTRATIVE SERVICES DIRECTOR

SUBJECT: AGENDA ITEM NO. 14.B

CHECK REGISTERS

RECOMMENDATION

That the City Council ratify the check registers dated August 9,15,22,29, and September 6 as well as the payroll registers dated August 5, 14, 28 and September 5, 2019.

The City Council of the City of Jurupa Valley authorizes expenditures through the annual budget process. The FY 2019-20 Budget was adopted on June 6, 2019. 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 August 9, 2019 included an $8,764.59 payment along with the check register dated September 06, 2019 which included payment in the amount of $524.65 to Chase Card Services. The Statement, with purchase details, is attached herewith.

OTHER INFORMATION

None.

FINANCIAL IMPACT

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08/22/19   $ 1,066,006.71  
08/29/19   $  384,974.16  
09/06/19   $  203,453.38  

Payroll registers:  
08/05/19   $    3,211.27  
08/14/19   $   63,856.10  
08/28/19   $   49,458.95  
09/05/19   $    3,211.27  

TOTAL   $  2,515,468.99  

ALTERNATIVES  

1. Not ratify the attached check registers.  

Prepared by:  

Connie Cardenas  
Interim Administrative Services Director  

Submitted by:  

Alan Kreimeier  
Interim City Manager  

Attachments:  

1. Check registers dated August 9,15,22,29 and September 06, 2019.  
2. Payroll Registers dated August 5, 14, 28 and September 05, 2019.  
3. Chase Card Statements
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Grand Total All Checks: 51,200.01
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Grand Total All Checks: 384,974.16
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<td>Vendor</td>
<td>Invoice</td>
<td>Inv Date</td>
<td>Description</td>
<td>Amount Paid</td>
<td>Check Total</td>
</tr>
<tr>
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<td>00883</td>
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<td>8/19/19 KEY CARD SYSTEM II</td>
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Sub total for CHASE BANK: 203,453.38
22 checks in this report.

Grand Total All Checks: $203,453.38
## ACCOUNT ACTIVITY

<table>
<thead>
<tr>
<th>Date of Transaction</th>
<th>Merchant Name or Transaction Description</th>
<th>$ Amount</th>
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<tbody>
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<td>07/10</td>
<td>Payment ThankYou Image Check</td>
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<tr>
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<td>ALAN L KREIMEIER</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TRANSACTIONS THIS CYCLE (CARD 4990)</td>
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</tr>
<tr>
<td></td>
<td>INCLUDING PAYMENTS RECEIVED</td>
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<tr>
<td>08/21</td>
<td>Amazon Mktp U6*MOSVP5D80 Amzn.com/bill WA</td>
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<td>08/28</td>
<td>Amazon.com*MH7KR2NO1 Amzn.com/bill WA</td>
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<td>09/26</td>
<td>Amazon Prime Amzn.com/bill WA - Monthly Subscription</td>
<td>14.00</td>
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<td>07/01</td>
<td>COSTCO WHSE#1817 EASTVALE CA supply for city council mtg.</td>
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<td>07/04</td>
<td>FEDEX 48392491 MEMPHIS TN - Postage</td>
<td>74.86</td>
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<td>07/11</td>
<td>5.11 &quot;ACTICAL.COM ECOM 611TACTICAL.CA&quot; Sheriff Uniform Gear</td>
<td>284.42</td>
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<tr>
<td>07/12</td>
<td>NEOGOV <a href="HTTPS://WWW.NEOG.CA">HTTPS://WWW.NEOG.CA</a> software subscription</td>
<td>6,533.00</td>
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<tr>
<td>07/12</td>
<td>Dropbox*Q1KF25D651L-988-4669396 CA Annual corp.</td>
<td>720.00</td>
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<td>07/15</td>
<td>CORONA CHAMBER OF COMM 8008289171 CA Luncheon/M.Goodland</td>
<td>90.00</td>
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<td>07/17</td>
<td>CALIFORNIA SOCIETY OF MUN 916-2312137 CA Staff Training</td>
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<td>ICSC 646-728-3800 NY Registration Fees</td>
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<td>07/18</td>
<td>COSTCO WHSE#1817 EASTVALE CA supply for city event</td>
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<td>TERRI ROLLINGS</td>
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<td></td>
<td>TRANSACTIONS THIS CYCLE (CARD 4916)</td>
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<tr>
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<td>$895.95</td>
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<tr>
<td>07/02</td>
<td>MICROSOFT*OFFICE 365 MSBILL.INFO WA</td>
<td>-189.36</td>
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<td></td>
<td>GARY THOMPSON</td>
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<td>$189.36</td>
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</table>

### 2019 Totals Year-to-Date

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total fees charged in 2019</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Interest charged in 2019</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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.

### Balance Type

<table>
<thead>
<tr>
<th>Balance Type</th>
<th>Annual Percentage Rate (APR)</th>
<th>Balance Subject To Interest Rate</th>
<th>Interest Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>PURCHASES</td>
<td>16.49%(v)(d)</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>Cash Advances</td>
<td>26.49%(v)(d)</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>BALANCE TRANSFERS</td>
<td>15.49%(v)(d)</td>
<td>-0-</td>
<td>-0-</td>
</tr>
</tbody>
</table>

(v) = Variable Rate  
(d) = Daily Balance Method (including new transactions)  
(s) = Average Daily Balance Method (excluding 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.
ACCOUNT ACTIVITY

Date of Transaction | Merchant Name or Transaction Description | $ Amount
--- | --- | ---
08/12 | Payment Thank You Image - Check Alan L Kreimeier TRANSACTIONS THIS CYCLE (CARD 4090) $3774.59 INCLUDING PAYMENTS RECEIVED | -3,784.39
07/22 | ICSC NEW YORK NY Reimbursement | -210.00
09/20 | ZEBRATECHNOLOGIES INTL 847-834-8700 IL Reimbursement/sheriff Dept. | -268.84
07/24 | APLiTUNES.COM/BILL 888-712-7783 CA Monthly Subscription | 9.99
07/25 | FEDEX 4853088582 MEMPHIS TN Postage | 29.20
07/26 | Amazon Prime Amzn.com/bill WA Monthly Subscription | 14.00
08/01 | PANERA BREAD #601249 RIVERSIDE CA Parade meeting | 71.23
08/08 | 4AllPromos 866-732-3386 CT Supply for city event | 482.18
09/13 | AMZN Mktp US*MA7MN5ON0 Amzn.com/bill WA Equipment for cta event. | 215.50
09/19 | STEALTHANGEL7772107911 HTTPS://WWW.STEA.CA TERRI ROLLINGS TRANSACTIONS THIS CYCLE (CARD 4916) $524.65 | 195.00

2019 Totals Year-to-Date

| Total fees charged in 2019 | $0.00 |
| Total interest charged in 2019 | $0.00 |

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

INTEREST CHARGES

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

Balance Type | Annual Percentage Rate (APR) | Balance Subject To Interest Rate | Interest Charges
--- | --- | --- | ---
PURCHASES | 15.24% (v)(d) | 0% | 0%
Cash Advances | 26.24% (v)(d) | 0% | 0%
BALANCE TRANSFERS | 15.24% (v)(d) | 0% | 0%

(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.
# CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 08/05/19: $3,211.27

## TRANSACTION SUMMARY

<table>
<thead>
<tr>
<th>TRANSACTION TYPE</th>
<th>TOTAL ELECTRONIC FUNDS TRANSFER (EFT)</th>
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</thead>
<tbody>
<tr>
<td>Cash Required</td>
<td>3,211.27</td>
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<tr>
<td>Negotiable Checks &amp; EFT</td>
<td>3,211.27</td>
</tr>
<tr>
<td>Total Remaining Deductions / Withholdings / Liabilities</td>
<td>4,349.89</td>
</tr>
<tr>
<td>Cash Required for Check Date 08/05/19</td>
<td>7,561.16</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>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/02/19</td>
<td>JPMORGAN CHASE BANK</td>
<td>xxxxx8176</td>
<td>Direct Deposit</td>
<td>Net Pay Allocations</td>
<td>2,881.61</td>
<td>2,881.61</td>
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<tr>
<td>08/05/19</td>
<td>JPMORGAN CHASE BANK</td>
<td>xxxxx8176</td>
<td>Taxpay®</td>
<td>Employee Withholdings</td>
<td>EFT FOR 08/02/19</td>
<td>2,881.61</td>
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<td>CA Disability</td>
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<td>Total Withholdings</td>
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<td>TOTAL EFT</td>
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**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>
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<tbody>
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<td>Employee Deductions</td>
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<td>TO-PIA DEN EE PRE</td>
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<td>Total Deductions</td>
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Run Date: 08/01/19 11:16 AM
Cash Requirements Page 1 of 2
Period Start - End Date: 07/01/19 - 07/31/19
Check Date: 08/05/19
CASHREQ
# CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 08/14/19: $63,856.10

## TRANSACTION SUMMARY

<table>
<thead>
<tr>
<th>TOTAL ELECTRONIC FUNDS TRANSFER (EFT)</th>
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</thead>
<tbody>
<tr>
<td>CASH REQUIRED FOR NEGOTIABLE CHECKS &amp;/OR EFT</td>
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<tr>
<td>TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES</td>
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<td>CASH REQUIRED FOR CHECK DATE 08/14/19</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>
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<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>08/13/19</td>
<td>JPMORGAN CHASE BANK</td>
<td>xxxxxx8175</td>
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<td>08/14/19</td>
<td>JPMORGAN CHASE BANK</td>
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<td>Taxpay®</td>
<td>Employee Withholdings</td>
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<td><strong>Total Liabilities</strong></td>
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</tbody>
</table>

**EFT FOR 08/13/19**

**EFT FOR 08/14/19**

**TOTAL EFT**

63,856.10

## 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>
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<td>08/14/19</td>
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<td>Employee Deductions</td>
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<td>401A Contributions</td>
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<tr>
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<td></td>
<td>401a EE Pretax</td>
<td>3,343.60</td>
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<td>457b EE Catch Up</td>
<td>230.75</td>
</tr>
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<td>457b EE Pretax</td>
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<td></td>
<td>EE Pretax FSA</td>
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<td></td>
<td>EE Pretax Other Ins</td>
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<td></td>
<td>Med FSA EE Pretax</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>TO-PIA DEN EE PRE</td>
<td>592.98</td>
</tr>
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**TOTAL**

63,856.10

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Cash Requirements
Page 1 of 2
CASHREQ
# CASH REQUIREMENTS

**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 08/28/19: $49,458.95**

## TRANSACTION SUMMARY

<table>
<thead>
<tr>
<th>TOTAL ELECTRONIC FUNDS TRANSFER (EFT)</th>
<th>49,458.95</th>
</tr>
</thead>
<tbody>
<tr>
<td>CASH REQUIRED FOR NEGOTIABLE CHECKS &amp;/OR EFT</td>
<td>49,458.95</td>
</tr>
<tr>
<td>TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES</td>
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<tr>
<td>CASH REQUIRED FOR CHECK DATE 08/28/19</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>
</tr>
</thead>
<tbody>
<tr>
<td>08/27/19</td>
<td>JPMORGAN CHASE BANK,</td>
<td>xxxxx8175</td>
<td>Direct Deposit</td>
<td>Net Pay Allocations</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EFT FOR 08/27/19</td>
<td>38,676.34</td>
</tr>
<tr>
<td>08/28/19</td>
<td>JPMORGAN CHASE BANK,</td>
<td>xxxxx8176</td>
<td>Taxpay®</td>
<td>Employee Withholdings Medicare</td>
<td>822.78</td>
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<td>Fed Income Tax</td>
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<td>CA Disability</td>
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<td>Total Withholdings</td>
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<td>Employer Liabilities Medicare</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>
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<td>TOTAL EFT</td>
<td>49,458.95</td>
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</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>08/28/19</td>
<td>Refer to your records for account Information</td>
<td>Payroll</td>
<td>Employee Deductions</td>
<td>1,962.85</td>
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<td></td>
<td>401A Contributions</td>
<td>3,595.44</td>
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</tr>
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<td>401a EE Pretax</td>
<td>230.75</td>
<td></td>
</tr>
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<td></td>
<td></td>
<td></td>
<td>457b EE Catch Up</td>
<td>2,302.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td>180.77</td>
<td></td>
</tr>
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<td></td>
<td></td>
<td>EE Pretax FSA</td>
<td>19.23</td>
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</tr>
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<td>Med FSA EE Pretax</td>
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<td>Other Items 401a ER</td>
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</tbody>
</table>
# CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 09/05/19: $3,211.27

## TRANSACTION SUMMARY

<table>
<thead>
<tr>
<th>Summary by Transaction Type</th>
<th>Total Electronic Funds Transfer (EFT)</th>
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</thead>
<tbody>
<tr>
<td>Cash Required for Negotiable Checks &amp;/or EFT</td>
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<tr>
<td>Total Remaining Deductions / Withholdings / Liabilities</td>
<td>4,349.69</td>
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<td>Cash Required for Check Date 09/05/19</td>
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</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>09/04/19</td>
<td>JPMorgan Chase Bank, xxxxx8175</td>
<td>Direct Deposit</td>
<td>Net Pay Allocations</td>
<td>2,881.60</td>
<td></td>
</tr>
<tr>
<td>09/05/19</td>
<td>JPMorgan Chase Bank, xxxxx8175</td>
<td>Taxpay®</td>
<td>Employee Withholdings</td>
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<td></td>
<td></td>
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<td>Medicare</td>
<td>97.76</td>
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<td></td>
<td></td>
<td></td>
<td>Fed Income Tax</td>
<td>28.33</td>
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</tr>
<tr>
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<td></td>
<td></td>
<td>CA Disability</td>
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<td>Total Withholdings</td>
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<td>Employer Liabilities</td>
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<td>Medicare</td>
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<td>CA Unemployment</td>
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<td>CA Emp Train</td>
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<td>Total Liabilities</td>
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<td>09/05/19</td>
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<td>2,881.60</td>
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</tr>
</tbody>
</table>

**Total EFT** - 3,211.27

**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>09/05/19</td>
<td>Refer to your records for account information</td>
<td>Payroll</td>
<td>Employee Deductions</td>
<td>4,124.89</td>
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<tr>
<td></td>
<td></td>
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<td>457b EE Pretax</td>
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<tr>
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<td>EE Post-Tax Other In</td>
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<tr>
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<td>EE Pretax FSA</td>
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<tr>
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<td></td>
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<td>EE Pretax Other Ins</td>
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<td></td>
</tr>
<tr>
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<td></td>
<td></td>
<td>TO-PIA DEN EE PRE</td>
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</tr>
</tbody>
</table>

**Total** - 4,124.89

---

0079 A790-39990 City Of Jurupa Valley
Run Date 09/03/19 11:44 AM

Cash Requirements
Page 1 of 2
CASHREQ
ORDINANCE NO. 2019-11

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ESTABLISHING REGULATIONS APPLICABLE TO THE LOCATION AND INSTALLATION OF SMALL WIRELESS FACILITIES IN PUBLIC RIGHTS-OF-WAY, AMENDING THE JURUPA VALLEY MUNICIPAL CODE, AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061(b)(3) OF THE CEQA GUIDELINES

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

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


(b) The Report and Order purports to give providers of wireless services rights to utilize public rights-of-way and to attach so-called “small wireless facilities” to public infrastructure including infrastructure of the City of Jurupa Valley, subject to payment of “presumed reasonable”, non-recurring and recurring fees. The ability of local agencies to regulate use of their rights-of-way is substantially limited under the Report and Order.

(c) Notwithstanding the limitations imposed on local regulation of small wireless facilities in public rights-of-way by the Report and Order, local agencies retain the ability to regulate the aesthetics of small wireless facilities, including location, compatibility with surrounding facilities, spacing, and overall size of the facility, provided the aesthetic requirements are: (i) “reasonable”, i.e., “technically feasible and reasonably directed to avoiding or remedying the intangible public harm or unsightly or out-of-character deployments”; (ii) “objective”, i.e., they “incorporate clearly-defined and ascertainable standards, applied in a principled manner”; and (iii) published in advance. Regulations that do not satisfy the foregoing requirements are likely to be subject to invalidation, as are any other regulations that “materially inhibit wireless service” (e.g., overly restrictive spacing requirements).

(d) Local agencies also retain the ability to regulate small wireless facilities in the public rights-of-way in order to more fully protect the public health and safety, ensure continued quality of telecommunications services, and safeguard the rights of consumers.

(e) It is the intent of the City Council in adopting this Ordinance to supersede regulations of the City that conflict with the Report and Order, and to establish consistent regulations governing deployment of small wireless facilities in the public rights-of-way, in order to more fully protect the public health, safety, and welfare. The City Council declares that it adopts this Ordinance with the understanding that the City expressly reserves all rights to re-enact and/or establish new regulations consistent with State and federal law as it existed prior to
adoption of the Report and Order in the event the Report and Order is invalidated, modified, or limited in any way.

Section 2. Amendment to Section 9.275.020., Exclusions. Section 9.275.020., Exclusions, of Chapter 9.275, Wireless Communication Facilities, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amendment to read as follows:

“Sec. 9.275.020. - Exclusions.

This chapter shall not apply to the following:

(1) Any tower or antenna that is less than one hundred and five (105) feet in total height and that is owned and operated by a federally-licensed amateur radio station operator;

(2) This chapter shall also not apply to any tower or antenna used for commercial radio or television purposes; and

(3) Any small wireless facility, as defined in section 13.30.020.”

Section 3. Addition of Chapter 13.30, Regulations of Small Wireless Facilities in the Public Rights-of-Way. A new Chapter 13.30 is hereby added to Title 13 of the Jurupa Valley Municipal Code to read as follows:

“CHAPTER 13.30
REGULATION OF SMALL WIRELESS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY

Sections:

13.30.010 Purpose.
13.30.020 Definitions.
13.30.030 Installation requirements for small wireless facilities.
13.30.040 Permit required.
13.30.050 Fees.

Sec. 13.30.010. - Purpose.

The City Council of the City of Jurupa Valley expressly finds that the installation of small wireless facilities in City rights-of-way requires City regulation, consistent with State and federal law as it currently exists, in order to more fully protect the public health and safety, preserve and protect the City’s aesthetic interests, protect City infrastructure and other public facilities, and provide for the orderly deployment of small wireless facilities in order to ensure the continued quality of telecommunication services to the public.

The City Council further finds that regulations established herein are not intended to, nor shall they be interpreted or applied to:
(1) Prohibit or effectively prohibit any personal wireless service provider’s ability to provide personal wireless services;

(2) Prohibit or effectively prohibit any personal wireless service provider’s ability to provide any interstate or intrastate telecommunications service, subject to any competitively neutral and nondiscriminatory rules or regulations;

(3) Unreasonably discriminate among providers of functionally equivalent services;

(4) Deny any request for authorization to place, construct or modify personal wireless service facilities on the basis of environmental effects of radio frequency emissions to the extent that such facilities comply with the Federal Communication Commission’s regulations concerning such emissions;

(5) Prohibit any collocation or modification that the City may not deny under federal or State law;

(6) Impose any unfair, unreasonable, discriminatory or arbitrary fees that exceed the reasonable cost to provide the services for which the fee is charged; or

(7) Otherwise authorize the City to act in conflict with any applicable federal or State law or regulation.

Sec. 13.30.020. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administrative Review means ministerial review of an application by the City relating to the review and issuance of a permit, including review by the Planning Director and City Engineer to determine whether the issuance of a Permit is in conformity with the applicable provisions of this chapter.

Antenna means communications equipment that transmits and/or receives electromagnetic radio frequency signals used in the provision of Wireless Services. This definition does not apply to broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

Applicant means any person who submits an application under this chapter.

Application means a written request, on a form provided by the City, for a SWF permit.

City means the City of Jurupa Valley.
Collocate means to install or mount a SWF in the PROW on infrastructure, an existing support structure, an existing tower, a utility-owned structure, or an existing pole to which another SWF is attached at the time of the application. Collocation has a corresponding meaning.

Communications Facility means, collectively, the equipment at a fixed location or locations within the PROW that enables communications services, including: (i) radio transceivers, antennas, coaxial, fiber-optic or other cabling, power supply (including backup battery), and comparable equipment, regardless of technological configuration; and (ii) all other equipment associated with any of the foregoing. A communications facility does not include the pole, tower or support structure to which the equipment is attached.

Communications Service means telecommunications service, as defined in 47 U.S.C. Section 153(53), including wireless broadband internet service.

Communications Service Provider or Provider means a provider of communications services.

Construction Codes means California Building, Fire, Electrical, Plumbing, and/or Mechanical Codes adopted by the City.

CPUC means the California Public Utilities Commission.

Discretionary Review means review of an application by the City relating to the review and issuance of a permit that is other than an administrative review.

FCC means the Federal Communications Commission.

Infrastructure means any City-owned or operated facility, equipment, pole, pipe, cabinet, or other structure located in the PROW. “Infrastructure” shall include poles, street lights, and/or other structures in the PROW owned by utilities, except to the extent any specific requirement is preempted or prohibited by State or federal law related to utility pole attachments by wireless providers.

Laws means, collectively, any and all Federal, State, or local laws, statutes, common law, codes, construction codes, rules, regulations, orders, and/or ordinances.

Master Agreement means an agreement between the City and a permittee authorizing the installation and maintenance of one of more SWFs.

Permit means a written authorization (in electronic or hard copy format) to install a SWF at a specified location(s) in the PROW. A permit may also consist of a master agreement between the applicant and City to install and maintain one or more SWFs in the PROW.

Permittee means an applicant that has received a permit under this chapter.
Person means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including a governmental entity.

Pole means a legally constructed City or utility owned pole, such as a utility, lighting, traffic, or similar pole made of wood, concrete, metal or other material, located or to be located within the PROW. A pole does not include a tower or support structure and does not include a pole or structure that supports electric transmission lines.

Public Rights-of-Way or PROW means the area on, below, or above property that has been designated for use as or is used for a City-owned or controlled roadway, highway, street, sidewalk, alley or similar purpose. The term does not include a federal interstate highway or other areas that are not within the legal jurisdiction, ownership or control of the City.

Replace or Replacement means, in connection with an existing pole, support structure or tower, to replace (or the replacement of) same with a new structure, substantially similar in design, size and scale to the existing structure and in conformance with this chapter and any other applicable Jurupa Valley Municipal Code provisions, in order to address limitations of the existing structure to structurally support collocation of a Communications Facility.

Small Wireless Facility or SWF means a wireless facility that meets the following qualifications: (i) each antenna could fit within an enclosure of no more than three (3) cubic feet in volume; (ii) all other wireless equipment associated with the antenna, including the provider’s preexisting equipment, is cumulatively no more than twenty-eight (28) cubic feet in volume; and (iii) the facility is the type of facility otherwise described in 47 C.F.R. Section 1.1312(e)(2).

State means the State of California.

Support Structure means a structure in the PROW other than a pole or a tower to which a wireless facility is attached at the time of the application.

Tower means any structure in the PROW built for the sole or primary purpose of supporting a wireless facility. A tower does not include a pole or a support structure.

Wireless Facility means the equipment at a fixed location or locations in the PROW that enables wireless services. The term does not include: (i) the support structure, tower or pole on, under, or within which the equipment is located or collocated; or (ii) coaxial, fiber-optic or other cabling that is between communications facilities or poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna. A SWF is one type of wireless facility.

Wireless Services means any wireless services using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided to the public.

Wireless Services Provider means a person who provides wireless services.
Sec. 13.30.030. - Installation requirements for small wireless facilities.

A. Site Selection.

(1) The preferred location for SWF shall be on existing infrastructure such as utility poles or street lights in industrial and commercial areas. If a SWF is necessary in a residential area, reasonable efforts shall be made to ensure that the facility is not in direct view of residential living areas such as living rooms, bedrooms, and kitchens. The infrastructure selected should be located at street intersections and/or near property line prolongations or between buildings in multifamily areas to minimize visual impacts whenever possible. If the SWF is not able to be placed on existing infrastructure, the applicant shall provide a map of existing infrastructure in the service area and describe why each such site was not feasible.

(2) When existing infrastructure sites have been exhausted or there is no available infrastructure in the proposed location, the City will consider entering into a master agreement with an applicant on mutually agreeable terms, but which will require that the applicant dedicate new infrastructure such as a street light, on which the SWF can be installed. The installation shall be subject to any of the size, attachment, and other physical restrictions set forth in subsections B.(1) and B.(2) below, as determined necessary by the City Engineer. The City Engineer shall approve all plans and specifications, including the means of providing electrical power.

B. Existing Infrastructure Requirements.

(1) Street Light.

(a) The antenna shall be the smallest possible volume but in no case greater than three cubic feet. Antenna installations will be top of pole mount and shall not increase the height by more than ten (10) percent or ten (10) feet, whichever is greater, over other street lights in the immediate vicinity. The antenna shall be as small as technically possible, and RF screen and/or color treatment shall be utilized if possible to camouflage the installation.

(b) Equipment, other than antennas, shall be mounted as prescribed by the City Engineer in one of the manners described herein:

(i) Equipment shall be mounted in a base shroud of approved design to be retrofitted to an existing light standard. The base shroud shall be coated or painted with an approved color to match the existing pole.

(ii) Equipment shall be mounted directly to the pole a minimum of eight (8) feet above the existing grade and be coated or painted with an approved color to match the existing pole.

(iii) Equipment shall be mounted to the pole in an equipment box a minimum of eight (8) feet above the existing grade. The equipment box shall be coated or painted an approved color to match the existing pole and will be no
wider than two (2) times the diameter of the pole at the point it is mounted nor protrude from the surface of the pole by more than sixteen (16) inches. All equipment, cables and wiring shall be fully contained in the equipment box unless technically infeasible as determined by the City Engineer based on technical specifications provided by the applicant. Full containment shall not be found to be technically infeasible if an alternative equipment enclosure providing similar functionality, capable of full containment, is generally available to wireless service providers.

(c) The applicant may propose or the City may require that the existing light standard be replaced with a City-approved pole that is manufactured with a base shroud designed to accept wireless equipment.

(2) Utility Pole.

(a) The antenna shall be the smallest possible volume but in no case greater than three (3) cubic feet and shall be mounted at the top of the pole or on the side of the pole with a bracket. When mounted with a bracket, the bracket will be coated or painted to match the existing pole and may extend no more than eighteen (18) inches from the surface of the pole unless a greater distance is required by applicable laws. The antenna shall be as small as technically possible, and RF screen and/or color treatment shall be utilized if possible to camouflage the installation.

(b) Equipment, other than antennas, shall be mounted as prescribed by the Director in one of the manners described herein:

(i) Equipment shall be mounted directly to the pole a minimum of eight (8) feet above the existing grade and be coated or painted with an approved color to match the existing pole.

(ii) Equipment shall be mounted in an equipment box that is mounted directly to the pole a minimum of eight (8) feet above the existing grade. The equipment or box shall be coated or painted to match the existing pole and will be no wider than the diameter of the pole at the point it is mounted nor protrude from the surface of the pole by more than sixteen (16) inches unless a greater distance is required by applicable laws. All equipment, cables and wiring shall be fully contained in the equipment box unless technically infeasible as determined by the City Engineer based on technical specifications provided by the applicant. Full containment shall not be found to be technically infeasible if an alternative equipment enclosure providing similar functionality, capable of full containment, is generally available to wireless service providers.

(c) If the existing utility pole already has more than two (2) existing risers/drops, the pole must be replaced with a metal pole that allows the new cable and wires to be located inside the pole, in conduit. The existing drops will also be relocated inside the new pole and underground entry into the pole through the foundation is required. When the installation will result in two (2) or fewer risers/drops on the pole, the wires and cable may be installed as a riser/drop in conduit painted to match the pole,
or as directed by the City.

(3) Alternative Infrastructure. The Planning Director and City Engineer shall be authorized to consider and allow use of other infrastructure not described above and not otherwise prohibited herein, when the Planning Director or City Engineer determines that the proposed alternate infrastructure: (i) is substantially similar in physical characteristics to a preferred structure; and (ii) the visual impact that would be suffered by the public is no greater than the impact if installed on a preferred structure; and (iii) the proposed alternative infrastructure can accommodate the proposed SWF without creating any risk to the public health or safety. Any approved alternate infrastructure shall be subject to all requirements for SWFs set forth in this section 13.30.030.

C. Prohibited locations. The City Engineer has determined that, in order to ensure protection of the public health and safety, no SWF may be installed or maintained (i) where any hazard to normal traffic flow could occur or exist, such as obscuring of drivers’ visibility or sight lines; or (ii) which would result in any obstruction or restriction of pedestrian movement or risk to pedestrian safety; or (iii) which would or could result in violation of any law, including any ADA standard; or (iv) which would or could result in violation of any applicable federal, State, County or local standard including standards of the American Association of State Highway and Transportation Officials.

Sec. 13.30.040. - Permit Required.

A. A SWF permit must be obtained from the City before a SWF may be installed or maintained in the PROW. A standard City of Jurupa Valley encroachment permit will also be required as a condition of SWF permit approval. A SWF permit is valid for ten (10) years. However, to ensure the greatest availability to other applicants of preferred locations for SWFs, installation of each SWF for which the permit is issued shall be completed within one (1) year of issuance. Upon a showing of good cause not based on fault of the permittee, the Planning Director may extend the time to complete the installation under a SWF permit, for an additional six (6) months. Upon a failure of a permittee to complete installation in the required period of time, the permit shall be deemed abandoned and the proposed SWF location shall be made available to other SWF applicants.

In the event that an application is deemed granted by rule of law or court decision, all conditions and design guidelines set forth in this chapter are still applicable to the installation.

An application for a permit to install a SWF shall be made in writing on such forms as detailed in the Wireless Facilities Application Policy and Installation Guidelines established pursuant to this chapter and shall comply with the following minimum requirements, in addition to all other information and documentation determined to be necessary by the Planning Director and City Engineer to effectuate the purpose and intent of this section. A review of an application for a SWF that complies in all respects with this chapter, shall be deemed an administrative review. Any proposed wireless facility not
satisfying all requirements of this chapter for SWFs, or for any kind of wireless facility that is not a SWF, shall be subject to discretionary review unless ministerial review is required by law. Any “eligible facilities request” under 47 U.S.C. Section 1455(a), shall be processed consistent with federal law and the requirements of this Code.

The application form shall specify the number, size and format of the project plans and application materials to be provided, including, but not limited to, electronic format. The City Engineer may waive certain submittal requirements or require additional information based on specific project factors. Unless an exemption or waiver applies, all applications shall include all of the following and will not be accepted if any submittal material is missing or not fully completed. An application shall not be deemed complete by the City unless all required information, submittals, and documentation has been submitted to the City as follows:

1. Complete Application. A fully completed and executed City application form for the type of approval sought, and all information, materials, fees, attachments, submittals, and proof of insurance specified in the City-approved application form, must be submitted.

2. Executed Under Penalty of Perjury. All applications shall be signed under penalty of perjury under the laws of the state of California by an authorized representative of the applicant.

3. Applicant Information. Complete legal name and contact information for the facility owner, facility operator, agent (if any), and property owner (for any collocation facility on any existing SWF), and related letter(s) of authorization if the owner is other than the City.

4. Detailed Description of the SWF. A full written description of the proposed facility, its purpose, and specifications.

   a. Distributed Antenna System. Applications for a SWF permit for a DAS shall be submitted as a single SWF application for the entire project. Each individual location within the system shall be processed and considered for approval separately. Permitting fees will be applied to each such location. Each location will be evaluated and must comply with the all design and development standards as defined by this chapter.

   b. Utility Pole Attachments. For any SWF proposed to be collocated on a pole or structure owned by a public utility such as Southern California Edison, the application shall include written evidence of the utility’s approval of applicant’s proposed attachment including any and all applicable terms and conditions, and detailed description of the approved SWF. A SWF authorized by law and approved by the utility company for attachment to a utility owned pole or structure, shall be subject to all provisions of this chapter except to the extent any such provisions are preempted by State or federal law related to utility pole attachments by wireless providers.
(5) **Inventory.** An inventory list and map of the applicant’s existing SWFs, including but not limited to collocations, operated by the applicant within two miles of the proposed site (“service area”), and longer range conceptual plans for a period of five (5) years shall also be provided, if available. The inventory list must include specific information as to location, height, and design of each facility. The City may share such information with other applicants seeking to locate SWFs within the service area, in order to encourage collocation.

(6) **Geographic Service Area.** A written description identifying the geographic service area for the subject installation, accompanied by a two-year master plan of anticipated future installations and/or modifications, including maps.

(7) **Report on Alternatives.** A report explaining why the SWF is needed at the requested location, including a written statement explaining the rationale for selecting the proposed site; and how the proposed SWF is the least intrusive means for the applicant to provide wireless service in the proposed service area. Such statement shall include all existing structures and/or alternative sites evaluated for potential installation of the proposed SWF and why such alternatives are not a viable option. If the City has requested that the applicant collocate its SWF on a site, the applicant shall explain why collocation is not feasible, including efforts made to develop such an alternative.

(8) **SWF Plans.** Detailed engineering plans of the proposed SWF showing all equipment and antennas, including height, shape, size and nature of construction in accordance with the requirements established by the City Engineer. The plans shall include, but are not limited to, a fully dimensioned diagram of the proposed SWF and antennas, including height, diameter, design, shape, size, structural integrity, power output and frequency, back-up power source (if any), nature of construction, purpose of the facility, and technical engineering specifications, economic and other pertinent factors governing selection of the proposed design, together with evidence that demonstrates that the proposed facility has been designed to the minimum height and diameter required from a technological standpoint for the proposed site. The plans for any new free-standing structure must provide sufficient detail to demonstrate that the structure will be able to accommodate at least one other similar telecommunications provider in addition to the applicant. The plans shall include a diagram showing the separation between the proposed SWF and any existing facility or facilities on the same support structure or site, if collocation is planned. In order to minimize visual impact of equipment boxes, every applicant seeking to collocate with another SWF shall utilize its best efforts to arrange with the existing SWF operator to share equipment enclosures. The collocating wireless provider shall provide a written description of its efforts made to share any equipment enclosure. If unable to achieve a sharing arrangement, the applicant’s written description shall clearly state the reasons why.

(9) **Site Plans.** A fully-dimensioned site/landscaping plan that includes, at a minimum, the following information: specific placement of the proposed equipment shelters, antenna(s), and any other SWF on the site; setbacks from adjacent property lines; the location of existing structures, trees, and other significant site features;
the type and locations of materials proposed to screen SWF antennas and other components, if any; the proposed materials and color(s) for the SWF; and all other information required by the Planning Director.

(10) Photographs and Visual Analysis. Photo-simulations showing views of the proposed SWF from surrounding properties and adjoining PROW at varying distances and angles with a map indicating the locations used for the analysis and their distances from the site.

(11) Documentation of Federal and State Compliance. Copies of all applicable licenses, permits, and/or other approvals required by the FCC, CPUC, and any other federal, state, and/or local agency with authority to regulate SWFs, and documentation of compliance with all conditions imposed in conjunction with such licenses or approvals. The required documentation shall include, but is expressly not limited to, the following:

(a) Engineering calculations demonstrating that the proposed SWF will comply with all applicable FCC rules, regulations, and/or specifications.

(b) Completion of the radio frequency (RF) emissions exposure guidelines checklist contained in Appendix A to the FCC’s “Local Government Official's Guide to Transmitting Antenna RF Emission Safety”, or any successor regulations, to determine whether the SWF will be “categorically excluded”, as that term is used by the FCC.

(c) For a SWF that is not categorically excluded under the FCC regulations for RF emissions, the applicant shall submit an RF exposure compliance report prepared and certified by an RF engineer acceptable to the City that certifies that the proposed SWF, as well as any SWFs that contribute to the cumulative exposure in the subject area, will comply with applicable federal RF exposure standards, exposure limits and emission levels. The RF report must include the actual frequency and power levels (in watts effective radiated power “ERP”) for all existing and proposed antennas at the site and exhibits that show the location and orientation of all transmitting antennas and the boundaries of areas with RF exposures in excess of the uncontrolled/general population limit (as that term is defined by the FCC) and also the boundaries of areas with RF exposures in excess of the controlled/occupational limit (as that term is defined by the FCC). Each such boundary shall be clearly marked and identified for every transmitting antenna at the project site.

(12) Any environmental documentation required to obtain such federal and/or state license, permit or other approval.

(13) CPUC. A copy of the certificate of public convenience and necessity issued by the CPUC to the applicant, and a copy of the CPUC decision that authorizes the applicant to provide the wireless telecommunications service for which the facilities are proposed to be constructed in the PROW. Any applicant that, prior to 1996, provided telecommunications service under administratively equivalent documentation
issued by the CPUC may submit copies of that documentation in lieu of a certificate of public convenience and necessity.

(14) Environmental compliance. A completed environmental assessment and documentation establishing that all applicable environmental mitigation measures imposed by the CPUC, City and any other federal or state environmental determinations (i) have been met, (ii) will be met as part of the proposed SWF, or (iii) are not applicable.

(15) Noise Compliance. A statement made under penalty of perjury that the level of noise to be emitted by the proposed SWF will comply with the noise standards contained in this Code.

(16) Traffic Control Plan. A traffic control plan when the proposed installation will require use of any active traffic lane on any street.

(17) Any other information, studies and/or other documentation determined necessary by the City Engineer.

B. Application of federal “shot clocks.”

Applications shall be processed in compliance with the following federally established timelines:

(1) Subject to tolling provisions in subsection B. of this section the City shall have sixty (60) days from the date of receipt of an application for a permit for a SWF to collocate one or more SWFs on infrastructure, within which to act on the application. The foregoing period shall be ninety (90) days for applications to install one or more SWFs in the PROW involving no collocation, or where SWFs identified in the application will be both collocated and not collocated.

(2) Unless otherwise agreed upon in writing by the applicant and City, for an initial application to install one or more SWFs, if the City notifies the applicant on or before the tenth (10th) day after submission that the application is materially incomplete, and identifies the missing documents or information and the specific rule or regulation creating the obligation to submit such documents or information, the time for the City to act on the application is tolled, and the shot clock date calculation shall restart at zero (0) on the date on which the applicant submits all the documents and information identified by the City to render the application complete.

(3) For any resubmitted application following the City’s notice of deficiency, the time for the City to act on the application shall be tolled for the number of days from:

(a) The day after the date when the City notifies the applicant in writing that the applicant’s supplemental submission was not sufficient to render the application complete and identifies the missing documents or information that need to be submitted based on the City’s original request under subsection B.(2), above, until;
(b) The date when the applicant submits all the documents and information identified by the City to render the application complete, provided the notice pursuant to subsection B.(3)(a), above is served on or before the tenth (10th) day after the date when the applicant makes a supplemental submission in response to the City’s request under subsection B.(2), above.

(4) The “shot clock date” or starting date for a SWF application is determined by counting forward, beginning on the day after the date when the application was submitted, by the number of calendar days of the shot clock period identified in this subsection B., provided, that if the date calculated in this manner is a local, State, or federal holiday within the City or State (“legal holiday”), the shot clock date is the next business day after such date. The term “business day” means any week day that is not a legal holiday of the City or State. Note that “business day” includes any Friday when the City’s business offices are closed.

C. Construction requirements. Every permitted SWF shall be constructed/installed in strict compliance with the approved plans and specifications, provisions of this Chapter, all laws, and all written policies and direction of the City Engineer related to installation of utilities and/or other physical encroachments into the PROW. All cabling and wiring must be contained in conduit, affixed directly to the face of the pole, for as long as it is technically feasible. No exposed slack or extra cable will be allowed. No visible electrical meters will be allowed. The applicant shall negotiate directly with the electric utility to determine a flat rate for installation. The applicant is responsible for the cost of all electrical usage.

All work shall be done in accordance with latest City of Jurupa Valley Public Works, State, Caltrans, California Manual on Uniform Traffic Control Devices, Work Area Traffic Control Handbook, County and Federal Standards and Specifications or as otherwise required by the City Engineer. It is the permittee’s contractor’s responsibility to obtain the City of Jurupa Valley Engineering Standards and Specifications before starting work. Any work done without inspection or not conforming to such standards and specifications shall be subject to removal and replacement in the presence of the City Engineer or a designee.

D. Maintenance Standards.

(1) The permittee shall provide on-going maintenance of its ground mounted, at-grade or above-grade SWF, including ensuring the facilities are reasonably free of:

(a) General dirt and grease;

(b) Chipped, faded, peeling, and cracked paint, or on all visible painted areas;

(c) Visible rust or corrosion;

(d) Cracks, dents, blemishes, and discoloration;
(e) Graffiti, bills, stickers, advertisements, etc.; and

(f) Broken and misshapen structural parts.

(2) All ground-mounted, at-grade, and above-ground SWF shall be properly maintained in accordance with the following procedures:

(a) All necessary repairs, including graffiti removal, shall be completed by the applicant within 48 hours after discovery of the need for such repairs or in receiving notification from the City Engineer;

(b) The permittee shall provide routine maintenance within ten (10) working days after receiving notification from the City Engineer;

(c) The permittee shall replace ground-mounted, at-grade, and above-ground SWF, in kind, if routine or emergency maintenance is not sufficient to return the equipment to the condition at the time of installation.

E. Insurance and Indemnity. As a condition of approval of every SWF permit, and by accepting such permit, the permittee, to the fullest extent permitted by law, agrees to and shall indemnify, defend and pay reasonable attorneys’ fees and costs, and hold the City of Jurupa Valley, its elected officials, officers, employees, attorneys, contractors, agents, and volunteers harmless, with respect to any and all claims, liabilities, and legal actions, allegedly or actually arising out of or related to, the acts and/or omissions of the applicant, its owners, officers, employees, contractors, agents, and any other person or entity acting on behalf of the applicant, in the exercise of rights and/or performance of obligations, in connection with any SWF or other permit issued to the permittee pursuant to this chapter.

Prior to entering any PROW pursuant to a SWF permit, the permittee shall procure, provide satisfactory evidence of, and maintain commercial general auto liability, and workers compensation insurance in such form and with such limits as required by the City Engineer or designee or otherwise as required as a condition of the issuance of a City encroachment permit. Unless approved in writing by the City Engineer or designee, self-insurance shall not be deemed to satisfy the requirements of this chapter.

F. Written Policy and Guidelines. Due to rapidly changing technology and regulatory requirements, the City Council authorizes the Planning Director and City Engineer to establish Wireless Facilities Application Policy and Installation Guidelines to serve as further regulatory guidance and clarification concerning wireless facilities in the City. The Wireless Facilities Application Policy and Installation Guidelines shall be approved by resolution of the City Council and subsequently published in a newspaper of general circulation. The Wireless Facilities Application Policy and Installation Guidelines may be updated at the discretion of the Planning Director and City Engineer to adjust for new technologies and regulations, and following adoption and publication of the updated Wireless Facilities Application Policy and Installation Guidelines, compliance therewith is required by this chapter, and is a condition of approval in every SWF application and permit. The provisions of this chapter shall govern in the event of
any conflict or inconsistency between any of its provisions and the provisions of the most current Wireless Facilities Application Policy and Installation Guidelines.

G. Abandonment. Whenever a wireless permittee intends to abandon a wireless facility, including any SWF, the permittee must notify the City Engineer in writing of its planned abandonment. A wireless facility including SWF shall be removed within ninety (90) days of abandonment with attainment of all required permits. Any wireless facility not in use for a period of six (6) months shall be considered abandoned and shall be removed pursuant to this chapter.

H. Damage and repair. The City may require a permittee to repair all damage to the PROW caused by the activities of the permittee and return the PROW to its functional equivalence before the damage. If the permittee fails to make the repairs within 90 days after written notice, the City may affect those repairs and charge the permittee the reasonable, documented cost of such repairs.

I. Emergency removal and relocation by the City. The City retains the right and privilege to cut or move any SWF located with the PROW of the City as the City may deem necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the City shall notify the permittee after cutting or removing a SWF.

J. Removal of SWF for public improvement. Within 90 days following written notice from the City, a permittee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any SWF with the PROW whenever the City has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City Improvement in or upon, or the operations of the City in or upon, the PROW.

K. Administrative Variance. An administrative variance from the strict locational or physical requirements of section 13.30.030 or section 13.30.040 may be granted at the discretion of the Planning Director, when it is shown to the satisfaction of the Planning Director and City Engineer based on substantial evidence that, because of special, unique circumstances applicable to the proposed location, the strict application of the requirements of the section would deprive the applicant of privileges enjoyed by other permittees in the vicinity operating a similar SWF. Any administrative variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other wireless providers seeking to locate any SWF in or around the proposed location.

Sec. 13.30.050. - Fees.

Each applicant/permittee shall pay one-time fee for permit review and inspection services. In addition, if the streetlight pole is owned by the City or the owner cannot be identified, then each applicant/permittee shall also pay recurring fees per each SWF. The fees charged will be in amounts (i) not less than those amounts deemed presumptively
reasonable under then-in effect federal law or regulations; or (ii) established by the City resolution as a reasonable, non-discriminatory approximation of the City’s costs; or (iii) agreed upon by the City and a permittee in a master agreement “


The provisions of this Chapter shall govern and supersede any conflicting provisions of the Jurupa Valley Municipal Code with respect to the permitting and regulation of SWFs in PROW.

Sec. 13.30.070. - Waiver.

The City Engineer may waive any requirement of this Chapter if he or she finds that imposing that requirement on an applicant would prohibit or effectively prohibit the provision of personal wireless service or otherwise violate applicable laws.”

Section 4. CEQA Finding. The proposed Code Amendment is exempt from the requirements of the California Environmental Quality Act (“CEQA”) and the City’s CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed Code Amendment, establishing regulations applicable to the location and installation of small wireless facilities in the public rights-of-way, will have a significant effect on the environment. The proposed Code Amendment is an administrative process of the City that will not result in direct or indirect physical changes in the environment. The City Council has reviewed the administrative record concerning the proposed Code Amendment and the proposed CEQA exemption, and based on its own independent judgment, finds that the Code Amendment set forth in this Ordinance is exempt from the requirements of CEQA and the City’s CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3).

Section 5. Future Modifications. The City Council declares that it is adopting this Ordinance in order to more fully protect and preserve the public health and safety with respect to City rights-of-way in light of the adoption of the Report and Order. Notice is hereby given to any and all wireless providers obtaining a permit pursuant to the Jurupa Valley Municipal Code chapter adopted herein, that the City expressly reserves any and all rights it possessed prior to the adoption of the Report and Order concerning its authority to regulate its public rights-of-way. In the event the Report and Order is invalidated, modified, or limited in any way, the City Council reserves the right, subject to reasonable notice and due process, to modify the terms and conditions applicable to any permit issued hereunder including, but not limited to, the term, fees charged, and scope of any future wireless deployments within the City’s rights-of-way.

Section 6. Severability. If any sections, subsections, sentence, clause, or phrase of the chapter adopted by this Ordinance is for any reason held to be invalid or unconstitutional by the decision or legislation of any court of competent jurisdiction, or by reason of preemptive legislation, such decision or legislation shall not affect the validity of the remaining portions of the chapter. The City Council declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that one or more
of the sections, subsections, sentences, clauses, or phrases thereof is declared invalid or unconstitutional.

**Section 7. Effect of Ordinance.** This Ordinance is intended to supersede any ordinance or resolution of the County of Riverside adopted by reference by the City of Jurupa Valley in conflict with the terms of this Ordinance.

**Section 8. Certification.** The City Clerk of the City of Jurupa Valley shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

**Section 9. Effective Date.** This Ordinance shall take effect on the date provided in Section 36937 of the California Government Code. 

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Jurupa Valley on this 19th day of September, 2019.

______________________________
Brian Berkson
Mayor

ATTEST:

______________________________
Victoria Wasko, CMC
City Clerk
CERTIFICATION

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

I, Victoria Wasko, CMC, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Ordinance No. 2019-11 was regularly introduced at a regular meeting of the City Council held on the 29th day of August, 2019 and thereafter at a regular meeting held on the 19th day of September, 2019 it was duly passed and adopted by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 19th day of September, 2019.

________________________________
Victoria Wasko, CMC
City Clerk
STAFF REPORT

DATE: SEPTEMBER 19, 2019
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ALAN KREIMEIER, INTERIM CITY MANAGER
BY: STEVE R. LORISO, PE, CITY ENGINEER/DIRECTOR OF PUBLIC WORKS

SUBJECT: AGENDA ITEM NO. 14.D

APPROVAL OF RESOLUTION CONVEYING EASEMENTS FOR FLOOD CONTROL FACILITIES (PM 36828 – NORTH SIDE OF SAN SEVAINE CHANNEL BETWEEN SAN SEVAINE WAY AND BAIN STREET)

RECOMMENDATION

1. That the City Council adopt Resolution No. 2019-75, entitled:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, CONVEYING CERTAIN FLOOD CONTROL EASEMENTS ON PARCEL MAP 36828 TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BACKGROUND

Parcel Map 36828 (Map) was approved by the City Council on February 21, 2019 and recorded with the County Recorder’s Office on March 7, 2019. The Map provides for the development of three (3) industrial use parcels and all associated road and utility improvements on an 18.73 acre site located on the north side of San Sevaine Channel between San Sevaine Way and Bain Street. As a condition of approval for the Map, CRPF IV Bain, LLC (Developer) provided dedicated easements for:

   1. Access for the construction and maintenance of flood control facilities,

   2. Storm drain purposes.

There were a total of four (4) easements that were dedicated by the Developer on the Map that were accepted by the City (on behalf of the public) at the time of recordation. Prior to recordation of the Map, a Cooperative Agreement was recorded between the Developer, the City of Jurupa Valley (City) and the Riverside County Flood Control and
Water Conservation District (District) regarding the construction and ultimate maintenance of flood control facilities associated with this Map. Specifically, upon completion of the flood control facilities by the Developer, the City shall convey the necessary easements to the District in order to access and maintain certain flood control facilities.

ANALYSIS

Construction of the required improvements for the Map has been completed to the satisfaction of the District and the City. In accordance with the terms of the executed Cooperative Agreement between the District, the City, and the Developer, the District is requesting the City to now convey the easements dedicated on the Map. The conveyance of these four (4) easements to the District does not relinquish any other easements held by the City as it relates to Parcels 1 and 2 or part of the map.

OTHER INFORMATION

Previous Actions:

- February 21, 2019 – The City Council approved Final Parcel Map 36828.
- July 31, 2018 – The City Council approved the agreement between the City of Jurupa Valley, CRPF IV Bain, LLC and the Riverside County Flood Control and Water Conservation District

FINANCIAL IMPACT

There is no financial impact anticipated in the approval of this resolution.

ALTERNATIVES

1. Take no action.
2. Provide alternative direction to staff.
Prepared by:

Desiree Flores, PE  
Associate Engineer

Reviewed by:

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

Reviewed as to form:

Peter M. Thorson  
City Attorney

Reviewed by:

George A. Wentz  
Deputy City Manager

Submitted by:

Afan Kreimeier  
Interim City Manager

Attachments:

1. Resolution No. 2019-75 (conveying certain easements) including Quitclaim Deeds
RESOLUTION NO. 2019-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, CONVEYING CERTAIN FLOOD CONTROL EASEMENTS ON PARCEL MAP 36828 TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Section 1. The City Council hereby finds and determines as follows:

(a) The owner of Parcel Map 36828 recorded in Book of Parcel Maps, Book 246, pages 54 to 58 inclusive, dedicated to the City the following:

1) The storm drain and access easements for public purposes as shown on Parcel Map 36828 for the construction and maintenance of flood control facilities; and

2) The storm drain and access easements for public purposes lying within parcels 1 and 2 as shown on Parcel Map 36828 for ingress and egress for the purpose of construction and maintenance of flood control facilities.

(b) The City Council accepted the easements described in Section 1.(a) upon approval of the Parcel Map.

(c) The City Council now desires to convey the easements described in Section 1.(a) of this Resolution to the Riverside County Flood Control and Water Conservation District.

Section 2. The City Council hereby approves four (4) Quitclaim Deeds conveying the easements described in Section 1.(a) of this resolution to the Riverside County Flood Control and Water Conservation District and authorizes the Mayor to execute the four (4) Quitclaim Deeds conveying these easements in substantially the form set forth in Attachments “1”, “2”, “3”, and “4”, attached hereto and incorporated herein as though set forth in full.

Section 3. The City Manager is hereby authorized, on behalf of the City, to take all actions necessary and convenient to carry out and implement the conveyance of the easements as provided in this Resolution, and to administer the City’s obligations, responsibilities and duties to be performed for the conveyances.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

Section 5. 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 19th day of September, 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. 2019-75 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on September 19, 2019 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, on this 19th day of September, 2019.

________________________________
Victoria Wasko, City Clerk
City of Jurupa Valley
Recorded at request of, and return to:
Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

San Sevaine – Bain Street Storm Drain
Project No. 1-0-00058
Parcel Map 36828
APN 156-210-093

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF JURUPA VALLEY, does hereby remise, release, and forever quitclaim to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, all right, title and interest in and to the 20 foot wide storm drain and access easement for the purpose of construction and maintenance of flood control facilities, situated in the city of Jurupa Valley, County of Riverside, State of California, described as:

See legal description attached hereto as Exhibit "A" and shown on Exhibit "B", attached hereto and made a part hereof, to be referenced hereafter as RCFC Parcel No. 1058-500.

CITY OF JURUPA VALLEY

Date: __________________________  By: __________________________

BRIAN BERKSON, Mayor

ATTESTS:

VICTORIA WASKO
Clerk to the City of Jurupa Valley

By: __________________________

City Clerk (SEAL)
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel No. 1058-500

That certain 20 foot wide strip of land noted as being a 20 foot Wide Storm Drain and Access Easement in the City of Jurupa Valley, County of Riverside, State of California, lying within Parcel 1 of Parcel Map No. 36828 filed in Book 246, Pages 54 through 58, inclusive, of parcel maps, records of said county, being 20 feet easterly, parallel with and concentric to the westerly line described as follows:

Commencing at the most westerly corner of said parcel 1, said point being on a curve, concave northeasterly and having a radius of 2394.00 feet, a radial line to said curve bears South 39° 13' 14" West;

Thence northwesterly along said curve 10.13 feet through a central angle of 00° 14' 33" to the most westerly corner of said 20 foot Wide Storm Drain and Access Easement and the Point of Beginning;

Thence along the said westerly line of said 20 foot Wide Storm Drain and Access Easement the following five (5) courses:

1) North 25° 08' 23" East 18.01 feet;
2) North 39° 36' 23" East 339.31 feet to the beginning of a curve, concave westerly and having a radius of 70.00 feet;
3) Northerly along said curve 92.60 feet through a central angle of 75° 47' 46";
4) North 36° 11' 23" West 144.81 feet;
5) North 35° 30' 28" West 136.26 feet to the northeasterly line of Parcel 2 of said parcel map and the Point of Terminus of said westerly line.

The easterly line of said 20 foot wide strip is to be extended or shortened so as to terminate in the southwesterly line of said parcel 1 and said northeasterly line of parcel 2.

Excepting therefrom any portion of said strip lying within said parcel 2.
Containing 3600 square feet.

See Exhibit "B" attached hereto and made a part hereof.

Date: 7-16-19

JAMES R. McNEILL
Land Surveyor No. 7752
Westerly line of 20 foot wide storm drain and access easement

P.O.B.
Most westerly corner 20 foot wide storm drain and access easement

SEE DETAIL "A"
SHEET 2

NOTE:
See Sheet 2 for dimension data

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET STREET, RIVERSIDE, CA. 92501

PROJECT NAME: SAN SEVAINE - BAIN STREET SD
RCFC-WCD PARCEL NUMBER(S): 1058-500
RCFC-WCD PROJECT NUMBER: 1-0-00058

SCALE 1"=100' DRAWN BY DAC
DATE 07/15/19 CHECK BY SB
SHEET NO. 1 OF 2
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Quitclaim Deed, dated ______________, from CITY OF JURUPA VALLEY ("Grantor") to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("Grantee"), a body politic, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District pursuant to authority conferred by Resolution No. 474 of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Date: _____________________________

By: _______________________________

JASON E. UHLEY
General Manager-Chief Engineer

Project: San Sevaine-Bain Street Storm Drain
Project No. 1-000058
APN 156-210-093
RCFC Parcel No. 1058-500
Recorded at request of, and return to:
Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

San Sevaine – Bain Street Storm Drain
Project No. 1-0-00058
Parcel Map 36828
APN 156-210-093

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF JURUPA VALLEY, does hereby remise, release, and forever quitclaim to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, all right, title and interest in and to the 20 foot wide storm drain and access easement for the purpose of construction and maintenance of flood control facilities, situated in the city of Jurupa Valley, County of Riverside, State of California, described as:

See legal description attached hereto as Exhibit "A" and shown on Exhibit "B", attached hereto and made a part hereof, to be referenced hereafter as RCFC Parcel No. 1058-501.

CITY OF JURUPA VALLEY

Date: ________________________ By: ________________________

BRIAN BERKSON, Mayor

ATTESTS:

VICTORIA WASKOFF
Clerk to the City of Jurupa Valley

By: ________________________

City Clerk (SEAL)
Parcel No. 1058-501

That certain 20 foot wide strip of land noted as being a 20 foot Wide Storm Drain and Access Easement in the City of Jurupa Valley, County of Riverside, State of California, lying within Parcel 2 of Parcel Map No. 36828 filed in Book 246, Pages 54 through 58, inclusive, of parcel maps, records of said county, being 20 feet easterly, parallel with and concentric to the westerly line described as follows:

Commencing at the southerly corner of said parcel 2, said point being on a curve, concave northeasterly and having a radius of 2394.00 feet, a radial line to said curve bears South 39° 13' 14" West;

Thence northwesterly along said curve 10.13 feet through a central angle of 00° 14' 33" to the most westerly corner of said 20 foot Wide Storm Drain and Access Easement and the Point of Beginning;

Thence along said westerly line of said 20 foot Wide Storm Drain and Access Easement the following five (5) courses:

1) North 25° 08' 23" East 18.01 feet;
2) North 39° 36' 23" East 339.31 feet to the beginning of a curve, concave westerly and having a radius of 70.00 feet;
3) Northerly along said curve 92.60 feet through a central angle of 75° 47' 46";
4) North 36° 11' 23" West 144.81 feet;
5) North 35° 30' 28" West 136.26 feet to the northeasterly line of said parcel 2 and the Point of Terminus of said westerly line.

The easterly line of said 20 foot wide strip is to be extended or shortened so as to terminate in the southwesterly line of Parcel 1 of said parcel map and in said northeasterly line of said parcel 2.

Excepting therefrom any portion of said strip lying within said parcel 1.
Containing 10,958 square feet.

See Exhibit "B" attached hereto and made a part hereof.

Date: 7-16-19

JAMES R. McNEILL

Land Surveyor No. 7752
**Line Table**

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**Curve Table**

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**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

1955 MARKET STREET, RIVERSIDE, CA. 92501

**PROJECT NAME:**
SAN SEVAINE - BAIN STREET SD

**SCALE:** 1"=50'

**DRAWN BY:** DAC

**DATE:** 07/15/19

**CHECK BY:** SB

**RCFC-WCD PARCEL NUMBER(S):** 1058-501

**RCFC-WCD PROJECT NUMBER:** 1-0-00058

**SHEET NO.:** 2 OF 2
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Quitclaim Deed, dated ________________, from CITY OF JURUPA VALLEY ("Grantor") to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("Grantee"), a body politic, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District pursuant to authority conferred by Resolution No. 474 of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Date:_________________________ By:_________________________

JASON E. UHLEY
General Manager-Chief Engineer

Project: San Sevaine-Bain Street SD
Project No. 1-0-00058
APN 156-210-093
RCFC Parcel No. 1058-501
Recorded at request of, and return to:  
Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, California 92501

NO FEE (GOV. CODE 6103)

San Sevaine – Bain Street Storm Drain  
Project No. 1-0-00058  
Parcel Map 36828  
APN 156-210-093

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF JURUPA VALLEY, does hereby remise, release, and forever quitclaim to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, all right, title and interest in and to the 20 foot wide access easement for ingress and egress the purpose of maintenance of flood control facilities, situated in the city of Jurupa Valley, County of Riverside, State of California, described as:

See legal description attached hereto as Exhibit "A" and shown on Exhibit "B", attached hereto and made a part hereof, to be referenced hereafter as **RCFC Parcel No. 1058-503**.

CITY OF JURUPA VALLEY

Date: ____________________________  
By: ______________________________ 
BRIAN BERKSON, Mayor

ATTESTS:

VICTORIA WASKO  
Clerk to the City of Jurupa Valley

By: ______________________________ 
City Clerk

(SEAL)
Parcel No. 1058-503

That certain 20 foot wide strip of land noted as being a 20 foot Wide Access Easement in the City of Jurupa Valley, County of Riverside, State of California, lying within Parcel 1 of Parcel Map No. 36828 filed in Book 246, Pages 54 through 58, inclusive, of parcel maps, records of said county, being 20 feet northerly, parallel with and concentric to the southerly line described as follows:

Commencing at the most westerly corner of said parcel 1, said point being on a curve, concave northeasterly and having a radius of 2394.00 feet, a radial to said curve bears South 39° 13' 14" West;

Thence southeasterly along said curve 10.49 feet through a central angle of 00° 15' 04" to the easterly line of that certain 20 foot Wide Storm Drain and Access Easement as shown on said parcel map;

Thence North 25° 08' 23" East 4.53 feet along said easterly line to a point of intersection with the southerly line of said 20 foot Wide Access Easement and the **Point of Beginning**;

Thence along said southerly line of said 20 foot Wide Access Easement the following six (6) courses:

1) South 53° 09' 43" East 35.46 feet;
2) South 52° 20' 48" East 609.57 feet to the beginning of a curve, concave northerly and having a radius of 90.00 feet;
3) Easterly along said curve 85.18 feet through a central angle of 54° 13' 27";
4) North 73° 25' 45" East 40.01 feet to the beginning of a curve, concave southerly and having a radius of 160.00 feet;
5) Easterly along said curve 46.27 feet through a central angle of 16° 34' 15";
6) North 90° 00' 00" East 29.91 feet to the easterly line of said parcel 1 also being the **Point of Terminus** of said southerly line.

The northerly line of said 20 foot wide strip is to be lengthened or shortened so as to terminate in said easterly line of said 20 foot Wide Storm Drain and Access Easement and said easterly line of parcel 1.
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Containing 16,842 square feet.

See Exhibit "B" attached hereto and made a part hereof.

Date: 7-16-19

JAMES R. McNEILL

Land Surveyor No. 7752
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Quitclaim Deed, dated ________________, from CITY OF JURUPA VALLEY ("Grantor") to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("Grantee"), a body politic, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District pursuant to authority conferred by Resolution No. 474 of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Date: ___________________________  By: ________________________________

JASON E. UHLEY
General Manager-Chief Engineer

Project: San Sevaine-Bain Street Storm Drain
Project No. 1-0-00058
APN 156-210-093
RCFC Parcel No. 1058-503
Recorded at request of, and return to:
Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

San Sevaine – Bain Street Storm Drain
Project No. 1-0-00058
Parcel Map 36828
APN 156-210-093

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF JURUPA VALLEY, does hereby remise, release, and forever quitclaim to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, all right, title and interest in and to the 20 foot wide access easement for ingress and egress the purpose of maintenance of flood control facilities, situated in the city of Jurupa Valley, County of Riverside, State of California, described as:

See legal description attached hereto as Exhibit "A" and shown on Exhibit "B", attached hereto and made a part hereof, to be referenced hereafter as RCFC Parcel No. 1058-504.

CITY OF JURUPA VALLEY

Date: ___________________________  By: ___________________________

BRIAN BERKSON, Mayor

ATTESTS:

VICTORIA WASIKO
Clerk to the City of Jurupa Valley

By: ___________________________  (SEAL)

City Clerk
RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel No. 1058-504

That certain 20 foot wide strip of land noted as being a 20 foot Wide Access Easement in the City of Jurupa Valley, County of Riverside, State of California, lying within Parcel 2 of Parcel Map No. 36828 filed in Book 246, Pages 54 through 58, inclusive, of parcel maps, records of said county, being 20 feet southwesterly, parallel with and concentric to the northeasterly line described as follows:

Commencing at the southerly corner of said parcel 2, said point being on a curve, concave northeasterly and having a radius of 2394.00 feet, a radial to said curve bears South 39° 13’ 14” West;

Thence northwesterly along said curve 10.13 feet through a central angle of 00° 14’ 33” to the most westerly corner of a 20 foot Wide Storm Drain and Access Easement as shown on said parcel map;

Thence along the westerly line of said 20 foot Wide Storm Drain and Access Easement the following two (2) courses:

1) North 25° 08’ 23” East 18.01 feet
2) North 39° 36’ 23” East 16.01 feet to the intersection of said westerly line with the northeasterly line of said 20 foot Wide Access Easement and the Point of Beginning;

Thence along said northeasterly line of said 20 foot Wide Access Easement the following seven (7) courses:

1) North 52° 20’ 45” West 87.78 feet to the beginning of a curve, concave northeasterly and having a radius of 50.00 feet;
2) Northwesterly along said curve 6.95 feet through a central angle of 07° 57’ 53”;
3) North 44° 22’ 52” West 339.85 feet to the beginning of a curve, concave northeasterly and having a radius of 200.00 feet;
4) Northwesterly along said curve 110.22 feet through a central angle of 31° 34’ 37”;
5) North 12° 48’ 15” West 22.04 feet to the beginning of a curve, concave southwesterly and having a radius of 35.00 feet;
6) Northwesterly along said curve 18.83 feet through a central angle of 30° 49’ 56”;
7) North 43° 38’ 11” West 18.35 feet to the southerly right of way line of Lot “B” as shown on said parcel map, being a curve, concave northwesterly and having a radius of 60.00 feet, a radial line to said curve bears South 30° 22’ 37” East, also being the Point of Terminus of said northeasterly line.
The southwesterly line of said 20 foot Wide Access Easement is to be lengthened or shortened so as to terminate in the southerly right of way line of Lot "B" and in the westerly line of said 20 foot Wide Storm Drain and Access easement.

Containing 12,179 square feet.

See Exhibit "B" attached hereto and made a part hereof.

Date: 7-16-19

JAMES R. McNEILL
Land Surveyor No. 7752
EXHIBIT "B"

NORTHEASTERLY LINE OF THE 20 FOOT WIDE ACCESS EASEMENT

P.O.B. INTERSECTION OF THE NORTHEASTERLY LINE OF THE 20 FOOT WIDE ACCESS EASEMENT WITH THE WESTERLY LINE OF THE 20 FOOT WIDE STORM DRAIN AND ACCESS EASEMENT

P.O.C. SOUTHELY CORNER PARCEL 2

MOST WESTERLY CORNER 20 FOOT WIDE STORM DRAIN AND ACCESS EASEMENT

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET STREET, RIVERSIDE, CA 92501

PROJECT NAME: SAN SEVAINE - BAIN STREET SD

RCFC-WCD PARCEL NUMBER(S): 1058–504
RCFC-WCD PROJECT NUMBER: 1–0–00058
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Quitclaim Deed, dated ______________, from CITY OF JURUPA VALLEY ("Grantor") to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("Grantee"), a body politic, is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District pursuant to authority conferred by Resolution No. 474 of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Date: ____________________________  By: ____________________________

JASON E. UHLEY
General Manager-Chief Engineer

Project: San Sevaine-Bain Street Storm Drain
Project No. 1-0-00058
APN 156-210-093
RCFC Parcel No. 1058-504
STAFF REPORT

DATE: SEPTEMBER 19, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ALAN KREIMEIER, INTERIM CITY MANAGER

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

SUBJECT: AGENDA ITEM NO. 14.E

APPROVAL OF AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR DESIGN AND CONSTRUCTION OF THE JURUPA-PYRITE MDP LINE A-2, STAGE 1

RECOMMENDATION

1. That the City Council approve the agreement with Riverside County Flood Control and Water Conservation District (District) memorializing the mutual understanding with respect to design, construction, inspection, ownership, and operation and maintenance of Jurupa-Pyrite MDP Line A-2, Stage 1; and

2. That the City Council authorize the Mayor to sign the agreement in four (4) counterparts as requested by the District.

BACKGROUND

In 1971, the District prepared the Jurupa-Pyrite Master Drainage Plan (MDP), including Line A-2 as a tributary facility to Jurupa-Pyrite Channel (Line A). Line A-2 as planned discharges to Line A, a natural drainage course that continues to the Santa Ana River after crossing Van Buren Boulevard (south of Jurupa Road) and then Limonite Avenue (westerly of Beach Street).

In January 2013, the City requested that the District include several MDP improvements in the District’s Capital Improvement Program (CIP) including Line A-2. In FY 14/15, the District proposed an interim facility, Jurupa-Pyrite MDP Line A-2, Stage 1, rather than the proposed ultimate Jurupa MDP Line A-2 (1971).

The District’s proposed design of the interim facility comprises the construction of a concrete swale and headwall from the southwestern end of Bellmore Street to just east
of Agate Street; which will drain into a covered trench drain spanning the full width of Agate Street to an end wall just west of Agate Street.

ANALYSIS

The District is proposing an agreement for the design and construction of drainage facilities in order to provide necessary flood protection within this area of the City. The District will own and maintain the open channel east of Agate Street and the City will accept ownership and sole responsibility for the operation and maintenance of the covered trench drain within the right-of-way of Agate Street. In addition, City Staff will provide plan review and construction inspection. The District will calendar the agreement for consideration at the Board of Supervisor’s regularly scheduled meeting upon City approval of this agreement.

OTHER INFORMATION

- Late Spring 2020 – Expected start of construction of Line A-2 interim facility.
- City Attorney has approved agreement as to form.

FINANCIAL IMPACT

Design and build of the interim facility is at the District’s sole expense. Future maintenance costs for the open channel on the properties east of Agate Street will be the District’s responsibility, while the covered trench drain within Agate Street right-of-way will be the City’s legal responsibility to maintain.

ALTERNATIVES

1. Take no action.
2. Provide alternative direction to staff.
Prepared by:

Desiree Flores, PE
Associate Engineer

Reviewed by:

George A. Wentz
Deputy City Manager

Reviewed by:

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

Reviewed as to form:

Connie Cardenas
Interim Director of Administrative Services

Submitted by:

Peter M. Thorson
City Attorney

Alan Kreimeier
Interim City Manager

Attachments:

1. Cooperative Agreement
2. Exhibit A Jurupa-Pyrite MDP Line A-2, Stage 1
This Cooperative Agreement ("Agreement"), dated as of ______________, 2019, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the City of Jurupa Valley, a municipal corporation ("CITY").

**RECITALS**

A. DISTRICT has budgeted for and plans to construct the Jurupa-Pyrite MDP Line A-2, Stage 1, to provide necessary flood control and drainage improvements for certain areas within CITY; and

B. These certain flood control facilities are identified in DISTRICT's Jurupa-Pyrite Master Drainage Plan ("MDP"), as shown in concept on Exhibit "A", attached hereto and made a part hereof, and as shown on DISTRICT's Drawing No. 1-0731, generally consisting of the following segment:

   (i) Jurupa-Pyrite MDP Line A-2, Stage 1 – District proposes to construct approximately 480 lineal feet of concrete swale and headwall ("DISTRICT DRAINAGE FACILITY"), at the southwestern end of Bellmore Street and continues westerly to a headwall just east of Agate Street. DISTRICT DRAINAGE FACILITY will be an interim facility until the proposed ultimate Jurupa MDP Line A-2 is constructed; and

C. Associated with the construction of DISTRICT DRAINAGE FACILITY is the construction of approximately 58 lineal feet of trench drain, endwall and outlet, starting at the headwall and continues westerly across Agate Street to an endwall just west of Agate Street ("CULVERT"); and
D. Together, DISTRICT DRAINAGE FACILITY and CULVERT are hereinafter called "PROJECT"; and

E. DISTRICT and CITY acknowledge it is in the best interest of the public to proceed with the construction of PROJECT at the earliest possible date; and

F. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and CITY with respect to design, construction, inspection, ownership, and operation and maintenance of PROJECT.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

SECTION I

DISTRICT shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

2. Prepare, or cause to be prepared, plans and specifications for PROJECT ("IMPROVEMENT PLANS"), in accordance with applicable DISTRICT and CITY standards.

3. Obtain, at its sole cost and expense, all necessary rights of way, rights of entry and temporary construction easements as may be necessary to construct, inspect, operate and maintain PROJECT, including, without limitation, resolving, at its sole cost and expense, any disputes with utilities with respect to prior rights and relocation obligations with respect to rights of way necessary for PROJECT and certifying to CITY that the utilities have no prior rights in the rights of way.
4. Secure and comply with, at its sole cost and expense, all necessary permits, approvals, licenses or agreements required by any federal or state resource or regulatory agencies pertaining to the construction of PROJECT and operation and maintenance of DISTRICT DRAINAGE FACILITY.

5. Prior to advertising PROJECT for public works construction contract bids, submit IMPROVEMENT PLANS to CITY for its review and approval, as appropriate.

6. Advertise, award and administer a public works construction contract for PROJECT.

7. Within thirty (30) days of awarding PROJECT construction contract, pay the Western Riverside County Regional Conservation Agency (RCA) the costs associated with the Multiple Species Habitat Conservation Plan, which is either the lesser of three percent (3%) of the lowest bid price or three percent (3%) of the contract bid price, less the value of the applicable project specific mitigation.

8. Provide CITY, within a reasonable timeframe, with written notice that DISTRICT has awarded a construction contract for PROJECT.

9. Prior to commencing PROJECT construction, schedule and conduct a pre-construction meeting between DISTRICT, CITY and other affected entities. DISTRICT shall notify CITY at least twenty (20) days prior to conducting the pre-construction meeting.

10. Furnish CITY, at the time of providing written notice for the pre-construction meeting as set forth in Section I.9., with a construction schedule which shall show the order and dates in which DISTRICT or DISTRICT's contractor proposes to carry on the various parts of work, including estimated start and completion dates.
11. Grant CITY, by execution of this Cooperative Agreement, the right to enter upon DISTRICT’s property where necessary and convenient for the purpose of gaining access to, and performing inspection service for the construction of PROJECT as set forth herein.

12. Construct or cause to be constructed, PROJECT pursuant to a DISTRICT administered public works construction contract, in accordance with DISTRICT and CITY approved IMPROVEMENT PLAN.

13. Inspect or cause to be inspected, construction of PROJECT.

14. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all DISTRICT and CITY employees on the site.

15. Require its construction contractor(s) to include CITY as an additional insured under the liability insurance coverage for PROJECT, and also require its construction contractor(s) to include CITY as a third party beneficiary of any and all warranties of the contractor's work with regard to CULVERT.

16. Within two (2) weeks of completing PROJECT construction, provide CITY with written notice that PROJECT construction is substantially complete and requesting that (i) CITY conduct a final inspection of CULVERT and (ii) subsequently assume ownership and responsibility for operation and maintenance of CULVERT.

17. Upon DISTRICT's acceptance of PROJECT construction as complete, provide CITY with a copy of DISTRICT's Notice of Completion.

18. Upon CITY's acceptance of CULVERT for ownership, operation and maintenance, provide CITY with a reproducible duplicate set of "record drawings" of PROJECT plans.
19. Grant CITY, by execution of this Cooperative Agreement, the right to enter upon DISTRICT's property for the purpose of operating and maintaining portions of CULVERT located within DISTRICT's easement.

20. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITY.

21. Ensure that all work performed pursuant to this Agreement by DISTRICT, its agents or contractors is done in accordance with all applicable laws and regulations, including but not limited to all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DISTRICT shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

SECTION II

CITY shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.

2. Review and approve, as appropriate, IMPROVEMENT PLANS prior to DISTRICT's advertising PROJECT for construction bids.

3. Grant DISTRICT, by execution of this Agreement, all rights necessary to access, construct and inspect PROJECT within CITY rights of way or easements.

4. Issue, at no cost to DISTRICT or DISTRICT's contractor, the necessary encroachment permit(s) required to construct PROJECT.

5. Order the relocation of all utilities installed by permit or franchise within CITY rights of way which conflict with the construction of PROJECT and which must be relocated at the utility owner's expense, provided DISTRICT has certified to CITY that the utilities have no prior rights in the rights of way, as required by Section I.3.
6. Order the relocation of all CITY owned utilities within CITY rights of way, if any, which conflict with the construction of PROJECT and which must be relocated at CITY’s expense.

7. Inspect PROJECT construction for quality control purposes at its sole cost, but provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DISTRICT’s contractor(s) during the construction of PROJECT.

8. Upon receipt of DISTRICT’s written notice that PROJECT construction is substantially complete as set forth in Section I.16, conduct a final inspection of CULVERT.

9. Accept ownership and sole responsibility for the operation and maintenance of CULVERT upon: (i) receipt of DISTRICT’s Notice of Completion as set forth in Section I.17; (ii) receipt of a reproducible duplicate set of "record drawings" of PROJECT plans as set forth in Section I.18; and (iii) conveyance to CITY of such easement rights as are necessary to enable CITY to maintain CULVERT as provided in this Agreement.

10. Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way and jurisdiction which must be performed at such time(s) that the finished grade along and above the underground portions of PROJECT are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION III

It is further mutually agreed:

1. Except as otherwise provided herein, all construction work involved with PROJECT, shall be inspected by DISTRICT and CITY, and shall not be deemed complete until approved and accepted as complete by DISTRICT.

- 6 -
2. In the event CITY desires to include any additional work as part of PROJECT, CITY shall submit a written request to DISTRICT describing the additional work desired and agree to pay DISTRICT for any agreed upon work requested. Payment for CITY requested additional work shall be based upon actual quantities of materials installed at the contract unit prices bid or at the negotiated change order prices.

3. DISTRICT and CITY each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facilities.

4. DISTRICT shall indemnify, defend, save and hold harmless CITY (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT's (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

5. CITY shall indemnify, defend, save and hold harmless DISTRICT (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CITY’s (including its officers, elected and appointed officials, employees, agents, representatives,
independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney’s fees; or (d) any other element of any kind or nature whatsoever.

6. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

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

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

CITY OF JURUPA VALLEY
8930 Limonite Avenue
Jurupa valley, CA 92509
Attn: Steve Loriso

8. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9. This Agreement is to be construed in accordance with the laws of the State of California.

10. DISTRICT and CITY shall not assign this Agreement without the written consent of the other parties.

11. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
12. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

13. Any waiver by DISTRICT or CITY, or any breach by any other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of DISTRICT or CITY to require from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping DISTRICT or CITY from enforcing this Agreement.

14. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral and written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on ____________________________.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By ________________________ By ________________________
JASON E. UHLEY KAREN SPIEGEL, Chairwoman
General Manager-Chief Engineer Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By ________________________ By ________________________
SYNTHIA M. GUNZEL Deputy
Chief Deputy County Counsel

ATTEST:

KECIA HARPER
Clerk of the Board

Cooperative Agreement: City of Jurupa Valley
Jurupa-Pyre MDP Line A-2, Stage 1
Project No. 1-0-00234
06/26/19
AMR:blm
RECOMMENDED FOR APPROVAL:

By ____________________________
ALAN KREIMEIER
Interim City Manager

CITY OF JURUPA VALLEY

By ____________________________
BRIAN BERKSON
Mayor

APPROVED AS TO FORM:

By ____________________________
PETER M. THORSON
City Attorney

ATTEST:

By ____________________________
VICTORIA WASKO
City Clerk

(SEAL)

Cooperative Agreement: City of Jurupa Valley
Jurupa-Pyrite MDP Line A-2, Stage 1
Project No. 1-0-00234
06/26/19
AMR:blm
EXHIBIT A
Jurupa-Pyrite MDP Line A-2, Stage 1
Project No. 1-0-00234
RECOMMENDATION

1) That the City Council approve the Agreement by and between the City of Jurupa Valley and Guadalupe Medina, dba Santa Fe Building Maintenance; 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

The City utilizes a private janitorial services company to provide routine janitorial services at the City Hall facility.

On October 6, 2016, the City of Jurupa Valley entered into an agreement for Janitorial Services with Santa Fe Building Maintenance. Subsequently, the term of that agreement was extended by the City Council on August 16, 2018. The term for the agreement is set to expire on November 1, 2019. The agreement includes routine janitorial services performed on a daily basis. Additionally, the agreement allows for the City to purchase supplies through the janitorial firm. This arrangement allows the City to benefit from the lower pricing that the janitorial firm maintains through bulk purchasing arrangements with suppliers. The City utilizes this discount arrangement to buy items used to restock restrooms such as paper towels, tissue paper, soap, and hand sanitizer.

In anticipation of the expiring agreement with Santa Fe Building Maintenance, the City issued a Request for Proposals (“RFP”) for Janitorial Services on May 1, 2019. The RFP was advertised through PlanetBids, the City’s electronic procurement system.
ANALYSIS

In response to the RFP for Janitorial Services issued on May 1, 2019, the City received four (4) proposals by the June 14, 2019 deadline. To review proposals, City Staff formed a proposal review committee made up of four (4) city staff members. Each staff member was directed to review each of the four (4) proposals independently and rate each proposal based on the evaluation criteria established by the RFP. The scores from each staff member were aggregated to create a comprehensive ranking for each proposing firm. The comprehensive scoring matrix is provided below.

<table>
<thead>
<tr>
<th>Company</th>
<th>Proposal Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abundance Cleaning</td>
<td>80</td>
</tr>
<tr>
<td>Golden Touch Cleaning</td>
<td>88</td>
</tr>
<tr>
<td>Omni Enterprise, Inc.</td>
<td>87.5</td>
</tr>
<tr>
<td>Santa Fe Building Maintenance</td>
<td>94.5</td>
</tr>
</tbody>
</table>

In addition to being the highest ranked proposal, Santa Fe Building Maintenance was the second-lowest priced proposal for janitorial services. The cost to have Santa Fe Building Maintenance perform routine janitorial services will be $3,177.99 per month. The attached draft agreement has a cost of work of $3,583.33 per month, which will enable the City to purchase standard monthly services, discounted supplies, and request emergency janitorial work as-needed throughout the term of the agreement.

Santa Fe Building Maintenance has a positive work history with the City. Santa Fe Building Maintenance staff offer great flexibility in their approach to offering services that accommodate various public meetings and functions at City Hall. The Agreement with the contractor legally references Guadalupe Medina because Medina operates Santa Fe Building Maintenance as a sole proprietor.

FINANCIAL IMPACT

Janitorial services are funded through Repairs & Maintenance Account 100.1190.54210.

ALTERNATIVES

1. Decline to authorize staff to proceed with forming an Agreement with Guadalupe Medina, dba Santa Fe Building Maintenance.
2. Provide alternate direction to staff.
Prepared by:

Sean McGovern
Senior Management Analyst

Reviewed by:

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

Reviewed by:

Connie Cardenas
Deputy Director of Administrative Services

Reviewed by:

George A. Wentz
Deputy City Manager

Approved as to form:

Peter Thorson
City Attorney

Submitted by:

Alan Kreimeier
Interim City Manager

Attachments:

A. Agreement by and between the City of Jurupa Valley and Santa Fe Building Maintenance

B. Request for Proposals for Janitorial Services

C. Proposal from Santa Fe Building Maintenance
CITY OF JURUPA VALLEY AGREEMENT FOR
JANITORIAL SERVICES

THIS AGREEMENT is made and entered into as of September 19, 2019, by and
between the City of Jurupa Valley (“City”), and Guadalupe Medina, dba Santa Fe Building
Maintenance (“Contractor”). In consideration of the mutual covenants and conditions set forth
herein, the parties agree as follows:

1. TERM. This Agreement shall commence on November 1, 2019, and shall
remain and continue in effect until June 30, 2021, with the option of City to extend the Agreement for
one (1) additional two (2) year term to end no later than June 30 2023, unless sooner terminated
pursuant to the provisions of this Agreement.

2. SCOPE OF WORK. Contractor shall perform the Janitorial Services work as
described in the Scope of Work, attached hereto and incorporated herein as Exhibit A. (“Work”)
and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and
all utility and transportation services required for the Work. The Work shall be completed within
the time set forth in the Scope of Work. Contractor shall not commence the Work until such time
as directed in writing by the City. This Agreement is not exclusive the City retains the right to
hire other contractors to perform similar work.

3. COST OF WORK. For the Work described in this Agreement, the Request for
Proposals, and the Contractor’s Proposal, Contractor shall be paid on a monthly basis for the
work performed immediately preceding the invoice date. The payment for work performed under
this Agreement shall not exceed a maximum of three thousand five hundred eighty three dollars
and thirty-three cents ($3,583.33) during each month payable in accordance with Exhibit A, the
Scope of Work, unless additional work is approved in writing by the City Manager. Any terms
other than a description of the work to be performed, costs of the work, or the payment schedule
contained in Exhibits A is null and void and not a part of this Agreement. Except as provided in
Paragraph 4, Annual Adjustment, the prices contained in Exhibit A, Scope of Work, are to remain
in effect throughout the duration of this Agreement.

4. ANNUAL ADJUSTMENT. During the term of this Agreement, Contractor is
entitled to an annual rate adjustment based on changes in the Consumer Price Index (“CPI”). All
Annual Adjustments will be made effective July 1st of each year during the term of the
agreement. The measurement methodology for the CPI percent change will be the percentage
difference between the annual CPI for All Urban Consumers, for the Riverside-San Bernardino-
Ontario area, All Items, Base Period December 2017 = 100, as published by the United States
Department of Labor, Bureau of Labor Statistics, for the January to December period
immediately preceding the effective date of the adjustment.

5. PERFORMANCE. Contractor shall at all times faithfully, competently and to
the best of its ability, experience, and talent, perform all tasks described herein. Contractor shall
employ, at a minimum, generally accepted standards and practices utilized by persons engaged in
providing similar services at respectable American hotels and routinely trafficked facilities by
the general public as are required of Contractor hereunder in meeting its obligations under this Agreement and best management practices for the work to be performed.

6. **CITY APPROVAL.** All labor, materials, tools, equipment, and services shall be furnished and work performed and completed subject to the approval of City or its authorized representatives.

7. **PREVAILING WAGES.** While not anticipated, to the extent to which any work performed by the Contractor requires the compensation of Prevailing Wages, the following terms shall apply:

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

   B. Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to [http://www.dir.ca.gov/Public-Works/PublicWorks.html](http://www.dir.ca.gov/Public-Works/PublicWorks.html).

8. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.**

   A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least sixty (60) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends
or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 3.

9. DEFAULT OF CONTRACTOR

A. The Contractor’s failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor’s control, and without fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have three (3) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. INDEMNIFICATION. The Contractor agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor’s negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the sole negligence of the City.

11. LIABILITY INSURANCE. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3) Worker’s Compensation insurance as required by the State of California and Employer’s Liability Insurance.

B. **Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

1) General Liability: One million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One million dollars ($1,000,000) per accident for bodily injury and property damage.

3) Employer’s Liability: One million dollars ($1,000,000) per accident for bodily injury or disease.

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions shall not exceed $25,000 unless otherwise approved in writing by the City Manager in his sole discretion.

D. **Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered as insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
4) The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:-VII, unless otherwise acceptable to the City.

F. Verification of Coverage. Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City’s forms, the Contractor’s insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

G. Contractor, by executing this Agreement, hereby certifies:

“I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workman’s Compensation or undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

12. **TIME OF THE ESSENCE.** Time is of the essence in this Contract.

13. **INDEPENDENT CONTRACTOR.**

A. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor’s exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor’s officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.
14. **LEGAL RESPONSIBILITIES.** The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

15. **CONTRACTOR’S INDEPENDENT INVESTIGATION.** No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by City for purposes of letting this Contract out to proposal will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of this Contract. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

16. **BOOKS AND RECORDS.** Contractor’s books, records, and plans or such part thereof as may be engaged in the performance of this Contract, shall at all reasonable times be subject to inspection and audit by any authorized representative of the City.

17. **INSPECTION.** The Work shall be subject to inspection by City and its authorized representatives during and after the performance or Work outlined in the scope of services attached to this agreement and at all other times and places. All inspections shall be performed in such manner as to not unduly delay the Work. The Work shall be subject to final inspection and acceptance notwithstanding any payments or other prior inspections. Such final inspection shall be made within a reasonable time after completion of the Work.

18. **DISCRIMINATION.** Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

19. **WRITTEN NOTICE.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To City:  
City of Jurupa Valley  
8930 Limonite Ave.  
Jurupa Valley, California 92509  
Attention: City Manager

To Contractor:  
Santa Fe Building Maintenance  
15644 Palomino Drive  
Chino Hills, California 91709  
Attn: Proposal Manager
20. **ASSIGNMENT.** The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

21. **LICENSES.** At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

22. **GOVERNING LAW.** The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal court with jurisdiction over the City of Jurupa Valley.

23. **PROHIBITED INTERESTS.** No officer or employee of the City of Jurupa Valley who participates in the development or approval of this Agreement or who administers it shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor’s sub-contractors for this project, during his or her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Jurupa Valley has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor’s subcontractors for this work. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

24. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party’s own independent investigation of any and all facts such party deems material.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF JURUPA VALLEY

________________________________________________________
Brian Berkson
Mayor

ATTEST:

________________________________________________________
Vicki Wasko
City Clerk

APPROVED AS TO FORM

________________________________________________________
Peter M. Thorson
City Attorney

CONTRACTOR

By: ______________________________________________________________________
Name: ______________________________________________________________________
Title: ______________________________________________________________________

By: ______________________________________________________________________
Name: ______________________________________________________________________
Title: ______________________________________________________________________

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

SCOPE OF WORK

(Request for Proposals and Contractor’s Proposal)

Contractor recognizes and agrees that this Agreement is for the purpose of establishing a contractual relationship between the City of Jurupa Valley and the Contractor, for Janitorial Services.

In conjunction with the Contractor, the City Manager or his/her designee shall create a schedule for services to be performed. The work shall be performed in accordance with the Request for Proposal dated May 1, 2019 and the Contractor’s Proposal dated June 14, 2019, unless otherwise provided in this Exhibit. The Request for Proposal and the Contractor’s Proposal are attached hereto as Exhibits A-1 and A-2, and are incorporated herein as though set forth in full.

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Description</th>
<th>Frequency per Year</th>
<th>Cost per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Hall Janitorial Services</td>
<td>Nightly Services</td>
<td>260</td>
<td>$2,496.96</td>
</tr>
<tr>
<td>City Hall Janitorial Services</td>
<td>Weekly Services</td>
<td>52</td>
<td>$425.32</td>
</tr>
<tr>
<td>City Hall Janitorial Services</td>
<td>Monthly Services</td>
<td>12</td>
<td>$255.71</td>
</tr>
</tbody>
</table>

Cost per Month $3,177.99

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Description</th>
<th>Cost per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Labor Rate</td>
<td>An hourly labor rate. Typically, this will only be used when a Contractor’s employee is required to sit on standby to initiate a building closure due to public meetings.</td>
<td>$25.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refill Bathroom Tissue*</td>
<td>Two-ply quality bathroom tissue, large circular roll.</td>
<td>$38.46</td>
</tr>
<tr>
<td>Refill Hand Soap Dispenser*</td>
<td>Lotion hand soap 800ml &quot;bag-in-the-box&quot; style refill.</td>
<td>$31.43</td>
</tr>
<tr>
<td>Refill Paper Towel Dispenser*</td>
<td>Lever-style roll towel dispenser refill.</td>
<td>$30.30</td>
</tr>
<tr>
<td>Refill Hand Sanitizer Dispenser*</td>
<td>Purell/Gojo #1903 size hand sanitizer refill.</td>
<td>$55.00</td>
</tr>
<tr>
<td>Refill flushable Commode Seat Covers*</td>
<td>Flushable commode seat covers, pack of 250.</td>
<td>$28.80</td>
</tr>
</tbody>
</table>
Request for Proposals

JANITORIAL SERVICES

MAY 1, 2019

City of Jurupa Valley
Public Works Department
8930 Limonite Avenue
Jurupa Valley, CA 92509

Submittal Deadline: June 14, 2019
# TABLE OF CONTENTS

Invitation for Proposals ........................................................................................................3
Proposal Requirements ..........................................................................................................5
General Provisions ................................................................................................................5
Evaluation & Selection Criteria ............................................................................................6
Other Requirements and Information .................................................................................8
Services Requested ..............................................................................................................9
Worksheet A: General Building Maintenance Services .....................................................11
Worksheet B: Janitorial Services Overview ........................................................................12
Proposal Prices ....................................................................................................................22
Proposer’s Signature Page ....................................................................................................23
Non-Collusion Affidavit ........................................................................................................26
List of References ................................................................................................................28
Required Subcontractor’s Information ..............................................................................29
Draft Agreement ..................................................................................................................30
INVITATION FOR PROPOSALS

The City of Jurupa Valley requests proposals from qualified contractors to provide Janitorial Services. The purpose of this Request for Proposals (RFP) is to select the most qualified contractor to provide related Janitorial Services to the City of Jurupa Valley.

Contractors will effectively, efficiently, and safely maintain a high level of cleanliness in accordance with the best standards of practice. Services required of the Contractor include furnishing at his/her own expense all transportation, tools, equipment, fuel, labor, materials, green and/or green sealed certified cleaning and chemical supplies, supervision, and services necessary for the satisfactory performance of the work.

Proposals will be accepted at the office of the City Clerk, located at 8930 Limonite Avenue, Jurupa Valley, CA 92509 until 3:00 p.m. on June 14, 2019. Late proposals will not be accepted and will be returned, unopened, to the applicant. Sealed proposals should be submitted to:

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

All proposals must be clearly identified on the outside of the envelope:

Proposal for 2019-2023 Janitorial Services
Attention Vicki Wasko, City Clerk

No faxed or emailed proposal responses will be accepted. The applicant shall deliver the original proposal and two (2) additional copies to the above-stated address. Costs for preparing the proposal shall be borne by the proposing contractor.

INQUIRIES

For information relating to the details of this RFP, please contact Senior Management Analyst, Sean McGovern at (951) 332-6464 ext. 249 or by email at smcgovern@jurupavalley.org.
PROPPOSAL SUBMISSION INSTRUCTIONS:

All proposals must be properly signed by an authorized representative of the proposing contractor or with the legal capacity to bind the contractor to an agreement with the City. In addition, the proposer’s authorized signature of the proposal assures the contractor’s understanding of the intent to enter into an agreement for the scope of work.

Proposals may be withdrawn up to the date and time set for closing upon written or e-mailed notice to the City. Negligence upon the part of the proposer in preparing their proposal shall not constitute a right to withdraw a proposal subsequent to proposal opening. A conditional or unqualified proposal may be cause for rejection. Only proposals properly received will be accepted.

ANTICIPATED SCHEDULE

The following is the City’s anticipated schedule for the selection of a Contractor.

1. Request for Proposal (RFP) Published: May 1, 2019
2. Pre-Proposal Conference/Walkthrough: May 15, 2019 at 2:00 PM
3. Deadline for Questions: May 22, 2019, no later than 5:00 PM
4. Deadline for Submitting RFP: June 14, 2019 at 3:00 PM
5. Anticipated Award of Contract: July 19, 2019
6. Anticipated Start Date: November 1, 2019

CONTRACT TERM

The City is seeking to award this contract for an initial term of twenty months (20), with one (1), two (2) year extension period at the option of the City. The City shall not be required to provide “cause” or any reason whatsoever should the City elect not to renew or extend the contract beyond the initial term. The Agreement term and all extensions thereto shall not exceed a total of three (3) years and eight (8) months.
PROPOSAL REQUIREMENTS

All responses to this RFP shall be submitted in the following format:

A. Cover Letter: A letter of interest and a brief description and summary of the contractor’s qualifications. The cover letter shall include the name, title, telephone number, and e-mail address of the contact person who will be authorized to make representations for the firm.

B. Contractor Information: Proposing contractors shall submit a proposal which must contain the following information as a minimum:

1. A statement of your firm’s approach to providing the services outlined in the Scope of Services.

2. The name and title of key individuals who would be responsible for the performance of the services.

3. A brief description or narrative demonstrating your understanding of the Scope of Work. The contractor must, in addition to the project scope and services requested, detail precisely what is included and excluded.

4. Copies of all applicable licenses and insurance certificates (i.e. worker’s compensation, general liability, vehicle, etc.). The City will require a Business Registration Certificate within ten (10) days of award of the contract. Fee will be waived.

C. Required Submittal Forms: (These MUST be included for the proposal to be considered):

   Exhibit A. Proposal Prices

   Exhibit B. Proposer’s Signature Page

   Exhibit C. Non-Collusion Affidavit

   Exhibit D. List of References

   Exhibit E. Required Subcontractor’s Information

   Exhibit F. Draft Agreement for Janitorial Services

D. Draft Agreement Comments/Exceptions: Proposer must include any exceptions to the Draft Agreement for Janitorial Services provided as Exhibit F. If no exceptions are proposed, proposer shall turn in the Draft Agreement for Janitorial Services blank.

GENERAL PROVISIONS

This RFP does not commit the City of Jurupa Valley to award a contract. The City reserves the right to accept or reject any or all proposals received pursuant to this RFP, to extend the deadline to respond to this RFP, to conduct interviews, to negotiate with any qualified contractor, to request a best and final offer, or to cancel this RFP in part or in its entirety. Failure to meet the requirements of this RFP will be cause for rejection. The City may reject any submittal if it is conditional,
incomplete, contains irregularities, etc. The City reserves the right to reject any and all submittals without cause. The City also reserves the right to elect to divide the scope of work identified in the RFP at its discretion, and award contracts to more than one (1) proposing contractor firm.

The City may require the selected contractor to participate in negotiations and to submit such technical, price, or other revisions of their proposals as may result from negotiations. Any costs incurred by the contractor in responding to this RFP shall be at the contractor’s sole expense and will not be reimbursed by the City. A Draft Agreement for Janitorial Services is included as Exhibit F in this RFP.

In preparing a response to this RFP, the proposers should expect to have access only to public records. Proposers should not expect any assistance from City staff in the preparation of the proposal, with the exception of providing clarifications in writing.

For proposals submitted pursuant to the RFP, the contractor affirms that they shall not, on the ground of race, religious creed, color, national origin, age, ancestry, physical handicap, medical condition, marital status, or sex, discriminate or permit discrimination against any person or group of persons in a manner prohibited by Federal, State, or local laws. In connection with proposals pursuant to this RFP, contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, age, ancestry, physical handicap, medical condition, marital status, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In the event of contractor’s noncompliance with this nondiscrimination clause or with any such rules, regulations or orders, the contractor may be declared ineligible for this contract.

EVALUATION AND SELECTION

A. Evaluation Criteria: Primary consideration will be given to the general appropriateness of the qualifications with respect to the services to be performed, the competence and ability of the contractor and the firm’s willingness to work closely with City staff, its agents and other contractors. The City reserves the right to reject qualifications that are determined to be inappropriate, inadequate, or incomplete. The City will evaluate all proposals for completeness, competence, and the suitability of the contractor, based on the following primary criteria:

1. The contractor’s overall approach in providing an understanding of the services requested, including completeness and clarity of submission, and qualitative nature of the services proposed.

2. The contractor’s demonstrated ability, organizational capacity, and financial capacity to carry out, in a timely manner, the services as specified in the RFP.

3. The contractor’s qualifications, proven record, and experience including referrals in providing the type of professional services requested in the RFP.
4. Availability of personnel to respond to the City’s requests in a timely manner.

5. Reasonableness and competitiveness of the cost proposal.

6. Experience with municipal or public-agency related janitorial services provision, or other experience working with municipal and other public entities.

7. Other criteria, in addition to, or in lieu of, the criteria described above, as deemed necessary and appropriate.

B. Additional Selection Information: Selection will be based on the proposal received by the City, information provided by references, and information presented in follow-up interviews, if conducted. In addition, a prospective contractor must meet the following standards as they pertain to this RFP:

1. The Contractor must have adequate technical and financial resources for performance, as well as adequate equipment, or have the ability to obtain and to manage such resources and equipment as required during the performance period of the Agreement.

2. The Contractor must have the necessary licenses, experience, organization, technical qualifications, skills, and facilities, or have the ability to obtain and to manage them (including any subcontractor arrangements).

3. The Contractor must have a satisfactory record of contractual performance.

4. The Contractor must be otherwise qualified and eligible to receive an award under all applicable laws and regulations.

5. The Contractor must maintain all General Liability and Owned and Non-owned or Hired Automobile Liability insurance coverage, and Workers’ Compensation coverage as required by law and as specified by the City.

C. Evaluation Procedure:

1. An Evaluation Committee will review the proposals and contact contractors’ references, and at the City’s option, create a short-list of respondents.

2. Upon ranking the qualifications, short-listed contractors may be invited for interviews. At its discretion, the City may choose not to hold interviews and make selections based on its initial evaluation of the proposal.

3. After final ranking, contract award will be based on price/fee negotiations, which will be held with the top-ranked contractor. If an agreement cannot be reached, negotiations will be terminated, and may be held in rank-order with other contractors until an agreement on scope, schedule, price, and fees can be reached.

4. The selected contractor will be required to enter into an Agreement for services contract.
PREVAILING WAGE STIPULATION

While not anticipated, to the extent to which any work performed by the Contractor requires the compensation of Prevailing Wages, the following terms shall apply:

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

B. Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to http://www.dir.ca.gov/Public-Works/PublicWorks.html.

OTHER REQUIREMENTS AND INFORMATION

A. Invoicing: In addition to providing regular monthly reports, Contractor will be required to submit a monthly invoice to be paid by the City. Invoices shall contain all services performed and their associated charges for the previous month.

B. Sub-contracting: Contractor may sub-contract certain services if they cannot be performed internally by the Contractor party to the Agreement with the prior written consent of the City Manager or his/her designee. Unless authorized by the City to do otherwise, the Contractor shall provide proof that at least three (3) proposals were solicited for any services by the Contractor before the selection of a sub-contractor was made to perform a service(s).

C. Hours of Service: The Jurupa Valley City Hall is open to the public from 8:00AM to 5:00PM, Monday through Friday. The majority of foot traffic activity occurs during “open counter”
times, which are 8:00AM to 12:00PM, Monday through Friday. Regular City Council meetings occur two Thursday’s per month and begin at 6:00PM. Regular Planning Commission meetings occur two Wednesday’s per month and begins at 6:00PM. On occasion, special public meetings are held during the day and on evenings.

D. Background Checks on Contractor’s Employees: As Contractor’s employees are given unique access to City-owned properties under minimal direct supervision, the City of Jurupa Valley intends to perform standard criminal background checks on all employees of the Contractor that are given access to City-occupied facilities. The City will pay for the costs of administering the criminal background check process.

SERVICES REQUESTED

This project includes regularly providing scheduled janitorial services and appropriate supplies to effectively and safely maintain a high level of cleanliness for the specified facility areas in accordance with the best standards of practice. It shall be the successful Contractor’s responsibility to furnish at their organization’s expense all tools, equipment, labor, fuel, materials, supplies, supervision, and services necessary for the satisfactory performance of the work set forth in these specifications, unless otherwise specifically noted in this RFP or attached Agreement. In addition, Contractor will be responsible for assuring the proper closure of City Hall facilities following public meetings.

The Contractor shall provide, at their organization’s expense, all necessary cleaning supplies and equipment as may be required to perform the janitorial or other services outlined in the RFP such as, but not limited to: cleaning supplies, basic tools, ladders and forms of high-lift equipment, floor wax, furniture polish, custodial tools, trash, recycling and organics receptacle liners, laundry materials, all-purpose cleaners, and disinfecting products. Vacuums provided by the Contractor will be quality commercial grade units that are equipped with HEPA filters. The City reserves the right to review and approve all items which may be used in the performance of services. Contractor shall provide a list of all supplies to be used. No additional compensation shall be provided for such items.

Contractor shall also be responsible for supplying rest rooms and other areas with supplies in sufficient quantities as to be continuously available in all rest rooms and other areas. Quality shall not be less than that generally available in a first-class American hotel and shall be subject to the approval of the City. Supplies shall include the following: toilet tissue (two-ply), dispenser paper towels, flushable commode seat covers, dispenser hand soap (lotion), and hand sanitizer refills. The Contractor’s cost for supplying material refills shall be shown in Exhibit A of this RFP.

To provide proposal pricing, a series of Worksheets has been provided with details on how each service is to be performed.

Worksheet A. General Building Maintenance Services & Responsibilities
Worksheet B. Janitorial Services Overview and Scope of Services

~ 9 ~
The following exhibits are attached to this RFP. Exhibits A through E must be completed in their entirety for the proposing contractor to be considered responsive to this RFP. If proposing Contractor is selected, Exhibit F will be fully executed upon submission of Agreement to City Council. Exhibit F is provided for review and to collect optional comments from proposing Contractors.

Exhibit A. Proposal Prices

Exhibit B. Proposer’s Signature Page

Exhibit C. Non-Collusion Affidavit

Exhibit D. List of References

Exhibit E. Required Subcontractor’s Information

Exhibit F. DRAFT CITY OF JURUPA VALLEY AGREEMENT FOR JANITORIAL SERVICES.
WORKSHEET A: GENERAL BUILDING MAINTENANCE SERVICES & RESPONSIBILITIES

The following information is intended to represent some of general building maintenance services that the Contractor is required to provide.

A. Typical Service Hours: All routine janitorial work is to be performed on weekdays after the City Hall is closed for public business beginning at or around 5:00PM. In some instances, Contractor will be required to perform routine janitorial and other services while accommodating any public or private meetings that occur after the City Hall is officially closed for regular public business. Contractor is expected to become thoroughly familiar with meeting schedules of the City and will need to remain actively aware of any upcoming meetings or events that may alter the times in which routine janitorial work or any other services are performed.

B. Building Closure for City Council Meetings: City Council meetings occur twice per month, on the first and third Thursdays in the evening. The meetings begin at 6:00PM and typically last two (2) to five (5) hours. In some instances, City Council meetings will continue beyond five (5) hours. The City hosts an estimated twenty-four (24) City Council meetings per year. Contractor is expected to perform a secure closing of the City Hall building directly after the City Council meeting concludes.

C. Building Closure for Planning Commission Meetings: Planning Commission meetings occur twice per month, on the second and fourth Wednesdays in the evening. The meetings begin at 6:00PM and typically last two (2) to five (5) hours. In some instances, Planning Commission meetings will continue beyond five (5) hours. The City hosts an estimated twenty-four (24) Planning Commission meetings per year. Contractor is expected to perform a secure closing of the City Hall building directly after the Planning Commission meeting concludes.

D. Building Closure for Other Public Meetings and Events: Public meetings may also occur on various weekday evenings. The City hosts an estimated six (6) to twelve (12) evening meetings or events per year. Contractor is expected to perform a secure closing of the City Hall building directly after any scheduled public meeting or event as directed by the City.

E. Compensation to Contractor for Building Closure: Ideally, building closures will occur immediately after Contractor completes routine janitorial services. In some instances, building closures must occur to accommodate extended public meetings and after janitorial services have been completed by Contractor. In any instance where janitorial services have been completed and Contractor is required to wait for a public meeting to end so that a building closure can be initiated, the Contractor shall be compensated on a labor-hour basis (see Standard Labor Hour in Exhibit A).
WORKSHEET B: JANITORIAL SERVICES OVERVIEW

The following worksheet (Worksheet B) is for the City of Jurupa Valley to provide the proposer with a general understanding of the size and scope of the Janitorial Services required for this project. In addition to carefully studying this RFP, proposers are strongly encouraged to attend the Pre-Proposal Conference/Project Walkthrough on May 15, 2019 to develop a first-person, visual understanding of the project site. The measurements and descriptions of building areas in this section are only estimations. Proposers are required to become familiar with size and scope of the project before submitting a response to this RFP.

The primary site for Janitorial Services will be at the Jurupa Valley City Hall (City Hall), located at 8930 Limonite Avenue, Jurupa Valley, California 92509. The building has undergone several remodels and expansions. The building has been used as the City Hall since January, 2015. The 20,000 square foot building has two (2) levels, three (3) designated areas, four (4) rest rooms, and several offices, workstations, conference rooms, and a City Council chambers used for public meetings. The City Council Chambers occupies approximately 9,000 square feet of the total area. Public parking is available on the north and west sides of the building. Private/employee parking is available on the south side of the building in a gated area.
City Hall Description: (M1) First Floor, Main Building

*M1 Summary:*

The first floor of the main building is the most trafficked area of City Hall. Some areas are accessible to the public. The first floor of the main building contains publicly accessible counter space, offices, enclosed workstations, cubicles, a fully-functioning kitchen, conference rooms, four (4) bathrooms, and the primary meeting area for City Council meetings.

*M1 Detail:*

<table>
<thead>
<tr>
<th>Meeting Rooms:</th>
<th>One (1) medium meeting room with a six-person table and workstation desk. Carpet flooring.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enclosed Offices:</td>
<td>One (1) large office with two (2) unenclosed workstations, one (1) large enclosed office with small meeting tables in addition to all</td>
</tr>
<tr>
<td><strong>Enclosed Workstations:</strong></td>
<td>Ten (10) enclosed workstations. High-walled “cubicle” type workstations. Each enclosed workstation typically contains large desk space, cabinet or shelving storage, desk and guest chairs, and a computer. One of the four “cubicle” walls in each enclosed workstation may contain transparent windows. Carpet flooring.</td>
</tr>
<tr>
<td><strong>Workstations (not enclosed):</strong></td>
<td>Sixteen (16) unenclosed workstations. Typical “cubicle” setup with shoulder-height canvas partition walls, desk with computer and shelving, and office chair. Carpet flooring.</td>
</tr>
<tr>
<td><strong>Auxiliary/Kitchen:</strong></td>
<td>Fully functioning kitchen and “breakroom” with deep sink, full-sized refrigerator, water cooler, medium-size dining table, microwave, various cabinets and surface space. Vinyl flooring.</td>
</tr>
<tr>
<td><strong>Bathrooms:</strong></td>
<td>One (1) publicly accessible restroom facility. Each side (men’s and women’s) contains two (2) enclosed stalls and one sink. Two (2) private, individual, single-user restrooms for City employees. Ceramic tile flooring in all restrooms.</td>
</tr>
<tr>
<td><strong>City Council Chambers:</strong></td>
<td>Large open space in the center of M1. Seating capacity for 100-115 public attendees on canvas chairs. Three (3) large podium-style desks that seat the City Council and various City-staff with leather chairs. Wood speaking podium in center of room. Carpet flooring.</td>
</tr>
<tr>
<td><strong>Common space:</strong></td>
<td>Common area utilized for high-traffic “counter service.” Includes a large counter, a side counter with glass reception window, waiting room chairs, and a small table. Five (5) open-concept workstations and a copy/printer area are located behind the front counter. Common area also includes a small historical exhibit with glass display cases. Visitors traffic a wood grain WPC-type floor to access the counter and meeting areas. The rest of the common space is carpet flooring.</td>
</tr>
<tr>
<td><strong>Additional Information:</strong></td>
<td>One (1) small “plans storage” room that contains a small library of building and engineering documents on a shelving apparatus. Vinyl flooring. One (1) large, open mail room. Room contains various desks and shelving to store mail, office supplies, and documents. Also contains a large office copy/printer machine. Vinyl flooring.</td>
</tr>
</tbody>
</table>
City Hall Description: (M2) Second Floor, Main Building

Summary (M2):

The second floor of the main building contains offices, enclosed work stations, conference rooms, an executive conference room with a kitchenette, and a stand-alone coffee/breakroom.

Detail (M2):

<p>| Meeting Rooms: | One (1) large meeting room. Contains executive conference table that seats twelve (12), deep sink with counter and cabinet space, wall-mounted television with underlying cabinet space, wall mounted dry erase board, free standing electronic white board, small cabinet space with printer. Carpet flooring. |
| Enclosed Offices: | Ten (10) enclosed offices. Each office typically contains large desk space, cabinet or shelving storage, desk and guest chairs, and a computer. Small “door light” window. Carpet flooring. |
| Enclosed Workstations: | Four (4) enclosed workstations. High-walled “cubicle” type work stations. Each enclosed workstation typically contains large desk space, cabinet or shelving storage, desk and guest chairs, and a computer. One of the four cubicle walls contains transparent windows. Carpet flooring. |
| Kitchen/Axillary: | One (1) enclosed kitchenette. Room contains counter and cabinet storage space, full-sized refrigerator, microwave, coffee dispenser, coffee cabinet, and water cooler. Vinyl flooring. |
| | One (1) enclosed printing room. Room contains large office copy/printer machine, large counter and cabinet space. Carpet flooring |
| | One (1) enclosed document storage room. Room contains large metal filing cabinets and surface space. Various metal filing cabinets. Carpet Flooring. |</p>
<table>
<thead>
<tr>
<th><strong>One (1) enclosed security and computer system server room. Small corner enclosure with computer and server equipment. Concrete flooring.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Common Space:</strong></td>
</tr>
<tr>
<td><strong>Additional Information:</strong></td>
</tr>
</tbody>
</table>
City Hall Description: (AUX) Axillary Section, Addition to the Main Building

Summary (AUX):

The “auxiliary” building extension is a proportionally smaller area that is connected to the main building. The auxiliary building extension has two (2) floors. The first floor consists of a large office area that houses engineering and public works staff offices and workstations. The first floor of the auxiliary building extension also contains an indoor equipment storage area, where various hand tools, power equipment, and other maintenance tools are stored. The second floor of the auxiliary building extension contains various office cubicles and a large executive conference room.

Detail (AUX):

<table>
<thead>
<tr>
<th>Meeting Rooms</th>
<th>One (1) dedicated meeting area used as a conference room. Contains large center table with rolling chairs. Room also contains six (6) side tables for storage. Carpet flooring.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enclosed Offices</td>
<td>One (1) large enclosed office area that also has a medium-sized “plan review” table surrounded by chairs. Six (6) Unenclosed work Stations. Typical “cubicle” setup with shoulder-height canvas partition walls, desk with computer and office chair. Carpet flooring.</td>
</tr>
<tr>
<td>Workstations (not enclosed):</td>
<td>Ten (10) open-concept work stations. Carpet flooring.</td>
</tr>
<tr>
<td>Auxiliary:</td>
<td><strong>Note</strong> There is also a large equipment and tool storage area with outside access that will not be maintained under the terms of this RFP/Agreement.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Common space:</td>
<td>Heavy-duty tile hallways on first level, carpeted hallways on upper level.</td>
</tr>
<tr>
<td>Additional Information:</td>
<td>N/A.</td>
</tr>
</tbody>
</table>
SCOPE OF JANITORIAL SERVICES

The City has provided a description of the City Hall areas to be cleaned. Specific tasks and frequencies are listed below. It is the Contractor’s responsibility to ensure enough labor is being provided to complete these tasks and frequencies accordingly. The Contractor may be required to meet with the City Manager (or his designee) once every two (2) weeks for facility inspections and confirmation of completed tasks.

Primary location for all Janitorial Services is City Hall. This includes all designated areas (M1, M2, and AUX), conference rooms, meeting rooms, offices, council chambers, reception areas, and open common space areas, and restrooms, kitchens, meeting areas, lobbies, interior hallways, entryways and accessible areas at City Hall.

**Nightly Janitorial Services**

**General**

1. All waste containers shall be cleaned and emptied, liners changed, and contents disposed of in a designated area. Containers to be returned to original locations.

2. Remove any trash from outside containers.

3. Sweep, mop and clean all hard, vinyl, and tile flooring with proper sanitizer.

4. Spot vacuum all carpet to remove any visible debris.

5. Dust all desks, chairs, tables, and other office furniture and equipment (paperwork must be cleared by City staff).

6. Clean all drinking fountains.

7. Spot-clean to remove all smudges from reception area windows, counters, chairs and fingerprints from glass entry doors or any interior windows.

8. Check all hand sanitizer dispensers (seven in building). Refill if needed.

9. Leave written notice of any irregularities noted during servicing, i.e. defective plumbing fixtures, electrical problems, burned-out lights, etc.

10. Turn off all lights except those required and designated to be left on.

11. Set automated alarm system upon completion of janitorial services.

**Kitchen, Breakroom, and Coffee Areas**

1. Clean and disinfect all sinks and countertops.

2. Clean outside of refrigerators, water coolers, and any other appliances.

3. Clean microwaves inside and out.
4. Damp wipe all tables, counter tops, and seats.

5. Place all used dishes into kitchen sink.

Restrooms

1. Clean and sanitize all urinals, toilets, and wash basins, including all chrome fittings, bright work, and countertops.

2. Clean tile behind and around urinals and toilettes.

3. Thoroughly clean all mirrors.

4. Sweep and mop all floors with germicidal/anti-bacterial cleaner.

5. Restock all supplies as necessary (hand soap, tissue, paper towels, linens, seat covers, any other needed forestry-based products, etc.)

6. Repair, replace, or report broken paper towel, tissue, or hand soap dispensers to City.

7. Wipe and clean trash containers.

8. Clean all patricians, doors, and ledges.

Weekly Janitorial Services

These service items must be performed at least once each week in addition to the Nightly Services.

General

1. Dust all ledges, walls, railings, and other flat surfaces. Remove dust and cobwebs.

2. Dust all picture/art frames and partitions.

3. Wash all entrance areas.

4. Clean all glass entry doors and glass partitions top to bottom.

5. Buff all tile floors.

6. Thoroughly vacuum all carpeted areas, move all chairs, and vacuum under desks and tables. Replace and moved items to their original location.

7. Clean and polish wood furniture and dais in City Council chambers.

8. Spot clean minor stains in carpet.

9. Spot clean wall surfaces in hallways and common space areas.
Kitchen, Breakroom, and Coffee Areas

1. Thoroughly clean, polish, and sanitize all sinks, countertops, and cabinets.

Janitorial Closet/Staging Area

1. Mop and disinfect floors.
2. Restock supplies.

Monthly Janitorial Services

These service items must be completed at least once each month in addition to all Nightly and Weekly services.

General throughout facility

1. Clean all doors and frames.
2. Clean base molding and thoroughly vacuum all edges of carpeted areas.
3. Spot clean minor stains in seats in the City Council chambers.
4. Clean and polish all interior railings.
5. Spot clean wall surfaces.
7. Remove lime build-up from all faucets in kitchen and restrooms.
8. Clean/wash all doors and partitions.
9. Wash all windows inside and out.
EXHIBIT A

PROPOSAL PRICES

Janitorial Services

The following exhibit (Exhibit A) is for the proposer to provide the City of Jurupa Valley with prices for Janitorial Services described in this RFP. Prices must include all equipment, trash and recycling receptacle liners, cleaning supplies and chemicals, and labor necessary to complete the services.

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Description</th>
<th>Frequency per Year</th>
<th>Cost per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Hall Janitorial Services</td>
<td>Nightly Services</td>
<td>260</td>
<td>$___________</td>
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<tr>
<td>City Hall Janitorial Services</td>
<td>Weekly Services</td>
<td>52</td>
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<tr>
<td>City Hall Janitorial Services</td>
<td>Monthly Services</td>
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<td>$___________</td>
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Cost per year $__________

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Description</th>
<th>Cost per Hour</th>
</tr>
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<tbody>
<tr>
<td>Standard Labor Rate</td>
<td>An hourly labor rate. Typically, this will only be used when a Contractor’s employee is required to sit on standby to initiate a building closure due to public meetings.</td>
<td>$___________</td>
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<table>
<thead>
<tr>
<th>Service Type</th>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refill Bathroom Tissue*</td>
<td>Two-ply quality bathroom tissue, large circular roll.</td>
<td>$___________</td>
</tr>
<tr>
<td>Refill Hand Soap Dispenser*</td>
<td>Lotion hand soap 800ml &quot;bag-in-the-box&quot; style refill.</td>
<td>$___________</td>
</tr>
<tr>
<td>Refill Paper Towel Dispenser*</td>
<td>Lever-style roll towel dispenser refill.</td>
<td>$___________</td>
</tr>
<tr>
<td>Refill Hand Sanitizer Dispenser*</td>
<td>Purell/Gojo #1903 size hand sanitizer refill.</td>
<td>$___________</td>
</tr>
<tr>
<td>Refill flushable Commode Seat Covers*</td>
<td>Flushable commode seat covers, pack of 250.</td>
<td>$___________</td>
</tr>
</tbody>
</table>

*For refill materials, the City may exercise at their discretion, the right to supply some or all of the items with the "*" asterisk above at any time throughout the duration of the Agreement.
EXHIBIT B

PROPOSER’S SIGNATURE PAGE

Janitorial Services

The undersigned, having become familiar with the local conditions affecting the cost of work, hereby proposes to furnish all management, operators, tools, supplies, equipment, material, transportation, and labor service necessary to perform and complete in a workmanlike manner all work performed under any contract resulting from this proposal.

By submission of this proposal, the undersigned certifies that this proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this proposal with any other proposer or competitor.
PROPOSER’S SIGNATURE PAGE

CONTRACTORS STATE LICENSE: Number: __________________________
Classification(s): __________________________
Expiration Date: __________________________
(Business & Professions Code 7028.15)

FEDERAL IDENTIFICATION NO.: __________________________

PRESENT CITY BUSINESS REGISTRATION: Number: __________________________
(Not required at time Proposal is submitted) Expiration Date: __________________________

PROPOSER: _______________________________________________________
(Contractor Name)

ADDRESS: _______________________________________________________

TELEPHONE NUMBER(S): __________________________________________

PRINT NAME: ____________________________________________________

SIGNATURE: ______________________________________________________

TITLE: __________________________ DATE: __________________________

SIGNING INSTRUCTIONS TO THE CONTRACTOR

This Proposal must have a valid signature above and be delivered as required or it will be considered non-responsive (CCP 1933).

Proposer’s Signature Page to be accompanied by notary certificates attached following this page. Note the description of the document on the notary certificate and attach notary certificates immediately following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officers having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

NOTE: Name on State Contractor License must agree with Proposer’s name.
State of California
County of ______________________

On ______________________, before me, ______________________, Notary Public, personally appeared ______________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached Proposal for 2019-2023 Janitorial Services for the City of Jurupa Valley 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)
EXHIBIT C

NON-COLLUSION AFFIDAVIT

Janitorial Services

STATE OF CALIFORNIA

) SS

COUNTY OF RIVERSIDE

) SS

(NAME) ____________________________________________________________, affiant being first duly sworn, deposes and says:

That he or she is ________________________________ of ________________________________ the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the price, or of that of any other Proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid. (Public Contract Code Section 7106)

Address: ____________________________________________________________

Telephone No: _______________________________________________________

Print Name: __________________________________________________________

Signature: ____________________________________________________________

Title: ________________________________________________________________

Signing Instructions to the Contractor

Non-Collusion Affidavit must be accompanied by notary certificates for signature. Note the description of the document on the notary certificate. Attach notary certificate immediately following this page.
State of California )
County of ______________________ )

On _________________, before me, ____________________________, (insert name and title of the officer)
Notary Public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached Proposal for 2019-2023 Janitorial Services for the City of Jurupa Valley 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)
# EXHIBIT D

## LIST OF REFERENCES

### Janitorial Services

PROPOSER: ________________________________________________

REFERENCES
Following are the names, addresses and telephone numbers for three (3) public agencies for which PROPOSER has performed similar work within the past two (2) years:

1. 
   - **Name and Address of Agency**
   - **Name, Title, and Telephone Number of Person Familiar with Project**
   - **Contract Amount**
   - **Type of Work**
   - **Date Completed**

2. 
   - **Name and Address of Agency**
   - **Name, Title, and Telephone Number of Person Familiar with Project**
   - **Contract Amount**
   - **Type of Work**
   - **Date Completed**

3. 
   - **Name and Address of Agency**
   - **Name, Title, and Telephone Number of Person Familiar with Project**
   - **Contract Amount**
   - **Type of Work**
   - **Date Completed**

**Note to Proposer:**
Prepared lists of projects completed may be included as a part of the Proposal, but will not be accepted in lieu of this form, completely filled out. This information or lack of response will not be used to disqualify the Proposer.
## EXHIBIT E

### REQUIRED SUBCONTRACTOR’S INFORMATION

#### Janitorial Services

<table>
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<tr>
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| CITY, ZIP | |
|-----------| |
EXHIBIT F

DRAFT AGREEMENT

Janitorial Services

DRAFT CITY OF JURUPA VALLEY AGREEMENT FOR JANITORIAL SERVICES
City of Jurupa Valley

Request for Proposals
Janitorial Services

June 10, 2019

Santa Fe
BUILDING MAINTENANCE

15644 Palomino Dr.
Chino Hills, CA 91709
Tel: (909) 606-2756
Fax: (909) 606-6469
www.Santafebldmaint.com
Table of Contents

- **Technical Proposal**

  Letter of Transmittal .......................................................................................... 2
  Company at a Glance ......................................................................................... 3-4
  Company Profile ............................................................................................... 5
  Proposed Staffing and Work Plan ..................................................................... 6-9
  Assigned Personnel and Work Experience ...................................................... 10
  Approach and Methodologies ........................................................................... 11-15
  References ......................................................................................................... 16-18
  Sample Contract Statement .............................................................................. 19
  Insurance Sample .............................................................................................. 20

- **Proposal Forms**

  Exhibit A – Proposal Prices
  Exhibit B – Proposer’s Signature Page
  Exhibit C – Non-Collusion Affidavit
  Exhibit D – List of References
  Exhibit E – Required Subcontractor’s Information
  Exhibit F - Draft Agreement
June 10, 2019

Sean McGovern, Senior Management Analyst
City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509

Re: RFP# JANITORIAL SERVICES

Dear Sean,

As the incumbent contractor, we would like to thank you for allowing Santa Fe Building Maintenance the opportunity to prepare a proposal to keep providing janitorial services for the city. Santa Fe respectively submits this proposal for with full knowledge and understanding of the terms and conditions of the services to be performed. We acknowledge the receipt of all addenda, as well as having the ability and financial commitment to fulfill the requirements specified in the RFP Janitorial Services for the City of Jurupa Valley facilities.

In addition, we certify that our response is not made in the interest or on behalf of any person not named therein; we have not directly induced or solicited any person to submit a false of misleading proposal or to refrain from proposing. All information submitted including forms and applications were completed to the best and as accurate to our understanding.

Santa Fe Building Maintenance has been providing janitorial service to Southern California cities since 1975. Our experience and the ability to manage our level of work, sets us apart from most companies. We have a history of working effectively with counties and government facilities and are a trusted provider of high-quality janitorial services.

The following personnel are authorized to represent Santa Fe in any business conducted with the City, Irineo Nuno (General Manager). I can be contacted by telephone or by email:

Santa Fe Building Maintenance
15644 Palomino Drive
Chino Hills, CA 91709
Tel: (909) 606-2756
Fax: (909) 606-6469
E-mail: irineo@santafebldmaint.com

We look forward to the continuous opportunity of being a trusted and valued partner for the City of Jurupa Valley.

Sincerely,

Irineo Nuno
General Manager
### Company at Glance

**Name:** Santa Fe Building Maintenance  
**Address:** 15644 Palomino Dr.  
Chino Hills, CA 91709  
**Telephone:** (909) 606-2756 / 1 (877) 782-323 Toll Free  
**Fax:** (909) 606-6469  
**Website:** [www.santafebldmaint.com](http://www.santafebldmaint.com)  
**Legal Status:** Sole Proprietor  
**FEIN No.:** 55-0806687  
**Inception year:** 1978  
**Year in Business:** 41  
**Firm Size:** 56 Employees  
**Certifications:** Certified Small Business by the State of California Department of General Services  
**Services:** Professional Cleaning Services  
**Office Hours:** 9:00am to 5:00pm  
**Service Hours:** Services run 24 hours 7 Days a week  
**Service Areas:**  
- San Bernardino County  
- Orange County  
- Los Angeles County  
- Ventura County  
- San Diego County  
**Client Sectors:**  
- Government Facilities  
- Commercial Buildings  
- Private Facilities  
- Industrial Facilities  
- Transportation  
- Industrial & Manufacturing  
- Entertainment  
- Banking & Financial Services

General Services:
- Cleaning Service
- Floor Maintenance Services
- Window Cleaning Services
- Carpet Cleaning Services
- Blind Cleaning Services
- Carpet Steam Cleaning Services

Special Service:
- Pressure Washing Service
- Solar Panel Cleaning
- 24-hour Emergency Janitorial Services

Headquartered in the City of Chino Hills, Santa Fe Building Maintenance has been conducting its business of providing professional custodial services for over 41 years. It is at this location in which customer service, sales, marketing and administrative efforts are conducted, as well as the enforcement and administration of all contractual performances. Currently Santa Fe Building Maintenance is registered with the State of California Department of General Services as a Small Business in addition to being a minority woman owned business.

Founded in 1978, Santa Fe has been serving Southern California for the past four decades. Armed with years of experience, we have developed a clear understanding of the specific requirements and objectives of quality custodial services. Santa Fe Building Maintenance is a full-service building maintenance company. We specialize in daily custodial services, carpet & floor cleaning services, window washing, upholstery cleaning, pressure washing, stone floor cleaning, and parking lot cleaning services primarily for government contracts. Our service standards are kept high with our unique personal training of each employee and our dedication to service our clients' needs.

Santa Fe's mission is to add value to the organizations we serve. This commitment is exemplified by our intensive employee-training curriculum that emphasizes Total Customer Satisfaction. Our training programs ensure that all employees develop a proactive attitude, role and work emphasis focused on customer satisfaction. In addition, Santa Fe is dedicated in developing and utilizing the most up to date cleaning procedures along with the newest technological equipment, as well as automating many manual procedures in order to improve each of its' employee's productivity in cleaning.
Santa Fe Building Maintenance is a small, independently women owned business, which provides professional cleaning services to various privately-owned companies and government facilities. Since its establishment in 1978 Santa Fe Building Maintenance has been a choice provider of quality services for government and private companies throughout Southern California for almost half a century.

With its strong connection to Southern California, Santa Fe currently services The San Bernardino County 303 Building for which has been providing services since 2007, and other prominent clients such as the City of Santa Ana Police Department, Rancho Cucamonga Superior Courthouse, Orange County Libraries, City of Vernon and the South Coast Air Quality Management District (SCAQMD) among others. (Please refer to the “Reference” section of this package for more information)

Santa Fe Building Maintenance currently employs more than 56 dedicated, professional supervisors and maintenance personnel, who can meet the client’s every demand and quality standards. Under the current management, innovation and entrepreneurial leadership have allowed the company to grow into a thriving, quality maintenance service provider. One of Santa Fe’s strengths are it’s in depth management and administrative support for its field personnel. This support has created a trained loyal workforce with the skills to provide quality service that is consistent and dependable.

Santa Fe currently services and provides professional custodial services to more than 2 million square feet of government facilities and of private commercial office space daily. Santa Fe prides itself in that it has never been debarred from a contract and that no contract has ever been canceled due to the lack of quality of its services.

The company management staffs, with over 80 plus years of combined experience in the janitorial and maintenance field, help design the techniques, procedures and approach of all work plans. They implement their experience along with a previously written plan of approach and procedures to enhance and ensure that all facets of a current project are successfully completed on a timely manner.

While there are currently several companies that provide janitorial services, Santa Fe distinguishes from the others on the professionalism and experience that Santa Fe requires from all its’ field employees, office staff, and supervisors. Being a small business, we put greater care an emphasis on the quality of our work and the supervision of our employees. What differentiates Santa Fe from the competition is our commitment to provide more than just “a service” to our clients.

Santa Fe Building Maintenance has the financial capability and is currently in good financial standing, as there are no pending mergers, no bankruptcy, no pending litigations, and no office closures. We have a history of working effectively with counties and government facilities and are a trusted provider of high-quality janitorial services. Santa Fe complies with all federal, state and city, labor laws that may pertain to our kind of work. As the incumbent contractor we fully understand the goal that the City of Jurupa Valley has set for this project and are fully aware of the specifications. We understand that not all projects are the same, therefore, here at Santa Fe, we are fully committed and determine to do the best of our abilities to continue making this project a success.
Proposed Staffing and Work Plan

Santa Fe Building Maintenance proposes to provide janitorial services to the City of Jurupa Valley facilities, has explained and required in accordance to the specifications listed in the RFP# Janitorial Services.

Santa Fe’s approach to meet the required services will be by using the Zone Cleaning Approach. The Zone Cleaning Approach will ensure that all work is performed according to the contract requirements by utilizing a system of cleaning personnel, supervision, reports and legs ensuring that the facilities are cleaned and maintained up to or above Santa Fe’s and the City of Jurupa Valley service standards.

The zone cleaning approach is based on realistic goals and on responsiveness & understanding of the specifications. Santa Fe will use this approach has it’s been very successful with other projects of similar magnitude. The zone cleaning Approach consists of cleaning personnel assigned to a task or an area in the facility. Each team member is responsible for the completion of work on its assigned tasks or Area.

Benefits of Zone Cleaning

Zone cleaning, sometimes called area cleaning or route cleaning involves the assignment of a specific area to a janitor, or in this case a facility. Since the janitor is responsible for all the cleaning activities in the area, he must be fully knowledgeable in all areas of janitorial work and be familiar with all the daily tasks required to clean the facility. Equipment to perform work must be available when required and the janitor must know how to operate this equipment effectively. The primary benefit for zone cleaning is the awareness and familiarity of the janitor with every area of the assigned facility, as well as every building occupant. For this reason, a janitor can also be an effective security person, since strangers can easily be recognized and directed to their destination, or off the property as needed. The zone cleaner is responsible for every cleaning activity in the assigned area, any failure to provide good quality service can be easily recognized and corrected since daily services can be attributed to the janitor responsible for that area.

Given the City of Menifee facilities and cleaning requirements, Santa Fe Building Maintenance proposes the following staffing:

(1) One Account Supervisor
(1) One General Cleaning Personnel
(1) One Emergency On-call Staff
To achieve high level of quality service, and in order to meet the City of Jurupa Valley requirements, Santa Fe will be using the Scope of Work provided on the RFP, which is as follows:

**Daily - Nightly Janitorial Services**

**General Areas** - includes all designated areas (M1, M2, and AUX), conference rooms, meeting rooms, offices, council chambers, reception areas, and open common space areas, and restrooms, kitchens, meeting areas, lobbies, interior hallways, entryways and accessible areas at City Hall.

1) All waste containers shall be cleaned and emptied, liners changed, and contents disposed of in a designated area. Containers to be returned to original locations.
2) Remove any trash from outside containers.
3) Sweep, mop and clean all hard, vinyl, and tile flooring with proper sanitizer.
4) Spot vacuum all carpet to remove any visible debris.
5) Dust all desks, chairs, tables, and other office furniture and equipment (paperwork must be cleared by City staff).
6) Clean all drinking fountains.
7) Spot-clean to remove all smudges from reception area windows, counters, chairs and fingerprints from glass entry doors or any interior windows.
8) Check all hand sanitizer dispensers (three in building). Refill if needed.
9) Leave written notice of any irregularities noted during servicing, i.e. defective plumbing fixtures, electrical problems, burned-out lights, etc.
10) Turn off all lights except those required and designated to be left on.
11) Set automated alarm system upon completion of janitorial services.

**Kitchen, Breakroom, and Coffee Areas**

1) Clean and disinfect all sinks and countertops.
2) Clean outside of refrigerators, water coolers, and any other appliances.
3) Clean microwaves inside and out.
4) Damp wipe all tables, counter tops, and seats.
5) Place all used dishes into kitchen sink.

**Restrooms**

1) Clean and sanitize all urinals, toilets, and wash basins, including all chrome fittings, bright work, and countertops.
2) Clean tile behind and around urinals and toilettes.
3) Thoroughly clean all mirrors.
4) Sweep and mop all floors with germicidal/anti-bacterial cleaner.
5) Restock all supplies as necessary (hand soap, tissue, paper towels, linens, seat covers, any other needed forestry-based products, etc.)
6) Repair, replace, or report broken paper towel, tissue, or hand soap dispensers to City.
7) Wipe and clean trash containers.
8) Clean all patricians, doors, and ledges.

**Weekly Janitorial Services**

These service items must be performed at least once each week in addition to the Nightly Services.

**General Areas**

1) Dust all ledges, walls, railings, and other flat surfaces. Remove dust and cobwebs.
2) Dust all picture/art frames and partitions.
3) Wash all entrance areas.
4) Clean all glass entry doors and glass partitions top to bottom.
5) Buff all tile floors.
6) Thoroughly vacuum all carpeted areas, move all chairs, and vacuum under desks and tables. Replace and moved items to their original location.
7) Clean and polish wood furniture and dais in City Council chambers.
8) Spot clean minor stains in carpet.
9) Spot clean wall surfaces in hallways and common space areas.

**Kitchen, Breakroom, and Coffee Areas**

1) Thoroughly clean, polish, and sanitize all sinks, countertops, and cabinets.

**Janitorial Closet/Staging Area**

1) Mop and disinfect floors.
2) Restock supplies.

**Monthly Janitorial Services**

These service items must be completed at least once each month in addition to all Nightly and Weekly services.

**General Areas throughout facility**

1) Clean all doors and frames.
2) Clean base molding and thoroughly vacuum all edges of carpeted areas.
3) Spot clean minor stains in seats in the City Council chambers.
4) Clean and polish all interior railings.
5) Spot clean wall surfaces.
6) Spot clean carpeting.
7) Remove lime build-up from all faucets in kitchen and restrooms.
8) Clean/wash all doors and partitions.
9) Wash all windows inside and out.

**Supervision:**

Supervision of all staff will be performed by the Account Supervisor and by the assigned lead janitor/principal custodian. The account supervisor will visit facilities at random times both during and after working shifts are completed in order to inspect the quality of work being provided. Site inspections will also be conducted by the Account Supervisor who will meet with the City Manager (or his designee) once every two (2) weeks or when requested, in order to inspect and address issues with the services. Their presence at the worksite shall not be to intimidate employees but to serve as support to the work force. Using their experience on the cleaning business, the supervisors would offer their expertise pertaining to certain tasks, services, tools, etc. making the workforce safer and efficient while monitoring the quality of services. Lead janitor/principal custodian shall supervise and have full responsibility for directing the entire custodial crew on his/her shift, he shall report to Account Supervisor any deficiencies or problems found during working hours.

**Back-up/On-call Staff:**

Any absences of cleaning personnel either due to unanticipated emergencies or terminations will immediately be notify to City of Jurupa Valley Assigned Representative of changes on contract personnel. Santa Fe will maintain at least one Emergency On-Call Staff that would have gone to the same background and security screenings as regular staff, in order to cover absenteeism, suspensions, and or terminations. Existing work force hours might be extended for employees who are no working full time in order to cover absenteeism, suspensions, and or terminations.
### Assigned Personnel and Work Experience

#### Management Team

<table>
<thead>
<tr>
<th>Name</th>
<th>Professional Experience</th>
<th>Project Assignment</th>
<th>Assignment Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guadalupe Medina</td>
<td>39 years of experience on the janitorial field.</td>
<td>Company Owner</td>
<td>Responsible for managing the day-to-day operations of the company. Will work with the Contract Administrator to manage contract maintaining Santa Fe’s Policies and standards.</td>
</tr>
<tr>
<td>Irineo Nuno</td>
<td>32 years of experience on the janitorial field.</td>
<td>Contract Administrator /Account Supervisor</td>
<td>Responsible for the oversight and management of the contract and management of the cleaning program. It will be his responsibility to ensure that all parts of the contract are being followed and fulfilled and that all activities detailed in the Scope of Work are completed as per the contract. Will work with lead janitor/personnel and Supervisors to manage the cleaning program.</td>
</tr>
</tbody>
</table>

#### General Cleaning Personnel

<table>
<thead>
<tr>
<th>Name</th>
<th>Professional Experience</th>
<th>Project Assignment</th>
<th>Assignment Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milvia Alas</td>
<td>2 years providing services at the city.</td>
<td>Cleaning Personnel No. 1</td>
<td>Responsible for executing the tasks described on cleaning program, providing all required Daily &amp; Weekly cleaning services in order to achieve goals of maintaining a clean facility.</td>
</tr>
</tbody>
</table>

If one or more persons of the current staff decides not to continue working at the City, the company would promote existing part-time employees to fill the vacant positions. Santa Fe’s aim is to have all its employees working full time.

**RECRUITMENT FOR OPEN POSITIONS**
Santa Fe Building Maintenance is an Equal Opportunity and Affirmative Action Employer, no person applying for work with Santa Fe is ever turned down due to race, religion, gender, national origin, or physical disabilities. Our recruiting of new personnel works year around with our website. Santa Fe is always receiving applications of persons willing to work. Such applications are kept on file and are available when the need for new employees is required to fill positions.
1. Santa Fe Building Maintenance shall perform the Cleanings Services tasks in strict accordance with the frequencies stated on the “Worksheet A: General Building Maintenance Services & Responsibilities” and “Scope of Janitorial Services” of the Request for Proposals.

2. Santa Fe Building Maintenance shall perform the periodic cleaning services tasks as designated in the weekly and monthly work schedule or when ordered by the Project Manager.

3. Santa Fe Building Maintenance shall perform the Cleanings Services using equipment and chemicals meeting the requirements contained in the Request for Proposals. Santa Fe Building Maintenance shall follow the instructions provided by the manufacturers of such items in every case.

4. Unless exempted by the City Manager (or his designee), Cleaning personnel shall remove all non-fixed furnishing such as seats, chairs, trash and ash receptacles, storage containers, etc. prior to performing a Project and return such items after the completion of the Project.

5. Cleaning personnel shall return to their appropriate locations all items moved during the performance of the service, in public and common-use areas, cleaning personnel shall return all furniture to their appropriate configuration.

6. Cleaning personnel shall provide and use adequate barricades and signs to provide enough warning prior to, during and after the performance of the cleaning services.

**Clean and Disinfect Drinking Fountains**

Cleaning personnel shall use spray bottles of germicidal detergent solution, clean cloths, scrub pads and cream cleanser to remove all obvious soil, streaks, smudges, etc. from the drinking fountains and cabinets; then, disinfect and polished metal surfaces including the drain. After cleaning and disinfecting, the entire drinking fountain shall be free of streaks, stains, spots, smudges, scale, and other removable soil.

**Clean and Disinfect Fixtures**

Cleaning personnel shall use spray bottles or pump-up sprayers, to apply germicidal detergent solution to all surfaces of wash basins, toilets, urinals and adjacent surfaces. Cleaning personnel shall use clean cloths (except inside toilet bowl and urinals where Cleaning personnel shall use bowl mops) to remove soil from all surfaces of these
fixtures and adjacent surfaces. Cleaning personnel shall use a cream cleanser and scrub pads to remove soil not removed by the cloths and germicidal detergent solution. Cleaning personnel shall use dry cloths to dry metal surfaces of faucets, handles, valves, etc. The cloths used in cleaning and disinfecting toilets, urinals and other surfaces contaminated with urine or feces shall be a color readily distinguishable from cloths used on other surfaces and fixture. Cleaning personnel shall use a plumbing plunger to unstop clogged toilets.

**Damp Mop Non-Carpeted Floors**
Cleaning personnel shall use detergent solution and mops to remove soil from non-carpeted floors and baseboards which cannot be removed by sweeping, dust mopping or vacuuming. Cleaning personnel shall dust mop floors which are coated with floor finish prior to damp mopping. Cleaning personnel shall sweep other floor surfaces prior to damp mopping. Cleaning personnel shall damp mop all areas of the floor, after the floor has been damp mopped, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil which can be removed by damp mopping. In rest rooms and locker rooms, cleaning personnel shall use germicidal detergent instead of detergent solution.

**De-scale Toilets and Urinals**
Cleaning personnel shall use aseptic-type bowl cleaner and nylon bowl mops to remove scale, scum, mineral deposits, stains, etc. from the insides of toilet bowls and urinals.

**Disinfect Surfaces**
Cleaning personnel shall use cloths and germicidal detergent solution from spray bottles or pump-up sprayers to damp wipe and disinfect all surfaces of furniture, fixtures, walls, partitions, doors, etc.

**Dust Furniture**
Cleaning personnel shall use dusting tools, treated dust cloths or vacuum cleaners with dusting attachments to remove all dust, lint, litter, dry soil, etc. from the surfaces of chairs, telephones, lamps, cabinets, shelves, and other types of furniture and surfaces which are not considered to be building surfaces or building fixtures. Papers, typewriters, calculators, computers, staplers, and other similar desk items are not to be disturbed. Cleaning personnel shall accomplish dusting by the removal of soil from the area not by moving it from one surface to another.

**Dust Fixtures and Other Surfaces**
Cleaning personnel shall use dusting tools, treated dust cloths or vacuum cleaners with dusting attachments to remove litter, dry soil, etc. from the surface of ledges, heater convectors, windowsills, fire extinguishers, counter tops, walls, door frames and sills, ceiling mounted fans, fixtures, partitions, rails, blinds, and other types of fixtures
and surfaces which are not considered to be furniture surfaces or specialty equipment such as test equipment, computers, typewriters, calculators, etc. below 8 feet from the floor surface. Cleaning personnel shall dust up to a height of 8 feet from the floor surfaces at the interior and exterior of exterior entry areas. Cleaning personnel shall accomplish dusting by the removal of soil from the area not by moving it from one surface to another.

**Dust Mop or Sweep Non-Carpeted Floors**

Cleaning personnel shall use a treated dust mop to remove soil and litter from non-carpeted floors. On resilient tile, terrazzo, and other smooth finished floor surfaces, cleaning personnel shall use treated dust mops. On rough unsealed concrete, or other floors where dust mopping is not effective; cleaning personnel shall use brooms. Prior to dust mopping the floor surface, cleaning personnel shall use mops and detergent solution to remove wet soil from the floor. Cleaning personnel shall use a dustpan to remove accumulated soil and litter. After the floor has been dust mopped or swept, the floor surface, including corner and abutments, shall be free of dust.

**Entrance Mats**

Cleaning personnel shall use a vacuum cleaner to remove moisture and dry soil from carpeted type entrance mats. Cleaning personnel shall use a carpet stain remover and gum remover to remove carpet stains and gummy soil. Cleaning personnel shall clean exterior entrance mats by hosing with water and/or vacuuming.

**Empty. Trash Receptacles**

- Cleaning personnel shall empty and return to their appropriate location all waste baskets, cigarette ash receptacles and other trash containers.
- Cleaning personnel shall remove all litter, cans, papers, and other containers marked as "TRASH".
- Cleaning personnel shall keep trash in Recycle Containers separated from other trash.
- Cleaning personnel shall remove all collected trash to area(s) on the site or within the building as designated by the Project Manager in such a manner as to prevent the adjacent area from becoming littered by such trash.
- Cleaning personnel shall replace all obviously soiled or torn trash receptacle liners with a new trash receptacle liner. Liner shall be replaced in such a manner as to present a neat uniform appearance.
- Cleaning personnel shall use damp cloths & detergent solution or disinfectant & scrub pads to remove non-permanent stains and soil from the interior and exterior of trash receptacles.
Nonspecific Tasks
Cleaning personnel shall perform miscellaneous activities as directed by the Project Manager.

Polish Stainless Steel
Cleaning personnel shall polish stainless steel surfaces with glass cleaner and a soft cloth. Cleaning personnel shall use clean cloths and stainless-steel polish to remove smudges, fingerprints, marks, streaks, tape, etc. that glass cleaner cannot remove. Cleaning personnel shall remove excess stainless-steel polish.

Refill Dispensers
Cleaning personnel shall check and refill each toilet paper dispenser, hand soap dispenser, paper towel dispenser, toilet seat cover dispenser, etc. Cleaning personnel shall place supplies dispensers in accordance with the directions of the supplier and dispenser manufacturers. Cleaning personnel shall wipe surfaces adjacent to hand soap dispensers to remove spillage and leakage.

Remove Carpet Stains
Cleaning personnel shall use carpet stain removers, a dampened utility brush, clean cloths, aerosol gum remover and wet/dry tank vacuums to remove non-permanent stains from carpeted floors. Cleaning personnel shall blot or vacuum and scrape as much of the stain from the carpet as practical before applying carpet stain remover to the carpet. Cleaning personnel shall spray carpet stain remover onto the stain and use a utility brush if required. After the stain has dissolved, cleaning personnel shall blot and rub the stain up in such a manner as to prevent spreading of the stain. After the stain has been removed, cleaning personnel shall blot or wet vacuum the carpet dry.

Spot Clean Fixtures and Other Surfaces
Cleaning personnel shall use clean damp cloths, scrub pads, spray bottles of detergent solution, glass cleaner, or cream cleanser to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces of ledges, windows, partition glass, window sill and blinds, counter tops, walls, doors, door frames and sills, partitions, rails, and other types of fixtures and surfaces which are not considered to be furniture surfaces or specialty equipment such as test equipment, computers, typewriters, calculator etc. below 8 feet from the floor surface. Cleaning personnel shall perform spot cleaning up to a height of 8 feet from the floor surfaces with glass cleaner and soft clean cloths. Cleaning personnel shall remove all notices, posters, bulletins, flyers, etc. as directed by the City Manager (or his designee).

Spot Clean Furniture
Cleaning personnel shall use damp cloths, scrub pads, spray bottles of detergent solution, glass cleaner, or cream cleanser to remove smudges, fingerprints, marks, streaks, tape,
etc. from, the surfaces of chairs telephones, cleared surfaces of desks, lamps, tables, cabinets, shelves, and other types of furniture and surfaces which are not considered to be building surfaces or building fixtures. Typewriters, calculators, papers, computers, staplers, and other similar desk items are not to be disturbed.

**Vacuum Carpeted Floors**

Cleaning personnel shall use a carpet vacuum to remove visible and hidden soil and debris from the carpet surface and from within the carpet pile. Cleaning personnel shall use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum, after completely vacuuming, the carpet shall be free of all visible soil and litter and all soil which can be removed from the carpet pile.
Santa Fe Building Maintenance as had a lot of experience working with city, county, and government facilities. Our current customer base provides us with the operational experience and know-how necessary to properly provide all cleaning needs. Santa Fe is aware of what the City of Jurupa Valley expects from a service provider and our goal is to meet and exceed those expectations. Below is a list of projects that Santa Fe currently provides janitorial service to:

**Hall of Records**
222 West Hospitality Lane
San Bernardino, CA 92415-0022

*Contact Person:*
Ms. Phyllis Facio
(909) 841-5992
E-mail: pfacio@fm.sbcounty.gov

**Details:**
Santa Fe Building Maintenance currently provides daily janitorial services to the San Bernardino County Hall of Records facilities that compose approximately 108,000 square feet. Facilities include:

- Conference Rooms
- Staff Cubicles
- Staff Offices
- Public Areas
- Record Processing Rooms
- Record Storage Rooms

The services that Santa Fe provides include:

- Day-Porter Service
- Restroom (Private and Public)
- Staff Lunchroom Cleaning
- Carpet Maintenance (Carpet Shampoo, Steam Clean, Extraction)
- Tile & Hard Floor Maintenance (Stripping & Waxing, Polish & Buffing)
- Window Cleaning
- Pressure Washing
- Exterior Cleaning
Fontana Superior Courthouse

Fontana Superior Courthouse
17780 Arrow Blvd.
Fontana, CA 92408
103,561 SqFt

Contact Person:
Ms. Tawana Ellison
(909) 387-2251
E-mail: tellison@fm.sbcounty.gov

Details:

Santa Fe Building Maintenance currently provides daily janitorial services to the Fontana Superior Courthouse facilities that compose approximately 103,561 square feet. Facilities include:

- Court Rooms
- Judge Offices
- Deliberation Rooms
- Public Areas
- Court Holding Cells
- Record Storage Rooms

The services that Santa Fe provides include:

- Day-Porter Service
- Restroom & Shower Cleaning (Private and Public)
- Kitchen Cleaning
- Carpet Maintenance (Carpet Shampoo, Steam Clean, Extraction)
- Tile & Hard Floor Maintenance (Stripping & Waxing, Polish & Buffing)
- Window Cleaning
- Pressure Washing
- Exterior Cleaning (Policing Walkways and Parking Lot)
City of Jurupa Valley

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
20,000 SqFt

Contact Person:
Mr. Mike Waltz
(951) 332-6464 Ext. 231
E-mail: Mwaltz@jurupavalley.org

Details:

Santa Fe Building Maintenance provides daily janitorial services to the City of Jurupa Valley facilities that compose approximately 20,000 square feet. The current cleaning staff working at the facility is 1 employee working on the evening. Facilities include:

- City Hall Offices
- Meeting Rooms
- Restrooms
- Public Areas
- City Council Chambers

The services that Santa Fe provides include:

- Office Cleaning
- Restroom Cleaning
- Kitchen Cleaning
- Carpet Spot Cleaning Maintenance
- Window Cleaning
- Open and Close Council Chambers for Public Meetings
- Emergency Janitorial Services
Santa Fe Building Maintenance has read and understood the contract requirements set forth on the Draft Agreement for Janitorial Services provided as Exhibit F of the RFP documents. Santa Fe Building Maintenance takes no exceptions from the Draft Agreement.
**CERTIFICATE OF LIABILITY INSURANCE**

**Policy Number:**

**Date Entered:** 1/8/2009  
**Date (MM/DD/YYYY):** 4/13/2012

---

**PRODUCER:** VICTORIA INSURANCE AGENCY  
Chris D. Victoria  
1740 West Katella Ave # H  
Orange, CA, 92867

**INSURED:** SANTA FE BUILDING MAINTENANCE  
GUADALUPE MEDINA  
15644 PALOMINO DRIVE  
CHINO HILLS, CA 91709-5510

**CONTACT NAME:** CHRIS VICTORIA  
**PHONE (LAC No. Ext.):** (714) 744-4500  
**FAX (LAC No. Ext.):** (714) 744-2500  
**E-MAIL ADDRESS:** CVICTORIA@FARMERSAGENT.COM

---

**COVERAGES**

<table>
<thead>
<tr>
<th>INSR.</th>
<th>TYPE OF INSURANCE</th>
<th>SUBTYPE</th>
<th>LIMITS</th>
</tr>
</thead>
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<tr>
<td></td>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Commercial General Liability</td>
<td>Claims-Made</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>Aggregate Limit Applies Per:</td>
<td>Policy</td>
<td>$75,000</td>
</tr>
<tr>
<td></td>
<td>Auto Liability</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>All Owned Autos</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Non-Owned Autos</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hired Autos</td>
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<td></td>
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<tr>
<td></td>
<td>Umbrella Liability</td>
<td>OCCUR</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td>Excess Liability</td>
<td>CLAIMS-MADE</td>
<td>$2,000,000</td>
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<td></td>
<td>Workers Compensation</td>
<td>Y/N</td>
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</tr>
<tr>
<td></td>
<td>Employer's Liability</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Employee Dishonesty</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

30 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM – NO DEDUCTIBLE APPLIES TO GENERAL LIABILITY

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**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE:**

CHRIS VICTORIA

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EXHIBIT A

PROPOSAL PRICES

Janitorial Services

The following exhibit (Exhibit A) is for the proposer to provide the City of Jurupa Valley with prices for Janitorial Services described in this RFP. Per the attached Draft Agreement for Janitorial Services, Contractor’s prices will be adjusted on an annual basis via a Consumer Price Index (CPI) formula. Prices must include all equipment, trash and recycling receptacle liners, cleaning supplies and chemicals, and labor necessary to complete the services.

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Description</th>
<th>Frequency per Year</th>
<th>Cost per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Hall Janitorial</td>
<td>Nightly Services</td>
<td>260</td>
<td>$2,496.96</td>
</tr>
<tr>
<td>Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Hall Janitorial</td>
<td>Weekly Services</td>
<td>52</td>
<td>$425.32</td>
</tr>
<tr>
<td>Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Hall Janitorial</td>
<td>Monthly Services</td>
<td>12</td>
<td>$255.71</td>
</tr>
<tr>
<td>Services</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Cost per Month** $3,177.99

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Description</th>
<th>Cost per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Labor Rate</td>
<td>An hourly labor rate. Typically, this will only be used when a Contractor’s employee is required to sit on standby to initiate a building closure due to public meetings.</td>
<td>$25.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refill Bathroom Tissue*</td>
<td>Two-ply quality bathroom tissue, large circular roll.</td>
<td>$38.46</td>
</tr>
<tr>
<td>Refill Hand Soap Dispenser*</td>
<td>Lotion hand soap 800ml “bag-in-the-box” style refill.</td>
<td>$31.43</td>
</tr>
<tr>
<td>Refill Paper Towel Dispenser*</td>
<td>Lever-style roll towel dispenser refill. Must be at least 50% post-consumer recycled content.</td>
<td>$30.30</td>
</tr>
<tr>
<td>Refill Hand Sanitizer Dispenser*</td>
<td>Purell/Gojo #1903 size hand sanitizer refill.</td>
<td>$55.00</td>
</tr>
<tr>
<td>Refill flushable</td>
<td>Commode Seat Covers* Flushable commode seat covers, pack of 250.</td>
<td>$28.80</td>
</tr>
</tbody>
</table>

*For refill materials, the City may exercise at their discretion, the right to supply some or all of the items with the ** asterisk above at any time throughout the duration of the Agreement.
EXHIBIT B

PROPOSER'S SIGNATURE PAGE

Janitorial Services

The undersigned, having become familiar with the local conditions affecting the cost of work, hereby proposes to furnish all management, operators, tools, supplies, equipment, material, transportation, and labor service necessary to perform and complete in a workmanlike manner all work performed under any contract resulting from this proposal.

By submission of this proposal, the undersigned certifies that this proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this proposal with any other proposer or competitor.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
PROPOSER’S SIGNATURE PAGE

CONTRACTORS STATE LICENSE:  Number: N/A
Classification(s): N/A
Expiration Date: N/A
(Business & Professions Code 7028.15)

FEDERAL IDENTIFICATION NO.: 55-0806687

PRESENT CITY BUSINESS REGISTRATION: Number: ________________
(Not required at time Proposal is submitted)
Expiration Date: ________________

PROPOSER: Santa Fe Building Maintenance
(Contractor Name)

ADDRESS: 15644 Palomino Dr. Chino Hills, CA 91709

TELEPHONE NUMBER(S): (909) 606-2756

PRINT NAME: Irineo Nuno

SIGNATURE: 

TITLE: General Manager DATE: 6/1/19

SIGNING INSTRUCTIONS TO THE CONTRACTOR

This Proposal must have a valid signature above and be delivered as required or it will be considered non-responsive (CCP 1933).

Proposer’s Signature Page to be accompanied by notary certificates attached following this page. Note the description of the document on the notary certificate and attach notary certificates immediately following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officers having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed heretof.

NOTE: Name on State Contractor License must agree with Proposer’s name.
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 ___________________________

On ________________________, before me, ____________________________, (insert name and title of the officer) Notary Public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached Proposal for Janitorial Services for the City of Jurupa Valley 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)
EXHIBIT C
NON-COLLUSION AFFIDAVIT

Janitorial Services

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

(NAME) ____________________________________________________________________________, affiant
being first duly sworn, deposes and says:

That he or she is ________________________________________________________________
(sole owner, partner or other proper title)

Santa Fe Building Maintenance __________________________________________________________
(Contractor Name)

Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person,
partnership, company, association, organization, or corporation; that the Proposal is genuine and not
collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer
to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed
with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing;
that the Proposer has not in any manner, directly or indirectly sought by agreement, communication, or
conference with anyone to fix the price of the Proposer or any other Proposer, or to fix any overhead, profit,
or cost element of the price, or of that of any other Proposer, or to secure any advantage against the public
body awarding the Contract of anyone interested in the proposed Contract; that all statements contained
in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her
price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto,
or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid
depository, or to any member or agent thereof to effectuate a collusive or sham Bid. (Public Contract Code
Section 7106)

Address: 15644 Palomino Dr. Chino Hills, CA 91709

Telephone No: (909) 606-2756

Print Name: _______________________________________________________________________
Signature: ___________________________________________________________________________
Title: General Manager

Signing Instructions to the Contractor

Non-Collusion Affidavit must be accompanied by notary certificates for signature. Note the description
of the document on the notary certificate. Attach notary certificate immediately following this page.
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 ____________________________ )

On _________________________, before me, ____________________________,
(insert name and title of the officer)
Notary Public, personally appeared ________________________________,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the attached Proposal Janitorial Services for the City of Jurupa Valley 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)
EXHIBIT D

LIST OF REFERENCES

Janitorial Services

PROPOSER: Santa Fe Building Maintenance

REFERENCES
Following are the names, addresses and telephone numbers for three (3) public agencies for which PROPOSER has performed similar work within the past two (2) years:

1. **San Bernardino County Hall of Records**
   - **Name and Address of Agency**
   - **Ms. Phyllis Facio / Facilities Management / (909) 841-5992 / Pfacio@fm.sbccounty.gov**
   - **Name, Title, and Telephone Number of Person Familiar with Project**
   - **$ 127,332.00 per year**
   - **Janitorial Services**
   - **3/31/2022**
   - **Contract Amount**
   - **Type of Work**
   - **Date Completed**

2. **San Bernardino County Fontana Superior Courthouse**
   - **Name and Address of Agency**
   - **Ms. Tawana Ellison / Facilities Management / (909) 387-2251 / Tellison@fm.sbccounty.gov**
   - **Name, Title, and Telephone Number of Person Familiar with Project**
   - **$ 161,340.00 per year**
   - **Janitorial Services**
   - **9/30/2021**
   - **Contract Amount**
   - **Type of Work**
   - **Date Completed**

3. **City of Jurupa Valley**
   - **Name and Address of Agency**
   - **Mr. Mike Waltz / PW Operations Manager / (951) 332-6464 Ext. 231 / Mwaltz@jurupavalley.org**
   - **Name, Title, and Telephone Number of Person Familiar with Project**
   - **$ 33,466.68 per year**
   - **Janitorial Services**
   - **11/01/2019**
   - **Contract Amount**
   - **Type of Work**
   - **Date Completed**

**Note to Proposer:**

Prepared lists of projects completed may be included as a part of the Proposal, but will not be accepted in lieu of this form, completely filled out. This information or lack of response will not be used to disqualify the Proposer.
### EXHIBIT E

**REQUIRED SUBCONTRACTOR'S INFORMATION**

**Janitorial Services**

<table>
<thead>
<tr>
<th>NAME</th>
<th>LICENSE NO. AND CLASSIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
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<table>
<thead>
<tr>
<th>TELEPHONE</th>
<th>DESCRIPTION OF WORK CONTRACTED:</th>
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<thead>
<tr>
<th>ADDRESS</th>
<th>PROPOSAL ITEM NOS.</th>
<th>AMOUNT</th>
<th>% OF TOTAL PROPOSAL</th>
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<tr>
<th>CITY, ZIP</th>
<th>PROPOSAL ITEM NOS.</th>
<th>AMOUNT</th>
<th>% OF TOTAL PROPOSAL</th>
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<th>AMOUNT</th>
<th>% OF TOTAL PROPOSAL</th>
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</table>
EXHIBIT F

DRAFT AGREEMENT

Janitorial Services

DRAFT CITY OF JURUPA VALLEY AGREEMENT FOR JANITORIAL SERVICES

~ 30 ~
CITY OF JURUPA VALLEY AGREEMENT FOR
JANITORIAL SERVICES

THIS AGREEMENT is made and entered into as of [Month][Day], 2019, by and between the City of Jurupa Valley ("City"), and ______________, a ______________ ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on November 1, 2019, and shall remain and continue in effect until June 30, 2021, with the option of City to extend the Agreement for one (1) additional two (2) year term to end no later than June 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SCOPE OF WORK.** Contractor shall perform the Janitorial Services work as described in the Scope of Work, attached hereto and incorporated herein as Exhibit A. ("Work") and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the Work. The Work shall be completed within the time set forth in the Scope of Work. Contractor shall not commence the Work until such time as directed in writing by the City. This Agreement is not exclusive the City retains the right to hire other contractors to perform similar work.

3. **COST OF WORK.** For the Work described in this Agreement, the Request for Proposals, and the Contractor's Proposal, Contractor shall be paid on a monthly basis for the work performed immediately preceding the invoice date. The payment for work performed under this Agreement shall not exceed a maximum of ______________ dollars ($ __________) through June 30, 2021. Any terms other than a description of the work to be performed, costs of the work, or the payment schedule contained in Exhibits A is null and void and not a part of this Agreement. The prices contained in the proposal are to remain in effect throughout the duration of this Agreement.

4. **ANNUAL ADJUSTMENT.** During the term of this Agreement, Contractor is entitled to an annual rate adjustment based on changes in the Consumer Price Index ("CPI"). All Annual Adjustments will be made effective July 1st of each year during the term of the agreement. The measurement methodology for the CPI percent change will be the percentage difference between the annual CPI for All Urban Consumers, for the Riverside-San Bernardino-Ontario area, All Items, Base Period December 2017 = 100, as published by the United States Department of Labor, Bureau of Labor Statistics, for the January to December period immediately preceding the effective date of the adjustment.

5. **PERFORMANCE.** Contractor shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services at respectable American hotels and routinely trafficked facilities by the general public as are required of Contractor hereunder in meeting its obligations under this Agreement and best management practices for the work to be performed.
6. **CITY APPROVAL.** All labor, materials, tools, equipment, and services shall be furnished and work performed and completed subject to the approval of City or its authorized representatives.

7. **PREVAILING WAGES.** While not anticipated, to the extent to which any work performed by the Contractor requires the compensation of Prevailing Wages, the following terms shall apply:

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

   B. Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to [http://www.dir.ca.gov/Public-Works/PublicWorks.html](http://www.dir.ca.gov/Public-Works/PublicWorks.html).

8. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.**

   A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least sixty (60) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 3.

9. DEFAULT OF CONTRACTOR.

A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have three (3) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. INDEMNIFICATION. The Contractor agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the sole negligence of the City.

11. LIABILITY INSURANCE. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
B. **Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

1) **General Liability:** One million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) **Automobile Liability:** One million dollars ($1,000,000) per accident for bodily injury and property damage.

3) **Employer’s Liability:** One million dollars ($1,000,000) per accident for bodily injury or disease.

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions shall not exceed $25,000 unless otherwise approved in writing by the City Manager in his sole discretion.

D. **Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the City.

E. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-:VII, unless otherwise acceptable to the City.

F. **Verification of Coverage.** Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City’s forms, the Contractor’s insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

G. **Contractor, by executing this Agreement, hereby certifies:**

“I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workman’s Compensation or undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

12. **TIME OF THE ESSENCE.** Time is of the essence in this Contract.

13. **INDEPENDENT CONTRACTOR.**

A. **Contractor is and shall at all times remain as to the City a wholly independent contractor.** The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor’s exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor’s officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. **No employee benefits shall be available to Contractor in connection with the performance of this Agreement.** Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

14. **LEGAL RESPONSIBILITIES.** The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall
at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

15. **CONTRACTOR’S INDEPENDENT INVESTIGATION.** No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by City for purposes of letting this Contract out to proposal will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of this Contract. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

16. **BOOKS AND RECORDS.** Contractor’s books, records, and plans or such part thereof as may be engaged in the performance of this Contract, shall at all reasonable times be subject to inspection and audit by any authorized representative of the City.

17. **INSPECTION.** The Work shall be subject to inspection by City and its authorized representatives during and after the performance or Work outlined in the scope of services attached to this agreement and at all other times and places. All inspections shall be performed in such manner as to not unduly delay the Work. The Work shall be subject to final inspection and acceptance notwithstanding any payments or other prior inspections. Such final inspection shall be made within a reasonable time after completion of the Work.

18. **DISCRIMINATION.** Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

19. **WRITTEN NOTICE.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To City:  
City of Jurupa Valley  
8930 Limonite Ave.  
Jurupa Valley, California 92509  
Attention: City Manager

To Contractor:  


20. **ASSIGNMENT.** The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.
21. **LICENSES.** At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

22. **GOVERNING LAW.** The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal court with jurisdiction over the City of Jurupa Valley.

23. **PROHIBITED INTERESTS.** No officer or employee of the City of Jurupa Valley who participates in the development or approval of this Agreement or who administers it shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor’s sub-contractors for this project, during his or her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Jurupa Valley has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor’s subcontractors for this work. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

24. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party’s own independent investigation of any and all facts such party deems material.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF JURUPA VALLEY

______________________________
Brian Berkson
Mayor

ATTEST:

______________________________
Vicki Wasko
City Clerk

APPROVED AS TO FORM

______________________________
Peter M. Thorson
City Attorney

CONTRACTOR

By: ____________________________________________
Name: ______________________________
Title: ______________________________

By: ____________________________________________
Name: ______________________________
Title: ______________________________

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

SCOPE OF WORK

(Request for Proposals and Contractor’s Proposal)

Contractor recognizes and agrees that this Agreement is for the purpose of establishing a contractual relationship between the City of Jurupa Valley and the Contractor, for Janitorial Services.

In conjunction with the Contractor, the City Manager or his/her designee shall create a schedule for services to be performed. The work shall be performed in accordance with the Request for Proposal dated April 30, 2019 and the Contractor’s Proposal dated June 12, 2019, unless otherwise provided in this Exhibit. The Request for Proposal and the Contractor’s Proposal are attached hereto as Exhibits A-1 and A-2, and are incorporated herein as though set forth in full.
STAFF REPORT

DATE: SEPTEMBER 19, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ALAN KREIMEIER, INTERIM CITY MANAGER
BY: STEVE R. LORISO, P.E., CITY ENGINEER/DIRECTOR OF PUBLIC WORKS

SUBJECT: AGENDA ITEM NO. 14.G

AWARD CONSTRUCTION AGREEMENT TO CT&T CONCRETE PAVING, INC. FOR THE 2018-2019 ADA IMPROVEMENTS PROJECT, CIP PROJECT NO. 18-B.1

RECOMMENDATION

1. That the City Council reject the first and second lowest bidder’s as being non responsive or responsible;

2. Approve and award a construction agreement to the third lowest bidder, CT&T Concrete Paving, Inc., in the amount of $133,990 for the 2018-2019 ADA Improvements Project, for the work included in its proposal, and authorize the City Manager to execute the Agreement in substantially the form attached and in such final form as approved by the City Attorney; and

3. Authorize the City Manager to execute contract change orders not to exceed 10% of the total agreement, pursuant to requirements set forth in the agreement; and

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

BACKGROUND

At its meeting of May 16, 2019, the City Council approved the FY 2019-2020 Capital Improvement Program (CIP). This CIP included the 2018-2019 ADA Improvements Project. This project will provide for six (6) ADA compliant on-street parking stalls along Mission Boulevard between Riverview and Crestmore.

The City’s Consultant, Onward Engineering, prepared the bid package for the Project and the City Engineer approved this bid package on July 1, 2019. On July 10, 2019 the Notice Inviting Bids was published in The Press Enterprise. The City Clerk also advertised in various online bid posting services and additional notice was placed on the City’s website.
The bid package was uploaded to PlanetBids, the City’s bid solicitation service provider, where interested bidders could obtain the complete bid document package.

ANALYSIS

Formal bidding procedures were followed in conformance with the Public Contract Code. Ten (10) bids were received on July 25, 2019 as summarized below.

All bids were reviewed for accuracy and completeness. LC Paving & Sealing, Inc. (LC Paving) submitted the lowest bid. However, LC Paving failed to submit critical documents required by the United States Housing and Urban Development Agency (HUD) in connection with a prior City project funded by CDBG, the City’s 2017-2018 ADA Upgrades. The City’s compliance with the CDBG requirements is critical to the success of the CDBG program. Consequently, LC Paving is not the lowest responsible bidder as it fails to meet the experience and qualification requirements as set forth in the bid documents.

S&H Civilworks submitted the second lowest bid. However, S&H Civilworks did not submit any of the required federal bid forms with their sealed bid. Consequently, S&H Civilworks is not the lowest responsive bidder as it failed to include all required documentation within their bid.

CT&T Concrete Paving, Inc. submitted the third lowest bid totaling $133,990 and was verified as the lowest, responsive and responsible bidder.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total Bid</th>
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<tbody>
<tr>
<td>1. LC Paving &amp; Sealing, Inc. *</td>
<td>$110,100.00*</td>
</tr>
<tr>
<td>2. S&amp;H Civilworks *</td>
<td>$125,800.00*</td>
</tr>
<tr>
<td>3. CT&amp;T Concrete Paving, Inc.</td>
<td>$133,990.00</td>
</tr>
<tr>
<td>4. AEC Moreno Corporation</td>
<td>$144,460.00</td>
</tr>
<tr>
<td>5. Western Construction Specialists, Inc.</td>
<td>$165,034.72</td>
</tr>
<tr>
<td>6. Hardy &amp; Harper, Inc.</td>
<td>$167,000.00</td>
</tr>
<tr>
<td>7. EBS General Engineering, Inc.</td>
<td>$174,177.00</td>
</tr>
<tr>
<td>8. Aramexx Group, Inc.</td>
<td>$175,280.00</td>
</tr>
<tr>
<td>9. ONYX Paving Company, Inc.</td>
<td>$234,000.00</td>
</tr>
<tr>
<td>10. Gentry General Engineering, Inc. **</td>
<td>$3,878,905.00**</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$122,600.00</td>
</tr>
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* Not responsive or responsible
** Bid included mathematical errors
City Public Works/City Engineering Department staff will provide Construction Management (CM) and inspection. This effort will require daily observation of contractor’s operations, materials inspection and testing, monitoring compliance with the contract documents including temporary construction traffic control, preparation of monthly progress payment reports, and performance of various administrative activities related to the project. This construction support is estimated to cost $20,000.

OTHER INFORMATION

Previous Actions:

- January 17, 2019 - Approved Professional Services Agreement with Onward Engineering for professional design services
- April 18, 2019 – Approved a fund transfer of $690,000 of CDBG funds to the Rubidoux Boulevard Pavement Rehabilitation Project

FINANCIAL IMPACT

The CIP Project Budget for the 2018-2019 ADA Improvements Project was originally $890,000 funded by the City’s Community Development Block Grant (CDBG) funds. It was later determined that CDBG funds could be used to fund the Rubidoux Boulevard Pavement Rehabilitation Project. At their meeting of April 18, 2019 City Council approved $690,000 of CDBG funds to be reallocated to fund the Rubidoux Project. The current budget for the 2018-2019 ADA Improvements Project is $200,000.

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

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

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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Professional Design Contract</td>
<td>$26,900.00</td>
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<tr>
<td>Project Admin</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Construction Contract</td>
<td>$133,990.00</td>
</tr>
<tr>
<td>Contingency (10%)</td>
<td>$13,000.00</td>
</tr>
<tr>
<td>Construction Support Services</td>
<td>$20,000.00</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td><strong>$198,890.00</strong></td>
</tr>
</tbody>
</table>

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

ALTERNATIVES

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

Chase Keys, P.E.
CIP Manager

Reviewed by:

Connie Cardenas
Administrative Services Director

Approved as to form:

Peter Thorson
City Attorney

Attachments:

1) Construction Agreement, Project No. 18-B.1

Reviewed by:

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

Reviewed by:

George A. Wentz
Deputy City Manager

Submitted by:

Alan Kreimeier
Interim City Manager
ATTACHMENT 1

“Construction Agreement, Project No. 18-B.1”
AGREEMENT

PROJECT NO. 18-B.1

2018-2019 ADA IMPROVEMENTS
Mission Boulevard – Riverview to Crestmore

THIS Agreement, made and entered into the 19th day of September, 2019, by and between the City of Jurupa Valley, a municipal corporation, hereinafter called the "City" and CT&T Concrete Paving, Inc., hereinafter called the "Contractor."

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

1. **Scope of Services.** Contractor shall perform the work and provide all labor, materials, equipment and services, except as otherwise provided in the Plans or Special Provisions, in a good and workmanlike manner for the project identified as 2018-2019 ADA Improvements ("Project"), in accordance with this Agreement. The complete Agreement includes all of the Documents as if set forth in full herein, to wit, including the Agreement, any and all Contract Change Orders issued after the execution of the Agreement, Addenda No(s). N/A issued prior to the opening of the Bids, the Special Provisions (which includes the General Provisions and Technical Provisions), the Project Plans, the Standard Plans, the Standard Specification, reference Specifications, the Bidder's Proposal, the Notice Inviting Bids, the Non-Collusion Affidavit, the Faithful Performance Bond, the Labor and Materials Payment Bond and insurance (the "Documents"), all of which are essential parts of the Agreement between City and Contractor and are hereby made a part of this Agreement. In the event of any conflict in the provisions thereof, the terms of said Documents as set forth above shall control, each over the other, in the order provided.

2. **Compensation.** The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of one hundred thirty three thousand nine hundred ninety dollars, ($133,990.00), subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under the Documents.

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

A payment shall be made as the City Council of the City prescribes upon estimates approved by the City Council. However, progress payments shall not be made in excess of ninety-five percent (95%) of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the City, and unused. The City shall withhold not less than five percent (5%) of the Agreement price until final completion and acceptance of the Project. However, at any time after fifty percent (50%) of the work has been completed, if the City Council of the City finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual work completed.
4. **Time.** The Contractor hereby agrees to commence work pursuant to this Agreement within fourteen (14) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the work, including corrective items of work, day to day thereafter, to completion, within **Thirty Five (35) working days** after said date in the “Notice to Proceed with Construction,” except as adjusted by subsequent Contract Change Order(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Labor Standards and Prevailing Wages.** The Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S. Department of Housing and Urban Development’s Federal Labor Standards Provisions (HUD 4010), incorporated as Exhibit B-1 in Appendix E.

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

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

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

| General Decision Number: CA 190025 05/03/2019 CA25 |
| Modification Number: 3 |
| Date: 05/03/2019 |

Agreement - 3
10. **Third Party Claims.** City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

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

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

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

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

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

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

Contractor shall comply with the Conflict of Interest provisions, as applicable, in accordance with 2 CFR Part 200.112 and 24 CFR Part 570.611 and other federal Conflict of Interest requirements.
15. **Trenching and Excavations.** If the project involves trenching more than four (4) feet deep, Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any: material that Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; subsurface or latent physical conditions at the site differing from those indicated; or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. The City shall promptly investigate the conditions, and if the City finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor's cost of or the time required for performance of any part of the work, the City shall issue a change order.

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

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

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

19. **Audits and Records.** The Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of four (4) years after final payment under this Agreement.

20. **Special Federal Requirements.**

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

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

      i. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12
AGREEMENT
PROJECT NO. 18-B.1

U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

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

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

vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
21. **Entire Agreement.** This Agreement, including any other documents incorporated herein by specific reference such as those in Appendix E which are hereby incorporated, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

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

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

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

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

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

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

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

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

*(SIGNATURE PAGE FOLLOWS)*
AGREEMENT
PROJECT NO. 18-B.1

CITY OF JURUPA VALLEY, Municipal Corporation

BY: _____________________________
    Alan Kreimeier, Interim City Manager, City of Jurupa Valley

DATE: ___________________________

CT&T CONCRETE PAVING, INC.

License No./ Classification: ______________________
Expiration Date: ______________________
Federal I.D. No.: ______________________

INTERNAL USE ONLY

ATTEST:

____________________________________
City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

____________________________________
City Attorney

____________________________________
Date

RECOMMENDED FOR APPROVAL:

____________________________________
Department Head

SIGNING INSTRUCTION TO THE CONTRACTOR:

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

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer’s having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.
KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Jurupa Valley, State of California, known as "City," has awarded to CT&T Concrete Paving, Inc., as Principal hereinafter designated as "Contractor," and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 18-B.1, 2018-2019 ADA Improvements, is hereby referred to and made a part hereof; and

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

NOW THEREFORE, we the undersigned Contractor and ________, as Surety, are held and firmly bound unto the City of Jurupa Valley, County of Riverside in the penal sum of one hundred thirty three thousand nine hundred ninety dollars, ($133,990.00), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.
IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of ______________ 2019.

CONTRACTOR

Contractor Name: ____________________________
Address: ____________________________
Telephone No.: ____________________________
Print Name: ____________________________
Signature: ____________________________

SURETY

Name: ____________________________
Address: ____________________________
Telephone No.: ____________________________
Print Name: ____________________________
Signature: ____________________________

Approved as to Form this
_____ day of ______________ 2019

City Attorney
City of Jurupa Valley

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

PROJECT NO. 18-B.1

2018-2019 ADA IMPROVEMENTS
Mission Boulevard – Riverview to Crestmore

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Jurupa Valley, State of California, known as "City", has awarded to CT&T Concrete Paving, Inc., as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as Project No. 18-B.1, 2018-2019 ADA Improvements, is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we the undersigned Contractor and ___________, as Surety are held and firmly bound unto the City of Jurupa Valley, County of Riverside, in the penal sum of one hundred thirty three thousand nine hundred ninety dollars, ($133,990.00), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

(SIGNATURE PAGE FOLLOWS)
LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 18-B.1

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

CONTRACTOR

Contractor Name: ____________________________
Address: _________________________________
Telephone No.: ____________________________
Print Name: ________________________________
Signature: _________________________________

SURETY

Name: _________________________________
Address: _________________________________
Telephone No.: ____________________________
Print Name: ________________________________
Signature: _________________________________

Approved as to Form this
_____ day of _____________ 2019

City Attorney
City of Jurupa Valley

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

DATE: SEPTEMBER 19, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ALAN KREIMEIER, INTERIM CITY MANAGER

BY: TERRI ROLLINGS, ASSISTANT TO THE CITY MANAGER/PIO

SUBJECT: AGENDA ITEM NO. 14.H

APPROVAL OF FUNDS TO TENT CITY HALL FOR FUMIGATION OF TERMITES AND APPROVAL OF AGREEMENT

RECOMMENDATION

1) That the City Council approve funding for the tenting of City Hall for fumigation of termites from Orkin Pest Control; and authorize the City Manager to sign the agreement.

BACKGROUND

City Hall has been dealing with a termite infestation for some time. The building has visible damage, including near the main entrance as well as on the southwestern side of the building. The sign on Limonite Avenue also shows considerable damage. A fumigation service is required to eliminate the infestation. The City currently contracts with Orkin for pest control services, a relationship standing approximately 6 years.

ANALYSIS

Staff received inspections, consultations, and estimates for pest control services from four companies: Orkin, Terminix, Compass, and Clark. An inspector from Terminix alerted staff to the possibility of subterranean termites, which would require a treatment in addition to fumigation. This service would increase the cost of removing the infestation by as much as six thousand dollars. However, an inspector from Orkin performed a follow-up inspection and does not recommend this additional treatment. The quotes from the respective pest control companies are as follows:

- Clark: $28,360
- Compass: $18,620 (estimate, supplemental inspection required)
- Terminix: $19,980 (estimate, supplemental inspection required)
- Orkin: $24,640
Due to the City's longstanding relationship with Orkin, staff is recommending that we follow their analysis and proceed with fumigation services, but not a subterranean treatment.

OTHER INFORMATION

The tenting is scheduled to take place during Thanksgiving weekend to ensure that City Hall will remain open during normal operating hours.

FINANCIAL IMPACT

If the City Council decides to proceed, the cost is $24,640 to contract Orkin to tent City Hall for fumigation.

ALTERNATIVES

1. Elect to not proceed with pest control services at this time.

Prepared by: 

Terri Rollings
Assistant to the City Manager/PIO

Submitted by: 

Alan Kreimeier
Interim City Manager

Reviewed by: 

Connie Cardenas
Interim Administrative Services Director

Attachments:

1. Contract for Clark Pest Control
2. Contract with Compass Pest Control
3. Contract with Terminix Pest Control
4. Contract with Orkin Pest Control
WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No.: 8930
Street: Limonite Ave
City: Jurupa Valley
Zip: 92509-5067
Date of Inspection: 08/08/19
Number of Pages: 8

Clark Pest Control
3403 Durahart Street
Riverside, CA, 92507
Tel 951-787-7004 Fax
Registration #: PR226

Report #: 24-4609

Ordered by:
Jurupa City Hall
8930 Limonite Ave
Jurupa Valley, CA 92509-5067

Property Owner and/or Party of Interest:
Jurupa City Hall
8930 Limonite Ave
Jurupa Valley, CA 92509-5067

Report sent to:
Jurupa City Hall
8930 Limonite Ave
Jurupa Valley, CA 92509-5067

COMPLETE REPORT ☐ LIMITED REPORT ☑ SUPPLEMENTAL REPORT ☐ REINSPECTION REPORT ☐

General Description:
Two story, commercial building, year built: unknown, occupied, furnished, on a raised/slab foundation, wood/stucco siding and a composition roof.

Inspection Tag Posted: Closed
Other Tags Posted: 

An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.

Subterranean Termites ☒ Drywood Termites ☒ Fungus/Dryrot ☒ Other Findings ☐ Further Inspection ☐
If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.

Key: 1 = Subterranean Termites 2 = Drywood Termites 3 = Fungus/Dryrot 4 = Other Findings 5 = Unknown Further Inspection

Diagram Not To Scale

Inspected By: Jason Hale License No.: FR16652

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1505, Sacramento, CA 95815-3891.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8186 or www.pestboard.ca.gov.

43M-41 (REV. 10/01)

https://pestpacx.clarkpest.com/forms/cawdi_print_plainClark.asp?FormID=597637&prepri... 8/14/2019
WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No.: 8930  
Street: Limonite Ave  
City: Jurupa Valley  
Zip: 92509-5067  
Date of Inspection: 08/08/19  
Number of Pages: 8

Disclaimer

UNINSPECTED AREAS NOT INCLUDED IN THIS REPORT PER 8516 (b)(8): Except as noted below we did not inspect detached structures or decks. We did not inspect any wood member that was covered by insulation, plaster, paint, stucco, tile or any other material. We did not inspect wood members hidden by floor covering, chattels, or furniture. We did not inspect the interior of hollow walls, or the spaces between a ceiling or soffit below. Conditions conducive to an infestation or infection by wood destroying organisms could exist in any uninspected area. This report expresses no opinion regarding the condition of uninspected areas. Although it appears to be not practicable to open these areas for inspection, Clark Pest Control will inspect any of them at your direction and additional expense. We do not have the expertise to inspect for building code violations or the quality of work completed by others. We recommend that you contact a licensed engineer for opinions beyond the scope of our license. Structural Pest Control Board Rules & Regulations prohibit destructive testing of wood members without prior authorization by the owner. Any wood which was suspected to be or was found to be infested or infected was tested within the limits of S.P.C.B. Rules and Regulations. This process involves sounding the wood and in some cases a limited brashness test. In the opinion of this inspector all the wood members appear to be performing the structural function for which they were designed except as listed in any findings below. If further information regarding the structural integrity of any wood members is desired you are advised to contact a licensed structural engineer.

NOTICE

The charge for service that this company subcontracts to another registered company may include the company’s charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept Clark Pest Control’s bid or you may contract directly with another registered company licensed to perform the work.

If you choose to contract directly with another registered company, Clark Pest Control will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform.

For information as to the condition of electrical systems, plumbing, and appliances (including leaks), we recommend that you employ a home inspection service. THE EXTERIOR SURFACE OF THE ROOF COVERING WAS NOT INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTRACTORS’ STATE LICENSE BOARD.

THERE MAY BE HEALTH RELATED ISSUES ASSOCIATED WITH THE FINDINGS REFLECTED IN THIS REPORT. WE ARE NOT QUALIFIED TO AND DO NOT RENDER AN OPINION CONCERNING ANY SUCH HEALTH ISSUES. THE INSPECTION REFLECTED BY THIS REPORT WAS LIMITED TO THE VISIBLE AND ACCESSIBLE AREAS ONLY. QUESTIONS CONCERNING HEALTH RELATED ISSUES, WHICH MAY BE ASSOCIATED WITH FINDINGS OR RECOMMENDATIONS REFLECTED IN THIS REPORT, THE PRESENCE OF MOLD, THE RELEASE OF MOLD SPORES OR CONCERNING THE INDOOR AIR QUALITY SHOULD BE DIRECTED TO A CERTIFIED INDUSTRIAL HYGIENIST.

REINSPECTION

This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of the request.

Please contact Clark Pest Control to schedule your reinspection as soon as possible.

Reinspection is a visual inspection, if inspection of concealed areas is desired inspection of work in progress will be necessary. If an area was opened for further inspection or repair, and you need the area reinspected, do not enclose walls, wood members or conceal areas after repair or reinspection will not be possible. It is likely that several reinspections will be required to verify that the work was performed as per the recommendation if you need certification for a real estate sale.

During the reinspection your Clark Pest Control inspector will inform you if the area needs further work or if the repairs satisfy the requirements of the inspection. If repairs are performed by others and wood members are concealed or not made available for visual inspection your structure may not qualify for certification resulting in possible delay or ultimately the cancellation of your escrow.

Any guarantees must be received from the parties performing the repairs. Any person involved in the purchase or sale of the real property is advised to provide full disclosure to the buyer or their designated agent regarding the identity of the licensed contractor or individual who completed the work and of the nature and extent of any corrective work performed. You are further advised to obtain copies of and provide to the buyer, any required building permits prior to the transfer of title on the above property.

WORK PERFORMED BY OTHERS

Unless specified in writing, Clark Pest Control warrants from the date of completion all work for a period of 1 year with the exception of plumbing repairs, which have a 30 day warranty. Nothing in this report is intended to certify, approve or warranty corrective work performed by persons not employed by Clark Pest Control. We will not supervise any work performed by others, inspect adjacent areas exposed when the work is in progress, nor will we request to provide interim inspections unless requested by the owner and supported by a reinspection inspection report. Any person involved in the purchase or sale of the real property which is the subject of this report is advised to directly contact the licensed contractor or individual who completed the work, to determine the nature and extent of any corrective work performed. You are further advised to obtain copies of any required building permits prior to the transfer of title on the above structure.

LEAD-BASED PAINT

WARNING: Repairs by this company to residences built before 1978 may disturb materials containing lead-based paint and may

https://pestpacx.clarkpest.com/forms/cawdi_print_plainClark.asp?FormID=597637&prepri... 8/14/2019
LEAD-BASED PAINT
WARNING: Repairs by this company to residences built before 1978 may disturb materials containing lead-based paint and may release debris or dust containing lead. Lead is a chemical known to the State of California to cause cancer and birth defects or other reproductive harm. (This notice is provided in compliance with California’s Proposition 65. For further information, contact your health care provider or an industrial hygienist. A licensed pest control inspector is not an expert in lead, lead-based paint, or exposure to lead. This report is not intended to identify the presence or absence of lead or lead-based paint in the building inspected. Whether lead-based paint is present can be determined only by a certified lead inspector. For a list of certified lead inspectors, call the California Dept. of Health Services’ Lead-Related Construction Information Line at 800-597-5323 or 510-869-3953.)

LEAD PAINT DISCLAIMER
Please inform your inspector of the year that your structure was built.

Federal Law requires that before we perform renovation, repairs, or painting jobs in pre-1978 housing and child-occupied facilities, we provide owners and tenants with a copy of EPA’s lead hazard information pamphlet “Renovate Right”

If your home was built prior to 1978 additional measures will need to be taken to protect you and your family from any dust and hazardous waste generated during the work. These measures will involve specially contractors certified and trained in containing the lead dust and debris.

California law further deems construction debris with lead paint to be hazardous waste. Hazardous waste may only be removed from a property by a licensed waste disposal company. (Homeowners are exempt if they transport this waste in their personal vehicles to a local hazardous waste facility.)

If a firm certified by the California Department of Public Health to make lead assessments makes a determination that there is no lead in the work areas, then the mandated containment and the hazardous waste rules do not apply.

If you plan to do work yourself, you are advised to first contact the National Lead Information Center at 1 800 424-LEAD and ask for information on how to work safely in a building with lead based paint.

This bid is based on what is visible and accessible today 08/08/2019. If the crewperson (operator) finds more damage a supplemental report and a new bid will be given.

This is a limited inspection and report at the request of Mike Waltz. This report is limited to the following portions of the structure: at the exterior. To determine the full extent of infestation or infection, we recommend a complete inspection of the structure. This bid is based on what is visible and accessible today 08/08/2019. If the crewperson (operator) finds more damage a supplemental report will be issued. Upon a full inspection being completed, the structure may qualify for one of our Clark Pest Control Termite Warranty Programs

Description of Findings

SUBTERRANEAN TERMITES
Finding: 1A
Recommendation:

Subterranean termites are tubing out of the soil at the exterior trim and the siding. Scrape down the accessible tubes. To prevent termites from reconstructing mud tubes between the soil and the substructure wood members, apply Termidor HE to the soil. Treatment to be applied by our State licensed applicator per current label instructions. Post a completion tag listing the materials used.

Finding: 1B
Recommendation:

Subterranean (ground dwelling) termites are tubing out of the soil at the exterior and the trim.

At the request of Mike Waltz we have been instructed to suggest a secondary substand treatment. Local treatment is not intended to be an entire structure treatment method. If infestations of wood-destroying pest extend or exist beyond the area(s) of local treatment, they may not be exterminated. We strongly recommend a FULL Perimeter Soil Treatment to eliminate possible unknown subterranean termite infestations. As a secondary, substandard recommendation (without warranty) we suggest to prevent termites from constructing mud tubes between the soil and the substructure wood members,
scrape down any accessible tubes, apply Termidor HE to the soil in accordance with current label instructions adjacent to the area of infestation (see X's on the diagram). Treatment to be applied by our State licensed applicator per current label instructions.

**DRYWOOD TERMITES**

**Finding:** 2A  
Drywood termites are infesting the structure at the exterior trim, post, doors, rafter tails, fascia and the headers.

**Recommendation:**  
Seal the entire structure and fumigate it with Vikane. Use Chloropicrin (tear gas) as a warning agent. The structure must be vacated and ventilated for a minimum of 12 to 24 hours after treatment is completed, depending on initial concentration of fumigant introduced, weather conditions and temperature. Remove or mask any visible fecal pellets. Occupants must sign the “Occupants Fumigation Notice” and comply with all instructions. Owners and occupants must receive and sign copies of the CalEPA Department of Pesticide Regulation Fact Sheet regarding Vikane.

**Finding:** 2B  
There are drywood termite damaged wood members at the exterior trim.

**Recommendation:**  
The owner is to engage a licensed contractor to make necessary repairs.

**Finding:** 2C  
There are drywood termite damaged wood members at the fascia.

**Recommendation:**  
The owner is to engage a licensed contractor to make necessary repairs.

**Finding:** 2D  
There are drywood termite damaged wood members at the rafter tails.

**Recommendation:**  
The owner is to engage a licensed contractor to make necessary repairs.

**Finding:** 2E  
There are drywood termite damaged wood members at the balcony posts.

**Recommendation:**  
The owner is to engage a licensed contractor to make necessary repairs.

**Finding:** 2F  
There are drywood termite damaged wood members at the balcony header and the end of the header at the East side.

**Recommendation:**  
The owner is to engage a licensed contractor to make necessary repairs.

**Finding:** 2G  
There are drywood termite damaged wood members at the exterior doors.

**Recommendation:**  
The owner is to engage a licensed contractor to make necessary repairs.

**Finding:** 2H  
There are drywood termite damaged wood members at the porch posts.

**Recommendation:**  
The owner is to engage a licensed contractor to make necessary repairs.

**FUNGUS/DRYROT**

**Finding:** 3A  
There is wood decay fungi damage to the post, header and ledger at the front balcony.

**Recommendation:**  
The owner is to engage a licensed contractor to make necessary repairs.

**Note:**  
Precautions will be taken to avoid damage to plumbing pipes, electrical and floor coverings. If damage should occur, an additional charge will be made for repairs.

The second story eaves and wood members are inaccessible for physical inspection due to height. A visual inspection was done from the ground with no visible infestation or infection found. If the parties of interest so desire, upon scaffolding being installed, further inspection will be made, for an additional charge.

*Public resources; Zillow.com currently identifies this structure as being built prior to 1978. Therefore all painted surfaces are presumed to have been painted with lead based paint unless proven otherwise. Before commencing with any work or (disturbing) any painted surfaces, we must determine the presence or absence of lead based paint. To properly conclude if lead paint is present state law requires a certified Lead Inspector/Assessor (or a Sample Technician representing a Lead I/A) will be used; testing specific components related and adjacent to the proposed work area. If lead test results are conclusive a supplemental report will be issued describing appropriate procedures, further preparations, and additional costs prior to commencing any desired repairs or treatments. Price*
WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

8930 Limonite Ave
Jurupa Valley 92509-5067
08/08/19
8

for lead testing will occur for any recommendation associated with lead based paints and completed by Clark Pest Control.

Thank you for calling Clark Pest Control; we sincerely appreciate your business. If you have any questions regarding this report, please contact our office and ask for Jason Hale.(AM)
WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

NOTICE: REPORTS ON THIS STRUCTURE PREPARED BY VARIOUS COMPANIES SHOULD LIST THE SAME FINDINGS (i.e. TERMITE INFESTATIONS, TERMITE DAMAGE, FUNGAL DAMAGE, etc.). HOWEVER, RECOMMENDATIONS TO CORRECT THESE FINDINGS MAY VARY FROM COMPANY TO COMPANY. YOU HAVE A RIGHT TO SEEK A SECOND OPINION FROM ANOTHER COMPANY.

NOTICE: THE CHARGE FOR SERVICE THAT THIS COMPANY SUBCONTRACTS TO ANOTHER REGISTERED COMPANY MAY INCLUDE THE COMPANY'S CHARGES FC ARRANGING AND ADMINISTERING SUCH SERVICES THAT ARE IN ADDITION TO THE DIRECT COSTS ASSOCIATED WITH PAYING THE SUBCONTRACTOR. YOU MAY ACCED CLARK PEST CONTROL'S BID OR YOU MAY CONTRACT DIRECTLY WITH ANOTHER REGISTERED COMPANY LICENSED TO PERFORM THE WORK. IF YOU CHOOSE T CONTRACT DIRECTLY WITH ANOTHER REGISTERED COMPANY, CLARK PEST CONTROL WILL NOT BE RESPONSIBLE FOR ANY ACT OR OMISSION IN THE PERFORMANCE C WORK THAT YOU DIRECTLY CONTRACT WITH ANOTHER TO PERFORM.

Pesticides are the products Clark Pest Control uses to control the target pests listed in your agreement. Pesticides make a better life for all by helping control disease carriers and wreck destroying insects, thus protecting our health and property. When properly used, pesticides pose no problems to humans or the environment. Your Technician is a State certified applicator whose knowledge is constantly being upgraded through regularly scheduled training sessions. If you have any questions, please call us at our toll free number: 951-787-7004 or write to: Cla Pest Control, 3403 Durland Street, Riverside, CA 92507.

State Law Requires That We Provide You With The Following Information:

PESTICIDE NOTICE (SECTION 6538)

CAUTION: PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Operators are licensed and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the State finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

PESTICIDES: AgriGard Zm 75 WSP (Imidacloprid), Bora-Care (Disodium Octaborate Tetraboride), Borid (Orthoboric Acidic acid), Cy-Kick C & C Pressurized Residual (Cyfluthrin), Cy-Ki CS (Cyfluthrin), Cy-Kick CS Pressurized C & C Residual (Cyfluthrin), Demon TC (Cypermethrin), Drogan PSF (Permethrin), Drione (Pyrethrins, Piperonyl Butoxide Technical, Amorphophallus Silica Gel), EcoEXEMPT IC (2) (Rosemary Oil), Expande GT Plus Termite Bait Station (Sulfuricum), FirstLine Termite Bait Station (Sulfuricum), I Maxx Pro (Imidacloprid), Impel Rox (Anhydrous Disodium Octaborate), Maxforce Carpenter Ant Bait Gel (Fipronil), Phantom (Chlorfenapyr), Prelude (Permethrin), Premise 0.5 SC (Imidacloprid), Premise 2 (Imidacloprid), Premise 75 (Imidacloprid), Premise Foam (Imidacloprid), Premise Gel (Imidacloprid), Premise Granules (Imidacloprid), Premise Pre-Construction (Imidacloprid), Pro Foam Platinum (Sulfates Disodium Lauroampho Diacetate), ProCitra-OL (d-Limonene), Shatter (Hexaflumuron), Suspend SC (Deltamethrin), Tilmor SC (Fipronil), Timbor (Disodium Octaborate Tetraboride) Clark Pe Control will not apply any compound not authorized for use in California.

If within 24 hours following an application you experience symptoms similar to common seasonal illness, comparable to the flu, contact Clark Pest Control (951-787-7004), your physician and/or your Poison Control Center. For the Poison Control Center, contact the following: (1-800-222-1222).

FURTHER INFORMATION: Contact any of the following: Your pest control operator is Clark Pest Control, (951-787-7004); for Regulatory Information call the Structural Pest Control Board (91 561-8705), or write 2005 Evergreen Street, Suite 1500, Sacramento, CA, 95815-3831. For answers to your health questions, call the County Health Department (see list below) and f application information, contact the County Agriculture Commissioner (see list below).

<table>
<thead>
<tr>
<th>County</th>
<th>Health Dept</th>
<th>Ag. Comm</th>
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</thead>
<tbody>
<tr>
<td>Alameda</td>
<td>(510) 567-6700</td>
<td>(510) 570-5232</td>
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<tr>
<td>Alpine</td>
<td>(530) 694-2146</td>
<td>(530) 621-5520</td>
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<tr>
<td>Amador</td>
<td>(209) 223-6407</td>
<td>(209) 223-6481</td>
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<tr>
<td>Butte</td>
<td>(530) 538-7851</td>
<td>(530) 538-7831</td>
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<td>(209) 754-6460</td>
<td>(209) 754-6504</td>
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<td>Colusa</td>
<td>(530) 458-0380</td>
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<tr>
<td>Contra Costa</td>
<td>(925) 646-5225</td>
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<td>(530) 621-6100</td>
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<td>(559) 445-3357</td>
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<td>(530) 934-6558</td>
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<td>Inyo</td>
<td>(760) 878-0242</td>
<td>(760) 875-7850</td>
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<td>(861) 868-0301</td>
<td>(861) 868-8300</td>
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<td>(760) 263-1081</td>
<td>(760) 263-0217</td>
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<td>(530) 251-8183</td>
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<tr>
<td>Madera</td>
<td>(559) 675-7883</td>
<td>(559) 675-7876</td>
</tr>
<tr>
<td>Marin</td>
<td>(415) 469-6841</td>
<td>(415) 469-6700</td>
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</tbody>
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Under the California Mechanics Lien Law any structural pest control company which contracts to do work for you, any contractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing your property could be sold by a court official and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or supplier remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled “Preliminary Notice”. Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. It’s purpose is to notify you of person who may have a right to file a lien against your property if they are not paid.

Clark Pest Control, License Number PR226
<table>
<thead>
<tr>
<th>Building No.</th>
<th>Street</th>
<th>City</th>
<th>Zip</th>
<th>Date of Inspection</th>
<th>Number of Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>8930</td>
<td>Limonite Ave</td>
<td>Jurupa Valley</td>
<td>92509-5067</td>
<td>08/08/19</td>
<td>8</td>
</tr>
</tbody>
</table>
Clark Pest Control  
3403 Durahart Street  
Riverside, CA, 92507

**COST BREAKDOWN**

**Owner:** Jurupa City Hall  
**Address of Property Inspected:** 8930 Limonite Ave  
**Inspection Date:** 08/08/19  
**Report No.:** 24-4609  
**Title Company & Escrow No.:** #

<table>
<thead>
<tr>
<th>Item No.</th>
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<tbody>
<tr>
<td><strong>SUBTERRANEAN TERMITES</strong></td>
<td></td>
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<tr>
<td>1A</td>
<td>Scrape down the accessible tubes. To prevent termites from reconstructing mud tubes between the soil and the substructure wood members, apply Termidor HE to the soil. Treatment to be applied by our State licensed applicator per current label instructions. Post a completion tag listing the materials used.</td>
</tr>
<tr>
<td>1B</td>
<td>At the request of Mike Waltz we have been instructed to suggest a secondary substandard treatment. Local treatment is not intended to be an entire structure treatment method. If infestations of wood-destroying pest extend or exist beyond the area(s) of local treatment, they may not be exterminated. [b]We strongly recommend a FULL Perimeter Soil Treatment to eliminate possible unknown subterranean termite infestations. As a secondary, substandard recommendation (without warranty)[b] we suggest to prevent termites from constructing mud tubes between the soil and the substructure wood members, scrape down any accessible tubes, apply Termidor HE to the soil in accordance with current label instructions adjacent to the area of infestation (see X's on the diagram). Treatment to be applied by our State licensed applicator per current label instructions.</td>
</tr>
<tr>
<td><strong>DRYWOOD TERMITES</strong></td>
<td></td>
</tr>
<tr>
<td>2A</td>
<td>Seal the entire structure and fumigate it with Vikane.</td>
</tr>
<tr>
<td>2B</td>
<td>The owner is to engage a licensed contractor to make necessary repairs.</td>
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<tr>
<td>2C</td>
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</table>

**FUNGUS/DRYROT**

3A The owner is to engage a licensed contractor to make necessary repairs.

**TOTAL OF WORK TO BE COMPLETED BY CLARK PEST CONTROL** $28,360.00
After all recommendations have been completed, we warrant materials and workmanship for one year. In the event that only part of the recommendations are completed by this company there may be an increase in the cost of each item that we do complete. This proposal expires 30 days from the date of the original inspection.
WOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 8930  
Street Limonite Ave  
City Jurupa Valley  
Zip 92509  
Date of Inspection 08/06/19  
Number of Pages 4

Compass Pest Management, Inc.  
5925 Rickenbacker Ave  
Riverside CA 92504  
Tel 951-688-8066 Fax 951-688-6294  
kariem@bye2bugs.com

Report #: 36693  
Registration #: PR4268  
Escrow #:  
□ CORRECTED REPORT

Ordered by:  
Dillion  
City of Jurupa Valley

Property Owner and/or Party of Interest:  
8930 Limonite Ave  
Jurupa Valley CA 92509

Report sent to:

<table>
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<tr>
<th>COMPLETE REPORT</th>
<th>LIMITED REPORT</th>
<th>SUPPLEMENTAL REPORT</th>
<th>REINSPECTION REPORT</th>
</tr>
</thead>
</table>

GENERAL DESCRIPTION:  
Two story commercial building on slab, furnished and occupied

Inspection Tag Posted:  
Water heater

Other Tags Posted:

An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.

Subterranean Termites □  Drywood Termites □  Fungus / Dryrot □  Other Findings □  Further Inspection □

If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked

Diagram Not To Scale

LIMITED REPORT

2A

Inspected By: Michael Anderson  
State License No. FR46310

Signature:

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, California, 95815-3831.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov.
WHAT IS A WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT? READ THIS DOCUMENT. IT EXPLAINS THE SCOPE AND LIMITATIONS OF A STRUCTURAL PEST CONTROL INSPECTION AND A WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT.

A Wood Destroying Pest & Organism Inspection Report contains findings as to the presence or absence of evidence of wood destroying pests and organisms in visible and accessible areas and contains recommendations for correcting any infestations or infections found. The contents of Wood Destroying Pest & Organism Inspection Reports are governed by the Structural Pest Control Act and regulations.

Some structures do not comply with building code requirements or may have structural, plumbing, electrical, mechanical, heating, air conditioning or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pest & Organism Inspection Report does not contain information on such defects, if any, as they are not within the scope of the licenses of either this company, or its employees.

The Structural Pest Control Act requires inspection of only those areas which are visible and accessible at the time of inspection. Some areas of the structure are not accessible to inspection, such as the interior of hollow walls, spaces between floors, areas concealed by carpeting, appliances, furniture or cabinets. Infestations or infections may be active in these areas without visible and accessible evidence. If you desire information about areas that were not inspected, a further inspection may be performed at an additional cost. Carpets, furniture or appliances are not moved and windows are not opened during a routine inspection.

The exterior Surface of the roof was not inspected. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the Contractor’s State License Board.

This company does not certify or guarantee against any leakage, such as (but not limited to) plumbing, appliances, walls, doors, windows, any type of seepage, roof or deck coverings. This company renders no guarantee, whatsoever, against any infection, infestation or any other adverse condition which may exist in such areas or may become visibly evident in such area after this date. Upon request, further inspection of these areas would be performed at an additional charge.

In the event damage or infestation described herein is later found to extend further than anticipated, our bid will not include such repairs. OWNER SHOULD BE AWARE OF THIS CLOSED BID WHEN CONTRACTING WITH OTHERS OR UNDERTAKING THE WORK HIMSELF/HERSELF.

If requested by the person ordering this report, a re-inspection of the structure will be performed. Such requests must be within four (4) months of the date of this inspection. Every re-inspection fee amount shall not exceed the original inspection fee.

Wall paper, stain, or interior painting are excluded from our contract. New wood exposed to the weather will be prime painted, only upon request at an additional expense.

This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs.

“NOTICE: Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company. You have a right to seek a second opinion from another company.”

This Wood Destroying Pest & Organisms Report DOES NOT INCLUDE MOLD or any mold like conditions. No reference will be made to mold or mold-like conditions. Mold is not a Wood Destroying Organism and is outside the scope of this report as defined by the Structural Pest Control Act. If you wish your property to be inspected for mold or mold like conditions, please contact the appropriate mold professional.
This is a Limited Inspection and Report at the request of the City and pertains to the exterior only.

Compass Pest Management INC. guarantees the FUMIGATION completed by this Company for a period of two years from the date of completion unless otherwise stated in the body of this Report.

The structure is constructed on a concrete slab with finished walls on the interior and exterior. These areas are inaccessible for inspection and interior conditions are not known.

Compass Pest Management INC. will not be responsible for damage to plants or their replacement.

If damage extends into inaccessible areas, a Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.

The exterior of the roof will not be inspected. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the Contractor’s State License Board.

MOLD DISCLAIMER. There may be health-related implications associated with the finding reflected on this report. We are not qualified to render any opinion concerning any such health implications, and no such opinion is expressed. The inspection reflected by this report was limited to visible and accessible surfaces only; we are not qualified to render any opinion as to indoor air quality, and no such opinion is expressed. Any questions concerning any health-related implications which may be associated with the findings or recommendations (including recommendations for structural repairs) that are reflected in this report, or concerning indoor air quality, should be directed to a qualified professional.

2. DRYWOOD TERMITES

2A: FINDING : Evidence of drywood termite infestation noted at the siding, patio header, post, handrail and joist. Infestation appears to extend into inaccessible areas.

2A: RECOMMENDATION : Vacate and seal the structure. Fumigate with the registered fumigant (sulfuryl fluoride). Chloropicrin to be used as the warning agent. Please note effects of over-exposure from these materials can include the following: shortness of breath, double vision, unusual drowsiness and weakness and tremors. Your health and safety is our major concern. If you experience the symptoms as outlined here, leave the structure immediately and call our office.

Remove the seals and aerate the structure ready for occupancy.

Prior to the fumigation process certain preparations must be made. Please refer to our "Occupants' Fumigation Notice and Instruction Sheet" for specific guidelines. Preparation per these instructions is not the responsibility of Compass Pest Management.

The fumigation cannot be done in strong winds or rain and will be rescheduled if there is inclement weather.

The fumigation process requires that work crews walk on the roof. Many roofs are brittle and suffer some damage when walked upon. The Company will not be responsible for damage resulting from walking or working on the roof, or for any damage to any of the following items: any roofing surface; radio and television antennas; plants which are clinging or very close to the structure; awnings; gutters; patio covers; solar heating panels; plumbing fixtures; or any other items on, or connected to, the roof, including chimneys.

DUE TO THE FRAGILE NATURE OF TILE, METAL, SLATE OR OTHER DELICATE ROOF COVERINGS, AND THE NECESSITY OF WALKING THEREON, SOME DAMAGE MAY OCCUR WHILE PLACING AND REMOVING SEALS IN THE COURSE OF FUMIGATION OF THE STRUCTURE. IF THIS RECOMMENDATION IS COMPLETED IT IS UNDERSTOOD THAT THE OWNER OR HIS AGENT WILL HOLD COMPASS PEST MANAGEMENT INC. HARMLESS FROM ALL LIABILITY REGARDING ROOF DAMAGE.

Compass Pest Management does not provide on-site security and does not assume any responsibility for the care and custody of the property in the event of vandalism or breaking and entering. Compass Pest Management requests that all valuables such as jewelry, coins, collections, cash, art objects and other items of value be removed prior to fumigation.

Remove or cover accessible evidence of infestations.

"NOTICE" The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept Compass Pest Management's bid or you may contract directly with another registered company licensed to perform the work.

If you choose to contract directly with another registered company, "Compass Pest Management will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform."
If additional infestations or infections are found, a Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.

Areas above the first story eaves are inaccessible for physical inspection due to height, and are not included in our Report, unless our visual inspection from the ground revealed conditions that need recommendations. If requested, a physical inspection will be made of the upper areas of the structure and a Supplemental Report issued outlining our findings, recommendations and any additional cost.

**ARBITRATION OF DISPUTES:**

BY RELYING ON THIS WOOD DESTROYING ORGANISMS REPORT, YOU AGREE THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO COMPASS PEST MANAGEMENT’S INSPECTION AND/OR THIS REPORT SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. JUDGEMENT UPON THE AWARD RENDERED BY THE ARBITRATION(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

COMPASS PEST MANAGEMENT’S PERFORMANCE OF THE RECOMMENDATIONS DESCRIBED ABOVE IS GOVERNED BY THE TERMS OF A WORK AUTHORIZATION, WHICH PROVIDES THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO COMPASS PEST MANAGEMENT’S WORK SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGEMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

NOTICE: The Structural Pest Control Board encourages competitive business practices among registered companies. Reports on this substructure prepared by various registered companies should list the same findings (i.e., termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company. Therefore, you may wish to seek a second opinion since there may be alternative methods of correcting the findings listed on this report that may be less costly.

This is a list of pesticides which may be used to treat the structure described in this report.

- Cy-kick CS (Cyfluthrin) 499-470
- D-Pam (Deltamethrin) 9444-227
- Premise 75 WP (Chloroniconitryl) 432-1332
- Premise Foam (Imidacloprid) 432-1391
- Timbor (Disodium Octaborate Tetrahydrate) 64405-8
- I MaxxPro (Imadacloprid) 432-1332-73748
- Masterline (Bifenthrin) 73748-7
- Termidor SC (Fipronil Dichloro Trifluoromethyl Sulfanyl) 7969-210
- HPX-20 Intruder (Cyfluthrin/Pyrethrin/Piperonyl Butoxide) 9444-201
- Talstar One (Bifenthrin) 279-3206
- Jecta (Disodium Octaborate Tetrahydrate) 64405-4

"Thank you for selecting our company to perform a structural pest control inspection on your property. Our inspectors have determined that your property will benefit from the application of a chemical commonly used for structural pest control. In accordance with the laws and regulations of the State of California, we are required to provide you and your occupants with the following information prior to any application of chemicals to such property. Please take a few moments to read and become familiar with the content.

State Law requires that you be given the following information:

""CAUTION - PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Operators are licensed and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on scientific evidence, there are no appreciable risks weighted by the benefits. The degree of risk depends on the degree of exposure, so exposure should be minimized.""

""If within 24 hours following application, you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center and your pest control operator immediately.""


THANK YOU FOR SELECTING COMPASS PEST MANAGEMENT!
AGREEMENT

No work will be performed until a signed copy of this agreement has been received.

Address of Property: 8930 Limonite Ave
City: Jurupa Valley
State/Zip: CA 92509

The inspection report of the company dated, 08/06/19 is incorporated herein by reference as though fully set forth.

The company is authorized to proceed with the work outlined in the items circled below from the Termite Inspection Report for the property inspected, for a total sum of $18,620.00. This total amount is due and payable within Ten (10) days from completion repair work and/or chemical application.

THE COMPANY AGREES

To guarantee all repair completed by this company for one year from date of completion except for caulking, grouting or plumbing, which is guaranteed for a period of Ninety (90) days. We assume no responsibility for work performed by others, to be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed 30 days, to use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any shrubs, plants or roof.

THE OWNER OR OWNER’S AGENT AGREES

To pay for services rendered in any additional services requested upon completion of work to pay a service charge of one and one-half percent (1 1/2%) interest per month, or portion of any month, annual interest rate of eighteen percent (18%) on accounts exceeding the ten (10) day full payment schedule. The Owner grants to The Company a security interest in the property to secure payment sum for work and inspection fee completed. In case of non-payment by The Owner, reasonable attorney fees and costs of collection shall be paid by owner, whether suit be filed or not.

ALL PARTIES AGREE

If any additional work is deemed necessary by the local building inspector, said work will not be performed without additional authorization from owner or owner’s agent. This contract price does not include the charge of any Inspection Report fees. Circle the items you wish performed by The Company, below and enter total amount above.

NOTICE TO OWNER

Under the California Mechanics Lien Law any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled “Preliminary Notice.” Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

ITEMS

Item 2A (fumigation)........$18,620.00

THANK YOU FOR CHOOSING COMPASS PEST MANAGEMENT~
WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. Street, City, Zip
8930 LIMONITE AVE, RIVERSIDE, 92509-5019

Firm Registration No PR 0801
Report No.: 76042-081619194950-5788

TERMINIX INTERNATIONAL, BRANCH #2550
649 S WATERMAN AVE
SAN BERNARDINO, CA 92408-2306
PH: 9098900981

Ordered by:
CITY HALL OF JURUPA VALLEY
8930 LIMONITE AVE RIVERSIDE CA 92509-5019

Property Owner or Party of Interest:
CITY HALL OF JURUPA VALLEY
8930 LIMONITE AVE RIVERSIDE CA 92509-5019

Report sent to:
CITY HALL OF JURUPA VALLEY
8930 LIMONITE AVE RIVERSIDE CA 92509-5019

Date of Inspection
08/16/2019

Number of Pages
5

TERMINIX INTERNATIONAL, BRANCH #2550
649 S WATERMAN AVE
SAN BERNARDINO, CA 92408-2306
PH: 9098900981

Ordered by:
CITY HALL OF JURUPA VALLEY
8930 LIMONITE AVE RIVERSIDE CA 92509-5019

Property Owner or Party of Interest:
CITY HALL OF JURUPA VALLEY
8930 LIMONITE AVE RIVERSIDE CA 92509-5019

Report sent to:
CITY HALL OF JURUPA VALLEY
8930 LIMONITE AVE RIVERSIDE CA 92509-5019

COMPLETE REPORT ☐ LIMITED REPORT ☒ SUPPLEMENTAL REPORT ☐ REINSPECTION REPORT ☐

General Description:
2 Story(s), Office Building, No Garage, Occupied and Furnished

Inspection Tag Posted:
Electrical box

Other Tags Posted:
NA

An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.

Subterranean Termites ☐ Drywood Termites ☒ Fungus / Dryrot ☐ Other Findings ☐ Further Inspection ☒

If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.

Inspected by: BROWN, DENNIS S. State License No. FR 51191 Signature

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, CA 95815

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov.
GENERAL NOTES:
Please see general notes following the findings and recommendations for additional conditions governing this report.

READ THIS DOCUMENT. It explains the scope and limitations of a Structural Pest Control Inspection and Wood Destroying Pest and Organism Inspection Report.

A Wood Destroying Pest and Organism Inspection Report contains findings as to the presence or absence of evidence of wood destroying insects or organisms (fungi/rot) in visible and accessible areas on the date of inspection. It contains our recommendations for correcting any infestations, infections or conditions found. The contents of the Wood Destroying Pest and Organism Inspection Report are governed by the Structural Pest Control Act and the rules and regulations of the Structural Pest Control Board.

NOTE: THE FOLLOWING AREAS, WHEN THEY EXIST, ARE CONSIDERED INACCESSIBLE FOR INSPECTION: THE INTERIORS OF HOLLOW WALLS AND ALL ENCLOSED SPACES BETWEEN A FLOOR OR PORCH DECK AND THE CEILING OR SOFFIT BELOW; AREAS BETWEEN ABUTTING/ATTACHED ROW HOUSES, TOWNHOUSES, CONDOMINIUMS AND SIMILAR STRUCTURES; PORTIONS OF THE ATTIC CONCEALED OR MADE INACCESSIBLE BY INSULATION; PORTIONS OF THE ATTIC CONCEALED OR MADE INACCESSIBLE BY DUCTING. PORTIONS OF THE ATTIC OR ROOF CAVITY CONCEALED DUE TO AN INADEQUATE CRAWL SPACE; THE INTERIORS OF BOXED EAVES; EAVES CONCEALED BY PATIO COVERS OR OTHER ABUTMENTS; PORTIONS OF THE SUBAREA CONCEALED OR MADE INACCESSIBLE BY INSULATION; PORTE COCHERES; ENCLOSED BAY WINDOWS; AREAS BENEATH WOOD FLOORS OVER CONCRETE; AREAS CONCEALED BY BUILT-IN CABINET WORK; AREAS CONCEALED BY FLOOR COVERINGS, SUCH AS WALL-TO-WALL CARPETING, LINOLEUM, CERAMIC TILE, ETC.; AND AREAS CONCEALED BY BUILT-IN APPLIANCES.

NOTE: THE FOLLOWING AREAS, WHEN THEY EXIST, ARE CONSIDERED INACCESSIBLE FOR INSPECTION; AREAS CONCEALED BY INTERIOR FURNISHINGS; AREAS CONCEALED BY FLOOR COVERINGS, SUCH AS AREA RUGS, THROW RUGS, BATH AND KITCHEN MATS, ETC.; AREAS CONCEALED BY FREE STANDING APPLIANCES; AREAS CONCEALED BY STORAGE; AREAS CONCEALED BY HEAVY VEGETATION; AND AREAS WHERE LOCKS PREVENTED ACCESS. THESE AREAS WILL BE INSPECTED FOR A FEE, IF THEY ARE MADE ACCESSIBLE AT THE OWNER'S EXPENSE. A SUPPLEMENTAL REPORT WILL BE ISSUED AND ANY FINDINGS AND RECOMMENDATIONS WILL BE LISTED ALONG WITH ESTIMATES FOR REPAIR AND/OR TREATMENT, IF WITHIN THE SCOPE OF THE COMPANY'S OPERATIONS. NO OPINION IS RENDERED CONCERNING CONDITIONS IN THE AREAS AT THIS TIME.

NOTE: INSPECTIONS ARE MADE AND REPORTS ARE ISSUED ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF THE INSPECTION. THE ABSENCE OF VISIBLE EVIDENCE OF WOOD DESTROYING ORGANISMS IN THE VISIBLE AND ACCESSIBLE PORTIONS OF THE STRUCTURE IS NO ASSURANCE THAT WOOD DESTROYING ORGANISMS ARE NOT PRESENT IN INACCESSIBLE AREAS NOR THAT FUTURE INFESTATIONS WILL NOT OCCUR. THEREFORE, WE DO NOT ASSUME ANY RESPONSIBILITY FOR THE PRESENCE OF WOOD DESTROYING ORGANISMS, OR DAMAGE DUE TO SUCH ORGANISMS, IN AREAS THAT WERE NOT VISIBLE AND ACCESSIBLE AT THE TIME OF THE INSPECTION OR THAT MAY OCCUR IN THE FUTURE.

NOTICE: THIS COMPANY WILL REINSPECT REPAIRS DONE BY OTHERS WITHIN FOUR MONTHS OF THE ORIGINAL INSPECTION. A CHARGE, IF ANY, CAN BE NO GREATER THAN THE ORIGINAL INSPECTION FEE FOR EACH INSPECTION. THE REINSPECTION MUST BE DONE WITHIN TEN WORKING DAYS OF REQUEST. THE REINSPECTION IS A VISUAL INSPECTION AND IF INSPECTION OF CONCEALED AREAS IS DESIRED, INSPECTION OF WORK IN PROGRESS WILL BE NECESSARY, ANY GUARANTEES MUST BE RECEIVED FROM PARTIES PERFORMING THE REPAIRS.

NOTE: A VISUAL INSPECTION WAS PERFORMED AND THE INSPECTOR DID NOT DEFACE NOR PROBE INTO FINISHED WINDOW OR DOOR FRAMES, TRIM WORK, FLOOR COVERINGS, WALLS, CEILINGS, OR OTHER FINISHED SURFACES.

NOTE: THE EXTERIOR AREAS OF THIS STRUCTURE WERE VISUALLY INSPECTED FROM THE GROUND LEVEL. AREAS OF THE EXTERIOR THAT EXHIBITED VISIBLE SIGNS OF INFESTATION, INFECTION, OR DAMAGE FROM SAME WILL BE DESCRIBED IN THE BODY OF THIS REPORT.

NOTE: IF ANY INFESTATION, INFECTION, OR DAMAGE IS DISCOVERED IN A CONCEALED AREA DURING THE COURSE OF PERFORMING ANY RECOMMENDATION IN THIS REPORT, THIS COMPANY WILL ISSUE A SUPPLEMENTAL REPORT. THIS COMPANY IS NOT RESPONSIBLE FOR CONTROLLING SUCH INFESTATIONS OR INFECTIONS FOR REPAIRING SUCH DAMAGE. IF THE ADDITIONAL WORK REQUIRED IS WITHIN THE SCOPE OF THIS COMPANY'S OPERATIONS, A COST ESTIMATE WILL BE PROVIDED WITH THE SUPPLEMENTAL REPORT.

NOTE: THE OWNER OF THIS PROPERTY HAS CERTAIN RESPONSIBILITIES REGARDING THE NORMAL MAINTENANCE THAT PERTAINS TO THE DETERRENCE OF WOOD DESTROYING ORGANISMS. THESE NORMAL MAINTENANCE PROCEDURES INCLUDE, BUT ARE NOT LIMITED TO: MAINTENANCE OF THE ROOF, GUTTERS, AND DOWNSPOUTS; CAULKING AROUND DOORS, WINDOWS, VENTS, TUB AND SHOWER ENCLOSURES; KEEPING SOIL LEVELS BELOW THE TOP OF THE FOUNDATIONS; KEEPING STORED ITEMS (INCLUDING FIREWOOD) AT LEAST TWELVE (12) INCHES AWAY FROM THE STRUCTURE; ADJUSTING SPRINKLERS SO THAT THEY DO NOT SPRAY ONTO THE STRUCTURE; PROHIBITING SOIL FROM CONTACTING THE WOOD COMPONENTS OF THE STRUCTURE; AND PREVENTING VEGETATION OR OTHER ITEMS FROM BLOCKING VENTS.
**NOTE:** Limited Report

NOTE: This is a limited inspection and report at the request of CITY HALL OF JURUPA VALLEY, and is limited to the following areas(s): Ft door and front window. In view of the fact that this is a limited inspection, it is recommended that this company be authorized to make a complete inspection of the structure and furnish a complete report.

**SEE BELOW FOR YOUR FINDINGS AND RECOMMENDATIONS:**

**Drywood Termites**

**Item 2A**

FINDING: Evidence of drywood termites was noted at/in Main door entrance.

RECOMMENDATION: Remove or cover accessible drywood termite fecal pellets.

RECOMMENDATION: Fumigate the structure with an approved fumigant for the eradication of drywood termites.

**Item 2B**

FINDING: Drywood termites have damaged Door trim at/in Main door entrance.

RECOMMENDATION: Remove the damaged wood member(s). Replace the damaged wood with new material. See recommendations in this report for the control of drywood termites.

**Item 2C**

FINDING: Evidence of drywood termites was noted at/in S/W window sil.

RECOMMENDATION: Remove or cover accessible drywood termite fecal pellets.

RECOMMENDATION: Fumigate the structure with an approved fumigant for the eradication of drywood termites.

**Item 2D**

FINDING: Drywood termites have damaged Window trim at/in S/W window sil.

RECOMMENDATION: Remove the damaged wood member(s). Replace the damaged wood with new material. See recommendations in this report for the control of drywood termites.

**Further Inspection**

**Item 5A**

FINDING: Evidence of Drywood Termites was noted at/in Main door entrance which appears to extend into inaccessible areas.

RECOMMENDATION: Open inaccessible areas for further inspection. Upon further inspection, a supplemental report will be issued and any findings and recommendations will be listed along with estimates for repair and/or treatment, if within the scope of this company’s operations.

**Item 5B**

FINDING: Evidence of Drywood Termites was noted at/in S/W window sil which appears to extend into inaccessible areas.
RECOMMENDATION: Open inaccessible areas for further inspection. Upon further inspection, a supplemental report will be issued and any findings and recommendations will be listed along with estimates for repair and/or treatment, if within the scope of this company’s operations.
GENERAL NOTES:

NOTE: THE EXTERIOR SURFACE OF THE ROOF HAS NOT BEEN INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTRACTORS STATE LICENSE BOARD.

NOTE: REPORTS ON THIS STRUCTURE PREPARED BY VARIOUS REGISTERED COMPANIES SHOULD LIST THE SAME FINDINGS (I.E. TERMITE INFESTATION, TERMITE DAMAGE, FUNGUS DAMAGE, ETC.). HOWEVER, RECOMMENDATIONS TO CORRECT THESE FINDINGS MAY VARY FROM COMPANY TO COMPANY. YOU HAVE A RIGHT TO SEEK A SECOND OPINION FROM ANOTHER COMPANY.

NOTE TO OWNER: UNDER THE CALIFORNIA MECHANICS LIEN LAW, ANY STRUCTURAL PEST CONTROL COMPANY WHICH CONTRACTS TO DO WORK FOR YOU, ANY CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER, OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY, BUT IS NOT PAID FOR HIS OR HER WORK OR SUPPLIES, HAS A RIGHT TO ENFORCE A CLAIM AGAINST YOUR PROPERTY, THIS MEANS THAT AFTER A COURT HEARING, YOUR PROPERTY COULD BE SOLD BY A COURT OFFICER AND THE PROCEEDS OF THE SALE USED TO SATISFY THE INDEBTEDNESS. THIS CAN HAPPEN EVEN IF YOU HAVE PAID YOUR STRUCTURAL PEST CONTROL COMPANY IN FULL IF THE SUBCONTRACTOR, LABORERS, OR SUPPLIERS REMAIN UNPAID.

TO PRESERVE THEIR RIGHT TO FILE A CLAIM OR LIEN AGAINST YOUR PROPERTY, CERTAIN CLAIMANTS SUCH AS SUBCONTRACTORS OR MATERIAL SUPPLIERS ARE REQUIRED TO PROVIDE YOU WITH A DOCUMENT ENTITLED PRELIMINARY NOTICE. PRIME CONTRACTORS AND LABORERS FOR WAGES DO NOT HAVE TO PROVIDE THIS NOTICE. A PRELIMINARY NOTICE IS NOT A LIEN AGAINST YOUR PROPERTY. ITS PURPOSE IS TO NOTIFY YOU OF PERSONS WHO MAY HAVE A RIGHT TO FILE A LIEN AGAINST YOUR PROPERTY IF THEY ARE NOT PAID.

NOTE: IF DURING THE COURSE OF PERFORMING ANY REPAIRS, ANY FIXTURE OR PLUMBING IS FOUND TO BE UNSERVICEABLE, DAMAGED, OR DEFECTIVE, THERE WILL BE AN ADDITIONAL CHARGE FOR REPAIR AND/OR REPLACEMENT, AS NECESSARY.

NOTE: IT IS RECOMMENDED THAT BUILDING PERMITS BE OBTAINED FOR ALL WORK REQUIRING PERMITS, PRIOR TO BEGINNING THE RECOMMENDED REPAIRS. FOR INFORMATION CONCERNING THE BUILDING DEPARTMENT AND PERMIT REQUIREMENTS, CONTACT THE LOCAL BUILDING DEPARTMENT. WORK PERFORMED AS REQUIRED UNDER PERMIT FROM THE BUILDING DEPARTMENT SHOULD BE APPROVED, ACCEPTED, AND SIGNED OFF BY THE DEPARTMENT PRIOR TO CONSIDERING SUCH WORK TO BE COMPLETED. THE BUILDING DEPARTMENT MAY REQUIRE INSTALLATION OF SMOKE/HEAT DETECTORS AS A CONDITION OF OBTAINING A BUILDING PERMIT.

Some structures may not comply with building code requirements or may have structural, plumbing, electrical, heating and air conditioning, or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pest and Organism Inspection Report does not contain information about such defects as they are not within the scope of the license of the inspector or the company issuing this report. Nor does a Wood Destroying Pest and Organism Inspection Report contain information about asbestos or any other environmental or safety hazard. Should interested parties desire opinions regarding these items, it is recommended that the owner engage the services of a reputable whole house inspection company.

This property was not inspected for the presence or absence of health related molds or fungi. By California law, we are neither qualified, authorized, nor licensed to inspect for health related molds or fungi. If you desire information about the presence or absence of health related molds or fungi, you should contact an industrial hygienist.

The Structural Pest Control Board Mold Policy Statement is as follows:

“Molds, sometimes called mildew, are not wood-destroying organisms. Branch 3 licensees do not have a duty under the Structural Pest Control Act and related regulations to classify molds as harmful to human health or not harmful to human health. This does not modify the Structural Pest Control Act or related regulations.”

This statement is being provided to you for informational purposes.
State law requires that you be given the following information:

CAUTION – PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Operators are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following application, you experience headache, dizziness, nausea, tearing, coughing, nose and throat irritation or develop shortness of breath, double vision, unusual drowsiness and weakness, or tremors, contact your physician or poison control center (see below) and your pest control operator immediately. If rodenticide ingestion occurs, you may experience symptoms of mild shock and/or bleeding.

For further information, contact any of the following:

**Terminix International**
1-800-TERMINIX

**Poison Center**
1-800-876-4766

**Regulatory information - Structural Pest Control Board**
1-916-561-8700
2005 Evergreen St, Ste. 1500, Sacramento, CA 95815-3831

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### HEALTH QUESTIONS - CALIFORNIA COUNTY AGRICULTURAL COMMISSIONERS

<table>
<thead>
<tr>
<th>County</th>
<th>Contact Number</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alameda</td>
<td>(510) 670-5232</td>
<td>Marin</td>
</tr>
<tr>
<td>Alpine</td>
<td>(530) 694-2146</td>
<td>Mariposa</td>
</tr>
<tr>
<td>Amador</td>
<td>(209) 223-6407</td>
<td>Mendocino</td>
</tr>
<tr>
<td>Butte</td>
<td>(530) 538-7381</td>
<td>Merced</td>
</tr>
<tr>
<td>Calaveras</td>
<td>(209) 754-6504</td>
<td>Modoc</td>
</tr>
<tr>
<td>Colusa</td>
<td>(530) 456-0580</td>
<td>Mono</td>
</tr>
<tr>
<td>Contra Costa</td>
<td>(530) 646-2520</td>
<td>Monterey</td>
</tr>
<tr>
<td>Del Norte</td>
<td>(707) 464-7235</td>
<td>Napa</td>
</tr>
<tr>
<td>El Dorado</td>
<td>(530) 621-5520</td>
<td>Nevada</td>
</tr>
<tr>
<td>Fresno</td>
<td>(559) 456-7510</td>
<td>Orange</td>
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<tr>
<td>Glenn</td>
<td>(530) 934-6501</td>
<td>Placer</td>
</tr>
<tr>
<td>Humboldt</td>
<td>(707) 447-2233 ext. 0</td>
<td>Plumas</td>
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<tr>
<td>Imperial</td>
<td>(760) 482-4314</td>
<td>Riverside</td>
</tr>
<tr>
<td>Inyo</td>
<td>(760) 783-7860</td>
<td>Sacramento</td>
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<tr>
<td>Kern</td>
<td>(861) 866-6300</td>
<td>San Benito</td>
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<tr>
<td>Kings</td>
<td>(559) 582-3211 #2831</td>
<td>San Bernardino</td>
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<tr>
<td>Lake</td>
<td>(707) 263-0217</td>
<td>San Diego</td>
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<tr>
<td>Lassen</td>
<td>(530) 251-8110</td>
<td>San Francisco</td>
</tr>
<tr>
<td>Los Angeles</td>
<td>(828) 576-5466</td>
<td>San Joaquin</td>
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<tr>
<td>Madera</td>
<td>(559) 675-8786</td>
<td>Yuba</td>
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### APPLICATION INFORMATION - CALIFORNIA COUNTY HEALTH DEPARTMENTS

<table>
<thead>
<tr>
<th>County</th>
<th>Contact Number</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alameda</td>
<td>(510) 267-8000</td>
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<td>Alpine</td>
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<td>Amador</td>
<td>(209) 223-6407</td>
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<td>Berkley City</td>
<td>(510) 981-5310</td>
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<td>Butte</td>
<td>(530) 538-7581</td>
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<td>Calaveras</td>
<td>(209) 754-6504</td>
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<td>Colusa</td>
<td>(530) 456-0380</td>
<td>Mono</td>
</tr>
<tr>
<td>Contra Costa</td>
<td>(925) 957-5400</td>
<td>Monterey</td>
</tr>
<tr>
<td>Del Norte</td>
<td>(707) 464-3191</td>
<td>Napa</td>
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<tr>
<td>El Dorado</td>
<td>(530) 621-6100</td>
<td>Nevada</td>
</tr>
<tr>
<td>Fresno</td>
<td>(559) 445-0666</td>
<td>Orange</td>
</tr>
<tr>
<td>Glenn</td>
<td>(530) 934-6588</td>
<td>Pasadena</td>
</tr>
<tr>
<td>Humboldt</td>
<td>(707) 447-6200</td>
<td>Placer</td>
</tr>
<tr>
<td>Imperial</td>
<td>(760) 482-4348</td>
<td>Plumas</td>
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<tr>
<td>Inyo</td>
<td>(760) 783-7868</td>
<td>Riverside</td>
</tr>
<tr>
<td>Kern</td>
<td>(861) 866-0302</td>
<td>Sacramento</td>
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<tr>
<td>Kings</td>
<td>(559) 584-1402</td>
<td>San Benito</td>
</tr>
<tr>
<td>Lake</td>
<td>(707) 263-8929</td>
<td>San Bernardino</td>
</tr>
<tr>
<td>Lassen</td>
<td>(530) 251-8183</td>
<td>San Diego</td>
</tr>
<tr>
<td>Long Beach City</td>
<td>(562) 570-4000</td>
<td>San Francisco</td>
</tr>
<tr>
<td>Los Angeles</td>
<td>(213) 240-8117</td>
<td></td>
</tr>
</tbody>
</table>

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One or more of the following chemicals may be applied to your property:

ADVANCE (Diflubenzuron) BOR-RAM (Disodium Octaborate Tetrahydrate) BORA-CARE (Disodium Octaborate Tetrahydrate) BORATHOR (Disodium Octaborate Tetrahydrate) CIMEAXA (Silicon Dioxide) CY-KICK (Cyfluthrin) DRAGNET SFR (Permethrin) DRONE INSECTICIDE DUST (Amor, Silica Aerogel, Pyrethrins, Piperonyl Butoxide) PHANTOM (Chlorfenapyr) PRELUDE (Permethrin) PREMISE 75 INSECTICIDE (Imidacloprid)

PT TRI-DIE DUST (Amor, Silica Aerogel, Pyrethrins, Piperonyl Butoxide) RECRUIT HD (Novillflumuron) SUSPEND POLYZONE (Deltamethrin) TAP INSULATION (Orthoboric Acid) TEMPO WP (Cyfluthrin) TEMPO SC ULTRA (Cyfluthrin) TIM-BOR (Disodium Octaborate Tetrahydrate) TERMIDOR (Fipronil) TRELONA (Novaluron) VIKANE (Sulfuryl Fluoride) NOTE: Chloropicin is use as a warning agent on all structural fumigations.

Thank you for calling Terminix. Should you have any questions regarding this report, please call 1-800-TERMINIX.
Ultimate Protection Home Pest Inspection

Please pay special attention to findings and comments below as these may indicate conditions that can lead to termite and pest problems.

### EXTERIOR INSPECTION

#### PROPERTY DETAILS

<table>
<thead>
<tr>
<th>Linear Feet:</th>
<th>520</th>
<th>Built Pre 1985:</th>
<th>☒</th>
<th>Primary Use:</th>
<th>Commercial Structure</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Stories:</td>
<td>2</td>
<td>Roof Type:</td>
<td>Concrete Tile</td>
<td>Foundation Type:</td>
<td>Concrete</td>
</tr>
<tr>
<td>Construction Type:</td>
<td>Supported Slab</td>
<td>Siding:</td>
<td>Stucco</td>
<td>Industry Type:</td>
<td></td>
</tr>
<tr>
<td>Square Footage:</td>
<td></td>
<td>Lot Size:</td>
<td></td>
<td># of Gas Meters:</td>
<td>1</td>
</tr>
<tr>
<td>Cubic Feet:</td>
<td>333</td>
<td>Eave Height:</td>
<td>20</td>
<td>Peak Height:</td>
<td>20</td>
</tr>
</tbody>
</table>

#### PROPERTY HAS A:

- Cistern: 
- French Drain: 
- Well: 
- Sprinkler System Present: 
- Exterior Slab (False Porch) Over Basement Area: 
- Gas Meter Have 3’ Clearance: ☒

#### CONDUCIVE CONDITIONS

<table>
<thead>
<tr>
<th>Indications of pests, rodents, termites, wildlife, or other wood-destroying pests?</th>
<th>Live Subterranean Termites Found?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Damage Found?</td>
<td>Trees/shrubs on or against home?</td>
</tr>
<tr>
<td>Conditions on or around foundation conducive to termite attack?</td>
<td>Foundation slab/wall visible?</td>
</tr>
<tr>
<td>Conditions allowing water to collect around structure?</td>
<td>Openings large enough for pest/rodent/wildlife entry?</td>
</tr>
<tr>
<td>Gutters and downspouts clear of debris and standing water?</td>
<td>Siding Less Than 6” From Grade:</td>
</tr>
<tr>
<td>Styrofoam Insulation or “DRI-VIT” Below Grade?</td>
<td>Wood embedded in concrete?</td>
</tr>
<tr>
<td>Breeding Sites:</td>
<td></td>
</tr>
</tbody>
</table>
## INTERIOR INSPECTION

### PROPERTY DETAILS

<table>
<thead>
<tr>
<th>Feature</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sump Pump:</td>
<td>A/C - Heat Ducts in or Below Slab:</td>
</tr>
<tr>
<td>Plenum A/C - Heat System:</td>
<td>Radiant Heat:</td>
</tr>
</tbody>
</table>

### CONDUCIVE CONDITIONS

<table>
<thead>
<tr>
<th>Feature</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests?</td>
<td>Live Subterranean Termites Found?</td>
</tr>
<tr>
<td>Damage Found?</td>
<td>Obvious Signs Of Leaks?</td>
</tr>
<tr>
<td>Musky Odors?</td>
<td>Bath Traps Installed Where Applicable?</td>
</tr>
<tr>
<td>Wall Separation/ Cracks?</td>
<td>Sagging Or Bouncing Floors?</td>
</tr>
</tbody>
</table>

### ATTIC

<table>
<thead>
<tr>
<th>Feature</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number Of Attics:</td>
<td>Attic Access Location:</td>
</tr>
<tr>
<td>Indications Of Pests, Rodents, Termites, Wildlife, Or Other Wood-Destroying Pests?</td>
<td>Obvious Signs Of Leaks?</td>
</tr>
<tr>
<td>Adequate Ventilation?</td>
<td>Adequate Insulation R-Value?</td>
</tr>
<tr>
<td>Attic Vents Screened?</td>
<td>Asbestos Present?</td>
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</table>

### CRAWL SPACE

<table>
<thead>
<tr>
<th>Feature</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number Of Crawl Spaces:</td>
<td>Crawl Space Access Location:</td>
</tr>
<tr>
<td>Height Of Crawl Space:</td>
<td>High Point Of Crawl Space:</td>
</tr>
<tr>
<td>Distance Between Joists:</td>
<td>Depth Of Joists:</td>
</tr>
<tr>
<td># of electrical connections:</td>
<td></td>
</tr>
<tr>
<td>Indications of pests, rodents, termites, wildlife, fungi, or other wood-destroying pests?</td>
<td></td>
</tr>
<tr>
<td>Wood debris, stored material or structure/ground contact?</td>
<td></td>
</tr>
<tr>
<td>Excessive Moisture?</td>
<td>Visible Plumbing Leaks?</td>
</tr>
<tr>
<td>Sagging Or Cracked Floor Joists?</td>
<td>Wood-Earth Contact?</td>
</tr>
<tr>
<td>Inadequate Ventilation In Crawl Space?</td>
<td>Wood Embedded In Concrete?</td>
</tr>
<tr>
<td>Cracked foundation walls/supports?</td>
<td>Wood Debris In Crawl Space?</td>
</tr>
<tr>
<td>Inadequate Ventilation In Crawl Space?</td>
<td>Entire Crawl Space Accessible?</td>
</tr>
</tbody>
</table>

## INSPECTOR'S STATEMENT OF VISIBLE DAMAGE

See report

Date: 08/16/2019

## TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

Date:
**Scale 1:1**

This graph is a record of a visual, non-destructive inspection by Terminix of certain readily accessible areas of the identified property for visible termite infestation/damage. Terminix is not responsible for repairs to damages disclosed above. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheetrock insulation, carpeting, paneling, etc. to search for hidden damage was made. Terminix cannot guarantee that the damage disclosed by visual inspection of the premises shown above represents the entirety of the damage which may exist as of the date of the initial control application. Terminix shall not be responsible for repair of any existing damage including without limitation, any damage which existed in areas or in structural members which were not accessible for visual inspection as of the date of this graph.
### FLOOR PLAN LEGEND

**PROPERTY ELEMENTS**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>ACH</td>
<td>Access Holes Allowing Pest Entry</td>
</tr>
<tr>
<td>CAF</td>
<td>Carpenter Ants Fume</td>
</tr>
<tr>
<td>C</td>
<td>Cistern</td>
</tr>
<tr>
<td>DWLTK</td>
<td>Drywood Termites Local Treatment</td>
</tr>
<tr>
<td>EC</td>
<td>Earth Contact</td>
</tr>
<tr>
<td>FG</td>
<td>Faulty Grade</td>
</tr>
<tr>
<td>FPW</td>
<td>Flaking Peeling Wall</td>
</tr>
<tr>
<td>HVED</td>
<td>Heavy Vegetation</td>
</tr>
<tr>
<td>ATTNOP</td>
<td>Inaccessible Area(s) Attic: No Opening</td>
</tr>
<tr>
<td>IASUBA</td>
<td>Inaccessible Subarea</td>
</tr>
<tr>
<td>IA</td>
<td>Inadequate Ventilation</td>
</tr>
<tr>
<td>MSVC</td>
<td>Mosquitoes</td>
</tr>
<tr>
<td>TNLSL</td>
<td>Rodent Tunneling Under Slab Or Concrete Pad</td>
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<tr>
<td>STNDW</td>
<td>Standing Water in Subarea</td>
</tr>
<tr>
<td>SUBC</td>
<td>Subterranean Termites (Existing Customer)</td>
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<tr>
<td>SUBB</td>
<td>Subterranean Termites Curative Bait</td>
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<tr>
<td>GARWS</td>
<td>Water Stains: Garage Ceiling</td>
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<tr>
<td>EXTPTN</td>
<td>Exterior New Paint</td>
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<tr>
<td>EXTDW</td>
<td>Exterior Weather Door</td>
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<tr>
<td>IAGARFW</td>
<td>Finished Garage Wall</td>
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<tr>
<td>INPNT</td>
<td>Interior New Paint</td>
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<tr>
<td>SP</td>
<td>Sump Pump</td>
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<tr>
<td>VW</td>
<td>Visible Waterway</td>
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### KEY TO EVIDENCE

<table>
<thead>
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<tr>
<td>ACH</td>
<td>Access Holes Allowing Pest Entry</td>
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<tr>
<td>CAF</td>
<td>Carpenter Ants Local Treatment</td>
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<tr>
<td>C</td>
<td>Cracks In Foundation Wall</td>
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<tr>
<td>DWLTK</td>
<td>Drywood Termites Preventative Treatment</td>
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<tr>
<td>FG</td>
<td>Faulty Grade At Vent</td>
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<td>FPW</td>
<td>Flaking Peeling Wall</td>
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<tr>
<td>F</td>
<td>Fungi</td>
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<tr>
<td>IAATTINS</td>
<td>Inaccessible Area(s) Attic: Duct Work</td>
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<td>IAATTSTOR</td>
<td>Inaccessible Area(s) Attic: Storage</td>
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<td>IAAGARST</td>
<td>Inaccessible Area(s) Garage: Storage</td>
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<td>IAATCL</td>
<td>Inaccessible Area(s) Attic: Closet Storage</td>
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<td>IAATTLC</td>
<td>Inaccessible Area(s) Attic: Insulation</td>
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<td>IAATCL</td>
<td>Inaccessible Area(s) Attic: No Clearance</td>
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<td>IAATSL</td>
<td>Inaccessible Area(s) Attic: High Temp</td>
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<td>LA</td>
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<tr>
<td>LGAP</td>
<td>Large Gaps</td>
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<tr>
<td>PL</td>
<td>Missing Screens/Vent Covers</td>
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<tr>
<td>RUB</td>
<td>Rub Marks (Rodent)</td>
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<td>RDT</td>
<td>Rodent Waste (Droppings)</td>
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<td>RDTDRP</td>
<td>Rodent Droppings</td>
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<td>Rub Marks (Rodent)</td>
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<td>Stucco Below Grade</td>
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<td>Stucco Below Grade</td>
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<td>Subterranean Termites Preventative Treatment</td>
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<td>Subterranean Termites Curative Bait</td>
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<td>SUBLTT</td>
<td>Subterranean Termites Liquid Treatment</td>
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<td>Subterranean Termites Local Treatment</td>
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<tr>
<td>SUBG</td>
<td>Siding Less Than 6&quot; From Grade</td>
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<tr>
<td>STNWD</td>
<td>Standing Water in Subarea</td>
</tr>
<tr>
<td>SUBG</td>
<td>Styrofoam Insulation Or DRI-Vit Below Grade</td>
</tr>
<tr>
<td>SUBG</td>
<td>Styrofoam Insulation Or DRI-Vit Below Grade</td>
</tr>
<tr>
<td>SUBG</td>
<td>Styrofoam Insulation Or DRI-Vit Below Grade</td>
</tr>
<tr>
<td>WBB</td>
<td>Powder Post Beetles Fume</td>
</tr>
<tr>
<td>WBN</td>
<td>Rodent Tunneling In Insulation</td>
</tr>
<tr>
<td>WE</td>
<td>Wood Embedded In Concrete</td>
</tr>
</tbody>
</table>

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**Contract #:** 76042-081619194950-5788
**Inspection Date:** 08/16/2019
**Inspector:** BROWN, DENNIS S.
## FLOOR PLAN LEGEND

### GENERAL TREATMENT SPECIFICATIONS

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Notes</th>
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<tbody>
<tr>
<td>117</td>
<td>Trench or trench/rod soil adjacent to exterior foundation walls</td>
<td>117A Vertically drill exterior attached slabs and treat soil beneath along point of attachment</td>
</tr>
<tr>
<td>118</td>
<td>Excavate soil beneath dirt-filled porch slab at point(s) of attachment to the structure and treat soil beneath</td>
<td>120 Vertically drill the dirt-filled porch slab and treat the soil beneath the slab along the point(s) of attachment to the structure</td>
</tr>
<tr>
<td>121A</td>
<td>Drill the exterior foundation wall of a crawl space or basement from the inside and treat the soil immediately beneath the dirt-filled porch slab by short-rodding along the point(s) of attachment to the structure</td>
<td></td>
</tr>
<tr>
<td>121B</td>
<td>Drill through each side of the dirt-filled porch foundation wall per product label specifications and treat the soil immediately beneath the dirt-filled porch slab by short-rodding along the entire inside perimeter of the DFP</td>
<td></td>
</tr>
<tr>
<td>121C</td>
<td>Drill foundation walls of the dirt-filled porch and treat the soil immediately beneath the slab by long-rodding adjacent to the entire inside perimeter of the DFP</td>
<td></td>
</tr>
<tr>
<td>128</td>
<td>Trench, remove, and treat soil by the Backfill Method (see label)</td>
<td>129 Drill and treat voids of a double brick foundation wall per product label specifications</td>
</tr>
<tr>
<td>130</td>
<td>Drill and treat voids of a stone foundation wall per product label specifications</td>
<td>131 Drill and treat voids of a triple brick foundation wall per product label specifications</td>
</tr>
<tr>
<td>132</td>
<td>Drill and treat voids of a hollow block foundation wall per product label specifications</td>
<td>133 Drill and treat voids of a brick veneer foundation wall per product label specifications</td>
</tr>
<tr>
<td>134</td>
<td>Drill and treat all voids of a chimney per product label specifications</td>
<td>138 Drill and treat a subterranean termite infested wooden sill or plate</td>
</tr>
<tr>
<td>140</td>
<td>Drill and treat a subterranean termite infested wooden joist/s</td>
<td>145 Drill into voids of termite infested wood and inject product into inaccessible voids, termite galleries and nests</td>
</tr>
<tr>
<td>146</td>
<td>Make small openings into termite shelter tubes and inject product inside</td>
<td>147 Make multiple openings into carton nests in building voids or in trees and make multiple injections of products to varying depths</td>
</tr>
<tr>
<td>160</td>
<td>Trench, trench and rod, or rod soil of planter box adjacent to the exterior foundation wall according to state specific treatment standards or to label directions, whichever apply</td>
<td></td>
</tr>
<tr>
<td>501</td>
<td>Install In-ground Monitoring Station</td>
<td></td>
</tr>
</tbody>
</table>

### NON-CHEMICAL TREATMENT SPECIFICATIONS

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>101</td>
<td>Provide at least 14” clearance between wood and soil in the crawl space</td>
<td>102 Install access to ceiling of basement for inspection and/or treatment</td>
</tr>
<tr>
<td>104</td>
<td>Install door/s to provide access for treating soil adjacent to plumbing</td>
<td>105 Install crawl space access door</td>
</tr>
<tr>
<td>106</td>
<td>Install Automatic Vents</td>
<td>109 Remove cellulose debris and/or any other debris that would interfere with inspection or treatment in the crawl space</td>
</tr>
<tr>
<td>109A</td>
<td>Remove form boards</td>
<td>110 Scrape off termite tunnels</td>
</tr>
<tr>
<td>111</td>
<td>Set wooden supports on concrete pads to properly insulate wood to soil contact</td>
<td>135 Cut off stucco at least 3” above grade and remove stucco below grade</td>
</tr>
<tr>
<td>149</td>
<td>Remove wood to ground contacts</td>
<td>152 Break ground contact on step stringers</td>
</tr>
<tr>
<td>161</td>
<td>Prepare floor surface for drilling</td>
<td>205 Install a vapor barrier over the soil of a crawl space</td>
</tr>
<tr>
<td>206</td>
<td>Install floor supports to provide additional support</td>
<td></td>
</tr>
</tbody>
</table>
# FLOOR PLAN LEGEND

## BASEMENT TREATMENT SPECIFICATIONS

| 122 | Vertically drill basement concrete slab floor and treat the soil beneath | 144 | Drill and treat basement door frames |

## CRAWL SPACE TREATMENT SPECIFICATIONS

| 114 | Trench or trench/rod soil adjacent to the inside of the foundation walls of a crawl space | 115 | Trench or trench and rod soil adjacent to the piers of a crawl space |
| 116 | Trench or trench and rod soil adjacent to soil pipes of a crawl space | 119 | Trench or trench and rod soil adjacent to a chimney of a crawl space |

## EXCLUSION/WILDLIFE TREATMENT SPECIFICATIONS

| 900 | Trap - Wildlife | 901 | Install Mushroom/Turbine Vent Cage - Roof |
| 902 | Seal Mushroom/Termite Vent - In Attic | 903 | Install Plumbing Vent Cap - Roof |
| 904 | Screen Gable Vent | 905 | Screen Foundation Vent |
| 906 | Screen Soffit Vent | 907 | Repair Roof Return |
| 908 | Seal Pipe Penetration | 909 | Seal Hole In Wall/Foundation, Floor, Etc. |
| 910 | Install One-Way Door Exclusion Cage | 911 | Install Garage Door Seal |
| 912 | Install Dryer Vent Cover - Wall | 913 | Install Oven Vent Cover - Wall |
| 914 | Install Oven Vent Cage - Roof | 915 | Install Chimney Cap |

## PRE-CONSTRUCTION TREATMENT SPECIFICATIONS

| 171 | Vertical treatment zone - trench or trench and rod soil adjacent to pillars and other interior foundation elements such as chimneys and soil pipes | 172 | Vertical treatment zone - trench or trench/rod soil adjacent to utility pipes, plumbing lines, and conduits that will penetrate through the slab (1 gallon/sqft) |
| 173 | Horizontal treatment zone - make a horizontal treatment to the entire surface area of soil or substrate to be covered beneath the concrete slab | 174 | Vertical treatment zone - upon completion of grading along the outside of the exterior foundation wall, treat the backfill by trenching or trenching/rodding the soil adjacent to the exterior foundation wall |

## SLAB TREATMENT SPECIFICATIONS

| 122A | Drill the slab per product label specifications along the expansion joint where two slabs meet and treat soil underneath | 123 | Treat soil adjacent to plumbing penetrations |
| 123A | Drill the slab along one side of the partition wall per product label specifications and treat the soil beneath | 123AA | Drill the slab along both sides of a load-bearing wall per product label specifications and treat the soil beneath |
| 124 | Drill through the exterior foundation wall immediately below the slab per product label specifications and treat the soil beneath by short-rod/ing from the outside | 126 | Vertically drill the slab along the inside perimeter of the foundation walls and treat the soil beneath the slab |
DRYWOOD COMMERCIAL SERVICE PLAN

THIS AGREEMENT PROVIDES FOR THE ARRANGEMENT OF TREATMENT OF A STRUCTURE FOR DRYWOOD TERMITES (KALOTERMES SPP., INCISITERMES SPP., CRYPTOTERMES SPP.) BUT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGES CAUSED BY SUCH DRYWOOD TERMITES.

PLEASE READ THIS ENTIRE DOCUMENT, INCLUDING THE “TERMS AND CONDITIONS,” BEFORE SIGNING.

Customer: CITY HALL OF JURUPA VALLEY

Customer Mailing Address: 8930 LIMONITE AVE, RIVERSIDE, CA 92509-5019

Description of Structure(s) Covered: Commercial Building

Property Address: 8930 LIMONITE AVE, RIVERSIDE, CA 92509-5019

Email: dskrah@jurupavalley.org

Service / Payment Terms

INITIAL CHARGES* (Initial Inspection and Initial Term Fee)…………………………………………………………………………………………………………………………… $ 19980.00

ANNUAL RENEWAL CHARGE* ……………………………………………………………………………………………………………………………………………………………….. $ 5000.00

OWNERSHIP TRANSFER FEE*……………………………………………………………………………………………………………………………………………………………………….. $ .00

BILLING FREQUENCY……………………………………………………………………………………………………………………………………………………………………………………… Annual

*Excludes tax (if applicable)

THE TREATMENT IS ONLY FOR THE CONTROL OF THE STRUCTURE(S) AS IDENTIFIED ON THE INSPECTION GRAPH(S) FROM DRYWOOD TERMITES (K. ALOTERMES SPP., INCISITERMES SPP., CRYPTOTERMES SPP.) (COLLECTIVELY “DRYWOOD TERMITES”) INFESTATIONS. THE TREATMENT DOES NOT CONTROL FROM SUBTERRANEAN (IN-GROUND) TERMITES (RETICULITERMES SPP., HETEROTERMES SPP.), ASIAN TERMITES (COPTOTERMES GESTROI SPP.) AND FORMOSAN TERMITES (COPTOTERMES SPP.) INFESTATIONS OR OTHER WOOD-DESTROYING ORGANISMS INCLUDING, BUT NOT LIMITED TO, DAMPWOOD TERMITES, CARPENTER ANTS, POWDER-POST BEETLES OR WOOD-DECAY FUNGI.

TERMINIX MAY ARRANGE FOR THE PERFORMANCE OF THE WORK TO ANOTHER LICENSED COMPANY. TERMINIX SHALL NOTIFY YOU, THE CUSTOMER, IF THE WORK SHALL BE PERFORMED BY AN ENTITY OTHER THAN TERMINIX. IN THE EVENT THAT THE WORK IS TO BE PERFORMED BY A SEPARATE ENTITY, YOU, THE CUSTOMER, CONSENT AND AGREE TO THE WORK BEING PERFORMED BY SUCH ENTITY.

CUSTOMER SIGNATURE

For All Residents:

• As required, Terminix has provided the Customer with a copy of any federal, state or locally required documents regarding the treatment for the above-named property.

For California Residents:

• Terminix has provided to Customer for review and execution the Wood Destroying Pests and Organisms Inspection Report as required by Cal. Bus. & Prof. Code §8516, which, along with the inspection Graph referenced on Page 2 and any service records provided to Customer, is a part of this Agreement and is incorporated by reference herein.

• Customer will be or has been provided with the Notice to Owner/Tenant as required by Cal. Bus. & Prof. Code §8538.

• Customer will be or has been provided with the Occupants Fumigation Notice and Pesticide Disclosure Statement as required by Cal. Code of Regulations, Title 16, Article 4, §1970.4.

• Customer will be or has been provided with the following Notices: (a) Preparation by Owner or Occupant Prior to Fumigation Notice and (b) Fumigation Services Notice.

For Florida Residents:

• A treatment sticker will be placed on the electrical box by the service provider upon job completion.

CUSTOMER ACCEPTS AND AGREES TO THE TERMS, CONDITIONS, RESTRICTIONS, LIMITATIONS AND EXCLUSIONS ON PAGES 1-2 OF THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS IN SECTIONS 19 AND 20 OF THE TERMS AND CONDITIONS ON PAGE 2 OF THIS AGREEMENT. CUSTOMER AGREES THAT THE INSPECTION GRAPH AND THE WOOD DESTROYING ORGANISM APPLICATION RECORD PROVIDED TO CUSTOMER CONSTITUTES PART OF THIS AGREEMENT AND IS FULLY INCORPORATED BY REFERENCE.

Customer's Company: CITY HALL OF JURUPA VALLEY

Customer's Authorized Representative Name: (signature)

Date: ______________________

Terminix Representative Name: BROWN, DENNIS S. (Signature):

Date: ______________________

Terminix Branch Address: 649 S WATERMAN AVE, SAN BERNARDINO, CA 92408-2306

Terminix Branch Phone: 9098900981

Terminix Branch Charter No.: ______________________
TERMS AND CONDITIONS

1. CALIFORNIA-ONLY CONSUMER INFORMATION:

   (a) CALL BUS. & PROD. CODE 88515 REQUIREMENT. Terminix shall conduct a full inspection of the Structures for wood destroying pests and organisms and provide a written report to Customer within ten (10) business days of the date of the completion of the inspection of the Structures. The term of this Agreement shall be for one year from the date of the initial Service, or the date of the first Service rendered under this Agreement in accordance with Cal. Bus. & Prof. Code 88515.

   (b) NOTICE OF WORK COMPLETED AND NOT COMPLETED. Within ten (10) business days of the date of the completion of the initial fumigation service, Terminix will file with the California Structural Pest Control Board and furnish to Customer a copy of the written Notice of Work Completed and Not Completed in accordance with Cal. Bus. & Prof. Code 88518 and Title 16, Article 4, §19962.6 of the California Code of Regulations respectively.

2. GENERAL DESCRIPTION. By executing this Drywood Termite Plan (hereinafter the “Agreement”), Customer and Terminix agree that: (a) Terminix shall procure on Customer’s behalf all termite services and products as may be required, and (b) Customer shall pay Terminix the Fees stated on the face of this Agreement in exchange for the procurement of such Services.

3. INITIAL TERM; RENEWAL. The term of this Agreement shall commence on the Effective Date, as indicated on page 1 of this Agreement and shall continue for one year (the “Initial Term”), unless terminated as earlier set forth herein. The Customer may extend the Initial Term for additional one-year periods (each a “Renewal Term”) for so long as Customer owns the property described on the Inspection Plan by paying the Renewal TermFee set forth in this Agreement prior to the expiration of the Initial Term or any Renewal Term. The Renewal Term Fee shall remain fixed for the first Renewal Term. However, Terminix has the right to modify the Renewal Term Fee applicable to any Renewal Term following the first Renewal Term upon thirty (30) days’ written notice to Customer.

4. FEES. Customer shall pay the fees for the Initial Term and any prepaid Renewal Term as set in the written Agreement and may subsequently charged on a pro-rata basis by Terminix. Customer shall pay for any subsequent Renewal Term in the form of check, credit card, money order or any other payment form acceptable to Terminix.

5. INSPECTION PLAN. This Inspection Plan, prepared by Terminix and provided to Customer, sets forth the services to be performed during the Initial Term of the Initial Term Renewal Term, as applicable, of this Agreement and is as follows: (a) Perform the Services at the Structures identified above; (b) Provide additional Services at no additional charge to Purchaser, as deemed necessary by Terminix, to provide ongoing protection, control and/or elimination of Drywood Termite colonies; (c) Conduct a full inspection of the Structures annually and at any time upon the request of Purchaser for termite activity. This AGREEMENT DOES NOT COVER AND TERMINIX SHALL HAVE NO OBLIGATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, TO PROVIDE SERVICES OR MAKE GOOD OR REPAIR DAMAGE CAUSED BY THE NEGLIGENCE OF TERMINIX OR ITS REPRESENTATIVES, TO ANY AND ALL PARTIES, OR TO PERFORM ANY SERVICE OR ACT ANY SERVICE AT THE REQUEST OF ANY OTHER PERSON OR ENTITY, WITHOUT THE PRIOR WRITTEN CONSENT OF TERMINIX AND ITS AFFILIATES (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR ANY OTHER EXPRESSED OR IMPLIED REGARDING THE SERVICES PROVIDED OR ANY OTHER THIRD PARTY AND (B) DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR QUIET ENJOYMENT. ANY EXISTING OR ABOUNTS OF DAMAGES WHICH MAY RESULT FROM THE USE OF THE SERVICES OR ANY PART OF THIS AGREEMENT BY ANY PERSON OR ENTITY AS AN EXCEED THE FEES PAID BY CUSTOMER TO TERMINIX. In the event of any dispute or controversy arising out of or relating to the Services rendered to the Customer hereunder, both parties agree to arbitrate the dispute or controversy in accordance with the rules and regulations of the American Arbitration Association (“AAA”) and the laws of the State in which the dispute arises, without regard to the choice of laws provisions.

6. OBSERVATION TRANSFER. Upon transfer of ownership of the Structures, Services may be continued or transferred to the new owner. Customer may request a transfer of the Agreement by paying the transfer fee set forth on page 1 of this Agreement. In addition, Terminix reserves the right to revise the Renewal Term Fee upon transfer of ownership. Terminix reserves the right to deny transfer to the new owner in its sole discretion. In the event the new owner fails to request continuation of this Agreement or does not agree to pay the transfer fee of the revised Renewal Term Fee, this Agreement will terminate automatically as of the date of the change of ownership.

7. FORCE MAJEURE. Terminix shall not be liable to Customer for any failure to perform or delay in performance under this Agreement resulting from any cause beyond its reasonable control, including acts of God, strikes, lockouts, accidents, labor disputes, inability to obtain materials, and any cause arising from the negligence or misfeasance of any person, firm or corporation, or any public authority.

8. CHARGE FOR SERVICES. Customer also understands and agrees that a charge for services will be made for any time spent by any person or entity not a party to the agreement. Any claim that all or part of this Class Action Waiver is unenforceable, invalid or inapplicable shall not preclude any party from bringing and litigating any claim or cause of action arising out of or relating to the terms and conditions of this Agreement. The PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE ANY CLAIM OR CAUSE OF ACTION, IF THEY DESIRE TO DO SO. THE PARTIES UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED THROUGH ARBITRATION.

9. GOVERNMENTAL LAWS. Except for the Mandatory Arbitration Clause in Section 19 of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act and Federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the choice of laws provisions.

10. ENTIRE AGREEMENT. This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, written and oral. All communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties.

Summary of Charges

<table>
<thead>
<tr>
<th>Product</th>
<th>Renewals</th>
<th>Amount</th>
<th>Tax</th>
<th>Discount</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Term</td>
<td>Tent Defend System</td>
<td>$19980.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$19980.00</td>
</tr>
</tbody>
</table>

Grand Total: $19980

Product Merchandise Quantity

Purchaser Payments

By signing below, I, the cardholder, have authorized Terminix to process this one-time payment without further signature or authorization from me.

$  

Authorization

Purchaser Name: CITY HALL OF JURUPA VALLEY  
Purchaser (Signature): ______________________ Date: ____________

AUTOPAY: Purchaser authorizes Terminix to automatically debit Purchaser’s checking account or credit card, as indicated below, in an amount equal to any recurring service charges due to Terminix under this Agreement within five (5) days of the date such charge becomes due. This authorization will remain in effect until the fifth business day following Terminix’s receipt from Purchaser of a written notice to cancel such authorization. Purchaser understands that cancellation of this authorization does not cancel Purchaser’s obligations under this Agreement.

Authorization

Purchaser Name: CITY HALL OF JURUPA VALLEY  
Purchaser (Signature): ______________________ Date: ____________
Providing Exterminating Solutions Today, Inc. (P.E.S.T.)

CALIFORNIA CUSTOMER AGREEMENT FOR
STRUCTURAL FUMIGATION

-COMMERCIAL-

THIS AGREEMENT IS FOR P.E.S.T. OR A CONTRACTOR DESIGNATED BY P.E.S.T. TO PROVIDE FUMIGATION TREATMENT OF A STRUCTURE CURRENTLY UNDER CONTRACT WITH THE TERMINIX INTERNATIONAL COMPANY, L.P. (TERMINIX) TO CONTROL DRYWOOD TERMITES (KALOTERMES SPP., INCISITERMES SPP., CRYPTOTERMES SPP.) OR OTHER TARGET PESTS AS PER THE APPLICABLE PRODUCT LABEL. THE SERVICES BEING PERFORMED ARE BEING PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND WITH YOUR TERMINIX CONTRACT.

Customer

CITY HALL OF JURUPA VALLEY

Main Phone

9513326464

ALT Phone

Property Address

8930 LIMONITE AVE, RIVERSIDE, CA 92509-5019

Description of Structure(s) Covered

Email
dskrah@jurupavalley.org

THE FUMIGATION SERVICES IDENTIFIED HEREIN MAY BE PERFORMED BY P.E.S.T., OR MAY BE PERFORMED BY ANOTHER CONTRACTOR SELECTED BY P.E.S.T.

P.E.S.T. IS NOT RESPONSIBLE FOR WOOD DESTROYING ORGANISM DAMAGE OR DAMAGE RESULTING FROM FUMIGATION TREATMENT. CUSTOMER UNDERSTANDS THAT FUMIGATION OF THE STRUCTURE DOES NOT GUARANTEE THAT ALL TARGET PESTS WILL BE EXTERMINATED OR THAT ALL TARGET PESTS WILL NOT RETURN. CUSTOMER ACKNOWLEDGES THAT WOOD DESTROYING ORGANISM INFESTATION AND DAMAGE MAY BE PRESENT OR MAY OCCUR IN THE FUTURE AND IN EXCHANGE FOR THE SERVICES PROVIDED BY P.E.S.T. WAIVES ANY CLAIM OR LIABILITY AS TO P.E.S.T. FOR THE SAME. CUSTOMER ACKNOWLEDGES THAT THE PROCESS OF FUMIGATION MAY RESULT IN DAMAGE TO THE STRUCTURE AND/OR ITS CONTENTS, INCLUDING LANDSCAPING NEAR THE STRUCTURE AND HEREBY ASSUMES ALL RISK THEREOF AND WAIVES ANY CLAIM FOR THE SAME AS TO P.E.S.T. CUSTOMER ACKNOWLEDGES THAT IT IS POSSIBLE THAT ILLEGAL ENTRY BY THIRD PARTIES MAY OCCUR DURING THE PROCESS OF FUMIGATION AND THAT CUSTOMER ASSUMES THE RISK THEREOF AND ASSUMES RESPONSIBILITY FOR THE REMOVAL OR SAFEGUARDING OF THE STRUCTURE AND VALUABLES THEREIN. CUSTOMER ACKNOWLEDGES THAT P.E.S.T. DOES NOT PROVIDE SECURITY AGAINST ILLEGAL ENTRY BY THIRD PARTIES AND WAIVES ANY CLAIM AGAINST P.E.S.T. FOR DAMAGES AS A RESULT THEREOF.

CONSIDERATION FOR SERVICES PERFORMED BY P.E.S.T. AS DEFINED BY THIS AGREEMENT HAS BEEN SATISFIED BY TERMINIX AND CUSTOMER'S ACCEPTANCE OF SERVICES FROM P.E.S.T. THERE IS NO SEPARATE AMOUNT OWED BY CUSTOMER TO P.E.S.T. FOR THE SERVICES DEFINED BY THIS AGREEMENT. P.E.S.T. IS NOT RESPONSIBLE FOR COLLECTION OF ANY AMOUNT OWED TO TERMINIX BY CUSTOMER.

CUSTOMER WILL Cooperate WITH P.E.S.T. WITH RESPECT TO THE EXECUTION OF ANY ADDITIONAL NOTICES AND ALL PREPARATION AND SAFETY DIRECTIVES REASONABLY NECESSARY FOR P.E.S.T. TO SAFELY PERFORM THE SERVICES OUTLINED IN THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

A TREATMENT TAG WILL BE PLACED IN THE ATTIC, SUB-AREA, OR A CONSPICUOUS PLACE IF THE PROPERTY DOES NOT HAVE EITHER UPON JOB COMPLETION.

CUSTOMER ACCEPTS AND AGREES TO THE TERMS, CONDITIONS, RESTRICTIONS, LIMITATIONS AND EXCLUSIONS ON PAGES 1-2 OF THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS OF THE TERMS AND CONDITIONS ON PAGE 2 OF THIS AGREEMENT. Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer Rules, as applicable.

Customer or Representative (signature) ___________________________ Date ___________________________

Customer or Representative (Name and/or title) CITY HALL OF JURUPA VALLEY

Authorized Agent (signature) ___________________________

Authorized Agent (Name and Title) BROWN, DENNIS S. Terminix Sales Professional

Company License No. 8150

In the event you have any questions or complaints, you may contact a Terminix representative by calling 1-800-TELLTMX (1-800-835-5869).
1. **LIMITED SERVICES; NO COVERAGE FOR DAMAGES.** The sole obligation of PEST under this agreement is to provide the following Services: Treat the Structures as described on the Inspection Graph that has been prepared by Terminix and attached to your Terminix contract, and to re-fumigate the Structures for one year thereafter, if deemed necessary by TERMINIX. THIS AGREEMENT DOES NOT COVER AND PEST SHALL HAVE NO OBULATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, FOR ANY OTHER OBLIGATION.

2. **ACCESS TO PROPERTY.** Customer must allow PEST access to the Structures for any purpose contemplated by this Agreement including, but not limited to, re-inspections, whether the inspections were requested by the customer or considered necessary by PEST. Failure to allow PEST such access will terminate this Agreement without further notice.

3. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE PROHIBITED BY LAW, PEST DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE AND/OR LOSS OF ENJOYMENT DAMAGES. THE OBLIGATIONS OF PEST SPECIFICALLY STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER OBLIGATION OR RESPONSIBILITY, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF ANY DAMAGE CAUSED BY DRYWOOD TERMITES. THIS AGREEMENT DOES NOT GUARANTEE, AND PEST DOES NOT REPRESENT, THAT TERMITES WILL NOT RETURN FOLLOWING TREATMENT.

4. **FORCE MAJEURE.** PEST shall not be liable to custommer for any failure to perform or delay in the performance under this Agreement attributable in whole or in part to any cause beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God, fires, floods, earthquakes, strikes, unavailability of necessary materials or utilities, blackouts, government actions, war, civil disturbance, insurrection or sabotage.

5. **CHANGE IN LAW.** PEST performs its services in accordance with the requirements of law. In the event of a change in existing law as it pertains to the services herein, PEST reserves the right to revise or terminate this Agreement.

6. **SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

7. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto, shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1.800.778.7879. The arbitrator’s decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator’s award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement, including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled “Class Action Waiver.” Venue for arbitration hereunder shall lie in or near the location of the Structure identified in this Agreement.

8. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

9. **GOVERNING LAW.** Except for the Mandatory Arbitration Clause of this Agreement which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the dispute arises without regard to the conflict of laws provisions.

10. **ENTIRE AGREEMENT.** This Agreement, together with all exhibits thereto, constitutes the entire agreement between the parties, supersedes all proposals, oral or written, and all other communications between the parties relating to such subject matter, and no other representations or statements will be binding upon the parties. This Agreement may not be modified or amended in any way without the written consent of both parties.
Contract #: 76042-0816194950-5788
Inspection Date: 08/16/2019
Inspector: BROWN, DENNIS S.

BEING A TERMINIX CUSTOMER HAS ITS BENEFITS.

MANAGE YOUR ACCOUNT 24/7.
Manage your Terminix account around the clock on your computer, tablet or smartphone. Just sign up and Terminix.com/my-account.

- MOBILE-FRIENDLY ACCESS: Access your account from anywhere
- MANAGE UPCOMING APPOINTMENTS: View and schedule service visits
- UPDATE YOUR PROFILE: Update your payment and contact info
- SIMPLE PROTECTION PLAN RENEWALS: Maintain your plan without the hassle

HAPPY WITH YOUR SERVICE?
PASS THE WORD ALONG.
Want to earn a credit on your next service? Recommend Terminix to your friends and family. Ask your technician for more details.

MAKE PAYMENTS WORRY-FREE.
Save time and money with AutoPay. Payments are automatically charged to your preferred payment method when they’re due so there’s no need to worry about another bill.

FIND OUT WHAT PEOPLE ARE SAYING.
Find reviews and ratings by other customers, consumeraffairs.com/homeowners/terminix
City Of Jurupa Valley
8930 Limonite Ave.
Jurupa Valley, CA 92509

9-9-19
Thank you for the opportunity to provide the solution to your termite needs. Enclosed you will find the following items.

- Executive Summary
- Treatment Recommendations
- Pricing

We look forward to partnering with you.

Sincerely,

David Vo
Orkin Termite
Commercial Account Manager
714-728-5116
Executive Summary

Inspection Results
You have an active infestation of Drywood Termites in your commercial building. During our inspection, termite reproductive swarmers were seen on the floor and desk areas near the front entrance area of the building. Also, drywood termite infestation were seen to exterior siding panels, fascia boards, post, window trims to the front exterior of building, and posts of City Of Jurupa Valley sign.

Due to the age of the structure, building construction, and level of infestation, this building is in need of fumigation. It is impossible to locate all the termite colonies within the structure. Any localized spot treatment will be minimally effective and is more of a band aid rather than a solution to your problem. For localized treatments to be effective, you must locate all the termite colonies in order to treat the problem. Based on the factors discussed above, our primary recommendation is structural fumigation to achieve a 100% eradication.
**Inspection Map**

TM-DW = Drywood termite infestation area
Findings

Drywood termite reproductive swarmers seen on desk/table near front lobby area of building
Post and siding panels to front side of building

Siding panel and window trims to front side of building
Fascia board and siding trim to front side of building

City Of Jurupa Valley Sign Post
Primary Recommendation - Fumigation

Preparation

- All foliage must be cut back 12 inches from the foundation of the structure
- Anything that is ingested and or consumed inside the body will need to be removed or double bagged in specialized mylar fumigation bags in which we will provide. Examples: food, medicines, candy, etc
- People and pets need to be vacated from the structure
- All plants (anything alive) must be removed from the structure
- Orkin will need entry into the building during the fumigation process

Timeline of Work Performed:

- Day 1 - designated personnel will do a complete walk-thru of building to make sure building is vacated and properly prepped. Exterior work crew will place tarps around the structure. Each entrance door will have a secondary locking mechanism as a safety precaution. Fumigant (Vikane) is released into the building
- Day 2 - Initiate aeration process. Commercial fans and inlets force the fumigant out of the structure.
- Day 3 - Technicians will enter the structure with a Spectros Clearing Device and measure air quality levels inside each and every room within the structure. Once this has been completed the building will be certified for re-entry. Remove tarps and clean up job site. We anticipate being done with the job in the early afternoon.
Scheduling and Planning

Fumigating a structure is a 3 day process. The building will need to be closed 2 full days and the occupants can return day 3 around noon.

Follow-up Inspections
Follow-up inspections will be performed as necessary, with a minimum of one per year. We encourage you to call us with any termite concerns you may have. All necessary drywood termite re-treatments are performed at no cost to you.

The Orkin Difference
Regardless of which treatment solution you decide best fits your needs, you can trust Orkin.

- With over 100 years in the business, Orkin’s methodology, scope and comprehensiveness of treatment are the most effective available.
- Training magazine consistently ranks Orkin in its list of organizations that excel at human capital development - and we’re the only pest control service company ever to earn a spot on the list.
- Orkin Termite Specialists are simply the best trained in the pest control industry. As part of an award-winning training program, each specialist completes courses from Texas A&M University.
- We are fully insured and bonded
- All Orkin Employees receive drug screening and background checks before being hired as well as annual motor vehicle record checks
- Orkin uses state-of-the-art termite control technology to maintain the effectiveness of your treatments.

Protection Guarantees

Orkin fumigation comes with a 1 year warranty. We can provide an optional renewable service contract that can extend the warranty up to 5 year at $2,957 per year. Any treatment while under a service contract is covered by Orkin at no cost to you.
Drywood Termite Treatment

Fumigation Pricing - $24,640 (1 year warranty)

$33,511 (5 year warranty)
5th year warranty free, if purchased up front at time of fumigation

Value Added Services (included)

- Fumigate entire building and detached City of Jurupa Valley sign
- Conduct meeting with staff to discuss preparation, logistics, planning and expectations
- Make Arrangements with gas company to disconnect gas
- Entire building is under warranty for drywood termites.
  Any follow-up treatment while under warranty is covered by Orkin at no additional cost to you
- Yearly re-inspection of building is included
STAFF REPORT

DATE: SEPTEMBER 19, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ALAN KREIMEIER, INTERIM CITY MANAGER
BY: STEVE R. LORISO, P.E., CITY ENGINEER/DIRECTOR OF PUBLIC WORKS

SUBJECT: AGENDA ITEM NO. 14.I

APPROVAL OF PARCEL MAP 36997 LOCATED ON THE EAST SIDE OF FLEETWOOD DRIVE SOUTH OF VIA RICARDO (ROSS FAMILY TRUST)

RECOMMENDATION

It is recommended that the City Council:

1. Approve Parcel Map 36997.

2. Authorize the Mayor and City Clerk to sign Parcel Map 36997.

BACKGROUND

Tentative Parcel Map 36997 was conditionally approved by the Planning Commission at the regular meeting held on September 21, 2016. Staff has reviewed Parcel Map 36997 and finds that it is in substantial conformance with the approved Tentative Map. There are no public improvements proposed with Parcel Map 36997 and therefore agreements and bonds are not required.

ANALYSIS

Parcel Map 36997 provides for the future development of industrial buildings on a 1.96 acre site located on the east side of Fleetwood Drive south of Via Ricardo. The next step in the process is consideration of the parcel map.

The City Engineer has reviewed the parcel map (attached) and finds that it is in substantial conformance with the tentative map. The Engineering Department and Planning Department staff has reviewed the conditions of approval and have determined all conditions required for map recordation have been met.
The development does not require any public improvements. Staff recommends that the City Council approve Parcel Map 36997.

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:

Alan Kreimeier
Interim City Manager

Prepared by:

Tina M. York, PE
Development Services Manager

Reviewed by:

George A. Wertz
Deputy City Manager

Approved as to form by:

Peter M. Thorson
City Attorney

Reviewed by:

Connie Cardenas
Deputy Director of Administrative Services

Attachments:

1. Exhibit #1 Tract Map 36697
PARCEL MAP NO. 36997
IN THE CITY OF JURUPA VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA

NUMBER OF PARCELS: 2
TOTAL ACREAGE: 1.862 ACRES

TAX COLLECTOR'S CERTIFICATE
BY: ________________________, DEPUTY JON CHRISTENSEN, COUNTY TAX COLLECTOR
DATE ____________, 201_

TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $ ________.
STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS
THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID
I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE,
MY COMMISSION EXPIRES  __________________________.
MY COMMISSION NUMBER IS  ________________________.
SIGNATURE PRINT NAME
REQUIRED FOR IRRIGATION AND OTHER PURPOSES, AS RECORDED
HOLDERS OF AN EASEMENT FOR RIGHT OF WAY OVER ALL WATER DITCHES THAT MAY BE
THE RIVERSIDE LAND AND IRRIGATION COMPANY AND THE RIVERSIDE CANAL COMPANY,
THEIR INTERESTS CANNOT RIPEN INTO A FEE:
PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA,
BOOK 42, PAGE 295 OF DEEDS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE
IDENTITY OF THE individual who signed the document to which this certificate is attached, and not the truthfulness,
NOTARY ACKNOWLEDGEMENT
I, __________________________, a Notary Public in and for Said State, do hereby certify that
I, __________________________, a Notary Public in and for Said State, do hereby certify that
the person who executed the instrument to which this certificate is attached, executed the instrument
ON ________________, BEFORE ME, __________________________________________________,
COUNTY OF _________
STATE OF ___________.

ENGINEER'S STATEMENT
THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD
SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND
LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY
SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE
MAP, PARCEL NO. 36997 AS FILED, AMENDED AND APPROVED BY THE CITY PLANNING
COMMISSION ON SEPTEMBER 21, 2016, THE EXPIRATION DATED BEING SEPTEMBER 21, 2019,
AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.
DATE: ___________________, 201_

CITY COUNCIL STATEMENT
THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS CITY
COUNCIL, HEREBY APPROVES THE PARCEL MAP NO. 36997.
DATE: ___________________, 201_
ATTEST: ________________________
CITY CLERK

OWNER'S STATEMENT
WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR
INTEREST IN THE LAND INCLUDED WITHIN THE SUBDIVISION AS SHOWN ON THE ANNEXED
MAP, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR
TITLE TO SAID LAND, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS
SUBDIVISION MAP AS SHOWN WITHIN THE DEFINITIVE BORDER LINE.
GLENN ROSS AND JOSIE ROSS, TRUSTEES OF THE ROSS FAMILY TRUST, DATED MAY 25, 2011
GLENN ROSS, TRUSTEE    JOSIE ROSS, TRUSTEE

TAX BOND CERTIFICATE
I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ ________ HAS BEEN EXECUTED AND FILED
WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED
UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL
SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP
WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET
PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.
CASH OR SURITY TAX BOND
JON CHRISTENSEN, COUNTY TAX COLLECTOR
COUNTY TAX COLLECTOR
BY: _______________________________, DEPUTY
DATED: ___________________, 201_
STAFF REPORT

DATE: SEPTEMBER 19, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ALAN KREIMEIR, INTERIM CITY MANAGER
BY: STEVE R. LORISO, P.E., CITY ENGINEER/ DIRECTOR OF PUBLIC WORKS

SUBJECT: AGENDA ITEM NO. 14.J

ADOPTION OF RESOLUTIONS REGARDING THE ANNEXATION OF ZONE O (TR32723) TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED (“CITY OF JURUPA VALLEY L&LMD 89-1-C”), SOUTH OF AVLIS LANE AND VIAGGIO CIRCLE

RECOMMENDATION

1. That the City Council adopt Resolution No. 2019-76, entitled:


2. That the City Council adopt Resolution No. 2019-77, entitled:

3. That the City Council adopt Resolution No. 2019-78, 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 50 locations throughout the City of Jurupa Valley. The District contains 32 landscaping assessment zones and 17 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 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 parcels owner(s), FO Construction, Inc., requested annexation of the parcel(s) 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 O. The territory proposed to be annexed includes 10 parcels identified as APNs 183-310-034, 183-310-035, 183-310-036, 183-310-037, 183-310-038, 183-310-039, 183-310-040, 183-310-041, 183-310-042 & 183-310-043 generally located south of Avlis Lane and Viaggio Circle. 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. 2019-76, 2019-77, and 2019-78 will allow the City of Jurupa Valley to collect funds to maintain Zone O of this Landscape and Lighting Maintenance District.

The proposed annexation will have an initial Maximum Assessment in the amount of $272.80 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 November 21, 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 O, 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 O. The City’s cost to administer Zone O 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.

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

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

Reviewed by:

[Signature]
Connie Cardenas
Deputy Director of Administrative Services

Approved as to form:

[Signature]
Peter Thorson
City Attorney

Attachments:

1) Resolution No. 2019-76
2) Resolution No. 2019-77
3) Resolution No. 2019-78
4) Engineer's Report

Reviewed by:

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

Reviewed by:

[Signature]
George A. Wentz
Deputy City Manager

Submitted by:

[Signature]
Alan Kreimeier
Interim City Manager
RESOLUTION NO. 2019-76


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 10 parcels identified as Assessor Parcel Numbers (APNs)183-310-034, 183-310-035, 183-310-036, 183-310-037, 183-310-038, 183-310-039, 183-310-040, 183-310-041, 183-310-042 & 183-310-043 located south of Avlis Lane and Viaggio Circle. 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; the operation and maintenance cost of streetlights; 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 19th day of September, 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. 2019-76 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on September 19, 2019 by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, on this 19th day of September, 2019.

________________________________
Victoria Wasko, City Clerk
City of Jurupa Valley

-3-
RESOLUTION NO. 2019-77


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 O 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 O, “TR32723" (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 19th day of September, 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. 2019-77 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on September 19, 2019 by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, on this 19th day of September, 2019.

________________________________
Victoria Wasko, City Clerk
City of Jurupa Valley
RESOLUTION NO. 2019-78


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 O, 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 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 10 parcels identified as Assessor Parcel Numbers (APNs) 183-310-034, 183-310-035, 183-310-036, 183-310-037, 183-310-038, 183-310-039, 183-310-040, 183-310-041, 183-310-042 & 183-310-043 located at the south of Avlis Lane at Viaggio Circle. 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; the operation and maintenance cost of streetlights; 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 O TR32723 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 21ST DAY OF NOVEMBER, 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 19th day of September, 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. 2019-78 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on September 19, 2019 by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, on this 19th day of September, 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 O
TR 32723

September 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

DEFINITIONS ............................................................................................................................... 4

PART I – BOUNDARIES OF THE DISTRICT ................................................................................. 6

LOCATION OF THE ASSESSMENT ZONE .................................................................................. 6

PART II – PLANS AND SPECIFICATIONS FOR CITY OF JURUPA VALLEY L&LMD NO. 89-1-C ZONE O ............................................................................................................ 7

LANDSCAPING IMPROVEMENTS ............................................................................................... 7

STREET LIGHTING IMPROVEMENTS ......................................................................................... 8

PART III – FINANCIAL ANALYSIS ............................................................................................. 9

INTRODUCTION .......................................................................................................................... 9

MAXIMUM ASSESSMENT METHODOLOGY ............................................................................. 9

COST ESTIMATE .......................................................................................................................... 10

PART IV – ASSESSMENT DIAGRAM .......................................................................................... 13

PART V – ASSESSMENT ROLLS ................................................................................................. 13
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 a portion of Jurupa Estates to City of Jurupa Valley L&LMD No. 89-1-C as Zone O and establishes the Maximum Assessment to be levied in the Fiscal Year commencing July 1, 2020 to June 30, 2021 (2020-2021) 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 O

TR 32723

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 O 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.

September 19, 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 19th day of September, 2019 the City Council, City of Jurupa Valley, State of California, ordering the preparation of the Report providing for the annexation of TR 32723 to L&LMD No. 89-1-C as Zone O did, 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-XX for a special assessment district Zone O known and designated as:

ZONE O
TR 32723

The annexation of Zone O includes a portion of the parcels of land within the residential subdivision known as TR 32723, also identified by the Assessor Parcel Number(s) valid as of the date of this Report: September 19th, 2018. 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 O and the establishment of the Maximum Assessment to be levied and collected commencing Fiscal Year 2020-2021 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 – 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 O shall consist of a benefit zone encompassing a portion of the properties within the residential development known as Tract 32723. The proposed improvements described in this Report are based on current development and improvement plans provided as of the date of this Report.

Zone O is generally located south of Avlis Lane and Viaggio Circle, in the City of Jurupa Valley, in the County of Riverside, State of California. It includes parkway area fronting the residential development on Avlis Ln. and Viaggio Cir., and parkway on Monse Cir. At the time of this assessment, the assessment zone consists of 10 assessable lots designated as proposed single family residence lots and zero non-assessable lots. Zone O consists of all lots/units, parcels, and subdivisions of land located in the following development area:

PART II – PLANS AND SPECIFICATIONS FOR CITY OF JURUPA VALLEY
L&LMD NO. 89-1-C ZONE O

The services to be funded by City of Jurupa Valley L&LMD No. 89-1-C Zone O include the landscape and streetlight maintenance within the residential subdivision designated as Tract 32723. The proposed improvements, the associated costs, and assessments have been carefully reviewed, identified, and allocated 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 O. The assessments and method of apportionment is based on the premise that the assessments will be used to construct and install landscape and 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.

LANDSCAPING IMPROVEMENTS
The assessment will provide for landscaping servicing and maintenance on public right-of-way and as approved by the City during the tentative tract map (TTM32723) approval. The following apply:

1. Servicing: the furnishing of water for the irrigation of the parkway landscaping within the tract and identified on L&LMD Landscape Plans for Zone O.
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 along the parkway and as identified on the approved L&LMD Landscape Plans for Zone O.
3. This assessment does not include servicing nor maintenance of any (if any) ground cover landscaping on parkway in front of or adjacent to private properties; excepting tree trimming of trees identified on the approved L&LMD Landscape Plans for Zone O.

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 tract as shown in the Street Lighting Improvement Plans prepared for this development (IP16-001) TR 32723 development and approved by the City Engineer.

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.

There is three (3) streetlights considered for this assessment that are requirements for the development of the new community.
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 O 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 landscaping and streetlight 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 the benefiting properties consist of a uniform land use (residential), it is determined that each of the residential parcels within the Zone benefit equally form the improvements. Therefore, 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 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 O costs and assessments.

The Maximum Assessment formula shall be applied to all assessable parcels of land within the Zone. For Zone O, the initial Maximum Assessment(s) for Fiscal Year 2020-2021 are as follows:

1. The initial Total Maximum Assessment established within Zone O (TR 32723) shall be $2,728.04.
2. The initial Maximum Assessment per assessable parcel/lot/unit established within Zone O (TR 32723) is anticipated to be $272.80.
The initial Maximum Assessment is subject to an annual inflator starting in Fiscal Year 2021-2022. 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.

The Maximum Assessment is adjusted annually and is calculated independent of Zone O’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 O assessments may remain virtually unchanged. The Maximum Assessment adjustment is designed to establish reasonable limits on Zone O 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 O. If the proposed assessment is not approved, the City may not levy an assessment greater than the adjusted Maximum Assessment previously established for Zone O.

**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 landscape and water quality improvements contained within this report are located directly in front of the assessed zone 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 proposed lighting improvements contained within this report are located directly in front of the assessed zone and the construction and installation of the improvements were necessary for the development of properties within the Zone.

The public benefit of the local improvement and installation of the streetlights is incidental and there is no measurable general benefit to properties outside the Zone or to the public at large.
The Assessment for each assessable parcel within Zone O 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 O 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 plus the Total Annual Streetlight Costs as seen in the following summary table:
CITY OF JURUPA VALLEY L&LMD NO. 89-1-C ZONE O
TR 32723
FY 2020-2021

Total Assessable Parcels/Lots: 10

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Total Cost for Zone O</th>
<th>Cost per Parcel/Lot for Zone O</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Street Lighting:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Energy Charge of $112.38 per street light for 3 Street Lights – 39 Watt LED :</td>
<td>$337.14</td>
<td>$33.71</td>
</tr>
<tr>
<td>Administration :</td>
<td>$28.66</td>
<td>$2.87</td>
</tr>
<tr>
<td>Operating Reserve :</td>
<td>$33.71</td>
<td>$3.37</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL STREET LIGHTING ASSESSMENT:</strong></td>
<td>$399.51</td>
<td>$39.95</td>
</tr>
</tbody>
</table>

| **Landscaping:**                                      |                       |                                 |
| Annual Landscaping Maintenance :                     | $1,440.00             | $144.00                         |
| Tree Trimming :                                      | $225.00               | $22.50                          |
| Calsense Single:                                      | $250.00               | $25.00                          |
| Backflow Certificate :                               | $50.00                | $5.00                           |
| Total Landscaping Maintenance Costs :                | $1,965.00             | $196.50                         |
| Administration :                                      | $167.03               | $16.70                          |
| Operating Reserve :                                   | $196.50               | $19.65                          |
| **TOTAL ANNUAL LANDSCAPING COSTS:**                  | $2,328.53             | $232.85                         |

**TOTAL ANNUAL STREET LIGHTING AND LANDSCAPING ASSESSMENT:** $2,728.04 $272.80

**INITIAL MAXIMUM ASSESSMENT PER ASSESSABLE LOT/UNIT OR PARCEL:** $272.80

Notes:
Water cost included in landscape rate.
PART IV – ASSESSMENT DIAGRAM
(See next page)
PART V – ASSESSMENT ROLLS

Parcel identification for each lot/unit or parcel within Zone O 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 O includes the following Assessor’s Parcel Numbers (APNs) as of the date of this Report: 183-310-034, 183-310-035, 183-310-036, 183-310-037, 183-310-038, 183-310-039, 183-310-040, 183-310-041, 183-310-042, 183-310-043.

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 O are as follows:

<table>
<thead>
<tr>
<th>Parcel Number</th>
<th>Lot</th>
<th>Maximum Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>TR 32723</td>
<td>Lot 1</td>
<td>$272.80</td>
</tr>
<tr>
<td>TR 32723</td>
<td>Lot 2</td>
<td>$272.80</td>
</tr>
<tr>
<td>TR 32723</td>
<td>Lot 3</td>
<td>$272.80</td>
</tr>
<tr>
<td>TR 32723</td>
<td>Lot 4</td>
<td>$272.80</td>
</tr>
<tr>
<td>TR 32723</td>
<td>Lot 5</td>
<td>$272.80</td>
</tr>
<tr>
<td>TR 32723</td>
<td>Lot 6</td>
<td>$272.80</td>
</tr>
<tr>
<td>TR 32723</td>
<td>Lot 7</td>
<td>$272.80</td>
</tr>
<tr>
<td>TR 32723</td>
<td>Lot 8</td>
<td>$272.80</td>
</tr>
<tr>
<td>TR 32723</td>
<td>Lot 9</td>
<td>$272.80</td>
</tr>
<tr>
<td>TR 32723</td>
<td>Lot 10</td>
<td>$272.80</td>
</tr>
</tbody>
</table>
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.
DATE: SEPTEMBER 19, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ALAN KREIMEIER, INTERIM CITY MANAGER

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

SUBJECT: AGENDA ITEM NO. 14.K

ADOPTION OF RESOLUTIONS REGARDING THE ANNEXATION OF ZONE 2-E (RUBIDOUX COMMERCIAL) 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, NORTH OF 20TH STREET AT CATERPILLAR COURT

RECOMMENDATION

1. That the City Council adopt Resolution No. 2019-79, entitled:


2. That the City Council adopt Resolution No. 2019-80, entitled:

3. That the City Council adopt Resolution No. 2019-81, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-C CONSOLIDATED AS ZONE 2-E AND TO LEVY AND COLLECT ASSESSMENTS WITHIN SUCH TERRITORY FOR FISCAL YEAR 2020-2021 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION AND APPOINTING A TIME AND PLACE FOR HEARING PROTESTS

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 50 locations throughout the City of Jurupa Valley. The District contains 32 landscaping assessment zones and 17 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 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, Rubidoux Commercial Development, Inc., 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 streetlight improvements within the annexation known as Zone 2-E. The territory proposed to be annexed will include 7 assessable parcels located at within the proposed commercial development (PM 22503). The annexation was formed in order to provide for the operation costs associated with streetlights installed benefiting this zone. The benefits associated with streetlight improvements include:

- Enhanced deterrence of crime such as vandalism and other criminal activities which would reduce damage to improvement or property.
- Improved visibility to assist police in the protection of property.
- Improved visibility for egress and ingress to the property.

ANALYSIS

Adoption of Resolution Nos. 2019-79, 2019-80, and 2019-81 will initiate the process for the City of Jurupa Valley to levy and collect assessments to maintain Zone 2-E of the City of Jurupa Valley L&LMD 89-1-C.
The proposed annexation will have an initial Maximum Assessment in the amount of $831.28 for Zone 2-E, $184.92 per assessable parcel. The Maximum Assessment will 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.

The attached resolutions declare the City’s intention to annex territory to the District and call a public hearing scheduled for 7:00 p.m. on November 21, 2019 to receive testimony for and against the proposed assessments and to provide for a majority protest proceeding.

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 2-E, 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-E. The City’s cost to administer Zone 2-E 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 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.

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

Carolina Fernandez, E.I.T.
Assistant Engineer

Reviewed by:

Connie Cardenas
Deputy Director of Administrative Services
Approved as to form:

Peter Thorson
City Attorney

Attachments:

1) Resolution No. 2019-79
2) Resolution No. 2019-80
3) Resolution No. 2019-81
4) Engineer's Report

Reviewed by:

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

Reviewed by:

George A. Wentz
Deputy City Manager

Submitted by:

Alan Kreimeier
Interim City Manager
RESOLUTION NO. 2019-79


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 8 parcels located at north of 20th St. at Caterpillar Court. 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 operating energy cost and maintenance of streetlights.

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 19th day of September, 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. 2019-79 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on September 19, 2019 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, on this 19th day of September, 2019.

__________________________
Victoria Wasko, City Clerk  
City of Jurupa Valley
RESOLUTION NO. 2019-80


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 Landscape and Lighting Maintenance District No. 89-1-Consolidated as Zone 2-E and the levy and collection of assessments against lots and parcels of land within City of Jurupa Valley Landscape and Lighting Maintenance 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, Volume 2, Zone 2-E, Rubidoux Commercial" (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 19th day of September, 2019.

__________________________________
Brian Berkson
Mayor
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. 2019-80 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on September 19, 2019 by the following vote, to wit:

AYES: 

NOES: 

ABSENT: 

ABSTAIN: 

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, on this 19th day of September, 2019.

________________________________
Victoria Wasko, City Clerk
City of Jurupa Valley
RESOLUTION NO. 2019-81


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 2-E, 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 8 parcels. Said parcels located north of 20th Street at Caterpillar Court, more specifically described as Assessor’s Parcel Numbers: 175-160-027, 175-160-028, 175-160-038, 175-160-042, 175-160-044, 175-160-
045, 175-160-046, and 175-160-047. 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 operating energy cost and maintenance of streetlights.

**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, Volume 2, Zone 2-E, Rubidoux Commercial” 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 ON OR AFTER THURSDAY, THE 21st DAY OF NOVEMBER, 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 19th day of September, 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. 2019-81 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on September 19, 2019 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, on this 19th day of September, 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-E ...................................................................................................................... 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 ................................................................................................ 12
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 the Rubidoux Commercial development to City of Jurupa Valley L&LMD No. 89-1-C as Zone 2-E and establishes the Maximum Assessment to be levied in the Fiscal Year commencing July 1, 2020 to June 30, 2021 (2020-2021) 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 2-E**

**Rubidoux Commercial**

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-E 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.

September 19, 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 19th day of September, 2019 the City Council, City of Jurupa Valley, State of California, ordering the preparation of the Report providing for the annexation of The Rubidoux Commercial development to L&LMD No. 89-1-C Volume 2 as Zone 2-E, 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 2-E
Rubidoux Commercial

As of the date of this Report, September 19th, 2019, the annexation of Zone 2-E includes annexation of that portion of land identified by the Assessor Parcel Numbers 175-160-027, 175-160-028, 175-160-038, 175-160-042, 175-160-044, 175-160-045, 175-160-046, and 175-160-047. 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-E and the establishment of the Maximum Assessment, based on Proposition 218 and the Act of 1972, to be levied and collected commencing Fiscal Year 2020-2021 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-E shall consist of a benefit zone encompassing the properties within the industrial/commercial development located north of 20th Street on Caterpillar Court. The proposed improvements described in this Report are based on current development and improvement plans provided as of the date of this Report; streetlight plans prepared by Bonadiman & Associates, Inc.

Zone 2-E encompasses the properties located within Parcel Map 22503, in the City of Jurupa Valley, in the County of Riverside, State of California. It includes 7 parcels, identified as the Rubidoux Commercial Development.

Zone 2-E 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-E

The services to be funded by City of Jurupa Valley L&LMD No. 89-1-C Zone 2-E include the operating energy cost and maintenance of the streetlights (9) required for the commercial development designated as Rubidoux Commercial Development; four streetlights are located on 20th Street along the frontage of the development and five streetlights are located on Caterpillar Ct. The proposed improvements, the associated costs, and assessments have been carefully reviewed, identified, and allocated based on special benefit. Zone 2-E 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-E. 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 industrial development, as shown in the Street Lighting Improvement Plan by Bonadiman & Associates, Inc. prepared for this development.

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-E 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 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, it is determined that each of the 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-E costs and assessments.

The Maximum Assessment formula shall be applied to all assessable parcels of land within the Zone. For Zone 2-E, the initial Maximum Assessment(s) for Fiscal Year 2020-2021 are as follows:

1. The initial Total Maximum Assessment established within Zone 2-E (Rubidoux Commercial) shall be $1,294.44.
2. The initial Maximum Assessment per assessable parcel/lot/unit established within Zone 2-E, composed of 8 assessable lots, is anticipated to be $161.81.

In compliance with California Constitution Article XIIIID (Proposition 218), the assessment established for Zone 2-E 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-E’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-E assessments may remain virtually unchanged. The Maximum Assessment adjustment is designed to establish reasonable limits on Zone 2-E 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-E. 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-E.

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 boundary zone 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-E 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-E to determine the Annual Assessment per assessable parcel.
Annual Balance to Levy – Ad Valorem Reduction
\[ \frac{\text{Total number of assessable parcels}}{\text{Annual Balance to Levy – Ad Valorem Reduction}} = \text{Annual Assessment per assessable parcel} \]

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-E
Rubidoux Commercial
FY 2020-2021

Total Assessable Parcels/Lots: 8

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Total Cost for Zone 2-E</th>
<th>Cost per Parcel/Lot for Zone 2-E</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Street Lighting:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Energy Charge of $121.37 per street light for 9</td>
<td>$1,092.36</td>
<td>$136.55</td>
</tr>
<tr>
<td>Street Lights – 85 Watt LED:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administration :</td>
<td>$92.85</td>
<td>$11.60</td>
</tr>
<tr>
<td>Operating Reserve :</td>
<td>$109.24</td>
<td>$13.66</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL STREET LIGHTING COSTS :</strong></td>
<td>$1,294.44</td>
<td>$161.81</td>
</tr>
</tbody>
</table>

| AD VALOREM REDUCTION                         | $0                      | $0                               |

**INITIAL MAXIMUM ASSESSMENT PER ASSESSABLE LOT/UNIT OR PARCEL OF ZONE 2-E :** $161.81
PART IV – ASSESSMENT DIAGRAM
(See next page)
PART V – ASSESSMENT ROLLS

Parcel identification for each lot/unit or parcel within Zone 2-E 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-E includes the following Assessor’s Parcel Numbers (APNs) as of the date of this Report: 175-160-027, 175-160-028, 175-160-038, 175-160-042, 175-160-044, 175-160-045, 175-160-046, and 175-160-047.

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-E are as follows:

<table>
<thead>
<tr>
<th>Parcel/ Lot No.</th>
<th>Maximum Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>175-160-027</td>
<td>$161.81</td>
</tr>
<tr>
<td>175-160-028</td>
<td>$161.81</td>
</tr>
<tr>
<td>175-160-038</td>
<td>$161.81</td>
</tr>
<tr>
<td>175-160-042</td>
<td>$161.81</td>
</tr>
<tr>
<td>175-160-044</td>
<td>$161.81</td>
</tr>
<tr>
<td>175-160-045</td>
<td>$161.81</td>
</tr>
<tr>
<td>175-160-046</td>
<td>$161.81</td>
</tr>
<tr>
<td>175-160-047</td>
<td>$161.81</td>
</tr>
</tbody>
</table>
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.

### ASSESSOR’S PARCEL NUMBER AS OF DATE OF ENGINEER’S REPORT

<table>
<thead>
<tr>
<th>Parcel Number</th>
<th>Parcel Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>175-160-027</td>
<td>175-160-044</td>
</tr>
<tr>
<td>175-160-028</td>
<td>175-160-045</td>
</tr>
<tr>
<td>175-160-038</td>
<td>175-160-046</td>
</tr>
<tr>
<td>175-160-042</td>
<td>175-160-047</td>
</tr>
</tbody>
</table>

![Subzone Boundary]

![Project Site]

![VICINITY MAP]
STAFF REPORT

DATE: SEPTEMBER 19, 2019
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ALAN KREIMEIER, INTERIM CITY MANAGER
BY: STEVE R. LORISO, P.E., CITY ENGINEER/DIRECTOR OF PUBLIC WORKS

SUBJECT: AGENDA ITEM NO. 14.L

AGREEMENT FOR TRAFFIC STRIPING MAINTENANCE SERVICES
WITH CHRISP COMPANY

RECOMMENDATION

1) That the City Council approve and authorize the Mayor to enter into a Professional Maintenance Agreement for Traffic Striping Maintenance Services between the City of Jurupa Valley and Chrisp Company for a two-year term, with three one-year extension periods at the option of the City; and

2) Authorize total expenditures in an amount not-to-exceed $150,000 per FY from Gas Tax proceeds for FY 2019/2020 & FY 2020/2021.

BACKGROUND

Maintaining traffic striping is a key component in providing safe and efficient movement of vehicles, bicyclists and pedestrians. Along with the aging streets, sometimes confusing traffic striping needs to be maintained and enhanced. When existing streets are resurfaced, traffic striping is typically brought into compliance with updated requirements. However, in order to maintain safety, the traffic striping often requires regular maintenance.

In the past, the City has contracted with a traffic striping company that was retained through an existing agreement with the County of Riverside. As the City moves forward, retaining a company to perform the services specific to the City’s needs is an important function.

ANALYSIS

The Engineering Department advertised a Request for Proposals in July 2019 in order to select a traffic striping maintenance company to provide the necessary traffic striping services throughout the City. Three proposals were received from the following firms:
<table>
<thead>
<tr>
<th>FIRM</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safe USA, Inc.</td>
<td>Ontario, CA</td>
</tr>
<tr>
<td>Superior Pavement Markings, Inc.</td>
<td>Beaumont, CA</td>
</tr>
<tr>
<td>Chrisp Company</td>
<td>Bloomington, CA</td>
</tr>
</tbody>
</table>

All proposals were reviewed by members of the City’s public works staff in accordance with the selection process identified in the RFP. It was determined that Chrisp Company was the most qualified firm to provide these services.

**FINANCIAL IMPACT**

The traffic striping maintenance services will be funded through Gas Tax proceeds (Account No. 200.2000.54151) for FY 2019/2020 & FY 2020/2021 and no funds are anticipated to be necessary from the General Fund.

**ALTERNATIVES**

1) Do not approve the Agreement for Traffic Striping Maintenance Services with Chrisp Company.
2) Provide alternative direction to staff.

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

Taylor Holt
Assistant Engineer

Reviewed by:

George A. Wentz
Deputy City Manager

Approved as to form:

Peter Thorson
City Attorney

Reviewed by:

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

Submitted by:

Alan Kreimeier
Interim City Manager

Attachments:

A. Agreement with Chrisp Company
CITY OF JURUPA VALLEY AGREEMENT FOR
TRAFFIC STRIPING MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into as of September 19, 2019, by and between the City of Jurupa Valley ("City"), and Chrisp Company, a [nature of legal entity] ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on September 19, 2019, and shall remain and continue in effect until June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SCOPE OF WORK.** Contractor shall perform the traffic striping work as described in the Scope of Work, attached hereto and incorporated herein as Exhibit A. ("Work") and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the Work. The Work shall be completed within the time set forth in the Scope of Work. Contractor shall not commence the Work until such time as directed in writing by the City. This Agreement is not exclusive the City retains the right to hire other contractors to perform similar work.

3. **COST OF WORK.** For the Work described in Section 2 of this Agreement Contractor shall be paid on the basis of the work performed in accordance with the Schedule of Payments attached hereto and incorporated herein as Exhibit B. The payment for work performed under this Agreement shall not exceed a maximum of one-hundred-fifty thousand dollars ($150,000.00) per Fiscal Year and seven-hundred-fifty thousand dollars ($750,000.00) total, payable in accordance with the Schedule of Payments. Any terms other than a description of the work to be performed, costs of the work, or the payment schedule contained in Exhibits A or B is null and void and not a part of this Agreement.

4. **ANNUAL ADJUSTMENT.** During the term of this Agreement, Contractor is entitled to an annual rate adjustment based on changes in the Consumer Price Index ("CPI"). All Annual Adjustments will be made effective July 1st of each year during the term of the agreement. The measurement methodology for the CPI percent change will be the percentage difference between the annual CPI for All Urban Consumers, for the Riverside-San Bernardino-Ontario area, All Items, Base Period December 2017 = 100, as published by the United States Department of Labor, Bureau of Labor Statistics, for the January to December period immediately preceding the effective date of the adjustment.

5. **PERFORMANCE.** Contractor shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement and best management practices for the work to be performed.
6. **CITY APPROVAL.** All labor, materials, tools, equipment, and services shall be furnished and work performed and completed subject to the approval of City or its authorized representatives, and the quality of the workmanship shall be guaranteed for one year from date of acceptance.

7. **PREVAILING WAGES.**

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

   B. Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to [http://www.dir.ca.gov/Public-Works/PublicWorks.html](http://www.dir.ca.gov/Public-Works/PublicWorks.html).

8. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.**

   A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

   B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination,
provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 3.

9. **DEFAULT OF CONTRACTOR.**

   A. The Contractor’s failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor’s control, and without fault or negligence of the Contractor, it shall not be considered a default.

   B. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. **INDEMNIFICATION.** The Contractor agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor’s negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the sole negligence of the City.

11. **LIABILITY INSURANCE.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

   A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

   1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

   2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

   3) Worker’s Compensation insurance as required by the State of California and Employer’s Liability Insurance.
B. **Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

1) General Liability: two million dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One million dollars ($1,000,000) per accident for bodily injury and property damage.

3) Employer’s Liability: One million dollars ($1,000,000) per accident for bodily injury or disease.

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions shall not exceed $25,000 unless otherwise approved in writing by the City Manager in his sole discretion.

D. **Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the City.

E. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-:VII, unless otherwise acceptable to the City.

F. **Verification of Coverage.** Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City’s forms, the Contractor’s insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

G. Contractor, by executing this Agreement, hereby certifies:

“I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workman’s Compensation or undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

12. **PERFORMANCE AND LABOR AND MATERIAL BONDS.** Within ten (10) business days from the City Council’s approval of this agreement, Contractor shall provide the City with a Labor and Materials Bond to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor or materials for the work pursuant to this Agreement in the amount of __________________________ dollars ($_______.00). The bond shall be in substantially the form attached hereto as Exhibit C, incorporated herein by this reference, and approved by the City Attorney. The surety shall be a surety admitted in the State of California and approved by the City.

13. **TIME OF THE ESSENCE.** Time is of the essence in this Contract.

14. **INDEPENDENT CONTRACTOR.**

A. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor’s exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor’s officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.
B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

15. **LEGAL RESPONSIBILITIES.** The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

16. **CONTRACTOR’S INDEPENDENT INVESTIGATION.** No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by City for purposes of letting this Contract out to proposal will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of this Contract. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

17. **CONTRACTOR’S AFFIDAVIT.** After the completion of the Work contemplated by this Contract, Contractor shall file with the City Manager his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the Work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

18. **BOOKS AND RECORDS.** Contractor’s books, records, and plans or such part thereof as may be engaged in the performance of this Contract, shall at all reasonable times be subject to inspection and audit by any authorized representative of the City.

19. **UTILITY LOCATION.** City acknowledges its responsibilities with respect to locating utility facilities pursuant to California Government Code Section 4215.

20. **REGIONAL NOTIFICATION CENTERS.** Contractor agrees to contact the appropriate regional notification center in accordance with Government Code Section 4215.

21. **INSPECTION.** The Work shall be subject to inspection and testing by City and its authorized representatives during manufacture and construction and all other times and places, including without limitation, the plans of Contractor and any of its suppliers. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of inspectors. All inspections and tests shall be performed in such manner as to not unduly delay the Work. The Work shall be subject to final inspection and acceptance notwithstanding any payments or
other prior inspections. Such final inspection shall be made within a reasonable time after completion of the Work.

22. **DISCRIMINATION.** Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

23. **WRITTEN NOTICE.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To City:  
City of Jurupa Valley  
8930 Limonite Ave.  
Jurupa Valley, California 92509  
Attention: City Manager

To Contractor:  
Chrisp Company  
2280 South Lilac Ave.  
Bloomington, CA 92316-2904  
Attention:  

24. **ASSIGNMENT.** The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

25. **LICENSES.** At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

26. **GOVERNING LAW.** The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal court with jurisdiction over the City of Jurupa Valley.

27. **PROHIBITED INTERESTS.** No officer or employee of the City of Jurupa Valley who participates in the development or approval of this Agreement or who administers it shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor’s sub-contractors for this project, during his or her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Jurupa Valley has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Contractor or Contractor’s subcontractors for this work. Contractor further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.
28. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party’s own independent investigation of any and all facts such party deems material.

29. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF JURUPA VALLEY

Brian Berkson  
Mayor

ATTEST:

Victoria Wasko, CMC  
City Clerk

APPROVED AS TO FORM

Peter M. Thorson  
City Attorney

CONTRACTOR

By: ____________________________  
Name: ____________________________  
Title: ____________________________

By: ____________________________  
Name: ____________________________  
Title: ____________________________

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

SCOPE OF WORK

(RFP and Proposal)
Request for Proposals

TRAFFIC STRIPING
MAINTENANCE SERVICES

JULY 2019

Submittal Deadline: Thursday August 15, 2019
TABLE OF CONTENTS

Invitation for Proposals .............................................................................................................. 1
Scope of Work/Specifications ...................................................................................................... 3
General Terms and Conditions ................................................................................................. 7
Proposal Schedule ...................................................................................................................... 8
Signature Page .......................................................................................................................... 13
Non-Collusion Affidavit ............................................................................................................ 14
List of References ..................................................................................................................... 15
Subcontractor Information ......................................................................................................... 16

Appendix

Appendix A – Special Provisions

Part 1 – General Provisions........................................................................................................ G-1

Part 2 – Technical Provisions .................................................................................................... T-1

Appendix B – Draft Agreement
CITY OF JURUPA VALLEY

REQUEST FOR PROPOSAL

TRAFFIC STRIPING MAINTENANCE SERVICES

JULY 2019

INVITATION FOR PROPOSALS

The City of Jurupa Valley (“City”) invites qualified Contractor’s to submit proposals to perform on-call traffic striping maintenance services Citywide.

Sealed Proposals will be accepted at the office of the City Clerk, located at 8930 Limonite Ave, Jurupa Valley, CA 92509 until 2:00 p.m. on Thursday August 15, 2019. Late proposals will be returned, unopened, to the applicant. Proposals should be submitted to:

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

All proposals must be clearly identified on the outside of the envelope:

Proposal for Traffic Striping Maintenance Services
Attention Vicki Wasko, City Clerk

No faxes or emails will be accepted. The applicant shall deliver the original proposal, and two additional copies to the above-stated address. Costs for preparing the proposal shall be borne by the firm.

Planet Bids will be the primary tool to administer this RFP and all communication efforts will use Planet Bids exclusively.

INQUIRIES
For information relating to the details of this RFP, please contact Assistant Engineer, Taylor Holt, at 951-332-6464 Ext. 245 or by email at tholt@jurupavalley.org

PROPOSAL SUBMISSION INSTRUCTIONS:

All proposals must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the contractual agreement. In addition, the proposer’s authorized signature of the proposal assures the company’s understanding of the intent to enter into a contract for the scope of work.

Proposals may be withdrawn up to the date and time set for closing upon written or e-mailed notice to the City. Negligence upon the part of the proposer in preparing their proposal shall not constitute a right to withdraw a proposal subsequent to proposal opening. A conditional or unqualified proposal may be cause for rejection. Only proposals properly received will be accepted.
TIMELINE

The following is the City’s tentative schedule for the selection of a Contractor(s).

1. Request for Proposal: July 26, 2019
2. Deadline for Questions: August 5, 2019, no later than 3:00 pm
3. Deadline for Submitting RFP: August 15, 2019 at 2:00 pm
4. Anticipated Award of Contract: September 5, 2019

CONTRACT TERM

The City is seeking to award this contract for an initial term of two (2) years, with three (3) one-year (1-year) extension periods at the option of the City. The City shall not be required to provide “cause” or any reason whatsoever should it elect not to renew. The agreement term and all extensions thereto shall not exceed a total of five (5) years.

SELECTION PROCESS

The City intends to select one (1) or more qualified Contractor(s) for future contract work with the City of Jurupa Valley on an as-needed basis and to establish the unit pricing for compensation of services expected to be performed. The City reserves the right to award a contract to any proposer without the guarantee of using their services any guaranteed number of times.

In order to be determined “responsive”, a proposer must respond to all requested information and supply all required submittals in this Request for Proposal. Any proposal may be rejected if it is conditional, incomplete or contains irregularities. Minor or immaterial irregularities in a proposal may be waived. Waiver of an irregularity shall in no way modify the Request for Proposals nor affect recommendation for award of an Agreement.

Final selection criteria will be based upon the capability of the firm to perform the service, including the firm’s expertise, local knowledge, and experience on similar projects, as well as the reasonableness of the proposed cost. Price will be a major consideration but will not be the determining factor in selecting the Contractor.

The City reserves the right to reject any and all proposals.

A Not-to-Exceed Professional Services Agreement may be executed between the City and the firm qualified, subject to City Council approval.

TIME OF COMPLETION

All work will be assigned by a written work order. Work is to be performed as identified in the Special Provisions section of this RFP.
SCOPE OF WORK/SPECIFICATIONS:

The City is inviting proposals from qualified firms to provide all labor, materials, and equipment to perform services for the painting of traffic lanes parking lanes; thermoplastic directional arrows, legends, and crosswalks; and placement of raised pavement markers (RPMs) as required. The Contractor will be required to perform and complete the traffic striping maintenance work in a professional, thorough and timely manner, in accordance with the Standard Specifications published by the California Department of Transportation, latest edition along with any additions or revisions included in the Special Provisions in Appendix A of these documents.

PREVAILING WAGE

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

Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to [http://www.dir.ca.gov/Public-Works/PublicWorks.html](http://www.dir.ca.gov/Public-Works/PublicWorks.html).

Use the following General Prevailing Wage Determination(s) for Riverside County: Tree Maintenance Laborer.
**Contractor's Requirements:**

For all repair/new installation/maintenance work at these locations, the successful contractor must adhere to the following:

A. Contractor and/or Sub-contractors (upon City approval) must possess the proper Contractors license issued by the State of California for each craft or type of workman or mechanic needed to execute the contract.

B. Provide to the City a certificate of liability insurance form listing “the City of Jurupa Valley” as additional insured and proof of Worker’s Compensation Insurance for his employees.

C. Pay his employees the general prevailing rate of wages for each craft or type of workman or mechanic needed to execute the contract.

D. Submit certified payroll per form DLSE Form A-1-131 available at: [https://www.dir.ca.gov/dlse/Forms/PW/DLSEFormA-1-131.pdf](https://www.dir.ca.gov/dlse/Forms/PW/DLSEFormA-1-131.pdf) (A form may be created to meet existing payroll period such as: every two weeks, twice monthly, and must include all the information on the State Form. However signed State certification page must be submitted.)

E. Certified payroll may not lag more than 40 days behind current calendar day (30 day buffer to submit certified payroll).
REQUIRED PROPOSAL DOCUMENTS:

Firms wishing to have their proposals considered for these services shall submit the following as a minimum:

A. Corporate/Company Profile
B. Description of Services
C. Completed and signed Proposal Form/Schedule
D. Completed Proposer’s Signature Page
E. Completed Non-Collusion Affidavit
F. Completed list of three (3) references
G. Photocopies of Company’s licenses and/or certifications
H. One (1) original and two (2) additional copies of the proposal
I. Evidence of insurability

Corporate Profile:

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the services as specified in the RFP. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

A. Business name and legal business status (i.e., partnership, corporation, etc.);
B. Proof of non-profit status, if applicable;
C. Company overview of services or activities performed, include:
   1. The history of the bidder’s firm- includes a brief history of the firm.
   2. The number of years in business under the present business name, as well as prior business names.
   3. Number of years’ experience providing the proposed, equivalent, or related services.
   4. Company hierarchy (President, Vice President, Company Officers, etc.) and organizational chart. Organizational chart shall clearly identify all positions that are being proposed to be funded under the project.
   5. Company size - number of staff, proposed number of staff to provide services, and participant base.
   6. Location of the office from which the work under this contract will be provided and the staff allocation at that office.
D. Whether the bidder holds controlling or financial interests in any other organization, or is owned or controlled by any other person or organization, if none that must be stated.
Description of services:

All proposals must include a detailed description of the services to be rendered, including but not limited to the following:

A. A written general understanding to the requirements in the scope of services as detailed in the RFP:
   1. Provide a work plan or description of how the work will be performed.
   2. Give precise detail on your project reporting mechanisms. Include:
      i. A complete description of how the interaction between the bidder’s company and the City will take place to ensure that the services are performed and to the City’s satisfaction, including resolving problems that may be encountered during the project.
      ii. Time of work- Detail time frame and phases of the work
      iii. Describe the bidder’s company policies regarding this project to ensure proper compliance and quality assurance.
   3. Describe the bidder’s technical capabilities for this service/project.
   4. Provide a full description of vehicles utilized for this service.
GENERAL TERMS AND CONDITIONS:

A. All proposers must be properly licensed and/or registered in the State of California for the services performed. A class “A” Contractor’s license or a combination of Specialty Class “C” licenses is sufficient to cover all of the work to be performed by the prime contractor. All subcontractors shall be properly licensed.

B. Proposals shall be in unit pricing, inclusive of all management, operations, tools, supplies, equipment and labor necessary to ensure timely performance of the required services.

C. All proposals must be made on the required bid form. All blank spaces for prices must be filled in, with ink or typewritten.

D. Proposer agrees that by submitting its proposal as set forth in the following form, the unit prices will remain in effect through June 30, 2021.

E. The Contractor shall submit the “Non-Collusion Affidavit” with the Proposal.

F. Proposer whether general contractor, prime contractor, joint venture contractor, or sub-contractor, shall provide documented evidence of having completed projects of a similar nature to the project being proposed. Proposer may be required to submit references of previous projects for which the City will verify.

G. The amount of work may vary under this invitation.

H. By seeking proposals from qualified contractors, the City does not represent that it will utilize the Contractor’s services any guaranteed number of times over the course of the contract.

I. Contractor shall be knowledgeable and comply with all federal, state, and local laws, rules, and regulations and ordinances that may be applicable to the operation of equipment provided by Contractor for traffic signing and striping maintenance services.

J. The Contractor shall give adequate attention to the faithful prosecution and completion of this contract and shall keep, during its progress, a competent superintendent and any necessary assistants. This superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.

K. The City reserves the right to inspect equipment at any time.

L. Contractor’s employees shall not be deemed City employees and shall work under Contractor’s control and supervision. The Contractor’s employees shall not acquire any rights or benefits provided for the employees of the City of Jurupa Valley. However, the Contractor’s supervisors shall in the performance of services herein, comply with the written or verbal instructions received from the Public Works Director or his designee.

M. All unit prices for striping and/or markings shall be inclusive of all costs for the installation of new striping and/or markings, including mobilization and traffic control.
## PROPOSAL – SCHEDULE

### TRAFFIC STRIPING MAINTENANCE SERVICES

PROPOSER: ________________________________________________

### TRAFFIC STRIPING PROPOSAL ITEMS AS FOLLOWS:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF ITEMS</th>
<th>UNIT OF MEASUREMENT</th>
<th>UNIT PRICE (FIGURES)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4&quot; Center Line Yellow Caltrans Std Detail 1 or 4&quot; Center Line White Caltrans Std Detail 8</td>
<td>L.F.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>6&quot; Center Line Yellow Caltrans Std Detail 1 or 6&quot; Center Line White Caltrans Std Detail 8</td>
<td>L.F.</td>
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<tr>
<td>3</td>
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<tr>
<td>ITEM NO.</td>
<td>DESCRIPTION OF ITEMS</td>
<td>UNIT OF MEASUREMENT</td>
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<td>Thermoplastic Pavement Marking Symbols and Numerals Caltrans Std A24C</td>
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<td>Thermoplastic Pavement Marking Arrows Caltrans Std A24A, A24B</td>
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<td>18</td>
<td>Trip charge for installation of thermoplastic or paint ONLY if less than negotiated minimum is requested of Contractor.</td>
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<td>19</td>
<td>R&amp;R Type A or AY Non-Reflective Pavement Markers</td>
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<td>21</td>
<td>Wet Sandblasting with Traffic Control and Cleanup</td>
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<td></td>
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<tr>
<td>22</td>
<td>Grinding Legends, Letters, Numerals</td>
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<tr>
<td>23</td>
<td>Layout of Lines for New Striping</td>
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<td>Layout of Lines for New Markings, Arrows, and Legends</td>
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<td>45</td>
<td>Pavement Marking Arrows (Paint)</td>
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**************************************************************************END OF BID ITEMS**************************************************************************
PROPOSAL – SCHEDULE

TRAFFIC STRIPING MAINTENANCE SERVICES

PROPOSER: ________________________________________________

NOTE:
1. The proposal shall include, but not be limited to, sales tax and all other applicable taxes and fees

Units of Measurement:
LF Lineal Foot
SF Square Foot
EA Each
The undersigned, having become familiar with the local conditions affecting the cost of work, hereby bid and propose to furnish all management, operators, tools, supplies, equipment, material, transportation, and labor service necessary to perform and complete in a workmanlike manner all work performed under any contract resulting from this proposal.

By submission of this proposal, the undersigned certifies that this Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this proposal with any other proposer or competitor.

All unit pricing to include setting up of required traffic control per MUTCD standards.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
PROPOSER'S SIGNATURE PAGE

CONTRACTORS STATE LICENSE: Number: ________________________________
Classification(s): ________________________________
Expiration Date: ________________________________
(Business & Professions Code 7028.15)

FEDERAL IDENTIFICATION NO.: ________________________________

PRESENT CITY BUSINESS REGISTRATION: Number: ________________________________
(Not required at time Proposal is submitted)
Expiration Date: ________________________________

PROPOSER: _________________________________________________
(Print Contractor Name)

ADDRESS: _________________________________________________

TELEPHONE NUMBER(S): ____________________________________

PRINT NAME: ______________________________________________

SIGNATURE: ________________________________________________

TITLE: ________________________________ DATE: ________________________________

SIGNING INSTRUCTIONS TO THE CONTRACTOR

This Proposal must have a valid signature above and be delivered as required or it will be considered non-responsive (CCP 1933).

Proposer’s Signature Page to be accompanied by notary certificates attached following this page. Note the description of the document on the notary certificate and attach notary certificates immediately following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officers having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

NOTE: Name on State Contractor License must agree with Proposer’s name.
NON-COLLUSION AFFIDAVIT

TRAFFIC STRIPING
MAINTENANCE SERVICES

STATE OF CALIFORNIA  )
                   ) SS
COUNTY OF RIVERSIDE )

(NAME)________________________________________________________________________, affiant
being first duly sworn, deposes and says:

That he or she is ___________________________________________________________________________
(sole owner, partner or other proper title)

_________________________________________ of ________________________________
the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the price, or of that of any other Proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid. (Public Contract Code Section 7106)

Address: _______________________________________________________________________________

Telephone No: _________________________________________________________________

Print Name: ___________________________________________________________________________

Signature: ___________________________________________________________________________

Title: _______________________________________________________________________________

Signing Instructions to the Contractor

Non-Collusion Affidavit must be accompanied by notary certificates for signature. Note the description of the document on the notary certificate. Attach notary certificate immediately following this page.
LIST OF REFERENCES

TRAFFIC STRIPING
MAINTENANCE SERVICES

PROPOSER: _______________________________________________________

REFERENCES

Following are the names, addresses and telephone numbers for three (3) public agencies for which PROPOSER has performed similar work within the past two (2) years:

<table>
<thead>
<tr>
<th>Name and Address of Agency</th>
<th>Name, Title, and Telephone Number of Person Familiar with Project</th>
<th>Contract Amount</th>
<th>Type of Work</th>
<th>Date Completed</th>
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Note to Proposer:
Prepared lists of projects completed may be included as a part of the Proposal, but will not be accepted in lieu of this form, completely filled out.
## REQUIRED SUBCONTRACTORS INFORMATION

<table>
<thead>
<tr>
<th>NAME</th>
<th>LICENSE NO. AND CLASSIFICATION</th>
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APPENDIX
APPENDIX A

SPECIAL PROVISIONS
PART 1
GENERAL PROVISIONS

Traffic Striping Maintenance Services

GENERAL

The work embraced herein shall be done in accordance with the Special Provisions herein which amend, modify, or supplement the Standard Specifications of the Standard Specifications for Public Works Construction, (Greenbook) current edition.

STANDARD SPECIFICATIONS

The intent of these specifications is to prescribe and provide for the complete and finished performance and accomplishment in every respect of the entire contemplated work indicated by the specification. It shall also be understood that the Contractor undertaking the execution of all or any part of such work will be required to perform and complete the same in a thorough, satisfactory, and workmanlike manner in accordance with the provisions in connection therewith all necessary labor, tools, implements, equipment, materials, and supplies except such thereof as may otherwise be specified will be furnished by the City.

Any conflict or contradiction among the requirements in the various specifications or on the drawings shall be brought to the attention of the Engineer. The Engineer shall have total discretionary power to establish the intent to the plans and specifications and his decision will be final subject to Section 5 of the Standard Specifications.

SCOPE OF WORK

The Contractor shall repaint or install thermoplastic traffic striping in the City of Jurupa Valley as directed by the Engineer or his designee.

REGULATIONS

The Contractor shall comply with all applicable Federal and State and regional requirements including quality regulations of the South Coast Air Quality Management District and noise regulations of the City of Jurupa Valley.

LOSS OR DAMAGE

All loss or damage arising from any unforeseen obstruction or difficulties either natural or artificial, which may be encountered in the prosecution of the work or from any action of the elements prior to the final acceptance of the work or from any act or omission not authorized by these Specifications on the part of the Contractor, his agents or persons employed by him, shall be sustained by the Contractor.
TIME OF COMPLETION

The contractor shall respond to work order request as follows: 1. Emergency Response – start work within 24 hours; 2. Expedited Response – start work within 5 working days; 3. Normal Response – start work within 10 working days.

PAINT/PAINTING

Paint/painting shall conform to Section 84 of the Standard Specifications. Paint shall be fast dry or rapid dry.

LIMITS OF PAINTING

Painted areas outside the City boundary will not be included in the quantities paid except as approved by City. The Engineer shall determine the limits to be used. No painted areas outside approved area will be compensated.

SCHEDULE OF WORK

All striping work shall be scheduled so as not to close traffic lanes on arterial highways between the hours of 6:30 to 8:30 a.m. and 3:30 to 6:00 p.m. All striping on local streets shall be done between 7:00 a.m. and 6:00 p.m. If any portion of a segment (between traffic signals) is wet because of sprinkler watering, no portion of that segment may be painted.

REMOVAL OF TRAFFIC STRIPES

The removal of traffic stripes and markings shall be accomplished by the wet sandblasting method or water blasting method. The machine used for this purpose shall meet all requirements of the air pollution control district having jurisdiction in the project area. All sand used in sandblasting shall be removed without delay as the operation progresses.

LABOR

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contractor from the Director of the Department of Industrial Relations. Contractor shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code.
PERMITS

Prior to the start of any work, the Contractor shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. The AGENCY will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain an AGENCY business license, and shall be licensed in accordance with State Business and Professions Code. The Contractor, at no additional cost to the AGENCY, shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

WATER POLLUTION CONTROL

The Santa Ana Regional Water Quality Control Board (SARWQCB) has issued NPDES permit which governs stormwater and non-stormwater discharges resulting from areas owned and operated by the Riverside County cities (collectively referred to as Permittees). In order to comply with the permit requirements, the Permittees have developed a Drainage Area Management Plan (DAMP) which contains model maintenance procedures with Best Management Practices (BMPs) that parties conducting municipal activities must adhere to. These model maintenance procedures apply to any party conducting municipal activities and contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban run-off, stormwater run-off, and receiving water quality.

All work performed by any Contractor in the City of Jurupa Valley shall fully conform to the permit requirements, the DAMP, and the model maintenance procedures and must be performed as described within all applicable model maintenance procedures. The Contractor shall fully understand the model maintenance procedures applicable to activities that are being conducted under this Agreement prior to conducting them and maintain copies of the model maintenance procedures throughout the Agreement term.

Evaluation of the Contractor’s activities subject to DAMP requirements and performed under this Scope of Services shall be conducted to verify compliance with DAMP requirements and may be required through Contractor self-evaluation as determined by the City.
WORK AUTHORIZATION

The contractor shall be called upon from time to time by the Director of Public Works or his authorized representative to perform the work described in these specifications. The City shall issue a work order to the contractor. The work order shall contain the work description, date of issuance, location and maps, as required.

The contractor shall do the work as described on the work orders and enter the date of completion and return one copy to the City Engineer.

The work specified shall commence upon demand by the City per work order request described in the Time of Completion section in the General Provisions.

NOTIFICATION OF RESIDENTS AND BUSINESSES

The printed notices shall contain a general description of the work to be done and the date that the work is to be done and shall be delivered by the Contractor to all residents and businesses adjacent to the project. If the project is located in residential neighborhood, the letter must be taped to the resident's front door with painter's tape. The letter shall be delivered by the Contractor a minimum of 7 days prior to start of construction. Notices shall also include a statement that parking will be restricted and "NO PARKING" signs to be posted along the impacted street. All public notices must be reviewed and approved by the City Engineer prior to its distribution.

The Contractor shall post printed "NO PARKING-TOW AWAY" signs at one-hundred-foot (100') maximum spacing along each side of the affected street forty-eight (48) hours prior to the commencement of the street improvement work. The Contractor shall document the day, date and time the "NO PARKING" signs were posted. Posting of signs on trees and utility poles will not be allowed.

The signs shall contain the day, date, hours and vehicle code sections reference that parking will be prohibited on a particular street (CVC 22651L and CVC 22654D). Signs that prohibit or restrict parking shall be removed immediately upon completion of work in the restricted or prohibited area.

The printed notices and the "NO PARKING" signs shall be furnished by the Contractor.

Full compensation for compliance with the preceding requirements shall be considered as being included in the various Contract items in the bid schedule and no additional compensation will be allowed therefor.
WORK AREA TEMPORARY TRAFFIC CONTROL

Traffic controls, including but not limited to, vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access through work areas, detours, and street closures shall be in accordance with these Technical Provisions, Special Provisions; Traffic Control Plans; California MUTCD, Part 6, Temporary Traffic Control, Caltrans adopted 2014; the current "Work Area Traffic Control Handbook"; and O.S.H.A. requirements for public and worker safety. Nothing in the Special Provisions shall be construed as relieving the Contractor from its responsibility to provide for the safety and convenience of traffic and the public during construction.

In the event of conflict, the order of precedence shall be as follows:

2. Traffic Control Plans
4. Work Area Traffic Control Handbook. (WATCH)
5. Standard Specifications

Traffic Control shall be in accordance with the following Special Provisions:

1. All streets shall remain open to through traffic at all times except when street closure is approved by the Engineer. The Contractor shall make provisions to allow local traffic access to the closed streets. The local traffic consists of, but is not limited to, residences, church congregations, farmers, post offices, meter readers, trash pickup, school buses, and emergency vehicles. The Contractor shall provide a smooth travel way using a flagger and/or signing and striping to direct traffic through the work area.

2. The Contractor shall be responsible for the preparation of Traffic Control Plans as necessary for the work. The Traffic Control Plans shall be signed and stamped by a California Registered Traffic or Civil Engineer and transmitted to the City for approval no later than fourteen (14) calendar days prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days. The Traffic Control Plans shall conform to the requirements listed in these Technical Provisions; California MUTCD Part 6, Temporary Traffic Control; the Work Area Traffic Control Handbook; and the Standard Specifications.

3. All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices (telescoping flag trees), flags, signs, markers, portable barriers, temporary railing (Type-K), temporary fencing, flashing arrow signs, changeable message sign, markings, and flagging equipment shall be provided and maintained in “like new” condition.

4. The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, which includes holidays, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect...
the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of Notice to Proceed to the completion and acceptance of the work.

5. High-level warning devices (telescoping flag trees) are required at all times for work being performed within the roadway unless otherwise specifically approved by the Engineer.

6. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than 711mm (28") in height, except that shorter cones, 305 mm (12") minimum height, may be permitted during striping maintenance operations where the only function of the cone is to protect the wet paint from the traffic.

7. The entire area of orange and white stripes for barricades shall be Type I, engineering grade, or Type II, super engineering grade, retro-reflective sheeting conforming to the requirements of ASTM Designation: D 4956-95.

8. Type III barricades, no less than 1.83 m (6’) in length and equipped with two (2) Type “N” markers each and two (2) portable flashing beacons each, shall be used to close streets, except as otherwise specifically approved by the Engineer for minor maintenance work of no more than one (1) working day’s duration, on weekdays, or on holidays only, and limited to the hours between 8:30 a.m. and 3:30 p.m. Said barricades shall be placed across the full roadway at each point of closure with the distance between barricades, or between barricades and curbs, not exceeding 3’ except that one (1) 11’ wide gap between barricades shall be provided at the center of the street. Barricades to the right of the street’s center, facing the inbound vehicular traffic, shall also be equipped with one (1) R11-2, “Road Closed” sign, one (1) R11-4, “Road Closed to Thru Traffic,” sign, and a Type P warning sign.

9. Channelizers shall be surface mounted type and shall be furnished, placed and maintained at the locations shown on the Plans or as approved by the Engineer, and shall conform to the provisions in Subsection 12-3.05, “Channelizers,” of the State of California Standard Specifications and these Special Provisions.

10. When no longer required for the work as determined by the Engineer, channelizers (except channelizers to be left in place), and underlying adhesive used to cement the channelizer bases to the pavement, shall be removed. Removed channelizers and adhesive shall become the property of the Contractor and shall be removed from the site of work.

11. Reflectorized (both sides) temporary self-adhesive markers, 100mm (4in) wide, shall be applied to unstriped pavement surface before opening the travel way to public traffic. Reflectorized temporary yellow markers shall be used for to delineate the centerline to separate opposing traffic. Reflectorized temporary white markers shall be used to delineate lanes of travel and placed in 600mm (24in) intervals transverse to the road to delineate stop bars and limit lines.
12. The reflectorized temporary markers shall be removed the same day the first coat of striping has been placed on the pavement. The removal of the markers shall be done such a way that the pavement is not damaged.

13. Except as otherwise approved by the Engineer, two-way vehicular traffic shall be maintained at all times within two (2) 11’ wide lanes on streets having an effective roadway width of 44’ or more with restricted parking. Other streets of lesser widths may be reduced to one (1) 12’ wide lane with work activity being limited to one side at a time, and the one-way vehicular traffic being maintained at all times by properly trained and experienced flaggers. All lane closures shall have flashing arrow signs to provide additional, high level, advanced warning.

14. No reduction of the traveled way width shall be permitted on any City street before 8:30 a.m. or after 3:30 p.m., on weekends or holidays, or when active work is not being done, unless otherwise approved by the Engineer.

15. Properly trained and experienced flaggers shall be provided to direct traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at other such times as is necessary to safely pass traffic through or around the work area and when so directed by the Engineer. Flagging fundamentals and procedures are detailed in the “Flagger Handbook” available at Caltrans website.

16. Vehicular access to occupied residential property may be restricted on weekdays, other than holidays, between the hours of 8:30 a.m. and 3:30 p.m. while essential work activity is taking place only upon approval by the Engineer and providing the Contractor gives the property owner or resident at least forty-eight (48) hour advance written and oral notice. Completion of work and removal of traffic control devices shall be completed by 3:30pm. Working hour for emergency work will be outlined in the work order.

17. Convenient and safe pedestrian access to schools, churches, occupied residential and business property shall be maintained at all times. Access to mailboxes shall be maintained at all times such that the postal delivery service is not interrupted. Trash pick-up services shall not be interrupted. Access to vacant and unused property may be restricted when approved by the Engineer. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the Engineer.

18. Vehicular access to business, school and church driveways shall be maintained at all times during construction.

19. Traffic control and safety devices and equipment being used that becomes damaged, destroyed, faded, graffitied, encrusted, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired, refurbished, or replaced. Traffic control and safety devices and equipment being used, that are displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.

20. An unobstructed view of all signs and warning devices including, but not limited to, stop signs, stop ahead signs, street name signs, and other regulatory, warning and construction signs, markers, railroad crossing signs and/or flashers and warning devices shall be maintained at all times. All speed limit signs shall be black on white with signs at either end of the project notifying the motoring public that fines are doubled in
construction zones. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers and devices from the view of the vehicular and pedestrian traffic to which it applies.

21. When entering or leaving roadways carrying public traffic, the Contractor’s equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections.

22. Stockpiling or storage of materials on any public right-of-way or parking area will not be allowed without the specific written permission of the Engineer. Materials spilled along or on said right-of-way or parking area shall be removed completely and promptly. All stockpile and storage areas shall be maintained in a safe, neat, clean, and orderly condition, and shall be restored to equal or better than original condition upon completion of the work.

23. On projects involving work on, closure of, or partial closure of existing streets, and where vehicular access to the abutting property must be restricted, the work shall be so selected, arranged and scheduled that the person(s) requiring access to said abutting property and residents along said streets affected will be able to park within a reasonable distance of not more than 500' from their homes or destination. In addition, no two adjoining streets shall be closed at the same time, except as otherwise approved by the Engineer. Residents must be given written notice of such restrictions a minimum of 48 hours in advance.

24. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, “NO PARKING” signs, other obstructions, and unnecessary traffic control devices and equipment shall be promptly removed from that street, except as otherwise approved by the Engineer.

25. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to herein above, the City reserves the right to correct or mitigate any situation, that in the sole opinion of the Engineer, constitutes a serious deficiency or serious case of noncompliance, by any means at its disposal at the Contractor’s or permittee’s expense, and shall deduct the cost therefore from the Contractor’s progress or final payments. Such corrective action taken by the City shall not reduce or abrogate the Contractor’s legal obligations and liability for proper traffic control and safety measures and shall not serve to transfer said obligations and liabilities from the Contractor to the City or the City’s agents.

26. Violations of any of the above Provisions or provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the Engineer, shall, at the sole discretion of the City, be grounds for termination of the Contract, or shut down or partial shutdown of the work, without compensation to the Contractor or permittee, or liability to the City, all as prescribed by contractual obligation or State law, whichever is applicable.
27. The Contractor shall comply with all local sound or noise level rules, regulations and ordinances which apply to all aspects of the work performed pursuant to this contract.

28. Access to fire hydrants shall be maintained at all times.

The unit prices bid per each item shall include full compensation for, but not limited to, furnishing all labor (including flagging costs), materials (including construction area signs), tools, equipment, traffic control Plans and revisions, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control including lights, channelizers (surface mounted), temporary railing (Type K) markers, delineators, temporary striping and pavement marking, barricades, portable flashing beacons, flashing arrow signs, portable changeable message signs, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Full compensation for removing and salvaging the traffic control equipment and materials that are to be reused or reset in the project shall be considered as included in the Contract price paid for the related item of work and no additional compensation will be allowed therefor.

TRAFFIC STRIPING AND PAVEMENT MARKINGS

Painted traffic stripes (lane lines and speed limit markings) and applying thermoplastic pavement markings (word and symbol markings, limit lines, crosswalk, etc.) shall conform to the provisions in Section 84, "Markings," of the 2015 State Standard Specifications and these Special Provisions.

The subparagraphs of the first paragraph in Section 84-2.02C, "Paint," of the 2015 State Standard Specifications are amended to read:

<table>
<thead>
<tr>
<th>State Specification No.</th>
<th>State Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>PTWB-01</td>
<td>Rapid Dry Water Base, Traffic Line.—White, Yellow and Black</td>
</tr>
</tbody>
</table>

The first paragraphs in Section 84-2.02D, "Glass Beads," of the 2015 State Standard Specifications are amended to read:

State Standard Specifications for traffic paint and glass beads may be obtained from the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, CA 95819-4612, telephone number 916.227.7289.

Glass beads shall conform to 1-ACOT type beads or equal.

The Contractor shall layout and “cat-track” the alignment of the proposed striping at 15-foot intervals and “spot” the proposed pavement markings as called for on the Plans. Striping shall vary no more than 2 inches in 50 feet from the specified alignment. The Engineer may waive minor variations.
The Contractor shall not proceed with the painting of any striping or applying thermoplastic pavement markings until the Engineer has checked and approved the cat-tracking and spotting, and has authorized the Contractor to proceed.

Traffic striping shall be applied with airless equipment. All traffic striping shall be performed with a road liner type striping machine. Where the configuration or location of a traffic stripe is such that the use of a road liner type striping machine is unsuitable, traffic paint and glass beads may be applied by other methods and equipment approved by the Engineer. The Engineer shall determine if the road liner type striping machine is unsuitable for a particular use.

The first coat of paint shall be applied upon completion of the surfacing. The second coat of paint shall be applied no sooner than seven (7) calendar days and no later than 15 calendar days after the first coat. Each coat of paint shall be applied at the wet film thickness of 10-12 mils for white and yellow paint and 7 mils for black paint. All paint shall be applied at a relative humidity below seventy-five percent (75%) and an ambient temperature above 13°C (55°F), unless otherwise approved by the Engineer.

Except for black paint, No. 1 reflective glass beads shall be uniformly incorporated in all coats of paint concurrently with the application of the paint. The glass beads shall be embedded in the coat of traffic paint being applied to a depth of at least one-half their diameters. The reflective glass beads shall be applied to the first coat of paint at the rate of 0.7 kg (1.5 lb) of beads per liter (0.26 Gal) of paint, and to the second coat of paint at the rate of 0.95 kg (2 lb) of beads per liter (0.26 Gal) of paint.

Except as otherwise noted on the Plans or as directed by the Engineer, all angle points, as shown on the striping Plans shall be painted as a smooth, tangent curve with a radius and length as approved in the field.

Temporary tape or reflective markers utilized for the purposes of interim delineation for centerline, lane lines, and crosswalk lines shall be placed to the side of the final striping pattern in such a way so that it will not interfere with the first coat of paint. All temporary tape and reflective markers applied for the purpose of interim delineation shall be removed by the Contractor at no additional cost to the City upon completion of the first coat of striping and prior to the final striping.

Stencils used for pavement markings must conform to the latest Caltrans approved Stenciling Standards.

Add to Subsection 84-2.03C(3)(a), “General,” of the 2015 State Standard Specifications the following:

Newly painted or existing striping or applied thermoplastic pavement markings which are damaged as a result of the construction, including wheel markings by public traffic and the construction equipment, shall be repainted or thermoplastic replaced, and any associated removals shall be performed as outlined in these Technical Provisions at the sole expense of the Contractor and no separate compensation will be allowed therefore.

Existing traffic striping and pavement markings that do not conform to the approved Plans shall be removed by wet sandblasting, meeting the latest requirements and restrictions by the State Pollution Control Agency. The contractor shall be responsible for immediate removal of sandblasting materials by vacuum or mechanical street sweepers. Blackout of existing traffic striping or pavement markings, which do not conform to the approved Plan, shall not be allowed.
Payment for removal of conflicting striping, markings and markers and placement of all new thermoplastic and painted traffic striping, pavement markings, legends and raised markers shall be included in the unit prices bid per each item.

**PAVEMENT MARKERS**

Pavement markers shall conform to the provisions in Section 81-3, "Pavement Markers," of the State of California Standard Specifications and these Special Provisions.

Certificates of compliance shall be furnished for pavement markers as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these Special Provisions.

Reflective pavement markers shall comply with the specific intensity requirements for reflectance after abrading the lens surface in accordance with California Test 669 specified for pavement markers placed in pavement recesses in Section 81-3.02C, "Retroreflective Pavement Markers," of the State of California Standard Specifications.

Non-reflective pavement markers shall conform to the requirements of the Section 81-3.02B, “Non-Reflective Pavement Markers,” of the State of California Standard Specifications.

The bituminous adhesive used to install both reflective and non-reflective markers shall be a hot melt bituminous adhesive asphaltic material with a homogeneously mixed mineral filler and shall conform with the requirements specified in Section 81-3.02D, “Hot Melt Bituminous Adhesive,” of the Standard Specifications. Epoxy adhesive shall comply with Section 81-3.02E, “Epoxy Adhesive” of the Standard Specifications.

Reflective pavement markers shall be installed per the approved Plan unless otherwise approved by the Engineer. The composition of the material shall be such that its properties shall not deteriorate when heated to and applied at temperatures up to 425°F, using either air or oil jacketed melters.

Reflective pavement markers shall be placed at locations as established by the applicable Caltrans striping detail noted on the approved striping Plan which includes, but is not limited to temporary painted line(s), new striping, or existing striping. There shall be one marker for each location. The Contractor shall perform all work necessary to establish satisfactory locations for markers.

The Contractor shall remove existing reflective pavement markers that do not conform to the plan.


In accordance with Public Contract Code Section 3400, the City has made all necessary findings, and hereby declares that the 3M brand product shall exclusively be supplied for use on this project in order to match other reflective pavement marker equipment already in use throughout the City. In addition, the 3M product is the only product that has been found to achieve sufficient retro reflectivity and durability performance. Therefore, no substitutions will be allowed.
All fire hydrant locations shall be marked with reflective blue raised pavement markers per City and/or County Standard Plans.

The unit prices bid per each item for painted or thermoplastic traffic striping, pavement markings, legends and raised markers shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in removing and replacing in-kind pavement striping, markings, markers, raised pavement markers and the items specified herein and no additional compensation shall be allowed therefor.
August 15, 2019

Steve R. Loriso
City Engineer/Director of Public Works
City of Jurupa Valley, Public Works Dept.
8390 Limonite Avenue
Jurupa Valley, CA 92509

RFP “Traffic Striping Maintenance Services”

Dear Mr. Loriso and Public Works Department,

Thank you for the opportunity to introduce Chrisp Company to the City of Jurupa Valley.

Chrisp Company is California’s premier signing & striping contractor. Chrisp Company has been performing signing and striping work for over forty years.

Our staff of experienced managers and technicians are capable of handling the most difficult projects on time and on budget. Chrisp Company has been on numerous mission critical/high profile projects such as the Bay Bridge, where not meeting crucial deadlines is not an option.

I am confident that Chrisp Company can offer you the customer service and expertise required to meet all of your agencies striping and signing needs.
Chrisp Company Qualifications

Chrisp Company is California’s premier highway safety product contractor with offices in Fremont, Rialto, Stockton, Woodland, Fresno and Santa Paula.

Chrisp Company is committed to quality and safety. The senior management at Chrisp Company believes that the safety of our employees and the motoring public takes precedence over profits. We have been working diligently on building a culture of safety first. Chrisp Company’s safety efforts go beyond compliance with rules and regulations. This includes weekly tailgate meetings, daily safety reminders and constant improvements utilizing engineering controls based on team member feedback. Our emphasis is on reporting near misses, informing all of our team members of these incidents and taking action to prevent near misses from becoming injuries and accidents. Chrisp Company is one of few if not the only signing and striping contractor who employees two full time safety directors whose only responsibility is injury and accident prevention.

Our staff of 235 team members and 125 plus specialty construction vehicles enables us to handle all of your striping and signing needs. Having been in business for nearly forty years has its advantages. Team member turnover at Chrisp Company has been relatively minimal. This means we have the most experienced team in the industry and a level of expertise second to none. Fifty one of our team members have 10 plus years of experience of which 21 has 20 plus years’ experience.

Thank you for considering Chrisp Company for your striping and signing requirements you will be hard pressed to find a more qualified candidate to meet your needs.
Maintenance Accounts (Past and Present)

City of Fontana: 2008 to Present, Contact: Rob Rigby

City of Whitter: 2014 to 2016, Contact: James Keena

City of Rancho Mirage: 2012 to 2016, Contact: Dave Martin

See more on the included “Crisp Company – Recently completed Projects”

These are a few current maintenance contracts based in the Rialto branch. We have many more and can supply more jobs and contact info if needed.
Contract Performance

Chrisp Company is a professional construction company with a class A General Engineering license and also with supplemental C13 and C32 licenses specializing in striping and signing.

We start every project by preparing the job to your plan and specification’s, ordering the proper material, scheduling a meeting with our Superintendent in the field with you to anticipate any other material or plan changes, to scheduling the proper manpower and equipment and finally sending out the highly trained professional tradesmen with the proper state of the art equipment for installation.

Chrisp Company has never not finished a project properly within the 40 years that I have been here.

Sincerely,

David L. Morris
Vice President
Chrisp Company
Services Needs Understanding

Chrisp Company has been providing on-call and annual traffic striping, markings, raised pavement markers and traffic signage installations and maintenance for several city and county agencies for many years as you can see in the sample list of our current maintenance accounts section.

Chrisp Company has the experience, equipment and manpower for the smallest to the largest striping and sign project. From product submittals, pre-construction meeting, to layout, USA, temporary striping alignments to removal, permanent striping alignment and installation to final quantities and billing we have been handling them all without fail and look forward to working with the City of Calabasas.

Sincerely,

David L. Morris
Vice President
Chrisp Company
References

1. Michael Gates
   DeSilva Gates Construction
   11555 Dublin Blvd
   Dublin, CA. 94568
   925.829.9220
   mgates@desilvagates.com

2. Rick Morales
   Teichert Construction
   7060 Koll Center
   Parkway, #330
   Pleasanton, CA 94566
   925.621.5704
   rrmorales@teichert.com

3. Paul Cianciarulo
   Graniterock Construction
   120 Granite Rock Way
   San Jose, CA. 95136
   408.574.1423
   pcianciarulo@Graniterock.com
August 15, 2019

To Whom it May Concern:

Description of Services

Upon receiving a work order from the City of Jurupa Valley, Chrisp will do an assessment on the work to determine what materials are required and give the City our estimated install date. Typically, all work orders can be turned around and installed within two weeks of work order notice. With that said, we are an accommodating company and can potentially have work installed much sooner if the city requires and communicates this with Chrisp Company.

Chrisp Company does not foresee there being any problems arising on this contract, but if any problems do arise, you can have confidence that Chrisp Company will do what is necessary to make amends. Chrisp Company always ensures the customer and safety are of the utmost importance.

Being a striping contractor for over 40 years, Chrisp Company has accumulated much industry knowledge and has used this knowledge to design our specialized striping and removal equipment. Chrisp Company only utilizes Striping/Removal equipment of the latest design.

Thank you,
Coda Oesterblad
Estimator
2280 S. Lilac Ave.
Bloomington, CA 92316
909-746-0356
## Traffic Striping Maintenance Services

**Proposer:** Chrisp Company

### Traffic Striping Proposal Items as Follows:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Items</th>
<th>Unit of Measurement</th>
<th>Unit Price (Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4” Center Line Yellow Caltrans Std Detail 1 or 4” Center Line White Caltrans Std Detail 8</td>
<td>L.F.</td>
<td>$0.08</td>
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<td>2</td>
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<td>$0.09</td>
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<td>3</td>
<td>4” Solid Line White Caltrans Std Detail 27B or 4” Solid Line Yellow Caltrans Std Detail 24</td>
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<td>$0.12</td>
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<td>4</td>
<td>6” Solid Line White Caltrans Std Detail 27B or 6” Solid Line Yellow Caltrans Std Detail 24</td>
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<td>$0.14</td>
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<tr>
<td>5</td>
<td>No Passing Zone – Two direction (No RPM) Caltrans Std Detail 21</td>
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<tr>
<td>6</td>
<td>No Passing Zone – Two direction with RPM Caltrans Std Detail 22</td>
<td>L.F.</td>
<td>$0.30</td>
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<tr>
<td>7</td>
<td>Bike Line 6” Solid Line Caltrans Std. Detail 39</td>
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<tr>
<td>8</td>
<td>8” Solid Line Caltrans Std Detail 38A</td>
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<td>$0.20</td>
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<tr>
<td>9</td>
<td>8” Solid Line with RPM Caltrans Std 38</td>
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<tr>
<td>10</td>
<td><strong>Thermoplastic</strong> 12” Solid Line, White or Yellow Crosswalk and Limit Line Caltrans Std Detail A24E</td>
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<td>4” Solid line w/ skip Yellow per Caltrans Std Detail 15</td>
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<tr>
<td>12</td>
<td>6” Solid line w/ skip Yellow per Caltrans Std Detail 15</td>
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<td>$0.20</td>
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<tr>
<td>ITEM NO.</td>
<td>DESCRIPTION OF ITEMS</td>
<td>UNIT OF MEASUREMENT</td>
<td>UNIT PRICE (FIGURES)</td>
</tr>
<tr>
<td>---------</td>
<td>----------------------</td>
<td>---------------------</td>
<td>---------------------</td>
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<tr>
<td>13</td>
<td>4” Solid line w/ skip Yellow and RPM Caltrans Std Detail 16</td>
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<tr>
<td>14</td>
<td>6” Solid line w/ skip Yellow and RPM Caltrans Std Detail 16</td>
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<tr>
<td>15</td>
<td>Thermoplastic Pavement Marking Words Caltrans Std A24D, A24E</td>
<td>S.F.</td>
<td>$3.00</td>
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<tr>
<td>16</td>
<td>Thermoplastic Pavement Marking Symbols and Numerals Caltrans Std A24C</td>
<td>S.F.</td>
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<tr>
<td>17</td>
<td>Thermoplastic Pavement Marking Arrows Caltrans Std A24A, A24B</td>
<td>EA.</td>
<td>$80.00</td>
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<tr>
<td>18</td>
<td>Trip charge for installation of thermoplastic or paint ONLY if less than negotiated minimum is requested of Contractor.</td>
<td>EA.</td>
<td>$1,000.00</td>
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<tr>
<td>19</td>
<td>R&amp;R Type A or AY Non-Reflective Pavement Markers</td>
<td>EA.</td>
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<td>20</td>
<td>R&amp;R Type C, D, G, or H Reflective Pavement Markers</td>
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<tr>
<td>21</td>
<td>Wet Sandblasting with Traffic Control and Clean-up</td>
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<tr>
<td>22</td>
<td>Grinding Legends, Letters, Numerals</td>
<td>S.F.</td>
<td>$1.50</td>
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<tr>
<td>23</td>
<td>Layout of Lines for New Striping</td>
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<td>$0.05</td>
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<tr>
<td>24</td>
<td>Layout of Lines for New Markings, Arrows, and Legends</td>
<td>EA. Word, Number Set, Arrow</td>
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<td>Caltrans Std Detail 2 Per RSP A20A</td>
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<td>Caltrans Std Detail 6 Per RSP A20A</td>
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<td>27</td>
<td>Caltrans Std Detail 9 Per RSP A20A</td>
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<td>Caltrans Std Detail 12 Per RSP A20A</td>
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<td>31</td>
<td>Caltrans Std Detail 25 Per RSP A20B</td>
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<td>Caltrans Std Detail 25A Per RSP A20B</td>
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<td>Caltrans Std Detail 28 Per RSP A20B</td>
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<tr>
<td>36</td>
<td>Caltrans Std Detail 32 Per RSP A20B</td>
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<td>37</td>
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<td>42</td>
<td>Caltrans Std Detail 41 Per RSP A20D</td>
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<td>43</td>
<td>Pavement Marking Words (Paint)</td>
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<tr>
<td>44</td>
<td>Pavement Marking Symbols (Paint)</td>
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<tr>
<td>45</td>
<td>Pavement Marking Arrows (Paint)</td>
<td>S.F.</td>
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</tbody>
</table>

**************************************************************************END OF BID ITEMS**************************************************************************
PROPOSAL – SCHEDULE

TRAFFIC STRIPING
MAINTENANCE SERVICES

PROPOSER: Chrisp Company

NOTE:
1. The proposal shall include, but not be limited to, sales tax and all other applicable taxes and fees

Units of Measurement:
LF Lineal Foot
SF Square Foot
EA Each
The undersigned, having become familiar with the local conditions affecting the cost of work, hereby bid and propose to furnish all management, operators, tools, supplies, equipment, material, transportation, and labor service necessary to perform and complete in a workmanlike manner all work performed under any contract resulting from this proposal.

By submission of this proposal, the undersigned certifies that this Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this proposal with any other proposer or competitor.

All unit pricing to include setting up of required traffic control per MUTCD standards.
PROPOSER'S SIGNATURE PAGE

CONTRACTORS STATE LICENSE: _____________________________
Number: 374600
Classification(s): A C32
Expiration Date: 05/31/2021
(Business & Professions Code 7028.15)

FEDERAL IDENTIFICATION NO.: 94-2578049

PRESENT CITY BUSINESS REGISTRATION: _____________________________
(Not required at time Proposal is submitted)
Number: _____________________________
Expiration Date: _____________________________

PROPOSER: Chrisp Company
(Contractor Name)

ADDRESS: 2280 So. Lilac Ave., Bloomington, CA 92316

TELEPHONE NUMBER(S): 909-746-0356

PRINT NAME: David Morris

SIGNATURE: [Signature]

TITLE: Executive Vice President DATE: 8/15/19

SIGNING INSTRUCTIONS TO THE CONTRACTOR

This Proposal must have a valid signature above and be delivered as required or it will be considered non-responsive (CCP 1933).

Proposer’s Signature Page to be accompanied by notary certificates attached following this page. Note the description of the document on the notary certificate and attach notary certificates immediately following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officers having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

NOTE: Name on State Contractor License must agree with Proposer's name.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of Alameda

On 8/15/19 before me, Kay Ukes - Notary Public

Date

personally appeared David L. Morris - Executive Vice President

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: 

Document Date: 

Number of Pages: Signer(s) Other Than Named Above: 

Capacity(ies) Claimed by Signer(s)
Signer’s Name:

Corporate Officer — Title(s):

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer Is Representing:

Signer’s Name:

Corporate Officer — Title(s):

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer Is Representing:

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

TRAFFIC STRIPING MAINTENANCE SERVICES

STATE OF CALIFORNIA )
COUNTY OF RIVERSIDE ) SS

(NAME) David L. Morris, affiant
being first duly sworn, deposes and says:

That he or she is Executive Vice President
(sole owner, partner or other proper title)

Crisp Company

the party making the foregoing

Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the price, or of that of any other Proposer, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid. (Public Contract Code Section 7106)

Address: 43630 O'Good Road, Fremont, CA 94539

Telephone No: 510-656-2540

Print Name: David Morris

Signature: [Signature]

Title: Executive Vice President

Signing Instructions to the Contractor

Non-Collusion Affidavit must be accompanied by notary certificates for signature. Note the description of the document on the notary certificate. Attach notary certificate immediately following this page.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of Alameda

On 8/15/19 before me, Kay Ukess - Notary Public, personally appeared David L. Morris - Executive Vice President

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

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

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

OPTIONAL

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

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

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

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

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LIST OF REFERENCES

TRAFFIC STRIPING
MAINTENANCE SERVICES

PROPOSER: Chrisp Company

REFERENCES

Following are the names, addresses and telephone numbers for three (3) public agencies for which PROPOSER has performed similar work within the past two (2) years:

1. City of Fontana, 16849 Orange Way, Fontana, CA 92335
   Name and Address of Agency
   Rob Rigby, Streets Supervisor, 909-350-7634
   Name, Title, and Telephone Number of Person Familiar with Project
   Approx. $100K Yearly, Annual Stripping Maintenance, Ongoing
   Contract Amount  Type of Work  Date Completed

2. City of Corona, 400 S Vicentia Ave, Corona, CA 92882
   Name and Address of Agency
   Scot Miller, Traffic Engineer, 951-736-2467
   Name, Title, and Telephone Number of Person Familiar with Project
   Approx. $50K Yearly, As Needed Stripping, Ongoing
   Contract Amount  Type of Work  Date Completed

3. City of Pico Rivera, 6615 Passons Blvd, Pico Rivera, CA 90660
   Name and Address of Agency
   Kemner Guerrero, Assistant Engineer, 562-801-4351
   Name, Title, and Telephone Number of Person Familiar with Project
   Approx. $65K, Thermoid Striping & Signage, Sept. 2018
   Contract Amount  Type of Work  Date Completed

Note to Proposer:
Prepared lists of projects completed may be included as a part of the Proposal, but will not be accepted in lieu of this form, completely filled out.
## REQUIRED SUBCONTRACTORS INFORMATION

<table>
<thead>
<tr>
<th>NAME</th>
<th>LICENSE NO. AND CLASSIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>TELEPHONE</td>
<td>DESCRIPTION OF WORK CONTRACTED:</td>
</tr>
<tr>
<td>ADDRESS</td>
<td>PROPOSAL ITEM NOS.</td>
</tr>
<tr>
<td>CITY, ZIP</td>
<td></td>
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</table>

<table>
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<tbody>
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</tr>
<tr>
<td>ADDRESS</td>
<td>PROPOSAL ITEM NOS.</td>
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<tr>
<td>CITY, ZIP</td>
<td></td>
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</table>

No Subs
EXHIBIT B
SCHEDULE OF PAYMENT

(LIST OF LABOR AND EQUIPMENT CHARGES)
Traffic Striping Maintenance Services  
Jurupa Valley, CA

PROPOSAL – SCHEDULE

TRAFFIC STRIPING  
MAINTENANCE SERVICES

PROPOSER:  

Chrisp Company

TRAFFIC STRIPING PROPOSAL ITEMS AS FOLLOWS:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF ITEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4&quot; Center Line Yellow Caltrans Std Detail 1 or 4&quot; Center Line White Caltrans Std Detail 8</td>
</tr>
<tr>
<td>2</td>
<td>6&quot; Center Line Yellow Caltrans Std Detail 1 or 6&quot; Center Line White Caltrans Std Detail 8</td>
</tr>
<tr>
<td>3</td>
<td>4&quot; Solid Line White Caltrans Std Detail 27B or 4&quot; Solid Line Yellow Caltrans Std Detail 24</td>
</tr>
<tr>
<td>4</td>
<td>6&quot; Solid Line White Caltrans Std Detail 27B or 6&quot; Solid Line Yellow Caltrans Std Detail 24</td>
</tr>
<tr>
<td>5</td>
<td>No Passing Zone – Two direction (No RPM) Caltrans Std Detail 21</td>
</tr>
<tr>
<td>6</td>
<td>No Passing Zone – Two direction with RPM Caltrans Std Detail 22</td>
</tr>
<tr>
<td>7</td>
<td>Bike Lane Line 6&quot; Solid Line Caltrans Std. Detail 39</td>
</tr>
<tr>
<td>8</td>
<td>8&quot; Solid Line Caltrans Std Detail 38A</td>
</tr>
<tr>
<td>9</td>
<td>8&quot; Solid Line with RPM Caltrans Std 38</td>
</tr>
<tr>
<td>10</td>
<td>Thermoplastic 12&quot; Solid Line, White or Yellow Crosswalk and Limit Line Caltrans Std Detail A24E</td>
</tr>
<tr>
<td>11</td>
<td>4&quot; Solid line w/ skip Yellow per Caltrans Std Detail 15</td>
</tr>
<tr>
<td>12</td>
<td>6&quot; Solid line w/ skip Yellow per Caltrans Std Detail 15</td>
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</table>

<table>
<thead>
<tr>
<th>UNIT OF MEASUREMENT</th>
<th>UNIT PRICE (FIGURES)</th>
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<tbody>
<tr>
<td>L.F.</td>
<td>$0.08</td>
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<tr>
<td>L.F.</td>
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<td>L.F.</td>
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<tr>
<td>L.F.</td>
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<tr>
<td>L.F.</td>
<td>$0.16</td>
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<td>L.F.</td>
<td>$0.20</td>
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<tr>
<td>ITEM NO.</td>
<td>DESCRIPTION OF ITEMS</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>13</td>
<td>4&quot; Solid line w/ skip Yellow and RPM Caltrans Std Detail 16</td>
</tr>
<tr>
<td>14</td>
<td>6&quot; Solid line w/ skip Yellow and RPM Caltrans Std Detail 16</td>
</tr>
<tr>
<td>15</td>
<td><strong>Thermoplastic</strong> Pavement Marking Words Caltrans Std A24D, A24E</td>
</tr>
<tr>
<td>16</td>
<td><strong>Thermoplastic</strong> Pavement Marking Symbols and Numerals Caltrans Std A24C</td>
</tr>
<tr>
<td>17</td>
<td><strong>Thermoplastic</strong> Pavement Marking Arrows Caltrans Std A24A, A24B</td>
</tr>
<tr>
<td>18</td>
<td>Trip charge for installation of thermoplastic or paint <strong>ONLY</strong> if less than negotiated minimum is requested of Contractor.</td>
</tr>
<tr>
<td>19</td>
<td>R&amp;R Type A or AY Non-Reflective Pavement Markers</td>
</tr>
<tr>
<td>20</td>
<td>R&amp;R Type C, D, G, or H Reflective Pavement Markers</td>
</tr>
<tr>
<td>21</td>
<td>Wet Sandblasting with Traffic Control and Clean-up</td>
</tr>
<tr>
<td>22</td>
<td>Grinding Legends, Letters, Numerals</td>
</tr>
<tr>
<td>23</td>
<td>Layout of Lines for New Striping</td>
</tr>
<tr>
<td>24</td>
<td>Layout of Lines for New Markings, Arrows, and Legends</td>
</tr>
<tr>
<td>25</td>
<td>Caltrans Std Detail 2 Per RSP A20A</td>
</tr>
<tr>
<td>26</td>
<td>Caltrans Std Detail 6 Per RSP A20A</td>
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<tr>
<td>27</td>
<td>Caltrans Std Detail 9 Per RSP A20A</td>
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<tr>
<td>28</td>
<td>Caltrans Std Detail 12 Per RSP A20A</td>
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<tr>
<td>29</td>
<td>Caltrans Std Detail 18 Per RSP A20A</td>
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<tr>
<td>30</td>
<td>Caltrans Std Detail 19 Per RSP A20A</td>
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<tr>
<td>31</td>
<td>Caltrans Std Detail 25 Per RSP A20B</td>
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<tr>
<td>32</td>
<td>Caltrans Std Detail 25A Per RSP A20B</td>
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<tr>
<td>33</td>
<td>Caltrans Std Detail 28 Per RSP A20B</td>
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<tr>
<td>34</td>
<td>Caltrans Std Detail 29 Per RSP A20B</td>
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<tr>
<td>35</td>
<td>Caltrans Std Detail 31 Per RSP A20B</td>
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<tr>
<td>36</td>
<td>Caltrans Std Detail 32 Per RSP A20B</td>
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<tr>
<td>ITEM NO.</td>
<td>DESCRIPTION OF ITEMS</td>
</tr>
<tr>
<td>---------</td>
<td>---------------------------------------</td>
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<tr>
<td>37</td>
<td>Caltrans Std Detail 37B Per RSP A20C</td>
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<tr>
<td>38</td>
<td>Caltrans Std Detail 37B (Mod) (No RPM's)</td>
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<td>39</td>
<td>Caltrans Std Detail 38B Per RSP A20D</td>
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<td>40</td>
<td>Caltrans Std Detail 39A Per RSP A20D</td>
</tr>
<tr>
<td>41</td>
<td>Caltrans Std Detail 40 Per RSP A20D</td>
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<tr>
<td>42</td>
<td>Caltrans Std Detail 41 Per RSP A20D</td>
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<tr>
<td>43</td>
<td>Pavement Marking Words (Paint)</td>
</tr>
<tr>
<td>44</td>
<td>Pavement Marking Symbols (Paint)</td>
</tr>
<tr>
<td>45</td>
<td>Pavement Marking Arrows (Paint)</td>
</tr>
</tbody>
</table>

END OF BID ITEMS
LABOR AND MATERIALS BOND
FOR ________________________________
PROJECT ________________________

KNOW ALL PERSONS BY THESE PRESENTS THAT:
WHEREAS, the City of Jurupa Valley has awarded to

________________________________________________________________________________________

[CONTRACTOR’S NAME AND ADDRESS]
Hereinafter called “Contractor,” a contract for the work described as follows:
______________________________, PROJECT ________________________, hereinafter called “Contract,” and
WHEREAS, said Contractor is required by the provisions of Section 9550 of the Civil Code to furnish a bond in connection with said Contract, as hereinafter set forth.

NOW, THEREFORE, WE, the undersigned Contractor, as Principal, and

________________________________________________________________________________________

[NAMES AND ADDRESS OF SURETY] 
duly authorized to transact business under the laws of the State of California, as Surety, hereinafter called “Surety,” are held and firmly bound unto the City of Jurupa Valley, California, and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid Contract and referred to in Division 4, Part 6, Title 3 of the Civil Code, in the penal sum of ___________________________ DOLLARS
and ____________ CENTS ($ ____________), lawful money of the United States, said sum being not less than one hundred (100%) of the estimated amount payable by the said City of Jurupa Valley under the terms of the Contract, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, or its heirs, executors, administrators, successors, and assigns, or subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, implements or machinery, used in, upon, for, or about the performance of the work under the Contract to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of Title 3 of Part 6 of Division 4 of the Civil Code, Public Work of Improvement, and its successor, and provided that the claimant shall have compiled with the provisions of said Civil Code, the Surety shall pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

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

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond, and shall also cover payment for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same.
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on ________________, 2019.

(Seal)

PRINCIPAL

By: __________________________
Name: 
Title: 

By: __________________________
Name: 
Title: 

SURETY

By: __________________________
Name: 
Title: 

By: __________________________
Name: 
Title: 

Attach Notarial Acknowledgement or Jurat for both the Surety and Principal Signatures

APPROVED AS TO FORM:

________________________________
Peter M. Thorson, City Attorney
STAFF REPORT

DATE: SEPTEMBER 19, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ALAN KREIMEIER, INTERIM CITY MANAGER

BY: TIM JONASSON, P.E., SENIOR MANAGER – DEVELOPMENT SERVICES & ECONOMIC DEVELOPMENT

SUBJECT: AGENDA ITEM NO. 16.A

PUBLIC HEARING REGARDING SUBMISSION OF THE 2018-2019 CDBG CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

RECOMMENDATION

1. That the City Council receive and file the 2018-2019 Consolidated Annual Performance and Evaluation Report (CAPER)

2. That the City Council adopt Resolution No. 2019-82, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING AND APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) AND AUTHORIZING SUBMISSION OF THE REPORT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BACKGROUND

As a Community Development Block Grant recipient, the City is required to submit annually a Consolidated Annual Performance Evaluation Report (“CAPER”) for the City’s Community Development Block Grant (“CDBG”) Program to the U.S. Department of Housing and Urban Development (“HUD”) to report the City’s progress and accomplishments utilizing CDBG funds. In Fiscal Year (“FY”) 2018-2019, the City received a CDBG grant totaling $1,189,419. The FY 2018-2019 CAPER summarizes how the funds assisted the City in advancing the goals and objectives outlined in its 2018-2022 Five-Year CDBG Consolidated Plan (“Consolidated Plan”).

Projects undertaken or completed in FY 2018-2019 include American’s with Disabilities Act (“ADA”) compliance improvements and Rubidoux Boulevard street pavement rehabilitation. Additional funds were expended for program administration, fair housing
services, and homelessness services. Approval of the CAPER carries no fiscal impact. Upon the City Council’s approval, City Staff will submit the CAPER to HUD by the September 28, 2019 deadline.

ANALYSIS

On July 7, 2018, the City Council adopted the City of Jurupa Valley’s first Five-Year Consolidated Plan (2018-2022), Annual Action Plan (2018-2019), and Citizen’s Participation Plan. The adoption of these planning documents represented the City’s first official actions to become an entitlement community under the CDBG program. Becoming an entitlement community enables the City to directly administer the federal funds provided through the CDBG program. Prior to the City receiving entitlement community status, the City was a sub-recipient of CDBG funds through an arrangement with the County of Riverside. CDBG is a formula grant allocated to local governments for the purpose of developing viable urban communities by providing or supporting decent housing and a suitable living environment, and expanding economic opportunities principally for persons of low and moderate-income. During fiscal year 2018-2019, the City received $1,189,419 in CDBG funds. These funds have been utilized for projects identified in the City’s FY 2018-2019 CDBG Annual Action Plan approved by the City Council on June 7, 2018 and amended on January 17, 2019.

Per HUD regulations, the City must submit a CAPER by September 28th of each year. The CAPER provides a progress report on the most recently completed fiscal year (i.e., 2018-2019). The report details how the prior year’s CDBG funds assisted the City in meeting the goals and objectives outlined in the 2018-2022 Consolidated Plan.

An overview of performance achievements and a summary of FY 2018-2019 revenue and expenditures reported in the CAPER is provided below.
Performance Achievements Summary

<table>
<thead>
<tr>
<th>Goal</th>
<th>CDBG Amount Expended</th>
<th>Unit of Measure</th>
<th>Expected 5 Yr. Strategic Plan</th>
<th>Actual 5 Yr. Strategic Plan</th>
<th>5 Yr. % Complete</th>
<th>Expected 18-19 FY</th>
<th>Actual 18-19 FY</th>
<th>18-19 % Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homeless Services</td>
<td>$67,383</td>
<td>Persons Assisted</td>
<td>150</td>
<td>58</td>
<td>38.67%</td>
<td>60</td>
<td>58</td>
<td>96.67%</td>
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<tr>
<td>Fair Housing Services</td>
<td>$22,085</td>
<td>Other</td>
<td>1,000</td>
<td>355</td>
<td>35.50%</td>
<td>200</td>
<td>355</td>
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<td>Housing Rehabilitation</td>
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<td>NA</td>
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<tr>
<td>Program Administration</td>
<td>$153,737</td>
<td>Other</td>
<td>5</td>
<td>1</td>
<td>20.00%</td>
<td>1</td>
<td>1</td>
<td>100.00%</td>
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<td>Public Facilities</td>
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<td>Persons Assisted</td>
<td>3,000</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
<td>0</td>
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<td>Public Infrastructure Improvements</td>
<td>$32,859</td>
<td>Persons Assisted</td>
<td>15,000</td>
<td>0</td>
<td>0.00%</td>
<td>5,235</td>
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<td>Services for Low- &amp; Moderate-Income Households</td>
<td>$0</td>
<td>Persons Assisted</td>
<td>1,500</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
<td>0</td>
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Summary of Revenue and Expenditures

<table>
<thead>
<tr>
<th>Project/Effort</th>
<th>Description</th>
<th>Allocation</th>
<th>18-19 Expenditure</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Administration</td>
<td>Fair housing services, GRC Associates consulting, creation of ConPlan, AAP, and Citizen Participation Plan, staff burden, and legal expenses</td>
<td>$217,020</td>
<td>$175,822</td>
<td>$41,198</td>
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<tr>
<td>Homeless Services</td>
<td>Agreement with Path of Life for homeless shelter space, outreach, and case management services</td>
<td>$75,000</td>
<td>$67,383</td>
<td>$7,617</td>
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<tr>
<td>Infrastructure Improvements</td>
<td>Install handicap accessible parking stalls on Mission Blvd., Rubidoux Blvd. Pavement rehabilitation between Mission Blvd. and Frontage Rd.</td>
<td>$897,399</td>
<td>$32,859</td>
<td>$864,540</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$1,189,419</strong></td>
<td><strong>$276,064</strong></td>
<td><strong>$913,355</strong></td>
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</table>

During the City’s first year operating as an entitlement community, the 2018 Federal budget was not approved by the U.S. Congress and the President until March 2018 - several months behind schedule. This created uncertainty and significant delays in the rollout of the City’s CDBG program. While not unusual, especially for communities that recently received entitlement status, the infrastructure portion of the FY 2018-2019 Annual Action Plan remains ongoing. The City expects to finalize all projects associated with the FY 2018-2019 annual action plan by January 2020.
The City recorded remaining balances in the areas of program administration ($41,198) and the agreement with Path of Life Ministries, Inc. ($7,617). These remaining balances, totaling $48,815, can be rolled over to the 2020-2021 program year and available for programming during the formulation of the 2020-2021 Annual Action Plan.

As required by HUD regulations, the City published a notice inviting public review of the CAPER and comments. The required 15-day review period began on September 3, 2019 and concluded on September 18, 2019. As of the writing of this report, the City had not received any public comments. City Staff will advise the City Council of any comments received subsequent to the preparation of this report.

FINANCIAL IMPACT

Acceptance of the CAPER and passage of Resolution No. 2019-82 carries no specific financial impact. CDBG program revenue and expenditure plans are identified in section 240.2400 of the City’s annual budget.

ALTERNATIVES

1. Do not adopt Resolution No. 2019-82 and authorize City Staff to submit the 2018-2019 CDBG Comprehensive Annual Performance Evaluation Report to HUD.
2. Provide alternate direction to staff.

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

Sean McGovern
Senior Management Analyst

Reviewed by:

Tim Jonasson, P.E.
Senior Manager – Development Services & Economic Development

Reviewed by:

Connie Cardenas
Deputy Director of Administrative Services

Reviewed by:

George A. Weitz
Deputy City Manager

Submitted by:

Alan Kreimeier
Interim City Manager

Approved as to form:

Peter Thorson
City Attorney

Attachments:

A. City Council Resolution No. 2019-82, approving the FY 2018-19 CAPER

B. Draft FY 2018-19 CAPER
RESOLUTION NO. 2019-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING AND APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) AND AUTHORIZING SUBMISSION OF THE REPORT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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

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

A. On July 20, 2017, the Federal Department of Housing and Urban Development (HUD) formally notified the City of Jurupa that it qualified as a potential Entitlement Community in accordance with the Federal laws and regulations related to the Community Development Block Grant (CDBG) program;

B. On July 7, 2018, the City Council of the City of Jurupa Valley adopted the City of Jurupa Valley’s first Consolidated Plan (2018-2022), Annual Action Plan (2018-2019), and Citizen’s Participation Plan in the development of the City’s CDBG program;

C. On May 2, 2019, the City Council of the City of Jurupa Valley adopted Resolution 2019-29, approving the 2019-2020 Annual Action Plan required by HUD to receive federal CDBG funds each year;

D. As a recipient of CDBG funds, the City is also required to prepare a Consolidated Annual Performance Evaluation Report (CAPER), in which the City reviews the success of the City in achieving the goals outlined in the 2018-2022 Five-Year Consolidated Plan and Annual Action Plan;

E. The City Council considered the CAPER for the 2018-2019 CDBG program year at a publicly noticed meeting on September 19, 2019, and the City Council considered all information related to this matter, including any information and comments provided during the public review period or at the public meeting.

Section 2. Adoption. The City Council hereby approves the CAPER for the 2018-2019 CDBG program year, which is attached as Exhibit A and incorporated herein by this reference.

Section 3. Public Input. The City Council hereby authorizes the City Manager or the City Manager’s duly authorized designee to insert a summary of public input provided during the meeting of September 19, 2019 into the CAPER for the 2018-2019 CDBG program year.
Section 4. Submission to HUD. The City Council hereby authorizes the City or the City Manager’s duly authorized designee to submit the CAPER for the 2018-2019 CDBG program year to HUD.

Section 5. Certification. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 19th day of September, 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. 2019-82 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on September 19, 2019 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, on this 19th day of September, 2019.

________________________________
Victoria Wasko, City Clerk       
City of Jurupa Valley
EXHIBIT A
City of Jurupa Valley
2018-2019
Consolidated Annual Performance & Evaluation Report

Draft 8-28-2018
Contents

CR-05 - Goals and Outcomes ............................................................................................................................. 1

CR-10 - Racial and Ethnic composition of families assisted .............................................................................. 4

CR-15 - Resources and Investments 91.520(a) .................................................................................................. 5

CR-20 - Affordable Housing 91.520(b) ............................................................................................................. 7

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c) ................................................. 9

CR-30 - Public Housing 91.220(h); 91.320(j) .................................................................................................. 11

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j) .......................................................................................... 12

CR-40 - Monitoring 91.220 and 91.230 ............................................................................................................ 15

CR-45 - CDBG 91.520(c) ............................................................................................................................... 16

Attachments

Attachment 1: PR03 - CDBG Activity Summary Report (GPR)

Attachment 2: PR26 - CDBG Financial Summary Report

Attachment 3: Impediments to Fair Housing Plan

Attachment 4: Public Notice and Summary of Public Comments
CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.
91.520(a)

The City of Jurupa Valley became a direct recipient of Community Development Block Grant (CDBG) funds in 2018. CDBG funds are awarded to the City by the U.S. Department of Housing and Urban Development (HUD). HUD’s objective for the CDBG program is to create viable communities by providing decent housing, a suitable living environment, and economic opportunities, principally for persons of low- and moderate-income.

To be eligible to receive CDBG funding, the City prepared the 2018-2022 Consolidated Plan. The Consolidated Plan is a multi-year strategic plan that identifies and prioritizes housing and community needs and establishes broad program goals to address these needs. The Consolidated Plan identified the following needs, programs, and corresponding five-year goals:

- Public Infrastructure improvements that benefit Low/Moderate Income persons: 5 Yr. Goal: assist 15,000 persons
- Public Facility improvements that benefit Low/Moderate Income persons: 5 Yr. Goal: assist 3,000 persons
- Single Family Housing Rehabilitation: 5 Yr. Goal: Rehabilitated 20 Housing Units
- Public Services that benefit Low/Moderate income persons: 5 Yr. Goal: assist 1,500 persons
- Fair Housing Services that benefit households: 5 Yr. Goal: assist 1,000 households
- Program Administration: 5 Yr. Goal: 5 years of administration
- Conserve the existing supply of affordable housing by supporting the provision of federal rental assistance vouchers and certificates administered by the Housing Authority of Riverside County.

A component of the Consolidated Plan is the Annual Action Plan. The Action Plan is a one-year expenditure plan for CDBG funds awarded to the City by HUD. The Action Plan identifies specific activities that will receive CDBG funding and sets accomplishment goals. The City Council approved the 2018-2019 Annual Action Plan on June 2018, which allocated $1,189,419 in CDBG funding for four activities; public infrastructure improvements, public services, and program administration (including fair housing services). In January 2019, the City Council approved an amendment to the 2018-2019 Annual Action Plan which reallocated a portion of CDBG funds for an additional activity.

The year-end performance report for the CDBG program is called the Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER has been prepared to assist the residents of Jurupa Valley and HUD in assessing the City’s use of CDBG funds, and how these expenditures have addressed the housing and community needs identified in the City’s 2018-2022 Consolidated Plan and the 2018-2019 Annual Action Plan. The CAPER will focus on annual goals and accomplishments for the period of July 1, 2018, through June 30, 2019 – the FY 2018-19 reporting period.
Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

<table>
<thead>
<tr>
<th>Goal</th>
<th>Category</th>
<th>Source / Amount</th>
<th>Indicator</th>
<th>Unit of Measure</th>
<th>5 Yr. Strategic Plan</th>
<th>5 Yr. Percent Complete</th>
<th>18-19 Program Year</th>
<th>18-19 Percent Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homeless Services</td>
<td>Homeless</td>
<td>CDBG: $67,383</td>
<td>Homeless Person Overnight Shelter</td>
<td>Persons Assisted</td>
<td>150</td>
<td>58</td>
<td>38.67%</td>
<td>60</td>
</tr>
<tr>
<td>Fair Housing Services</td>
<td>Non-Housing Community Development</td>
<td>CDBG: $22,085</td>
<td>Other</td>
<td>Other</td>
<td>1,000</td>
<td>355</td>
<td>35.50%</td>
<td>200</td>
</tr>
<tr>
<td>Housing Rehabilitation</td>
<td>Affordable Housing</td>
<td>CDBG: $0</td>
<td>Homeowner Housing Rehabilitated</td>
<td>Househol d Housing Unit</td>
<td>20</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td>Program Administration</td>
<td>Administration</td>
<td>CDBG: $153,737</td>
<td>Other</td>
<td>Other</td>
<td>5</td>
<td>1</td>
<td>20.00%</td>
<td>1</td>
</tr>
<tr>
<td>Public Facilities</td>
<td>Non-Housing Community Development</td>
<td>CDBG: $0</td>
<td>Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit</td>
<td>Persons Assisted</td>
<td>3,000</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td>Goal</td>
<td>Category</td>
<td>Source / Amount</td>
<td>Indicator</td>
<td>Unit of Measure</td>
<td>Expected 5 Yr. Strategic Plan</td>
<td>Actual 5 Yr. Strategic Plan</td>
<td>5 Yr. Percent Complete</td>
<td>Expected 18-19 Program Year</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>---------------------------------</td>
<td>-----------------</td>
<td>---------------------------------------------------------------------------</td>
<td>----------------</td>
<td>-----------------------------</td>
<td>-----------------------------</td>
<td>--------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Public Infrastructure Improvements</td>
<td>Non-Housing Community Development</td>
<td>CDBG: $32,859</td>
<td>Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit</td>
<td>Persons Assisted</td>
<td>15,000</td>
<td>0</td>
<td>0.00%</td>
<td>5,235</td>
</tr>
<tr>
<td>Services for Low- &amp; Moderate- Income Households</td>
<td>Non-Housing Community Development</td>
<td>CDBG: $0</td>
<td>Public service activities other than Low/Moderate Income Housing Benefit</td>
<td>Persons Assisted</td>
<td>1,500</td>
<td>0</td>
<td>0.00%</td>
<td>0</td>
</tr>
</tbody>
</table>

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Consistent with the Consolidated Plan, the City focused FY 2018-19 CDBG funds on capital improvement projects and resident services. As evident from the data in Table 1, the City met half of its one-year goals. Program administration was carried out as planned, and the Fair Housing Council of Riverside County (FHCRC) exceeded its planned goal.

Path of Life Ministries (POLM) provided an array of services for the City’s homeless and households at risk of homelessness. Services provided include homeless outreach and engagement, emergency shelter, and homelessness prevention assistance. POLM reports 58 individuals accessed shelter or were provided homelessness prevention assistance and support services – approximately 97 percent of their planned annual goal. CDBG funding was also allocated for two capital improvement projects. Due to permit issues with CalTrans, the Rubidoux Boulevard pavement rehabilitation project encountered delays. ADA improvements on Mission Boulevard also met a delayed start; however, a contract has been awarded, and construction is slated to begin in September 2019 with completion slated for December 2019.
As planned, the City did not utilize CDBG funds for housing programs during the 2018-19 reporting period; however, the City continued to support the efforts of the Housing Authority of Riverside County (HARC). HARC reports that it provided rental assistance to 359 lower income Jurupa Valley renter households during the reporting period. Detailed information regarding CDBG program accomplishments for the 2018-19 reporting period is provided in Attachment 1: PR03 – CDBG Activity Summary Report (GPR).
CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

<table>
<thead>
<tr>
<th></th>
<th>CDBG</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td>44</td>
</tr>
<tr>
<td>Black or African American</td>
<td>5</td>
</tr>
<tr>
<td>Asian</td>
<td>0</td>
</tr>
<tr>
<td>American Indian or Native</td>
<td>3</td>
</tr>
<tr>
<td>Native Hawaiian or Pacific Islander</td>
<td>6</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>58</strong></td>
</tr>
<tr>
<td>Hispanic</td>
<td>31</td>
</tr>
<tr>
<td>Not Hispanic</td>
<td>27</td>
</tr>
</tbody>
</table>

Table 2 – Table of assistance to racial and ethnic populations by source of funds

**Narrative**

According to the U.S. Census Bureau, the majority of Jurupa Valley residents are racially White – 54.0% per the 2013-2017 *American Community Survey 5-Year Estimates*. This same data source reports that 69.6% of the City’s population is Hispanic/Latino. Based on the data from Table 2, approximately 75.9% of CDBG-funded program participants are White, and roughly half are Hispanic/Latino (53.4%).

Since the only public service program funded during the reporting period was Path of Life Ministries, all individuals assisted were reported to have extremely low-income (less than 30% of the County median income). The Fair Housing Council reports that most of their program beneficiaries were low- and moderate-income (91.8%), and 43.9% Hispanic and 16.1% Black/African American. Homelessness aside, the limited data indicated that assisted households may be economically unstable and seek out services in the hope of stabilizing their financial situation. This finding is consistent with the the Consolidated Plan Needs Assessment which found that many lower income households are housing cost burdened, or severely housing cost burdened, i.e., households are spending more than 30% or 50% of their income on housing.
CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

<table>
<thead>
<tr>
<th>Source of Funds</th>
<th>Source</th>
<th>Resources Made Available</th>
<th>Amount Expended During Program Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDBG</td>
<td>CDBG</td>
<td>$1,189,419</td>
<td>$276,063</td>
</tr>
<tr>
<td>HOME *</td>
<td>HOME</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>HOPWA *</td>
<td>HOPWA</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>ESG *</td>
<td>ESG</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>General Fund</td>
<td>General Fund</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Section 8</td>
<td>Section 8</td>
<td>Not Available</td>
<td>Not Available</td>
</tr>
<tr>
<td>Other</td>
<td>Other</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

Table 3 - Resources Made Available

* The City is not a recipient of HOME, HOPWA or ESG funds. Section 8 is administered by HARC.

Narrative

The 2018-2019 Annual Action Plan allocated a total of $1,189,419 in CDBG funds for a variety of activities. The City did not receive any program income. As reported in Table 3, the City utilized over $276,000 in CDBG funds during the reporting period.

Identify the geographic distribution and location of investments

<table>
<thead>
<tr>
<th>Target Area</th>
<th>Planned Percentage of Allocation</th>
<th>Actual Percentage of Allocation</th>
<th>Narrative Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDBG Eligible Area</td>
<td>0</td>
<td>0</td>
<td>Funding for activities limited to CDBG-Eligible Census Tract Block Groups</td>
</tr>
<tr>
<td>Citywide</td>
<td>100</td>
<td>100</td>
<td>Funding for activities anywhere within the City Limits</td>
</tr>
</tbody>
</table>

Table 4 – Identify the geographic distribution and location of investments

Narrative

In general, the City utilized 2018-19 CDBG funding as anticipated. A detailed summary of these expenditures is provided as Attachment 2 (PR26 - CDBG Financial Summary Report).

Concerning the geographic expenditure of CDBG funds, CDBG-funded public services and fair housing were available on a citywide basis. Because all area residents with a mobility limitation or disability will benefit, ADA sidewalk improvements also provide a citywide benefit. Conversely, street pavement rehabilitation activity is limited to CDBG-eligible Census Tract Block Groups. As indicated above, both capital projects encountered delays; thus, respective expenditures are minimal.
Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

There is no match requirement for the CDBG program.

The City of Jurupa Valley plans to leverage CDBG funds to the greatest extent possible; however, during the 2018-19 reporting period, no additional funds were utilized to leverage CDBG resources.

The City conducted a detailed inventory of potential housing sites as part of the 2017 General Plan process. This study evaluated specific parcels, development constraints, and potential development capacity. The analysis indicates that 902 vacant parcels (or 2,432 vacant acres) in the City appear to be developable for housing. Additionally, parts of 73 other parcels appear to be developable (approximately 677 acres). No new development was initiated on any of these sites during the reporting period.
CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

<table>
<thead>
<tr>
<th>One-Year Goal</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Homeless households to be provided affordable housing units</td>
<td>0</td>
</tr>
<tr>
<td>Number of Non-Homeless households to be provided affordable housing units</td>
<td>0</td>
</tr>
<tr>
<td>Number of Special-Needs households to be provided affordable housing units</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>0</td>
</tr>
</tbody>
</table>

Table 5 – Number of Households

<table>
<thead>
<tr>
<th>One-Year Goal</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of households supported through Rental Assistance</td>
<td>0</td>
</tr>
<tr>
<td>Number of households supported through The Production of New Units</td>
<td>0</td>
</tr>
<tr>
<td>Number of households supported through Rehab of Existing Units</td>
<td>0</td>
</tr>
<tr>
<td>Number of households supported through Acquisition of Existing Units</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>0</td>
</tr>
</tbody>
</table>

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City did not utilize CDBG funds to undertake any housing activity during the 2018-19 reporting period. Per the Consolidated Plan, the City will consider implementing a housing rehabilitation program in 2019.

With respect to rental assistance, The City has no control over the allocation of housing assistance vouchers or certificates within the City. The federal rental assistance program is administered in Jurupa Valley by HARC. HARC reports that 359 Jurupa Valley households received federal rental assistance vouchers or certificates during the 2018-19 reporting period.
Discuss how these outcomes will impact future annual action plans.

As indicated above, no housing activity was undertaking during the City’s inaugural year as a CDBG entitlement community; however, a home improvement grant program is under development for the 2019-2020 program year.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

<table>
<thead>
<tr>
<th>Number of Households Served</th>
<th>CDBG Actual</th>
<th>HOME Actual *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extremely Low-income</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Low-income</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Moderate-income</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

* The City is not a recipient of HOME funds.

**Table 7 – Number of Households Served**

Narrative Information

Table 7 reflects the fact that the City did not fund any housing activity during the 2018-19 reporting period. HARC reports that 359 Jurupa Valley extremely low-income and very low-income renter households received rental assistance during the 2018-19 report period.

The City is not a recipient of HOME funds.
CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction’s progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City allocated CDBG funds for homeless outreach services during the 2018-19 report period. Path of Life Ministries (POLM) reports it had encounters (contacts) with 165 unique homeless individuals in Jurupa Valley during the 2018-19 reporting period. Eventually 53 of these individuals were engaged for additional services.

Addressing the emergency shelter and transitional housing needs of homeless persons

CDBG funds were allocated during the 2018-19 reporting period for homeless shelter resources. POLM reports it provided emergency shelter and support services for 23 individuals. Per the City’s contract with POLM, on a nightly basis two emergency shelter beds are reserved for homeless individuals from Jurupa Valley. No funding was allocated for transitional housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

CDBG funds were allocated during the 2018-19 report period for emergency shelter, but none for transitional housing. As previously indicted, POLM provided emergency shelter and support services to 23 Jurupa Valley residents.

City staff (and POLM) also participate in the regional Continuum of Care (CoC) planning process, including the development of the regional plan to end homelessness, and the regional discharge plan, which aims to prevent individuals leaving institutions, hospitals, etc., from becoming homeless. HARC reports it utilized federal rental assistance vouchers and certificates to assist 28 households that were homeless at the time of admission into the rental assistance program. HARC also reports that it provided rental assistance to 18 homeless veteran households with Veterans Affairs Supportive Housing (VASH) vouchers.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals...
and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

CDBG funds were allocated to POLM during the 2018-19 report period for homelessness prevention assistance. Thirty-five Jurupa Valley residents benefited from these resources. Furthermore, as reported above, 28 homeless households benefitted from Continuum of Care Program Permanent Supportive Housing Certificates, and 18 homeless veteran households benefitted from VASH vouchers.
CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Jurupa Valley does not own or manage public housing.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable.

Actions taken to provide assistance to troubled PHAs

Not applicable.
CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The 2018-2019 Annual Action Plan indicated that the City would address barriers to affordable housing by providing an array of incentives to “facilitate the production of housing for all income levels.” Among these incentives are modifications to development standards, reduced development fees, expedited permit processing, and direct financial assistance from in-lieu Inclusionary Housing Program (IHP) fees. No projects were underway during the reporting period that utilized these incentives.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The 2018-2019 Action Plan indicates the City will encourage and support HARC’s efforts to obtain additional rental assistance funding, especially for senior, disabled, and low-income households as a means to address the needs of underserved residents. During the reporting period, HARC assisted 258 senior households and 164 disabled households (including 139 senior households) with rental assistance. Additionally, the CDBG-funded public facility improvements initiated during the year will provide barrier-free accessibility for individuals with disabilities and mobility limitations by installing ADA compliant sidewalk ramps and parking stalls. The FHCRC helped to ensure households can access the secure, safe, and decent housing that they desire and can afford, without regard to their race, color, religion, gender, national origin, familial status, disability, age, source of income or other characteristics protected by laws.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

A significant percentage of the City’s housing stock was constructed before 1980 and may contain lead-based paint hazards. The City will ensure that information is available to community residents regarding the health impacts of lead-based hazards, especially for young children. As the City develops its housing rehabilitation program, HUD’s regulations regarding lead-based paint hazards will be incorporated into program policies and procedures.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

According to the U.S. Census Bureau, approximately 16.0% of Jurupa Valley residents have incomes below the poverty level. This population includes approximately, 13.8% of City residents age 65 and older, and 23.2% of children under the age of 18.[1] The Consolidated Plan and Annual Action Plan indicated that the City would support the services listed below to help reduce the number of families living in poverty:

- As previously indicated, the City did not assist lower income homeowners rehabilitate their primary residence – a program will be implemented during the 2019-20 report period; however,
HARC provided rental assistance to 359 renter households during the reporting period including 258 senior and 25 disabled renter households.

- Shelter services were provided to 23 homeless Jurupa Valley by POLM. POLM also provided homeless outreach and engagement services, and rent/utility assistance to prevent homelessness.
- Fair housing services were provided to 355 households to help ensure access to safe and decent housing free of discrimination.


**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

During FY 2018-19, the City solicited the input of local service providers via a community workshop to discuss community needs and future funding opportunities. The City also assisted the HARC to implement its Five-year Public Housing Authority (PHA) Plan for the provision of rental assistance vouchers and certificates. The City also engaged neighboring HUD-grantee communities to explore and participate in regional planning and program initiatives.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The City of Jurupa Valley does not operate public housing; HARC provides rental assistance in the community. Federal legislation requires that the Housing Authority prepare five-year and one-year plans that highlight its mission, goals, and objectives as it relates to public and assisted housing programs. The City reviewed the Authority’s plans and provided HARC the opportunity to review and consult with the City regarding its Consolidated Plan and related documents. The goal of this cross-consultation is to provide consistent and coordinated housing services for City residents.

During the year, the City also initiated steps to develop working relationships with local nonprofits. As the City began to expand its CDBG program to provide public service grant funding, it coordinated efforts with nonprofit partners to ascertain local needs and to promote the efficient and effective use of limited public resources.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

Consolidated Plan regulations require CDBG recipients to (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; and (5) comply with the non-discrimination requirements of the Fair Housing Act. HUD encourages jurisdictions to consult with one another and initiate metropolitan-wide
fair housing planning. The *Analysis of Impediments (AI) to Fair Housing Choice* is the primary document utilized for this purpose.

Before attaining “CDBG Entitlement Community” status, the City participated in the CDBG program under the umbrella of the County of Riverside. To address housing impediments, the City has contracted with the Fair Housing Council of Riverside County to provide fair housing outreach, education, and enforcement services. Actions taken by the City (and its fair housing service provider) to address fair housing impediments during FY 2018-19 are summarized in Attachment 3.
CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

As the City completes its inaugural year as a CDBG Entitlement Community, it has drafted program policies and procedures. These policies/procedures include an obligation to conduct monitoring of eventual subrecipients. The purpose of such monitoring is to provide program staff with the information necessary to verify the accuracy of data supplied by subrecipients, ensure that subrecipients are carrying out individual activities as described in their contracts, and to ensure that appropriate accounting and record keeping maintained by subrecipients as it relates to the use of CDBG funds. Each grant year will begin with subrecipient training to discuss the following topics: 1) review the CDBG program goals, objectives and subrecipient obligations; 2) review the content of the subrecipient agreements; and, 3) review regulations related to the CDBG program that impact subrecipients in the implementation of their programs. During the fiscal year, subrecipients will submit quarterly accomplishment reports. Quarterly invoices must be accompanied with documentation to support the reimbursement requests. The City will conduct monitoring on a biennial basis. Program staff will also work closely with City departments to ensure CDBG program regulations and other federal requirements are implemented during the reporting period.

The City made every effort to comply with all CDBG and Consolidated Plan regulations. The City’s Citizen Participation Plan ensures that community input is considered before the submission of a substantial amendment or an annual update to HUD. It also provides residents with the opportunity to review and comment on annual performance. Construction, professional service, and subrecipient agreements have been prepared to ensure compliance with applicable federal regulations. Additionally, the City has implemented an open procurement process that encourages bidding from minority and women-owned businesses.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

To encourage resident participation in the City’s CDBG program, the City published a notice in the Press Enterprise on September 3, 2019, announcing a 15-day public comment period and public hearing for the 2018-2019 CAPER. The CAPER was made available for public review and comment from September 4, 2019, through September 18, 2019, at Jurupa Valley City Hall and two county libraries located within the City. The City Council held a hearing to obtain additional public comments on September 19, 2019. A copy of this notice and a summary of written comments is provided as Attachment 4.
CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City Council approved a substantial amendment to the 2018-2019 Annual Action Plan on January 17, 2019. The amendment reallocated $690,000 in CDBG funding from ADA Street Improvements to a new activity - Rubidoux Blvd. Pavement Rehabilitation.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable.
**U.S. Department of Housing and Urban Development**  
**Office of Community Planning and Development**  
**Integrated Disbursement and Information System**  
**CDBG Activity Summary Report (GPR) for Program Year 2018**  
**JURUPA VALLEY**

**PMG Year:** 2018  
**Project:** 0005 - CDBG Program Administration  
**IDIS Activity:** 10 - CDBG Admin

**Status:** Open  
**Location:**

**Objective:**  
**Outcome:**

**Matrix Code:** General Program Administration (21A)  
**National Objective:**

**Initial Funding Date:** 10/11/2018  
**Description:**  
CDBG program oversight and coordination.

**Financing**

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<th>Funded Amount</th>
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<th>Drawn Thru Program Year</th>
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<td>$153,736.75</td>
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**Proposed Accomplishments**

**Actual Accomplishments**

**Number assisted:**

- **Owner**
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  - Black/African American: 0  
  - Asian: 0  
  - American Indian/Alaskan Native: 0  
  - Native Hawaiian/Other Pacific Islander: 0  
  - American Indian/Alaskan Native & White: 0  
  - Asian White: 0  
  - Black/African American & White: 0  
  - American Indian/Alaskan Native & Black/African American: 0  
  - Other multi-racial: 0  
  - Asian/Pacific Islander: 0  
  - Hispanic: 0  

- **Renter**
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  - Asian: 0  
  - American Indian/Alaskan Native: 0  
  - Native Hawaiian/Other Pacific Islander: 0  
  - American Indian/Alaskan Native & White: 0  
  - Asian White: 0  
  - Black/African American & White: 0  
  - American Indian/Alaskan Native & Black/African American: 0  
  - Other multi-racial: 0  
  - Asian/Pacific Islander: 0  
  - Hispanic: 0  

- **Total**
  - Owner: 0  
  - Renter: 0  
  - Person: 0

**Female-headed Households:** 0

**Income Category:**

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**Attachment 1**
### Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.
CDBG Activity Summary Report (GPR) for Program Year 2018

JURUPA VALLEY

PGM Year: 2018
Project: 0004 - Fair Housing Council of Riverside County
IDIS Activity: 11 - Fair Housing Services

Status: Open
Location: ,

Objective: National Objective:
Matrix Code: Fair Housing Activities (subject to 20% Admin Cap) (21D)

Initial Funding Date: 10/11/2018

Description:
CDBG funds used to provide fair housing services including outreach, education and enforcement.
The Fair Housing Council of Riverside County (FHCRC) provided services these services to Jurupa Valley residents.
A total of 355 households were assisted during the 18-19 report period.
Over 91% of households served were low- and moderate-income.
Approximately 44% were Hispanic/Latino and 16% Black/African American.
FHCRC received 21 housing discrimination allegations during the year.
The majority of complaints alleged discrimination based on a disability (17).
Other complaint were based on age, sex, race, and familial status.
All cases were resolved by education or counseling.
Landlord/Tenant complaints were primarily based on unit repairs, lease terms and notices.
The activity is complete.

Financing

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| Proposed Accomplishments

| Actual Accomplishments

Number assisted:

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Other multi-racial: 0 0
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Hispanic: 0 0
Total: 0 0 0 0 0 0 0 0

Female-headed Households: 0

Income Category:

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Percent Low/Mod

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.
PGM Year: 2018
Project: 0002 - Homeless Services
IDIS Activity: 12 - Path of Life Homeless Services

Status: Open
Location: 8930 Limonite Ave  Jurupa Valley, CA  92509-5019

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Operating Costs of Homeless/AIDS Patients Programs (03T)
National Objective: LMC

Initial Funding Date: 10/11/2018

Description:
CDBG funds to provide an array of homeless services.

Financing

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Proposed Accomplishments

People (General): 60

Actual Accomplishments

Number assisted:

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<tr>
<td>Female-headed Households:</td>
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</table>
U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2018  
JURUPA VALLEY

### Income Category:

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Percent Low/Mod: 100.0%

### Annual Accomplishments

**Years** | **Accomplishment Narrative** | **# Benefitting**
---|---|---
2018 | During the report Path of Life Ministries (POLM) provided an array of services to address homeless issues in the City. Significant resources were used to encounter and engage the homeless. During the reporting period 165 unique encounters (contacts) were made by POLM staff. Eventually 53 individuals were engaged for services. Some individuals eventually agreed to enter housing (23) during the reporting period, and rental assistance to 35 individuals during the 18-19 reporting period. Demographic data is provided for individuals assisted a with emergency shelter and homelessness prevention assistance (58 individuals). The activity is complete. |
### JURUPA VALLEY

**U.S. Department of Housing and Urban Development**  
**Office of Community Planning and Development**  
**Integrated Disbursement and Information System**  
**CDBG Activity Summary Report (GPR) for Program Year 2018**

**JURUPA VALLEY**

**PGM Year:** 2018  
**Project:** 0003 - ADA Improvements  
**IDIS Activity:** 13 - ADA Improvements

**Status:** Open  
**Location:** 8930 Limonite Ave, Jurupa Valley, CA 92509-5019

**Description:**  
ADA improvements between Mission Blvd between Valley and Crestmore.

**Financing**

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<th>Fund Type</th>
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<th>Drawn In Program Year</th>
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**Proposed Accomplishments**  
**People (General):** 3,000

**Actual Accomplishments**

**Number assisted:**

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**Female-headed Households**: 0
Income Category:

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Percent Low/Mod: 0%

Annual Accomplishments

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<tr>
<td>2018</td>
<td>CDBG funds to install handicapped accessible parking stalls on Mission Blvd between Mission Blvd between Valley and Crestmore. Project design began in January 2019 after a lengthy RFP process. Design work was completed in June 2019. The project is scheduled to go to bid in July 2019 with the contract awarded in September 2019 and the project completed by November 2019.</td>
</tr>
</tbody>
</table>
JURUPA VALLEY

PJM Year: 2018
Project: 0006 - Rubidoux Street Improvements
IDIS Activity: 14 - Rubidoux Street Improvements

Status: Open
Location: 8930 Limonite Ave  Jurupa Valley, CA  92509-5019

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)
National Objective: LMA

Initial Funding Date: 08/17/2019
Description:
Rehabilitate approximately asphalt concrete and roadway base as necessary.

Financing

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>Grant Year</th>
<th>Grant</th>
<th>Funded Amount</th>
<th>Drawn In Program Year</th>
<th>Drawn Thru Program Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDBG</td>
<td>EN</td>
<td>2018</td>
<td>B18MC060607</td>
<td>$690,000.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>Total</td>
<td></td>
<td></td>
<td>$690,000.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Proposed Accomplishments

- People (General) : 5,250
- Total Population in Service Area: 5,155
- Census Tract Percent Low / Mod: 56.74

Annual Accomplishments

<table>
<thead>
<tr>
<th>Years</th>
<th>Accomplishment Narrative</th>
<th># Benefitting</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>CDBG funds allocated to undertake street pavement rehabilitation. Design for the project was initiated in July 2018 and was completed in July 2018; however, the City encountered a right-of-way issue with CalTrans which required the City and the contractor to obtain permits from CalTrans. Due to various issues, as of the end of the 18-19 reporting period, CalTrans has not issue the permit. It expected that the permit may be issued in August 2019. Once the permit is obtained, construction can begin and will take approximately 30 working days to complete.</td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>--------------</td>
<td></td>
</tr>
<tr>
<td>Total Funded Amount:</td>
<td>$1,189,419.00</td>
<td></td>
</tr>
<tr>
<td>Total Drawn Thru Program Year:</td>
<td>$276,063.37</td>
<td></td>
</tr>
<tr>
<td>Total Drawn In Program Year:</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>
### PART I: SUMMARY OF CDBG RESOURCES

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Unexpended CDBG Funds at End of Previous Program Year</td>
<td>0.00</td>
</tr>
<tr>
<td>02</td>
<td>Entitlement Grant</td>
<td>1,189,419.00</td>
</tr>
<tr>
<td>03</td>
<td>Surplus Urban Renewal</td>
<td>0.00</td>
</tr>
<tr>
<td>04</td>
<td>Section 108 Guaranteed Loan Funds</td>
<td>0.00</td>
</tr>
<tr>
<td>05</td>
<td>Current Year Program Income</td>
<td>0.00</td>
</tr>
<tr>
<td>05a</td>
<td>Current Year Section 108 Program Income (for SI Type)</td>
<td>0.00</td>
</tr>
<tr>
<td>06</td>
<td>Funds Returned to the Line-of-Credit</td>
<td>0.00</td>
</tr>
<tr>
<td>06a</td>
<td>Funds Returned to the Local CDBG Account</td>
<td>0.00</td>
</tr>
<tr>
<td>07</td>
<td>Adjustment to Compute Total Available</td>
<td>0.00</td>
</tr>
<tr>
<td>08</td>
<td>Total Available (Sum, Lines 01-07)</td>
<td>1,189,419.00</td>
</tr>
</tbody>
</table>

### PART II: SUMMARY OF CDBG EXPENDITURES

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>09</td>
<td>Disbursements Other Than Section 108 Repayments and Planning/Administration</td>
<td>100,241.69</td>
</tr>
<tr>
<td>10</td>
<td>Adjustment to Compute Total Amount Subject to Low/Mod Benefit</td>
<td>0.00</td>
</tr>
<tr>
<td>11</td>
<td>Amount Subject to Low/Mod Benefit (Line 09 + Line 10)</td>
<td>100,241.69</td>
</tr>
<tr>
<td>12</td>
<td>Disbursed in IDIS for Planning/Administration</td>
<td>175,821.68</td>
</tr>
<tr>
<td>13</td>
<td>Disbursed in IDIS for Section 108 Repayments</td>
<td>0.00</td>
</tr>
<tr>
<td>14</td>
<td>Adjustment to Compute Total Expenditures</td>
<td>0.00</td>
</tr>
<tr>
<td>15</td>
<td>Total Expenditures (Sum, Lines 11-14)</td>
<td>276,063.37</td>
</tr>
<tr>
<td>16</td>
<td>Unexpended Balance (Line 08 - Line 15)</td>
<td>913,355.63</td>
</tr>
</tbody>
</table>

### PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>Expended for Low/Mod Housing in Special Areas</td>
<td>0.00</td>
</tr>
<tr>
<td>18</td>
<td>Expended for Low/Mod Multi-Unit Housing</td>
<td>0.00</td>
</tr>
<tr>
<td>19</td>
<td>Disbursed for Other Low/Mod Activities</td>
<td>100,241.69</td>
</tr>
<tr>
<td>20</td>
<td>Adjustment to Compute Total Low/Mod Credit</td>
<td>0.00</td>
</tr>
<tr>
<td>21</td>
<td>Total Low/Mod Credit (Sum, Lines 17-20)</td>
<td>100,241.69</td>
</tr>
<tr>
<td>22</td>
<td>Percent Low/Mod Credit (Line 21/Line 11)</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

### LOW/ MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>Program Years (PY) Covered in Certification</td>
<td>PY: PY: PY:</td>
</tr>
<tr>
<td>24</td>
<td>Cumulative Net Expenditures Subject to Low/Mod Benefit Calculation</td>
<td>0.00</td>
</tr>
<tr>
<td>25</td>
<td>Cumulative Expenditures Benefiting Low/Mod Persons</td>
<td>0.00</td>
</tr>
<tr>
<td>26</td>
<td>Percent Benefit to Low/Mod Persons (Line 25/Line 24)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

### PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>Disbursed in IDIS for Public Services</td>
<td>67,382.94</td>
</tr>
<tr>
<td>28</td>
<td>PS Unliquidated Obligations at End of Current Program Year</td>
<td>0.00</td>
</tr>
<tr>
<td>29</td>
<td>PS Unliquidated Obligations at End of Previous Program Year</td>
<td>0.00</td>
</tr>
<tr>
<td>30</td>
<td>Adjustment to Compute Total PS Obligations</td>
<td>0.00</td>
</tr>
<tr>
<td>31</td>
<td>Total PS Obligations (Line 27 + Line 28 - Line 29 + Line 30)</td>
<td>67,382.94</td>
</tr>
<tr>
<td>32</td>
<td>Entitlement Grant</td>
<td>1,189,419.00</td>
</tr>
<tr>
<td>33</td>
<td>Prior Year Program Income</td>
<td>0.00</td>
</tr>
<tr>
<td>34</td>
<td>Adjustment to Compute Total Subject to PS Cap</td>
<td>0.00</td>
</tr>
<tr>
<td>35</td>
<td>Total Subject to PS Cap (Sum, Lines 32-34)</td>
<td>1,189,419.00</td>
</tr>
<tr>
<td>36</td>
<td>Percent Funds Obligated for PS Activities (Line 31/Line 35)</td>
<td>5.67%</td>
</tr>
</tbody>
</table>

### PART V: PLANNING AND ADMINISTRATION (PA) CAP

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>37</td>
<td>Disbursed in IDIS for Planning/Administration</td>
<td>175,821.68</td>
</tr>
<tr>
<td>38</td>
<td>PA Unliquidated Obligations at End of Current Program Year</td>
<td>0.00</td>
</tr>
<tr>
<td>39</td>
<td>PA Unliquidated Obligations at End of Previous Program Year</td>
<td>0.00</td>
</tr>
<tr>
<td>40</td>
<td>Adjustment to Compute Total PA Obligations</td>
<td>0.00</td>
</tr>
<tr>
<td>41</td>
<td>Total PA Obligations (Line 37 + Line 38 + Line 39 + Line 40)</td>
<td>175,821.68</td>
</tr>
<tr>
<td>42</td>
<td>Entitlement Grant</td>
<td>1,189,419.00</td>
</tr>
<tr>
<td>43</td>
<td>Current Year Program Income</td>
<td>0.00</td>
</tr>
<tr>
<td>44</td>
<td>Adjustment to Compute Total Subject to PA Cap</td>
<td>0.00</td>
</tr>
<tr>
<td>45</td>
<td>Total Subject to PA Cap (Sum, Lines 42-44)</td>
<td>1,189,419.00</td>
</tr>
<tr>
<td>46</td>
<td>Percent Funds Obligated for PA Activities (Line 41/Line 45)</td>
<td>14.78%</td>
</tr>
</tbody>
</table>
**LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17**

Report returned no data.

**LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18**

Report returned no data.

**LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19**

<table>
<thead>
<tr>
<th>Plan Year</th>
<th>IDIS Project</th>
<th>IDIS Activity</th>
<th>Voucher Number</th>
<th>Activity Name</th>
<th>Matrix Code</th>
<th>National Objective</th>
<th>Drawn Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>3</td>
<td>13</td>
<td>6274418</td>
<td>ADA Improvements</td>
<td>03L</td>
<td>LMC</td>
<td>$28,254.00</td>
</tr>
<tr>
<td>2018</td>
<td>3</td>
<td>13</td>
<td>6300955</td>
<td>ADA Improvements</td>
<td>03L</td>
<td>LMC</td>
<td>$4,604.75</td>
</tr>
<tr>
<td>2018</td>
<td>2</td>
<td>12</td>
<td>6274418</td>
<td>Path of Life Homeless Services</td>
<td>03T</td>
<td>LMC</td>
<td>$32,932.01</td>
</tr>
<tr>
<td>2018</td>
<td>2</td>
<td>12</td>
<td>6300955</td>
<td>Path of Life Homeless Services</td>
<td>03T</td>
<td>LMC</td>
<td>$34,450.93</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$67,382.94</strong></td>
</tr>
</tbody>
</table>

**LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27**

<table>
<thead>
<tr>
<th>Plan Year</th>
<th>IDIS Project</th>
<th>IDIS Activity</th>
<th>Voucher Number</th>
<th>Activity Name</th>
<th>Matrix Code</th>
<th>National Objective</th>
<th>Drawn Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>2</td>
<td>12</td>
<td>6274418</td>
<td>Path of Life Homeless Services</td>
<td>03T</td>
<td>LMC</td>
<td>$32,932.01</td>
</tr>
<tr>
<td>2018</td>
<td>2</td>
<td>12</td>
<td>6300955</td>
<td>Path of Life Homeless Services</td>
<td>03T</td>
<td>LMC</td>
<td>$34,450.93</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$67,382.94</strong></td>
</tr>
</tbody>
</table>

**LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37**

<table>
<thead>
<tr>
<th>Plan Year</th>
<th>IDIS Project</th>
<th>IDIS Activity</th>
<th>Voucher Number</th>
<th>Activity Name</th>
<th>Matrix Code</th>
<th>National Objective</th>
<th>Drawn Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>5</td>
<td>10</td>
<td>6198781</td>
<td>CDBG Admin</td>
<td>21A</td>
<td></td>
<td><strong>$6,360.00</strong></td>
</tr>
<tr>
<td>2018</td>
<td>5</td>
<td>10</td>
<td>6274418</td>
<td>CDBG Admin</td>
<td>21A</td>
<td></td>
<td><strong>$120,147.11</strong></td>
</tr>
<tr>
<td>2018</td>
<td>5</td>
<td>10</td>
<td>6300955</td>
<td>CDBG Admin</td>
<td>21A</td>
<td></td>
<td><strong>$27,229.64</strong></td>
</tr>
<tr>
<td>2018</td>
<td>4</td>
<td>11</td>
<td>6274418</td>
<td>Fair Housing Services</td>
<td>21D</td>
<td></td>
<td><strong>$153,736.75</strong></td>
</tr>
<tr>
<td>2018</td>
<td>4</td>
<td>11</td>
<td>6300955</td>
<td>Fair Housing Services</td>
<td>21D</td>
<td></td>
<td><strong>$22,084.93</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$175,821.68</strong></td>
</tr>
</tbody>
</table>
The following paragraphs present findings regarding the extent of impediments to fair housing choice within Riverside County, along with recommendations for mitigating these impediments.

Based on the impediment revealed in the FHCRC Audit, the following recommendations are suggested for Riverside County to continue the alleviation of impediments to fair housing:

- Audits should be conducted periodically to determine the nature, extent, and changes to housing discrimination throughout Riverside County. These audits should focus on all protected classes under California law.

  **2018-19 ACTION:** The City contracted with the FHCRC to provide fair housing outreach, education, and enforcement services. Scope of service provides for support of audits.

- Specific audits should be conducted on the new interpretations of the Unruh Act, which now covers gender identity and gender expression under the protected class of sex. Individuals who fall into these categories deserve the full protection of the law, but it is likely that many housing providers are discriminating on these protected bases.

  **2018-19 ACTION:** The City contracted with the FHCRC to provide fair housing outreach, education, and enforcement services. Scope of service provides for support of audits.

- Further audits should be conducted based on disability. The topic of service and companion animals is still confusing for many housing providers, who continue to tell individuals that they cannot have a service or companion animal because of a “no pets” policy. This type of policy is blatantly discriminatory under Fair Housing laws, and further education and outreach are also needed to inform housing providers of the applicable law.

  **2018-19 ACTION:** The City contracted with the FHCRC to provide fair housing outreach, education, and enforcement services. Scope of service provides for support of audits.

- To ensure that all potential renters are treated the same, owners of rental property should be encouraged to provide written documentation to all applicants. This documentation should include a listing of all available housing and also include standardized information on the terms and conditions of the rental process, such as income qualifications, down payments, and other fees or expenses.

  **2018-19 ACTION:** The City contracted with the FHCRC to provide fair housing outreach, education, and enforcement services. Scope of service provides for support of recommendation.

- Provide workshops to the general public on the topics of budgeting and credit issues. Such workshops will increase the general public’s financial education and improve their living conditions.
Workshops may also help to boost the overall economy, as it is beneficial for the county when more individuals and families are in a stronger financial situation.

2018-19 ACTION: The City contracted with the FHCRC to provide fair housing outreach, education, and enforcement services. Scope of service provides for support of workshops and other fair housing educational activities.

- Provide local non-profits with support to market their services, as these services are critical to the sustained success of the community. If individuals have more awareness regarding the free services made available by local non-profits, they are more likely to take advantage of those services. In turn, when these free services are taken advantage of, it will benefit those individuals directly and also will benefit the community as a whole.

2018-19 ACTION: The City contracted with the FHCRC to provide fair housing outreach, education, and enforcement services. Scope of service provides for support of workshops and other fair housing educational activities.

- To help all individuals understand and respect the diversity of cultures in Riverside County, more education, training, and outreach on Fair Housing laws and cultural sensitivity should be provided to tenants, managers, owners, and apartment owner associations.

2018-19 ACTION: The City contracted with the FHCRC to provide fair housing outreach, education, and enforcement services. The contract scope of service provides support for tenant, landlord, owner and manager training and workshops.

- Develop and expand an educational program for housing providers, community organizations, and the general public regarding housing discrimination, Fair Housing laws, and the options available for individuals who have been the victims of discrimination.

2018-19 ACTION: The City contracted with the FHCRC to provide fair housing outreach, education, and enforcement services. Scope of service provides for support of workshops and other fair housing educational activities.

- Continue homebuyer educational programs and ongoing education for participants in First- Time Homebuyer Programs, such as the program that FHCRC offers to the public.

2018-19 ACTION: The City contracted with the FHCRC to provide fair housing outreach, education, and enforcement services; however, the City does not offer homebuyer assistance.
PUBLIC NOTICE OF 15-DAY PUBLIC COMMENT PERIOD AND PUBLIC HEARING TO BE HELD BY THE CITY OF JURUPA VALLEY REGARDING SUBMISSION OF THE 2018-2019 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

NOTICE IS HEREBY GIVEN that the City of Jurupa Valley City Council will hold a public hearing and public comment period regarding the approval and submission of the City’s 2018-2019 Consolidated Annual Performance Report (CAPER) for expenditures of Community Development Block Grant (CDBG) funds.

The City of Jurupa Valley is a recipient of CDBG funds, awarded to the City by the U. S. Department of Housing and Urban Development (HUD). In order to receive CDBG funds, the City is required to prepare a multi-year strategic plan known as the Consolidated Plan. Subsequently, at the beginning of each year, the City prepares a one-year expenditure plan outlining the planned use of CDBG funds. At the conclusion of the fiscal year, the City must prepare a year-end performance report known as the Consolidated Annual Performance and Evaluation Report (CAPER). The 2018-2019 CAPER covers the period of July 1, 2018, through June 30, 2019, and provides a summary of activities undertaken with CDBG funds during the report period.

15-Day Public Comment Period
The required 15-day public comment period for the 2018-2019 CAPER will commence September 4, 2019 and will end September 18, 2019. The draft document will be available for public review at the following locations Monday through Friday, 8 AM to 5 PM:
- Jurupa Valley City Hall – 8930 Limonite Avenue
- Riverside County Library Louis Rubidoux Branch - 5840 Mission Blvd.
- Riverside County Library Glen Avon Branch - 9244 Galena St.

The draft CAPER will also be posted on the City’s website (www.jurupavalley.org/CDBG). Written comments regarding the draft CAPER may be submitted to the attention of Sean McGovern at the City Hall address. All written comments must be received by the City no later than 12 PM September 18, 2019.

Public Hearing
The City is also required to hold a public hearing to obtain additional public comments regarding the 2018-2019 CAPER. The City of Jurupa Valley City Council will hold a public hearing on Thursday, September 19, 2019, for this purpose. The hearing will be held in the City Council Chambers. The City Council meeting will be held at 7 PM or soon thereafter. For additional information regarding the hearing (including reasonable requests for special accommodations for persons with disabilities), please contact Sean McGovern at (951) 332-6464 Ext. 249.

The agenda report for this item will be available on or before Monday, September 16, 2019 on the City’s website at www.jurupavalley.org. Additionally, a copy of the report may be obtained at City Hall during normal business hours, Monday through Friday, 8 AM – 5 PM It is recommended that you contact City Hall to ensure a copy of the report is available for distribution. For further information you may wish to call City Hall at (951) 332-6464.

If you wish to challenge the City’s decision in court, the challenge will be limited only to those issues you or someone else raised at the public hearing, prior to the public hearing, or in written correspondence delivered to the City Clerk’s Department, prior to, the public hearing described in this notice.

Sean McGovern, Senior Management Analyst

Publish: Press Enterprise, September 3, 2019
SUMMARY OF PUBLIC COMMENTS

15-DAY PUBLIC REVIEW AND COMMENT PERIOD
To be provided at the conclusion of the comment period.

PUBLIC HEARING
To be provided at the conclusion of the public hearing.
STAFF REPORT

DATE: SEPTEMBER 19, 2019
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ALAN KREIMEIER, CITY MANAGER
      STEVE R. LORISO, P.E., CITY ENGINEER / DIRECTOR OF PUBLIC WORKS
SUBJECT: AGENDA ITEM NO. 16.B

PUBLIC HEARING TO CONSIDER CALLING A SPECIAL ELECTION; DECLARING THE RESULTS OF THE ELECTION; AND APPROVING FORMATION AND LEVY OF SPECIAL TAXES FOR CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-002 (EMERALD RIDGE) GENERALLY LOCATED NORTH AND WEST OF AVALON STREET AND EAST OF CANAL STREET

RECOMMENDATION:

1) That the City Council open the public hearing and take testimony, if any.

2) Following the public hearing, staff recommends that the City Council adopt Resolution No. 2019-83, entitled:

RESOLUTION OF FORMATION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, TO ESTABLISH CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-002 (EMERALD RIDGE), TO ESTABLISH AN APPROPRIATIONS LIMIT THEREFOR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN, AND TO SUBMIT THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT AND THE LEVY OF SPECIAL TAXES TO THE QUALIFIED ELECTORS THEREOF; AND

3) That the City Council adopt Resolution No. 2019-84, entitled:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, CALLING A SPECIAL ELECTION AND SUBMITTING TO THE QUALIFIED ELECTORS OF CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-002 (EMERALD RIDGE) PROPOSITIONS REGARDING THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT AND
THE ANNUAL LEVY OF A SPECIAL TAX WITHIN THE COMMUNITY FACILITIES DISTRICT; AND

4) That the City Council adopt Resolution No. 2019-85, entitled:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, DECLARING THE RESULTS OF A SPECIAL ELECTION IN CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-0002 (EMERALD RIDGE) AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN; AND

5) That the City Council waive full reading, read by title only and introduce Ordinance No. 2019-14, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-002 (EMERALD RIDGE) AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN

BACKGROUND

On August 15, 2019 the City Council took the first step in the process of forming CFD 2019-002 (Emerald Ridge (“CFD No. 2019-002”), composed of Tract 37640. At that time the City Council approved a Resolution of Intention, Resolution No. 2019-70, to form CFD No. 2019-002 and to authorize the levy of a special tax. At that meeting the City Council set September 19, 2019 as the date for the public hearing.

The State Legislature enacted the Mello-Roos Act of 1982 (the “Act”) to assist public agencies in financing certain public services. The developer, Signature homes USA, requested that the City assist them in forming a district in order to cover the costs associated with the maintenance of public improvements within the proposed project area which is projected to include 215 residential lots. The CFD was formed in order to cover costs including:

- Energy charges, operation, maintenance, and administrative costs of streetlights located on Avalon Street and 30th Street;
- Maintenance of landscape and all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, sidewalks, monuments, lights, electricity, and related repair, replacement and inspection; all located within the public right-of-way;
- Maintenance, administration and inspections of stormwater facilities and BMPs including open space area drains, catch basins, open space areas, and any other NPDES/WQMP/BMP related devices within the public right-of-way;
- Litter and graffiti removal on walls and other amenities, plus normal painting as required within CFD boundaries on Avalon Street;
And all other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement, and levy and collect the special tax to fund these services.

ANALYSIS

The proposed CFD will have a Maximum Special Tax in the amount of $132 per taxable unit per year for single family residential units, and a Maximum Special Tax of $1,153 per year per acre for Multi-family and Non-Residential property. These rates will increase based on the percentage increase in the Consumer Price Index with a maximum annual increase of 6% and a minimum annual increase of 2% of the Maximum Special Tax in effect in the previous fiscal year. The owner, Jurupa Valley, LLC., has filed a petition representing their willingness to move forward.

OTHER INFORMATION

- City Council initiated proceedings for the annexation on August 15, 2019.

FINANCIAL IMPACT

The individual property owners are responsible for the annual payments of special taxes. The City will file the annual special tax with the County Auditor-Controller. The property owners have posted a deposit with their application to form CFD No. 2019-002, in order to cover City costs incurred in connection with the formation. Approval of the actions set forth in this staff report do not in any way commit the City to any financial contribution or liability by CFD No. 2019-002. The City’s cost to administer CFD No. 2019-002 annually will be reimbursed through the special taxes charged to property owners.

The revenue from this special tax will be deposited into a fund for CFD No. 2019-002 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 alternative direction to staff.
Prepared by:

[Signature]

Carolina Fernandez, E.I.T.
Assistant Engineer

Reviewed by:

[Signature]

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

Reviewed by:

[Signature]

Connie Cardenas
Interim Director of Administrative Services

Submitted by:

[Signature]

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

Reviewed by:

[Signature]

Peter M. Thorson
City Attorney

Reviewed by:

[Signature]

Alan Kreimeier
Interim City Manager

Attachments

1. Resolution Authorizing Formation
2. Resolution Calling a Special Election
3. Resolution Declaring Election Results
4. CFD 2019-002 (Emerald Ridge) Report
5. Ordinance Authorizing the Levy of a Special Tax
RESOLUTION NO. 2019-83

A RESOLUTION OF FORMATION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, TO ESTABLISH CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-002 (EMERALD RIDGE), TO ESTABLISH AN APPROPRIATIONS LIMIT THEREFOR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN, AND TO SUBMIT THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT AND THE LEVY OF SPECIAL TAXES TO THE QUALIFIED ELECTORS THEREOF

WHEREAS, on August 15, 2019, the City Council adopted a resolution entitled “A Resolution of Intention of the City Council of the City of Jurupa Valley to Establish City of Jurupa Valley Community Facilities District No. 2019-002 (EMERALD RIDGE) and to authorize the Levy of a Special Tax within City of Jurupa Valley Community Facilities District No. 2019-002 (EMERALD RIDGE)” (the “Resolution of Intention”), stating its intention to form Community Facilities District No. 2019-002 (EMERALD RIDGE) (the “CFD”), of the City pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”) to finance certain services to serve the CFD (the “Services”);

WHEREAS, the Resolution of Intention, setting forth a description of the proposed boundaries of the CFD, Services to be financed by the CFD, including incidental expenses, and the rate and method of apportionment (the “Rate and Method”) of the special tax (the “Special Tax”) to be levied within the CFD to pay for the Services, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein;

WHEREAS, the Resolution of Intention set September 19, 2019 at 7:00 p.m., or as soon thereafter as practical, as the date for a public hearing on the establishment of the CFD, the extent of the CFD, the furnishing of the Services within the CFD, and the proposed Rate and Method;

WHEREAS, on this date, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD;

WHEREAS, at the hearing all interested persons desiring to be heard for or against the establishment of the CFD, the extent of the CFD, the furnishing of the Services and the Rate and Method were heard and a full and fair hearing was held;

WHEREAS, at the hearing evidence was presented to this Council on such matters before it, including a special report (the “CFD Report”) as to the Services to be provided through the CFD and the costs thereof, a copy of which is on file with the City Clerk, and this Council, at the conclusion of said hearing, is fully advised in the premises;

WHEREAS, written protests with respect to the formation of the CFD, the furnishing of specified types of services and the Rate and Method have not been filed with the City Clerk by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or
property owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the proposed special taxes; and

WHEREAS, the Special Tax proposed to be levied in the CFD to pay for the proposed services has not been eliminated by protest by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or the owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the special taxes.

WHEREAS, City Staff reviewed the proposed CFD formation and determined that forming the CFD and financing the Services, as described in Section 7 of this Resolution, does not constitute a project for purposes of the California Environmental Quality Act, commencing with Section 21000 of the California Public Resources Code and the California Environmental Quality Act Guidelines, Article 5 of Chapter 3 of Division 6 of Title 14 of the California Code of Regulations, (collectively “CEQA”). CEQA Guidelines Section 15378 specifically state that the term “project” for CEQA purposes does not include “continuing administrative or maintenance activities” or “the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.” (CEQA Guidelines §§ 15378 (b)(2) and (b)(4).)

WHEREAS, the CFD is intended to fund street lights, landscaping, stormwater facilities and BMP’s, litter and graffiti removal on soundwalls and other amenities, plus normal painting as required within the CFD, all other services necessary or useful for, or in connection with, the foregoing, including building a reserve fund for replacement and incidental expenses thereto, which constitute administrative and maintenance functions of the City. Further, establishment of a revenue stream to fund ongoing services does not involve commitment to any specific project that would have a potentially significant impact on the environment because the funds would not be used to construct new or expand existing facilities.

WHEREAS, in addition to the foregoing, because the project is a financing mechanism to fund ongoing administrative and maintenance operations, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and therefore is exempt from CEQA’s provisions. (CEQA Guidelines §15061(b)(3).)

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

1. Recitals Correct. The foregoing recitals are true and correct.

2. Public Hearing. On this date, pursuant to notice thereof duly given as provided by law, the City Council held a public hearing with respect to the establishment of the CFD and the annual levying of the Special Tax within the CFD to pay for the Services.

3. No Majority Protest. The proposed Special Tax to be levied within the CFD has not been precluded by majority protest pursuant to section 53324 of the Act.
4. **Prior Proceedings Valid.** All prior proceedings taken by this City Council in connection with the establishment of the CFD and the levy of the Special Tax have been duly considered and are hereby found and determined to be valid and in conformity with the Act.

5. **Name of the District.** The community facilities district designated “City of Jurupa Valley Community Facilities District No. 2019-002 (EMERALD RIDGE)” of the City is hereby established pursuant to the Act.

6. **Boundaries of the District.** The Resolution of Intention provides the boundaries of the territory proposed for inclusion in the CFD, as set forth in the map of the CFD heretofore recorded in the Riverside County Recorder’s Office on September, 2019, in Book xx at Page xx as Instrument No. xxx of Maps of Assessment and Community Facilities Districts.

7. **Description of Services.** The Services proposed to be financed by the CFD and pursuant to the Act shall consist of those items shown in Exhibit “A” hereto and by this reference incorporated herein.

8. **Special Tax.**

   a. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a Special Tax sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the CFD, is intended to be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes or in such other manner as may be prescribed by this Council.

   b. The proposed Rate and Method, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, is shown in Exhibit “B” attached hereto and hereby incorporated herein.

9. **Report.** The CFD Report is hereby approved and is made a part of the record of the public hearing regarding the formation of the CFD, and is ordered to be kept on file with the City Clerk as part of the transcript of these proceedings.

10. **Responsible Official.** The Finance Director of the City of Jurupa Valley, located at City Hall, 8930 Limonite Ave, Jurupa Valley, CA 92509, telephone number (951) 332-6464, is the officer of the City who will be responsible for preparing annually a current roll of the levy of the Special Tax obligations by assessor’s parcel number and who will be responsible for estimating future levies of the Special Tax.

11. **Tax Lien.** Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the Special Tax by the CFD ceases.
12. Description of Voting Procedures. The voting procedures to be followed in conducting the special election (the “Special Election”) on the proposition of the annual levy of the Special Tax and on the proposition to establish an appropriations limit for the CFD, if the CFD is established, shall be as follows:

a. If at least 12 persons have been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the public or protest hearing (the “protest hearing”), the vote in the Special Election shall be by the registered voters of the CFD with each voter having one vote. In that event, the Special Election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the Act and pursuant to the provisions of the California Elections Code governing elections of cities, insofar as they may be applicable, and pursuant to said Section 53326 the ballots for the Special Election shall be distributed to the qualified electors of the CFD by mail with return postage prepaid or by personal service, and the Special Election shall be conducted as a mail ballot election.

b. If 12 persons have not been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the protest hearing, the vote in the Special Election is to be by the landowners of the CFD, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns within the CFD and the Special Election shall be conducted by the City Clerk pursuant Section 53326 of the Act as follows:

   (i) The Special Election shall be held on the earliest date, following the adoption by the City Council of this Resolution and a resolution calling the Special Election, to submit to the qualified electors of the CFD the propositions with respect to: (i) the levy of Special Tax to finance the Services and (ii) the establishment of an appropriations limit for the CFD.

   (ii) Pursuant to said Section 53326, the Special Election may be held earlier than 90 days following the close of the protest hearing if the qualified electors of the CFD waive the time limits for conducting the elections set forth in said Section 53326 by unanimous written consent and the Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

   (iii) Pursuant to said Section 53326, ballots for the Special Election shall be distributed to the qualified electors by the Clerk by mail with return postage prepaid, or by personal service.

   (iv) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, the City Clerk shall mail (or deliver) to each qualified elector an official ballot and shall also mail to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of this Resolution and the exhibits.
hereto; provided, however, that analysis and arguments regarding the ballot measure may be waived with the unanimous consent of all the landowners, and in such event a finding regarding such waivers shall be made in the resolution adopted by the City Council calling the Special Election.

(v) The official ballot to be mailed (or delivered) by the Clerk to each landowner shall have printed or typed thereon the name of the landowner and the number of votes to be voted by the landowner and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner is other than a natural person, that he or she is an officer of or other person affiliated with the landowner entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner, that in voting such official ballot it was his or her intent, as well as the intent of the landowner, to vote all votes to which the landowner is entitled based on its land ownership on the propositions set forth in the official ballot as marked thereon in the voting square opposite each such proposition, and further certifying as to the acreage of the landowner's land ownership within the CFD.

(vi) The return identification envelope delivered by the Clerk to each landowner shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the Clerk.

(vii) The instruction to voter form to be mailed by the Clerk to the landowners shall inform them that the official ballots shall be returned to the Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted no later than 7:00 p.m. on the date of the Special Election, or immediately after the Resolution Calling the Special Election is adopted.

(viii) Upon receipt of the return identification envelopes, which are returned prior to the voting deadline on the date of the Special Election, the Clerk shall canvass the votes cast in the Special Election, and shall file a statement with the City Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

13. Exempt Property. Except as provided in Section 53340.1 of the Act and except for properties that a local agency is a landowner of within the meaning of subdivision (f) of Section 53317 of the Act, pursuant to Section 53340 of the Act, properties of entities of the state, federal
and local governments shall be exempt from the levy of the Special Tax. Reference is hereby made to the Rate and Method for a description of other properties or entities that are expressly exempted from the levy of the Special Tax.

14. Appropriations Limit. An appropriations limit for the CFD is hereby established, subject to voter approval, as an amount equal to all the proceeds of the Special Tax collected annually within such CFD and as defined by Article XIIIB of the California Constitution, as adjusted for changes in the cost of living and changes in population.

15. Special Tax Accountability Measures. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the City Council hereby establishes the following accountability measures pertaining to the levy by the CFD of the Special Tax described in Section 8 above:

   a. The Special Tax shall be levied for the specific purposes set forth in Section 7 hereof.

   b. The proceeds of the levy of the Special Tax shall be applied only to the specific purposes set forth in Section 7 hereof.

   c. The CFD shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.

   d. The City Manager, or his or her designee, acting for and on behalf of the CFD, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

16. CEQA. The City Council hereby finds that the CFD formation involves creation of a funding mechanism for certain ongoing service and maintenance activities that do not have any potential for significantly impacting the environment. Further, the City Council hereby finds that it can be seen with certainty that the proposed financing mechanism and services funded thereby have no possibility of resulting in a significant effect on the environment. Therefore, the City Council, in its independent judgment, finds that the project is exempt from CEQA, and hereby directs City Staff to prepare and file a Notice of Exemption with the County Clerk within five days of adoption of this Resolution pursuant to Section 21152 of the California Public Resources Code and Section 15062 of the CEQA Guidelines.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 19th day of September, 2019.

__________________________________
Brian Berkson
Mayor
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. 2019-83 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on September 19, 2019 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, on this 19th day of September, 2019.

Victoria Wasko, City Clerk
City of Jurupa Valley
EXHIBIT A

CITY OF JURUPA VALLEY
COMMUNITY FACILITIES DISTRICT NO. 2019-002
(EMERALD RIDGE)

DESCRIPTION OF SERVICES

Authorized Services shall be the following:

- Streetlights maintenance including energy charges, operation, maintenance, and administrative costs of streetlights located on Avalon Street and 30th Street, and identified on the City approved Street Light Plans for Avalon Street – Canal Street – 30TH Street Tract No. 37640, by WestLAND Group, Inc., 2019.

- The maintenance of landscape and all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, sidewalks, monuments, lights, electricity, and related repair, replacement and inspection; as identified on the City approved CFD Landscape Plans for Emerald Ridge South Tract No. 37640, by Salt Landscape Architects, 2019.

- The maintenance, administration and inspections of stormwater facilities and BMPs including open space area drains, catch basins, open space areas, and any other NPDES/WQMP/BMP related devices; located within the public right-of-way.

- Litter and graffiti removal on soundwalls and other amenities, plus normal painting as required within CFD boundaries on Avalon Street.

- All other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement.
EXHIBIT B

CITY OF JURUPA VALLEY
COMMUNITY FACILITIES DISTRICT NO. 2019-002
(EMERALD RIDGE)

RATE AND METHOD OF APPORTIONMENT

[please see attached]
A Special Tax (all capitalized terms are defined in Section A., “Definitions, below) shall be applicable to each Parcel of Taxable Property located within the boundaries of Community Facilities District No. 2019-002 (Emerald Ridge). The amount of Special Tax to be levied on a Parcel in each Fiscal Year, commencing in Fiscal Year 2020-2021, shall be determined by the City Council of the City of Jurupa Valley, acting in its capacity as the legislative body of the CFD by applying the appropriate Special Tax as set forth in Sections B., C., and D., below. All of the real property within the CFD, unless exempted by law or by the provisions of Section E. below, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Acre or Acreage” means the land area of a Parcel as indicated on the most recent Assessor’s Parcel Map, or if the land area is not shown on the Assessor’s Parcel Map, the land area shown on the applicable Final Map, condominium plan, or other recorded County map or the land area calculated to the reasonable satisfaction of the Administrator using the boundaries set forth on such map or plan. The square footage of a Parcel is equal to the Acreage of such Parcel multiplied by 43,560.


“Administrative Expenses” means all actual or reasonably estimated costs and expenses of the CFD that are chargeable or allocable to carry out its duties as the Administrator of the CFD as allowed by the Act, which shall include without limitation, all costs and expenses arising out of or resulting from the annual levy and collection of the Special Tax (whether by the City or designee thereof or both), any litigation or appeal involving the CFD, and other administrative expenses of the City or designee thereof, or both, directly related to the CFD. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD for attorney’s fees and other costs related to commencing and pursuing to completion any foreclosure as a result of delinquent Special Taxes.

“Administrator” means an official of the City, or designee thereof, responsible for determining the annual amount of the levy and collection of the Special Taxes.

“Approved Property” means all Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) that have not been issued a Building Permit prior to the April 1st preceding the Fiscal Year in which the Special Tax is being levied.
“Assessor” means the Assessor of the County.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating Parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means the number assigned to a lot or Parcel for purposes of identification as determined from an Assessor Parcel Map or the applicable assessment roll.

“Base Year” means the Fiscal Year ending June 30, 2021.

“Boundary Map” means a recorded map of the CFD which indicates by a boundary line the extent of the territory identified to be subject to the levy of Special Taxes.

"Building Permit" means the first legal document issued by a local agency giving official permission for new construction. For purposes of this definition, "Building Permit" shall not include any subsequent Building Permits issued or changed after the first issuance.

“CFD” means Community Facilities District No. 2019-002 (Emerald Ridge) of the City of Jurupa Valley.

“City” means the City of Jurupa Valley, California.

“Consumer Price Index” means the Consumer Price Index published by the U.S. Bureau of Labor Statistic for “All Urban Consumers” in the Riverside-San Bernardino-Ontario Area, measured as of the month of April in the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the Administrator that is reasonably comparable to the Consumer Price Index for the Riverside-San Bernardino-Ontario Area.

“Council” means the City Council of the City acting as the legislative body of the CFD.

“County” means the County of Riverside, California.

“Developed Property” means all Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit for new construction has been issued prior to April 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Dwelling Unit” or “(D/U)” means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator.

“Exempt Property” means any Parcel which is exempt from Special Taxes pursuant to Section E., below.
“Final Map” means a subdivision of property by recordation of an Assessor’s Parcel Map or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which Building Permits may be issued without further subdivision.

“Fiscal Year” means the 12 month period starting on July 1 of any calendar year and ending the following June 30.

“Land Use Class” means any of the classes listed in Table 1 of Section C. below.

“Maximum Special Tax” means for each Parcel in each Fiscal Year, the greatest amount of Special Tax, determined in accordance with Section C., below, which may be levied on such Parcel in such Fiscal Year.

“Multifamily Residential Property” means all Parcels of Developed Property that consists of a building or buildings comprised of attached Dwelling Units available for rental by the general public, not for sale to an end user, and under common management.

“Non-Residential Property” means all Parcels of Developed Property for which a Building Permit was issued, permitting the construction of one or more non-residential structures.

“Parcel(s)” means a lot or parcel within the CFD shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number valid as of July 1st for the Fiscal Year for which the Special Tax is being levied.

“Property Owner’s Association Property” means all Parcels which have been conveyed, dedicated to, or irrevocably offered for dedication to a property owner association, including any master or sub-association, prior to April 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Proportionately” means for Parcels of Taxable Property that are (i) Developed Property, that the ratio of the actual Special Tax levy to Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property, Public Property or Property Owner’s Association Property, that the ratios of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Parcels of Undeveloped Property, Public Property and Property Owner’s Association Property.

“Public Property” means all Parcels which, as of April 1st preceding the Fiscal Year in which the Special Tax is being levied, are (i) used for rights-of-way or any other purpose and is owned by, dedicated to, or irrevocably offered for dedication to the federal government, the State, the County, City or any other public agency, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or
(ii) encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Residential Property” means all Parcels of Developed Property for which a Building Permit has been issued permitting the construction of one or more residential Dwelling Units.

“Single Family Property” means all Parcels of Residential Property, other than Multifamily Residential Property.

“Special Tax” means the special tax to be levied in each Fiscal Year on each Parcel of Taxable Property in accordance with Section D to fund the Special Tax Requirement.

“Special Tax Requirement” means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Special Tax Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax Reserve Fund in an amount equal to the lesser of (a) 20% of the Special Tax Reserve Fund Requirement or (b) the amount needed to fund the Special Tax Reserve Fund up to the Special Tax Reserve Fund Requirement, (iii) pay Administrative Expenses; (iv) pay for the actual or anticipated shortfall due to Special Tax delinquencies in the current or prior Fiscal Year; and (v) less a credit for funds available to reduce the annual Special Tax levy as determined by the Administrator.

“Special Tax Reserve Fund” means a fund to be used for capital replacement and maintenance costs related to the Special Tax Services.

“Special Tax Reserve Fund Requirement” means an amount up to 150% of the anticipated annual cost of Special Tax Services of $42,341 for the Base Year. The Special Tax Reserve Fund Requirement shall be increased annually, commencing July 1, 2020, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the amount in effect in the previous Fiscal Year.

“Special Tax Services” means: (i) Streetlights maintenance including energy charges, operation, maintenance, and administrative costs of streetlights located on Avalon Street and 30th Street, and identified on the City approved Street Light Plans for Avalon Street – Canal Street – 30TH Street Tract No. 37640, by WestLAND Group, Inc., 2019; (ii) the maintenance of landscape and all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, sidewalks, monuments, lights, electricity, and related repair, replacement and inspection; as identified on the City approved CFD Landscape Plans for Emerald Ridge South Tract No. 37640, by Salt Landscape Architects, 2019; (iii) The maintenance, administration and inspections of stormwater facilities and BMPs including open space area drains, catch basins, open space areas, and any other NPDES/WQMP/BMP related devices; (iv) litter and graffiti removal on soundwalls and other amenities, plus normal painting as required within CFD boundaries on Avalon Street; and (v) all other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement. Inspection is inclusive of scheduling, travel time, visual inspection process
and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services.

“**State**  means the State of California.

“**Taxable Property**  means all Parcels within the boundary of the CFD pursuant to the Boundary Map which are not exempt from the Special Tax pursuant to Section E., below.

“**Taxable Unit**  means either a Dwelling Unit or an Acre, as shown in Table 1.

“**Undeveloped Property**  means all Parcels of Taxable Property not classified as Developed Property, Approved Property, Public Property or Property Owner’s Association Property.

**B. ASSIGNMENT TO LAND USE CLASS**

Each Fiscal Year, commencing with Fiscal Year 2020-2021, all Parcels of Taxable Property shall be classified as either Developed Property, Approved Property, Undeveloped Property, Public Property or Property Owner’s Association Property, and subject to the levy of Special Taxes in accordance with this Rate and Method of Apportionment as determined pursuant to Sections C. and D.

Parcels of Developed Property shall further be classified as Residential Property or Non-Residential Property. Parcels of Residential Property shall further be classified as Single Family Property or Multifamily Residential Property.

**C. MAXIMUM SPECIAL TAX RATES**

1. Developed Property

The Maximum Special Tax that may be levied and escalated, as explained further in Section C.1. (a) below, in any Fiscal Year for each Parcel classified as Developed Property shall be determined by reference to Table 1, below.
TABLE 1
Maximum Special Tax Rates for Developed Property for Fiscal Year 2020-2021

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Description</th>
<th>Taxable Unit</th>
<th>Maximum Special Tax per Taxable Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Single Family Residential Property</td>
<td>D/U</td>
<td>$132.00</td>
</tr>
<tr>
<td>2</td>
<td>Multifamily Residential Property</td>
<td>Acre</td>
<td>$132.00</td>
</tr>
<tr>
<td>3</td>
<td>Non-Residential Property</td>
<td>Acre</td>
<td>$1,153.00</td>
</tr>
</tbody>
</table>

(a) Increase in the Maximum Special Tax

On each July 1, following the Base Year, the Maximum Special Tax, identified in Table 1, above, shall be increased annually, commencing July 1, 2021, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the Maximum Special Tax in effect in the previous Fiscal Year.

(b) Multiple Land Use Classes

In some instances, a Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax that may be levied on such Parcel shall be the sum of the Maximum Special Tax that can be levied for each Land Use Class located on that Parcel. For a Parcel that contains more than one Land Use Class, the Acreage of such Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Parcel. The Administrator’s allocation to each Land Use Class shall be final.

2. Approved Property

The Maximum Special Tax for each Parcel of Approved Property shall be equal to the product of the applicable Undeveloped Property Maximum Special Tax per Acre times the Acreage of such Parcel; provided, however, for a Parcel of Approved Property that is expected to become Single Family Property as reasonably determined by the Administrator based on the Final Map for such Parcel, the Maximum Special Tax for such Parcel of Approved Property shall be calculated pursuant to Section C.1 as if such Parcel were already designated as Single Family Property.

The Maximum Special Tax for Approved Property shall be increased annually, commencing July 1, 2021, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the corresponding Maximum Special Tax in effect in the previous Fiscal Year.
3. Undeveloped Property

The Maximum Special Tax that may be levied and escalated for each Parcel classified as Undeveloped Property shall be $1,153 per Acre.

The Maximum Special Tax for Undeveloped Property shall be increased annually, commencing July 1, 2021, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the corresponding Maximum Special Tax in effect in the previous Fiscal Year.

4. Public Property and/or Property Owner’s Association Property

The Maximum Special Tax that may be levied and escalated for each Parcel classified as Public Property and/or Property Owner’s Association Property shall be $0.00 per Acre. **There shall be no levy on Public Property and/or Property Owner’s Association Property.**

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2020-2021 and for each following Fiscal Year, the Administrator shall levy the Special Tax on all Taxable Property until the amount of Special Tax equals the Special Tax Requirement in accordance with the following steps:

**First:** The Special Tax shall be levied Proportionately on each Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax as needed to satisfy the Special Tax Requirement;

**Second:** If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax for Approved Property.

**Third:** If additional moneys are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property at up to 100% of the applicable Maximum Special Tax for Undeveloped Property.

Notwithstanding the above, under no circumstances will the Special Taxes levied in any Fiscal Year against any Parcel of Residential Property for which a Certificate of Occupancy has been issued be increased by more than ten percent (10%) as a result of a delinquency in the payment of the Special Tax applicable to any other Parcel above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default.

E. EXEMPTIONS
The CFD shall not levy Special Taxes on Public Property and Property Owner’s Association Property within the CFD.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes and shall be subject to the same penalties, the same procedure, sale and lien priority in the case of delinquency; provided, however, that the Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD, and provided further that the CFD may covenant to foreclose and may actually foreclose on Parcels having delinquent Special Taxes as permitted by the Act.

G. APPEALS

Any taxpayer may file a written appeal of the Special Tax on his/her Parcel(s) with the Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes must be paid on or before the payment due date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The Administrator shall review the appeal, meet with the appellant if the Administrator deems necessary, and advise the appellant of its determination. If the Administrator agrees with the appellant, the Administrator shall grant a credit to eliminate or reduce future Special Taxes on the appellant’s Parcel(s). No refunds of previously paid Special Taxes shall be made.

The Administrator shall interpret this Rate and Method of Apportionment and make determinations relative to the annual levy and administration of the Special Tax and any taxpayer who appeals, as herein specified.

H. TERM OF THE SPECIAL TAX

The Special Tax shall be levied annually in perpetuity unless terminated earlier by the City.
RESOLUTION NO. 2019-84


WHEREAS, on September 19, 2019, the City Council (the “City Council”) of the City of Jurupa Valley (the “City”) held a public hearing (the “Public Hearing”) on the establishment of Community Facilities District No. 2019-002 (Emerald Ridge) (the “District”); and

WHEREAS, following the Public Hearing, the City Council adopted a resolution entitled “Resolution of Formation of the City Council of the City of Jurupa Valley to Establish City of Jurupa Valley Community Facilities District No. 2019-002 (Emerald Ridge), to Establish an Appropriations Limit therefore, to Authorize the Levy of a Special Tax therein, and to Submit the Establishment of an Appropriations Limit and the Levy of a Special Tax to the Qualified Electors Thereof” (the “Resolution of Formation”) ordering the formation of the District, and subject to approval of the qualified electors of the District, authorizing the levy of a special tax (the “Special Tax”) on property within the District and establishing an appropriations limit for the District, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the California Government Code (the “Act”); and

WHEREAS, pursuant to the Resolution of Formation, the propositions relating to the levy of the Special Tax and the establishment of an appropriations limit will be submitted to the qualified electors of the District as required by the Act; and

WHEREAS, the City Clerk has advised the City Council that she has received a statement from the Registrar of Voters of the County of Riverside that no persons are registered to vote in the territory of the District; and

WHEREAS, the City Clerk has advised the City Council that she has received a Consent and Waiver from each and every landowner within the District, pursuant to which the each landowner has expressly waived certain requirements related to the conduct of the election;

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

SECTION 1. Recitals. The above recitals are all true and correct.

SECTION 2. Call of Election. The City Council hereby calls and schedules a special election for September 19, 2019, to consider the proposition described in Section 3 below.
SECTION 3. Proposition.

a. Pursuant to Sections 53325.7, 53326 and 53353.5 of the Act, the proposition relating to the levy of the Special Tax and the proposition relating to the establishment of the appropriations limit shall be combined into one ballot proposition and shall be submitted to the qualified electors of the District as required by the Act.

b. If the combined proposition for the levy of the Special Tax and the establishment of the appropriations limit receives the approval of more than two-thirds of the votes cast on the proposition, the Special Tax may be levied and the appropriations limit may be established as provided for in the Resolution of Formation.

c. The amount, method of collection and purpose of the Special Tax are specified in the Resolution of Formation, on file in the office of the City Clerk and by this reference incorporated herein.

d. The proposition to be submitted to the voters of the District at such special election shall be as follows:

“Shall special taxes with a rate and method of apportionment as set forth in Exhibit “B” to the resolution entitled “Resolution of Formation of the City Council of the City of Jurupa Valley to Establish City of Jurupa Valley Community Facilities District No. 2019-002 (Emerald Ridge), to Establish an Appropriations Limit therefor, to Authorize the Levy of a Special Tax Therein, and to Submit the Establishment of an Appropriations Limit and the Levy of a Special Tax to the Qualified Electors Thereof” (the “Resolution of Formation”) be levied annually on taxable property within City of Jurupa Valley Community Facilities District No. 2019-002 (Emerald Ridge), to pay for street lights, landscaping, storm drain and water quality basin maintenance services, and litter and graffiti removal on soundwalls and other amenities, plus normal painting as required within the District, all other services necessary or useful for, or in connection with, the foregoing services, including building a reserve fund for replacement, and incidental expenses thereto, and shall the appropriations limit be established, all as set forth in the Resolution of Formation?”

SECTION 4. Electors Determined. The City Council finds that 12 persons have not been registered to vote within the territory of the District for each of the 90 days preceding the close of the Public Hearing and that pursuant to Section 53326 of the Act, the vote in the special election called by this Resolution shall be by the landowners of the District whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner shall have one vote for each acre, or portion thereof, which he or she owns within the District which would be subject to the proposed special taxes if they were levied at the time of the election.
SECTION 5. Conduct of Election. Except as otherwise provided in Section 6 hereof, the special election shall be conducted by the City Clerk in accordance with the provisions of the California Elections Code governing mail ballot elections of cities, and in particular the provisions of Division 4 (commencing with Section 4000), of that Code, insofar as they may be applicable.

SECTION 6. Election Procedures.

a. The procedures to be followed in conducting the special election on the proposition described in Section 3 shall be as provided in the Resolution of Formation. It is hereby acknowledged that the City Clerk has on file a copy of the Resolution of Formation.

b. The City Council hereby finds that the qualified electors of the District have waived the time limits for conducting the special election by unanimous written consent.

SECTION 7. Concurrence of City Clerk. The City Council hereby finds and determines that the City Clerk has concurred in the shortened time for the election, pursuant to Section 53326 of the Act.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 19th day of September, 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. 2019-84 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on September 19, 2019 by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, on this 19th day of September, 2019.

________________________________
Victoria Wasko, City Clerk
City of Jurupa Valley

-4-
RESOLUTION NO. 2019-85

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, DECLARING THE RESULTS OF A SPECIAL ELECTION IN CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-002 (EMERALD RIDGE) AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

WHEREAS, in proceedings heretofore conducted by the City Council of the City of Jurupa Valley (the “City Council”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311, of the California Government Code (the “Act”), the City Council adopted Resolution No. 2019-84 on September 19, 2019, entitled “Resolution of the City Council of the City of Jurupa Valley Calling a Special Election and Submitting to the Qualified Electors of City of Jurupa Valley Community Facilities District No. 2019-002 (Emerald Ridge) Propositions Regarding the Establishment of an Appropriations Limit and the Annual Levy of a Special Tax within the Community Facilities District” (the “Resolution Calling Election”), calling for a special election (the “Special Election”) of the qualified electors within Community Facilities District No. 2019-002 (Emerald Ridge); and

WHEREAS, pursuant to the terms of the Resolution Calling Election, which are by this reference incorporated herein, the Special Election was held on September 19, 2019, and the City Clerk has on file a Certificate of the City Clerk as to the Results of the Canvass of the Election Returns (the “Certificate”), a copy of which is attached hereto as Exhibit A and by this reference incorporated herein; and

WHEREAS, this City Council has reviewed said Certificate and hereby approves it;

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

1. **Recitals.** The above recitals are all true and correct.

2. **Ballot Measure.** The ballot measure (the “Ballot Measure”) presented to the qualified electors is set forth in Exhibit B attached hereto and by this reference incorporated herein.

3. **Election Results.** The results of the Special Election are as set forth in the Certificate on file with the City Clerk and attached hereto as Exhibit A. Pursuant to the Certificate, the Ballot Measure presented at the Special Election was approved by the qualified electors of the District.

4. **Ballot Measure Authorized.** This City Council, acting in its capacity as legislative body of the District, is hereby authorized to levy on the land within the District the special tax described in the Ballot Measure for the purposes described therein and to take the necessary steps to levy the special tax authorized by the Ballot Measure. The appropriations limit as specified in the Ballot Measure is hereby established.
5. **Finding of Validity.** It is hereby found that all prior proceeding and actions taken by this City Council with respect to the District were valid and in conformity with the Act.

6. **Notice of Special Tax Lien.** The City Clerk is hereby directed to record in the office of the County Recorder of the County of Riverside within fifteen days of the date hereof a notice of special tax lien with respect to the District in substantially the form required by California Streets and Highways Code Section 3114.5.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Jurupa Valley on this 19th day of September, 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. 2019-85 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on September 19, 2019 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, on September 19, 2019.

__________________________
Victoria Wasko, City Clerk
City of Jurupa Valley
EXHIBIT A

CITY OF JURUPA VALLEY
COMMUNITY FACILITIES DISTRICT NO. 2019-002
(Emerald Ridge)

CERTIFICATE OF THE CITY CLERK AS TO THE
RESULTS OF THE CANVASS OF THE ELECTION RETURNS

I, __________________, City Clerk of the City of Jurupa Valley, hereby certify that I canvassed the returns of the Special Election in the City of Jurupa Valley Community Facilities District No. 2019-002 (Emerald Ridge), and that the election was held in the Chambers of the City Council at 8930 Limonite Avenue, Jurupa Valley, CA on September 19, 2019.

I further certify that the total number of ballots cast in said election and the total number of votes cast for and against the measure are full, true and correct:

<table>
<thead>
<tr>
<th>Community Facilities District No. 2019-002 (Emerald Ridge) Special Tax Election, September 19, 2019</th>
<th>Qualified Eligible Voters</th>
<th>Votes Cast</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ballot Measure</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 19th day of September, 2019.

By: __________________________
City Clerk
City of Jurupa Valley
EXHIBIT B

Ballot Measure:

“Shall special taxes with a rate and method of apportionment as set forth in Exhibit “B” to the resolution entitled “Resolution of Formation of the City Council of the City of Jurupa Valley to Establish City of Jurupa Valley Community Facilities District No. 2019-002 (Emerald Ridge), to Establish an Appropriations Limit therefor, to Authorize the Levy of a Special Tax Therein, and to Submit the Establishment of an Appropriations Limit and the Levy of a Special Tax to the Qualified Electors Thereof” (the “Resolution of Formation”) be levied annually on taxable property within City of Jurupa Valley Community Facilities District No. 2019-002 (Emerald Ridge), to pay for street lights, landscaping, storm drain and water quality basin maintenance services, and litter and graffiti removal on soundwalls and other amenities, plus normal painting, as required within the District, all other services necessary or useful for, or in connection with, the foregoing services, including building a reserve fund for replacement, and incidental expenses thereto, and shall the appropriations limit be established, all as set forth in the Resolution of Formation?”
ENGINEER’S REPORT FOR
CITY OF JURUPA VALLEY
COMMUNITY FACILITIES
DISTRICT 2019-002

CFD 2019-002
EMERALD RIDGE

AUGUST 2019

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

INTRODUCTION .................................................................................................................. 2
DESCRIPTION OF SERVICES .................................................................................................. 3
  STREETLIGHTS ............................................................................................................ 3
  LANDSCAPING ........................................................................................................... 3
  STORMWATER FACILITIES ....................................................................................... 3
  GRAFFITI ABATEMENT .......................................................................................... 3
  INCIDENTALS ............................................................................................................... 3
COST ESTIMATE .................................................................................................................. 4
  INCIDENTAL EXPENSES ........................................................................................... 4
RATES AND METHOD OF APPORTIONMENT OF SPECIAL TAX ........................................... 5
PROPOSED BOUNDARIES .................................................................................................... 6

Appendix A
RATES AND METHOD OF APPORTIONMENT OF SPECIAL TAXES FOR CFD 2019-002 (EMERALD RIDGE)

Appendix B
BOUNDARY MAP FOR CFD2019-002 (EMERALD RIDGE)
COMMUNITY FACILITIES DISTRICT REPORT
FOR
CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-002
(EMERALD RIDGE)

INTRODUCTION

WHEREAS, the City Council of the CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (“City Council”), did, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Division 2 of title 5 of the California Government Code (“Act”) on August 1st, 2019, adopt Resolution No. 2019-70 (“Resolution”) ordering the preparation and filing of a written Report for a proposed Community Facilities District (“Report”). This Community Facilities District shall be referred to as COMMUNITY FACILITIES DISTRICT NO. 2019-002 (EMERALD RIDGE) CITY OF JURUPA VALLEY (CFD) and (CFD No. 2019-002 EMERALD RIDGE); and,

WHEREAS, The Resolution ordering said Report, did direct that the Report generally contain the following:

- A brief description of the services by type proposed to be financed by the CFD which will adequately meet the needs of the CFD; and
- An estimate of the costs of providing such services, including the incidental expenses, to be incurred in connection with the CFD;

NOW, THEREFORE, the undersigned, the responsible officer or person directed to prepare the Report, pursuant to the provisions of the Act, does hereby submit the following Report.

A Community Facilities District may provide for financing of certain public services which are necessary to meet increased demands placed upon local agencies as a result of development or rehabilitation occurring with the CFD.


Based upon the data analyzed, it is my opinion that the services being funded are those that are necessary to meet certain increased demands placed upon the CITY OF JURUPA VALLEY, as a result of development occurring within the boundaries of the CFD.

Steve Loriso, R.C.E. 64701
DESCRIPTION OF SERVICES

A general description of the proposed services, pursuant to the terms stated in Exhibit “A” of the Resolution, is as follows:

STREETLIGHTS

Streetlights maintenance including energy charges, operation, maintenance, and administrative costs of streetlights located on Avalon Street and 30th Street, and identified on the City approved Street Light Plans for Avalon Street – Canal Street – 30TH Street Tract No. 37640, by WestLAND Group, Inc., 2019; located within the public right-of-way.

LANDSCAPING

The maintenance of landscape and all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, sidewalks, monuments, lights, electricity, and related repair, replacement and inspection; as identified on the City approved CFD Landscape Plans for Emerald Ridge South Tract No. 37640, by Salt Landscape Architects, 2019; located within the public right-of-way.

STORMWATER FACILITIES

The maintenance, administration and inspections of stormwater facilities and BMPs including open space area drains, catch basins, open space areas, and any other NPDES/WQMP/BMP related devices.

GRAFFITI ABATEMENT

Litter and graffiti removal on soundwalls and other amenities, plus normal painting as required within CFD boundaries on Avalon Street.

INCIDENTALS

All other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement.

The services listed herein are representative of the types of services authorized to be financed by Community Facilities District No. 2019-002 (Emerald Ridge). Detailed scope and limits of specific projects will be determined as appropriate, consistent with the standards of CITY OF JURUPA VALLEY. Addition, deletion or modification of descriptions of the services may be made consistent with the requirements of the City Council of the CITY OF JURUPA VALLEY, the Community Facilities District No. 2019-002 (Emerald Ridge), and the Act.
COST ESTIMATE

The cost estimate, including incidental expenses, is approximately $28,228 annually. The Maximum Special Taxes within the CFD have been established to pay for these services up to $132 per taxable unit per year for single family residential property and $1,153 per acre for multifamily residential property and non-residential property; as defined in the Rate and Method of Apportionment for CFD 2019-002 Emerald Ridge.

The amount shall be increased based upon the percentage change in the Consumer Price Index for Riverside-San Bernardino-Ontario, with a maximum annual increase of six percent (6%) and a minimum increase of two percent (2%) of the Maximum Special Tax in effect in the previous fiscal year.

INCIDENTAL EXPENSES

Pursuant to Section 53340 of the Act, the proceeds of any special tax levied and collected by CFD No. 2019-002 (Emerald Ridge) may be used only to pay for the cost of providing services and incidental expenses. As defined by the Act, incidental expenses include, but are not limited to, the annual costs associated with determination of the amount of special taxes, collection of special taxes, payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the community facilities district. The incidental expenses associated with the annual administration of CFD No. 2019-002 (Emerald Ridge) are initially estimated to be $4,407. This amount shall be increased based upon the percentage change in the Consumer Price Index, with a maximum annual increase of six percent (6%) and a minimum increase of two percent (2%) of the Maximum Special Tax in effect in the previous Fiscal Year.

The cost of the Services shall include incidental expenses, including costs associated with formation of the District, determination of the amount of the Special Tax, collection of the Special Tax, payment of the Special Tax, costs incurred in order to carry out the authorized purposes of the District, and the costs of engineering, inspecting, coordinating, completing, planning and designing the Services, including the costs of environmental evaluations.

The following incidental expenses are examples of those that may be incurred in the formation of the District: engineering services, publishing, mailing and posting of notices, governmental notification and filing costs, Election costs, and charges and fees of the City other than those waived.

The following incidental expenses are examples of those that may be incurred in each annual Special Tax levy: necessary consultant costs, costs of posting and collecting the special taxes, and administrative costs of the City related to each annual Special Tax levy.
RATES AND METHOD OF APPORTIONMENT OF SPECIAL TAX

The Rate and Method of Apportionment of the special tax is attached hereto as Appendix A (the “Rate and Method of Apportionment”). The special tax will be collected in the same manner and at the same time as ad valorem property taxes and subject to the same penalties and provisions; however, the special tax may be collected at a different time or in a different manner if necessary for CFD No. 2019-002 (Emerald Ridge) to meet its financial obligations as permitted by the Act.

All of the property located within CFD No. 2019-002 (Emerald Ridge), unless exempt by law or by the special tax proposed for CFD No. 2019-002 (Emerald Ridge), shall be taxed for the purpose of providing necessary services to the CFD. Pursuant to Section 53325.3 of the Act, the tax imposed “is a special tax and not a special assessment, and there is no requirement that the tax be apportioned on the basis of benefit to any property.” The special tax may be based on benefit received by property, the cost of maintaining facilities or authorized services available or other reasonable basis as determined by the Council, although the special tax may not be apportioned on an ad valorem basis pursuant to Article XIII A of the California Constitution.

The special tax for the CFD was established generally relying on building square footage, net taxable acreage, land use type, types of services, square footage of services areas, groundcover, shrubs, and trees, and plant material expected to be included within the CFD, and estimated costs to maintain which were provided by the developer for TR 37640. Data used for estimates on this report were not independently verified by the report preparer, HR Green Pacific. HR Green Pacific disclaims responsibility for the impact of inaccurate data, if any, provided by the developer on the exhibits and plans for TR 37640 and on the Rate and Method of Apportionment for CFD 2019-002 (Emerald Ridge).

It is my opinion that the special tax rate and method of apportionment, as above set forth, is fair and reasonable.

August 15, 2019.

______________________________
Steve Loriso, R.C.E. 64701
PROPOSED BOUNDARIES

CFD 2019-002 (Emerald Ridge) shall consist of a benefit zone encompassing the properties within the residential development known as Tract 37640; generally located north and west of Avalon Street and east of Canal Street in the City of Jurupa Valley, County of Riverside, State of California. It includes a portion of parkway area on Avalon Street along the development’s (TR 37640) frontage and a portion of parkway on 30th Street.

At the time of this assessment, the CFD boundary encompasses 215 assessable lots designated as proposed single family residential lots, identified as of the date of this report by assessor parcel number(s):

179-060-004
179-060-006
179-060-007
178-191-001
178-191-002
178-191-004
178-191-005

A reduced scale map showing the boundaries of the CFD is provided as Appendix B. A full-scale map is on file with the City Clerk of the CITY OF JURUPA VALLEY and was recorded with Riverside County Recorder’s Office.
APPENDIX A

RATE AND METHOD OF APPORTIONMENT
OF SPECIAL TAXES FOR
CFD 2019-002 (EMERALD RIDGE)
A Special Tax (all capitalized terms are defined in Section A., “Definitions, below) shall be applicable to each Parcel of Taxable Property located within the boundaries of Community Facilities District No. 2019-002 (Emerald Ridge). The amount of Special Tax to be levied on a Parcel in each Fiscal Year, commencing in Fiscal Year 2020-2021, shall be determined by the City Council of the City of Jurupa Valley, acting in its capacity as the legislative body of the CFD by applying the appropriate Special Tax as set forth in Sections B., C., and D., below. All of the real property within the CFD, unless exempted by law or by the provisions of Section E. below, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Acre or Acreage” means the land area of a Parcel as indicated on the most recent Assessor’s Parcel Map, or if the land area is not shown on the Assessor’s Parcel Map, the land area shown on the applicable Final Map, condominium plan, or other recorded County map or the land area calculated to the reasonable satisfaction of the Administrator using the boundaries set forth on such map or plan. The square footage of a Parcel is equal to the Acreage of such Parcel multiplied by 43,560.


“Administrative Expenses” means all actual or reasonably estimated costs and expenses of the CFD that are chargeable or allocable to carry out its duties as the Administrator of the CFD as allowed by the Act, which shall include without limitation, all costs and expenses arising out of or resulting from the annual levy and collection of the Special Tax (whether by the City or designee thereof or both), any litigation or appeal involving the CFD, and other administrative expenses of the City or designee thereof, or both, directly related to the CFD. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD for attorney’s fees and other costs related to commencing and pursuing to completion any foreclosure as a result of delinquent Special Taxes.

“Administrator” means an official of the City, or designee thereof, responsible for determining the annual amount of the levy and collection of the Special Taxes.

“Approved Property” means all Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) that have not been issued a Building Permit prior to the April 1st preceding the Fiscal Year in which the Special Tax is being levied.
“Assessor” means the Assessor of the County.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating Parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means the number assigned to a lot or Parcel for purposes of identification as determined from an Assessor Parcel Map or the applicable assessment roll.

“Base Year” means the Fiscal Year ending June 30, 2021.

“Boundary Map” means a recorded map of the CFD which indicates by a boundary line the extent of the territory identified to be subject to the levy of Special Taxes.

“Building Permit” means the first legal document issued by a local agency giving official permission for new construction. For purposes of this definition, “Building Permit” shall not include any subsequent Building Permits issued or changed after the first issuance.

“CFD” means Community Facilities District No. 2019-002 (Emerald Ridge) of the City of Jurupa Valley.

“City” means the City of Jurupa Valley, California.

“Consumer Price Index” means the Consumer Price Index published by the U.S. Bureau of Labor Statistic for “All Urban Consumers in the Riverside-San Bernardino-Ontario Area, measured as of the month of April in the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the Administrator that is reasonably comparable to the Consumer Price Index for the Riverside-San Bernardino-Ontario Area.

“Council” means the City Council of the City acting as the legislative body of the CFD.

“County” means the County of Riverside, California.

“Developed Property” means all Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit for new construction has been issued prior to April 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Dwelling Unit” or “(D/U)” means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator.

“Exempt Property” means any Parcel which is exempt from Special Taxes pursuant to Section E., below.
“Final Map” means a subdivision of property by recordation of an Assessor’s Parcel Map or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which Building Permits may be issued without further subdivision.

“Fiscal Year” means the 12 month period starting on July 1 of any calendar year and ending the following June 30.

“Land Use Class” means any of the classes listed in Table 1 of Section C. below.

“Maximum Special Tax” means for each Parcel in each Fiscal Year, the greatest amount of Special Tax, determined in accordance with Section C., below, which may be levied on such Parcel in such Fiscal Year.

“Multifamily Residential Property” means all Parcels of Developed Property that consists of a building or buildings comprised of attached Dwelling Units available for rental by the general public, not for sale to an end user, and under common management.

“Non-Residential Property” means all Parcels of Developed Property for which a Building Permit was issued, permitting the construction of one or more non-residential structures.

“Parcel(s)” means a lot or parcel within the CFD shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number valid as of July 1st for the Fiscal Year for which the Special Tax is being levied.

“Property Owner’s Association Property” means all Parcels which have been conveyed, dedicated to, or irrevocably offered for dedication to a property owner association, including any master or sub-association, prior to April 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Proportionately” means for Parcels of Taxable Property that are (i) Developed Property, that the ratio of the actual Special Tax levy to Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property, Public Property or Property Owner’s Association Property, that the ratios of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Parcels of Undeveloped Property, Public Property and Property Owner’s Association Property.

“Public Property” means all Parcels which, as of April 1st preceding the Fiscal Year in which the Special Tax is being levied, are (i) used for rights-of-way or any other purpose and is owned by, dedicated to, or irrevocably offered for dedication to the federal government, the State, the County, City or any other public agency, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or
(ii) encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Residential Property” means all Parcels of Developed Property for which a Building Permit has been issued permitting the construction of one or more residential Dwelling Units.

“Single Family Property” means all Parcels of Residential Property, other than Multifamily Residential Property.

“Special Tax” means the special tax to be levied in each Fiscal Year on each Parcel of Taxable Property in accordance with Section D to fund the Special Tax Requirement.

“Special Tax Requirement” means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Special Tax Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax Reserve Fund in an amount equal to the lesser of (a) 20% of the Special Tax Reserve Fund Requirement or (b) the amount needed to fund the Special Tax Reserve Fund up to the Special Tax Reserve Fund Requirement, (iii) pay Administrative Expenses; (iv) pay for the actual or anticipated shortfall due to Special Tax delinquencies in the current or prior Fiscal Year; and (v) less a credit for funds available to reduce the annual Special Tax levy as determined by the Administrator.

“Special Tax Reserve Fund” means a fund to be used for capital replacement and maintenance costs related to the Special Tax Services.

“Special Tax Reserve Fund Requirement” means an amount up to 150% of the anticipated annual cost of Special Tax Services of $42,341 for the Base Year. The Special Tax Reserve Fund Requirement shall be increased annually, commencing July 1, 2020, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the amount in effect in the previous Fiscal Year.

“Special Tax Services” means: (i) Streetlights maintenance including energy charges, operation, maintenance, and administrative costs of streetlights located on Avalon Street and 30th Street, and identified on the City approved Street Light Plans for Avalon Street – Canal Street – 30TH Street Tract No. 37640, by WestLAND Group, Inc., 2019; (ii) the maintenance of landscape and all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, sidewalks, monuments, lights, electricity, and related repair, replacement and inspection; as identified on the City approved CFD Landscape Plans for Emerald Ridge South Tract No. 37640, by Salt Landscape Architects, 2019; (iii) The maintenance, administration and inspections of stormwater facilities and BMPs including open space area drains, catch basins, open space areas, and any other NPDES/WQMP/BMP related devices; (iv) litter and graffiti removal on soundwalls and other amenities, plus normal painting as required within CFD boundaries on Avalon Street; and (v) all other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement. Inspection is inclusive of scheduling, travel time, visual inspection process.
and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services.

“State” means the State of California.

“Taxable Property” means all Parcels within the boundary of the CFD pursuant to the Boundary Map which are not exempt from the Special Tax pursuant to Section E., below.

“Taxable Unit” means either a Dwelling Unit or an Acre, as shown in Table 1.

“Undeveloped Property” means all Parcels of Taxable Property not classified as Developed Property, Approved Property, Public Property or Property Owner’s Association Property.

B. ASSIGNMENT TO LAND USE CLASS

Each Fiscal Year, commencing with Fiscal Year 2020-2021, all Parcels of Taxable Property shall be classified as either Developed Property, Approved Property, Undeveloped Property, Public Property or Property Owner’s Association Property, and subject to the levy of Special Taxes in accordance with this Rate and Method of Apportionment as determined pursuant to Sections C. and D.

Parcels of Developed Property shall further be classified as Residential Property or Non-Residential Property. Parcels of Residential Property shall further be classified as Single Family Property or Multifamily Residential Property.

C. MAXIMUM SPECIAL TAX RATES

1. Developed Property

The Maximum Special Tax that may be levied and escalated, as explained further in Section C.1. (a) below, in any Fiscal Year for each Parcel classified as Developed Property shall be determined by reference to Table 1, below.
### TABLE 1
**Maximum Special Tax Rates for Developed Property for Fiscal Year 2020-2021**

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Description</th>
<th>Taxable Unit</th>
<th>Maximum Special Tax per Taxable Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Single Family Residential Property</td>
<td>D/U</td>
<td>$132.00</td>
</tr>
<tr>
<td>2</td>
<td>Multifamily Residential Property</td>
<td>Acre</td>
<td>$132.00</td>
</tr>
<tr>
<td>3</td>
<td>Non-Residential Property</td>
<td>Acre</td>
<td>$1,153.00</td>
</tr>
</tbody>
</table>

(a) **Increase in the Maximum Special Tax**

On each July 1, following the Base Year, the Maximum Special Tax, identified in Table 1, above, shall be increased annually, commencing July 1, 2021, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the Maximum Special Tax in effect in the previous Fiscal Year.

(b) **Multiple Land Use Classes**

In some instances, a Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax that may be levied on such Parcel shall be the sum of the Maximum Special Tax that can be levied for each Land Use Class located on that Parcel. For a Parcel that contains more than one Land Use Class, the Acreage of such Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Parcel. The Administrator’s allocation to each Land Use Class shall be final.

2. **Approved Property**

The Maximum Special Tax for each Parcel of Approved Property shall be equal to the product of the applicable Undeveloped Property Maximum Special Tax per Acre times the Acreage of such Parcel; provided, however, for a Parcel of Approved Property that is expected to become Single Family Property as reasonably determined by the Administrator based on the Final Map for such Parcel, the Maximum Special Tax for such Parcel of Approved Property shall be calculated pursuant to Section C.1 as if such Parcel were already designated as Single Family Property.

The Maximum Special Tax for Approved Property shall be increased annually, commencing July 1, 2021, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the corresponding Maximum Special Tax in effect in the previous Fiscal Year.
3. Undeveloped Property

The Maximum Special Tax that may be levied and escalated for each Parcel classified as Undeveloped Property shall be $1,153 per Acre.

The Maximum Special Tax for Undeveloped Property shall be increased annually, commencing July 1, 2021, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the corresponding Maximum Special Tax in effect in the previous Fiscal Year.

4. Public Property and/or Property Owner's Association Property

The Maximum Special Tax that may be levied and escalated for each Parcel classified as Public Property and/or Property Owner's Association Property shall be $0.00 per Acre. **There shall be no levy on Public Property and/or Property Owner's Association Property.**

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2020-2021 and for each following Fiscal Year, the Administrator shall levy the Special Tax on all Taxable Property until the amount of Special Tax equals the Special Tax Requirement in accordance with the following steps:

**First:** The Special Tax shall be levied Proportionately on each Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax as needed to satisfy the Special Tax Requirement;

**Second:** If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax for Approved Property.

**Third:** If additional moneys are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property at up to 100% of the applicable Maximum Special Tax for Undeveloped Property.

Notwithstanding the above, under no circumstances will the Special Taxes levied in any Fiscal Year against any Parcel of Residential Property for which a Certificate of Occupancy has been issued be increased by more than ten percent (10%) as a result of a delinquency in the payment of the Special Tax applicable to any other Parcel above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default.

E. EXEMPTIONS
The CFD shall not levy Special Taxes on Public Property and Property Owner's Association Property within the CFD.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes and shall be subject to the same penalties, the same procedure, sale and lien priority in the case of delinquency; provided, however, that the Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD, and provided further that the CFD may covenant to foreclose and may actually foreclose on Parcels having delinquent Special Taxes as permitted by the Act.

G. APPEALS

Any taxpayer may file a written appeal of the Special Tax on his/her Parcel(s) with the Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes must be paid on or before the payment due date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The Administrator shall review the appeal, meet with the appellant if the Administrator deems necessary, and advise the appellant of its determination. If the Administrator agrees with the appellant, the Administrator shall grant a credit to eliminate or reduce future Special Taxes on the appellant’s Parcel(s). No refunds of previously paid Special Taxes shall be made.

The Administrator shall interpret this Rate and Method of Apportionment and make determinations relative to the annual levy and administration of the Special Tax and any taxpayer who appeals, as herein specified.

H. TERM OF THE SPECIAL TAX

The Special Tax shall be levied annually in perpetuity unless terminated earlier by the City.
APPENDIX B

BOUNDARY MAP FOR
CFD 2019-002 (EMERALD RIDGE)
ORDINANCE NO 2019-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-002 (EMERALD RIDGE) AUTHORIZING THE LEVY OF A SPECIAL TAX THEREIN

RECITALS:

WHEREAS, the City Council of the City of Jurupa Valley (the “City Council”), has previously adopted Resolution No. 2019-70 entitled “A Resolution of Intention of the City Council of the City of Jurupa Valley, California, to Establish City of Jurupa Valley Community Facilities District No. 2019-002 (Emerald Ridge) and to Authorize the Levy of a Special Tax within City of Jurupa Valley Community Facilities District No. 2019-002 (Emerald Ridge)” (the “Resolution of Intention”), stating its intention to conduct proceedings to form City of Jurupa Valley Community Facilities District No. 2019-002 (Emerald Ridge) (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the California Government Code (the “Act”) to finance certain services (the “Services”) including incidental expenses, to serve the CFD; and

WHEREAS, the Resolution of Intention set September 19, 2019, at 7:00 p.m., or as soon thereafter as practical, as the date of a public hearing on all matters pertaining to the formation of the CFD, the extent of the CFD, the furnishing of Services to serve the CFD, and the proposed rate and method of apportionment of the special tax within the CFD (the “Rate and Method”); and

WHEREAS, a notice of public hearing was published and mailed to all landowners proposed to be included in the CFD in accordance with the Act; and

WHEREAS, at the public hearing, evidence was presented to the City Council on such matters before it, including a special report (the “Report”) describing the services necessary to adequately meet the needs of the CFD and the estimated costs of financing such Services as required by Section 53321.5 of the Act; and

WHEREAS, at the public hearing, all persons desiring to be heard on all matters pertaining to the formation of the CFD, the extent of the CFD, the furnishing of Services to serve the CFD, and the Rate and Method were heard and a full and fair hearing was held; and

WHEREAS, subsequent to the public hearing, the City Council adopted a resolution entitled “Resolution of Formation of the City Council of the City of Jurupa Valley to Establish City of Jurupa Valley Community Facilities District No. 2019-002 (Emerald Ridge), to Establish an Appropriations Limit therefor, to Authorize the Levy of a Special Tax therein, and to Submit the Establishment of an Appropriations Limit and the Levy of a Special Tax to the Qualified Electors thereof” (the “Resolution of Formation”) which established the CFD and authorized the levy of a special tax within the CFD; and
WHEREAS, subsequent to the public hearing, the City Council also adopted a resolution entitled “Resolution of the City Council of the City of Jurupa Valley Calling a Special Election and Submitting to the Qualified Electors of City of Jurupa Valley Community Facilities District No. 2019-002 (Emerald Ridge) Propositions Regarding the Establishment of an Appropriations Limit and the Annual Levy of a Special Tax Within the Community Facilities District” (the “Resolution Calling Election”) which called a special election of the qualified electors within the CFD; and

WHEREAS, pursuant to the terms of the Resolution Calling Election, an election was held in which qualified electors of the CFD approved the establishment of an appropriations limit for the CFD and the levy of a special tax (the “Special Tax”) within the CFD; and

WHEREAS, on September 19, 2019, the City Council adopted a resolution entitled “Resolution of the City Council of the City of Jurupa Valley Declaring the Results of a Special Election in the City of Jurupa Valley Community Facilities District No. 2019-002 (Emerald Ridge) and Directing the Recording of a Notice of Special Tax Lien” (the “Resolution Declaring Results of Election”) which certified the results of the September 19, 2019 election conducted by the City Clerk, which results showed that more than two-thirds of the votes cast in the CFD were in favor of the proposition to levy the Special Tax and the proposition to establish an appropriations limit for the CFD;

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

1. Recitals. The above recitals are all true and correct.

2. Authorization of the Levy of a Special Tax. By the passage of this Ordinance, the City Council authorizes the levy of the Special Tax in the CFD in accordance with the Rate and Method set forth in the Exhibit “B” to the Resolution of Formation, which is on file in the office of the City Clerk and incorporated by reference herein.

3. Annual Rate Determination. The City Council is hereby further authorized to determine on or before August 10 each year, or such other date as is established by law or by the County Auditor-Controller of the County of Riverside, the specific Special Tax to be levied on each parcel of land in the CFD, except that special taxes to be levied shall not exceed the maximum rates set forth in the Rate and Method, but the special tax may be levied at a lower rate.

4. Exempt Property. Except as provided in Section 53340.1 of the Act and except for properties that a local agency is a landowner of within the meaning of subdivision (f) of Section 53317 of the Act, pursuant to Section 53340 of the Act, properties of entities of the state, federal and local governments shall be exempt from the levy of the Special Tax.
Reference is hereby made to the Rate and Method for a description of other properties or entities that are expressly exempted from the levy of the Special Tax.

5. **Use of Collections.** All of the collections of the Special Tax shall be used only as provided by the Act and in the Resolution of Formation. The Special Tax shall be levied only so long as needed for the purposes as described in the Resolution of Formation.

6. **Collection.** The Special tax shall be collected in the same manner as ordinary ad valorem taxes and shall be subject to the same penalties and the same procedure, sale and lien in any case of delinquency as applicable for ad valorem property taxes; provided, however, that the Special Tax may be collected by direct billing by the City of the property owners in the CFD or in such other manner as may be provided by the City Council. In addition, the provisions of Section 53356.1 of the Act shall apply to any delinquent Special Tax payments.

7. **Authorization.** The specific authorization for adoption of the Ordinance is Section 53340 of the Act.

8. **Severability.** If for any reason any portion of the Ordinance is found to be invalid, or if the Special Tax is found inapplicable for any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this Ordinance, and the application of the Special Tax to the remaining parcels within the CFD shall not be affected.

9. **Certification.** The City Clerk shall certify the passage of this Ordinance and cause it to be published or posted in accordance with law.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Jurupa Valley on this 3rd day of October, 2019.

______________________________
Brian Berkson
Mayor

ATTEST:

______________________________
Victoria Wasko, CMC
City Clerk
CERTIFICATION

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

I, Victoria Wasko, CMC, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Ordinance No. 2019-14 was regularly introduced at a regular meeting of the City Council held on the 19th day of September, 2019 and thereafter at a regular meeting held on the 3rd day of October, 2019 it was duly passed and adopted by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 3rd day of October, 2019.

________________________________
Victoria Wasko, CMC
City Clerk
PUBLIC HEARING REGARDING THE ANNEXATION OF TERRITORY (ZONE L) TO THE CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED (THE “DISTRICT”) AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY; 42ND STREET AT FORT DRIVE AND TWINING STREET, AND RUBIDOUX BOULEVARD (FLABOB AIRPORT)

RECOMMENDATION

1) That the City Council adopt Resolution No. 2019-86, 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. 11-26, 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 August 1st, 2019 meeting, the City Council adopted Resolution No. 2019-64 initiating proceedings for the annexation of territory to the Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated (the “District”) as Zone L and the levy and collection of assessments within such territory. Zone L includes 4 assessable parcels, generally located at 42nd Street at Fort Drive and Twining Street, and Rubidoux Boulevard.

Further, the City Council adopted Resolution No. 2019-66 declaring its intention to annex territory to the District and to levy and collect assessments within such territory for fiscal year 2020-21. Resolution No. 2019-66 set June September 19, 2019 as the public hearing date for protests to the levy of annual assessments and the annexation.

Subsequent to the August 1st 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 2020-21. 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 exceed 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 August 1st, 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 collection via the annual property tax bills. The property owners have posted a deposit with their application to form Zone L, 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 for the Zone L. The City’s cost to administer Zone L annually will be reimbursed through the special assessment charged to property owners. The fiscal year 2020-21 (base year) maximum assessment for landscape maintenance and street lighting for each parcel is $2,602.00 and is subject to escalation beginning in FY 2021-22 to account for reasonable increase cost for maintenance and inflation.

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 L. Both the revenue and expenses will be part of the City’s FY 2020-21 Adopted Budget, and there is no anticipated impact to the general fund.
CONCLUSION

It is recommended that the City Council adopt Resolution No. 2019-xx ordering annexation of territory to the District and the levy and collect assessments within such territory for fiscal year 2020-21.

ALTERNATIVES

1. Take no action.

2. Provide staff with further direction.

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

1. Resolution No. 2019-86; Ordering Annexation
2. Engineer's Report
RESOLUTION NO. 2019-86


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 2020-2021 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 2020-2021. 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(e) 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 2020-2021 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 181-190-010, 181-151-001, 181-151-002 and 181-151-003 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 2020-2021 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 installation and planting of landscaping, including trees, shrubs, grass and other ornamental vegetation; the installation or construction of public lighting facilities including but not limited to, street lights; 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 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, 2020 and ending on June 30, 2021.

Section 11. The adoption of this Resolution constitutes the levy of an assessment for the fiscal year commencing July 1, 2020 and ending June 30, 2021.

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 L," 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 19th day of September, 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. 2019-86 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on September 19, 2019 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, on this 19th day of September, 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 L
FLABOB

AUGUST 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 L ......................................................................................................................... 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 FLABOB, 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 L  
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 Parcels 181-190-010, 181-151-001, 181-151-002, 181-151-003 to City of Jurupa Valley L&LMD No. 89-1-C as Zone L 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 L

Flabob

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 L 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.

August 1st, 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 1st day of August, 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 L, 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. 2019-066 for a special assessment district zone known and designated as:

ZONE L
Flabob

The annexation of Zone L includes the parcel of land within the commercial subdivision known as Flabob, also identified by the Assessor Parcel Number(s) 181-190-010, 181-151-001, 181-151-002, and 181-151-003 valid as of the date of this Report: August 1st, 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 L and the establishment of the Maximum Assessment to be levied and collected commencing Fiscal Year 2020-2021 and all subsequent fiscal years.
PART I – BOUNDARIES OF THE DISTRICT

LOCATION OF THE ASSESSMENT ZONE

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

Zone L 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. At the time of this assessment, the assessment zone consists of 4 assessable parcels and zero non-assessable lots. Zone L 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 L

The services to be funded by City of Jurupa Valley L&LMD No. 89-1-C Zone L include the maintenance of the streetlights (2), and landscape on the parkway along 42ND Street and Rubidoux Boulverad, at the frontage of the parcels. 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 Flabob, prepared by Alhambra Group Landscape Architecture and approved April, 2019.

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, Flabob, as shown in the Street Lighting Improvement Plan by Kolibrien Civil Structural Surveying, IP17-003, approved September, 2019.

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 L 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 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 the Boundary Map includes four benefiting parcels 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 L, the initial Maximum Assessment(s) for Fiscal Year 2020-2021 are as follows:

1. The initial Total Maximum Assessment established within Zone L shall be $10,407.57.
2. The initial Maximum Assessment per assessable parcel/lot/unit established within Zone L, composed of one assessable lot, is anticipated to be $2,601.90.

The initial Maximum Assessment is subject to an annual inflator starting in Fiscal Year 2020-2021. 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 L’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 L assessments may remain virtually unchanged. The Maximum Assessment adjustment is designed to establish reasonable limits on Zone L 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 L. If the proposed assessment is not approved, the City may not levy an assessment greater than the adjusted Maximum Assessment previously established for Zone L.

COST ESTIMATE

The Assessment for each assessable parcel within Zone L is calculated by dividing the total Annual Balance to Levy by the total number of assessable subdivided parcels within Zone L 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 L
FLABOB
FY 2020-2021
Total Assessable Parcels/Lots: 4

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Total Cost for Zone N</th>
<th>Cost per Parcel for Zone N</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Street Lighting:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Energy Charge of $103.88 per street light for 2 Street Lights - 100 Watt LED:</td>
<td>$207.76</td>
<td>$51.94</td>
</tr>
<tr>
<td>Administration:</td>
<td>$17.66</td>
<td>$4.42</td>
</tr>
<tr>
<td>Operating Reserve:</td>
<td>$20.78</td>
<td>$5.20</td>
</tr>
<tr>
<td><strong>Total Annual Street Lighting Cost:</strong></td>
<td>$246.20</td>
<td>$61.55</td>
</tr>
</tbody>
</table>

**TOTAL ANNUAL STREET LIGHTING ASSESSMENT:** $246.20 $61.55

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Total Cost for Zone N</th>
<th>Cost per Parcel for Zone N</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Landscaping:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Landscaping Maintenance:</td>
<td>$5,100.00</td>
<td>$1,275.00</td>
</tr>
<tr>
<td>Tree Trimming:</td>
<td>$900.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>Water:</td>
<td>$1,560.00</td>
<td>$390.00</td>
</tr>
<tr>
<td>Calsense Single:</td>
<td>$175.00</td>
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<tr>
<td>Backflow Certificate (2):</td>
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<tr>
<td>Fertilizer Injector (2):</td>
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<td>$110.00</td>
</tr>
<tr>
<td>Electric Meter (2):</td>
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<td>$75.00</td>
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<tr>
<td><strong>Total Landscaping Maintenance Costs:</strong></td>
<td>$8,575.00</td>
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<tr>
<td>Administration:</td>
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<td>$182.22</td>
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<tr>
<td>Operating Reserve:</td>
<td>$857.50</td>
<td>$214.38</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL LANDSCAPING COSTS:</strong></td>
<td>$10,161.38</td>
<td>$2,540.34</td>
</tr>
</tbody>
</table>

**TOTAL ANNUAL STREET LIGHTING AND LANDSCAPING ASSESSMENT:** *$10,408.00* *$2,602.00*

**INITIAL MAXIMUM ASSESSMENT PER ASSESSABLE PARCEL:** $2,602.00

**Notes:**
Water meter cost included on landscape rate.

*Rounded to the nearest dollar.*
PART IV – ASSESSMENT DIAGRAM

(See next page)
PART V – ASSESSMENT ROLLS

Parcel identification for each lot/unit or parcel within Zone L 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 L includes the following Assessor’s Parcel Numbers (APNs) as of the date of this Report: 181-190-010, 181-151-001, 181-151-002, and 181-151-003.

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 L are as follows:

<table>
<thead>
<tr>
<th>Parcel/ Lot No.</th>
<th>Maximum Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>181-190-010</td>
<td>$2,602.00</td>
</tr>
<tr>
<td>181-151-001</td>
<td>$2,602.00</td>
</tr>
<tr>
<td>181-151-002</td>
<td>$2,602.00</td>
</tr>
<tr>
<td>181-151-003</td>
<td>$2,602.00</td>
</tr>
</tbody>
</table>
STAFF REPORT

DATE: SEPTEMBER 19, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ALAN KREIMEIER, INTERIM CITY MANAGER

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

SUBJECT: AGENDA ITEM NO. 16.D

PUBLIC HEARING REGARDING THE ANNEXATION OF TERRITORY (ZONE 2-D) TO THE CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED (THE “DISTRICT”) AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY; EAST OF IBERIA STREET AND WEST OF ETIWANDA AVENUE (SPACE CENTER)

RECOMMENDATION

1) That the City Council adopt Resolution No. 2019-87, 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. 11-26, 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 August 15th, 2019 meeting, the City Council adopted Resolution No. 2019-71 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-D and the levy and collection of assessments within such territory. Zone 2-D includes 2 assessable parcels, generally located east of Iberia Street and west of Etiwanda Avenue.

Further, the City Council adopted Resolution No. 2019-73 declaring its intention to annex territory to the District and to levy and collect assessments within such territory for fiscal year 2020-21. Resolution No. 2019-73 set September 19, 2019 as the public hearing date for protests to the levy of annual assessments and the annexation.

Subsequent to the August 15th 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 2020-21. 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 exceed 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 August 15th, 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 collection via the annual property tax bills. The property owners have posted a deposit with their application to form Zone 2-D, 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 for the Zone 2-D. The City’s cost to administer Zone 2-D annually will be reimbursed through the special assessment charged to property owners. The fiscal year 2020-21 (base year) maximum assessment for landscape maintenance and street lighting for each parcel is $415.64 and is subject to escalation beginning in FY 2021-22 to account for reasonable increase cost for maintenance and inflation.

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-D. Both the revenue and expenses will be part of the City's FY 2020-21 Adopted Budget, and there is no anticipated impact to the general fund.
CONCLUSION

It is recommended that the City Council adopt Resolution No. 2019-XX ordering annexation of territory to the District and the levy and collect assessments within such territory for fiscal year 2020-21.

ALTERNATIVES

1. Take no action.

2. Provide staff with further direction.

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

Carolina Fernandez, E.I.T.
Assistant Engineer

Reviewed by:

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

Reviewed by:

Connie Cardenas
Interim Director of Administrative Services

Submitted by:

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

Reviewed by:

Peter M. Thorson
City Attorney

Reviewed by:

Alan Kreimeier
Interim City Manager

Attachments:

1. Resolution No. 2019-87; Ordering Annexation
2. Engineer’s Report
RESOLUTION NO. 2019-87


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 2020-2021 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 2020-2021. 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(e) 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 2020-2021 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 156-140-060 and 156-140-061 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 2020-2021 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 installation and planting of landscaping, including trees, shrubs, grass and other ornamental vegetation; the installation or construction of public lighting facilities including but not limited to, street lights; 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 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, 2020 and ending on June 30, 2021.

Section 11. The adoption of this Resolution constitutes the levy of an assessment for the fiscal year commencing July 1, 2020 and ending June 30, 2021.

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-D," 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 19th day of September, 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. 2019-87 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on September 19, 2019 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, on September 19, 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
Volume 2

ZONE 2-D
SPACE CENTER

AUGUST 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  
DEFINITIONS ............................................................................................................................................. 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 2-D .... 6  
STREET LIGHTING UPGRADES ................................................................................................................. 6  
PART III – FINANCIAL ANALYSIS ........................................................................................................... 7  
INTRODUCTION ........................................................................................................................................ 7  
MAXIMUM ASSESSMENT METHODOLOGY ............................................................................................ 7  
COST ESTIMATE ....................................................................................................................................... 8  
PART IV – ASSESSMENT DIAGRAM ......................................................................................................... 11  
PART V – ASSESSMENT ROLLS ................................................................................................................ 12
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 The Space Center to City of Jurupa Valley L&LMD No. 89-1-C as Zone 2-D and establishes the Maximum Assessment to be levied in the Fiscal Year commencing July 1, 2020 to June 30, 2021 (2020-2021) 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 2-D**

**Space Center**

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-D 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.

August 15, 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 15th day of August, 2019 the City Council, City of Jurupa Valley, State of California, ordering the preparation of the Report providing for the annexation of The Space Center to L&LMD No. 89-1-C Volume 2 as Zone 2-D, 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. 2019-71 for a special assessment district zone known and designated as:

ZONE 2-D
Space Center

As of the date of this Report, August 15th, 2019, the annexation of Zone 2-D includes annexation of that portion of land identified by the Assessor Parcel Numbers 154-140-060 and 156-140-061. 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-D and the establishment of the Maximum Assessment, based on Proposition 218 and the Act of 1972, to be levied and collected commencing Fiscal Year 2020-2021 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-D shall consist of a benefit zone encompassing the properties within the industrial development located east of Iberia Street and west of Etiwanda Avenue. The proposed improvements described in this Report are based on current development and improvement plans provided as of the date of this Report; streetlight plans prepared by KCT Consultants, Inc.

Zone 2-D encompasses the properties located at 11100 Iberia Street and 11200 Iberia Street, in the City of Jurupa Valley, in the County of Riverside, State of California. It includes 2 parcels, identified as the industrial development Space Center.

Zone 2-D consists of all lots/units, parcels, and subdivisions of land located in the following development area:

Space Center – Assessor Parcel Numbers as of date of this Report: 154-140-060 and 156-140-061.
PART II – IMPROVEMENTS AND SERVICES FOR CITY OF JURUPA VALLEY L&LMD NO. 89-1-C ZONE 2-D

The services to be funded by City of Jurupa Valley L&LMD No. 89-1-C Zone 2-D include the operating energy cost and maintenance of the streetlights (6) required for the industrial development designated as Space Center; the streetlights are located on the west side of Etiwanda Avenue along the frontage of the development. The proposed improvements, the associated costs, and assessments have been carefully reviewed, identified, and allocated based on special benefit. Zone 2-D 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-D. 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 industrial development, as shown in the Street Lighting Improvement Plan by KTC Consultants, Inc. prepared for Space Center.

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-D 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 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, it is determined that each of the parcels within the Zone benefit equally form 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-D costs and assessments.

The Maximum Assessment formula shall be applied to all assessable parcels of land within the Zone. For Zone 2-D, the initial Maximum Assessment(s) for Fiscal Year 2020-2021 are as follows:

1. The initial Total Maximum Assessment established within Zone 2-D (Space Center) shall be $831.28.
2. The initial Maximum Assessment per assessable parcel/lot/unit established within Zone 2-D, composed of 2 assessable lots in Space Center, is anticipated to be $415.64.

In compliance with California Constitution Article XIIIID (Proposition 218), the assessment established for Zone 2-D 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-D’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-D assessments may remain virtually unchanged. The Maximum Assessment adjustment is designed to establish reasonable limits on Zone 2-D 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-D. 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-D.

**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 boundary zone 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-D 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-D 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-D  
Space Center  
FY 2020-2021

Total Assessable Parcels/Lots: 2

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Total Cost for Zone 2-D</th>
<th>Cost per Parcel/Lot for Zone 2-D</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Street Lighting:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Energy Charge of $111.15 per street light for 6 Street Lights – 150 Watt LED: Administration</td>
<td>$701.50</td>
<td>$350.75</td>
</tr>
<tr>
<td>Operating Reserve</td>
<td>$70.15</td>
<td>$35.07</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL STREET LIGHTING COSTS:</strong></td>
<td>$831.28</td>
<td>$415.64</td>
</tr>
</tbody>
</table>

**AD VALOREM REDUCTION**  
$0  $0

**INITIAL MAXIMUM ASSESSMENT PER ASSESSABLE LOT/UNIT OR PARCEL OF SPACE CENTER:**  
$415.64
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-D
SPACE CENTER
CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SEC 5, T. 2S, R. 6W

ASSESSOR'S PARCEL NUMBER AS
OF DATE OF ENGINEER'S REPORT
156-140-060
156-140-061

Subzone Boundary

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

1260 Corona Pointe Court, Suite 305
Corona, CA 92879
Phone: 855.900.4742
PART V – ASSESSMENT ROLLS

Parcel identification for each lot/unit or parcel within Zone 2-D 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-D includes the following Assessor’s Parcel Numbers (APNs) as of the date of this Report: 156-140-060 and 156-040-061.

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-D are as follows:

<table>
<thead>
<tr>
<th>Parcel/ Lot No.</th>
<th>Maximum Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>156-140-060</td>
<td>$415.64</td>
</tr>
<tr>
<td>156-140-061</td>
<td>$415.64</td>
</tr>
</tbody>
</table>
RECOMMENDATION

1) That the City Council approved the Reach Out and Jurupa Valley Chamber of Commerce Agreements for FY 2019/20 funding, and authorize the Mayor to execute the Agreements.

BACKGROUND

For the past year, the City of Jurupa Valley has funded programs and services through the City for Healthy Jurupa Valley (HJV) and the Jurupa Valley Chamber of Commerce (Chamber). The HJV funding was to support the HJV programs and Action team activities, and to provide supplemental funding for Reach Out to administer the programs. The Chamber funding was to assist the Chamber in promotional, educational and membership recruitment activities.

ANALYSIS

The City Council included funding for Reach Out and the Chamber in the FY 19/20 budget adopted on June 6, 2019 in order to continue those activities. The City Council also was notified that staff would prepare funding documents to be executed by each respective party specifying the agreement amount, scope of work, insurance requirements, and reporting requirements. These Agreements are attached. The Reach Out agreement is for the amount of $50,000 in funding. The Chamber agreement is for the amount of $40,000.

The attached Agreements are for one year, July 1, 2019 - June 30, 2020. Staff recommends approval of the Agreements at this time, and authorization for the Mayor to execute the Agreements.
None.

FINANCIAL IMPACT

The amounts listed in the documents are included in the adopted budget for FY 19/20.

ALTERNATIVES

1. Elect not to enter into the agreements which will result in no documentation of the funding use and expenditures.

Submitted by:

Alan Kreimeier
Interim City Manager

Reviewed by:

Connie Cardenas
Interim Administrative Services Director

Reviewed by:

Peter M. Thorson
City Attorney

Attachments:

1. Reach Out Agreement
2. Jurupa Valley Chamber of Commerce Agreement
AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF JURUPA VALLEY AND REACH OUT FOR
OPERATION OF HEALTHY JURUPA VALLEY

THIS AGREEMENT is made and effective as of July 1, 2019, by and between the CITY OF JURUPA VALLEY ("City"), and REACH OUT, Inc., a California nonprofit corporation ("Recipient"). In consideration of the mutual covenants, conditions and undertakings set forth herein, the parties agree as follows:

1. Recitals. This Agreement is made with respect to the following facts and purposes which each of the parties acknowledge and agree are true and correct:
   A. Recipient is a non-profit corporation providing social services, educational opportunities, and healthy living opportunities to the people in Riverside and San Bernardino Counties.
   B. “Healthy Jurupa Valley” is a program in the City of Jurupa Valley that provides significant public health and community benefits to the people of Jurupa Valley. Healthy Jurupa Valley is part of a national Healthy Cities movement to improve the health and quality of life of all Jurupa Valley residents. Healthy Jurupa Valley was formally established in December of 2012. The work of Healthy Jurupa Valley is accomplished through five ACTION TEAMS. Each Action Team is co-chaired by volunteer leaders from the community, and is focused on goals set by community members, for community members. These powerful Action Teams are:
      - Arts & Recreation
      - Gardens & Markets
      - Jurupa Valley Family Resource Network
      - Community Safety & Readiness
      - Community Prosperity
   C. In consideration of the benefits to the City of the Healthy Jurupa Valley program, City is willing to provide funds to Recipient to continue its work for Healthy Jurupa Valley as provided in this Agreement.

2. Funding. The City hereby agrees to provide funding to Recipient for the operation of the Healthy Jurupa Valley Program in the amount of fifty thousand dollars ($50,000) for Fiscal Year 2019-20 subject to the provisions of this Agreement.

3. Use of Funds.
   A. Recipient shall use the funds to support the operations of Healthy Jurupa Valley and for no other purposes.
   B. Recipient shall coordinate and facilitate the discussion of community needs and the development of community projects through the Action Teams described in Paragraph 1.B.
C. Funds shall not be used to support or oppose any candidates for elected or appointive office or to support or oppose any ballot measure on local or state ballots.

4. **TERM.** This Agreement shall commence on July 1, 2019, and shall remain and continue in effect until June 30, 2020, unless sooner terminated pursuant to the provisions of this Agreement. The City Council may terminate this Agreement at any time, with or without cause, on five (5) days prior written notice to the Recipient. The City Manager may at any time, upon notice to Recipient, suspend the funding and work of Recipient should the City Manager determine that Recipient is operating in violation of this Agreement.

5. **QUARTERLY FINANCIAL REVIEW.** Recipient shall provide a quarterly financial review of its operations to the City. This financial review shall be completed and submitted to the City Manager on September 3, 2019, January 2, 2020, April 1, 2020 and June 30, 2020. The financial review shall provide a general summary report on how Funds were expended and used to benefit Jurupa Valley residents and shall include documentation, including but not limited to, copies of invoices, receipts and cancelled checks to support the use of Funds. The financial documentation shall comply with the usual and customary accounting documentation of non-profit organizations with such additional documentation as may be required by the City Manager.

7. **INDEMNIFICATION.** Recipient shall indemnify, protect, defend and hold harmless the City of Jurupa Valley, its elected officials, officers, employees, volunteers, and representatives from any and all suits, claims, demands, losses, defense costs or expenses, actions, liability or damages of whatsoever kind and nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Recipient’s negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement.

6. **LIABILITY INSURANCE.** Recipient shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Recipient, its agents, representatives, or employees.

   A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

   1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

   2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

   3) Worker’s Compensation insurance as required by the State of California and Employer’s Liability Insurance.

   B. **Minimum Limits of Insurance.** Recipient shall maintain limits no less than:

   1) General Liability: one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a
general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One million dollars ($1,000,000) per accident for bodily injury and property damage.

3) Employer’s Liability: One million dollars ($1,000,000) per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed $25,000 unless otherwise approved in writing by the City Manager in his sole discretion.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Recipient; products and completed operations of the Recipient; premises owned, occupied or used by the Recipient; or automobiles owned, leased, hired or borrowed by the Recipient. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Recipient’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Recipient’s insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Recipient’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the City.
E. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-:VII.

F. **Verification of Coverage.** Recipient shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences. As an alternative to the City’s forms, the Recipient’s insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. City Manager is authorized to modify the insurance requirements of this Paragraph 6 in his sole discretion.

G. **Recipient, by executing this Agreement, hereby certifies:**

“I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workman’s Compensation or undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

7. **LEGAL RESPONSIBILITIES.** Recipient shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement, including without limitation, such laws prohibiting discrimination against protected groups. Recipient shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Recipient to comply with this section.

8. **ASSIGNMENT.** Recipient shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City Manager.

9. **NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice, and shall be effective upon personal services or two business days following deposit with a document delivery service or mail:

**CITY:** CITY OF JURUPA VALLEY
8930 Limonite Avenue
Jurupa Valley, CA 92509
Attention: City Manager
RECIPIENT:  REACH OUT, INC.
1126 W. Foothill Blvd, Ste 250
Upland, CA 91786
Attention: Executive Director

10.  INDEPENDENT CONTRACTOR.

A.  Recipient shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Recipient shall at all times be under Recipient's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Recipient or any of Recipient's officers, employees, or agents except as set forth in this Agreement. Recipient shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Recipient shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B.  No employee benefits shall be available to Recipient in connection with the performance of this Agreement. Except for the fees paid to Recipient as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Recipient for performing services hereunder for City. City shall not be liable for compensation or indemnification to Recipient for injury or sickness arising out of performing services hereunder.

11.  ENTIRE AGREEMENT.  This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF JURUPA VALLEY

________________________________
Brian Berkson, Mayor

ATTEST:

________________________________
Victoria Wasko, CMC
City Clerk

APPROVED AS TO FORM:

________________________________
Peter Thorson, City Attorney

REACH OUT, INC, a California non-profit corporation

By: _____________________________
Name: ___________________________
Title: ___________________________

By: _____________________________
Name: ___________________________
Title: ___________________________

[*Note: Signatures of two corporate officers are required for corporations – First signature must be one of the following: 1) the chairman of the board; 2) the president; or 3) any vice president. The second corporate signature must be one of the following: 1) the secretary; 2) any assistant secretary; 3) the chief financial officer; or 4) any assistant treasurer.*}
AGREEMENT FOR CONSULTANT SERVICES BETWEEN
CITY OF JURUPA VALLEY AND THE JURUPA VALLEY
CHAMBER OF COMMERCE

THIS AGREEMENT is made and effective as of July 1, 2019, by and between the CITY OF JURUPA VALLEY ("City"), and JURUPA VALLEY CHAMBER OF COMMERCE, Inc., a California nonprofit corporation ("Recipient"). In consideration of the mutual covenants, conditions and undertakings set forth herein, the parties agree as follows:

1.  **Recitals.** This Agreement is made with respect to the following facts and purposes which each of the parties acknowledge and agree are true and correct:

   A.  Recipient is a non-profit corporation established as a chamber of commerce to promote and enhance the business community of Jurupa Valley.

   B.  The mission of the Recipient is to “Promote and enhance the business community of Jurupa Valley, and the residential community it serves and to assist our members in a safe and successful execution of operations; both in the immediate needs of today, and the long term needs of the future.”

   C.  In consideration of the benefits to the City of the promotion and enhancement of the business community of Jurupa Valley, City is willing to provide funds to Recipient to continue its work for Jurupa Valley as provided in this Agreement.

2.  **Funding.** The City hereby agrees to provide funding to Recipient for the promotion and enhancement of the business community of Jurupa Valley in the amount of forty thousand dollars ($40,000) for Fiscal Year 2019-20 subject to the provisions of this Agreement.

3.  **Use of Funds.**

   A.  Recipient shall use the funds for the promotion and enhancement of the business community of Jurupa Valley and for no other purposes.

   B.  Recipient shall promote and enhance the business community of Jurupa Valley, and the residential community it serves, and to assist our members in a safe and successful execution of operations; both in the immediate needs of today, and the long term needs of the future including the following activities:

      1)  Continue all activities related to membership development and educational activities for local businesses including seminars and webinars.

      2)  Continue all activities related to business development and opportunities within the City of Jurupa Valley including business retention and recruitment, inclusive of business related events, social media, newsletters, direct meetings with potential businesses, etc.
3) Funds shall not be used to support or oppose any candidates for elected or appointive office or to support or oppose any ballot measure on local or state ballots.

4. **TERM.** This Agreement shall commence on July 1, 2019, and shall remain and continue in effect until June 30, 2020, unless sooner terminated pursuant to the provisions of this Agreement. The City Council may terminate this Agreement at any time, with or without cause, on five (5) days prior written notice to the Recipient. The City Manager may at any time, upon notice to Recipient, suspend the funding and work of Recipient should the City Manager determine that Recipient is operating in violation of this Agreement.

5. **QUARTERLY FINANCIAL REVIEW.** Recipient shall provide a quarterly financial review of its operations to the City. This financial review shall be completed and submitted to the City Manager on September 3, 2019, January 2, 2020, April 1, 2020, and June 30, 2020. The financial review shall provide a general summary report on how Funds were expended and used to benefit Jurupa Valley residents and shall include documentation, including but not limited to, copies of invoices, receipts and cancelled checks to support the use of Funds. The financial documentation shall comply with the usual and customary accounting documentation of non-profit organizations with such additional documentation as may be required by the City Manager.

7. **INDEMNIFICATION.** Recipient shall indemnify, protect, defend and hold harmless the City of Jurupa Valley, its elected officials, officers, employees, volunteers, and representatives from any and all suits, claims, demands, losses, defense costs or expenses, actions, liability or damages of whatsoever kind and nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Recipient’s negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement.

6. **LIABILITY INSURANCE.** Recipient shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Recipient, its agents, representatives, or employees.

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3) Worker’s Compensation insurance as required by the State of California and Employer’s Liability Insurance.

B. **Minimum Limits of Insurance.** Recipient shall maintain limits no less than:

1) General Liability: one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a

-2-
general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One million dollars ($1,000,000) per accident for bodily injury and property damage.

3) Employer’s Liability: One million dollars ($1,000,000) per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed $25,000 unless otherwise approved in writing by the City Manager in his sole discretion.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Recipient; products and completed operations of the Recipient; premises owned, occupied or used by the Recipient; or automobiles owned, leased, hired or borrowed by the Recipient. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Recipient’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Recipient’s insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Recipient’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the City.
E. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-:VII.

F. **Verification of Coverage.** Recipient shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences. As an alternative to the City’s forms, the Recipient’s insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. City Manager is authorized to modify the insurance requirements of this Paragraph 6 in his sole discretion.

G. **Recipient, by executing this Agreement, hereby certifies:**

“I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workman’s Compensation or undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

7. **LEGAL RESPONSIBILITIES.** Recipient shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement, including without limitation, such laws prohibiting discrimination against protected groups. Recipient shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Recipient to comply with this section.

8. **ASSIGNMENT.** Recipient shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City Manager.

9. **NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice, and shall be effective upon personal services or two business days following deposit with a document delivery service or mail:

**CITY:** CITY OF JURUPA VALLEY

8930 Limonite Avenue
Jurupa Valley, CA 92509
Attention: City Manager
RECIPIENT: JURUPA VALLEY CHAMBER OF COMMERCE
Post Office Box 3798
Jurupa Valley, CA 92519
Attention: President

10. INDEPENDENT CONTRACTOR.

A. Recipient shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Recipient shall at all times be under Recipient's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Recipient or any of Recipient's officers, employees, or agents except as set forth in this Agreement. Recipient shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Recipient shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Recipient in connection with the performance of this Agreement. Except for the fees paid to Recipient as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Recipient for performing services hereunder for City. City shall not be liable for compensation or indemnification to Recipient for injury or sickness arising out of performing services hereunder.

11. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF JURUPA VALLEY

________________________________
Brian Berkson, Mayor

ATTEST:

________________________________
Victoria Wasko, CMC
City Clerk

APPROVED AS TO FORM:

________________________________
Peter Thorson, City Attorney

JURUPA VALLEY CHAMBER OF COMMERCE, INC., a California non-profit corporation

By: _____________________________
Name: ___________________________
Title: ___________________________

By: _____________________________
Name: ___________________________
Title: ___________________________

[*Note: Signatures of two corporate officers are required for corporations – First signature must be one of the following: 1) the chairman of the board; 2) the president; or 3) any vice president. The second corporate signature must be one of the following: 1) the secretary; 2) any assistant secretary; 3) the chief financial officer; or 4) any assistant treasurer.]
RECOMMENDATION

1) That the City Council adopt Resolution No. 2019-88, entitled:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING THE COMMUNITY SERVICE GRANTS POLICY

ANALYSIS

On August 1, 2019, the City Council considered a proposed Community Services Grant Funding Policy. At that time the Council referred the Policy back to the Staff for further consideration and specifically requested that the Policy provide: (1) An annual process for considering Community Services Grant Applications; a prohibition on organizations receiving grant funds if a Council Member is a member of the applicants board of directors or an officer of the organization; and (3) that specific procedures be in place to document the recipient organization’s compliance with the terms of the grant.

The proposed Community Services Grant Policy establishes the City’s purposes and funding philosophy for awarding Community Services Grants as well as the criteria for approving such grants and procedures for applying for such grants.

Eligibility for Community Services Grant

In order to be eligible to receive a Community Services Grant, the organization would need to meet certain criteria.
Organizations applying for Community Service Grants shall have current tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

An organization shall not be eligible for Community Services Grants if the funding will be used for the following purposes: (1) salaries; (2) scholarships to high school or college students as part of their funding request; (3) satisfaction of debts; (4) mass mailing in violation of the mass mailing provisions of the Political Reform Act; (5) religious purposes; (6) political purposes; or (7) mass mailings in violation of the Political Reform Act.

An organization shall not be eligible for Community Services Grants if: (1) one or more members of the City Council are members of the board or officers of the organization; (2) the organization is currently involved in a lawsuit adverse to the City; (3) the organization engages in uses or activities prohibited by law or City ordinances; (4) the organization engages in activities that create a conflict of interest for the City; or (5) the organization engages in activities that are adverse to the health or safety of the community.

By law, all Community Service Funding may only be spent for a public purpose for the City of Jurupa Valley and must comply with all applicable laws. The program or service eligible for funding must be social welfare, educational, charitable, athletic, cultural, or recreational programs which benefits the general community of Jurupa Valley residents, including promotion of the City.

**Procedures for Processing Applications for Community Services Grants**

The proposed Policy provides for the following procedures for processing an approving Community Services Grants:

1. All eligible organizations shall submit an application for Community Service Grants. Applying for funds does not ensure that the request will be granted. Funding for the City’s Community Service Grant Program is limited and some applications, while worthy, will not be funded due to the limited resources.

2. The Applicant shall submit information about the organization and is proposed use of the funds in support of its request for Community Services Grant.

3. Applications shall be submitted to the City Manager in February of each year.

4. The City Manager shall review the Applications and make a report to the City Council of the amount of Community Service Grants requested so that the City Council can establish the amount of funding for Community Services Grants as part of the City Budget.

5. Following adoption of the City Budget, the City Council shall approve, conditionally approve or disapprove the applications for Community Services Grants.
Services Grants within the budget for such grants established in the City Budget.

6. Upon finding that special circumstances exist, the City Council may approve, conditionally approve or disapprove a request for a Community Grant Funding submitted to the City outside of this time frame.

Criteria for Consideration of Grants

In determining whether to approve, conditionally approve, or deny an Application for a Community Services Grant, the Policy provides that the City Council will consider the following criteria:

1. Is the organization currently a 501(c)(3) nonprofit organization?
2. Does the organization provide a service to the overall community of Jurupa Valley?
3. Will the organization use the City of Jurupa Valley Community Service Funding Grant for the benefit of the citizens of Jurupa Valley?
4. Is the size and make-up of the organization equipped to provide the Project/Program to the overall community?
5. What is the public reaction to the group?
6. Does the organization have a high quality level of fiscal management?
7. Is the group well organized to ensure longevity in the City of Jurupa Valley?
8. Is there evidence of satisfactory service provided to the City's citizens?
9. Is the organization free from discrimination based on race, color, creed, nationality, sex, marital status, disability, religion, or political affiliation?
10. Does the organization require attendance or participation in any political, religious or social activity?
11. Can the organization provide financial statements (prepared using an appropriate method of accounting) to demonstrate sound financial management?
12. Can the organization provide a budget demonstrating its cost-effectiveness?
13. Does the organization make its services available to all?
14. Does the organization possess ongoing program evaluation tools?

Compliance Verification

Each organization receiving a Community Services Grant shall submit full accounting and documentation to substantiate that Community Services Grant funds were spent appropriately. The documentation shall include invoices/receipts, a narrative that explains each expenditure including how it specifically benefited Jurupa Valley residents, a schedule of the Project/Program’s revenues/expenditures, and such other information as the City Manager deems necessary to evaluate the organization’s compliance with the requirements of the Community Services Grant. The organization shall file an Expenditure Report in substantially the form attached to the Policy.
If funds are not spent in accordance with the approved purpose, the organization will be required to refund the amount of funds. Failure to provide proper documentation may jeopardize any future funding. The City of Jurupa Valley also reserves the right to conduct an audit and/or require additional back-up information to substantiate how funds received from the City were spent.

FINANCIAL IMPACT

Allocation of funds for Community Service Grants will be made as part of the City Council approval of the Budget.

ALTERNATIVES

Provide comments to Staff and request changes to the Community Services Grants Policy.

Submitted by:                      Reviewed by:

Alan Kreimeier
Interim City Manager

Reviewed by:

George A. Wentz
Deputy City Manager

Reviewed by:

Terri Rollings
Assistant to the City Manager/PIO

Reviewed by:

Peter M. Thorson
City Attorney

Attachment:

1. Proposed Resolution approving Community Service Grants Policy
RESOLUTION NO. 2019-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING THE COMMUNITY SERVICE GRANTS POLICY

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

Section 1. The City Council does hereby find and determine as follows:

A. Each fiscal year, the City of Jurupa Valley may allocate funds toward the Community Service Grants to serve as a funding resource to nonprofit organizations that provide programs or services which benefit Jurupa Valley residents.

B. The purpose of the Community Services Grants Policy is to establish application procedures and evaluation criteria for funding requests received from community-based organizations that provide community service programs to Jurupa Valley residents.

C. It is the City's policy to have a program that can channel requests through an application review, thereby ensuring that all requests are evaluated consistently to enter into agreements for specific measurable services and to ensure that recipients are held accountable for providing the agreed upon services within the specified time frame.

Section 2. The City Council hereby approves the Community Service Grants Policy, attached hereto as Attachment A.

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 19th day of September, 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. 2019-88 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on September 19, 2019 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, on September 19, 2019.

________________________________
Victoria Wasko, City Clerk
City of Jurupa Valley
Community Service Grants Policy

General Policy
Each fiscal year, the City of Jurupa Valley may allocate funds toward the Community Service Grants Program to serve as a funding resource to nonprofit organizations that provide programs or services which benefit Jurupa Valley residents. The purpose of this Policy is to establish application procedures and evaluation criteria for funding requests received from community-based organizations that provide community service programs to Jurupa Valley residents. It is the City’s policy to have a program that can channel requests through an application review, thereby ensuring that all requests are evaluated consistently to enter into agreements for specific measurable services and to ensure that recipients are held accountable for providing the agreed upon services within the specified time frame.

Due to limited resources, not all requests can be funded. It is not the City’s intention to fund each request received but rather to evaluate each proposal and provide funding to those organizations which most effectively serve the needs and improves the well-being of the residents of Jurupa Valley.

The City Council encourages a goal of self-sufficiency for all local organizations. The City Council supports providing grants to organizations that have demonstrated their effectiveness in raising funds and volunteer services for their programs within the community. The Council discourages an over-reliance on City financial assistance to maintain such programs on an ongoing basis. Therefore, all organizations requesting funds from the City should continue efforts to develop stable private funding sources.

Eligibility
Organizations applying for Community Service Grants shall have current tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

An organization shall not be eligible for Community Services Grants if the funding will be used for the following purposes: (1) salaries; (2) scholarships to high school or college students as part of their funding request; (3) satisfaction of debts; (4) mass mailing in violation of the mass mailing provisions of the Political Reform Act; (5) religious purposes; (6) political purposes; or (7) mass mailings in violation of the Political Reform Act.

An organization shall not be eligible for Community Services Grants if: (1) one or more members of the City Council are members of the board or officers of the organization; (2) the organization is currently involved in a law suit adverse to the City; (3) the organization engages in uses or activities prohibited by law or City ordinances; (4) the organization engages in
activities that create a conflict of interest for the City; or (5) the organization engages in activities that are adverse to the health or safety of the community.

By law, all Community Service Funding may only be spent for a public purpose for the City of Jurupa Valley and must comply with all applicable laws. The program or service eligible for funding must be social welfare, educational, charitable, athletic, cultural, or recreational programs which benefits the general community of Jurupa Valley residents, including promotion of the City.

The City Council adopted Resolution No. 2014-48 establishing a policy for the waiver of City fees. This Policy does not, therefore, address the waiver of City fees.

**Procedures for Processing and Approving Applications for Community Services Funding**

1. All eligible organizations shall submit an application for Community Service Grants. Applying for funds does not ensure that the request will be granted. Funding for the City’s Community Service Grant Program is limited and some applications, while worthy, will not be funded due to the limited resources.

2. The Applicant shall submit the following information to the City in support of its request for Community Services Grant on an Application form in substantially the form of Exhibit A, attached hereto:

   A. Name of organization;
   B. Organizational history
   C. A description of Project/Program, including a physical address of project/program/event;
   D. Project/Program benefit;
   E. Organization objective;
   F. Project/Program budget;
   G. Areas served;
   H. Population served;
   I. Financial information on the requesting organization;
   J. Compliance documentation up-to-date for any previous Community Service Funding grants awarded to your organization; and
   K. A signed acknowledgement by the recipient that should the grant be awarded the Applicant agrees to the following:
      (1) The responsibilities of the organization with respect to the use of the Community Service Funding grant;
      (2) Full accounting with documentation on the use of awarded funds.
      (3) Non-discrimination clause
      (4) Compliance with all laws and ordinances; and
      (5) Compliance with conditions of approval of the grant.
3. Applications shall be submitted to the City Manager in February of each year. The City Manager will review the Application for completeness and may request further information in order to allow the Council to evaluate the Application under this Policy.

4. The City Manager shall review the Applications and make a report to the City Council of the amount of Community Service Grants requested so that the City Council can establish the amount of funding for Community Services Grants as part of the City Budget.

5. Following adoption of the City Budget, the City Council shall approve, conditionally approve or disapprove the applications for Community Services Grants within the budget established in the City Budget.

7. Upon finding that special circumstances exist, the City Council may approve, conditionally approve or disapprove a request for a Community Grant Funding submitted to the City outside of this time frame.

City Manager may delegate his or her responsibilities under this Policy. City Manager is authorized to modify the Application in order to efficiently support the requirements of this Policy.

**Criteria**

In determining whether to approve, conditionally approve, or deny an Application for a Community Services Grant, the City Council shall consider the following criteria:

1. Is the organization currently a 501(c)(3) nonprofit organization?
2. Does the organization provide a service to the overall community of Jurupa Valley?
3. Will the organization use the City of Jurupa Valley Community Service Funding Grant for the benefit of the citizens of Jurupa Valley?
4. Is the size and make-up of the organization equipped to provide the Project/Program to the overall community?
5. What is the public reaction to the group?
6. Does the organization have a high quality level of fiscal management?
7. Is the group well organized to ensure longevity in the City of Jurupa Valley?
8. Is there evidence of satisfactory service provided to the City’s citizens?
9. Is the organization free from discrimination based on race, color, creed, nationality, sex, marital status, disability, religion, or political affiliation?
10. Does the organization require attendance or participation in any political, religious or social activity?
11. Can the organization provide financial statements (prepared using an appropriate method of accounting) to demonstrate sound financial management?
12. Can the organization provide a budget demonstrating its cost-effectiveness?
13. Does the organization make its services available to all?
14. Does the organization possess ongoing program evaluation tools?
Compliance Verification

Each organization receiving a Community Services Grant shall submit full accounting and documentation to substantiate that Community Services Grant funds were spent appropriately. The documentation shall include invoices/receipts, a narrative that explains each expenditure including how it specifically benefited Jurupa Valley residents, a schedule of the Project/Program’s revenues/expenditures, and such other information as the City Manager deems necessary to evaluate the organization’s compliance with the requirements of the Community Services Grant. The organization shall file an Expenditure Report in substantially the form of Exhibit B, attached hereto. City Manager is authorized to modify the Expenditure Report in order to efficiently support the requirements of this Policy.

If funds are not spent in accordance with the approved purpose, the organization will be required to refund the amount of funds. Failure to provide proper documentation may jeopardize any future funding. The City of Jurupa Valley reserves the right to conduct an audit and/or require additional back-up information to substantiate how funds received from the City were spent.

More Information

If you have any questions please contact Terri Rollings (951) 332-6464.

EXHIBIT A

APPLICATION/AGREEMENT

CITY OF JURUPA VALLEY

APPLICATION/AGREEMENT FOR COMMUNITY SERVICES FUNDING

______________________________________________________

PROJECT/PROGRAM INFORMATION

Amount Requested: $________________________________________

Project/Program Title: ___________________ Start Date: _______ End Date: _______

If Grant is Awarded, Make Check Payable to: ________________________________
Name of Applicant Organization: __________________ Year Organization Founded: __________________
Website: __________________ Number of Paid Staff: ___ Number of Volunteers: _________________
Contact Name: __________________ Title/Position: __________________
Contact Person’s Email Address: __________________ Telephone: __________________
Geographic Area(s) the Organization Serves: __________________
Geographic Area(s) the Project/Program Serves: (NOTE: Community Service Funding Grant must be exclusively used to serve Jurupa Valley.):

Include Physical Address of Project/Program: (if different than Organization’s Mailing Address):

________________________________________________________________________
NONPROFIT STATUS

Is this organization incorporated as a nonprofit? Yes____ No ____ (If No, then ineligible to receive City Funding)

Date of Incorporation as a Nonprofit: ________________________________

Federal Identification Number: _____________ State Identification Number: ______

Print out and attach to this application Verification from Federal (IRS) and State (FTB) as follows:
1. Attach IRS Deductibility Status using this link: http://apps.irs.gov/app/eos/
2. Attach State Entity Status Letter using this link: https://www.ftb.ca.gov/online/self_serve_entity_status_letter/index.asp
3. Attach first page only of most recent IRS Form 990 or attach print out of detailed information about your charity found on this State Registry’s Search Tool: http://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y

Has the organization or any members of the Board of Directors of the organization been involved with any personal business transactions valued over $500 including any business transactions, negotiations, investments, or interests in real property with a Jurupa Valley City Council Member during the past 12 months?

No_____ Yes____ If Yes, briefly describe:

______________________________________________________________

Is a Jurupa Valley City Council Member or Executive Staff Member a member of the Board of Directors or an Officer of the organization?

No_____ Yes____ If Yes, provide Council Member’s Name and title within the organization:

______________________________________________________________

This Application has been authorized by the organization’s:

   Executive Committee ____ Board of Directors ___________ Members-at-Large ______
MISSION STATEMENT OF ORGANIZATION

Briefly describe the goals and objectives, or mission, of your organization. ____

GRANT FUNDING PROJECT/PROGRAM DESCRIPTION

NOTE: Receipts/invoices will be required to be submitted to the City to demonstrate that your organization used grant funding awarded by the City to support the project/program as described here. See Compliance Report on Application for details.

1. Briefly describe WHAT THE PROJECT / PROGRAM IS (use additional sheet if necessary):

2. The City of Jurupa Valley grant funding will be used to support (use additional sheet if necessary):

3. Describe HOW YOUR ORGANIZATION WILL SPEND the grant funding (if awarded). Include equipment or services that would be purchased and why. (Use additional sheet if necessary.)
4. If awarded, explain HOW the grant funding will specifically BENEFIT JURUPA VALLEY RESIDENTS (use additional sheet if necessary):

5. Estimated number of people expected to benefit from this Project/Program:

6. Estimated number of volunteers involved in this Project/Program:_______
The Applicant acknowledges and agrees to the following:

- The information contained on this Application is true, correct and up to date to the best of our knowledge.
- Recipient is subject to all Community Service Funding Program requirements including submittal deadlines and payment disbursements.
- Every Community Service Funding application is considered individually and on its own merit.
- Awards will be given to organizations and activities that directly benefit the residents of Jurupa Valley.
- Funding is not immediately available to the recipient, and requires an award letter signature upon approval. Please allow time for checks to be processed.
- The awarding of Community Service Funding does not constitute an automatic annual allocation.
- The recognition for Community Service Funding should accrue to the City of Jurupa Valley.
- Community Service Funding must be spent as specified on the Application and records may be requested by the City of Jurupa Valley to ensure the funds were used appropriately.
- The recipient shall provide a full accounting with documentation on the use of awarded funds.
- The recipient shall return to the City any funds not spent or documented per the signed agreement.
- If awarded a Community Service Funding Grant by the City of Jurupa Valley last year, then compliance receipts must be submitted on or before this application’s due date or this application may be rejected as incomplete.
- If the Application is granted, Applicant agrees to comply with the Community Service Grant Policy, use the funds only for the purposes approved by the City Council, all laws applicable to the City’s funding of the Grant, and comply with any conditions added by the City Council.
- Applicant further agrees that the Community Services Funding shall not be used for: salaries; scholarships to students; payment of debts; or religious or political purposes.
- Applicant further agrees not to discriminate on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status or such other grounds as are established by law, in the expenditure of the Community Services Funds.

**ORGANIZATION NAME:**

Name: [__________________________________________________________________________]

President
Date: [ ]

Name: [__________________________________________________________________________]

Secretary
Date: [ ]

(If signed by other than President and Secretary, a resolution of the Applicant authorizing the person signing to approve the Application is required.)
SUBMIT ORIGINAL APPLICATION TO:

City of Jurupa Valley
Terri Rollings
City Manager’s Office
8930 Limonite Avenue
JURUPA VALLEY, CA 92509

If you have any questions please contact Terri Rollings at (951)332-6464.
If your organization is awarded a Community Service Funding Grant in FY 2019-2020 by the City of Jurupa Valley, then this information is not due until Friday, September 11, 2020.

If your organization is awarded a Community Service Funding Grant in Fiscal Year 2019-2020 by the City of Jurupa Valley, all grant funds received must be expended anytime between July 1, 2019, and June 30, 2020. In addition, all grant funds must be substantiated with proper back-up documentation. Failure to provide proper documentation may jeopardize any future funding. City of Jurupa Valley reserves the right to conduct an audit and/or require additional back-up information to substantiate how funds received from the City were spent.

If the funds are not spent in accordance with the approved purpose stated on the Application, the organization will be required to refund the amount of funds. To substantiate that Fiscal Year 2019-2020 funds received from the City were spent appropriately, proper back-up documentation including the table below with accompanying receipts/invoices, must be submitted to the City on or before due date: Friday, September 11, 2020.

**EXPENDITURE REPORT**

due on or before Friday, September 11, 2020

1. Demonstrate that the Community Service Funding Grant specifically benefitted Jurupa Valley residents by providing the number of beneficiaries living in the City of Jurupa Valley, that directly benefitted from this program: (approximate number of beneficiaries if you don’t have a precise number): __________
2. Fill out this table (include additional copies if needed to explain all expenditures)
3. Attach Receipts/Invoices (in the same order as listed in this table)
4. Send to: City of Jurupa Valley, 8930 Limonite Avenue, Jurupa Valley, CA 92509, Attn: City Manager’s Office

| Organization: ___________________________ | Name of Project/Program: ___________________________ |
| Amount of Grant Fund Awarded: $__________ | Month + Year Grant Received from City: __________ |

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<tr>
<th>Attachment Number</th>
<th>Name of Company on Receipt/Invoice</th>
<th>Date (Mo/Day/Yr) on Receipt/Invoice</th>
<th>Amount of Expenditure</th>
<th>Describe...</th>
<th>Explain ...</th>
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<td>(1) what the expenditure was</td>
<td>how the expenditure specifically benefitted Jurupa Valley residents</td>
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<td>(2) purpose of the expenditure MUST support Project/Program description on Application + Award Letter</td>
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**EXPENDITURE TOTAL**

Note: Expenditure Total must be equal to $ (or greater than) the “Amount of Grant Fund Awarded” (above) provided by the City
DATE: SEPTEMBER 19, 2019
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: ALAN KREIMEIER, INTERIM CITY MANAGER
SUBJECT: AGENDA ITEM NO. 17.C

INTRODUCTION OF ORDINANCE AMENDING SECTION 7.15.230 OF CHAPTER 7.15 OF TITLE 7 OF THE JURUPA VALLEY MUNICIPAL CODE TO CLARIFY PROCEDURES FOR APPEALS OF PLANNING DIRECTOR AND PLANNING COMMISSION DECISIONS ON APPLICATIONS FOR EXTENSIONS OF TIME FOR TENTATIVE MAPS AND TO MAKE CLERICAL REVISIONS CONSISTENT WITH THE SUBDIVISION MAP ACT, AND FINDING THAT THE MODIFICATIONS ARE EXEMPT FROM CEQA PURSUANT TO SECTION 15061(B)(3) OF THE CEQA GUIDELINES

RECOMMENDATION

1) That the City Council conduct first reading and introduce Ordinance No. 2019-15, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING SECTION 7.15.230 (“EXPIRATION OF APPROVED TENTATIVE MAPS AND VESTING TENTATIVE MAPS - EXTENSION OF TIME”) OF CHAPTER 7.15 (“TENTATIVE MAPS”) OF TITLE 7 (“SUBDIVISIONS”) OF THE JURUPA VALLEY MUNICIPAL CODE CONCERNING APPEALS OF DECISIONS ON APPLICATIONS FOR EXTENSIONS OF TIME FOR TENTATIVE MAPS, MAKING CLERICAL REVISIONS CONSISTENT WITH THE SUBDIVISION MAP ACT, AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061(B)(3) OF THE CEQA GUIDELINES

ANALYSIS

On February 21, 2019, the City Council adopted Ordinance No. 2019-05, which added provisions to the City’s Zoning Code (Title 9) and Subdivision Ordinance (Title 7) specifying procedures for appeals of land use decisions made by the Planning Commission to the City Council. The Council’s adoption of Ordinance No. 2019-05 resolved then existing inconsistencies in appeal procedures throughout the Zoning Code and Subdivision Ordinance, and enabled the City Council to hear and decide on all land use entitlements for projects in comprehensive and coordinated hearings.
Staff wishes to clarify certain additional inconsistencies in appeal procedures related to applications for extensions of time for tentative maps. Section 7.15.230 of the City's Subdivision Ordinance currently requires Planning Department staff forward decisions on applications for extensions of time to the City Clerk. The City Clerk must then place a notice of decision on the City Council’s meeting agenda. An appeal of the decision may only be filed within 10 days after the City Clerk’s placement of the notice of decision on the City Council's meeting agenda.

The proposed Ordinance will amend Section 7.15.230 to make the following changes in appeal procedures for decisions on applications for extensions of time:

1. The decision of the applicable City advisory agency (i.e., the Planning Director or Planning Commission) will be final unless a written appeal of the Planning Director’s decision, with the required appeal fee, is filed with the Planning Secretary within 10 calendar days after the date of the decision, or a written appeal of the Planning Commission’s decision, with the required appeal fee, is filed with the City Clerk within 10 calendar days after the date of the decision.

2. The City must then process and resolve the appeal before the Planning Commission or City Council, as applicable, in accordance with the provisions of Sections 9.05.100 and 9.05.110 of the Municipal Code, similar to the appeal procedures for other land use decisions adopted by the Council under Ordinance No. 2019-05.

The proposed Ordinance will also make the clerical revisions to Section 7.15.230 to (a) remove and replace references to County ordinances, the County General Plan, the County Clerk, and the Board of Supervisors, and (b) bring certain provisions into compliance with applicable provisions in Government Code Section 66452.6 of the Subdivision Map Act. The changes proposed for consistency with the provisions of the Subdivision Map Act can be found in revised Sections 7.15.230.E. through G. in the proposed Ordinance.

ENVIRONMENTAL REVIEW

Staff has determined that the proposed amendments to Section 7.15.230 of the City's Subdivision Ordinance are exempt from the requirements of the California Environmental Quality Act (“CEQA”) and the City’s CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed amendments, amending appeal procedures for decisions on applications for extensions of times for tentative maps and making clerical revisions consistent with the Subdivision Map Act, will have a significant effect on the environment. The proposed amendments involve an administrative process of the City that will not result in direct or indirect physical changes in the environment because further environmental review, if required under CEQA, will be performed as appeal applications are submitted to the City.

FINANCIAL IMPACT

None.
ALTERNATIVES

1. Provide comments to Staff and request changes to the proposed Ordinance.

Prepared by:

[Signature]
Peter M. Thorson
City Attorney

Submitted by:

[Signature]
Alan Kreimeier
Interim City Manager

Reviewed by:

[Signature]
Thomas G. Merrell, AICP
Planning Director

Reviewed by:

[Signature]
George A. Wentz
Deputy City Manager

Attachments:

1. Proposed Ordinance
ORDINANCE NO. 2019-15

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, AMENDING SECTION 7.15.230 (“EXPIRATION OF APPROVED TENTATIVE MAPS AND VESTING TENTATIVE MAPS - EXTENSION OF TIME”) OF CHAPTER 7.15 (“TENTATIVE MAPS”) OF TITLE 7 (“SUBDIVISIONS”) OF THE JURUPA VALLEY MUNICIPAL CODE CONCERNING APPEALS OF DECISIONS ON APPLICATIONS FOR EXTENSIONS OF TIME FOR TENTATIVE MAPS, MAKING CLERICAL REVISIONS CONSISTENT WITH THE SUBDIVISION MAP ACT, AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061(B)(3) OF THE CEQA GUIDELINES

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

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

(a) City staff initiated an amendment to Section 7.15.230 (“Expiration of Approved Tentative Maps and Vesting Tentative Maps—Extension of Time”) of Chapter 7.15 (“Tentative Maps”) of Title 7 (“Subdivisions”) of the Jurupa Valley Municipal Code, concerning appeals of decisions on tentative maps and clerical revisions consistent with the Subdivision Map Act (Cal. Gov. Code, § 66410 et seq.) (collectively, the “Code Amendment”).

(b) On September 19, 2019, the City Council of the City of Jurupa Valley held a duly noticed public meeting on the proposed Code Amendment, at which time all persons interested in the proposed Code Amendment had the opportunity and did address the City Council on these matters. Following the receipt of public comments, the City Council duly considered the written and oral testimony received.

(c) All legal preconditions to the adoption of this Ordinance have occurred.

Section 2. CEQA Finding. The proposed Code Amendment is exempt from the requirements of the California Environmental Quality Act (“CEQA”) and the City’s CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed Code Amendment, amending appeal procedures for decisions on applications for extensions of time for tentative maps and making clerical revisions consistent with the Subdivision Map Act, will have a significant effect on the environment. The proposed Code Amendment is an administrative process of the City that will not result in direct or indirect physical changes in the environment because further environmental review, if required under CEQA, will be performed as appeal applications are submitted to the City. The City Council has reviewed the administrative record concerning the proposed Code Amendment and the proposed CEQA exemption, and based on its own independent judgment, finds that the Code Amendment set forth in this Ordinance is exempt from the requirements of the California
Environmental Quality Act ("CEQA") and the City’s CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3).

Section 3. Amendment to Section 7.15.230., Expiration of Approved Tentative Maps and Vesting Tentative Maps—Extension of Time. Section 7.15.230., Expiration of Approved Tentative Maps and Vesting Tentative Maps—Extension of Time, of Chapter 7.15, Tentative Maps, of Title 7, Subdivisions, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“Sec. 7.15.230. - Expiration of approved tentative maps and vesting tentative maps—Extension of time.

A. Tentative tract maps. An approved or conditionally approved tentative tract map shall expire thirty-six (36) months after such approval unless within that period of time a final map shall have been approved and filed with the County Recorder. Prior to the expiration date, the land divider may apply in writing for an extension of time. Each application shall be made to the Planning Director thirty (30) days prior to the expiration date of the tentative map and shall be accompanied by the fee set forth in Chapter 3.65 or resolution of the City Council Ordinance No. 671. The Planning Director shall forward to the Advisory Agency a recommendation for approval or denial of the application. The Advisory Agency may extend the date on which the map expires for one (1) year and, on further application before expiration thereof, may further extend it for a second year and on further application before expiration thereof, may further extend it for a third year, and on further application before expiration thereof, may further extend it for a fourth year, and on further application before expiration thereof, may further extend it for a fifth year, and on further application before expiration thereof, may further extend it for a sixth year. The decision of the Advisory Agency shall be forwarded to the Clerk of the Board of Supervisors. The decision of the Advisory Agency shall be final unless the decision is appealed pursuant to the provisions of Section 7.15.150 to the Board. Any appeal must be filed with the Clerk of the Board of Supervisors accompanied by the fee set forth in Ordinance No. 671 within ten (10) days of the date the notice of decision appears on the Board’s agenda.

B. Tentative parcel maps. An approved or conditionally approved tentative parcel map shall expire thirty-six (36) months after such approval unless within that period of time a final map shall have been approved and filed with the County Recorder. Prior to the expiration date, the land divider may apply in writing for an extension of time. Each application shall be made to the Planning Director thirty (30) days prior to the expiration date of the tentative map and shall be accompanied by the fee set forth in Chapter 3.65 or resolution of the City Council Ordinance No. 671.

(1) For schedule “F”, “G”, “H” and “I” maps, the Planning Director is the Advisory Agency and may extend the date on which the map expires for one (1) year and, on further application thereof, may further extend it for a second year, and on further application thereof may extend it for a third year, and on further application before expiration thereof, may further extend it for a fourth year,
and on further application before expiration thereof, may further extend it for a fifth year, and on further application before expiration thereof, may further extend it for a sixth year. The Planning Director shall report its action directly to the land divider and the Board of Supervisors. The decision of the Planning Director shall be final unless the decision is appealed pursuant to the provisions of Section 7.15.150. For purposes of this subsection B.(1), references in Sections 7.15.150, 9.05.100, and 9.05.110 to “Planning Commission” shall mean the “Planning Director,” the “City Council” shall mean the “Planning Commission, and the “City Clerk” shall mean the “Planning Secretary.” If the Planning Director denies the request for an extension, the applicant may appeal that decision to the Advisory Agency which has jurisdiction on the land division within ten (10) days following the date the notice of decision appears on the Board’s agenda by filing an appeal with the Planning Department accompanied by the fee set forth in Ordinance No. 671.

(2) For schedule “E” maps, the Planning Director shall forward to the Advisory Agency a recommendation of approval or denial of the application. The Advisory Agency may extend the date on which the map expires for one (1) year and, on further application thereof, may further extend it for a second year, and on further application thereof may further extend it for a third year, and on further application before expiration thereof, may further extend it for a fourth year, and on further application before expiration thereof, may further extend it for a fifth year, and on further application before expiration thereof, may further extend it for a sixth year. The decision of the Advisory Agency shall be forwarded to the Clerk of the Board of Supervisors. The decision of the Advisory Agency shall be final unless the decision is appealed pursuant to the provisions of Section 7.15.150 to the Board. Any appeal must be filed with the Clerk of the Board of Supervisors accompanied by the fee set forth in Ordinance No. 671 within ten (10) days of the date the notice of decision appears on the Board’s agenda.

C. An extension of time shall not be granted unless the land division conforms to the Comprehensive General Plan, is consistent with existing zoning, and does not adversely affect the general health, safety, and welfare of the public.

D. Vesting tentative maps. A vesting tentative map shall be subject to the same expiration and extension of time provisions as a tentative map; provided, however, that on recordation of a final map, the rights conferred on a vesting tentative map shall last for one (1) year. Whenever several final maps are recorded on various phases of a project covered by a single vesting tentative map, the one-year initial time period shall begin for each phase when the final map for that phase is recorded. The one-year initial time period shall be automatically extended by any time used for processing a complete application for a grading permit if the time used to process the application exceeds thirty (30) days from the date that a complete application is filed. Prior to the expiration of the initial time period, the subdivider may apply in writing to the Advisory Agency for a one-year extension, accompanied by the fee set forth in Chapter 3.65 or resolution of the City.
If the extension is denied, an appeal may be filed with the City Council or Board of Supervisors pursuant to the provisions of Section 7.15.150 within fifteen (15) days of the date the notice of decision appears on the Board’s agenda. When the subdivider submits a complete application for a building permit during the period of time specified in this section, the vested rights shall continue until the building permit, or any extension thereto, expires.

E. If the subdivider is required to expend two hundred thirty-six thousand seven hundred ninety dollars ($236,790) one hundred twenty-five thousand dollars ($125,000) or more to construct, improve or finance the construction or improvement of public improvements outside the property boundaries of the tentative map and division, excluding improvements of public rights-of-way which abut the boundary of the property to be subdivided and which are reasonably related to the development of that property, each filing of a final map authorized by subsection 7.15.220.A.(1) shall extend the expiration of the approved or conditionally approved land division map by thirty-six (36) months from the date of its expiration, as provided in this section, or the date of the previously filed final map, whichever is later. The extensions shall not extend the land division more than ten (10) years from its approval or conditional approval. However, pursuant to the provisions of Government Code Section 66452.6, a tentative map on property subject to a development agreement authorized by Government Code Section 65864 et seq. may be extended for the period of time provided for in the development agreement, but not beyond the duration of the development agreement. The number of phased final maps which may be filed shall be determined by the Advisory Agency at either the time of the approval or conditional approval of the tentative map and division or pursuant to subsection 7.15.220.A.(1). Commencing January 1, 2012, the amount of the two hundred thirty-six thousand seven hundred ninety dollars ($236,790) one hundred twenty-five thousand dollars ($125,000) shall be annually increased by operation of law the Registrar of Contractors according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting. The effective date of each annual adjustment shall be March 1 by the Registrar of Contractors shall be effective on the first day of the month occurring more than thirty (30) calendar days after the Registrar of Contractors made that adjustment. The adjusted amount shall apply to tentative and vesting tentative maps whose applications were received after the effective date of the adjustment.

F. Extensions of time for maps affected by moratoriums and lawsuits. The period of time specified in subsections A. and B., including any extension thereof granted pursuant to subsections A. and B., shall not include any period of time during which a development moratorium, imposed after approval of the tentative map, is in existence; provided, however, that the length of the moratorium shall not exceed five (5) years. Once a development moratorium is terminated, the map shall be valid for the same period of time as was left to run on the map at the time that the moratorium was imposed. However, if the remaining time is less than one hundred twenty (120) days, the map shall be valid for one hundred twenty (120)
days following the termination of said moratorium. A development moratorium shall include a water or sewer moratorium, as well as other actions of public agencies which regulate land use, development, or the provisions of services to the land, including the public agency with the authority to approve or conditionally approve the tentative map, other than the county which thereafter prevents, prohibits, or delays the approval of a final or a parcel map. A development moratorium shall also be deemed to exist for purposes of this section for any period of time during which a condition imposed by the city could not be satisfied because of either of the circumstances set forth in Government Code Section 66452.6(f)(1)-(2).

G. Extensions of time for maps affected by lawsuits. The period of time specified in subsections A. and B., including any extension thereof granted pursuant to subsections A. and B., shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is or was pending in a court of competent jurisdiction if the stay of the time period is approved by the Advisory Agency pursuant to this subsection G. After service of the initial petition or complaint in the lawsuit upon the city county, the subdivider may apply to the Planning Department for a stay pursuant to this subsection G.

(1) Applications for a stay shall be made to the Planning Director on the forms provided by the Planning Department and shall be accompanied by the filing fee set forth in Chapter 3.65 or resolution of the City Council Ordinance No. 674 and shall include such information and documents as may be required by the Planning Director. The Planning Director shall forward to the Advisory Agency a recommendation for approval or denial of the request for a stay. The Advisory Agency shall act on the requested stay within forty (40) days after the application is received by the Planning Director, and shall either stay the time period for up to five years or deny the requested stay. The decision of the Advisory Agency shall be final unless the decision is appealed to the City Council pursuant to the provisions of Section 7.15.150. Any appeal must be filed with the Clerk of the Board of Supervisors accompanied by the fee set forth in Ordinance No. 671 within ten (10) days of the date the notice of decision appears on the Board’s agenda.”

Section 4. Severability. If any sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each sentence, clause or phrase thereof irrespective of the fact that any one or more sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

Section 5. Effect of Ordinance. This Ordinance is intended to supersede any ordinance or resolution of the County of Riverside adopted by reference by the City of Jurupa Valley in conflict with the terms of this Ordinance.
Section 6. Certification. The City Clerk of the City of Jurupa Valley shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

Section 7. Effective Date. This Ordinance shall take effect on the date provided in Government Code Section 36937.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Jurupa Valley on this 3rd day of October, 2019.

________________________________________
Brian Berkson
Mayor

ATTEST:

________________________________________
Victoria Wasko, CMC
City Clerk
CERTIFICATION

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

I, Victoria Wasko, CMC, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Ordinance No. 2019-15 was regularly introduced at a regular meeting of the City Council held on the 19th day of September, 2019 and thereafter at a regular meeting held on the 3rd day of October, 2019 it was duly passed and adopted by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 3rd day of October, 2019.

______________________________
Victoria Wasko, CMC
City Clerk