REGULAR MEETING AGENDA
OF THE JURUPA VALLEY CITY COUNCIL
Thursday, October 17, 2019
Closed Session: 6:00 p.m.
Regular Session: 7:00 p.m.
City Council Chamber
8930 Limonite Avenue, Jurupa Valley, CA 92509

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

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

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

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

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

2. CLOSED SESSION
   A. PUBLIC COMMENTS PERTAINING TO CLOSED SESSION ITEMS
   B. 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 P.M. - RECONVENE IN OPEN SESSION

A. ANNOUNCEMENT OF ANY REPORTABLE ACTIONS IN CLOSED SESSION

4. CALL TO ORDER AND ROLL CALL FOR REGULAR SESSION

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

5. INVOCATION

6. PLEDGE OF ALLEGIANCE

7. APPROVAL OF AGENDA

8. PRESENTATIONS

9. PUBLIC APPEARANCE/COMMENTS

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

10. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

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

A. MAYOR BRIAN BERKSON

1. UPDATE ON THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY MEETING OF OCTOBER 11, 2019
2. UPDATE ON THE MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE MEETING OF OCTOBER 17, 2019

3. UPDATE ON THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION MEETING OF OCTOBER 17, 2019

B. MAYOR PRO TEM ANTHONY KELLY, JR.

1. UPDATE ON THE NORTHWEST TRANSPORTATION NOW COALITION MEETING OF OCTOBER 10, 2019

2. UPDATE ON THE NORTHWEST MOSQUITO AND VECTOR CONTROL DISTRICT MEETING OF OCTOBER 17, 2019

C. COUNCIL MEMBER CHRIS BARAJAS

1. UPDATE ON THE WESTERN COMMUNITY ENERGY JOINT MEETING OF THE BOARD OF DIRECTORS AND TECHNICAL ADVISORY COMMITTEE MEETING OF OCTOBER 9, 2019

D. COUNCIL MEMBER LORENA BARAJAS

1. UPDATE ON THE WESTERN RIVERSIDE COUNTY - REGIONAL CONSERVATION AUTHORITY MEETING OF OCTOBER 7, 2019

E. COUNCIL MEMBER MICHAEL GOODLAND

1. UPDATE ON THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS – EXECUTIVE COMMITTEE MEETING OF OCTOBER 7, 2019

12. CITY MANAGER’S UPDATE

13. APPROVAL OF MINUTES

A. OCTOBER 1, 2019 SPECIAL MEETING

B. OCTOBER 3, 2019 REGULAR MEETING

C. OCTOBER 7, 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 $338,401.16

Requested Action: That the City Council ratify the check registers dated September 26 and October 3 as well as the payroll registers dated October 4 and 9, 2019.

C. ORDINANCE NO. 2019-16

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2019-16, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY AMENDING SECTION 12.35.020 OF THE JURUPA VALLEY MUNICIPAL CODE, PERMISSIBLE VEHICLE WEIGHT ON STREETS, ROADS, HIGHWAYS, AND BRIDGES; TRUCK ROUTES, TO ESTABLISH VEHICLE AND TRUCK WEIGHT RESTRICTIONS, TO ESTABLISH MAXIMUM VEHICLE AND TRUCK WEIGHT RESTRICTIONS OF 16,000 POUNDS ON ETIWANDA AVENUE FROM THE SR 60 FREEWAY TO HOPKINS STREET, AND ON COUNTRY VILLAGE ROAD FROM THE SR 60 FREEWAY TO PHILADELPHIA AVENUE

D. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ACCEPTING CERTAIN STREETS INTO THE CITY MAINTAINED STREET SYSTEM (TRACT MAP 33428 HARVEST VILLAGES SOUTH OF SHEARWATER DRIVE, NORTH OF PARKCENTER DRIVE BETWEEN PATS RANCH ROAD AND WINEVILLE AVENUE)

1. Requested Action: That the City Council adopt Resolution No. 2019-93, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ACCEPTING CERTAIN STREETS INTO THE CITY-MAINTAINED STREET SYSTEM (TRACT MAP 33428 HARVEST VILLAGES SOUTH OF SHEARWATER DRIVE, NORTH OF PARKCENTER DRIVE BETWEEN PATS RANCH ROAD AND WINEVILLE AVENUE). PURSUANT TO STREETS AND HIGHWAYS CODE SECTION 1806

2. Authorize the Interim City Manager to record the Notice of Completion now that public improvements have been accepted by the City Engineer; and
3. Direct the City Engineer to release the Labor and Materials Bond for the street improvements and the Monument Bond 90 days after the recording of the Notice of Completion unless the City receives a stop notice or other lien; and

4. Direct the City Engineer to reduce the Performance Bond for the street improvements to start the one-year warranty period; after which the City Engineer may fully release the bond.

E. **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ACCEPTING CERTAIN STREETS INTO THE CITY MAINTAINED STREET SYSTEM (TRACT MAP 33428-1 HARVEST VILLAGES, NORTH OF LIMONITE AVENUE, SOUTH OF BOCA PLACE BETWEEN PATS RANCH ROAD AND WINEVILLE AVENUE**

1. **Requested Action:** That the City Council adopt Resolution No. 2019-94, entitled:

   **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACCEPTING CERTAIN STREETS INTO THE CITY-MAINTAINED STREET SYSTEM (TRACT 33428-1 LOCATED NORTH OF LIMONITE AVENUE, SOUTH OF BOCA PLACE BETWEEN PATS RANCH ROAD AND WINEVILLE AVENUE) PURSUANT TO STREETS AND HIGHWAYS CODE SECTION 1806**

2. Authorize the Interim City Manager to record the Notice of Completion now that public improvements have been accepted by the City Engineer; and

3. Direct the City Engineer to release the Labor and Materials Bond for the street improvements and the Monument Bond 90 days after the recording of the Notice of Completion unless the City receives a stop notice or other lien.

4. Direct the City Engineer to reduce the Performance Bond for the street improvements to start the one-year warranty period; after which the City Engineer may fully release the bond.

F. **RESOLUTION OF INTENTION TO ESTABLISH CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2018-002 (TRACT 36702) GENERALLY LOCATED EAST OF STONE AVENUE AND SOUTH OF MARTINGALE DRIVE**

Requested Action: That the City Council adopt Resolution No. 2019-95, 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. 2018-002 (TRACT 36702) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2018-002 (TRACT 36702)**
15. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

16. PUBLIC HEARINGS

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

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

2. That the City Council adopt Resolution No. 2019-96, entitled:

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

17. COUNCIL BUSINESS

A. INTRODUCTION TO RUBIDOUX COMMERCE PARK WAREHOUSE AND LOGISTICS PROJECT GENERAL PLAN AMENDMENT - APPROVAL OF AGREEMENT TO PREPARE ENVIRONMENTAL IMPACT REPORT FOR THE PROJECT OR DECLINE TO PROCEED WITH THE PROJECT AND RESCIND THE INITIATION OF THE GENERAL PLAN AMENDMENT (APPLICANT PROFICIENCY RUBIDOUX, LLC; LOCATION NORTH OF 28TH STREET, EAST OF AVALON STREET, AND SOUTH OF 25TH STREET; CASE NUMBER: MA17132)

1. Requested Action: That the City Council receive an introduction to the project and identify concerns or request for additional information that staff will need to address.

2. If the City Council determines to proceed with the project, then the Council should, by motion, 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 behalf of the City; OR
3. If the City Council determines not to proceed with the project, the Council should, by motion, decline to approve the Agreement and rescind the July 5, 2018 Council action to initiate the General Plan Amendment.

**B. INTRODUCTION TO AGUA MANSA ROAD WAREHOUSE AND LOGISTICS PROJECT GENERAL PLAN AMENDMENT - APPROVAL OF AGREEMENT TO PREPARE ENVIRONMENTAL IMPACT REPORT FOR THE PROJECT OR DECLINE TO PROCEED WITH THE PROJECT AND RESCIND THE INITIATION OF THE GENERAL PLAN AMENDMENT (APPLICANT CARSON-VA INDUSTRIAL II, LP; LOCATION HALL AVENUE AND AGUA MANSA ROAD; CASE NUMBER: MA18008)**

1. Requested Action: That the City Council receive an introduction to the project and identify concerns or request for additional information that staff will need to address.

2. If the City Council determines to proceed with the project, then the Council should, by motion, approve the attached Agreement for Consulting Services with T & B Planning, Inc. for the completion of an Environmental Impact Report (EIR) for the proposed “Agua Mansa Road Development” project in an amount not to exceed $235,371.15 to be funded entirely by an advance deposit made by Carson—VA Industrial II, LP, sufficient to cover completion of the EIR document and authorize the City Manager to sign the Agreement on the City Council’s behalf; OR

3. If the City Council determines not to proceed with the project, the Council should, by motion, decline to approve the Agreement and rescind the April 5, 2018 Council action to initiate the General Plan Amendment.

**C. DISCUSSION OF FORMING AN AD HOC COMMITTEE ON HOMELESSNESS (REQUESTED BY MAYOR BRIAN BERKSON) (ORAL REPORT)**

Requested Action: That the City Council discuss this item and provide further direction to City staff.

18. CITY ATTORNEY'S REPORT

19. COUNCIL MEMBER REPORTS AND COMMENTS

20. ADJOURNMENT

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

*In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if you need special assistance to participate in a meeting of the Jurupa Valley City Council or other services, please contact Jurupa Valley City Hall at (951) 332-6464. Notification at least 48 hours prior to the meeting or time when services are available would be appreciated.*
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 SPECIAL MEETING OF THE JURUPA VALLEY CITY COUNCIL October 1, 2019

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

1. 1:30 PM - CALL TO ORDER AND ROLL CALL FOR CLOSED SESSION MEETING

   • 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 1:31 p.m.

2. CLOSED SESSION

   A. PUBLIC COMMENTS PERTAINING TO CLOSED SESSION ITEM

   There were no public comments regarding the closed session item.

   B. 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. No action will be taken on an appointment at this meeting.

3. RECONVENE IN OPEN SESSION

   A. ANNOUNCEMENT OF ANY REPORTABLE ACTIONS IN CLOSED SESSION

   City Attorney Peter Thorson announced that there were no reportable actions taken.

4. ADJOURNMENT

   There being no further business before the City Council, Mayor Berkson adjourned the meeting at 6:02 p.m.
The next meeting of the Jurupa Valley City Council will be held October 3, 2019 at 7:00 p.m. at the City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509.

Respectfully submitted,

Victoria Wasko, CMC
City Clerk
MINUTES
OF THE REGULAR MEETING
OF THE JURUPA VALLEY CITY COUNCIL
October 3, 2019

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

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

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

Mayor Berkson called the closed session meeting to order at 6:33 p.m.

2. CLOSED SESSION
   A. PUBLIC COMMENTS PERTAINING TO CLOSED SESSION ITEMS

There were no public comments regarding the closed session items.

   B. APPOINTMENT, EMPLOYMENT OF 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.

3. 7:00 P.M. - RECONVENE IN OPEN SESSION
   A. ANNOUNCEMENT OF ANY REPORTABLE ACTIONS IN CLOSED SESSION

City Attorney Peter Thorson announced that there were no reportable actions taken.

4. CALL TO ORDER AND ROLL CALL FOR REGULAR SESSION

- Brian Berkson, Mayor
- Anthony Kelly, Jr., Mayor Pro Tem
- Chris Barajas, Council Member
- Lorena Barajas, Council Member
- Micheal Goodland, Council Member
Mayor Berkson called the regular meeting to order at 7:08 p.m.

5. INVOCATION was given by members of the Suddhavasa Buddhist Meditation Center.

6. PLEDGE OF ALLEGIANCE was led by David Barnes.

7. APPROVAL OF AGENDA

A motion was made by Mayor Pro Tem Anthony Kelly, seconded by Council Member Lorena Barajas, to approve the Agenda and rearrange Items 16.B and 17.A to be considered before Item 16.A.

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

8. PRESENTATIONS

A. PROCLAIMING OCTOBER 4, 2019 AS MANUFACTURING DAY

Following a brief PowerPoint presentation, Mayor Berkson and members of the Council presented Dennis Sonney, representing CMTC – Inland Empire with a proclamation proclaiming October 4th as Manufacturing Day. Mr. Sonney thanked the Council for their support.

9. PUBLIC APPEARANCE/COMMENTS

Mauricio Lopez, representing ML Engineering, voiced a concern that a project located at 6072 Etiwanda Avenue has been in process at the City for more than three years. He noted that his client, Juan Nunez, has experienced difficulty processing his plans and the project is still in limbo. He asked the Council to help resolve this issue.

Dwane Gant spoke in support of Juan Nunez. He stated that he prepared Mr. Nunez’s original construction plans when Jurupa Valley was part of the County and there were no issues. He asked the Council to help Mr. Nunez complete his vision for his property.

Mike Eckhardt spoke in support of Juan Nunez, stating that there are at least ten different organizations that wish to lease his buildings. He encouraged the Council to help Mr. Nunez prosper as his business would employ more than 150 people.

Juan Nunez stated that he has spent a great deal of time and money on development fees and plan review to get his project finalized. He asked the Council to help move his project forward as he only wants the best for the City.
David Barnes expressed concern regarding the proliferation of big rig trucks in residential neighborhoods, noting safety issues, noise, air pollution, and blight. He stated the beautiful rural valley of Jurupa Valley is deteriorating as trucks and diesel fumes are everywhere. He asked the Council to address this issue.

10. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

Mayor Brian Berkson thanked City staff and all those who were involved in the State of the City Address. He appreciates the feedback on the contents of the video, stating that it was positively received by members of the community. He noted that the event was well attended and showcased Jurupa Valley’s efforts to become a strong, vibrant and safe community.

Council Member Micheal Goodland provided the following quote from Tony A. Gaskins Jr.: “If you don't build your dream someone will hire you to help build theirs.”

Mayor Pro Tem Anthony Kelly reported that the Riverside Transit Agency’s 2019 ‘Bus Roadeo’ will be held October 5th at the Agency’s Hemet facility. This is a free family-oriented event where RTA bus drivers test their agility skills while competing on a controlled obstacle course. He announced that the Riverside Indonesian 7th Day Adventist Church located at 5430 Ridgeview Avenue will host a free health clinic October 13-14th beginning at 8:00 a.m. Services will include medical, dental, vision, and ultra-sound tests.

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

A. MAYOR BRIAN BERKSON

1. Mayor Berkson gave an update on the Riverside County Transportation Commission - Western Riverside Programs and Projects committee meeting of September 23, 2019.


B. MAYOR PRO TEM ANTHONY KELLY, JR.

1. Mayor Pro Tem Kelly gave an update on the Riverside Transit Agency meeting of September 26, 2019.

C. COUNCIL MEMBER MICHEAL GOODLAND

12. CITY MANAGER’S UPDATE

Alan Kreimeier, Interim City Manager, announced that two items have been added to the City’s website: the Tri-City Resolution and the opening legal brief regarding the Riverside Transmission Reliability project.

George Wentz, Deputy City Manager, provided background information on the Granite Hill street improvement project. He outlined the timeline for the repairs, noting that since that time, Staff learned that the Jurupa Community Services District has a major utility project in the same area. Mr. Wentz provided an aerial view that shows the project’s limits and an overlap with both projects. Due to timing issues, City staff is suggesting an add-on to the City’s slurry seal budget that would fill in the cracks on a 1,000 foot section of Granite Hill as a temporary solution until such time as the roadway can be rehabilitated. He noted that this temporary work could be completed within the next 60 days.

13. APPROVAL OF MINUTES

A. SEPTEMBER 18, 2019 SPECIAL MEETING

B. SEPTEMBER 19, 2019 REGULAR MEETING

A motion was made by Council Member Chris Barajas, seconded by Mayor Pro Tem Anthony Kelly, to approve the Minutes of the September 18, 2019 Special meeting and the September 19, 2019 Regular meeting.

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

14. CONSENT CALENDAR

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

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

B. CONSIDERATION OF CHECK REGISTER IN THE AMOUNT OF $1,595,994.01

Requested Action: That the City Council ratify the check registers dated September 12 and 19 as well as the payroll registers dated September 11 and 25, 2019.
C. ORDNANCE NO. 2019-14

Requested Action: That the City Council conduct a second reading and adopt 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

D. ORDNANCE NO. 2019-15

Requested Action: That the City Council conduct a second reading and adopt 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

E. AGREEMENT WITH PICTOMETRY INTERNATIONAL CORP. FOR AERIAL IMAGERY SERVICES

1. Requested Action: That the City Council approve the Agreement by and between the City of Jurupa Valley and Pictometry International Corp.; and

2. Authorize the City Manager to execute the Agreement in substantially the form attached to the staff report and in such final form as approved by the City Attorney.

F. AUTHORIZATION TO PURCHASE A SKID STEER TRACTOR FOR PUBLIC WORKS MAINTENANCE OPERATIONS

Requested Action: That the City Council approve the procurement of a 2020 Volvo MC70C Skid Steer Tractor for the Public Works Department.

G. ADOPTION OF A RESOLUTION PROCLAIMING OCTOBER 2, 2019 AS “CLEAN AIR DAY” IN THE CITY OF JURUPA VALLEY (REQUESTED BY COUNCIL MEMBER MICHEAL GOODLAND)
Requested Action: That the City Council adopt Resolution No. 2019-89, entitled:

A RESOLUTION OF THE CITY OF JURUPA VALLEY, CALIFORNIA, IN SUPPORT FOR AND DECLARATION OF CALIFORNIA CLEAN AIR DAY

H. RESOLUTION SUPPORTING INCREASED FUNDING FOR AFTERSCHOOL PROGRAMS IN THE 2020 STATE BUDGET (REQUESTED BY MAYOR PRO TEM ANTHONY KELLY, JR.) – REMOVED FROM THE CONSENT CALENDAR FOR FURTHER DISCUSSION

Requested Action: That the City Council adopt Resolution No. 2019-90, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA TO SUPPORT AN ADDITIONAL FUNDING INCREASE OF $98.8 MILLION IN AESF FUNDING IN THE 2020 STATE BUDGET FOR AFTERSCHOOL PROGRAMS

A motion was made by Council Member Chris Barajas, seconded by Council Member Lorena Barajas, to approve the Consent Calendar, with the exception of Item No. 14.H, which was removed for further discussion.

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

15. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

14.H RESOLUTION SUPPORTING INCREASED FUNDING FOR AFTERSCHOOL PROGRAMS IN THE 2020 STATE BUDGET (REQUESTED BY MAYOR PRO TEM ANTHONY KELLY, JR.)

Mayor Pro Tem Anthony Kelly requested that Item 14.H be removed from the Consent Calendar for further discussion. He advocated his support for this item, noting the importance of afterschool funding and its positive impact for the youth in the community.

A motion was made by Mayor Pro Tem Anthony Kelly, seconded by Council Member Micheal Goodland, to adopt Resolution No. 2019-90, entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA TO SUPPORT AN ADDITIONAL FUNDING INCREASE OF $98.8 MILLION IN ASES FUNDING IN THE 2020 STATE BUDGET FOR AFTERSCHOOL PROGRAMS

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

The following items were taken out of order:

16. PUBLIC HEARING

B. 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) (CONTINUED FROM THE SEPTEMBER 19, 2019 MEETING)

Steve Loriso, City Engineer, presented the staff report.

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

Further discussion followed.

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

The City Clerk responded that one owner cast four ballots. All votes cast were in favor of the assessment.

A motion was made by Mayor Pro Tem Anthony Kelly, seconded by Council Member Micheal Goodland, to adopt Resolution No. 2019-86, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY (ZONE L); LOCATED AT 42ND STREET AT FORT DRIVE AND TWINING STREET, AND RUBIDOUX BOULEVARD, 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

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

17. COUNCIL BUSINESS

A. AUTHORIZATION TO APPLY FOR AND RECEIVE SENATE BILL 2 (SB 2) PLANNING GRANT FUNDS FROM THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) FOR FUNDING TO DEVELOP AND IMPLEMENT PLANNING PROGRAMS RELATED TO THE 2017 GENERAL PLAN AND HOUSING ELEMENT

Mary Wright, General Plan Program Manager, presented the staff report.

Further discussion followed.

A motion was made by Council Member Lorena Barajas, seconded by Council Member Micheal Goodland, to adopt Resolution No. 2019-92, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS

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

16. PUBLIC HEARING

A. PUBLIC HEARING TO CONSIDER PROHIBITING TRUCKS OVER 16,000 POUNDS ON ETIWANDA AVENUE FROM SR 60 FREEWAY TO HOPKINS STREET AND COUNTRY VILLAGE ROAD FROM SR 60 FREEWAY TO PHILADELPHIA AVENUE

Jim Smith, Senior Management Advisor, presented the staff report. Mr. Smith discussed the California Environmental Quality Act (CEQA) which requires the City identify whether this action would have significant environmental impacts. He noted that an Environmental Impact Report was prepared and in that plan the City must outline a plan for mitigation of impacts such as air, noise, and traffic. He noted that a letter was received from the City of Ontario dated October 1, 2019 which indicated that they are not objecting to the truck restriction ordinance as they
are satisfied with a level of service “E” for the Milliken/Mission intersection. He summarized the Council’s discretionary actions and the options before them.

JoAnn Hatfield, representing PlaceWorks, gave a presentation on the Environmental Impact Report (EIR) for the potential truck restriction ordinance. Ms. Hatfield provided an overview of the project description, the existing conditions, the topics analyzed in the EIR, the proposed mitigation measures, alternatives considered, and the findings and overriding considerations for the project.

Sean Dailey, representing Iteris, gave a presentation on the traffic analysis of the proposed truck restriction ordinance. Mr. Dailey summarized the findings of the study noting that the metric for the traffic analysis of the EIR was traffic delay at the intersections. He pointed out the intersections where significant impacts were identified and the proposed mitigation measures.

JoAnn Hatfield noted that the project includes significant traffic impacts. If the Council decides to approve this project they must adopt a Statement of Overriding Considerations to show that the benefits of the project outweigh the significant environmental impacts of the project. As a result of the letter from the City of Ontario, that mitigation measure which was at an estimated cost of $748,000 will no longer be required. She noted that there are still significant, unavoidable impacts for the other intersection ramps that are outside the city and within the regional transportation network. As a result, a fair share contribution for these impacts will be required.

City Attorney Peter Thorson clarified that the ordinance would prohibit trucks over 16,000 pounds from using Etiwanda Avenue and Country Village Road but there is an exception for trucks that would use those roads for pick-ups and deliveries. He noted that the letter from the City of Ontario allows the City to delete the mitigation measure that would require the City to contribute $748,000 of fair share costs for any improvements to that intersection. Should Caltrans ever revamp the ramps at the SR 60 freeway, the City would have a fair share cost of $335,000 to Caltrans when and if those improvements are ever constructed. He noted that the City received a letter from Gresham Savage on behalf of Lineage Logistics, LLC in connection with their facility located at 3251 De Forest Circle objecting to the Environmental Impact Report and the City’s adoption of the ordinance. He stated that the letter does not explain what impacts would impact this particular piece of property. Secondly, this particular property appears to be within the Mira Loma Commerce Center so the predecessor in interest to this property owner was a party to the CCAEJ litigation and the Consent Judgement so they do not have any legal standing to object to the proposed truck restriction ordinance. He noted that their letter also indicated that the City should have submitted this ordinance to the Planning Commission for review. Mr. Thorson clarified that there is no requirement that this ordinance go before the Planning Commission.
Further discussion followed.

Jim Smith, Senior Management Advisor, described the type of signage that would be placed along the I-15 and SR 60 freeway. He noted that if this item is approved, the Public Works staff will work with Caltrans to approve the encroachment permit for the signs.

Further discussion followed regarding how the truck restrictions would be enforced.

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

Penny Newman provided a history of Mira Loma Village. She stated that when the County of Riverside wanted to rezone this area from residential to industrial, the County promised the residents of Mira Loma Village that there would be a large buffer between the industrial development and the existing homes. Instead of a buffer, the County ended up developing warehouses to the fence line of these homes. She urged the Council to protect the residents of Mira Loma Village and adopt the ordinance. She suggested that the development agreement for the Space Center expansion includes funds that could be used towards an enforcement officer.

Andrea Vidaurel, representing the Center for Community Action and Environmental Justice, stated that they have always been invested in working together with the City to make Jurupa Valley more sustainable and healthy. She encouraged the Council to adopt the ordinance and support something that is equitable to everyone and protect the community of Mira Loma Village.

Betty Anderson spoke in support of the proposed ordinance. She stated that there is no eastbound on-ramp at Milliken in Ontario so the eastbound truck traffic would have to go on Mission or Riverside Drive. She suggested that Country Village Road traffic be re-routed to Sierra because Cherry is closer and it is a marked truck route.

Laura Shultz spoke in support of the proposed ordinance. She is pleased to hear that the City Council is listening to the residents because they need to take a stand now to mitigate the negative health effects of the truck traffic, the air pollution and the traffic congestion.

Gabriela Mendez voiced support of the proposed ordinance. She asked the Council to stand with Mira Loma. She stated that it may only be 103 homes but they have the right to clean air.

David Zaft, California Attorney General’s Office, commended the City Council on the preparation of this ordinance. He stated that the Attorney General Office’s supports this ordinance as it will make meaningful and concrete impacts to the residents of Mira Loma Village. He offered to facilitate the process with Caltrans.
Stella Portillo stated that she has lived in Mira Loma Village since 1969. She voiced support of the proposed ordinance as she wants the children growing up in this community to have a good life and good health.

Lilia Ulloa voiced support of the proposed ordinance. She stated that the community of Mira Loma Village deserves to have clean air and the reason she is here tonight is to ensure the trucks cannot pass in this area. She stated the residents of Mira Loma Village are parents, grandparents, neighbors and the community.

Further discussion followed.

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

City Attorney Peter Thorson clarified that modifications will be made to the Findings, Final EIR and Mitigation Monitoring Program to delete the fair share contribution of $748,000 to Milliken/Mission. The October 3, 2019 letter from Gresham Savage and the October 1, 2019 letter from the City of Ontario will also be entered into the record.

A motion was made by Mayor Brian Berkson, seconded by Mayor Pro Tem Anthony Kelly, to adopt Resolution No. 2019-91, entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT, ADOPTING FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE ADOPTION OF AN ORDINANCE AMENDING SECTION 12.35.020 OF THE JURUPA VALLEY MUNICIPAL CODE TO ESTABLISH VEHICLE AND TRUCK WEIGHT RESTRICTIONS ON ETIWANDA AVENUE FROM THE SR 60 FREEWAY TO HOPKINS STREET, AND ON COUNTRY VILLAGE ROAD FROM THE SR 60 FREEWAY TO PHILADELPHIA AVENUE (STATE CLEARINGHOUSE NO. 2018021020)**

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

A motion was made by Council Member Chris Barajas, seconded by Council Member Lorena Barajas, to introduce Ordinance No. 2019-16, entitled:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING SECTION 12.35.020 OF THE JURUPA VALLEY MUNICIPAL CODE, PERMISSIBLE VEHICLE WEIGHT ON STREETS, ROADS, HIGHWAYS, AND BRIDGES; TRUCK**
ROUTES, TO ESTABLISH VEHICLE AND TRUCK WEIGHT RESTRICTIONS, TO ESTABLISH MAXIMUM VEHICLE AND TRUCK WEIGHT RESTRICTIONS OF 16,000 POUNDS ON ETIWANDA AVENUE FROM THE SR 60 FREEWAY TO HOPKINS STREET, AND ON COUNTRY VILLAGE ROAD FROM THE SR 60 FREEWAY TO PHILADELPHIA AVENUE

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

There were no additional Council comments.

20. ADJOURNMENT

There being no further business before the City Council, Mayor Berkson adjourned the meeting at 9:28 p.m.

The next meeting of the Jurupa Valley City Council will be held October 17, 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
October 7, 2019

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

1. 7:00 PM - CALL TO ORDER AND ROLL CALL FOR CLOSED SESSION MEETING
   • 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 7:00 p.m. Council Member Goodland arrived at 7:20 p.m.

2. CLOSED SESSION
   A. PUBLIC COMMENTS PERTAINING TO CLOSED SESSION ITEM

   There were no public comments regarding the closed session item.

   B. 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. No action will be taken on an appointment at this meeting.

3. RECONVENE IN OPEN SESSION
   A. ANNOUNCEMENT OF ANY REPORTABLE ACTIONS IN CLOSED SESSION

   City Attorney Peter Thorson announced that there were no reportable actions taken.

4. ADJOURNMENT

   There being no further business before the City Council, Mayor Berkson adjourned the meeting at 7:33 p.m.
The next meeting of the Jurupa Valley City Council will be held October 17, 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: OCTOBER 17, 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 September 26 and October 3 as well as the payroll registers dated October 4 and 9, 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.

OTHER INFORMATION

None.

FINANCIAL IMPACT

Check registers:

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Payroll registers:

10/04/19 $3,211.27
10/09/19 $67,632.46
TOTAL $338,401.16

ALTERNATIVES

1. Not ratify the attached check registers.

Prepared by: 
Connie Cardenas
Interim Administrative Services Director

Submitted by: 
Alan Kreimeier
Interim City Manager

Attachments:

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### Bank: chase CHASE BANK

<table>
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<tr>
<th>Check #</th>
<th>Date</th>
<th>Vendor</th>
<th>Invoice</th>
<th>Inv Date</th>
<th>Description</th>
<th>Amount Paid</th>
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**Sub total for CHASE BANK:** 142,404.68
40 checks in this report.

Grand Total All Checks: 142,404.68
# CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 10/04/19: $3,211.27

## TRANSACTION SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>TOTAL ELECTRONIC FUNDS TRANSFER (EFT)</td>
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<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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<tr>
<td>CASH REQUIRED FOR CHECK DATE 10/04/19</td>
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## TRANSACTION DETAIL

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

<table>
<thead>
<tr>
<th>TRANS. DATE</th>
<th>BANK NAME</th>
<th>ACCOUNT NUMBER</th>
<th>PRODUCT</th>
<th>DESCRIPTION</th>
<th>BANK DRAFT AMOUNTS &amp; OTHER TOTALS</th>
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</thead>
<tbody>
<tr>
<td>10/03/19</td>
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<td>Direct Deposit</td>
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**EFT FOR 10/03/19**

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<th>Description</th>
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</thead>
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<tr>
<td>Medicare</td>
<td>97.76</td>
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<td>Fed Income Tax</td>
<td>28.33</td>
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<tr>
<td>CA Disability</td>
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<td><strong>Total Withholdings</strong></td>
<td>193.51</td>
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<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer Liabilities</td>
<td></td>
</tr>
<tr>
<td>Medicare</td>
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<tr>
<td>CA Unemploy</td>
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<td>CA Emp Train</td>
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**EFT FOR 10/04/19**

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**TOTAL EFT**

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<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>3,211.27</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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</thead>
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<td>Payroll</td>
<td>Employee Deductions</td>
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**Total Deductions**

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<td>4,124.89</td>
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0079 A790-3990  City Of Jurupa Valley
Run Date: 10/01/19  11:47 AM
Period Start - End Date 09/01/19 - 09/30/19
Check Date 10/04/19
Cash Requirements
# CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 10/09/19: $67,632.46

## TRANSACTION SUMMARY

| TOTAL ELECTRONIC FUNDS TRANSFER (EFT) | 67,632.46 |
| TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES | 27,715.35 |
| CASH REQUIRED FOR CHECK DATE 10/09/19 | 95,347.81 |

## TRANSACTION DETAIL

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

### ELECTRONIC FUNDS TRANSFER

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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>
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</thead>
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<tr>
<td>10/08/19</td>
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### EFT FOR 10/09/19

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### TOTAL EFT

| TOTAL EFT | 67,632.46 |

## 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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0079 A790-3990 City Of Jurupa Valley
Run Date 10/07/19 12:13 PM

Cash Requirements
Page 1 of 2
CASHREQ
ORDINANCE NO. 2019-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING SECTION 12.35.020 OF THE JURUPA VALLEY MUNICIPAL CODE, PERMISSIBLE VEHICLE WEIGHT ON STREETS, ROADS, HIGHWAYS, AND BRIDGES; TRUCK ROUTES, TO ESTABLISH VEHICLE AND TRUCK WEIGHT RESTRICTIONS, TO ESTABLISH MAXIMUM VEHICLE AND TRUCK WEIGHT RESTRICTIONS OF 16,000 POUNDS ON ETIWANDA AVENUE FROM THE SR 60 FREEWAY TO HOPKINS STREET, AND ON COUNTRY VILLAGE ROAD FROM THE SR 60 FREEWAY TO PHILADELPHIA AVENUE

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

Section 1. Section 12.35.020, Permissible Vehicle Weight on Streets, Roads Highways and Bridges; Truck Routes, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

Sec. 12.35.020. - Permissible vehicle weight on streets, roads, highways, and bridges; truck routes.

A. Findings. The City Council finds that as the City of Jurupa Valley continues to grow and become more urbanized many streets and bridges within and near residential areas are not suitable for use by certain vehicles.

B. Purpose. The purpose of this section is to enable the city to regulate vehicle traffic on streets and bridges in or near residential areas pursuant to provisions in the California Vehicle Code so as to improve quality of life and traffic safety within the City.

C. Authority. This section is adopted pursuant to California Vehicle Code Sections 21101, 35701 through 35705, and 42030.1. Taken together, these Vehicle Code Sections authorize a city to prohibit any commercial vehicle exceeding a certain manufacturer's gross vehicle weight rating, from using certain streets within the City. These Vehicle Code sections also authorize a city to reduce the permissible weight of vehicles and loads upon unimproved streets or bridges. Vehicle Code Section 42030.1 provides a table of monetary fines for violations.

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

(1) Bridge means any structure carrying a highway or road over or across a depression or obstacle.

(2) Commercial vehicle means any vehicle of a type that is required to be registered under the California Vehicle Code used or maintained for the transportation of persons for hire, compensation or profit or designed, used or maintained primarily for the transportation of property.
(3) **Residence district** means that portion of a highway or street and the property contiguous thereto, other than a business district:

(a) Upon one (1) side of which highway, within a distance of a quarter (¼) of a mile, the contiguous property fronting thereon is occupied by thirteen (13) or more separate dwelling houses or business structures; or

(b) Upon both sides of which highway or street collectively, within a distance of a quarter (¼) of a mile, the contiguous property fronting thereon is occupied by sixteen (16) or more separate dwelling houses or business structures.

A residence district may be longer than one-quarter (¼) of a mile if the above ratio of separate dwelling houses or business structures to the length of the highway exists.

(4) **Residential area** means a neighborhood where the prevailing land use is primarily residential, including, but not limited to, an area zoned for single-family and multifamily residences and a residence district.

(5) **Restricted** means limited to use by vehicles that do not exceed maximum permissible weight prohibitions.

(6) **Street** means any way or place of whatever nature, including streets, roads and highways that has been dedicated and accepted by the city, or by the County of Riverside prior to the city's incorporation, as a public use road, and is now maintained by the city.

(7) **Unimproved** means not built to a standard or quality sufficient for acceptance into the city-maintained road system and not maintained by the city.

(8) **Unrestricted** means not confined to use solely by vehicles weighing under a maximum weight.

E. **Weight prohibitions and reductions.**

(1) Pursuant to California Vehicle Code Sections 21101(c) and 35701, the City Council prohibits any commercial vehicle exceeding a manufacturer's gross vehicle weight rating of fourteen thousand (14,000) pounds (seven (7) tons) from using any identified street within a residential area for any duration of the day or from using any identified street if the use of such streets may adversely affect traffic circulation or safety within a residential area, except as provided in subsection G. of this section. This subsection continues in effect the current vehicle weight restrictions established by the County of Riverside prior to the incorporation of the city until such time as the Council modifies the weight restriction following engineering review.

(2) Pursuant to California Vehicle Code Section 21101(c), the City Council prohibits any commercial vehicle exceeding a manufacturer's gross vehicle weight rating of sixteen thousand (16,000) pounds (eight (8) tons) is prohibited from using the following streets or portions of streets within the City, except as provided in subsection G. of this section:
(a) Etiwanda Avenue from the SR 60 Freeway to Hopkins Street;

(b) Country Village Road from the SR 60 Freeway to Philadelphia Avenue.

(3) Whenever any ordinance of this city establishes weight restrictions on a street or portion thereof, the Public Works Director is directed and authorized to place and install signs notifying the public of the weight restrictions as he or she may determine will best serve to give notice of a weight restriction to the motoring public in the manner required by California Vehicle Code Section 21103.

F. Truck route designations.

(1) The City Council shall designate "truck routes" on certain streets for use by a commercial vehicle exceeding a maximum gross vehicle weight rating or gross combination weight rating of ten thousand (10,000) pounds (five (5) tons) or more.

(2) Whenever any ordinance of this city designates and describes any street or portion thereof as a truck route, the Public Works Director is directed and authorized to designate such street by appropriate signs as truck routes which shall be posted at all entrances or part thereof affected in the manner required by Vehicle Code Section 21103.

(3) When any such truck routes are established and designated by appropriate signs the operator of any vehicle exceeding a maximum gross vehicle weight rating or gross combination weight rating of ten thousand (10,000) pounds (five (5) tons) or more shall drive on such routes and none other except as provided in subsection G. of this section.

G. Vehicles exempt from the restrictions of this section. The restrictions imposed by this section shall not apply to or regulate the following:

(1) Any commercial vehicle coming from an unrestricted street or bridge having on to a restricted street or bridge by direct route to and from such restricted street or bridge when necessary for the purpose of:

   (a) Making pickups or deliveries of goods, wares, and merchandise from or to any building or structure located on the restricted street or bridge;

   (b) For the purpose of delivering materials or services to be used in the actual and bona fide repair, alteration, remodeling or construction of any building or structure upon the restricted street or bridge for which a building permit has previously been obtained and is in effect; or

   (c) For the purpose of delivering workers, equipment, tools and services to a job site to be used in the actual and bona fide repair, alteration, remodeling or construction of any building or structure upon the restricted street or bridge for which a building permit has previously been obtained and is in effect.
(2) Any vehicle owned by a public utility or a licensed contractor performing work for the public utility while necessarily in use in the construction, installation, or repair of any public utility facilities.

(3) School buses, passenger buses under the jurisdiction of the California Public Utilities Commission and public transit buses;

(4) Vehicles that have been issued and display a permit pursuant to Chapter 12.10 or 13.10 of this Code.

(5) Vehicles that are allowed to be parked on private property owned by the owner of the vehicles pursuant to Title 9 of this Code, when using the most direct route to and from an unrestricted street or bridge to access the vehicle owner's property on a restricted street, subject to such further administrative regulations for identification of such vehicles as may be enacted by the City Manager for the implementation of this subsection.

(6) Emergency response vehicles.

(7) Any commercial vehicle using any highway, road or bridge by direct route to or from a state highway for the purpose of delivering or loading for transportation goods, wares, or merchandise.

(8) Vehicles used for the collection or transportation of solid waste, trash, recyclables or green waste by a franchisee of the city or by a business otherwise authorized or permitted by the city for such activity.

H. Violations and penalties. Any person violating any provision of this section shall be deemed guilty of an infraction, punishable by a fine or penalty as set by resolution, including Vehicle Code Section 42030.1, to the extent applicable. The city may also enforce the provisions of this section through the enforcement provisions of Title 1.

Section 2. California Environmental Quality Act Findings. On October 3, 2019, prior to the introduction of this Ordinance, the City Council adopted Resolution No. 2019-91, entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT, ADOPTING FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE ADOPTION OF AN ORDINANCE AMENDING SECTION 12.35.020 OF THE JURUPA VALLEY MUNICIPAL CODE TO ESTABLISH VEHICLE AND TRUCK WEIGHT RESTRICTIONS ON ETIWANDA AVENUE FROM THE SR 60 FREEWAY TO HOPKINS STREET, AND ON COUNTRY VILLAGE ROAD FROM THE SR 60 FREEWAY TO PHILADELPHIA AVENUE (STATE CLEARINGHOUSE NO. 2018021020).”
Section 3. **General Plan Finding.** The provisions of this Ordinance are consistent with the City’s General Plan and each element thereof.

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 17th 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. 2019-16 was regularly introduced at a regular meeting of the City Council held on the 3rd day of October, 2019 and thereafter at a regular meeting held on the 17th 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 17th day of October, 2019.

_______________________________
Victoria Wasko, CMC
City Clerk
STAFF REPORT

DATE: OCTOBER 17, 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.D

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ACCEPTING CERTAIN STREETS INTO THE CITY MAINTAINED STREET SYSTEM (TRACT MAP 33428 HARVEST VILLAGES SOUTH OF SHEARWATER DRIVE, NORTH OF PARKCENTER DRIVE BETWEEN PATS RANCH ROAD AND WINEVILLE AVENUE)

RECOMMENDATION:

1. Requested Action: That the City Council adopt Resolution No. 2019-93, entitled:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ACCEPTING CERTAIN STREETS INTO THE CITY-MAINTAINED STREET SYSTEM (TRACT MAP 33428 HARVEST VILLAGES SOUTH OF SHEARWATER DRIVE, NORTH OF PARKCENTER DRIVE BETWEEN PATS RANCH ROAD AND WINEVILLE AVENUE) PURSUANT TO STREETS AND HIGHWAYS CODE SECTION 1806

2. Authorize the Interim City Manager to record the Notice of Completion now that public improvements have been accepted by the City Engineer; and

3. Direct the City Engineer to release the Labor and Materials Bond for the street improvements and the Monument Bond 90 days after the recordation of the Notice of Completion unless the City receives a stop notice or other lien; and

4. Direct the City Engineer to reduce the Performance Bond for the street improvements to start the one-year warranty period; after which the City Engineer may fully release the bond.
BACKGROUND

Tract Map 33428, also known as Harvest Villages III development, was approved by the City Council on November 17, 2016. The subdivision is a 93 lot single family residential development located on 29.56 acres. The owner dedicated to public use for street and public utility purposes streets designated as lettered lots on the map. Prior to recording the Final Map, Subdivision Agreements were executed and bonds were provided by the developer to secure required improvements.

ANALYSIS

The developer, Lennar Homes of California, Inc., completed construction of the required improvements for Tract 33428. Staff inspected the improvements for compliance with the approved plans, adopted conditions of approval, the City’s Standard Plans and Specifications, and the Municipal Code. All improvements have been constructed and completed to the satisfaction of the City Engineer. The developer is ready to start the one-year warranty period and has requested the improvement bond be reduced to 10% during the warranty period.

The streets now being accepted by this action are shown on the attached map. The Performance Bond will be reduced to 10%. The Labor and Materials Bond will be released by the City Engineer 90 days after recording the Notice of Completion, unless the City receives a stop notice or other lien.

The developer provided street centerline ties and monument records. All monuments identified on the map are confirmed. Monument Bond will be released 90 days after recording of the Notice of Completion.

OTHER INFORMATION

Previous Actions:

- City Council meeting of November 17, 2016: City Council approved Final Tract Map 33428, subdivision agreements, and accepted offers of dedication and improvements bonds.

FISCAL IMPACT

The Public Works Department will maintain the public improvements on the streets dedicated to the City and accepted on the map for Tract 33428. Maintenance of the public streets is primarily funded with Gas Tax (revenue from State gas tax). Maintenance of the water and sewer line facilities are the responsibility of the Jurupa Community Services District (JCSD) and the maintenance of the community trail is the responsibility of the Jurupa Area Recreation and Park District. Right-of-way landscaping maintenance along Pats Ranch Road, Wineville Road, and Shearwater Drive, along with the water quality basin maintenance will be funded by CFD 2014-001.
ALTERNATIVES

1. Take no action.

2. Provide alternative direction to staff.

Prepared by:

Carolina Fernandez, E.I.T.
Assistant Engineer

Reviewed by:

Connie Cardenas
Interim Administrative Services Director

Approved as to form:

Peter M. Thorson
City Attorney

Reviewed by:

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

Reviewed by:

George A. Wentz
Deputy City Manager

Submitted by:

Alan Kreimeier
Interim City Manager

Attachments:

1. Resolution 2019-93
2. Tract Map 33428
RESOLUTION NO. 2019-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACCEPTING CERTAIN STREETS INTO THE CITY-MAINTAINED STREET SYSTEM (TRACT MAP 33428 HARVEST VILLAGES SOUTH OF SHEARWATER DRIVE, NORTH OF PARKCENTER DRIVE BETWEEN PATS RANCH ROAD AND WINEVILLE AVENUE). PURSUANT TO STREETS AND HIGHWAYS CODE SECTION 1806

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

Section 1. The City Council hereby finds, determines and declares that:

A. Tract Map 33428 was recorded by the Riverside County Recorder on November 17, 2016 (“Tract Map”).

B. Pursuant to Government Code Sections 66477.1 and 66477.2 and other applicable law, the Tract Map offered for dedication to the City certain land for streets, public utilities and associated drainage and public improvements as described on Exhibit A, attached hereto and incorporated herein by this reference (“Streets”).

C. The City’s acceptance of the dedication of the Streets is conditioned on the completion of construction of the Streets and associated drainage and public improvements in accordance with City Standards and improvement plans approved by the City Engineer as provided in the Subdivision Improvement Agreement for the Streets entered into between the City and the owner of the tract.

D. The City Engineer has inspected the Streets and has determined that the Streets and the public improvements related thereto have been satisfactorily completed in accordance with the approved plans.
Section 2. The City Council hereby accepts the Streets and related drainage and public improvements as described and depicted on Exhibit A into the City-Maintained Street System pursuant to Streets and Highways Code Section 1806.

Section 3. The City Clerk shall cause this Resolution and its exhibits to be recorded in the Official Records of the County of Riverside.

Section 4. 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 17th day of October, 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. 2019-93 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 17th day of October, 2019 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 17th day of October, 2019.

________________________________
Victoria Wasko, City Clerk
City of Jurupa Valley
EXHIBIT A

STREETS AND RELATED PUBLIC IMPROVEMENTS FOR

TRACT 33428

PARK CENTER DRIVE
SHEARWATER DRIVE
CROSSBILL WAY
TREE SPARROW COURT
STARLING DRIVE
DOWITCHER DRIVE
VERDIN WAY
CORMORANT COURT
WARBLER COURT
OWNER'S STATEMENT

We hereby state that we are the owners of the land included within the subdivision shown hereon; that we are the only persons whose consent is necessary to pass a clear title to said land; that we consent to the making and recording of this subdivision map as shown within the distinctive border line. The real property described below is dedicated as an easement for public purposes: Lots A through W, inclusive. The dedication is for street and public utility purposes.

As a condition of dedication of Lot A (Pats Ranch Road), Lot B (Parkcenter Drive), Lot C and Lot D (Nineville Avenue), and Lot E (Shearnaven Drive), the owners of Lots 1 through 4, inclusive, 11, 12, 13 through 24, inclusive, 44, 45, 62 through 81, inclusive and 95, abutting these highways and during such time, will have no rights of access except the general easement of travel. Any change of alignment or width that results in the vacation thereof shall terminate this condition of access rights as to the part vacated.

The real property described below is dedicated in fee title for public purposes: Lot 94, as shown hereon. The dedication is in favor of the City of Jurupa Valley for open space, drainage, water quality and park purposes.

The real property described below is dedicated in fee title for public purposes: Lot 28, as shown hereon. The dedication is in favor of the City of Jurupa Valley for open space, drainage, and water quality purposes.

APV Investments PA 15, LLC, a California limited liability company (by: Anthony F. Kilgore, Sr., Member (Name))

Bellevale Investments PA 14, LLC, a California limited liability company (by: Anthony F. Kilgore, Sr., Member (Name))

Bolton Investments PA 16, LLC, a California limited liability company (by: Anthony F. Kilgore, Sr., Member (Name))

Shellman Investments PA 15, LLC, a California limited liability company (by: Anthony F. Kilgore, Sr., Member (Name))

CITY SURVEYOR'S STATEMENT

This map conforms 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 appeared on the tentative tract No. 33428 as filed, amended and approved by the Riverside County Board of Supervisors on February 4, 2009, the expiration date being March 3, 2017, and that I am satisfied this map is technologically correct.

Dated: November 7, 2016
Michael O. Myers, City Surveyor
R.O.E. 30702

CITY COUNCIL'S STATEMENT

The city of Jurupa Valley, county of Riverside, state of California, hereby approves the tract map and accepts the offers of dedication made for public and private utility purposes Lots A (Pats Ranch Road), Lots B through E (Parkcenter Drive), Lot 28 (Nineville Avenue), Lot 94 (Shearnaven Drive), Lot 95 (Verdiway Drive), Lot 96 (Corinmond Court), Lot 97 (Fleming Court), Lot 98 (Paloma Drive), Lot 99 (East Shadow Court), Lot 100 (Crosswell Drive), Lot 101 (Bermont Court), Lot 102 (Oakland Drive). The council declares that the acceptance of the offers is to vest title in the city on behalf of the public for said purposes but that said streets shall not become part of the city maintained street system until accepted by resolution of this council adopted pursuant to Section 1806 of the Streets and Highways Code.

As a condition of dedication of Lot A (Pats Ranch Road), Lot B (Parkcenter Drive) the owners of Lots 1 through 6, inclusive, 11, 12, 13 through 24, inclusive, 44, 45, 62 through 81, inclusive and 95, abutting these highways and during such time, shall have no rights of access except the general easement of travel. Any change of alignment or width that results in the vacation thereof shall terminate this condition of access rights as to the part vacated.

The offer of dedication of Lot 94 in fee title for open space, drainage, water quality and park purposes is hereby accepted.

The offer of dedication of Lot 28 in fee title for open space, drainage, and water quality purposes is hereby accepted.

Dated: November 17, 2016
City of Jurupa Valley, State of California

SURVEYOR'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 ordinance at the request of Lennar Homes on October 12, 2012. I hereby state that all monuments are of the character and occupy the positions indicated or that they will be set in accordance with the terms or the monument agreement for the map and that the monuments are, or will be, sufficient to enable the survey to be retraced, and that this final map substantially conforms to the conditionally approved tentative map. This survey is true and complete as shown.

Dated: October 31, 2016
Matthew E. Weeber
R.C. 3529

TAX COLLECTOR'S CERTIFICATE

I hereby certify that according to the records of this office, as of this date, there are no liens against the property shown on the within map for unpaid state, county, municipal or local taxes or special assessments collected as taxes, prior to the date of this certificate. The amount of special assessments collected as taxes prior to the date of this certificate is $1,200.00.

Dated: November 3, 2016
Don Kent
County Tax Collector

TAX BOND CERTIFICATE

I hereby certify that a bond in the sum of $120,000 has been executed and filed with the Board of Supervisors of the County of Riverside, conditioned upon the payment of all taxes, state, county, municipal, or local, and all special assessments collected as taxes, prior to the date of this map for the county and the time of filing of this map with the county recorder is a lien against said property, but not yet payable, and said bond has been duly approved by said board of supervisors.

Dated: November 17, 2016
Cash orSurety Tax Bond
Don Kent
County Tax Collector
IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 33428


ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS

JULY, 2014

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ON, , BEFORE ME,

Virginia K. Stephenson

A NOTARY PUBLIC, PERSONALLY APPEARED

Anthony P. Vernando

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WRITTEN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITY(ES), 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.

My Principal Place of Business

is in

Riverside County

My Commission Expires

July 10, 2017

My Commission Number

2036182

PRINT NAME

Virginia K. Stephenson

NOTARY PUBLIC IN AND FOR SAAR STATE

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

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STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ON, , BEFORE ME,

Virginia K. Stephenson

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Anthony P. Vernando

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WRITTEN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITY(ES), 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.

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WITNESS MY HAND AND OFFICIAL SEAL.

My Principal Place of Business

is in

Riverside County

My Commission Expires

July 10, 2017

My Commission Number

2036182

PRINT NAME

Virginia K. Stephenson

NOTARY PUBLIC IN AND FOR SAAR STATE
STAFF REPORT

DATE: OCTOBER 17, 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.E

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ACCEPTING CERTAIN STREETS INTO THE CITY MAINTAINED STREET SYSTEM (TRACT MAP 33428-1 HARVEST VILLAGES, LOCATED NORTH OF LIMONITE AVENUE, SOUTH OF BOCA PLACE BETWEEN PATS RANCH ROAD AND WINEVILLE AVENUE)

RECOMMENDATION:

1. That the City Council adopt Resolution No. 2019-94, entitled:

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACCEPTING CERTAIN STREETS INTO THE CITY-MAINTAINED STREET SYSTEM (TRACT 33428-1 LOCATED NORTH OF LIMONITE AVENUE, SOUTH OF BOCA PLACE BETWEEN PATS RANCH ROAD AND WINEVILLE AVENUE) PURSUANT TO STREETS AND HIGHWAYS CODE SECTION 1806

2. Authorize the Interim City Manager to record the Notice of Completion now that public improvements have been accepted by the City Engineer; and

3. Direct the City Engineer to release the Labor and Materials Bond for the street improvements and the Monument Bond 90 days after the recordation of the Notice of Completion unless the City receives a stop notice or other lien.

4. Direct the City Engineer to reduce the Performance Bond for the street improvements to start the one-year warranty period; after which the City Engineer may fully release the bond.
BACKGROUND

Tract Map 33428-1, also known as Harvest Villages I development, was approved by the City Council on May 13, 2014. The subdivision is a 138 lot single family residential development located on 42.60 acres. The owner dedicated to public use for street and public utility purposes streets designated as lettered lots on the map. Prior to recording the Final Map, Subdivision Agreements were executed and bonds were provided by the developer to secure required improvements.

ANALYSIS

The developer, Lennar Homes of California, Inc., completed construction of the required improvements for Tract 33428-1. Staff inspected the improvements for compliance with the approved plans, adopted conditions of approval, the City’s Standard Plans and Specifications, and the Municipal Code. All improvements have been constructed and completed to the satisfaction of the City Engineer. The developer is ready to start the one-year warranty period and has requested the improvement bond be reduced to 10% during the warranty period.

The streets now being accepted by this action are shown on the attached map. The Performance Bond will be reduced to 10%. The Labor and Materials Bond will be released by the City Engineer 90 days after recording the Notice of Completion, unless the City receives a stop notice or other lien.

The developer provided street centerline ties and monument records. All monuments identified on the map are confirmed. Monument Bond will be released 90 days after recording of the Notice of Completion.

OTHER INFORMATION

Previous Actions:

- City Council meeting of May 13th, 2014: City Council approved Final Tract Map 33428-1, subdivision agreements, and accepted offers of dedication and improvements bonds.

FISCAL IMPACT

The Public Works Department will maintain the public improvements on the streets dedicated to the City and accepted on the map for Tract 33428-1. Maintenance of the public streets is primarily funded with Gas Tax (revenue from State gas tax). Maintenance of the water and sewer line facilities are the responsibility of the Jurupa Community Services District (JCSD) and the maintenance of the community trail is the responsibility of the Jurupa Area Recreation and Park District. Right-of-way landscaping maintenance along Pats Ranch Road, Wineville Road, Limonite Avenue, and Boca Place, along with the water quality basin maintenance will be funded by CFD 2014-001.
ALTERNATIVES

1. Take no action.

2. Provide alternative direction to staff.

Prepared by:

Carolina Fernandez, E.I.T.
Assistant Engineer

Reviewed by:

Reviewed by:

Connie Cardenas
Interim Administrative Services Director

Approved as to form:

Peter M. Thorson
City Attorney

Attachments:

1. Resolution 2019-94
2. Tract Map 33428-1

Reviewed by:

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

Reviewed by:

Reviewed by:

George A. Wentz
Deputy City Manager

Submitted by:

Alan Kreimeier
Interim City Manager
RESOLUTION NO. 2019-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ACCEPTING CERTAIN STREETS INTO THE CITY-MAINTAINED STREET SYSTEM (TRACT 33428-1 HARVEST VILLAGES, NORTH OF LIMONITE AVENUE, SOUTH OF BOCA PLACE BETWEEN PATS RANCH ROAD AND WINEVILLE AVENUE) PURSUANT TO STREETS AND HIGHWAYS CODE SECTION 1806

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

Section 1. The City Council hereby finds, determines and declares that:

A. Tract Map 33428-1 was recorded by the Riverside County Recorder on May 13th, 2014 (“Tract Map”).

B. Pursuant to Government Code Sections 66477.1 and 66477.2 and other applicable law, the Tract Map offered for dedication to the City certain land for streets, public utilities and associated drainage and public improvements as described on Exhibit A, attached hereto and incorporated herein by this reference (“Streets”).

C. The City’s acceptance of the dedication of the Streets is conditioned on the completion of construction of the Streets and associated drainage and public improvements in accordance with City Standards and improvement plans approved by the City Engineer as provided in the Subdivision Improvement Agreement for the Streets entered into between the City and the owner of the tract.

D. The City Engineer has inspected the Streets and has determined that the Streets and the public improvements related thereto have been satisfactorily completed in accordance with the approved plans.
Section 2. The City Council hereby accepts the Streets and related drainage and public improvements as described and depicted on Exhibit A into the City-Maintained Street System pursuant to Streets and Highways Code Section 1806.

Section 3. The City Clerk shall cause this Resolution and its exhibits to be recorded in the Official Records of the County of Riverside.

Section 4. 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 17th 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, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2019-94 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 17th day of October, 2019 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 17th day of October, 2019.

________________________________
Victoria Wasko, City Clerk
City of Jurupa Valley
EXHIBIT A

STREETS AND RELATED PUBLIC IMPROVEMENTS FOR
TRACT 33428-1

HARVEST VILLAGES WAY
BOCA PLACE
PEREGRINE DRIVE
BERLYN DOVE COURT
COOPER’S HAWK DRIVE
NIGHT HARON COURT
MOURNING DOVE DRIVE
GADWALL DRIVE
SHOVELLER COURT
RED HAWK COURT
GOLDENEYE DRIVE
NIGHT HERON COURT
NUTHATCH WAY
MUSCOVEY DRIVE
KESTRAL COURT
IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 33428-1


ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS MARCH, 2013

CITY ENGINEER’S STATEMENT

This map conforms 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 of Tract No. 33428 as filed, amended and approved by the Riverside County Board of Supervisors on February 9, 2013, the expiration date being March 3, 2017, and that I am satisfied this map is technically correct.

DATED: February 26, 2014

MATTHEW E. WEBB
L.S. 5529

CITY COUNCIL’S STATEMENT

The City of Jurupa Valley, County of Riverside, State of California, hereby approves the map and accepts the offer of dedication made herein for public street and public utility purposes. The council hereby adopts the offer of dedication as shown herein.

DATED: March 14, 2014

THOMAS W. KENT
COUNTY TAX COLLECTOR

JURUPA AREA RECREATION AND PARK DISTRICT’S STATEMENT

The Jurupa area recreation and park district, county of Riverside, state of California, hereby approves the map and accepts the offer of dedication in fee of lot 139 made herein for park purposes.

DATED: February 26, 2014

MARTY L. MILLER
COUNTY TAX COLLECTOR

DATE OF RECORDED: 3-14-2014

NOTICE OF DRAINAGE FEES

Notice is hereby given that this property is located in the Gary Creek Area drainage plan which was adopted by the board of supervisors of the county of Riverside pursuant to section 10.25 of Ordinance 462 and Section 66483, et seq. of the government code and that said property is subject to fees for said drainage area. Notice is further given that pursuant to section 10.25 of Ordinance 462, payment of the drainage fees shall be paid with cashiers check or money order only to the Riverside County Flood Control and Water Conservation District at the time of issuing a parcel of the building or purchase of the said parcel. Whenever occurs first, and that the owner of each parcel, at the time of issuance of either the grading or building permit, shall pay the fee required at the rate in effect at the time of issuance of the actual permit.

TRACT NO. 33428-1

IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA


ALBERTA WEBB ASSOCIATES - CIVIL ENGINEERS MARCH, 2013

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ON March 5, 2013, BEFORE ME, Virginia K. Stephenson, a Notary Public in and for said State, personally appeared Anthony F. Verona, 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.

Virginia K. Stephenson
NOTARY PUBLIC IN AND FOR SAID STATE

MY PRINCIPAL PLACE OF BUSINESS IS IN RIVERSIDE COUNTY
MY COMMISSION EXPRESSES: 3-10-2013
MY COMMISSION NUMBER: 295145

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MY PRINCIPAL PLACE OF BUSINESS IS IN RIVERSIDE COUNTY
MY COMMISSION EXPRESSES: 3-10-2013
MY COMMISSION NUMBER: 295145
STAFF REPORT

DATE: OCTOBER 17, 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.F

RESOLUTION OF INTENTION TO ESTABLISH CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2018-002 (TRACT 36702) GENERALLY LOCATED EAST OF STONE AVENUE AND SOUTH OF MARTINGALE DRIVE

RECOMMENDATION

1) That the City Council adopt Resolution No. 2019-95, 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. 2018-002 (TRACT 36702) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2018-002 (TRACT 36702)

BACKGROUND

The State legislature enacted the Mello-Roos Act of 1982 (the “Act”) to assist public agencies in financing certain public services. The Owner, GID Tiferet 1, LLC, a California Limited Liability Company, requested that the City assist them in forming a district for the City to cover the costs associated with the maintenance of public improvements within the proposed district. The costs involve services for streetlights operation and energy charges, administrative costs of streetlights; landscape maintenance, including streetscape, slopes and open space areas specifically identified in the CFD Engineer’s Report which may include, but is not limited to, all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, electricity, repair/replacement and inspection; maintenance of DG trails; maintenance, administration and inspection of the stormwater facilities and BMPs including water quality basin, open space areas, and any other NPDES/WQMP/BMP related devices; litter and graffiti removal on soundwalls (if any) and other amenities, plus
normal painting as required, within the CFD. Services include building a reserve fund for replacement. The development is proposed to include 17 single family residential units. The CFD is comprised of approximately 8.3 taxable acres or residentially zoned land.

ANALYSIS

Adoption of the attached Resolution is required under the Act to levy a special tax and fund certain services. The attached Resolution declares the City Council’s intention to form the proposed CFD No. 2018-002 (Tract 36702) and to authorize the levy of a special tax in accordance with an attached Rate and Method of Apportionment of Special Tax. The attached Resolution is the initial step for forming the CFD pursuant to the procedures prescribed by the Act, which include holding a public hearing and submitting the formation of the proposed CFD No. 2018-002 to the landowners at special election to be conducted by mailed ballot.

The proposed district will have a Maximum Special Tax in the amount of $1,055 per taxable unit per year for residential units, and a Maximum Special Tax of $1,055 per acre for Multifamily 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 owners have filed a petition representing their willingness to move forward.

OTHER INFORMATION

A public hearing on this matter will be held on November 21, 2019, and at that time the Council will hear any testimony concerning the formation and take action to adopt the “Resolution of Formation.”

FINANCIAL IMPACT

The individual property owners are responsible for the annual payments of special taxes. The City will work with the County concerning the filing of the annual special tax to the County Auditor-Controller.

The property owners have posted a deposit with its application to form the CFD in order to cover City costs incurred in connection with the formation. Approval of this resolution does not in any way commit the City to any financial contribution or liability by the CFD. The City’s cost to administer the CFD annually will be reimbursed through the special taxes charged to property owners.

ALTERNATIVES

1. Take no action.

2. Provide staff with further direction.
Attachments: Resolution No. 2019-95
Rate and Method of Apportionment
RESOLUTION NO. 2019-95

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. 2018-002 (TRACT 36702) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2018-002 (TRACT 36702)

RECITALS:

WHEREAS, this City Council (the “City Council”) of the City of Jurupa Valley (the “City”) has received petitions (the “Petitions”) requesting the institution of proceedings, which are signed by the owners of the land proposed for inclusion in a proposed community facilities district (the “Owners”) and which meet the requirements of Sections 53318 and 53319 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 (the “Act”); and

WHEREAS, the Act authorizes the City Council to establish a community facilities district and to levy special taxes within that district; and

WHEREAS, in accordance with the request set forth in the Petitions, the City Council desires to undertake proceedings to establish a community facilities district pursuant to the Act to finance certain services which are in addition to services currently provided in the territory of the proposed district and are necessary to meet increased demands placed upon the City as a result of the development of such land;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY:

1. **Intention.** The City Council hereby declares its intention to conduct proceedings for the formation of a community facilities district under the terms of the Act.

2. **Name of District.** The name of the proposed community facilities district is "City of Jurupa Valley Community Facilities District No. 2018-002 (Tract 36702)" (the "District").

3. **Boundaries of District.** The exterior boundaries of the District are shown on the map now on file in the office of the City Clerk entitled “Proposed Boundary - Community Facilities District No. 2018-002 (Tract 36702)” (the “Map”). The Map indicates by a boundary line, the extent of the territory included in the proposed District and shall govern for all details as to the extent of the District. On the original and one copy of the Map, the City Clerk shall endorse the certificate evidencing the date and adoption of this Resolution. The City Clerk shall file the original of the Map in her office and, within fifteen days after the adoption of this Resolution, the City Clerk shall file a copy of the Map so
endorsed in the records of the County Recorder, County of Riverside, State of California, and in any event this Map shall be filed no later than fifteen days before the public hearing specified in Section 6 below.

4. **Services.** The type of services proposed to be provided within the District and to be financed under the Act shall consist of those services set forth on Exhibit "A" (the "Services"), attached hereto and incorporated herein by reference. The Services are in addition to services currently provided in the District and are necessary to meet increased demands placed upon the City as a result of the development occurring in the District.

5. **Special Tax.**
   a. Except where funds are otherwise available to pay for the Services, it is the intention of the City Council, commencing Fiscal Year 2020-2021, to levy annually in accordance with procedures contained in the Act a special tax (the "Special Tax") within the District sufficient to pay for the costs thereof, including incidental expenses. The types of incidental expenses proposed to be incurred are set forth in Exhibit “B.” The Special Tax will be secured by recordation of a continuing lien against all non-exempt real property in the District and will be collected in the same manner as ordinary ad valorem property taxes are collected, or in such other manner as may be provided by the City Council including, without limitation, direct billing of the affected property owner, and shall be subject to the same penalties, procedure, sale and lien priority in case of delinquency as applicable for ad valorem property taxes. In the first year in which the Special Tax is levied, the levy shall include a sum sufficient to repay to the City all amounts, if any, transferred to the District pursuant to Section 53314 of the Act and interest thereon.

   b. The proposed Rate and Method of Apportionment of the Special Tax (the "Rate and Method") among parcels of real property in the District, in sufficient detail to allow each resident or landowner within the proposed District to estimate the maximum amount such resident or owner will have to pay, is shown in Exhibit "C," attached hereto and incorporated herein by reference. The City Council hereby determines the Rate and Method set forth in Exhibit “C” to be reasonable.

6. **Hearing.** A public hearing on the establishment of the District, the extent of the District, the furnishing of Services within the District, and the proposed Rate and Method (the "Hearing") shall be held on November 21, 2019, at 7:00 p.m., or as soon thereafter as practicable, at the chambers of the City Council of the City of Jurupa Valley, 8930 Limonite, Jurupa Valley, California 92509. At the Hearing, any interested person or taxpayer, including all persons owning lands or registered to vote within the proposed District, may appear and be heard.

7. **Report.** The Staff of the City is directed to study the proposed District and prepare for filing at the Hearing the report required by Section 53321.5 of the Act. The staff of
the City may delegate to consultants of the City the duty to perform the study and prepare the report.

8. **Advances.** The City may accept advances of funds or work in-kind from any source, including, but not limited to, private persons or private entities, and is authorized and directed to use such funds or that work in-kind for any authorized purpose, including, but not limited to, paying any cost incurred by the City in creating the District. The City may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

9. **Published Notice.** The City Clerk is hereby directed to publish a notice of the Hearing ("Notice") pursuant to Section 6061 of the California Government Code in a newspaper of general circulation published in the area of the proposed District. Such Notice shall be substantially in the form specified in Section 53222 of the Act. Publication of the Notice shall be completed at least seven days prior to the date of the Hearing.

10. **Mailed Notice.** The City Clerk is hereby directed to send a copy of the Notice of the Hearing by first-class mail, postage prepaid, to each registered voter and to each landowner within the proposed District as shown on the last equalized assessment roll. Mailing of the Notice shall be completed at least fifteen days prior to the date of the Hearing.

11. **Voting.** Should the City Council determine to form the District, a special election will be held within the District to authorize the levy of the Special Tax in accordance with the procedures contained in Section 53326 of the Act. If held, the proposed voting procedure at the election will be a landowner vote with each landowner who is the owner of record of land within the District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the District. Ballots for the special election may be distributed by mail with return postage prepaid or by personal service.

12. **Exemptions from Special Tax.** Except as may otherwise be provided in Exhibit "C" hereto or by law, all lands owned by any public entity, including the United States, the State of California and/or the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax to be made to cover the costs and expenses of the Facilities and Services. In addition, reference is hereby made to Exhibit "C" for a description of other lands which shall be omitted from the levy of the Special Tax.

13. **Election to Perform Work.** Pursuant to 53329.5(c) of the Act, the City Council finds that, in its opinion, the public interest will not be served by allowing property owners in the District to enter into a contract pursuant to Section 53329.5(a)
PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 17th day of October, 2019.

____________________________
Brian Berkson
Mayor

ATTEST:

____________________________
Victoria Wasko, CMC
City Clerk
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. 2019-95 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 17th day of October, 2019 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 17th day of October, 2019.

________________________________  
Victoria Wasko, City Clerk  
City of Jurupa Valley
EXHIBIT "A"

DESCRIPTION OF SERVICES

Authorized Services shall be the following:

- The maintenance of streetlights including operation, energy charges, maintenance, and administrative costs of streetlights specifically identified on the City approved Streetlight Plans for the subdivision known as TR 36702, by Albert A. Webb Associates, 2019.
- The maintenance of landscape, including streetscape, slopes, and open space areas. The landscape maintenance may include, but is not limited to, all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, electricity, and related repair/replacement and inspection; and as identified on the City approved CFD Landscape Plans for the subdivision known as TR 36702, by Albert A. Webb Associates.
- The maintenance of disintegrated Granite (DG) specifically identified on the City approved CFD Landscape Plans for the subdivision known as TR 36702, by Albert A. Webb Associates.
- Litter and graffiti removal on walls and other amenities, plus normal painting as required within CFD boundaries.
- Maintenance, administration and inspection of the stormwater facilities and BMPs including water quality basin, open space areas, and any other NPDES/WQMP/BMP related devices. The maintenance may include, but is not limited to all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, street lights, electricity, repair/replacement and inspection. 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.
- 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"

INCIDENTAL EXPENSES

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.
EXHIBIT “C”
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

(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. 2018-002 (Tract 36702). 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. 2018-002 (Tract 36702) 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 December 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 $26,883 for the Base Year. The Special Tax Reserve Fund Requirement 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 amount in effect in the previous Fiscal Year.

“Special Tax Services” means: (i) The maintenance of streetlights including operation, energy charges, maintenance, and administrative costs of streetlights specifically identified on the City approved Streetlight Plans for the subdivision known as TR 36702, by Albert A. Webb Associates, 2019; (ii) the maintenance of landscape, including streetscape, slopes, and open space areas. The landscape maintenance may include, but is not limited to, all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, electricity, and related repair/replacement and inspection; and as identified on the City approved CFD Landscape Plans for the subdivision known as TR 36702, by Albert A. Webb Associates; (iii) the maintenance of disintegrated Granite (DG) specifically identified on the City approved CFD Landscape Plans for the subdivision known as TR 36702, by Albert A. Webb Associates; (iv) litter and graffiti removal on walls and other amenities, plus normal painting as required within CFD boundaries; (v) maintenance, administration and inspection of the stormwater facilities and BMPs including water quality basin, open space areas, and any other NPDES/WQMP/BMP related devices. The maintenance may include, but is not limited to all landscaping materials such as
turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, street lights, electricity, repair/replacement and inspection. 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; (vi) 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.

“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 Property</td>
<td>D/U</td>
<td>$1,055</td>
</tr>
<tr>
<td>2</td>
<td>Multifamily Residential Property</td>
<td>Acre</td>
<td>$1,055</td>
</tr>
<tr>
<td>3</td>
<td>Non-Residential Property</td>
<td>Acre</td>
<td>$2,048</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 $2,048.20 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 (if any).

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.
BOUNDARY MAP
COMMUNITY FACILITIES DISTRICT NO. 2018-002 (TRACT 36702)
CITY OF JURUPA VALLEY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2018-002 (TRACT 36702) OF THE CITY OF JURUPA VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY OF JURUPA VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE ___ DAY OF ___ 2019, BY ITS RESOLUTION NO. ___

CITY CLERK
CITY OF JURUPA VALLEY

REFERENCE IS HEREBY MADE TO THE ASSESSOR MAPS OF THE COUNTY OF RIVERSIDE, FOR FISCAL YEAR 2019-2020, FOR AN EXACT DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH LOT/PARCEL.


CITY CLERK
CITY OF JURUPA VALLEY

RECORDED THIS ___ DAY OF ___ 2019 AT THE HOUR OF ___ O'CLOCK ___ IN BOOK ___ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE ___ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE DOCUMENT NO.
PETER ALDANA, RIVERSIDE COUNTY ASSESSOR-CLERK-RECORDER
BY: ________________________________ DEPUTY

PREPARED BY:
1260 Corona Pointe Court Suite 305
Corona, CA 92878-2013
855.900.4742

NOT TO SCALE
STAFF REPORT

DATE: OCTOBER 17, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ALAN KREIMEIER, INTERIM CITY MANAGER
BY: STEVE LORISO, P.E., CITY ENGINEER/ DIRECTOR OF PUBLIC WORKS

SUBJECT: AGENDA ITEM NO. 16.A

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

RECOMMENDATION

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

2) That the City Council adopt Resolution No. 2019-96, entitled:

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

BACKGROUND & SUMMARY

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

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

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

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

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

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

Residents within the existing neighborhood (Kachina Drive, Paisano Way, Virtue Vista Drive and Standish Avenue) have expressed concern regarding the development of the 57 single-family residences. In 2016 grading operations on this development commenced, at which time, residents approached staff with concerns of noise and traffic from the ultimate construction of the new homes. Staff met with the residents to discuss these concerns at that time. Subsequent to that, staff has met on several occasions with various members of the public and with the Developer. Additionally, the duly noticed Public Hearing on this matter on May 16, 2019 provided an opportunity for the public to express itself before the City Council. As of the writing of this Staff Report a meeting is planned by mailing of notice to all residents within the neighborhood and to the developer for October 14, 2019.
The entire new development project was previously approved by the County (in 1989 and 1990) to include private streets.

**ANALYSIS**

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

A request has been made by the adjacent property owner (home builder of TR 20249 and TR 20250) as required. The City Clerk has duly noticed the matter for two successive weeks prior to this hearing in the Press Enterprise and caused Notices to be posted on the site of the vacation as required by law.

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

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

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

3) construction within the area of the dedicated right-of-way, of certain public improvements, as determined necessary by the City Engineer to facilitate the transition from the existing private streets to the existing public street;

The vacation of Lot “B” (Kachina Drive), Tract No. 20249 as recorded in Book 222 of Maps, Pages 27 through 31 inclusive of the Official Records of the County of Riverside would not be necessary for present or prospective public use,

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

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

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

OTHER INFORMATION

- May 16, 2019 – City Council held a Public Hearing to consider a resolution vacating a portion of Kachina Drive, which the resolution did not pass.

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

FINANCIAL IMPACT

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

ALTERNATIVES

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

****************************************************************************** SIGNATURES ON FOLLOWING PAGE ******************************************************************************
Prepared by:
Mike Myers, P.E.
Assistant City Engineer

Reviewed by:
Connie Cardenas
Inerim Administrative Services Director

Approved as to form:
Peter Thorson
City Attorney

Submitted by:
Alan Kreimeier
Interim City Manager

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

Reviewed by:
George A. Wentz
Deputy City Manager

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

CITY COUNCIL RESOLUTION

(INsert RESOLUTION AFTER THIS PAGE)

www.jurupavalley.org
RESOLUTION NO. 2019-96

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

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

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

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

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

(c) The proposed vacation is being conducted under the general public right of way vacation procedures set forth in Sections 8320 through 8325 of the California Streets and Highways Code.
(d) California Government Code Section 65402 provides that no street shall be vacated or abandoned a determination and finding is made that the proposed vacation or abandonment of the street is in conformity with the General Plan.

(e) The proposed vacation of the Subject Parcel, as conditioned, will be in conformance with and consistent with the General Plan of the City of Jurupa Valley and each element thereof, including without limitation the Mobility Element of the General Plan. On February 27, 2019, the Planning Commission of the City of Jurupa Valley adopted Resolution No. 2019-02-27-02 entitled “A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF JURUPA VALLEY FINDING THAT THE PROPOSED VACATION OF PORTIONS OF KACHINA DRIVE northwesterly OF THE INTERSECTION WITH VIRTUE VISTA DRIVE WILL BE IN CONFORMANCE WITH THE CITY OF JURUPA VALLEY GENERAL PLAN.”

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

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

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

(i) Pursuant to Section 8320 of the Street and Highways Code, the City Council held a duly noticed Public Hearing on October 17, 2019 to consider vacating the City’s rights of way for street purposes in the Subject Property at which time members of the public had the opportunity to comment on the proposed vacation of the Subject Property to the City Council. The Council duly considered all written and oral comments received prior to adopting this Resolution.

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

Section 2. Vacation of Lot B of Tract 20249: Conditions of Approval. The City Council of the City of Jurupa Valley hereby vacates the public right of way for street purposes on the Subject Property, Lot B of Tract 20249, as recorded in Map Book 222, pages 27 through 31, inclusive, of the Official Records of Riverside County, pursuant to Streets and Highways Code Sections 8320 through 8325 subject to the following conditions:
(a) Easements for the construction, installation, use and maintenance of public utilities, as defined in Section 216 of the California Public Utilities Code are hereby reserved and exempted from the vacation of the Subject Property.

(b) Owner shall dedicate to the City, in a form approved by the City Engineer and City Attorney, such rights of way and public utility easements as determined by the City Engineer to be necessary for the transition of the private portion of Kachina Drive and other private streets in Tracts 20249 and 20250 to the public portion of Kachina Drive, to vest in the City upon completion of the improvements described in Section 2(c) of this Resolution to the satisfaction of the City Engineer.

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

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

(e) Owner shall provide the following improvements and amenities:

1) ________________________ ;
2) ________________________ ;

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

(a) Certify the adoption of this Resolution.

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 17th 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 Resolution No. 2019-96 was duly adopted and passed at a meeting of the City Council of the City of Jurupa Valley on the 17th day of October, 2019, by the following votes, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 17th day of October, 2019.

Victoria Wasko, CMC, City Clerk
City of Jurupa Valley
Lot "B" as shown on map of Tract No. 20249, as recorded in Map Book 222, pages 27 through 31, inclusive, of the Official Records of Riverside County, reserving therefrom easement for public utility purposes.
ATTACHMENT 2 – ADJACENT PROPERTIES TO PROPOSED STREET VACATION
EXHIBIT "B"
VACATION PORTION OF KACHINA DRIVE
VAC MP 18-005

LOT "B"
12,195 S.F.

TRACT NO. 20249
MB 222/27-31

LOT D

TRACT NO. 20249
MB 222/27-31

LOT 1
TRACT NO.
22730
MB 210/87-100

EASEMENT NOTES

握手 JURUPA COMMUNITY SERVICES DISTRICT, HOLDER OF AN EASEMENT FOR PIPELINES, SEC. 6-19-1987 AS INST. NO. 174851, D.R.

握手 STORM DRAIN EASEMENT PER TRACT NO. 20249, MB 222/27-31

握手 PUBLIC UTILITIES EASEMENT PER TRACT NO. 20249, MB 222/27-31

ATTACHMENT 4 - SHOWING AREA OF PROPOSED STREET VACATION
ATTACHMENT 5 - SHOWING AREA OF PROPOSED STREET DEDICATION
EXHIBIT "B"
VACATION PORTION
OF KACHINA DRIVE
VAC MP 18-005

PRIVATE ROAD
EASEMENT FROM LOT
23 TO HOA

TRACT NO. 20249
MB 222 / 27-31

LOT 1
TRACT NO. 22739
MB 210 / 87-198

LOT 'B'

TRACT NO. 20249
MB 222 / 27-31

SEC. 24, T. 2S, R. 6W,
SECTION 1, SURVEY OF THE
JURUPA RANCHO MG 9/33 SB Co.

EASEMENT NOTES

☑ JURUPA COMMUNITY SERVICES DISTRICT, HOLDER
OR AN EASEMENT FOR PIPELINES, ETC.
6-19-1987 AS INST. NO. 174851, O.R.

☑ STORM DRAIN EASEMENT PER TRACT NO. 20249
MB 222 / 27-31

☑ PUBLIC UTILITIES EASEMENT PER TRACT NO.
20249, MB 222 / 27-31

PLAT TO ACCOMPANY LEGAL
ATTACHMENT 6 – CONFIGURATION PROPOSED PRIVATE GATED ACCESS
(SUPERIMPOSED OVER VACATION & DEDICATION)

JOB NO. 8942
DATE: 2-8-2019
CLIENT: ICJ JURUPA VALLEY 55 U.C
APPROVED BY:

PLAT PREPARED BY:
adkan
ENGINEERS
ATTACHMENT 7 – CONCEPT OF PROPOSED LANDSCAPING AND TRAFFIC FLOW
STAFF REPORT

DATE: OCTOBER 17, 2019
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: ALAN KREIMEIER, INTERIM CITY MANAGER
BY: THOMAS G. MERRELL, AICP, PLANNING DIRECTOR

SUBJECT: AGENDA ITEM NO. 17.A

INTRODUCTION TO RUBIDOUX COMMERCE PARK WAREHOUSE AND LOGISTICS PROJECT GENERAL PLAN AMENDMENT---APPROVAL OF AGREEMENT TO PREPARE ENVIRONMENTAL IMPACT REPORT FOR THE PROJECT OR DECLINE TO PROCEED WITH THE PROJECT AND RESCIND THE INITIATION OF THE GENERAL PLAN AMENDMENT (APPLICANT PROFICIENCY RUBIDOUX, LLC; LOCATION NORTH OF 28TH STREET, EAST OF AVALON STREET, AND SOUTH OF 25TH STREET; CASE NUMBER: MA17132)

RECOMMENDATION

1. Receive an introduction to the project and identify concerns or request for additional information that staff will need to address.

2. If the City Council determines to proceed with the project, then the Council should, by motion, approve the attached 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 behalf of the City; OR

3. If the City Council determines not to proceed with the project, the Council should, by motion, decline to approve the Agreement and rescind the July 5, 2018 Council action to initiate the General Plan Amendment.

BACKGROUND

At the August 15, 2019 City Council meeting, the Council discussed an agenda item to authorize a contract for the preparation of an EIR for the Rubidoux Commerce Park
The project requires an amendment to the General Plan (GPA) policy that restricts warehousing and logistics uses to the Mira Loma overlay area. Members of the Council expressed concern that the applicant would incur a substantial cost with the risk that the GPA may not be approved. The Council tabled the EIR contract and requested an informational agenda item (workshop) to better understand the project.

**INTRODUCTION OF THE PROJECT**

1. **Project Design.** Staff will introduce the current version of project design at the Council meeting. The site development plan is under review and revision as the applicant and staff discuss issues associated with truck traffic and other factors affecting compatibility with nearby residential areas.

2. **Brief Project Description & Location.** Proficiency Rubidoux, LLC is proposing a 1.3 million square-feet industrial project to accommodate logistic uses on 81 acres of vacant land located north of 28th Street, east of Avalon Street, and south of 25th Street. See Exhibit A for the project location. The project is named “Rubidoux Commerce Park.”

**EXHIBIT A. LOCATION**
3. **Project Site Location.** The project site is surrounded by (1) existing residential communities and (2) approved, but unconstructed, residential communities to the west and south. Existing industrial uses are located north of the project site. More details on the surrounding neighborhood are listed as follows:
   a. **West:** “Rio Vista Specific Plan” (undeveloped) abuts the project site to the west. The Specific Plan’s land use map allows for 1,697 residential units (single-family and multi-family units), 5-acre commercial area, school, and over 400 acres of open space.
   b. **South:** Both “Emerald Ridge North” and “Emerald Ridge South” residential projects (total 399 units) are located south of 28th Street. Both are unconstructed approved tracts. The homebuilders are currently working with the City to move forward with permits.
   c. **East:** West Riverside Canal and Union Pacific Railroad abuts the majority of the easterly boundary of the project site and Avalon Street abuts the northeasterly portion of the project site. Residential homes are located east of Avalon Street along 26th Street.
   d. **North:** A mixture of existing industrial uses, such as asphalt plants, equipment rentals & sales, and Universal Forest Products (UFP) Riverside, are located north of the project site.

4. **Background on Applications.** On July 5, 2018, the City Council considered the applicant’s request for a General Plan Amendment (GPA) to amend the General Plan to allow logistics use on the project site, which is located outside of the Mira Loma Warehouse and Distribution Center Overlay (see Attachment 1). The Mira Loma Warehouse and Distribution Center Overlay allows warehouse and distribution use only within the Overlay.

5. **Applicant’s Proposed Development Agreement.** The staff presented the applicant’s request including an offer to enter into a Development Agreement. Table 1 is the applicant’s proposed terms that were also presented to the Council in 2018:

<table>
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<th>TABLE 1. PROPOSED TERMS (2018)</th>
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| 3 | Participate in a Community Facilities District (CFD) which will maintain certain streets in the community in good condition. Some of the streets that are being considered in the CFD are as follows:  
   a. Rubidoux Blvd. between El Rivino Rd. and Mission Blvd.  
   b. Market St. between Rubidoux Blvd. and State Route 60  
   c. El Rivino Rd. between Rubidoux Blvd. and Agua Mansa Rd. |
4. Pay a one-time community benefit payment for the reconstruction of the Rubidoux Blvd. and State Route 60 interchange.

5. Participate in a City Public Safety Services CFD to provide funding for Public Safety services if the City creates one. Cost will be shared with other developers.

6. Contribute to the funding for the maintenance or creation of a City open space or public park.

7. Contribute to the funding for a North Rubidoux Master Plan that will engage residents, property owners and business owners in a process to protect residential neighborhoods, define the limits of industrial expansion and establish truck routes north of the SR60 freeway and east of Avalon. (This is also an element of the proposed Veridian (Riverside Cement Plan) and Carson projects.)

8. Rehabilitate/repair all the curbs, drainage, and sidewalks between Canal St. and Rubidoux Blvd., south of 26th Street (except for the internal streets in the recently approved Emerald Ridge community) that are not already required of other approved projects.

The above items were the starting point for the applicant to enter into discussions with the City. The Deputy City Manager and his team have been discussing these terms and have been working with the applicant to refine and modify the applicant’s obligations to best serve the interests of the City.

6. Council Action to Initiate the General Plan Amendment. After Council discussion, the City Council, without consideration of the merits of the project. Initiated a General Plan Amendment for staff to analyze and review the applicant’s request for Rubidoux Commerce Park, to proceed at the applicant’s risk.

7. Formal Entitlement Process
   - In January 2019, the applicant submitted the proposed Rubidoux Commerce Park project for approximately 81 acres. The entitlements include a General Plan Amendment, Development Agreement, Tentative Parcel Map, and Site Development Permit.
   - On August 15, 2019, the staff recommended the City Council to approve an 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. After City Council discussion, the City Council directed staff to schedule a workshop with the Council at a future meeting to further discuss this project prior to considering the agreement with T & B Planning, Inc.
OTHER WAREHOUSING PROJECT APPLICATIONS

At the present time there are several other similar project applications in progress that also require amending the Mira Loma Warehouse and Distribution Overlay in the General Plan. Two of these are in the same general vicinity as the Rubidoux Commerce Park:

- Veridian – Riverside Cement Plant redevelopment
- Carson Company – New industrial warehouse at Hall & Agua Mansa

Three other projects have been submitted recently or are pending:

- Emerald Meadow – Warehouse and commercial on the south side of SR60, east side of Rubidoux Blvd.
- Richland / Rio Vista Specific Plan – Industrial warehouse west side of Crestmore Heights
- Pyrite & SR60 – Warehouse on the north side of Granite Hill approximately 500 feet east of Pyrite

Staff will be briefly commenting further on these other projects at the City Council meeting.

CONTRACT TO COMPLETE EIR

If the Council determines to proceed with the General Plan Amendment, then the staff’s recommends preparation of the project’s environmental documentation. Staff has recommended the City Council to enter into an agreement with T & B Planning, Inc. to prepare and complete an Environmental Impact Report for this project. Staff has received only this one proposal and it was reviewed based on several important criterions, including the complexity of the proposed project and the proposer’s ability to maintain work schedules. After staff’s review and with applicant’s concurrence, staff has selected T & B Planning, Inc. The contract value of $303,298.70 includes a 13% contingency.

FINANCIAL IMPACT

Staff time to process this application will be recovered by a developer application deposit. No additional costs to the City are anticipated.

The proposed contract will have no effect on City costs or revenues. Full cost recovery will occur inasmuch the City will require the total amount of the contract to be deposited by the applicant prior to commencement of work.

ALTERNATIVES

1. Identify concerns or request for additional information that staff will need to address with the project and, by motion, authorize the contract for preparation of the EIR;
2. Defer action and request additional information on the General Plan Amendment or the project.
3. Decline to authorize the EIR contract, and direct that the GPA for the Mira Loma Warehouse and Distribution Overlay be withdrawn.
Prepared by:

Thomas G. Merrell, AICP
Planning Director

Reviewed by:

Connie Cardenas
Interim Director of Administrative Services

Submitted by:

Alan Kreimeier
Interim City Manager

Reviewed by:

Peter M. Thorson
City Attorney

Attachments:

1. Mira Loma Warehouse Distribution Center Overlay
2. Agreement for Preparation of EIR and Exhibit A
Mira Loma Warehouse/Distribution Center

Require that in the Business Park, Light Industrial, and Heavy Industrial land use designations within the Jurupa Area Plan, warehousing and distribution uses, and other goods storage facilities, shall be permitted only in the following area: the area in Mira Loma (indicated and enclosed by three boundaries), San Bernabe Channel from Philadelphia Street southwesterly to Galena Street on the east, Galena Street from the San Bernabe Channel westerly to Winewilla Road on the south, Winewilla Road northerly to Riverside Drive, then Riverside Drive westerly to Millikan Avenue, then Millikan Avenue north to Philadelphia Street on the west, and Philadelphia Street easterly to the San Bernabe Channel on the north.

This policy shall not apply to firms which only store goods that are manufactured or assembled on site. In such a case, the use shall be evaluated based on the underlying general plan land use designation, and any potential impacts on the community from diesel and other hazardous emissions, traffic generation, local existing land use compatibility and other environmental and socioeconomic concerns. Any manufacturing project proposal outside of the aforesaid area that is in excess of 200,000 square feet in size shall be required to obtain a Conditional Use Permit from the County of Riverside.

No warehouses, distribution centers, intermodal transfer facilities (railroad to truck), trucking terminals or cross dock facilities shall be allowed outside of the aforementioned area.
AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND T&B PLANNING, INC. FOR PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE RUBIDOUX COMMERCE PARK PROJECT

THIS AGREEMENT is made and effective as of August 15, 2019 corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Term

This Agreement shall commence on August 15, 2019, and shall remain and continue in effect until tasks described herein are completed in accordance with the Scope of Services, unless sooner terminated pursuant to the provisions of this Agreement.

2. Services

Consultant shall prepare an Environmental Impact Report (the “services”) for the Rubidoux Commerce Park Project, as the services and related tasks are described and set forth on pages 2 through 3 of Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance that is set forth on pages 10 through 11 of Exhibit A.

3. Performance

Consultant shall at all time faithfully, competently and to the best of its ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. Payment

A. City agrees to cause Consultant to be paid monthly, in accordance with the payment rates and terms and the schedule of payment as set forth on pages 12 through 13 of Exhibit A, based upon actual time spent on the above tasks. This amount shall not exceed Three Hundred Three Thousand Two Hundred Ninety-Three Dollars and Seventy Cents ($303,293.70) for the total term of this Agreement, unless additional payment is approved as provided in this Agreement.
B. City shall only reimburse Consultant for those expenses expressly set forth in Exhibit A. The amount set forth in Section 4.A. shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council.

D. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first (1st) and fifteenth (15th) business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) calendar days of receipt of each invoice as to all non-disputed fees. If City disputes any of consultant’s fees it shall give written notice to Consultant within thirty (30) calendar days of receipt of an invoice of any disputed fees set forth on the invoice.

5. **Suspension or Termination of Agreement without Cause**

   A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten (10) calendar days’ prior written notice. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If 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, City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to City. Upon termination of this Agreement pursuant to this Section, Consultant will submit an invoice to City pursuant to Section 4.

6. **Default of Consultant**

   A. Consultant’s failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant’s control, and without fault or negligence of Consultant, it shall not be considered a default.
B. If the City Manager or his delegate determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he or she shall serve Consultant with written notice of the default. Consultant shall have (10) calendar days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, 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.

7. Ownership and Maintenance of Documents

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of two (2) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without Consultant’s permission. With respect to computer files containing data generated for the work, Consultant shall make available to City, upon reasonable written request by the City Manager, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. Indemnification.

Consultant shall defend, hold harmless and indemnify City, its elected officials, officers, employees, designated volunteers and those City agents serving as independent contractors in the
role City officials (collectively “Indemnitees”) with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys’ fees and costs of defense (collectively, “Claims” hereinafter), including, but not limited to, Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the negligence or willful misconduct of City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Claims with counsel of City’s choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Consultant’s duty to defend pursuant to this Section shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions or Indemnitees.


A. Consultant shall procure and maintain for the duration of this Agreement 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 Consultant, its agents, representatives, or employees.

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

a) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

b) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

c) Worker’s Compensation insurance as required by the State of California and Employer’s Liability Insurance. If Consultant has no employees while performing under this Agreement, worker’s compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

d) Professional liability insurance shall be written on a policy
form providing professional liability for Consultant’s profession.

2) **Minimum Limits of Insurance.** Consultant shall maintain limits no less than:

   a) **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.

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

   c) **Worker’s Compensation as required by the State of California; Employer’s Liability:** One million dollars ($1,000,000) per accident for bodily injury or disease.

   d) **Professional liability insurance in the amount of one million dollars ($1,000,000) per claim and in the aggregate.**

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

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

1) City, its elected officials, officers, employees, designated volunteers and those City agents serving as independent contractors in the role City officials (“Additional Insured”) shall be covered as insured’s as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2) For any claims related to this project, Consultant’s insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insured maintained by the Additional Insureds shall be excess of Consultant’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 Additional Insureds.

4) Consultant’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 the insurer shall endeavor to provide thirty (30) calendar days’ prior written notice, by certified mail, return receipt requested, to City prior to any action to suspend, void, cancel or otherwise reduce in coverage or in limits.

6) Within one (1) business day following receipt by Consultant of any notice correspondence or notice, written or oral, of an action or proposed action to suspend, void, cancel or otherwise reduce in coverage or in limits of the required insurance, Consultant shall notify City of such action or proposed action.

C. 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 City. Self insurance shall not be considered to comply with these insurance requirements.

D. Verification of Coverage. Consultant shall furnish 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 City. All endorsements are to be received and approved by City before work commences. As an alternative to City’s forms, Consultant’s insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

E. Modifications. City Manager may, with the consent of the City Attorney, waive the provisions of this paragraph or provided for other forms of insurance as may be necessary to enable City to receive adequate insurance protection as contemplated in this Section.

10. Independent Contractor
A. Consultant is and shall at all times remain as to City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant’s officers, employees, or agents except as set forth in this Agreement. Consultant 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 City. Consultant 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 Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. Legal Responsibilities

Consultant shall keep itself informed of all local, state, and federal ordinances, laws and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times observe and comply with all such ordinances, laws, and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

12. Confidentiality; Release of Information

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City’s prior written authorization.

B. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager, or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the services performed under this Agreement or relating to any project or property located within City. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.
13. **Assignment**

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without City’s prior written consent. City consents to the use of the sub-consultants described in Exhibit A to this Agreement provided the costs of such sub-consultants shall be borne by Consultant and shall not exceed the costs described in Paragraph 5 of this Agreement.

14. **General Provisions**

A. **Notices**

Any notices that 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, including, without limitation, 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. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City:  
City of Jurupa Valley  
8304 Limonite Suite M  
Jurupa Valley, CA 92509  
Attention: City Manager

To Consultant:  
T&B Planning, Inc.  
17542 East 17th Street, Suite 100  
Tustin, California 92780  
Attention: Tracy Zinn, President

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

C. **Governing Law; Venue**
1) City and Consultant 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.

2) Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Jurupa Valley. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court’s judgment, shall be entitled to reasonable attorneys’ fees and litigation expenses for the relief granted.

D. Prohibited Interest. No City officer or employee who has participated in the development of this Agreement or its administration shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, Consultant, or Consultant’s sub-consultants, during his or her tenure or for one (1) year thereafter. Consultant hereby warrants and represents to City that no officer or employee of the City Council or City of Jurupa Valley has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of Consultant or Consultant’s sub-consultants on this project. Consultant further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

E. 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.

F. Time is of Essence. In carrying out the provisions of this Agreement, both parties acknowledge and agree that time is of the essence.

G. Authority to Execute This Agreement. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant 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

CONSULTANT

By: _______________________
Name: _____________________
Title: Board Chairman, President or VP

By: _______________________
Name: _____________________
Title: Secretary, Asst. Secretary, CFO or Asst. Treasurer

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

SCOPE OF SERVICES

(Attached)
June 28, 2019

Annette Tam, Senior Planner
Ernest Perea, CEQA Administrator
City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509

Submitted electronically to: atam@jurupavalley.org and eperea@jurupavalley.org

RE: PROPOSAL TO PROVIDE CEQA CONSULTING SERVICES FOR THE RUBIDOUX COMMERCE PARK PROJECT

Dear Ms. Tam and Mr. Perea:

T&B Planning, Inc. (dba T&B Planning) is pleased to present this proposal to provide CEQA Consulting services for the preparation of a Project Environmental Impact Report (EIR) that meets all of the requirements set forth in the California Environmental Quality Act (CEQA) Statute and Guidelines for the proposed Rubidoux Commerce Park Project. T&B Planning will work under the supervision of the City to ensure that the EIR represents the independent judgment of the City.

We understand that the project entails the proposed construction and operation of four industrial warehouse buildings that would total approximately 1,256,260 square feet (SF) and include associated improvements (e.g., parking areas, landscaping, walls/fences, utility infrastructure). The project site is approximately 80.8 acres and located outside of the Mira Loma Warehouse Distribution Center Overlay area.

T&B Planning has been in business since 1974 and has served many public and private sector clients over our 45-year history, including the City of Jurupa Valley. Pursuant to the City’s Request for Proposals (RFP), the enclosed proposal consists of the following exhibits, which concisely set forth our qualifications and professional methodology for completing services in a timely and efficient manner.

- **UNDERSTANDING AND APPROACH - EXHIBIT I**
- **ABILITY TO MEET PROJECT SCHEDULE - EXHIBIT IV**
- **LOCAL EXPERIENCE - EXHIBIT II**
- **BUDGET - EXHIBIT V**
- **EXPERIENCE AND TIME COMMITMENT - EXHIBIT III**

Thank you for the opportunity to submit this proposal. If you have questions or require any clarification pertaining to this proposal, please contact me at (714) 505-6360 ext. 350 or by e-mail at tzinn@tbplanning.com.

Sincerely,

T&B Planning, Inc.

Tracy Zinn, President
Understanding of the Project

Pursuant to the City’s RFP, the project applicant proposes the construction and operation of four industrial warehouse buildings that would total approximately 1,256,260 SF and include associated improvements (e.g., parking areas, landscaping, walls/fences, utility infrastructure) on an approximately 80.8-acre property. The Project site is located easterly of Montana Avenue, westerly of West Riverside Canal, southerly of 25th Street, and northerly of 28th Street in the City of Jurupa Valley, outside of the Mira Loma Warehouse Distribution Center Overlay area.

Master Application (MA) 17132 requests the following land use entitlements:

1. General Plan Amendment (GPA): Amendment to the City of Jurupa Valley General Plan to allow warehouse distribution/logistics buildings outside of the Mira Loma Warehouse Distribution Center Overlay.
2. Development Agreement (DA): Agreement between the project applicant and the City on certain terms.
3. Tentative Parcel Map (TPM): Subdivision of approximately 80.8 acres into four parcels (one parcel for each building).
4. Site Development Permit (SDP): Detailed plans proposing the construction of four buildings totaling approximately 1,256,260 SF of warehouse and distribution use on approximately 80.8 acres of land.

Approach to the Project and Scope of Services

Based on our review of the City’s RFP and our recent, prior experience preparing CEQA compliance documents for the City of Jurupa Valley, we do not propose any modifications to the scope of services set forth in the RFP dated June 14, 2019. However, assistance with Native American SB 18 and AB 52 consultation is not listed in the RFP, and our staff is available to assist the City with that process, if requested. Assistance with Native American consultation is not currently budgeted in this proposal outside of the 40 hours requested by the RFP in Task 14. Therefore, the approach, schedule, and budget provided herein reflect the tasks identified in the RFP provided by the City of Jurupa Valley without modification.

T&B Planning’s approach will be to prepare a thorough and objective EIR that has a high level of legal defensibility and contains mitigation measures that the project applicant can feasibly implement and that the City of Jurupa Valley can enforce. Given that the project entails proposed warehousing development outside of the Mira Loma Warehouse Distribution Center Overlay area, an extremely thorough and objective EIR will be critical that complies with the CEQA Statute and Guidelines and is responsive to public concerns.

Our staff has a strong skill set in CEQA compliance for industrial warehousing projects, and also has familiarity with the City of Jurupa Valley through our preparation of CEQA compliance documents for other private applicant projects in the City. Our staff will review the Project’s technical reports to ensure that each report contains appropriate analysis methodology, covers all of the analytical subject matter required under CEQA, is responsive to agency and public concerns, and is in conformance with applicable CEQA requirements. Concurrently with technical report review, we will work with the City to prepare and release the NOP for public review and conduct the Scoping Meeting. All agency and public comments made on the NOP will be carefully considered to ensure that the EIR covers every environmental topic of concern in a comprehensive manner.
Our immediate next priority will be to initiate preparation of the Screencheck Administrative Draft EIR as expeditiously as possible. T&B Planning will prepare the EIR in accordance with the Checklist included as Appendix G of the CEQA Guidelines, and following the structural format preferred by the City, with applicable Plans, Policies, and Programs (PPPs) listed before Mitigation Measures (MMs). Due to T&B Planning’s extensive experience preparing EIRs for industrial warehousing projects, including those with a high degree of public scrutiny, our familiarity with the City of Jurupa Valley through our recent work on the Pilot Flying J Travel Center EIR and the Rubidoux Commercial Center EIR, and our internal diligent quality control review and refinement process for all CEQA documents before delivery, we anticipate that the focus of City staff and City Attorney review cycles will be to recommend refinements that will bolster responsiveness to City concerns and the sensitivities of its decision-making bodies and constituents.

**Quality Control and Project Management**

For the proposed project, a T&B Planning Principal-in-Charge will provide direction on strategic decision-making, provide expertise on highly sensitive or potentially litigious issues, and provide final quality control review of each deliverable before release to the City. Tracy Zinn and Tina Andersen are T&B Planning’s Principals-in-Charge with widespread experience in industrial warehousing project types. Either Tracy or Tina, at the City’s preference, will lead T&B Planning’s efforts on this project. A T&B Planning Senior Project Manager, identified herein as David Ornelas, will serve as the day-to-day project manager and point-person for internal and external communications and project management. The Principal and Senior Project Manager will work with the City to guide the project through its environmental compliance process and prepare and spearhead the preparation of the EIR. David will lead internal document production and provide internal oversight of the EIR prior to final quality control review by the Principal-in-Charge.

**Meeting Project Schedules and Budgets**

We will be diligent in meeting the project schedule and completing services within budget. T&B Planning understands the importance of keeping CEQA projects on schedule and we will prioritize tasks in a manner that ensures the timely delivery of work products. Our internal philosophy is that the best defense against a scheduling delay is to be highly proactive and communicative from project initiation through project approval in order to quickly identify and overcome impediments that could otherwise materialize into a potential delay for the proposed project.
EXHIBIT II: LOCAL EXPERIENCE

T&B Planning is very familiar with the City of Jurupa Valley, its processes, and its staff. We most recently provided CEQA consulting services on behalf of the City for the Pilot Flying J Travel Center EIR and the Rubidoux Commercial Center EIR. We have also provided CEQA consulting services for the Vernola Marketplace MND and the Riverbend MND.

Relevant to the proposed project, from 2010-2019, specifically in the latter years of that time frame, we have provided or are currently providing CEQA consulting services for 55 industrial/warehousing projects collectively totaling 62.1 million SF of building space, many of which are located in the Inland Empire. T&B Planning is recognized as an expert by many lead agencies, professional groups, and attorneys that defend CEQA documents in the legal system, for providing CEQA consulting services and CEQA documents for projects similar to the proposed Rubidoux Commerce Park. To-date, no EIR prepared by T&B Planning has ever been successfully challenged.

We have been providing CEQA consulting services and preparing CEQA documents for development projects in the County of Riverside for decades and throughout our 28 years of providing CEQA compliance consulting services, approximately 75% of the projects we have worked on have been located in the Inland Empire. What this means is that we know the geography, environmental resources, environmental constraints and opportunities, and the political context of our “workplace,” and we have first-hand experience resolving and overcoming issues encountered by other projects in the region. This experience enables us to anticipate and foresee possible environmental compliance issues that projects such as the Rubidoux Commerce Park project, may encounter and to identify practical solutions.

T&B Planning’s primary service market covers the counties of Riverside, San Bernardino, Orange, Los Angeles, and San Diego. We currently serve as an on-call or directly-contracted CEQA consulting firm for active projects located in the Inland Empire cities of Fontana, Grand Terrace, Lake Elsinore, and Moreno Valley, and the County of San Bernardino. In addition, we currently serve as the private-applicant selected CEQA consultant for projects in the cities of Chino, Colton, Compton, Fontana, Fountain Valley, Fullerton, Irvine, Irwindale, Lake Elsinore, Menifee, Mission Viejo, Perris, Rancho Cucamonga, San Bernardino, San Diego, and unincorporated Riverside County. In addition, we are approved to provide CEQA consulting services in numerous other jurisdictions throughout southern California. We have provided CEQA and Planning services for the following cities in Riverside County and San Bernardino County: Banning, Beaumont, Calimesa, Cathedral City, Coachella, Corona, Desert Hot Springs, Eastvale, Hemet, Indian Wells, Indio, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Palm Springs, Perris, Riverside, San Jacinto, Temecula, Wildomar, Adelanto, Barstow, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Rialto, San Bernardino, Upland, Victorville, and Yucaipa.

Provided on the following pages are several examples of projects that demonstrate our local experience providing CEQA consulting services.
Moreno Valley Logistics Center EIR  
Lead Agency: City of Moreno Valley  
Completion Date: April 2018

T&B Planning continued its long-standing working relationship with the City of Moreno Valley and the project applicant, Prologis, by providing CEQA compliance services for the Moreno Valley Logistics Center project. T&B Planning prepared the EIR for the 1,700,000 square foot Class A logistics center to be comprised of four light industrial/warehouse buildings on an 89-acre site located in the Moreno Valley Industrial Area Plan (MVIAP). The MVIAP is an important industrial and economic center that covers approximately 1,500 acres in southern Moreno Valley. The project site is transected by the Perris Valley Storm Drain Channel and is located east of the March Air Reserve Base in the southern portion of Moreno Valley, Riverside County. Due to the site’s location within the March Air Reserve Base Influence Area, the project’s compatibility with the March Air Reserve Base Airport Land Use Compatibility Plan (ALUCP) was analyzed. The project will be constructed to meet LEED standards and to incorporate a densely planted ornamental landscape buffer along its eastern boundary to minimize potential edge effects to existing residential uses east of Indian Street. The Moreno Valley City Council unanimously approved the project’s Specific Plan Amendment, Tentative Parcel Map, and four Plot Plans and certified the project’s EIR in April 2018.

Knox Business Park Buildings D and E EIR  
Lead Agency: County of Riverside  
Completion Date: June 2018

T&B Planning served as the CEQA Consultant to the County of Riverside for the Knox Business Park Buildings D and E project, proposed by Trammell Crow Company. The 58.6-acre project site is located south of Oleander Avenue and west of Harvill Avenue in the Mead Valley community of unincorporated Riverside County. The project entailed the proposed construction of two business park warehouse buildings with a combined maximum floor space of over 1.1 million square feet. Because the two proposed buildings were adjacent and proposed by the same applicant, CEQA required that they be evaluated as a single project. Governmental approvals requested from the County of Riverside to implement the project included General Plan Amendments, Changes of Zone, and Plot Plans for each building. Riverside County Airport Land Use Commission approval also was required. T&B Planning prepared the CEQA Initial Study, Draft EIR, Final EIR, MMRP, Findings and Statement of Overriding Considerations, and associated CEQA notices, and also coordinated and evaluated the environmental technical studies for each building site to make sure the studies addressed all required issues in a manner consistent with CEQA requirements. The CEQA compliance process was met with a high level of scrutiny from the local community due to the project’s adjacency to a rural residential area. T&B Planning worked very closely with the County, County Counsel, and the applicant’s attorney to thoroughly and objectively respond to written and verbal comments received at the EIR Scoping Meeting and the Project’s Planning Commission and Board of Supervisors hearings for placement into the administrative record. The Building D and Building E projects were approved and the Final EIR was certified by the Riverside County Board of Supervisors in June 2018.
Rubidoux Commerce Park CEQA Consulting Proposal

Exhibit II: Local Experience

Pilot Flying J Travel Center EIR
Lead Agency: City of Jurupa Valley
Client: City of Jurupa Valley
Completion Date: December 2018

T&B Planning worked under contract to the City of Jurupa Valley to prepare an EIR for the proposed development of a Pilot Flying J Travel Center adjacent to State Route 60 (SR-60) and within 1.5 miles of Interstate 15 (I-15). The project consisted of the proposed development of a 11.95-acre property to include a fueling station, convenience store, fast-food restaurant, and other supporting uses. Key issues considered in the environmental evaluation involved the project’s proposed 24-hour per day operation and the travel route that vehicle operators would use to drive between the site and SR-60. Although the property is completely surrounded by other commercial and industrial uses, a residential neighborhood is located north of SR-60 that was the focus of environmental justice concerns. The City of Jurupa Valley certified the EIR and approved the project’s proposed Site Development Permit, Tentative Parcel Map, as well as a Zoning Variance to accommodate the installation of a high-rise pylon sign in late 2018.

Rubidoux Commercial Development EIR
Lead Agency: City of Jurupa Valley
Client: City of Jurupa Valley
Completion Date: November 2018

T&B Planning prepared an EIR for the City of Jurupa Valley that involved the analysis of a project that proposed the construction and operation of an industrial park comprised of nine buildings totaling 306,894 square feet and ranging in size from 23,000 square feet to 48,000 square feet. Each building was designed to contain office space, warehouse space, manufacturing space, and truck loading docks. The approximately 26.4-acre project site is located on the east and west sides of Caterpillar Court and is bounded by 20th Street on the immediate south and undisturbed hillside to the immediate north. The City of Jurupa Valley certified the EIR in late 2018.

Alliance California Gateway South Building 4 EIR
Lead Agency: City of San Bernardino
Completion Date: December 2017

T&B Planning provided environmental compliance consulting services for four logistics buildings in the Alliance California Master Plan Area of the City of San Bernardino, San Bernardino County. One of the buildings was constructed on former lumber mill property that now contains a 1,000,000 square foot warehouse occupied by Amazon. Two of the buildings are under construction and one is pending construction. For the most recent project in the Alliance California Master Plan Area, T&B Planning prepared an EIR for a high-cube logistics warehouse project located on 62 acres in the City of San Bernardino, located close to the I-10, I-215, I-210 Freeways and near the Burlington Northern Santa Fe (BSNF) rail facility and the Yellow Freight hubs. The project applicant proposed to redevelop land occupied by the economically challenged San Bernardino Public Golf Club
Rubidoux Commerce Park CEQA Consulting Proposal

Exhibit II: Local Experience

with one high-cube logistics warehouse building having 1,063,852 square feet of interior floor space, 188 truck loading dock doors, and 1,171 auto and truck parking stalls and associated improvements. As part of the project, Riverside Public Utilities (RPU) inactive water well sites would be abandoned and other RPU assets would either be realigned or protected in place. T&B Planning prepared the EIR, managed the quality control review of all of the required technical studies and prepared the MMRP, Findings, Statement of Overriding Considerations, and the CEQA required notices. The client was especially grateful for T&B Planning’s ability to complete the EIR in an expeditious manner, spanning only 10 months from NOP issuance to EIR certification. The project was unanimously approved by the City of San Bernardino City Council in December 2017. According to Hillwood, the 1,000,000 square foot facility will be available for occupancy in the first quarter of 2019.

Brodiaea Commerce Center EIR
Lead Agency: City of Moreno Valley
Completion Date: September 2018

T&B Planning prepared an EIR for the Brodiaea Commerce Center project proposed at the northwest corner of the Brodiaea Avenue and Heacock Street intersection in the City of Moreno Valley, Riverside County. The project included a Plot Plan and Change of Zone to change the site’s zoning designation from Business Park and Business Park – Mixed Use to Light Industrial. The project entails the development of an approximately 12.0-acre property with a high-cube warehouse building consisting of 248,807 square feet of warehouse space, 8,000 square feet of office space, and 5,000 square feet of mezzanine. The EIR also analyzed the project’s proposed improvements to the storm drain channel that abuts the subject property and the construction of a multi-use trail segment along Heacock Street. T&B Planning prepared the project’s EIR, peer-reviewed the project’s technical reports, and coordinated with City staff to streamline the project’s review process. The project was unanimously approved by the Moreno Valley City Council in September 2018 and construction is anticipated to begin in 2019.

Watson Industrial Park EIR
Lead Agency: City of Chino
Completion Date: January 2016

T&B Planning prepared an EIR for a General Plan Amendment, Specific Plan Amendment, and Master Site Plan application for a 189.1-acre industrial warehouse development project located in the City of Chino, San Bernardino County. Primary issues addressed by the EIR included agricultural land conversion, hydrology, traffic, and air quality. The project was approved in January 2016 and is currently under construction to redevelop former dairy lands with economically-competitive logistics warehouse buildings having approximately 3,700,000 square feet of floor space. The project comprises eight of the eleven buildings in the Watson Industrial Park Chino, a master-planned business park. Some of the current building users include Topson Downs, Caleres, and Synnex Corporation.
EXHIBIT III: EXPERIENCE AND TIME COMMITMENT OF KEY PERSONNEL

For the Rubidoux Commerce Park project, either Tracy Zinn or Tina Andersen will serve as Principal-in-Charge. Both Principals have available capacity for the project and have extensive experience with industrial warehouse project types, and we are agreeable to assignment based on City preference. Senior Project Manager David Ornelas will serve as day-to-day project manager. The Principal and Project Manager will be supported by our environmental analysts, technical writers, and GIS/graphics specialists. The division of workload for this project will be divided among T&B Planning staff as follows: Principal-in-Charge (15%), Senior Project Manager (40%), Environmental Analysts (40%), GIS/graphics specialists (5%).

TRACY ZINN, AICP, PRINCIPAL

Tracy Zinn is T&B Planning’s President and CEO and has 26 years of CEQA compliance and land entitlement experience, with all of those years at T&B Planning. Tracy has a clear understanding of the practical realities associated with CEQA compliance and is known and respected for her insight, knowledge, responsiveness, and dedication to preparing legally-defensible CEQA documents. She oversees T&B Planning’s client services and represents CEQA documents at public hearings, public meetings, neighborhood meetings, and workshops. She is respected for preparing environmental compliance documents that are easily understood and technically and legally adequate.

Tracy has managed, prepared, and quality-control reviewed hundreds of CEQA documents for a wide range of project types, including logistics warehousing, industrial, manufacturing, parcel-delivery, commercial, mixed-use, residential, resource extraction, and infrastructure-related land uses, for both public and private sector clients. Between 2010-2018, Tracy personally managed the preparation of CEQA compliance documents for residential projects, mixed-use projects, and over 41 million square feet of industrial, warehouse, and business park building space. Tracy holds a B.S. degree in Urban and Regional Planning from Indiana University of Pennsylvania, is certified by the American Institute of Certified Planners (AICP), and is a member of the California Association of Environmental Professionals (AEP) and the Commercial Real Estate Development Association (NAIOP).

TINA ANDERSEN, PRINCIPAL

Tina Andersen joined T&B Planning in 2019 (from Psomas and formerly BonTerra Consulting) and brings 30 years of experience in the preparation and management of environmental compliance documents pursuant to CEQA. She manages the CEQA compliance process for various public and private sector clients throughout Southern California and has an understanding of the technical issues critical to the completion of legally adequate documents. Through her decades of experience, Tina has established long-term relationships with public agencies, including various local jurisdictions and educational institutions, and land development clients that rely on her CEQA expertise. Tina provides strategic consulting and is recognized for preparing high quality environmental documents that are technically and legally adequate in a time-efficient manner. Her experience includes, but is not is not limited to, project- and program-level environmental compliance documents for urban infill and transit-oriented developments; master planned residential communities; mixed-used developments; higher education projects; industrial projects; recreational facilities; and specific plans, master plans and long-range development plans. Tina holds a B. A. degree in Social Ecology from the University of California, Irvine and
T&B Planning’s team of in-house environmental analysts are highly skilled in CEQA compliance for industrial warehouse projects. Our analysts all have Bachelor or Masters degrees in Environmental Science, Environmental Studies, or related fields and have received training on the CEQA Statute and Guidelines.
EXHIBIT IV: ABILITY TO MEET PROJECT SCHEDULE

T&B Planning understands the City’s expectation to complete the EIR in an expeditious and efficient manner and in a timeframe of between 6 to 8 months after the total receipt of the technical studies and plans by the applicant. Due to the location of the project site outside of the Mira Loma Warehouse Distribution Center Overlay, need for a full scope EIR, and number of review cycles requested by the City in the RFP, we estimate that the schedule will be at least 16 months in length. This timeframe accounts for all City review cycles and CEQA required review periods.

T&B Planning shall provide the services set forth in the RFP dated June 14, 2019 for the Rubidoux Commerce Park project, pursuant to the following schedule.

**Months 1-2**
- Task 1: Project Initiation
- Task 2: Notice of Preparation and Scoping Meeting
- Task 3: Review Technical Reports (1st and 2nd rounds)
- Task 4: Begin Preparation of the Screencheck Administrative Draft EIR
- Task 14: Management and Coordination (ongoing)

**Months 3-4**
- Task 3: Complete Review of Technical Reports (3rd round)
- Task 4: Continue Preparation of the Screencheck Administrative Draft EIR (includes 1st round City review/comment and associated revisions)
- Task 14: Management and Coordination (ongoing)

**Months 5-7**
- Task 4: Complete Preparation of the Screencheck Administrative Draft EIR (includes 2nd and 3rd rounds City review/comment and associated revisions)
- Task 5: Administrative Draft EIR (includes 1st round City Attorney review/comment and associated revisions)
- Task 14: Management and Coordination (ongoing)

**Months 8-10**
- Task 5: Complete Administrative Draft EIR (includes 2nd round City Attorney review/comment and associated revisions)
- Task 6: Prepare Public Review Draft EIR
- Task 7: Circulation of the EIR and Public Notification
  **DEIR Public Review**
- Task 14: Management and Coordination (ongoing)

**Months 11-12**
- Task 8: Prepare Responses to Comment and Screencheck Administrative Final EIR (includes 1st and 2nd rounds City review/comment and associated revisions)


**Rubidoux Commerce Park CEQA Consulting Proposal**

**Exhibit IV: Ability to Meet Project Schedule**

**Months 13-14**

Task 9: Prepare Administrative Final EIR (includes City Attorney review/comment and associated revisions)
Task 10: Prepare Final EIR
Task 11 - Task 12: Prepare Findings and Statement of Overriding Considerations
Task 14: Management and Coordination (ongoing)

**Months 15-16+**

Task 15: Attend Public Meetings / Hearings on the Project
Task 13: Prepare Notice of Determination
Task 14: Management and Coordination (ongoing)
Task 16: Project Close-Out
T&B Planning will provide the *Scope of Services* set forth in the City’s RFP dated June 14, 2019 for the provision of environmental consulting services necessary to complete the preparation of a Project Level EIR for the proposed Rubidoux Commerce Park project pursuant to the following **not-to-exceed** budget. Pursuant to the City’s RFP, the budget includes a 13% contingency.

<table>
<thead>
<tr>
<th>Task</th>
<th>Task Description</th>
<th>Budget Amount</th>
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<tr>
<td>Task 1</td>
<td>Project Initiation</td>
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<td>Task 2</td>
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<td>Circulation of the EIR and Public Notification</td>
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<td>Task 8</td>
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<td>Prepare Administrative Draft Findings and SOC</td>
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<td>Attend Public Meetings/Hearings on the Project.</td>
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<td>Project Close-Out</td>
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<td><strong>Reimbursable Expense Allowance (printing, deliveries, etc.):</strong></td>
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<td><strong>$6,883.40</strong></td>
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<td><strong>Total Project Budget (Including Reimbursables):</strong></td>
<td></td>
<td><strong>$303,293.70</strong></td>
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T&B Planning, Inc. Hourly Rates and Billing Policy

If at any time during the completion of this project, we are requested to perform services beyond the Scope of Work or if T&B Planning, Inc. is authorized to provide services on a Time and Materials basis, we will invoice for such work in accordance with the hourly rates provided below. The rates identified below shall be in effect for the duration of the contract.

- Principal: $205.00 - $245.00/Hour
- Senior Associate: $170.00 - $205.00/Hour
- Senior Project Manager: $145.00 - $170.00/Hour
- Senior Planner/GIS Manager: $125.00 - $160.00/Hour
- Project Manager: $110.00 - $135.00/Hour
- Assistant Project Manager: $95.00 - $125.00/Hour
- Graphics/GIS Specialist: $85.00 - $115.00/Hour
- Project Planner/Environmental Analyst: $85.00 - $115.00/Hour
- Staff Planner/Graphics/GIS Technician: $70.00 - $85.00/Hour
- Administrative Assistant/Assistant Planner: $55.00 - $70.00/Hour

Reimbursable Expenses:

T&B Planning's hourly rates do not include out-of-pocket expenses (including, but not limited to, blueprinting, duplicating/copying, reproduction, GIS data acquisition fees, aerial photography, and delivery services). Provided below are the estimated costs of such expenses.

- CD-ROM: $10.00/each
- Black/White 8.5 x 11 Copy/Print: $0.10/page
- Black/White 11 x 17 Copy/Print: $0.20/page
- Color 8.5 x 11 Copy/Print: $1.00/page
- Color 11 x 17 Copy/Print: $1.50/page
- Color Bond Plot: $10.00/sq. ft.
- Binding Materials: $3.00
- Book Folding: $0.15/page
- Aerial Photographs: $200.00/each
- Mileage: Current IRS Rate
- Mailing: Current U.S. Postal Rate
- Same-Day Deliveries: Current Messenger Service Rate
STAFF REPORT

DATE: OCTOBER 17, 2019
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: ALAN KREIMEIER, INTERIM CITY MANAGER
BY: THOMAS G. MERRELL, AICP, PLANNING DIRECTOR

SUBJECT: AGENDA ITEM NO. 17.B

INTRODUCTION TO AGUA MANSA ROAD WAREHOUSE AND LOGISTICS PROJECT GENERAL PLAN AMENDMENT - APPROVAL OF AGREEMENT TO PREPARE ENVIRONMENTAL IMPACT REPORT FOR THE PROJECT OR DECLINE TO PROCEED WITH THE PROJECT AND RESCIND THE INITIATION OF THE GENERAL PLAN AMENDMENT (APPLICANT CARSON-VA INDUSTRIAL II, LP; LOCATED AT HALL AVENUE AND AGUA MANSA ROAD; CASE NUMBER: MA18008)

RECOMMENDATION

1. Receive an introduction to the project and identify concerns or request for additional information that staff will need to address.

2. If the City Council determines to proceed with the project, then the Council should, by motion, approve the attached Agreement for Consulting Services with T & B Planning, Inc. for the completion of an Environmental Impact Report (EIR) for the proposed “Agua Mansa Road Development” project in an amount not to exceed $235,371.15 to be funded entirely by an advance deposit made by Carson—VA Industrial II, LP, sufficient to cover completion of the EIR document and authorize the City Manager to sign the Agreement on the City Council’s behalf; OR

3. If the City Council determines not to proceed with the project, the Council should, by motion, decline to approve the Agreement and rescind the April 5, 2018 Council action to initiate the General Plan Amendment.

BACKGROUND

Carson - VA Industrial II, LP (applicant and landowner) is proposing a warehousing project at 12340 Agua Mansa Road (APNS: 175-210-059 & 175-210-034). See Exhibit A for location. Hall Avenue is located south of the property line and Agua Mansa Road is located on the east property line.
On April 5, 2018, the City Council initiated a General Plan Amendment for staff to analyze and review the applicant’s request to amend the General Plan to allow logistics use on the project site, which is located outside of the Mira Loma Warehouse and Distribution Center Overlay. The Mira Loma Warehouse and Distribution Center Overlay allows warehouse and distribution use only within the Overlay.

In May 2018, the applicant submitted the proposed “Agua Mansa Road Development” project for two buildings with a total square-footage of 335,002 on approximately 23 acres. The entitlements include a General Plan Amendment, Development Agreement, Site Development Permit, Variance, and a Lot Line Adjustment. Each building square-footage is listed below:

- Building 1 is 140,198 square-feet
- Building 2 is 194,804 square-feet

EXHIBIT A. PROJECT LOCATION

Staff has received and reviewed two proposals based on several important criteria, including the complexity of the proposed project and the proposer’s ability to maintain
work schedules. After staff’s review and with applicant’s concurrence, staff has selected T&B Planning, Inc. The contract value of $235,371.15 includes a 13% contingency.

FINANCIAL IMPACT

The proposed contract will have no effect on City costs or revenues. Full cost recovery will occur inasmuch the City will require the total amount of the contract to be deposited by the applicant prior to commencement of work.

ALTERNATIVES

1. Approve the attached Agreement for Consulting Services with T&B Planning, Inc. for the completion of an Environmental Impact Report (EIR) for the proposed “Agua Mansa Road Development” project in an amount not to exceed $235,371.15
2. Decline to approve the proposed Agreement for the EIR and give appropriate direction.
3. Defer action and request additional information.

Prepared by:

Thomas G. Merrel, AICP
Planning Director

Submitted by:

Alan Kreimeier
Interim City Manager

Reviewed by:

Connie Cardenas
Interim Director of Administrative Services

Reviewed by:

George A. Wentz
Deputy City Manager

Reviewed by:
Attachments:

1. City Agreement for Consulting Services with T & B Planning, Inc.
2. Exhibit A. Scope of Services (August 22, 2019)
AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND T&B PLANNING, INC. FOR PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE RUBIDOUX COMMERCE PARK PROJECT

THIS AGREEMENT is made and effective as of [month] [day], 2019, between the City of Jurupa Valley (“City”) and T&B Planning, Inc., a California corporation (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **Term**

   This Agreement shall commence on [month] [day], and shall remain and continue in effect until tasks described herein are completed in accordance with the Scope of Services, unless sooner terminated pursuant to the provisions of this Agreement.

2. **Services**

   Consultant shall prepare an Environmental Impact Report (the “services”) for the proposed Agua Mansa Road Development Project (MA 18008), as the services and related tasks are described and set forth on pages 2 through 3 of Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance that is set forth on pages 10 through 11 of Exhibit A.

3. **Performance**

   Consultant shall at all time faithfully, competently and to the best of its ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **Payment**

   A. City agrees to cause Consultant to be paid monthly, in accordance with the payment rates and terms and the schedule of payment as set forth on pages 12 through 13 of Exhibit A, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred Thirty-Five Thousand Three Hundred Seventy-One Dollars and Fifteen Cents ($235,371.15) for the total term of this Agreement, unless additional payment is approved as
provided in this Agreement.

B. City shall only reimburse Consultant for those expenses expressly set forth in Exhibit A. The amount set forth in Section 4.A. shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council.

D. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first (1st) and fifteenth (15th) business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) calendar days of receipt of each invoice as to all non-disputed fees. If City disputes any of consultant’s fees it shall give written notice to Consultant within thirty (30) calendar days of receipt of an invoice of any disputed fees set forth on the invoice.

5. **Suspension or Termination of Agreement without Cause**

A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten (10) calendar days’ prior written notice. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If 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, City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to City. Upon termination of this Agreement pursuant to this Section, Consultant will submit an invoice to City pursuant to Section 4.

6. **Default of Consultant**

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

B. If the City Manager or his delegate determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he or she shall serve Consultant with written notice of the default. Consultant shall have (10) calendar days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, 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.

7. **Ownership and Maintenance of Documents**

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of two (2) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without Consultant’s permission. With respect to computer files containing data generated for the work, Consultant shall make available to City, upon reasonable written request by the City Manager, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. **Indemnification.**
Consultant shall defend, hold harmless and indemnify City, its elected officials, officers, employees, designated volunteers and those City agents serving as independent contractors in the role City officials (collectively “Indemnitees”) with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys’ fees and costs of defense (collectively, “Claims” hereinafter), including, but not limited to, Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the negligence or willful misconduct of City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Claims with counsel of City’s choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Consultant’s duty to defend pursuant to this Section shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions or Indemnitees.

9. **Insurance Requirements.**

   A. Consultant shall procure and maintain for the duration of this Agreement 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 Consultant, its agents, representatives, or employees.

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

      a) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

      b) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

      c) Worker’s Compensation insurance as required by the State of California and Employer’s Liability Insurance. If Consultant has no employees while performing under this Agreement, worker’s compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.
d) Professional liability insurance shall be written on a policy form providing professional liability for Consultant’s profession.

2) Minimum Limits of Insurance. Consultant shall maintain limits no less than:

   a) 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.

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

   c) Worker’s Compensation as required by the State of California; Employer’s Liability: One million dollars ($1,000,000) per accident for bodily injury or disease.

   d) Professional liability insurance in the amount of one million dollars ($1,000,000) per claim and in the aggregate.

3) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed twenty-five thousand dollars ($25,000) unless otherwise approved in writing by the City Manager in his sole discretion.

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

   1) City, its elected officials, officers, employees, designated volunteers and those City agents serving as independent contractors in the role City officials (“Additional Insured”) shall be covered as insured’s as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

   2) For any claims related to this project, Consultant’s insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-
insured maintained by the Additional Insureds shall be excess of Consultant’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 Additional Insureds.

4) Consultant’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 the insurer shall endeavor to provide thirty (30) calendar days’ prior written notice, by certified mail, return receipt requested, to City prior to any action to suspend, void, cancel or otherwise reduce in coverage or in limits.

6) Within one (1) business day following receipt by Consultant of any notice correspondence or notice, written or oral, of an action or proposed action to suspend, void, cancel or otherwise reduce in coverage or in limits of the required insurance, Consultant shall notify City of such action or proposed action.

C. 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 City. Self insurance shall not be considered to comply with these insurance requirements.

D. Verification of Coverage. Consultant shall furnish 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 City. All endorsements are to be received and approved by City before work commences. As an alternative to City’s forms, Consultant’s insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

E. Modifications. City Manager may, with the consent of the City Attorney, waive the provisions of this paragraph or provided for other forms of insurance as may be necessary to enable City to receive adequate insurance protection as contemplated in this Section.
10. **Independent Contractor**

   **A.** Consultant is and shall at all times remain as to City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant’s officers, employees, or agents except as set forth in this Agreement. Consultant 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 City. Consultant 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 Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. **Legal Responsibilities**

   Consultant shall keep itself informed of all local, state, and federal ordinances, laws and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times observe and comply with all such ordinances, laws, and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

12. **Confidentiality; Release of Information**

   **A.** All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City’s prior written authorization.

   **B.** Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager, or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the services performed under this Agreement or relating to any project or property located within City. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or
subpoena.

13. **Assignment**

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without City’s prior written consent. City consents to the use of the sub-consultants described in Exhibit A to this Agreement provided the costs of such sub-consultants shall be borne by Consultant and shall not exceed the costs described in Paragraph 5 of this Agreement.

14. **General Provisions**

A. **Notices**

Any notices that 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, including, without limitation, 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. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City:  
City of Jurupa Valley  
8304 Limonite Suite M  
Jurupa Valley, CA 92509  
Attention: City Manager

To Consultant:  
T&B Planning, Inc.  
17542 East 17th Street, Suite 100  
Tustin, California 92780  
Attention: Tracy Zinn, President

B. **Licenses.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.
C. Governing Law; Venue

1) City and Consultant 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.

2) Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Jurupa Valley. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court’s judgment, shall be entitled to reasonable attorneys’ fees and litigation expenses for the relief granted.

D. Prohibited Interest. No City officer or employee who has participated in the development of this Agreement or its administration shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, Consultant, or Consultant’s sub-consultants, during his or her tenure or for one (1) year thereafter. Consultant hereby warrants and represents to City that no officer or employee of the City Council or City of Jurupa Valley has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of Consultant or Consultant’s sub-consultants on this project. Consultant further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

E. 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.

F. Time is of Essence. In carrying out the provisions of this Agreement, both parties acknowledge and agree that time is of the essence.

G. Authority to Execute This Agreement. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant 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

CONSULTANT

By: _________________________________________
Name: _______________________________________
Title: Board Chairmain, President or VP

By: _________________________________________
Name: _______________________________________
Title: Secretary, Asst. Secretary, CFO or Asst. Treasurer

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

SCOPE OF SERVICES
(Attached)
REVISED August 22, 2019

Annette Tam, Senior Planner
Ernest Perea, CEQA Administrator
City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509

Submitted electronically to: atam@jurupavalley.org and eperea@jurupavalley.org

RE: PROPOSAL TO PROVIDE CEQA CONSULTING SERVICES FOR THE AGUA MANSA ROAD DEVELOPMENT PROJECT (MA 18008)

Dear Ms. Tam and Mr. Perea:

T&B Planning, Inc. (dba T&B Planning) is pleased to present this proposal to provide CEQA Consulting services for the preparation of a Project Environmental Impact Report (EIR) that meets all of the requirements set forth in the California Environmental Quality Act (CEQA) Statute and Guidelines for the proposed Agua Mansa Road Development Project (MA 18008). T&B Planning will work under the supervision of the City to ensure that the EIR represents the independent judgment of the City.

We understand that the project entails the proposed construction and operation of two logistics warehouse buildings that would total approximately 335,002 square feet (SF) on approximately 23 acres located within the Agua Mansa Specific Plan.

T&B Planning has been in business since 1974 and has served many public and private sector clients over our 45-year history, including the City of Jurupa Valley. Pursuant to the City’s Request for Proposals (RFP), the enclosed proposal consists of the following exhibits, which concisely set forth our qualifications and professional methodology for completing services in a timely and efficient manner.

- UNDERSTANDING AND APPROACH - EXHIBIT I
- LOCAL EXPERIENCE - EXHIBIT II
- EXPERIENCE AND TIME COMMITMENT - EXHIBIT III
- ABILITY TO MEET PROJECT SCHEDULE - EXHIBIT IV
- BUDGET- EXHIBIT V

Thank you for the opportunity to submit this proposal. If you have questions or require any clarification pertaining to this proposal, please contact me at (714) 505-6360 ext. 350 or by e-mail at tzinn@tbplanning.com.

Sincerely,

T&B Planning, Inc.

Tracy Zinn, President

www.tbplanning.com
Understanding of the Project

Pursuant to the City’s RFP, the project applicant proposes the construction and operation of two logistics buildings that would total approximately 335,002 SF and include associated improvements on an approximately 23-acre property. The Project site is located at 12340 Agua Mansa Road and comprises APN 175-020-032, -034 and -059 within the Agua Mana Specific Plan in the City of Jurupa Valley.

Master Application (MA) 18008 requests the following land use entitlements:

1. General Plan Amendment (GPA): Amendment to the City of Jurupa Valley General Plan to allow warehouse distribution/logistics buildings on the Project site.
2. Site Development Permit (SDP): Detailed plans proposing the construction of two buildings totaling approximately 335,002 SF of warehouse and distribution uses on approximately 23 acres of land. Building A is 140,198 SF and proposed on 8.94 acres. Building B is 194,804 SF and proposed on 14.49 acres.
3. Variance: A Variance request to exceed the maximum building height of 35 feet allowed when the building is within 100 feet of a residential area within the Agua Mansa Specific Plan. The proposed building height is 45 feet.

Approach to the Project and Scope of Services

Based on our review of the City’s RFP and our recent, prior experience preparing CEQA compliance documents for the City of Jurupa Valley, we do not propose any modifications to the scope of services set forth in the RFP dated July 15, 2019. Budget for Tasks 9-11 assume a light to moderate amount of public comment on the Draft EIR; if a large number of substantive comments are received that require written responses or revisions to produce a Final EIR, a budget augment may be necessary. We recognize that the final extent of full EIR analysis sections (not scoped out as part of the Initial Study and NOP process) will be determined after close of the NOP review period and Scoping Meeting (meaning, the topics the City has initially scoped out as part of the draft Initial Study may or may not continue to be scoped out after the close of NOP public review; we have budgeted for one more EIR section than listed as required by the RFP). Also, our assistance with Native American SB 18 and AB 52 consultation is not listed in the RFP, and our staff is available to assist the City with that process, if requested. Assistance with Native American consultation is not currently budgeted in this proposal outside of the 40 hours requested by the RFP in Task 15. Therefore, the approach, schedule, and budget provided herein reflect the tasks identified in the RFP provided by the City of Jurupa Valley without modification.

T&B Planning’s approach will be to prepare a thorough and objective EIR that has a high level of legal defensibility and contains mitigation measures that the project applicant can feasibly implement and that the City of Jurupa Valley can enforce.

Our staff has a strong skill set in CEQA compliance for industrial/logistics warehousing projects, and also has familiarity with the City of Jurupa Valley through our preparation of CEQA compliance documents for other private applicant projects in the City. Our staff will review the Project’s technical reports to ensure that each report contains appropriate analysis methodology, covers all of the analytical subject matter required under CEQA, is responsive to agency and public concerns, and is in conformance with applicable CEQA requirements. Concurrently with technical report review, we will work with the City to prepare and release the NOP for public
review and conduct the Scoping Meeting. All agency and public comments made on the NOP will be carefully considered to ensure that the EIR covers every environmental topic of concern in a comprehensive manner. Our immediate next priority will be to initiate preparation of the Screencheck Administrative Draft EIR as expeditiously as possible. T&B Planning will prepare the EIR in accordance with the Checklist included as Appendix G of the CEQA Guidelines, and following the structural format preferred by the City, with applicable Plans, Policies, and Programs (PPPs) listed before Mitigation Measures (MMs). Due to T&B Planning’s extensive experience preparing EIRs for industrial logistics/warehousing projects, including those with a high degree of public scrutiny, our familiarity with the City of Jurupa Valley through our recent work on the Pilot Flying J Travel Center EIR and the Rubidoux Commercial Center EIR, and our internal diligent quality control review and refinement process for all CEQA documents before delivery, we anticipate that the focus of City staff and City Attorney review cycles will be to recommend refinements that will bolster responsiveness to City concerns and the sensitivities of its decision-making bodies and constituents.

We will incorporate the City-Prepared Initial Study into the EIR. Pursuant to the City’s RFP dated July 15, 2019, the Initial Study has “screened out” six issue areas. Our budget assumes the screening out of five issue areas to account for any issue that may need to be added as a result of the NOP public review process.

Quality Control and Project Management
For the proposed project, a T&B Planning Principal-in-Charge will provide direction on strategic decision-making, provide expertise on highly sensitive or potentially litigious issues, and provide final quality control review of each deliverable before release to the City. Tracy Zinn and Tina Andersen are T&B Planning’s Principals-in-Charge with widespread experience in industrial logistics/warehousing project types. Either Tracy or Tina, at the City’s preference, will lead T&B Planning’s efforts on this project. A T&B Planning Senior Project Manager, identified herein as David Ornelas, will serve as the day-to-day project manager and point-person for internal and external communications and project management. The Principal and Senior Project Manager will work with the City to guide the project through its environmental compliance process and prepare and spearhead the preparation of the EIR. David will lead internal document production and provide internal oversight of the EIR prior to final quality control review by the Principal-in-Charge.

Meeting Project Schedules and Budgets
We will be diligent in meeting the project schedule and completing services within budget. T&B Planning understands the importance of keeping CEQA projects on schedule and we will prioritize tasks in a manner that ensures the timely delivery of work products. Our internal philosophy is that the best defense against a scheduling delay is to be highly proactive and communicative from project initiation through project approval in order to quickly identify and overcome impediments that could otherwise materialize into a potential delay for the proposed project.
EXHIBIT II: LOCAL EXPERIENCE

T&B Planning is very familiar with the City of Jurupa Valley, its processes, and its staff. We most recently provided CEQA consulting services on behalf of the City for the Pilot Flying J Travel Center EIR and the Rubidoux Commercial Center EIR. We have also provided CEQA consulting services for the Vernola Marketplace MND and the Riverbend MND.

Relevant to the proposed project, from 2010-2019, specifically in the latter years of that time frame, we have provided or are currently providing CEQA consulting services for 55 industrial/logistics/warehousing projects collectively totaling 62.1 million SF of building space, many of which are located in the Inland Empire. T&B Planning is recognized as an expert by many lead agencies, professional groups, and attorneys that defend CEQA documents in the legal system, for providing CEQA consulting services and CEQA documents for projects similar to the proposed project. To-date, no EIR prepared by T&B Planning has ever been successfully challenged.

We have been providing CEQA consulting services and preparing CEQA documents for development projects in the County of Riverside for decades and throughout our 28 years of providing CEQA compliance consulting services, approximately 75% of the projects we have worked on have been located in the Inland Empire. What this means is that we know the geography, environmental resources, environmental constraints and opportunities, and the political context of our “workplace,” and we have first-hand experience resolving and overcoming issues encountered by other projects in the region. This experience enables us to anticipate and foresee possible environmental compliance issues that projects such as the proposed project, may encounter and to identify practical solutions.

T&B Planning’s primary service market covers the counties of Riverside, San Bernardino, Orange, Los Angeles, and San Diego. We currently serve as an on-call or directly-contracted CEQA consulting firm for active projects located in the Inland Empire cities of Fontana, Grand Terrace, Lake Elsinore, and Moreno Valley, and the County of San Bernardino. In addition, we currently serve as the private-applicant selected CEQA consultant for projects in the cities of Chino, Colton, Compton, Fontana, Fountain Valley, Fullerton, Irvine, Irwindale, Lake Elsinore, Menifee, Mission Viejo, Perris, Rancho Cucamonga, San Bernardino, San Diego, and unincorporated Riverside County. In addition, we are approved to provide CEQA consulting services in numerous other jurisdictions throughout southern California. We have provided CEQA and Planning services for the following cities in Riverside County and San Bernardino County: Banning, Beaumont, Calimesa, Cathedral City, Coachella, Corona, Desert Hot Springs, Eastvale, Hemet, Indian Wells, Indio, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Norco, Palm Springs, Perris, Riverside, San Jacinto, Temecula, Wildomar, Adelanto, Barstow, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Hesperia, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Rialto, San Bernardino, Upland, Victorville, and Yucaipa.

Provided on the following pages are several examples of projects that demonstrate our local experience providing CEQA consulting services.
Moreno Valley Logistics Center EIR  
Lead Agency: City of Moreno Valley  
Completion Date: April 2018

T&B Planning continued its long-standing working relationship with the City of Moreno Valley and the project applicant, Prologis, by providing CEQA compliance services for the Moreno Valley Logistics Center project. T&B Planning prepared the EIR for the 1,700,000 square foot Class A logistics center to be comprised of four light industrial/warehouse buildings on an 89-acre site located in the Moreno Valley Industrial Area Plan (MVIAP). The MVIAP is an important industrial and economic center that covers approximately 1,500 acres in southern Moreno Valley. The project site is transected by the Perris Valley Storm Drain Channel and is located east of the March Air Reserve Base in the southern portion of Moreno Valley, Riverside County. Due to the site’s location within the March Air Reserve Base Influence Area, the project’s compatibility with the March Air Reserve Base Airport Land Use Compatibility Plan (ALUCP) was analyzed. The project will be constructed to meet LEED standards and to incorporate a densely planted ornamental landscape buffer along its eastern boundary to minimize potential edge effects to existing residential uses east of Indian Street. The Moreno Valley City Council unanimously approved the project’s Specific Plan Amendment, Tentative Parcel Map, and four Plot Plans and certified the project’s EIR in April 2018.

Knox Business Park Buildings D and E EIR  
Lead Agency: County of Riverside  
Completion Date: June 2018

T&B Planning served as the CEQA Consultant to the County of Riverside for the Knox Business Park Buildings D and E project, proposed by Trammell Crow Company. The 58.6-acre project site is located south of Oleander Avenue and west of Harvill Avenue in the Mead Valley community of unincorporated Riverside County. The project entailed the proposed construction of two business park warehouse buildings with a combined maximum floor space of over 1.1 million square feet. Because the two proposed buildings were adjacent and proposed by the same applicant, CEQA required that they be evaluated as a single project. Governmental approvals requested from the County of Riverside to implement the project included General Plan Amendments, Changes of Zone, and Plot Plans for each building. Riverside County Airport Land Use Commission approval also was required. T&B Planning prepared the CEQA Initial Study, Draft EIR, Final EIR, MMRP, Findings and Statement of Overriding Considerations, and associated CEQA notices, and also coordinated and evaluated the environmental technical studies for each building site to make sure the studies addressed all required issues in a manner consistent with CEQA requirements. The CEQA compliance process was met with a high level of scrutiny from the local community due to the project’s adjacency to a rural residential area. T&B Planning worked very closely with the County, County Counsel, and the applicant’s attorney to thoroughly and objectively respond to written and verbal comments received at the EIR Scoping Meeting and the Project’s Planning Commission and Board of Supervisors hearings for placement into the administrative record. The Building D and Building E projects were approved and the Final EIR was certified by the Riverside County Board of Supervisors in June 2018.
Pilot Flying J Travel Center EIR
Lead Agency: City of Jurupa Valley
Client: City of Jurupa Valley
Completion Date: December 2018

T&B Planning worked under contract to the City of Jurupa Valley to prepare an EIR for the proposed development of a Pilot Flying J Travel Center adjacent to State Route 60 (SR-60) and within 1.5 miles of Interstate 15 (I-15). The project consisted of the proposed development of a 11.95-acre property to include a fueling station, convenience store, fast-food restaurant, and other supporting uses. Key issues considered in the environmental evaluation involved the project’s proposed 24-hour per day operation and the travel route that vehicle operators would use to drive between the site and SR-60. Although the property is completely surrounded by other commercial and industrial uses, a residential neighborhood is located north of SR-60 that was the focus of environmental justice concerns. The City of Jurupa Valley certified the EIR and approved the project’s proposed Site Development Permit, Tentative Parcel Map, as well as a Zoning Variance to accommodate the installation of a high-rise pylon sign in late 2018.

Rubidoux Commercial Development EIR
Lead Agency: City of Jurupa Valley
Client: City of Jurupa Valley
Completion Date: November 2018

T&B Planning prepared an EIR for the City of Jurupa Valley that involved the analysis of a project that proposed the construction and operation of an industrial park comprised of nine buildings totaling 306,894 square feet and ranging in size from 23,000 square feet to 48,000 square feet. Each building was designed to contain office space, warehouse space, manufacturing space, and truck loading docks. The approximately 26.4-acre project site is located on the east and west sides of Caterpillar Court and is bounded by 20th Street on the immediate south and undisturbed hillside to the immediate north. The City of Jurupa Valley certified the EIR in late 2018.

Alliance California Gateway South Building 4 EIR
Lead Agency: City of San Bernardino
Completion Date: December 2017

T&B Planning provided environmental compliance consulting services for four logistics buildings in the Alliance California Master Plan Area of the City of San Bernardino, San Bernardino County. One of the buildings was constructed on former lumber mill property that now contains a 1,000,000 square foot warehouse occupied by Amazon. Two of the buildings are under construction and one is pending construction. For the most recent project in the Alliance California Master Plan Area, T&B Planning prepared an EIR for a high-cube logistics warehouse project located on 62 acres in the City of San Bernardino, located close to the I-10, I-215, I-210 Freeways and near the Burlington Northern Santa Fe (BNSF) rail facility and the Yellow Freight hubs. The project applicant proposed to redevelop land occupied by the economically challenged San Bernardino Public Golf Club...
with one high-cube logistics warehouse building having 1,063,852 square feet of interior floor space, 188 truck loading dock doors, and 1,171 auto and truck parking stalls and associated improvements. As part of the project, Riverside Public Utilities (RPU) inactive water well sites would be abandoned and other RPU assets would either be realigned or protected in place. T&B Planning prepared the EIR, managed the quality control review of all of the required technical studies and prepared the MMRP, Findings, Statement of Overriding Considerations, and the CEQA required notices. The client was especially grateful for T&B Planning’s ability to complete the EIR in an expeditious manner, spanning only 10 months from NOP issuance to EIR certification. The project was unanimously approved by the City of San Bernardino City Council in December 2017. According to Hillwood, the 1,000,000 square foot facility will be available for occupancy in the first quarter of 2019.

**Brodiaea Commerce Center EIR**
**Lead Agency: City of Moreno Valley**
**Completion Date: September 2018**

T&B Planning prepared an EIR for the Brodiaea Commerce Center project proposed at the northwest corner of the Brodiaea Avenue and Heacock Street intersection in the City of Moreno Valley, Riverside County. The project included a Plot Plan and Change of Zone to change the site’s zoning designation from Business Park and Business Park – Mixed Use to Light Industrial. The project entails the development of an approximately 12.0-acre property with a high-cube warehouse building consisting of 248,807 square feet of warehouse space, 8,000 square feet of office space, and 5,000 square feet of mezzanine. The EIR also analyzed the project’s proposed improvements to the storm drain channel that abuts the subject property and the construction of a multi-use trail segment along Heacock Street. T&B Planning prepared the project’s EIR, peer-reviewed the project’s technical reports, and coordinated with City staff to streamline the project’s review process. The project was unanimously approved by the Moreno Valley City Council in September 2018 and construction is anticipated to begin in 2019.

**Watson Industrial Park EIR**
**Lead Agency: City of Chino**
**Completion Date: January 2016**

T&B Planning prepared an EIR for a General Plan Amendment, Specific Plan Amendment, and Master Site Plan application for a 189.1-acre industrial warehouse development project located in the City of Chino, San Bernardino County. Primary issues addressed by the EIR included agricultural land conversion, hydrology, traffic, and air quality. The project was approved in January 2016 and is currently under construction to redevelop former dairy lands with economically-competitive logistics warehouse buildings having approximately 3,700,000 square feet of floor space. The project comprises eight of the eleven buildings in the Watson Industrial Park Chino, a master-planned business park. Some of the current building users include Topson Downs, Caleres, and Synnex Corporation.
EXHIBIT III: EXPERIENCE AND TIME COMMITMENT OF KEY PERSONNEL

For the proposed project, either Tracy Zinn or Tina Andersen will serve as Principal-in-Charge. Both Principals have available capacity for the project and have extensive experience with industrial/logistics warehouse project types, and we are agreeable to assignment based on City preference. Senior Project Manager David Ornelas will serve as day-to-day project manager. The Principal and Project Manager will be supported by our environmental analysts, technical writers, and GIS/graphics specialists. The division of workload for this project will be divided among T&B Planning staff as follows: Principal-in-Charge (15%), Senior Project Manager (40%), Environmental Analysts (40%), GIS/graphics specialists (5%).

TRACY ZINN, AICP, PRINCIPAL

Tracy Zinn is T&B Planning’s President and CEO and has 26 years of CEQA compliance and land entitlement experience, with all of those years at T&B Planning. Tracy has a clear understanding of the practical realities associated with CEQA compliance and is known and respected for her insight, knowledge, responsiveness, and dedication to preparing legally-defensible CEQA documents. She oversees T&B Planning’s client services and represents CEQA documents at public hearings, public meetings, neighborhood meetings, and workshops. She is respected for preparing environmental compliance documents that are easily understood and technically and legally adequate.

Tracy has managed, prepared, and quality-control reviewed hundreds of CEQA documents for a wide range of project types, including logistics warehousing, industrial, manufacturing, parcel-delivery, commercial, mixed-use, residential, resource extraction, and infrastructure-related land uses, for both public and private sector clients. Between 2010-2018, Tracy personally managed the preparation of CEQA compliance documents for residential projects, mixed-use projects, and over 41 million square feet of industrial, warehouse, and business park building space. Tracy holds a B.S. degree in Urban and Regional Planning from Indiana University of Pennsylvania, is certified by the American Institute of Certified Planners (AICP), and is a member of the California Association of Environmental Professionals (AEP) and the Commercial Real Estate Development Association (NAIOP).

TINA ANDERSEN, PRINCIPAL

Tina Andersen joined T&B Planning in 2019 (from Psomas and formerly BonTerra Consulting) and brings 30 years of experience in the preparation and management of environmental compliance documents pursuant to CEQA. She manages the CEQA compliance process for various public and private sector clients throughout Southern California and has an understanding of the technical issues critical to the completion of legally adequate documents. Through her decades of experience, Tina has established long-term relationships with public agencies, including various local jurisdictions and educational institutions, and land development clients that rely on her CEQA expertise. Tina provides strategic consulting and is recognized for preparing high quality environmental documents that are technically and legally adequate in a time-efficient manner. Her experience includes, but is not is not limited to, project- and program-level environmental compliance documents for urban infill and transit-oriented developments; master planned residential communities; mixed-used developments; higher education projects; industrial projects; recreational facilities; and specific plans, master plans and long-range development plans. Tina holds a B. A. degree in Social Ecology from the University of California, Irvine and
is a member of the California Association of Environmental Professionals (AEP) and a member of the Urban Land Institute (ULI) Women’s Leadership Initiative.

**DAVID ORNELAS, SENIOR PROJECT MANAGER**

David Ornelas joined T&B Planning in 2006 and is a dependable, knowledgeable project manager. He is responsible for day-to-day project management including, preparing and managing environmental impact analysis documents, and providing project coordination between public agencies, private clients, and project technical experts, including biologists, archaeologists, civil engineers, architects, landscape architects, and others. David prepares and manages environmental compliance documents for residential, commercial, and industrial projects for both public and private clients. He is also skilled at preparing and coordinating all types of public notices and procedural compliance documentation. David directs project teams during the preparation of environmental compliance documents by providing direction and guidance to technical experts and lead agency staff. He also manages project schedules and coordinates the submittals of documents. David is respected for his ability to manage the day-to-day activities of large project teams while staying focused on a project’s overall goals. He is experienced in processing entitlement applications and has a strong understanding of the complex local, state, and federal requirements for a wide variety of project types and is admired for his ability to integrate this information into planning documents. David has a B.A. degree in Urban Studies and Planning with a minor in Economics from the University of California, San Diego.

**ENVIRONMENTAL ANALYSTS**

T&B Planning’s team of in-house environmental analysts are highly skilled in CEQA compliance for industrial/logistics warehouse projects. Our analysts all have Bachelor or Masters degrees in Environmental Science, Environmental Studies, or related fields and have received training on the CEQA Statute and Guidelines.
EXHIBIT IV ABILITY TO MEET PROJECT SCHEDULE

T&B Planning understands the City’s expectation to complete the EIR in an expeditious and efficient manner and in a timeframe of between 6 to 8 months after the total receipt of the technical studies and plans by the applicant. Due to a number of review cycles requested by the City in the RFP, we estimate that the schedule will be at least 14 months in length. This timeframe accounts for all City review cycles and CEQA required review periods.

T&B Planning shall provide the services set forth in the RFP dated July 15, 2019 for the Agua Mansa Road Development Project (MA 18008), pursuant to the following schedule.

MONTHS 1-2
Task 1: Project Initiation
Task 2: Notice of Preparation and Scoping Meeting
Task 3: Incorporate City-Prepared Initial Study into EIR
Task 4: Review Technical Reports (1st and 2nd rounds)
Task 5: Begin Preparation of the Screencheck Administrative Draft EIR
Task 15: Management and Coordination (ongoing)

MONTHS 3-4
Task 4: Complete Review of Technical Reports (3rd round)
Task 5: Continue Preparation of the Screencheck Administrative Draft EIR (includes 1st round City review/comment and associated revisions).
Task 15: Management and Coordination (ongoing)

MONTHS 5-6
Task 5: Complete Preparation of the Screencheck Administrative Draft EIR (includes 2nd and 3rd rounds City review/comment and associated revisions)
Task 6: Administrative Draft EIR (includes 1st round City Attorney review/comment and associated revisions).
Task 15: Management and Coordination (ongoing)

MONTHS 7-9
Task 6: Complete Administrative Draft EIR (includes 2nd round City Attorney review/comment and associated revisions).
Task 7: Prepare Public Review Draft EIR
Task 8: Circulation of the EIR and Public Notification
DEIR Public Review
Task 15: Management and Coordination (ongoing)

MONTH 10
Task 9: Prepare Responses to Comment and Screencheck Administrative Final EIR (includes 1st and 2nd rounds City review/comment and associated revisions)
Months 11-12

Task 10: Prepare Administrative Final EIR (includes City Attorney review/comment and associated revisions)
Task 11: Prepare Final EIR
Task 12 - Task 13: Prepare Findings and Statement of Overriding Considerations
Task 15: Management and Coordination (ongoing)

Months 13-14

Task 16: Attend Public Meetings / Hearings on the Project
Task 14: Prepare Notice of Determination
Task 15: Management and Coordination (ongoing)
Task 17: Project Close-Out
T&B Planning will provide the *Scope of Services* set forth in the City’s RFP dated July 15, 2019 for the provision of environmental consulting services necessary to complete the preparation of a Project Level EIR for the proposed Agua Mansa Road Development Project (MA 18008) project pursuant to the following **not-to-exceed** budget. Pursuant to the City’s RFP, the budget includes a 13% contingency.

### EXHIBIT V BUDGET

<table>
<thead>
<tr>
<th>Budget</th>
<th>Aqua Mansa Road Development Project (MA 18008) EIR</th>
<th>Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task</strong></td>
<td><strong>Task Description</strong></td>
<td><strong>$</strong></td>
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<tr>
<td>Task 1</td>
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<td>Task 2</td>
<td>Notice of Preparation and Scoping Meeting</td>
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<td>Review Technical Reports</td>
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<td>Tasks 3 &amp; 5</td>
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<td>Task 11</td>
<td>Prepare Final EIR</td>
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<td>Task 12</td>
<td>Prepare Administrative Draft Findings and SOC</td>
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<td>Task 13</td>
<td>Prepare Final Findings and SOC</td>
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<td>Notice of Determination</td>
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<td>Management and Coordination</td>
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<td>Task 16</td>
<td>Attend Public Meetings/Hearings</td>
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<td>Task 17</td>
<td>Project Close-Out</td>
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<td>Cont.</td>
<td><strong>Contingency Fee 13%</strong></td>
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<td><strong>Total Project Budget:</strong></td>
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<td><strong>Reimbursable Expense Allowance (printing, deliveries, etc.):</strong></td>
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<tr>
<td><strong>Total Project Budget (Including Reimbursables):</strong></td>
<td><strong>$235,371.15</strong></td>
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</table>
**T&B Planning, Inc. Hourly Rates and Billing Policy**

If at any time during the completion of this project, we are requested to perform services beyond the Scope of Work or if T&B Planning, Inc. is authorized to provide services on a Time and Materials basis, we will invoice for such work in accordance with the hourly rates provided below. The rates identified below shall be in effect for the duration of the contract.

- Principal ............................................................................. $205.00 - $245.00/Hour
- Senior Associate ................................................................. $170.00 - $205.00/Hour
- Senior Project Manager .................................................... $145.00 - $170.00/Hour
- Senior Planner/GIS Manager ............................................. $125.00 - $160.00/Hour
- Project Manager ................................................................ $110.00 - $135.00/Hour
- Assistant Project Manager .................................................. $95.00 - $125.00/Hour
- Graphics/GIS Specialist ....................................................... $85.00 - $115.00/Hour
- Project Planner/Environmental Analyst ............................ $85.00 - $115.00/Hour
- Staff Planner/Graphics/GIS Technician ............................... $70.00 - $85.00/Hour
- Administrative Assistant/Assistant Planner ......................... $55.00 - $70.00/Hour

**Reimbursable Expenses:**

T&B Planning's hourly rates do not include out-of-pocket expenses (including, but not limited to, blueprinting, duplicating/copying, reproduction, GIS data acquisition fees, aerial photography, and delivery services). Provided below are the estimated costs of such expenses.

- CD-ROM ................................................................................. $10.00/each
- Black/White 8.5 x 11 Copy/Print ......................................... $0.10/page
- Black/White 11 x 17 Copy/Print ......................................... $0.20/page
- Color 8.5 x 11 Copy/Print ..................................................... $1.00/page
- Color 11 x 17 Copy/Print ...................................................... $1.50/page
- Color Bond Plot .................................................................. 10.00/sq. ft.
- Binding Materials ................................................................. $3.00
- Book Folding ....................................................................... $0.15/page
- Aerial Photographs .............................................................. $200.00/each
- Mileage ........................................................................ Current IRS Rate
- Mailing ........................................................................ Current U.S. Postal Rate
- Same-Day Deliveries....................................................... Current Messenger Service Rate