



City of Jurupa Valley

Staff Report

DATE: FEBRUARY 5, 2026
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROD BUTLER, CITY MANAGER
BY: PAUL TOOR, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
SUBJECT: AGENDA ITEM NO. E

APPROVAL OF THE LANDSCAPE MAINTENANCE AGREEMENT (LMA-017) BETWEEN ACTION PLUMBING SUPPLY, LLC. AND THE CITY OF JURUPA VALLEY FOR MAINTENANCE OF CITY PARKWAYS ALONG RIVERVIEW DRIVE

RECOMMENDATION

That the City Council approve the agreement between Action Plumbing Supply, LLC and the City of Jurupa Valley for maintenance of the parkway along Riverview Drive by Action Plumbing Supply located at 3762 Riverview Drive; and authorize the City Manager to execute the agreement in substantially the form and format attached, subject to approval as to form by the City Attorney.

BACKGROUND

Action Plumbing Supply, LLC. (“Property Owner”) is a 9,736 square foot free-standing commercial building located north of Mission Boulevard and east of Riverview Drive (APN: 179-070-007). On September 15, 2023, the Property Owner was granted a site development permit (SDP21040) under the master application MA21133. As part of the development's conditions of approval (COA 37.11), the Property Owner is required to annex into the City’s Landscaping and Lighting Maintenance District 89-1-C for the maintenance of the offsite landscaping improvements and streetlight along the property frontage.

On June 5, 2025, the City Council approved the annexation of Zone 2-I into LLMD 89-1-C, which allows the City to assess a special tax for the maintenance of one streetlight along the property frontage.

ANALYSIS

Given the limited size of the offsite landscape improvements, the Property Owner is requesting to enter into a Landscape Maintenance Agreement (“LMA”) with the City for the Property Owner to

maintain the landscape along the property frontage. This LMA would satisfy condition of approval 37.11. On a case-by-case basis, and at Property Owner's expense, the City has entered into a LMA for the maintenance of offsite landscaping. In the event the Property Owner fails to maintain the offsite areas per the City's landscaping standards, the City can place a lien on the property and pursue other legal means as defined in the agreement to recover its costs.

FINANCIAL IMPACT

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

ALTERNATIVES

The City Council may elect not to approve the recommendations and provide staff with alternate direction.

*****SIGNATURES ON FOLLOWING PAGE*****



Prepared by:



Steve Loriso
Deputy Director of Public Works/
Assistant City Engineer

Reviewed by:



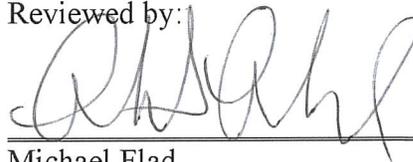
Paul Toor
Director of Public Works/ City Engineer

Reviewed by:



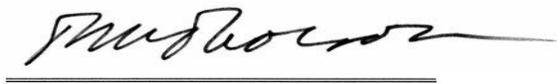
Susan Paragas
Director of Finance

Reviewed by:



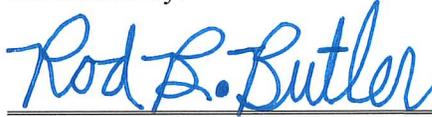
Michael Flad
Assistant City Manager

Approved as to form:



Peter M. Thorson
City Attorney

Submitted by:



Rod B. Butler
City Manager

ATTACHMENTS:

1. Agreement for Maintenance of City Parkways (LMA-017)
2. Conditions of Approval



ATTACHMENT 1

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley CA 92509

Attn: City Clerk

Space Above This Line for Recorder's Use
(Exempt from Recording Fees per Gov't Code § 6103)

AGREEMENT FOR MAINTENANCE OF CITY PARKWAYS FOR INDIVIDUAL COMMERCIAL/INDUSTRIAL PROPERTIES (LMA-017)

THIS AGREEMENT is made is made and effective as of 6-11-26, between the City of Jurupa Valley ("City") and Action Plumbing Supply, LLC ("Property Owner"), collectively the parties. in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

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

A. Property Owner is the Owner and developer of that property that is described and depicted on Exhibit A, and generally located at 3762 Riverview Drive, Jurupa Valley, California ("Property").

B. Certain parkways belonging to the City within its rights of way are located contiguous to or within the Property and are depicted on Exhibit B, Parkway ("Parkways").

C. Property Owner has received the land use entitlements for the Property ("Land Use Entitlements") subject to certain conditions of approval ("Conditions of Approval"):

- 1) Parcel/Tentative Map No. _____
- 2) Conditional Use Permit No. _____
- 3) Site Development Permit No. SDP21040



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D. The Conditions of Approval of the Land Use Entitlements requires the Property Owner to install and maintain landscape improvements for the Parkways. Property Owner desires to improve such Parkways as a method of enhancing the value of the property and as a means of complying with the conditions of approval that are part of the Land Use Entitlements.

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

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

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

B. Public Works Director shall approve the Landscape Plan in writing prior to commencement of any landscaping work in the Parkways.

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

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

E. Property Owner shall post and maintain performance and labor and material surety bonds in a form approved by the Public Works Director in the amount of the costs of construction and installation of the landscaping pursuant to the Landscape Plan as determined by the Public Works Director in his or her sole discretion.

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

G. Property Owner shall complete the Landscape Plan and construction and installation of the improvements pursuant to the Landscape Plan within the times required by the Conditions of Approval.

3. Duties of the Property Owner After Installation of Landscaping Improvements (Maintenance). The Public Works Director, or his or her designee, shall inspect to confirm the



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landscaping in the Parkways by the Property Owner are completed in a clean and attractive manner pursuant to this Agreement and the conditions of approval of the Land Use Entitlements.

A. Upon completion of the installation of the elements of the Landscape Plan, and to the satisfaction of the Public Works Director, or his or her designee, Property Owner shall provide for the on-going maintenance of the Parkways in a clean and attractive condition and replace any damaged or dead vegetation in compliance with the Landscape Plan.

B. The Property Owner shall be solely responsible for the costs and expenses involved in the on-going maintenance of the improvements associated with the Landscape Plan, with no cost or expense to the City. Property Owner shall obtain all required grading, building and other permits from City and other applicable public agencies for any maintenance activities.

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

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

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

5. **City Remedies in the Event Property Owner Fails to Maintain Parkways.**

A. In the event the Property Owner fails to fulfill any of its obligations pursuant to this Agreement the City may declare a default. City shall notify the Property Owner of a default pursuant to the provisions of Section 7.E of this Agreement.

B. Property Owner shall have thirty (30) days to cure the default in a manner to the satisfaction of the Director of Public Works. The Director of Public Works may, in his or her sole discretion, grant an extension of time to Property Owner, in writing, to correct the default.

C. In the event the default is not cured within the time specified in Section 5B. of this Agreement, the City may:

1) Seek to recover from Property Owner by any appropriate legal means any costs and expenses incurred by the City of restoring or repairing of the Landscaping to the approved Landscape Plans



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

7. **General.**

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

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

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

D. Subordination. Property Owner warrants and represents to City that all persons who have a deed of trust on or other lien on the Property have duly executed the "LENDER'S CONSENT AND SUBORDINATION TO AGREEMENT FOR MAINTENANCE OF CITY PARKWAYS FOR INDIVIDUAL COMMERCIAL/INDUSTRIAL PROPERTIES (LMA-017)" in a form of Exhibit C, and approved by the Director of Public Works and the City Attorney and that such executed documents are attached hereto in Exhibit C.

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



12-19-24

1) To City:

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, California 92509
Attention: Director of Public Works

2) To Property Owner:

a) Action Plumbing Supply, LLC

b) To the name and address as described on the latest equalized assessment roll for the County of Riverside for the Property.

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

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

H. Authority. The persons signing below warrant and represent that they have the requisite authority to bind the entities on whose behalf they are signing.

I. Integrated Agreement. Except for subdivision improvement agreements and Land Use Entitlements, this agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and there are no agreements, undertakings, restrictions, or warranties among the parties other than those set forth herein and herein provided for.

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

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

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



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M. Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Venue for any action arising directly or indirectly under this Agreement shall be in the Superior Court of Riverside County, California.

N. Exhibits. The following Exhibits are attached hereto and incorporated herein as though set forth in full:

- 1) Exhibit A, Description of Property;
- 2) Exhibit B, Description and Depiction of Parkways;
- 3) LENDER'S CONSENT AND SUBORDINATION TO AGREEMENT FOR MAINTENANCE OF CITY PARKWAYS FOR INDIVIDUAL COMMERCIAL/INDUSTRIAL PROPERTIES (LMA-017)



12-19-24

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF JURUPA VALLEY

Rod B. Butler
City Manager

ATTEST:

Maria Morris, CMC
City Clerk

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

12-19-24

OWNER



By: _____
Name: ROBERT SCOTT
Title: OWNER

By: N/A
Name: _____
Title: _____

[NOTE: If the Owner is a corporation, it must be represented by two individuals who shall execute this Agreement on behalf of the corporation as follows: (A) one from the corporation's "Operational Group" (Chair of the Board, President, or a Vice-President) and; (B) one from the corporation's "Financial Group" (Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or Assistant Treasurer). A resolution of the Board of Directors designating one individual to sign the agreement on behalf of the corporation will be accepted. See California Corporations Code section 313. If the Owner is a limited liability company, limited liability partnership, or partnership, then the managing member of the LLC or the managing partner of the LLP or partnership must sign the Agreement.]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Riverside)

On January 9, 2026 before me, Jody Tomas, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Robert Scott
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Jody Tomas
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Agreement for Maintenance of City Parkways for Individual Commercial/Industrial Properties
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

EXHIBIT A
DESCRIPTION OF PROPERTY

APN: 179-070-007

EXHIBIT B

DESCRIPTION AND DEPICTION OF PARKWAYS

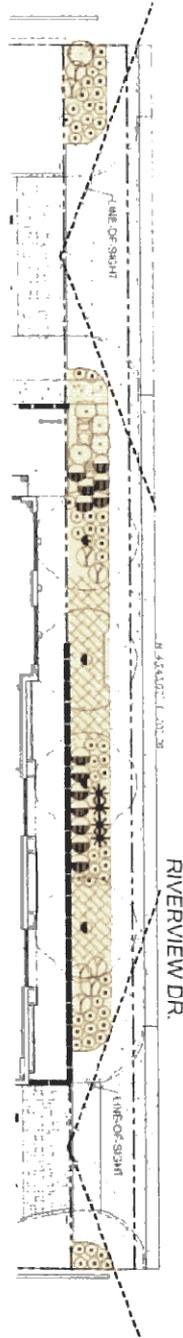


EXHIBIT C

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

1. _____ (“Lender”) holds a security interest in a portion of the Property described in the attached “**AGREEMENT FOR MAINTENANCE OF CITY PARKWAYS FOR INDIVIDUAL COMMERCIAL/INDUSTRIAL PROPERTIES**” (“Agreement”) set forth above between the City of Jurupa Valley (“City”) and _____ (“Owner”), dated as of _____, ____.

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

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

4. The City agrees to provide notice of any default to Lender pursuant to Section 10 of the Agreement at the following address:

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

IN WITNESS WHEREOF the Lender has executed this Consent and Subordination as of _____, ____.

[Name of Lender]:

Name:
Title:

Name:
Title:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
) ss.
County of)

On _____ before me, _____, Notary Public _____,
personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____ Document Date: September 11, 2024

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s)

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

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)
) ss.
County of)

On _____ before me, _____, Notary Public _____,
personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____ Document Date: September 11, 2024

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____



ATTACHMENT 2

ACTION PLUMBING SUPPLY (MA21133)
CONDITIONS OF APPROVAL (SDP21040)

REVISED: SEPTEMBER 15, 2023

EXHIBIT A

COMMUNITY DEVELOPMENT DEPARTMENT

1. **PROJECT PERMITTED.** MA21133 (SDP21040) is for the construct of a 9,736 square foot freestanding commercial building (Action Plumbing Supply) and site improvements on the northeast corner of Mission Boulevard and Riverview Drive (APN: 179-070-007). Signs are not a part of this approval.
2. **INDEMNIFY CITY.** The applicant, the property owner or other holder of the right to the development entitlement(s) or permit(s) approved by the City for the project, if different from the applicant (herein, collectively, the "Indemnitor"), shall indemnify, defend, and hold harmless the City of Jurupa Valley and its elected city council, its appointed boards, commissions, and committees, and its officials, employees, and agents (herein, collectively, the "Indemnitees") from and against any and all claims, liabilities, losses, fines, penalties, and expenses, including without limitation litigation expenses and attorney's fees, arising out of either (i) the City's approval of the project, including without limitation any judicial or administrative proceeding initiated or maintained by any person or entity challenging the validity or enforceability of any City permit or approval relating to the project, any condition of approval imposed by City on such permit or approval, and any finding or determination made and any other action taken by any of the Indemnitees in conjunction with such permit or approval, including without limitation any action taken pursuant to the California Environmental Quality Act ("CEQA"), or (ii) the acts, omissions, or operations of the Indemnitor and the directors, officers, members, partners, employees, agents, contractors, and subcontractors of each person or entity comprising the Indemnitor with respect to the ownership, planning, design, construction, and maintenance of the project and the property for which the project is being approved. The City shall notify the Indemnitor of any claim, lawsuit, or other judicial or administrative proceeding (herein, an "Action") within the scope of this indemnity obligation and request that the Indemnitor defend such Action with legal counsel reasonably satisfactory to the City. If the Indemnitor fails to so defend the Action, the City shall have the right but not the obligation to do so and, if it does, the Indemnitor shall promptly pay the City's full cost thereof. Notwithstanding the foregoing, the indemnity obligation under clause (i) of the first sentence of this condition shall not apply to the extent the claim arises out of the willful misconduct or the sole active negligence of the City.
3. **CONSENT TO CONDITIONS.** Within thirty (30) days after project approval, the owner or designee shall submit written consent to the required conditions of approval to the Community Development Director or designee.
4. **FEES.** The approval of MA21133 (SDP21040) shall not become effective until all Community Development fees have been paid in full.
5. **APPROVAL PERIOD.** This approval shall be used within two (2) years of the approval date; otherwise, it shall become null and void and of no effect whatsoever. By use is meant the beginning of substantial construction contemplated by this approval within two (2) year period which is thereafter diligently pursued to completion or to the actual occupancy of existing buildings or land under the terms of the authorized use. Prior to

the expiration of the two (2) year period, the permittee may request up to three (3) years of extension of time in which to begin substantial construction or use of this permit. Should the extension be obtained and no substantial construction or use of this permit be initiated within five (5) years of the approval date this permit, it shall become null and void.

6. **INCORPORATE CONDITIONS.** Prior to the issuance of the building permit for the commercial building, the owner or designee shall include within the first four pages of the working drawings a list of all conditions of approval imposed by the project's final approval.
7. **CONFORMANCE TO APPROVED EXHIBITS.** The project shall be in conformance to the approved plans, which includes the following:
 - a) Architectural Plans (4 sheets)
 - b) Landscape Plans (4 sheets)
8. **SIGN FOR IDLING.** Signs shall be installed to limit truck idling times.
 - a) Prior to the issuance of the building permit for the commercial building, The applicant shall show on all working drawings the location and details of the signs. The sign shall state. "The driver of a diesel-fueled motor vehicle with a gross vehicle weight rating (GVWR) greater than 10,000 pounds is prohibited from idling the vehicle's primary engine for more than five (5) minutes at any location and may not operate a diesel fueled auxiliary power system (APS) for more than 5 minutes at any location on the property. The minimum penalty for an idling violation is \$300.00. To report a violation, please contact 1-800-END-SMOG." The signs shall be shown on all working drawings.
 - b) Prior to the issuance of the Certificate of Occupancy, the signs shall be installed at the truck entrance of the property and one sign shall be installed at the loading bay.
 - c) All truck idling time (including off-road equipment used during construction or operation) with a gross vehicle weight rating (GVWR) 10,000 pounds or less shall be limited to a maximum of three (3) minutes within the site.
9. **STREET TREES.** All street trees shall be a minimum of 36" box trees.
10. **ON-SITE LANDSCAPING.** Prior to the issuance of the building permit for the commercial building, a "Professional Services" (PROS) application shall be approved by the Community Development Director. The PROS application shall include the following items:
 - Approval of the final (construction set) on-site landscape plans.
 - Landscape screening of trash enclosure.
 - Completed City Agreement for Landscape Improvements.
 - Posting of City Faithful Performance Bond for Landscape Improvements.

Prior to the issuance of the Certificate of Occupancy for the commercial

building, the following events shall be satisfied in the order they are listed:

- a) **Substantial Conformance Letter:** The Landscape Architect of Record shall conduct an inspection and submit a letter to the City of Jurupa Valley Community Development Department after the landscape architect has deemed the installation is in conformance to the approved plans.
- b) **City Inspection:** The City landscape architect shall conduct an inspection of the installation to confirm the landscape and irrigation plan was constructed in accordance to the approved plans. Applicant shall pay any fees associated with the City inspection(s).

11. LANDSCAPE MAINTENANCE. The property owner shall maintain all landscaped areas as approved on the final landscape plans in an orderly, attractive and healthy condition. This shall include proper pruning, mowing of turf areas, weeding, removal of litter, fertilization, replacement of plants when necessary, and the regular application of appropriate quantities of water to all landscaped areas. The property owner shall maintain all irrigation systems as approved on the final landscape plans in proper operating condition. Waterline breaks, head/emitter ruptures, overspray or runoff conditions and other irrigation system failures shall be repaired immediately. The applicant shall maintain canopy trees in a manner that they provide the required shade coverage and encourages the canopy to grow to provide shade. The applicant shall avoid topping trees or pruning the trees in a manner that the trees do not achieve mature height and form.

12. COMMUNITY DEVELOPMENT DEPARTMENT REVIEW OF GRADING PLANS. Prior to the issuance of the grading permit, the aesthetic impact of slopes and grade differences where the project adjoins streets or other properties shall be approved by the Community Development Director.

13. GRAFFITI PROTECTION FOR WALLS. Plans that include anti-graffiti coating or protection for the exterior side of all perimeter walls and exterior of building walls to half the height of the structure, to a maximum of 12 feet, shall be approved by the Community Development Director prior to the issuance of the building permit for the commercial building. Graffiti shall be removed from the property within 24 hours.

14. ELECTRIC VEHICLE (EV) CHARGING STATIONS. Two (2) EV charging stations shall be installed prior to the issuance of the Certificate of Occupancy for the commercial building.

15. DRIVEWAY ENHANCEMENTS. The driveway shall have design enhancements such as decorative paving. Said enhancements shall be approved by the Community Development Director prior to the issuance of the building permit for the commercial building.

16. TRASH COLLECTION.

- a) A Construction Waste Management Plan shall be approved by the waste collection agency prior to the issuance of a grading permit.
- b) Detailed plans for trash enclosure(s) shall be approved by the Community Development Director prior to the issuance of the building permit for the

commercial building. Walls of the enclosure and any solid gates shall have graffiti protection coating.

- c) An approval or clearance letter from the waste collection agency shall be submitted to the Community Development Director **prior to the issuance of the building permit for the commercial building.**

17. OUTDOOR LIGHTING. All outdoor lighting fixtures shall be maintained in good condition. Light fixtures shall be downward facing, shielded to prevent any light from flooding onto adjacent properties, and reflecting into the sky.

- a) A photometric plan and exhibits of lighting fixtures shall be approved by the Community Development Director **prior to the issuance of the building permit for the commercial building.**
- b) Light fixtures shall be incorporated to illuminate the area between the east property line and the east elevation of the structure.

18. POTABLE WATER AND SANITARY SEWER SERVICE. It is the responsibility of the facility to ensure that all requirements to obtain potable water and sanitary sewer service are met with the appropriate purveyors, as well as, all other applicable agencies. Any existing wells and/or existing onsite wastewater treatment system (OWTS) shall be properly removed and/or destroyed under permit.

19. HAZARDOUS MATERIALS MANAGEMENT. This facility shall be required to contact and have a review conducted by the Hazardous Materials Management Branch (HMMB). A business emergency plan for the storage of any hazardous materials, greater than 55 gallons, 200 cubic feet or 500 pounds, or any acutely hazardous material or extremely hazardous substances will be required **prior to certificate of occupancy.**

20. ARCHITECTURE. The commercial building shall be designed and constructed consistent with the architectural styles (Monterey, Spanish Revival, Irving Gill) that are deemed appropriate in the Rubidoux Village Design Workbook.

21. BUILDING FRONTAGE. No more than fifty (50) lineal feet of frontage may be in the plane of or within two (2) feet of the required setback line without a minimum two (2) foot offset extending vertically the height of the first or ground floor from the ground to the ceiling or roof line. Offsets must be a minimum of four (4) feet in length before the building line may return to the setback line.

22. PAVING TEXTURE. Access to parking areas over public or private sidewalks must be indicated by a change in paving texture.

23. ROOFTOP EQUIPMENT. All rooftop equipment shall be fully screened from public view.

24. DOWNSPOUTS. All building drainage shall be interior within the building. No exterior downspouts or gutters.

25. BACKFLOW DEVICES. The location of all backflow devices, and any required screening of it, shall be approved by the Community Development Director prior to installation. Backflow devices shall be located at the furthest extent possible from any

property line adjacent to the public right of way.

- 26. UNDERGROUNDING OF DRAINAGE.** Driveway and parking areas shall not incorporate center swales, ribbon gutters, concrete valleys, etc. All drainage in common and private use areas shall be underground and shall not incorporate open gutters or swales.
- 27. MAINTENANCE OF BUILDINGS.** The applicant shall maintain the commercial property in excellent condition including, but not limited to, any paint, finish and trims, canopies, trellises, doors, windows, shutters, signs, and surfaces. The applicant shall remove debris, weeds, abandoned vehicles, and any other factor or condition that may contribute to potential blight or crime. The applicant shall re-paint/re-finish the exterior of the commercial building, as needed, to maintain excellent condition.
- 28. IMPACT FEES.** The applicant shall pay the following impact fees (unless exempt) in accordance to Title 3 of the Municipal Code:
- a) **Development Impact Fee (DIF) Program.** The applicant shall pay any owed DIFs by the required deadline pursuant to Chapter 3.75 of the Jurupa Valley Municipal Code.
 - b) **Multiple Species Habitat Conservation Plan Mitigation (MSHCP) Fee.** The applicant shall pay any owed MSHCP fees by the required deadline pursuant to Chapter 3.80 of the Municipal Code.
 - c) **Transportation Uniform Mitigation Fee (TUMF) Program.** The applicant shall pay any owed TUMFs by the required deadline pursuant to Chapter 3.70 of the Municipal Code.
- 29. SALE OF INDIVIDUAL BUILDINGS.** No structure constructed on Project site may be sold until the subject Project on which the structure is located is divided and a final map recorded in accordance with the City's subdivision regulations such that the structure is located on a separate legally divided parcel.
- 30. RESTRICTION OF DELIVERY TIMES.** No Deliveries shall be made to the project site between 9 PM and 6 AM.
- 31. JURUPA AREA RECREATION AND PARK DISTRICT - CFD.** Prior to the issuance of any building permit, the applicant shall annex into the existing Jurupa Area Recreation and Park District (JARPD) District-Wide Community Facilities District (CFD) or form a new Community Facilities District (CFD) to contribute to the cost of park maintenance.
- 32. JURUPA AREA RECREATION AND PARK DISTRICT - FEES.** Prior to the issuance of any building permit, the applicant shall submit proof of satisfying any fees, dedications, or requirements by the Jurupa Area Recreation and Park District to the Building Official.

ENGINEERING DEPARTMENT

35. GENERAL REQUIREMENTS (ENGINEERING)

- 35.1. The use hereby conditioned is for a Site Development Permit (SDP21040); being the development within a portion of Lot 11 of the Miller and Newman Survey of Rubidoux Rancho in Book 7, Page 36 of Maps, Records of San Bernardino County, California. The

following exhibits are hereby referenced: Preliminary Grading, Drainage, and Site Plan prepared by Sake Engineers, dated June 24, 2022.

- 35.2. It is assumed that any easements shown on the referenced exhibits are shown correctly and include all the easements that encumber the subject property. The Applicant shall secure approval from all (if any) easement holders for all grading and improvements which are proposed over the respective easement or provide evidence that the easement has been relocated, quitclaimed, vacated, abandoned, easement holder cannot be found, or is otherwise of no affect. Should such approvals or alternate action regarding the easements not be provided, the Applicant may be required to amend or revise the permit.
- 35.3. Applicant shall pay all applicable Transportation Uniform Mitigation Fee (TUMF) and Development Impact Fee (DIF).

36. PRIOR TO GRADING PERMIT (ENGINEERING)

- 36.1. In compliance with Jurupa Valley Municipal Code, Chapter 8.70, no grading permit, including mass, rough, and/or precise, shall be issued until the associated Planning application(s) and pertinent Planning permits are approved and in effect.
- 36.2. All grading shall conform to the California Building Code, the City's Municipal Code Chapter 8, and all other relevant laws, rules, and regulations governing grading in the city of Jurupa Valley. Prior to issuance of grading permit, grading plans shall be submitted and approved by the City Engineer.
- 36.2.1. The grading plan shall be prepared under the supervision of a civil engineer licensed in the state of California (Project Civil Engineer) and he/she must sign the plan. The printed name and contact information of the Project Civil Engineer shall be included on the face of the grading plan. The grading plan shall be approved by the City Engineer.
- 36.2.2. The grading plan shall provide for acceptance and proper disposal of all off-site drainage flowing onto or through the site. Should the quantities of flow exceed the capacity of the conveyance facility, the Applicant shall provide adequate drainage facilities and/or appropriate easement(s), if necessary, as approved by the City Engineer.
- 36.2.3. The grading plan shall provide for protection of downstream properties from damages caused by alteration of the drainage patterns, i.e., concentration or diversion of flow.
- 36.2.4. Temporary erosion control measures shall be implemented immediately following rough grading to prevent transport and deposition of earthen materials onto downstream/downwind properties, public rights-of-way, or other drainage facilities. Erosion Control Plans showing these measures shall be submitted along with the grading plan for approval by the City Engineer.
- 36.2.5. Applicant shall provide written proof and authorization from easement holders (if any) for work proposed over easements.

- 36.3. Prior to approval of the precise grading plan, a final drainage study shall be submitted for review and approval of the City Engineer.
- 36.4. Prior to approval of the precise grading plan, a final Water Quality Management Plan (WQMP)) in conformance with the requirements of the Riverside County Flood Control and Water Conservation District (RCDC&WCD) for the Santa Ana River Watershed shall be submitted for review and approval of the City Engineer.
- 36.4.1. The Final Water Quality Management Plan (F-WQMP) shall provide any changes in pervious and impervious areas and BMPs.
- 36.4.2. Any onsite BMPs shall be designed and sized per the findings of the F-WQMP. Any changes to the proposed BMP sizing, design, and type; and impacts to the referenced exhibit(s), may require additional approvals.
- 36.4.3. BMPs provided in the referenced exhibits and conceptual drawings may be modified as a result of further analysis.
- 36.4.4. Overflow from the BMPs provided cannot be directed to adjacent properties and must be redirected to the public street.
- 36.4.5. Describe the long term operation and maintenance requirements for BMPS requiring maintenance
- 36.5. Prior to approval of the precise grading plan, a final geotechnical report shall be submitted for review and approval of the City Engineer.
- 36.5.1. Final Geotechnical report shall reference final/updated plans for the project.
- 36.5.2. The geotechnical engineer must sign the grading plan for conformance with the recommendations of the approved geotechnical report.
- 36.6. Security, in the form of a cash deposit (preferable), bond or letter of credit shall be submitted as a guarantee of the implemenetation and maintenance of erosion control measures and a guarantee of the completion of the grading operations for the project.
- 36.7. A hauling permit shall be required for the import/export of material using City streets; the import/export location and the haul route shall be reviewed and approved by the Engineering Department. If the import/export location is outside of City limits, the Applicant shall provide evidence that the jurisdictional agency has provided all necessary approvals for import/export to/from the site.
- 36.8. Prior to issuance of grading permit, the Property Owner shall enter into a Water Quality Management Plan and Stormwater BMP Operation and Maintenance Agreement with the City. The agreement shall be recorded, and a certified copy shall be provided to the City Engineer.
- 36.9. If grading is required offsite, the Applicant shall obtain written permission from the property owner(s) to grade as necessary and provide a copy to the Engineering Department.

- 36.10. Prior to issuance of grading permit, the Applicant shall initiate the proceedings to annex into the Jurupa Valley Lighting and Landscape Maintenance District (L&LMD) for operation and maintenance of streetlights and landscape improvements within the public right-of-way.
- 36.11. Prior to issuance of grading permit, the Applicant shall initiate the proceedings to initiate the formation of a Community Facilities District (CFD) for public safety services, if applicable.

37. PRIOR TO ISSUANCE OF BUILDING PERMIT (ENGINEERING)

- 37.1. Separate improvement plans shall be submitted for review and approval of the City Engineer. Riverview Drive, along project frontage, is a Local Road and improvements generally include, but are not limited to:
 - 37.1.1. Offer of dedication to provide for an ultimate half right-of-way width, 30-feet from road centerline to property line.
 - 37.1.2. The street cross section provides for a 18-ft paved section from street centerline to flowline.
 - 37.1.3. Improvements typically include pavement, base, curb and gutter, 5-ft curb adjacent sidewalk (not including curb), landscaping and irrigation.
 - 37.1.3.1. Full height curb shall extend 2-ft north of northern property line and transition to the existing driveway approach wing. See Riverside County Standard No. 207.
 - 37.1.4. Two driveway approaches shall be constructed.
 - 37.1.4.1. The southern driveway approach shall be designed and constructed per Riverside County Standard No. 207A. (W=26-ft)
 - 37.1.4.2. The northern driveway shall be designed and constructed to have a width of 20-ft wide and curb returns with 10-ft radii, as shown on the preliminary grading, drainage and site plan, dated June 24, 2022.
 - 37.1.5. Undergrounding of overhead utility lines including, but not limited to, electrical, cable, and telephone.
 - 37.1.6. Removal of abandoned electrical cabinet. Provide letter from utility company approving removal of cabinet.
 - 37.1.7. New streetlight at project frontage per Riverside County Standard No. 1000.
 - 37.1.8. Signing and striping plans.
- 37.2. A “non-subdivision” improvement agreement shall be signed by the City and financial securities shall be in place prior to permit issuance.
- 37.3. Separate sanitary sewer and domestic water system improvement plans shall be prepared for required improvements for approval of the Rubidoux Community Services District (RCSD) and concurrence of the City Engineer.

- 37.4. The Applicant shall submit plans for landscape and irrigation improvements within the public right-of-way for review and approval of the City Engineer. Plans shall conform to current City of Jurupa Valley Lighting and Landscape Maintenance District (L&LMD) standards.
- 37.5. An encroachment permit is required for all work within the public right-of-way.
- 37.6. Right-of-way dedications, if any, shall be offered via the appropriate application process with the Engineering Department and accepted by the City Council.
- 37.7. All grading and construction of infrastructure improvements within the public and private right-of-way in accordance with the approved plans, the City of Jurupa Valley Municipal Code Chapter 8.70, and all other applicable requirements, shall be completed to the satisfaction of the City Engineer.
- 37.7.1. The Project geotechnical/soils engineer shall provide a Final Grading Certification, certifying to the completion of the grading in conformance with the approved grading plans, the recommendation of the Geotechnical/Soils report approved for this project and the California Building Code.
- 37.7.2. A licensed land surveyor or civil engineer shall certify to the completion of grading in conformance with the lines and grades shown on the approved grading plans.
- 37.8. The site's BMP facilities and features shall be constructed as shown on the project's site grading plans or separate post-construction BMP Improvement Plans approved of the City Engineer.
- 37.9. All utilities within the site shall be placed underground unless otherwise specified or allowed by these Conditions of Approval.
- 37.10. All utility extensions within the site shall be placed underground unless otherwise specified or allowed by these Conditions of Approval.
- 37.10.1. Utility extensions from the mainline or other points of connection within the public right-of-way require that the Applicant obtained an Encroachment Permit from the Engineering Department. The City will make a final inspection of work to verify that any impacts that the work might have had to other City owned infrastructure are restored or repaired to the satisfaction of the City Engineer.
- 37.11. Prior to issuance of building permit, Applicant shall complete the annexations to Jurupa Valley Lighting and Landscape Maintenance District for operation and maintenance of streetlights and landscape improvements within the public right-of-way.
- 37.12. Prior to issuance of building permit, Applicant shall complete the formation or annexation to Jurupa Valley Community Facility District for public safety services, if applicable.
- 37.13. Should this project be within any assessment/benefit district, the Applicant shall make application for and pay any reapportionment of the assessments or pay the unit fees in the assessment/benefit district.

38. PRIOR TO CERTIFICATE OF OCCUPANCY (ENGINEERING)

- 38.1. The Applicant is responsible for the completion of all grading per the approved plans and to the satisfaction of the City Engineer.
- 38.2. Prior to certificate of occupancy, all improvements within the public right-of-way shall be completed and accepted by the City.
- 38.3. Prior to the first certificate of occupancy, the Applicant shall ensure that all streetlights within the public right of way, required from this project, are energized.
- 38.4. The Applicant is responsible for the completing construction of all post-construction water quality Best Management Practices (BMP) facilities and features. These facilities and features will require operation and maintenance in perpetuity by the Property Owner(s).
- 38.5. Prior to the first certificate of occupancy, the Applicant shall obtain acceptance of applicable improvements by JCSD. Written proof shall be provided to the Engineering Department.

The Applicant hereby agrees that these Conditions of Approval are valid, lawful, and binding on the Applicant, and its successors and assigns, and agrees to the Conditions of Approval.

Applicant's name (Print Form): _____

Applicant's name (Signature): _____

Date: _____