

REGULAR MEETING AGENDA OF THE JURUPA VALLEY CITY COUNCIL Thursday, May 6, 2021 Study Session: 5:30 p.m. Regular Session: 7:00 p.m. City Council Chamber 8930 Limonite Avenue, Jurupa Valley, CA 92509

Special Notice

In an effort to prevent the spread of COVID-19 (Coronavirus), and in accordance with the Governor's Executive Orders and a directive from the Riverside County Department of Public Health, this meeting will be closed to the public. You may watch the live webcast at this link: <u>https://www.jurupavalley.org/422/Meeting-Videos</u> Members of the public wishing to speak during public comments may email your public comments to the City Clerk at: <u>CityClerk@jurupavalley.org</u> Members of the public are encouraged to submit email comments prior to 6:00 p.m. the day of the meeting, but email comments must be submitted prior to the item being called by the Mayor. The City Clerk shall announce all email comments, provided that the reading shall not exceed three (3) minutes, or such other time as the Council may provide, because this is the time limit for speakers at a Council Meeting. Comments on Agenda items during the Council Meeting can only be submitted to the City Clerk by email. The City cannot accept comments on Agenda items during the Council Meeting on Facebook, social media or by text.

1. 5:30 PM - CALL TO ORDER AND ROLL CALL FOR STUDY SESSION

- Lorena Barajas, Mayor
- Chris Barajas, Mayor Pro Tem
- Leslie Altamirano, Council Member
- Brian Berkson, Council Member
- Guillermo Silva, Council Member

2. STUDY SESSION – THE DISTRICT AT RUBIDOUX

A. CONSIDERATION OF MA21068 (GPA21002), A PROPOSED DEVELOPMENT OF APPROXIMATELY 250-ACRES WITHIN THE EMERALD MEADOWS RANCH SPECIFIC PLAN AREA LOCATED AT 5520 30TH STREET (APN: 178-252-003) - GENERALLY LOCATED

SOUTH OF STATE ROUTE 60, EAST OF RUBIDOUX BOULEVARD, WEST OF SANTA ANA RIVER, AND NORTH OF 34TH STREET (APPLICANT: EM RANCH OWNER, LLC)

Requested Action: That the City Council (1) receive an introduction of the project design and (2) identify items of concerns or requests for additional information. Since this is a study session, no action will be taken.

3. 7:00 PM - CALL TO ORDER AND ROLL CALL FOR REGULAR SESSION

- Lorena Barajas, Mayor
- Chris Barajas, Mayor Pro Tem
- Leslie Altamirano, Council Member
- Brian Berkson, Council Member
- Guillermo Silva, Council Member
- 4. INVOCATION
- 5. PLEDGE OF ALLEGIANCE
- 6. APPROVAL OF AGENDA
- 7. **PRESENTATIONS**
 - A. RIVERSIDE COUNTY DEPARTMENT OF ANIMAL SERVICES -INTRODUCTION OF "PET OF THE MONTH"
- 8. 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. 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.

9. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

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

- A. MAYOR LORENA BARAJAS
 - 1. UPDATE ON THE WESTERN RIVERSIDE REGIONAL CONSERVATION AUTHORITY MEETING OF MAY 3, 2021

B. MAYOR PRO TEM CHRIS BARAJAS

- 1. UPDATE ON THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS MEETING OF MAY 3, 2021
- C. COUNCIL MEMBER BRIAN BERKSON
 - 1. UPDATE ON THE RIVERSIDE TRANSIT AGENCY MEETING OF APRIL 22, 2021
 - 2. UPDATE ON THE METROLINK / SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY MEETING OF APRIL 23, 2021
 - 3. UPDATE ON THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION – WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE MEETING OF APRIL 26, 2021

11. CITY MANAGER'S UPDATE

- A. DISCUSSION OF PLANS FOR RE-OPENING THE CITY COUNCIL CHAMBER TO MEMBERS OF THE PUBLIC
- **B. DISCUSSION OF RE-OPENING PLANS FOR DOWNEY PARK**

12. APPROVAL OF MINUTES

A. APRIL 15, 2021 REGULAR MEETING

13. CONSENT CALENDAR (COMMENTS ON CONSENT AGENDA TAKEN HERE)

(All matters on the Consent Calendar are to be approved in one motion unless a Councilmember requests a separate action on a specific item on the Consent Calendar. If an item is removed from the Consent Calendar, it will be discussed individually and acted upon separately.)

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

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

B. CONSIDERATION OF CHECK REGISTER IN THE AMOUNT OF \$3,759,496.14

Requested Action: That the City Council ratify the check registers dated March 25, 2021 and April 1, 8, 15, and 22, 2021 as well as the payroll register dated March 31, 2021 and April 2, and 16, 2021.

C. ORDINANCE NO. 2021-10

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2021-10, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY AMENDING THE JURUPA VALLEY MUNICIPAL CODE TO UPDATE THE LOCAL DEVELOPMENT MITIGATION FEE FOR FUNDING THE PRESERVATION OF NATURAL ECOSYSTEMS IN ACCORDANCE WITH THE WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES HABITAT CONSERVATION PLAN

D. RESOLUTION RECONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE COVID-19 (CORONAVIRUS) PANDEMIC AND IMPOSING ADDITIONAL REGULATIONS

Requested Action: That the City Council adopt Resolution No. 2021-28, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, RECONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY RELATING TO THE COVID-19 VIRUS PANDEMIC AND IMPOSING ADDITIONAL REGULATIONS TO DEAL WITH THE COVID-19 PANDEMIC

- E. APPROVAL OF REPLACEMENT SUBDIVISION AGREEMENTS AND IMPROVEMENT BONDS FOR TRACT MAP 32721 LOCATED ON THE NORTHEAST CORNER OF MURIEL DRIVE AND LA CANADA DRIVE (HP-SA ER, LLC)
 - 1. Requested Action: That the City Council approve and authorize the Mayor and City Clerk to execute the replacement Subdivision Agreements; and
 - 2. That the City Council accept the Faithful Performance Bond No. 38K0083738 in the amount of \$557,500 and Material and Labor Bond No. 38K0083738 in the amount of \$278,750 from the Ohio Casualty Insurance Company for the construction of improvements within Tract Map 32721 and the Faithful Performance Bond No. 38K0083740 in the amount of \$28,500 from the Ohio Casualty Insurance Company for the subdivision monuments.
- F. AWARD OF CONSTRUCTION AGREEMENT TO ALL AMERICAN ASPHALT, INC. FOR MISSION BOULEVARD PAVEMENT REHABILITATION – PH. 1, CIP PROJECT NO. 20103

- 1. Requested Action: That the City Council approve and award a construction agreement to All American Asphalt, Inc. in the amount of \$1,488,488 for the Mission Boulevard Pavement Rehabilitation Project Ph. 1 (Agreement) for the work included in its proposal, and authorize the City Manager to execute the Agreement in substantially the form and format attached to the staff report in such final form as approved by the City Attorney; and
- 2. Authorize the City Manager, or his designee, to execute contract change orders not to exceed 10% of the total agreement, pursuant to requirements set forth in the agreement; and
- **3.** Re-appropriate \$75,000 of Measure "A" funds from the City's Bain Street Pavement Rehabilitation and Shoulder Improvements Project, CIP Project No. 16-A.2, Account No. 71302, to the Project account to fund the total project costs; and
- **4.** Authorize the City Manager to record the Notice of Completion upon acceptance of the work by the City Engineer.
- G. RESOLUTION OF THE CITY COUNCIL APPROPRIATING \$4,000,000 FROM THE UNDESIGNATED GENERAL FUND BALANCE AND AMENDING THE FISCAL YEAR 2020-21 BUDGET AS PART OF THE FINANCING STRATEGY FOR THE PURPOSE OF AQUIRING THE RIVERSIDE COUNTY FLEET SERVICES BUILDING

Requested Action: That the City Council adopt Resolution No. 2021-29, entitled:

A RESOLUTION OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROPRIATING \$4,000,000 FROM THE UNDESIGNATED GENERAL FUND BALANCE AND AMENDING THE FISCAL YEAR 2020-2021 BUDGET AS PART OF THE FINANCING STRATEGY FOR THE PURPOSE OF ACQUIRING THE RIVERSIDE COUNTY FLEET SERVICES BUILDING

H. APPROVAL OF AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CALFIRE) FOR THE **FISCAL** YEAR 2021-22 LOCAL AREA WILDLAND RESPONSIBILITY PROTECTION **REIMBURSEMENT AGREEMENT**

Requested Action: That the City Council adopt Resolution No. 2021-30, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR SERVICES FROM JULY 1, 2021 THROUGH JUNE 30, 2022 FOR FIRE PROTECTION SERVICES WITHIN THE LOCAL RESPONSIBILITY AREAS WITHIN THE CITY

- 14. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR
- **15. PUBLIC HEARINGS**
 - A. PUBLIC HEARING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN (2021-2022)
 - **1.** Requested Action: That the City Council receive and file the 2021-2022 Annual Action Plan; and
 - **2.** That the City Council adopt Resolution No. 2021-31, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ADOPTING THE ANNUAL ACTION PLAN (2021-2022) FOR THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

- B. PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS ON AND ADOPTION OF A RESOLUTION TO AMEND THE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) APPLICABLE TO ALL NEW DEVELOPMENT IN THE CITY OF JURUPA VALLEY AND FINDING THE ACTION EXEMPT FROM CEQA
 - 1. Requested Action: That the City Council conduct a public hearing to receive public comments regarding a Resolution of the City Council of the City of Jurupa Valley amending the applicable Transportation Uniform Mitigation Fee (TUMF) applicable to all developments in the City of Jurupa Valley and finding the action exempt from CEQA pursuant to CEQA Guidelines Sections 15061, 15062 and 15378.
 - **2.** That the City Council adopt Resolution No. 2021-32, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING THE APPLICABLE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) APPLICABLE TO ALL DEVELOPMENTS IN THE CITY OF JURUPA VALLEY AND FINDING THE ACTION EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTIONS 15061, 15062 AND 15378

16. COUNCIL BUSINESS

A. CONSIDERATION OF COMMUNITY SERVICE GRANT (CSG) APPLICATIONS SUBMITTED FOR DISTRIBUTION OF (CSG) FUNDS

Requested Action: That the City Council review and recommend Community Service Grant (CSG) requests for the following 501(c)(3) organizations who meet the policy criteria: 1) Inland Empire Waterkeeper, 2) 3p's Christian Ministries, 3) Veterans of Foreign Wars (VWF) Post 10267, 4) Jurupa Mountains Discovery Center, 5) Jurupa Valley District Lions Club, and 6) Queen of Hearts Therapeutic Riding Center, Inc.

17. CITY ATTORNEY'S REPORT

18. COUNCIL MEMBER REPORTS AND COMMENTS

19. ADJOURNMENT

Adjourn to the Regular Meeting of May 20, 2021 at 7:00 p.m. at the City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509.

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if you need special assistance to participate in a meeting of the Jurupa Valley City Council or other services, please contact Jurupa Valley City Hall at (951) 332-6464. Notification at least 48 hours prior to the meeting or time when services are needed will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Agendas of public meetings and any other writings distributed to all, or a majority of, Jurupa Valley City Council Members in connection with a matter subject to discussion or consideration at an open meeting of the City Council are public records. If such writing is distributed less than 72 hours prior to a public meeting, the writing will be made available for public inspection at the City of Jurupa Valley, 8930 Limonite Avenue, Jurupa Valley, CA 92509, at the time the writing is distributed to all, or a majority of, Jurupa Valley City Council Members. The City Council may also post the writing on its Internet website at <u>www.jurupavalley.org</u>.

Agendas and Minutes are posted on the City's website at <u>www.jurupavalley.org</u>.

RETURN TO AGENDA

City of Jurupa Valley

STAFF REPORT

DATE: MAY 6, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:ROD BUTLER, CITY MANAGERBY:JOE PEREZ, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: AGENDA ITEM NO. 2.A

STUDY SESSION: MA21068 (GPA21002) – PROPOSED DEVELOPMENT OF APPROXIMATELY 250-ACRES WITHIN THE EMERALD MEADOWS RANCH SPECIFIC PLAN AREA LOCATED AT 5520 30TH STREET (APN: 178-252-003) - GENERALLY LOCATED SOUTH OF STATE ROUTE 60, EAST OF RUBIDOUX BOULEVARD, WEST OF SANTA ANA RIVER, AND NORTH OF 34TH STREET (APPLICANT: EM RANCH OWNER, LLC)

RECOMMENDATION

That the City Council (1) receive an introduction of the project design and (2) identify items of concerns or requests for additional information. Since this is a study session, no action will be taken.

STUDY SESSION PROCESS

This agenda item is an opportunity for the applicant to introduce the project to the City Council and receive feedback. The City Council will not take action. Each Councilmember will have an opportunity to ask questions about the project and communicate to the applicant any issues that should be addressed when the project is before the City Council for a public hearing. Although not a public hearing, the Mayor should also allow for any public comments on this study session item.

BACKGROUND

Request for Initiation of General Plan Amendment - 2020

In 2020, the applicant requested that the City Council initiate a General Plan Amendment (GPA) to allow a mixture of uses, including industrial warehouse (not permitted outside of the General Plan Warehouse & Distribution Center Overlays) and commercial uses such as retail, dining, medical, and lodging. As part of the request, the applicant offered to enter

into a Development Agreement (if the GPA is initiated) that will ensure certain community benefits to offset potential negative aspects of logistics and warehousing uses.

After receiving 19 public comments and City Council discussion, the City Council voted to deny the initiation of the General Plan Amendment.

Request for Initiation of General Plan Amendment - April 1, 2021

At its April 1, 2021 regular meeting, the City Council considered the applicant's second request to initiate a General Plan Amendment (GPA) to allow a 250-acre mixed-use project to include warehouse and distribution uses outside of the Mira Loma and Agua Mansa Warehouse and Distribution Center Overlays. After hearing presentations by staff and the applicant, the City Council discussed various aspects of the proposed project (e.g., truck circulation, layout of warehousing, housing units, phasing of construction, open space, community benefits, etc.). In addition to the City Council's discussion on this item, the City received 35 public comments.

After further discussion, the City Council voted to table the item and allow the applicant to present more information at a future study session. The minutes for the April 1, 2021 City Council meeting are attached to this report.

PROJECT DESCRIPTION

Recently, the applicant (same as property owner) submitted a new application for a revised project named "The District at Rubidoux." See Attachment No. 1 for the applicant's letter to the City Council with a proposed site plan and economic development overview of the project. The proposed development site is the majority (not entirety) of the Emerald Meadows Ranch Specific Plan. See Exhibit A for the Project Site Location. The proposed project is approximately 250 acres while the Emerald Meadows Ranch Specific Plan covers approximately 278 acres of land. The area that is excluded from the proposed project includes most of the properties that are located on 34th Street.

EXHIBIT A: PROJECT SITE LOCATION



The Emerald Meadows Ranch Specific Plan, adopted in 2006, is a master planned community that would allow the potential development of 1,196 residential units (single-family to multiple-family units), 20 acres of commercial retail, 12- acre school site, and 25-acre church site.

Project Summary

Per the attached April 28, 2021 letter from the applicant, the proposed mixed-use project includes the following uses on approximately 250 acres of land (see attached Conceptual Site Plan):

- Up to 1.5 million square-feet of warehouse distribution centers and/or other logistics use that would only be permitted in the General Plan Warehouse &Distribution Center Overlays
- Retail/Commercial uses
- Commercial neighborhood center
- Community-oriented services
- Hospitality
- Residential uses including different housing products for a mix of incomes and structures would not exceed three stories
- Public open spaces, parks, and recreation

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ANALYSIS

The entitlements for the project would include a General Plan Amendment, Change of Zone, Specific Plan, Development Agreement, and possibly other entitlements for implementation of the project.

The applicant has proposed entering into a Development Agreement to provide community benefits to offset negative aspects or impacts of the proposed warehouse distribution center use or related logistics use. Community benefits or other obligations of a Development Agreement are in addition to any requirements (e.g., off-site improvements and payments of fees) of a project that would be required per a code requirement, mitigation measure, or a condition of approval. The applicant's letter includes several examples of community benefits for their Development Agreement: Transit Occupancy Tax, Point of Sales Tax, and other general fund fiscal considerations.

If the City Council initiates the General Plan Amendment in the future, the applicant may proceed with the application process, including public hearing process. City Council will consider the proposal and take action on the entitlements.

If the City Council does not initiate the General Plan Amendment at a future meeting, the applicant may proceed with implementing the adopted Emerald Meadows Ranch Specific Plan.

NEXT STEPS

After gaining feedback from the City Council at this study session, it is the applicant's intent to return to a future City Council hearing to request initiation of a General Plan amendment to allow warehouse uses outside of the Mira Loma overlay area. Such a request is required prior to submitting a formal application and fully developed plans to determine whether the plan may include such uses.

FINANCIAL IMPACT

The City's deposit-based process fees paid by the applicant will apply to this project and cover the City's cost to continue with case processing.

Prepared by:

oe l'ere

Joe Perez Community Development Director

Reviewed by:

Abdon Padilla for Connie Cardenas

Connie Cardenas Administrative Services Director

Submitted by:

Rod B. Butler City Manager Reviewed by:

WALDES 2

Peter M. Thorson City Attorney

ATTACHMENTS

- 1. Letter to City Council from Applicant (EM Ranch Owner, LLC) dated April 28, 2021 with the following exhibits:
 - a. Exhibit A: Site Boundary Map
 - b. Exhibit B-1 & B-2: Conceptual Site Plan/Industrial-Logistics Parcel Overlay
 - c. Exhibit C: Traffic Circulation Flow Chart
 - d. Exhibit D: Economic Development Overview
 - f. Exhibit E: Conceptual Site Budget
- 2. Excerpt of the April 1, 2021 City Council Minutes

ATTACHMENT NO. 1

Letter to City Council from Applicant (with Attachments)

THE DISTRICT @ Rubidoux Jurupa Valley, California

April 28, 2021

Honorable Mayor and Members of the City Council Mr. Rod Butler, City Manager City of Jurupa Valley 8930 Limonite Ave. Jurupa Valley, CA 92509

Subject:EM Ranch Owner, LLC - Request for Approval of Initiation of
General Plan Amendment, Plan Number: MA21068 – Workshop Session

Dear Honorable Mayor, City Council Members, and City Manager:

EM Ranch Owner, LLC ("EM Ranch"), owner of the property identified herein as "The District at Rubidoux", appreciates the opportunity to hold a workshop study session with the City Council and City Staff to discuss the merits of the proposed site plan, so it may respectfully request the City of Jurupa Valley City Council approve the initiation of a General Plan Amendment ("GPA") at the following council meeting to establish the Agua Mansa Warehouse and Distribution Center Overlay ("AMO") over the approximately 250-acre site located at the southeast corner of the State Route 60 and Rubidoux Blvd., and formerly known as Emerald Meadows Ranch (the "Property"). *See attached ("Exhibit A") for Site Boundary Map.*

PROJECT DESCRIPTION

The Property has a General Plan land-use designation of commercial and residential mixed use at varying densities with a Specific Plan Zoning designation. More specifically, the current zoning consists of Commercial Residential ("CR"), Medium Density Residential ("MDR"), Medium High Density Residential ("MHDR"), and High Density Residential ("HDR"). This request for GPA initiation is to allow flexibility to include a wider variety of land uses on the Property that are permitted within AMO. The GPA initiation would allow the evaluation of whether or not the property could accommodate other uses as permitted under AMO, including 1.5 million square feet of warehouse and logistics in addition to multiple Retail/Commercial point of sale sites, a commercial neighborhood center intended to attract a neighborhood market and other community oriented services, mixed-use, hospitality, mixed income residential with densities of three stories or less, as well as public open spaces parks and recreation. *See attached ("Exhibit B-1") for Conceptual Site Plan, and ("Exhibit B-2") for Industrial/Logistics Parcel Overlay.*

The Project traffic flow will be mitigated by implementing separation zones and street treatments between the commercial uses and the residential community to ensure all commercial traffic flows efficiently onto the freeway system without impacting the adjacent residential community. See attached ("Exhibit C") for Traffic Circulation Flow Chart.

THE DISTRICT @ Rubidoux

Jurupa Valley, California

DEVELOPMENT AGREEMENT

The site development will be subject to a future Development Agreement with the City of Jurupa Valley ("the "City") that is intended to provide significant financial and community benefits to the City and the surrounding area, such as Transit Occupancy Tax, Point of Sales Tax, and other general fund fiscal considerations as established by the AMO Development Agreement.

The Development Agreement is intended to provide not only financial benefits to the City but also include significant Community benefits such as a vibrant commercial neighborhood center with a neighborhood market, sit-down restaurants, a bank, and area-serving retail, professional service hospitality and conference center, mixed use, as well as a mixed-income residential community.

Other benefits may include public open space, neighborhood-park, community center, and other benefits. These alternatives will be analyzed as part of the proposal given the opportunity to move forward with this GPA request.

ECONOMIC AND FISCAL ANALYSIS

An Economic and Fiscal Impact report was prepared by David Taussig and Associates ("DTA") to analyze the potential direct and induced benefits of the Project to the City and surrounding community. The Project is anticipated to generate on-going benefits to the City's General Fund that can offset expenditures by up to 10% of the City's overall annual budget. The Project construction is projected to stimulate short-term labor by approximately 4,800 direct and indirect jobs, and generate approximately 3,300 long term quality jobs that can benefit the City. See attached ("Exhibit D") for Economic Development Overview.

The Project will also help the City meet its quota of the California State RHNA residential requirements with the inclusion of mixed-income housing. Additionally, EM Ranch is committed to implementing various Environmental Justice elements and support the City's vision for an Environmental Equity for all Persons.

We believe this Property has significant unfulfilled economic potential for the City and the ownership, which can be realized by permitting EM Ranch to evaluate various development options for the site. This assessment will be performed at the sole risk of EM Ranch. We believe that by permitting the exploration of the GPA the City Council can make an informed determination on realistic uses once we have completed further site analysis in collaboration with the City

DEVELOPMENT BUDGET

The critical mass of this large Property with its immediate access to the 60 Freeway allows for the creation of an iconic gateway into the City and will be a catalyst for the Rubidoux District economic development. To provide scale, the Property is comparable in size to two (2) Disneyland Parks which helps to support the use of 1.5 million square feet of logistics, and multiple Retail/Commercial tenants that would generate point of sale taxes to the City. The overall project buildout cost to improve the Property with the intended vision could be well over \$675 million. Pursuant to the project civil engineer, the project's infrastructure improvement cost for streets, sidewalks, utilities, onsite and offsite improvement alone could be well over \$61 million, not

THE DISTRICT @ Rubidoux

Jurupa Valley, California

including the additional cost to improve the onsite parks and recreation facilities, which could easily add another \$5 million to the site development budget. See attached ("Exhibit E") for Conceptual Site Budget.

SITE MAINTENANCE

Since acquiring the site in January 2018, EM Ranch has fenced off the Property and patrolled it seven days a week with full time on-site resident patrol, and managed the removal of brush, debris, and illegal dumping on regular basis. Additional steps have been taken in working with the Sheriff's Department to remove homeless camps that for years have negatively impacted the safety and security of the neighborhood adjacent to the property.

CITY COUNCIL ACTION

The vision for the Property is to transform it into an interactive cohesive district that would contribute to the financial wellbeing of the City, generate high quality jobs, provide critical public benefits, provide a mix of residential uses, and become a destination for the neighborhood and the community at large. The ownership is committed to communicating its vision concisely and affirmatively through the establishment of the Agua Mansa Warehouse and Distribution Center Overlay on the Property, while concurrently processing a General Plan Amendment that would benefit the Rubidoux District at large.

Therefore, EM Ranch is respectfully requesting that the Jurupa Valley City Council hold a workshop study session in prelude to approving the request for an initiation amendment of the General Plan to allow City staff to analyze a mix of uses on the Property so they guide EM Ranch to work with its consulting team and the City residents to further define the vision for the property.

We look forward to working with the City and the Rubidoux community to provide a high quality, mutually beneficial development that will transform the Rubidoux District into the City's eastern gateway.

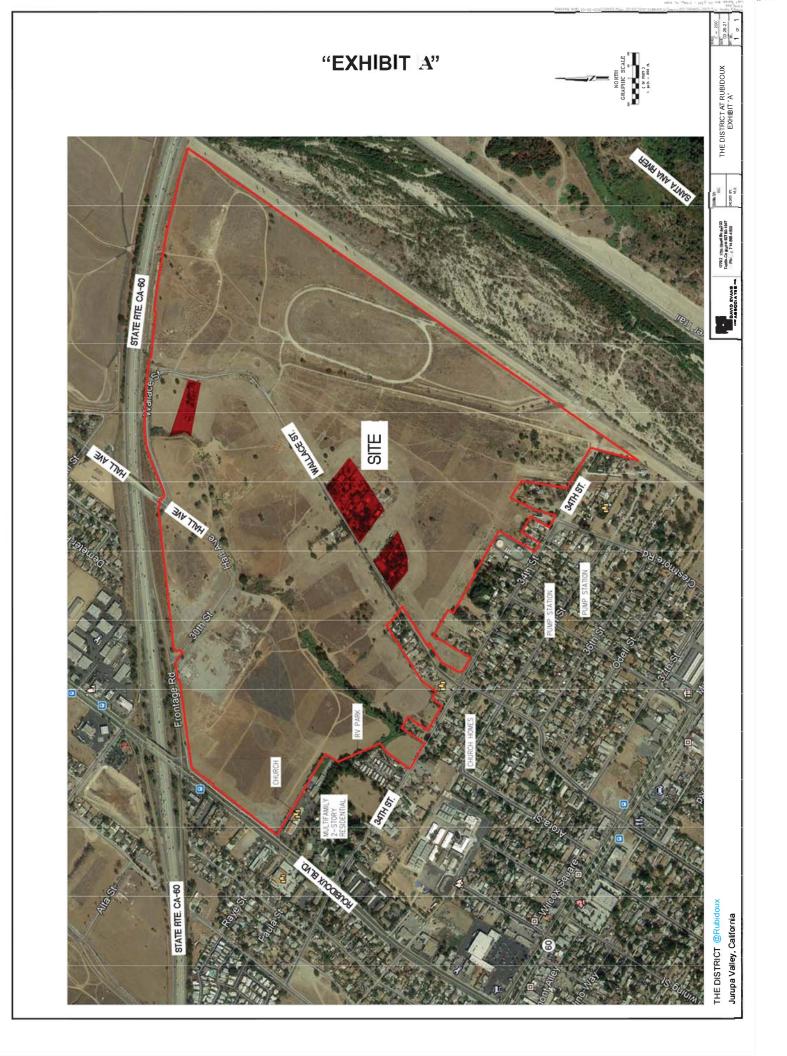
Sincerely.

Mauricio Oberfeld

EM Ranch Owner, LLC 484 S. San Vicente Blvd. Los Angeles, CA 90048

Attachments

Exhibit A:	Site Boundary Map
Exhibit B-1:	Conceptual Site Plan
Exhibit B-2:	Industrial/Logistics Parcel Overlay
Exhibit C:	Traffic Circulation Flow Chart
Exhibit D:	Economic Development Overview
Exhibit E:	Conceptual Site Budget





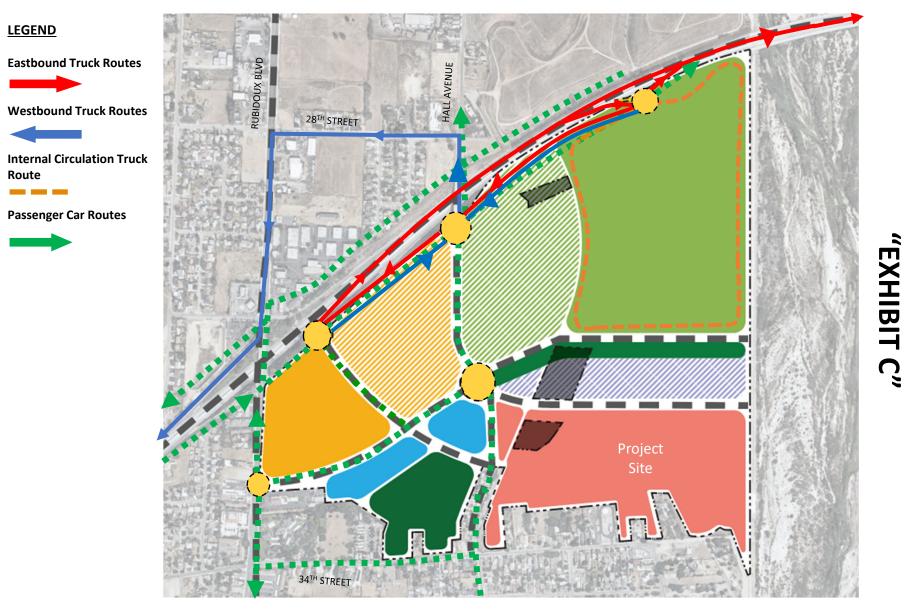
Jurupa Valley, California

01 Scale 1' - 200' Job No. 2018-245 Date 2021-04-28



THE DISTRICT @ Rubidoux Jurupa Valley, California INDUSTRIAL/LOGISTICS PARCEL OVERLAY



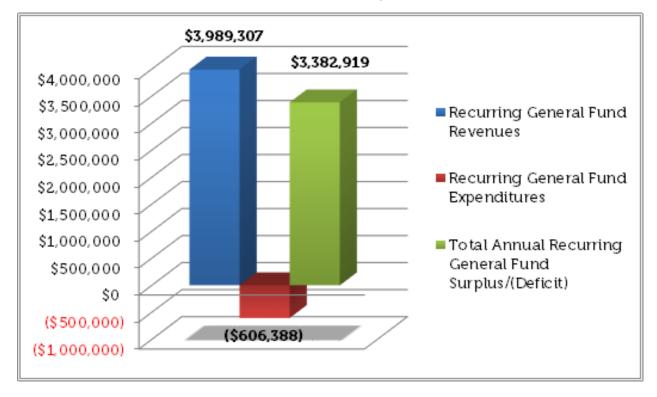


Traffic Circulation Flow Chart

THE DISTRICT @ Rubidoux Jurupa Valley, California



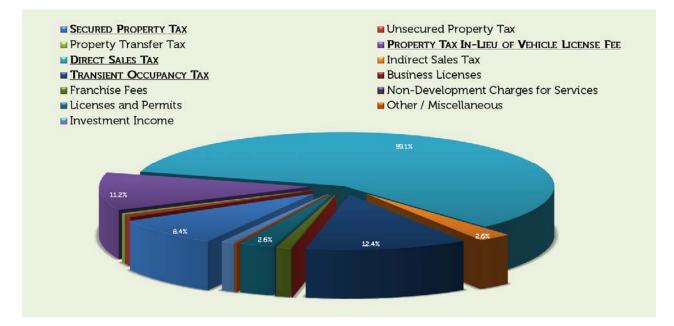
General Fund Net Fiscal Impact at Project Build-Out



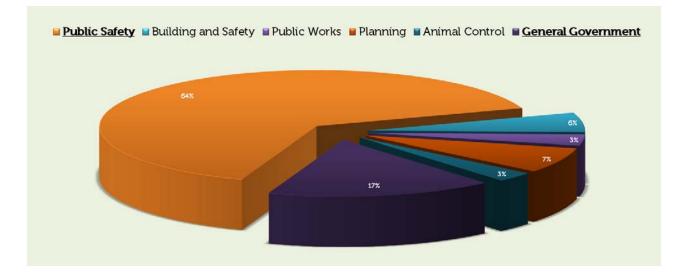




Recurring General Fund Revenues at Project Build-Out Broken Down by Source



Recurring General Fund Expenditures at Project Build-Out Broken Down by Source







ECONOMIC IMPACT SUMMARY

Recurring Impact Conclusions (City of Jurupa Valley)

Recurring Impacts	Direct	Indirect/Induced	Total
Employees	2,690	654	3,344
Overall Output	\$305,725,144	\$85,112,623	\$390,837,767
Labor Income	\$133,727,112	\$27,621,203	\$161,348,315
Other Value Added	\$45,976,225	\$22,598,184	\$68,574,408
Intermediate Expenditures	\$126,021,808	\$34,893,236	\$160,915,044

Note: All numbers are subject to rounding.



Jobs Generated by the Project





One-Time/Construction Impact Conclusions (City of Jurupa Valley)

One-Time/Construction Impacts	Direct	Indirect/Induced	Total
Employees	4,012	800	4,812
Overall Output	\$562,060,825	\$112,391,701	\$674,452,526
Labor Income	\$235,371,046	\$35,004,863	\$270,375,909
Other Value Added	\$73,913,092	\$30,402,754	\$104,315,846
Intermediate Expenditures	\$252,776,687	\$46,984,084	\$299,760,771

Note: All numbers are subject to rounding.



Total Economic Output



"EXHIBIT E"

The District @ Rubidoux

Conceptual Estimate of Probable Infrastructure Improvement Construction Cost Prepared by: David Evans and Assoc., Inc. March 3, 2021

	3/03	/21 Estimate	
Construction Items			
Site Preparation & Grading	\$	19,476,279	
Sanitary Sewer	\$	1,177,592	
Storm Drainage / WQMP	\$	2,100,408	
Domestic Water	\$	1,129,429	
Reclaimed Water	\$	-	
Street Improvements	\$	5,220,248	
Franchise (Dry) Utilities	\$	6,669,196	
Street Landscaping / Walls / Signage	\$	5,949,168	
CalTrans ON/Off Ramp	\$	2,500,000	
Subtotal Construction Costs		44,222,320	
Contingency on Construction	\$	8,844,464	
Contingency Percentage		20%	
Total Construction With Contingency	\$	53,066,784	
Consulting and Administration			
Consulting Services	\$	6,898,682	139
Fees, Permits & Bonds	\$	1,592,004	39
Subtotal Consulting and Administration	\$	8,490,685	
TOTAL BUDGET	\$	61,557,469	

Notes:

1. Includes onsite backbone infrastructure and offsite infrastructure

2. Grading of onsite and offsite roadways included in Grading Costs.

3. Onsite Parks and recreation facilities could add up to \$5.0 million to the site budget.

4. Project buildout budget is estimated to be well over \$675 million.

ATTACHMENT NO. 2

Excerpt of the April 1, 2021 City Council Minutes

EXCERPT OF THE CITY COUNCIL MINUTES OF THE APRIL 1, 2021 MEETING FOR MA21068

17. COUNCIL BUSINESS

B. INITIATION OF A GENERAL PLAN AMENDMENT TO ALLOW A 250- ACRE MIXED-USED PROJECT TO INCLUDE WAREHOUSE AND DISTRUBTION USES OUTSIDE OF THE MIRA LOMA AND AGUA MANSA WAREHOUSE AND DISTRIBUTION CENTER OVERLAYS

Staff report presented by Joe Perez, Community Development Director. Mr. Perez reported that approximately one year ago, the owner, EM Ranch Owner, LLC, requested the initiation of a General Plan Amendment (GPA), proposing up to 4 million square feet of warehousing and distribution space as well as other components, including retail, commercial, medical, hotels, recreation, and open space. The City Council ultimately denied that request as a result of the potential negative impacts of warehousing and distribution uses in the city and the sheer volume of those uses as well as the need for other types of uses, including commercial, entertainment, and residential. Mr. Perez detailed the proposed conceptual site plan, noting that the developer is proposing up to a maximum of 1.5 million square feet of industrial/warehousing space which is less than the approximately 4 million that was included in their previous proposal. Mr. Perez reported that in order for this project to be allowed, there would need to be an amendment to allow the Agua Mansa Warehouse Overlay to be applied to the project. He outlined the applicant's request and the entitlements that would be required.

Council Member Brian Berkson noted that there is a current City moratorium on truck intensive uses. He questioned how this proposal would relate to that moratorium.

Joe Perez, Community Development Director, clarified that this project may proceed as the applicant is contemplating a change in one of the overlay zones where warehousing and logistics is allowed.

Tarek Shaer, (representing the owner) spoke in support of the project. He gave an overview of their public outreach and what they have learned over the past year. He stated that the intent of tonight's meeting is not to request approval of the project design or the merits of the project, but rather to give them the "green light" to start the discussion with the City and engage with the community in working and identifying a balanced site design that would include no more than 1.5 million square feet of warehousing and logistics along with a mixed-use of commercial, retail, restaurant, housing, and open space. He noted that they have received several letters of interest from several national tenants who are eager to serve the community. Ellen Porter spoke in opposition to the proposed GPA, stating that she is not in favor of warehouses outside the established Mira Loma area and this proposed warehouse development is not a good fit for the area where proposed.

Berenise Salsedo voiced opposition to the proposed GPA, voicing concerns that building warehouses near a residential area will create traffic and additional air pollution to an already overburdened area.

David Segrist voiced opposition to the proposed GPA. He asked the Council to keep looking for a better use of the land instead of more warehouses.

Kitha Torregano voiced opposition to the proposed GPA as the proposed warehouses will create more truck traffic.

Guillermo and Michelle Reyes voiced support of the proposed GPA as it will help to improve the vacant land, which has been an eyesore for several years. They are also looking forward to all the community benefits that will come from this project. They encouraged the Council to proceed with the GPA and continue their efforts to explore viable land uses for the community.

Christina Pixtun voiced opposition to the proposed GPA. She noted the noise and odor of diesel fuel that she lives with now that Philadelphia and Country Village was opened to through-traffic. She believes Jurupa Valley has enough warehouses and traffic.

Joyce E. Warhop voiced opposition to the proposed GPA. She noted that the acreage in question once belonged to her grandparents Nancy and Willie Clark who moved to Riverside County in 1920. She stated that the proposed project is not conducive to the needs of providing affordable housing and logistics and warehouse uses also bring excessive traffic, which Wallace Street is not designed to accommodate.

Mr. and Mrs. Keary Waltz spoke in support of the proposed GPA. As residents who have lived in the Rubidoux area for over 40 years, they believe the proposed project will greatly improve the vacant land, which is currently an eyesore and detriment to Rubidoux. They commented that the current owners have taken great efforts to maintain the current property and they believe that "The District at Rubidoux" will be a great opportunity for the community.

Mary Vidales spoke in support of the proposed GPA, as it will greatly improve the vacant land which is currently an eyesore and detriment to Rubidoux. She commented that she is looking forward to the many community benefits that will come from this project.

Andrew Ramirez spoke in opposition to the proposed GPA, commenting that if approved, this plan surely establishes the city as a whole as a group of stakeholders and "greedy politicians." Percy and Shelia Green Sr. spoke in favor of the proposed GPA, stating that they have been residents in the Rubidoux area for over 50 years. This project will help improve the vacant land that is currently an eyesore and detriment to the community and they are eagerly looking forward to the many community benefits that will come from this project. They commended the owner for helping to reduce the trespassing, homelessness and illegal dumping and they are hopeful the Council will allow project known as "The District at Rubidoux" to proceed.

Jonathan Garcia voiced opposition to the proposed GPA. As a resident of the Rubidoux area for 30 years, he welcomes the potential for retail and business diversity, hospitality and infrastructure development, and environmentally conscious smart growth. However, a logistics center/commercial warehouse development should be "out of the picture." He asked the Council to find a better solution as this land development proposal affects everyone.

Evelyn Hedrick voiced opposition to the proposed GPA as allowing another warehouse building will not serve the community's best interest. She commented that warehouse jobs may provide quick short-term gains; however, they create long- term negative health impacts. She referred to a map from "The Impact Project Policy Brief Series Report Storing Harm: the Health and Community Impacts of Goods Movement and Logistic" conducted in 2012 that illustrates the cluster of existing warehouses in the area.

Lorena Pineda voiced support of the proposed GPA, stating that she is very excited about the development of the vacant land. She encouraged the Council to proceed with initiating the general plan amendment, as the project will bring significant value and resources to the community.

Laura Roughton voiced opposition to the proposed GPA. She noted before Jurupa Valley incorporated as a City, the Center for Community Action and Environmental Justice fought a long battle with the County to establish the Mira Loma Warehouse Policy Area to protect residents from future warehouse encroachment. She noted that warehouse use is not what is best for the City's residents as most of these warehouses bring truck traffic, which damages the City's roads and pollutes the air with no benefit to residents.

Tyler Byrne spoke in support of the proposed GPA, stating that the Council should support businesses, and developers that find an interest in bringing their vision to the city and the Council should be committed to establishing relationships that build on fostering new ideas, and projects that will provide responsible growth and economic development that will be beneficial to the community.

Rebecca Rodarte – Byrne spoke in support of the proposed GPA as it will greatly improve the vacant land, which is in need of improvement and is a detriment to Jurupa Valley. She is looking forward to the many community benefits that will come from this project. She is hopeful that the Council will allow The District at

Rubidoux to proceed in initiating the General Plan Amendment and continue their efforts to explore viable land uses for our community.

Cheryl Peña Valenzuela spoke in opposition to the proposed GPA. She has lived on Wallace Street for 33 years and she does not support adding warehouses, which will create additional traffic and diesel smog.

An unidentified speaker voiced support of the proposed GPA.

Brenda Reynolds voiced her support of Mrs. Laura Roughton's opposition letter. Johnny Magueyal voiced support of the proposed GPA.

Bonnie Butler voiced opposition to the proposed GPA based on the following: 1) the truck traffic will increase harmful air pollution; 2) items stored in the warehouses and logistic center can also cause health problems in the community; 3) automation and artificial intelligence will be the employees at these warehouses and logistic center. 4) the community needs responsible development that will provide Jurupa Valley residents the opportunity to earn a living wage; 5) Fifty-four percent of this project is warehousing and logistics. This is not a mixed-use project.

Anthony Kelly Jr. stated as a former mayor and Council Member for the City of Jurupa Valley, he is opposed to the proposed GPA, as it includes 1 million square feet of warehousing within a residential neighborhood, near a school zone and several religious congregations. He stated that 135 acres of warehousing within the historical residential area of Rubidoux and Belltown will not create prosperity in the community. The dangers and health risks that include truck traffic and pollution from such a development heavily outweigh any benefit.

Jamila Lenoir spoke in opposition to the proposed GPA. She outlined the history of the Emerald Meadows project on Wallace Street. She voiced a concern that the proposed project would bring traffic congestion to the Rubidoux area.

Maria Ysais spoke in opposition to the proposed GPA.

Debbie Nunez Miklovich voiced opposition to the proposed GPA as she is concerned about the traffic, noise and pollution that the warehouses will cause.

Corey Moore voiced opposition to the proposed GPA. Given the housing shortage faced by the state and the resultant mandates on creating affordable housing, he is opposed to removing residential zoning in order to create new warehousing.

Brenda Lane voiced opposition to the proposed GPA and encouraged the Council to vote no on the project.

Carol Crouch spoke in opposition to the proposed GPA, stating that this is a gateway to the City of Jurupa Valley and should be developed with beautiful, welcoming neighborhoods, parks, and open space. Jurupa Valley deserves better than more warehousing.

Betty Anderson spoke in opposition to the proposed GPA which would allow warehouse and distribution uses in the Emerald Meadows area of Rubidoux. She commented that the City is already oversaturated with warehouses and the logistics industry. In addition, the proposed project will add truck traffic to the already existing truck traffic on the 60 Freeway from the warehouses in Riverside, Moreno Valley, and the Perris Valley.

Leslie Hill spoke in opposition to the proposed GPA as the amount of traffic that warehousing will cause will only lead to collisions, community damage and even fatalities.

Wendy Mello spoke in opposition to the proposed GPA as the community has the worst air quality in the nation. She encouraged the Council to fight for the health of residents by not allowing more toxic air as well as the many other negative impacts additional warehouses would bring.

JoMar Lenoir spoke in opposition to the proposed GPA as constructing warehouses on residential streets will devalue the homes in that community.

Valerie Warhop spoke in opposition to the proposed GPA. She has lived on Wallace Street since 1960 and is still waiting for this area to be developed with sidewalks. She asked when will Rubidoux matter.

Brent McManigal, representing the applicant, stated that the applicant wants to bring a vibrant and modern multi-use project to the city as a gateway to the city and they respectfully request that the Council provide them the opportunity to start the process.

Further discussion followed.

Council Member Brian Berkson voiced a concern that the developer will have 110 acres worth of warehouse and logistics and no official game plan on how those trucks will be getting on and off the freeway which leads him to believe that most of the semi-trucks will be travelling through residential areas to get on and off the freeway.

Mayor Lorena Barajas voiced support of the other components of the project which consists of retail, commercial, and residential housing. However, she does not support the addition of the 1.5 million warehousing and logistics component. She stated that this is the very thing that the Council is trying to avoid. The Council has worked very hard to reduce these types of projects as they pose a significant risk to residents. She stated that the community benefits do not outweigh the risks to residents as the project will bring additional truck traffic and air pollution.

Mayor Pro Tem Chris Barajas provided a history of previous Council Actions that included 1) a truck stop without any kind of physical barriers next to the Mira

Loma Village; and 2) a new overlay to build warehouses outside the Mira Loma Overlay. As a result, this Council has learned what not to do. He discussed options for the developer including reducing the amount of warehousing and adding roundabouts, which would prevent truck traffic in residential areas.

Council Member Guillermo Silva noted that residents are tired of these types of projects and he would like to see more information regarding the community benefits.

Council Member Leslie Altamirano stated that she supports the commercial and residential components of the project; however, she does not support the developer's plan to build 1.5 million square feet of warehouse and logistic uses.

Mayor Pro Tem Chris Barajas recommended that the developer work with the Jurupa Area Recreation and Park District and the Jurupa Unified School District to determine the amount of land that will be needed to build the proposed parks and schools. He also suggested that the developer provide a more accurate picture of what they are proposing.

Further discussion followed.

A motion was made by Council Member Brian Berkson, seconded by Mayor Pro Tem Chris Barajas, to table this item and defer action until a later time.

Ayes:	L. Altamirano, C. Barajas, L. Barajas, B. Berkson, G. Silva
Noes:	None
Absent:	None

MINUTES OF THE REGULAR MEETING OF THE JURUPA VALLEY CITY COUNCIL April 15, 2021

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

1. 5:00 PM - CALL TO ORDER AND ROLL CALL FOR COUNCIL WORKSHOP

- Lorena Barajas, Mayor
- Chris Barajas, Mayor Pro Tem
- Leslie Altamirano, Council Member
- Brian Berkson, Council Member
- Guillermo Silva, Council Member

Mayor Pro Tem Chris Barajas called the Council Workshop to order at 5:05 p.m. Council Member Brian Berkson participated via teleconference. Mayor Lorena Barajas and Council Member Leslie Altamirano were absent.

2. COUNCIL WORKSHOP – SMART CITIES AND BROADBAND

Tim Jonasson, Senior Manager, Development Services, gave a presentation on how Jurupa Valley can become a Smart Community. He provided an overview of how a Fiber Optics Master Plan could provide several community benefit components, which includes improved broadband for business attraction, resiliency of having a fiber system in place for improved emergency services, public Wi-Fi, and telemedicine for improved healthcare. He outlined the potential for grant funding through the Covid Relief and Infrastructure Grants as proposed under the American Rescue Plan Act and the Moving Forward Infrastructure Act.

Council Member Leslie Altamirano arrived at 5:15 p.m.

Further discussion followed.

3. 6:00 PM - STUDY SESSION

A. INTRODUCTION TO THE 6TH CYCLE HOUSING ELEMENT UPDATE AND PRELIMINARY SITES INVENTORY

Jean Ward, Housing Element Project Manager introduced Mary Wright, Civic Solutions, Inc. and Veronica Tam, Veronica Tam & Associates. Ms. Ward gave a presentation on the Housing Element Update, which included information on the Housing Element requirements and Regional Housing Needs Assessment, potential housing sites, new housing laws, and the process and schedule to complete the Housing Element Update. Mary Wright gave an overview of the City's demographics and current housing stock. Ms. Ward outlined the City's General Plan Housing Goals and provided an overview of new housing laws as they relate to the City's Housing Element. She noted that this will be brought back at a Joint Study Session with the Planning Commission on May 20, 2021.

Further discussion followed.

4. 7:00 PM - CALL TO ORDER AND ROLL CALL FOR REGULAR SESSION

- Lorena Barajas, Mayor
- Chris Barajas, Mayor Pro Tem
- Leslie Altamirano, Council Member
- Brian Berkson, Council Member
- Guillermo Silva, Council Member

Mayor Pro Tem Chris Barajas called the regular meeting to order at 7:00 p.m. Mayor Lorena Barajas was absent and Council Member Brian Berkson participated via teleconference.

- 5. **INVOCATION** was given by Pastor Alejandro Rios from Iglesia Cristiana Bautista Nueva Esperanza Church.
- 6. **PLEDGE OF ALLEGIANCE** was led by Council Member Guillermo Silva.

7. APPROVAL OF AGENDA

A motion was made by Council Member Guillermo Silva, seconded by Council Member Leslie Altamirano, to approve the Agenda. A roll call vote was taken.

Roll Call:

Ayes:L. Altamirano, C. Barajas, B. Berkson, G. SilvaNoes:NoneAbsent:L. Barajas

8. **PRESENTATIONS**

A. PROCLAIMING APRIL 22, 2021 AS EARTH DAY IN JURUPA VALLEY

Mayor Pro Tem Chris Barajas proclaimed April 22, 2021 as Earth Day in Jurupa Valley. The proclamation encourages all citizens, businesses, and institutions to use Earth Day to celebrate the Earth and to promote environmental and climate literacy. The Proclamation will be posted on the City's website at <u>www.jurupavalley.org</u>.

Mayor Pro Tem Chris Barajas announced that the City's next Community Cleanup Day will be held Saturday, April 24, 2021 from 8:30 am to 11:00 am. Further

information is available by contacting Terri Rollings at City Hall or by visiting the City's website. Volunteers are welcome.

9. PUBLIC APPEARANCE/COMMENTS

Council Member Leslie Altamirano reminded residents of the following Covid-19 vaccination sites that are currently available in Jurupa Valley: 1) Eddie Dee Smith Senior Center, 2) Jurupa Community Center, and 3) the Skyview Event Center. The dates and times are posted on the City's website.

Mayor Pro Tem Chris Barajas announced an additional vaccination site at the Sikh Gurdwara Temple. He urged everyone who is eligible to get vaccinated.

10. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

Spencer Rogers urged the Council to open the City Council meetings to the public. He stated that there is no longer a valid reason to close the meetings as long as the proper health protocols are being followed. He voiced a concern about the number of "unlicensed taco vendors" who operate on Friday and Saturday nights.

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

A. MAYOR PRO TEM CHRIS BARAJAS

- 1. Mayor Pro Tem Barajas gave an update on the Western Riverside Council of Governments Executive Committee meeting of April 5, 2021.
- 2. Mayor Pro Tem Barajas gave an update on the Western Riverside Council of Governments – Administration & Finance Committee meeting of April 14, 2021.
- 3. Mayor Pro Tem Barajas gave an update on the Western Community Energy Joint meeting of the Board of Directors and Technical Advisory Committee meeting of April 14, 2021.

B. COUNCIL MEMBER LESLIE ALTAMIRANO

1. Council Member Altamirano gave an update on the Northwest Mosquito and Vector Control District meeting of April 15, 2021.

C. COUNCIL MEMBER BRIAN BERKSON

- 1. Council Member Berkson gave an update on the Metrolink / Southern California Regional Rail Authority meeting of April 9, 2021.
- 2. Council Member Berkson gave an update on the Riverside County Transportation Commission meeting of April 14, 2021.
- **3.** Council Member Berkson gave an update on the Transportation Now Coalition meeting of April 15, 2021.
- 4. Council Member Berkson gave an update on the Mobile Source Air Pollution Reduction Review Committee meeting of April 15, 2021.

12. CITY MANAGER'S UPDATE

City Manager Rod Butler reported that he will schedule a discussion item on opening up the City Council meetings to the public at the May 6, 2021 Council meeting. He gave an update on the number of new Covid-19 vaccination sites that will be available in the City of Jurupa Valley. The City's website will be updated to include the most up-to-date information.

13. SHERIFF'S DEPARTMENT UPDATE

Lieutenant Danny Young introduced the members of the P.O.P (Police Oriented Policing) Team who gave a presentation on their activities, response times, and assessment data using the SARA model. (Scanning, Analysis, Response, and Assessment).

Members of the City Council expressed their appreciation to the Sheriff's Department for their service to the community.

14. APPROVAL OF MINUTES

A. APRIL 1, 2021 REGULAR MEETING

A motion was made by Council Member Guillermo Silva, seconded by Council Member Leslie Altamirano, to approve the Minutes of the April 1, 2021 regular meeting. A roll call vote was taken.

Roll Call:

Ayes:L. Altamirano, C. Barajas, B. Berkson, G. SilvaNoes:NoneAbsent:L. Barajas

15. 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. ORDINANCE NO. 2021-08

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2021-08, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING SECTIONS 9.145.020 ("USES PERMITTED") AND 9.145.050 ("DEVELOPMENT STANDARDS") OF CHAPTER 9.145 ("I-P ZONE (INDUSTRIAL PARK)") OF TITLE 9 ("PLANNING AND ZONING") OF THE JURUPA VALLEY MUNICIPAL CODE CONCERNING EMERGENCY SHELTER DEVELOPMENT STANDARDS, AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061 (B) (3) OF THE CEQA GUIDELINES

C. ORDINANCE NO. 2021-09

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2021-09, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING THE JURUPA VALLEY MUNICIPAL CODE TO REPLACE THE TERM "PLANNING DIRECTOR" TO "COMMUNITY DEVELOPMENT DIRECTOR," AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061 (B) (3) OF THE CEQA GUIDELINES

D. RELEASE OF IMPROVEMENT BONDS FOR PUBLIC IMPROVEMENTS ON FINAL TRACT MAP 28851 LOCATED NORTH OF GRANITE HILL DRIVE BETWEEN PYRITE STREET AND VALLEY WAY (FAR WEST INDUSTRIES)

- **1.** Requested Action: That the City Council authorize the City Manager to record the Notice of Completion; and
- **2.** Authorize the City Engineer to release the Performance Bond and Material and Labor Bond for the public improvements.

E. ACCEPTANCE OF QUITCLAIM DEEDS TO THE CITY OF JURUPA VALLEY FOR ROAD SYSTEM PROPERTIES CRESTMORE ALLEY (APN 181-130-009) AND GALENA REMNANT (APN 166-050-003)

1. Requested Action: That the City Council adopt Resolution No. 2021-23, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACCEPTING QUITCLAIM DEEDS TO THE CITY OF JURUP AVALLEY FOR ROAD SYSTEM PROPERTIES CRESTMORE ALLEY (APN 181-130-009) AND GALENA REMNANT (APN 166-050-003)

- **2.** That the City Council authorize the Mayor to sign the Certificate of Acceptance of the quitclaim deed; and
- **3.** That the City Council authorize the City Manager to sign the Transfer Agreement from the County of Riverside to the City of Jurupa Valley for Road System Properties Crestmore Alley (APN 181-130-009) and Galena Remnant (APN 166-050-003).

The City Attorney stated that Council Member Berkson will abstain on Item 15.D on the Consent Calendar, the release of subdivision bonds for Tract 28851, because he works for the developer, Far West Industries. He may vote to approve the Consent Calendar as the motion will include his abstention on this item. This explanation will be noted in the minutes of the Meeting.

A motion was made by Council Member Leslie Altamirano, seconded by Council Member Guillermo Silva, to approve the Consent Calendar. A roll call vote was taken.

Roll Call:

Ayes:L. Altamirano, C. Barajas, B. Berkson, G. SilvaNoes:NoneAbsent:L. Barajas

16. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

17. PUBLIC HEARINGS

A. PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION UPDATING THE LOCAL DEVELOPMENT MITIGATION FEE FOR FUNDING THE PRESERVATION OF NATURAL ECOSYSTEMS IN

ACCORDANCE WITH THE WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES HABITAT CONSERVATION PLAN AND INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 3.80, WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES HABITAT CONSERVATION PLAN MITIGATION FEE ORDINANCE, OF THE JURUPA VALLEY MUNICIPAL CODE

Staff report presented by Joe Perez, Community Development Director. Mr. Perez reported that the City is a member of the Western Riverside County Regional Conservation Authority. Its goal is to acquire, administer, and maintain various portions of land to protect endangered plants, biological resources, and endangered species throughout Riverside County. The local development mitigation fee was established to mitigate impacts to sensitive biological resources. The money is used to acquire land for conservation purposes and to provide natural habitats. He identified the current fees and the two phased-in proposed fees. He announced that Aaron Hake, Regional Conservation Deputy Executive Director at the Riverside County Transportation Commission is available to answer any questions.

Mayor Pro Tem Chris Barajas opened the public hearing.

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

A motion was made by Council Member Leslie Altamirano, seconded by Council Member Guillermo Silva, to adopt the Western Riverside County Multiple Species Habitat Conservation Plan 2020 Nexus Fee Study Update; and introduce Ordinance No. 2021-10, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY AMENDING THE JURUPA VALLEY MUNICIPAL CODE TO UPDATE THE LOCAL DEVELOPMENT MITIGATION FEE FOR FUNDING THE PRESERVATION OF NATURAL ECOSYSTEMS IN ACCORDANCE WITH THE WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES HABITAT CONSERVATION PLAN

A roll call vote was taken.

Roll Call:

Ayes:L. Altamirano, C. Barajas, B. Berkson, G. SilvaNoes:NoneAbsent:L. Barajas

A motion was made by Council Member Leslie Altamirano, seconded by Council Member Guillermo Silva, to adopt Resolution No. 2021-24, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ESTABLISHING THE WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES HABITAT CONSERVATION PLAN LOCAL DEVELOPMENT MITIGATION FEE APPLICABLE TO ALL DEVELOPMENTS IN THE PLAN AREA

A roll call vote was taken.

Roll Call:

Ayes:L. Altamirano, C. Barajas, B. Berkson, G. SilvaNoes:NoneAbsent:L. Barajas

18. COUNCIL BUSINESS

A. RESOLUTION APPROVING CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE OFFERING AND SALE OF CERTIFICATES OF PARTICIPATION TO FINANCE THE COST OF PURCHASING AND RENOVATING THE FORMER FLEET SERVICES BUILDING LOCATED AT 5293 MISSION BOULEVARD

Staff report presented by Michael Flad, Assistant City Manager.

Mark Pressman, representing Wulf, Hansen & Co., provided additional information and responded to Council's questions.

Further discussion followed.

City Manager Rod Butler provided additional information and responded to Council's questions.

Following discussion, Council Member Brian Berkson suggested a higher down payment might reduce the overall impact to the debt service costs.

A motion was made by Council Member Guillermo Silva, seconded by Council Member Leslie Altamirano, to adopt Resolution No. 2021-27, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, **APPROVING** THE FORM AND AUTHORIZING THE EXECUTION OF CERTAIN LEASE FINANCING DOCUMENTS IN CONNECTION WITH THE OFFERING AND SALE OF CERTIFICATES OF PARTICIPATION RELATING THERETO TO FINANCE THE COST OF PURCHASING AND RENOVATING AN **EXISTING BUILDING** FROM **RIVERSIDE COUNTY** AND

AUTHORIZING AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

A roll call vote was taken.

Roll Call:

Ayes:L. Altamirano, C. Barajas, B. Berkson, G. SilvaNoes:NoneAbsent:L. Barajas

B. ADOPTION OF THE LIST OF PROJECTS FOR FISCAL YEAR 2021/2022 FUNDED BY SENATE BILL 1 AND THE FIVE-YEAR MEASURE 'A' LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PROGRAM

Staff report presented by Paul Toor, Director of Public Works/City Engineer.

Further discussion followed.

Chase Keys, CIP Project Manager, provided additional information and responded to Council's questions.

A motion was made by Council Member Leslie Altamirano, seconded by Council Member Guillermo Silva, to adopt Resolution No. 2021-25, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021/22 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

A roll call vote was taken.

Roll Call:

Ayes:L. Altamirano, C. Barajas, B. Berkson, G. SilvaNoes:NoneAbsent:L. Barajas

A motion was made by Council Member Leslie Altamirano, seconded by Council Member Guillermo Silva, to adopt Resolution No. 2021-26, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING THE FIVE-YEAR MEASURE "A" LOCAL STREETS AND ROADS CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2021/2022 THROUGH 2025/2026 A roll call vote was taken.

Roll Call:

Ayes:L. Altamirano, C. Barajas, B. Berkson, G. SilvaNoes:NoneAbsent:L. Barajas

19. CITY ATTORNEY'S REPORT

City Attorney Peter Thorson had no report.

20. COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Guillermo Silva thanked City staff for their efforts.

Council Member Leslie Altamirano expressed appreciation to City Manager Rod Butler for his support and his work behind the scenes especially his assistance in getting the City's vaccine sites up and running.

Mayor Pro Tem Chris Barajas stated that Jurupa Valley is very quickly becoming the major site for the Covid-19 vaccinations. He urged residents to get the vaccine.

21. ADJOURNMENT

There being no further business before the City Council, Mayor Pro Tem Chris Barajas adjourned the meeting at 9:30 p.m.

The next meeting of the Jurupa Valley City Council will be held May 6, 2021 at 7:00 p.m. at the City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509.

Respectfully submitted,

Victoria Wasko, CMC City Clerk RETURN TO AGENDA City of Jurupa Valley

STAFF REPORT

DATE: APRIL 1, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:ROD BUTLER, CITY MANAGERBY:CONNIE CARDENAS, ADMINISTRATIVE SERVICES DIRECTOR

SUBJECT: AGENDA ITEM NO. 13.B

CHECK REGISTERS

RECOMMENDATION

That the City Council ratify the check registers dated February 25, 2021 and March 4, 11, and 18, 2021 as well as the payroll register dated February 28, 2021 and March 5, and 19, 2021.

The City Council of the City of Jurupa Valley authorizes expenditures through the annual budget process. The FY 2020-21 Budget was adopted on June 18, 2020. Expenditures not included in the annual budget process are approved by resolution throughout the fiscal year.

ANALYSIS

All expenditures on the attached check registers have been approved by the City Council and are in conformance with the authority provided by Section 37208 of the Government Code. The check register dated March 11, 2021 included a \$9,670.97 payment to Chase Card Services. The Statement, with purchase details, is attached herewith.

OTHER INFORMATION

None.

FINANCIAL IMPACT

Check registers:

02/25/21	\$ 1,531,035.45
03/04/21	\$ 288,334.97
03/11/21	\$ 3,001,196.34
03/18/21	\$ 1,834,035.33

Payroll registers:

02/28/21	\$	3,379.16
03/05/21	\$	130,301.81
03/19/21	*\$	107,941.39

TOTAL <u>\$6,896,224.45</u>

ALTERNATIVES

1. Not ratify the attached check registers.

Prepared by:

Connie Cardenas Administrative Services Director

Submitted by:

Rod B. Butler City Manager

Attachments:

- 1. Check registers dated February 25, 2021 and March 4, 11, and 18, 2021.
- 2. Payroll registers dated February 28, 2021 and March 5, and 19, 2021.

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Final Check List City of Jurupa Valley

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Bank : chase CHASE BANK

Check # Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
14752 3/25/2021 Voucher:	02683	ALEXANDER, CARRINGTON	BD-2017-12419	3/22/2021	BD-2017-12419 BLDG REIMB	1,352.97	1,352.97
14753 3/25/2021 Voucher:	01526	ALMONTE, JOSE	B20-000584	3/22/2021	B20-000584 BLDG REIMB 518	349.30	349.30
14754 3/25/2021 Voucher:	02709	ANTOJITOS TIERRA CALIENT	TILEAP-2020#32	1/12/2021	APP.#32 LEAP 2020 GRANT F	3,500.00	3,500.00
14755 3/25/2021 Voucher:	02702	ASKARI, KNICKO H R	EC-8930-1	3/4/2021	CLEAN UP & DISPOSAL- ROC	12,450.00	12,450.00
14756 3/25/2021 Voucher:	02038	ASTORGA, JOSE	B20-001653	3/22/2021	B20-001653 BLDG REIMB 356	109.00	109.00
14757 3/25/2021 Voucher:	00097	AWESOME AWARDS	LEAP-2020#33	1/15/2021	APP.#33 LEAP 2020 GRANT F	3,500.00	3,500.00
14758 3/25/2021 Voucher:	00097	AWESOME AWARDS	27529 27524	3/18/2021 3/25/2021	ENGRAVED GAVEL FOR MAY	21.55 10.78	32.33
14759 3/25/2021 Voucher:	02577	BAKER, MELISSA	B20-000489	3/22/2021	B20-000489 BLDG REIMB 102	1,244.90	1,244.90
14760 3/25/2021 Voucher:	02680	BEAVER, DALE	BD-2018-17575	3/22/2021	BD-2018-17575 BLDG REIMB :	91.81	. 91.81
14761 3/25/2021 Voucher:	02687	BECERRIL, GERARDO	B20-001480	3/22/2021	B20-001480 BLDG REIMB 634	180.00	180.00
14762 3/25/2021 Voucher:	02672	BENAVIDES, MARIA	BD-2016-9551	3/19/2021	BD-2016-9551 BLDG REIMB 6(574.92	574.92
14763 3/25/2021 Voucher:	02675	BENITEZ, LUIS	BD-2015-8204	3/19/2021	BD-2015-8204 BLDG REIMB 1"	67.22	67.22
14764 3/25/2021 Voucher:	01546	BMW MOTORCYCLES OF, RI	V6026664 6026681	3/3/2021 3/4/2021	SHERIFF'S MOTORCYCLE- RI SHERIFF'S MOTORCYCLE-RE	2,219.21 51.97	2,271.18
14765 3/25/2021 Voucher:	02681	BRAVO, JORGE	BD-2018-16707		BD-2018-16707 BLDG REIMB	723.87	723.87
14766 3/25/2021 Voucher:	00058	CA BUILDING STANDARDS C	C123020	3/25/2021	OCT- DEC 2020 GREEN BLDC	4,390.20	4,390.20
14767 3/25/2021 Voucher:	02676	CARRILLO, JUAN C.	BD-2016-10838	3/22/2021	BD-2016-10838 BLDG REIMB ;	200.33	200.33
14768 3/25/2021 Voucher:	01299	CDL ASSOCIATES	B19-000389	3/22/2021	B19-000389 BLDG REIMB 102-	345.70	345.70

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Check # Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
14769 3/25/2021 Voucher:	02693	CENTRICA BUSINESS SOLUT	TB20-000923	3/22/2021	B20-000923 BLDG REIMB 481	213.60	213.60
14770 3/25/2021 Voucher:	02393	CHARTER COMMUNICATION			MAR 2021 BUSINESS INTERN	2,503.28	_
	00004		1034343032121		APR 2021 BUSINESS VOICE	149.97	2,653.25
14771 3/25/2021 Voucher:	5 D/532 S	CITY OF BREA, - ACCOUNT	RASI1000984	3/9/2021	FEB 2021 IT SVCS	2,949.00	2,949.00
14772 3/25/2021 Voucher:	00997	CROWN CASTLE	BD-2019-18810	3/22/2021	BD-2019-18810 BLDG REIMB -	362.35	362.35
14773 3/25/2021 Voucher:	02262	CRPF IV, BEDFORD LLC	BD-2017-14491	3/22/2021	BD-2017-14491 BLDG REIMB 4	10,021.55	10,021.55
14774 3/25/2021 Voucher:	02692	CUMMINGS, BARBARA	B20-001640	3/22/2021	B20-001640 BLDG REIMB 112 ⁻	289.25	289.25
14775 3/25/2021	00910	D. R. HORTON	BD-2014-4735	3/19/2021	BD-2014-4735 BLDG REIMB T	19,386.39	
Voucher:			BD-2016-10474		BD-2016-10474 BLDG REIMB	797.70	20,184.09
14776 3/25/2021	02569	DEMITRIS, ANDREAS	B20-001089	3/22/2021	B20-001089 BLDG REIMB 407	344.00	344.00
Voucher:			220 001000	0/22/2021	BED COTOCO BEBCS MEIMIB 401	344.00	344.00
14777 3/25/2021 Voucher:	02678	DEPENDABLE SEPTIC SERVI	(B20-001649	3/22/2021	B20-001649 BLDG REIMB 105	122.00	122.00
14778 3/25/2021 Voucher:	00057	DEPT OF CONSERVATION	123020	3/25/2021	OCT- DEC 2020 SEISMIC FEE	18,788.56	18,788.56
14779 3/25/2021 Voucher:	02627	DESIGNED CONVEYOR SYST	FIB20-001328	3/22/2021	B20-001328 BLDG REIMB 112(461.20	461.20
14780 3/25/2021	02604	DC CONSTRUCTION	D00 004704	0/00/0004			
Voucher:		DG CONSTRUCTION	B20-001731	3/22/2021	B20-001731 BLDG REIMB 457	286.50	286.50
14781 3/25/2021	00589	ECS IMAGING, INC	15535	11/3/2020	BLDG & SAFETY DEPT SCAN	12,204.91	
Voucher:			15403	9/16/2020	BLDG & SAFETY DEPT SCAN	1,062.56	13,267.47
14782 3/25/2021	00015	EDISON - SOUTHERN CALIFO	02-34-593-4541	3/19/2021	CITY HALL ELECTRIC CHARG	2,210.69	1. (1990) Contraction (1997)
Voucher:			2-35-433-9657	3/19/2021	PUMP STATION ELECTRIC	23.93	
			2-38-506-3359	3/19/2021	STREET LIGHT ELECTRIC	15.39	
			2-43-042-4069	3/19/2021	CFD IRR ELECTRICAL CHAR(14.78	2,264.79
14783 3/25/2021 Voucher:	02658	ENVIRONMENTAL ASSESSME	EB20-000542	3/22/2021	B20-000542 BLDG REIMB 521	142.00	142.00
14784 3/25/2021 Voucher:	02673	FRAGOSO, FRANCISCO	BD-2016-11488	3/22/2021	BD-2016-11488 BLDG REIMB §	154.65	154.65

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Bank : chase CHASE BANK		(Continued	1)					
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/25/2021 oucher:	00218	FREEMAN & SONS FINE RES	1B20-000493	3/22/2021	B20-000493 BLDG REIMB 716	113.90	113.90
	3/25/2021 oucher:	02701	GOMEZ, SERGIO	BD-2018-16657	3/22/2021	BD-2018-16657 BLDG REIMB -	201.20	201.20
	3/25/2021 oucher:	02679	GONZALES, RUBEN	BD-2018-16991	3/22/2021	BD-2018-16991 BLDG REIMB 4	37.43	37.43
14788 3	3/25/2021 oucher:	02336	GREGG ELECTRIC	B19-001076 B19-001077	3/22/2021 3/22/2021	B19-001076 BLDG REIMB 111(B19-001077 BLDG REIMB 112(520.65 520.65	1,041.30
14789 3	3/25/2021 oucher:	00055	INTELLI-TECH	14745	3/2/2021	HP PRINTER	1,074.27	1,074.27
	3/25/2021 oucher:	02688	JENKINS, MILLARD	B20-000409	3/22/2021	B20-000409 BLDG REIMB 637	1,329.90	1,329.90
14791 3	3/25/2021 oucher:	00679	JURUPA AREA PARK AND REG	27 8	2/3/2021 3/17/2021	JAN 2021 MNGMT SVCS EDD FEB 2021 MNGMT SVCS EDD	9,172.67 9,014.76	18,187.43
	3/25/2021 oucher:	00199	JURUPA COMMUNITY SERVIC	243927-003 41884-002 43055-002 43074-002 40265-002 21722-002 43381-002 43864-002 40916-002 41009-002 43868-002 40164-002 40895-002 21845-002 40893-002 42064-002 21723-002	3/10/2021 3/10/2021 3/10/2021 3/10/2021 3/10/2021 3/10/2021 3/10/2021 3/10/2021 3/10/2021 3/10/2021 3/10/2021 3/10/2021 3/10/2021 3/10/2021 3/10/2021	CFD WATER CHARGES CFD WATER CHARGES LLMD WATER CHARGES CFD WATER CHARGES LLMD WATER CHARGES LLMD WATER CHARGES LLMD WATER CHARGES CFD IRR WATER CHARGES LLMD WATER CHARGES LLMD WATER CHARGES LLMD WATER CHARGES CFD IRRI WATER CHARGES IRR WATER CHARGES CFD WATER CHARGES LLMD WATER CHARGES LLMD WATER CHARGES LLMD WATER CHARGES LLMD WATER CHARGES	177.96 160.30 154.26 150.70 143.66 132.62 130.94 113.98 113.98 111.54 92.46 81.06 79.70 69.14 66.90 60.66 60.66	
	3/25/2021 oucher:	02677	LEGACY AIR HVAC LLC	B20-001079	3/10/2021 3/22/2021	LLMD WATER CHARGES B20-001079 BLDG REIMB 378;	47.82 62.40	1,948.34 62.40

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Final Check List City of Jurupa Valley

Bank	: chase C	HASE BAN	K (Continue	d)				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/25/2021 Voucher:	00685	LENNAR HOMES OF CA	BD-2015-8481 BD-2015-8482 BD-2015-7802	3/19/2021 3/19/2021 3/19/2021	BD-2015-8481 BLDG REIMB TI BD-2015-8482 BLDG REIMB TI BD-2015-8482 BLDG REIMB TI	5,184.09 4,593.00	10 000 57
	3/25/2021 Voucher:	02025	LOPEZ, JOSE	B20-001932	3/22/2021	BD-2015-7802 BLDG REIMB 1 ⁻ B20-001932 BLDG REIMB 531 ⁻	585.48 286.50	10,362.57 286.50
	3/25/2021 Voucher:	02710	LOPEZ, JUAN	BOND20-0003	3/24/2021	BOND20-0003 ENGINEERING	1,350.00	1,350.00
	3/25/2021 Voucher:		MCINTIRE, JOSHUA	B20-000481	3/22/2021	B20-000481 BLDG REIMB 804	1,673.20	1,673.20
	3/25/2021 Voucher:		MDT INC.	B20-001285	3/22/2021	B20-001285 BLDG REIMB 825	175.25	175.25
	3/25/2021 Voucher:	02686	MEDINA, JR	B20-000256 B20-000255 B20-000252	3/22/2021 3/22/2021 3/22/2021	B20-000256 BLDG REIMB 438 B20-000255 BLDG REIMB 438 B20-000252 BLDG REIMB 442	708.95 706.45 531.45	1,946.85
	3/25/2021 Voucher:	02707	METRO BY T-MOBILE	MA20123	3/18/2021	MA20123 PLAN. REIMB. 8980	225.00	225.00
	3/25/2021 Voucher:		MORALES, RODRIGO	B20-001555	3/22/2021	B20-001555 BLDG REIMB 591	180.00	180.00
	3/25/2021 Voucher:		NGUYEN, ELIZABETH	B20-000696	3/22/2021	B20-000696 BLDG REIMB 623	1,072.20	1,072.20
	3/25/2021 Voucher:		PENA, GONZALO	B20-000405	3/22/2021	B20-000405 BLDG REIMB 747	1,760.65	1,760.65
	3/25/2021 Voucher:		PLATINUM REPAIR INC.	B20-001643	3/22/2021	B20-001643 BLDG REIMB 629	142.00	142.00
	3/25/2021 Voucher:	02689	PODLAGAR, VAUN	B19-000056	3/22/2021	B19-000056 BLDG REIMB 543,	177.25	177.25
	3/25/2021 Voucher:	02706	PRIMM BELLEGRAVE BUSIN	E MA20153	3/18/2021	MA20153 PLAN. REIMB. 10266	1,138.48	1,138.48
	3/25/2021 Voucher:	02283	PROFICIENCY RUBIDOUX LL	_C032221	3/22/2021	MA20193 AGUA MANSA EQ. T	200.00	200.00
	3/25/2021 Voucher:	01228	PUBLIC AGENCY RETIREME	N47703	3/11/2021	JAN 2021 REP FEES	347.79	347.79
	3/25/2021 Voucher:	02022	QUADIENT LEASING USA, IN	ICN8767230	3/9/2021	4/9/21-7/8/21 POSTAGE MACH	755.16	755.16

Final Check List City of Jurupa Valley

Bank : chase C	HASE BANK	(Continued	i)				
Check # Date	Vendor	·	Invoice	Inv Date	Description	Amount Paid	Check Total
14810 3/25/2021 Voucher:	02096	RAMIREZ, RIGOBERTO	B20-000527	3/22/2021	B20-000527 BLDG REIMB 495	550.80	550.80
14811 3/25/2021 Voucher:	00262	RIVSIDE CNTY DEPT ANIMAI	AN0000002171	3/18/2021	FEB 2021 ANIMAL SVCS	37,863.68	37,863.68
14812 3/25/2021 Voucher:	02708	RODGERS, ANNETTE	B20-001909	3/23/2021	B20-001909 BLDG REIMB 544,	52.60	52.60
14813 3/25/2021 Voucher:	02704	ROSS, GLENN	MA18092	3/18/2021	MA18092 PLAN. REIMB. APN	2,100.00	2,100.00
14814 3/25/2021 Voucher: 14815 3/25/2021 Voucher: 14816 3/25/2021	01081	RUBIDOUX COMMUNITY SVO SAFEWAY SIGN COMPANY SOFTSCAPES CORPORATION	15058100-00 15036200-02 15058000-00 15058200-00 15013000-01 15062100-00 15026710-00 15012980-01 15036210-01 15058400-00 51152 51153	3/10/2021 3/10/2021 3/10/2021 3/10/2021 3/10/2021 3/10/2021 3/10/2021 3/10/2021 3/10/2021 3/10/2021 3/10/2021 3/10/2021 3/10/2021	RCSD LLMD WATER CHARGE RCSD LLMD WATER CHARGE RCSD JV BOXING CLUB WAT RCSD LLMD WATER CHARGE RCSD JV BOXING CLUB IRRI(RCSD LLMD WATER CHARGE STREET SIGNS STREET SIGNS	774.95 214.05 195.43 131.43 130.24 86.82 86.82 65.92 58.24 44.74 29.73 4,120.13 258.71 8,200.00	1,818.37 4,378.84
Voucher:			2038 2025 2023 2036 2026 2024 2022 2020 2021 2037 2030	3/12/2021 3/1/2021 3/1/2021 3/1/2021 3/1/2021 3/1/2021 3/1/2021 3/1/2021 3/1/2021 3/1/2021 3/1/2021 3/1/2021	FEB 2021 LANDSCAPE MAINT FEB 2021 LANDSCAPE MAINT MAR 2021 LANDSCAPE MAINT	4,895.36 3,945.80 3,213.78 2,923.77 2,577.08 428.74 415.00 350.00 350.00 339.34 150.00	
14817 3/25/2021 Voucher:	02349	STERICYCLE, INC.	8181633218	3/15/2021	MAR 2021 RECYCLE	98.10	27,788.87 98.10

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Bank	: chase C	HASE BANK	C (Continued	(k				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	3/25/2021 Voucher:	02674	STREAMLINE PERMITS	BD-2016-10425	3/19/2021	BD-2016-10425 BLDG REIMB -	379.18	379.18
	3/25/2021 Voucher:	00370	T&B PLANNING, INC	21-7409	3/16/2021	CS19001 FEB 2021 AGUE MAI	4,516.25	4,516.25
	3/25/2021 Voucher:	02399	TESLA ENERGY	B20-001471	3/22/2021	B20-001471 BLDG REIMB 601	170.40	170.40
	3/25/2021 Voucher:	02221	THE RACK DEPOT	B19-000836	3/22/2021	B19-000836 BLDG REIMB 340	213.25	213.25
	3/25/2021 Voucher:	02699	UNITED PAVING INC.	BD-2019-18464	3/22/2021	BD-2019-18464 BLDG REIMB {	292.74	292.74
	3/25/2021 Voucher:	02700	VALLEJO, JAIME	BD-2015-6704	3/19/2021	BD-2015-6704 BLDG REIMB 6	739.02	739.02
	3/25/2021 Voucher:	00698	VIRTUAL GRAFITTI, INC	1027404	3/16/2021	UTP RENEWAL FOR 1YR & H	2,025.00	2,025.00
	3/25/2021 Voucher:	02682	WALDEN, CARLA	BD-2017-13497	3/22/2021	BD-2017-13497 BLDG REIMB	33.40	33.40
	3/25/2021 Voucher:	02696	WANG, WILLIAM	B20-001615	3/22/2021	B20-001615 BLDG REIMB 600	254.90	254.90
	3/25/2021 Voucher:	00881	WILLIAM LYON HOMES	BD-2014-5179 BD-2019-18727 BD-2016-11946	3/19/2021 3/22/2021 3/22/2021	BD-2014-5179 BLDG REIMB 5(BD-2019-18727 BLDG REIMB ⁻ BD-2016-11946 BLDG REIMB ⁻	733.38 661.46 30.29	1,425.13
						Sub total for	CHASE BANK:	234,377.59

76 checks in this report.

Grand Total All Checks: 234,377.59

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Check # Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
14828 4/1/2021 Voucher:	02716	ACOSTA, ALFRED	B20-001904	3/29/2021	B20-001904 BLDG REIMB 127:	35.50	35.50
14829 4/1/2021 Voucher:	00097	AWESOME AWARDS	27524 27529	3/25/2021 3/18/2021	PLAQUE FOR SEAN MCGOVE ENGRAVED PLATE ON GAVEI	10.78 10.78	VOID 21.56 reissue
14830 4/1/2021 Voucher:	02721	BRITAIN, PATRICK	B20-000352	3/25/2021	B20-000352 BLDG REIMB 605	30.00	30.00
14831 4/1/2021 Voucher:	02727	CARMONA, ARMANDO OSCA	F020121 010121	2/28/2021 1/31/2021	FEB 2021 PLANNING COMM. JAN 2021 PLANNING COMM.	100.00 50.00	
14832 4/1/2021	02669	CENTURY COMMUNITIES LLC		3/31/2021 3/25/2021	MAR 2021 PLANNING COMM. B19-000965 BLDG REIMB 462-	50.00 692.00	200.00
Voucher:			B19-000980 B19-000968	3/25/2021 3/25/2021	B19-000980 BLDG REIMB 462 B19-000968 BLDG REIMB 461	629.25 621.00	
			B19-000982 B19-000972	3/25/2021 3/25/2021	B19-000982 BLDG REIMB 816 B19-000972 BLDG REIMB 811;	593.75 550.00	
			B19-000973 B19-000966	3/25/2021 3/25/2021	B19-000973 BLDG REIMB 810 B19-000966 BLDG REIMB 461:	550.00 479.00	
			B19-000970 B19-000979	3/25/2021 3/25/2021	B19-000970 BLDG REIMB 813 B19-000979 BLDG REIMB 461	479.00 451.75	
			B19-000962 B19-000978	3/25/2021 3/25/2021	B19-000962 BLDG REIMB 808 B19-000978 BLDG REIMB 460:	443.50 416.25	
			B19-000983 B19-000964 B10-000964	3/25/2021 3/25/2021	B19-000983 BLDG REIMB 814 B19-000964 BLDG REIMB 805:	416.25 408.00	
			B19-000963 B19-000971 B19-000977	3/25/2021 3/25/2021 3/25/2021	B19-000963 BLDG REIMB 807 B19-000971 BLDG REIMB 812	372.50 372.50	
			B19-000981 B19-000969	3/25/2021 3/25/2021 3/25/2021	B19-000977 BLDG REIMB 460; B19-000981 BLDG REIMB 817; B19-000969 BLDG REIMB 462;	345.25 345.25	
		÷	B19-000976 B19-000967	3/25/2021 3/25/2021 3/25/2021	B19-000969 BLDG REIMB 462 B19-000976 BLDG REIMB 462 B19-000967 BLDG REIMB 460	337.00 309.75 266.00	
			B19-000975 B19-000961	3/25/2021 3/25/2021 3/25/2021	B19-000961 BLDG REIMB 815: B19-000961 BLDG REIMB 809:	238.75 230.50	
			B19-000960 B19-000959	3/25/2021 3/25/2021 3/25/2021	B19-000960 BLDG REIMB 808 B19-000960 BLDG REIMB 808 B19-000959 BLDG REIMB 807	230.50 80.25 63.25	9,690.75
			2.0 000000	012012021	B 10 000000 BEBG REIMB 007	03.20	9,090.70

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Bank : chase	CHASE BAN	K (Continue	ed)				
Check # Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
14833 4/1/202 Voucher:		CITY OF RIALTO	18-0430	5/29/2018	JULY 2017- DEC 2017 SHARE	286.19	286.19
14834 4/1/202 Voucher:		COUNTY OF RIVERSIDE, TLI	M.TL0000015743	3/11/2021	FEB 2021 SLF COSTS	38,427.84	38,427.84
14835 4/1/202 Voucher:		CSMFO VOID # 14701 (50.007	300007126	3/11/2021	2021 CSMFO MUNICIPAL MEN	110.00	110.00 VOID
14836 4/1/202 Voucher:		DOKKEN ENGINEERING	38445	3/11/2021	FEB 2021 VAN BUREN BLVD. '	3,150.25	3,150.25
14837 4/1/202	1 00015	EDISON - SOUTHERN CALIF	02-41-364-7926	3/27/2021	LLMD ELECTRIC CHARGES	94.01	
Voucher:			2-40-885-6102	3/27/2021	LLMD ELECTRICAL CHARGE	80.18	
			2-42-614-3137	3/27/2021	CFD IRR ELECTRICAL CHARC	22.44	
		*:	2-41-438-9403	3/27/2021	CFD IRR ELECTRICAL CHAR(21.40	
			2-38-507-8118	3/27/2021	LLMD ELECTRIC CHARGES	20.80	
			2-39-859-5173	3/27/2021	CFD IRR ELECTRICAL CHAR(15.07	
			2-42-808-4842	3/27/2021	CFD ELECTRICAL CHARGES	14.60	
			2-38-507-8035	3/27/2021	LLMD ELECTRIC CHARGES	14.43	
			2-42-708-3944	3/27/2021	CFD IRR ELECTRICAL CHARC	14.32	
			2-41-380-0798	3/27/2021	CFD IRR ELECTRICAL CHAR(13.99	
			2-39-859-5223	3/27/2021	CFD IRR ELECTRICAL CHAR(13.82	
			2-38-508-0718	3/27/2021	LLMD ELECTRIC CHARGES	13.60	
			2-38-508-0767	3/27/2021	LLMD ELECTRIC CHARGES	13.43	
			2-42-016-9526	3/27/2021	CFD IRR ELECTRICAL CHAR(13.24	
			2-41-192-2446	3/27/2021	LLMD ELECTRIC CHARGES	13.22	
			2-41-136-1215	3/27/2021	CFD IRR ELECTRICAL CHAR(12.35	390.90

apChkLst 04/01/2021 3:18:28PM

Final Check List City of Jurupa Valley

Bank : chas	e CHASE BAN	K (Continue	(Continued)				
Check # Dat	e <u>Vendor</u>		Invoice	Inv Date	Description	Amount Paid	Check Total
14838 4/1/20		EDISON - SOUTHERN CALIF	02-38-499-8514	3/27/2021	STREET LIGHT ELECTRIC	6,321.08	
Vouche	r:		2-39-045-7315	3/27/2021	CFD 2014-001 LIGHT ELECTR	723.04	
			2-42-844-9854	3/27/2021	JV BOXING CLUB ELECTRIC	305.59	
			2-36-296-0767	3/27/2021	STREET LIGHT ELECTRIC	132.52	
			2-38-467-0402	3/27/2021	CFD 2013-001 STREET LIGHT	117.09	
			2-40-702-6715	3/27/2021	STREET LIGHT ELECTRIC	92.92	
			2-40-778-4933	3/27/2021	CFD14-001 STREET LIGHT EL	92.92	
			2-40-777-8042	3/27/2021	STREET LIGHT ELECTRIC	77.49	
			2-42-765-1906	3/27/2021	CFD STREET LIGHT ELECTRI	67.68	
			2-38-901-7450	3/27/2021	STREET LIGHT ELECTRIC	31.03	
			2-39-006-1497	3/27/2021	STREET LIGHT ELECTRIC	15.43	
			2-38-508-0403	3/27/2021	PUMP STATION ELECTRIC	15.34	
			2-38-507-7615	3/27/2021	LLMD ELECTRIC CHARGES	14.18	
			2-38-507-7821	3/27/2021	LLMD ELECTRIC CHARGES	14.18	
			2-38-507-8175	3/27/2021	LLMD ELECTRIC CHARGES	13.25	
			2-38-507-7961	3/27/2021	LLMD ELECTRIC CHARGES	9.35	8,043.09
14839 4/1/20		EMPIRE GROUP OF COMPAI	NI59135	1/4/2021	BUILDING- BUSINESS CARDS	172.91	10
Vouche			59297	2/25/2021	BUILDIING- BUSINESS CARD	46.76	219.67
14840 4/1/20		FRONTIER HOMES	B19-000502	3/25/2021	B19-000502 BLDG REIMB 463	771.25	
Vouche	r:		B19-000498	3/25/2021	B19-000498 BLDG REIMB 1111	770.64	
			B19-000499	3/25/2021	B19-000499 BLDG REIMB 1112	763.00	
			B19-000503	3/25/2021	B19-000503 BLDG REIMB 464	763.00	
			B19-000506	3/25/2021	B19-000506 BLDG REIMB 468	489.75	
			B19-000500	3/25/2021	B19-000500 BLDG REIMB 461	479.00	
			B19-000501	3/25/2021	B19-000501 BLDG REIMB 462:	479.00	
			B19-000507	3/25/2021	B19-000507 BLDG REIMB 467	276.75	4,792.39
14841 4/1/20		FULLMER CONSTRUCTION	B20-000625	3/25/2021	B20-000625 BLDG REIMB 112(422.45	1940 1 Protection
Vouche	r:		B20-001194	3/25/2021	B20-001194 BLDG REIMB 112(228.45	
			B20-001193	3/25/2021	B20-001193 BLDG REIMB 112(225.45	876.35
14842 4/1/20 Vouche		GENTRY VASQUEZ ELECTRI	CB20-001739	3/29/2021	B20-001739 BLDG REIMB 530;	59.10	59.10
14843 4/1/20 Vouche		GILMORE, TIMOTHY	BD-2018-17715	3/25/2021	BD-2018-17715 BLDG REIMB	37.00	37.00
14844 4/1/20 Vouche	21 01236	HD SUPPLY CONSTRUCTION	1.50015308417	3/18/2021	ASPHALT- PERMA PATCH	3,340.25	3,340.25

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Final Check List City of Jurupa Valley

Bank : cl	hase C	HASE BANK	(Continued	1)				
Check # D	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
14845 4/1 Voud	1/2021 cher:	02351	INVISION INDIAN HILLS LLC	B19-000711 B19-000710 B19-000709 B19-000708	3/25/2021 3/25/2021 3/25/2021 3/25/2021	B19-000711 BLDG REIMB 810(B19-000710 BLDG REIMB 812; B19-000709 BLDG REIMB 813 B19-000708 BLDG REIMB 815	446.00 375.00 339.50 304.00	
14846 4/1 Vouc	1/2021 cher:	02659	JACKSON, HAKAN HONON	B19-000712 020121 030121 010121	3/25/2021 2/28/2021 3/31/2021 1/31/2021	B19-000712 BLDG REIMB 811: FEB 2021 PLANNING COMM. MAR 2021 PLANNING COMM.	304.00 100.00 100.00	1,768.50
14847 4/1 Vouc	l/2021 cher:	00199	JURUPA COMMUNITY SERVIO		3/30/2021	JAN 2021 PLANNING COMM. I ALLSTATE CLAIM REIMBURSI	50.00 7,282.63	250.00 7,282.63
14848 4/1		02724	JUSTINIANO, JOSE	BD-2017-13446	3/25/2021	BD-2017-13446 BLDG REIMB	73.08	73.08
14849 4/1 Voud	1/2021 cher:	02656	LANDMARK HEALTHPLAN, OF	-030121	3/4/2021	FEB 2021 CHIROPRACTOR	171.29	171.29
14850 4/1 Vouc	/2021 cher:	00685	LENNAR HOMES OF CA	B20-001448	3/30/2021	B20-001448 BLDG REIMB 302:	144.10	144.10
14851 4/1 Vouc	/2021 cher:	02714	LOPEZ, ERNESTO	BD-2019-18170	3/25/2021	BD-2019-18170 BLDG REIMB {	602.72	602.72
14852 4/1 Vouc	/2021 cher:	02081	NEWMAN, PENNY	030121 010121 020121	3/31/2021 1/31/2021 2/28/2021	MAR 2021 PLANNING COMM. JAN 2021 PLANNING COMM. FEB 2021 PLANNING COMM.	100.00 50.00 50.00	200.00
14853 4/1 Voud	/2021 cher:	02726	NORTH EASTERN INDUSTRIE		2/11/2021	BEYOUND GUARDIAN AIR, GI	14,400.00	14,400.00
	cher:		OFFICE DEPOT, INC	160744050001 161994859001 162212911001 161683877001 163532276001 162127393001 162126046001 162127392001 163531705001	3/3/2021 3/19/2021 3/17/2021 3/10/2021 3/19/2021 3/17/2021 3/9/2021 3/9/2021 3/17/2021	OFFICE SUPPLY OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	277.48 270.82 190.31 99.29 56.02 31.24 25.32 10.25 7.39	968.12
14855 4/1 Vouc	/2021 cher:	00245	ORTIZ, ROGELIO	21076	2/24/2021	CREATE & APPLY PATCHES T	133.18	133.18

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Final Check List City of Jurupa Valley

Bank	: chase C	HASE BANK	C (Continued	1)				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
14856	4/1/2021	02078	PATH OF LIFE MINISTRIES	5	2/28/2021	FEB 2021 PSG ACTIVITIES (C	18,111.98	
2	Voucher:			6	2/28/2021	FEB 2021 PSG ACTIVITIES PA	7,931.94	26,043.92
14857	4/1/2021 Voucher:	02712	POWERS, JORDAN	B20-001820	3/29/2021	B20-001820 BLDG REIMB 110;	286.50	286.50
	4/1/2021 Voucher:	02713	PRIDY, ALLISON	B20-000540	3/29/2021	B20-000540 BLDG REIMB 504	280.65	280.65
14859	4/1/2021	01992	PRUITT, ARLEEN F.	030121	3/31/2021	MAR 2021 PLANNING COMM.	100.00	
7	Voucher:			010121	1/31/2021	JAN 2021 PLANNING COMM. I	50.00	
				020121	2/28/2021	FEB 2021 PLANNING COMM.	50.00	200.00
	4/1/2021 Voucher:	00052	QUADIENT FINANCE USA, INC	030121	3/19/2021	MAR 2021 POSTAGE	3,000.00	3,000.00
14861	4/1/2021	00892	RICKS HEATING AND AIR COI	N2236	3/23/2021	INSTALL 2 MINI SPLIT UNITS	8,100.00	
8	Voucher:			2235	3/23/2021	INSTALL POWER LINES FOR	2,300.00	10,400.00
	4/1/2021 Voucher:	02715	SANCHEZ, LUCILA	B20-001158	3/29/2021	B20-001158 BLDG REIMB 100	241.90	241.90
14863	4/1/2021	02129	SHULTZ, LAURA	020121	2/28/2021	FEB 2021 PLANNING COMM.	100.00	
	Voucher:			030121	3/31/2021	MAR 2021 PLANNING COMM.	100.00	
				010121	1/31/2021	JAN 2021 PLANNING COMM.	50.00	250.00
14864	4/1/2021	02711	SILVA, LIZVETT	B20-000406	3/25/2021	B20-000406 BLDG REIMB 263	356.40	
3	Voucher:			B20-001674	3/29/2021	B20-001674 BLDG REIMB 263	68.65	425.05
14865	4/1/2021 Voucher:	02718	SNC SOLUTIONS	B20-000440	3/25/2021	B20-000440 BLDG REIMB 120	27.50	27.50

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Final Check List City of Jurupa Valley

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Bank : chase CHASE BANK (Continued) Check # Date Vendor Invoice Inv Date Description Amount Paid **Check Total** 14866 4/1/2021 01253 SOFTSCAPES CORPORATION2065 3/25/2021 FEB 2021 LANDSCAPE MAINT 21,766.58 Voucher: 2053 3/25/2021 JAN 2021 LANDSCAPE MAINT 17,747.89 2042 3/25/2021 DEC 2020 LANDSCAPE MAIN 15.035.49 2072 3/25/2021 FEB 2021 LANDSCAPE MAINT 5.289.70 2062 3/25/2021 JAN 2021 LANDSCAPE MAINT 5.274.86 2071 3/25/2021 FEB 2021 LANDSCAPE MAINT 4,794.14 2051 3/25/2021 DEC 2020 LANDSCAPE MAIN 4.784.31 2060 3/25/2021 JAN 2021 LANDSCAPE MAINT 4,738.22 2050 3/25/2021 DEC 2020 LANDSCAPE MAIN 4,479.34 3/25/2021 DEC 2020 LANDSCAPE MAIN 2049 4,276,45 2069 3/25/2021 FEB 2021 LANDSCAPE MAINT 3.866.34 2058 3/25/2021 JAN 2021 LANDSCAPE MAINT 3.837.54 2047 DEC 2020 LANDSCAPE MAIN 3/25/2021 3,719.82 2059 3/25/2021 JAN 2021 LANDSCAPE MAINT 3,424,20 2070 3/25/2021 FEB 2021 LANDSCAPE MAINT 3,379.80 2048 3/25/2021 DEC 2020 LANDSCAPE MAIN 3,300.13 2073 3/25/2021 FEB 2021 LANDSCAPE MAINT 2.861.02 2063 3/25/2021 JAN 2021 LANDSCAPE MAINT 2,808.02 2052 3/25/2021 DEC 2020 LANDSCAPE MAIN" 2.309.31 2068 3/25/2021 FEB 2021 LANDSCAPE MAINT 2,184.94 2067 3/25/2021 FEB 2021 LANDSCAPE MAINT 2,126.00 2057 3/31/2021 JAN 2021 LANDSCAPE MAINT 2,122.41 2055 3/25/2021 JAN 2021 LANDSCAPE MAINT 2.073.00 2046 3/25/2021 DEC 2020 LANDSCAPE MAIN" 2.029.40 2044 3/25/2021 DEC 2020 LANDSCAPE MAIN 1.876.02 2066 3/25/2021 FEB 2021 LANDSCAPE MAINT 1.569.64 2054 3/25/2021 JAN 2021 LANDSCAPE MAINT 1.377.49 2043 3/25/2021 DEC 2020 LANDSCAPE MAIN 1.256.79 2045 3/25/2021 DEC 2020 LANDSCAPE MAIN 924.18 2056 3/25/2021 JAN 2021 LANDSCAPE MAINT 924.18 2064 3/25/2021 JAN 2021 LANDSCAPE MAINT 659.15 2061 3/25/2021 JAN 2021 LANDSCAPE MAINT 260.95 137,077.31 14867 4/1/2021 00740 SPACE CENTER MIRA LOMA, IB20-001137 3/25/2021 B20-001137 BLDG REIMB 112(521.75 521.75 Voucher:

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Final Check List City of Jurupa Valley

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Bank	: chase C	HASE BANK	(Continued	1)				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
14868	4/1/2021	01883	TRAFFIC MANAGEMENT INC.	716366	3/12/2021	SIGN MOUNT HARDWARE	287.10	
	Voucher:			718913	3/23/2021	PARKING LOT REGULATION {	273.08	560.18
14869	4/1/2021	02717	UNITED CARPORTS	B20-000879	3/29/2021	B20-000879 BLDG REIMB 110;	67.00	67.00
	Voucher:							
	4/1/2021 Voucher:	02722	VILLAFANA, JORGE	BD-2013-2798	3/25/2021	BD-2013-2798 BLDG REIMB 3"	56.49	56.49
14871		02725	VILLANUEVA, PEDRO	BD-2014-4849	2/25/2024		000 (0	
	Voucher:	02725	VILLANOEVA, PEDRO	BD-2014-4849	3/25/2021	BD-2014-4849 BLDG REIMB 5	228.48	228.48
14872	4/1/2021	01088	WEST COAST ARBORISTS, IN	170471	1/31/2021	JAN 2021 20-21 CFD 2014-001	20,952.00	20,952.00
	Voucher:	00004						
	4/1/2021	00881	WILLIAM LYON HOMES	B19-000805	3/25/2021	B19-000805 BLDG REIMB 116	798.50	
	Voucher:			B19-000806	3/25/2021	B19-000806 BLDG REIMB 117(798.50	
				B19-000801	3/25/2021	B19-000801 BLDG REIMB 116!	675.50	
				B19-000808	3/25/2021	B19-000808 BLDG REIMB 461	656.50	
				B19-000822	3/25/2021	B19-000822 BLDG REIMB 116(577.25	
				B19-000803	3/25/2021	B19-000803 BLDG REIMB 116	541.75	
				B20-001854	3/25/2021	B20-001854 BLDG REIMB TR3	486.25	
				B20-001355	3/25/2021	B20-001355 BLDG REIMB TR3	464.75	
				B19-000807	3/25/2021	B19-000807 BLDG REIMB 117	443.50	
				B19-000821	3/25/2021	B19-000821 BLDG REIMB 116	435.25	
				B19-000804	3/25/2021	B19-000804 BLDG REIMB 1166	364.25	
				B19-000802	3/25/2021	B19-000802 BLDG REIMB 1164	285.00	
				B19-000800	3/25/2021	B19-000800 BLDG REIMB 116(222.25	
				B19-000798	3/25/2021	B19-000798 BLDG REIMB 116	186.75	
44074	41410004	00700		B19-000799	3/25/2021	B19-000799 BLDG REIMB 116{	151.25	7,087.25
14874	4/1/2021 Voucher:	02728	WRAPMASTERS INC	1414	2/9/2021	WRAP POLARIS RANGER- SF	646.50	646.50

Sub total for CHASE BANK: 304,056.94

Voids < <K# 14701 < 50.00> <K# 14768 <32.33> </ 303,974.61

Void Checks

Bank code: chase

(none)

VoidCk 04/01		n		Void Check Posting List City of Jurupa Valley		Page: 1
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Doc Sou	urce	Account Number		Description		Amount
disb disb disb disb	S* S* S*	B 100.21110 B 100.11111 B 901.11111 B 901.30900		Accounts Payable Cash & Investments Cash & Investments Control Cash Balance	e	50.00 CR 50.00 DB 50.00 DB 50.00 CR
Balance	e Sheet Totals:	100.00	DB	100.00 CR	Difference:	0.00
	Document #: Check #: Vendor: Post into:	156155 Void Date: 14758 Bank code: 00097 AWESOME AWARDS 10/2021 Check amount:	04/01/2021 chase 32.33	Posting #: 6597 Check Date: 03/25/21 Reissucc	Group: berlync CK-# 14829 \$21.5	6 4/1/21
Doc Sou		Account Number	02.00	Description	12	
disb disb disb disb	S* S* S*	B 100.21110 B 100.11111 B 901.11111 B 901.30900		Accounts Payable Cash & Investments Cash & Investments Control Cash Balance		Amount 32.33 CR 32.33 DB 32.33 DB 32.33 CR
Balance	Sheet Totals:	64.66	DB	64.66 CR	Difference:	0.00

VoidCkEP 04/01/21	9:25AM		V	oid Check Postin City of Jurupa Vall			Page: 2
-				Summary Docur	nents =		
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		Account Number		Description			Amount
		B 100.11111		Automatic Summary			82.33 DB
Balance Sheet	Totals:	82.33 E	В		CR	Difference:	
	Document #: Reference: Description: Post into:	901 disb - FUND 901 SUMMA] #: 6597		Date: 04/01/21	
		Account Number		Description			Amount
		B 901.11111B 901.30900		Automatic Summary Automatic Summary			82.33 DB 82.33 CR
Balance Sheet	Totals:	82.33 D	В	82.33	CR	Difference:	0.00

VoidCkEF 04/01/27		Void Check Posting List City of Jurupa Valley	Page: 3
Fund		Balance Sheet Fund Totals Debits Credits Difference	
100	General Fund	82.33 82.33 0.00	
901	Cash Fund	82.33 82.33 0.00	

VoidCkEP 04/01/21 9:25AM		Void Check Posting List City of Jurupa Valley				
Documents with errors : Documents with warnings	0 : 0	Errors / Warnings				

apChkLst 04/08/2021	5:05:4	3PM			heck List urupa Valle	У		Page: 1
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	/11/2021 oucher:	01082	ICMA-RC	031121	3/11/2021	PPE 02/28/21 PLAN#307290 C	3,512.42	3,512.42
Va	/11/2021 oucher:		JOHN HANCOCK USA	031121	3/11/2021	PPE 02/28/21 PARS CONTRAC	225.00	225.00
Vo	/16/2021 bucher:		ICMA-RC	031621	3/16/2021	PPE 03/05/21 PLAN#307290 C	2,350.00	2,350.00
Vo	/16/2021 oucher:		JOHN HANCOCK USA	031621	3/16/2021	PPE 03/05/21 PARS CONTRAC	14,698.04	14,698.04
Vo	/25/2021 oucher:		RICHARDS WATSON GERSH	C230900	3/15/2021	FEB 2021 PROFESSIONAL SV	99,539.07	99,539.07
Vo	/29/2021 oucher:		ICMA-RC	032921	3/29/2021	PPE 03/19/21 PLAN#307290 C	2,350.00	2,350.00
Vo	/29/2021 bucher:		JOHN HANCOCK USA	032921	3/29/2021	PPE 03/19/21 PARS CONTRAC	16,249.00	16,249.00
Vo	/11/2021 oucher:		CHASE CARD SERVICES	022121 022121-A	3/11/2021 3/11/2021	FEB 2021 FEB 2021-COVID	4,072.95 1,002.03	5,074.98
	oucher:	01232	CITYSOURCED, INC.	CS-000191SI	1/18/2021	CITYSOURCED SUBSCRIPTIC	10,609.00	10,609.00
	oucher:	01100	COLONIAL LIFE INS CO	4522090-040145		APR 2021 EMP. CAFE. PLAN E	3,135.62	3,135.62
	oucher:	00049	COUNTY OF RIVERSIDE, SHE			01/14/21-02/10/21 POLICE SV(1,407,766.37	1,407,766.37
	oucher:	02631	DC ELECTRONICS TWO, INC		4/1/2021	04/01/21-06/30/21 BURGLAR A	120.00	120.00
	oucher:	00836	DE LAGE LANDEN FINANCIAI		3/20/2021	MAR 2021 COPIER LEASE	1,494.01	1,494.01
	oucher:	02654	FELIX, ROSALBA & GUSTAVO		2/2/2021	2ND & FINAL PAYMENT GRAN	3,500.00	3,500.00
	oucher:		GOVERNMENTJOBS.COM, IN		5/20/2021	SUBSCRIPTION: INSIGHT &	4,118.37	4,118.37
	oucher:	01006	HARDY & HARPER, INC.	47203	2/28/2021	20-21 PAVEMENT REHAB PRC	362,409.85	362,409.85
14883 4 Vo	1/8/2021 bucher:	02542	MJS ALARM CORPORATION	470441	4/1/2021	04/01/21-06/30/21 FIRE ALARN	174.00	174.00

Final Check List

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04/08/2021 5:05:43PM

Final Check List City of Jurupa Valley

Page: 2

Bank: chase C	HASE BANK	(Continued	d)				
Check # Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
14884 4/8/2021 Voucher:	00185	REGIONAL CONSERVATION	A030121	4/7/2021	MAR 2021 MSHCP FEES	158,939.88	158,939.88
14885 4/8/2021 Voucher:	01273	SANTA ANA RIVER WATER C	C4002-1 4001-1 1534-4	4/1/2021 4/1/2021 4/1/2021	LLMD WATER CHARGES LLMD WATER CHARGES CFD 13-001 WATER CHARGE	262.50 262.50 95.33	620.33
14886 4/8/2021 Voucher:	02554	STANDARD INSURANCE COM	W040121	3/22/2021	APR 2021 LIFE INSURANCE P	492.00	492.00
14887 4/8/2021 Voucher:	01251	WEX BANK	70990500	3/31/2021	MAR 2021 FUEL	4,550.04	4,550.04

Sub total for CHASE BANK: 2,101,927.98

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21 checks in this report.

Grand Total All Checks: 2,101,927.98



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Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR. Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, go to www.chase.com

ACCOUNT SUMMARY

Account Number:	
Previous Balance	\$9,670.97
Payment, Credits	-\$9,670.97
Purchases	+\$5,035.98
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	+\$39.00
Interest Charged	\$0.00
New Balance	\$5,074.98
Opening/Closing Date	01/22/21 - 02/21/21
Credit Limit	\$25,000
Available Credit	\$19,925
Cash Access Line	\$1,250
Available for Cash	\$1,250
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

0000001 FIS33339 C 1

N Z 21 21/02/21 Page 1 of 3 06630 MA DA 66127 05210000010006612701

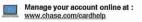
This Statement is a Facsimile - Not an original

CHASE 🔘 in P.O. BOX 15123 **Payment Due Date:** 03/15/21 WILMINGTON, DE 19850-5123 Make your payment at \$5,074.98 New Balance: For Undeliverable Mail Only chase.com/paycard **Minimum Payment:** \$1,014.00 Account number: 4246 3152 9324 5666 \$ Make/Mail to Chase Card Services at the address below:

66127 BEX Z 05221 C CONSUELO L CARDENAS CITY JURUPA VALLEY 8930 LIMONITE AVE JURUPA VALLEY CA 92509-5019

CARDMEMBER SERVICE PO BOX 6294 CAROL STREAM IL 60197-6294







ACCOUNT ACTIVITY

Transaction	Merchant Name or Transaction Description	\$ Amoun
01/24	APPLE COMBILL 866-712-7753 CAMONTHIN Membership	9.9
01/23	GIH*GLOBALINDUSTRIALEQ 800-645-2986 FL (ubical Particion	413.40
01/25	STAPLES 00113910 MIRA LOMA CA OFFICE SUDDIES	95.1
01/26	Amazon Prime*Y343F07E3 Amzn.com/bill WA Monthly Membershir	2 14.00
01/29	APPLE.COM/BILL 866-712-7753 CA Monthly Memburship	2.99
01/28	STAPLES 00113910 MIRA LOMA CA. OFFICE SUDDIES	128.65
02/01	ZOOM.US 888-799-9666 WWW.ZOOM.US CA MUNTHLY Membershi	199.90
02/01	SQ *ALPHA SECURITY GROUP Riverside CA HAT HALL Re- Keyed	2004150.00
02/04	BESTBUYCOM806420067440 888-BESTBUY MN OFFICE SUPPLIES	219.49
02/09	COVIDCLINIC.ORG COVIDCLINIC.O CA COVID STREE TASTING	300.00
02/10	PELICAN WIRELESS PELICANWIRELE CA REVEWAL WIF: THEMOSTAT	- 38.87
02/11	4ALLPROMOS 866-732-3386 CT City State FRICO Mask	502.13
02/17	AMZN Mktp US*QC9FS00B3 Amzn.com/bill WA Exnergency Strake Ligh TERRI ROLLINGS TRANSACTIONS THIS CYCLE (CARD 4916) \$2127.40	† 52.79
02/06	OFFICE DEPOT #5125 800-463-3768 CA OFFICE SUPPLIES	11.95
02/09	OFFICE DEPOT #5125 800-463-3768 CAOFFICE SUPPLIES	56.02
02/17	HIT TROPHY INC 419-445-5356 OH PLAG M& VICTORIA WASKO TRANSACTIONS THIS CYCLE (CARD 4932) \$171.30	103.33
02/16	Payment Thank You - Web Phyment For Lust Month	9,670.97
16751. A 765	Payment Thank You - Web Payment For Lust Month FEDEX OFFICI7000017038 RIVERSIDE CA Map For Council Chamb	
01/21		Urs 395.41
01/21 01/28	FEDEX OFFIC17000017038 RIVERSIDE CA Map for Council Chamb	<u>475</u> 395.41 75.25
01/21 01/28 01/29	FEDEX OFFIC 17000017038 RIVERSIDE CA Map For CUUNCIL Chamb TAXBANDITS.COM 704-684-4751 SC TAX FORM SOFT WAVE	75.25 79.75
01/21 01/28 01/29 02/02	FEDEX OFFIC 17000017038 RIVERSIDE CA. Map for CUUNCIL Chamb TAXBANDITS.COM 704-684-4751 SC TAX FORM SOFTWARE TAXBANDITS.COM 704-684-4751 SC TAX FORM SOFTWARE	75.25 75.25 79.75 47.85
01/21 01/28 01/29 02/02 02/03	FEDEX OFFIC 17000017038 RIVERSIDE CA. <u>Map for CUUNCIL Chamb</u> TAXBANDITS.COM 704-684-4751 SC <u>TAX FORM SOFTWARE</u> TAXBANDITS.COM 704-684-4751 SC <u>TAX FORM SOFTWARE</u> AMZN Mktp US*SA3PS84M3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u>	2395.41 75.25 79.75 47.85 32.30
01/21 01/28 01/29 02/02 02/03 02/03	FEDEX OFFIC 17000017038 RIVERSIDE CA, MAP FOR CUUNCIL CHAMB TAXBANDITS.COM 704-684-4751 SC TAX FORM SOFTWARE TAXBANDITS.COM 704-684-4751 SC TAX FORM SOFTWARE AMZN Mktp US*SA3PS84M3 Amzn.com/bill WA OFFICE SUPPLIES AMZN Mktp US*Z28YA77Y3 Amzn.com/bill WA OFFICE SUPPLIES	2395.41 75.25 79.75 47.85 32.30
01/21 01/28 01/29 02/02 02/03 02/03 02/03 02/04	FEDEX OFFIC17000017038 RIVERSIDE CA. MAP For COUNCIL Chamb TAXBANDITS.COM 704-684-4751 SC TAX FORM SOFTWARE TAXBANDITS.COM 704-684-4751 SC TAX FORM SOFTWARE AMZN Mktp US*SA3PS84M3 Amzn.com/bill WA OFFICE SUPPLIES AMZN Mktp US*Z8YA77Y3 Amzn.com/bill WA OFFICE SUPPLIES AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA OFFICE SUPPLIES	207.90 207.90 207.90 207.90 207.90 207.90 37.87
01/21 01/28 01/29 02/02 02/03 02/03 02/03 02/04 02/07	FEDEX OFFICI7000017038 RIVERSIDE CA. Map for COUncil Chamb TAXBANDITS.COM 704-684-4751 SC TAX FORM SOFTWARE TAXBANDITS.COM 704-684-4751 SC TAX FORM SOFTWARE TAXBANDITS.COM 704-684-4751 SC TAX FORM SOFTWARE AMZN Mktp US*SA3PS84M3 Amzn.com/bill WA OFFICE SUpplies AMZN Mktp US*28YA77Y3 Amzn.com/bill WA OFFICE SUpplies AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA OFFICE SUPPLIES MSFT * E0700DK4PB 800-642-7676 WA USEY	395.41 75.25 79.75 47.85 32.30 207.90 37.87 31.25
01/21 01/28 01/29 02/02 02/03 02/03 02/03 02/04 02/07 02/07	FEDEX OFFIC17000017038 RIVERSIDE CA Map for COUncil Chamb TAXBANDITS.COM 704-684-4751 SC TAX FORM Software TAXBANDITS.COM 704-684-4751 SC TAX FORM Software TAXBANDITS.COM 704-684-4751 SC TAX FORM Software AMZN Mktp US*SA3PS84M3 Amzn.com/bill WA OFFICE SUPPLIES AMZN Mktp US*SA3PS84M3 Amzn.com/bill WA OFFICE SUPPLIES AMZN Mktp US*SA3PS84M3 Amzn.com/bill WA OFFICE SUPPLIES AMZN Mktp US*Z8YA77Y3 Amzn.com/bill WA OFFICE SUPPLIES AMZN Mktp US*Z3J5VZ1733 Amzn.com/bill WA OFFICE SUPPLIES MSFT * E0700DK4PB 800-642-7676 WA USER MSET * E0700DK4PB 800-642-7676 WA USER MZN Mktp US*EH36I7ZG3 Amzn.com/bill WA OFFICE SUPPLIES	395.41 75.25 79.75 47.85 32.30 207.90 207.90 37.87 31.25 51.28
201/21 201/28 201/29 202/02 202/03 202/03 202/04 202/07 202/09 202/18	FEDEX OFFIC17000017038 RIVERSIDE CA <u>Map for COUncil Chamb</u> TAXBANDITS.COM 704-684-4751 SC <u>TAX FORM SOFTWARE</u> TAXBANDITS.COM 704-684-4751 SC <u>TAX FORM SOFTWARE</u> AMZN Mktp US*SA3PS84M3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*Z8YA77Y3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*BABOB642-7676 WA <u>USER Licenses</u> AMZN Mktp US*EH36I7ZG3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*OY47S5GZ3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> CO OF RIVERSIDE TRANS SF 866-8014757 IN <u>Radius Mutiling Labes</u>	207.90 207.90 207.90 207.90 37.87 31.25 51.28 2.66
201/21 201/28 201/29 202/02 202/03 202/03 202/04 202/07 202/09 202/18 202/18	FEDEX OFFIC17000017038 RIVERSIDE CA <u>Map for COUncil Chamb</u> TAXBANDITS.COM 704-684-4751 SC <u>TAX FORM SOFTWARE</u> TAXBANDITS.COM 704-684-4751 SC <u>TAX FORM SOFTWARE</u> AMZN Mktp US*SA3PS84M3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*Z3BYA77Y3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*BABO642-7676 WA <u>USER Licenses</u> AMZN Mktp US*EH36I7ZG3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> CO OF RIVERSIDE TRANS SF 866-8014757 IN <u>Radius Mailing Lables</u> CO OF RIVERSIDE TRANS PS1-9551800 CA <u>Badius Mailing Lables</u>	31.25 51.28 2.66 116.80
201/21 201/28 201/29 202/02 202/03 202/03 202/03 202/04 202/07 202/09 202/18 202/18 202/18 202/19	FEDEX OFFIC17000017038 RIVERSIDE CA <u>Map for COUncil Chamb</u> TAXBANDITS.COM 704-684-4751 SC <u>TAX FORM Software</u> TAXBANDITS.COM 704-684-4751 SC <u>TAX FORM Software</u> AMZN Mktp US*SA3PS84M3 Amzn.com/bill WA <u>OFFICE Supplies</u> AMZN Mktp US*28YA7Y3 Amzn.com/bill WA <u>OFFICE Supplies</u> AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA <u>OFFICE Supplies</u> AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA <u>OFFICE Supplies</u> AMZN Mktp US*28YA7Y3 Amzn.com/bill WA <u>OFFICE Supplies</u> AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA <u>OFFICE Supplies</u> CO OF RIVERSIDE TRANS SF 866-8014757 IN <u>Cadlus Mailing Labes</u> CO OF RIVERSIDE TRANS SF 866-8014757 IN <u>Cadlus Mailing Labes</u> SPOTLESS EXPRESS CAR WASH 951-934-3959 CA <u>Monthly Carwish Med</u> LATE FEE <u>CONSUELO L CARDENAS</u>	207.90 207.90 207.90 207.90 37.87 31.25 51.28 2.66
51/21 51/28 51/29 52/02 52/03 52/03 52/03 52/04 52/07 52/09 52/18 52/18 52/18 52/18 52/19	FEDEX OFFIC17000017038 RIVERSIDE CA <u>Map for COUncil Chamb</u> TAXBANDITS.COM 704-684-4751 SC <u>TAX FORM Software</u> TAXBANDITS.COM 704-684-4751 SC <u>TAX FORM Software</u> AMZN Mktp US*SA3PS84M3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*Z28YA77Y3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> CO OF RIVERSIDE TRANS SF 866-8014757 IN <u>Radius Mailing Lables</u> CO OF RIVERSIDE TRANS SF 866-8014757 IN <u>Radius Mailing Lables</u> SPOTLESS EXPRESS CAR WASH 951-934-3959 CA <u>Monthly Carwish Mer</u> LATE FEE	207.90 207.90 207.90 207.90 207.90 207.90 37.87 31.25 51.28 2.66 116.80 116.80
11/21 11/28 11/29 12/02 12/03 12/04 12/07 12/09 12/18 12/18 12/19 12/15	FEDEX OFFIC17000017038 RIVERSIDE CA <u>Map for COUncil Chamb</u> TAXBANDITS.COM 704-684-4751 SC <u>TAX FORM SOFTWARE</u> TAXBANDITS.COM 704-684-4751 SC <u>TAX FORM SOFTWARE</u> AMZN Mktp US*SA3PS84M3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*SA3PS84M3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*228YA77Y3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*EH36I7ZG3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> CO OF RIVERSIDE TRANS SF 866-8014757 IN <u>CADUS MUTILING Lables</u> CO OF RIVERSIDE TRANS SF 866-8014757 IN <u>CADUS MUTILING Lables</u> SPOTLESS EXPRESS CAR WASH 951-934-3959 CA <u>MUTILING Lables</u> SPOTLESS EXPRESS CAR WASH 951-934-3959 CA <u>MUTILING Lables</u> CONSUELO L CARDENAS TRANSACTIONS THIS CYCLE (CARD 5666) \$8283.65-	207.90 207.90 207.90 207.90 207.90 207.90 37.87 31.25 51.28 2.66 116.80 116.80
11/21 11/28 11/29 12/02 12/03 12/04 12/07 12/09 12/18 12/18 12/19 11/22	FEDEX OFFIC17000017038 RIVERSIDE CA <u>Map for COUncil Chamb</u> TAXBANDITS.COM 704-684-4751 SC <u>TAX FORM SOFTWARE</u> TAXBANDITS.COM 704-684-4751 SC <u>TAX FORM SOFTWARE</u> AMZN Mktp US*SA3PS84M3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*Z28YA77Y3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*BA36/72G3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*EH36/7ZG3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> CO OF RIVERSIDE TRANS SF 866-8014757 IN <u>Radius Mailing Lables</u> CO OF RIVERSIDE TRANS SF 866-8014757 IN <u>Radius Mailing Lables</u> SPOTLESS EXPRESS CAR WASH 951-9351800 CA <u>Radius Mailing Lables</u> SPOTLESS EXPRESS CAR WASH 951-934-3959 CA <u>Monthly Carwinsh Mer</u> LATE FEE CONSUELO L CARDENAS TRANSACTIONS THIS CYCLE (CARD 5666) \$8283.65- INCLUDING PAYMENTS RECEIVED	207.90 207.90 207.90 207.90 207.90 207.90 37.87 31.25 51.28 2.66 116.80 116.80 116.80 116.80 116.80 116.80
02/16 01/21 01/28 01/29 02/02 02/03 02/03 02/04 02/07 02/09 02/18 02/18 02/19 02/15	FEDEX OFFIC17000017038 RIVERSIDE CA <u>Map for COUncil Chamb</u> TAXBANDITS.COM 704-684-4751 SC <u>TAX FORM Software</u> TAXBANDITS.COM 704-684-4751 SC <u>TAX FORM Software</u> AMZN Mktp US*SA3PS84M3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*SA3PS84M3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*3J5VZ1733 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> AMZN Mktp US*BA3672G3 Amzn.com/bill WA <u>OFFICE SUPPLIES</u> CO OF RIVERSIDE TRANS SF 866-8014757 IN <u>Radius Mailing Lables</u> CO OF RIVERSIDE TRANS SF 866-8014757 IN <u>Radius Mailing Lables</u> CO OF RIVERSIDE TRANS SF 866-8014757 IN <u>Radius Mailing Lables</u> SPOTLESS EXPRESS CAR WASH 951-9351800 CA <u>Radius Mailing Lables</u> SPOTLESS EXPRESS CAR WASH 951-934-3959 CA <u>Mohhly forwarsh Mer</u> LATE FEE CONSUELO L CARDENAS TRANSACTIONS THIS CYCLE (CARD 5666) \$8283.65- INCLUDING PAYMENTS RECEIVED	207.90 207.90 207.90 207.90 37.87 31.25 51.28 2.66 116.80 116.80 116.80 39.00 39.00

2021 Totals Year-to-Dat	e
Total fees charged in 2021	\$39.00
Total interest charged in 2021	\$0.00

you may have received.

INTEREST CHARGES

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

Balance Type PURCHASES	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges	
Purchases CASH ADVANCES	13.24%(v)(d)	- 0 -	- 0 -	
Cash Advances	24.24%(v)(d)	- 0 -	- 0 -	

Bank: chase CHASE BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Che	ck Total
14888	4/15/2021	02632	AMERITAS LIFE INSURANCE	E (D-043021	4/13/2021	APR 2021 DENTAL	1,311.21		
	Voucher:			V-043021	4/13/2021	APR 2021 VISION	393.47		1,704.68
14889	4/15/2021	01366	CALIFORNIA NEWSPAPERS	P0011444061	2/25/2021	SUMMARY OF URGENCY OR	891.00		1,1 0 1.00
	Voucher:			0011442506	2/22/2021	PUBLIC HEARING- GPA & CH/	829.60		
				001144052	2/26/2021	CDBG ANNUAL ACTION PLAN	684.00		
				0011441540	2/11/2021	NOTICE OF NEW ORD 2021-0	618.40		
				001144045	2/28/2021	ZONING CODE AMEND, 21004	522.00		
				0011443241	2/22/2021	MA20035 THE SHOPS @ JUR	511.70		
				0011441020	2/8/2021	PUBLIC HEARING- EXTENSIC	476.50		
				0011439643	2/2/2021	CDBG NOTICE OF FUNDING /	411.60		
				0011445281	2/28/2021	HOUSING ELEMENT	399.50		
				0011441542	2/11/2021	NOTICE OF VACANCY- CDAC	350.00	ţ	5,694.30
	4/15/2021 Voucher:	02393	CHARTER COMMUNICATION	NS1028733041021	4/10/2021	APR 2021 BUSINESS TV	59.25		59.25
	4/15/2021 Voucher:	00196	CIVIC SOLUTIONS, INC	040521	4/6/2021	MAR 2021 PROF SVCS	212,377.50	212	2,377.50
14892		01360,0	COUNTY OF RIVERSIDE, SH	IE SH0000038290	12/10/2020	NOV 2020 EXTRA DUTY - CIT	485.69	VOID	485.69 reisoued
14893	4/15/2021 Voucher:	01360	COUNTY OF RIVERSIDE, SH	IE SH0000038699	4/6/2021	JAN- MAR 2021 JAG17 TRAFF	466.51		466.51
		200							

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04/15/2021 11:55:20AM

Final Check List City of Jurupa Valley

Bank: chase CHASE BANK			(Continued)				
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
14894 4/1		00015	EDISON - SOUTHERN CALIFO2-38-272-96	3 3/31/2021	TRAFFIC SIGNAL ELECTRIC	6,813.80	
Vou	icher:		2-39-045-94	10 3/31/2021	CFD 2013-001 STREET LIGHT	1,853.46	
			2-38-499-71	35 3/31/2021	STREET LIGHT ELECTRIC	1,186.83	
			2-38-467-04	77 3/31/2021	CDF 14-002 STREET LIGHT E	661.27	
			2-33-840-66	55 3/31/2021	STREET LIGHT ELECTRIC	330.99	
			2-38-500-08		STREET LIGHT ELECTRIC	256.50	
			2-38-499-95		STREET LIGHT ELECTRIC	142.21	
			2-38-500-26		STREET LIGHT ELECTRIC	134.67	
			2-38-500-14		STREET LIGHT ELECTRIC	118.29	
			2-38-499-98		STREET LIGHT ELECTRIC	95.62	
			2-42-671-71		CFD STREET LIGHT ELECTRI	62.86	
			2-40-721-29		STREET LIGHT ELECTRIC	62.86	
			2-38-500-06		STREET LIGHT ELECTRIC	47.88	
			2-38-500-12	6 3/31/2021	STREET LIGHT ELECTRIC	47.88	
			2-38-500-23		STREET LIGHT ELECTRIC	47.88	
			2-38-500-25		STREET LIGHT ELECTRIC	47.88	
			2-33-840-47		STREET LIGHT ELECTRIC	46.77	
			2-38-500-28	52 3/31/2021	STREET LIGHT ELECTRIC	31.49	
			2-38-499-79		STREET LIGHT ELECTRIC	23.95	
			2-38-500-10		STREET LIGHT ELECTRIC	23.95	
			2-38-500-30		STREET LIGHT ELECTRIC	23.95	
			2-40-448-66	2 3/31/2021	STREET LIGHT ELECTRIC	23.95	
11000			2-38-499-83		STREET LIGHT ELECTRIC	15.67	12,100.61
14895 4/1	4/15/2021 Voucher:	00015	EDISON - SOUTHERN CALIFO2-42-556-49		CFD 2013-001 STREET LIGHT	4,098.42	
Voue			2-40-534-67		TRAFFIC SIGNAL ELECTRIC	2,556.07	
			2-42-976-70		CFD STREET LIGHT ELECTRI	116.57	
			2-40-010-37		CFD PED/IRR ELECTRICAL C	113.42	
			2-41-364-09		LLMD ELECTRIC CHARGES	109.17	
			2-39-606-94		SIGNAL LIGHT ELECTRIC CH,	73.34	
			2-41-364-05		LLMD ELECTRIC CHARGES	61.28	
44000			2-40-885-61		CFD STREET LIGHT ELECTRI	51.54	7,179.81
14896 4/1		01278	FAIR HOUSING CNCL OF RIVER#7 FY2021	2/3/2021	JAN 2021 LANDLORD/ TENAN	2,196.12	
Voue	cher:		RR#9FY202		MAR 2021 LANDLORD/ TENAM	2,184.71	
			RR#8FY202	3/3/2021	FEB 2021 LANDLORD/ TENAN	2,133.18	6,514.01
							100 C 10 C 10 C 10 C 10 C

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Final Check List City of Jurupa Valley

Bank	: chase C	HASE BAN	IK (Continued)					
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Tota
		02304	FAMILY SERVICE ASSOCIATIC	12-2020-300624	1/25/2021	OCT 2020- DEC 2021 QTR2 P	12,736.82	
	Voucher:			03-2021-300624	4/5/2021	JAN2021- MAR 2021 QTR3 PS	3,875.32	16,612.1
	4/15/2021 Voucher:	00679	JURUPA AREA PARK AND REC	9	4/5/2021	MAR 2021 JARPD MGMT SVC	10,261.56	10,261.5
14899	4/15/2021	00199	JURUPA COMMUNITY SERVIC	21846-002	3/24/2021	LLMD WATER CHARGES	320.00	
	Voucher:		,	15160-002	3/24/2021	WATER & SEWER	309.08	
			4	42322-002	3/24/2021	LLMD WATER CHARGES	224.22	
			4	41542-002	3/24/2021	LLMD WATER CHARGES	198.78	
			. 4	30161-003	3/24/2021	LLMD WATER CHARGES	188.18	
			2	21844-002	3/24/2021	LLMD WATER CHARGES	180.08	
			4	42890-002	3/24/2021	LLMD WATER CHARGES	177.96	
			2	24035-002	3/24/2021	LLMD WATER CHARGES	177.96	
			2	21576-002	3/24/2021	LLMD WATER CHARGES	177.96	
			2	21575-002	3/24/2021	LLMD WATER CHARGES	132.74	
			4	42271-002	3/24/2021	LLMD WATER CHARGES	131.66	
					3/24/2021	LLMD WATER CHARGES	113.98	
					3/24/2021	LLMD WATER CHARGES	113.98	
					3/24/2021	LLMD WATER CHARGES	113.98	
					3/24/2021	LLMD WATER CHARGES	113.98	
					3/24/2021	LLMD WATER CHARGES	105.18	
					3/24/2021	LLMD WATER CHARGES	67.02	
					3/24/2021	LLMD WATER CHARGES	62.78	
					3/24/2021	LLMD WATER CHARGES	62.78	
					3/24/2021	LLMD WATER CHARGES	60.66	
					3/24/2021	LLMD WATER CHARGES	60.66	
					3/24/2021	LLMD WATER CHARGES	60.66	
					3/24/2021	LLMD WATER CHARGES	60.66	
					3/24/2021	LLMD WATER CHARGES	60.66	
					3/24/2021	LLMD WATER CHARGES	39.34	
11000	111 - 10 - 0 - 1		Provide and the second state of the second second second states and the second se		3/24/2021	WATER & SEWER	32.90	3,347.8
34	4/15/2021 Voucher:		KEENAN & ASSOCIATES	053121	4/8/2021	MAY 2021 MEDICAL INS.	19,265.21	19,265.2
	4/15/2021 Voucher:	00244	LOWE'S HIW, INC	040221	4/2/2021	MAR 2021 CITY HALL SUPPLI	352.28	352.2

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Final Check List City of Jurupa Valley

Bank : chase CHASE BANK (Continued)							
Check # Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
14902 4/15/2021 Voucher:	00848	MOBILE MODULAR STORAGI	E300431777 300428307 300435404	3/27/2021 3/22/2021 4/2/2021	APR 2021 STORAGE CONT.#7 APR 2021 STORAGE CONT.# APR 2021 STORAGE CONT# 7	243.52 125.10 119.93	488.55
14903 4/15/2021 Voucher:	02730	NBS GOVERNMENT FINANCE		4/8/2021	COP DISCLOSURE COMPLIAI	4,950.00	4,950.00
14904 4/15/2021 Voucher:	01361	OLDCASTLE PRECAST, INC	500032741 500032744 500032746 500032742 500032743 500032745	3/24/2021 3/24/2021 3/24/2021 3/24/2021 3/24/2021 3/24/2021	MAR 2021 ZONE 16 CATCH B MAR 2021 ZONE 137 CATCH E MAR 2021 ZONE 78 CATCH B MAR 2021 CATCH BASIN INSE MAR 2021 ZONE 73 CATCH B MAR 2021 ZONE 73 CATCH B	1,014.00 1,001.52 667.68 166.92 156.00	
14905 4/15/2021 Voucher:	02396	ONYX PAVING COMPANY INC		3/31/2021	MAR 2021 ZONE 126 CATCH I MAR 2021 PEDLEY RD IMPRC	78.00 120,317.50	3,084.12 120,317.50
14906 4/15/2021 Voucher:	00245	ORTIZ, ROGELIO	21132	3/19/2021	STAFF SHIRTS	297.22	297.22
14907 4/15/2021 Voucher:	01585	PEPE'S INC	97180	3/25/2021	TOWING SVCS- SHERIFF'S D	100.00	100.00
14908 4/15/2021 Voucher:	01228	PUBLIC AGENCY RETIREMEN	47787	4/8/2021	FEB 2021 REP FEES	347.79	347.79
14909 4/15/2021 Voucher:	00892	RICKS HEATING AND AIR CO	2126	3/12/2021	SVCS UNIT ON ROOF, FILTEF	350.00	350.00
14910 4/15/2021 Voucher:	01273	SANTA ANA RIVER WATER CO	24000-1	4/1/2021	LLMD WATER CHARGES	262.50	262.50
14911 4/15/2021 Voucher:		SANTA FE BUILDING MAINTE	19631	3/31/2021 3/31/2021	MAR 2021 CITY HALL MAINT COVID-19 MAR 2021 CITY HAI	3,842.00 2,478.00	6,320.00
14912 4/15/2021 Voucher:		STEVEN R. NORRIS & ASSOC	041321	4/13/2021	APPRAISAL SVCS- 5293 MISS	12,000.00	12,000.00
14913 4/15/2021 Voucher: 14914 4/15/2021		THE GAS COMPANY TRAFFIC MANAGEMENT INC.	040521 040621 721845	4/5/2021 4/6/2021 3/30/2021	MAR 2021 GAS SVCS- CITY H MAR 2021 GAS SVS- JV BOXI SQUARE POST, SPEED LIMIT	421.10 96.73	517.83
Voucher:			721848 721851	3/31/2021 3/30/2021 3/30/2021	HEAVY DUTY ANCHOR TELESPAR BEACON RED & A	1,682.37 913.50 77.24	2,673.11

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Final Check List City of Jurupa Valley

Bank	: chase C	HASE BANK	(Continued	(b				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	4/15/2021	01733	UNIFIRST CORPORATION	3251643843	3/8/2021	MAR 2021 UNIFORM CLEANIN	63.56	
	Voucher:			3251641476	3/1/2021	MAR 2021 UNIFORM CLEANIN	60.79	
				3251646334	3/15/2021	MAR 2021 UNIFORM CLEANIN	60.79	7
				3251648738	3/22/2021	MAR 2021 UNIFORM CLEANIN	60.79	245.93
		00042	XCS DOCUMENT MGMT SOL	L054275	3/23/2021	MAR 2021 COPY COST ID#13:	1,383.27	
2	Voucher:			054276	3/23/2021	MAR 2021 COPY COST ID#13;	1,227.97	
				054274	3/23/2021	MAR 2021 COPY COST ID#13;	705.61	3,316.85
	4/15/2021 Voucher:	02274	ZAVALA, JORGE D.	11700	3/30/2021	MA20193 TABLES & CHAIRS F	73.00	73.00

Sub total for CHASE BANK:

451,765.79

void 14366

(485.60) 451, 280.19

Page: 7

Void Checks

Bank code: chase

(none)

VoidCkEP 04/15/21 10:32A	Void Check Edit List Vity of Jurupa Valley	Page: 1
Document #: Check #: Vendor: Post into:	Void Date: 04/15/2021 Posting #: 9224 Group: rosiec 14366 Bank code: chase Check Date: 12/18/20 01360 COUNTY OF RIVERSIDE, SHERIFF DEPARTMENT 10/2021 Check amount: 485.60	4/15/21
Doc Source	Account Number Description Amo	unt
disb	P 100 21110	.60 CR
disb S*	B 100 11111	.60 DB
disb S*	B 001 11111	.60 DB
disb S*	R 001 20000	.60 CR
Balance Sheet Totals:	100	0.00

VoidCkEP 04/15/21		Void Check Edit List City of Jurupa Valley	Page: 3
Fund		Balance Sheet Fund Totals Debits Credits Difference	
		Debits Credits Difference	
100	General Fund	485.60 485.60 0.00	
901	Cash Fund	485.60 485.60 0.00	

VoidCkEP 04/15/21	10:32AN	Л			Void Che City of	ck Posti Jurupa Va	10 M. 120 201	t			Page: 1
C	iment #: Check #: Vendor: ost into:	156805 14366 01360 COUNT 10/2021 Ch	Void Date: Bank code: Y OF RIVERSI teck amount:	chase	Check	·····	15 /18/20	Group:	rosiec		
Doc Source		Account Number	er			Description					Amount
disb		B 100.21110			A	ccounts P	ayable				485.60 CR
disb	S*	B 100.11111				ash & Inve		5			485.60 DB
disb	S*	B 901.11111			(ash & Inve	estments	5			485.60 DB
disb	S*	B 901.30900			C	ontrol Cas	h Balanc	ce			485.60 CR
Balance Shee	et Totals:		971.20	DB	-	971.2	0 CR			Difference:	0.00

VoidCkEP 04/15/21	10:32AM	Vo	id Check Postina Li City of Jurupa Valley	Page: 3		
		Ba	alance Sheet Fund Total			
Fund			Debits	Credits	Difference	
100	General Fund		485.60	485.60	0.00	
901	Cash Fund		485.60	485.60	0.00	

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04/22/2021 11:11:16AM

Final Check List City of Jurupa Valley

Bank : chase CHASE BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	4/22/2021 Voucher:	02738	ACOSTA, EMA	B20-001199	4/20/2021	B20-001199 BLDG REIMB 106	180.00	180.00
	4/22/2021 Voucher:	01226	ADLERHORST INTERNATION	1/106134	3/10/2021	BS REPLACEMENT COVER: K	59.26	59.26
14920	4/22/2021	00240	AMERICAN FORENSIC NURS	E74317	2/15/2021	LAB SVCS- SHERIFF'S DEPT.	775.00	
	Voucher:			74375	2/28/2021	LAB SVCS- SHERIFF'S DEPT.	385.00	
				74376	2/28/2021	LAB SVCS- SHERIFF'S DEPT.	330.00	
				74316	2/15/2021	LAB SVCS- SHERIFF'S DEPT.	305.00	
				74339	2/15/2021	LAB SVCS- SHERIFF'S DEPT.	110.00	
				74400	2/28/2021	LAB SVCS- SHERIFF'S DEPT.	55.00	1,960.00
	4/22/2021 Voucher:		ASTORGA, JOSE	B19-000562	4/19/2021	B19-000562 BLDG REIMB 876	658.00	658.00
	4/22/2021 Voucher:	02739	BAKER, STEVEN	B20-000099	4/20/2021	B20-000099 BLDG REIMB 187	470.15	470.15
14923	4/22/2021	00233	BIO-TOX LABORATORIES IN	C40944	3/15/2021	LAB SVCS- SHERIFF'S DEPT	2,400.00	
	Voucher:			40945	3/15/2021	LAB SVCS- SHERIFF'S DEPT	2,370.00	
				40257	10/13/2020	LAB SVCS- SHERIFF'S DEPT	2,335.00	
				40256	10/13/2020	LAB SVCS- SHERIFF'S DEPT	1,853.00	
				40996	3/15/2021	LAB SVCS- SHERIFF'S DEPT	688.00	
				40308	10/13/2020	LAB SVCS- SHERIFF'S DEPT	92.00	9,738.00
	4/22/2021 Voucher:	01393	CHERRY VALLEY FEED AND	P0958	3/17/2021	DOG FOOD FOR CITY K-9 HY	193.92	193.92
	4/22/2021 Voucher:	02735	COPPERFASTEN TECHNOLC	0(22323	3/31/2021	SPAM TITAN CLOUD, YR SUB	2,903.00	2,903.00
	4/22/2021 Voucher:	00997	CROWN CASTLE	BD-2019-18249	4/20/2021	BD-2019-18249 BLDG REIMB	156.06	156.06
	4/22/2021 Voucher:	02631	DC ELECTRONICS TWO, INC	. 217968	1/1/2021	1/1/21-3/31/21 BURGLAR ALAF	120.00	120.00
14928	4/22/2021 Voucher:	00595	DEPT OF FORESTRY & FIRE	F0000001357374	4/7/2021	FY 20/21 WILDLAND FIRE PR	230,656.34	230,656.34
14929	4/22/2021 Voucher:	01328	DOUBLE D RENTALS, INC.	51583	4/14/2021	CONCRETE & TRAILER- MIXE	429.82	429.82
14930	4/22/2021 Voucher:	02736	EARTHWORKS ENGINEERIN	CB20-001606	4/20/2021	B20-001606 CDWD REIMB 567	1,000.00	1,000.00

Final Check List City of Jurupa Valley

Bank	k: chase C	HASE BANK	(Continued	1)				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	4/22/2021 Voucher:	00587	FASTENAL COMPANY	CAJUR46517 CAJUR46410	4/5/2021 3/31/2021	COVID CITY HALL SUPPLIES- CLEAN UP EVENT SUPPLIES-	1,253.58 180.85	1,434.43
	4/22/2021 Voucher:	01348	FRONTIER HOMES	BD-2018-15388	4/19/2021	BD-2018-15388 BLDG REIMB	1,422.36	1,422.36
14933	4/22/2021 Voucher:	02047	GONZALEZ, MIGUEL	B20-001703	4/20/2021	B20-001703 BLDG REIMB 605	37.50	37.50
	4/22/2021 Voucher:	01236	HD SUPPLY CONSTRUCTION	.50015414842	3/31/2021	CITY HALL- YELLOW ADA MA	323.26	323.26
AL-1000 (EX EC	4/22/2021 Voucher:	02741	HP COMMUNICATIONS	B19-000271	4/19/2021	B19-000271 BLDG REIMB 119	220.98	220.98
14936	4/22/2021 Voucher:	02351	INVISION INDIAN HILLS LLC	B19-000714 B19-000715 B19-000713	4/19/2021 4/19/2021 4/19/2021	B19-00714 BLDG REIMB 8145 B19-00715 BLDG REIMB 8161 B19-00713 BLDG REIMB 8129	410.50 271.00 233.00	914.50
	4/22/2021 Voucher:	00051	JOE A. GONSALVES & SON	158956	4/15/2021	MAY 2021 LEGISLATIVE SVCS	3,000.00	3,000.00
	4/22/2021 Voucher:	00199	JURUPA COMMUNITY SERVIC	23829-003 23828-003 23875-003 25472-003 40163-003 28035-003 23342-003 21933-002 23343-002	4/7/2021 4/7/2021 4/7/2021 4/7/2021 4/7/2021 4/7/2021 4/7/2021 4/7/2021	JCSD WATER CHARGES JCSD WATER CHARGES JCSD WATER CHARGES JCSD WATER CHARGES IRR WATER CHARGES 9801 FAIRFOR (IRR) JCSD WATER CHARGES JCSD WATER CHARGES JCSD WATER CHARGES	392.08 177.96 177.96 139.42 103.06 88.22 81.86 81.86 60.66	1,303.08

Final Check List City of Jurupa Valley

Bank :	chase C	HASE BAN	IK (Contin	ued)				
heck #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Tota
14939 4/		00199	JURUPA COMMUNITY SEF	VIC43864-002	4/14/2021	CFD IRR WATER CHARGES	264.50	
Vc	oucher:			43074-002	4/14/2021	CFD WATER CHARGES	249.98	
				43055-002	4/14/2021	LLMD WATER CHARGES	192.42	
				40264-002	4/14/2021	LLMD WATER CHARGES	190.30	
				41884-002	4/14/2021	CFD WATER CHARGES	189.98	
				40265-002	4/14/2021	LLMD WATER CHARGES	188.18	
				43927-003	4/14/2021	CFD WATER CHARGES	177.96	
				43381-002	4/14/2021	LLMD WATER CHARGES	171.22	
				40893-002	4/14/2021	CFD WATER CHARGES	130.62	
				40916-002	4/14/2021	LLMD WATER CHARGES	105.18	
				40164-002	4/14/2021	IRR WATER CHARGES	89.22	
				43868-002	4/14/2021	CFD IRRI WATER CHARGES	83.78	
				41009-002	4/14/2021	LLMD WATER CHARGES	81.86	
				40895-002	4/14/2021	CFD WATER CHARGES	71.26	
				21845-002	4/14/2021	LLMD WATER CHARGES	71.14	
				42064-002	4/14/2021	LLMD WATER CHARGES	60.66	
				21723-002	4/14/2021	LLMD WATER CHARGES	47.82	
				21722-002	4/14/2021	LLMD WATER CHARGES	39.34	2,405.4
	oucher:		MCE CORPORATION	2103006	4/1/2021	MAR 2021 MAINT SVCS	55,316.38	55,316.3
14941 4/		01517	OFFICE DEPOT, INC	165319303001	3/26/2021	OFFICE SUPPLIES	507.51	
Vo	oucher:			164548550001	3/25/2021	OFFICE SUPPLIES	288.06	
				164223892001	3/19/2021	OFFICE SUPPLIES	257.47	
				161994248001	3/19/2021	OFFICE SUPPLIES	257.47	
				165148975001	4/6/2021	OFFICE SUPPLIES	209.01	
				166090148001	3/31/2021	OFFICE SUPPLIES	194.17	
				166199672001	3/31/2021	OFFICE SUPPLIES	127.78	
				168626047001	4/14/2021	OFFICE SUPPLIES	110.73	
				164549445001	3/25/2021	OFFICE SUPPLIES	109.03	
				161991568001	3/19/2021	OFFICE SUPPLIES	34.75	
				164223449001	3/19/2021	OFFICE SUPPLIES	34.75	
				168628675001	4/13/2021	OFFICE SUPPLIES	5.48	
				163208154001	3/24/2021	OFFICE SUPPLIES: CREDIT IN	-257.47	
				163233509001	3/24/2021	OFFICE SUPPLIES: CREDIT IN	-257.47	1,621.2

Final Check List City of Jurupa Valley

Bank : chase C	HASE BANK	C (Continued	(k				
Check # Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
14942 4/22/2021 Voucher:	01585	PEPE'S INC	92898	7/6/2020	TOWING SVCS-SHERIFF'S DE	100.00	100.00
14943 4/22/2021 Voucher:	02743	R H CONSTRUCTION & DESI	GB20-001616	4/20/2021	B20-001616 BLDG REIMB 665;	157.50	157.50
14944 4/22/2021 Voucher:	00262	RIVSIDE CNTY DEPT ANIMAI	_AN0000002188	4/14/2021	MAR 2021 ANIMAL SVCS	36,749.37	36,749.37
14945 4/22/2021 Voucher:	01261	RUBIDOUX COMMUNITY SVC	15058200-00 1500000-00 15036200-02 15058000-00 15013000-01 15062100-00 15026710-00 15012980-01 15036210-01	4/10/2021 4/10/2021 4/10/2021 4/10/2021 4/10/2021 4/10/2021 4/10/2021 4/10/2021 4/10/2021 4/10/2021	RCSD LLMD WATER CHARGE RCSD LLMD WATER CHARGE RCSD LLMD WATER CHARGE RCSD JV BOXING CLUB WAT RCSD LLMD WATER CHARGE RCSD LLMD WATER CHARGE	1,253.39 1,232.12 742.95 195.43 130.24 110.92 86.82 59.43 58.24 44.74	
14946 4/22/2021 Voucher:	02737	SILVA, EDWARD	15058400-00 B20-001589	4/10/2021 4/20/2021	RCSD LLMD WATER CHARGE B20-001589 BLDG REIMB 600	30.92 33.50	3,945.20 33.50
14947 4/22/2021 Voucher:	01253	SOFTSCAPES CORPORATIO	N2076 2087 2084 2085 2078 2083 2081 2080 2079 2086 2077	3/31/2021 4/19/2021 4/9/2021 4/1/2021 4/9/2021 4/9/2021 4/9/2021 4/9/2021 4/1/2021 4/19/2021 3/31/2021	APR 2021 ZONE 16 LANDSCA MAR 2021 HARVEST 1 LANDS MAR 2021 VAN BUREN LANDS MAR 2021 ZONE 5 LANDSCAF APR 2021 ETIWANDA LANDS(MAR 2021 ZONE 21 LANDSCAF MAR 2021 ZONE 9 LANDSCAF MAR 2021 ZONE 7 LANDSCAF APR 2021 SHOPS@BELLGRA MAR 2021 LIMONITE MED. LA APR 2021 CITY HALL LANDSC	8,200.00 4,774.52 4,203.02 3,011.70 1,505.00 1,462.36 1,118.14 468.14 350.00 339.34 150.00	25 582 22
14948 4/22/2021 Voucher:	00246	STATE OF CALIFORNIA DOJ,		3/8/2021 3/8/2021	FEB 2021 LAB SVCS- SHERIF SEP 2020 LAB SVCS- SHERIF	525.00 105.00	25,582.22 630.00
14949 4/22/2021 Voucher:	02349	STERICYCLE, INC.	8181825964	4/15/2021	MAR 2021 RECYCLE	98.10	98.10

Final Check List City of Jurupa Valley

Page: 5

Bank	: chase C	HASE BANK	C (Continued	1)				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
	4/22/2021 Voucher:	01615	STORER, DENNIS L.	1605	4/12/2021	BEE REMOVAL	300.00	300.00
	4/22/2021 /oucher:	02380	SWAGIT PRODUCTIONS, LLC	17461	3/31/2021	MAR 2021 VIDEO STREAMINC	1,695.00	1,695.00
	4/22/2021 Joucher:	00883	TYCO INTEGRATED SECURI	135765052	4/10/2021	MAY- JUL 2021 QUARTERLY	7,308.46	7,308.46
	4/22/2021 /oucher:	02742	VELAZQUEZ, IRMA	B19-000261	4/19/2021	B19-000261 BLDG REIMB 583	263.50	263.50
	4/22/2021 /oucher:	01873	WARREN-ANDERSON FORD	I C69055	4/8/2021	CITY VEHICLE AIR BAG MULT	371.73	371.73
	4/22/2021 /oucher:	01088	WEST COAST ARBORISTS, IN	N170912 170945	1/31/2021 3/31/2021	JAN 2021 20-21 CFD 2013-001 MAR 2021 20-21 TREE MAINT	32,440.00 2,788.00	35,228.00
51 51 TO	4/22/2021 /oucher:	02057	WEST VALLEY WATER DISTR	1041321	4/13/2021	MAR 2021- 1090 HALL	55.08	55.08
	4/22/2021 /oucher:	00881	WILLIAM LYON HOMES	B19-000824 B19-000826 B19-000823 B19-000828 B19-000819	4/19/2021 4/20/2021 4/19/2021 4/20/2021 4/19/2021	B19-000824 BLDG REIMB 1158 B19-000826 BLDG REIMB 1158 B19-000823 BLDG REIMB 1158 B19-000828 BLDG REIMB 1160 B19-000819 BLDG REIMB 1163	702.75 612.75 541.75 541.75 364.25	2,763.25
				2.0 000010	11 10/2021		504.25	2,703.25

Sub total for CHASE BANK: 431,804.64

40 checks in this report.

Grand Total All Checks: 431,804.64

0079 A790-3990 City Of Jurupa Valley

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 04/05/21: \$3,365.13

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION SUMMARY			
SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT) CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES CASH REQUIRED FOR CHECK DATE 04/05/21	3,365.13 3,365.13 5,825.00 9,190.13	

TRANSACTION DETAIL

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

TRANS. DATE 04/02/21	BANK NAME JPMORGAN CHASE BANK,	ACCOUNT NUMBER xxxxxx176	PRODUCT Direct Deposit	DESCRIPTION Net Pay Allocations	2,791.87	BANK DRAFT AMOUNTS <u>& OTHER TOTALS</u> 2,791.87
04/05/21	JPMORGAN CHASE BANK,	xxxxxx176	Taxpay®	Employee Withholdings Medicare Fed Income Tax CA Disability Total Withholdings	EFT FOR 04/02/21 99.06 27.08 81.99 208.13	2,791.87
				Employer Liabilities Medicare CA Unemploy CA Emp Train Total Liabilities	99.06 259.59 <u>6.48</u> 365.13	573.26
					EFT FOR 04/05/21	573.26
					TOTAL EFT	3,365.13

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

TRANS. DATE 04/05/21	BANK NAME ACCOUNT NUMBER Refer to your records for account Information	Product Payroll	DESCRIPTION Employee Deductions 457b EE Pretax EE Post-Tax Other In EE Pretax FSA EE Pretax Other Ins TO-PIA DEN EE PRE TO-PIA MED FF PRF	3,662.42 169.44 229.16 497.67 271.48 769.83	TOTAL
			TO-PIA MED EE PRE Total Deductions	769.83 5,600.00	

04/05/21

0079 A790-3990 City Of Jurupa Valley

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 04/07/21: \$127,134.51

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION SUMMARY			
SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT) CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES CASH REQUIRED FOR CHECK DATE 04/07/21	127,134.51 127,134.51 40,385.56 167,520.07	

TRANSACTION DETAIL

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

TRANS. DATE 04/06/21	BANK NAME JPMORGAN CHASE BANK,	ACCOUNT NUMBER xxxxxx176	PRODUCT Direct Deposit	DESCRIPTION Net Pay Allocations	95,908.41	BANK DRAFT AMOUNTS <u>& OTHER TOTALS</u> 95,908.41
04/07/21	JPMORGAN CHASE BANK,	xxxxx176	Taxpay®	Employee Withholdings Medicare Fed Income Tax CA Income Tax CA Disability Total Withholdings Employer Liabilities	EFT FOR 04/06/21 1,994.22 17,408.56 8,141.14 1,650.36 29,194.28	95,908.41
				Medicare CA Unemploy CA Emp Train Total Liabilities	1,994.23 36.67 	31,226.10
					EFT FOR 04/07/21	31,226.10
					TOTAL EFT	127,134.51

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

<u>TRANS. DATE</u> 04/07/21	BANK NAME ACCOUNT NUMBER Refer to your records for account Information	PRODUCT Payroll	DESCRIPTION Employee Deductions 401A Contributions 401a EE Pretax 457b EE Catch Up 457b EE Pretax EE Post-Tax Other In EE Pretax FSA EE Pretax Other Ins	851.04 7,465.87 400.00 1,950.00 1,762.00 80.77 843.47	TOTAL
				043.47	

03/20/21 - 04/02/21 04/07/21 0079 A790-3990 City Of Jurupa Valley

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 04/21/21: \$105,631.49

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION SUMMARY			
SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT) CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES CASH REQUIRED FOR CHECK DATE 04/21/21	105,631.49 105,631.49 18,696.18 124,327.67	

TRANSACTION DETAIL

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

TRANS. DATE 04/20/21	<u>BANK NAME</u> JPMORGAN CHASE BANK,	ACCOUNT NUMBER	PRODUCT Direct Deposit	DESCRIPTION Net Pay Allocations	82,304.52	BANK DRAFT AMOUNTS & OTHER TOTALS 82,304.52
04/21/21	JPMORGAN CHASE BANK,	xxxxxx176	Taxpay®	Employee Withholdings Medicare Fed Income Tax CA Income Tax CA Disability Total Withholdings	EFT FOR 04/20/21 1,660.50 12,662.78 5,933.01 1,374.19	82,304,52
				Employer Liabilities Medicare CA Unemploy CA Emp Train Total Liabilities	21,630.48 1,660.51 35.10 0.88 1,696.49	23,326.97
					EFT FOR 04/21/21	23,326.97
					TOTAL EFT	105,631.49

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

<u>TRANS. DATE</u> 04/21/21	BANK NAME ACCOUNT NUMBER Refer to your records for account Information	PRODUCT Payroll	DESCRIPTION Employee Deductions 401A Contributions 401a EE Pretax 457b EE Catch Up 457b EE Pretax EE Pretax FSA Med ESA EE Pretax	851.04 7,380.78 400.00 1,950.00 80.77	TOTAL
			Med FSA EE Pretax Total Deductions	80.77 65.38 10,727.97	

04/03/21 - 04/16/21 04/21/21

ORDINANCE NO. 2021-10

AN ORDINANCE OF THE CITY OF JURUPA VALLEY AMENDING THE JURUPA VALLEY MUNICIPAL CODE TO UPDATE THE LOCAL DEVELOPMENT MITIGATION FEE FOR FUNDING THE PRESERVATION OF NATURAL ECOSYSTEMS IN ACCORDANCE WITH THE WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES HABITAT CONSERVATION PLAN

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

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

(a) The ecosystems of the City and western Riverside County, and the vegetation communities and sensitive species they support are fragile, irreplaceable resources that are vital to the general welfare of all residents.

(b) These vegetation communities and natural areas contain habitat value that contributes to the City's and the region's environmental resources.

(c) Special protections for these vegetation communities and natural areas are being established to prevent future endangerment of the plant and animal species that are dependent upon them.

(d) Adoption and implementation of this Ordinance will help to enable the City to achieve the conservation goals set forth in the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP"), adopted by the City Council on October 20, 2011, to implement the associated Implementing Agreement executed by the City Council on October 20, 2011, and to preserve the ability of affected property owners to make reasonable use of their land consistent with the requirements of the National Environmental Policy Act ("NEPA"), the California Environmental Quality Act ("CEQA"), the Federal Endangered Species Act ("FESA"), the California Endangered Species Act ("CESA"), the California Natural Community Conservation Planning Act ("NCCP Act"), and other applicable laws.

(e) The purpose and intent of this Ordinance is to update the Local Development Mitigation Fee to assist in the maintenance of biological diversity and the natural ecosystem processes that support this diversity; the protection of vegetation communities and natural areas within the City and western Riverside County that are known to support threatened, endangered, or key sensitive populations of plant and wildlife species; the maintenance of economic development within the City by providing a streamlined regulatory process from which development can proceed in an orderly process; and the protection of the existing character of the City and the region through the implementation of a system of reserves that will provide for permanent open space, community edges, and habitat conservation for species covered by the MSHCP.

(f) The findings set forth herein are based on the MSHCP and the 2020 Nexus Study, and the estimated implementation costs of the MSHCP as set forth in the 2020 Nexus Study, a copy of which is on file in the City Clerk's office.

(g) The Western Riverside County Regional Conservation Authority ("RCA") has prepared an updated nexus study entitled "Western Riverside County Multiple Species Habitat Conservation Plan Nexus Fee Study Update" (the "2020 Nexus Study") pursuant to California Government Code Sections 66000 *et seq.* for the purpose of updating the Local Development Mitigation Fee ("LDMF"). On December 7, 2020, the RCA Board of Directors adopted the 2020 Nexus Study. On December 31, 2020, the RCA Board of Directors directed RCA Permittees, including the City, to adopt this Ordinance updating the Local Development Mitigation Fee.

(h) Pursuant to Article 11, Section 7 of the California Constitution, the City is authorized to enact measures that protect the health, safety, and welfare of its citizens.

(i) Pursuant to Government Code Section 66000 *et seq.*, the City is empowered to impose fees and other exactions to provide necessary funding and public facilities required to mitigate the negative effect of new development projects.

(j) On October 20, 2011, the City Council took action on the MSHCP and the associated Implementing Agreement and adopted the original LDMF, and made appropriate findings pursuant to CEQA.

(k) The levying of LDMF has been reviewed by the City Council and staff in accordance with the California Environmental Quality Act ("CEQA") and the City's CEQA Guidelines and it has been determined that the adoption of this Ordinance is exempt from CEQA pursuant to Section 21080(b)(8) of the California Public Resources Code and Sections 15273 and 15378(b)(4) of the State CEQA Guidelines.

(1) Pursuant to Government Code Sections 66016, 66017, and 66018, the City has: (a) made available to the public, at least ten (10) days prior to its public hearing, data indicating the estimated cost required to provide the facilities and infrastructure for which Local Development Mitigation Fee is levied and the revenue sources anticipated to provide those facilities and infrastructure; (b) mailed notice at least fourteen (14) days prior to the City Council's regular meeting on April 15, 2021, to all interested parties that have requested notice of new or increased development fees; and (c) held a duly noticed, regularly scheduled public hearing at which oral and written testimony was received regarding the proposed fees.

(m) On April 15, 2021, the City Council of the City of Jurupa Valley held a duly noticed public hearing on the proposed Local Development Mitigation Fee, at which time all persons interested in the Local Development Mitigation Fee had the opportunity and did address the City Council on these matters. Following the receipt of public testimony the City Council closed the public hearing and duly considered the written and oral testimony received.

(n) All legal preconditions to the adoption of this Ordinance have occurred.

Section 2. <u>California Environmental Quality Act Findings</u>. (a) The proposed Local Development Mitigation Fee is not subject to the requirements of CEQA and the City's

CEQA Guidelines pursuant to Section 21080(b)(8) of the California Public Resources Code and Section 15273 of the CEQA Guidelines and because CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by public agencies which the public agency finds are for the purpose of (a) meeting operating expenses, including employee wage rates and fringe benefits or (b) obtaining funds for capital projects necessary to maintain service within existing service areas. (b) Further, on a separate and independent basis, the proposed Local Development Mitigation Fee is not subject to the requirements of CEQA and the City's CEQA Guidelines pursuant to Section 15378(b)(4) of the State CEQA Guidelines because the creation of government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, is not a "project" for purposes of CEQA. The City Council has reviewed the administrative record concerning the proposed Local Development Mitigation Fee and the proposed CEQA determinations, and based on its own independent judgment, finds that the update to Local Development Mitigation Fee set forth in this Ordinance is not subject to, or exempt from, the requirements of the CEQA and the State CEQA Guidelines pursuant to CEQA Section 21080(b)(8) and CEQA Guidelines Sections 15273 and 15378(b)(4).

Section 3. <u>Amendment to Chapter 3.80</u>. Chapter 3.80, Western Riverside County Multiple Species Habitat Conservation Plan Mitigation Fee Ordinance, of Title 3, Revenue and Finance, of the Jurupa Valley Municipal Code is hereby amended in its entirety to read as follows:

"CHAPTER 3.80. - WESTERN RIVERSIDE COUNTY MULTIPLE SPECIES HABITAT CONSERVATION PLAN MITIGATION FEE ORDINANCE

Sec. 3.80.010. - Short title.

The ordinance codified in this chapter shall be known as the "Western Riverside County Multiple Species Habitat Conservation Plan Mitigation Fee Ordinance."

Sec. 3.80.020. - Findings.

The City Council finds and determines:

- (1) The preservation of vegetation communities and natural areas within the City and western Riverside County that support species covered by the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP") is necessary to protect and promote the health, safety, and welfare of all the citizens of the City by reducing the adverse direct, indirect, and cumulative effects of urbanization and development and providing for permanent conservation of habitat for species covered by the MSHCP.
- (2) It is necessary to update certain development impact fees to ensure that all new development within the City pays its fair share of the costs of acquiring and preserving vegetation communities and natural areas within the City and the region, which are known to support plant and wildlife species covered by the MSHCP.

- (3) A proper funding source to pay the costs associated with mitigating the direct, indirect, and cumulative impacts of development to the natural ecosystems within the City and the region, as identified in the MSHCP, is a development impact fee for residential, commercial, and industrial development. The amount of the fee is determined by the nature and extent of the impacts from the development to the identified natural ecosystems and or the relative cost of mitigating such impacts.
- (4) The MSHCP and the 2020 Nexus Study, a copy of which is on file in the City Clerk's office, provides a basis for the imposition of development impact fees on new construction.
- (5) The use of the development impact fees to mitigate the impacts to the City's and the region's natural ecosystems is reasonably related to the type and extent of impacts caused by development within the City.
- (6) The costs of funding the proper mitigation of natural ecosystems and biological resources impacted by development within the City and the region are apportioned relative to the type and extent of impacts caused by the development.
- (7) The facts and evidence provided to the City establish that there is a reasonable relationship between the need for preserving the natural ecosystems in the City and the region, as defined in the MSHCP, and the direct, indirect, and cumulative impacts to such natural ecosystems and biological resources created by the types of development on which the fee will be imposed, and that there is a reasonable relationship between the fee's use and the types of development for which the fee is charged. This reasonable relationship is described in more detail in the MSHCP and the 2020 Nexus Study.
- (8) The cost estimates for mitigating the impact of development on the City's and the region's natural ecosystem and biological resources, as set forth in the MSHCP, are reasonable and will not exceed the reasonably estimated total of these costs.
- (9) The fee set forth herein does not reflect the entire cost of the lands that need to be acquired in order to implement the MSHCP and mitigate the impact caused by new development. Additional revenues will be required from other sources. The City Council finds that the benefit to each development project is greater than the amount of the fee to be paid by the project.
- (10) The fees collected pursuant to this chapter shall be used to finance the acquisition and perpetual conservation of the natural ecosystems and certain improvements necessary to implement the goals and objectives of the MSHCP.

Sec. 3.80.030. - Administrative Responsibility.

The Western Riverside County Regional Conservation Authority ("RCA") is hereby reaffirmed as the Administrator of this chapter. The RCA is hereby authorized to receive all fees generated from the Local Development Mitigation Fee within the City, and to invest, account for, and expend such fees in accordance with the provisions of the MSHCP, MSHCP Implementing

Ordinance, this chapter, and the MSHCP Mitigation Fee Implementation Manual. The detailed administrative procedures concerning the implementation of this chapter shall be contained in the MSHCP Mitigation Fee Implementation Manual adopted December 7, 2020, and as may be amended from time to time. The RCA Board of Directors may adopt a policy that will allow the City to authorize the RCA to calculate the fees due and collect those amounts directly from property owners. If such a policy is adopted, it will be included in the MSHCP Mitigation Fee Implementation Manual.

Sec. 3.80.040. - Definitions.

As used in this chapter, the following terms shall have the following meanings:

Accessory Dwelling Unit means an accessory dwelling unit as defined by California Government Code Section 65852.2(j)(1), or as defined in any successor statute.

Board of Supervisors means the Board of Supervisors of the County of Riverside, California.

City means the City of Jurupa Valley, California.

City Council means the City Council of the City of Jurupa Valley, California.

Credit means a credit allowed pursuant to Section 3.80.110 of this chapter, which may be applied against the development impact fee paid.

Development means a human-created change to improved or unimproved real estate, including buildings or other structures, mining, dredging, filing, grading, paving, excavating, and drilling.

Development Project or *Project* means any project undertaken for the purpose of development pursuant to the issuance of a building permit by the City pursuant to all applicable ordinances, regulations, and rules of the City and state law.

Junior Accessory Dwelling Unit means a junior accessory dwelling unit as defined by California Government Code Section 65852.22(h)(1), or as defined in any successor statute.

Local Development Mitigation Fee or Fee means the development impact fee imposed pursuant to the provisions of this chapter.

Multiple Species Habitat Conservation Plan or *MSHCP* means the Western Riverside County Multiple Species Habitat Conservation Plan, adopted by the City Council on October 20, 2011.

MSHCP Conservation Area has the same meaning and intent as such term is defined and utilized in the MSHCP.

Project Area means the area, measured in acres, within the Development Project including, without limitation, any areas to be developed as a condition of the Development Project. Except as otherwise provided herein, the Project Area is the area upon which the project will be assessed the Local Development Mitigation Fee. See the MSHCP Mitigation Fee Implementation Manual for additional guidance for calculating the Project Area.

Revenue or *Revenues* means any funds received by the City pursuant to the provisions of this chapter for the purpose of defraying all or a portion of the cost of acquiring and preserving vegetation communities and natural areas within the City and the region which are known to support threatened, endangered, or key sensitive populations of plant and wildlife species.

Western Riverside County Regional Conservation Authority or *RCA* means the governing body established pursuant to the MSHCP that is delegated the authority to oversee and implement the provisions of the MSHCP.

Any capitalized term not otherwise defined herein shall carry the same meaning and definition as that term is used and defined in the MSHCP.

Sec. 3.80.050. - Local development mitigation and local infrastructure fee.

- A. Adoption of Local Development Mitigation Fee Schedule. The City Council shall adopt an applicable Local Development Mitigation Fee schedule provided by the RCA through a separate resolution, which may be amended from time to time.
- B. Public Projects. The City is required to mitigate the impacts of Public Projects pursuant to the MSHCP and the MSHCP Implementing Agreement. The definition of Public Project and the method for mitigating Public Projects will be set forth in the MSHCP Mitigation Fee Implementation Manual.
- C. Periodic Fee Adjustment. The Local Development Mitigation Fee schedule set forth in the fee resolution referenced above may be periodically reviewed and the amounts adjusted as set forth in the MSHCP Mitigation Fee Implementation Manual.
- D. Automatic Annual Fee Adjustment. In addition to the Periodic Fee Adjustment mentioned above, the RCA shall provide the City with an automatic annual fee adjustment for the Local Development Mitigation Fee established by this chapter as set forth in the MSHCP Mitigation Fee Implementation Manual.

Sec. 3.80.060. - Imposition of the Local Development Mitigation Fee.

- A. The Local Development Mitigation Fee will be paid no later than at the issuance of a building permit. Notwithstanding any other provision of this Code, no building permit shall be issued for any Development Project unless the Local Development Mitigation Fee applicable to such Development Project has been paid. The amount of the Fee shall be calculated in accordance with the MSHCP Mitigation Fee Implementation Manual.
- B. In lieu of the payment of the Local Development Mitigation Fee as provided above, the Fee for a Development may be paid through a Community Facilities District, provided that such arrangement is approved by the RCA in writing.

Sec. 3.80.070. - Payment of Local Development Mitigation Fee.

- A. The Local Development Mitigation Fee shall be paid in full in accordance with applicable law.
- B. The Local Development Mitigation Fee required to be paid under this chapter shall be the fee in effect at the time the fee is paid for which the Local Development Mitigation Fee is assessed; provided, however, that Housing Development Projects as defined by California Government Code Section 65589.5(h)(2) may be entitled to pay the fee in effect at the time of the preliminary application was submitted.
- C. Notwithstanding anything in this Code, or any other written documentation to the contrary, the Local Development Mitigation Fee shall be paid whether or not the Development Project is subject to conditions of approval by the City imposing the requirement to pay the fee.
- D. If all or part of the Development Project is sold prior to payment of the Local Development Mitigation Fee, the Project shall continue to be subject to the requirement to pay the fee as provided herein.
- E. The fee title owner(s) of the Property is responsible for the payment of the Local Development Mitigation Fee.

Sec. 3.80.080. - Refunds.

Under certain circumstances, such as double payment, expiration of a building permit, or fee miscalculation due to clerical error, an applicant may be entitled to a refund. Refunds will be reimbursed by the end of the fiscal year on a first come, first served basis, depending upon the net revenue stream. Refunds will only be considered reimbursable if requested within three (3) years of the original LDMF payment. In all cases, the applicant must promptly submit a refund request with proof of LDMF payment to the RCA if RCA collected the LDMF, or if collected by the City, the refund request shall be submitted to the City, which will subsequently forward the request to RCA for verification, review, and possible action.

- (1) Expiration of Building Permits. If a building permit should expire, is revoked, or is voluntarily surrendered and is, therefore voided and no construction or improvement of land has commenced, then the applicant may be entitled to a refund of the LDMF collected which was paid as a condition of approval, less administration costs. Any refund must be requested within three (3) years of the original payment. The applicant shall pay the current LDMF in effect at the time in full if s/he reapplies for the permit.
- (2) Double Payments. On occasion due to a clerical error, a developer has paid all or a portion of the required LDMF for project twice. In such cases, a refund of the double payment may be required.
- (3) Balance Due. When LDMF is incorrectly calculated due to City clerical error, it is the City's responsibility to remit the balance due to RCA. The error must be discovered within three (3) years of the original payment for the City to be held accountable. The amount due can be remitted through alternate methods agreed to

by the RCA Executive Committee. If first approved through RCA staff in writing, the calculation is not subject to additional review.

Sec. 3.80.090. - Acounting and disbursement of collected local development mitigation fees.

- A. All fees paid pursuant to this chapter shall be deposited, invested, accounted for, and expended in accordance with Government Code Section 66006 and all other applicable provisions of law.
- B. Subject to the provisions of this section, all fees collected pursuant to this chapter shall be remitted to the Western Riverside County Regional Conservation Authority at least quarterly.
- C. In the resolution mentioned in Section 3.80.050.A, the City may also add an additional cost to the Local Development Mitigation Fee schedule to cover the costs of collecting the fees from project proponents. Any amounts collected by the City shall not reduce the amount collected and remitted to the RCA under this chapter.

Sec. 3.80.100. - Exemptions.

The following types of construction shall be exempt from the provisions of this chapter:

- A. Reconstruction or improvements that were damaged or destroyed by fire or other natural causes, provided that the reconstruction or improvements do not result in additional usable square footage.
- B. Rehabilitation or remodeling to an existing Development Project, provided that the rehabilitation or remodeling does not result in additional usable square footage.
- C. Accessory Dwelling Units, but only to the extent such fee is exempted under state law.
- D. Junior Accessory Dwelling Units, but only to the extent such fee is exempted under state law.
- E. Existing structures where the use is changed from an existing permitted use to a different permitted use, provided that no additional improvements are constructed and does not result in additional usable square footage.
- F. Certain Agricultural Operations as allowed by the MSHCP, as amended.
- G. Vesting Tentative Tract Maps entered into pursuant to Government Code Section 66452 *et seq.* (also, Government Code Section 66498.1 *et seq.*) and Development Projects that are the subject of a development agreement entered into pursuant to Government Code Section 65864 *et seq.*, prior to the effective date of Resolution No. 2011-48 wherein the imposition of new fees are expressly prohibited, provided that if the term of such a vesting map or development agreement is extended by amendment or by any other manner after the effective date of Resolution No. 2011-48, the MSHCP Fee shall be imposed.

Except as exempted above, all projects are required to make a mitigation payment/contribution and where no mitigation payment process is specified, the project will pay the updated per acre mitigation fee.

Sec. 3.80.110. - Fee credits.

Any Local Development Mitigation Fee credit that may be applicable to a Development Project shall be determined by the City and approved by the RCA. All Fee Credits shall comply with the resolutions, ordinances, Implementing Agreement, and policies of the Western Riverside County Regional Conservation Authority including, without limitation, the MSHCP Mitigation Fee Implementation Manual."

Section 4. <u>Severability</u>. This Ordinance and the various parts, sections, and clauses thereof, are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid, the remainder of this Ordinance shall be affected thereby. If any part, sentence, paragraph, section, or clause of this Ordinance, or its application to any person entity is adjudged unconstitutional or invalid, such unconstitutionality or invalidity shall affect only such part, sentence, paragraph, section, or clause of this Ordinance, or person or entity; and shall not affect or impair any of the remaining provision, parts, sentences, paragraphs, sections, or clauses of this Ordinance, or its application to other persons or entities. The City Council hereby declares that this Ordinance would have been adopted had such unconstitutional or invalid part, sentence, paragraph, section, or clause of this Ordinance not been included herein; or had such person or entity been expressly exempted from the application of this Ordinance.

Section 5. <u>Effect of Ordinance</u>. 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. <u>Certification</u>. 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. Pursuant to Section 13.2(A) of the MSHCP Implementing Agreement, the City Clerk shall send a copy of this Ordinance to RCA within thirty (30) days of the date of adoption.

Section 7. <u>Effective Date</u>. 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 6th day of May, 2021.

Lorena Barajas 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. 2021-10 was introduced at a meeting of the City Council of the City of Jurupa Valley on the 15th day of April, 2021, and thereafter at a regular meeting held on the 6th day of May, 2021, 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 6th day of May, 2021

Victoria Wasko, City Clerk City of Jurupa Valley RETURN TO AGENDA

City of Jurupa Valley

STAFF REPORT

DATE: MAY 6, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

SUBJECT: AGENDA ITEM NO. 13.D

RESOLUTION RECONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE COVID-19 (CORONAVIRUS) PANDEMICAND AND IMPOSING ADDITIONAL REGULATIONS

RECOMMENDATION

1) That the City Council adopt Resolution No. 2021-28, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, RECONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY RELATING TO THE COVID-19 VIRUS PANDEMIC AND IMPOSING ADDITIONAL REGULATIONS TO DEAL WITH COVID-19 PANDEMIC

ANALYSIS

As everyone is painfully aware, the COVID-19 pandemic has created major challenges for the City, Riverside County, the State and the nation in dealing with its health and economic impacts.

Government Code § 8630 and Jurupa Valley Municipal Code Chapter 2.30 provide that the City Council of the City of Jurupa Valley may proclaim the existence of a local emergency.

On March 19, 2020, the City Council adopted Resolution No. 2020-10 proclaiming the existence of a local emergency in response to the COVID-19 pandemic. On March 26, 2020, May 7, 2020, May 28, 2020, June 4, 2020, August 6, 2020, December 3, 2020 and February 18, 2021 the City Council adopted resolutions reaffirming the findings made in Resolution No. 2020-10 and proclaiming the continued existence of a local emergency in response to the COVID-19 pandemic.

The declaration of a Local Emergency under these laws enables the City to take whatever actions are necessary to address the emergency. The mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use

mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19.

The proposed Resolution makes the findings confirming the Local Emergency. Except for an update of the findings, the Resolution is the same as the one adopted on February 18, 2021.

FINANCIAL IMPACT

While there are economic impacts to the community from the Governor's Executive Orders and the Riverside County Public Health Officer's Orders, there is no fiscal impact from this Resolution.

ALTERNATIVES

- 1. Adopt the Resolution reaffirming the Local Emergency
- 2. Modify the Resolution.

Submitted by:

Rod B. Butler City Manager

Reviewed by:

ior 2

Peter M. Thorson City Attorney

Reviewed by:

Michael Flad Assistant City Manager

Attachment(s):

1. Resolution No. 2021-28, Reaffirming the Local Emergency and Imposing Additional Restrictions.

RESOLUTION NO. 2021-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA RECONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY RELATING TO THE COVID-19 VIRUS PANDEMIC AND IMPOSING ADDITIONAL REGULATIONS TO DEAL WITH COVID-19 PANDEMIC

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

Section 1. <u>Recitals.</u> The City Council finds, determines and declares that:

(a) Government Code § 8630 and Jurupa Valley Municipal Code Chapter 2.30 provide that the City Council of the City of Jurupa Valley may proclaim the existence of a local emergency as defined by Government Code § 8558, subdivision (c).

(b) In December 2019, an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19), was first identified in Wuhan City, Hubei Province, China, and has spread outside of China, impacting countries throughout the world, including the United States.

(c) Since the federal Centers for Disease Control and Prevention ("CDC") confirmed the first possible case of community spread of COVID-19 in the United States on February 26, 2020, there has been a significant and continued escalation of United States domestic cases and deaths from COVID-19.

(d) On March 4, 2020, Gavin Newsom, Governor of the State of California, proclaimed a state of emergency to exist in California due to the spread of COVID-19.

(e) On March 11, 2020, the World Health Organization declared the COVID-19 outbreak to be a pandemic.

(f) On March 13, 2020, President Trump determined that the ongoing Coronavirus Disease 2019 (COVID-19) pandemic is of sufficient severity and magnitude to warrant an emergency determination under section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207.

(g) Governor Newsom has issued several Executive Orders making certain findings and issuing emergency orders to deal with the COVID-19 pandemic. These Executive Orders are listed and updated continuously at <u>https://www.gov.ca.gov/category/executive-orders/</u>. More Executive Orders and modifications to existing Executive Orders are expected.

(h) The California Department of Public Health reports a significant number of COVID-19 cases and deaths in the state although the numbers are trending down. The number of cases and deaths are reported and updated at <u>https://www.cdph.ca.gov/programs/cid/dcdc/pages/immunization/ncov2019.aspx</u>. (i) The Riverside County Public Health Officer reports a significant number of COVID-19 cases and deaths in the County although the numbers are trending down. The number of cases and deaths are reported and updated at <u>https://www.rivcoph.org/coronavirus.</u>

(j) The Riverside County Public Health Officer has issued numerous Health Orders making certain findings and issuing emergency orders to deal with the COVID-19 pandemic. The Riverside County Health Officer's Orders are listed and updated continuously at <u>https://www.rivcoph.org/coronavirus</u>. More Health Orders and modifications to existing Health Orders are expected.

(k) The Governor's Executive Orders and Riverside County Health Officer's Health Orders to close non-essential businesses and prohibit gatherings has created economic hardship and dislocation for persons and businesses and will reduce tax revenues to the City necessary for providing essential City services.

(1) Due to the expanding list of countries with widespread transmission of COVID-19, increasing travel alerts and warnings for countries experiencing sustained or uncontrolled community transmission issued by the CDC, the escalation of United States domestic cases of and deaths from COVID-19, the identification of COVID-19 cases in California and Riverside County, COVID-19, and the severity and magnitude of the COVID-19 pandemic, has created conditions that are or likely to be beyond the control of local resources and require the combined forces of other political subdivisions to combat.

(m) The mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19.

(n) The City Council finds that these conditions warrant and necessitate that the City reaffirm and proclaim the existence of a local emergency.

(o) On March 19, 2020, the City Council adopted Resolution No. 2020-10 proclaiming the existence of a local emergency in response to the COVID-19 pandemic, which declaration will be confirmed and refined as necessary during the duration of the local emergency.

(p) On March 26, 2020, the City Council adopted Resolution No. 2020-11 reaffirming the findings made in Resolution No. 2020-10 and proclaiming the continued existence of a local emergency in response to the COVID-19 pandemic, which declaration will be confirmed and refined as necessary during the duration of the local emergency.

(q) On May 7, 2020, the Council adopted Resolution No. 2020-21 reaffirming the findings made in Resolution No. 2020-11 and proclaiming the continued existence of a local emergency in response to the COVID-19 pandemic, which declaration will be confirmed and refined as necessary during the duration of the local emergency.

(r) On May 28, 2020, the Council adopted Resolution No. 2020-35 reaffirming the findings made in Resolution No. 2020-11 and proclaiming the continued existence of a local

emergency in response to the COVID-19 pandemic, which declaration will be confirmed and refined as necessary during the duration of the local emergency.

(s) On June 4, 2020, the Council adopted Resolution No. 2020-42 reaffirming the findings made in Resolution No. 2020-11 and proclaiming the continued existence of a local emergency in response to the COVID-19 pandemic, which declaration will be confirmed and refined as necessary during the duration of the local emergency.

(t) On August 8, 2020, the Council adopted Resolution No. 2020-70 reaffirming the findings made in Resolution No. 2020-11 and proclaiming the continued existence of a local emergency in response to the COVID-19 pandemic, which declaration will be confirmed and refined as necessary during the duration of the local emergency.

(u) On December 3, 2020, the Council adopted Resolution No. 2020-88 reaffirming the findings made in Resolution No. 2020-11 and proclaiming the continued existence of a local emergency in response to the COVID-19 pandemic, which declaration will be confirmed and refined as necessary during the duration of the local emergency.

(v) On February 12, 2021, the Council adopted Resolution No. 2021-14 reaffirming the findings made in Resolution No. 2020-11 and proclaiming the continued existence of a local emergency in response to the COVID-19 pandemic, which declaration will be confirmed and refined as necessary during the duration of the local emergency.

(w) As used in this Resolution the "Local Emergency" means the local emergency declared by the City Council in Resolution No. 2020-10, reaffirmed in Resolution Nos. 2020-11, 2020-21, 2020-35, 2020-42, 2020-70, 2021-14 and this Resolution, as the findings and resolutions may be reviewed, reaffirmed and expanded as provided by law, and shall terminate upon adoption by the Council of a resolution terminating the local emergency.

Section 2. <u>Proclamation of Local Emergency.</u> Based on the findings set forth above, the City Council of the City of Jurupa Valley hereby proclaims that a local emergency now exists throughout the City of Jurupa Valley and reaffirms the proclamation of a local emergency as set forth in Resolution Nos. 2020-10, 2020-11, 2020-21, 2020-35, 2020-42, 2020-70, 2020-88 and 2021-14. During the existence of the Local Emergency, the following regulations shall apply:

(a) <u>City Manager Powers.</u> The powers, functions, and duties of the City Manager and the emergency organization of this City shall be those prescribed by state law, by ordinances, and resolutions of this City, and by the approved emergency plans of the City of Jurupa Valley.

(b) <u>Continuation of Local Emergency</u>. The local emergency shall be deemed to continue to exist until its termination is proclaimed by resolution of the City Council of the City of Jurupa Valley, State of California.

(c) <u>Review of Local Emergency.</u> The City Council shall endeavor to review this local emergency proclamation at least every thirty (30) days, or the next regular City Council Meeting following the expiration of the 30-day period, and shall terminate the emergency proclamation at the earliest possible date the conditions warrant. Statutory periods for the review

and reaffirmation of local emergencies in Government Code Section were waived by the Governor's State of Emergency Declaration issued on March 4, 2020.

(d) <u>Agreements.</u> Pursuant to the provisions of Jurupa Valley Municipal Code Section 2.10.060(12) the City Manager is authorized to enter into agreements on behalf of the City necessary under this declaration of an emergency.

(e) <u>Bidding Waived.</u> Pursuant to the provisions of Jurupa Valley Municipal Code Section 3.15.070(b) the City Council determines that for the reasons described in this Resolution, compliance with the bidding requirements of Chapter 3.15 of Jurupa Valley Municipal Code is not in the best interest of the City and such bidding requirements are waived.

(f) <u>Utility Shut Offs Suspended.</u> The discontinuation or shut-off of water, gas, cable, or electrical service by private or public utilities for residential, commercial, and industrial accounts in the City for non-payment of bills is hereby suspended during the existence of the Local Emergency.

(g) <u>Stimulus Program.</u> There is hereby established the "COVID-19 Stimulus Program" for the City of Jurupa Valley.

1) Businesses located and operating in the City of Jurupa Valley are eligible for loans to assist such business in preserving their business operations and paying its workers during the term of the Local Emergency due to financial impacts related to COVID-19.

2) The loans will be forgivable upon fulfillment of conditions supporting these purposes.

3) The City Council will allocate funds to fund the loans and may approve a program to fulfill the goals of this program.

4) The City Manager is directed an authorized to develop the terms and procedures for making such loans.

5) For purposes of the COVID-19 Stimulus Program, "financial impacts related to COVID-19 include, but are not limited to, a substantial decrease in a businesses' income as a result of any of the following: (1) workers unable to work due to being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (2) lay-off, loss of hours, or other income reduction resulting from impacts from COVID-19; (3) compliance with an order or directive from a government health authority; or (4) worker's child care needs arising from school closures related to COVID-19.

6) Upon the formal adoption of the program by the City Council, this provision shall be repealed.

(h) <u>26-Acre City Park.</u> The City park located on the twenty-six (26) acres of land owned by the City and adjacent to and northerly of the Santa Ana River with the entrance to the property being at the southeast corner of 64th and Downey Street shall be closed during the existence of the Local Emergency until such time as the City Council elects to open it.

(i) <u>Street Parking Violation Enforcement Partially Suspended.</u> Enforcement of parking violations on City Streets shall be suspended during the existence of the Local Emergency except for violations involving: (1) the no parking, no stopping, no parking except by permit restrictions in the area around Downey Park at 64th Street and Downey Street as described in City Council Resolution No. 2017-09, including the tow-away provisions for those violations; (2) parking in spaces designated for disable persons or disabled veterans without proper permits; (3) commercial vehicle having a manufacturer's gross vehicle weight rating of more than ten thousand (10,000) pounds; and (4) parking restrictions on City streets affecting public safety, such as, but not limited to, the prohibitions on parking in front of fire hydrants, parking in crosswalks, parking so as to block driveways, or parking outside of allowable distances from curbs.

(j) <u>Compliance with State and County Health Orders.</u> All persons and business entities in the City of Jurupa Valley shall comply with all of the Governor's Executive Orders concerning COVID-19 and the Riverside County Public Health Officer's Orders concerning COVID-19. It is the intent of the City that the regulations and restrictions contained in this Resolution shall be as restrictive or more restrictive than the Orders of the Governor or Riverside County Public Health Officer.

Section 3. <u>Ratification of City Manager's Actions.</u> The City Council hereby ratifies the actions of the City Manager taken pursuant to Resolutions 2020-10, 2020-11, 2020-21, 2020-35, 2020-42, 2020-70, 2020-88 and 2021-14.

Section 4. <u>Further Actions.</u> The City Manager shall: Forward a copy of this Resolution to the Director of California Governor's Office of Emergency Services; request the Governor of California, pursuant to the Emergency Services Act issue a proclamation declaring an emergency in Riverside County and waive regulations that may hinder response and recovery efforts; request that recovery assistance be made available under the California Disaster Assistance Act; and request that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

Section 5. <u>Certification</u>. 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 6th day of May, 2021.

Lorena Barajas 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. 2021-28 was duly adopted and passed at a meeting of the City Council of the City of Jurupa Valley on the 6th day of May, 2021 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 6th day of May, 2021.

Victoria Wasko, City Clerk City of Jurupa Valley RETURN TO AGENDA

City of Jurupa Valley

STAFF REPORT

DATE: MAY 6, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER BY: PAUL TOOR, DIRECTOR OF PUBLIC WORKS

SUBJECT: AGENDA ITEM NO. 13.E

APPROVAL OF REPLACEMENT SUBDIVISION AGREEMENTS AND IMPROVEMENT BONDS FOR TRACT MAP 32721 LOCATED ON THE NORTHEAST CORNER OF MURIEL DRIVE AND LA CANADA DRIVE (HP-SA ER, LLC)

RECOMMENDATION

- 1. That the City Council approve and authorize the Mayor and City Clerk to execute the replacement Subdivision Agreements; and
- 2. That the City Council accept the Faithful Performance Bond No. 38K0083738 in the amount of \$557,500 and Material and Labor Bond No. 38K0083738 in the amount of \$278,750 from the Ohio Casualty Insurance Company for the construction of improvements within Tract Map 32721 and the Faithful Performance Bond No. 38K0083740 in the amount of \$28,500 from the Ohio Casualty Insurance Company for the subdivision monuments.

BACKGROUND

At the regularly scheduled meeting on August 2, 2018, the City Council voted to approve Final Tract Map 32721, approve and authorize the Mayor and City Clerk to execute the Subdivision Improvement Agreements, and to accept the Faithful Performance Bonds and Material and Labor Bonds. These agreements and bonds were obtained from Hacienda Properties, LLC. Hacienda Properties, LLC has since sold the tract to HP-SA ER, LLC. HP-SA ER, LLC is to construct the improvements and replace the bonds and agreements currently recorded with the City.

ANALYSIS

Final Tract Map 32721 provides for the development of 22 single-family residential units and all associated road and utility improvements on a 6.90 acre site located on the northeast corner of Muriel Drive and La Canada Drive. The next step in the process is consideration of the replacement agreements for the subdivision work and posting of the replacement surety to guarantee completion of the work.

The City Attorney has reviewed and approved the Subdivision Improvement Agreements and the Improvement Bond forms. Staff recommends that the City Council accept the replacement subdivision agreements and public improvement bonds.

OTHER INFORMATION

Previous Actions:

• City Council meeting of August 2, 2018. City Council approved Final Tract Map 32721, subdivision agreements, and accepted offers of dedication and improvement bonds from Hacienda Properties, LLC.

FINANCIAL IMPACT

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

ALTERNATIVES

- 1. Take no action.
- 2. Provide alternative direction to staff.

Reviewed by:

Director of Public Works

Prepared by:

Ma

Tina M. York, PE Development Services Manager

Approved as to form by:

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Peter M. Thorson City Attorney

Submitted by:

on,

Rod Butler City Manager

Reviewed by:

Michael Flad Assistant City Manager

Reviewed by:

indens

Connie Cardenas Director of Administrative Services

Attachments:

- 1. Exhibit #1 Tract Map 32721
- 2. Exhibit #2 Subdivision Agreements
- 3. Exhibit #3 Bonds

LOT INFORMATION:	HE CITE OF JURUPA VALLEY, COUNTY	OF RIVERSIDE, STATE OF CALIF	ORNIA
NUMBER OF LOTS: 24 LETTERED LOTS: 3 TOTAL AREA: 6.90 ACRES	TRACT NO		SHEET 1 OF 3 SHEETS
	BEING A SUBDIVISION OF THAT PORTION OF SHOWN BY MAP ENTITLED, "MAP SHOWING LANDS FORMERLY BELONGING TO A.C. AR RECORDED IN BOOK 6, PAGE 31 OF MAP CALIFOR	RESUBDIVISION OF A PORTION OF THE MSTRONG ESTATE", AS SHOWN BY MAP S, RECORDS OF RIVERSIDE COUNTY,	RECORDER'S STATEMENT FILED THIS 26 DAY OF September 2018,
OWNER S STATEMENT	SAKE ENGINEERS, INC.	JUNE 2018	AT 3:33 (M., IN BOOK 464 OF MAPS AT PAGES 65-67 AT THE REQUEST OF THE CITY CLERK OF THE CITY OF JURUPA VALLEY
WE HEREBY STATE THAT WE ARE THE OWNER SUBDIVISION SHOWN HEREON; THAT WE ARE NECESSARY TO PASS A CLEAR TITLE TO SAID AND RECORDING OF THIS SUBDIVISION MAP LINE.	THE ONLY PERSONS WHOSE CONSENT IS LAND: THAT WE CONSENT TO THE MAKING		NO. 2018-0384648 FEE \$13.00 PETER ALDANA
THE REAL PROPERTY DESCRIBED BELOW IS I PURPOSES: LOTS "A" THROUGH "C", INCLUSI PUBLIC UTILITY PURPOSES.	DEDICATED AS AN EASEMENT FOR PUBLIC /E. THE DEDICATION IS FOR STREET AND		ASSESSOR-COUNTY CLERK-RECURDER BY: DOMA DOMA, DEPUTY
THE REAL PROPERTY DESCRIBED BELOW IS I FURPOSES: 14' TRAIL EASEMENT DEDICATION JURUPA AREA RECREATION AND PAI	IS FOR TRAIL PURPOSES IN FAVOR OF		SUBDIVISION GUARANTEE: CHICAGO TITLE
THE REAL PROPERTY DESCRIBED BELOW IS I PURPOSES: 10' WIDE PRIVATE ACCESS EASEN ACCESS PURPOSES IN FAVOR OF H.O.A.	DEDICATED AS AN EASEMENT FOR ACCESS IENT. THE DEDICATION IS FOR MAINTENANCE		·
WE HEREBY RETAIN LOT 23 (OPEN SPACE) F SUCCESSORS, ASSIGNEES.	OR THE SOLE BENEFIT OF OURSELVES, OUR		
WE HEREBY RETAIN THE EASEMENT INDICATED EASEMENT LYING WITHIN LOT 23 AS SHOWN BENEFIT OF OURSELVES, OUR SUCCESSORS, TRACT MAP.	HEREON, FOR PRIVATE USE, FOR THE SOLE	TAX BOND CERTIFICATE	JPERVISORS OF THE COUNTY OF
WE HEREBY RETAIN THE EASEMENT INDICATED FOR PRIVATE USE, FOR THE SOLE BENEFIT O ASSIGNEES, AND LOT OWNERS WITHIN THIS T	AS "UTILITY EASEMENT" AS SHOWN HEREON, F OURSELVES, OUR SUCCESSORS, RACT MAP.	RIVERSIDE, CALIFORNIA, CONDITIONED UPON TH COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPE TAXES, WHICH AT THE TIME OF FILING OF THI RECORDER ARE A LIEN AGAINST SAID PROPER BOND HAS BEEN DULY APPROVED BY SAID BO	CIAL ASSESSMENTS COLLECTED AS IS MAP WITH THE COUNTY TY BUT NOT YET PAYABLE AND SAID
WE HEREBY RETAIN THE EASEMENTS INDICATE SHOWN HEREON, FOR PRIVATE USE, FOR THE SUCCESSORS, ASSIGNEES, AND LOT OWNERS	SOLE BENEFIT OF OURSELVES, OUR	The 20	CASH OR SURETY TAX BOND
WE HEREBY RETAIN TO OURSELVES, SUCCESS CELL TOWER PURPOSES.	ORS, HEIRS AND ASSIGNS LOT 24 FOR		JON CHRISTENSEN COUNTY TAX COLLEGTOR
LOTS 18, 19, 20 AND 22 WILL REMAIN NOT DESCRIBED IN BOOK 72343 RECORDED 10–1 7–7–1969 HAVE BEEN ABANDONED BY RECO	9–1956 AND BOOK 68508 RECORDED	TAX COLLECTOR'S CERTIFICATE	BY: //mall Jacks, DEPUTY
HACIENDA PROPERTIES, LLC,			
a California limited liability company		I HEREBY CERTIFY THAT ACCORDING TO THE F DATE, THERE ARE NO LIENS AGAINST THE PRO UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL COLLECTED AS TAXES, EXCEPT TAXES OR SPE NOW A LIEN BUT NOT YET PAYABLE, WHICH A	OPERTY SHOWN ON THE WITHIN MAP FOR . TAXES OR SPECIAL ASSESSMENTS CIAL ASSESSMENTS COLLECTED AS TAXES
NAME: RAMON LAMELAS TITLE: PRES		T.U. 20	JON CHRISTENSEN

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NOTARY ACKNOWLEDGMENT

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

alifornia STATE OF COUNTY OF <u>Riverside</u> ON7-24-2018 BEFORE ME the Monn A NOTARY PUBLIC, PERSONALLY APPEARED Ramon hame -armin hamelas

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.

WHINESS MY HAND

Xu Mone Laure SIGNATURE Trene Yronne Colbert PRINT NAME

MY COMMISSION NUMBER: 20979.54

MY COMMISSION EXPIRES: Jan. 24, 2019

MY PRINCIPAL PLACE OF BUSINESS IS _____ Angeles _COUNTY.

SIGNATURE OMISSIONS NO FE

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

AN EASEMENT IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY FOR UTILITIES AND INCIDENTAL PURPOSES RECORDED OCTOBER 19, 1956, BK 72343 OF OFFICIAL RECORDS.

AN EASEMENT IN FAVOR OF RUBIDOUX COMMUNITY SERVICES DISTRICT FOR WATER PIPELINES AND INCIDENTAL PURPOSES RECORDED JULY 7, 1969, BK 68508 OF OFFICIAL RECORDS.

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 RAMON LAMELAS ON AUGUST. 2015. 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 OF 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.

__, 20<u>18</u> DATE: rondy DANIEL C. GC. 'EZ, L.S. 5538



CITY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO 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 MAP OF TRACT MAP 32721 AS FILED, AMENDED, AND APPROVED BY THE RIVERSIDE COUNTY BOARD OF SUPERVISORS ON SEPTEMBER 4, 2007, THE EXPIRATION DATE BEING JULY 19, 2018 AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

COUNTY TAX COLLECTOR BY: _____

DATE: _ , 20__ BY:

MICHAEL D. MYERS, CITY SURVEYOR R.C.E. 30702 EXPIRES: 3/31/2020



-, DEPUTY

CITY COUNCIL'S STATEMENT

THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES. 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.

THE DEDICATION FOR STREET AND PUBLIC UTILITY PURPOSES LOT"A" (ZARI CIRCLE), LOT" B" (LA CANADA DRIVE), LOT"C" (MURIEL DRIVE).

LOTS 18, 19, 20 AND 22 WILL REMAIN NOT DEVELOPABLE UNTIL THE EASEMENTS DESCRIBED IN BOOK 72343 RECORDED 10-19-1956 AND BOOK 68508 RECORDED 7-7-1969 HAVE BEEN ABANDONED BY RECORD NOTICE

DATE: Ang Z, 20/8

CITY OF JURUPA VALLEY, STATE OF CALIFORNIA

ATTEST: HATY CLERK utin 1050 BY:

MICHEAL GOODLAND, MAYOR

VICTORIA WASKO, CITY CLERK

JURUPA AREA RECREATION AND PARK DISTRICT

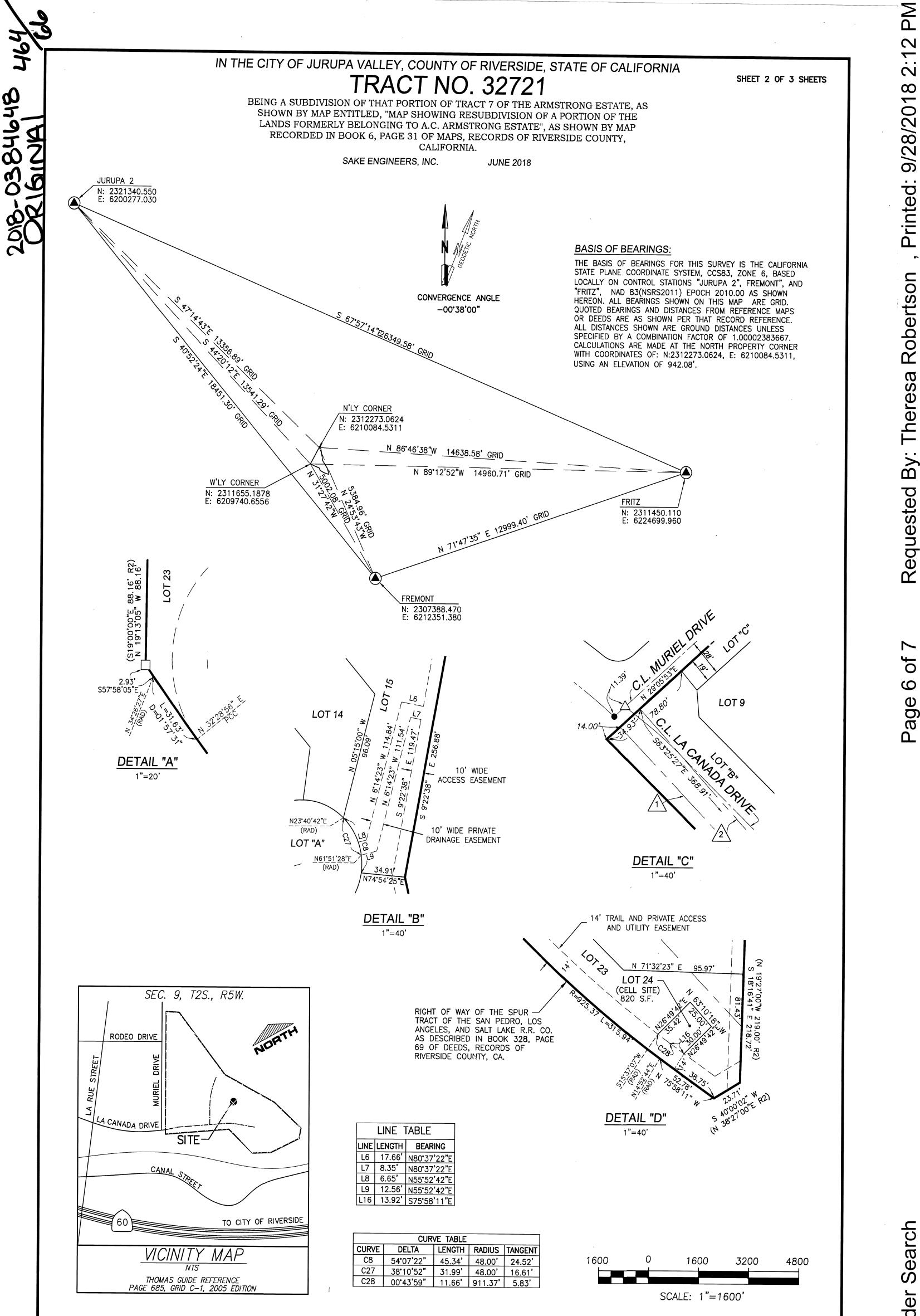
THE OFFER OF DEDICATION OF THE 14' WIDE TRAIL EASEMENT FOR PUBLIC PURPOSES IS HEREBY ACCEPTED.

BY: COLEY BIUGUID, GENERAL MANAGER

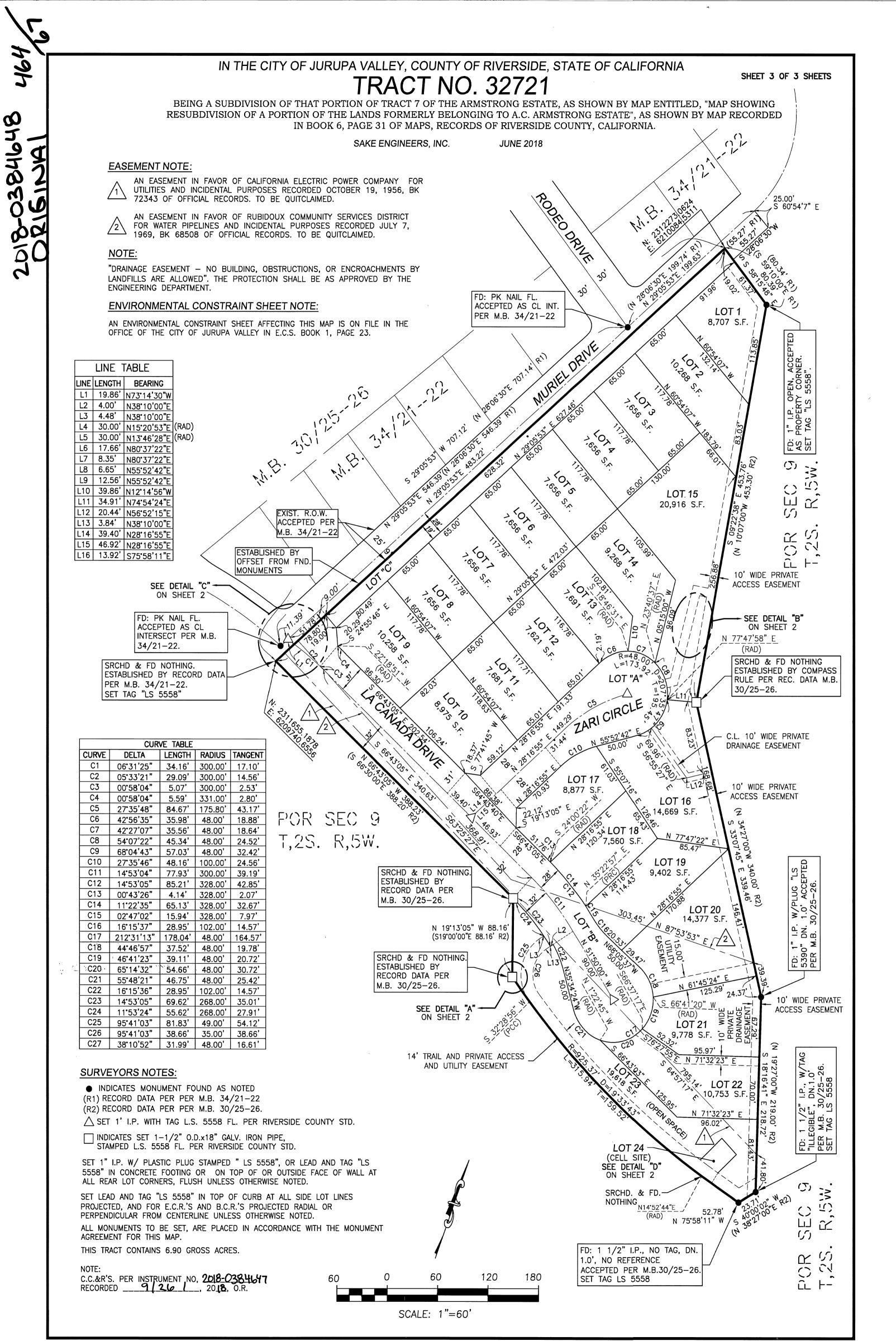
SEC 9, T2S, R5W SCHEDULE "A"



BY:







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Page 7

Order Search 2018-384648 REC A



SUBDIVISION AGREEMENT FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS TRACT NO. 32721

This agreement, made and entered <u>April 26</u>, 2021 by and between the City of Jurupa Valley, State of California, hereinafter called City, and HP-SA ER, LLC, a limited liability corporation, hereinafter called Subdivider.

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

FIRST: Subdivider, for and in consideration of the approval by City of the final map of that certain land division known as TR 32721, hereby agrees, at Subdivider's own cost and expense, to construct or cause to have constructed, with twenty four (24) months from the date this agreement is executed, in a good and workmanlike manner, a sewer system, complete with all necessary pipes, connections, and appurtenances necessary to the satisfactory operation of said systems, and further, to extend main or mains from the existing system maintained and operated by Rubidoux Community Services District (RCSD) to connect with the system described above with all pipe laid at such a depth as shown on the RCSD approved sewer improvement plan from the top of the pipe to street grade, unless otherwise specified by the RCSD District Engineer, all in accordance with those plans and specifications which have been approved by both the County Health Director and the City Engineer, and are on file in the office of RCSD. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, RCSD, and shall not be deemed complete until approved and accepted as complete by RCSD. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and RCSD and during this one year period to repair or replace to the satisfaction of the City Engineer and the RCSD District Engineer any defective work or labor done or defective materials furnished. Subdivider further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of fifty thousand five hundred dollars (\$50,500).

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

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

omissions of Subdivider, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

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

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

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

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

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

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by City Engineer, either at his or her own option, or upon request of Subdivider, and such

extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Subdivider further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement including any extensions of time as may be granted therein.

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

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

City

<u>Subdivider</u>

City of Jurupa Valley	HP-SA ER, LLC
8930 Limonite Ave	530 Technology
Jurupa Valley, CA 92509	Tustin, CA 92618
Attention: City Engineer	Attention: Executive Vice President

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

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

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

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

SIXTEENTH: General.

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

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

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

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

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

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

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

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

SUBDIVIDER

HP-SA ER, LLC, a limited liability corporation

Name: Timothy D. England Executive Vice President

Name: Secretary

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

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

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

"CITY"

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CITY OF JURUPA VALLEY, a Municipal corporation

Lorena Barajas Mayor

ATTEST:

Vicki Wasko, CMC City Clerk

APPROVED:

Paul Toor, PE City Engineer

APPROVED AS TO FORM

Peter M. Thorson City Attorney

Original: 7/1/11 Revised: 12/2/20

CALIFORNIA 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 OIZMAGE	
On APril 26, 2021 before me,_	STACE & OSSO, Autrey Palic
Date	 Here Insert Name and Title of the Officer
personally appeared	D. Englund Name(s) of Signer(s)
2	Nume(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

	OPTIC	ONAL		
Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. TP 32721				
Description of Atta Title or Type of Doc Document Date:	ched Document cument: <u>SUB-PIVISIE</u> SIMEL 42621 n Named Above:	NU AGMT FO	R (-WF, Sever mber of Pages: <u>4</u>	
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	ted 🗆 General	🗆 Partner – 🗆 Limited 🗆 General		
Individual	Attorney in Fact	Individual	Attorney in Fact	
□ Trustee	Guardian or Conservator	Trustee	Guardian or Conservator	
Other:		□ Other:		
Signer is Representi	ng:	Signer is Representing:	л. 	

©2018 National Notary Association

SUBDIVISION AGREEMENT FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS TRACT NO. 32721

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This agreement, made and entered as of <u>April 26</u>, 2021 by and between the City of Jurupa Valley, State of California, hereinafter called City, and HP-SA ER, LLC, a limited liability corporation, hereinafter called Subdivider.

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

FIRST: Subdivider, for and in consideration of the approval by City of the final map of that certain land division known as TR 32721, hereby agrees, at Subdivider's own cost and expense, to construct or cause to have constructed, with twenty four (24) months from the date this agreement is executed, in a good and workmanlike manner, road and drainage improvements, complete with all necessary curb, gutter, sidewalks, street lights, pavement, storm drain pipes, and catch basins to the satisfactory operation of said systems, with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the City Engineer, all in accordance with those plans and specifications which have been approved by both the Riverside County Flood Control and Water Conservation District and the City Engineer, and are on file in the office of the City Engineer. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and during this one year period to repair or replace to the satisfaction of the City Engineer any defective work or labor done or defective materials furnished. Subdivider further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of three hundred seventy-six thousand five hundred dollars (\$376,500).

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

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

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

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

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

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

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

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

bonds. Subdivider further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement including any extensions of time as may be granted therein.

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

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

<u>City</u>

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Subdivider

City of Jurupa Valley 8930 Limonite Ave Jurupa Valley, CA 92509 Attention: City Engineer HP-SA ER, LLC 530 Technology Tustin, CA 92618 Attention: Executive Vice President

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

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

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

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

SIXTEENTH: General.

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

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

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

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

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

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

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

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

SUBDIVIDER

HP-SA ER, LLC, a limited liability corporation

Name: Timothy D. England Executive Vice President

Name:

Secretary

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

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

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

"CITY"

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CITY OF JURUPA VALLEY, a Municipal corporation

Lorena Barajas Mayor

ATTEST:

Vicki Wasko, CMC City Clerk

APPROVED:

Paul Toor, PE City Engineer/Director of Public Works

APPROVED AS TO FORM

Peter M. Thorson City Attorney

Original: 7/1/11 Revised: 12/2/20 ¥.

CALIFORNIA 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	1
County of UIZAAGE	
On April 24, 2021 before me,	STACEY USSO Motory Rublic
Date	Here Insert Name and Title of the Officer
personally appeared IMofhY	D. England
	Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Signature of Notary Public Place Notary Seal and/or Stamp Above - OPTIONAL Completing this information can deter alteration of the document or ${\cal TR}$ 32721 fraudulent reattachment of this form to an unintended document. **Description of Attached Document** AGMT FOR CON Title or Type of Document: Document Date: Number of Pages: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: □ Corporate Officer – Title(s): _ □ Corporate Officer – Title(s): □ Partner – □ Limited □ General □ Partner – □ Limited □ General Individual □ Attorney in Fact Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Trustee Guardian or Conservator Other: □ Other: Signer is Representing: __ Signer is Representing:

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SUBDIVISION AGREEMENT FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS TRACT NO. 32721

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This agreement, made and entered <u>April 26</u>, 2021 by and between the City of Jurupa Valley, State of California, hereinafter called City, and HP-SA ER, LLC a limited liability corporation, hereinafter called Subdivider.

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

FIRST: Subdivider, for and in consideration of the approval by City of the final map of that certain land division known as TR 32721, hereby agrees, at Subdivider's own cost and expense, to construct or cause to have constructed, with twenty four (24) months from the date this agreement is executed, in a good and workmanlike manner, a water system, complete with all necessary pipes, valves, fire hydrants, connections, and appurtenances necessary to the satisfactory operation of said distribution system, and further, to extend main or mains from the existing supply system maintained and operated by Rubidoux Community Services District (RCSD) to connect with the distribution system described above with all pipe laid at such a depth as shown on the RCSD approved water improvement plans from the top of the pipe to street grade, unless otherwise specified by the RCSD District Engineer, all in accordance with those plans and specifications which have been approved by both the County Health Director and the City Engineer, and are on file in the office of RCSD. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, RCSD, and shall not be deemed complete until approved and accepted as complete by RCSD. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and RCSD and during this one year period to repair or replace to the satisfaction of the City Engineer and the RCSD District Engineer any defective work or labor done or defective materials furnished. Subdivider further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of one hundred thirty thousand five hundred dollars (\$130,500).

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

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

omissions of Subdivider, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

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

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

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

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

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

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be granted, from time to time, by City Engineer, either at his or her own option, or upon request of Subdivider, and such

extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Subdivider further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement including any extensions of time as may be granted therein.

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

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

City

Subdivider

City of Jurupa Valley	HP-SA ER, LLC
8930 Limonite Ave	530 Technology
Jurupa Valley, CA 92509	Tustin, CA 92618
Attention: City Engineer	Attention: Executive Vice President

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

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

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

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

SIXTEENTH: General.

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

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

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

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

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

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

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

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

SUBDIVIDER

HP-SA ER, LLC, a limited liability corporation

Name: Timothy D. England Executive Vice President

Name: Secretary

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

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

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

"CITY"

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a

CITY OF JURUPA VALLEY, a Municipal corporation

Lorena Barajas Mayor

ATTEST:

Vicki Wasko, CMC City Clerk

APPROVED:

Paul Toor, PE City Engineer

APPROVED AS TO FORM

Peter M. Thorson City Attorney

Original: 7/1/11 Revised: 12/2/20

CALIFORNIA 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 Cour	of Californi	°ORA	-NG E		}	~		0
On _	April	26	,2021	_ before me,				P-blic,
		Date		<u> </u>	n Here In	sert Ņame aŋ	d Title of the O	officer
perso	onally appe	ared		IMOTHY	Name(s) of Si	rgland gner(s)	r	

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



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

WITNESS my hand and official seal.

Signature Signature of Notary Public Place Notary Seal and/or Stamp Above **OPTIONAL** Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. Description of Attached Documen Title or Type of Document: Document Date: Number of Pages Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: □ Corporate Officer – Title(s): _ □ Corporate Officer – Title(s): _ □ Partner – □ Limited □ General □ Partner – □ Limited □ General □ Attorney in Fact Individual □ Attorney in Fact □ Individual □ Guardian or Conservator □ Guardian or Conservator □ Trustee □ Trustee Other: □ Other: Signer is Representing: _ Signer is Representing:

©2018 National Notary Association

AGREEMENT FOR THE PLACEMENT OF SURVEY MONUMENTS TR 32721

This agreement, made and entered into as of <u>April 26</u>, 2021 by and between the City of Jurupa Valley, County of Riverside, State of California hereinafter called City and HP-SA ER, LLC, a limited liability corporation, hereinafter called Subdivider.

WITNESSETH:

FIRST: Subdivider, for and in consideration of the approval by City of the final map of that certain land division known as TR 32721 hereby agrees, at Subdivider's own cost and expense, to furnish all labor, equipment and materials necessary to set, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the City Engineer tie notes for said tract in accordance with the standards set forth in Chapter 7.20, including Section 7.20.100, of the Jurupa Valley Municipal Code and Section 8771 et seq. of the Business and Professions Code of the State of California. Subdivider further agrees to pay, within 30 days of presentation to Subdivider of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Subdivider further agrees that if payment to the surveyor or engineer is not made within 30 days and the surveyor or engineer notifies City Engineer that he has not been paid for setting the final monuments, the City Council is authorized pursuant to Section 66497 of the Government Code, after providing Subdivider with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, to order that payment be made by City to the engineer or surveyor. If this occurs, the Subdivider shall, upon demand made by the City Engineer, and without proof of loss by City, reimburse City for any funds so expended. Notwithstanding any other provisions herein, the determination of City as to whether the surveyor or engineer has been paid shall be conclusive on Subdivider, its surety, and all parties who may have an interest in the agreement or any portion thereof. All of the above required work shall be done under the inspection of, and to the satisfaction of, the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City Engineer. The estimated cost of said work and improvements is the sum of Monument Bond Amount twenty-eight thousand five hundred dollars (\$28,500).

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

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

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

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

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

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

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

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

City	<u>Subdivider</u>
City of Jurupa Valley	HP-SA ER, LLC
8930 Limonite Ave	530 Technology
Jurupa Valley, CA 92509	Irvine, CA 92618

TENTH: General.

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

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

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

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

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

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

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

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

HP-SA ER, LLC

Name: Timothy D. England Executive Vice President

Name: Secretary

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

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

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

CALIFORNIA 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	1
County of ULANGE	
on April 24,2021	before me, Stacey USO Notary Public
Date	. Here Insert, Name and Title of the Officer
personally appeared	IMOTHY D. ENpland
	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

Place Notary Seal and/or Stamp Above

OPTIONAL

Signature of Notary Public

	OPTIONAL		
	nation can deter alteration o nent of this form to an uninte		
Title or Type of Document: A GREEMENT FOR PLACEMENT DE SUN, MONW			
Document Date: Simed 4/26/21 Number of Pages: 3			
Signer(s) Other Than Named Above:			
Capacity(ies) Claimed by Signer(s)			
Signer's Name:	Signer's Name	: ;	
Corporate Officer – Title(s):	Corporate O	fficer – Title(s):	
🗆 Partner – 🗆 Limited 🗆 General	🗆 Partner – 🗆	Limited 🗆 General	
Individual Attorney in I	Fact 🗆 Individual	Attorney in Fact	
Trustee Guardian or C	Conservator 🗆 Trustee	Guardian or Conservator	
□ Other:	Other:		
Signer is Representing:	Signer is Repre	esenting:	

©2018 National Notary Association

"CITY" CITY OF JURUPA VALLEY, a Municipal corporation

Lorena Barajas Mayor

ATTEST:

Vicki Wasko, CMC City Clerk

APPROVED:

Paul Toor, PE City Engineer

APPROVED AS TO FORM

Peter M. Thorson City Attorney

Original: 7/1/11 Revised: 12/2/20

City of Jurupa Valley

FAITHFUL PERFORMANCE BOND CITY OF JURUPA VALLEY, STATE OF CALIFORNIA (Government Code Section 66499.1)

V	treets and Drainage /ater System ewer System	\$ 376,500 \$ 130,500 \$ 50,500	Tract Bond No Premiur	
Surety	The Ohio Casual Company	y Insurance	Principal	HP-SA ER, LLC
Address	175 Berkeley St	··	Address	530 Technology
City/State	Boston, MA		City/State	Irvine, CA
Zip code	02116		Zip	92618
Phone	206-473-6210		Phone	949-472-0800

WHEREAS, the City of Jurupa Valley, State of California, and HP-SA ER, LLC (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to TR32721 project located at the northeast corner of Muriel Drive and La Canada Drive (PROJECT #), which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, we the principal and undersigned, as corporate surety, are held and firmly bound unto the City of Jurupa Valley in the penal sum of five hundred fifty-seven thousand five hundred dollars (\$557,500) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

City of Jurupa Valley

FAITHFUL PERFORMANCE BOND

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

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

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

NAME OF PRINCIPAL: HP-SA ER, LLC

AUTHORIZED SIGNATURE(S):

By:

Name: Timota P. Endand Title: EUP & Princingal

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY:

The Ohio Casualty Insurance Company

AUTHORIZED SIGNATURE:

Alison Berry, Attorney-in-Fact

Title

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

CALIFORNIA 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	1	
County of RAAGE	∫	0
on April 23,2021	before me, STACEY	OSSO, Nothing Pulic
Date	NA CONSTRUCTION OF A CONSTRUCTURA A CONS	Name and Title of the Officer
personally appeared	Name(s) of Signer	ngland

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



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

WITNESS my hand and official seal.

Signature _

Place Notary Seal and/or Stamp Above

Signature of Notary Public

	OPTI	ONAL	TCA A
Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.			
Description of Attack	hed Document Frithf ment:	il Perform	ANCE BOND Street
	Named Above:		
Capacity(ies) Claime	d by Signer(s)		
Signer's Name:		Signer's Name:	
Corporate Officer – Title(s):		□ Corporate Officer – 1	Fitle(s):
□ Partner – □ Limited □ General		□ Partner – □ Limited	
Individual	Attorney in Fact	Individual	
□ Trustee	Guardian or Conservator	Trustee	Guardian or Conservator
Other:		Other:	
Signer is Representing:		Signer is Representing:	
Signer is Representing	J:	Signer is kepresenting:	

©2018 National Notary Association

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of CALIFORNIA

County of FRESNO

April 10, 2021 before me, Christine Bagetakos, NOTARY PUBLIC, personally appeared

Alison Berry,

On

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 the 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.

Christine Bagitakes Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

□ INDIVIDUAL CORPORATE OFFICER

□ LIMITED \square PARTNER(S)

ATTORNEY-IN-FACT

 \Box TRUSTEE(S) □ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)



CA-ICW 24 (7/00)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8204535-969346

/ (POA) verification inquiries, HOSUR@libertymutual.com

For bond and/or Power of Attorney please call 610-832-8240 or email

Liberty Mutual Insurance Company

The Ohio Casualty Insurance Company

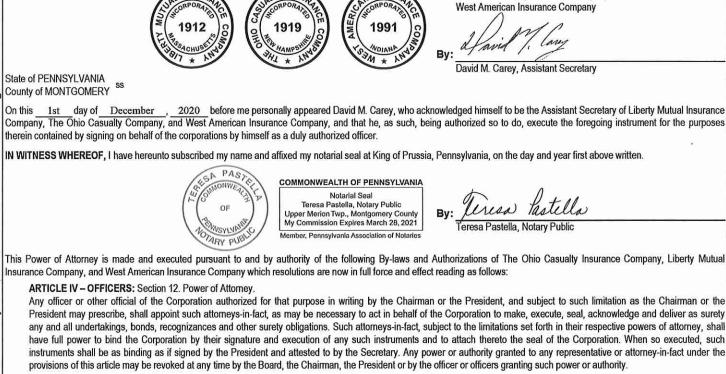
POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, <u>Alison</u> Berry; Lynn Bailey; Sydney M. Earl

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this <u>1st</u> day of <u>December</u>, <u>2020</u>.

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ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

INSUR

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of April , 2021 .



Renee C. Llewellyn, Assistant Secretary

City of Jurupa Valley

MATERIAL AND LABOR BOND CITY OF JURUPA VALLEY, STATE OF CALIFORNIA (Government Code Section 66499.1)

Wa	eets and Drainage ater System wer System	\$ 188,250 \$ 65,250 \$ 25,250	Tract Ma Bond No Premiur	38K008738	
Surety	The Ohio Casualty Insurance Company		Principal	HP-SA ER, LLC	
Address	75 Berkeley St		Address	530 Technology	
City/State	Boston, MA		City/State	Irvine, CA	
Zip code	02116		Zip	92618	
Phone	206-473-6210		Phone	949-472-0800	

WHEREAS, the City of Jurupa Valley, State of California, and HP-SA ER, LLC (hereinafter designated as "principal") have entered into, or are about to enter into, the attached Subdivision Agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to TR32721 project located at the northeast corner of Muriel Drive and La Canada Drive (PROJECT #), which agreement(s) is/are hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Jurupa Valley to secure the claims to which reference is made in Section 9100 of the Civil Code of the State of California;

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the City of Jurupa Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said agreements as referred to in Civil Code Section 9100 in the sum of two hundred seventy-eight thousand seven hundred fifty dollars (\$278,750) for materials furnished or labor thereon of any kind, or for amounts due under Section 13020 of the Unemployment Insurance Code, with respect to such work or labor, as required by section 9550 et. Seq. of the Civil Code that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall inure to the benefit of any and all persons, companies and corporations entitles to full claims under Section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

City of Jurupa Valley

MATERIAL AND LABOR BOND

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on _______April 16_2021_____.

NAME OF PRINCIPAL: HP-SA ER, LLC

AUTHORIZED SIGNATURE(S):

By:

Name: Timothy D. Engl Title: EVP& principal.

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: _____ The Ohio Casualty Insurance Company

AUTHORIZED SIGNATURE:

Alison Berry, Attorney-in-Fact

Title

(IF CORPORATION, AFFIX SEAL)

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURES OF PRINCIPAL AND ATTORNEY-IN-FACT.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of CALIFORNIA

County of FRESNO

On April 16, 2021

Alison Berry,

before me, Christine Bagetakos, NOTARY PUBLIC, personally appeared

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 the 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.

Christme Bagetakos Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulentreattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

□ INDIVIDUAL □ CORPORATE OFFICER

□ LIMITED

☑ ATTORNEY-IN-FACT

 \Box TRUSTEE(S) □ GUARDIAN/CONSERVATOR

 \square PARTNER(S)

OTHER:

SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)



CA-ICW 24 (7/00)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8204535-969346

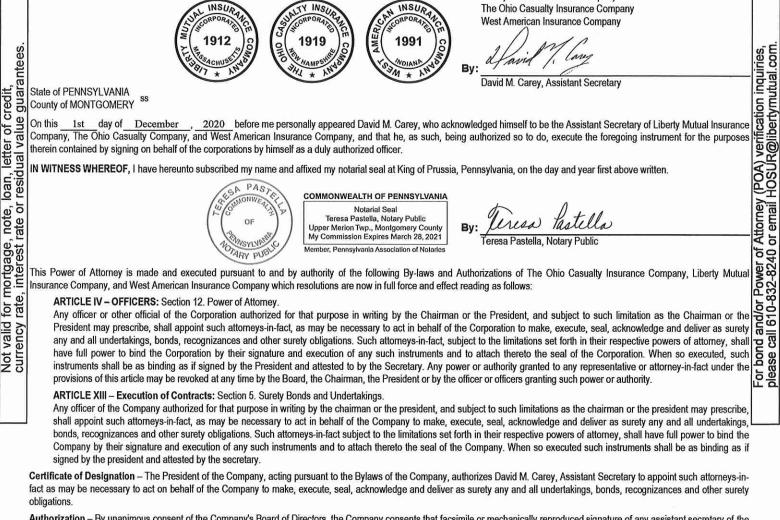
Liberty Mutual Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alison Berry; Lynn Bailey; Sydney M. Earl

all of the city of state of each individually if there be more than one named, its true and lawful attorney-in-fact to make, Fresno CA execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December , 2020 .



Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of 2021 April

INSU INSU INSUR 1991 By:

Renee C. Llewellyn, Assistant Secretary

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loan,

note,

for

LMS-12873 LMIC OCIC WAIC Multi Co_8/20

CALIFORNIA 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	l				
County of VRANGE		4	~		0
on April 23, 2021	_ before me,	TACLY	Osso.	Astary	Relic
Date		Here Insert	Name and	Title of the Officer	
personally appeared	Inothy	LD.	Enpl	and	
	Nat	ne(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.

Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

OPI	ONAL				
Completing this information can deter alteration of the document or Triad fraudulent reattachment of this form to an unintended document. 327217					
Title or Type of Document: MATERIA MAD (AFBOR BOND VIA)					
Document Date: SIgned 4/23/21 Number of Pages: 1					
Signer(s) Other Than Named Above:					
Capacity(ies) Claimed by Signer(s)					
Signer's Name:	Signer's Name:				
Corporate Officer – Title(s):					
□ Partner – □ Limited □ General	Partner – Limited General				
Individual Attorney in Fact	□ Individual □ Attorney in Fact				
Trustee Guardian or Conservator	Trustee Guardian or Conservator				
Other:	Other:				
Signer is Representing:	Signer is Representing:				

IRANA MARANA MANANA MANANA

©2018 National Notary Association

SUBDIVISION MONUMENT BOND

CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
(Government Code Section 66496)

		Tract Map No	32721
Surety	The Ohio Casualty	Bond No	38K008740
		Principal Premium: Address	HP-SA ER, LLC
	Insurance Company		\$143
Address	175 Berkeley St		530 Technology, Suite 100
City/State	Boston, MA	City/State	Irvine, CA
Zip	02116 Zip	92618	
Phone	206-473-6210 Phone		949-472-0800

KNOW ALL MEN BY THESE PRESENTS:

That, HP-SA ER, LLC (subdivider), as principal, and The Ohio Casualty Insurance Company, a corporation, as surety, are hereby jointly and severally bound to pay to the City of Jurupa Valley the sum of twenty-eight thousand five hundred dollars (\$28,500).

The condition of this obligation is that, whereas the subdivider, as a condition of the filing of the final map of Tract Map Number 32721, entered into an agreement with the City of Jurupa Valley to set Survey Monuments and Tie Points in said tract and furnish Tie Notes therefore and to pay the engineer or surveyor performing the work, in full, within 30 days after completion.

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

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

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

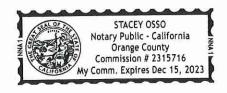
CALIFORNIA ACKNOWLEDGMENT

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 Californ County of	ia) R	ANG E		}			0.1
on April	23,	2021	_ before me,	STAcey	Osso	Notray	Public
	Date	-	-	, Here Inker	rt Name and J	itle of the Offic	er
personally appe	ared _	ļ	Imothy	Name(s) of Sigr(fland er(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 Sianatule of Notarv Public

Place Notary Seal and/or Stamp Above

OPTIONAL Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. Description of Attached Document UBDIVISION ONU Ment Title or Type of Document: Ines Document Date: Number of Pages: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____ □ Partner – □ Limited □ General □ Partner – □ Limited □ General Individual □ Attorney in Fact Individual □ Attorney in Fact □ Guardian or Conservator □ Trustee Guardian or Conservator □ Trustee Other: Other: Signer is Representing: Signer is Representing: _

©2018 National Notary Association

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of CALIFORNIA County of FRESNO On April 16, 2021 before me, Christine Bagetakos, NOTARY PUBLIC, personally appeared Alison Berry, 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 the 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. Christine Bagetakos Signature of Notary **OPTIONAL** Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER DESCRIPTION OF ATTACHED DOCUMENT □ INDIVIDUAL □ CORPORATE OFFICER CHRISTINE BAGETAKOS □ LIMITED \square PARTNER(S) Notary Public - California ☑ ATTORNEY-IN-FACT Fresno County \Box TRUSTEE(S) Commission # 2200014 □ GUARDIAN/CONSERVATOR My Comm. Expires Jun 3, 2021 OTHER: SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

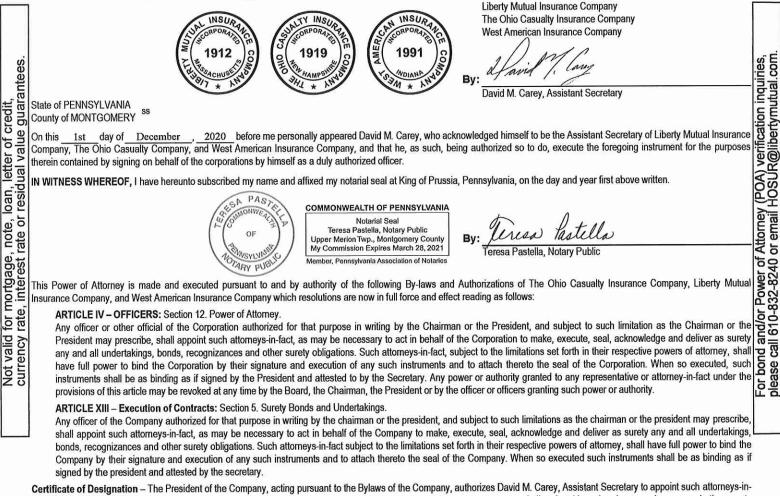
Certificate No: 8204535-969346

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, <u>Alison</u> Berry; Lynn Bailey; Sydney M. Earl

all of the city of <u>Fresno</u>state of <u>CA</u> each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this <u>1st</u> day of <u>December</u>, <u>2020</u>.



Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carley, Assistant Secretary to appoint such autometysinfact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of April , 2021 .



Renee C. Llewellyn, Assistant Secretary

RETURN TO AGENDA

City of Jurupa Valley

STAFF REPORT

DATE: MAY 6, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:ROD BUTLER, CITY MANAGERBY:PAUL TOOR, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: AGENDA ITEM NO. 13.F

AWARD CONSTRUCTION AGREEMENT TO ALL AMERICAN ASPHALT, INC. FOR MISSION BOULEVARD PAVEMENT REHABILITATION – PH. 1, CIP PROJECT NO. 20103

RECOMMENDATION

- That the City Council approve and award a construction agreement to All American Asphalt, Inc. in the amount of \$1,488,488 for the Mission Boulevard Pavement Rehabilitation Project – Ph. 1 (Agreement) for the work included in its proposal, and authorize the City Manager to execute the Agreement in substantially the form and format attached and in such final form as approved by the City Attorney; and
- 2. Authorize the City Manager, or his designee, to execute contract change orders not to exceed 10% of the total agreement, pursuant to requirements set forth in the agreement; and
- 3. Re-appropriate \$75,000 of Measure "A" funds from the City's Bain Street Pavement Rehabilitation and Shoulder Improvements Project, CIP Project No. 16-A.2, Account No. 71302, to the Project account to fund the total project costs: and
- 4. Authorize the City Manager to record the Notice of Completion upon acceptance of the work by the City Engineer.

BACKGROUND

At its meeting of June 18, 2020, the City Council approved the FY 2020-2021 Capital Improvement Plan (CIP). This CIP included the Mission Boulevard Pavement Rehabilitation Project – Ph. 1. This project will provide approximately 570,000 square feet of much needed pavement rehabilitation on Mission Boulevard between Pyrite Street and Valley Way.

The scope of work generally consists of cold milling the existing AC pavement, placement of a fiber reinforced AC level course and fiber reinforced ARHM overlay. Minor roadway widening occurs near the Tyrolite Street and Sikh Temple Way intersections in order to provide a left turn pocket for west bound traffic at those two locations.

In addition, this project also includes the traffic signal upgrades included as part of CIP 18-C.1 at the Valley Way intersection. These upgrades include modifying the existing raised center median to include a pedestrian refuge with signal actuation to allow pedestrians to make the crossing of Mission Boulevard in two movements. These upgrades will allow for the traffic signals to be re-timed to improve overall traffic operations and pedestrian safety through the intersection.

City staff prepared the bid package for the project and the City Engineer approved this bid package on March 24, 2021.

On March 27, 2021, the Notice Inviting Bids was published in The Press Enterprise. The City Clerk also advertised in various online bid posting services and additional notice was placed on the City's website. The bid package was uploaded to PlanetBids, the City's bid solicitation service provider, where interested bidders could obtain the complete bid document package.

ANALYSIS

Formal bidding procedures were followed in conformance with the Public Contract Code. Seven (7) bids were received on April 14, 2021 as summarized below.

All bids were reviewed for accuracy and completeness. All American Asphalt, Inc. submitted the lowest bid totaling \$1,488,488 and was verified as the lowest, responsive and responsible bidder.

Bidder	Base Bid
1. All American Asphalt, Inc.	\$1,488,488.00
2. Hardy & Harper, Inc.	\$1,528,650.00
3. Onyx Paving Company, Inc.	\$1,677,000.00
4. Sequel Contractors, Inc.	\$1,726,945.00
5. R.J. Noble Company	\$1,750,937.50
6. Vance Corporation	\$1,789,632.00
7. Griffith Company	\$1,964,223.00
Engineer's Estimate	\$1,739,075.00

City Public Works/City Engineering Department staff will provide Construction Management (CM) and inspection. This effort will require daily observation of contractor's operations, materials inspection and testing, monitoring compliance with the contract documents including temporary construction traffic control, preparation of monthly progress payment reports, and performance of various administrative activities related to the project. This construction support is estimated to cost \$120,000.

OTHER INFORMATION

Previous Actions:

None

FINANCIAL IMPACT

The total approved CIP Project Budget for the Mission Boulevard Pavement Rehabilitation Project – Ph. 1 is \$1,600,000 and is funded by the City's Measure A and RMRA allocations. The approved budget for the Mission Boulevard and Valley Way Intersection Improvements is \$200,000 funded by DIF (Signals). The total approved project budget is \$1,800,000. The budgeted funds are not sufficient for an award of contract and related support services. Approval of this agreement requires that the City Council re-appropriate \$75,000 from the City's Bain Street Pavement Rehabilitation and Shoulder Improvements Project, bringing the total project budget to \$1,875,000.

The total project costs are as follows:

Project Administration/Bid Package Preparation	\$115,000.00
Construction Contract	\$1,488,488.00
Contingency (5%)	\$148,848.80
Construction Support Services	\$120,000.00
Total	\$1,872,336.80

No General Fund monies are required for approval of this agreement.

ALTERNATIVES

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

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

Prepared by:

Chase Keys, P.E.

CIP Manager

Reviewed by:

ardona

Connie Cardenas Administrative Services Director

Approved as to form:

Peter Thorson City Attorney

Attachments:

www.jurupavalley.org

Reviewed by:

n Pà TOOT

Director of Public Works/City Engineer

Reviewed by:

Michael Flad Assistant City Manager

Submitted by:

Rod Butler City Manager

A) Construction Agreement, Project No. 20103

B) Project Location Map

Attachment A

Construction Agreement, Project No. 20103

Agreement No._____

AGREEMENT

PROJECT NO. 20103

MISSION BOULEVARD PAVEMENT REHABILITATION – PH. 1 Mission Boulevard – Pyrite Street to Valley Way

THIS Agreement, made and entered into the 6th day of May, 2021, by and between the City of Jurupa Valley, a municipal corporation, hereinafter called the "City" and <u>All American Asphalt, Inc.</u>, hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

- 1. <u>Scope of Services</u>. Contractor shall perform the work and provide all labor, materials, equipment and services, except as otherwise provided in the Plans or Special Provisions, in a good and workmanlike manner for the project identified as <u>Mission Boulevard Pavement Rehabilitation</u> <u>– Ph. 1</u> ("Project"), in accordance with this Agreement. The complete Agreement includes all of the Documents as if set forth in full herein, to wit, including the Agreement, any and all Contract Change Orders issued after the execution of the Agreement, Addenda No(s). <u>NA</u> issued prior to the opening of the Bids, the Special Provisions (which includes the General Provisions and Technical Provisions), the Project Plans, the Standard Plans, the Standard Specification, reference Specifications, the Bidder's Proposal, the Notice Inviting Bids, the Non-Collusion Affidavit, the Faithful Performance Bond, the Labor and Materials Payment Bond and insurance (the "Documents"), all of which are essential parts of the Agreement between City and Contractor and are hereby made a part of this Agreement. In the event of any conflict in the provisions thereof, the terms of said Documents as set forth above shall control, each over the other, in the order provided.
- <u>Compensation</u>. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of <u>one million four hundred eighty eight thousand four hundred eighty eight dollars</u>, (<u>\$1,488,488.00</u>), subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under the Documents.
- 3. <u>Payments</u>. City shall make payments within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days after receipt, and shall explain in writing the reasons why the payment request is not proper.

A payment shall be made as the City Council of the City prescribes upon estimates approved by the City Council. However, progress payments shall not be made in excess of ninety-five percent (95%) of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the City, and unused. The City shall withhold not less than five percent (5%) of the Agreement price until final completion and acceptance of the Project. However, at any time after fifty percent (50%) of the work has been completed, if the City Council of the City finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual work completed.

- 4. <u>Time</u>. The Contractor hereby agrees to commence work pursuant to this Agreement within fourteen (14) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the work, including corrective items of work, day to day thereafter, to completion, within <u>Forty-Five (45)</u> working days after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).
- 5. <u>Liquidated Damages</u>. The City and Contractor hereby agree that in case all construction called for under the Agreement is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of **\$1,000.00** per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. <u>Insurance</u>. The Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect: (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$2,000,000.00 combined single limit coverage against any injury, death, loss, or damage as a result of wrongful or negligent acts by the Contractor, its officers, representatives, volunteers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance with a minimum combined single limits coverage of \$1,000,000.00; and (4) workers' compensation insurance with a minimum limit of \$1,000,000.00 or the amount required by law, whichever is greater.

Acceptable insurance coverage shall be from an admitted corporate surety insurer licensed in the State of California, approved by the City, and with a rating of, or equivalent to, A:VII by A.M. Best & Company.

Any deviation from this rule shall require specific approval, in writing, from the City.

All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through addition of additional insured to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days prior written notice thereof by certified mail, return receipt requested. The Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

The Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor.

The Contractor shall submit to the City (1) insurance certificates indicating compliance with the minimum workers' compensation insurance requirements above, and (2) insurance policy endorsements not less than one (1) day prior to beginning of performance under this Agreement.

Any deductibles must be declared to and approved by the City.

The general liability and automobile liability policies must contain or be endorsed to contain the following provisions: "The City of Jurupa Valley and their officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed on behalf of the City of Jurupa Valley, including materials, parts or equipment furnished in connection with the work or operations."

The insurance provided by Contractor shall be primary to any coverage available to the City.

The Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required herein. All certificates and endorsements are to be received and approved by the City before work commences. The City may require, at any time, complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

- 7. <u>Bonds.</u> The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Agreement pursuant to Section 9550 of the Civil Code.
- 8. <u>Contractor's Guarantee</u>. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.
- Pursuant to the provisions of Section 1773 of the Labor Code of the State 9. Prevailing Wages. of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at http://www.dir.ca.gov. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor

and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to http://www.dir.ca.gov/Public-Works/PublicWorks.html.

- 10. <u>Third Party Claims</u>. City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.
- 11. <u>Antitrust Claims</u>. Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.
- 12. <u>Claim Dispute Resolution</u>. In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters

All claims arising out of or related to the Agreement or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

- <u>Debarred, Suspended or Ineligible Contractors</u>. Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractor pursuant to California Labor Code Section 1777.1 or 1777.7.
- 14. <u>Conflicts of Interest</u>. Contractor agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.
- 15. <u>Trenching and Excavations</u>. If the project involves trenching more than four (4) feet deep, Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any: material that Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; subsurface or latent physical conditions at the site differing from those indicated; or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in

work of the character provided for in the Agreement. The City shall promptly investigate the conditions, and if the City finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor's cost of or the time required for performance of any part of the work, the City shall issue a change order.

- 16. <u>Utilities</u>. The City acknowledges its responsibilities under Government Code section 4215 and incorporates that section herein by this reference.
- 17. Location of Existing Elements. The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. Alert and other private underground locating firm(s), utilizing specialized locating equipment and/or hand trenching.
- 18. <u>Wage and Hour Laws</u>. The Contractor shall, as a penalty, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Agreement for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of California Labor Code Section 1813. As provided for in California Labor Code Section 1810, a legal day's work is 8 hours of labor in any one calendar day.
- 19. <u>Audits</u>. The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Agreement.
- 20. <u>Entire Agreement</u>. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.
- 21. <u>Termination</u>. This Agreement may be canceled by the City at any time with or without cause without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.
- 22. <u>Substitution of Securities</u>. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Jurupa Valley to ensure performance under this Agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Jurupa Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after this Agreement is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are

deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300, of the Public Contract Code.

To the fullest extent permitted by law, Contractor hereby agrees, at its sole 23. Indemnification. cost and expense, to defend, protect, indemnify, and hold harmless the City of Jurupa Valley and their officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, incidental to, or related to any act, failure to act, error, or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement or the performance or failure to perform any term, provision, covenant, or condition of this Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Contractor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a) or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

- 24. <u>Assignment</u>. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.
- 25. <u>Attorney's Fees</u>. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.
- 26. <u>Worker's Compensation Insurance</u>. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.

- 27. <u>Effective Date</u>. The effective date of this Agreement shall be the date of the Award of Contract by the City of Jurupa Valley.
- 28. <u>Contractor's License</u>. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

CITY OF JURUPA VALLEY, Municipal Corporation	ALL AMERICAN ASPHALT, INC.
BY: Rod Butler, City Manager, City of Jurupa Valley	_ License No./ Classification:
	Expiration Date:
DATE:	_ Federal I.D. No.:
INTERNAL USE ONLY ATTEST:	PRINT NAME:
City Clerk (only needed if Mayor signs) APPROVED AS TO LEGAL FORM:	TITLE:
City Attorney	PRINT NAME:
Date RECOMMENDED FOR APPROVAL:	TITLE: DATE: Date
Department Head	

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public.

General Partners must sign on behalf of the partnership.

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

BOND NO._____

PREMIUM <u>\$_____</u>

FAITHFUL PERFORMANCE BOND (100% of Total Contract Amount)

PROJECT NO. 20103

MISSION BOULEVARD PAVEMENT REHABILITATION – PH. 1 Mission Boulevard – Pyrite Street to Valley Way

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Jurupa Valley, State of California, known as "City," has awarded to <u>All American Asphalt, Inc.</u>, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No.** <u>20103, Mission Boulevard Pavement Rehabilitation – Ph. 1</u>, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond guaranteeing the faithful performance of said Agreement;

NOW THEREFORE, we the undersigned Contractor and_

as Surety, are held and firmly bound unto the City of Jurupa Valley, County of Riverside in the penal sum of <u>one million four hundred eighty eight thousand four hundred eighty eight dollars</u>, (<u>\$1,488,488.00</u>), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Jurupa Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or the Provisions.

(SIGNATURE PAGE FOLLOWS)

Faithful Performance Bond - 1

FAITHFUL PERFORMANCE BOND PROJECT NO. 20103

	BOND NO
IN WITNESS WHEREOF, we have hereu	nto set our hands, and seals on this day
of 2021.	
CONTRACTOR	SURETY
Contractor Name:	Name:
Address:	Address:
Telephone No.:	Telephone No.:
Print Name:	Print Name: Attorney-in-Fact
Signature:	-
Approved as to Form this	
day of2021	
City Attorney City of Jurupa Valley	

NOTE: This bond must be executed by both parties. Corporate seal may be affixed hereto. All signatures must be acknowledged before a notary public (attach acknowledgments). The attorney-in-fact for the corporate surety must be registered, as such, in at least one county in the State of California. (Attach one original Power of Attorney sheet for each bond).

BOND NO.

PREMIUM \$_____

LABOR AND MATERIALS PAYMENT BOND (100% of Total Contract Amount)

PROJECT NO. 20103

MISSION BOULEVARD PAVEMENT REHABILITATION – PH. 1 Mission Boulevard – Pyrite Street to Valley Way

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Jurupa Valley, State of California, known as "City", has awarded to <u>All American Asphalt, Inc.</u>, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. <u>20103, Mission Boulevard Pavement Rehabilitation – Ph. 1</u>, is hereby referred to and made a part hereof; and**

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _

as Surety are held and firmly bound unto the City of Jurupa Valley, County of Riverside, in the penal sum of <u>one million four hundred eighty eight thousand four hundred eighty eight dollars</u>, (<u>\$1,488,488.00</u>), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 9100, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND PROJECT NO. 20103

	BOND NO
IN WITNESS WHEREOF, we have hereunt	to set our hands, and seals on this day
of2021.	
CONTRACTOR	SURETY
Contractor Name:	Name:
Address:	Address:
Telephone No.:	Telephone No.:
Print Name:	Print Name: Attorney-in-Fact
Signature:	Signature:
Approved as to Form this	
day of2021	
City Attorney City of Jurupa Valley	

NOTE: This bond must be executed by both parties. Corporate seal may be affixed hereto. All signatures must be acknowledged before a notary public (attach acknowledgments). The attorney-in-fact for the corporate surety must be registered, as such, in at least one county in the State of California. (Attach one original Power of Attorney sheet for each bond).

Attachment B

Project Location Map



HRG PLOT: 1:01:34 PM 5/2/2019 BY: ckeys FILE: \\HRGCRNAS\Data\10110023.02\GIS Setup\MXD\JurupaValley_2019-20_2021-22_CIP_Location_Maps.mxd

RETURN TO AGENDA

City of Jurupa Valley

STAFF REPORT

- DATE: MAY 6, 2021
- TO: HONORABLE MAYOR AND CITY COUNCIL
- FROM: ROD BUTLER, CITY MANAGER
- SUBJECT: AGENDA ITEM NO. 13.G

RESOLUTION OF THE CITY COUNCIL APPROPRIATING \$4,000,000 FROM THE UNDESIGNATED GENERAL FUND BALANCE AND AMENDING THE FISCAL YEAR 2020-21 BUDGET AS PART OF THE FINANCING STRATEGY FOR THE PURPOSE OF AQUIRING THE RIVERSIDE COUNTY FLEET SERVICES BUILDING

RECOMMENDATION

1) That the City Council adopt Resolution No. 2021-29, entitled,

A RESOLUTION OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROPRIATING \$4,000,000 FROM THE UNDESIGNATED GENERAL FUND BALANCE AND AMENDING THE FISCAL YEAR 2020-2021 BUDGET AS PART OF THE FINANCING STRATEGY FOR THE PURPOSE OF ACQUIRING THE RIVERSIDE COUNTY FLEET SERVICES BUILDING

BACKGROUND

The Fleet Services Building

At its April 1, 2021 Council meeting, the City Council approved an agreement between the City and County of Riverside for the purchase of the property located at 5293 Mission Boulevard, Jurupa Valley CA (also known as the Fleet Services Building) and adopted Resolution No. 2021-22 entitled "A Resolution of the City Council of the City of Jurupa Valley, California, approving the purchase and sale agreement between the City and County of Riverside for the purchase of the Fleet Services building."

The property in question includes approximately 4.57 acres of land plus improvements. The improvements include a 44,738 sf building, two 12,000-gallon fuel tanks, a fuel pumping station, and carport parking with solar panels for 185 vehicles.

Purchasing the property provides the City with a maintenance yard location, secure storage of field equipment, materials and supplies, office space for field oriented staff and opens up needed space and parking at City Hall.

Financing Strategy for the Fleet Services Building

For several weeks, the City's financing team met to discuss and develop a consensus financing strategy recommendation for the City Council. The two primary questions to answer were: 1) What is the preferred type of financing, and 2) What is the optimal ratio of debt service to General Fund contribution. More simply put, how did we want to finance the purchase and how much money did we want to put down.

During the City Council meeting of April 15, 2021, the financing team recommended, and the City Council adopted Resolution 2021-27, authorizing the sale of Certificates of Participation (COP) in order to finance the cost of purchasing and renovating the Fleet Services Building.

The City Council further directed staff to agendiize the appropriation of a \$4,000,000 contribution from the General Fund Undesignated Fund Balance toward the purchase price, with the remaining, approximately \$7,000,000, to be funded by Certificates of Participation (COP).

ANALYSIS

Several different General Fund contribution levels were discussed by the City Council and ultimately \$4,000,000 was determined to be the preferred alternative. While financing 100% of purchase takes maximum advantage of the current interest rate climate and maintains reserves at much higher than policy levels, it also comes with a higher recurring lease payment cost, a higher total payment amount through maturity, and could negatively impact the cost of future borrowing. Conversely, a General Fund contribution higher than \$4,000,000 reduces the amount of General Fund reserves closer to reserve policy levels, decreases General Fund liquidity/flexibility and takes less advantage of current interest rate climate, but also results in lower recurring and total cost.

CONCLUSION

As directed by the City Council during the April 15, 2021 City Council Meeting, it is recommended that \$4,000,000 from the General Fund Undesignated Fund Balance be appropriated, that the Fiscal Year 2020-21 budget be amended and that these funds be combined with proceeds from the sale of Certificates of Participation (COP) for the purpose of financing the purchase of the Fleet Services Building.

FINANCIAL IMPACT

The cost to the General Fund is \$4,000,000.

ALTERNATIVES

- 1. **The recommended action:** That the City Council adopt Resolution 2021-29 appropriating \$4,000,000 from the undesignated General Fund Balance and amending the Fiscal Year 2020-2021 budget as part of the financing strategy for the purpose of acquiring the Riverside County Fleet Services Building.
- 2. Provide direction to staff on an alternative financing strategy.

Prepared by:

Michael Flad Assistant City Manager

Reviewed by:

andon

Connie Cardenas Director of Administrative Services

ATTACHMENTS

1. Resolution No. 2021-29

Submitted by:

Rod B. Butler City Manager

Reviewed by:

52

Peter M. Thorson City Attorney

RESOLUTION NO. 2019-29

A RESOLUTION OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROPRIATING \$4,000,000 FROM THE UNDESIGNATED GENERAL FUND BALANCE AND AMENDING THE FISCAL YEAR 2020-2021 BUDGET AS PART OF THE FINANCING STRATEGY FOR THE PURPOSE OF ACQUIRING THE RIVERSIDE COUNTY FLEET SERVICES BUILDING

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

Section 1. The City Council does find, determine and declare that:

A. At its April 1, 2021 Council meeting, the City Council approved an agreement between the City and County of Riverside for the purchase of the property located at 5293 Mission Boulevard, Jurupa Valley CA (also known as the Fleet Services Building) and adopted Resolution No. 2021-22 entitled "A Resolution of the City Council of the City of Jurupa Valley, California, approving the purchase and sale agreement between the City and County of Riverside for the purchase of the Fleet Services building."

B. During the City Council meeting of April 15, 2021, the City Council adopted Resolution 2021-27, authorizing the sale of Certificates of Participation in order to finance the cost of purchasing and renovating the Fleet Services Building. Under this program, the City would pay \$4,000,000 from its General Fund towards the purchase price for the Fleet Services Building and finance the remainder \$7,000,000 of the purchase price through the Certificates of Participation.

C. The purpose of this Resolution is to amend the City's Budget and to appropriate the \$\$4,000,000 necessary to complete the purchase of the Fleet Services Building.

Section 2. The Fiscal Year 2020-21 Budget for the City of Jurupa Valley is hereby amended to appropriate \$4,000,000 from the General Fund Undesignated Fund Balance and that these funds be combined with proceeds from the sale of the Certificates of Participation for the purpose of financing the purchase of the Fleet Services Building. The City Manager and Director of Administrative Services are authorized and directed to take all actions necessary to implement this amendment to the Budget and appropriation.

Section 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Jurupa Valley on this 6th day of May, 2021.

Lorena Barajas 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. 2021-29 was duly adopted and passed at a meeting of the City Council of the City of Jurupa Valley on the 6th day of May, 2021 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 6th day of May, 2021.

Victoria Wasko, City Clerk City of Jurupa Valley RETURN TO AGENDA City of Jurupa Valley

STAFF REPORT

- DATE: MAY 6, 2021
- TO: HONORABLE MAYOR AND CITY COUNCIL
- FROM: ROD BUTLER, CITY MANAGER
- SUBJECT: AGENDA ITEM NO. 13.H

APPROVAL OF AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CALFIRE) FOR THE FISCAL YEAR 2021-22 LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION REIMBURSEMENT AGREEMENT

RECOMMENDATION

1) That the City Council adopt Resolution No. 2021-30, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR SERVICES FROM JULY 1, 2021 THROUGH JUNE 30, 2022 FOR FIRE PROTECTION SERVICES WITHIN THE LOCAL RESPONSIBILITY AREAS WITHIN THE CITY

BACKGROUND

The City currently contracts with the California Department of Forestry and Fire Protection (CALFIRE) for fire protection of 6,243 acres of designated wildland area that is within the boundaries of the City. Wildland areas that are within incorporated cities, fire protection districts, and special districts with fire suppression responsibility are referred to as Local Responsibility Areas (LRA). All fire suppression activities within LRA wildland areas are the responsibility of the local agency.

ANALYSIS

Wildland fires within the City are frequent. Wildland fires are considered one of the highest natural disaster risks the City faces. Because the City is located in an extremely dry and wind prone area, it is not uncommon for fires to grow beyond the

capacity of resources assigned to protect the City. When a wildland fire grows in size beyond the ability and capability of local resources, assistance is requested from CALFIRE to provide wildland engine companies, inmate hand crews, bulldozers and aircraft. Without an agreement for protection of wildlands within an LRA between the City and the State of California, these additional resources are considered "assistance-by-hire" and the City is liable for the cost from the time of dispatch.

Within the City there are 6,243 acres designated as wildlands subject to the LRA designation. This 6,243-acre area includes the Pedley Hills, Rattlesnake Mountain and portions of Indian Hills, and the Santa Ana Riverbed. In an effort to reduce the City's liability for the cost of wildland fire suppression in the LRA, the City has annually renewed a Local Responsibility Area Wildland Fire Protection Agreement (Agreement) with CALFIRE. This Agreement will provide state resources to control a wildland fire at no additional cost to the city. CALFIRE will provide fire protection to the LRA as if they were still the sole agency with fire suppression responsibility. This Agreement will provide unlimited use of state engine companies, inmate hand crews, bulldozers and aircraft to supplement the daily level of fire protection provided to the City by the County of Riverside.

CONCLUSION

Staff recommends adoption of Resolution No. 2021-30 and authorization for the City Manager to execute the Agreement. The attached Agreement is for one year, July 1, 2021 - June 30, 2022.

FINANCIAL IMPACT

The cost to enter into the Agreement with CALFIRE is \$33.55 per acre plus a 12.01% administrative charge. The total annual cost for the 6,243 acres being covered is \$234,607.91 and has been included in the Fiscal Year 2021-22 budget.

ALTERNATIVES

- 1. **The recommended action:** Adopt Resolution No. 2021-30, approving an agreement with the California Department of Forestry and Fire Protection (CALFIRE) for services from July 1, 2021 through June 30, 2022 for fire protection services within the local responsibility areas within the City and authorize the City Manager to execute the Local Responsibility Area Wildland Protection Reimbursement Agreement with CALFIRE.
- 2. Decide not to enter into the agreement, which will result in the City being responsible for the full cost of response by CALFIRE to any wildland fires within the LRA of the City.

Prepared by:

Michael Flad Assistant City Manager

Reviewed by:

in danco

Connie Cardenas Administrative Services Director

Submitted by:

lon,

Rod B. Butler City Manager

Reviewed by:

202

Peter M. Thorson City Attorney

Attachments:

- 1. Resolution No. 2021-30
- 2. LRA Wildland Protection Reimbursement Agreement

RESOLUTION NO. 2021-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR SERVICES FROM JULY 1, 2021 THROUGH JUNE 30, 2022 FOR FIRE PROTECTION SERVICES WITHIN THE LOCAL RESPONSIBILITY AREAS WITHIN THE CITY

WHEREAS, the City of Jurupa Valley was incorporated on July 1, 2011, as a general law city of the State of California; and

WHEREAS, the City now has fire protection responsibility for certain wildlands areas within the city designated as Local Responsibility Areas (LRA); and

WHEREAS, the City Council desires to enter into an agreement with the State of California for fire protection services within the LRA.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Jurupa Valley does hereby approve the agreement with the California Department of Forestry and Fire Protection (CAL FIRE) for the period July 1, 2021 through June 30, 2022; and

BE IT FURTHER RESOLVED, that the City Manager of the City of Jurupa Valley is hereby authorized to sign and execute said agreement on behalf of the City of Jurupa Valley.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 6th day of May, 2021.

Lorena Barajas 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. 2021-30 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 6th day of May, 2021 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 6th day of May, 2021.

Victoria Wasko, City Clerk City of Jurupa Valley

STATE OF CALIFORNIA				
COOPERATIVE FIRE PROGRAMS		AGREEMENT NUMBER	3CA05352	
LOCAL RESPONSIBILITY AREA WILDLAND PRO	DTECTION			
		REGISTRATION NUMBER:		
LG-W REV 11/2020				
1. This Agreement is entered into between the Stat	e Agency and the L	ocal Agency named be	elow:	
STATE AGENCY'S NAME				
California Department of Forestry and Fire Prote	ection – (CAL FIRE)			
LOCAL AGENCY'S NAME				
City of Jurupa Valley				
2. The term of this Agreement is:	July 1, 2021	through	June 30, 2022	
3. The maximum amount of this Agreement is: \$	234,607.91			
	Two hundred thir	y four thousand six hu	indred seven dollars ar	nd ninety-
	one cents			
 The parties agree to comply with the terms and o part of the Agreement. 	conditions of the foll	owing exhibits which a	re by this reference m	ade a
Exhibit A – Scope of Work – Includes page 2 (co	ontact page) in coun	t for Exhibit A	2	pages
Exhibit B – Budget Detail and Payment Provisior	าร		2	pages
Exhibit C* – General Terms and Conditions; DG	S GTC Version:	04/2017	0	pages
Exhibit D – Special Terms and Conditions (Attac	hed hereto as part o	of this Agreement)	1	pages
Exhibit E – Additional Provisions			12	pages
Items shown with an Asterisk (), are hereby inco	orporated by reference	and made part of this A	greement as if attached I	nereto.

General Terms and Conditions can be viewed at: http://www.dgs.ca.gov/ols

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY		California Department of General
LOCAL AGENCY'S NAME City of Jurupa Valley		Services Use Only
BY (Authorized Signature)	DATE SIGNED(Do not type)	
×		
PRINTED NAME AND TITLE OF PERSON SIGNING Rod Butler-City Manager		
ADDRESS 8930 Limonite Ave. Jurupa Valley CA 92509		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Forestry and Fire Protection		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
×	.1	
PRINTED NAME AND TITLE OF PERSON SIGNING Chris Anthony, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety	÷	
ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460		

EXHIBIT A

COOPERATIVE FIRE PROGRAMS

AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA

1. The project representatives during the term of this Agreement will be:

CAL FIRE Unit Chief:	Riverside Unit	Local Agency:	City of Jurupa Valley
Name:	Bill Weiser	Name:	Rod Butler
Phone:	951-940-6900	Phone:	951-332-6464
Fax:	951-940-6910	Fax:	951-332-6995

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Bill Weiser	Local Agency:	City of Jurupa Valley
Section/Unit:	Riverside Unit	Section/Unit:	City MAnager
Attention:	John Cortez	Attention:	Rod Butler
Address:	210 W. San Jacinto Av. Perris,CA 92570	Address:	8930 Limonite Ave. Jurupa Valley, CA 92509
Phone:	951-940-6900	Phone:	951-332-6464
Fax:	951-940-6910	Fax:	951-322-6995

Send an additional copy of all correspondence to:

CAL FIRE Cooperative Fire Services P.O. Box 944246 Sacramento, CA 94244-2460

2. AUTHORIZATION

This Agreement is entered into this 1st day of July, 2021, by and between the State of California, hereinafter called STATE and City of Jurupa Valley, County of Riverside, State of California, hereinafter called Local Agency through its duly authorized officers. As used herein, Director shall mean Director of the California Department of Forestry and Fire Protection (CAL FIRE). Where the standard clauses for example in Exhibit C, use the word "Contractor" that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this Agreement.

Section 4142 of the Public Resources Code provides that the Director may enter into cooperative Agreements with local jurisdictions for the purpose of providing wildland fire protection.

3. SCOPE OF WORK

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 6243 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.

STATE has the ability to provide wildland fire protection for said area, of the type and degree, which it now provides on adjacent State Responsibility Areas.

4. SERVICES BY STATE

- A. STATE shall provide wildland fire protection for the areas defined in the above section.
- B. For those areas, which are adjacent to State Responsibility Area, STATE will provide wildland fire protection at the same level of service it now provides on adjacent State Responsibility Area.
- C. For those areas (islands), which are not adjacent to State Responsibility Area, the wildland fire protection provided by the STATE will be limited to those resources identified in the preplanned wildland response for the respective area. Any resources beyond those specified in the preplanned wildland response are assistance by hire and the financial responsibility of the LOCAL AGENCY.

5. ADMINISTRATION

- A. LOCAL AGENCY agrees that STATE may dispatch fire protection resources available under this Agreement to other areas of the state when needed at the sole discretion of STATE.
- B. STATE response will be subject to availability of resources.
- C. Incident Management within the contract area shall conform to current Incident Command System criteria for Unified Command.
- D. STATE and LOCAL AGENCY shall, through established dispatch procedures, immediately notify each other of any fire incident within the contract area.

6. MUTUAL AID

LOCAL AGENCY shall provide mutual aid response into the contract area for wildfires. Structural fire protection remains the jurisdictional and financial responsibility of LOCAL AGENCY.

7. ENTIRE AGREEMENT

This Agreement contains the whole Agreement between the parties. It cancels and supersedes any previous Agreement for the same or similar services.

EXHIBIT B

BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION

1. Invoicing and Payment:

- A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of \$33.55 per acre, plus an 12.01% administrative charge for a total of \$234,607.91 upon presentation of an invoice by STATE. The rate per acre and administrative charge will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This Agreement shall be amended each fiscal year to reflect new rates.
- B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be assessed for each subsequent fiscal year during the term of this Agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.
- C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

2. Budget Contingency Clause

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

x.

- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Cancellation

Failure of either party to meet any of the terms and conditions of this Agreement, including nonpayment of monies due hereunder, shall be cause for the termination of this Agreement; such termination shall become effective upon written receipt of 30 day notice of cancellation.

2. <u>Audit</u>

If the Agreement is over \$10,000, the parties shall, in accordance with Government Code Section 10532, be subject to examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement. Examination and audit shall be confined to those matters connected with performance of the Agreement including, but not limited to, cost of administering the Agreement The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding.

3. Operating Plan

Prior to April 1 of each year, STATE and LOCAL AGENCY shall establish a joint Operating Plan for the contract area, which shall be attached after Exhibit E. If LOCAL AGENCY received its structural fire protection from another local agency, the local agency providing the structural fire protection must be party to the Operating Plan.

4. Extension of Agreement

Unless there is written notice by LOCAL AGENCY to terminate this Agreement STATE shall extend this Agreement for a single one-year period from the original termination date. The cost of services provided by STATE during the extended period shall be based upon the rates published for the fiscal year in which the extended period falls had a new Agreement been entered into.

5. Modification

This Agreement may be amended at any time by written mutual consent of the parties hereto.

6. Indemnification

Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the indemnifying party.

Contractor Name: City of Jurupa Valley Contract No: **3CA05352** - 7 -

EXHIBIT E

ADDITIONAL PROVISIONS

Attachments

b

a.

- Budget Plan
- Topographic Map
- Operating Plan
- Annual Report

Contract Name: City of JurupaValley Contract #: 3CA05352

8

Page #:

LOCAL RESPONSIBILITY AREA (LRA) WILDLAND PROTECTION REIMBURSEMENT AGREEMENT

Program Cost Account (PCA #)

39013

THIS IS THE BUDGET PLAN FOR THE LOCAL RESPONSIBILITY AREA (LRA)
WILDLAND FIRE PROTECTION REIMBURSEMENT AGREEMENT BETWEEN THE
STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY & FIRE PROTECTION (CAL FIRE)
AND THE CITY/TOWN OF Jurupa Valley
A LOCAL AGENCY
FOR THE 2021/2022 FISCAL YEAR

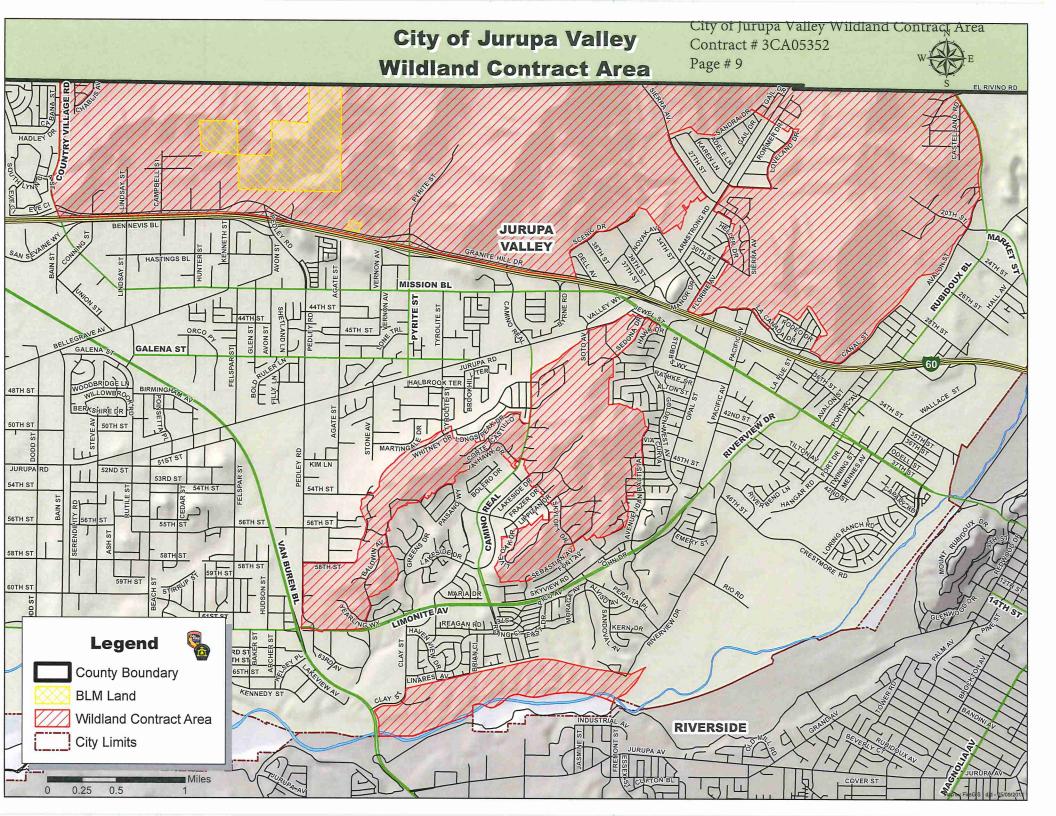
AGREEMENT COST CALCULATIONS:

Number of Acres 6243

0

General Fund Reimbursement	\$ 12.49	\$ 77,975.07
Unit Budget	\$ 21.06	\$ 131,477.58
Sub-Total		\$ 209,452.65
Admin Rate	12.01%	\$ 25,155.26
Total Protection Cost		\$ 234,607.91

Comments Section:







Wildland Operating Plan Between The City of Jurupa Valley and CAL FIRE/Riverside Unit.

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OPERATING PLAN

Table of Contents

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APPENDIX

Preplanned Initial Attack Response – Riverside Ranger Unit	E-1
Preplanned Initial Attack Response – Jurupa Valley Fire Department	E-1

OPERATING PLAN

1. OVERVIEW

This Operating Plan, hereinafter referred to as PLAN, is between the California Department of Forestry & Fire Protection, Riverside Unit, hereinafter referred to as CAL FIRE and the City of Jurupa Valley, Jurupa Valley Fire Department, hereinafter referred to as CITY. It has been developed to specifically address the Agreement for Protection of Wildlands within a Local Agency, hereinafter referred to as AGREEMENT, between CAL FIRE and CITY for wildland fire protection within the city limits.

2. AUTHORITY

The PLAN is required of both CAL FIRE and CITY as part of the AGREEMENT dated July 1, 2017.

3. PURPOSE

This PLAN will provide the Unit Chief of CAL FIRE and the CITY a means for executing the AGREEMENT and is hereby attached as Exhibit B with appendices E-1 to that AGREEMENT.

4. DEFINITIONS AND RESTRICTIONS

See AGREEMENT for definitions and descriptions of general terms. This PLAN does not allow either agency to operate outside the limitations in the AGREEMENT.

5. PROCEDURES

- A. Fire Reporting/Reports-When CITY receives a report of a wildfire within the area of the AGREEMENT, it shall promptly notify the Riverside Unit Emergency Command Center (ECC). Each agency will process their appropriate reports and make the information available, upon request of the other agency, in no more than 60 days.
- B. Incident Management-The Incident Command System (ICS) will be used to manage wildfires within the area of the AGREEMENT. Unified Command will be implemented with a CAL FIRE representative and a CITY representative.

- C. Fires within the area of the AGREEMENT-Each agency will maintain a preplanned initial attack response (PIAR) for fires within the area of the AGREEMENT. See Appendices B-1 and B-2. Immediate cooperation between agency dispatch centers will occur to ensure prompt response of appropriate resources into the area of the fire. CAL FIRE resources will be ordered according to the terms of the AGREEMENT through the ECC. Any augmentation of the preplanned response, with CAL FIRE resources, shall be authorized by a CAL FIRE Incident Commander or Agency Representative. Augmentation of the preplanned response may require a post incident audit. The audit will seek to demonstrate that adjacent CAL FIRE Direct Protection Areas (DPA's) were threatened, or that the augmentation was justified on a cost efficiency basis. Local government and private resources will be ordered through the CITY dispatch center (DISPATCH) to ensure proper utilization of the Master Mutual Aid Agreement.
- D. Mutual Aid-All initial attack resources will be considered mutual aid for the purpose of this AGREEMENT.
- E. Initial Attack-Initial attack resources will always be based on the closest resources concept identified in the PIAR. See Appendices E-1.
- F. Move-Up & Cover-Station coverage will be exchanged between both agencies when appropriate. To prevent long-term coverage problems to either agency, the covering agency's engines will be replaced with the covered agency's resources as soon as it is practical to do so.
- G. Fire Information: Unified Command-
 - 1. Both agencies will enter into a unified command structure to manage the incident by establishing a common set of incident objectives and strategies. This will be accomplished without losing or abdicating agency authority, responsibility or accountability. A Unified Ordering Point will be identified and established.
 - 2. Representatives of both agencies will meet as needed to discuss procedures governing and locations of potential Information Centers. Both agencies will strive to maintain a roster of certified Public Information Officers for use during emergencies.
 - 3. The Unified Command will determine which agency will provide the Lead Information Officer. Normally, it will be the agency with the greatest commitment of resources on the incident.
- H. Representatives of CAL FIRE and CITY, of the rank of Battalion Chief or higher, may order resources directly from the ECC or DISPATCH when an immediate need arises. These resources may include engines, fire crews and bulldozers in accordance with the AGREEMENT. Resources sent in response to these requests will conform to the closet resources concept

6. ADMINISTRATION

The CAL FIRE Unit Chief and the CITY Fire Chief, or their designees, along with representatives from the CAL FIRE ECC and CITY DISPATCH will meet annually to discuss, review, and update the following items; procedures for reporting fires, procedures to dispatch resources to fires within the area of the AGREEMENT, procedures to dispatch resources to fires along the boundaries of the area of the AGREEMENT, and exchange general or specific information which would might affect the other agency.

7. FIRE PREVENTION

A. POLICY

All fire prevention activities conducted on lands within the area of the AGREEMENT will be consistent with both agencies guidelines. CAL FIRE and CITY will be expected to conduct a year-round, aggressive fire prevention program using guidelines within the CAL FIRE Handbook 9000 and CITY Fire Prevention Guidelines. This will include, but is not limited to, annual analysis and planning sessions to generate an active fire prevention plan.

- 1. Public Information Program-This will include all types of fire prevention news releases through the available media. Other methods will include public meetings, fairs, rodeos, parades, services clubs and a regular schedule of school programs for all grades.
- 2. Protection/Planning Issues-Although the responsibility for enforcing fire safe ordinances pertaining to improvements in wildland areas within the city limits is the responsibility of CITY, a CAL FIRE representative will be available upon request to comment on these issues and assist in the enforcement of related ordinances.
- 3. Hazard Reduction Inspections
 - a. Home Inspection CAL FIRE will work directly with CITY to enforce Public Resources Code (PRC) Sections 4291, 4446, 4442, 4123, or the Uniform Fire Code sections when applicable.
 - b. Power line Inspections CAL FIRE will work directly with CITY inspecting power lines over 750 volts, using PRC 4292 and 4293 as a guide.

B. RESPONSIBILITY

CAL FIRE and CITY personnel will, in the performance of their duties, give full consideration to the prevention of fires and public education. Both agencies will allow staff to establish attainable fire prevention goals.

C. EXISTING AND PROJECTED DEMAND

Fire Prevention and suppression are the primary roles for both agencies. If the demand for services increases in the future, both agencies will develop more intensive programs. Fire protection and prevention will be influenced by the following factors:

- 1. Increased recreational use.
- 2. Increased residential and commercial development.
- 3. Increased utilization of vacation residences.
- 4. Industrial activity.

D. OBJECTIVES

The primary objective of the fire prevention plan is the reduction of fire suppression expenditures and damages from human-caused fires. The secondary objective is a current and comprehensive public education program for fire safety awareness and code enforcement.

E. RECOMMENDED ACTIONS

Both agencies will actively pursue public awareness programs through the following:

- 1. Public Education
 - a. School programs, ages K-12
 - b. Roadside sign program
 - c. Timely newspaper articles concerning fire awareness
 - d. Attendance at various local events which lend themselves to fire prevention displays.

2. Code Enforcement

- a. Active PRC 4291 home inspection program in target areas.
- b. Enforcement of the Fire Safe Ordinances as they apply to construction in watershed areas. CAL FIRE will take an advisory role with the CITY Fire Marshal within the areas of the AGREEMENT.

F. FUEL MODIFICATION

Both agencies will continue to encourage individual property owners and property owner associations to establish and maintain a healthy fuel complex through the following:

- 1. Prescribed burning through available programs.
- 2. Forest practice inspections.
- 3. Fuel modification using mechanized systems, fire crews, and local resources.
- 4. Biomass programs to control stems per acre, and remove dead and down materials.

G. BURNING PERMITS

Burning permits will be required in the city limits consistent with those guidelines established in adjacent areas. This will provide consistency in the burn hours and any controls needed for the overall program.

1. Burning Permit Issuance

The CITY has the responsibility of issuing burn permits within the city limits and the area of the AGREEMENT. Both agencies will agree to and establish burn permit guidelines by April 1 of each year. The guidelines will follow those established by CAL FIRE to ensure consistency in the burn programs in both the CITY and areas adjacent to CAL FIRE.

2. Suspension of Permit Procedures

The suspension of burning permits in the area of the AGREEMENT will be directly related to the burning permit suspension procedures outside the area of the AGREEMENT to ensure area-wide consistency. Suspensions will be based on input from CAL FIRE and CITY.

H. MONITORING AND EVALUATION

Periodic monitoring and evaluation of the PLAN will provide the opportunity to make orderly and timely amendments and revisions of the PLAN. Monitoring will determine if the:

- 1. PLAN is being followed.
- 2. PLAN objectives are being met.
- 3. PLAN is achieving desired results.

8. APPROVAL:

This PLAN is approved and authorized as Exhibit B Attachment 3 of the AGREEMENT between CAL FIRE and CITY:

FOR CAL FIRE:

FOR CITY:

California Department of Forestry

Riverside Unit 210 W. San Jacinto Ave Perris, CA 92570 City of Jurupa Valley,

Address: 8930 Limonite Avenue Jurupa Valley, CA 92509

Bill Weiser, Unit Chief

Rod Butler, City Manager

RETURN TO AGENDA City of Jurupa Valley

STAFF REPORT

- DATE: MAY 6, 2021
- TO: HONORABLE MAYOR AND CITY COUNCIL
- FROM: ROD BUTLER, CITY MANAGER PAUL TOOR, PUBLIC WORKS DIRECTOR/CITY ENGINEER
- SUBJECT: AGENDA ITEM NO. 15.A

PUBLIC HEARING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN (2021-2022)

RECOMMENDATION

- 1. That the City Council receive and file the 2021-2022 Annual Action Plan.
- 2. That the City Council adopt Resolution No. 2021-31, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING THE ANNUAL ACTION PLAN (2021-2022) FOR THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

BACKGROUND

On July 20, 2017, the U.S. Department of Housing and Urban Development ("HUD") informed the City that it qualifies as a potential new, direct grantee entitlement city for Community Development Block Grant ("CDBG") funds. Subsequently, the City of Jurupa Valley began the process to become a HUD direct grantee entitlement community. The City has been operating as an entitlement community since the 2018-19 CDBG program year. Recently, the 2021-22 budget for HUD was enacted and the City of Jurupa Valley received an allocation of \$1,157,789 in CDBG funds for the 2021-22 program year.

One of the major requirements of an entitlement community is to adopt an Annual Action Plan each year. The Annual Action Plan is a budgetary document that describes how the City will spend their CDBG allocation. The budget is developed within the guidelines that HUD sets forth. There are three areas of expenditures that are permitted for the CDBG program: <u>Administration</u> – Administrative costs that the City incurs to operate the CDBG program are fundable, but are capped at 20% of the City's total allocation. These funds help cover the staff, legal, and environmental review costs incurred to manage the day-to-day operation of the CDBG program.

<u>Public Services</u> – Public service funds are distributed by the City to grantees in the form of Public Service Grants. These funds are capped at 15% of the City's total allocation. Grantees typically work on social issues in the City like homelessness. For the 2021-2022 program year, the City's Community Development Advisory Committee ("CDAC") provided recommendations regarding the allocation of the City's public service funds.

<u>Public Infrastructure & Buildings</u> – Public infrastructure and building funds provide financing for infrastructure rehabilitation projects. HUD guidelines largely dictate the nature and location of these projects. So far, the City has used these funds to provide ADA-related upgrades and perform major pavement rehabilitation in low-moderate income areas. These funds are also used to finance the City's home rehabilitation program, which helps low-moderate income homeowners make needed repairs to their property.

The Citizen Participation Plan was originally adopted in 2018 as part of a package of planning documents that the City had to approve to receive CDBG funding. In 2020, the Citizen Participation Plan was amended to accommodate the virtual public hearings required by HUD in response to COVID-19. The Citizen Participation Plan describes how the City will promote citizen participation for each CDBG program year. While HUD guidelines dictate the minimum level of public engagement, such as public hearings and formal notices, the City utilizes engagement tools that exceed the minimum requirements. These tools include the public "CDBG 101" workshop, social media, and website advertisements that encourage citizen participation.

As a result of the public health directives surrounding COVID-19, HUD has encouraged entitlement communities to emphasize "virtual" citizen participation. Thankfully, the City already maintains a wide array of virtual tools that can be used to facilitate citizen participation like the City's website, social media platforms, and the video streaming system.

ANALYSIS

As required by HUD, a City Council public hearing must be held in order to gather input on the 2021-22 Draft Annual Action Plan (Attachment B). The 2021-22 Draft Annual Action Plan was subject to a formal noticing and public hearing period. The document is available on the City's website and the City Hall front counter. Per the Citizen Participation Plan, this document was also made available at the Rubidoux Library and the Glen Avon Library. However, Riverside County has temporarily closed the Glen Avon Library facility to the public in response to COVID-19 and associated public health concerns. If the library reopens within the thirty-day public review period the plan will be available to residents. The Rubidoux Library was open during the public review period.

Earlier this year, the City received notice of their 2021-22 CDBG allocation of \$1,157,789 from HUD (Attachment C). The City also received access to an additional \$188,228 as a result of budgetary cost savings secured during the 2019-20 program year. These cost savings can be carried over and applied to the budget for the 2021-22 program year. The combined regular allocation and the carryover from the 2019-20 program year provides for \$1,346,017 in programmable funds for the 2021-22 program year.

The Draft 2021-22 Annual Action Plan was published on April 5, 2021. Before adopting the Draft 2021-22 Annual Action Plan, the City must conduct a 30-day public hearing period and accept public comments. As part of the publication requirements to advertise the public hearing period, the City published a notice in the Press Enterprise newspaper and the City's website (Attachment D). The notice was also displayed at City Hall and the City's website.

In accordance with HUD guidance during the COVID 19 pandemic, the City has met the publication requirements which may call for "virtual" participation. Citizens have the ability to submit comments related to the Draft 2021-22 Annual Action Plan via email, phone, or by visiting City Hall (subject to visitation procedures established to protect public health). At the time this staff report was written, no public comments have been received. In the event that public comments are received during the public hearing on May 6, 2021, City staff will include a record of the comments in the finalized 2021-22 Annual Action Plan.

In an effort to increase virtual public participation options, City staff established an online public comment form. The public comment form can be accessed by visiting www.jurupavalley.org/CDBG. This form allows the public to comment directly on matters related to the 2021-22 Annual Action Plan. Citizens can use the public comment form to submit comments both before and during the official public hearing that will take place on May 6, 2021.

The regulatory deadline for the City to approve and submit their finalized Annual Action Plan is May 15, 2021. While relatively small compared to the City's total General Fund, the Draft 2021-22 Annual Action Plan provides an important funding source for lowmoderate income seniors and property owners, the homeless, and persons at risk of becoming homeless due to housing instability. The 2021-22 Annual Action Plan also provides a key source of infrastructure funding directed at the City's low-moderate income areas, which will generate construction activity and help stimulate the local economy.

The Draft 2021-22 Annual Action Plan outlines the planned expenditures of CDBG funds for the 2021-22 program year.

Page | 3

2021-22 CDBG Program Year Budget			
Budget Category	Final Allocation	Description of Proposed Activities	
Administrative	\$121,943	Ongoing administrative costs associated with the CDBG program, contract fair housing services (\$25,000), and legal costs related to program management.	
Public Services	\$173,668	Path of Life (\$153,668)	
		Homeless services. Provides homelessness outreach, case management, shelter, and other homelessness mitigation programs. Four shelter beds per night at Riverside shelter. Three-month extension of two nine-month leases for local apartments being used as emergency shelter.	
		Family Services Association (\$20,000)	
		Senior nutrition program provided at the Eddie D. Smith Senior Center in Jurupa Valley. Curbside system.	
Infrastructure & Buildings	\$1,050,406	Old Mira Loma Pavement Rehabilitation – Phase 1 (\$946,406 est.)	
		Summary: Rehabilitation of approximately 435,000 SF of existing AC pavement by grind/overlay with isolated removal and reconstruction, while also upgrading existing ADA facilities in the disadvantaged neighborhood of Mira Loma. The project is bounded by 50th, Bellegrave, Etiwanda and Bain.	
		Project Limits: 50th St – Etiwanda to Bain, 48th St – Martin to Bain, Martin St – 50th to Bellegrave, Troth St – 50th to Bellegrave, Marlatt St – 50th to Bellegrave, Dodd St – 50th to Bellegrave	
		Home Rehabilitation Program (\$104,000)	
		A program for low-moderate income home rehabilitation. This is a grant program that enables disadvantaged persons to apply for funds to make needed repairs to their property. Up to eight homes can receive funding of up to \$10,000 each. This program is administered by GRC Associates, Inc.	

FINANCIAL IMPACT

The City received an allocation of \$1,157,789 for the 2021-22 CDBG program year. The City has the opportunity to apply a carryover balance of \$188,228 from the 2020-21 program year to the City's regular allocation, providing \$1,346,017 in total funds available to program for the 2021-22 program year. All of the proposed activities described in the Draft 2021-22 Annual Action Plan are reimbursable through the City's CDBG allocation.

ALTERNATIVES

- 1. Do not receive and file the 2021-22 Annual Action Plan.
- 2. Do not adopt Resolution No. 2021-31.
- 3. Provide alternate direction to Staff.

Prepared by:

Amy Sells Senior Management Analyst Reviewed by:

Michael Flad Assistant City Manager

Submitted by:

Rod B. Butler City Manager

Attachments:

A) Resolution No. 2021-31

Reviewed by:

Paul Toor

Public Works Director/City Engineer

Reviewed by:

Connie Cardenas Administrative Services Director

Approved as to form:

2

Peter M. Thorson City Attorney

- B) 2021-2022 Draft Annual Action Plan & Amended Citizen Participation Plan
- C) Documentation of the City's Official CDBG Allocation for the 2021-2022 CDBG Program Year
- D) 2021-2022 Draft Annual Action Plan Public Notice

www.jurupavalley.org

RESOLUTION NO. 2021-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING THE ANNUAL ACTION PLAN (2021-2022) FOR THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

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

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

A. On July 20, 2017, the Federal Department of Housing and Urban Development formally notified the City of Jurupa that it qualified as a potential Entitlement Community in the accordance with the Federal laws and regulations related to the Community Development Block Grant (CDBG) program;

B. On July 7, 2018, The City Council of the City of Jurupa Valley adopted the City of Jurupa Valley's first Consolidated Plan (2018-2022), Annual Action Plan (2018-2019), and Citizen's Participation Plan in the development of the City's CDBG program;

C. As an entitlement community, the City of Jurupa Valley is required to adopt an Annual Action Plan (2021-2022) for the 2021-2022 CDBG program year;

D. The Annual Action Plan documents how federal and local resources will be used to address the needs and objectives identified in the Consolidated Plan for a one year period;

E. The Citizen Participation Plan describes how the City will promote citizen participation for each CDBG program year;

F. The City hosted an informal community meeting on January 19, 2021 to gather community input and provide activity updates related to the City's CDBG program;

G. The Community Development Advisory Committee held public meetings on March 1, 2021 and March 8, 2021 to deliberate an award recommendation to the City Council for Public Service Grant funds;

H. As a result of the public health directive surrounding COVID-19, HUD has encouraged entitlement communities to emphasize "virtual" citizen participation, and the Citizen Participation Plan should be amended to reflect the City's commitment to "virtual" civic participation during this pandemic;

I. The draft Annual Action Plan (2021-2022) was posted on the City's website for public review and comment, and hard copies were made available at City Hall front counter during the required 30-day public comment period;

J. On May 6, 2021, the City Council held a duly noticed public hearing to receive public comments on the Annual Action Plan (2021-2022);

K. At the public hearing all persons interested in the Annual Action Plan (2021-2022) had the opportunity to present their comments on these plans to the City Council; and

L. The City Council has reviewed and considered the proposed Annual Action Plan (2021-2022), as well as any related public comments.

Section 2. <u>Adoption</u>. The City Council of the City of Jurupa Valley hereby adopts the Annual Action Plan (2021-2022) in the form presented to the City Council and on file in the Office of the City Clerk.

Section 3. <u>Certification</u>. 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 6th day of May, 2021.

Lorena Barajas Mayor

ATTEST:

Victoria Wasko, CMC City Clerk

CERTIFICATION

STATE OF CALIFORNIA)COUNTY OF RIVERSIDE) ssCITY OF JURUPA VALLEY)

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2021-31, was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 6th day of May, 2021 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 6th day of May, 2021.

Victoria Wasko, City Clerk City of Jurupa Valley



2021-2022 ANNUAL ACTION PLAN



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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2021-2022 Annual Action Plan for the City of Jurupa Valley ("City") satisfies federal requirements to receive Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD).

The primary objective of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and economic opportunities, principally for low- and moderate-income individuals.

Each activity to be undertaken with CDBG funds must meet one of the three national objectives:

- Benefit low- and moderate-income persons,
- Aid in the prevention or elimination of slums and blight, or
- Meet a community need having a particular urgency.

In order to receive CDBG funds, the City must prepare a Consolidated Plan. The Consolidated Plan is a multi-year strategic plan that identifies priority housing and community needs. It also identifies the activities the City will implement over a five-year period to address needs. The Action Plan, a component of the Consolidated Plan, is the City's annual expenditure plan for the use of CDBG funds to address the needs identified in the Consolidated Plan.

HUD posted CDBG funding allocations for 2021, and the City will receive \$1,157,789, which is \$36,943 less (-3.1%) than the City's 2020 grant. In addition, \$188,228 in prior year uncommitted CDBG funds are available for programming, resulting in a total of \$1,346,017 available for the 2021-2022 fiscal year.

The 2021-2022 Action Plan details the specific activities the City will undertake with CDBG funds to address housing and community needs identified in the Consolidated Plan. Planned activities include housing rehabilitation, public infrastructure improvements, public social services grants, and program administration (including fair housing services).

2. Summarize the objectives and outcomes identified in the Plan

The City's overall objective for the CDBG program, as specified in the Consolidated Plan section, mirrors HUD's overall objective for the program: to create a viable community by providing decent housing, a suitable living environment, and economic opportunities, principally for persons of low- and moderate-income. To accomplish these objectives, the following Consolidated Plan goals have been identified based on the input of residents and other community stakeholders:

Annual Action Plan

- Conserve the existing supply of affordable housing by supporting federal rental assistance vouchers and certificates administered by the Housing Authority of Riverside County.
- Assist with the preservation of the City's owner-occupied single-family housing stock.
- Support housing and services for the homeless and those at risk of becoming homeless.
- Support community social services benefitting low- and moderate- income persons and those with special needs.
- Provide needed public infrastructure and facility improvements benefitting low- and moderateincome persons and those with special needs.
- Ensure quality, professional administration of federal funds, including the provision of fair housing services to address discriminatory actions that impede access to housing.

3. Evaluation of past performance

FY 2019-20 was the second year of the City's 2018-2022 Consolidated Plan cycle and as a CDBGentitlement community. Evaluation of past performance is shown in **Attachment 1.** Most activities funded in the 2020-2021 Annual Action Plan will be completed by June 30, 2021.

4. Summary of Citizen Participation Process and consultation process

The participation of residents and community stakeholders in prioritizing the use of CDBG funds is an important component of the Consolidated Plan (and Action Plan) planning process. For the 2021-2022 Action Plan, the City obtained public input in a variety of ways:

- The City established the Community Development Advisory Committee (CDAC), a five-member committee of City residents charged with evaluating and recommending public service grants for the City Council's consideration. On January 19, 2021, an informal meeting ("CDBG 101") was held by program staff to advise committee members, potential public service grant applicants, and interested members of the City of the upcoming grant application process.
- On January 13, 2021, a funding availability notice was published in the local newspaper.
- On January 13, 2021, public service grant ("PSG") applications were made available. PSG applications were due on February 15, 2021.
- On March 1, 2021, CDAC held its first meeting at which grant applicants presented their request for public service grant funding, and the CDAC accepted other public input regarding CDBG public service grant funding.
- March 8, 2021, CDAC held its second meeting at which additional public input regarding CDBG public service grant funding was provided, and the Committee developed funding recommendations for the City Council's consideration.
- On April 5, 2021, notices in English and Spanish were published in the *Press Enterprise* announcing the required 30-day public comment period for the draft 2021-2022 Annual Action Plan. The notice also announced the 2021-2022 Annual Action Plan public hearing to be held by the City Council on May 6, 2021.

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 A public hearing was held on May 6, 2021 for the City Council to accept additional public input regarding the draft 2021-2022 Annual Action Plan and to authorize submission of the plan to HUD.

5. Summary of public comments

Public comments received during the public review period or public hearing included the following:

There were <u>(to be determined)</u>comments received on-line or in person during the May 6, 2021 Public Hearing. Also, the City Clerk received <u>(to be determined)</u> comments during the past 30 days. There were <u>(to be determined)</u> people that provided comments in person at City Hall. (There were or were not -to be determined) phone calls, emails or letters received by City staff about Annual Action Plan.

A summary of comments is provided in section AP-12 and Attachment 2.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and views were accepted – none were rejected(confirm this statement after process).

7. Summary

The 2021-2022 Annual Action Plan is the fourth year of the 2018-2022 Consolidated Plan cycle. The Annual Action Plan is the City's one-year expenditure plan for CDBG funds. HUD announced the City will receive \$1,157,789 in CDBG funds for FY 2021-2022. In addition, \$188,228 in prior year CDBG funds will be available, resulting in a total of \$1,346,017 for FY 2021-22.

The Action Plan details the activities the City will undertake with CDBG funds to support the broader goals and objectives of the Consolidated Plan. Activities planned for funding include housing rehabilitation, public infrastructure improvements, public social services, and program administration, including fair housing services.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	JURUPA VALLEY	Development Services

Table 1 – Responsible Agencies

Narrative (optional)

The City Development Services Department is primarily responsible for the preparation of the Consolidated Plan and for administration of CDBG funds.

Consolidated Plan Public Contact Information

Mr. Paul Toor, Public Works Director/City Engineer Phone: (951) 332-6464 X233 / Fax: (951) 332-6995 / <u>ptoor@jurupavalley.org</u>

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Jurupa Valley has taken several steps to obtain the input of community residents and stakeholders to develop the 2021-2022 Annual Action Plan. Consultation efforts include community meetings, and public notices and hearings. The City also consulted with state and regional agencies and local service providers. Additionally, the City utilized its internet webpage, social media, and the local community newspaper to notify residents of the opportunity to review and comment on the draft 2021-2022 Annual Action Plan. Actions taken by the City are consistent with the City's Citizen Participation Plan which is incorporated into the Consolidated Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

Jurupa Valley's recently updated Housing Element emphasizes incentives rather than regulations "as a means to facilitate the production of housing for all income levels." Implementation of incentive programs will require significant coordination with housing developers and housing providers. Among assisted housing providers, Jurupa Valley partners with the Housing Authority of the County of Riverside (HACR), which assists renter households with HUD-funded housing assistance vouchers and certificates.

With respect to service agencies, the City actively reached out to local homeless service providers to explore partnership and funding opportunities. Through the annual CDBG Public Service Grants funding process, City staff can ascertain the services City residents need and develop partnerships with local agencies to coordinate the delivery of needed services.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

In 2020 – as a "Participating City" in the Urban County CDBG program, Jurupa Valley contributed to the Riverside County Continuum of Care (RC-CoC) planning process through the County of Riverside. Though, in 2021, Riverside County did not conduct its annual point-in-time count, and will use the 2020 figures this year for planning purposes. As a direct CDBG grantee, the City will participate in the following year's RC-CoC by contributing to the regional CoC planning process – assuming Riverside County conducts the point-in-time-count in 2022. Additionally, the City will continue to build or strengthen relationships with local CoC service providers in order to address the needs of the City's homeless. As needed, City staff will expedite certifications of consistency with the Consolidated Plan and other forms of support for the RC-CoC.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate

Annual Action Plan

outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City is not a recipient of Emergency Solutions Grant (ESG) funds; therefore, it does not assist the RC-CoC with the determination of ESG allocations or evaluating outcomes, and developing policies and procedures for the administration of the regional Homeless Management Information System (HMIS). In order to address local homeless issues, the City did solicit proposals from regional service providers and considered how these programs and services address local and regional homeless needs.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities (see Table 2)

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Riverside County Fair Housing Council
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Impediments to Fair Housing Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency provided data and information that helped identify the needs of households requiring fair housing services. Also provided input regarding the region's strategy to address impediments to fair housing.
2	Agency/Group/Organization	County of Riverside Department of Public Social Services
	Agency/Group/Organization Type	Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth HMIS
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Regional Continuum of Care coordinator and HMIS administrator. Provided significant information regarding regional and City homeless population and resources.
3	Agency/Group/Organization	Housing Authority of the County of Riverside
	Agency/Group/Organization Type	Public Housing Authority
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided information regarding number and type of households receiving rental assistance and the number of households requesting housing assistance.
4	Agency/Group/Organization	Family Services Association
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency helped identify needs of senior and frail elderly persons and households.
5	Agency/Group/Organization	City of Jurupa Valley
	Agency/Group/Organization Type	Other government – Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	City departments and City Council provided data and information, identified priorities, and recommendations for the allocation of HUD funds.
6	Agency/Group/Organization	Path of Life
	Agency/Group/Organization Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homelessness Needs - Veterans

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency helped identify needs of local homeless and households at risk of homelessness.
7	Agency/Group/Organization	211 Community Connect
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homelessness Needs - Veterans
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided data regarding various community social service needs.
8	Agency/Group/Organization	Social Work Action Group
	Agency/Group/Organization Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency helped identify needs of local chronic homeless.
9	Agency/Group/Organization	Environmental Protection Agency Region 9
	Agency/Group/Organization Type	Other government – Federal
	What section of the Plan was addressed by Consultation?	HazMat Planning
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Agency developed a Community Involvement Plan to encourage and facilitate community engagement throughout the Stringfellow Superfund Site cleanup.

Identify any Agency Types not consulted and provide rationale for not consulting

The City had an open consultation process; no agency was prevented or excluded from participating.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	County of Riverside Department of Public Social Services	Regional and local Point-In-Time Survey (including Plan to End Homelessness and discharge planning)
Jurupa Valley Draft 2017 General Plan	City of Jurupa Valley	Housing priorities and program goals, and natural hazards resilience planning
City of Jurupa Valley Annual Budget	City of Jurupa Valley	City budget document including capital improvements that may be CDBG-eligible
5 Yr & 1 Yr PHA Plan	Housing Authority of the County of Riverside (HACR)	Resources to address housing needs of lower income renter householders
Fair Housing Impediments Study	City of Jurupa Valley	City document identified fair housing impediments within JV and outlined plan to address
Stringfellow Superfund Site Community Involvement Plan	Environmental Protection Agency Region 9	Community involvement plan to encourage and facilitate community engagement throughout the Stringfellow Superfund Site cleanup process

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City implemented its Citizen Participation Plan to obtain a broad range of resident input during the preparation of the 2021-2022 Annual Action Plan.

Community Meetings: The City Council has established the Community Development Advisory Committee (CDAC), a five-member committee of City residents charged with evaluating and recommending public service grants for the Council's consideration. On January 13, 2021, an informal meeting was held by the City to provide basic CDBG information and advise committee members, public service grant applicants, and the community of the upcoming grant application process. On March 1, 2021, CDAC held its first meeting at which grant applicants presented their request for public service grant funding, and the Committee accepted additional public input regarding CDBG public service grant funding. Finally, on March 8, 2020, the CDAC meet for a second time to hear additional public input regarding CDBG public service grant funding. During this meeting, the Committee developed funding recommendations for the City Council's consideration.

Notices/Website: On April 5, 2021, notices in English and Spanish were published in the *Press Enterprise* announcing the required 30-day public comment period for the draft 2021-2022 Annual Action Plan. The notices also announced the 2021-2022 Annual Action Plan public hearing to be held by the City Council on May 6, 2021. See **Attachment 2**, for a copy of the notices and a summary of public comments.

Public Hearings: The City Council held a public hearing at a regularly noticed and scheduled meeting (May 6, 2021) to obtain public input regarding the draft Annual Action Plan and the proposed use of 2021-2022 CDBG funds. The City Council also authorized City staff to submit the Action Plan to HUD.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non- targeted/broad community	CDAC Meeting #1: Residents, local service providers, City staff, and community development consultants	Input regarding community service needs.	None	NA
2	Public Meeting	Non- targeted/broad community	CDAC Meeting #2: Residents, local service providers, City staff, and community development consultants	Input regarding community service needs.	None	NA
3	Newspaper Ad	Non- targeted/broad community	30-day public comment period and public hearing notice	TBD	TBD	NA
4	Public Hearing	Non- targeted/broad community	5/6/21 public hearing to approve 2021- 2022 Action Plan and to authorize submission of the plans to HUD	TBD	TBD	NA

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

HUD has published 2021 CDBG allocations, and the City will receive \$1,157,789 in CDBG funds for FY 2021-2022. In addition, \$188,228 from prior year funds is available, resulting in \$1,346,017 in CDBG funds for FY 2021-2022. Housing voucher/certificate resources (via HARC) will also be available to carry out activities that support the Consolidated Plan's goals.

Anticipated Resources

			Exp	ected Amoun	t Available Yea	r 3	Expected	
Program	Source of Funds	Uses of Funds	Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	Amount Available Remainder of ConPlan \$	Narrative Description
CDBG	public –	Acquisition						Annual CDBG
	federal	Admin and Planning						allocation
		Economic						
		Development						
		Housing						
		Public						
		Improvements						
		Public Services	1,157,789	0	188,228	1,346,017	1,000,000	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Other resources that are available to carry out activities that address the goals of the Consolidated Plan are limited:

- HARC reports that as of March 5, 2021, 388 Jurupa Valley households receive rental assistance. It is anticipated that approximately 365 households will be assisted by HARC annually.
- Jurupa Valley intends to continue and update an existing Inclusionary Housing Program previously administered by the County of Riverside. This program requires that one of every 25 new units (4%) be reserved for households at the 50% area median income level. Projects of six or more units are required to participate in the program. Affordable units must be provided on-site, off-site, or through the payment of an in-lieu fee.

CDBG does not require matching funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The Jurupa Valley General Plan contains an extensive list of parcels that may be suitable for housing development. The inventory includes an evaluation of development constraints and potential development capacity for each parcel. Combined with the incentives identified in the Housing Element, there is a potential for developing several affordable housing units during the Consolidated Plan cycle; however, no specific projects are identified for FY 2021-2022.

Discussion

Funding resources to implement the City's Consolidated Plan are limited. It is anticipated that CDBG funding will continue to be reduced. With respect to other resources, the City will continue to support RCHA's efforts to secure new rental assistance resources. Finally, an inventory of vacant and underutilized land has been developed. Combined with affordable housing development incentives, it is possible that new affordable housing opportunities will be developed during the Consolidated Plan cycle; however, no specific projects are identified for FY 2021-2022.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort	Goal Name	Start	End	Category	Geographic	Needs	Funding	Goal Outcome
Order		Year	Year		Area	Addressed		Indicator
1	Public Infrastructure Improvements	2021	2022	Non-Housing Community Development	CDBG Eligible Block Groups	Public Improvements	CDBG: \$946,406	Public Facility or Infrastructure Activities other than Low/Moderate
								Income Housing Benefit: <u>860</u> Persons Assisted
2	Single Family Housing Rehabilitation	2021	2022	Affordable Housing	Citywide	Housing Rehabilitation	CDBG: \$ <mark>104,000</mark>	Homeowner Housing Rehabilitated: 8 Household Housing Units
3	Homeless Services	2021	2022	Public Services	Citywide	Homeless Services	CDBG: \$ <mark>153,668</mark>	Public service activities other than Low/Moderate Income Housing Benefit: 75 Persons Assisted (Outreach) Homeless Person Overnight Shelter: 50 (Emergency Shelter)
4	Public Services	2021	2022	Public Services	Citywide	Public Services	CDBG: \$ <mark>20,000</mark>	Public service activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted

Sort	Goal Name	Start	End	Category	Geographic	Needs	Funding	Goal Outcome
Order		Year	Year		Area	Addressed		Indicator
5	Fair Housing	2021	2022	Administration	Citywide	Administration	CDBG:	Other: <mark>200</mark>
	Services						\$ <mark>25,000</mark>	Other
6	Program	2021	2022	Administration	Citywide	Administration	CDBG:	Other: <mark>1</mark> Other
	Administration						\$96,943	_

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Public Infrastructure Improvements
	GoalImprovements to roadways, streets, sidewalks, and other eligible publicDescriptioninfrastructure that primarily benefit low- and moderate- income persons.	
2	Goal Name	Single-Family Housing Rehabilitation
	Goal Description	Rehabilitation or preservation of residential properties to address housing and building code deficiencies and deferred property improvements
3	Goal Name	Homeless Services
	Goal Description	Homeless housing and support services, including homelessness prevention services
4	Goal Name	Public Services
	Goal Description	Social service programs that provide support services to low- and moderate- income residents
5	Goal Name	Fair Housing Services
	Goal Description	Services to address impediments to access fair housing
6	Goal Name	Program Administration
	Goal Description	CDBG program oversight and coordination

Projects

AP-35 Projects - 91.220(d)

Introduction

The following activities have been allocated CDBG funds for Fiscal Year 2021-2022.

Projects

#	Project Name			
1	Old Mira Loma Pavement Rehabilitation – Ph. 1			
2	CDBG Housing Rehab Grants Program			
3	Housing Rehabilitation Administration			
4	Path of Life			
5	Family Services Association			
6	Fair Housing Council of Riverside County			
7	CDBG Program Administration			

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

FY 2021-2022 is the fourth year the City will administer CDBG funds on its own. As a Cooperating City in the CDBG Urban County Program, the City worked with Riverside County staff to implement several Americans with Disabilities Act (ADA) related projects, public facility improvement projects, and public services. The City will continue to utilize CDBG funds to construct street and sidewalk improvements to improve accessibility and mobility for individuals with disabilities and to improve neighborhoods within the CDBG eligible Census Tract Block Groups.

In addition to funding services to address the needs of the homeless and those at risk of becoming homeless, public service grants funding in 2021-2022 includes funding for senior services. Fair housing services will provide residents, landlords, and property managers with information and knowledge regarding fair housing laws with the goal of reducing or eliminating housing discrimination. This program will benefit all Jurupa Valley residents including protected classes such as individuals with disabilities and families with children. Finally, as indicated in the Consolidated Plan, the City will implement a housing rehabilitation program for qualified low- and moderate- income homeowners.

AP-38 Project Summary

Project Summary Information

1	Project Name	Old Mira Loma Pavement Rehabilitation – Ph. 1		
	Target Area	CDBG-Eligible Block Groups		
	Goals Supported	Public Infrastructure Improvements		
	Needs Addressed	Public Improvements		
	Funding	CDBG: \$946,406		
	Description	This project includes the rehabilitation of approximately 435,000 SF of existing AC pavement by grind/overlay with isolated removal and reconstruction, while also upgrading existing ADA facilities in the disadvantaged neighborhood of Mira Loma. The project is bounded by 50th, Bellegrave, Etiwanda and Bain.		
	Target Date	6/30/2022		
	Estimate the number and type of families that will benefit from the proposed activities	1,385 residents of which 860 are low- and moderate- income (62.09 % Low/Mod)		
	Location Description	50th St – Etiwanda to Bain, 48th St – Martin to Bain, Martin St – 50th to Bellegrave, Troth St – 50th to Bellegrave, Marlatt St – 50th to Bellegrave, Dodd St – 50th to Bellegrave Census Tract: 40605 Block Group: 1		
	Planned Activities	Project entails rehabilitation of existing pavement and upgrading ADA activities to improve pedestrian safety.		
2	Project Name	CDBG Housing Rehab Grants Program		
	Target Area	Citywide		
	Goals Supported	Single Family Housing Rehabilitation		
	Needs Addressed	Housing Rehabilitation		
	Funding	CDBG: \$80,000		

	Description	Rehab Program: CDBG-funded grants for qualified homeowners to undertake home improvements to address code deficiencies and deferred property improvements			
	Target Date	6/30/2022			
	Estimate the number and type of families that will benefit from the proposed activities	8 lower-income homeowners			
	Location Description	Citywide			
	Planned Activities	Grants up to \$10,000 to improve owner-occupied housing units.			
3	Project Name	Housing Rehabilitation Administration			
	Target Area	Citywide			
	Goals Supported	Single Family Housing Rehabilitation			
	Needs Addressed	Housing Rehabilitation			
	Funding	CDBG: \$24,000			
	Description	Funding for direct cost associated with the administration of the City's housing rehabilitation grant program			
	Target Date	6/30/2022			
	Estimate the number and type of families that will benefit from the proposed activities	8 lower income homeowners			
	Location Description	Citywide			

	Planned Activities	Costs associated with the administration of the City's housing rehabilitation grant program. Tasks include qualifying property owners, inspecting properties for eligible home improvements, developing costs estimates, assisting homeowners with contractor agreement, and monitoring construction
4	Project Name	Path of Life
	Target Area	Citywide
	Goals Supported	Homeless Services
	Needs Addressed	Public Services
	Funding	CDBG: \$153,668
	Description	Homelessness prevention, outreach, emergency shelter and support services.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	75 individuals (outreach) and 50 individuals (emergency shelter)
	Location Description	Citywide
	Planned Activities	Homeless outreach and engagement in order to link individuals to housing and support services. Funding also allocated to provide direct financial assistance to prevent the loss of housing and to assist those already homeless.
5	Project Name	Family Services Association
	Target Area	Citywide

	Goals Supported	Social service programs that provide support services to low- and moderate- income residents
	Needs Addressed	Public Services
	Funding	CDBG: \$20,000
	Description	Congregate meal program for seniors offered at the senior center
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	200 seniors
	Location Description	Program offered citywide but will be provided at the Eddie D. Smith Senior Center located at 5888 Mission Blvd.
	Planned Activities	Congregate meal program for seniors
6	Project Name	Fair Housing Council of Riverside County
	Target Area	Citywide
	Goals Supported	Fair Housing Services
	Needs Addressed	Administration
	Funding	CDBG: \$25,000
	Description	Fair housing outreach, education and enforcement services with the goal to reduce and eliminate impediments to the fair access of housing.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	200 households
	Location Description	Citywide

	Planned Activities	Fair housing outreach, education and enforcement services including; landlord, tenant and property management fair housing training; community outreach and education; complaint investigation and enforcement services.
7	Project Name	CDBG Program Administration
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Administration
	Funding	CDBG: \$96,943 (8.4% of 2021 grant allocation CDBG Funds)
	Description	CDBG program oversight and coordination.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	8930 Limonite Avenue, Jurupa Valley, CA – City Hall
	Planned Activities	Program oversight and coordination including management of public service grants, housing and commercial rehabilitation programs, and preparation of required applications and reports.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Approximately 30% of planned CDBG-expenditures during FY 2021-2022 will be available on a citywide basis. These activities include housing rehabilitation, homeless services, public services, fair housing services, and program administration. Public infrastructure improvements slated for funding are eligible due to the percentage of low- and moderate- income residents residing in the project's service area. A map of the City's CDBG Eligible Areas is provided as **Attachment 3**.

Geographic Distribution

Target Area	Percentage of Funds
CDBG-Eligible Block Groups	70%
Citywide	30%

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City's primary intent is to serve lower-income residents that need housing/services regardless of where they live within the City. Area-wide activities (e.g., infrastructure improvements) are limited to the City's CDBG-eligible areas, except for ADA in certain cases.

Discussion

As indicated above, CDBG funds will be allocated to programs that serve Jurupa Valley residents regardless of where they live.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City will utilize limited CDBG funds to provide housing rehabilitation grants to eligible homeowners.

One Year Goals for the Number of Households to	be Supported
Homeless	0
Non-Homeless	8
Special-Needs	0
Total	8

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through		
Rental Assistance	0	
The Production of New Units	0	
Rehab of Existing Units	8	
Acquisition of Existing Units	0	
Total	8	

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

During FY 2021-2022, the City will implement the third year of its Homeowner Housing Rehabilitation Grant program. The City will use CDBG funds to assist an estimated eight households with this activity. The City will also continue to support HARC's implementation of the federal rental assistance voucher and certificate program. An estimated 365 Jurupa Valley households will benefit from this program during FY 2021-2022.

AP-60 Public Housing – 91.220(h)

Introduction

The City does not own or manage public housing.

Actions planned during the next year to address the needs to public housing

Not applicable.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not applicable.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion

The City does not own or manage public housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

As outlined in the Consolidated Plan, the City will utilize a portion of CDBG funds during FY 2021-2022 to support agencies that provide homeless services.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including;

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City will utilize CDBG funds to fund homeless outreach services specifically targeting chronic homeless individuals. These services will be provided by Path of Life Ministries, which will utilize its mobile outreach team to connect with 75 homeless individuals and provide a variety of services and referrals designed to meet basic needs and emergency shelter. This outreach staff will also conduct vulnerability assessments to determine if homeless individuals are ready to enter rapid rehousing or permanent supportive housing.

Addressing the emergency shelter and transitional housing needs of homeless persons

There are no emergency or transitional housing beds in Jurupa Valley; however, during FY 2021-2022, the City will partner with Path of Life which will provide a minimum of four shelter beds (1,000 bed nights) for Jurupa Valley homeless individuals on any given night. An estimated 50 individuals will benefit from these services.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

HUD's 2020 Continuum of Care Homeless Assistance Programs Housing Inventory Count Report indicates there are 2,993 permanent supportive housing beds throughout the Riverside County Continuum of Care. Most beds (1,028) are tied to the Veterans Affairs Supportive Housing (VASH) rental housing voucher program that is administered by the HARC. As of March 5, 2021, HARC reports 388 Jurupa Valley households currently receive rental assistance, including 20 Jurupa Valley veteran households receive rental assistance (45 veterans are on the rental assistance waitlist). HARC also reports that 504 self-reported homeless individuals with ties to Jurupa Valley are on the waitlist for federal rental assistance. The City will continue to support HARC and its efforts to secure additional VASH vouchers, Shelter Plus Care vouchers, and rental assistance vouchers and certificates in an effort to address the needs of these homeless individuals and households.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

According to HUD's *Strategies for Preventing Homelessness*, "Homelessness prevention is an essential element of any effort to end homelessness either locally or nationwide." This HUD report indicates it is less expensive and disruptive to keep a household housed-in-place. To this end, the City will allocate CDBG funds to Path of Life to support their homelessness prevention program. The City will also participate in regional homeless planning efforts, including the RC-CoC's Discharge Plan, which aims to prevent individuals leaving institutions, hospitals, etc., from becoming homeless.

Discussion

The City's homeless strategy is to help prevent homelessness and to support local service providers as they engage and assess the needs of the City's homeless population. Significant CDBG funding is allocated to Path of Life Ministries to provide an array of homeless services, including outreach, engagement, short-term shelter, and support services.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Barriers to affordable housing and actions to overcome barriers are listed in the City's Housing Element and were outlined in the Consolidated Plan – a summary is provided below.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The Jurupa Valley Housing Element states, "incentives are preferable to regulations as the means to facilitate the production of housing for all income levels." To encourage lower-cost housing production, the City has identified various incentives for property owners and developers to consider. Among these possible incentives are modifications to development standards, reduced development fees, expedited permit processing, and direct financial assistance from in-lieu Inclusionary Housing Program (IHP) fees. No projects are currently underway that are utilizing these incentives.

Discussion:

The City's Housing Element and Consolidated Plan identify several barriers to the creation of affordable housing opportunities. The Housing Element has also identified several actions the City can take to reduce the impact of these barriers on affordable housing development; however, no projects are currently under development that are using these incentives.

AP-85 Other Actions - 91.220(k)

Introduction:

Outlined below are the actions the City will implement during FY 2021-2022 to address the substrategies of the Consolidated Plan.

Actions planned to address obstacles to meeting underserved needs

During FY 2021-2022, the City will encourage and support HARC's efforts to obtain additional rental assistance funding, especially for senior, disabled, and low-income households. CDBG-funded public facility improvements will improve residential neighborhoods with the rehabilitation or installation of streets and sidewalks. Additionally, funding will be allocated to support meal services for seniors. Finally, fair housing services will help ensure all households can secure safe and decent housing that they desire and can afford, without regard to their race, color, religion, gender, national origin, familial status, disability, age, source of income or other characteristics protected by laws.

Actions planned to foster and maintain affordable housing

As previously outlined, the City will utilize CDBG funds to continue its homeowner housing rehabilitation grant program during FY 2021-2022. The City will also continue to support HARC's administration of HUD's voucher and certificate rental assistance program.

Actions planned to reduce lead-based paint hazards

A significant percentage of the City's housing stock was constructed before 1980 and may contain leadbased paint hazards. The City will ensure that information is available to community residents regarding the health impacts of lead-based hazards, especially for young children. As the City implements its housing rehabilitation program, it will ensure that HUD's regulations regarding lead-based paint hazards are incorporated into program policies and procedures to ensure lead-paint hazards are addressed during the property rehabilitation.

Actions planned to reduce the number of poverty-level families

According to the U. S. Census Bureau, approximately 16.0% of the City's population lives at or below the poverty level, including 23.2% of children under 18 and 13.8% of seniors (age 65 and older). During FY 2021-2022, the City will support several activities that aim to reduce the number of households living in poverty:

- Support HARC's administration of rental assistance programs for very low-income renters.
- Support social service programs that assist households at risk of becoming homeless and those that are homeless.
- Funding for free/low-cost meal services for seniors.

- Support fair housing services to ensure households have access to safe and decent housing free of discrimination.
- Provide rehabilitation grants to qualified home owners.

Actions planned to develop institutional structure

As the City prepared to become a CDBG grantee community in 2018, it initiated efforts to develop an institutional structure to help identify and access resources to improve the community. The City solicited the input of local service providers by hosting a community workshop to discuss community needs and future funding opportunities. The City will continue to assist the HARC to implement its Five-year Public Housing Authority (PHA) Plan for the provision of rental assistance vouchers and certificates. The City will also engage neighboring HUD-grantee communities to explore and participate in regional planning and program initiatives.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Jurupa Valley does not operate public housing. HARC provides rental assistance in the community. Federal legislation requires that the Housing Authority prepare five-year and one-year plans that highlight its mission, goals, and objectives related to public and assisted housing programs. The City will review the Authority's plans and will provide HARC the opportunity to review and consult with the City regarding its Consolidated Plan. The goal of this cross-consultation is to provide consistent and coordinated housing services for City residents.

As stated above, Jurupa Valley has developed working relationships with several local nonprofits. As the City expands its CDBG program to provide public service grant funding, it will coordinate efforts with nonprofit partners to promote the efficient and effective use of limited public resources.

Discussion:

Prior to 2018, the City was part of the Riverside Urban County CDBG program. As a participating jurisdiction, the County's Analysis of Impediments to Fair Housing incorporated the City. In 2019, the City of Jurupa Valley completed an AI, which is summarized in **Attachment 4**. Action steps to be taken by the City during FY 2021-2022 to address identified impediments are also found in **Attachment 4**.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Each HUD program that is covered by the Consolidated Plan regulations must address certain program specific requirements.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1.	The total amount of program income that will have been received before the start of the next program	0
	year and that has not yet been reprogrammed	

The amount of proceeds from section 108 loan guarantees that will be used during the year to address
 the priority needs and specific objectives identified in the grantee's strategic plan.

3.	The amount of surplus funds from urban renewal settlements	0
	The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0

5.	The amount of income from float-funded activities	0
Tota	Il Program Income:	0

Other CDBG Requirements

0

- 1. The amount of urgent need activities
- The estimated percentage of CDBG funds that will be used for activities that benefit persons of low- and moderateincome. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low- and moderate- income. Specify the years covered that include this Annual Action Plan. 100.00%

Discussion

The City will meet the overall 70% benefit for low- and moderate- income requirement during the one-year **2021** Program Year.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT WASHINGTON, DC 20410-7000



February 25, 2021

The Honorable Lorena Barajas Mayor of Jurupa Valley 8930 Limonite Avenue Jurupa Valley, CA 92509

Dear Mayor Barajas:

I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2021 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low- and moderate-income persons and special needs populations across the country. Public Law 116-260 includes FY 2021 funding for these programs. Your jurisdiction's FY 2021 available amounts are as follows:

Community Development Block Grant (CDBG)	\$1,157,789
Recover Housing Program (RHP)	\$ 0
HOME Investment Partnerships (HOME)	\$ 0
Housing Opportunities for Persons With AIDS (HOPWA)	\$ 0
Emergency Solutions Grant (ESG)	\$ 0

Individuals and families across the country are struggling in the face of four converging crises: the COVID-19 pandemic, the resulting economic crisis, climate change, and racial inequity. Through these bedrock programs, CPD seeks to develop strong communities by promoting integrated approaches that provide decent housing and suitable living environments while expanding economic opportunities for low- and moderate-income and special needs populations, including people living with HIV/AIDS. We urge grantees to strategically plan the disbursement of grant funds to provide relief for those affected by these converging crises and help move our country toward a robust recovery.

Based on your jurisdiction's CDBG allocation for this year, you also have \$5,788,945 in available Section 108 borrowing authority. Since Section 108 loans are federally guaranteed, this program can leverage your jurisdiction's existing CDBG funding to access low-interest, long-term financing to invest in Opportunity Zones or other target areas in your jurisdiction.

Because the funds are not appropriated by Congress, Housing Trust Fund (HTF) formula allocations will be announced at a later date under separate cover.

HUD continues to emphasize the importance of effective performance measurements in all its formula grant programs. Proper reporting in the Integrated Disbursement and Information System (IDIS) is critical to ensure grantees comply with program requirements and policies, provide demographic and income information about the persons that benefited from a community's activities, and participate in HUD-directed grantee monitoring. Your ongoing attention to ensuring complete and accurate reporting of performance measurement data continues to be an invaluable resource with regard to the impact of these formula grant programs.

The Office of Community Planning and Development is looking forward to working with you to promote simple steps that will enhance the performance of these critical programs and successfully meet the challenges that our communities face. If you or any member of your staff have questions, please contact your local CPD Office Director.

Sincerely,

James Arthur Jemison II Principal Deputy Assistant Secretary for Community Planning and Development

PUBLIC NOTICE NOTICE OF 30-DAY PUBLIC COMMENT PERIOD AND PUBLIC HEARING TO BE HELD BY THE CITY OF JURUPA VALLEY REGARDING SUBMISSION OF THE 2021-2022 ANNUAL ACTION PLAN

NOTICE IS HEREBY GIVEN that the City of Jurupa Valley City Council will hold a public hearing and public comment period for the Action Plan for Fiscal Year 2021-2022. This action is taken in compliance with federal regulations [24 CFR 91].

As a recipient of Community Development Block Grant (CDBG) funds, the City is required to approve an Annual Action Plan every year. The Annual Action Plan delineates proposed activities to be funded under the U.S. Department of Housing and Urban Development's (HUD) CDBG program.

30-Day Public Comment Period

The required 30-day public comment period for the 2021-2022 Annual Action Plan will commence April 3, 2021 and will end May 6, 2021. The draft document will be available for public review upon request at the public counter at Jurupa Valley City Hall – 8930 Limonite Avenue, Jurupa Valley, CA 92509. City Hall is open Monday through Friday, 8 AM to 5 PM. The draft will also be posted on the City's website (www.jurupavalley.org). Written comments regarding the draft Annual Action Plan may be submitted to the attention of Paul Toor at the City Hall address. All written comments must be received by the City no later than 12 PM May 6, 2021.

2021-2022 Action Plan

HUD has notified the City of its final CDBG allocation for 2021, and the City will receive an allocation of \$1,157,789 in CDBG funds for Fiscal Year 2021-2022. In addition, \$188,228 from prior year CDBG funds will be added, which will total \$1,346,017 for the 2021-2022 budget. The proposed use of CDBG funds includes the following:

Proposed Activity	Proposed CDBG Allocation
Public services for lower income persons	\$173,668.00
Public facility and/or infrastructure improvements	\$946,406.21
Program administration (including Fair Housing counseling)	\$121,943.00
Housing Rehabilitation Program	\$104,000.00

2021-2022 Action Plan Public Hearing

The City is also required to hold a public hearing to obtain additional public comments regarding the 2021-2022 Annual Action Plan. Notice is hereby given that the City of Jurupa Valley City Council will hold a public hearing on Thursday, May 6, 2021, for this purpose. The hearing will be held in the City Council Chambers located at 8930 Limonite Avenue, Jurupa Valley. The City Council meeting will be held at 7 PM or soon thereafter. For additional information regarding the hearing (including reasonable requests for special accommodations for persons with disabilities), please contact Paul Toor at (951) 332-6464 Ext. 233.

If you wish to challenge the City's decision in court, the challenge will be limited only to those issues you or someone else raised at the public hearing, prior to the public hearing, or in written correspondence delivered to the City Clerk's Department, prior to, the public hearing described in this notice.

The agenda report for this item will be available on Monday, May 5, 2021 on the City's website at <u>www.jurupavalley.org</u>. Additionally, a copy of the report may be obtained at City Hall during normal business hours, Monday through Friday, 8:00 a.m. – 5:00 p.m. It is recommended that you contact City Hall to ensure a copy of the report is available for distribution. For further information regarding this notice, please contact Mr. Paul Toor at <u>ptoor@jurupavalley.org</u>

Victoria Wasko, CMC City Clerk

PNOTICIA PÚBLICA AVISO DEL PERÍODO DE COMENTARIOS PÚBLICOS DE 30 DÍAS Y AUDIENCIA PÚBLICA EN LA CIUDAD DE JURUPA VALLEY SOBRE LA SUMISIÓN DEL PLAN DE ACCIÓN ANUAL 2021-2022

POR LA PRESENTE SE DA AVISO de que el Concejo Municipal de la Ciudad de Jurupa Valley llevará a cabo una audiencia pública y un período de comentarios públicos para el Plan de Acción Anual para el año fiscal 2021-2022. Esta acción se toma en conformidad con las regulaciones federales [24 CFR 91].

Como receptor de fondos federales (Community Development Block Grant (CDBG)), la Ciudad debe aprobar un Plan de Acción Anual cada año. El Plan de Acción delinea las actividades propuestas que serán financiadas por el programa CDBG del Department of Housing and Urban Development (HUD) de los Estados Unidos.

Período de 30 Días para Comentarios Públicos

El período requerido de 30 días para comentarios públicos para el Plan de Acción Anual 2021-2022 comenzará el 3 de abril de 2021 y finalizará el 6 de mayo de 2021. El documento preliminar estará disponible para revisión pública a pedido en el mostrador público del City Hall de Jurupa Valley - 8930 Limonite Avenue, Jurupa Valley, CA 92509. City Hall está abierto de lunes a viernes, de 8 AM hasta las 5PM. El borrador también se publicará en el sitio web de la Ciudad (www.jurupavalley.org). Los comentarios por escrito sobre el borrador del Plan de Acción Anual se pueden enviar a la atención de Paul Toor en la dirección del City Hall. Todos los comentarios escritos deben ser recibidos por la Ciudad a más tardar a las 12 PM del 6 de mayo de 2021.

Plan de Acción Anual 2021-2022

HUD ha notificado a la Ciudad de su asignación final de CDBG para 2021, y la Ciudad recibirá una asignación de \$1,157,789 en fondos CDBG para el año fiscal 2021-2022. Además, se agregarán \$188,228 de los fondos CDBG del año anterior, que totalizarán \$1,346,017 para el presupuesto 2021-2022. El uso propuesto de fondos CDBG incluye lo siguiente:

Actividades Propuestas	Propuesto Uso de Fondos CDBG
 Servicios públicos para personas de menores ingresos 	\$173,668.00
 Mejoras en instalaciones y / o infraestructuras públicas 	\$946,406.21
 Administración del programa (incluida la asesoría en vivienda justa) 	\$121,943.00
 Programa de rehabilitación de viviendas 	\$104,000.00

Audiencia Pública del Plan de Acción 2021-2022

También se requiere que la Ciudad celebre una audiencia pública para obtener comentarios públicos adicionales sobre el Plan de Acción Anual 2021-2022. Por la presente se notifica que el City Hall de la Ciudad de Jurupa Valley celebrará una audiencia pública el jueves 6 de mayo de 2021 para este propósito. La audiencia se llevará a cabo en City Council Chambers ubicadas en 8930 Limonite Avenue, Jurupa Valley. La reunión del City Council se llevará a cabo a las 7PM o poco después. Para obtener información adicional sobre la audiencia (que incluye solicitudes razonables de personas con discapacidades), comuníquese con Paul Toor al (951) 332-6464 Ext. 233.

Si desea desafiar la decisión de la Ciudad en la corte, el reto se limitará solo a aquellos asuntos que usted u otra persona planteó en la audiencia pública, antes de la audiencia pública, o en la correspondencia escrita entregada al City Clerk (departamento de la secretaría de la ciudad), antes de la audiencia pública, descrita en este aviso.

El informe de la agenda para este tema estará disponible el lunes 5 de mayo de 2021 en el sitio web de la Ciudad en <u>www.jurupavalley.org</u>. Además, se puede obtener una copia del informe en el City Hall durante el horario laboral normal, de lunes a viernes, de 8:00AM a 5:00PM. Se recomienda que se comunique con City Hall para asegurarse de que una copia del informe esté disponible para su distribución. Para obtener más información, puede llamar al City Hall al (951) 332-6464.

Victoria Wasko, CMC Secretaria de ciudad RETURN TO AGENDA City of Jurupa Valley

STAFF REPORT

DATE: MAY 6, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER BY: PAUL TOOR, PUBLIC WORKS DIRECTOR/CITY ENGINEER

SUBJECT: AGENDA ITEM NO. 15.B

PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS ON AND ADOPTION OF A RESOLUTION TO AMEND THE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) APPLICABLE TO ALL NEW DEVELOPMENT IN THE CITY OF JURUPA VALLEY AND FINDING ACTION EXEMPT FROM CEQA

RECOMMENDATION

- 1. That the City Council conduct a public hearing to receive public comments regarding a Resolution of the City Council of the City of Jurupa Valley amending the applicable Transportation Uniform Mitigation Fee (TUMF) applicable to all developments in the City of Jurupa Valley and finding the action exempt from CEQA pursuant to CEQA Guidelines Sections 15061, 15062 and 15378.
- 2. That the City Council adopt Resolution No. 2021-32, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING THE APPLICABLE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) APPLICABLE TO ALL DEVELOPMENTS IN THE CITY OF JURUPA VALLEY AND FINDING THE ACTION EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTIONS 15061, 15062 AND 15378

BACKGROUND

www.jurupavalley.org

Western Riverside Council of Governments (WRCOG) is a joint powers agency currently comprised of the County of Riverside and eighteen (18) cities located in Western Riverside County. In 1999-2002 the then WRCOG member jurisdictions, 14 cities and Riverside County at that time, developed a plan whereby there was identified a shortfall in funds needed to enlarge the capacity of the Regional System of Highways and Arterials of the western county area which appropriately could be attributed to projected new development in western Riverside County. It was determined that this shortfall could be

made up in part by implementation of a new, fair share revenue source from future residential, commercial, and industrial development, termed Transportation Uniform Mitigation Fee (TUMF). In 2002 the first Western Riverside County Transportation Uniform Fee Nexus Study was adopted by the WRCOG Executive Committee and approved by the 14 cities and the County for the unincorporated areas of western Riverside County. Since then the nexus study has undergone three major updates, the latest being the 2016 update. Through 2020 about \$897 million in TUMF Program revenues have been collected for transportation and infrastructure improvements in the western county area.

As a current member agency of WRCOG, joining on July 29, 2011, Jurupa Valley participated in the preparation of the WRCOG Transportation Uniform Fee Nexus Study 2016 Update. The study was adopted by the WRCOG Executive Committee in July 2017 and approved by the member agencies, each with their respective implementing ordinance.

Jurupa Valley added Chapter 3.70 to the Jurupa Valley Municipal Code (Ordinance No. 2017-13) effective November 1, 2017 governs the establishment and implementation of the TUMF Program. Chapter 3.70 provides that the actual TUMF Schedule will be set by resolution of the City Council. The City Council approved Resolution No. 2017-51 adopting the TUMF Schedule which was effective the same date.

On May 7, 2020, the City Council adopted Resolution No. 2020-23 in accordance with the provisions of Chapter 3.70 setting the TUMF Schedule of fees as they currently exist.

ANALYSIS & DISCUSSION

The matter before the City Council is the consideration of an adjustment to the TUMF Program fee implementation schedule to extend the same fees currently contained in Resolution No. 2020-23 beyond the current expiration date of June 30, 2021. These are the fees currently assessed to all new development occurring in the City which developments are not otherwise exempted by the Chapter 3.70. In doing so the City Council shall consider testimony from the public given at a duly noticed Public Hearing on the matter.

Section 3.70.040 C of the Jurupa Valley Municipal Code provides that "[t]he fee schedule may be periodically reviewed and the amounts adjusted by the WRCOG Executive Committee", as the administrator of the TUMF Program. In early 2020 the WRCOG Executive Committee studied the then current fee schedule and determined that the Construction Cost Index (CCI) had increased approximately 5% since its adoption of the 2016 Nexus Study. The committee determined that revised fees must be adopted.

Municipal Code Section 3.70.040 A provides that "[t]he City Council shall adopt an applicable TUMF schedule through a separate resolution, which may be amended from time to time."

In early 2020 the WRCOG Executive Committee, as administrator of the TUMF Program, adopted a fee schedule to take effect July 1, 2020 and accordingly then the City Council

adopted Resolution No. 2020-23. In fair consideration of the generally higher fees necessary to continue funding the program at an appropriate level, the resolution also adopted a "phase-in" schedule for single family residential so that the full fee amount of increased fees was implemented in two sequential time frames. Retail commercial was maintained at the same rate as was adopted in 2017.

Section 2.A of Resolution No. 2020-23 established the TUMF Fee Schedule:

- (1) \$9,146.00 per single-family residential unit
- (2) \$6,134.00 per multi-family residential unit
- (3) \$1.77 per square foot of an industrial project
- (4) \$7.50 per square foot of a retail commercial project
- (5) \$4.56 per square foot of a service commercial project
- (6) \$2.19 per square foot of a service Class A and B Office

Section 2.B of Resolution No. 2020-23 adopted a schedule of fees that started July 1, 2020 and continued until December 31, 2020:

- (1) \$9,478.00 per single family residential unit
- (2) \$6,389.00 per multi-family residential unit
- (3) \$1.81 per square foot of an industrial project
- (4) \$7.50 per square foot of a retail commercial project
- (5) \$4.75 per square foot of a service commercial project
- (6) \$2.38 per square foot of a service Class A and B Office

Section 2.B of Resolution Fees for Phase 2 of Resolution 2020-23 also adopted a fee schedule that began January 1, 2021 and will continue until June 30, 2021:

- (1) \$9,810.00 per single family residential unit
- (2) \$6,389.00 per multi-family residential unit
- (3) \$1.81 per square foot of an industrial project
- (4) \$7.50 per square foot of a retail commercial project
- (5) \$4.75 per square foot of a service commercial project
- (6) \$2.38 per square foot of a service Class A and B Office

The current requested action in adopting Resolution No. 2021-32 replaces the fee schedule set forth in Resolution No. 2020-23 in its entirety as of the effective date of this resolution.

From January 1, 2021, the fee schedule shall be as follows:

- (1) \$9,810.00 per single-family residential unit
- (2) \$6,389.00 per multi-family residential unit
- (3) \$1.81 per square foot of an industrial project
- (4) \$7.50 per square foot of a retail commercial project
- (5) \$4.75 per square foot of a service commercial project
- (6) \$2.38 per square foot of a service Class A and B Office

Should the City not adopt the fee implementation schedule proposed in Resolution No. 2021-32 then on July 1, 2021 TUMF fees collected by the City would roll back to the schedule shown above under Section 2.A of Resolution 2020-23.

OTHER INFORMATION

WRCOG is required to update the nexus study every 5 years. It will soon begin work to update the 2016 nexus study and anticipates adoption in 2021/22 to include at that time an updated fee study.

Notice of this Public Hearing and proposed fee implementation schedule change has been published and posted by the City Clerk as required by applicable law.

Notice of this proposed fee implementation schedule change has been mailed to Southern California Edison and to Southern California Gas as they had requested.

The City Attorney has approved the resolution as to form.

FINANCIAL IMPACT

In adopting the resolution in accordance with staff's recommendation there would be no fiscal impact to the City.

ALTERNATIVES

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

Prepared by:

Mike Myers, P.E.

Engineering Consultant

Reviewed by:

Connie Cardenas Administrative Services Director

Approved as to Form:

Peter M Thorson City Attorney

Attachments:

1. Resolution No. 2021-32

Reviewed by:

Paul Toor, P.E., Public Works Director/ City Engineer

Reviewed by:

Michael Flad Assistant City Manager

Submitted by:

Rod B. Butler City Manager

www.jurupavalley.org

RESOLUTION NO. 2021-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING THE APPLICABLE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) APPLICABLE TO ALL DEVELOPMENTS IN THE CITY OF JURUPA VALLEY AND FINDING THE ACTION EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTIONS 15061, 15062 AND 15378

WHEREAS, the City of Jurupa Valley ("City") is a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside and eighteen cities located in Western Riverside County; and

WHEREAS, the member agencies of WRCOG recognized that there was insufficient funding to address the impacts of new development on the regional system of highways and arterials in Western Riverside County (the "Regional System"); and

WHEREAS, in order to address this shortfall, the member agencies formulated a plan whereby a transportation mitigation fee would be assessed on new development and would be used to fund the necessary improvements for the Regional System; and

WHEREAS, WRCOG, with the assistance of TUMF Program participating jurisdictions, has prepared an updated Nexus Study entitled "Transportation Uniform Mitigation Fee Nexus Study: 2016 Update" ("2016 Nexus Study") pursuant to California Government Code sections 66000 et seq. (the Mitigation Fee Act), for the purpose of updating the fees. On July 10, 2017, the WRCOG Executive Committee reviewed the 2016 Nexus Study and TUMF Program and recommended TUMF participating jurisdictions amend their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction in order to update the TUMF Program; and

WHEREAS, consistent with its previous findings made in the adoption of Chapter 3.70 of the Jurupa Valley Municipal Code, the City Council has been informed and advised, and hereby finds, that if the capacity of the Regional System is not enlarged and unless development contributes to the cost of improving the Regional System, the result will be substantial traffic congestion in all parts of Western Riverside County, with unacceptable Levels of Service. Furthermore, the failure to mitigate growing traffic impacts on the Regional System will substantially impair the ability of public safety services (police and fire) to respond and, thus, adversely affect the public health, safety and welfare. Therefore, continuation of a TUMF Program is essential; and

WHEREAS, the City Council finds and determines that there is a reasonable and rational relationship between the use of the TUMF and the type of development projects on which the fees are imposed because the fees will be used to construct the transportation improvements that are necessary for the safety, health, and welfare of the residential and non-residential users of the development in which the TUMF will be levied; and

WHEREAS, the City Council finds and determines that there is a reasonable and rational relationship between the need for the improvements to the Regional System and the type of development projects on which the TUMF is imposed because it will be necessary for the residential and non-residential users of such projects to have access to the Regional system. Such development will benefit from the Regional System improvements and the burden of such developments will be mitigated in part by payment of the TUMF; and

WHEREAS, the City Council finds and determines that the cost estimates set forth in the new 2016 Nexus Study are reasonable cost estimates for constructing the Regional System improvements and the facilities that compromise the Regional System, and that the amount of the TUMF expected to be generated by new development will not exceed the total fair share cost to such development; and

WHEREAS, the fees collected pursuant to the TUMF Ordinance shall be used to help pay for the design, planning, construction of and real property acquisition for the Regional System improvements and its facilities as identified in the 2016 Nexus Study. The need for the improvements and facilities is related to new development because such development results in additional traffic and creates the demand for the improvements; and

WHEREAS, by notice duly given and published, the City Council held a public hearing on May 6, 2021 on the 2016 Nexus Study and the fees proposed thereunder and at least ten (10) days prior to this hearing, the City Council made the 2016 Nexus Study available to the public; and

WHEREAS, at the time and place set for the hearing, the City Council duly considered data and information provided by the public relative to the cost of the improvements and facilities for which the fees are proposed and all other comments, whether written or oral, submitted prior to the conclusion of the hearing; and

WHEREAS, Section 3.70.040 of the Jurupa Valley Municipal Code authorizes periodic review and adjustment to the applicable TUMF in accordance with any adjustments made by the WRCOG Executive Committee; and

WHEREAS, the fees collected pursuant to this Resolution shall be used to finance the public facilities described or identified in the Nexus Study; and

WHEREAS, the levying of TUMF has been reviewed by the City Council and staff in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines and it has been determined that the adoption of this ordinance is exempt from CEQA pursuant to Sections 15061(b)(3), 15062 and 15378 of the CEQA Guidelines.

NOW, THEREFORE, the City Council of City of Jurupa Valley does resolve as follows:

SECTION 1. <u>Findings</u>. The recitals set forth above are hereby adopted as findings in support of this Resolution. In addition, the City Council re-adopts the findings contained in Section 3.70.020 of the Jurupa Valley Municipal Code in support of the adjusted TUMF contained herein.

SECTION 2. <u>**TUMF Schedule.</u>** In accordance with Section 3.70.040 of the Jurupa Valley Municipal Code, there is hereby adopted the following fee schedule for the TUMF which replaces the fee schedule set forth in Resolution No. 2020-23 in its entirety as of the Effective Date:</u>

A. There is hereby adopted the following TUMF schedule:

(1) \$9,146.00 per single-family residential unit

(2) \$6,134.00 per multi-family residential unit

(3) \$1.77 per square foot of an industrial project

(4) \$7.50 per square foot of a retail commercial project

(5) \$4.56 per square foot of a service commercial project

(6) \$2.19 per square foot of a service Class A and B Office

B. The fees set forth in Section 2.A. shall be phased in as follows:

From July 1, 2020, to December 31, 2020, the fee schedule shall be as follows:

(1) \$9,478.00 per single-family residential unit
(2) \$6,389.00 per multi-family residential unit
(3) \$1.81 per square foot of an industrial project
(4) \$7.50 per square foot of a retail commercial project
(5) \$4.75 per square foot of a service commercial project
(6) \$2.38 per square foot of a service Class A and B Office

From January 1, 2021, the fee schedule shall be as follows:

- (1) \$9,810.00 per single-family residential unit
- (2) \$6,389.00 per multi-family residential unit
- (3) \$1.81 per square foot of an industrial project
- (4) \$7.50 per square foot of a retail commercial project

(5) \$4.75 per square foot of a service commercial project

(6) \$2.38 per square foot of a service Class A and B Office

SECTION 3. <u>**CEQA Findings.**</u> The City Council hereby determines, in accordance with 14 Cal. Code Regs. Section 15061(b)of the California Environmental Quality Act Guidelines ("CEQA Guidelines") that the Transportation Uniform Mitigation Fee Schedule as described in this Resolution is not a "project" within the meaning of Section 15378 and Section 15061(b)(3) of the CEQA Guidelines, and is therefore exempt from the requirements of CEQA. The Resolution establishes a funding mechanism for potential transportation improvements and does not approve the construction nor cause the construction of any specific transportation improvements within Riverside County. This Resolution will have no effect on the environment. Pursuant to CEQA Guidelines Section 15061(d)and 15062, the City Manager is hereby directed to cause a Notice of Exemption to be prepared, executed and filed for the foregoing determination in the manner required by law, that this is not a project under the California Environmental Quality Act and, therefore, not environmental impact assessment is necessary.

SECTION 4. <u>Effective Date</u>. The fees set forth in this Resolution shall become effective sixty days from the adoption of this Resolution.

SECTION 5. <u>Certification</u>. 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 6th day of May, 2021.

Lorena Barajas 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. 2021-32, was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 6th day of May, 2021 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 6th day of May, 2021.

Victoria Wasko, City Clerk City of Jurupa Valley RETURN TO AGENDA

City of Jurupa Valley

STAFF REPORT

- DATE: MAY 6, 2021
- TO: HONORABLE MAYOR AND CITY COUNCIL
- FROM: ROD BUTLER, CITY MANAGER BY: TERRI ROLLINGS, ASSISTANT TO THE CITY MANAGER/PIO
- SUBJECT: AGENDA ITEM NO. 16.A

CONSIDERATION OF COMMUNITY SERVICE GRANT (CSG) APPLICATIONS SUBMITTED FOR DISTRIBUTION OF (CSG) FUNDS

RECOMMENDATION

Requested Action: That the City Council review and recommend Community Service Grant (CSG) requests for the following 501(c)(3) organizations who meet the policy criteria: 1) Inland Empire Waterkeeper, 2) 3p's Christian Ministries, 3) Veterans of Foreign Wars (VWF) Post 10267, 4) Jurupa Mountains Discovery Center, 5) Jurupa Valley District Lions Club, and 6) Queen of Hearts Therapeutic Riding Center, Inc.

BACKGROUND

On August 1, 2019, the City Council considered a proposed Community Services Grant Funding Policy. At that time, the Council referred the policy back to staff for revisions and specifically requested that the policy provide:

- (1) An annual process for considering Community Services Grant Applications
- (2) A prohibition on organizations receiving grant funds if a Council Member is a member of the applicant's board of directors or an officer of the organization.
- (3) Grant specific procedures be in place to document the recipient organization's compliance with the terms of the grant.

The proposed Community Services Grant Policy establishes the City's purposes and funding philosophy for awarding Community Services Grants as well as the criteria for approving such grants and an application for applying for such grants.

At the September 19, 2019 meeting, the City Council adopted Resolution No. 2019-88, approving the Community Service Grants Policy.

ANALYSIS

Applicants who met the criteria and submitted an application for Community Services grant funding are listed below:

- 1) Inland Empire Waterkeeper. Their mission is to protect and enhance the water quality of the upper Santa Ana River watershed through programs of advocacy, education, research, restoration, and enforcement. Funding requested for the River KATS (Kid Activism through Science) program that provides environmental education to Jurupa Valley middle and high school students for the protection of the community's local watershed. Funding will support updated equipment to provide virtual online presentations, bus transportation for field trips when pandemic restrictions are lifted in Riverside County. Amount Requested: \$5,000.
- 2) 3Ps Christian Ministries. 3Ps Christian Ministries is determined to help by whatever means to feed, clothe, and support with shelter. Their annual backpack distribution program will prepare students for in-person learning with backpacks, school supplies, and toiletries. Supplies are used solely to support Jurupa Valley School District students. Amount Requested: \$5,000.
- 3) Veterans of Foreign Wars Post 10267 (VFW). Their mission is to foster camaraderie among United States veterans of overseas conflicts, and to serve veterans and their community. Moreover, their goal is to assist widows, orphans and the community at large. Funding requested to support outdoor space to safely accommodate COVID19 restrictions, and to beautify space for events and free festivities. Amount Requested: \$5,000
- 4) Jurupa Mountains Discovery Center is dedicated to promote awareness of our planet and its habitants through education. JMDC is open to the public and local schools where life science is discovered through hands on experience. The funding will focus on expanding a stand-alone area for their "critter corner" where they have received donated reptiles from the community throughout the years. Moreover, this expansion will offer ample space, controlled temperatures, and a safe environment to educate the public. Amount Requested: \$5,000.
- 5) Jurupa Valley Lions Club's is a part of Lions Club International, the largest service organization in the world. Serving Jurupa Valley since 1948, Jurupa Valley Lions Club hopes to continue to serve children and adults with free meals, school supplies, and hygiene. The funding will support ongoing efforts for backpack giveaway to local homeless and students, and supply meals to seniors at Country Village. **Amount Requested: \$5,000.**
- 6) Queen of Hearts Therapeutic Riding Center, Inc.'s mission is to improve the bodies, minds, spirits, and quality of life of persons with physical and/or development disabilities through equine-assisted therapies. Funding will assist safety training for staff and volunteers, case management, networking with

potential clients, and engaging funders for donations and grants. Amount Requested: \$5,000.

FINANCIAL IMPACT

The Council approved the requested Community Service Grant fund requests for the fiscal year 2020-2021. The City received six mini-grants each asking for \$5,000. Grant Funding total is \$30,000.

ALTERNATIVES

- 1. Allocate the requested funding from each organization as requested.
- 2. Modify the funding amount for an organization.
- 3. Reject funding to an organization.

Prepared by:

Terri Rollings / O Assistant to The City Manager/PIO

Reviewed by:

Connie Cardenas Administrative Services Director

Attachments:

- 1. Applications
- 2. CSG App Community Service Grant Applications Review Guidelines

Submitted by:

Rod B. Butler City Manager

Reviewed by:

mish

Peter M. Thorson City Attorney

Page | 3



RECEIVED

JAN 0 4 2021

CITY OF JURUPA VALLEY

CITY OF JURUPA VALLE

APPLICATION FOR COMMUNITY SERVIC <u>APPLICATION DEADLINE</u>: JANUAF

PROJECT/PROGRAM INFORMATION

Amount Requested: \$_5,000.00

Project/Program Title: <u>River KATS</u> Start Date: <u>02/01/2021</u> End Date: <u>06/30/2022</u>

If Grant is Awarded, Make Check Payable to: _Inland Empire Waterkeeper

Mailing Address: 6976 Indiana Avenue Suite D Riverside, CA 92506

ORGANIZATION AND GEOGRAPHIC AREA SERVED

Name of Applicant Organization: <u>Isabel Hernandez</u> Year Organization Founded: <u>01/01/2005</u>

Website: <u>IEWATERKEEPER.ORG</u> Number of Paid Staff: <u>1</u> Number of Volunteers: <u>2 - interns</u>

Contact Name: Isabel Hernandez Title/Position: Program Director

Contact Person's Email Address: Isabel@iewaterkeeper.org Telephone:

Geographic Area(s) the Organization Serves:

Jurupa Valley, along with Riverside County and San Bernardino County

Geographic Area(s) the Project/Program Serves: (NOTE: Community Service Funding Grant must be <u>exclusively</u> used to serve Jurupa Valley):

This requested Grant will exclusively serve the Jurupa Valley schools.

Include Physical Address of Project/Program: (if different than Organization's Mailing Address):

Address - SAME AS MAILING ADDRESS

NONPROFIT STATUS

Is this organization incorporated as a nonprofit? Yes <u>xx</u> No _____ (If No, then ineligible to receive City Funding)

Date of Incorporation as a Nonprofit: 02/23/1999

Federal Identification Number:

State Identification Number:

Print out and attach to this application verification from Federal (IRS) and State (FTB) as follows:

- 1. Attach IRS Deductibility Status using this link: http://apps.irs.gov/app/eos/
- Attach State Entity Status letter using this link: <u>https://www.ftb.ca.gov/online/self_serve_entity_status_letter/index.asp</u>
- Attach first page only of most recent IRS Form 990 or attach a print out of detailed information about your charity found on this State Registry's search tool: <u>http://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y</u>

Has the organization or any members of the Board of Directors of the organization been involved with any personal business transactions valued over \$500 including any business transactions, negotiations, investments, or interests in real property with a Jurupa Valley City Council Member during the past 12 months?

No_XX Yes____ If Yes, briefly describe:

Is a Jurupa Valley City Council Member or Executive Staff Member a member of the Board of Directors or an Officer of the organization?

This Application has been authorized by the organizations: Executive Committee ______ Board of Directors _XX _____ Members-at-Large

MISSION STATEMENT OF ORGANIZATION

Briefly describe the goals and objectives or mission of your organization:

Inland Empire Waterkeeper (IEWK) was established in 2005. It is a grassroots, non-profit water quality organization with a mission to enhance and protect the quality of the waterways within the Upper Santa Ana River Watershed. This is accomplished through five program tenets: advocacy, education, research, restoration, and enforcement. Inland Empire Waterkeeper's vision is to achieve a sustainable watershed free of pollution and a community of motivated water stewards to ensure swimmable, drinkable, fishable waters within the Upper Santa Ana River Watershed. Many inland waterways of the Upper Santa Ana Watershed suffer from severe pollution and development pressures, presenting health risks to people and wildlife while costing taxpayers millions in lost revenue from reduced recreational opportunities. Our community-oriented projects including water sampling, habitat restoration, community clean-ups and robust educational programs to protect the waterways throughout Riverside and San Bernardino Counties. IEWK uses a regional, collaborative approach to watershed management working with local, state and federal government agencies to ensure proactive water policy while promoting compliance with the Federal Clean Water Act and other environmental laws.

GRANT FUNDING PROJECT/PROGRAM DESCRIPTION

NOTE: Receipts/invoices will be required to be submitted to the City to demonstrate that your organization used grant funding awarded by the City to support the project/program as described here. See Compliance Report on Application for details.

 Briefly describe WHAT THE PROJECT / PROGRAM IS (use additional sheet of paper if necessary):

SEE ATTACHED SHEET - WHAT THE PROJECT / PROGRAM IS.

The City of Jurupa Valley grant funding will be used to support: (use additional sheet if necessary):

Inland Empire Waterkeeper's mission is to enhance and protect the quality of the waterways within the Upper Santa Ana River Watershed. Our community-oriented River KATS program will provided environmental education to Jurupa Valley middle and high school students for the protection of the community's local watershed.

3. Describe HOW YOUR ORGANIZATION WILL SPEND the grant funding Include equipment or services that would be purchased and why. (use additional sheet if necessary):

Purchase of updated equipment to provide - Virtual online River KATS Watershed Presentations and school bus transportation for field trips when the pandemic restrictions are lifted. IEWK will not spend the grant funding on salaries.

What the Project /Program is

River KATS: Kid Activism Together With Science.

Created in 2006, the fundamental goal of River KATS is to introduce local high school students to watershed concepts with online virtual presentations and hands-on field trips at zero cost to the participating schools.

Waterkeeper has recognized the necessity of educating our teenagers on local water quality and environmental issues in order to assure a healthy tomorrow. The purpose of the River KATS program is to, (1) give preference to middle school and high schools in the watershed, (2) bring the local watershed and pertinent water quality concepts into the classroom, and (3) take the students into the field for hands-on tours, clean-ups, restoration projects and water sampling.

Waterkeeper believes students are the target audience for such environmental education programs, as they are the upcoming voters, college students and working professionals. This is the only field trip/science program in the region that caters specifically to middle and high school students, while others focus on elementary classes.

The methods used by Waterkeeper staff for River KATS include: (1) Field Trips: We provide field trips at zero cost to schools that give the students hands-on experiences with their natural environment.

(2) In-Class Activities: Waterkeeper provides virtual online presentations that can either stand alone, or that can act as a preliminary/follow-up lessons geared toward the field trips.

(3) Follow-Up: Waterkeeper will review evaluations and results from our program efforts, and make improvements to the format and content of our programs. River KATS field trip options include wildlife centers, local wetlands, conservation gardens, and wastewater treatment plants.

4. If awarded, explain HOW the grant funding will specifically BENEFIT JURUPA VALLEY RESIDENTS (use additional sheet if necessary):

Watershed education has proven to be extremely informative to the participating students. The program bringing awareness for protecting the Santa Ana River watershed. Jurupa Valley Students observe the need to prevent pollution in the watershed. Students are inspired to be water stewards. The environmental education will also exposes Jurupa Valley students to the local watershed in their community. Water conservation is also emphasized.

5. Estimated number of people expected to benefit from this Project/Program: below.

Approximately 800 Jurupa Valley Students or up to 30 classrooms will benefit from the online virtual River KATS watershed program presentations. Field trip bus transportation for recipients will vary based on available funding, and factoring cost of school bus transportation at the time covid restrictions are lifted.

6. Estimated number of volunteers involved in this Project/Program:

SIGNATURE PAGE

The Applicant acknowledges and agrees to the following:

- The information contained on this application is true, correct and up to date to the best of our knowledge.
- Recipient is subject to all Community Service Funding Program requirements including submittal deadlines and payment disbursements.
- Every Community Service Funding application is considered individually and on its own merit.
- Awards will be given to organizations and activities that directly benefit the residents of Jurupa Valley.
- Funding is not immediately available to the recipient and requires an award letter signature upon approval. Please allow time for checks to be processed.
- The award of Community Service Funding does not constitute an automatic annual allocation.
- The recognition for Community Service Funding should accrue to the City of Jurupa Valley.
- Community Service Funding must be spent as specified on the Application and records may be requested by the City of Jurupa Valley to ensure the funds were used appropriately.
- The recipient shall provide a full accounting with documentation on the use of awarded funds.
- The recipient shall return to the City any funds not spent or documented per the signed agreement.

If awarded a Community Service Funding Grant by the City of Jurupa Valley last year,

- then compliance receipts must be submitted on or before this application's due date or this application may be rejected as incomplete.
- If the Application is granted, Applicant agrees to comply with the Community Service Grant Policy and use the funds only for the purposes approved by the City Council. All laws applicable to the City's funding of the Grant will comply with any conditions added by the City Council.
- Applicant further agrees that the Community Services Funding shall not be used for salaries; scholarships to students; payment of debts; or religious or political purposes.
- Applicant further agrees not to discriminate on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status or such other grounds as are established by law, in the expenditure of the Community Services Funds.

ORGANIZATION NAME: Inland Empire Waterkeeper

Name: Gatry Brown President Date:

Name: Secretary Date:

(If signed by other than President and Secretary, a resolution of the Applicant authorizing the person signing to approve the Application is required.)

SUBMIT ORIGINAL APPLICATION TO:

City of Jurupa Valley Terri Rollings City Managers Office 8930 Limonite Avenue Jurupa Valley, CA 92509

If you have any questions please contact Terri Rollings at (951)332-6464



CITY OF JURUPA VALLEY

APPLICATION FOR COMMUNITY SERVICES FUNDING <u>APPLICATION DEADLINE</u>: JANUARY 4, 2021

PROJECT/PROGRAM INFORMATION

Amount Requested: \$.5000.00
Project/Program Title: BACKWACK Disbussement Start Date: 6/10/2021 End Date: 6/26/2021
If Grant is Awarded, Make Check Payable to: 3Ps Christian Ministries

Mailing Address:	P. O.1	Box	9163	MIRA	LomA	0A	91752
BL 18 (TA) DE CARES PROVINC							

ORGANIZATION AND GEOGRAPHIC AREA SERVED

Name of Applicant Organization: 325 Christian Ministeres Year Organization Founded: JANUSRY 2013
Website: <u>www.3psynwistrates.org</u> Number of Paid Staff: <u>C</u> Number of Volunteers: <u>So</u>
Contact Name: KERMIT PERRY Title/Position: PAStor
Contact Person's Email Address:
Geographic Area(s) the Organization Serves:
ONTARIO JURUPAUALLEY MIRALOMA, RIVERSIDE EASTIALE CORDA
Geographic Area(s) the Project/Program Serves: (NOTE: Community
Service Funding Grant must be <u>exclusively</u> used to serve Jurupa Valley): JURUPA VAILEY

Include Physical Address of Project/Program: (if different than Organization's Mailing Address):

2802 So. Milliken Ave SuiteA ONTARIO CA. 91761

NONPROFIT STATUS

Is this organization incorporated as a nonprofit? Yes X No (If No, then ineligible to receive City Funding)	
Date of Incorporation as a Nonprofit: January 3 2013	
Federal Identification Number:	
 Print out and attach to this application verification from Federal (IRS) and State (FTB) as follows: 1. Attach IRS Deductibility Status using this link: <u>http://apps.irs.gov/app/eos/</u> 2. Attach State Entity Status letter using this link: <u>https://www.ftb.ca.gov/online/self_serve_entity_status_letter/index.asp</u> 	
3. Attach first page only of most recent IRS Form 990 or attach a print out of	
detailed information about your charity found on this State Registry's search tool:	
http://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y	

Has the organization or any members of the Board of Directors of the organization been involved with any personal business transactions valued over \$500 including any business transactions, negotiations, investments, or interests in real property with a Jurupa Valley City Council Member during the past 12 months?

No_____ Yes____ If Yes, briefly describe:

Is a Jurupa Valley City Council Member or Executive Staff Member a member of the Board of Directors or an Officer of the organization? No X Yes If Yes, provide Council Member's Name and title within the organization:

This Application has be	en author	ized by the organizat	ions:	
Executive Committee	X	Board of Directors	X	Members-at-Large

MISSION STATEMENT OF ORGANIZATION

Briefly describe the goals and objectives or mission of your organization: 3PS is a FAITH based orgignization & concerned (por others) individuals. ise are determined to help by whatever means to peed These who are " peovice clothing for those who have so to direct the homeless aces of sitelter (sometimes putting them up in hotels SUDDIVING INNeed distributing backpacks AND SCHOOL SUPPLIES AND foiletries to the dishearted AND PREVIDING ONCOURAGEment

GRANT FUNDING PROJECT/PROGRAM DESCRIPTION

NOTE: Receipts/invoices will be required to be submitted to the City to demonstrate that your organization used grant funding awarded by the City to support the project/program as described here. See Compliance Report on Application for details.

Briefly describe WHAT THE PROJECT / PROGRAM IS (use additional sheet of paper if necessary):

This back pack Disbussement program in June 2021 will propage students

LOARNING. We will fill the backpacks with school supplies & toiled FOR IN DERSON

 The City of Jurupa Valley grant funding will be used to support: (use additional sheet if necessary):

This project will be used soley to support students of JUSD

JURNAL UNIFIED SCHOOL DISTRICT

3. Describe HOW YOUR ORGANIZATION WILL SPEND the grant funding Include equipment or services that would be purchased and why. (use additional sheet if necessary):

3PS will use these EUNDS IF AWARDED to DURCHASE BACKDACKS School upplies AND toiletries students.

4. If awarded, explain HOW the grant funding will specifically BENEFIT <u>JURUPA VALLEY</u> RESIDENTS (use additional sheet if necessary):

AS A FORMER JUSD Employee, I learned of the many needs of so manday students. 3Ps will previde school supplies, toiletries and Backpacks.

- 5. Estimated number of people expected to benefit from this Project/Program: 500
- 6. Estimated number of volunteers involved in this Project/Program: 35 + 40

SIGNATURE PAGE

The Applicant acknowledges and agrees to the following:

- The information contained on this application is true, correct and up to date to
 the best of our knowledge.
- Recipient is subject to all Community Service Funding Program requirements including submittal deadlines and payment disbursements.
- Every Community Service Funding application is considered individually and on its own merit.
- Awards will be given to organizations and activities that directly benefit the residents of Jurupa Valley.
- Funding is not immediately available to the recipient and requires an award letter signature upon approval. Please allow time for checks to be processed.
- The award of Community Service Funding does not constitute an automatic annual allocation.
- The recognition for Community Service Funding should accrue to the City of Jurupa Valley.
- Community Service Funding must be spent as specified on the Application and records may be requested by the City of Jurupa Valley to ensure the funds were used appropriately.
- The recipient shall provide a full accounting with documentation on the use of awarded funds.
- The recipient shall return to the City any funds not spent or documented per the signed agreement.

If awarded a Community Service Funding Grant by the City of Jurupa Valley last year,

- then compliance receipts must be submitted on or before this application's due date or this application may be rejected as incomplete.
- If the Application is granted, Applicant agrees to comply with the Community Service Grant Policy and use the funds only for the purposes approved by the City Council. All laws applicable to the City's funding of the Grant will comply with any conditions added by the City Council.
- Applicant further agrees that the Community Services Funding shall not be used for salaries; scholarships to students; payment of debts; or religious or political purposes.
- Applicant further agrees not to discriminate on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status or such other grounds as are established by law, in the expenditure of the Community Services Funds.

CHRISTIAN MINISTRIPS PS ORGANIZATION NAME: President Date:

entry 4-9-2021 Name:

Secretary Date:

(If signed by other than President and Secretary, a resolution of the Applicant authorizing the person signing to approve the Application is required.)

SUBMIT ORIGINAL APPLICATION TO:

City of Jurupa Valley Terri Rollings City Managers Office 8930 Limonite Avenue Jurupa Valley, CA 92509

If you have any questions please contact Terri Rollings at (951)332-6464



CITY OF JURUPA VALLEY

APPLICATION FOR COMMUNITY SERVICES FUNDING <u>APPLICATION DEADLINE</u>: JANUARY 4, 2021

PROJECT/PROGRAM INFORMATION
Amount Requested: $5,000$
Project/Program Title: <u>Rehabili TATION</u> Start Date: <u>ASAP</u> End Date:
If Grant is Awarded, Make Check Payable to: VFW POST 10267, JUNUPA
Mailing Address: VFW POST 10267, P.O. BOX 33505, JURUPA VALLEY 92519
ORGANIZATION AND GEOGRAPHIC AREA SERVED
Name of Applicant Organization: VFW Year Organization Founded: <u>LocALLY Ph JUNE 30, 1989</u> NATIONALLY (899) Website: <u>TAEEBOCK PAGE</u> Number of Paid Staff: <u>Number of</u> Volunteers: <u>25</u>
Contact Name: DAVID H. BARNES Title/Position: QUARTER MOSTER
Contact Person's Email Address:
Geographic Area(s) the Organization Serves: The City of JUNDA Valley
Geographic Area(s) the Project/Program Serves: (NOTE: Community
Service Funding Grant must be <u>exclusively</u> used to serve Jurupa Valley):
the City of Duppa Valley

VFW 10267 JUNUPA

Include Physical Address of Project/Program: (if different than Organization's Mailing Address):

8607 MUSSION BOULEVARD JURN 509

NONPROFIT STATUS	
Is this organization incorporated as a nonprofit? Yes <u>No</u> (If No, then ineligible to receive City Funding)	
Date of Incorporation as a Nonprofit: <u>JUME 30, 1989</u>	
Federal Identification Number:	
 Print out and attach to this application verification from Federal (IRS) and State (FTB) as follows: 1. Attach IRS Deductibility Status using this link: <u>http://apps.irs.gov/app/eos/</u> 2. Attach State Entity Status letter using this link: <u>https://www.ftb.ca.gov/online/self_serve_entity_status_letter/index.asp</u> 3. Attach first page only of most recent IRS Form 990 <u>or</u> attach a print out of detailed information about your charity found on this State Registry's search tool: <u>http://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y</u> Has the organization or any members of the Board of Directors of the organization been 	2* *
involved with any personal business transactions valued over \$500 including any business transactions, negotiations, investments, or interests in real property with a Jurupa Valley City Council Member during the past 12 months?	
Is a Jurupa Valley City Council Member or Executive Staff Member a member of the Board of Directors or an Officer of the organization? NoYes If Yes, provide Council Member's Name and title within the organization:	\$°.

This Application has been authorized by the organizations: Executive Committee _____ Board of Directors _____ Members-at-Large

MISSION STATEMENT OF ORGANIZATION

Briefly describe the goals and objectives or mission of your organization:

AMONQ AND STRENGT hen compadesh 10 DROSPIRAL the NO ens are past or present members of men US the Nited The States 1622 Huerecu med Q nenery and stern O The dea Man CIDNEMS ; ter and Mai aoutivines IND **GRANT FUNDING PROJECT/PROGRAM DESCRIPTION** NOTE: Receipts/invoices will be required to be submitted to the City to demonstrate that your organization used grant funding awarded by the City to support the project/program as described here. See Compliance Report on Application for details.

- 1. Briefly describe WHAT THE PROJECT / PROGRAM IS (use additional sheet of paper if necessary): Decourse of the COVID-19 PANdemic, VFW MUST Accomodate The COMMUNITY OUTSIDE. VFW has a goragers patrio; but it NEODS WORK (SEC ATTACHMENT)
- The City of Jurupa Valley grant funding will be used to support: (use 2. STAN additional sheet if necessary): Dhysical attributes 10 e CHA DUX DADD Ŷ Se NCOanda 285)(C) (e M Mun new
- 3. Describe HOW YOUR ORGANIZATION WILL SPEND the grant funding Include equipment or services that would be purchased and why. (use additional sheet if necessary): OUTDOOR FURMITURE, PLANTS, Trees, a fourtain, chans, Umbrellas for tables, Eccupity

- 4. If awarded, explain HOW the grant funding will specifically BENEFIT JURUPA VALLEY RESIDENTS (use additional sheet if necessary): VFN HOGTS NUMEROUS COMMUNITY EVENTS AT NO CHONSE; Colorbuctions of Life; Government INFORMATIONAL EVENTS: 10: VA NEUS, JESD NEWS
- 5. Estimated number of people expected to benefit from this Project/Program:_ Several hundred

25

6. Estimated number of volunteers involved in this Project/Program:

SIGNATURE PAGE

The Applicant acknowledges and agrees to the following:

The information contained on this application is true, correct and up to date to

- the best of our knowledge.
- Recipient is subject to all Community Service Funding Program requirements including submittal deadlines and payment disbursements.
- Every Community Service Funding application is considered individually and on its own merit.
- Awards will be given to organizations and activities that directly benefit the residents of Jurupa Valley.
- Funding is not immediately available to the recipient and requires an award letter signature upon approval. Please allow time for checks to be processed.
- The award of Community Service Funding does not constitute an automatic annual allocation.
- The recognition for Community Service Funding should accrue to the City of Jurupa Valley.
- Community Service Funding must be spent as specified on the Application and records may be requested by the City of Jurupa Valley to ensure the funds were used appropriately.
- The recipient shall provide a full accounting with documentation on the use of awarded funds.
- The recipient shall return to the City any funds not spent or documented per the signed agreement.

If awarded a Community Service Funding Grant by the City of Jurupa Valley last year,

- then compliance receipts must be submitted on or before this application's due date or this application may be rejected as incomplete.
- If the Application is granted, Applicant agrees to comply with the Community Service Grant Policy and use the funds only for the purposes approved by the City Council. All laws applicable to the City's funding of the Grant will comply with any conditions added by the City Council.
- Applicant further agrees that the Community Services Funding shall not be used for salaries; scholarships to students; payment of debts; or religious or political purposes.
- Applicant further agrees not to discriminate on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status or such other grounds as are established by law, in the expenditure of the Community Services Funds.

ORGANIZATION NAME: MEADER

Name: President Date:

Name:

Name: Secretary Date:

(If signed by other than President and Secretary, a resolution of the Applicant authorizing the person signing to approve the Application is required.)

SUBMIT ORIGINAL APPLICATION TO:

City of Jurupa Valley Terri Rollings City Managers Office 8930 Limonite Avenue Jurupa Valley, CA 92509

If you have any questions please contact Terri Rollings at (951)332-6464

Veterans of Foreign Wars Post 10267 Jurupa

8607 Mission Boulevard, Jurupa Valley, California, 92509 Mailing Address: **P.O. Box 33505, Jurupa Valley, CA 92519**

VFW Post 10267 Information

GF FORTO

• OUR MISSION: To foster camaraderie among United States veterans of overseas conflicts. To serve our veterans, the military and our communities. To advocate on behalf of all veterans.

• **OUR VISION:** Ensure that veterans are respected for their service, always receive their earned entitlements, and are recognized for the sacrifices they and their loved ones have made on behalf of this great country.

• VFW Post 10267 is home to 220 veterans of foreign wars, and now includes numerous veterans who have returned from Iraq, Afghanistan and other hot spots in the world where the war on terror continues. Many of these young veterans work as Deputies at our Sheriff's Substations. Additionally, our Auxiliary is now at more than 100 members and includes wives, daughters, sons and brothers of veterans who have served in combat. VFW Post 10267's service area now includes Riverside, Norco and Eastvale.

• Post 10267 is home of the Vietnam Veterans of America, Chapter 47 representing all of the Inland Empire. VVA 47 ran out of options five years ago, unable to meet because of a lack of facilities, high rental costs and inadequate facilities. VFW Post 10267 welcome VVA 47 offering a 1,000 square foot meeting place with tables, chairs, audio, refreshments, television, storage, and more. Fifty to 100 VVA members meet at our home every month -- without fear of costs, inadequate facilities, or threats to go elsewhere.

• From a previous grant, VFW Post 10267 members bought furniture suitable for meetings, dinners, banquets, celebrations of life, anniversaries, school functions, Boy Scouts, Girls Scouts, car clubs and numerous other non profit Western County organizations. We have been home to the American Cancer Society's Jurupa Valley Relay for Life; the annual Jurupa Lions Club Holiday Dinner; Jurupa Rotary Club holiday dinner and Golf Tournament. All of the events are provided the community at absolutely no charge giving each the ability to raise funds for their own specific community cause.

• Jurupa VFW Post 10267 annually donates to the Jurupa Air Force Junior ROTC; raised \$3,000 for the Christmas Wreaths project at Riverside National Cemetery, \$3,000 for the the cemetery's beautification and provides volunteers (members) to place wreaths, and additionally to place and remove American Flags at Memorial Day and Veterans Day.

• Jurupa VFW supports the Golden Wheelchair Games; Buddy Poppies; phone cards for veterans overseas and collects clothing and food for the needy.

• Jurupa VFW Post 10267 is home to the Sheriff's Jurupa Valley Substation annual Christmas celebration - at no charge. More than 100 RSO personnel serving the Western County meet for an annual dinner and celebration. We are fortunate to have the facilities, furniture and kitchen to accommodate Deputies and their families. There is no charge to the Deputies and their families.

• More and more, Jurupa VFW Post 10267 is asked to help families who have suffered the loss of a loved one. Of course our facilities are open to all families who have lost a loved one. All of our members and citizens are offered the facilities at no charge, and in some cases we request a donation if the family is able to accommodate. Donations are used for cleaning supplies, replacement of broken furniture, and to buy new equipment for the kitchen and meeting rooms.

VFW Post 10267 Jurupa, 8607 Mission Boulevard, Jurupa Valley, CA 92509. Telephone 951-681-0267 Open Tuesday through Saturday beginning at 2 p.m. (Hours altered because of COVID 19, please call first) VFW General Membership Meeting: Second Wednesday at 6 p.m. • Auxiliary 6 p.m.

VFW Post 10267 Jurupa's Federal Identification Number is 33-0381370

Veterans of Foreign Wars Post 10267 Jurupa

8607 Mission Boulevard, Jurupa Valley, California, 92509

City of Jurupa Valley Terri Rollings City Manager's Office 8930 Limonite Avenue, Jurupa Valley, California, 92509



Dear City of Jurupa Valley:

Veterans of Foreign Wars, Post 10267, Jurupa, graciously applies for a grant through your wonderful new assistance program. Our local VFW, Jurupa, was founded in June of 1989 while VFW as a national organization was founded by the Congress of the United States of America in 1899.

VFW has a beautiful facility in your city, serving veterans and their families and the community. COVID 19, the horrific world-wide pandemic, has prompted new thinking by our VFW leaders. We have been forced to serve our community outside, in the open air, with social distancing, masks, temperature taking, and constant sanitizing. All of which we have been able to do, and plan to continue doing.

To move forward we need outdoor furniture for our 5,000 square foot covered, fenced patio. We need shrubs, plants, and potted fruit trees. We have a beautiful memorial wall with bricks honoring the living and the dead in our hometown, and now envision a water fountain near it. Our outdoor facility will, and does, safely accommodate numerous events and festivities, in example:

- The monthly general meetings of VFW Post 10267, Jurupa, and of VFW Auxiliary, Post 10267.
- Celebrations of Life for our members and City of Jurupa Valley families who have lost a loved one.
- Friday evening community dinners, open to all residents of the City of Jurupa Valley.

• Weddings, anniversaries and birthdays for members and City of Jurupa Valley residents, most of which is provided at no cost or at very low costs. (Most families can't afford the exorbitant \$5,000+ fees at local venues for an event to honor family, or loved ones who have been lost).

• Community meetings: in example, VFW hosts Congressman Mark Takano's annual report to veterans and their families. As chairman of the House of Representatives Veterans Committee, Mr. Takano and his staff provide very important information to our veterans and their families.

• Community events for churches, youth groups, non profit fund raising. Most recently, VFW will host a banquet for a church raising funds for its youth and congregation. VFW hosts the Sheriff's Annual Christmas party and prior to the pandemic was making plans to host a fund raiser dinner and banquet for the RSO's COP.

• VFW fields requests from citizens and non profits weekly, and responds to the need as quickly as possible, while contemplating its abilities which are all managed by volunteers. There is no paid staff or employees at VFW, just veterans and volunteers who served their country and who now serve their community.

10 18 2020 TO les MOG DAVID H. BARNES, Ouastermaster (Treasurer)

for Veterans of Foreign Wars, Post 10267, Jurupa

VFW Post 10267 Jurupa, 8607 Mission Boulevard, Jurupa Valley, CA 92509. Telephone 951-681-0267 Open Tuesday through Saturday beginning at 2 p.m. (Hours altered because of COVID 19, please call first) VFW General Membership Meeting: Second Wednesday at 6 p.m. • Auxiliary 6:30 p.m.

VFW Post 10267 Jurupa's Federal Identification Number is 33-0381370

Veterans of Foreign Wars Post 10267 Jurupa

8607 Mission Boulevard, Jurupa Valley, California, 92509

How We Help

Just a few weeks ago, VFW Post 10267 Jurupa got a call from members of the Jurupa Valley Rotary Club, and Jurupa Valley Art Council.

One of their beloved members, Michael Murphy of Rubidoux, died of COVID. The Rotarians and Art Council members needed a place to hold a celebration of life, where Mr. Murphy would be remembered.

VFW members jumped forward and offered the beautiful outdoor patio, furniture, tables, chairs and all of its facilities. VFW members hosted the celebration of life at no cost to family or friends. In the end, VFW also picked up all of the costs for food and drink for guests. VFW's thinking was Mr. Murphy deserved it. The Jurupa Valley Rotarians deserved it, and the members of the art council deserved it.

Jurupa Valley is fortunate to have such a great facility and such great veteran volunteers.

Sixty-five year Glen Avon residents Houston and Marian of Stanton Street, wanted to honor Houston's mother on her 100th birthday, but found costs at the country clubs, golf course banquet halls and other local venues very, very high. VFW offered the patio at no charge and the 100th birthday of a life-long Glen Avon resident was held, and a grand time was had by all.

A Jurupa Valley family came to VFW just a couple of months ago to inform us their son, husband and father suffered a tragic death. The wife and the since departed husband were both veterans of the War on Terror and had served multiple tours in Afghanistan and Iraq. VFW provided the facilities and love to the family which has since become family of the VFW.

These stories are 10 fold at the VFW, where serving the community is very common. VFW enjoyed seeing dozens turn out last month at 5:30 a.m. to raise our American Flag in honor of those lost on September 11, 2001.

When we are able to even further improve our very safe, outdoor facility for the veterans, their families and the community, the City of Jurupa Valley will become an even more friendly, welcoming safe place for us all.

VFW Post 10267 Jurupa, 8607 Mission Boulevard, Jurupa Valley, CA 92509. Telephone 951-681-0267 Open Tuesday through Saturday beginning at 2 p.m. (Hours altered because of COVID 19, please call first) VFW General Membership Meeting: Second Wednesday at 6 p.m. • Auxiliary 6:30 p.m. VFW Post 10267 Jurupa's Federal Identification Number is **33-0381370**





CITY OF JURUPA VALLEY

APPLICATION FOR COMMUNITY SERVICES FUNDING APPLICATION DEADLINE: JANUARY 4, 2021

PROJECT/PROGRAM INFORMATION

Amount Requested: \$ 5,000.00

If Grant is Awarded, Make Check Payable to: Jurupa Mountains Discovery Center

Mailing

Address: 7621 Granite Hill Drive, Jurupa Valley, CA 92509

ORGANIZATION AND GEOGRAPHIC AREA SERVED

Name of Applicant Organization: <u>Jurupa Mountains Discovery Center</u> Year Organization

Website: jmdc.org Number of Paid Staff: <u>12</u> Number of Paid Staff: <u>12</u> Number of

Contact Name: Wes Andree

____ Title/Position: Executive Director

Contact Person's Email Address: ______ Telephone: _____

Geographic Area(s) the Organization Serves:

Riverside County, San Bernardino County, Orange County, Los Angeles County, and beyond

Geographic Area(s) the Project/Program Serves: (NOTE: Community Service Funding Grant must be <u>exclusively</u> used to serve Jurupa Valley): Jurupa Vallev

Include Physical Address of Project/Program: (if different than Organization's Mailing Address):

N/A

NONPROFIT STATUS

Is this organization incorporated as a nonprofit? Yes X No (If No, then ineligible to receive City Funding)

Date of Incorporation as a Nonprofit: November 1964

* 3 * 3 ;

Federal Identification Number: _____ State Identification Number: _____

Print out and attach to this application verification from Federal (IRS) and State (FTB) as follows:

- 1. Attach IRS Deductibility Status using this link: <u>http://apps.irs.gov/app/eos/</u>
- 2. Attach State Entity Status letter using this link: <u>https://www.ftb.ca.gov/online/self_serve_entity_status_letter/index.asp</u>
- Attach first page only of most recent IRS Form 990 or attach a print out of detailed information about your charity found on this State Registry's search tool: <u>http://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y</u>

Has the organization or any members of the Board of Directors of the organization been involved with any personal business transactions valued over \$500 including any business transactions, negotiations, investments, or interests in real property with a Jurupa Valley City Council Member during the past 12 months?

No^X Yes If Yes, briefly describe:

Is a Jurupa Valley City Council Member or Executive Staff Member a member of the Board of Directors or an Officer of the organization?

NoX	Yes	If Yes, provide	Council	Member's Name	and title within the
organiza	ation:		2	* 2	

This Application has been authorized by the organizations: Executive Committee X Board of Directors X Members-at-Large

MISSION STATEMENT OF ORGANIZATION

Briefly describe the goals and objectives or mission of your organization:

Jurupa Mountains Discovery Center is a non-profit corporation dedicated to promoting awareness of, and respect for, our planet and its inhabitants through its many educational programs. JMDC's strength comes from the individual's desire to learn. Each mind is unique. Our goal is to challenge the community's mind to help it reach its full potential. To acheive this goal, JMDC will suuplement schools and families by providing: classes, programs, learning expeditions, field trips, and exhibits that will stimulate the imaginations of both youth and adults, as well as inspire their enthusiasm to learn. The main emphasis of JMDC is education of youth in the fields of life science, earth science, and cultural science.

GRANT FUNDING PROJECT/PROGRAM DESCRIPTION

NOTE: Receipts/invoices will be required to be submitted to the City to demonstrate that your organization used grant funding awarded by the City to support the project/program as described here. See Compliance Report on Application for details.

1. Briefly describe WHAT THE PROJECT / PROGRAM IS (use additional sheet of paper if necessary):

See Attached Page

2. The City of Jurupa Valley grant funding will be used to support: (use additional sheet if necessary):

See Attached

3. Describe HOW YOUR ORGANIZATION WILL SPEND the grant funding Include equipment or services that would be purchased and why. (use additional sheet if necessary):

See Attached

4. If awarded, explain HOW the grant funding will specifically BENEFIT JURUPA VALLEY RESIDENTS (use additional sheet if necessary):

See Attached

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5. Estimated number of people expected to benefit from this Project/Program: 20,000 per year

6. Estimated number of volunteers involved in this Project/Program: <u>10</u>

SIGNATURE PAGE

The Applicant acknowledges and agrees to the following:

The information contained on this application is true, correct and up to date to
the best of our knowledge.

- Recipient is subject to all Community Service Funding Program requirements including submittal deadlines and payment disbursements.
- Every Community Service Funding application is considered individually and on its own merit.
- Awards will be given to organizations and activities that directly benefit the residents of Jurupa Valley.
- Funding is not immediately available to the recipient and requires an award letter signature upon approval. Please allow time for checks to be processed.
- The award of Community Service Funding does not constitute an automatic annual allocation.
- The recognition for Community Service Funding should accrue to the City of Jurupa Valley.
- Community Service Funding must be spent as specified on the Application and records may be requested by the City of Jurupa Valley to ensure the funds were used appropriately.
- The recipient shall provide a full accounting with documentation on the use of awarded funds.
- The recipient shall return to the City any funds not spent or documented per the signed agreement.

If awarded a Community Service Funding Grant by the City of Jurupa Valley last year,

then compliance receipts must be submitted on or before this application's due date or this application may be rejected as incomplete.

- If the Application is granted, Applicant agrees to comply with the Community Service Grant Policy and use the funds only for the purposes approved by the City Council. All laws applicable to the City's funding of the Grant will comply with any conditions added by the City Council.
- Applicant further agrees that the Community Services Funding shall not be used for salaries; scholarships to students; payment of debts; or religious or political purposes.
- . Applicant further agrees not to discriminate on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status or such other grounds as are established by law, in the expenditure of the Community Services Funds.

ORGANIZATION NAME Junupa MountainsDiscovery Centers (Dh)Anychnee - WestAndree on behalt of Steventains Name: President Executive Dinecton Boand President Date: 11/24/2020

On behalf of Carl Zitig JMDC Board Secretary Name: Virginia M Ddom Secretary Education Coordinator Date: Weducation Date: 11/24/2020

(If signed by other than President and Secretary, a resolution of the Applicant authorizing the person signing to approve the Application is required.)

SUBMIT ORIGINAL APPLICATION TO:

City of Jurupa Valley Terri Rollings City Managers Office 8930 Limonite Avenue Jurupa Valley, CA 92509

If you have any questions please contact Terri Rollings at (951)332-6464

1. Briefly Describe what the Project/Program is:

1.11

Over the past few years, Jurupa Mountains Discovery Center (JMDC) has been expanding its educational programming to include life science. As school curriculum moves away from earth science, the JMDC life science program offers expanded educational prospects for a more diverse age range, meaning more students have an opportunity to experience hands-on education at JMDC.

The JMDC life science programs introduce students from local schools and beyond, as well as families within the Jurupa Valley community, to a variety of snakes, lizards, turtles, frogs, tortoises, and insects; and native plants; all while reinforcing California science standards taught in the classrooms. Students and adults who participate in JMDC life science programs observe the animals close up while discovering facts about the animals' habitats, eating habits, interactions within their natural environments and with other animals within their ecosystems. In addition, JMDC teaches respect for nature including the animals sharing this planet with us. After meeting the inhabitants of our critter corner, children and adults alike realize these animals are not to be feared, but rather respected and appreciated. Like mammals, reptiles eat, communicate and work to survive within their environment. JMDC also stresses the importance of proper pet care.

Programs focusing on native plants take participants into our gardens where they discover how plants grow, reproduce and contribute within their ecosystem.

JMDC life science programs bring to life facts about reptiles and plants that children and adults might otherwise only read about in books.

The heart of the JMDC life science program is our Critter Corner. Our Critter Corner family consists of a collection of reptiles, amphibians and insects. The majority of our critters have been donated by people within the community who either: 1) owned the animal and could no longer care for it; or, 2) found the animal wandering in the neighborhood, and brought it to us.

When we receive a donation of a critter, JMDC obtains a wellness check from a qualified veterinarian and feeds, cares for and socializes the animal to be used in educational programs for schools and the community.

2. The City of Jurupa Valley Grant Funding will be used to support:

The City of Jurupa Valley grant funding will be used to support the Jurupa Mountains Discovery Center life science programs, specifically those focusing on our Critter Corner. Over the past few years JMDC has received many donations of snakes, lizards and turtles/tortoises. As our critter family grows, we have found ourselves outgrowing our current home located within the JMDC gift shop. Our current objective is to move our Critter Corner from the gift shop to an existing stand-alone building which is climate controlled, a much healthier environment for reptiles. Monies from this grant will be used to support this move. We also find ourselves in need of updated enclosures for many of our donated critters. More space and improved enclosures will enable JMDC to expand the learning opportunities offered to Jurupa Valley's children and families.

3. Describe how your organization will spend the grant funding:

Grant funding will be used to support and enhance JMDC's life science programs. This includes moving our reptiles from their current location in our gift shop to an existing stand-alone climate controlled critter museum. We will also be updating and improving enclosures for our donated critters. With improved enclosures, regulated temperatures, and increased space, JMDC will have the means to expand our life science educational programs so we will reach a larger number of students and families. Many visitors to JMDC are here because they want to see and learn about our Critter Corner inhabitants. The additional space within a climate controlled building will enhance the learning experience for JMDC Critter Corner visitors.

4. If awarded, explain how the grant funding will benefit specifically Jurupa Valley residents:

Jurupa Mountains Discovery Center is located in the heart of Jurupa Valley and is easily accessed from the 60 freeway. Our mascot, Eddie the Colombian Mammoth is widely recognized as the sentinel on our hillside by which many local children have told us on school field trips that they "know they're close to home" when they see him.

JMDC has been an integral part of this community since 1964 when founder Ruth Kirkby started a program for local school children teaching them the ways they could discover nature in their own backyard. Through the years, JMDC has continued to provide a natural setting where members of this community, young and old, continue to "discover nature in their own backyard." JMDC offers members of the Jurupa Valley community an opportunity to explore nature without going out of their city limit or spending great amounts of money. For a modest parking fee, visitors to JMDC have access to nine acres of developed gardens with trails to explore and dinosaur sculptures to discover. A portion of the grounds are reserved for activities reasonably priced for families.

The Granite Hill Nursery is a part of our property and extremely popular with both individuals and landscapers who are looking for unique and exotic-looking cactus and succulents.

Our Critter Corner programs are available to the community at no charge. Funding from this grant will contribute to the support of these programs.

Our life science programs are an expansion of the science curriculum JMDC has been providing to this community for fifty-six years. Our unique hands-on educational programming, including our life science activities, bring members of our community together in an environment where "making discoveries in your own backyard" has become a way of life.

Compliance Verification

Each organization receiving a Community Services Grant shall submit full accounting and documentation to substantiate that Community Services Grant funds were spent appropriately. The documentation shall include invoices/receipts, a narrative that explains each expenditure including how it specifically benefited Jurupa Valley residents, a schedule of the Project/Program's revenues/expenditures, and such other information as the City Manager deems necessary to evaluate the organization's compliance with the requirements of the Community Services Grant. The organization shall file an Expenditure Report in substantially the form of Exhibit B, attached hereto. City Manager is authorized to modify the Expenditure Report in order to efficiently support the requirements of this Policy.

If funds are not spent in accordance with the approved purpose, the organization will be required to refund the amount of funds. Failure to provide proper documentation may jeopardize any future funding. The City of Jurupa Valley reserves the right to conduct an audit and/or require additional back-up information to substantiate how funds received from the City were spent.

More Information

If you have any questions please contact Terri Rollings (951) 332-6464.

EXHIBIT A

APPLICATION/AGREEMENT

CITY OF JURUPA VALLEY

APPLICATION/AGREEMENT FOR COMMUNITY SERVICES FUNDING

PROJECT/PROGRAM INFORMATION

Amount Requested: \$ 5,000

Project/Program Title: Program Capacity-Building Start Date: 4/20/21 End Date: n/a If Grant is Awarded, Make Check Payable to: Queen of Hearts Therapeutic Riding Center, Inc.

Rec'cl 1/29/2021



CITY OF JURUPA VALLEY

APPLICATION FOR COMMUNITY SERVICES FUNDING APPLICATION DEADLINE: JANUARY 4, 2021

	PROJECT/PRO	GRAM INFOI	RMATION		
Amount Requested:	\$ 5000				
Project/Program Titl	le: Backpacks and	More	Start Date:	Feb 15	End Date: June 15
If Grant is Awarded,	Make Check Pa	yable to <mark>: _^{Juru}</mark>	pa District Li	ons Club	
<i>u.</i>					
Mailing Address: PO Box 31	11 Jurupa Valley	Ca 92509		÷	
ORGAN	NIZATION AND	GEOGRAPHI	C AREA SE	RVED	
Name of Applicant C Founded: 1948	Drganization: Pa	tty Trueba	Yea	r Organiza	tion
Website: Jurupalions Volunteers: 68	s.org	Number of F	Paid Staff: _) Numbe	er of
Contact Name: Pat				- m2.	
Contact Person's Er					A.
Geographic Area(s) Jurupa Valley	the Organization	Serves:			
Geographic Area(s) Service Funding Gra Jurupa Valley				-	

Include Physical Address of Project/Program: (if different than Organization's Mailing Address):

5981 Limonite Ave. Jurupa Valley 92509

NONPROFIT STATUS

Is this organization incorporated as a nonprofit? Yes X No (If No, then ineligible to receive City Funding)

Date of Incorporation as a Nonprofit: 1948

Federal Identification Number: _____ State Identification Number. _____

Print out and attach to this application verification from Federal (IRS) and State (FTB) as follows:

- 1. Attach IRS Deductibility Status using this link: <u>http://apps.irs.gov/app/eos/</u>
- 2. Attach State Entity Status letter using this link: <u>https://www.ftb.ca.gov/online/self_serve_entity_status_letter/index.asp</u>
- Attach first page only of most recent IRS Form 990 or attach a print out of detailed information about your charity found on this State Registry's search tool: <u>http://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y</u>

Has the organization or any members of the Board of Directors of the organization been involved with any personal business transactions valued over \$500 including any business transactions, negotiations, investments, or interests in real property with a Jurupa Valley City Council Member during the past 12 months?

No^X Yes If Yes, briefly describe:

Is a Jurupa Valley City Council Member or Executive Staff Member a member of the Board of Directors or an Officer of the organization?

 No_{x} Yes_____ If Yes, provide Council Member's Name and title within the organization:

This Application has been authorized by the organizations: Executive Committee _____ Board of Directors X_____ Members-at-Large

MISSION STATEMENT OF ORGANIZATION

Briefly describe the goals and objectives or mission of your organization:

The Jurupa District Lions is part of Lions Clubs International, the largest service organization in the world. We have been serving the community of Jurupa Valley since 1948 in the areas of vision, hunger, diabetes, environment and youth.

We open the clubhouse for our local girl scouts, boy scouts and AYSO soccer. * We support our youth by sponsoring a Leos at Mission Middle and Jurupa Valley High Schools. These students learn about volunteering and help at many of our service projects. We hold vision clinics for adults and children and do vision screenings for preschoolers at our local headstart classes through our Kidsight Program.

We have a weekly food pantry at the clubhouse serving many families in Jurupa Valley. We provide scholarships to high school seniors at all 3 high schools. We hold a student speaker contest for high school students where they can win scholarship money for college. We hold a Lunch with Santa and give away toys. This year we held a drive up toy giveaway. We have sandbag and compost giveaways. We have provide pancake breakfast at Snow Day and the Jurupa Valley Parade. We partner with the Rotary to hold the annual Food Fest.

Type text here

GRANT FUNDING PROJECT/PROGRAM DESCRIPTION

NOTE: Receipts/invoices will be required to be submitted to the City to demonstrate that your organization used grant funding awarded by the City to support the project/program as described here. See Compliance Report on Application for details.

Briefly describe WHAT THE PROJECT / PROGRAM IS (use additional sheet of paper if necessary):

We usually obtain backpacks and fill them with necessities such as toiletries, socks, gloves etc for the homel-We also give backpacks and school supplies to the students at Jurupa Unified schools. We also support the Seniors Citizens at Country Village by providing meals. We would like funds to continue these projects.

2. The City of Jurupa Valley grant funding will be used to support: (use additional sheet if necessary):

During this past year we have been unable to do our usual fundraising projects. We have also not been able to rent our clubhouse out to cover our operating costs. We still want to serve as there is a need in Jurupa Valley for food, clothing and other essentials for many citizens. We will have to do a grab and go backpack giveaway and a takeaway meal at country village for the senior residents.

3. Describe HOW YOUR ORGANIZATION WILL SPEND the grant funding Include equipment or services that would be purchased and why. (use additional sheet if necessary):

We will purchase 400 backpacks, socks, hats, gloves, school supplies, toiletries, toothbrushes, shampoo etc. We will also purchase food items needed to make a meal, takeout trays etc to provide a meal at for senior citizens at Country Village.

4. If awarded, explain HOW the grant funding will specifically BENEFIT <u>JURUPA VALLEY</u> RESIDENTS (use additional sheet if necessary):

We have found with our weekly food pantry and food and toy giveaways how big a need there is in our city. The Lions motto is "WE SERVE". We have the volunteers to serve as needed. We feel these projects will help many residents.

5. Estimated number of people expected to benefit from this Project/Program: 500

6. Estimated number of volunteers involved in this Project/Program: 25

SIGNATURE PAGE

The Applicant acknowledges and agrees to the following:

- The information contained on this application is true, correct and up to date to
 the best of our knowledge.
- Recipient is subject to all Community Service Funding Program requirements including submittal deadlines and payment disbursements.
- Every Community Service Funding application is considered individually and on its own merit.
- Awards will be given to organizations and activities that directly benefit the residents of Jurupa Valley.
- Funding is not immediately available to the recipient and requires an award letter signature upon approval. Please allow time for checks to be processed.
- The award of Community Service Funding does not constitute an automatic annual allocation.
- The recognition for Community Service Funding should accrue to the City of Jurupa Valley.
- Community Service Funding must be spent as specified on the Application and records may be requested by the City of Jurupa Valley to ensure the funds were used appropriately.
- The recipient shall provide a full accounting with documentation on the use of awarded funds.
- The recipient shall return to the City any funds not spent or documented per the signed agreement.

If awarded a Community Service Funding Grant by the City of Jurupa Valley last year,

- then compliance receipts must be submitted on or before this application's due date or this application may be rejected as incomplete.
- If the Application is granted, Applicant agrees to comply with the Community Service Grant Policy and use the funds only for the purposes approved by the City Council. All laws applicable to the City's funding of the Grant will comply with any conditions added by the City Council.
- Applicant further agrees that the Community Services Funding shall not be used for salaries; scholarships to students; payment of debts; or religious or political purposes.
- Applicant further agrees not to discriminate on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status or such other grounds as are established by law, in the expenditure of the Community Services Funds.

ORGANIZATION NAME:

Karen Martinez

Name: President Date: 1/28/21

Patty Trueba

Name: Secretary Date: 1/28/21

(If signed by other than President and Secretary, a resolution of the Applicant authorizing the person signing to approve the Application is required.)

SUBMIT ORIGINAL APPLICATION TO:

City of Jurupa Valley Terri Rollings City Managers Office 8930 Limonite Avenue Jurupa Valley, CA 92509

If you have any questions please contact Terri Rollings at (951)332-6464

Compliance Verification

Each organization receiving a Community Services Grant shall submit full accounting and documentation to substantiate that Community Services Grant funds were spent appropriately. The documentation shall include invoices/receipts, a narrative that explains each expenditure including how it specifically benefited Jurupa Valley residents, a schedule of the Project/Program's revenues/expenditures, and such other information as the City Manager deems necessary to evaluate the organization's compliance with the requirements of the Community Services Grant. The organization shall file an Expenditure Report in substantially the form of Exhibit B, attached hereto. City Manager is authorized to modify the Expenditure Report in order to efficiently support the requirements of this Policy.

If funds are not spent in accordance with the approved purpose, the organization will be required to refund the amount of funds. Failure to provide proper documentation may jeopardize any future funding. The City of Jurupa Valley reserves the right to conduct an audit and/or require additional back-up information to substantiate how funds received from the City were spent.

More Information

If you have any questions please contact Terri Rollings (951) 332-6464.

EXHIBIT A

APPLICATION/AGREEMENT

CITY OF JURUPA VALLEY

APPLICATION/AGREEMENT FOR COMMUNITY SERVICES FUNDING

PROJECT/PROGRAM INFORMATION

Amount Requested: \$ 5,000

Project/Program Title: Program Capacity-Building Start Date: 4/20/21 End Date: n/a If Grant is Awarded, Make Check Payable to: Queen of Hearts Therapeutic Riding Center, Inc. Mailing Address: 6407 Dana Ave., Jurupa Valley, 91752

ORGANIZATION AND GEOGRAPHIC AREA SERVED

Name of Applicant Organization: Queen of Hearts Therapeutic Riding Veen, Organization Founded: 2000

Website: queenofheartsranch.org Number of Paid Staff: 4 Number of Volunteers: 22

Contact

Name: Robin Kilcoyne Title/Position:

Contact Person's Email Address: ______ (951) 734-6300

Telephone:

Geographic Area(s) the Organization Serves:

Western Riverside and San Bernardino counties; some clients come from Orange and Los Angeles counties

Geographic Area(s) the Project/Program Serves: (NOTE: Community Service Funding Grant must be <u>exclusively</u> used to serve Jurupa Valley.):

primarily residents of Western Riverside and San Bernardino counties; some from Orange and Los Angeles counties

Include Physical Address of Project/Program: (if different than Organization's Mailing Address):

same

NONPROFIT STATUS

Is this organization incorporated as a nonprofit? Yes <u>x</u> No (If No, then ineligible to receive City Funding)

Date of Incorporation as a Nonprofit: 2001

Federal Identification Number: State Identification Number:

Print out and attach to this application Verification from Federal (IRS) and State (FTB) as follows:

- 1. Attach IRS Deductibility Status using this link: <u>http://apps.irs.gov/app/eos/</u>
- Attach State Entity Status Letter using this link: <u>https://www.ftb.ca.gov/online/self_serve_entity_status_letter/index.asp</u>
- 3. Attach first page only of most recent IRS Form 990 or attach print out of detailed information

about your charity found on this State Registry's Search Tool: <u>http://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y</u>

Has the organization or any members of the Board of Directors of the organization been involved with any personal business transactions valued over \$500 including any business transactions, negotiations, investments, or interests in real property with a Jurupa Valley City Council Member during the past 12 months?

No__X__Yes____ If Yes, briefly describe:

Is a Jurupa Valley City Council Member or Executive Staff Member a member of the Board of Directors or an Officer of the organization?

No__x_Yes____ If Yes, provide Council Member's Name and title within the organization:

This Application has been authorized by the organization's:

Executive Committee ____ Board of Directors ____ Members-at-Large

Queen of Hearts Therapeutic Riding Center, Inc. MISSION STATEMENT OF ORGANIZATION

Briefly describe the goals and objectives, or mission, of your organization.

Our mission is to improve the bodies, minds, spirits and quality of life of persons with physical and/or developmental disabilities and/or mental illnesses through equine-assisted activities and therapies. Our vision is to be an inspiration and educational resource to the equine-therapy profession and advocate for the *very special healing and humane relationship* between horses and humans. We also envision that no client will be turned away due to lack of funds.

GRANT FUNDING PROJECT/PROGRAM DESCRIPTION

1. Briefly describe WHAT THE PROJECT/PROGRAM IS:

We are requesting \$5,000 of the community services grant funding. Our program goal for this grant is capacity-building to improve our program efficiency in these areas:

- safety training for our staff/lesson volunteers (horse handlers and side-walkers who assist participants with balance during lessons), and preparing horses for lessons;
- case management by the riding instructor, starting with each client's intake (or with parents or guardian if the client is a minor) by meeting to discuss abilities, goals and interface with other therapies; charting before and after each lesson, progress reports;
- networking to engage potential clients, community leaders, all levels of government representatives; cultivating donors and relationship management; developing target audiences of those we serve: persons with disabilities, current military, veterans, first-responders and their families; and
- researching grants, donors and sponsorships and engaging funders to continue building our funding sources.
- 2. The City of Jurupa Valley grant funding will be used to support:

All of these activities will be accomplished by persons — who are a mix of paid staff, volunteers and one contract worker — who sustain our program of individualized lessons of 45 minutes of riding per week, usually booked in eight-week blocks with the same instructor, same horse and same volunteer(s). QoH lessons and goals focus on abilities, not disabilities: What is the person able to do? (This depends upon each person's potential ability.)

3. Describe HOW YOUR ORGANIZATION WILL SPEND the grant funding (if awarded). Include equipment or services that would be purchased and why.

Like nearly any other business, the majority of our budget is in personnel, which in our case revolves around horses: safety in handling horses, our clients' interface with the horses and educating potential clients about the unique and unduplicated benefits of therapeutic horseback riding. These components translate to our capacity-building needs in: safety-training needs by a volunteer manager for consistent, uniform handling of lesson horses by all volunteers; paying a qualified, certified riding instructor; and paying a well-connected, well-known marketing person who also writes the grants that help keep our doors open and provide "riderships" to clients who could not otherwise afford the benefits they receive by riding.

4. If awarded, explain HOW the grant funding will specially BENEFIT JURUPA VALLEY RESIDENTS:

People need to feel safe when they ask for help, particularly with something as vulnerable as a disability, and even more so with veterans and current military, we have found. (Our head riding instructor, Robin Kilcoyne, is a retired Army sergeant-major.) We've learned that potential clients feel more comfortable coming to a place that they feel is "theirs" or as what they consider part of their community and where their situation is understood (such as children with autism).

Many of the persons we serve are low- to moderate-income families, so having a resource in their own community is important in saving time and gas money to access it. The center is open Tuesday through Saturday, 9 a.m. to 7 p.m., with arena lights, to accommodate work schedules. 5. Estimated number of people expected to benefit from this Project/Program:

This number is hard to estimate now because we have experienced COVID limitations: Our work can be "up close and personal" in helping client from a wheelchair to the saddle via an electric lift; or as they ride to strengthen their core muscles and require balance assistance from side-walker volunteers.

Using February 2021 statistics from the Jurupa Unified School District for potential impact, there are 2,429 local students with disabilities. There are no equivalent statistics for adults, save for the most recent report (albeit 2018) from the California Department of Developmental Service of 2,309 adults with disabilities (although the survey area was Riverside County's Second Supervisorial District, the smallest area measured).

The number of persons to benefit is influenced by several factors: the client's capabilities and goals and the availability of volunteers at the time of each client's riding session. The uncertainty of COVID makes me hesitant to even guess about potential beneficiaries.

Among those who benefit from each riding lesson, however, we count the members of the rider's family because the REAL outcome of each lesson is improving the quality of life for the rider, and that results in happiness for the whole family.

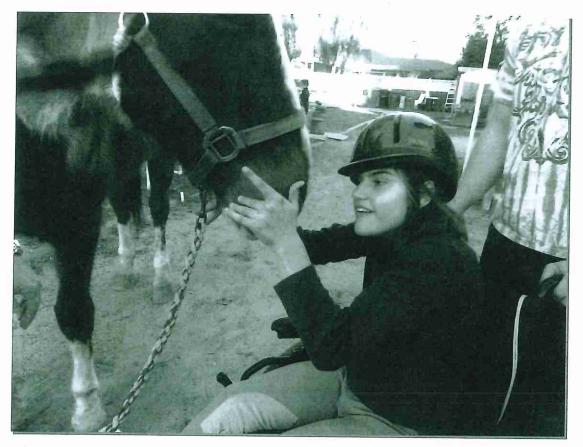
We have pivoted to position ourselves for recovery with this grant by focusing on training, lining up case management and conducting marketing so that more residents and referral sources are aware of us as a local resource to help them or a family member.

6. Estimated number of volunteers involved in this Project/Program: This estimate depends on the number of clients: A client may not need any assistance during lessons or may require up to three volunteers as described above.

Our volunteers, many of whom are youth from area high schools, benefit because they learn patience and increased understanding of persons living with disabilities: a truly important lesson in our view. Some of our young volunteers have changed their career goals for a profession in health after being involved at Queen of Hearts. *This is beyond measure!*

For clients who are medically fragile, three volunteers may be needed: one to lead the horse (horse leader) and one at each side (side-walkers) of the client to provide added security/stability if core strength is lacking or still developing. Additionally, the horse leader prepares the horse for each lesson by grooming and saddling it and reversing the process at the end of the lesson.

Some clients may participate in some portions, such as brushing the horse or a cursory walking of the horse (one client in a wheelchair holds the horse's lead rope as her mother pushes the wheelchair: This is her way of saying thank you to the horse after the lesson and is very sweet to watch.



Thank you very much for the opportunity to apply.

Queen of Hearts Therapeutic Riding Center, Inc.

Community Service Grants Policy

General Policy

Each fiscal year, the City of Jurupa Valley may allocate funds toward the Community Service Grants Program to serve as a funding resource to nonprofit organizations that provide programs or services which benefit Jurupa Valley residents. The purpose of this Policy is to establish application procedures and evaluation criteria for funding requests received from communitybased organizations that provide community service programs to Jurupa Valley residents. It is the City's policy to have a program that can channel requests through an application review, thereby ensuring that all requests are evaluated consistently to enter into agreements for specific measurable services and to ensure that recipients are held accountable for providing the agreed upon services within the specified time frame.

Due to limited resources, not all requests can be funded. It is not the City's intention to fund each request received but rather to evaluate each proposal and provide funding to those organizations which most effectively serve the needs and improves the well-being of the residents of Jurupa Valley.

The City Council encourages a goal of self-sufficiency for all local organizations. The City Council supports providing grants to organizations that have demonstrated their effectiveness in raising funds and volunteer services for their programs within the community. The Council discourages an over-reliance on City financial assistance to maintain such programs on an ongoing basis. Therefore, all organizations requesting funds from the City should continue efforts to develop stable private funding sources.

Eligibility

Organizations applying for Community Service Grants shall have current tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

An organization shall not be eligible for Community Services Grants if the funding will be used for the following purposes: (1) salaries; (2) scholarships to high school or college students as part of their funding request; (3) satisfaction of debts; (4) mass mailing in violation of the mass mailing provisions of the Political Reform Act; (5) religious purposes; (6) political purposes; or (7) mass mailings in violation of the Political Reform Act.

An organization shall not be eligible for Community Services Grants if: (1) one or more members of the City Council are members of the board or officers of the organization; (2) the organization is currently involved in a law suit adverse to the City; (3) the organization engages in uses or activities prohibited by law or City ordinances; (4) the organization engages in

activities that create a conflict of interest for the City; or (5) the organization engages in activities that are adverse to the health or safety of the community.

By law, all Community Service Funding may only be spent for a public purpose for the City of Jurupa Valley and must comply with all applicable laws. The program or service eligible for funding must be social welfare, educational, charitable, athletic, cultural, or recreational programs which benefits the general community of Jurupa Valley residents, including promotion of the City.

The City Council adopted Resolution No. 2014-48 establishing a policy for the waiver of City fees. This Policy does not, therefore, address the waiver of City fees.

Procedures for Processing and Approving Applications for Community Services Funding

1. All eligible organizations shall submit an application for Community Service Grants. Applying for funds does not ensure that the request will be granted. Funding for the City's Community Service Grant Program is limited and some applications, while worthy, will not be funded due to the limited resources.

2. The Applicant shall submit the following information to the City in support of its request for Community Services Grant on an Application form in substantially the form of Exhibit A, attached hereto:

- A. Name of organization;
- B. Organizational history
- C. A description of Project/Program, including a physical address of project/program/event;
- D. Project/Program benefit;
- E. Organization objective;
- F. Project/Program budget;
- G. Areas served;
- H. Population served;
- I. Financial information on the requesting organization;
- J. Compliance documentation up-to-date for any previous Community Service Funding grants awarded to your organization; and
- K. A signed acknowledgement by the recipient that should the grant be awarded the Applicant agrees to the following:
 - (1) The responsibilities of the organization with respect to the use of the Community Service Funding grant;
 - (2) Full accounting with documentation on the use of awarded funds.
 - (3) Non-discrimination clause
 - (4) Compliance with all laws and ordinances; and
 - (5) Compliance with conditions of approval of the grant.

3. Applications shall be submitted to the City Manager in February of each year. The City Manager will review the Application for completeness and may request further information in order to allow the Council to evaluate the Application under this Policy.

4. The City Manager shall review the Applications and make a report to the City Council of the amount of Community Service Grants requested so that the City Council can establish the amount of funding for Community Services Grants as part of the City Budget.

5. Following adoption of the City Budget, the City Council shall approve, conditionally approve or disapprove the applications for Community Services Grants within the budget established in the City Budget.

7. Upon finding that special circumstances exist, the City Council may approve, conditionally approve or disapprove a request for a Community Grant Funding submitted to the City outside of this time frame.

City Manager may delegate his or her responsibilities under this Policy. City Manager is authorized to modify the Application in order to efficiently support the requirements of this Policy.

Criteria

In determining whether to approve, conditionally approve, or deny an Application for a Community Services Grant, the City Council shall consider the following criteria:

- 1. Is the organization currently a 501(c)(3) nonprofit organization?
- 2. Does the organization provide a service to the overall community of Jurupa Valley?
- 3. Will the organization use the City of Jurupa Valley Community Service Funding Grant for the benefit of the citizens of Jurupa Valley?
- 4. Is the size and make-up of the organization equipped to provide the Project/Program to the overall community?
- 5. What is the public reaction to the group?
- 6. Does the organization have a high quality level of fiscal management?
- 7. Is the group well organized to ensure longevity in the City of Jurupa Valley?
- 8. Is there evidence of satisfactory service provided to the City's citizens?
- 9. Is the organization free from discrimination based on race, color, creed, nationality, sex, marital status, disability, religion, or political affiliation?
- 10. Does the organization require attendance or participation in any political, religious or social activity?
- 11. Can the organization provide financial statements (prepared using an appropriate method of accounting) to demonstrate sound financial management?
- 12. Can the organization provide a budget demonstrating its cost-effectiveness?
- 13. Does the organization make its services available to all?
- 14. Does the organization possess ongoing program evaluation tools?

Compliance Verification

Each organization receiving a Community Services Grant shall submit full accounting and documentation to substantiate that Community Services Grant funds were spent appropriately. The documentation shall include invoices/receipts, a narrative that explains each expenditure including how it specifically benefited Jurupa Valley residents, a schedule of the Project/Program's revenues/expenditures, and such other information as the City Manager deems necessary to evaluate the organization's compliance with the requirements of the Community Services Grant. The organization shall file an Expenditure Report in substantially the form of Exhibit B, attached hereto. City Manager is authorized to modify the Expenditure Report in order to efficiently support the requirements of this Policy.

If funds are not spent in accordance with the approved purpose, the organization will be required to refund the amount of funds. Failure to provide proper documentation may jeopardize any future funding. The City of Jurupa Valley reserves the right to conduct an audit and/or require additional back-up information to substantiate how funds received from the City were spent.

More Information

If you have any questions please contact Terri Rollings (951) 332-6464.

EXHIBIT A

APPLICATION/AGREEMENT

CITY OF JURUPA VALLEY

APPLICATION/AGREEMENT FOR COMMUNITY SERVICES FUNDING

PROJECT/PROGRAM INFORMATION				
Amount Requested: \$				
Project/Program Title:	Start Date:	End Date:		
If Grant is Awarded, Make Check Payable to:				

ORGANIZATION AND GEOGRAPHIC AREA SERVED

Name of Applicant Organization: Founded:		Year Organization
Website: Volunteers:	_	Staff: Number of
Contact Name:		_ Title/Position:
Contact Person's Email Address:		_Telephone:
Geographic Area(s) the Organization	-	

Geographic Area(s) the Project/Program Serves: (NOTE: Community Service Funding Grant must be <u>exclusively</u> used to serve Jurupa Valley.):

Include Physical Address of Project/Program: (if different than Organization's Mailing Address):

NONPROFIT STATUS

Is this organization incorporated as a nonprofit? Yes No (If No, then ineligible to receive City Funding)

Date of Incorporation as a Nonprofit:

Federal Identification Number: _____ State Identification Number: _____

Print out and attach to this application Verification from Federal (IRS) and State (FTB) as follows:

- 1. Attach IRS Deductibility Status using this link: <u>http://apps.irs.gov/app/eos/</u>
- 2. Attach State Entity Status Letter using this link: <u>https://www.ftb.ca.gov/online/self_serve_entity_status_letter/index.asp</u>
- 3. Attach first page only of most recent IRS Form 990 <u>or</u> attach print out of detailed information

about your charity found on this State Registry's Search Tool: <u>http://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y</u>

Has the organization or any members of the Board of Directors of the organization been involved with any personal business transactions valued over \$500 including any business transactions, negotiations, investments, or interests in real property with a Jurupa Valley City Council Member during the past 12 months?

No_____Yes____If Yes, briefly describe:

Is a Jurupa Valley City Council Member or Executive Staff Member a member of the Board of Directors or an Officer of the organization?

No_____Yes____If Yes, provide Council Member's Name and title within the organization:

This Application has been authorized by the organization's:

Executive Committee ____ Board of Directors _____ Members-at-Large

MISSION STATEMENT OF ORGANIZATION

Briefly describe the goals and objectives, or mission, of your organization.

GRANT FUNDING PROJECT/PROGRAM DESCRIPTION

NOTE: Receipts/invoices will be required to be submitted to the City to demonstrate that your organization used grant funding awarded by the City to support the project/program as described here. See Compliance Report on Application for details.

1. Briefly describe WHAT THE PROJECT / PROGRAM IS (use additional sheet if necessary):

2. The City of Jurupa Valley grant funding will be used to support (use additional sheet if necessary):

3. Describe HOW YOUR ORGANIZATION WILL SPEND the grant funding (if awarded). Include equipment or services that would be purchased and why. (Use additional sheet if necessary.)

4. If awarded, explain HOW the grant funding will specifically BENEFIT <u>JURUPA VALLEY</u> RESIDENTS (use additional sheet if necessary):

- 5. Estimated number of people expected to benefit from this Project/Program:
- 6. Estimated number of volunteers involved in this Project/Program:_____

SIGNATURE PAGE

The Applicant acknowledges and agrees to the following:

- The information contained on this Application is true, correct and up to date to the best of our knowledge.
- Recipient is subject to all Community Service Funding Program requirements including submittal deadlines and payment disbursements.
- Every Community Service Funding application is considered individually and on its own merit.
- Awards will be given to organizations and activities that directly benefit the residents of Jurupa Valley.
- Funding is not immediately available to the recipient, and requires an award letter signature upon approval. Please allow time for checks to be processed.
- The awarding of Community Service Funding does not constitute an automatic annual allocation.
- The recognition for Community Service Funding should accrue to the City of Jurupa Valley.
- Community Service Funding must be spent as specified on the Application and records may be requested by the City of Jurupa Valley to ensure the funds were used appropriately.
- The recipient shall provide a full accounting with documentation on the use of awarded funds.
- The recipient shall return to the City any funds not spent or documented per the signed agreement.
- If awarded a Community Service Funding Grant by the City of Jurupa Valley last year, then compliance receipts must be submitted on or before this application's due date or this application may be rejected as incomplete.
- If the Application is granted, Applicant agrees to comply with the Community Service Grant Policy, use the funds only for the purposes approved by the City Council, all laws applicable to the City's funding of the Grant, and comply with any conditions added by the City Council.
- Applicant further agrees that the Community Services Funding shall not be used for: salaries; scholarships to students; payment of debts; or religious or political purposes.
- Applicant further agrees not to discriminate on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status or such other grounds as are established by law, in the expenditure of the Community Services Funds.

ORGANIZATION NAME:

Name: President Date:

Name: Secretary Date:

(If signed by other than President and Secretary, a resolution of the Applicant authorizing the person signing to approve the Application is required.)

SUBMIT ORIGINAL APPLICATION TO:

City of Jurupa Valley Terri Rollings City Manager's Office 8930 Limonite Avenue JURUPA VALLEY, CA 92509

If you have any questions please contact Terri Rollings at (951)332-6464.

EXHIBIT B

EXPENDITURE REPORT

FISCAL YEAR (FY) 2019-2020 COMPLIANCE REPORT

If your organization is awarded a Community Service Funding Grant in FY 2019-2020 by the City of Jurupa Valley, then this information is not due until Friday, September 11, 2020

If your organization is awarded a Community Service Funding Grant in Fiscal Year 2019-2020 by the City of Jurupa Valley, all grant funds received must be expended anytime between July 1, 2019, and June 30, 2020. In addition, all grant funds must be substantiated with proper back-up documentation. Failure to provide proper documentation may jeopardize any future funding. City of Jurupa Valley reserves the right to conduct an audit and/or require additional backup information to substantiate how funds received from the City were spent.

If the funds are not spent in accordance with the approved purpose stated on the Application, the organization will be required to refund the amount of funds. To substantiate that Fiscal Year 2019-2020 funds received from the City were spent appropriately, proper back-up documentation including the table below with accompanying receipts/invoices, must be submitted to the City **on or before due date: Friday, September 11, 2020**.

EXPENDITURE REPORT due on or before Friday, September 11, 2020

- 1. Demonstrate that the Community Service Funding Grant specifically benefitted Jurupa Valley residents by providing the number of beneficiaries living in the City of Jurupa Valley, that directly benefitted from this program: (approximate number of beneficiaries if you don't have a precise number):
- 2. Fill out this table (include additional copies if needed to explain all expenditures)
- 3. Attach Receipts/Invoices (in the same order as listed in this table)
- 4. Send to: City of Jurupa Valley, 8930 Limonite Avenue, Jurupa Valley, CA 92509, Attn: City Manager's Office
- Organization:

Name of Project/Program: _____

Amount of Grant Fund Awarded: \$_____

Month + Year Grant Received from City:

Attachment Number	Name of Company on Receipt/Invoice	Date (Mo/Day/Yr) on Receipt/Invoice Must be dated on or between July 1, 2019 - June 30, 2020	Amount of Expenditure	Describe (1) what the expenditure was (2) purpose of the expenditure MUST support Project/Program description on Application + Award Letter	Explain how the expenditure specifically benefitted <u>Jurupa Valley</u> residents		
1			\$				
2			\$				
3			\$				
4			\$				
5			\$				
6			\$				
7			\$				
	EXPENDITURE TOTAL Note: Expenditure Total must be equal to \$ (or greater than) the "Amount of Grant Fund						

Awarded" (above) provided by the City