



REGULAR MEETING AGENDA OF THE JURUPA VALLEY CITY COUNCIL

Thursday, September 2, 2021

Regular Session: 7:00 p.m.

City Council Chamber

8930 Limonite Avenue, Jurupa Valley, CA 92509

- A. *As a courtesy to those in attendance, we ask that cell phones be turned off or set to their silent mode and that you keep talking to a minimum so that all persons can hear the comments of the public and City Council.*
- B. *A member of the public who wishes to speak under Public Comments must fill out a "Speaker Card" and submit it to the City Clerk BEFORE the Mayor calls for Public Comments on an agenda item. Each agenda item up will be open for public comments before taking action. Public comments on subjects that are not on the agenda can be made during the "Public Appearance/Comments" portion of the agenda.*
- C. *Members of the public who wish to comment on the **CONSENT CALENDAR** may do so during the Public Comment portion of the Agenda prior to the adoption of the Consent Calendar.*
- D. *As a courtesy to others and to assure that each person wishing to be heard has an opportunity to speak, please limit your comments to 3 minutes.*

1. 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

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PRESENTATIONS

- A. **RIVERSIDE COUNTY DEPARTMENT OF ANIMAL SERVICES -
INTRODUCTION OF "PET OF THE MONTH"**

- B. PROCLAMATION PROCLAIMING SEPTEMBER 17, 2021 AS CONSTITUTION WEEK
- C. UPDATE ON THE JURUPA AREA RECREATION AND PARK DISTRICT PRESENTED BY COLBY DIUGUID, GENERAL MANAGER
- D. UPDATE ON THE JURUPA GRADE SEPARATION PROJECT – PRESENTED BY ANDREA SUAREZ, PRINCIPAL, CONNECT & COMPANY

6. PUBLIC APPEARANCE/COMMENTS

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

- 7. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS
- 8. CITY COUNCIL MEMBER ORAL/WRITTEN REPORTS REGARDING REGIONAL BOARDS AND COMMISSIONS

A. MAYOR PRO TEM CHRIS BARAJAS

- 1. UPDATE ON THE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) NORTHWEST ZONE EXECUTIVE MEETING OF AUGUST 23, 2021
- 2. UPDATE ON THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS - ADMINISTRATION & FINANCE COMMITTEE MEETING OF SEPTEMBER 1, 2021
- 3. UPDATE ON THE JOINT WESTERN COMMUNITY ENERGY/ TECHNICAL ADVISORY COMMITTEE MEETING OF SEPTEMBER 2, 2021

B. COUNCIL MEMBER BRIAN BERKSON

1. UPDATE ON THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION - WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE MEETING OF AUGUST 23, 2021

9. CITY MANAGER'S UPDATE

10. APPROVAL OF MINUTES

A. AUGUST 19, 2021 REGULAR MEETING

11. 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 \$5,870,392.86

Requested Action: That the City Council ratify the check registers dated July 29, and August 5, 12 and 19, 2021 as well as the payroll registers dated July 23, and 31 and August 6, 2021.

C. APPROVAL TO PURCHASE ONE FORD ESCAPE HYBRID FROM FRITTS FORD

Requested Action: That the City Council approve the purchase of one Ford Escape Hybrid vehicle, utilizing funding from the Assembly Bill 2766 Program of the South Coast Air Quality Management District.

D. ACCEPTANCE OF OFFERS OF DEDICATION AT THE RUBIDOUX BOULEVARD AND STOCKDALE COURT INTERSECTION (DAVIS JCR RUBIDOUX INDUSTRIAL LAND OWNER, LLC)

1. Requested Action: That the City Council accept dedication as follows:

- a.** Accept the offer of dedication of an easement for public road and drainage purposes including public utility and public services purposes over Parcel "A" as shown on Exhibit B of DED21-001.

- b. Accept the offer of dedication of an easement for public road and drainage purposes including public utility and public services purposes over Parcel “A” as shown on Exhibit B of DED21-002.
- 2. Authorize the Director of Public Works and City Clerk to sign the Acceptance of Dedication of DED21-001.
- 3. Authorize the Director of Public Works and City Clerk to sign the Acceptance of Dedication of DED21-002.

E. APPROVAL OF FINAL TRACT MAP 36823 LOCATED ON THE SOUTHWEST CORNER OF LIMONITE AVENUE AND DOWNEY STREET INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION, APPROVAL OF SUBDIVISION AGREEMENTS, AND ACCEPTANCE OF IMPROVEMENT BONDS (RICHMOND AMERICAN HOMES OF MARYLAND, INC.)

- 1. Requested Action: That the City Council approve Tract Map 36823 and accept the dedications as follows:
 - a. Accept the real property described as an easement for street and public utility purposes over all of Lots “A” through “I”, inclusive as shown on Tract Map 36823.
- 2. Authorize the Mayor and City Clerk to sign Tract Map 36823; and
- 3. Approve and authorize the Mayor and City Clerk to execute the Subdivision Agreements; and
- 4. Accept the surety bonds for construction of related off-site improvements.

F. ACCEPTANCE OF OFFERS OF DEDICATION ON THE WEST SIDE OF RUBIDOUX BOULEARD, SOUTH OF 26TH STREET AND NORTH OF 28TH STREET (ICE BOX DEVELOPMENTS, LLC)

- 1. Requested Action: That the City Council accept the offer of dedication of an easement for public road and drainage purposes including public utility and public services purposes over Parcel “D” of LLA No. 20001, as shown on Exhibit B of DED21-004.
- 2. Authorize the Director of Public Works and City Clerk to sign the Acceptance of Dedication of DED21-004.

G. CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH RSG, INC. FOR AN AFFORDABLE HOUSING IN-LIEU FEE STUDY

Requested Action: That the City Council approve a Professional Services Agreement between the City of Jurupa Valley and RSG, Inc. in the amount of \$44,135 for an affordable housing in-lieu fee study, and authorize the Mayor to execute the Agreement on behalf of the City.

12. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

13. PUBLIC HEARINGS

A. PUBLIC HEARING TO CONSIDER ZONING CODE AMENDMENT NO. 20004 (ZCA20004) REVISING THE CITY'S MULTIPLE FAMILY RESIDENTIAL DEVELOPMENT STANDARDS

Requested Action: That the City Council conduct a first reading and introduce Ordinance No. 2021-19, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA REVISING THE JURUPA VALLEY MUNICIPAL CODE PERTAINING TO MULTIPLE FAMILY DEVELOPMENT STANDARDS AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER SECTION 15061 (B) (3) OF THE CEQA GUIDELINES

B. PUBLIC HEARING TO CONSIDER AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, EXTENDING INTERIM URGENCY ORDINANCE NO. 2021-18, IMPOSING A TEMPORARY MORATORIUM ON EXPANSION OR ESTABLISHMENT OF GASOLINE SERVICE STATIONS FOR AN ADDITIONAL PERIOD OF 10 MONTHS AND 15 DAYS

Requested Action: That the City Council, adopt, by a 4/5's vote, Urgency Ordinance No. 2021-20, entitled:

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, EXTENDING INTERIM URGENCY ORDINANCE NO. 2021-18, ENACTED PURSUANT TO GOVERNMENT CODE SECTION 65858, ESTABLISHING A TEMPORARY MORATORIUM ON THE APPROVAL OF APPLICATIONS FOR BUILDING PERMITS OR OTHER ENTITLEMENTS FOR NEW GASOLINE SERVICE STATION USES OR

**THE EXPANSION OF EXISTING GASOLINE SERVICE STATION USES
IN THE CITY OF JURUPA VALLEY, DECLARING THE URGENCY
THEREOF AND MAKING A DETERMINATION OF EXEMPTION
UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
PURSUANT TO GUIDELINES SECTION 15061 (B)(3)**

14. COUNCIL BUSINESS

15. CITY ATTORNEY'S REPORT

16. COUNCIL MEMBER REPORTS AND COMMENTS

17. ADJOURNMENT

Adjourn to the Regular Meeting of October 7, 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 www.jurupavalley.org.

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

**MINUTES
OF THE REGULAR MEETING
OF THE JURUPA VALLEY CITY COUNCIL
August 19, 2021**

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

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

Mayor Lorena Barajas called the study session to order at 5:42 p.m. Council Member Leslie Altamirano participated via teleconference.

2. STUDY SESSION – CODE ENFORCEMENT UPDATE

Keith Clarke, Building Department Director introduced Matthew R. Silver, Silver & Wright LLP. Mr. Silva gave an overview of the Code Enforcement process.

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

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

Mayor Lorena Barajas called the regular meeting to order at 7:07 p.m. Council Member Leslie Altamirano participated via teleconference.

4. INVOCATION was given by Chaplain Nelson Berrios from the Jurupa Valley Sheriff's Station.

5. PLEDGE OF ALLEGIANCE was led by Council Member Guillermo Silva.

6. APPROVAL OF AGENDA

A motion was made by Mayor Pro Tem Chris Barajas, seconded by Council Member Guillermo Silva, to approve the Agenda.

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

7. PRESENTATIONS

A. MONTHLY REPORT – HEALTHY JURUPA VALLEY

Presented by Natalie Rocha, Program Manager, Reach Out.

B. MONTHLY REPORT – JURUPA VALLEY CHAMBER OF COMMERCE

Presented by Tyler Byrne, Chamber President.

8. PUBLIC APPEARANCE/COMMENTS

There were no public comments.

9. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

Council Member Leslie Altamirano announced that there will be a community cleanup on Saturday, August 21st from 7:30 am to 11:30 am. Volunteers are asked to meet at the Jurupa Lions Club, 5981 Limonite Avenue.

10. 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 Community Energy Joint meeting of the Board of Directors and Technical Advisory Committee meeting of August 11, 2021.**

B. COUNCIL MEMBER LESLIE ALTAMIRANO

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

11. CITY MANAGER’S UPDATE

City Manager Rod Butler gave an update on the Citygate feasibility study regarding law enforcement services. He noted that part of that study is a community survey of current police services that is provided by the Riverside County Sheriff’s Department. He announced that tomorrow is the last day that stakeholders may provide input by participating in the survey which can be accessed by visiting the City’s website at: www.jurupavalley.org

12. SHERIFF’S DEPARTMENT UPDATE

Lieutenant Danny Young gave a presentation on the Sheriff’s Department, including an update of activities from the Jurupa Valley Sheriff’s Station. He shared a brief video of the National Night Out event which was a big success. He thanked everyone who came out to support the event.

Council Member Guillermo Silva asked if the Council could receive real time updates when there are significant police incidents.

13. APPROVAL OF MINUTES

A. AUGUST 5, 2021 REGULAR MEETING

A motion was made by Council Member Leslie Altamirano, seconded by Council Member Guillermo Silva, to approve the Minutes of the August 5, 2021 regular meeting.

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

14. CONSENT CALENDAR

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

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

B. ADOPTION OF RESOLUTIONS REGARDING THE ANNEXATION OF ZONE X (HORIZON BUSINESS PARK) TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED (“CITY OF JURUPA VALLEY L&LMD 89-1-C”), NORTHWEST CORNER OF CANTU-GALLEANO RANCH ROAD AND ETIWANDA AVENUE INTERSECTION

1. Requested Action: That the City Council adopt Resolution No. 2021-75, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY INITIATING PROCEEDINGS FOR THE ANNEXATION OF TERRITORY TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED AS ZONE X AND THE LEVY AND

**COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY
FOR FISCAL YEAR 2022-2023 PURSUANT TO THE PROVISIONS
OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS
AND HIGHWAYS CODE AND ARTICLE XIII D OF THE
CALIFORNIA CONSTITUTION**

2. That the City Council adopt Resolution No. 2021-76, entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
JURUPA VALLEY APPROVING THE REPORT OF THE
ENGINEER REGARDING THE PROPOSED ANNEXATION OF
TERRITORY TO CITY OF JURUPA VALLEY LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICT NO. 89-1-
CONSOLIDATED AS ZONE X AND THE LEVY AND
COLLECTION OF ASSESSMENTS WITHIN THE CITY OF
JURUPA VALLEY LANDSCAPE AND LIGHTING
MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED FOR
FISCAL YEAR 2022-2023**

3. That the City Council adopt Resolution No. 2021-77, entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
JURUPA VALLEY DECLARING ITS INTENTION TO ANNEX
TERRITORY TO CITY OF JURUPA VALLEY LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICT NO. 89-1-
CONSOLIDATED AS ZONE X AND TO LEVY AND COLLECT
ASSESSMENTS WITHIN SUCH TERRITORY FOR FISCAL YEAR
2022-2023 PURSUANT TO THE PROVISIONS OF PART 2 OF
DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS
CODE AND ARTICLE XIII D OF THE CALIFORNIA
CONSTITUTION AND APPOINTING A TIME AND PLACE FOR
HEARING PROTESTS**

**C. APPROVAL OF PARCEL MAP NO. 37614 LOCATED ON THE
NORTHWEST CORNER OF CANTU GALLEANO RANCH ROAD AND
ETIWANDA AVENUE INTERSECTION INCLUDING ACCEPTANCE OF
OFFERS OF DEDICATION, ACCEPTANCE OF IMPROVEMENT BONDS
AND AGREEMENTS HORIZON BUSINESS PARK, HJ AND PE
INVESTMENT)**

1. Requested Action: That the City Council approve Parcel Map No. 37614; and
2. Accept the real property dedicated as an easement for street and public utility purposes over all of Lot "A" and Lot "B" as shown on Parcel Map No. 37614; and

3. Not accept a 10-foot drainage easement dedicated in Parcel Map No. 37614; and
4. Abandon drainage easements dedicated in Parcel Map No. 23738-2 and Parcel Map No. 23738-3; and
5. Authorize the Mayor and City Clerk to sign Parcel Map No. 37614; and
6. Approve and authorize the Mayor and City Clerk to execute the Subdivision Agreements; and
7. Accept the security bonds for construction of related off-site improvements.

D. APPROVAL OF AGREEMENT WITH REACH OUT FOR FY 2021-22 FUNDING

Requested Action: That the City Council approve the Reach Out Agreement for FY 2021/22 funding, and authorize the Mayor to execute the Agreement.

A motion was made by Mayor Pro Tem Chris Barajas, seconded by Council Member Brian Berkson, to approve the Consent Calendar.

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

15. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

16. PUBLIC HEARINGS

17. COUNCIL BUSINESS

A. APPROVAL OF AGREEMENT WITH NATIONAL DEMOGRAPHICS CORPORATION TO PROVIDE DEMOGRAPHIC ANALYSIS AND PUBLIC OUTREACH SERVICES IN CONNECTION WITH THE CITY'S REDISTRICTING PROCESS

City Clerk Victoria Wasko presented the staff report.

A motion was made by Mayor Pro Tem Chris Barajas, seconded by Council Member Guillermo Silva, to approve a professional services agreement with National Demographics Corporation for demographic services, public outreach, and final map services in connection with the City's redistricting process.

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

18. CITY ATTORNEY’S REPORT

City Attorney Peter Thorson had no report.

19. COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Leslie Altamirano congratulated Lieutenant Danny Young and the Riverside Sheriff’s Department for the wonderful National Night Out event and for his assistance in providing mental health outreach and listening to residents which is a big step forward in the community. She invited everyone to come out to the community cleanup event on Saturday, August 21st from 7:30 am to 11:30 am.

20. CONVENE TO CLOSED SESSION

A. PUBLIC COMMENTS PERTAINING TO CLOSED SESSION ITEMS

There were no public comments regarding the closed session items.

B. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION. The City Council met in closed session with the City Attorney pursuant to Government Code Section 54956.9(d)(4) with respect to three matters of potential litigation. A point has been reached where, in the opinion of the City Attorney, based on existing facts and circumstances, there is a significant exposure to litigation involving the City and the City Council will decide whether to initiate litigation.

C. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION. The City Council met in closed session with the City Attorney pursuant to Government Code Section 54956.9(d)(1) with respect to one matter of pending litigation: *In re National Prescription Opioid Litigation, MDL No. 2804 (Federal District Court N.D. Ohio)*.

21. RECONVENE IN OPEN SESSION

A. ANNOUNCEMENT OF ANY REPORTABLE ACTIONS IN CLOSED SESSION

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

22. ADJOURNMENT

There being no further business before the City Council, Mayor Lorena Barajas adjourned the meeting at 9:02 p.m.

The next meeting of the Jurupa Valley City Council will be held September 2, 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

City of Jurupa Valley

STAFF REPORT

DATE: SEPTEMBER 2, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER
BY: CONNIE CARDENAS, ADMINISTRATIVE SERVICES DIRECTOR

SUBJECT: AGENDA ITEM NO. 11.B

CHECK REGISTERS

RECOMMENDATION

That the City Council ratify the check registers dated July 29, and August 5, 12 and 19, 2021 as well as the payroll registers dated July 23, and 31 and August 6, 2021.

The City Council of the City of Jurupa Valley authorizes expenditures through the annual budget process. The FY 2021-22 Budget was adopted on June 17, 2021. Expenditures not included in the annual budget process are approved by resolution throughout the fiscal year.

ANALYSIS

All expenditures on the attached check registers have been approved by the City Council and are in conformance with the authority provided by Section 37208 of the Government Code. The check register dated August 12, 2021 included a \$6,244.67 payment to Chase Card Services. The Statement, with purchase details, is attached herewith.

OTHER INFORMATION

None.

FINANCIAL IMPACT

Check registers:

07/29/21	\$ 413,535.86
08/05/21	\$ 2,479,486.45
08/12/21	\$ 427,563.10
08/19/21	\$ 2,190,868.17

Payroll registers:

07/23/21	\$	154,964.48
07/31/21	\$	3,206.28
08/06/21	\$	200,768.52

TOTAL \$ 5,870,392.86

ALTERNATIVES

1. Not ratify the attached check registers.

Prepared by:



Connie Cardenas
Administrative Services Director

Submitted by:



Rod B. Butler
City Manager

Reviewed by:



Michael Flad
Assistant City Manager

Attachments:

1. Check registers dated July 29, and August 5, 12 and 19, 2021.
2. Payroll registers dated July 23, and 31 and August 06, 2021.

Bank : chase CHASE BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
15507	7/29/2021	02105	ACCELA, INC.	INV-ACC54343	7/22/2021	7/12/21-11/29/21 ACCELA CIVI	3,582.08	3,582.08
	Voucher:							
15508	7/29/2021	00450	ALL AMERICAN ASPHALT	194588	6/30/2021	JUN 2021 BAIN ST. PVMT. RE	37,943.00	37,943.00
	Voucher:							
15509	7/29/2021	02889	AMERICAN PUBLIC WORKS A699582		6/15/2021	FISCAL YEAR 2021/2022 RENI	268.75	268.75
	Voucher:							
15510	7/29/2021	00406	AT&T MOBILITY	9516827191888	7/16/2021	7/16/21-8/15/21 PHONE LAND	126.66	126.66
	Voucher:							
15511	7/29/2021	01682	AUTOMATED GATE SERVICES205484		7/2/2021	CITY HALL EMPLOYEE GATE	158.00	158.00
	Voucher:							
15512	7/29/2021	02896	BAZUA, JOSE G.	PPE080921	7/29/2021	PPE 08/09/21 J.B.	7,779.92	7,779.92
	Voucher:							
15513	7/29/2021	00058	CA BUILDING STANDARDS CC063021		7/28/2021	APR-JUN 2021 GREEN BLG FI	2,340.00	2,340.00
	Voucher:							
15514	7/29/2021	02393	CHARTER COMMUNICATIONS0984993071921		7/19/2021	JUL 2021 BUSINESS INTERNE	2,492.02	2,492.02
	Voucher:							
15515	7/29/2021	00024	CITY OF BREA, - ACCOUNT RASIT001037		7/19/2021	JUN 2021 IT SVCS	3,102.39	3,102.39
	Voucher:							
15516	7/29/2021	01360	COUNTY OF RIVERSIDE, SHE SH0000039284	7/8/2021	APR 2021 S.A. EXAMS	4,800.00		
	Voucher:		SH0000039283	3/31/2021	MAR 2021 S.A. EXAM	2,400.00		
			SH0000039285	7/8/2021	MAY 2021 S.A. EXAMS	2,400.00		
			SH0000039270	6/30/2021	FEB 2021 S.A. EXAMS	2,000.00		11,600.00
15517	7/29/2021	01360	COUNTY OF RIVERSIDE, SHE SH0000039339	7/13/2021	JUN 2021 EXTRA DUTY- CITY	1,050.73		
	Voucher:		SH0000039287	7/8/2021	MAY 2021 EXTRA DUTY- CITY	733.84		
			SH0000039338	7/13/2021	JUN 2021 EXTRA DUTY- COM	553.88		2,338.45
15518	7/29/2021	00057	DEPT OF CONSERVATION	060121	7/29/2021	APR- JUN 2021 SEISMIC FEE	9,439.69	9,439.69
	Voucher:							
15519	7/29/2021	00015	EDISON - SOUTHERN CALIFO700576313117		6/29/2021	PUMP STATION ELECTRIC	13.25	13.25
	Voucher:							
15520	7/29/2021	00015	EDISON - SOUTHERN CALIFO700078631678		7/12/2021	TRAFFIC SIGNAL ELECTRIC	74.34	74.34
	Voucher:							

Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
15521	7/29/2021	00015	EDISON - SOUTHERN CALIFO	700471147737	7/21/2021	JV BOXING CLUB ELECTRIC	307.64
	Voucher:		700578058410	7/21/2021	LLMD ELECTRIC CHARGES	114.84	
			700175393020	7/21/2021	CFD IRR ELECTRICAL CHARG	57.01	
			700573890844	7/21/2021	PUMP STATION ELECTRIC	27.93	
			700423088580	7/21/2021	CFD IRR ELECTRICAL CHARG	22.52	
			700309967483	7/21/2021	CFD IRR ELECTRICAL CHARG	20.47	
			700311186451	7/21/2021	CFD IRR ELECTRICAL CHARG	19.27	
			700462515747	7/21/2021	CFD IRR ELECTRICAL CHARG	19.18	
			700032828379	7/21/2021	CFD PUMP STATION ELECTR	19.16	
			700283355030	7/21/2021	CFD IRR ELECTRICAL CHARG	18.80	
			700049179953	7/21/2021	CFD IRR ELECTRICAL CHARG	18.17	
			700435164676	7/21/2021	LLMD ELECTRIC CHARGES	18.00	
			700573855680	7/21/2021	PUMP STATION ELECTRIC	17.82	
			700573641169	7/21/2021	LLMD ELECTRIC CHARGES	16.90	
			700573772323	7/21/2021	PUMP STATION ELECTRIC	16.90	
			700576456997	7/21/2021	LLMD ELECTRIC CHARGES	15.53	
			700576477613	7/21/2021	LLMD ELECTRIC CHARGES	15.26	
			700573936314	7/21/2021	LLMD ELECTRIC CHARGES	14.62	
			700573815163	7/21/2021	PUMP STATION ELECTRIC	10.61	770.63
15522	7/29/2021	00015	EDISON - SOUTHERN CALIFO	700111080101	6/29/2021	TRAFFIC SIGNAL ELECTRIC	102.64
	Voucher:						102.64
15523	7/29/2021	02303	EIDE BAILLY LLP	EI01181002	6/30/2021	JUN 2021 AUDIT FY20/21	8,000.00
	Voucher:						8,000.00
15524	7/29/2021	00587	FASTENAL COMPANY	CAJUR48134	6/21/2021	GLOVES FOR PUBLIC WORK	121.66
	Voucher:						121.66
15525	7/29/2021	02895	HOME ENERGY SYSTEMS, INC	072821	7/28/2021	REIMB OF BUSINESS REGIST	49.00
	Voucher:						49.00
15526	7/29/2021	00055	INTELLI-TECH	14810	6/25/2021	MICROSOFT SURFACE PRO.	1,426.30
	Voucher:						1,426.30

Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
15527	7/29/2021	00199	JURUPA COMMUNITY SERVICE	43074-002	6/30/2021	CFD WATER CHARGES	1,922.52	
	Voucher:			41884-002	6/30/2021	CFD WATER CHARGES	1,168.60	
				40264-002	6/30/2021	LLMD WATER CHARGES	1,086.56	
				40265-002	6/30/2021	LLMD WATER CHARGES	938.16	
				43864-002	6/30/2021	CFD IRR WATER CHARGES	847.00	
				40893-002	6/30/2021	CFD WATER CHARGES	806.08	
				43055-002	6/30/2021	LLMD WATER CHARGES	747.36	
				43381-002	6/30/2021	LLMD WATER CHARGES	649.84	
				43927-003	6/30/2021	CFD WATER CHARGES	440.84	
				40916-002	6/30/2021	LLMD WATER CHARGES	430.84	
				41009-002	6/30/2021	LLMD WATER CHARGES	403.28	
				43868-002	6/30/2021	CFD IRR WATER CHARGES	387.88	
				40164-002	6/30/2021	IRR WATER CHARGES	326.68	
				21845-002	6/30/2021	LLMD WATER CHARGES	263.12	
				40895-002	6/30/2021	CFD WATER CHARGES	184.92	
				42064-002	6/30/2021	LLMD WATER CHARGES	158.88	
				21722-002	6/30/2021	LLMD WATER CHARGES	155.00	
				21723-002	6/30/2021	LLMD WATER CHARGES	99.88	11,017.44
15528	7/29/2021	01369	MCE CORPORATION	2106003	7/1/2021	JUN 2021 MAINT SVCS	55,316.38	55,316.38
	Voucher:							
15529	7/29/2021	02542	MJS ALARM CORPORATION	474935	7/14/2021	JULY 2021 FIRE ALARM- 5293	328.99	328.99
	Voucher:							
15530	7/29/2021	00848	MOBILE MODULAR STORAGE	300493466	6/25/2021	JUL 2021 STORAGE CONT.#7	243.52	
	Voucher:			300489922	6/20/2021	JUL 2021 STORAGE CONTAIN	125.10	368.62
15531	7/29/2021	01517	OFFICE DEPOT, INC	181734380001	7/7/2021	OFFICE SUPPLIES	428.52	
	Voucher:			181239982001	7/2/2021	OFFICE SUPPLIES	373.98	
				178932457001	7/13/2021	OFFICE SUPPLIES	235.71	
				181115932001	7/2/2021	OFFICE SUPPLIES	171.54	
				183953974001	7/16/2021	OFFICE SUPPLIES	137.35	
				183026359001	7/13/2021	OFFICE SUPPLIES	91.57	
				182478675001	7/14/2021	OFFICE SUPPLIES	41.25	
				182478086001	7/14/2021	OFFICE SUPPLIES	16.15	
				181752933001	7/7/2021	OFFICE SUPPLIES	12.89	
				181755449001	7/7/2021	OFFICE SUPPLIES	3.87	1,512.83

Bank : chase CHASE BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
15532	7/29/2021	00245	ORTIZ, ROGELIO	21303	6/30/2021	10TH ANNIVERSARY BUTTON	1,361.96	
	Voucher:			21304	6/30/2021	10TH ANNIVERSARY MUGS	480.61	
				21306	6/29/2021	STAFF SHIRTS: FINANCE, EN	242.24	
				21300	6/29/2021	STAFF SHIRTS: CITY COUNCI	153.47	
				21302	6/29/2021	STAFF SHIRTS: PUBLIC WOR	75.38	2,313.66
15533	7/29/2021	00005	PUBLIC ENTITY RISK MGMT	A070121-02	7/1/2021	2021-22 PROPERTY PROG. IN	39,846.00	
	Voucher:			070121-03	7/1/2021	2021-22 ERMA DEPOSIT PREI	17,114.00	
				070121-04	7/1/2021	2021-22 CYBER LIABILITY PR	3,721.00	
				070121-05	7/1/2021	2021-22 CRIME COVERAGE II	1,676.00	
				070121-06	7/1/2021	2021-22 DEADLY WEAPON RE	184.00	62,541.00
15534	7/29/2021	02385	QUADIENT, INC.	16431826	7/9/2021	JUL 2021 INK FOR POSTAGE	336.67	336.67
	Voucher:							
15535	7/29/2021	01261	RUBIDOUX COMMUNITY SVC	15058000-00	6/30/2021	RCSD LLMD WATER CHARGE	4,605.41	
	Voucher:			15058100-00	6/30/2021	RCSD LLMD WATER CHARGE	4,401.79	
				15058200-00	6/30/2021	RCSD LLMD WATER CHARGE	4,353.17	
				15000000-00	6/30/2021	RCSD LLMD WATER CHARGE	1,393.95	
				15012980-01	6/30/2021	RCSD LLMD WATER CHARGE	427.72	
				15026710-00	6/30/2021	RCSD LLMD WATER CHARGE	284.88	
				15013000-01	6/30/2021	RCSD LLMD WATER CHARGE	216.22	
				15036200-02	6/30/2021	RCSD JV BOXING CLUB WAT	195.43	
				15062100-00	6/30/2021	RCSD LLMD WATER CHARGE	86.82	
				15036210-01	6/30/2021	RCSD JV BOXING CLUB IRRIC	68.20	
				15058400-00	6/30/2021	RCSD LLMD WATER CHARGE	34.51	16,068.10
15536	7/29/2021	01516	SANTA FE BUILDING MAINTEN	19826	6/30/2021	JUN 2021 CITY HALL MAINT	3,809.99	
	Voucher:			19843	6/30/2021	COVID-19 JUN 2021 CITY HAL	2,478.00	6,287.99
15537	7/29/2021	02744	SILVER & WRIGHT, LLP	28070	7/1/2021	JUN 2021 LITIGATION SVCS	1,380.55	1,380.55
	Voucher:							
15538	7/29/2021	02349	STERICYCLE, INC.	8182404368	7/15/2021	JUN 2021 RECYCLE	98.10	98.10
	Voucher:							
15539	7/29/2021	00370	T&B PLANNING, INC	21-7649	6/8/2021	MA20004 CS20004 MAY 2021	11,322.89	11,322.89
	Voucher:							
15540	7/29/2021	00418	TRICO DISPOSAL, INC, BURR	050121	6/28/2021	JAN- APR 2021 TRASH LIENS	102,905.80	102,905.80
	Voucher:							
15541	7/29/2021	00883	TYCO INTEGRATED SECURIT	36138767	7/10/2021	AUG- OCT 2021 QUARTERLY	7,308.46	7,308.46
	Voucher:							

Bank : chase CHASE BANK

(Continued)

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
15542	7/29/2021	00974	WASTE MANAGEMENT	040121	6/1/2021	JAN- APR 2021 TRASH LIENS	35,261.66
	Voucher:			030121	7/22/2021	2014/15 TO 2019/20 TRASH #2	7,437.94
Sub total for CHASE BANK:							42,699.60
							413,535.86

36 checks in this report.

Grand Total All Checks: 413,535.86

Bank : chase CHASE BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
15543	8/5/2021	00450	ALL AMERICAN ASPHALT	193908	5/30/2021	BAIN ST. PAVEMENT REHAB-	589,056.85	589,056.85
	Voucher:							
15544	8/5/2021	00406	AT&T MOBILITY	312341384	7/23/2021	AUG 2021 INTERNET/DIGITAL	150.67	150.67
	Voucher:							
15545	8/5/2021	01546	BMW MOTORCYCLES OF, RIV6027799		7/13/2021	SHERIFF'S MOTORCYCLE- BI	640.93	640.93
	Voucher:							
15546	8/5/2021	01366	CALIFORNIA NEWSPAPERS P	0011470859	6/24/2021	SUMMARY OF URGENCY ORI	1,001.20	
	Voucher:			0011462416	5/15/2021	MA18008 NOTICE OF PLAN. C	663.50	
				0011465856	5/31/2021	MA18008 NOTICE OF PLAN. C	652.50	
				0011468784	6/12/2021	MA20035 NOTICE OF PLAN. C	614.00	
				0011468773	6/13/2021	ZCA21005 NOTICE OF PUBLIC	520.50	
				0011462210	5/14/2021	MA20090 NOTICE OF PLAN. C	493.00	
				0011470862	6/24/2021	SUMMARY OF PORPOSED OI	486.40	
				0011466562	6/4/2021	MA20090 NOTICE OF PLAN. C	468.80	
				0011471252	6/25/2021	MA20271 NOTICE OF PLAN. C	454.50	
				0011462401	5/15/2021	MA21055 NOTICE OF COMM.	438.00	
				0011471515	6/26/2021	MA20276 NOTICE OF PLAN. C	405.00	
				0011470330	6/21/2021	MA18008 NOTICE OF PUBLIC	385.20	
				0011459281	5/1/2021	MA19200 PLAN. COMM. HEAF	372.00	
				0011460918	5/10/2021	NOTICE OF HOUSING ELEME	372.00	
				0011466065	5/31/2021	MA17239 NOTICE OF PLAN. C	372.00	
				0011462782	5/18/2021	NOTICE OF NEW ORD. NO. 21	363.20	
				0011459965	5/4/2021	NOTICE OF PROPOSED ORD	345.60	
				0011467126	6/7/2021	CIP NOTICE OF PUBLIC HEAF	319.20	8,726.60
15547	8/5/2021	02393	CHARTER COMMUNICATIONS	1034343072121	7/21/2021	AUG 2021 BUSINESS VOICE	119.97	119.97
	Voucher:							
15548	8/5/2021	02271	CHRISP COMPANY	17078	7/9/2021	JUN 2021 TRAFFIC STRIPING	41,119.77	41,119.77
	Voucher:							
15549	8/5/2021	01100	COLONIAL LIFE INS CO	4522090-070138	6/22/2021	JUL 2021 EMP. CAFE. PLAN B	3,279.70	3,279.70
	Voucher:							
15550	8/5/2021	01832	COSTCO WHOLESALE CORP(B21-000480-CD)	6/15/2021	B21-000480-CDWD BLDG REI	VOID 1,940.00	Reissued 1,940.00	
	Voucher:							
15551	8/5/2021	00049	COUNTY OF RIVERSIDE, SHE SH	0000039236	6/30/2021	05/06/21-06/02/21 POLICE SVC	1,443,583.73	1,443,583.73
	Voucher:							

Bank : chase CHASE BANK		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
15552	8/5/2021	01360	COUNTY OF RIVERSIDE, SHE SH0000039371	7/19/2021	JUN 2021 S.A. EXAMS	2,800.00	2,800.00
		Voucher:					
15553	8/5/2021	00836	DE LAGE LANDEN FINANCIAL 73223151	7/24/2021	JUL 2021 COPIER LEASE	1,422.86	1,422.86
		Voucher:					
15554	8/5/2021	02010	EPIC LAND SOLUTIONS, INC. 0621-0892	7/7/2021	JUN 2021- VAN BUREN WIDEI	325.00	325.00
		Voucher:					
15555	8/5/2021	01607	KIMLEY-HORN AND ASSOCIA119195038	6/30/2021	JUN 2021 PEDLEY- JURUPA F	1,495.82	1,495.82
		Voucher:					
15556	8/5/2021	02875	LCR EARTHWORK & ENGINEE20102	7/12/2021	MISSION BLVD., ADA IMPROV	129,722.50	129,722.50
		Voucher:					
15557	8/5/2021	00244	LOWE'S HIW, INC 98004720516	7/2/2021	JUN 2021 CITY HALL SUPPLIE	331.30	331.30
		Voucher:					
15558	8/5/2021	02898	MARLER, DAVID PPE072321	7/26/2021	PPE 07/23/21 D.M.	100.00	100.00
		Voucher:					
15559	8/5/2021	00887	MEDINA PLUMBING & ROOTE 528	7/7/2021	AUGERED TOILET IN WOMEN	125.00	125.00
		Voucher:					
15560	8/5/2021	02078	PATH OF LIFE MINISTRIES June2021	6/30/2021	JUN 2021 PSG ACTIVITIES	10,307.18	
		Voucher:	June 2021	6/30/2021	JUN 2021 PSG ACTIVITIES (C	9,197.84	19,505.02
15561	8/5/2021	00052	QUADIENT FINANCE USA, INC071921	7/19/2021	JUL 2021 POSTAGE	2,039.00	2,039.00
		Voucher:					
15562	8/5/2021	01363	RIVERSIDE COUNTY, ASSESE21-298942	6/22/2021	MAR 2021 PDC/FTP ONLINE F	52.00	52.00
		Voucher:					
15563	8/5/2021	02522	RIVERSIDE MEDICAL CLINIC 700000522	6/30/2021	JUN 2021 LAB SVCS B.M, P.C	885.00	
		Voucher:	700000522	7/7/2021	JUL 2021 LAB SVCS E.L., C.B.	95.00	980.00
15564	8/5/2021	00262	RIVSIDE CNTY DEPT ANIMAL AN0000002257	7/14/2021	JUN 2021 ANIMAL SVCS	65,360.95	65,360.95
		Voucher:					

Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
15565	8/5/2021	01253	SOFTSCAPES CORPORATION	2189	7/19/2021	MAR 2021 ZONE 4 LANDSCAP	19,682.65
	Voucher:		2199	7/19/2021	APR 2021 ZONE 4 LANDSCAP	12,753.77	
			2123	5/10/2021	REPLACED DAMAGED TREES	6,975.00	
			2197	7/19/2021	MAR 2021 SERRANO RANCH	5,260.02	
			2216	7/19/2021	MAY 2021 SERRANO RANCH	5,001.38	
			2128	5/10/2021	REPLACED DAMAGED TREES	5,000.00	
			2196	7/17/2021	MAR 2021 TURN LEAF LANDS	4,719.34	
			2188	7/19/2021	FEB 2021 CANTERA LANDSC	4,636.38	
			2202	7/19/2021	APR 2021 CANTERA LANDSC	4,462.66	
			2213	7/19/2021	MAY 2021 TURN LEAF LANDS	4,302.38	
			2214	7/19/2021	MAY 2021 CANTERA LANDSC	4,239.94	
			2207	7/19/2021	MAY 2021 VAN BUREN LANDS	4,024.94	
			2194	7/19/2021	MAR 2021 HARVEST 2 LANDS	3,760.02	
			2211	7/19/2021	MAY 2021 HARVEST 2 LANDS	3,357.46	
			2158	6/7/2021	MAY 2021 MISSION ESTATES	3,341.60	
			2195	7/19/2021	MAR 2021 HARVEST 3 LANDS	3,301.36	
			2212	7/19/2021	MAY 2021 HARVEST 3 LANDS	3,057.56	
			2125	5/10/2021	REPLACED DAMAGED TREES	3,050.00	
			2198	7/17/2021	MAR 2021 BARRINGTON PLA	2,975.00	
			2217	7/19/2021	MAY 2021 BARRINGTON PL. L	2,619.34	
			2155	6/7/2021	MAY 2021 ZONE 14 LANDSCA	2,565.06	
			2167	6/8/2021	MAY 2021 ZONE 4 IRRIGATIO	2,556.00	
			2129	5/10/2021	REPLACED DAMAGED TREES	2,500.00	
			2193	7/19/2021	MAR 2021 SKY PARK LANDSC	2,160.84	
			2191	7/19/2021	MAR 2021 SAGE POINT LAND	2,142.96	
			2209	7/19/2021	MAY 2021 SAGE POINT LAND	2,068.76	
			2157	6/7/2021	MAY 2021 THE QUARRY LAN	1,945.12	
			2201	7/19/2021	APR 2021 SKY PARK LANDSC	1,752.93	
			2190	7/19/2021	MAR 2021 RANCHO DEL SOL	1,517.72	
			2200	7/19/2021	APR 2021 RANCHO DEL SOL	1,339.36	
			2124	5/10/2021	REPLACED DAMAGED TREES	1,325.00	
			2169	6/8/2021	MAY 2021 ZONE 4 IRRIGATIO	1,317.50	
			2208	7/19/2021	MAY 2021 RANCHO DEL SOL	1,310.12	
			2206	7/19/2021	MAY 2021 ZONE 21 LANDSCA	1,265.20	
			2210	7/19/2021	MAY 2021 INLAND ICE LANDS	922.05	

Bank : chase CHASE BANK		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
15566	8/5/2021	01253	2192	7/19/2021	MAR 2021 INLAND ICE LANDS	919.92	134,129.34
			2204	7/19/2021	MAY 2021 ZONE 9 LANDSCAF	853.14	
			2166	6/8/2021	MAY 2021 ZONE 14 IRRIGATIO	731.00	
			2165	6/8/2021	MAY 2021 HARVEST 1 IRRIGA	580.00	
			2205	7/19/2021	MAY 2021 ZONE 17 LANDSCA	460.90	
			2203	7/19/2021	MAY 2021 ZONE 7 LANDSCAF	425.74	
			2154	6/7/2021	MAY 2021 ZONE 6 LANDSCAF	415.00	
			2156	6/7/2021	MAY 2021 ZONE 34 LANDSCA	384.21	
			2215	7/19/2021	MAY 2021 SHOP @BELLGRAV	248.59	
15567	8/5/2021	02554	2168	6/9/2021	MAY 2021 ZONE 7 IRRIGATIO	219.50	4,318.08
			080121	7/19/2021	AUG 2021 LIFE INSURANCE F	780.30	780.30
15568	8/5/2021	00370	21-7753	7/20/2021	CS19002 JUN 2021 TASK 4 &	15,036.25	25,101.56
			21-7754	7/20/2021	CS19001 JUN 2021 TASK 11,1	5,479.06	
			21-7465	4/28/2021	CS20004 MAR 2021 BRE SPA	2,370.00	
			21-7755	7/20/2021	CS20004 JUN 2021 TASK 2-4,	2,216.25	
15569	8/5/2021	01883	754886	7/7/2021	TEMPORARY NO PARKING	407.82	407.82
15570	8/5/2021	02892	4518	7/8/2021	REPLACED SENSOR: EDDIE I	641.56	641.56
15571	8/5/2021	02901	080521	8/5/2021	I-907 & I-129 FILING FEES K.F	2,960.00	2,960.00
15572	8/5/2021	01236	50016192518	7/2/2021	RAILING FOR THE STAIRS- C	210.12	210.12

Sub total for CHASE BANK: 2,481,426.45

<1,940.00>
2,479,486.45

30 checks in this report.

Grand Total All Checks: 2,481,426.45

Void Checks

Bank code: chase
(none)

VOID Check Request Form

- ☐ Void Only
☐ Void & Reissue
☒ Void, Revise, & Issue ✓

Requested By: Connor Dimick ✓

Date: 8/4/21 ✓

Original Check Being Voided Information:

Check#: 15290 / Check Date: 06/17/21 / Check Amount: 1,940.00 /

Payee: Dimick, Connor (#02862)

Reason for VOID:

- ☐ Lost/Payee communicated check was never received
☐ Incorrect Amount
☒ Incorrect Vendor
☒ Other: Applicant requesting for refund check to be made out to company.

Replaced with New Check?

- ☒ Yes
☐ No

Void Processed By: Berlyn Castaneda

Date Voided: 08/05/21 ✓

Review/Approval:

- ☒ Confirmed check has not been cashed/cleared through bank

VOID Check Request Reviewed by:  Date: 8/4/2021

Replacement Check Information:

Check#: 15550 Check Date: 08/05/21 Check Amount: 1,940.00

Payee: Costco Wholesale Corp. (#01832)

VoidCkEP
08/05/21 12:31PM

Void Check Posting List
City of Jurupa Valley

Page: 1

Document #: 164057 Void Date: 08/05/2021
Check #: 15290 Bank code: chase
Vendor: 02862 DIMICK, CONNOR
Post into: 02/2022 Check amount: 1,940.00

Posting #: 6922
Check Date: 06/17/21

Group: berlync

✓# 02862

Reissued ck# 15550 8/5/2021 \$ 1,940.00

Doc Source	Account Number	Description	Amount
disb	B 810.21110	Accounts Payable	1,940.00 CR
disb S*	B 810.11111	Cash & Investments	1,940.00 DB
disb S*	B 901.11111	Cash & Investments	1,940.00 DB
disb S*	B 901.30900	Control Cash Balance	1,940.00 CR
Balance Sheet Totals:		3,880.00 DB	3,880.00 CR
		Difference:	0.00

Void Check Posting List
City of Jurupa Valley

Summary Documents

Document #: 164058

Posting #: 6922

Date: 08/05/21

Reference: 810

Description: disb - FUND 810 SUMMARY

Post into: 02/2022

Account Number	Description	Amount
B 810.11111	Automatic Summary	1,940.00 DB

Balance Sheet Totals: 1,940.00 DB CR Difference:

Document #: 164059

Posting #: 6922

Date: 08/05/21

Reference: 901

Description: disb - FUND 901 SUMMARY

Post into: 02/2022

Account Number	Description	Amount
B 901.11111	Automatic Summary	1,940.00 DB
B 901.30900	Automatic Summary	1,940.00 CR

Balance Sheet Totals: 1,940.00 DB 1,940.00 CR Difference: 0.00

VoidCkEP
08/05/21 12:31PM

Void Check Posting List
City of Jurupa Valley

Page: 3

<i>Balance Sheet Fund Totals</i>				
<u>Fund</u>		<u>Debits</u>	<u>Credits</u>	<u>Difference</u>
810	General Agency	1,940.00	1,940.00	0.00
901	Cash Fund	1,940.00	1,940.00	0.00

	<i>Errors / Warnings</i>
Documents with errors :	0
Documents with warnings :	0

Bank : chase CHASE BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
451	7/1/2021	01082	ICMA-RC	PPE062521	7/1/2021	PPE 06/25/21 PLAN#307290 C	3,611.24	3,611.24
	Voucher:							
452	7/1/2021	01082	ICMA-RC	PPE063021	7/1/2021	PPE 06/30/21 PLAN#307290 C	3,686.22	3,686.22
	Voucher:							
453	7/1/2021	01093	JOHN HANCOCK USA	PPE062521	7/1/2021	PPE06/25/21 PARS CONT#863	18,439.42	18,439.42
	Voucher:							
454	7/20/2021	01082	ICMA-RC	PPE070921	7/20/2021	PPE 07/09/21 PLAN#307290 C	3,704.73	3,704.73
	Voucher:							
455	7/20/2021	01093	JOHN HANCOCK USA	PPE070921	7/20/2021	PPE 07/09/21 PARS CNTR#863	18,973.74	18,973.74
	Voucher:							
456	7/30/2021	01093	JOHN HANCOCK USA	PPE072321	7/30/2021	PPE 07/23/21 PARS CNTR#863	20,726.32	20,726.32
	Voucher:							
457	7/30/2021	01082	ICMA-RC	PPE072321	7/30/2021	PPE 07/23/21 PLAN#307290 C	3,627.68	3,627.68
	Voucher:							
458	7/12/2021	00044	CHASE CARD SERVICES	062121	7/12/2021	JUN 2021	5,901.12	
	Voucher:			062121-1	7/12/2021	JUN 2021- COVID	199.90	6,101.02
15573	8/12/2021	02913	ALKA & WATER	LEAP-2021#44	8/2/2021	LEAP-2021#44 ALKA & WATER	3,000.00	3,000.00
	Voucher:							
15574	8/12/2021	02632	AMERITAS LIFE INSURANCE (D-080121		8/1/2021	AUG 2021 DENTAL	2,130.12	
	Voucher:		V-080121		8/1/2021	AUG 2021 VISION	562.75	2,692.87
15575	8/12/2021	02273	CASA OF SOUTHWEST RIVER1190		6/21/2021	JUN 2021 CASA LAB SVCS SF	800.00	800.00
	Voucher:							
15576	8/12/2021	02761	CITYGATE ASSOCIATES, LLC 30605		7/31/2021	POLICE DEPARTMENT FEASIBILITY	19,740.00	19,740.00
	Voucher:							
15577	8/12/2021	00196	CIVIC SOLUTIONS, INC	080521	8/5/2021	JUL 2021 PROF SVCS	161,321.25	161,321.25
	Voucher:							
15578	8/12/2021	01100	COLONIAL LIFE INS CO	4522090-080135	7/22/2021	AUG 2021 EMP. CAFE. PLAN I	3,932.47	3,932.47
	Voucher:							
15579	8/12/2021	02900	CORONA CONSTRUCTORS	1901	7/28/2021	ADA PARKING MODIFICATION	15,000.00	15,000.00
	Voucher:							

Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
15580	8/12/2021	00015	EDISON - SOUTHERN CALIFO	700575534083	8/3/2021	PUMP STATION ELECTRIC	248.91
	Voucher:			700575417683	8/3/2021	PUMP STATION ELECTRIC	36.62
				700575357463	8/3/2021	PUMP STATION ELECTRIC	31.99
				700340926752	8/3/2021	LLMD ELECTRIC CHARGES	30.22
				700576248853	8/3/2021	PUMP STATION ELECTRIC	23.17
				700576371418	8/3/2021	STREET LIGHT ELECTRIC	17.98
				700575315532	8/3/2021	PUMP STATION ELECTRIC	17.63
				700576159331	8/3/2021	PUMP STATION ELECTRIC	17.22
				700575241669	8/3/2021	IRR ELECTRICAL CHARGES	16.44
				700565103351	8/3/2021	PUMP STATION ELECTRIC	16.17
				700576440833	8/3/2021	STREET LIGHT ELECTRIC	15.98
				700576362324	8/3/2021	PUMP STATION ELECTRIC	15.98
				700575163261	8/3/2021	IRR ELECTRICAL CHARGES	15.79
				700575172153	8/3/2021	IRR ELECTRICAL CHARGES	15.79
				700575195593	8/3/2021	STREET LIGHT ELECTRIC	15.79
				700575262584	8/3/2021	IRR ELECTRICAL CHARGES	15.79
				700576040204	8/3/2021	STREET LIGHT ELECTRIC	15.79
				700576402538	8/3/2021	PUMP STATION ELECTRIC	14.97
							582.23
15581	8/12/2021	00015	EDISON - SOUTHERN CALIFO	600001004463	8/3/2021	TRAFFIC SIGNAL ELECTRIC	6,165.04
	Voucher:			700423128693	7/26/2021	CFD IRR ELECTRICAL CHARGES	21.09
				700342882718	8/3/2021	LLMD ELECTRIC CHARGES	18.53
				700109521734	8/3/2021	STREET LIGHT ELECTRIC	16.61
				700509164663	8/3/2021	STREET LIGHT ELECTRIC	16.44
							6,237.71
15582	8/12/2021	00015	EDISON - SOUTHERN CALIFO	700557918378	8/3/2021	STREET LIGHT ELECTRIC	14.62
	Voucher:						14.62

Bank : chase CHASE BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
15583	8/12/2021	00015	EDISON - SOUTHERN CALIFOR	700386851202	8/3/2021	STREET LIGHT ELECTRIC	6,357.08	
	Voucher:		700111080101	8/3/2021	TRAFFIC SIGNAL ELECTRIC	1,693.63		
			700615190010	8/3/2021	CFD 2014-001 LIGHT ELECTRIC	727.14		
			700253324638	8/3/2021	CFD 2013-001 STREET LIGHT	186.77		
			700382170546	8/3/2021	CFD PED/IRR ELECTRICAL CH	143.54		
			700023315511	8/3/2021	STREET LIGHT ELECTRIC	133.39		
			700565016657	8/3/2021	LLMD ELECTRIC CHARGES	121.77		
			700133734550	8/3/2021	CFD 2013-001 STREET LIGHT	117.88		
			700525999116	8/3/2021	STREET LIGHT ELECTRIC	93.38		
			700352590495	8/3/2021	CFD14-001 STREET LIGHT EL	93.38		
			700575074951	8/3/2021	TRAFFIC SIGNAL LIGHT ELEC	86.31		
			700329171665	8/3/2021	STREET LIGHT ELECTRIC	77.87		
			700564880958	8/3/2021	LLMD ELECTRIC CHARGES	75.33		
			700185117975	8/3/2021	CFD STREET LIGHT ELECTRIC	68.01		
			700078039170	8/3/2021	STREET LIGHT ELECTRIC	31.18		
			700563513864	8/3/2021	STREET LIGHT ELECTRIC	15.50		10,022.16
15584	8/12/2021	01278	FAIR HOUSING CNCL OF RIVER	RR#1FY2122	8/4/2021	JULY 2021 LANDLORD/TENAN	1,652.18	1,652.18
	Voucher:							
15585	8/12/2021	02902	GUO, ANNA	B20-001744-CD	8/10/2021	B20-001744-CDWD 6280 MISS	1,000.00	1,000.00
	Voucher:							
15586	8/12/2021	02703	JRC HOUSING, INC.	000344	8/2/2021	HOME REHABILITATION - CL	9,996.36	9,996.36
	Voucher:							
15587	8/12/2021	02649	KEENAN & ASSOCIATES	090121	8/8/2021	SEP 2021 MEDICAL INSURAN	60,481.83	60,481.83
	Voucher:							
15588	8/12/2021	00003	PETTY CASH	080521	8/5/2021	REPLENISH PETTY CASH	221.95	
	Voucher:		072221	7/22/2021	REPLENISH PETTY CASH	62.42		
			072921	7/29/2021	REPLENISH PETTY CASH	17.76		
			080921	8/9/2021	REPLENISH PETTY CASH	8.44		
			080621	8/6/2021	REPLENISH PETTY CASH	5.00		315.57
15589	8/12/2021	01273	SANTA ANA RIVER WATER CC	4002-1	8/5/2021	LLMD WATER CHARGES	354.62	
	Voucher:		4000-1	8/5/2021	LLMD WATER CHARGES	343.74		
			4001-1	8/5/2021	LLMD WATER CHARGES	320.26		
			1534-4	8/5/2021	CFD 13-001 WATER CHARGE	110.53		1,129.15
15590	8/12/2021	02899	SIGNAL 88 HOLDINGS, LLC	3497837	8/1/2021	JUL 2021 ON-SITE SECURITY	6,160.00	6,160.00
	Voucher:							

Bank : chase CHASE BANK		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
15591	8/12/2021	01253	SOFTSCAPES CORPORATION	2187	7/13/2021	JUN 2021 CANTERA LANDSC	4,123.34
	Voucher:		2186	7/13/2021	JUN 2021 VAN BUREN LANDS	3,467.38	
			2184	7/13/2021	JUN 2021 ZONE 21 LANDSCA	1,191.00	
			2182	7/13/2021	JUN 2021 ZONE 9 LANDSCAF	798.02	
			2183	7/13/2021	JUN 2021 ZONE 17 LANDSCA	446.02	
			2180	7/13/2021	JUN 2021 ZONE 6 LANDSCAP	415.00	
			2185	7/13/2021	JUN 2021 ZONE 34 LANDSCA	382.10	
			2181	7/13/2021	JUN 2021 ZONE 7 LANDSCAP	313.38	11,136.24
15592	8/12/2021	01706	SOUTHWEST SITE SERVICES	66007	7/19/2021	JUL 2021 PORTABLE RENTAL	1,635.25
	Voucher:						1,635.25
15593	8/12/2021	02910	TDI SIGNS INC.	MA21145	8/10/2021	MA21145 PLAN REIMB. 11015	50.00
	Voucher:		MA21146	8/10/2021	MA21146 PLAN REIMB. 11201	50.00	
			MA21147	8/10/2021	MA21147 PLAN REEIMB. 1155	50.00	
			MA21148	8/10/2021	MA21148 PLAN REIMB. 11600	50.00	
			MA21149	8/10/2021	MA21149 PLAN REIMB. 3177	50.00	
			MA21150	8/10/2021	MA21150 PLAN REIMB. 11200	50.00	
			MA21151	8/10/2021	MA21151 PLAN REIMB. 11100	50.00	
			MA21152	8/10/2021	MA21152 PLAN REIMB. 11385	50.00	
			MA21153	8/10/2021	MA21153 PLAN REIMB. 11385	50.00	
			MA21154	8/10/2021	MA2114 PLAN REIMB. 11650	50.00	500.00
15594	8/12/2021	00100	THE GAS COMPANY	11992193976	8/12/2021	JUL 2021 GAS SVCS- CITY HA	111.33
	Voucher:		03198761169	8/4/2021	JUL 2021 GAS SVCS- 5293 MI	57.65	
			15378777237	8/4/2021	JUL 2021 GAS SVCS- JV BOXI	15.78	184.76
15595	8/12/2021	01236	WHITE CAP, L.P.	50016361625	7/21/2021	PET WASTE STATION BAGS	646.50
	Voucher:						646.50
15596	8/12/2021	00042	XCS DOCUMENT MGMT SOLL	054862	8/2/2021	JUN 2021 COPY COST ID#132	2,851.05
	Voucher:		054861	8/2/2021	JUN 2021 COPY COST ID#132	2,142.80	
			054860	8/2/2021	JUN 2021 COPY COST ID#132	1,017.73	6,011.58
15597	8/12/2021	02897	ZENCITY TECHNOLOGIES USEI	218000115	6/17/2021	ZENCITY PLATFORM AI	24,500.00
	Voucher:						24,500.00
Sub total for CHASE BANK:							427,563.10

33 checks in this report.

Grand Total All Checks: 427,563.10

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
15598	8/19/2021	02912	ADAMS, JANET	MA21228	8/13/2021	MA21228 PLAN REIMB 8864 J	50.00	50.00
	Voucher:							
15599	8/19/2021	02573	ALTA LANGUAGE SERVICES, IIS542468		7/31/2021	LISTENING & SPEAKNG TEST	110.00	110.00
	Voucher:							
15600	8/19/2021	01367	APSCREEN	13064	7/27/2021	EMPLOYMENT BACKGROUN	380.00	380.00
	Voucher:							
15601	8/19/2021	02911	ARMEL, SHANNON	MA21182	8/13/2021	MA21182 PLAN REIMB 4775 B	50.00	
	Voucher:			MA21183	8/13/2021	MA21183 PLAN REIMB 4705 B	50.00	100.00
15602	8/19/2021	01280	BOATMAN DEVELOPMENT CC59736		8/13/2021	BUSINESS CARDS: HUMAN R	63.08	63.08
	Voucher:							
15603	8/19/2021	02906	CALIBER CONSTRUCTION ANB20-000467		8/13/2021	B20-000467 BLDG REIMB 307	409.40	409.40
	Voucher:							
15604	8/19/2021	02887	CHAIPEZ, FIDEL	MA21072	8/13/2021	MA21072 PLAN REIMB 9565 5	1,131.13	1,131.13
	Voucher:							
15605	8/19/2021	02393	CHARTER COMMUNICATIONS1028733081021		8/10/2021	AUG 2021 BUSINESS TV	59.25	59.25
	Voucher:							
15606	8/19/2021	02888	CHOU, JUSTIN	B21-000596	8/13/2021	B21-000596 BLDG REIMB 815	234.40	234.40
	Voucher:							
15607	8/19/2021	02102	COASTAL BUSINESS GROUP B20-001252		8/13/2021	B20-001252 BLDG REIMB 360	157.00	157.00
	Voucher:							
15608	8/19/2021	02872	COPP CONTRACTING, INC. 2051		7/9/2021	LUCRETIA AVE. PVMT. REHA	9,500.00	9,500.00
	Voucher:							
15609	8/19/2021	00049	COUNTY OF RIVERSIDE, SHE SH0000039396		7/27/2021	06/03/21-06/30/21 POLICE SVC	1,402,535.54	1,402,535.54
	Voucher:							
15610	8/19/2021	02631	DC ELECTRONICS TWO, INC. 506161		7/22/2021	7/22/21 CHANGED LOCKOUT	172.00	172.00
	Voucher:							
15611	8/19/2021	00047	DE ANZA MARKET PLACE	MA21169	8/13/2021	MA21169 PLAN REIMB 7776 L	50.00	50.00
	Voucher:							
15612	8/19/2021	00015	EDISON - SOUTHERN CALIFO700617789509		8/6/2021	CFD 2013-001 STREET LIGHT	1,657.53	1,657.53
	Voucher:							

Bank : chase CHASE BANK		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
15613	8/19/2021	00015	EDISON - SOUTHERN CALIFO	700324745536	8/6/2021	SIGNAL LIGHT ELECTRIC CH,	69.23
	Voucher:		700316140626	8/6/2021	STREET LIGHT ELECTRIC	66.17	
			700197919854	8/6/2021	STREET LIGHT ELECTRIC (H,	60.08	
			700094115003	8/6/2021	CFD TRAFFIC SIGNAL ELECT	56.43	
			700567128732	8/4/2021	STREET LIGHT ELECTRIC	45.28	
			700564966945	8/4/2021	STREET LIGHT ELECTRIC	32.58	
			700427459341	8/6/2021	SIGNAL LIGHT ELECTRIC CH,	18.38	
			700557791066	8/6/2021	STREET LIGHT ELECTRIC	18.35	
			700634177556	8/6/2021	STREET LIGHT ELECTRIC	16.54	
			700575093442	8/4/2021	STREET LIGHT ELECTRIC	15.43	
			700574030785	8/6/2021	STREET LIGHT ELECTRIC	14.80	
			700575118704	8/4/2021	STREET LIGHT ELECTRIC	14.61	
			700075482212	8/4/2021	SHOPS @ BELLEGRAVE CFD	14.61	
			700573969050	8/6/2021	PUMP STATION ELECTRIC	14.42	
			700573994413	8/6/2021	PUMP STATION ELECTRIC	14.42	
			700573959249	8/6/2021	PUMP STATION ELECTRIC	14.42	
			700575153157	8/6/2021	STREET LIGHT ELECTRIC	14.42	
			700575084651	8/4/2021	STREET LIGHT ELECTRIC	14.42	
			700199054653	8/6/2021	STREET LIGHT ELECTRIC (H,	12.69	527.28
15614	8/19/2021	00015	EDISON - SOUTHERN CALIFO	700094412669	8/6/2021	TRAFFIC SIGNAL CHARGES	67.77
	Voucher:						67.77
15615	8/19/2021	00015	EDISON - SOUTHERN CALIFO	700374434693	8/6/2021	CFD STREET LIGHT ELECTRI	32.50
	Voucher:		700316482752	8/6/2021	PUMP STATION ELECTRIC	14.97	
			700573948135	8/6/2021	PUMP STATION ELECTRIC	14.42	61.89
15616	8/19/2021	00369	ELROD FENCE CO., INC	16150	5/5/2021	MISSION ESTATES X JUDE S	695.00
	Voucher:						695.00
15617	8/19/2021	02180	EMPIRE GROUP OF COMPANI	59645	7/12/2021	BUSINESS CARDS- HR, CODE	156.60
	Voucher:		59664	7/19/2021	BUSINESS CARDS- P. TOOR	57.64	214.24
15618	8/19/2021	00587	FASTENAL COMPANY	CAJUR48369	7/6/2021	LOCKS FOR CATCH BASINS	495.54
	Voucher:		CAJUR48742	7/23/2021	PW SUPPLIES CONTR BAGS,	405.08	900.62
15619	8/19/2021	02907	GRIFFITH, THOMAS	B21-001311	8/13/2021	B21-001311 BLDG REIMB 415	163.10
	Voucher:						163.10
15620	8/19/2021	01039	HINDERLITER, DE LLAMAS &	SIN010600	8/6/2021	JUL-SEP 2021 CONTRACT SV	131,194.06
	Voucher:						131,194.06

Bank : chase CHASE BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
15621	8/19/2021	00033	HR GREEN	145175	7/21/2021	JUN 2021 PROF. SVCS.	523,057.97	523,057.97
	Voucher:							
15622	8/19/2021	02905	JABBAR, ANWAR	B21-001597	8/13/2021	B21-001597 BLDG REIMB 8921	828.00	828.00
	Voucher:							
15623	8/19/2021	00199	JURUPA COMMUNITY SERVICE	23875-003	8/4/2021	JCSD WATER CHARGES	1,299.44	
	Voucher:			23828-003	8/4/2021	JCSD WATER CHARGES	534.12	
				23829-003	8/4/2021	JCSD WATER CHARGES	292.44	
				28035-003	8/4/2021	9801 FAIRFOR (IRR)	266.30	
				23342-003	8/4/2021	JCSD WATER CHARGES	264.18	
				25472-003	8/4/2021	JCSD WATER CHARGES	251.78	
				21933-002	8/4/2021	JCSD WATER CHARGES	198.46	
				40163-003	8/4/2021	IRR WATER CHARGES	192.10	
				23343-002	8/4/2021	JCSD WATER CHARGES	166.66	3,465.48
15624	8/19/2021	00199	JURUPA COMMUNITY SERVICE	43074-002	8/11/2021	CFD WATER CHARGES	912.30	
	Voucher:			41885-002	8/11/2021	CFD WATER CHARGES	626.76	
				41884-002	8/11/2021	CFD WATER CHARGES	582.18	
				40893-002	8/11/2021	CFD WATER CHARGES	580.06	
				40265-002	8/11/2021	LLMD WATER CHARGES	537.98	
				43927-003	8/11/2021	CFD WATER CHARGES	451.44	
				40264-002	8/11/2021	LLMD WATER CHARGES	423.50	
				41009-002	8/11/2021	LLMD WATER CHARGES	385.02	
				43864-002	8/11/2021	CFD IRR WATER CHARGES	368.38	
				43055-002	8/11/2021	LLMD WATER CHARGES	359.90	
				43381-002	8/11/2021	LLMD WATER CHARGES	304.78	
				40916-002	8/11/2021	LLMD WATER CHARGES	276.90	
				43868-002	8/11/2021	CFD IRR WATER CHARGES	253.78	
				40164-002	8/11/2021	IRR WATER CHARGES	246.98	
				40895-002	8/11/2021	CFD WATER CHARGES	115.78	
				41885-002	6/30/2021	CFD WATER CHARGES	109.41	
				21722-002	8/11/2021	LLMD WATER CHARGES	92.34	
				42064-002	8/11/2021	LLMD WATER CHARGES	87.66	
				21845-002	8/11/2021	LLMD WATER CHARGES	75.38	
				21723-002	8/11/2021	LLMD WATER CHARGES	45.70	6,836.23

Bank : chase CHASE BANK		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
15625	8/19/2021	00199	JURUPA COMMUNITY SERVICE	42322-002	7/28/2021	LLMD WATER CHARGES	1,214.26
	Voucher:		21846-002	7/28/2021	LLMD WATER CHARGES	1,068.36	
			30161-003	7/28/2021	LLMD WATER CHARGES	945.02	
			42890-002	7/28/2021	LLMD WATER CHARGES	852.12	
			21562-002	7/28/2021	LLMD WATER CHARGES	711.50	
			21844-002	7/28/2021	LLMD WATER CHARGES	701.60	
			41542-002	7/28/2021	LLMD WATER CHARGES	694.86	
			21576-002	7/28/2021	LLMD WATER CHARGES	608.32	
			41535-002	7/28/2021	LLMD WATER CHARGES	590.66	
			24035-002	7/28/2021	LLMD WATER CHARGES	510.80	
			15160-002	7/28/2021	WATER & SEWER	409.40	
			30163-003	7/28/2021	LLMD WATER CHARGES	402.30	
			23830-003	7/28/2021	LLMD WATER CHARGES	283.58	
			30160-003	7/28/2021	LLMD WATER CHARGES	268.42	
			21573-004	7/28/2021	LLMD WATER CHARGES	251.78	
			42271-002	7/28/2021	LLMD WATER CHARGES	240.46	
			34405-003	7/28/2021	LLMD WATER CHARGES	139.10	
			43371-002	7/28/2021	LLMD WATER CHARGES	134.86	
			37986-004	7/28/2021	LLMD WATER CHARGES	132.74	
			30162-003	7/28/2021	LLMD WATER CHARGES	122.46	
			21574-005	7/28/2021	LLMD WATER CHARGES	107.30	
			21575-002	7/28/2021	LLMD WATER CHARGES	92.46	
			22280-002	7/28/2021	LLMD WATER CHARGES	67.02	
			30159-003	7/28/2021	LLMD WATER CHARGES	60.66	
			37985-003	7/28/2021	LLMD WATER CHARGES	52.06	
			41478-001	7/28/2021	WATER & SEWER	32.90	10,695.00
15626	8/19/2021	02838	LAWSON, TROY	B21-000298	8/13/2021	B21-000298 BLDG REIMB 617:	747.90
	Voucher:						747.90

Bank : chase CHASE BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
15627	8/19/2021 Voucher:	00685	LENNAR HOMES OF CA	B20-002059-CD\	8/13/2021	B20-002059-CDWD BLDG REI	5,000.00	
				B20-002062-CD\	8/13/2021	B20-002062-CDWD BLDG REI	5,000.00	
				B20-002060-CD\	8/13/2021	B20-002060-CDWD BLDG REI	4,655.00	
				B20-002061-CD\	8/13/2021	B20-002061-CDWD BLDG REI	4,655.00	
				B20-002063-CD\	8/13/2021	B20-002063-CDWD BLDG REI	4,655.00	
				B20-002060	8/13/2021	B20-002060 BLDG REIMB 650	621.00	
				B20-002059	8/13/2021	B20-002059 BLDG REIMB 651	514.50	
				B20-002063	8/13/2021	B20-002063 BLDG REIMB 651	408.00	
				B20-002062	8/13/2021	B20-002062 BLDG REIMB 651	372.50	
				B20-002061	8/13/2021	B20-002061 BLDG REIMB 650	159.50	
15628	8/19/2021	02903	LOPEZ, JOSE	B21-001239	8/13/2021	B21-001239 BLDG REIMB 635	286.50	26,040.50
	Voucher:						286.50	
15629	8/19/2021	00192	LORD CONSTRUCTORS, INC	BD-2018-17687	8/13/2021	BD-2018-17687 BLDG REIMB 9	9,373.38	9,373.38
	Voucher:							
15630	8/19/2021	00244	LOWE'S HIW, INC	080221	8/2/2021	JUL 2021	463.69	463.69
	Voucher:							
15631	8/19/2021	01935	MANASRAH, FATHI	BD-2018-15096	8/13/2021	BD-2018-15096 BLDG REIMB 9	1,195.38	1,195.38
	Voucher:							
15632	8/19/2021	02881	MIRELES, CARMEN	MA21197	8/13/2021	MA21197 PLAN REIMB 6280 M	50.00	50.00
	Voucher:							
15633	8/19/2021	02542	MJS ALARM CORPORATION	475808	8/1/2021	AUG 2021 FIRE ALARM- 5293	193.00	193.00
	Voucher:							
15634	8/19/2021	00848	MOBILE MODULAR STORAGE	300511358	7/20/2021	AUG 2021 STORAGE CONT#7	125.10	245.03
	Voucher:			300497520	7/1/2021	JUL 2021 STORAGE CONT#7	119.93	

Bank : chase CHASE BANK		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
15635	8/19/2021	01517 OFFICE DEPOT, INC	184878389001	7/29/2021	OFFICE SUPPLIES	335.38	
	Voucher:		186562313001	8/11/2021	OFFICE SUPPLIES	315.96	
			183107618002	7/21/2021	OFFICE SUPPLIES	214.61	
			186989613001	8/4/2021	OFFICE SUPPLIES	190.31	
			184853303001	7/29/2021	OFFICE SUPPLIES	150.45	
			186820717001	8/6/2021	OFFICE SUPPLIES	112.05	
			181348955001	6/30/2021	OFFICE SUPPLIES	78.13	
			179246557001	7/23/2021	OFFICE SUPPLIES	77.57	
			181348955002	7/8/2021	OFFICE SUPPLIES	70.29	
			186813007001	8/9/2021	OFFICE SUPPLIES	67.86	
			179246629001	7/22/2021	OFFICE SUPPLIES	58.16	
			182740038001	7/13/2021	OFFICE SUPPLIES	48.01	
			183405226001	7/16/2021	OFFICE SUPPLIES	43.72	
			183107618001	7/15/2021	OFFICE SUPPLIES	38.61	
			183400660001	7/16/2021	OFFICE SUPPLIES	38.37	
			178642667001	7/22/2021	OFFICE SUPPLIES	25.05	
			186804068001	8/6/2021	OFFICE SUPPLIES	19.91	
			183400660003	8/2/2021	OFFICE SUPPLIES	16.69	
			179246683001	7/22/2021	OFFICE SUPPLIES	12.69	
			183405228001	7/16/2021	OFFICE SUPPLIES	10.01	
			183400660002	7/26/2021	OFFICE SUPPLIES	9.79	
			181755451001	7/7/2021	OFFICE SUPPLIES	9.69	
			186813006001	8/6/2021	OFFICE SUPPLIES	6.45	1,949.76
15636	8/19/2021	00245 ORTIZ, ROGELIO	21374	8/2/2021	STAFF SHIRTS ADMIN SVCS	249.81	249.81
	Voucher:						
15637	8/19/2021	02908 PEREZ, RIGOBERTO	B21-001201	8/13/2021	B21-001201 BLDG REIMB 110	86.50	86.50
	Voucher:						
15638	8/19/2021	01228 PUBLIC AGENCY RETIREMEN	48728	8/9/2021	JUN 2021 REP FEES	347.79	347.79
	Voucher:						
15639	8/19/2021	02909 RAMIREZ, ROBERTO	B21-001712	8/13/2021	B21-001712 BLDG REIMB 922	447.40	447.40
	Voucher:						
15640	8/19/2021	00892 RICKS HEATING AND AIR CON	2382	7/21/2021	REPAIRED REFRIGERATOR: (340.00	340.00
	Voucher:						
15641	8/19/2021	00262 RIVSIDE CNTY DEPT ANIMAL	AN0000002212	5/17/2021	APR 2021 ANIMAL SVCS	14,326.10	14,326.10
	Voucher:						

Bank : chase CHASE BANK		(Continued)							
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total		
15642	8/19/2021	02629	ROGERS, SPENCER	MA19220	8/13/2021	MA19220 PLAN REIMB 8181 J	695.01	695.01	
	Voucher:								
15643	8/19/2021	00232	SANTA ANA WATERSHED PRCMSAR2022-05		6/22/2021	FY21/22 TMDL TASK FORCE F	14,191.00	14,191.00	
	Voucher:								
15644	8/19/2021	01516	SANTA FE BUILDING MAINTEN19901		7/31/2021	JUL 2021 CITY HALL MAINT.	3,282.00		
	Voucher:		19916		7/31/2021	COVID-19 JUL 2021 CITY HAL	2,478.00		
			19937		7/31/2021	TOUCHLESS SOAP DISPENC	464.32	6,224.32	
15645	8/19/2021	02904	SLAYDEN, MICHELLE	B20-001681	8/13/2021	B20-001681 BLDG REIMB 630	276.35	276.35	
	Voucher:								
15646	8/19/2021	01253	SOFTSCAPES CORPORATION2178		7/2/2021	JUL 2021 ZONE 16 LANDSCA	8,200.00		
	Voucher:		2179		7/2/2021	JUL 2021 CITY HALL LANDSC.	150.00	8,350.00	
15647	8/19/2021	00246	STATE OF CALIFORNIA DOJ, [522913		6/30/2021	JUN 2021 LAB SVCS- SHERIF	420.00		
	Voucher:		522950		6/30/2021	JAN, MAR, APR 2021 LAB SVC	245.00	665.00	
15648	8/19/2021	02914	TIME AND ALARM SYSTEMS	75335	7/22/2021	FY21/22 SECURITY MONITOR	432.00	432.00	
	Voucher:								
15649	8/19/2021	01883	TRAFFIC MANAGEMENT INC.	759808	7/31/2021	RED PAINT, HEAVY DUTY AN	4,443.02		
	Voucher:		764366		7/31/2021	WHITE PAINT	694.46	5,137.48	
15650	8/19/2021	01733	UNIFIRST CORPORATION	3251685199	7/5/2021	JUL 2021 UNIFORM CLEANIN	63.52		
	Voucher:		3251687619		7/12/2021	JUL 2021 UNIFORM CLEANIN	60.79		
			3251690036		7/19/2021	JUL 2021 UNIFORM CLEANIN	60.79		
			3251692443		7/26/2021	JUL 2021 UNIFORM CLEANIN	60.79		
			3251661006		4/26/2021	APR 2021 UNIFORM CLEANIN	60.79		
			3251663449		5/3/2021	MAY 2021 UNIFORM CLEANIN	60.79		
			3251665874		5/10/2021	MAY 2021 UNIFORM CLEANIN	60.79		
			3251668289		5/17/2021	MAY 2021 UNIFORM CLEANIN	60.79		
			3251670678		5/24/2021	MAY 2021 UNIFORM CLEANIN	60.79		
			3251673096		5/31/2021	MAY 2021 UNIFORM CLEANIN	60.79		
			3251675535		6/7/2021	JUN 2021 UNIFORM CLEANIN	60.79		
			3251677952		6/14/2021	JUN 2021 UNIFORM CLEANIN	60.79		
			3251680359		6/21/2021	JUN 2021 UNIFORM CLEANIN	60.79		
			3251682790		6/28/2021	JUN 2021 UNIFORM CLEANIN	60.79	853.79	
15651	8/19/2021	02057	WEST VALLEY WATER DISTRI081021		8/10/2021	JUL 2021-1090 HALL	59.51	59.51	
	Voucher:								
15652	8/19/2021	02745	WULFF, HANSEN & CO	073121	7/31/2021	EXPENSE REIMB- 5293 MISSI	2,325.00	2,325.00	
	Voucher:								

Sub total for CHASE BANK: 2,190,868.17

CASH REQUIREMENTS**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 07/28/21: \$154,964.48**

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)	154,964.48
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	154,964.48
	TOTAL MANUAL CHECKS/UPDATES	2,869.46
	CASH REQUIRED BEFORE REMAINING D / W / L	157,833.94
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	24,939.93
	CASH REQUIRED FOR CHECK DATE 07/28/21	182,773.87

TRANSACTION DETAIL

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
07/27/21	JPMORGAN CHASE BANK,	xxxxxx176	Direct Deposit	Net Pay Allocations	119,450.28	119,450.28
				EFT FOR 07/27/21		119,450.28
07/28/21	JPMORGAN CHASE BANK,	xxxxxx176	Taxpay®	Employee Withholdings		
				Medicare	2,417.26	
				Fed Income Tax	18,516.76	
				CA Income Tax	8,839.00	
				CA Disability	2,000.50	
				Total Withholdings	31,773.52	
				Employer Liabilities		
				Medicare	2,420.13	
				CA Disability	1.20	
				CA Unemploy	1,287.17	
				CA Emp Train	32.18	
				Total Liabilities	3,740.68	35,514.20
				EFT FOR 07/28/21		35,514.20
				TOTAL EFT		154,964.48

MANUAL CHECKS/UPDATES - These amounts are for previously calculated checks that were issued by you. You may have already deducted these funds from your account.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
07/28/21	Refer to your records for account Information		Payroll	Check Amounts	2,869.46	
				TOTAL MANUAL CHECKS/UPDATES		2,869.46

CASH REQUIREMENTS**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 08/05/21: \$3,206.28**

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)	3,206.28
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	3,206.28
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	5,825.00
	CASH REQUIRED FOR CHECK DATE 08/05/21	9,031.28

TRANSACTION DETAIL

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
08/04/21	JPMORGAN CHASE BANK,	xxxxxx176	Direct Deposit	Net Pay Allocations	2,873.51	2,873.51
EFT FOR 08/04/21						2,873.51
08/05/21	JPMORGAN CHASE BANK,	xxxxxx176	Taxpay®	Employee Withholdings		
				Medicare	99.41	
				Fed Income Tax	27.08	
				Total Withholdings	126.49	
				Employer Liabilities		
				Medicare	99.41	
				CA Disability	82.27	
				CA Unemploy	24.00	
				CA Emp Train	0.60	
				Total Liabilities	206.28	332.77
EFT FOR 08/05/21						332.77
TOTAL EFT						3,206.28

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
08/05/21	Refer to your records for account Information		Payroll	Employee Deductions		
				457b EE Pretax	3,686.22	
				EE Post-Tax Other In	169.44	
				EE Pretax FSA	229.16	
				EE Pretax Other Ins	497.67	
				TO-PIA DEN EE PRE	247.68	
				TO-PIA MED EE PRE	769.83	
				Total Deductions	5,600.00	

CASH REQUIREMENTS**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 08/11/21: \$200,768.52**

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)		200,768.52
CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT		200,768.52
TOTAL MANUAL CHECKS/UPDATES		7,816.66
CASH REQUIRED BEFORE REMAINING D / W / L		208,585.18
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES		62,177.56
CASH REQUIRED FOR CHECK DATE 08/11/21		270,762.74

TRANSACTION DETAIL

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
08/10/21	JPMORGAN CHASE BANK,	xxxxxx176	Direct Deposit	Net Pay Allocations	146,278.12	146,278.12
08/11/21	JPMORGAN CHASE BANK,	xxxxxx176	Taxpay®			
				EFT FOR 08/10/21		146,278.12
				Employee Withholdings		
				Medicare	3,169.47	
				Fed Income Tax	29,384.17	
				CA Income Tax	14,731.45	
				CA Disability	2,561.35	
				Total Withholdings	49,846.44	
				Employer Liabilities		
				Medicare	3,171.67	
				CA Disability	0.90	
				CA Unemploy	1,435.49	
				CA Emp Train	35.90	
				Total Liabilities	4,643.96	54,490.40
				EFT FOR 08/11/21		54,490.40
				TOTAL EFT		200,768.52

MANUAL CHECKS/UPDATES - These amounts are for previously calculated checks that were issued by you. You may have already deducted these funds from your account.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		TOTAL
08/11/21	Refer to your records for account Information		Payroll	Check Amounts	7,816.66	
				TOTAL MANUAL CHECKS/UPDATES		7,816.66



July 2021						
S	M	T	W	T	F	S
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

New Balance
\$6,244.67
Minimum Payment Due
\$1,248.00
Payment Due Date
07/15/21



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: [REDACTED]

Previous Balance	\$5,906.00
Payment, Credits	-\$5,906.00
Purchases	+\$6,244.67
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$6,244.67
Opening/Closing Date	05/22/21 - 06/21/21
Credit Limit	\$25,000
Available Credit	\$18,755
Cash Access Line	\$1,250
Available for Cash	\$1,250
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00



ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/24	APPLE.COM/BILL 866-712-7753 CA <u>Apple Music</u>	9.99
05/26	AMZN Mktp US*2R2T53AG2 Amzn.com/bill WA <u>Office Supplies</u>	83.49
05/26	Amazon Prime*2R6G780R2 Amzn.com/bill WA <u>Monthly Membership</u>	14.00
05/30	TYPITO.COM HTTPSTYPITO.C DE <u>Video Maker</u>	29.00
05/30	APPLE.COM/BILL 408-974-1010 CA <u>iCloud Storage Monthly</u>	2.99
06/01	VONS #2688 EASTVALE CA <u>Luncheon</u>	47.47
06/01	ZOOM.US 888-799-9666 WWW.ZOOM.US CA <u>Standard Biz Monthly</u>	199.90
06/08	AMZN Mktp US*2X7EY23I2 Amzn.com/bill WA <u>ID Badge Holders</u>	64.56
06/10	VONS #2659 RIVERSIDE CA <u>Luncheon</u>	37.40
06/17	PIZZA JAZZ LLC RIVERSIDE CA <u>Luncheon</u>	520.60
06/17	WAL-MART #5663 JURUPA VALLEY CA <u>Luncheon</u>	24.27
06/17	VONS #2688 EASTVALE CA <u>Luncheon</u>	82.98
06/17	99 CENTS ONLY STORES #285 RIVERSIDE CA <u>Luncheon</u>	10.73
	TERRI ROLLINGS	
	TRANSACTIONS THIS CYCLE (CARD 4916) \$1127.38	
06/09	Payment Thank You - Web	-5,906.00
06/02	PAYFLOW/PAYPAL PAYFLOW-SUPPO NE <u>Payment Portal</u>	25.00
06/15	JOBS AVAILABLE INC .JOBSAVAILABL CA <u>Job Add</u>	429.00
06/18	SMART AND FINAL 316 RIVERSIDE CA <u>Vaccine 6/17 Avalon Park</u>	93.25
06/18	COSTCO WHSE #0432 CORONA CA <u>Vaccine 6/17 Avalon Park</u>	915.85
06/19	SPOTLESS EXPRESS CAR WASH 951-934-3959 CA <u>Monthly Carwash Memb.</u>	270.00
	CONSUELO L CARDENAS	
	TRANSACTIONS THIS CYCLE (CARD 5666) \$4172.90-	
	INCLUDING PAYMENTS RECEIVED	
05/19	MARRIOTT NEWPORT BEACH NEWPORT BCH CA <u>CALBO Event</u>	299.68
05/20	MARRIOTT NEWPORT BEACH NEWPORT BCH CA <u>CALBO Event</u>	180.32
05/20	MARRIOTT NEWPORT BEACH NEWPORT BCH CA <u>CALBO Event</u>	180.32
05/26	BASS PRO-ONLINE U.S. 800-227-7776 MO <u>Pepper Spray For Code Officers</u>	48.47
05/24	AMZN Mktp US*2R0I39D71 Amzn.com/bill WA <u>Pepper Spray For Code Officers</u>	71.06
05/24	CACEO 916-4922223 CA <u>Training</u>	200.00
06/03	CACEO 916-4922223 CA <u>Training</u>	600.00
06/07	AMERICAN ASSOC OF CODE 303-5793505 CO <u>Member Dues</u>	75.00
06/08	INT'L CODE COUNCIL INC 888-422-7233 IL <u>Exam</u>	219.00
06/09	INT'L CODE COUNCIL INC 888-422-7233 IL <u>Training</u>	268.59
06/09	CACEO 916-4922223 CA <u>Membership Dues</u>	95.00
06/10	INT'L CODE COUNCIL INC 888-422-7233 IL <u>Exam</u>	219.00
06/10	INT'L CODE COUNCIL INC 888-422-7233 IL <u>Exam</u>	219.00
06/10	INT'L CODE COUNCIL INC 888-422-7233 IL <u>Exam</u>	219.00
06/10	INT'L CODE COUNCIL INC 888-422-7233 IL <u>Exam</u>	219.00
06/14	RSCCD TUITION & FEES WEB 714-5646430 CA <u>Tuition S.O.</u>	220.75
06/16	INT'L CODE COUNCIL INC 888-422-7233 IL <u>Training</u>	50.00
	KEITH CLARKE	
	TRANSACTIONS THIS CYCLE (CARD 5035) \$3384.19	

2021 Totals Year-to-Date

Total fees charged in 2021	\$39.00
Total interest charged in 2021	\$0.00

City of Jurupa Valley

STAFF REPORT

DATE: SEPTEMBER 2, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

**FROM: ROD BUTLER, CITY MANAGER
PAUL TOOR, PUBLIC WORKS DIRECTOR/CITY ENGINEER**

SUBJECT: AGENDA ITEM NO. 11.C

**APPROVAL TO PURCHASE ONE FORD ESCAPE HYBRID FROM
FRITTS FORD**

RECOMMENDATION

- 1) That the City Council approve the purchase of one Ford Escape Hybrid vehicle, utilizing funding from the Assembly Bill 2766 Program of the South Coast Air Quality Management District.

BACKGROUND

The City has been making a reasonable effort to gradually acquire its own vehicles since its incorporation in 2011. In March 2015, the City Council approved the purchase of eight pick-up trucks to be used by the Code Enforcement staff, Public Works staff, and the Building Inspection staff. In January 2020, the City Council approved the purchase of three more vehicles. Of the vehicles purchased to date, the Public Works Department currently utilizes four pick-up trucks and one compact vehicle for inspector use.

The aforementioned vehicle purchases were made possible through Assembly Bill 2766 ("AB 2766"), which formed the Motor Vehicle Subvention Fund Program ("Program"). The funds from the Program are distributed by the South Coast Air Quality Management District ("SCAQMD"). SCAQMD provides funding to cities and counties to assist in developing clean transportation programs and reducing vehicle emissions.

ANALYSIS

As City staff continues to grow and services are brought in-house, the need for more City vehicles has become apparent. The Public Works Department anticipates recruiting more in-house staff and purchasing a new Ford Escape Hybrid which will help staff to complete day-to-day responsibilities and functions. The Ford Escape Hybrid was primarily considered because the City already owns three and have not encountered any issues

with their performance. The vehicle also meets low emission standards, which enables the City to use SCAQMD funding.

To ensure fiscal responsibility, City staff solicited proposals from three local dealerships for the 2021 Ford Escape Hybrid. The dealerships disclosed that due to COVID-19, chip manufacturing is heavily disrupted and that while an order can be placed now, the vehicle will not be ready until early 2022. Of the proposals received, Fritts Ford in Riverside provided the most competitive pricing by offering the City a 2022 Ford Escape Hybrid for the price of the 2021 model.

The Public Works Department anticipates more vehicles will need to be purchased as services are brought in-house and positions are filled. City staff is continuing to explore potential funding opportunities for these future purchases.

FINANCIAL IMPACT

The cost of one 2022 Ford Escape Hybrid is \$27,564.95. If approved, the funding will come from the AB 2766 Program of the SCAQMD.

ALTERNATIVES

1. Not approve the vehicle purchase
2. Seek other vendors

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

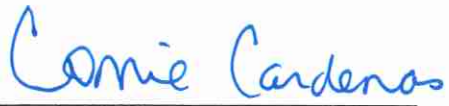
Prepared by:


Andrea Mejia
Senior Management Analyst

Reviewed by:


Paul Toor
Public Works Director/City Engineer

Reviewed by:


Connie Cardenas
Director of Administrative Services

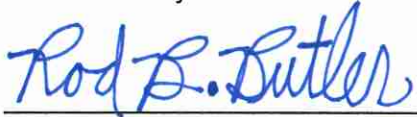
Reviewed by:


Michael Flad
Assistant City Manager

Approved as to Form:


Peter M. Thorson
City Attorney

Submitted by:


Rod B. Butler
City Manager

Attachments:

A. Ford Escape Hybrid Vehicle Specifications

2021 Escape

VIRTC1DP

V4.58
5432

EN

CNGP530

VEHICLE ORDER CONFIRMATION

07/12/21 14:38:18

==>

Dealer: F71155

2021 ESCAPE

Page: 1 of 1

Order No: 0000 Priority: J3 Ord FIN: QD677 Order Type: 5B Price Level: 130
Ord Code: 201A Cust/Flt Name: JURUPA PO Number:

RETAIL

RETAIL

UOB	SE FHEV FWD	\$28030	SP DLR ACCT ADJ	
	.106.7" WB		SP FLT ACCT CR	
YZ	OXFORD WHITE		FUEL CHARGE	
4	UNIQUE CLTH STS		B4A NET INV FLT OPT	NC
H	EBONY		PRICED DORA	NC
201A	EQUIP GRP		DEST AND DELIV	1245
	.AUTO CLIMATE		TOTAL BASE AND OPTIONS	29275
99Z	.2.5L I-VCT ENG	NC	TOTAL	29275
445	.ECVT TRANS	NC	*THIS IS NOT AN INVOICE*	
	225/65R17 TIRES			
	JOB #2 ORDER			
	FLEET SPCL ADJ	NC		
	TIRE INFT KIT			
	17" ALUM WHEEL			

153 FRT LICENSE BKT NC

F1=Help

F2=Return to Order

, F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC05557

J3 Build date = 3rd week of Oct

V1DP0782

2,6

25,565.38
8.75 tire fee
9.52 CVR fee
1,981.32 7.75 tax

27,564.95

Thanks
Vikij @ Fritts Ford

Andrea Mejia

From: Vikiy Garay <vgaray@frittsford.com>
Sent: Friday, August 13, 2021 9:01 AM
To: Andrea Mejia
Subject: RE: Escape

Good morning,

I did hear back from Ford on the Escape, the 2021 Escape will probably NOT get built but the good news is, I can offer the 2022 at the same cost. Ford will price protect the quote I gave you. The 2022 order bank opens on Aug 29 so we could order it then.

Thank you
Vikiy Garay
Fritts Ford

From: Andrea Mejia [<mailto:amejia@jurupavalley.org>]
Sent: Wednesday, August 11, 2021 5:16 PM
To: Vikiy Garay <vgaray@frittsford.com>
Subject: RE: Escape

What does 'build out' mean? Is Ford trying to phase out the 2021 model for the 2022 model? We won't be able to take this to our City Council until early September. I'll wait to hear back from you. Thanks!

Andrea

From: Vikiy Garay <vgaray@frittsford.com>
Sent: Wednesday, August 11, 2021 4:58 PM
To: Andrea Mejia <amejia@jurupavalley.org>
Subject: RE: Escape

Andrea,

Ford has put this vehicle in 'build out' I am going to go ahead and put it in the order banks but I'm not sure a 2021 model will get built. I also have a call into Ford Fleet to see if we can honor the price for a 2022 model. Please give me until tomorrow afternoon to see what Ford Says.

Thanks
Vikiy

From: Andrea Mejia [<mailto:amejia@jurupavalley.org>]
Sent: Wednesday, August 11, 2021 4:32 PM
To: Vikiy Garay <vgaray@frittsford.com>
Subject: RE: Escape

Hi Vikiy,

Just checking in to make sure there have been no price changes and \$27,564.95 is what we can still expect. We are planning to request approval to purchase soon and I just want to make sure this number is still accurate. Thanks, Vikiy!

Andrea Mejia

City of Jurupa Valley

STAFF REPORT

DATE: SEPTEMBER 2, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROD BUTLER, CITY MANAGER
BY: PAUL TOOR, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
SUBJECT: AGENDA ITEM 11.D

ACCEPTANCE OF OFFERS OF DEDICATION AT THE RUBIDOUX BOULEVARD AND STOCKDALE COURT INTERSECTION (DAVIS JCR RUBIDOUX INDUSTRIAL LAND OWNER, LLC)

RECOMMENDATION

It is recommended that the City Council:

1. Accept dedication as follows:
 - a.) Accept the offer of dedication of an easement for public road and drainage purposes including public utility and public services purposes over Parcel "A" as shown on Exhibit B of DED21-001.
 - b.) Accept the offer of dedication of an easement for public road and drainage purposes including public utility and public services purposes over Parcel "A" as shown on Exhibit B of DED21-002.
2. Authorize the Director of Public Works and City Clerk to sign the Acceptance of Dedication of DED21-001.
3. Authorize the Director of Public Works and City Clerk to sign the Acceptance of Dedication of DED21-002.

BACKGROUND

At the Director's Hearing on October 20, 2020, the Rubidoux Industrial Center development was conditionally approved. The project proposed to construct five industrial buildings on a 9.95-acre site generally located at the intersection of Rubidoux Boulevard and Stockdale Court. As part of the conditions of approval, the owner was required to dedicate right-of-way at the north and south corners of the Rubidoux Boulevard and Stockdale Court intersection in order to conform to Riverside County Standard No. 805 and the City's Municipal Code.

The applicant submitted the required corner cut-back offer of dedication documents, staff reviewed the documents, and find them in compliance with the California Government Code (7050), local ordinances, and the conditions of approval for this development.

ANALYSIS

In anticipation of acceptance of the offers of dedications, staff prepared a certificate of acceptance as required by Government Code Section 27281. Acceptance of the offers of dedication will grant the City with the rights over such land to improve and maintain Rubidoux Boulevard parkway to its ultimate General Plan designation.

FISCAL IMPACT


The applicant has completed the formation and annexation process into the City of Jurupa Valley L&LMD 89-1-C for the maintenance of improvements within the public right-of-way and is known as Zone T. The property owners are responsible for the annual payments of the special assessment. The revenue from this special assessment will be deposited into City of Jurupa Valley L&LMD 89-1-C and will be used to pay for the maintenance of parkway landscape, streetlights, and catch basins. Both the revenue and expenses will be part of the City's FY 2022-2023 Adopted Budget, and there is no anticipated impact to the general fund.

ALTERNATIVES

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

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


Reviewed by:


Raul Toor
Director of Public Works

Submitted by:


Rod Butler
City Manager

Prepared by:


Carolina Fernandez
Assistant Engineer

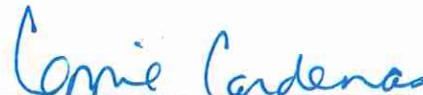
Reviewed by:


Michael Flad
Assistant City Manager

Approved as to form by:


Peter M. Thorson
City Attorney

Reviewed by:


Connie Cardenas
Director of Administrative Services

Attachments:

1. Offer of Dedication DED21-001 and Certificate of Acceptance.
2. Offer of Dedication DED21-002 and Certificate of Acceptance.

ATTACHMENT 1

Offer of Dedication DED21-001 and Certificate of Acceptance

RETURN TO:
CITY OF JURUPA VALLEY
1804 LIMONITE AVE
JURUPA VALLEY, CA. 92509

CERTIFICATE of ACCEPTANCE SEE ATTACHED
(GOVERNMENT CODE SECTION 27281)

APN:178-150-011

DTT: 0

THIS INSTRUMENT IS FOR THE BENEFIT OF THE CITY OF JURUPA VALLEY AND ENTITLED TO BE RECORDED WITHOUT FEE. (GOV. CODE 6103)

OFFER OF DEDICATION

DAVIS JCR RUBIDOUX INDUSTRIAL LAND OWNER LLC, a Delaware limited liability company
(OWNERS)

Grant(s) to the City of Jurupa Valley, a political subdivision, an easement for public road and drainage purposes, including public utility and public services purposes, over, upon, across, and within the real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

SEE LEGAL DESCRIPTION AND PLAT ATTACHED HERETO AS
EXHIBITS "A" AND "B" AND MADE A PART HEREOF


SIGNATURE OF RECORDED OWNER(S) MUST BE NOTARIZED

DAVIS JCR RUBIDOUX INDUSTRIAL LAND OWNER LLC, a Delaware limited liability company

By: Davis JCR Rubidoux Industrial Land Investors LLC, a Delaware limited liability company
Its: Member

By: Davis Clairmont Rubidoux LLC, a Delaware limited liability company
Its: Manager

By: Davis Rubidoux LLC, a Delaware limited liability company
Its: Managing Member

By: 
Name: Daniel Karcher
Title: Authorized Signer

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

STATE OF CALIFORNIA)
)ss.
COUNTY OF Orange)

On August 24, 2021, before me, Heather Santilli, a Notary Public in
and for said County and State, personally appeared
Daniel W. Farther, 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

[Handwritten Signature]



[SEAL]

EXHIBIT "A"
PUBLIC ROAD AND UTILITY EASEMENT
LEGAL DESCRIPTION
DED 21-001

THAT PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 19003, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER DOCUMENT RECORDED ON FEBRUARY 23, 2021 AS INSTRUMENT NO. 2021-0114495 , OF OFFICIAL RECORDS, SAID RIVERSIDE COUNTY LYING WITHIN SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 WEST S.B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL A;

THENCE ALONG THE WESTERLY LINE THEREOF, NORTH 07°15'18" EAST 27.78 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL A;

THENCE LEAVING SAID WESTERLY LINE, ALONG SAID NORTHWESTERLY LINE, NORTH 37°30'41" EAST 15.00 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE, SOUTH 06°54'41" WEST 45.31 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL A;

THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 52°29'19" WEST 9.06 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 282 SQUARE FEET, MORE OR LESS.

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

PREPARED BY ME OR UNDER MY DIRECTION.



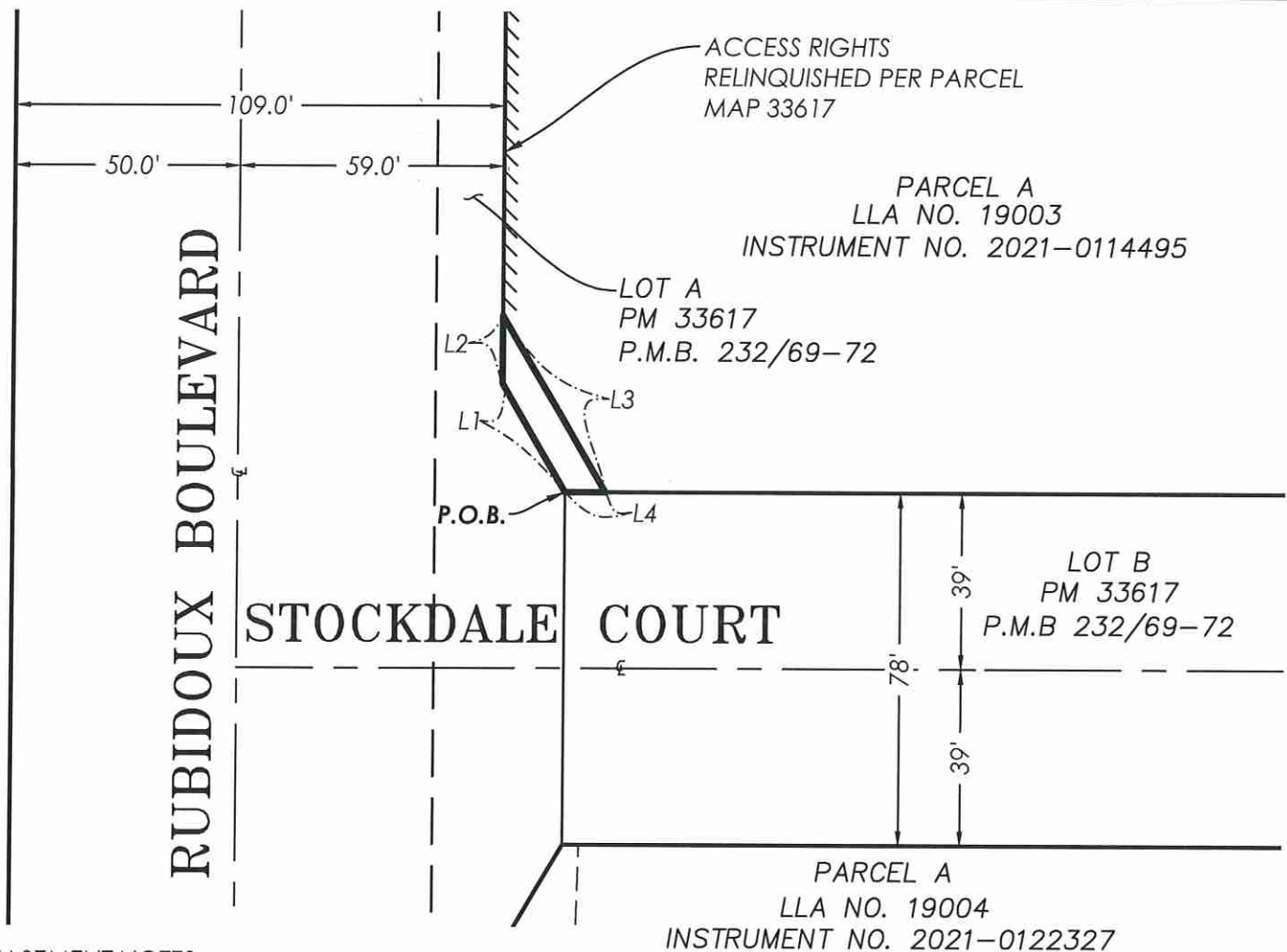
MICHAEL JAMES KNAPTON
P.L.S. 8012
REV: 06/30/2021

8/24/21
DATE



EXHIBIT "B"
PUBLIC ROAD AND UTILITY EASEMENT
DED 21-001

SHEET 1 OF 1

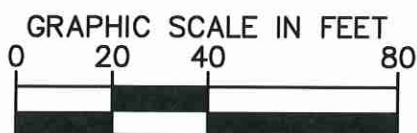


EASEMENT NOTES:

- EASEMENT FOR SMOKE, GRASS, DIRT, AND VAPOR OF ANY KIND OF CHARACTER SUBMITTED, PRODUCED OR COMING FROM THE CEMENT PLANT, QUARRIES AND ROCK CRUSHER PURPOSES PER DOC. REC. 6/22/1917 IN BK 463, PG 161 OF DEEDS (BLANKET IN NATURE)

LEGEND

- LIMITS OF RIGHT OF WAY DEDICATION AREA = 282 SQ. FT.
- P.O.B.** POINT OF BEGINNING
- ACCESS RIGHTS RELINQUISHED PER PM NO. 33617



Kimley»Horn

401 B STREET, SUITE 600, SAN DIEGO, CA 92101
 PHONE: 619-234-9411
 WWW.KIMLEY-HORN.COM



S.10, T.2S, R.5W

LINE DATA TABLE

-	BEARING	LENGTH
L1	N07° 15' 18"E	27.78'
L2	N37° 30' 41"E	15.00'
L3	S06° 54' 41"W	45.31'
L4	N52° 29' 19"W	9.06'

ATTACHMENT 2

Offer of Dedication DED21-002 and Certificate of Acceptance.

RETURN TO:
CITY OF JURUPA VALLEY
1804 LIMONITE AVE
JURUPA VALLEY, CA. 92509

CERTIFICATE of ACCEPTANCE SEE ATTACHED
(GOVERNMENT CODE SECTION 27281)

APN:178-150-017

DTT: 0

THIS INSTRUMENT IS FOR THE BENEFIT OF THE CITY OF JURUPA VALLEY AND ENTITLED TO BE RECORDED WITHOUT FEE. (GOV. CODE 6103)

OFFER OF DEDICATION

DAVIS JCR RUBIDOUX INDUSTRIAL LAND OWNER LLC, a Delaware limited liability company
(OWNERS)

Grant(s) to the City of Jurupa Valley, a political subdivision, an easement for public road and drainage purposes, including public utility and public services purposes, over, upon, across, and within the real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

SEE LEGAL DESCRIPTION AND PLAT ATTACHED HERETO AS
EXHIBITS "A" AND "B" AND MADE A PART HEREOF

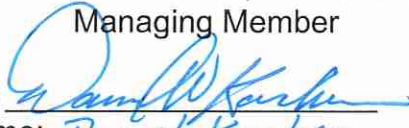
SIGNATURE OF RECORDED OWNER(S) MUST BE NOTARIZED

DAVIS JCR RUBIDOUX INDUSTRIAL LAND OWNER LLC, a Delaware limited liability company

By: Davis JCR Rubidoux Industrial Land Investors LLC, a Delaware limited liability company
Its: Member

By: Davis Clairmont Rubidoux LLC, a Delaware limited liability company
Its: Manager

By: Davis Rubidoux LLC, a Delaware limited liability company
Its: Managing Member

By: 
Name: Daniel Karcher
Title: Authorized Signer

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

STATE OF CALIFORNIA)
)ss.
COUNTY OF Orange)

On August 24, 2021, before me, Heather Santilli, a Notary Public in
and Daniel W. Karcher for said County and State, personally appeared
Daniel W. Karcher, 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

Heather Santilli



[SEAL]

EXHIBIT "A"
PUBLIC ROAD AND UTILITY EASEMENT
LEGAL DESCRIPTION
DED 21-002

THAT PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 19004, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER DOCUMENT RECORDED ON FEBRUARY 25, 2021 AS INSTRUMENT NO. 2021-0122327, OF OFFICIAL RECORDS, SAID RIVERSIDE COUNTY LYING WITHIN SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 WEST S.B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL A;

THENCE ALONG THE NORTHEASTERLY LINE THEREOF, SOUTH 52°29'19" EAST 9.13 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 68°08'15" WEST 45.41 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL A;


THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 37°30'41" EAST 15.07 FEET TO THE NORTHERLY LINE OF SAID PARCEL A;

THENCE ALONG SAID NORTHERLY LINE, NORTH 67°46'04" EAST 27.78 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 284 SQUARE FEET, MORE OR LESS.

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

PREPARED BY ME OR UNDER MY DIRECTION.



MICHAEL JAMES KNAPTON
P.L.S. 8012
REV: 06/30/2021

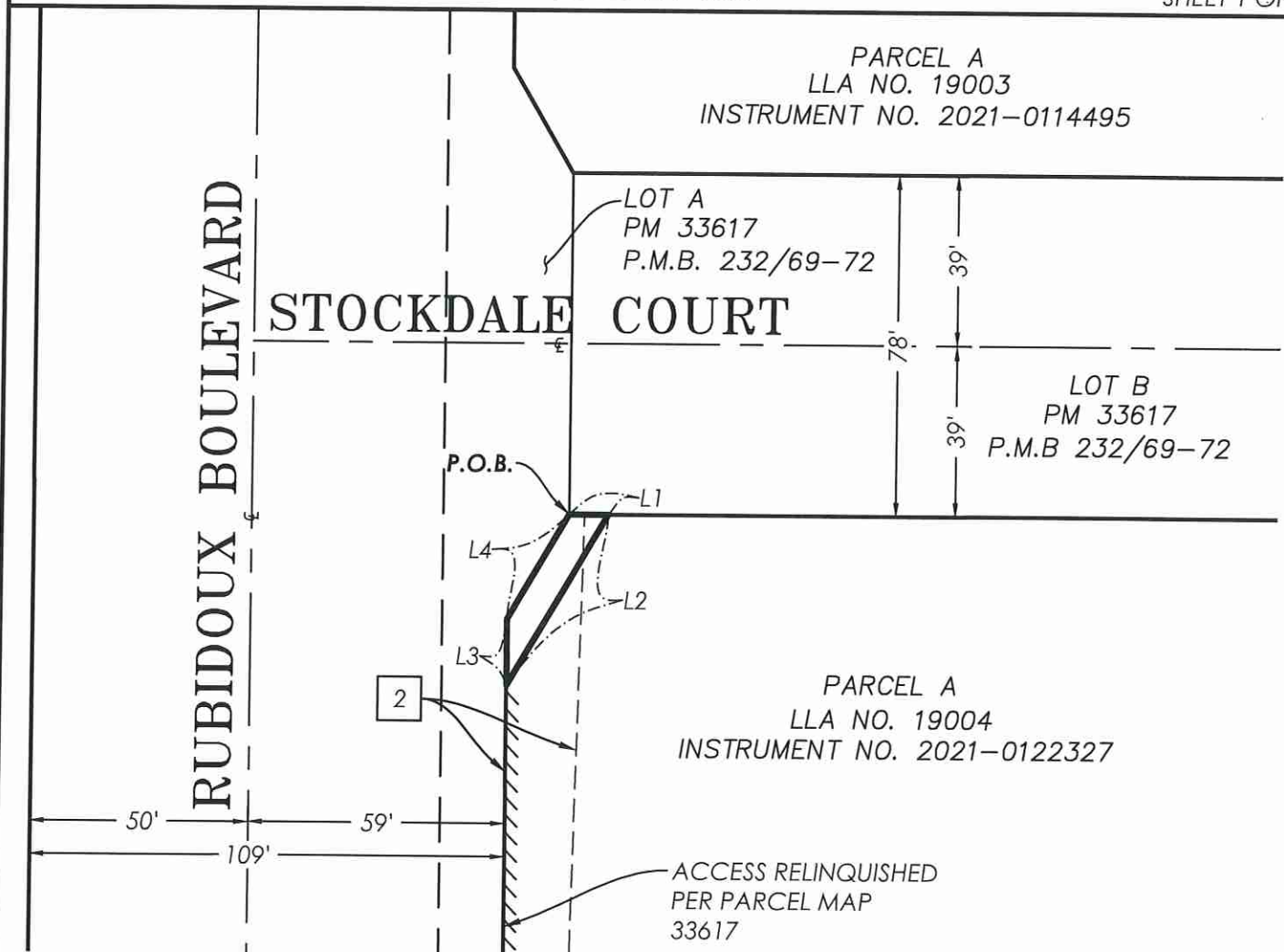
8/24/21

DATE



EXHIBIT "B"
PUBLIC ROAD AND UTILITY EASEMENT
DED 21-002

SHEET 1 OF 1



EASEMENT NOTES:

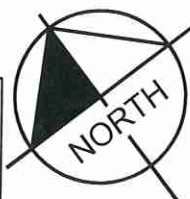
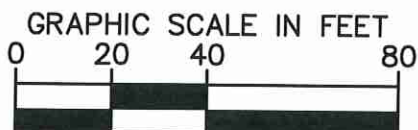
- 1 EASEMENT FOR SMOKE, GRASS, DIRT, AND VAPOR OF ANY KIND OF CHARACTER SUBMITTED, PRODUCED OR COMING FROM THE CEMENT PLANT, QUARRIES AND ROCK CRUSHER PURPOSES PER DOC. REC. 6/22/1917 IN BK 463, PG 161 OF DEEDS (BLANKET IN NATURE)
- 2 RESERVATION OF EASEMENT FOR PRIVATE DRAINAGE PURPOSES AS INDICATED ON PARCEL MAP NO. 33617

LEGEND

- LIMITS OF RIGHT OF WAY DEDICATION AREA = 284 SQ. FT.
- P.O.B.** POINT OF BEGINNING
- ACCESS RIGHTS RELINQUISHED PER PM NO. 33617

LINE DATA TABLE

-	BEARING	LENGTH
L1	S52° 29' 19"E	9.13'
L2	S68° 08' 15"W	45.41'
L3	N37° 30' 41"E	15.07'
L4	N67° 46' 04"E	27.78'



S.10, T.2S, R.5W

Kimley»Horn

401 B STREET, SUITE 600, SAN DIEGO, CA 92101
 PHONE: 619-234-9411
 WWW.KIMLEY-HORN.COM

Vicki Wasko, CMC
City Clerk

City of Jurupa Valley

STAFF REPORT

DATE: SEPTEMBER 2, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROD BUTLER, CITY MANAGER
BY: PAUL TOOR, DIRECTOR OF PUBLIC WORKS
SUBJECT: AGENDA ITEM NO. 11.E

APPROVAL OF FINAL TRACT MAP 36823 LOCATED ON SOUTHWEST CORNER OF LIMONITE AVENUE AND DOWNEY STREET INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION, APPROVAL OF SUBDIVISION AGREEMENTS, AND ACCEPTANCE OF IMPROVEMENT BONDS (RICHMOND AMERICAN HOMES OF MARYLAND, INC.).

RECOMMENDATION

It is recommended that the City Council:

1. Approve Tract Map 36823 and accept the dedications as follows:
 - a.) Accept the real property described as an easement for street and public utility purposes over all of Lots "A" through "I", inclusive as shown on Tract Map 36823.
2. Authorize the Mayor and City Clerk to sign Tract Map 36823; and
3. Approve and authorize the Mayor and City Clerk to execute the Subdivision Agreements; and
4. Accept the surety bonds for construction of related off-site improvements.

BACKGROUND

On April 21, 2016 City Council conditionally approved Tentative Tract Map No. 36823 as part of Resolution 2016-15. Tentative Tract Map No. 36823 proposed to subdivide lots 1 and 2 of Tract Map No. 36822 into 107 lots for residential use. The site is approximately 26.82 acres and it is bounded by Limonite Avenue on the north, and Downey Street to the east. The site is located within the Paradise Knolls Specific Plan area.

The public infrastructure improvements associated with the approval of Tract Map No. 36823 include, but are not limited to, Limonite Avenue roadway and parkway improvements, Limonite Avenue raised landscaped median, Downey Street, Beach Street extension (south of Limonite Avenue) and Beach Street extension raised median, traffic signal installation, streetlighting, and internal streets with landscaped parkway. The scope of the improvements within the Limonite Avenue parkway generally include a Class I meandering trail and landscaping. The scope of the improvements within the Downey Street generally include landscape and a decomposed granite trail along the west side, and sidewalk along the east side of the roadway.

The conditions set forth in Resolution 2016-015 are the combined responsibility of the Master Developer (in ownership of the entire Specific Plan area) and the Planning Areas (PA) specific developers. Richmond American Homes is the developer for PA-1 and PA-2 of the Paradise Knolls Specific Plan area and the applicant for the approval of Tract Map No. 36823. The applicant and the Master Developer are working on satisfying the improvements and conditions required from the development.

Staff has reviewed Tract Map No. 36823 and finds that it is in substantial conformance with the approved Tentative Map. The City Attorney has reviewed and approved to form the Subdivision Agreements. This action approves the Tract Map, Subdivision Agreements, and accepts offers of dedication and the bonds related to the subdivision.

ANALYSIS

Lots "A" through "H" are offered in the map for street and public utility purposes. Acceptance of the dedication of those lots would provide for improvement of public internal roads within the planned residential development. The Developer is responsible for the improvement and maintenance of these until City acceptance of the roads into the City's Roadway Maintenance System.

Lot "I" is offered in the map for street and public utility purposes. Acceptance of the dedication of this lot would provide the needed right-of-way width for the ultimate street improvements along the west side of Downey Street.

Pursuant to the Conditions of Approval, the applicant is relinquishing access rights for all those proposed residential parcels abutting Limonite Avenue and Downey Street. Owners of the parcels will have no rights of access except the general easement of travel.

As required by Resolution 2016-15 the Master Developer formed a Community Facilities District for the operations and maintenance of parkway landscaping, basins, streetlights, and trails, CFD2019-001 Paradise Knolls. The Master Developer is currently processing formation of a Community Facilities District for Public Safety and a Community Facilities District for operations and maintenance of the Open Space (PA-6).

The applicant entered into an agreement with the City for the required public improvements in consideration of the City's Council approval of the map and posted

adequate surety bonds to assure completion of the required improvements. The applicant has placed a cash deposit bond in the amount of \$12,000 for the monumentation of the proposed subdivision.

The City Attorney's office has reviewed and approved the CC&Rs required for the project. The CC&Rs will be recorded concurrently with Tract Map No. 36823.

Pursuant to the provisions of the Subdivision Map Act and the City Municipal Code Title 7, Tract Maps require City Council action for approval, denial, or modifications. Per the Subdivision Map Act Section 66474.1, a legislative body shall not deny approval of a Tract Map if it was previously approved a tentative tract map for the proposed subdivision and if it finds that the Tract Map is in substantial compliance with the previously approved tentative tract map. Staff recommends that the City Council approve Tract Map No. 36823 and accept the offers of dedication, relinquishment of access rights, the subdivision agreements, and bonds.

FISCAL IMPACT

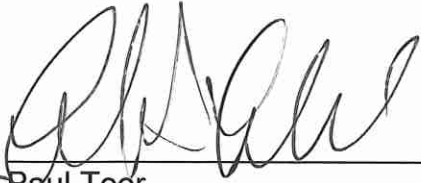
The City will receive development fees and payments as part of the obligations defined in the Municipal Code.

ALTERNATIVES

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

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

Reviewed by:


Raul Toor
Director of Public Works

Submitted by:


Rod Butler
City Manager

Prepared by:


Carolina Fernandez
Assistant Engineer

Reviewed by:


Michael Flad
Assistant City Manager

Approved as to form by:


Peter M. Thorson
City Attorney

Reviewed by:


Connie Cardenas
Director of Administrative Services

Attachments:

1. Exhibit #1 Tract Map No. 36823
2. Exhibit #2 Subdivision Agreement
3. Exhibit #3 Surety Bonds

LOT INFORMATION:

NUMBER LOTS = 108

LETTER LOTS = 9

TOTAL ACREAGE: 26.82 ACRES (GROSS)

16.13 ACRES (NET)

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

TRACT MAP NO. 36823

BEING A SUBDIVISION OF LOTS 1 AND 2 OF TRACT NO. 36822 AS FILED IN BOOK 465 OF MAPS, PAGES 69 THROUGH 73, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, TOGETHER WITH PARCEL "A" PER LOT LINE ADJUSTMENT NO. LLA 19007, INST. NO. 2020-0115685, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN A PORTION OF THE NORTH ONE-HALF OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.M.

ALLARD ENGINEERING

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOT "A" THROUGH LOT "I", INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOT "I", THE OWNER'S OF LOTS 35 THROUGH 41, INCLUSIVE, ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS DEDICATION AS TO THE PART VACATED.

WE HEREBY RETAIN LOT 108 FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS AND ASSIGNEES FOR OPEN SPACE PURPOSES.

THE REAL PROPERTY IS DEDICATED AS A 15' STORM DRAIN EASEMENT FOR PUBLIC PURPOSES WITHIN LOT 108 AS SHOWN HERON.

RICHMOND AMERICAN HOMES OF MARYLAND, INC., A MARYLAND CORPORATION

EDGAR GOMEZ
VICE PRESIDENT - PROJECT MANAGEMENT

NOTARY ACKNOWLEDGEMENT

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

STATE OF)
COUNTY OF)SS

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY

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

MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY
MY COMMISSION NO. _____
MY COMMISSION EXPIRES: _____

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: _____, 20 ____.

CASH OR SURETY BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____
DEPUTY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LEIN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____.

DATE: _____, 20 ____.

MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: _____, DEPUTY

SIGNATURE OMISSION

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

THE SIGNATURE OF THE AUTHORIZED AGENT OF THE STEARNS RANCHO COMPANY AND THE JURUPA LAND AND WATER COMPANY, THE OWNERS OF RIGHTS OF WAYS FOR DITCHES, CANALS OR PIPELINES, AS RECORDED JULY 24, 1897 IN BOOK 31, PAGE 337; MARCH 2, 1899 IN BOOK 69, PAGE 250; APRIL, 1902 IN BOOK 142, PAGE 101 AND JANUARY 8, 1906 IN BOOK 216, PAGE 4, ALL OF DEEDS, OFFICIAL RECORDS OF RIVERSIDE COUNTY. LOCATION INDETERMINATE FROM RECORD.

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20 ____
AT _____ .M. IN BOOK _____ OF MAPS,
AT PAGE _____, AT THE REQUEST OF THE
CITY CLERK OF THE CITY OF JURUPA VALLEY.
NO. _____
FEE _____
PETER ALDANA, ASSESSOR - COUNTY CLERK - RECORDER

BY: _____, DEPUTY

SUBDIVISION GUARANTEE: CHICAGO TITLE COMPANY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PARADISE JURUPA, LLC IN MAY, 2018. I HEREBY STATE THAT ALL THE 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, IF ANY.

DATED: _____

DAVID B. WARREN, L.S. 8244

CITY ENGINEER'S STATEMENT

I, VIRPAL SINGH TOOR, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE TRACT MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL CITY OF JURUPA VALLEY ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____, 20 ____

VIRPAL SINGH TOOR, RCE 46281
CITY ENGINEER

I, MICHAEL D. MYERS, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

MICHAEL D. MYERS, RCE 30702
CITY SURVEYOR

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 OFFER(S) OF DEDICATION MADE HEREON FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES. THE COUNCIL DECLARES THAT THE ACCEPTANCE OF THE OFFER(S) 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 IS FOR STREET AND PUBLIC UTILITY PURPOSES LOT "A" (VENETIAN WAY), LOT "B" (PERSANO STREET), LOT "C" (DONGOLA STREET), LOT "D" (FERDINAND STREET), LOT "E" (CATRIA STREET), LOT "F" (BARB WAY), LOT "G" (ARDENNES STREET), LOT "H" (ARDENNES STREET) AND LOT "I" (DOWNEY STREET).

THE 15' STORM DRAIN EASEMENT WITHIN LOT 108 IS HEREBY ACCEPTED SUBJECT TO IMPROVEMENTS.

DATE: _____, 20 ____

CITY OF JURUPA VALLEY, STATE OF CALIFORNIA

ATTEST:
CITY CLERK

BY: _____
LORENA BARAJAS, MAYOR

BY: _____
VICTORIA WASKO, CITY CLERK

SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.M.

SCHEDULE "A"

TRACT MAP NO. 36823

BEING A SUBDIVISION OF LOTS 1 AND 2 OF TRACT NO. 36822 AS FILED IN BOOK 465 OF MAPS, PAGES 69 THROUGH 73, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, TOGETHER WITH PARCEL "A" PER LOT LINE ADJUSTMENT NO. LLA 19007, INST. NO. 2020-0115685, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA LYING WITHIN A PORTION OF THE NORTH ONE-HALF OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.M.

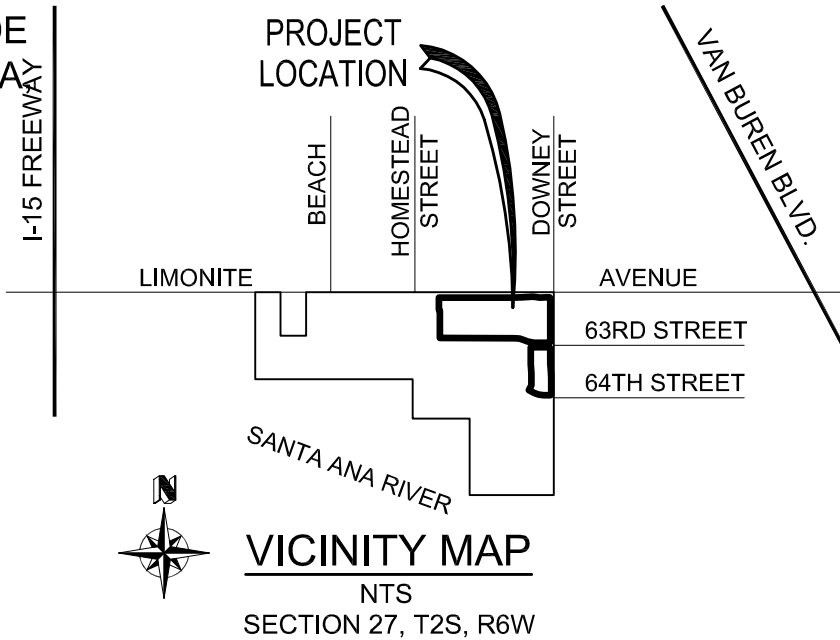
ALLARD ENGINEERING

OCTOBER, 2018

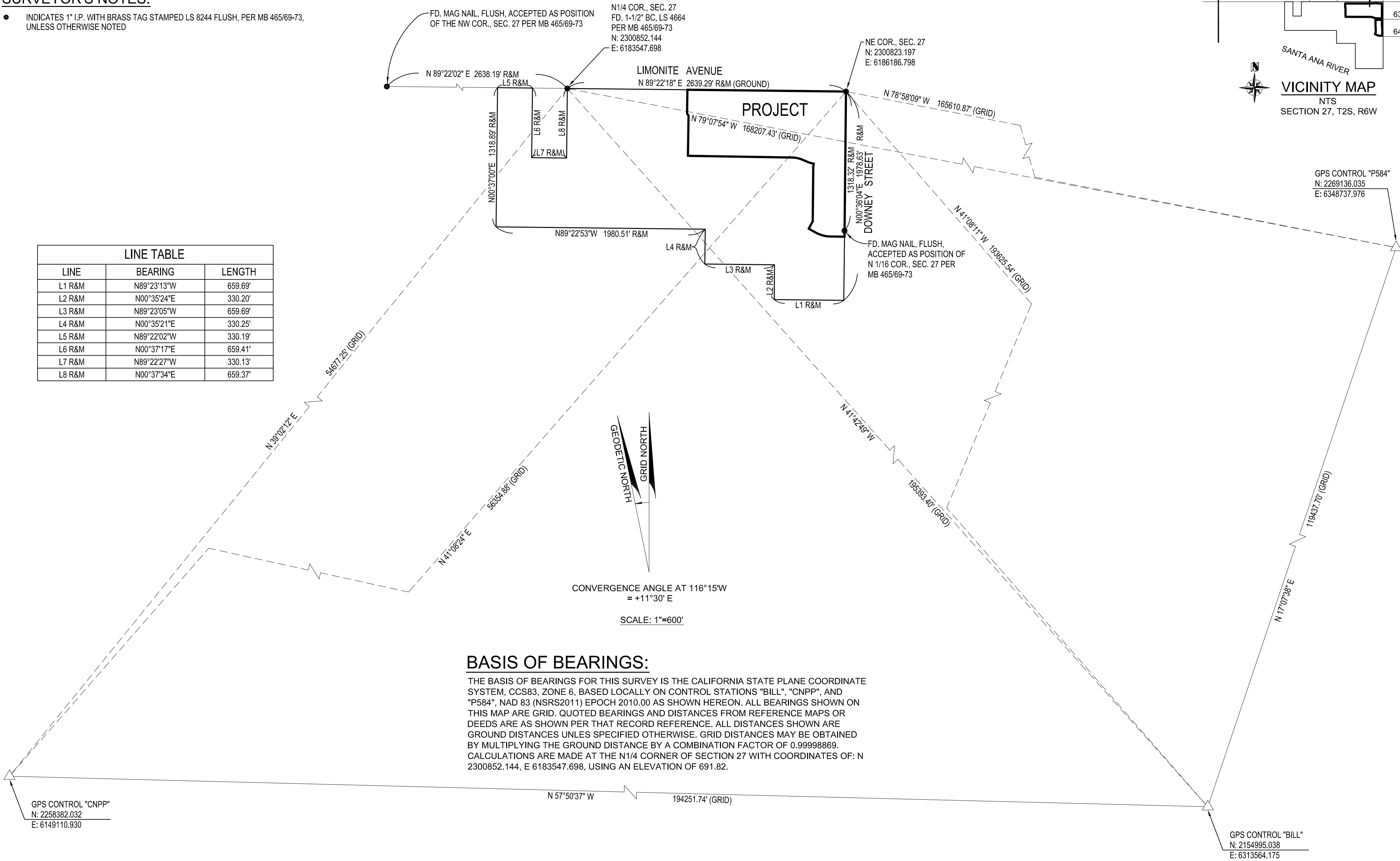
BOUNDARY CONTROL SHEET

SURVEYOR'S NOTES:

- INDICATES 1" I.P. WITH BRASS TAG STAMPED LS 8244 FLUSH, PER MB 465/69-73, UNLESS OTHERWISE NOTED



LINE TABLE		
LINE	BEARING	LENGTH
L1 R&M	N89°23'13"W	659.69'
L2 R&M	N00°35'24"E	330.20'
L3 R&M	N89°23'05"W	659.69'
L4 R&M	N00°35'21"E	330.25'
L5 R&M	N89°22'02"W	330.19'
L6 R&M	N00°37'17"E	659.41'
L7 R&M	N89°22'27"W	330.13'
L8 R&M	N00°37'34"E	659.37'



BASIS OF BEARINGS:

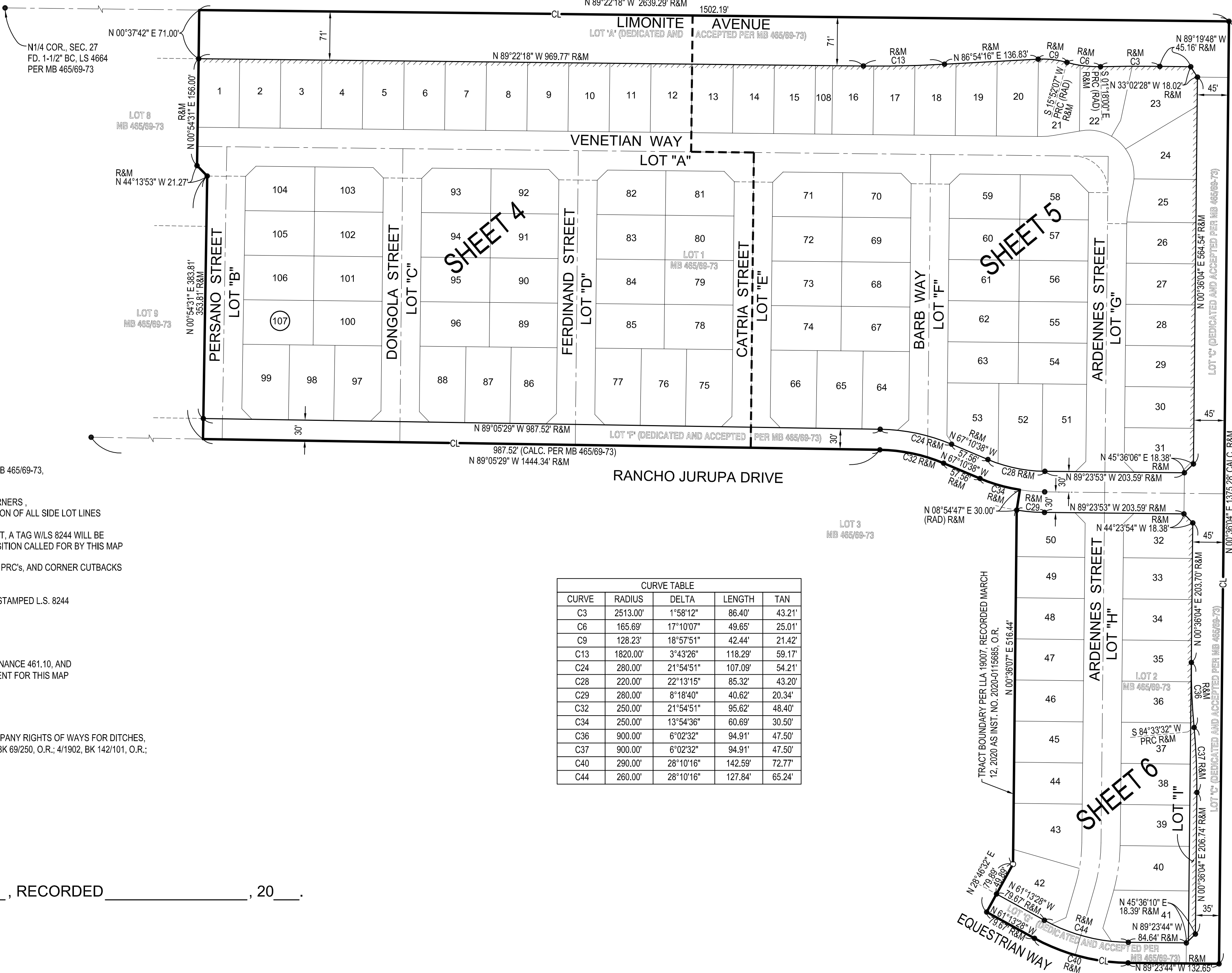
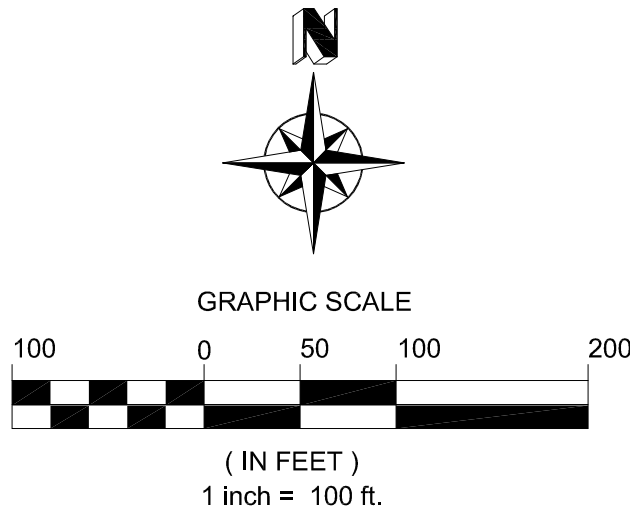
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "BILL", "CNPP", AND "P584", NAD 83 (NSRS2011) EPOCH 2010.00 AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.99998869. CALCULATIONS ARE MADE AT THE N1/4 CORNER OF SECTION 27 WITH COORDINATES OF: N 2300852.144, E 6183547.698, USING AN ELEVATION OF 691.82.

TRACT MAP NO. 36823

BEING A SUBDIVISION OF LOTS 1 AND 2 OF TRACT NO. 36822 AS FILED IN BOOK 465 OF MAPS, PAGES 69 THROUGH 73, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, TOGETHER WITH PARCEL "A" PER LOT LINE ADJUSTMENT NO. LLA 19007, INST. NO. 2020-0115685, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN A PORTION OF THE NORTH ONE-HALF OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.M.

ALLARD ENGINEERING

OCTOBER, 2018



SURVEYOR'S NOTES:

- INDICATES 1" I.P. WITH BRASS TAG STAMPED LS 8244 FLUSH, PER MB 465/69-73, UNLESS OTHERWISE NOTED
- SET 1" IRON PIPE, 18" LONG, TAGGED LS 8244 AT ALL REAR LOT CORNERS , NAIL AND TAG, LS 8244 TO BE SET IN TOP OF CURB AT PROLONGATION OF ALL SIDE LOT LINES
- IN THE EVENT THE ABOVE DESCRIBED MONUMENTS CANNOT BE SET, A TAG W/LS 8244 WILL BE AFFIXED IN CONCRETE, STONE, WOOD OR METAL AT THE TRUE POSITION CALLED FOR BY THIS MAP
- SET LEAD AND TAG LS 8244, IN TOP OF CURB FOR BC's, EC's, PCC's, PRC's, AND CORNER CUTBACKS PROJECTED PERPENDICULAR OR RADIAL FROM CENTERLINE.

INDICATES MAG NAIL, SET AND TAGGED WITH ALUMINUM WASHER STAMPED L.S. 8244

INDICATES RESTRICTED ACCESS AS DEDICATED ON MB 465/69-73

R&M INDICATES RECORD & MEASURED PER MB 465/69-73

ALL MONUMENTS SHOWN AS "SET" ARE SET PER RIVERSIDE COUNTY ORDINANCE 461.10, AND IN ACCORDANCE FOR THIS WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THIS MAP

EASEMENTS:

- STEARNS RANCHO COMPANY AND THE JURUPA LAND AND WATER COMPANY RIGHTS OF WAYS FOR DITCHES, CANALS OR PIPELINES, RECORDED 6/24/1897, BK 31/337, O.R.; 6/2/1899, BK 69/250, O.R.; 4/1902, BK 142/101, O.R.; 1/8/1906, BK 216/4, O.R., LOCATION INDETERMINATE FROM RECORD.

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TAN
C3	2513.00'	1°58'12"	86.40'	43.21'
C6	165.69'	17°10'07"	49.65'	25.01'
C9	128.23'	18°57'51"	42.44'	21.42'
C13	1820.00'	3°43'26"	118.29'	59.17'
C24	280.00'	21°54'51"	107.09'	54.21'
C28	220.00'	22°13'15"	85.32'	43.20'
C29	280.00'	8°18'40"	40.62'	20.34'
C32	250.00'	21°54'51"	95.62'	48.40'
C34	250.00'	13°54'36"	60.69'	30.50'
C36	900.00'	6°02'32"	94.91'	47.50'
C37	900.00'	6°02'32"	94.91'	47.50'
C40	290.00'	28°10'16"	142.59'	72.77'
C44	260.00'	28°10'16"	127.84'	65.24'

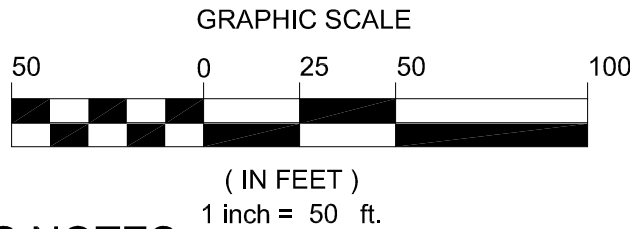
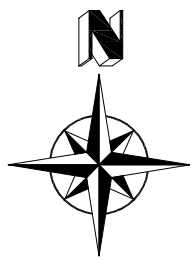
C.C.&R.'S PER INST. NO. _____, RECORDED _____, 20 ____.

TRACT MAP NO. 36823

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ALLARD ENGINEERING

OCTOBER, 2018



SURVEYOR'S NOTES:

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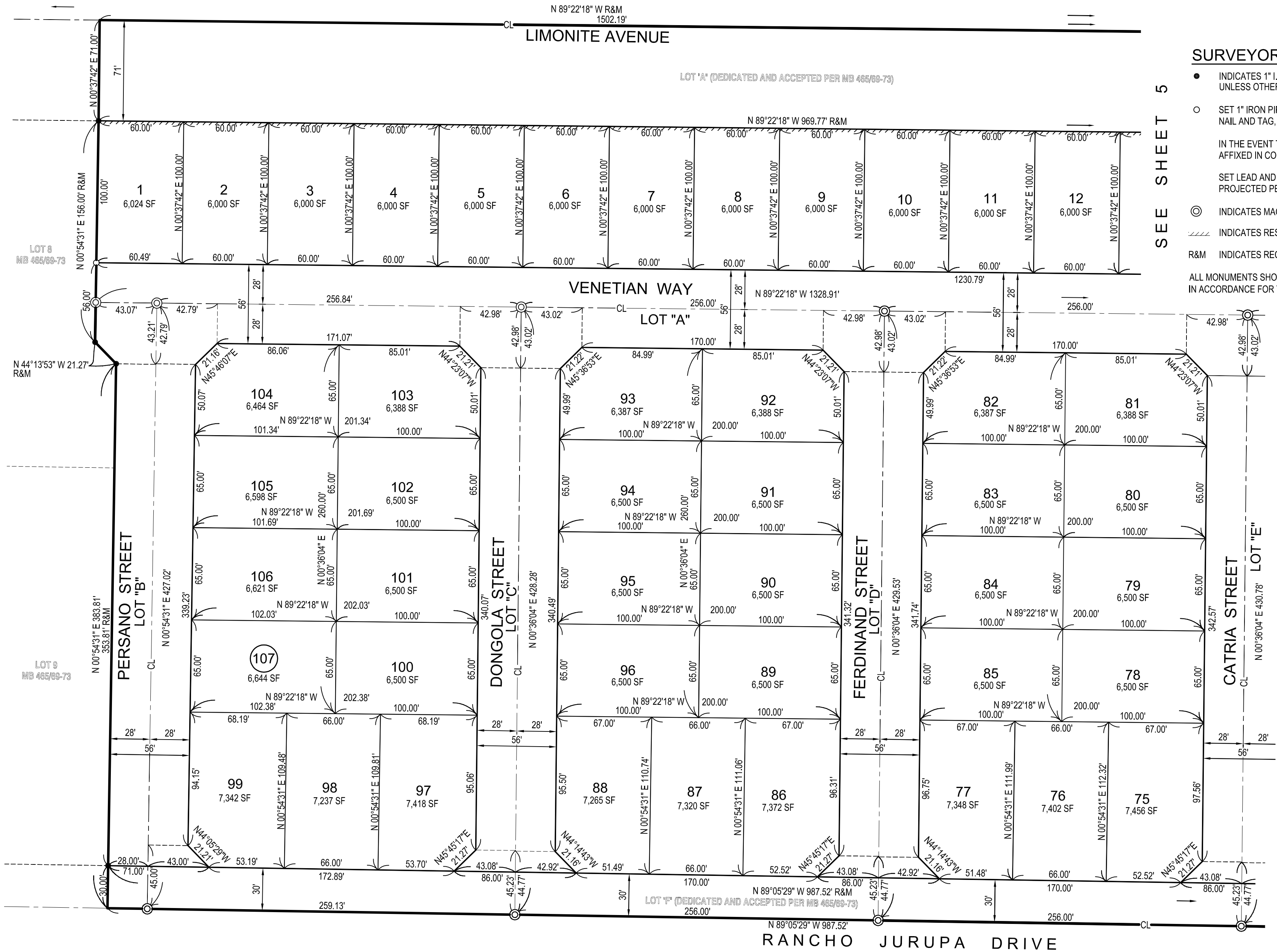
SET LEAD AND TAG LS 8244, IN TOP OF CURB FOR BC's, EC's, PCC's, PRC's, AND CORNER CUTBACKS PROJECTED PERPENDICULAR OR RADIAL FROM CENTERLINE.

- INDICATES MAG NAIL, SET AND TAGGED WITH ALUMINUM WASHER STAMPED L.S. 8244

- INDICATES RESTRICTED ACCESS AS DEDICATED ON MB 465/69-73

- R&M INDICATES RECORD & MEASURED PER MB 465/69-73

ALL MONUMENTS SHOWN AS "SET" ARE SET PER RIVERSIDE COUNTY ORDINANCE 461.10, AND IN ACCORDANCE FOR THIS WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THIS MAP



SEE SHEET 5

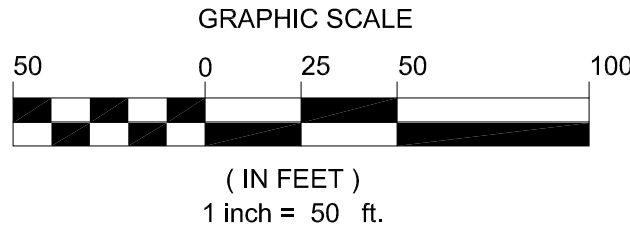
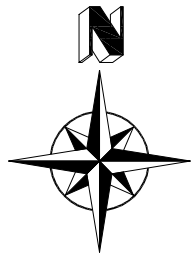
SEE SHEET 5

TRACT MAP NO. 36823

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ALLARD ENGINEERING

OCTOBER, 2018



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- INDICATES RESTRICTED ACCESS AS DEDICATED ON MB 465/69-73
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ALL MONUMENTS SHOWN AS "SET" ARE SET PER RIVERSIDE COUNTY ORDINANCE 461.10, AND IN ACCORDANCE FOR THIS WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THIS MAP

EASEMENTS:

- STEARNS RANCHO COMPANY AND THE JURUPA LAND AND WATER COMPANY RIGHTS OF WAYS FOR DITCHES, CANALS OR PIPELINES, RECORDED 6/24/1897, BK 31/337, O.R.; 6/2/1899, BK 69/250, O.R.; 4/1902, BK 142/101, O.R.; 1/8/1906, BK 216/4, O.R., LOCATION INDETERMINATE FROM RECORD.

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TAN
C1	2513.00'	0°55'23"	40.49'	20.25'
C2	2513.00'	1°02'49"	45.91'	22.96'
C3	2513.00'	1°58'12"	86.40'	43.21'
C4	165.69'	10°21'24"	29.95'	15.02'
C5	165.69'	6°48'43"	19.70'	9.86'
C6	165.69'	17°10'07"	49.65'	25.01'
C7	128.23'	18°49'39"	42.14'	21.26'
C8	128.23'	0°08'11"	0.31'	0.15'
C9	128.23'	18°57'51"	42.44'	21.42'
C10	1820.00'	1°21'37"	43.21'	21.61'
C11	1820.00'	1°53'22"	60.02'	30.01'
C12	1820.00'	0°28'26"	15.05'	7.53'
C13	1820.00'	3°43'27"	118.29'	59.17'
C14	100.00'	10°17'48"	17.97'	9.01'
C15	66.00'	6°25'02"	7.39'	3.70'
C16	66.00'	40°23'57"	46.54'	24.28'
C17	66.00'	24°13'32"	27.91'	14.16'
C18	66.00'	39°31'28"	45.53'	23.71'
C19	66.00'	110°33'58"	127.36'	95.26'
C20	100.00'	8°50'38"	15.44'	7.73'
C21	100.00'	1°27'08"	2.54'	1.27'
C22	280.00'	5°07'55"	25.08'	12.55'
C23	280.00'	16°46'57"	82.01'	41.30'
C24	280.00'	21°54'51"	107.09'	54.21'
C25	220.00'	4°06'08"	15.75'	7.88'
C26	220.00'	16°42'28"	64.15'	32.31'
C27	220.00'	1°24'39"	5.42'	2.71'
C28	220.00'	22°13'15"	85.32'	43.20'
C30	250.00'	5°43'53"	25.01'	12.51'
C31	250.00'	16°10'59"	70.61'	35.54'
C32	250.00'	21°54'52"	95.62'	48.40'
C35	250.00'	22°13'15"	96.96'	49.10'

SEE SHEET 4

SEE SHEET 4

SEE SHEET 6

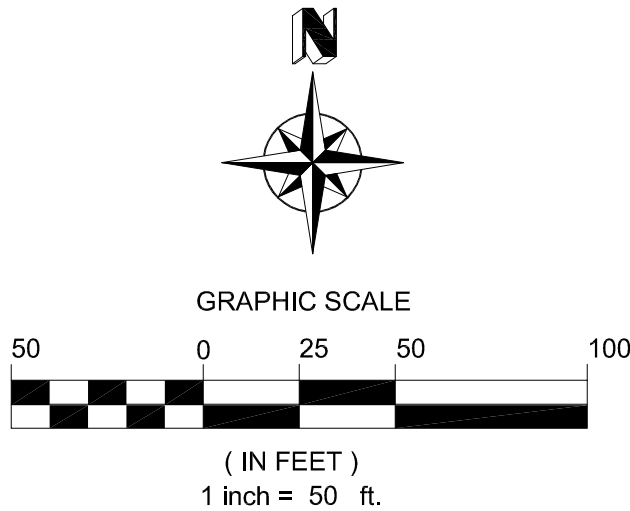
TRACT MAP NO. 36823

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ALLARD ENGINEERING

OCTOBER, 2018

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TAN
C29	280.00'	8°18'40"	40.62'	20.34'
C30	250.00'	5°43'53"	25.01'	12.51'
C31	250.00'	16°10'59"	70.61'	35.54'
C32	250.00'	21°54'52"	95.62'	48.40'
C33	250.00'	8°18'40"	36.26'	18.16'
C34	250.00'	13°54'36"	60.69'	30.50'
C35	250.00'	22°13'15"	96.96'	49.10'
C36	900.00'	6°02'32"	94.91'	47.50'
C37	900.00'	6°02'32"	94.91'	47.50'
C38	290.00'	12°41'52"	64.27'	32.27'
C39	290.00'	15°28'24"	78.32'	39.40'
C40	290.00'	28°10'16"	142.59'	72.77'
C41	260.00'	2°35'22"	11.75'	5.88'
C42	260.00'	20°13'00"	91.74'	46.35'
C43	260.00'	5°21'54"	24.35'	12.18'
C44	260.00'	28°10'16"	127.84'	65.24'
C45	250.00'	15°28'35"	67.53'	33.97'
C46	222.00'	9°45'37"	37.82'	18.95'
C47	222.00'	5°42'58"	22.15'	11.08'
C48	222.00'	15°28'35"	59.97'	30.17'
C49	278.00'	0°45'14"	3.66'	1.83'
C50	278.00'	13°32'39"	65.72'	33.01'
C51	278.00'	1°10'42"	5.72'	2.86'
C52	278.00'	15°28'35"	75.09'	37.78'



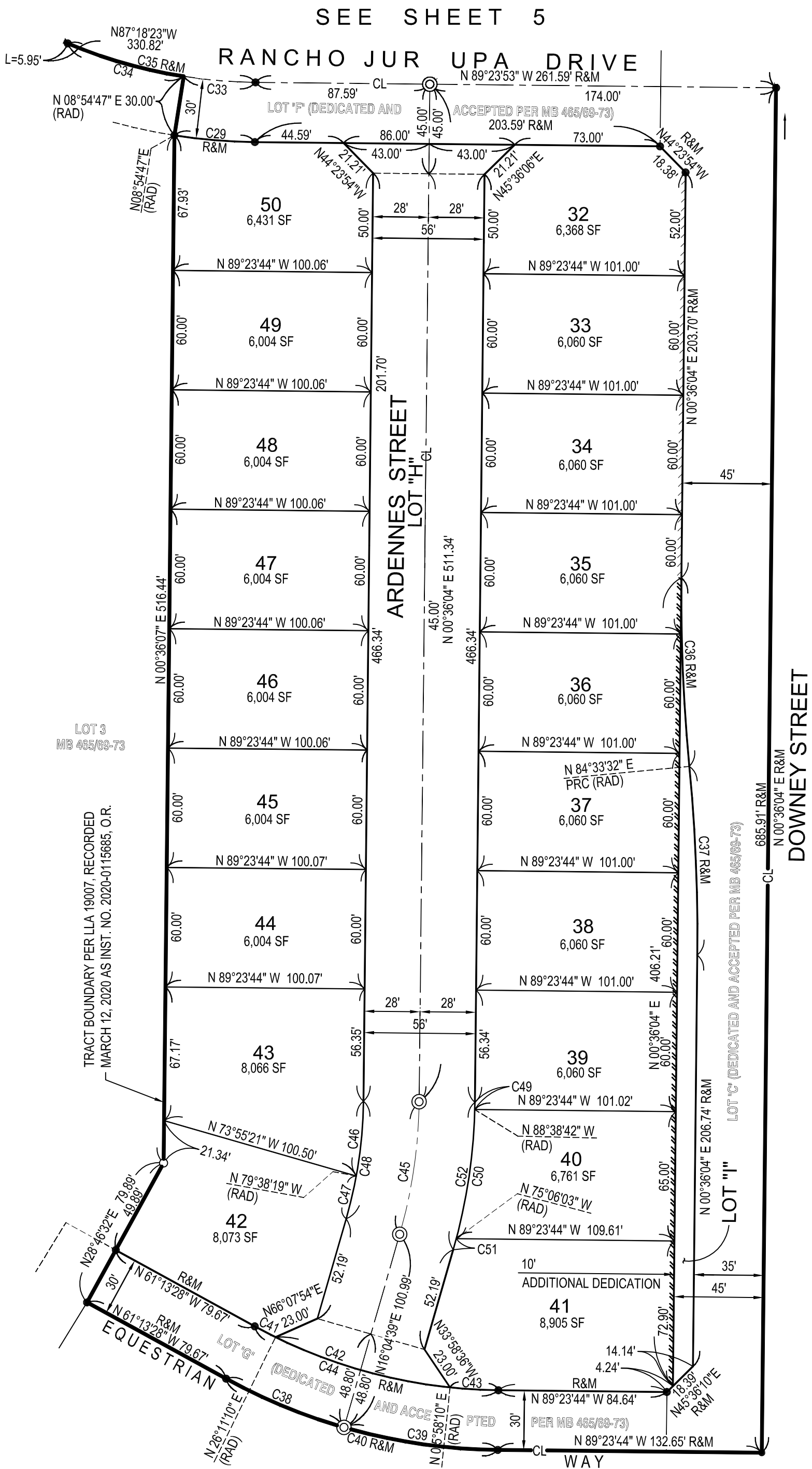
SURVEYOR'S NOTES:

- INDICATES 1" I.P. WITH BRASS TAG STAMPED LS 8244 FLUSH, PER MB 465/69-73, UNLESS OTHERWISE NOTED
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- IN THE EVENT THE ABOVE DESCRIBED MONUMENTS CANNOT BE SET, A TAG W/LS 8244 WILL BE AFFIXED IN CONCRETE, STONE, WOOD OR METAL AT THE TRUE POSITION CALLED FOR BY THIS MAP
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- INDICATES RESTRICTED ACCESS AS DEDICATED ON MB 465/69-73
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EASEMENTS:

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**SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS
TRACT NO. 36823 (ONSITE IMPROVEMENT)**

This agreement, made and entered September 2, 2020 by and between the City of Jurupa Valley, State of California, hereinafter called City, and Richmond American Homes of Maryland, Inc., 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 N/W corner of Paradise Knolls Tract No. 36823, hereby agrees, at Subdivider's own cost and expense, to construct or cause to have constructed, with twenty four (24) months from the date this agreement is executed, in a good and workmanlike manner, a sewer system, complete with all necessary pipes, connections, and appurtenances necessary to the satisfactory operation of said systems, and further, to extend main or mains from the existing system maintained and operated by Jurupa Community Services District (JCSD) to connect with the system described above with all pipe laid at such a depth as shown on the JCSD approved sewer improvement plan from the top of the pipe to street grade, unless otherwise specified by the JCSD District Engineer, all in accordance with those plans and specifications which have been approved by both the County Health Director and the City Engineer, and are on file in the office of JCSD. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, JCSD, and shall not be deemed complete until approved and accepted as complete by JCSD. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and JCSD and during this one year period to repair or replace to the satisfaction of the City Engineer and the JCSD District Engineer any defective work or labor done or defective materials furnished. Subdivider further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of four hundred fifteen thousand dollars (\$415,000).

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

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

the officers, employees and consultants thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Subdivider, its agents and employees, in the performance of this agreement or arising out of the use of any patent or patented article in the performance of this agreement.

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

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

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

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

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

NINTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this agreement, that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this agreement, extensions of time may be

granted, from time to time, by City Engineer, either at his or her own option, or upon request of Subdivider, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Subdivider further agrees to maintain the aforesaid bond or bonds in full force and effect during the terms of this agreement including any extensions of time as may be granted therein.

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

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

<u>City</u>	<u>Subdivider</u>
City of Jurupa Valley 8930 Limonite Ave Jurupa Valley, CA 92509 Attention: City Engineer	Richmond American Homes of Maryland, Inc. 391 N. Main Street, Suite 205 Corona, CA 92880 Attention: Edgar Gomez

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

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

FOURTEENTH: Until such time as the Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Improvements constructed or installed. Until such

time as all Improvements required by this Agreement are fully completed and accepted by City, Subdivider will be responsible for the care, maintenance of, and any damage to such improvement.

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

SIXTEENTH: General.

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

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

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

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

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

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

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

***** SIGNATURES ON SUCCEEDING PAGES *****

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

SUBDIVIDER

Richmond American Homes of Maryland, Inc.



Name:

Edgar Gomez

VP PROJECT MANAGEMENT

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"

CITY OF JURUPA VALLEY, a Municipal corporation

Lorena Barajas
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:

Paul Toor, PE
Director of Public Works

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

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

CERTIFICATE OF RESOLUTION

I, Joseph H. Fretz, as Secretary of Richmond American Homes of Maryland, Inc., a Maryland corporation (the "Company"), do hereby certify on behalf of the Company that the following resolutions were adopted by the Board pursuant to Minutes of Action dated as of February 10, 2020, and that such resolutions are in full force and effect as of the date of this Certificate of Resolution:

RESOLVED, that the Company hereby appoints Edgar Gomez as Vice President – Project Management (Land) (Riverside Division), effective as of January 18, 2020, to serve until his successor is duly appointed or until the earlier of his resignation, retirement, termination of his employment, or death; and it is

FURTHER RESOLVED, that Edgar Gomez as an officer of the Company is authorized hereby to enter into and execute and deliver, on behalf of the Company, any and all documents necessary or advisable in connection with his position as Vice President – Project Management (Land) (Riverside Division).

RICHMOND AMERICAN HOMES OF
MARYLAND, INC., a Maryland corporation

By: _____

Joseph H. Fretz, Secretary

Executed at Denver, Colorado this 13th day of February 2020.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

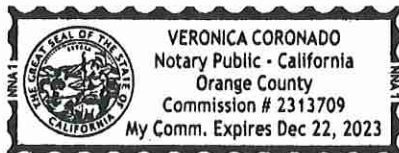
State of California)

County of Riverside)On November 18th, 2020 before me, Veronica Coronado, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Edgar Gomez
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

**SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS
TRACT NO. 36823 (ONSITE IMPROVEMENT)**

This agreement, made and entered as of September 2, 2020 by and between the City of Jurupa Valley, State of California, hereinafter called City, and Richmond American Homes of Maryland, Inc., 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 Paradise Knolls Tract No. 36823, 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 two million two hundred seventy three thousand dollars \$2,273,000.

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

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

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

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

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

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

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

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

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

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

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

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

<u>City</u>	<u>Subdivider</u>
City of Jurupa Valley 8930 Limonite Ave Jurupa Valley, CA 92509 Attention: City Engineer	Richmond American Homes of Maryland, Inc. 391 N. Main Street, Suite 205 Corona, CA 92880 Attention: Edgar Gomez

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

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

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

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

SIXTEENTH: General.

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

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

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

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

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

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

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

***** SIGNATURES ON SUCCEEDING PAGES *****

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

SUBDIVIDER

Richmond American Homes of Maryland, Inc.



Name:

Edgar Gomez
VP PROJECT MANAGER

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"

CITY OF JURUPA VALLEY, a Municipal corporation

Lorena Barajas
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:

Paul Toor, PE
Director of Public Works

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

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

CERTIFICATE OF RESOLUTION


I, Joseph H. Fretz, as Secretary of Richmond American Homes of Maryland, Inc., a Maryland corporation (the "Company"), do hereby certify on behalf of the Company that the following resolutions were adopted by the Board pursuant to Minutes of Action dated as of February 10, 2020, and that such resolutions are in full force and effect as of the date of this Certificate of Resolution:

RESOLVED, that the Company hereby appoints Edgar Gomez as Vice President – Project Management (Land) (Riverside Division), effective as of January 18, 2020, to serve until his successor is duly appointed or until the earlier of his resignation, retirement, termination of his employment, or death; and it is

FURTHER RESOLVED, that Edgar Gomez as an officer of the Company is authorized hereby to enter into and execute and deliver, on behalf of the Company, any and all documents necessary or advisable in connection with his position as Vice President – Project Management (Land) (Riverside Division).

RICHMOND AMERICAN HOMES OF
MARYLAND, INC., a Maryland corporation

By: _____


Joseph H. Fretz, Secretary

Executed at Denver, Colorado this 13th day of February 2020.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of Riverside)On November 18th, 2020 before me, Veronica Coronado, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Edgar Gomez
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

**SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS
TRACT NO. 36823 (ONSITE IMPROVEMENT)**

This agreement, made and entered September 2, 2020 by and between the City of Jurupa Valley, State of California, hereinafter called City, and Richmond American Homes of Maryland, Inc., 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 Paradise Knolls Tract No. 36823, hereby agrees, at Subdivider's own cost and expense, to construct or cause to have constructed, with twenty four (24) months from the date this agreement is executed, in a good and workmanlike manner, a water system, complete with all necessary pipes, valves, fire hydrants, connections, and appurtenances necessary to the satisfactory operation of said distribution system, and further, to extend main or mains from the existing supply system maintained and operated by Jurupa Community Services District (JCSD) to connect with the distribution system described above with all pipe laid at such a depth as shown on the JCSD approved water improvement plans from the top of the pipe to street grade, unless otherwise specified by the JCSD District Engineer, all in accordance with those plans and specifications which have been approved by both the County Health Director and the City Engineer, and are on file in the office of JCSD. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, JCSD, and shall not be deemed complete until approved and accepted as complete by JCSD. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and JCSD and during this one-year period to repair or replace to the satisfaction of the City Engineer and the JCSD District Engineer any defective work or labor done or defective materials furnished. Subdivider further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of five hundred eighteen thousand five hundred dollars \$ 518,500.

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:

<u>City</u>	<u>Subdivider</u>
City of Jurupa Valley 8930 Limonite Ave Jurupa Valley, CA 92509 Attention: City Engineer	Richmond American Homes of Maryland, Inc. 391 N. Main Street, Suite 205 Corona, CA 92880 Attention: Edgar Gomez

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

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

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

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

SIXTEENTH: General.

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

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

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

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

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

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

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

***** SIGNATURES ON SUCCEEDING PAGES *****

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

SUBDIVIDER

Richmond American Homes of Maryland, Inc.



Name:

Edgar Gomez

VP PROJECT MANAGEMENT

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"

CITY OF JURUPA VALLEY, a Municipal corporation

Lorena Barajas
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:

Paul Toor, PE
Director of Public Works

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

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

CERTIFICATE OF RESOLUTION

I, Joseph H. Fretz, as Secretary of Richmond American Homes of Maryland, Inc., a Maryland corporation (the "Company"), do hereby certify on behalf of the Company that the following resolutions were adopted by the Board pursuant to Minutes of Action dated as of February 10, 2020, and that such resolutions are in full force and effect as of the date of this Certificate of Resolution:

RESOLVED, that the Company hereby appoints Edgar Gomez as Vice President – Project Management (Land) (Riverside Division), effective as of January 18, 2020, to serve until his successor is duly appointed or until the earlier of his resignation, retirement, termination of his employment, or death; and it is

FURTHER RESOLVED, that Edgar Gomez as an officer of the Company is authorized hereby to enter into and execute and deliver, on behalf of the Company, any and all documents necessary or advisable in connection with his position as Vice President – Project Management (Land) (Riverside Division).

RICHMOND AMERICAN HOMES OF
MARYLAND, INC., a Maryland corporation

By: _____

Joseph H. Fretz, Secretary

Executed at Denver, Colorado this 13th day of February 2020.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of Riverside)On November 18th, 2020 before me, Veronica Coronado, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Edgar Gomez
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

City of Jurupa Valley

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

			SWC of Limonite Ave & Downey St (TR 36823, IP20-010) ONSITE	
FOR: Streets and Drainage	\$ 2,273,000.00	Location	IP20-010) ONSITE	
Water System	\$ 518,500.00	Bond No.	SUR0063670	
Sewer System	\$ 415,000.00	Premium	\$11,223.00	
			Richmond American Homes of Maryland, Inc.	
Surety	Argonaut Insurance Company	Principal	Maryland, Inc.	
Address	P. O. Box 469011	Address	391 N Main St, Suite 205	
City/State	San Antonio, TX	City/State	Corona, CA	
Zip code	78246-9011	Zip	92880	
Phone	800-470-7958	Phone	951-386-4100	

WHEREAS, the City of Jurupa Valley, State of California, and Richmond American Homes of Maryland, Inc. (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 Paradise Knolls project located at the SWC of Limonite Ave & Downey St (TR 36823, IP20-010), 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 Three Million Two Hundred Six Thousand Five Hundred & 00/100ths dollars (\$3,206,500.00) 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 November 17th, 2020.

NAME OF PRINCIPAL: Richmond American Homes of Maryland, Inc.

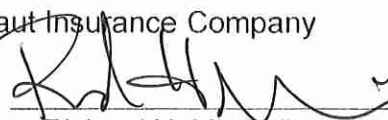
AUTHORIZED SIGNATURE(S):

By: 
Name: EDGAR A. GOMEZ
Title: VICE PRESIDENT
LAND PROJECT MANAGEMENT

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Argonaut Insurance Company

AUTHORIZED SIGNATURE:


Richard H. Mitchell, CA License No. 0H56218
Its Attorney-in-Fact Title
(IF CORPORATION, AFFIX SEAL)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

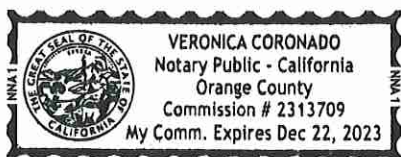
State of California)

County of Riverside)On November 18th, 2020 before me, Veronica Coronado, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Edgar Gomez
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

CERTIFICATE OF RESOLUTION


I, Joseph H. Fretz, as Secretary of Richmond American Homes of Maryland, Inc., a Maryland corporation (the "Company"), do hereby certify on behalf of the Company that the following resolutions were adopted by the Board pursuant to Minutes of Action dated as of February 10, 2020, and that such resolutions are in full force and effect as of the date of this Certificate of Resolution:

RESOLVED, that the Company hereby appoints Edgar Gomez as Vice President – Project Management (Land) (Riverside Division), effective as of January 18, 2020, to serve until his successor is duly appointed or until the earlier of his resignation, retirement, termination of his employment, or death; and it is

FURTHER RESOLVED, that Edgar Gomez as an officer of the Company is authorized hereby to enter into and execute and deliver, on behalf of the Company, any and all documents necessary or advisable in connection with his position as Vice President – Project Management (Land) (Riverside Division).

RICHMOND AMERICAN HOMES OF
MARYLAND, INC., a Maryland corporation

By: _____


Joseph H. Fretz, Secretary

Executed at Denver, Colorado this 13th day of February 2020.

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Mark W. Edwards II, Robert R. Freel, Alisa B. Ferris, Jeffrey M. Wilson, Robert M. Verdin, Richard H. Mitchell, Anna Childress

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 17th day of November, 2020.



James Bluzard
James Bluzard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Alabama

County of Jefferson

On November 17, 2020 before me, Katherine Leigh McClamma, Notary Public

Date

Name and Title of Notary

personally appeared Richard H. Mitchell, Attorney-in-Fact

Name and or Names 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 Katherine Leigh McClamma

My commission expires: January 24, 2021

Place Notary Public Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

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

Signer is representing _____
Argonaut Insurance Company

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

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

Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

City of Jurupa Valley

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

FOR: Streets and Drainage	<u>\$1,136,500.00</u>	Tract Map	<u>SWC of Limonite Ave & Downey St (Tr 36823, IP20-010) ONSITE</u>
Water System	<u>\$ 259,250.00</u>	Bond No.	<u>SUR0063670</u>
Sewer System	<u>\$ 207,500.00</u>	Premium	<u>\$11,223.00</u>
Surety	<u>Argonaut Insurance Company</u>	Principal	<u>Richmond American Homes of Maryland, Inc.</u>
Address	<u>P. O. Box 469011</u>	Address	<u>391 N Main St, Suite 205</u>
City/State	<u>San Antonio, TX</u>	City/State	<u>Corona, CA</u>
Zip code	<u>78246-9011</u>	Zip	<u>92880</u>
Phone	<u>800-470-7958</u>	Phone	<u>951-386-4100</u>

WHEREAS, the City of Jurupa Valley, State of California, and Richmond American Homes of Maryland, Inc. (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 Paradise Knolls project located at the SWC of Limonite Ave & Downey St (Tr 36823-IP20-010), which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the City of Jurupa Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of One Million Six Hundred Three Thousand Two Hundred Fifty & 00/100ths Dollars (\$1,603,250.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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 November 17th, 2020.

NAME OF PRINCIPAL: Richmond American Homes of Maryland, Inc.

AUTHORIZED SIGNATURE(S):

By: 
Name: EDGAR GOMEZ
Title: VICE PRESIDENT
LAND PROJECT MANAGEMENT
(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: Argonaut Insurance Company

AUTHORIZED SIGNATURE: 

Richard H. Mitchell,
Its Attorney-in-Fact

CA License No. 0H56218
Title

(IF CORPORATION, AFFIX SEAL)

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

CERTIFICATE OF RESOLUTION

I, Joseph H. Fretz, as Secretary of Richmond American Homes of Maryland, Inc., a Maryland corporation (the "Company"), do hereby certify on behalf of the Company that the following resolutions were adopted by the Board pursuant to Minutes of Action dated as of February 10, 2020, and that such resolutions are in full force and effect as of the date of this Certificate of Resolution:

RESOLVED, that the Company hereby appoints Edgar Gomez as Vice President – Project Management (Land) (Riverside Division), effective as of January 18, 2020, to serve until his successor is duly appointed or until the earlier of his resignation, retirement, termination of his employment, or death; and it is

FURTHER RESOLVED, that Edgar Gomez as an officer of the Company is authorized hereby to enter into and execute and deliver, on behalf of the Company, any and all documents necessary or advisable in connection with his position as Vice President – Project Management (Land) (Riverside Division).

RICHMOND AMERICAN HOMES OF
MARYLAND, INC., a Maryland corporation

By: _____

Joseph H. Fretz, Secretary

Executed at Denver, Colorado this 13th day of February 2020.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of Riverside)On November 18th, 2020 before me, Veronica Coronado, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Edgar Gomez
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Mark W. Edwards II, Robert R. Freel, Alisa B. Ferris, Jeffrey M. Wilson, Robert M. Verdin, Richard H. Mitchell, Anna Childress

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by:

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 17th day of November, 2020.



James Bluzard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Alabama

County of Jefferson

On November 17, 2020 before me, Katherine Leigh McClamma, Notary Public

personally appeared Richard H. Mitchell, Attorney-in-Fact

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 Katherine Leigh McClamma

My commission expires: January 24, 2021

Place Notary Public Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

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

Signer is representing _____
Argonaut Insurance Company

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

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

Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

City of Jurupa Valley

STAFF REPORT

DATE: SEPTEMBER 2, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROD BUTLER, CITY MANAGER
BY: PAUL TOOR, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
SUBJECT: AGENDA ITEM 11.F

ACCEPTANCE OF OFFERS OF DEDICATION AT THE RUBIDOUX BOULEVARD AND STOCKDALE COURT INTERSECTION (DAVIS JCR RUBIDOUX INDUSTRIAL LAND OWNER, LLC)

RECOMMENDATION

It is recommended that the City Council:

1. Accept dedication as follows:
 - a.) Accept the offer of dedication of an easement for public road and drainage purposes including public utility and public services purposes over Parcel "A" as shown on Exhibit B of DED21-001.
 - b.) Accept the offer of dedication of an easement for public road and drainage purposes including public utility and public services purposes over Parcel "A" as shown on Exhibit B of DED21-002.
2. Authorize the Director of Public Works and City Clerk to sign the Acceptance of Dedication of DED21-001.
3. Authorize the Director of Public Works and City Clerk to sign the Acceptance of Dedication of DED21-002.

BACKGROUND

At the Director's Hearing on October 20, 2020, the Rubidoux Industrial Center development was conditionally approved. The project proposed to construct five industrial buildings on a 9.95-acre site generally located at the intersection of Rubidoux Boulevard and Stockdale Court. As part of the conditions of approval, the owner was required to dedicate right-of-way at the north and south corners of the Rubidoux Boulevard and Stockdale Court intersection in order to conform to Riverside County Standard No. 805 and the City's Municipal Code.

The applicant submitted the required corner cut-back offer of dedication documents, staff reviewed the documents, and find them in compliance with the California Government Code (7050), local ordinances, and the conditions of approval for this development.

ANALYSIS

In anticipation of acceptance of the offers of dedications, staff prepared a certificate of acceptance as required by Government Code Section 27281. Acceptance of the offers of dedication will grant the City with the rights over such land to improve and maintain Rubidoux Boulevard parkway to its ultimate General Plan designation.

FISCAL IMPACT


The applicant has completed the formation and annexation process into the City of Jurupa Valley L&LMD 89-1-C for the maintenance of improvements within the public right-of-way and is known as Zone T. The property owners are responsible for the annual payments of the special assessment. The revenue from this special assessment will be deposited into City of Jurupa Valley L&LMD 89-1-C and will be used to pay for the maintenance of parkway landscape, streetlights, and catch basins. Both the revenue and expenses will be part of the City's FY 2022-2023 Adopted Budget, and there is no anticipated impact to the general fund.

ALTERNATIVES

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

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


Reviewed by:


Raul Toor
Director of Public Works

Submitted by:


Rod Butler
City Manager

Prepared by:


Carolina Fernandez
Assistant Engineer

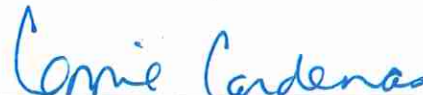
Reviewed by:


Michael Flad
Assistant City Manager

Approved as to form by:


Peter M. Thorson
City Attorney

Reviewed by:


Connie Cardenas
Director of Administrative Services

Attachments:

1. Offer of Dedication DED21-001 and Certificate of Acceptance.
2. Offer of Dedication DED21-002 and Certificate of Acceptance.

ATTACHMENT 1

Offer of Dedication DED21-001 and Certificate of Acceptance

RETURN TO:
CITY OF JURUPA VALLEY
1804 LIMONITE AVE
JURUPA VALLEY, CA. 92509

CERTIFICATE of ACCEPTANCE SEE ATTACHED
(GOVERNMENT CODE SECTION 27281)

APN:178-150-011

DTT: 0

THIS INSTRUMENT IS FOR THE BENEFIT OF THE CITY OF JURUPA VALLEY AND ENTITLED TO BE RECORDED WITHOUT FEE. (GOV. CODE 6103)

OFFER OF DEDICATION

DAVIS JCR RUBIDOUX INDUSTRIAL LAND OWNER LLC, a Delaware limited liability company
(OWNERS)

Grant(s) to the City of Jurupa Valley, a political subdivision, an easement for public road and drainage purposes, including public utility and public services purposes, over, upon, across, and within the real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

SEE LEGAL DESCRIPTION AND PLAT ATTACHED HERETO AS
EXHIBITS "A" AND "B" AND MADE A PART HEREOF

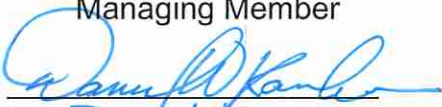
SIGNATURE OF RECORDED OWNER(S) MUST BE NOTARIZED

DAVIS JCR RUBIDOUX INDUSTRIAL LAND OWNER LLC, a Delaware limited liability company

By: Davis JCR Rubidoux Industrial Land Investors LLC, a Delaware limited liability company
Its: Member

By: Davis Clairmont Rubidoux LLC, a Delaware limited liability company
Its: Manager

By: Davis Rubidoux LLC, a Delaware limited liability company
Its: Managing Member

By: 
Name: Daniel Karcher
Title: Authorized Signer

STATE OF CALIFORNIA)
)ss.
COUNTY OF Orange)

WITNESS my hand and official seal:



Signature Debrah B. B. B.

[SEAL]

EXHIBIT "A"
PUBLIC ROAD AND UTILITY EASEMENT
LEGAL DESCRIPTION
DED 21-001

THAT PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 19003, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER DOCUMENT RECORDED ON FEBRUARY 23, 2021 AS INSTRUMENT NO. 2021-0114495 , OF OFFICIAL RECORDS, SAID RIVERSIDE COUNTY LYING WITHIN SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 WEST S.B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL A;

THENCE ALONG THE WESTERLY LINE THEREOF, NORTH 07°15'18" EAST 27.78 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL A;

THENCE LEAVING SAID WESTERLY LINE, ALONG SAID NORTHWESTERLY LINE, NORTH 37°30'41" EAST 15.00 FEET;

THENCE LEAVING SAID NORTHWESTERLY LINE, SOUTH 06°54'41" WEST 45.31 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL A;

THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 52°29'19" WEST 9.06 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 282 SQUARE FEET, MORE OR LESS.

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

PREPARED BY ME OR UNDER MY DIRECTION.



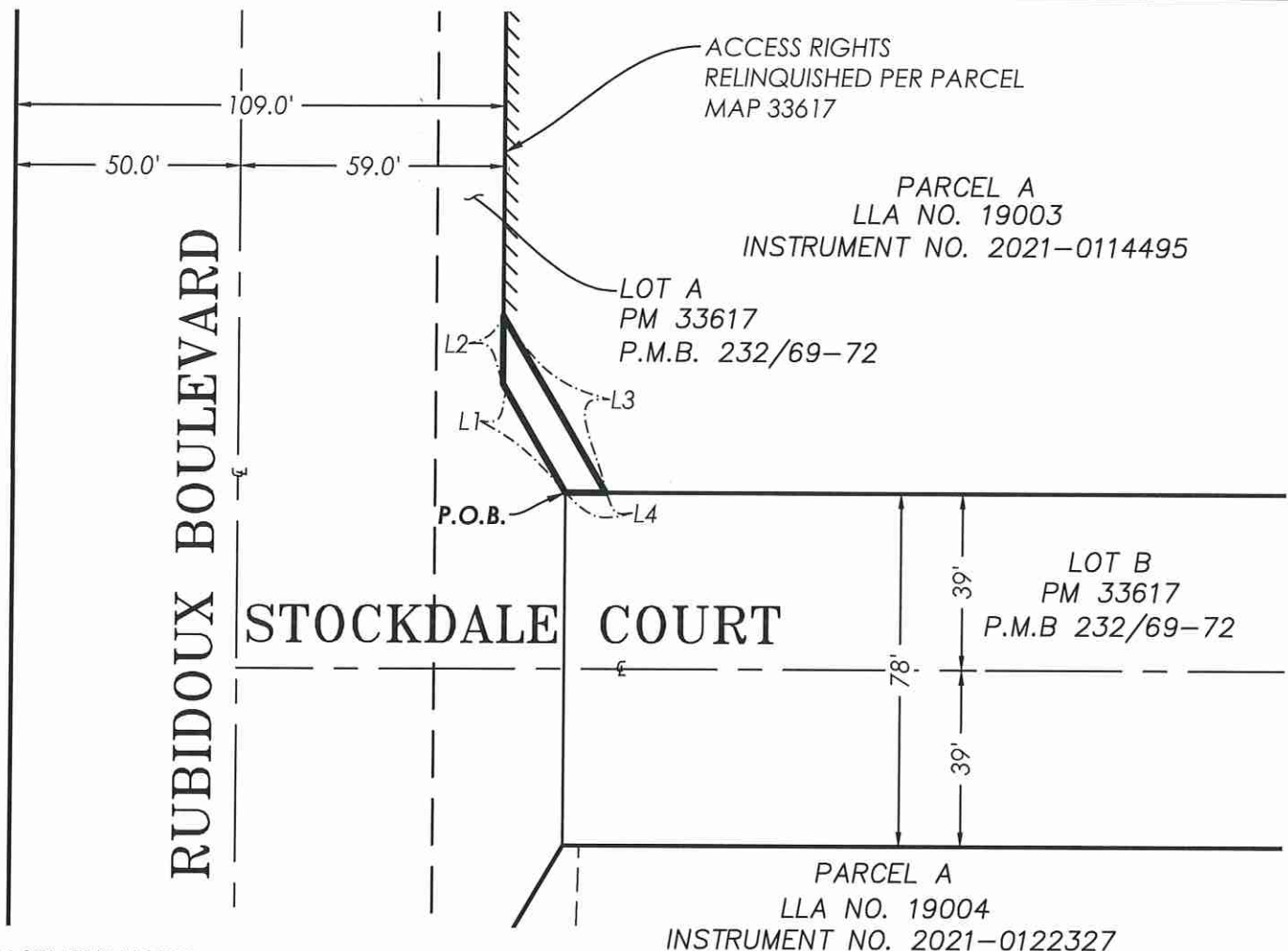
MICHAEL JAMES KNAPTON
P.L.S. 8012
REV: 06/30/2021

8/24/21
DATE



EXHIBIT "B"
PUBLIC ROAD AND UTILITY EASEMENT
DED 21-001

SHEET 1 OF 1

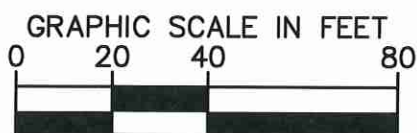


EASEMENT NOTES:

- EASEMENT FOR SMOKE, GRASS, DIRT, AND VAPOR OF ANY KIND OF CHARACTER SUBMITTED, PRODUCED OR COMING FROM THE CEMENT PLANT, QUARRIES AND ROCK CRUSHER PURPOSES PER DOC. REC. 6/22/1917 IN BK 463, PG 161 OF DEEDS (BLANKET IN NATURE)

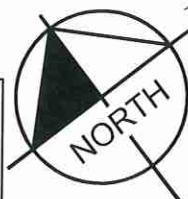
LEGEND

- LIMITS OF RIGHT OF WAY DEDICATION
AREA = 282 SQ. FT.
- P.O.B.** POINT OF BEGINNING
- ACCESS RIGHTS
RELINQUISHED PER PM
NO. 33617



Kimley»Horn

401 B STREET, SUITE 600, SAN DIEGO, CA 92101
 PHONE: 619-234-9411
 WWW.KIMLEY-HORN.COM



S.10, T.2S, R.5W

LINE DATA TABLE

-	BEARING	LENGTH
L1	N07° 15' 18"E	27.78'
L2	N37° 30' 41"E	15.00'
L3	S06° 54' 41"W	45.31'
L4	N52° 29' 19"W	9.06'

ATTACHMENT 2

Offer of Dedication DED21-002 and Certificate of Acceptance.

RETURN TO:
CITY OF JURUPA VALLEY
1804 LIMONITE AVE
JURUPA VALLEY, CA. 92509

CERTIFICATE of ACCEPTANCE SEE ATTACHED
(GOVERNMENT CODE SECTION 27281)

APN:178-150-017

DTT: 0

THIS INSTRUMENT IS FOR THE BENEFIT OF THE CITY OF JURUPA VALLEY AND ENTITLED TO BE RECORDED WITHOUT FEE. (GOV. CODE 6103)

OFFER OF DEDICATION

DAVIS JCR RUBIDOUX INDUSTRIAL LAND OWNER LLC, a Delaware limited liability company
(OWNERS)

Grant(s) to the City of Jurupa Valley, a political subdivision, an easement for public road and drainage purposes, including public utility and public services purposes, over, upon, across, and within the real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

SEE LEGAL DESCRIPTION AND PLAT ATTACHED HERETO AS
EXHIBITS "A" AND "B" AND MADE A PART HEREOF

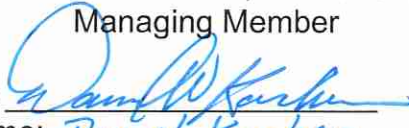
SIGNATURE OF RECORDED OWNER(S) MUST BE NOTARIZED

DAVIS JCR RUBIDOUX INDUSTRIAL LAND OWNER LLC, a Delaware limited liability company

By: Davis JCR Rubidoux Industrial Land Investors LLC, a Delaware limited liability company
Its: Member

By: Davis Clairmont Rubidoux LLC, a Delaware limited liability company
Its: Manager

By: Davis Rubidoux LLC, a Delaware limited liability company
Its: Managing Member

By: 
Name: Daniel Karcher
Title: Authorized Signer

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

STATE OF CALIFORNIA)
)ss.
COUNTY OF Orange)

On August 24, 2021, before me, Heather Santilli, a Notary Public in
and Daniel W. Karcher for said County and State, personally appeared
Daniel W. Karcher, 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

Heather Santilli



[SEAL]

EXHIBIT "A"
PUBLIC ROAD AND UTILITY EASEMENT
LEGAL DESCRIPTION
DED 21-002

THAT PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 19004, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER DOCUMENT RECORDED ON FEBRUARY 25, 2021 AS INSTRUMENT NO. 2021-0122327, OF OFFICIAL RECORDS, SAID RIVERSIDE COUNTY LYING WITHIN SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 WEST S.B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL A;

THENCE ALONG THE NORTHEASTERLY LINE THEREOF, SOUTH 52°29'19" EAST 9.13 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 68°08'15" WEST 45.41 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL A;


THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 37°30'41" EAST 15.07 FEET TO THE NORTHERLY LINE OF SAID PARCEL A;

THENCE ALONG SAID NORTHERLY LINE, NORTH 67°46'04" EAST 27.78 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 284 SQUARE FEET, MORE OR LESS.

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

PREPARED BY ME OR UNDER MY DIRECTION.



MICHAEL JAMES KNAPTON
P.L.S. 8012
REV: 06/30/2021

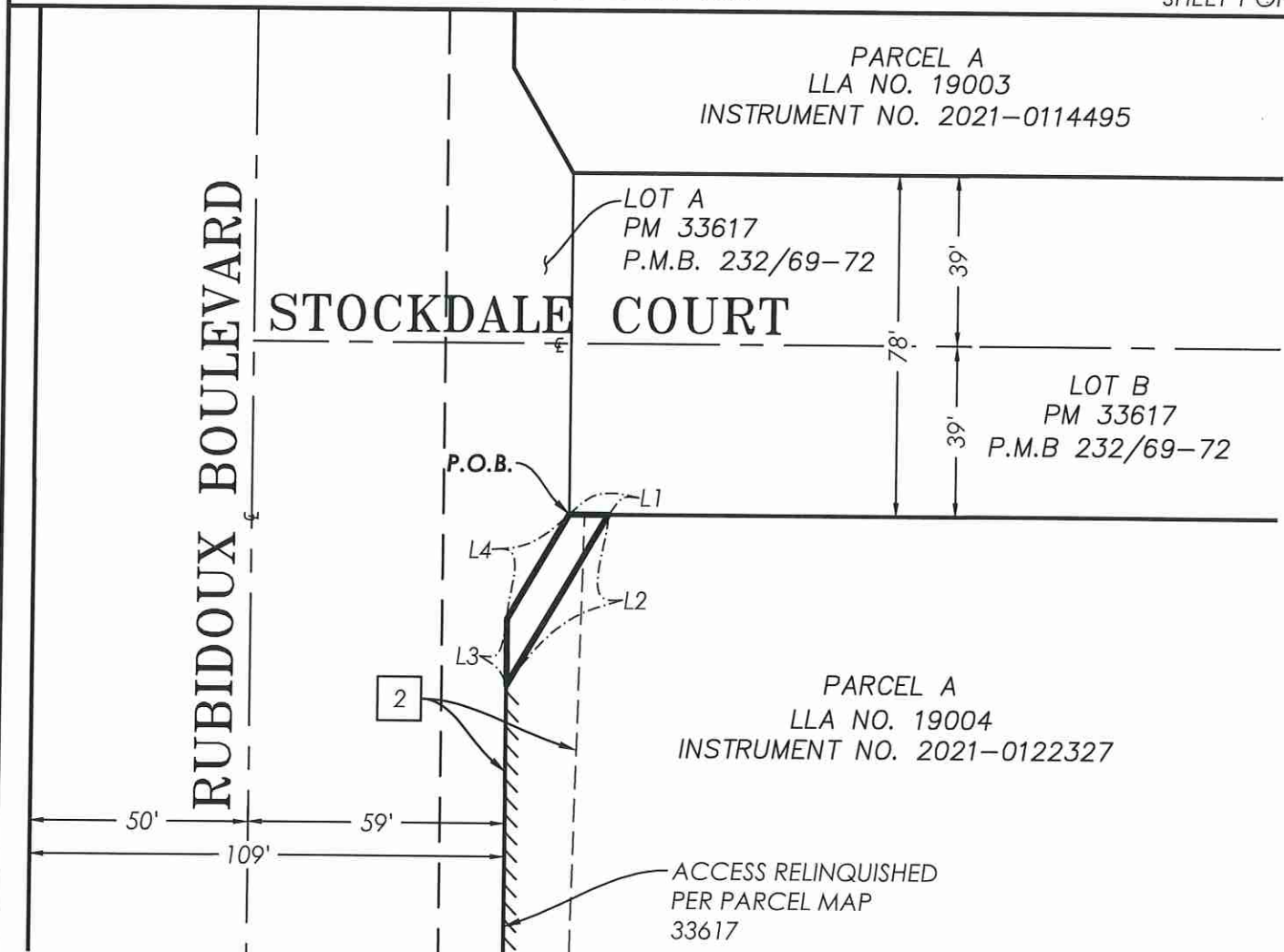
8/24/21

DATE



EXHIBIT "B"
PUBLIC ROAD AND UTILITY EASEMENT
DED 21-002

SHEET 1 OF 1

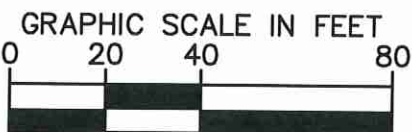


EASEMENT NOTES:

- 1 EASEMENT FOR SMOKE, GRASS, DIRT, AND VAPOR OF ANY KIND OF CHARACTER SUBMITTED, PRODUCED OR COMING FROM THE CEMENT PLANT, QUARRIES AND ROCK CRUSHER PURPOSES PER DOC. REC. 6/22/1917 IN BK 463, PG 161 OF DEEDS (BLANKET IN NATURE)
- 2 RESERVATION OF EASEMENT FOR PRIVATE DRAINAGE PURPOSES AS INDICATED ON PARCEL MAP NO. 33617

LEGEND

- LIMITS OF RIGHT OF WAY DEDICATION AREA = 284 SQ. FT.
- P.O.B.** POINT OF BEGINNING
- ACCESS RIGHTS RELINQUISHED PER PM NO. 33617



S.10, T.2S, R.5W

LINE DATA TABLE

-	BEARING	LENGTH
L1	S52° 29' 19"E	9.13'
L2	S68° 08' 15"W	45.41'
L3	N37° 30' 41"E	15.07'
L4	N67° 46' 04"E	27.78'

Kimley»Horn

401 B STREET, SUITE 600, SAN DIEGO, CA 92101
 PHONE: 619-234-9411
 WWW.KIMLEY-HORN.COM

City of Jurupa Valley

STAFF REPORT

DATE: SEPTEMBER 2, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER
BY: JOE PEREZ, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: AGENDA ITEM NO. 11.G

CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH RSG, INC. FOR AN AFFORDABLE HOUSING IN-LIEU FEE STUDY

RECOMMENDATION

- 1) That the City Council approve a Professional Services Agreement (Agreement) between the City of Jurupa Valley and RSG, Inc. in the amount of \$44,135 for an affordable housing in-lieu fee study, and authorize the Mayor to execute the Agreement on behalf of the City.

BACKGROUND

The City currently does not have an inclusionary housing ordinance at this time, but has been working with many recent housing development applicants to secure affordable housing as a component of approved projects. In some cases, the applicants are seeking to pay into a housing trust fund in-lieu of building affordable units on site. The purpose of the proposed study would be to ascertain what should be the fee charged in these circumstances. At some point in the future, the City may proceed to codify its inclusionary housing requirements by creating an ordinance.

The City is interested in working with RSG, Inc. to create an affordable housing in-lieu fee study to establish the appropriate fees the City could levy developers who choose not to offer inclusionary housing as a condition of approval. Due to the complex and ever changing set of federal and state laws regarding compliance and advancements of affordable housing initiatives and policies for the benefit of our community, the City would like to utilize RSG to provide these specialized services. RSG, Inc. provides a variety of services to several Cities throughout California. These services include various studies and professional guidance in areas such as affordable housing.

Under the proposed Agreement, RSG would be preparing a conventional in-lieu fee study including prototype project and market analysis, resulting in a calculation of possible in-lieu fees based on the per-unit cost for inclusionary housing on a project, then comparing the resulting fee to similar fees in the area for competitiveness. The fee would be reviewed periodically to ensure that assumptions and calculations are reasonable and align to policy objectives and market conditions.

The proposed Agreement with RSG, Inc. is for a not to exceed amount of \$44,135 and the scope of work for this Agreement is included in the description below:

Task 1 – Project Kickoff and Subsequent Meetings

RSG would coordinate a meeting with City staff to review the scope of services and schedule of work and deliverables as well as any special issues or considerations related to the local real estate market, affordable housing, public policy priorities, etc. Data that may be helpful in the process will be collected. There will be various City staff check-in meetings to review the administrative draft of the study.

RSG staff would attend future City Council meetings to present the study results. They would discuss the findings, conclusions, and recommendations of the Fee Study and answers questions from the City Council and public.

Task 2 – Analyze Market Conditions, Residential Development Costs, and Development Funding Gap

RSG would identify and evaluate current local market conditions for residential development in the City.

Residential Building Product Types - RSG would identify three residential building prototypes which may be developed in the City, including single family detached, condominium, and multifamily residential, informed by a review of comparable market developments and median unit sizes.

Pro Forma Analysis - RSG would prepare development pro formas for three prototypical residential buildings to estimate construction costs, financing costs, a baseline developer fee, and land costs. RSG would rely on construction cost data from Marshall & Swift Valuation Services and current market metrics for financing costs and development fees. Costs will be identified on a per unit and per square foot basis for each.

Affordable Unit Valuation - This step identifies the total sales revenue or rental valuations based on market capitalization rates for moderate-, low-, and very low-income categories, as defined under HCD's affordability standards.

Identify Ownership Funding Gap - For ownership units, the difference between the total estimated development cost and the affordable sale price will represent the affordable development funding gap associated with each income category.

Identify Rental Funding Gap - For rental units, the difference between the total estimated development cost and the estimated capitalized value of the net operating income will represent the affordable development funding gap associated with each income category.

Task 3 – Fee Comparison with Neighboring Jurisdictions

RSG will compare the proposed in-lieu fees with those in neighboring and similar communities, to assess whether the proposed fees may serve to impede development opportunities in the city by making it less competitive with other cities.

Task 4 – Summary Report

RSG will prepare an Administrative Draft of its report on findings, methodology, fee recommendations for City staff review and comments. After incorporating comments, RSG will deliver a Final Summary Report to be used as the basis for establishing revised inclusionary in-lieu fees.

Task 5 – Ordinance Preparation

RSG will work with the City Attorney on providing technical support for the draft ordinance to be considered by the City Council, but would defer to the City Attorney for drafting the ordinance itself.

The Services provided through this agreement will allow for more effective development of programs and policies related to future planning and affordable housing.

FINANCIAL IMPACT

The base cost for this service is estimated not to exceed \$44,135. It is recommended that \$44,135 be appropriated for RSG's professional services Agreement for an affordable housing in-lieu fee study. The total amount of the Agreement will not exceed \$44,135 over the term of one year. The funding for this agreement will be appropriated from the Consulting Services Account in the Community Development Department FY 2021-2022 Budget.

ALTERNATIVES

1. Elect not to enter into the agreement at this time and provide staff with additional direction.

Prepared by:



Joe Perez
Community Development Director

Submitted by:



Rod B. Butler
City Manager

Reviewed by:



Connie Cardenas
Administrative Services Director

Reviewed by:



Peter M. Thorson
City Attorney

Reviewed by:



Michael Flad
Assistant City Manager

ATTACHMENTS

1. Professional Services Agreement with RSG, Inc.
2. RSG, Inc. Proposal

**AGREEMENT FOR MEAL CONSULTANT SERVICES BETWEEN THE
CITY OF JURUPA VALLEY AND RSG, INC. FOR AN AFFORDABLE
HOUSING IN-LIEU FEE STUDY**

(PROFESSIONAL SERVICES OTHER THAN PUBLIC WORKS)

THIS AGREEMENT is made and effective as of September 2, 2021, between the City of Jurupa Valley ("City") and RSG, Inc., a California Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Term

This Agreement shall commence on September 2, 2021, and shall remain and continue in effect until tasks described herein are completed in accordance with the Scope of Services, but in no event later than September 2, 2022 unless sooner terminated pursuant to the provisions of this Agreement.

2. Services

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. Performance

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

4. Payment

A. The City agrees to cause Consultant to be paid monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Quotation for Service, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed forty four thousand, one hundred thirty five dollars (\$44,135.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. Suspension or Termination of Agreement Without Cause

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 4.

6. Default Of Consultant

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

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he or she shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. Ownership and Maintenance Of Documents

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of

City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of two (2) years after receipt of final payment.

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

8. Indemnification.

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

9. Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insured maintained by the Additional Insureds shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that the insurer shall endeavor to provide thirty (30) days' prior written notice, by certified mail, return receipt requested, to the City prior to any action to suspend, void, cancel or otherwise reduce in coverage or in limits.

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

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

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

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

10. Independent Contractor

A. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its

officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. Legal Responsibilities

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

12. Confidentiality; Release Of Information

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

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

13. Assignment

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

14. General Provisions

A. Notices

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (I) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a

receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Jurupa Valley
8930 Limonite
Jurupa Valley, CA 92509
Attention: City Manager

To Consultant: James C. Simon
17872 Gillette Avenue, Suite 350
Irvine, CA 92614

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

C. Governing Law; Venue

1) The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

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

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

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

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

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

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

CITY OF JURUPA VALLEY

Lorena Barajas, Mayor

ATTEST:

Victoria Wasko, CMC
City Clerk

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

CONSULTANT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

EXHIBIT A
SCOPE OF SERVICES



17872 GILLETTE AVE.
SUITE 350
IRVINE, CA 92614

714 541 4585
INFO@WEBRSG.COM
WEBRSG.COM

August 19, 2021

Via Electronic Mail

Joe Perez, Community Development Director
CITY OF JURUPA VALLEY
8930 Limonite Avenue
Jurupa Valley, CA 92509

PROPOSED WORK PLAN OPTIONS FOR CREATING AFFORDABLE HOUSING IN-LIEU FEE

Dear Mr. Perez:

Thank you for contacting RSG to assist the City of Jurupa Valley create an affordable housing in-lieu fee study. We understand the purpose of study is to establish the appropriate fees the City could levy developers who choose not to offer inclusionary housing as a condition of approval.

The City currently does not have an inclusionary housing ordinance at this time, but has been working with many recent applicants to secure affordable housing as a component of approved projects. In some cases, the applicants are seeking to pay into a housing trust fund in-lieu of building the units on site; the purpose of this study is to ascertain what should be the fee charged in these circumstances. At some point in the future, the City may proceed to codify their inclusionary housing requirements by creating an ordinance but at this point in time, the City is focused on creating the in-lieu fee.

APPROACH

RSG would be preparing a conventional in-lieu fee study including prototype project and market analysis, resulting in a calculation of possible in-lieu fees based on the per-unit cost for inclusionary housing on a project, then comparing the resulting fee to similar fees in the area for competitiveness. RSG would recommend that the fee be reviewed periodically, and no later than when the City adopts an inclusionary housing ordinance. This is to ensure that assumptions and calculations are reasonable and align to policy objectives and market conditions.

SCOPE OF WORK

Task 1 – Project Kickoff and Subsequent Meetings

First, RSG would coordinate a virtual meeting with City staff to review the scope of services and schedule of work and deliverables as well as any special issues or considerations related to the local real estate market, affordable housing, public policy priorities, etc. We will also collect any data that may be helpful in the process.

RSG anticipates that there will be one virtual City staff check-in meeting to review the administrative draft of the study.

If requested by the City, an in-person attendance at a City Council meeting to present the study results. RSG would present the findings, conclusions, and recommendations of the Fee Study and answers questions from the City Council and public.

The scope is estimating a total of two virtual meetings and one in-person meeting.

Task 2 – Analyze Market Conditions, Residential Development Costs, and Development Funding Gap

RSG would identify and evaluate current local market conditions for residential development in the City.

Residential Building Product Types - RSG will identify three residential building prototypes which may be developed in the City, including single family detached, condominium, and multifamily residential, informed by a review of comparable market developments and median unit sizes.

Pro Forma Analysis - RSG will prepare development pro formas for three prototypical residential buildings to estimate construction costs, financing costs, a baseline developer fee, and land costs. RSG will rely on construction cost data from Marshall & Swift Valuation Services and current market metrics for financing costs and development fees. Costs will be identified on a per unit and per square foot basis for each.

Affordable Unit Valuation - This step identifies the total sales revenue or rental valuations based on market capitalization rates for moderate-, low-, and very low-income categories, as defined under HCD's affordability standards.

Identify Ownership Funding Gap - For ownership units, the difference between the total estimated development cost and the affordable sale price will represent the affordable development funding gap associated with each income category.

Identify Rental Funding Gap - For rental units, the difference between the total estimated development cost and the estimated capitalized value of the net operating income will represent the affordable development funding gap associated with each income category.

Task 3 – Fee Comparison with Neighboring Jurisdictions

RSG will compare the proposed in-lieu fees with those in neighboring and similar communities, to assess whether the proposed fees may serve to impede development opportunities in the city by making it less competitive with other cities.

Task 4 – Summary Report

RSG will prepare an Administrative Draft of its report on findings, methodology, fee recommendations for City staff review and comments. After incorporating comments, RSG will deliver a Final Summary Report to be used as the basis for establishing revised inclusionary in-lieu fees.

Task 5 – Ordinance Preparation

RSG will work with the City Attorney on providing technical support for the draft ordinance to be considered by the City Council, but would defer to the City Attorney for drafting the ordinance itself.

Joe Perez, Community Development Director
CITY OF JURUPA VALLEY
August 19, 2021
Page 3

FEE PROPOSAL

RSG has developed a not-to-exceed fee estimate for both scope of work options, to be charge on a time and materials basis in accordance with the fee schedule below. The not to exceed budget is \$44,135. See the following page for details on the scope of work and tasks involved.

Principal / Director	\$ 275
Senior Associate	\$ 200
Associate	\$ 185
Senior Analyst	\$ 150
Analyst	\$ 135
Research Assistant	\$ 125
Technician	\$ 80
Clerical	\$ 60
Reimbursable Expenses	Cost plus 10%

RSG does not charge clients for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage or incidental copies. However, we do charge for messenger services, overnight shipping/express mail costs, and teleconferencing services. We also charge for copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

RSG issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended and the hourly rate.

Sincerely,



Jim Simon, Principal

Joe Perez, Community Development Director
 CITY OF JURUPA VALLEY
 August 19, 2021
 Page 4

Scope of Services Affordable Housing In-Lieu Fee Survey City of Jurupa Valley (August 2021)		Task Hours & Billing Rate					Total Not to Exceed
		Principal \$ 275	Director \$ 275	Associate \$ 185	Analyst \$ 135	Res. Asst. \$ 125	
Task 1	Full In-Lieu Fee Study	6	79	64	42	26	217 \$ 44,135
Task 1.1	Meetings (2 virtual, 1 in person)	4	15	14	4	2	39 8,605
Task 1.2	Data Collection & Analysis (Market Pricing, Costs, Funding Gap)	-	19	45	34	14	112 19,890
Task 1.3	In-Lieu Fee Survey	-	5	1	-	10	16 2,810
Task 1.4	Prepare and Present Report	2	30	4	4	-	40 10,080
Task 1.5	Work with Legal Counsel on Implementing Ordinance Drafting	-	10	-	-	-	10 2,750

City of Jurupa Valley

STAFF REPORT

DATE: SEPTEMBER 2, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

BY: JOE PEREZ, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: AGENDA ITEM NO. 13.A

**PUBLIC HEARING TO CONSIDER ZONING CODE AMENDMENT
NO. 20004 (ZCA20004) REVISING THE CITY'S MULTIPLE FAMILY
RESIDENTIAL DEVELOPMENT STANDARDS**

RECOMMENDATION

- 1) That the City Council conduct a first reading and introduce Ordinance No. 2021-19, entitled:

**AN ORDINANCE OF THE CITY OF JURUPA VALLEY REVISING THE
JURUPA VALLEY MUNICIPAL CODE PERTAINING TO MULTIPLE FAMILY
DEVELOPMENT STANDARDS AND FINDING THE ACTION EXEMPT
FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)
UNDER SECTION 15061 (B) (3) OF THE CEQA GUIDELINES**

BACKGROUND

On February 20, 2020, the City Council adopted Multiple Family Residential Development Standards (standards) consistent with the provisions of State law. At the same time, the City Council initiated action to continue discussing the standards for potential changes with a multiple family affordable housing developer (Palm Communities) as well as changes to the evaluation of parking requirements.

As requested by the City Council, Palm Communities and City staff met to address potential limitations the new standards could place on affordable housing development. The meetings resulted in the identification of constraints and potential modifications. Five study sessions were conducted with the Planning Commission to examine recommended changes: December 9, 2020; February 24, 2021; March 24, 2021; April 7, 2021; and May 26, 2021. On May 26, 2021, the Planning Commission provided recommended revisions and requested a public hearing to be scheduled for the proposed code amendment.

At the Planning Commission public hearing conducted on August 11, 2021, the Planning Commission by a vote of 5-0, adopted Resolution No. 2021-08-11-01 recommending that the City Council adopt the proposed revisions. The staff report and Resolution are attached to this report.

RECOMMENDED REVISIONS

The following is a summary of the changes recommended by the Planning Commission with further clarification from the Community Development Department. Item Nos. 2 (Buffers from adjacent commercial, industrial or institutional uses), 7c (Parking Management Plan), and 9 (Private Open Space) were slightly modified since the Planning Commission meeting on August 11, 2021 to clarify the requirements of the standards. The adopted Planning Commission Resolution (see Attachment No. 2) presents the original recommended conditions.

1. Section 9.240.545 (A) Definitions

One of the standards establishes the setback requirement between multiple family dwellings and institutional zones/uses. However, Jurupa Valley's Municipal Code does not include a definition of "institution" (it only defines "educational institution"). A more comprehensive definition of the word "institutional" should be adopted.

The new definition is recommended to read as follows:

"Institutional means an organization, establishment, foundation, society (or the like) devoted to the promotion of a particular cause or program(s), especially one of public, educational, or charitable character. Examples of institutional uses, activities, or structures include: hospitals; clinics; daycare facilities; senior centers; convalescent facilities; elementary, middle and high schools; colleges and universities; public buildings; prisons; post offices; and parks and park facilities."

2. Section 9.240.545 (B)(8)(a). Buffers from adjacent commercial, industrial or institutional uses.

This subsection includes a standard requiring that a multiple family dwelling development be setback a minimum of fifty (50) feet from any property line abutting property zoned for or used for, commercial, industrial and institutional activities or structures.

It was determined that the application of this standard would substantially reduce the developable area for future housing sites. To provide flexibility and to ensure the intent of State law (to promote additional housing) is implemented, it was recommended that:

- 50-foot setback requirement be limited to living areas within buildings from commercial and industrial activities or structures; and
- Living areas within residential structures be setback 20 feet from institutional activities or structures.

It is proposed that the standard be amended to read as follows with further clarification:

“Residential structures shall be setback a minimum of fifty (50) feet from any property line abutting property zoned for, or used for, commercial and/or industrial activities or structures. The 50-foot setback shall only apply to the living areas within the buildings and not any detached accessory structures, recreation buildings, or structures, parking lots, or any portion of the residential structure not used for living and habitation. The living areas of residential structures shall be setback a minimum of twenty (20) feet from any property line abutting property zoned for, or used for, institutional activities or structures.”

3. Section 9.240.545 (B),(6)(a) Landscape Area.

One of the provisions of this subsection requires that new multiple family dwelling developments provide a twenty (20) foot wide landscape area adjacent to the right-of-way line of all abutting streets, excepting driveways, walkways, or utilities.

In an effort to provide flexibility for affordable housing development, a recommended revision was made to allow a reduced landscape area from twenty (20) feet wide to fifteen (15) feet wide when the project meets the requirements for a “streamlined permitting process.” The “streamlined permitting process” refers to projects providing below market-rate housing as provided for in Government Code Section 65913.4. It is recommended that the standard be amended to read as follows:

“New development shall include a minimum of twenty (20) foot wide landscape area adjacent to the right-of-way line of all abutting streets, excepting driveways, walkways, or utilities. Modifications to the minimum twenty (20) foot wide landscape area may be approved by the approving body of the entitlement(s) only for certain areas that are identified as pedestrian-friendly by the General Plan. However, when a proposed multiple family dwelling project meets the requirements for a streamlined permitting process pursuant to Government Code Section 65913.4, as may be amended from time to time, the landscape requirement may be reduced to a fifteen (15) foot wide landscape area adjacent to the right-of-way line of all abutting streets, excepting driveways, walkways, or utilities.”

4. Section 9.240.545 (B)(10)(a) Project Design (setbacks, height, roof materials, equipment screening, etc.).

Subsection (a) specifies that multiple family development projects are subject to the setback and height requirements applicable to the zone in which the property is located.

This standard was included in an effort to promote compatibility between adjoining developments. However, it was determined that some limited flexibility could be allowed for affordable housing projects that complies with Government Code Section 65913.4 which would result in reduced massing and increased building articulation. As a result of discussions with representatives from Palm Communities, a revised standard was presented to the Planning Commission. The standard would allow the construction of one-story building at the setback line and any additional stories to be setback 20 feet from the setback line. The Planning Commission did not have any concern and recommended the following revised standard to the City Council:

“Multiple family dwelling projects shall be subject to the setback and height requirements applicable to the zone in which the property is located. If the proposed multiple family dwelling project complies with Government Code Section 65913.4, as may be amended from time to time, one-story buildings shall be permitted at the setback line and additional stories shall be permitted if the building is setback twenty (20) feet from the setback line.”

5. Section 9.240.545 (B) (10) (c) Project Design (setbacks, height, roof materials, equipment screening, etc.).

Subsection (c) requires that all pad-mounted mechanical equipment be sound attenuated with baffles or other elements that prevent audible sounds more than ten (10) feet from the equipment and shall be screened from view by a combination of walls, fences and landscaping.

This standard was included in an effort to address potential noise impacts emanating from outdoor air conditioning units. However, after further research, it was discovered that heating and air conditioning equipment are exempt from the City’s Noise Ordinance (Section 11.05.020, subsection 12). It is recommended that this provision be removed to eliminate conflicting sections within the Municipal Code.

6. Section 9.240.545 (B)(11)(a) Project design.

Subsection (a) specifies that buildings within fifty (50) feet of any street right-of-way line shall not exceed one (1) story in height, provided however, a one and two-story building shall be located such that the two-story portion of the building is more than fifty (50) feet from any other street right-of-way line.

The intent of this regulation is to reduce architectural massing and bulk of large building facades by creating varying setback requirements for one and two-story building heights. To better articulate the desired result, it is recommended that:

- The project be subject to the required front setback of the underlying zone
- For affordable housing projects that complies with Government Code Section 65913.4, the project can be constructed at the setback line if it is one-story. For two-stories, it can be constructed 20 feet from the setback line and any additional stories may be constructed 30 feet from the setback line as long as it does not exceed maximum building height.

The proposed standard should be revised to read as follows:

“Front setbacks shall be subject to the setback requirements applicable to the zone in which the property is located. If the proposed multiple family dwelling project complies with Government Code Section 65913.4, as may be amended from time to time, one-story buildings shall be permitted at the setback line and two-stories shall be permitted if the building is setback twenty (20) feet from the setback line. Any additional stories, over two stories that do not exceed the maximum building height for the underlying zone, shall maintain a thirty (30) foot setback from the setback line.”

7. Section 9.240.120 Off-street vehicle parking.

a) Market Rate Multiple Family Dwellings and Guest Parking Spaces

The City Council expressed concerns with “spillover” parking and directed the Planning Commission to evaluate parking requirements for market-rate multiple family dwellings. At previous study sessions, the Planning Commission recommended to add provisions requiring one (1) guest parking space for every four (4) market-rate units and to increase the calculation for market-rate, multiple family dwellings by 0.25 spaces.

Since these earlier study sessions, it is recommended that we postpone the efforts to address the requirement for guest parking spaces for the following reasons:

- The State Legislature is scheduled to consider Assembly Bill 1401 (AB1401) on August 26, 2021 that would render the City’s parking requirements null for any project located within ½ mile of public transit.
- As the City is required to remove barriers to new housing construction, the increased parking requirement would be considered a barrier. If we proceed with this requirement, it could cause complications with the certification of the City’s Housing Element by the State of California Housing and Community Development Department.

The requirement of guest parking spaces for market-rate developments is recommended to be postponed until the status of the AB1401 is known and certification of the Housing Element achieved.

In the meantime, one of the proposed modified standards requires a Parking Management Plan (see Item No. 7c below) that will help mitigate the potential negative impacts caused from spillover parking.

b) Fractional Parking Spaces

The City Council expressed concern with parking calculations resulting in fractional numbers. Since fractional parking spaces do not exist, the following statement is recommended to be included in the Municipal Code (Section 9.240.120) to clarify the City’s methodology when fractional spaces occur.

“The following tables are designed to allow calculation of parking spaces required for uses shown, with any fractions rounded up to the nearest whole number”

c) Parking Management Plan

The Planning Commission also recommended that a “Parking Management Plan” be required when development consists of three (3) or more multiple family dwellings. The following provision is recommended to be included into Section 9.240.545 (B):

“A Parking Management Plan shall be submitted in conjunction with any application for the construction of a multiple family dwelling development project or the residential portion of any mixed-use development project that consists of three (3) or more dwelling units. The Parking Management Plan shall be submitted to the Community Development Director, or his or her designee, for review and approval, approval with modifications, or

denial. If applicable, the Community Development Director, or his or her designee, may require that lease agreements, and any related documents, must include the Parking Management Plan or other parking regulations or programs. The Parking Management Plan shall:

- (i) Identify the assigned resident and guest parking space(s) to each unit;
- (ii) Include a requirement that for projects that include “for sale” units, the Parking Management Plan shall be included, by reference, as part of applicable covenants, conditions and restrictions;
- (iii) Include methods of parking enforcement and provisions for penalties and/or violations,” and
- (iv) Include a provision that provides authority to the Community Development Director to approve or deny a modification to the Parking Management Plan.”

8. Section 9.240.545 Development Standards (B).

When the Development Standards for multiple family dwellings were adopted in February 2020, one (1) zone, R-D (Regulated Development Areas) zone, had been inadvertently omitted from the list of zones where the standards will apply. It is recommended that the R-D zone should be added to the list. Section 9.240.545 (B) should be revised to read as follows:

*“B. Multiple family dwellings may be erected in the R-2, R-2A, R-3, R-4, R-6 **and R-D** Zones subject to the following development standards:”*

9. Section 9.240.545 Development Standards (B) (1) (b).

During recent meetings with interested housing developers, discussions of the City’s current requirements for private open space per unit occurred. Developers noted that the City required more private open space than those of surrounding cities. The code requires 20% of total square feet of floor area of private open space per market-rate unit and 75 square feet of private open space per affordable unit were discussed.

A survey of 13 Inland Empire cities indicated that the City’s requirements are significantly higher and that no other cities use a percentage of floor area to determine the amount of private open space required.

When the current requirement was applied to various sizes of units, the amount of open space per unit in Jurupa Valley resulted in the highest amount of private open space required of the 13 cities surveyed. Averaging the amount of private open space derived from the 13 cities equates to 115 square feet per unit.

It is recommended that the Jurupa Valley requirement for private open space for market-rate units be changed from a percentage to a specific number to align more closely with the methodology in the area. The Jurupa Valley standard should also be amended to reflect a specific “above ground” requirement since the same number for ground floor units would be difficult to achieve on a second floor and could result in a lack of articulated architectural features. The average amount of private open space for above-ground units required (of the seven (7) cities surveyed) equates to approximately 75 square feet.

Given that Jurupa Valley is promoting quality new construction with the intent to create healthy and livable communities while encouraging new housing development, it is recommended that the requirement be calculated using the average of 115 square feet for ground floor units and 75 square feet for above-ground floor units.

In addition, it is recommended that projects including the payment of in-lieu housing fees (as an alternative to providing on-site affordable housing units) and as approved by the Community Development Director, should be subject to private open space requirement for affordable units (75 square-feet) instead of the requirement for market-rate units (115 square-feet). Including the provision for “in-lieu” housing fee payments is another mechanism the City may use to incentivize affordable housing.

It is recommended that Section 9.240.545 (B) (1) (b) be revised to read as follows:

“Multiple family dwelling projects shall provide a minimum of 115 square-feet of private open space for ground floor units and 75 square feet for units above the ground floor. Multiple family dwelling projects that satisfy the requirement of California Government Code Section 65913.4, as may be amended, shall be required to provide a minimum of 75 square feet of private open space for each unit on the ground floor. There is no requirement for units above ground floor. If a market-rate multiple family dwelling project includes in-lieu fees for affordable housing units as an alternative to designating units as affordable (as stipulated in Government Code Section 65913.4), the Community Development Director may reduce the private open space requirement to 75 square feet for units on the ground floor. There is no requirement for private open space for above ground units.”

It would also be beneficial to further revise the private open space requirement to require a minimum dimension of eight (8) feet for ground units and five (5) feet for above ground units to provide for greater flexibility in architectural design and building articulation while still ensuring usable space.

It is recommended that Section 9.240.545 (B)(1) (a) be revised to read as follows:

“Private open space shall be located adjacent to and be directly accessible by, the dwelling unit that it serves, and shall not have a dimension less than eight (8) feet when located on the ground floor and .a dimension less than five (5) feet for above ground units.

10. Other Modifications to the Municipal Code

Permit Parking Programs. During the Planning Commission’s review of the proposed zoning code amendment, residential parking permit programs were discussed as another mechanism to address “spillover” parking problems. Although already an allowed function through the California Vehicle Code, we had indicated that the City may want to add a provision making it clear that the City has the ability to establish such programs.

The provision for Permit Parking Programs was initially proposed for inclusion in Title 9 (Planning and Zoning) of the zoning code, however, upon further evaluation; it is recommended that reference to Parking Permit Programs be expanded to include commercial uses, parks and entertainment uses since spillover impacts are not limited to residential uses. Given that permit parking programs should include other

uses, it is recommended that reference to such programs should be located in Title 12 of the Municipal Code (Vehicles and Traffic) instead of 9 (Planning and Zoning).

NOTICING REQUIREMENTS

An advertisement for this public hearing was published in the Press Enterprise on August 23, 2021.

ENVIRONMENTAL REVIEW

No further environmental review is necessary for ZCA 20004 pursuant to Section 15061 (b) (3) (Common Sense Exemption) of Title 14 of the California Code of Regulations (State CEQA Guidelines).

FINANCIAL IMPACT

Costs associated with staff time and legal review would be funded through the General Fund.

ALTERNATIVES

1. Recommended Action: That the City Council conduct a first reading and introduce Ordinance No. 2021-19, approving Zoning Code Amendment No. 20004 (ZCA21004), pertaining to Multiple Family Development Standards.
2. Provide alternative direction to staff.
3. Council may elect not to adopt Ordinance No. 2021-19.

Prepared by:



Joe Perez
Community Development Director

Submitted by:



Rod B. Butler
City Manager

Reviewed by:



Connie Cardenas
Administrative Services Director

Reviewed by:



Peter M. Thorson
City Attorney

Reviewed by:

A handwritten signature in black ink, appearing to read 'Michael Flad', written over a horizontal line.

Michael Flad
Assistant City Manager

ATTACHMENTS

1. Draft Ordinance No. 2021-19
2. Adopted Planning Commission Resolution No. 2021-08-11-01
3. Planning Commission Staff Report (August 11, 2021)

ATTACHMENT 1

ORDINANCE NO. 2021-19

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING THE JURUPA VALLEY MUNICIPAL CODE CONCERNING MULTIPLE FAMILY DWELLING DEVELOPMENT STANDARDS, AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061(B)(3) OF THE CEQA GUIDELINES

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

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

(a) At the March 5, 2020 regular City Council meeting, the City Council initiated an amendment to Sections 9.240.120 and 9.240.545 of Chapter 9.240 ("General Provisions") of Title 9 ("Planning and Zoning") of the Jurupa Valley Municipal Code, to amend certain development standards, including off-street parking standards, applicable to multiple family dwellings (ZCA No. 20004) (the "Code Amendment"), and requested that the Planning Commission study and report on the proposed Code Amendment, as set forth in this Ordinance.

(b) On July 21, 2021, the Planning Commission of the City of Jurupa Valley held a public hearing on the proposed Code Amendment set forth in this Ordinance, at which time all persons interested in the proposed Code Amendment had the opportunity and did address the Planning Commission on these matters. Following the receipt of public testimony the Planning Commission closed the public hearing. At the conclusion of the Planning Commission hearings and after due consideration of the testimony, the Planning Commission adopted Resolution No. 2021-07-21-01 recommending that the City Council approve the proposed Code Amendment.

(c) On September 2, 2021, the City Council of the City of Jurupa Valley held a duly noticed public hearing on the proposed Code Amendment, at which time all persons interested in the Project 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.

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

Section 2. California Environmental Quality Act Findings. The proposed Code Amendment is exempt from the requirements of the California Environmental Quality Act ("CEQA") and the City's local CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed Code Amendment, amending certain development standards, including off-street parking standards, applicable to multiple family dwellings, will have a significant effect on the environment. The proposed Code Amendment is an administrative process of the City that will not result in direct or indirect physical changes in the environment. The City Council has reviewed the administrative record concerning the proposed Code Amendment and the proposed CEQA determinations, and based on its own independent judgment, finds that the Code Amendment 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 21080.17 and CEQA Guidelines Section 15061(b)(3).

Section 3. Project Findings. The City Council hereby finds, as required by the Jurupa Valley Ordinances and applicable state law, that the proposed Code Amendment should be adopted because the proposed Code Amendment is consistent with the City of Jurupa Valley 2017 General Plan in that:

(a) Housing Element Policy 1.1.17 Flexible Standards provide that the City should continue to provide for “flexibility in the design of residential development through the processing of Planned Unit Developments (“PUDs”), area and specific plans, and town center plans, and through the application of Zoning Ordinance provisions allowing flexible lot sizes and development standards”; and

(b) Housing Element Policy 2.1.9 Remove Government Constraints states that the City should “evaluate the zoning ordinance, subdivision requirements, and other City regulations to remove governmental constraints to the maintenance, improvement, and development of housing, where appropriate and legally possible.”

Section 4. Amendment to Section 9.240.120. Subsection B.(1)(b)(ii) of Section 9.240.120, Off-Street Vehicle Parking, of Chapter 9.240, General Provisions, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(ii) The following tables ~~is~~are designed to allow calculation of parking spaces required for the uses shown, with any fractions rounded up to the nearest whole number.”

Section 5. Amendment to Section 9.240.545. Subsections A.(2)-(4) of Section 9.240.545., Development Standards—Multiple Family Dwellings, of Chapter 9.240, General Provisions, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code are hereby renumbered to Subsections A.(3)-(5).

Section 6. Amendment to Section 9.240.545. A new Subsection A.(2) is hereby added to Section 9.240.545., Development Standards—Multiple Family Dwellings, of Chapter 9.240, General Provisions, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“(2) Institutional means an organization, establishment, foundation, society (or the like) devoted to the promotion of a particular cause or program(s), especially one of public, educational, or charitable character. Examples of institutional uses, activities, or structures include: hospitals; clinics; day care facilities; senior centers; convalescent facilities; elementary, middle and high schools; colleges and universities; public buildings; prisons; post offices; and parks and park facilities.”

Section 7. Amendment to Section 9.240.545. Subsection B. of Section 9.240.545., Development Standards—Multiple Family Dwellings, of Chapter 9.240, General Provisions, of

Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“B. Multiple family dwellings may be erected in the R-2, R-2A, R-3, R-4, ~~and R-6~~ and R-D Zones subject to the following development standards:”

Section 8. Amendment to Section 9.240.545. Subsection B.(1)(a) of Section 9.240.545., Development Standards—Multiple Family Dwellings, of Chapter 9.240, General Provisions, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(a) Private open space shall be located adjacent to, and be directly accessible by, the dwelling unit that it serves, and shall have no dimension less than eight (8) feet when located on the ground floor and a dimension less than five (5) feet for above ground units.”

Section 9. Amendment to Section 9.240.545. Subsection B.(1)(b) of Section 9.240.545., Development Standards—Multiple Family Dwellings, of Chapter 9.240, General Provisions, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(b) ~~Multiple family~~Each dwelling project~~unit shall provide a minimum of~~have not less than one hundred fifteen (115) square feet of (1) private open space for ground floor units that is a minimum of twenty (20) percent of the interior floor area of the dwelling unit, except that for and seventy-five (75) square feet for units above the ground floor. M~~multiple family dwelling projects that satisfy the requirements of California Government Code Section 65913.4, as may be amended, the private open space shall be a maximum of seventy-five (75) square feet~~multiple family dwelling projects that satisfy the requirements of California Government Code Section 65913.4, as may be amended, the private open space shall provide a minimum of seventy-five (75) square feet of private open space for each unit on the ground floor. If a market rate multiple family dwelling project includes in-lieu fees for affordable housing as an alternative to designating units as affordable (as stipulated in Government Code Section 65913.4, as may be amended), the Community Development Director may reduce the private open space requirement to seventy-five (75) square feet for units on the ground floor. There shall be no requirement for private open space for above ground units.”

Section 10. Amendment to Section 9.240.545. A new Subsection B.(5)(b) is hereby added to Section 9.240.545., Development Standards—Multiple Family Dwellings, of Chapter 9.240, General Provisions, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“(b) A Parking Management Plan shall be submitted in conjunction with any application for the construction of a multiple family dwelling development project or the residential portion of any mixed-use development project that consists of three (3) or more dwelling units. The

Parking Management Plan shall be submitted to the Community Development Director, or his or her designee, for review and approval, approval with modifications, or denial. If applicable, the Community Development Director, or his or her designee, may require that lease agreements, and any related documents, must include the Parking Management Plan or other parking regulations or programs. The Parking Management Plan shall:

- (i) Identify the assigned resident and guest parking space(s) to each unit;
- (ii) Include a requirement that for project that include “for sale” units, the Parking Management Plan shall be included, by reference, as part of applicable covenants, conditions and restrictions;
- (iii) Include methods of parking enforcement and provisions for penalties and/or violations; and
- (iv) Include a provision that provides authority to the Community Development Director to approve or deny a modification to the Parking Management Plan.”

Section 11. Amendment to Section 9.240.545. Subsection B.(6)(a) of Section 9.240.545., Development Standards—Multiple Family Dwellings, of Chapter 9.240, General Provisions, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

- “(a) ~~A~~New development shall include a minimum of twenty (20) foot wide landscape area ~~shall be provided for adjacent to the right-of-way line of all abutting streets, excepting driveways, walkways, or utilities.~~ Modifications to the minimum twenty (20) foot wide landscape area may be approved by the approving body of the entitlement(s) only for certain areas that are identified as pedestrian-friendly by the General Plan. However, if a proposed multiple family dwelling project meets the requirements for a streamlined permitting process pursuant to Government Code Section 65913.4, as may be amended from time to time, the landscape requirement may be reduced to a fifteen (15) foot wide landscape area adjacent to the right-of-way line of all abutting streets, excepting driveways, walkways, or utilities.”

Section 12. Amendment to Section 9.240.545. Subsection B.(8)(a) of Section 9.240.545., Development Standards—Multiple Family Dwellings, of Chapter 9.240, General Provisions, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

- “(a) Residential structures shall be set back a minimum of fifty (50) feet from any property line abutting property zoned for, or used for, commercial; ~~and/or industrial, or institutional~~ activities or structures. The fifty (50)

foot setback shall only apply to the living areas within the buildings and not any detached accessory structures, recreation buildings, or structures, parking lots, or any portion of the residential structure not used for living and habitation. The living areas of the residential structures shall be setback a minimum of twenty (20) feet from any property line abutting property zoned for, or used for, institutional activities or structures.”

Section 13. Amendment to Section 9.240.545. Subsection B.(10)(a) of Section 9.240.545., Development Standards—Multiple Family Dwellings, of Chapter 9.240, General Provisions, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(a) Multiple family dwelling projects shall be subject to the setback and height requirements applicable to the zone in which the property is located. If the proposed multiple family dwelling project complies with Government Code Section 65913.4, as may be amended from time to time, one-story buildings shall be permitted at the setback line and additional stories shall be permitted if the building is setback twenty (20) feet from the setback line.”

Section 14. Amendment to Section 9.240.545. Subsection B.(10)(c) of Section 9.240.545., Development Standards—Multiple Family Dwellings, of Chapter 9.240, General Provisions, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby deleted in its entirety as follows:

~~“(e) All pad mounted mechanical equipment shall be sound attenuated with baffles or other elements that prevent audible sounds more than ten (10) feet from the equipment and shall be screened from view by a combination of walls, fences, and landscaping.”~~

Section 15. Amendment to Section 9.240.545. Subsection B.(11)(a) of Section 9.240.545., Development Standards—Multiple Family Dwellings, of Chapter 9.240, General Provisions, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(a) ~~Buildings within fifty (50) feet of any street right-of-way line shall not exceed one (1) story in height, provided however a one and two-story building shall be located such that the two-story portion of the building is more than fifty (50) feet from any street right-of-way line.~~ Front setbacks shall be subject to the setback requirements applicable to the zone in which the property is located. If the proposed multiple family dwelling project complies with Government Code Section 65913.4, as may be amended from time to time, one-story buildings shall be permitted at the setback line and two stories shall be permitted if the building is setback twenty (20) feet from the setback line. Any additional stories over two stories that do not exceed the maximum building height of the underlying zone shall maintain a thirty (30) foot setback from the setback line.”

Section 16. Severability. If any sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each sentence, clause or phrase thereof irrespective of the fact that any one or more sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

Section 17. Effect of Ordinance. This Ordinance is intended to supersede any ordinance or resolution of the County of Riverside adopted by reference by the City of Jurupa Valley in conflict with the terms of this Ordinance.

Section 18. Certification. The City Clerk of the City of Jurupa Valley shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

Section 19. Effective Date. This Ordinance shall take effect on the date provided in Government Code Section 36937.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Jurupa Valley on this 7th day of October, 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. 2021-19 was introduced at a meeting of the City Council of the City of Jurupa Valley on the 2nd day of September, 2021, and thereafter at a regular meeting held on the 7th day of October, 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 7th day of October, 2021

Victoria Wasko, City Clerk
City of Jurupa Valley

ATTACHMENT 2

RESOLUTION NO. 2021-08-11-01

A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF JURUPA VALLEY RECOMMENDING
THAT THE CITY COUNCIL OF THE CITY OF JURUPA
VALLEY AMEND THE JURUPA VALLEY MUNICIPAL
CODE CONCERNING MULTIPLE FAMILY DWELLING
DEVELOPMENT STANDARDS, AND MAKE A
DETERMINATION OF EXEMPTION UNDER CEQA
GUIDELINES SECTION 15061(B)(3)

THE PLANNING COMMISSION OF THE CITY OF JURUPA VALLEY DOES
RESOLVE AS FOLLOWS:

Section 1. Zoning Code Amendment.

(a) At the March 5, 2020 regular City Council meeting, the City Council initiated an amendment to the City's Zoning Code (Title 9 of the Jurupa Valley Municipal Code) following staff's evaluation of parking standards for market-rate multiple family dwelling unit and consideration of revisions to the development standards applicable to multiple family dwellings (ZCA No. 20004) (the "Code Amendment"), and requested that the Planning Commission study and report on the proposed Code Amendment, as set forth in the attached Ordinance.

(b) Section 9.285.010 of the Jurupa Valley Municipal Code provides that amendments to Title 9 may be initiated by either the Planning Commission or the City Council.

(c) Section 9.285.010 of the Jurupa Valley Municipal Code provides that amendments to Title 9 shall be made in accordance with the procedure set forth in Government Code Section 65800 *et seq.*, as now enacted and hereafter amended, and the requirements of Chapter 9.285.

(d) Section 9.285.030 of the Jurupa Valley Municipal Code provides that amendments to Title 9 that propose to regulate the use of buildings, structures, and land as between industry, business, residents, open space, and other purposes, and that propose to regulate the use of lots, yards, courts, and other open spaces, shall be adopted in the manner set forth in Section 9.285.040. Further, Government Code Section 65853 provides that an amendment to a zoning ordinance, which amendment proposes to impose any regulations listed in Government Code Section 65850 not theretofore imposed, must be adopted in the manner set forth in Government Code Sections 65854 to 65857, inclusive.

(e) Section 9.285.040 of the Jurupa Valley Municipal Code provides that the Planning Commission must hold a public hearing on the proposed amendment. After closing the public hearing, the Planning Commission must render its decision within a reasonable time and transmit it to the City Council in the form of a written recommendation, which must contain the reasons for the recommendation. If the Planning Commission does not reach a decision due to a

tic vote, that fact must be reported to the City Council and the failure to reach a decision shall be deemed a recommendation against the proposed amendment.

(f) Government Code Section 65853 provides that when the legislative body has requested the Planning Commission to study and report upon an amendment to the zoning ordinance and the Planning Commission fails to act upon such request within a reasonable time, the legislative body may, by written notice, require the Planning Commission to render its report within 40 days. Upon receipt of the written notice, the Planning Commission, if it has not done so, shall conduct the public hearing as required by Section 65854. Failure to so report to the legislative body within the above time period shall be deemed to be approval of the proposed amendment to the zoning ordinance.

(g) Government Code Section 65854 provides that the planning commission shall hold a public hearing on the proposed amendment to a zoning ordinance. Notice of the hearing shall be given pursuant to Government Code Section 65090.

(h) Government Code Section 65855 provides that after the hearing, the planning commission shall render its decision in the form of a written recommendation to the legislative body. Such recommendation shall include the reasons for the recommendation, the relationship of the proposed amendment to the general plan, and shall be transmitted to the legislative body in such form and manner as may be specified by the legislative body.

Section 2. Procedural Findings. The Planning Commission of the City of Jurupa Valley does hereby find, determine and declare that:

(a) ZCA No. 20004 (the "Project") was processed including, but not limited to, a public notice, in the time and manner prescribed by State law and Jurupa Valley Ordinances.

(b) On August 11, 2021, the Planning Commission of the City of Jurupa Valley held a public hearing on ZCA No. 20004, at which time all persons interested in the Project had the opportunity and did address the Planning Commission on these matters. Following the receipt of public testimony, the Planning Commission closed the public hearing.

(c) All legal preconditions to the adoption of this Resolution have occurred.

Section 3. California Environmental Quality Act Findings. The Planning Commission of the City of Jurupa Valley hereby recommends that the City Council of the City of Jurupa Valley make the following environmental findings and determinations in connection with the approval of ZCA No. 20004:

(a) The proposed Code Amendment is exempt from the requirements of the California Environmental Quality Act ("CEQA") and the City's local CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed Code Amendment, amending certain development standards, including off-street parking standards, applicable to multiple family dwellings, will have a significant effect on the environment. The proposed Code Amendment is an administrative process of the City that will not result in direct or indirect physical changes in the

environment. The City Council has reviewed the administrative record concerning the proposed Code Amendment and the proposed CEQA determinations, and based on its own independent judgment, finds that the Code Amendment 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 21080.17 and CEQA Guidelines Section 15061(b)(3).

Section 4. Findings for Recommendation of Approval of Code Amendment. The Planning Commission of the City of Jurupa Valley does hereby recommend that the City Council of the City of Jurupa Valley find and determine that the proposed Code Amendment (ZCA No. 20004) should be adopted because:

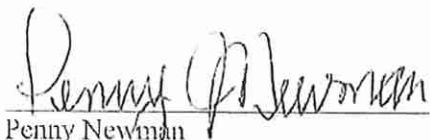
(a) The proposed Code Amendment is consistent with the City of Jurupa Valley 2017 General Plan in that: Housing Element Policy 1.1.17 Flexible Standards, sets forth that the City should continue to provide for "flexibility in the design of residential development through the processing of planned unit developments (PUDs), area and specific plans, and town center plans, and through the application of Zoning Ordinance provisions allowing flexible lot sizes and development standards;" and

(b) The proposed Code Amendment is consistent with the City of Jurupa Valley 2017 General Plan in that Housing Element Policy 2.1.9 Remove Government Constraints, provides that the City should "evaluate the zoning ordinance, subdivision requirements, and other City regulations to remove governmental constraints to the maintenance, improvement, and development of housing, where appropriate and legally possible.

Section 5. Recommendation of Approval of Code Amendment. Based on the foregoing, the Planning Commission of the City of Jurupa Valley hereby recommends that the City Council of the City of Jurupa Valley adopt the proposed Code Amendment attached hereto as Exhibit "A".

Section 6. Certification. The Community Development Director shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the Planning Commission of the City of Jurupa Valley on this 11th day of August 11, 2021.


Penny Newman

Chair of Jurupa Valley Planning Commission

ATTEST:


Joe Perez

Community Development Director/Secretary to the Planning Commission

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF JURUPA VALLEY)

I, Joe Perez, Community Development Director of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2021-08-11-01 was duly adopted and passed at a meeting of the Planning Commission of the City of Jurupa Valley on the 11th day of August, 2021, by the following vote, to wit:

AYES: COMMISSION MEMBERS:

Newman, Pruitt, Carmona, Jackson, Shultz

NOES: COMMISSION MEMBERS:

ABSENT: COMMISSION MEMBERS:

ABSTAIN: COMMISSION MEMBERS:


JOE PEREZ
COMMUNITY DEVELOPMENT DIRECTOR

ATTACHMENT 3

City of Jurupa Valley

RETURN TO AGENDA

STAFF REPORT

DATE: AUGUST 11, 2021
TO: CHAIR NEWMAN AND MEMBERS OF THE PLANNING COMMISSION
FROM: JOE PEREZ, COMMUNITY DEVELOPMENT DIRECTOR
BY: TAMARA CAMPBELL, PRINCIPAL PLANNER
SUBJECT: AGENDA ITEM NO. 6.1
ZONING CODE AMENDMENT NO. 20004 (ZCA20004) REVISING THE
MULTIPLE FAMILY RESIDENTIAL DEVELOPMENT STANDARDS AS SET
FORTH IN THE JURUPA VALLEY MUNICIPAL CODE

RECOMMENDATION

That the Planning Commission conduct a public hearing and, by motion, adopt Resolution No. 2021-08-11-01 recommending that the City Council approve Zoning Code Amendment No. 20004 (ZCA20004) to amend the Jurupa Valley Zoning Code pertaining to Multiple Family Dwelling Development Standards, including off-street parking requirements.

BACKGROUND

This public hearing was opened at the July 21, 2021 meeting and was continued to the August 11, 2021 Planning Commission meeting. On February 20, 2020, the City Council adopted Multiple Family Residential Development Standards (standards) consistent with the provisions of State law. At the same time, the City Council provided direction to continue discussing the standards with a multiple family affordable housing developer (Palm Communities) and initiated an action to examine parking requirements.

As requested by the City Council, Palm Communities and City staff met to address potential limitations the new standards could place on affordable housing development. The meetings resulted in the identification of constraints and potential modifications. Five study sessions were conducted with the Planning Commission to examine recommended changes: December 9, 2020; February 24, 2021; March 24, 2021; April 7, 2021; and May 26, 2021. On May 26, 2021, the Planning Commission agreed with the recommended revisions and requested a public hearing. At the July 21, 2021 Planning Commission meeting the public hearing for the Multifamily Residential Development Standards Zoning Code Amendment was open and the Planning Commission continued it to the August 11, 2021 Planning Commission meeting.

The following is a summary of the recommended changes.

1. Section 9.240.545 (A) Definitions

One of the standards establishes the setback requirement between multiple family dwellings and institutional zones/uses. However, Jurupa Valley's Municipal Code does not include a

definition of institution (it only defines "educational institution"). To clarify, it was recommended (and the Planning Commission agreed) that a definition of the word "institutional" should be adopted.

The new definition is recommended to read as follows:

"Institutional means an organization, establishment, foundation, society (or the like) devoted to the promotion of a particular cause or program(s), especially one of public, educational, or charitable character. Examples of institutional uses, activities, or structures include: hospitals; clinics; daycare facilities; senior centers; convalescent facilities; elementary, middle and high schools; colleges and universities; public buildings; prisons; post offices; and parks and park facilities."

2. Section 9.240.545 (B)(8)(a). Buffers from adjacent commercial, industrial or institutional uses.

This subsection includes a standard requiring that a multi-family development be setback a minimum of fifty (50) feet from any property line abutting property zoned for or used for, commercial, industrial and institutional activities or structures.

It was determined that the application of this standard would substantially reduce the developable area for some future housing sites. To provide flexibility and to ensure the intent of State law (to promote additional housing), it was recommended (and the Planning Commission agreed) that the standard should be amended to read as follows:

"Residential structures shall be setback a minimum of fifty (50) feet from any property line abutting property zoned for, or used for, commercial and/or industrial activities or structures. The 50-foot setback shall only apply to the living areas within the buildings and not any detached accessory structures, recreation buildings, or structures, parking lots, or any portion of the residential structure not used for living and habitation. Residential structures shall be setback a minimum of twenty (20) feet from any property line abutting property zoned for, or used for, institutional activities or structures."

3. Section 9.240.545 (B),(6)(a) Landscape Area.

One of the provisions of this subsection requires that any new development provide a twenty (20) foot wide landscape area adjacent to the right-of-way line of all abutting streets, excepting driveways, walkways, or utilities.

In an effort to provide flexibility for affordable housing development, we recommended (and the Planning Commission agreed) a revision to allow a reduced landscape area to fifteen (15) feet wide when the project meets the requirements for a "streamlined permitting process." The "streamlined permitting process" refers to projects providing below market-rate housing as provided for in Senate Bill No. 35 (Government Code Section 65913.4). It is recommended that the standard be amended to read as follows:

"New development shall include a minimum of twenty (20) foot wide landscape area adjacent to the right-of-way line of all abutting streets, excepting driveways, walkways, or utilities. Modifications to the minimum twenty (20) foot wide landscape area may be approved by the approving body of the entitlement(s) only for certain areas that are identified as pedestrian-friendly by the General Plan. However, when a proposed multiple family dwelling project meets

the requirements for a streamlined permitting process pursuant to Government Code Section 65913.4, as may be amended from time to time, the landscape requirement may be reduced to a fifteen (15) foot wide landscape area adjacent to the right-of-way line of all abutting streets, excepting driveways, walkways, or utilities."

4. Section 9.240.545 (B)(10)(a) Project Design (setbacks, height, roof materials, equipment screening, etc.).

Subsection (a) specifies that multiple family dwelling projects are subject to the setback and height requirements applicable to the zone in which the property is located.

This standard was included in an effort to promote compatibility between adjoining developments. However, it was determined that some limited flexibility could be allowed that would result in reduced massing and increased building articulation. As a result of discussions with representatives from Palm Communities, the following revision was recommended (and the Planning Commission agreed) to revise the standard to read as follows:

"Multiple family dwelling projects shall be subject to the setback and height requirements applicable to the zone in which the property is located. If the proposed multiple family dwelling project complies with Government Code Section 65913.4, as may be amended from time to time, one-story buildings shall be permitted at the setback line and additional stories shall be permitted if the building is setback twenty (20) feet from the setback line."

It should be noted that this development standard is intended to increase building articulation on all sides of a building with the exception of the front setback. The front setback building articulation is addressed in the discussion under paragraph 6 below (Section 9.240.545 (B)(11) (a)).

5. Section 9.240.545 (B) (10) (c) Project Design (setbacks, height, roof materials, equipment screening, etc.).

Subsection (c) requires that all pad-mounted mechanical equipment be sound attenuated with baffles or other elements that prevent audible sounds more than ten (10) feet from the equipment and shall be screened from view by a combination of walls, fences and landscaping.

This standard was included in an effort to address potential noise impacts emanating from outdoor air conditioning units. However, after further research, it was discovered that heating and air conditioning equipment are exempt from the City's Noise Ordinance (Section 11.05.020, subsection 12). It was recommended (and the Planning Commission agreed) that this provision be removed to eliminate conflicting sections within the Municipal Code.

6. Section 9.240.545 (B)(11)(a) Project design.

Subsection (a) specifies that buildings within fifty (50) feet of any street right-of-way line shall not exceed one (1) story in height, provided however, a one and two-story building shall be located such that the two-story portion of the building is more than fifty (50) feet from any other street right-of-way line.

The intent of this regulation is to reduce architectural massing and bulk of large building facades by creating varying setback requirements for one and two-story building heights. To better

articulate the desired result, it was recommended (and the Planning Commission agreed) that the standard be revised to read as follows:

"Front setbacks shall be subject to the setback requirements applicable to the zone in which the property is located. If the proposed multiple family dwelling project complies with Government Code Section 65913.4, as may be amended from time to time, one-story buildings shall be permitted at the setback line and two-stories shall be permitted if the building is setback twenty (20) feet from the setback line. Any additional stories, over two stories that do not exceed the maximum building height for the underlying zone, shall maintain a thirty (30) foot setback from the setback line."

The added language was recommended (and the Planning Commission agreed) to clarify that additional stories to the building are allowed and to specify that the underlying zone regulates the maximum building height.

7. Section 9.240.120 Off-street vehicle parking.

a) Market Rate Multi-family and Guest Parking Spaces

The City Council asked the Planning Commission to evaluate parking requirements for multiple family dwellings and had particular concerns with "spillover" parking. At previous study sessions. The Planning Commission considered a new provision *requiring one (1) guest parking space for every four (4) market rate units and to increase the calculation for market-rate, multiple-family dwellings by .25 spaces.*

Since the earlier study sessions, it has been determined that moving forward with these changes should be postponed. Importantly, the State Legislature is scheduled to consider Assembly Bill (AB1401) on August 16, 2021 that would render the City's parking requirements null for any project located within ½ mile of public transit. In addition, increasing development requirements at this time could cause complications with the certification of the City's Housing Element by the State of California Housing and Community Development Department. Since the City is required to remove barriers to new housing construction, the increased parking requirement could be considered an added impediment.

In addition to the above circumstances, it is important to note that the City will now have the option of requiring Parking Management Plans (described below) that will significantly decrease the potential negative impacts associated with spillover parking.

Given the pending legislation and concerns with Housing Element Certification, it is recommended that the addition of guest parking spaces be tabled until the status of the Assembly Bill is known and certification of the Housing Element achieved.

b) Fractional Parking Spaces

The City Council expressed concern with parking calculations resulting in fractional numbers. Since fractional parking spaces do not exist, it is recommended (and the Planning Commission agreed) that the following statement should be included in the Municipal Code (Section 9.240.120) to clarify the City's methodology when fractional spaces occur.

"The following tables are designed to allow calculation of parking spaces required for uses shown, with any fractions rounded up to the nearest whole number:"

c) Parking Management Plan

The Planning Commission also recommended that a "Parking Management Plan" be required when development consists of three (3) or more multi-family dwellings. It was recommended (and the Planning Commission agreed) to insert the following into Section 9.240.545 (B):

"A Parking Management Plan shall be submitted in conjunction with any application for the construction of a multiple family dwelling development project or the residential portion of any mixed-use development project that consists of three (3) or more dwelling units. The Parking Management Plan shall be submitted to the Community Development Director, or his or her designee, for review and approval, approval with modifications, or denial. If applicable, the Community Development Director, or his or her designee, may require that lease agreements specify the project's parking rules and regulations and/or that the project implement and maintain a parking sticker program. The Parking Management Plan shall:

- (i) Identify the number and location of resident and guest parking spaces provided and establish to which dwelling each required resident and guest parking space is to be assigned;
- (ii) Include a requirement that when "for sale" units are proposed, the Parking Management Plan shall be included by reference as part of applicable covenants, conditions and restrictions; and
- (iii) Include methods of parking enforcement and provisions for penalties and/or violations."

8. Section 9.240.545 Development Standards (B).

When the Development Standards for multiple family dwellings were adopted in February 2020, one (1) zone had been inadvertently left off the list of zones where the standards will apply. To resolve this, the R-D zone should be added to the list. Section 9.240.545 (B) should be revised to read as follows:

"B. Multiple family dwellings may be erected in the R-2, R-2A, R-3, R-4, R-6 and R-D Zones subject to the following development standards:"

9. Section 9.240.545 Development Standards (B) (1) (b).

During recent meetings with interested housing developers, the City's current requirements for private open space (20% of total square feet of floor area per market-rate unit and 75 square feet per unit for affordable units) came into question. Specifically, developers noted that the City's requirements exceed those of surrounding cities.

A survey of 13 Inland Empire agencies indicated that the City's requirements significantly exceeded those of other agencies. A copy of the survey results is attached to this staff report.

It should be noted that no other cities were found to use a percentage of floor area to determine the amount of private open space. As such, a sample of unit sizes was evaluated. The following table shows the results:

City of Jurupa Valley – Private Open Space Requirement				
Unit Size (Market Rate)	800 sq. ft.	1,000 sq. ft.	1,200 sq. ft.	1,400 sq. ft.
Private Open Space Required (20%)	160 sq. ft.	200 sq. ft.	240 sq. ft.	280 sq. ft.

When the current requirement is applied to various sizes of units, the amount of open space per unit in Jurupa Valley results in the highest amount of private open space required of the 13

jurisdictions surveyed. Averaging the amount of private open space derived from the 13 jurisdictions equates to 115 square feet per unit.

It is recommended that the Jurupa Valley requirement for private open space for market-rate units be changed from a percentage to a specific number to align more closely with area methodology. The Jurupa Valley standard should also be amended to reflect a specific "above ground" requirement since the same number for ground floor units would be difficult to achieve on a second floor and could result in a lack of articulated architectural features. The average amount of private open space for above ground units required equates to approximately 75 square feet.

Given that Jurupa Valley is promoting quality new construction with the intent to create healthy and livable communities while encouraging new housing development, it is recommended that the requirement be calculated using the average of 115 square feet for ground floor units and 75 square feet for above ground floor units.

In addition, it is recommended that projects including the payment of in-lieu housing fees (as an alternative to providing affordable units) and as approved by the Community Development Director, be allowed the reduced private open space requirement of 75 square-feet for ground floor units. Including the provision for "in-lieu" housing fee payments is another mechanism the City may use to incentivize affordable housing. In addition the Community Development Director may reduce or eliminate the private open space requirement for above ground units.

It is recommended that Section 9.240.545 (B) (1) (b) be revised to read as follows:

"Each dwelling unit shall have not less than 115 square feet of private open space for units on the ground floor and 75 square feet for units above the ground floor. Multiple family dwelling projects that satisfy the requirement of California Government Code Section 65913.4, as may be amended, the private open space shall provide a minimum of 75 square feet on the ground floor with no requirement for above ground floor units. If a market rate multiple family dwelling project proposes housing in-lieu fees as an alternative to designating units as affordable (as stipulated in Government Code Section 65913.4), the Community Development Director may reduce the private open space requirement to 75 square feet for units on the ground floor and may reduce or eliminate the requirement for private open space for above ground floor units.

As a final note on private open space, it may be beneficial to revise the requirement that such space have a minimum dimension of eight (8) feet for "ground floor" units and minimum dimensions of five feet for above ground floor units. Allowing a reduction to five (5) feet for above ground units will allow greater flexibility in architectural design and building articulation while still ensuring usable space.

It is recommended that Section 9.240.545 (B)(1) (a) be revised to read as follows:

"Private open space shall be located adjacent to and be directly accessible by, the dwelling unit that it serves, and shall have no dimension less than eight (8) feet when located on the ground floor. Above ground units are required to provide private open space with no dimension less than five (5) feet.

10. Other Modifications to the Municipal Code

Permit Parking Programs: During the Planning Commission's review of the proposed zoning code amendment, residential parking permit programs were discussed as another mechanism to address "spillover" parking problems. Although already an allowed function through the California Vehicle Code, we had indicated that the City may want to add a provision making it clear that the City has the ability to establish such programs.

The provision for Permit Parking Programs was initially proposed for inclusion in Title 9 (Zoning and Planning) of the zoning code, however, upon further evaluation, it is recommended that reference to Parking Permit Programs be expanded to include commercial uses, parks and entertainment uses since spillover impacts are not limited to residential uses. Given that permit parking programs should include other uses, reference to such programs may be best located in Chapter 12 of the Municipal Code (Vehicles and Traffic) and not Chapter 9 (Planning and Zoning).

Importantly, if the Planning Commission wishes to include reference to permit parking programs in the Municipal Code, it is advised to forward a recommendation to the City Council supporting a code amendment to Chapter 12 by the Public Works Department.

ENVIRONMENTAL REVIEW

The proposed Zoning Code Amendment (ZCA20004) of the Jurupa Valley Municipal Code, amending certain development standards for multiple family dwellings is exempt from CEQA because the Zoning Code Amendment is covered by the common-sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. In this case, the Zoning Code Amendment will not result in an immediate or indirect change to the physical environment.

CONCLUSION

Given the importance of promoting the construction of new housing, while still preserving the desire for quality construction and architecture throughout the City of Jurupa Valley, it is recommended that the regulations pertaining to multiple family dwellings be adopted by the City as described in this report.

Prepared by:

Submitted by:



Tamara Campbell
Principal Planner



Joe Perez
Community Development Director

Reviewed by:

//s// Serita Young

Serita Young
Deputy City Attorney

ATTACHMENTS

1. Resolution No. 2021-08-11-01
2. Ordinance
3. Private Open Space Survey
4. Existing Development Standards for Multiple Family Dwellings

City of Jurupa Valley

STAFF REPORT

DATE: SEPTEMBER 2, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: ROD BUTLER, CITY MANAGER

BY: JOE PEREZ, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: AGENDA ITEM NO. 13.B

PUBLIC HEARING TO CONSIDER AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, EXTENDING INTERIM URGENCY ORDINANCE NO. 2021-18, IMPOSING A TEMPORARY MORATORIUM ON EXPANSION OR ESTABLISHMENT OF GASOLINE SERVICE STATIONS FOR AN ADDITIONAL PERIOD OF 10 MONTHS AND 15 DAYS

RECOMMENDATION

1) That the City Council adopt, by a 4/5's vote, Urgency Ordinance No. 2021-20, entitled:

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, EXTENDING INTERIM URGENCY ORDINANCE NO. 2021-18, ENACTED PURSUANT TO GOVERNMENT CODE SECTION 65858, ESTABLISHING A TEMPORARY MORATORIUM ON THE APPROVAL OF APPLICATIONS FOR BUILDING PERMITS OR OTHER ENTITLEMENTS FOR NEW GASOLINE SERVICE STATION USES OR THE EXPANSION OF EXISTING GASOLINE SERVICE STATION USES IN THE CITY OF JURUPA VALLEY, DECLARING THE URGENCY THEREOF AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO GUIDELINES SECTION 15061 (B)(3)

BACKGROUND

At the July 1, 2021 City Council meeting, the Council discussed a concern with the over-saturation of gasoline service station uses in the City and that the current zoning regulations do not adequately address the oversaturation, use compatibility and other potential impacts from gasoline service station uses.

At the August 5, 2021 City Council meeting, the Council, by a vote of 4-0-1, initiated a zoning code amendment to establish appropriate development standards and processing requirements for gasoline service stations and adopted Urgency Ordinance No. 2021-18, imposing a moratorium on approval of building permits or other entitlements for gasoline service stations for a period of 45 days to September 19, 2021. At the August 5th meeting, a property owner with a previously approved gasoline service station/convenience store project had applied for a re-approval because the original approval had expired. The property owner requested that the City Council exempt this project from the moratorium. As a result, the City Council determined that the moratorium shall not apply where a property owner has received land use entitlement(s) for a gasoline service station prior to August 5, 2021 and files an application re-applying for the same project as the previous approved entitlements.

ANALYSIS

Gasoline service stations meet the needs of Jurupa Valley residents and visitors by providing automotive services at convenient locations near freeway off-ramps and when located reasonable distances from home and work. There are 30 active service stations in the City, with the City's service stations being concentrated along SR-60 and Mission Blvd. in the northern portion of the City and along Limonite Avenue in the southern portion of the City.

The City has identified several concerns with gasoline service station uses that include:

- Sheer number of gasoline service stations existing and proposed in the City
- Environmental justice with concentrations in underserved areas of the City
- Impacts on sensitive uses (examples: residential homes, schools, churches)
- A national trend toward fewer service stations due to alternative fuels
- Inconsistent with community character and the development pattern for the City
- Gasoline service stations are potential brownfield sites that are contaminated with hazardous substances and difficult to redevelop
- Gasoline service stations combined with convenience stores have greater impacts on the surrounding area than stand-alone service stations
- The current Municipal Code regulations and review standards are inadequate to address gasoline service stations' potential impacts on the community

For a more detailed discussion of these and other gasoline service station impacts, refer to the August 5, 2021 City Council staff report (Attachment No. 3).

URGENCY ORDINANCE

The adoption of an urgency ordinance enacted a temporary moratorium on new or expanded gasoline service stations including processing approval of any Site Development Permits or issuance of any Building Permits, to allow sufficient time for the

City to analyze the impacts of gasoline service station uses, establish appropriate regulatory controls and process an amendment to the Zoning Code. Staff anticipates the process to analyze and process the code amendments will take approximately four to five months to complete.

Interim Urgency Ordinance No. 2021-18 has an initial duration of 45 days and is scheduled to expire on September 19, 2021. The City Council may extend the moratorium for two additional periods. As for this hearing, the City Council may extend the moratorium for a period of ten (10) months and fifteen (15) days from the September 19, 2021 expiration date, to August 3, 2022. The City Council may also extend the moratorium for an additional year. Ten days prior to the expirations of the Interim Ordinance or an extension, the City Council must issue a written report describing the measures taken to alleviate the condition which led to the adoption of the Ordinance (see Attachment No. 2).

A draft Interim Urgency Ordinance extending the moratorium is attached to this staff report for the Council's consideration. If the Interim Urgency Ordinance is adopted, no new application for any entitlement for the establishment of a service station use shall be accepted and no action can be taken on any existing application during the term of the temporary moratorium, except if a property owner has received land use entitlement(s) for a gasoline service station prior to August 5, 2021 and files an application re-applying for the same land use entitlement(s). The extension will allow time to prepare and adopt a zoning code amendment to establish appropriate development standards and processing requirements for gasoline service stations.

CONCLUSION

It is recommended that the City Council adopt the attached Interim Urgency Ordinance extending the moratorium on gasoline service stations to August 3, 2022.

FINANCIAL IMPACT

Staff time will be covered by the Community Development Department budget for Advance Planning projects.

ALTERNATIVES

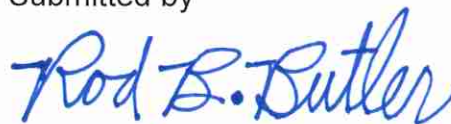
1. The recommended action: Consider adopting an Interim Urgency Ordinance extending a moratorium on gasoline service station uses for an additional 10 months and 15 days to July 19, 2022.
2. Decline to extend the moratorium on gasoline service station uses.
3. Defer action and request additional information.

Prepared by:



Joe Perez
Community Development Director

Submitted by



Rod B. Butler
City Manager


Reviewed by:


Connie Cardenas
Administrative Services Director

Reviewed by:


Michael Flad
Assistant City Manager

Reviewed by:


Peter M. Thorson
City Attorney

ATTACHMENTS

1. Draft City Council Ordinance: Extending the Gasoline Station Moratorium
2. 10-day Alleviation Report
3. August 5, 2021 City Council Staff Report

ORDINANCE NO. 2021-XX

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, EXTENDING INTERIM URGENCY ORDINANCE NO. 2021-18, ENACTED PURSUANT TO GOVERNMENT CODE SECTION 65858, ESTABLISHING A TEMPORARY MORATORIUM ON THE APPROVAL OF APPLICATIONS FOR BUILDING PERMITS OR OTHER ENTITLEMENTS FOR NEW GASOLINE SERVICE STATION USES OR THE EXPANSION OF EXISTING GASOLINE SERVICE STATION USES IN THE CITY OF JURUPA VALLEY, DECLARING THE URGENCY THEREOF AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO GUIDELINES SECTION 15061(b)(3)

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

SECTION 1. Prior Ordinance. On August 5, 2021, the City Council adopted Interim Urgency Ordinance No. 2021-18 imposing a temporary moratorium pursuant to Government Code Section 65858 on the approval and issuance of any type of entitlement necessary to allow gasoline service station uses in the City. That ordinance has a term of forty-five (45) days and is scheduled to expire on September 19, 2021.

SECTION 2. Legislative Findings. The City Council of the City of Jurupa Valley does find, determine and declare that:

A. California state law allows a City to adopt an interim ordinance that imposes a temporary moratorium on the approval of land use entitlements that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body or planning commission intends to study within a reasonable time. Pursuant to California Government Code Section 65858, an interim urgency zoning ordinance must be adopted by not less than a four-fifths vote of the City Council and is in effect for forty-five (45) days from the date of its adoption.

B. The City Council may consider up to two (2) extensions of Interim Urgency Ordinance No. 2021-18 pursuant to the legal requirements provided in Government Code Section 65858. The City Council may initially extend Interim Urgency Ordinance No. 2021-18 by up to ten (10) months and fifteen (15) days. Then, City Council may extend Interim Urgency Ordinance No. 2021-18 for one (1) subsequent year. Both extensions require a four-fifths vote of the City Council.

C. The Jurupa Valley Municipal Code permits gasoline service stations, also referred to in the Jurupa Valley Municipal Code as gasoline stations, gas stations, gasoline stations and fuel pumps, and gasoline and diesel service stations, and hereafter referred to as "gasoline service stations" in certain zoning designations within the City of Jurupa Valley ("City").

DRAFT: For September 2, 2021 City Council Meeting

D. The Environmental Protection Agency ("EPA") has classified gasoline service stations and fuel storage locations as uses that may result in a brownfield site. Brownfield sites are properties, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

E. Common contaminants found at gasoline service station sites include gasoline, diesel, and petroleum oil, volatile organic compounds and solvents, polycyclic aromatic hydrocarbons, and lead. Exposure to the types of contaminants present, or potentially present, at gasoline service stations threatens the public health, safety or welfare of neighboring communities.

F. There are thirty (30) existing operational gasoline service stations in the City. There are an additional five (5) approved gasoline service stations that have received Site Development Permit approval but have not yet been issued a building permit and three (3) proposed gasoline service stations under review for Site Development Permit approval. Further, the City's Planning Department has received multiple inquiries in recent months regarding the potential of development of service stations throughout the City and staff has identified six (6) additional locations where there is a high potential for a new request for gasoline service station uses to be located. Comparatively, the number of gasoline service stations in the City is greater than in the surrounding cities of Fontana, Ontario and Upland, which have 21, 20, and 17 gasoline service stations, respectively. Furthermore, many of the existing gasoline service stations are located near sensitive receptors. The close proximity of gasoline service stations to these areas increases the risk of contaminant exposure to vulnerable populations. This problem is exacerbated in situations where the gasoline service station may become a brownfield site.

G. The existing gasoline service stations are primarily concentrated along SR 60 and Mission Blvd in the north and along Limonite Avenue in the south of the City. The proliferation of gasoline service stations in particular areas inequitably increases health risks for the residents of these areas due to the potential contaminants present at gasoline service stations. As a matter of environmental justice, the City must carefully consider how such uses are treated under the City's General Plan designations and policies, zoning measures or development standards in order to avoid an undue concentration of gasoline service stations in any one part of the City.

H. Nationally the amount of gasoline service stations are on a decline. According to the American Petroleum Institute, there are currently 150,000 fueling stations across the country. This is a decline of over 25%, down from the over 200,000 that existed in 1994. Fuel economy, an increase of electric vehicles and big-box discount retailers that offer lower prices are some of the reasons cited for the decreasing number of gasoline service stations nationwide. Vacated gasoline service stations sites potentially present public health, safety and welfare concerns for the neighboring community. With the national decline in the number of gasoline service stations, the likelihood of some of the City's existing inventory of gasoline service stations failing may be increasing.

I. Of the City's thirty (30) existing operational gasoline service stations, twenty-eight (28) are combined with a convenience store. Gasoline service stations combined with convenience stores can have greater impacts on the surrounding area than gasoline service stations alone, including impacts related to air quality due to increased idling of vehicles,

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increase trash, noise, and potential crime, particularly when open twenty-four (24) hours a day, seven (7) days a week.

J. The City Council is concerned that under the City's current zoning standards and current general plan policies, certain gasoline service station uses that are allowed might cause a disproportionate public health, safety and welfare impact to the City of Jurupa Valley community and to its residents without compensating benefits to the community.

K. The City Council finds that studies need to be conducted to determine the proper location, concentration, regulations, and other land use regulatory controls that need to be in place in order to ensure that gasoline service station uses do not burden the City and its residents and that the procedures for allowing such uses need to be studied to enable the City to address and mitigate potential burdens on the communities affected.

L. The City Council finds that in order to best protect the immediate threat to the public health, safety, and welfare, it is necessary for the City to immediately study and analyze the implications of allowing additional or expanded gasoline service station uses in the City.

M. To accomplish this, the City Council intends to extend, on an urgency basis, the imposed temporary moratorium on new or expanded gasoline service station uses.

N. This temporary moratorium will allow City staff, the City Council, property owners, and the people of the City of Jurupa Valley sufficient time to analyze the burdens gasoline service station uses have on the City so that the appropriate land use regulatory controls and zone changes can be adopted, if needed. During the moratorium, the City will be able to analyze their potential impacts on the public health such as the potential for contaminant exposure near sensitive receptors and residential areas and impacts on the public welfare due to the number of gasoline service stations and the disproportionate concentration of gasoline service stations in certain residential areas of the City. The City Council finds that these studies will help the City Council and the City's Planning Department determine how best to prevent impacts to the public health, safety and welfare. The City Council further finds that the moratorium will allow time to evaluate the City's General Plan designations and policies, zoning measures or development standards and develop appropriate regulations and/or appropriate zones for new gasoline service stations in the City to achieve a reasonable level of assurance that there will not be serious negative impacts to the overall community and ensure positive outcomes for the City's residents, business community, property owners, and developers.

O. The City Council finds that it is necessary that this Ordinance take effect immediately as there is a current and immediate threat to the public health, safety and welfare. Without this urgency Interim Ordinance, new or expanded gasoline service station uses may be established in the City that may be in conflict with regulations ultimately adopted. Without this urgency Interim Ordinance, new gasoline service stations may be allowed to develop within the City or be redeveloped or expanded within the City that are incompatible with neighboring residential areas and sensitive receptors. Therefore, a current and immediate threat to the public safety, health and welfare exists.

P. For the reasons specified in Section 2 of this Interim Ordinance and all the evidence in the record, the City Council finds that there is a current and immediate threat to the public health, safety and welfare caused by the establishment or expansion of gasoline service station uses in the City, and that the approval of any entitlement to allow such type of use would constitute a current and immediate threat to the public health, safety, and welfare of the residents of the City.

SECTION 3. Adoption as an Interim Urgency Zoning Ordinance. This Ordinance is adopted as an interim urgency zoning ordinance pursuant to the provisions of Government Code Section 65858(a), and shall be effective immediately upon its adoption. Based upon the findings set forth in Section 2 of this Interim Ordinance, the City Council finds and determines that the adoption of this Interim Ordinance as an urgency ordinance is necessary for the immediate preservation of public health, safety and welfare pursuant to the requirements of Government Code Sections 65858(a) and 36937(b).

SECTION 4. Temporary Moratorium Extended. The moratorium enacted by the City of Jurupa Valley pursuant to Interim Urgency Ordinance No. 2021-18 is hereby extended pursuant to Government Code Section 65858 for ten (10) months and fifteen (15) days so as to extend the moratorium through August 3, 2022. This Interim Ordinance hereby extends a temporary moratorium on the approval and issuance of any type of entitlement necessary to allow gasoline service station uses in the City. For the purpose of this Interim Ordinance, a gasoline service station shall be limited to those retail businesses selling motor vehicle fuels derived from fossil fuels. In this context, a gasoline service station is commonly referred to as a gas station. "Gasoline service station uses" shall be defined to include any other use reasonably determined by the Community Development Director to be similar to these types of gasoline service station uses. Nothing contained in this Interim Ordinance shall preclude the improvement, renovation, or demolition of an existing entitled gasoline service station, provided that such development otherwise conforms to applicable law, does not result in an increase to the number of gas pumping facilities, does not add any new accessory uses on site, and does not require a discretionary entitlement to perform such improvement, renovation, or demolition.

SECTION 5. Temporary Moratorium Defined. Notwithstanding any other ordinance or provision of the Jurupa Valley Municipal Code, no application for an entitlement for the establishment of a gasoline service station use as defined in Section 4 above, shall be approved during the term of this temporary moratorium, specified in Section 6 of this Interim Ordinance, provided, however, that this temporary moratorium shall not apply where a property owner has received land use entitlements for a gasoline service station prior to August 5, 2021 and files an application re-applying for the same land use entitlements.

SECTION 6. Temporary Moratorium Term. This Interim Ordinance shall take effect immediately upon adoption, and this Interim Ordinance shall expire, and the temporary moratorium established hereby shall terminate, ten (10) months and fifteen (15) days after the forty five- (45) day expiration date of Interim Urgency Ordinance No. 2021-18, unless extended by the City Council at a regularly noticed public hearing pursuant to California Government Code Section 65858. The City Council shall retain the authority to terminate or to limit the scope of the temporary moratorium at any time.

SECTION 7. CEQA Finding. The City Council hereby finds, in the exercise of its independent judgment and analysis, that this Interim Ordinance is exempt from the California Environmental Quality Act ("CEQA") because it can be seen with certainty that this Interim Ordinance has no likelihood of causing a significant negative effect on the environment and accordingly both the City Council's action of adopting this Interim Ordinance and the effects derivative from that adoption are exempt from the application of CEQA pursuant to State CEQA Guideline Section 15061(b)(3) (14 Cal. Code Regs. § 15061(b)(3)). This Interim Ordinance will provide a temporary moratorium on approvals of applications for gasoline service station uses in the City in order to protect the public health, safety, and general welfare, and will thereby serve to avoid potentially significant adverse environmental impacts during the term of the moratorium. There is no possibility that adopting this Interim Ordinance will have a significant effect on the environment. It is therefore not subject to the California Environmental Quality Act review pursuant to Title 14, Chapter 3, Section 15061(b)(3) of the California Code of Regulations and no environmental analysis is required. The Community Development Director shall prepare and file a Notice of Exemption for this Interim Ordinance.

SECTION 8. Planning Studies. City staff shall continue the studies commenced pursuant to Interim Urgency Ordinance No. 2021-18 that they deem necessary and appropriate to make a recommendation to this City Council regarding the structuring of the General Plan, zoning and other necessary regulatory controls over gasoline service station uses within the City of Jurupa Valley. Pursuant to Government Code Section 65858(d), City staff shall prepare and submit for City Council adoption, at least ten (10) days prior to the expiration of this Interim Ordinance, or any extension hereof, a written report describing the measures taken to alleviate the conditions which led to the adoption of this Interim Ordinance.

SECTION 9. Extension of Time. The Community Development Director and the City Clerk's office shall undertake all actions legally necessary to extend this Interim Ordinance in the event the studies desired by this City Council will not be concluded on or before the termination of the Interim Ordinance.

SECTION 10. Effect of Ordinance. This Interim Ordinance is intended to supersede any ordinance or resolution of the City of Jurupa Valley in conflict with the terms of this Ordinance; provided, however, that nothing contained in this Interim Ordinance is intended to nor shall be construed to impair the prosecution or other enforcement action for violations of such ordinances.

SECTION 11. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Interim Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Interim Ordinance. The City Council hereby declares that it would have adopted this Interim Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

SECTION 12. Effective Date. This Interim Ordinance shall take effect immediately upon its passage. It shall be of no further force or effect ten (10) months and fifteen

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(15) days from the forty-five (45) day expiration date of Interim Urgency Ordinance No. 2021-18, unless extended pursuant to the legal requirements contained in Government Code Section 65858.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 2nd day of September, 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. ____ was duly adopted and passed at a meeting of the City Council of the City of Jurupa Valley on the 2nd day of September, 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California this 2nd day of September, 2021.

VICTORIA WASKO, CMC
CITY CLERK

**REPORT ON THE MEASURES TAKEN TO ALLEVIATE
THE CONDITIONS, WHICH LED THE CITY OF JURUPA VALLEY
TO ENACT INTERIM URGENCY ORDINANCE NO. 2021-18 ON AUGUST 5,
2021, ESTABLISHING A MORATORIUM ON THE APPROVAL OF
APPLICATIONS FOR BUILDING PERMITS OR OTHER ENTITLEMENTS FOR
NEW GASOLINE SERVICE STATION USES OR THE EXPANSION OF EXISTING
GASOLINE SERVICE STATION USES IN THE CITY OF JURUPA VALLEY**

**ISSUED BY THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY
ON AUGUST 24, 2021 PURSUANT TO GOVERNMENT
CODE SECTION 65858(d)**

On August 5, 2021, pursuant to Government Code Section 65858, the Jurupa Valley City Council enacted Interim Urgency Ordinance No. 2021-18 to impose a moratorium on the approval of applications for building permits or other entitlements for new gasoline service station uses or the expansion of existing gasoline service station uses. Absent any additional action by the City Council, the Interim Urgency Ordinance will expire after 45 days (September 19, 2021). However, extra time is necessary to thoroughly research and evaluate a permanent, non-urgency ordinance that updates/amends the Municipal Code establishing land use regulations and technical/design standards on gasoline service station development in the City. City staff has therefore scheduled and noticed a public hearing for September 2, 2021, for the City Council to consider extending the Interim Urgency Ordinance for a period of 10 months and 15 days.

Measures taken to alleviate the conditions that led to the adoption of Interim Urgency Ordinance No. 2021-18:

The City has begun identifying updates that will specifically address the development and operation of gasoline service stations. In considering zoning provisions for gasoline service stations, staff will be evaluating issues identified in the Interim Urgency Ordinance, including the following:

- The number (30 existing, 14 approved, planned, or in early planning) of existing and proposed gasoline service stations in the City;
- The higher concentration of gasoline service stations along with State 60 freeway;
- Environmental justice with concentrations in blighted areas of the City;
- Impacts on sensitive uses (examples: residential homes, schools, churches);
- A national trend toward fewer service stations due to alternative fuels;
- Gasoline service stations inconsistency with community character and the development pattern for the City;
- Gasoline service stations are potential brownfield sites that when

contaminated with hazardous substances and difficult to redevelop and impact the communities where they are located;

- Gasoline service stations combined with convenience stores have greater impacts on the surrounding area than stand-alone service stations; and
- The current Municipal Code regulations and review standards are inadequate to address gasoline service stations' potential impacts on the community.

At this time, a preliminary project schedule has been prepared that may include two study sessions with the Planning Commission and public hearings with the Planning Commission and City Council.

The further evaluation of the inventory of existing, entitled, and proposed gasoline service stations has started in order to identify oversaturated areas and areas of need. In addition, staff is evaluating the concentration of gasoline service stations in economically distressed regions of the City and assessing their impacts on the residents in these areas.

Research on potential amendments to the Municipal Code, and other relevant documents as necessary related to technical/design standards and requirements for gasoline service stations within the City has begun. As part of this process, staff will be developing new regulations such as those that would, for example, regulate physical requirements such as the number of service stations at street intersections and the minimum distance, or separation, between services stations; regulate operating conditions such as the hours that service stations are open and whether they sell alcohol; enhanced buffering, lighting requirements, landscaping and determine what accessory uses or services could (or if the City prefers, should) be included with service stations such as the sale of fresh food. As part of this effort, a review of the municipal/development codes of neighboring jurisdictions will be complete in order to determine how those jurisdictions regulate service stations and how the technical/design standards apply to them. Similarly, the Community Development Department will be completing the research on how older, built-out communities manage service stations within their jurisdictions and will discuss their experiences with service stations.

The above reflects the actions taken since the adoption of Interim Urgency Ordinance No. 2021-18. The City Council is issuing this report that describes these actions taken to alleviate the condition which led to the adoption of the ordinance pursuant to Government Code Section 65858(d). An opportunity for public comment on the extension of Interim Urgency Ordinance No. 2021-18 will be provided at the City Council's Public Hearing to be held on September 2, 2021.

City of Jurupa Valley

STAFF REPORT

DATE: AUGUST 5, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROD BUTLER, CITY MANAGER
BY: JOE PEREZ, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: AGENDA ITEM NO.16.B

INITIATION OF AN AMENDMENT TO THE ZONING CODE TO IDENTIFY APPROPRIATE DEVELOPMENT STANDARDS AND PROCESS REQUIREMENTS AND CONSIDERATION OF AN INTERIM URGENCY ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON EXPANSION OR ESTABLISHMENT OF GASOLINE SERVICE STATIONS

RECOMMENDATION

That the City Council:

- 1) Initiate a zoning code amendment to establish appropriate development standards and review and processing requirements for gasoline service stations;
- 2) Refer the issue to the Planning Commission to study, conduct hearings and make recommendations to the City Council; and
- 3) Adopt Urgency Ordinance No. 2021-18, entitled:

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ENACTED PURSUANT TO GOVERNMENT CODE SECTION 65858 ESTABLISHING A MORATORIUM ON THE APPROVAL OF APPLICATIONS FOR BUILDING PERMITS OR OTHER ENTITLEMENTS FOR NEW GASOLINE SERVICE STATION USES OR THE EXPANSION OF EXISTING GASOLINE SERVICE STATION USES IN THE CITY OF JURUPA VALLEY, DECLARING THE URGENCY THEREOF AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

BACKGROUND

At its July 1, 2021 regular meeting, the City Council expressed concern with the oversaturation of gasoline service station uses in the City and that the current zoning regulations do not adequately address the oversaturation use compatibility and other potential impacts from gas station uses. Then by consensus, the City Council directed that a moratorium for gasoline service stations uses be agenized for consideration.

Earlier this year, the City of Rancho Cucamonga (population 278,000) which has 32 active gasoline services stations in their city, adopted a moratorium on all new or expansion of gasoline service station uses. The purpose of their moratorium is to halt any further development of gasoline service stations until new regulations are adopted that address their impacts.

ANALYSIS

Gasoline service stations meet the needs of residents, employees, and visitors by providing automotive services at convenient locations near freeway on/off-ramps, on major thoroughfares, and within reasonable distances from homes and businesses. There are 30 active service stations in the City, with the distribution of the City's service stations being concentrated along SR 60 and Mission Boulevard in the north and along Limonite Avenue in the south.

There is a concern with the sheer number of service stations existing and proposed in the City. For perspective, the cities of Fontana (population 214,000), Ontario (population 181,000) and Upland (77,000 population) have 21, 20, and 17 service stations, respectively. In addition to the existing 30 gasoline service stations in Jurupa Valley, there are an additional five gas stations that have received Site Development Permit approval but have not yet been issued a building permit and there are three new service stations under review for Site Development Permit (SDP) approval. If all these pending gasoline service stations proceed, it would bring the total to 38. In addition, Community Development Department staff has received multiple inquiries in recent months regarding potential new gasoline service stations throughout the City. Based on these inquiries, staff has identified six additional locations where there is a high probability there will be new requests for gasoline service stations (see Attachment 2, Gas Stations Sites Map).

The number of gasoline service stations, both existing and proposed, is especially concerning because nationally the amount of service stations is on a decline. According to the American Petroleum Institute, there are currently 150,000 fueling stations across the country. This is a decline of over 25%, down from the over 200,000 that existed in 1994. Fuel economy, an increase of electric vehicles and big-box discount retailers that offer lower prices are some of the reasons cited for the decreasing numbers of gasoline service stations nationwide.

The proliferation of gasoline service station uses is troubling because they can be inconsistent with community character and the development pattern that the City

envisioned in the General Plan. The General Plan Land Use Element's primary goal is: "To be a city that maintains and enhances its unique, small town character and equestrian-friendly neighborhoods while promoting economic opportunities and prosperity for all." Gasoline service stations are often located at key intersections, on prime commercial property, and at City gateways to take advantage of the visibility and activity such sites provide. With each new gasoline service station, there is the lost opportunity for neighborhood scale commercial development that is in keeping with the General Plan's primary goal.

Further, the Environmental Protection Agency (EPA) has classified service stations as uses that may result in a brownfield site. Brownfield sites are properties that are contaminated with hazardous substances. Typical contaminants found at gasoline service station sites include gasoline, diesel, petroleum oil, solvents, and other toxic substances. This complicates and lengthens the time it takes for conversion of abandoned gasoline service station sites to a new use. In addition, vacated gasoline service station sites potentially present public health, safety and welfare concerns for the neighboring community. As a matter of environmental justice, the City must carefully consider how such uses are treated under the City's General Plan designations and policies, zoning measures or development standards in order to avoid an undue concentration of gasoline service stations in one or more parts of the City. With the national decline in the number of gasoline service stations, the likelihood of some of the City's existing inventory of service stations failing appears to be high.

Of the City's 30 existing service stations, 28 are combined with a convenience store. There is also a concern that gasoline service stations combined with convenience stores have greater impacts on the surrounding area than service stations alone, including air quality due to increased idling of vehicles, litter, noise, and potential crime, particularly when open 24 hours, seven days a week.

The current Municipal Code regulations and review standards are inadequate to address the potential impacts gasoline service stations can have on the community. Gasoline service stations with a convenience store (no alcohol sales) are allowed by right in the City's commercial (C-T, CPS, C-R, C-1/CP & R-VC), business park (BP) and industrial (I-P, M-SC, M-M & MH) zones with only the approval of a Site Development Permit. Small expansions of gasoline service stations, however, may only require a Minor Site Development Permit which is approved by the Community Development Director and do not require public notice.

To address these concerns, the City could consider a zoning code amendment to include:

- 1) Conditional Use Permit. The Site Development Permit review that is required for gasoline service stations does not address the impacts described above. Requiring a Conditional Use Permit instead of a Site Development Permit for all gasoline service stations will provide the City additional discretion regarding the appropriateness of the land use at a given location. The Conditional Use Permit review will allow the City the discretion to deny gasoline service station requests

when they are not compatible or proposed in an area where there is over saturation and allow them in areas where they provide a benefit to the community and with appropriate mitigation measures to reduce their impacts to the surrounding area. Conditional Use Permits require a public hearing before the Planning Commission and are appealable to the City Council.

- 2) Development Standards. Currently, there are no development standards specific to gasoline service stations in the Zoning Ordinance. Thus, the City has limited tools available to effectively address the impacts summarized in this report. Examples of possible standards and regulations that may be considered include regulating business hours, lighting, safety and security, proximity to residential and other sensitive use, landscaping, buffering, setbacks, shielding of above ground tanks and equipment and other aesthetic requirements.

It is estimated this process could take four to five months to complete. Time to research and draft the code amendment, allow Planning Commission review and preparation of the environmental documents could require approximately two to three months. After the Council reviews and accepts the proposed solution, the public hearings to change the code could take another month or two.

URGENCY ORDINANCE

In the event the Council wishes to proceed, while also preventing additional entitlements for gasoline service station uses during the estimated four - five month period to update the zoning standards to address the impacts of gasoline service station uses, the City Council may, upon an affirmative vote of four or more members, adopt an urgency ordinance that would put a hold on new applications until the process is finished.

The adoption of an urgency ordinance will enact a temporary moratorium on the approval of new or expansion of existing gasoline service stations including approval of any Site Development Permits or issuance of any Building Permits, to allow sufficient time for City to analyze the impacts of gasoline service station uses and establish appropriate regulatory controls. The moratorium will not apply to the limited improvement or renovation of an existing service station such as interior modifications, exterior repainting, and general maintenance, or the demolition of an existing service station.

Attached is a draft urgency ordinance for the City Council's consideration. If the urgency ordinance is adopted, no application for any entitlement for the establishment or expansion of a gasoline service station use shall be accepted or approved during the term of the temporary moratorium. The three current gasoline service station applications would be allowed to proceed at their own risk but would not be reviewed or approved by the Planning Commission or staff until after the moratorium either is terminated or has expired. In addition, these projects would be subject to any amended Zoning Code requirements.

The urgency ordinance has an initial duration of 45 days. The City Council may extend the moratorium for two additional periods: (1) first extension is for a period of 10 months and 15 days; (2) second extension is for one year. With both extensions, it will provide a maximum of 2 years to allow the City to amend the code to address the concerns regarding gasoline service stations. Staff does not anticipate needing more than one extension to complete the analysis and provide recommended changes to the Zoning Code.

If the City Council adopts the urgency ordinance at the August 5, 2021 meeting and the City Council wishes to move forward with the first extension, the first extension can be scheduled for a public hearing at the September 16, 2021 regular City Council meeting.

CONCLUSION

It is recommended that the City Council initiate the amendments to the Zoning Code, and refer the study of gasoline service station uses to the Planning Commission for study and recommendations. It is also recommended that the City Council adopt the attached urgency ordinance establishing a moratorium on service stations.

FINANCIAL IMPACT

Staff time will be covered by the Community Development Department budget for Advance Planning projects.

ALTERNATIVES

1. The recommended action:
 - a. Initiate a zoning code amendment to establish appropriate development standards and review and processing requirements for gasoline service stations uses;
 - b. Refer the issue to the Planning Commission to study, conduct hearings and make recommendations to the City Council; and
 - c. Consider adopting an urgency ordinance establishing a moratorium on gasoline service station uses.
2. Decline to initiate the zoning code amendments and not adopt the attached urgency ordinance.
3. Defer action and request additional information.

Prepared by:



Joe Perez
Community Development Director

Submitted by:



Rod B. Butler
City Manager

Reviewed by:



Connie Cardenas
Administrative Services Director

Reviewed by:



Michael Flad
Assistant City Manager

Reviewed by:



Peter M. Thorson
City Attorney

Attachments:

1. Draft City Council Ordinance: Imposing a Temporary Moratorium
2. Existing, Proposed and Potential Gas Station Location Map

ORDINANCE NO. 2021-18

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ENACTED PURSUANT TO GOVERNMENT CODE SECTION 65858 ESTABLISHING A MORATORIUM ON THE APPROVAL OF APPLICATIONS FOR BUILDING PERMITS OR OTHER ENTITLEMENTS FOR NEW GASOLINE SERVICE STATION USES OR THE EXPANSION OF EXISTING GASOLINE SERVICE STATION USES IN THE CITY OF JURUPA VALLEY, DECLARING THE URGENCY THEREOF AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

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

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

A. California state law allows a City to adopt an interim ordinance that imposes a temporary moratorium on the approval of land use entitlements that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body or planning commission intends to study within a reasonable time. Pursuant to California Government Code Section 65858, this interim urgency zoning Ordinance must be adopted by not less than a four-fifths vote of the City Council and will be in effect for forty-five (45) days from the date of its adoption. The City Council may consider an extension of this interim Ordinance pursuant to the legal requirements provided in Government Code Section 65858.

B. The Jurupa Valley Municipal Code permits gasoline service stations, also referred to in the Jurupa Valley Municipal Code as gasoline stations, gas stations, gasoline stations and fuel pumps, and gasoline and diesel service stations, and hereafter referred to as "gasoline service stations" in certain zoning designations within the City of Jurupa Valley ("City").

C. The Environmental Protection Agency ("EPA") has classified gasoline service stations and fuel storage locations as uses that may result in a brownfield site. Brownfield sites are properties, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

D. Common contaminants found at gasoline service station sites include gasoline, diesel, and petroleum oil, volatile organic compounds and solvents, polycyclic aromatic hydrocarbons, and lead. Exposure to the types of contaminants present, or potentially present, at gasoline service stations threatens the public health, safety or welfare of neighboring communities.

E. There are thirty (30) existing operational gasoline service stations in the City. There are an additional five (5) approved gasoline service stations that have received Site Development Permit approval but have not yet been issued a building permit and three (3)

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proposed gasoline service stations under review for Site Development Permit approval. Further, the City's Planning Department has received multiple inquiries in recent months regarding the potential of development of service stations throughout the City and staff has identified six (6) additional locations where there is a high potential for a new request for gasoline service station uses to be located. Comparatively, the number of gasoline service stations in the City is greater than in the surrounding cities of Fontana, Ontario and Upland, which have 21, 20, and 17 gasoline service stations, respectively. Furthermore, many of the existing gasoline service stations are located near sensitive receptors. The close proximity of service stations to these areas increases the risk of contaminant exposure to vulnerable populations. This problem is exacerbated in situations where the gasoline service station may become a brownfield site.

F. The existing gasoline service stations are primarily concentrated along SR 60 and Mission Blvd in the north and along Limonite Avenue in the south of the City. The proliferation of gasoline service stations in particular areas inequitably increases health risks for the residents of these areas due to the potential contaminants present at gasoline service stations. As a matter of environmental justice, the City must carefully consider how such uses are treated under the City's General Plan designations and policies, zoning measures or development standards in order to avoid an undue concentration of gasoline service stations in any one part of the City.

G. Nationally the amount of gasoline service stations are on a decline. According to the American Petroleum Institute, there are currently 150,000 fueling stations across the country. This is a decline of over 25%, down from the over 200,000 that existed in 1994. Fuel economy, an increase of electric vehicles and big-box discount retailers that offer lower prices are some of the reasons cited for the decreasing numbers of gasoline service stations nationwide. Vacated gasoline service stations sites potentially present public health safety and welfare concerns for the neighboring community. With the national decline in the number of gasoline service stations, the likelihood of some of the City's existing inventory of service stations failing may be increasing.

H. Of the City's thirty (30) existing operational gasoline service stations, twenty-eight (28) are combined with a convenience store. Gasoline service stations combined with convenience stores can have greater impacts on the surrounding area than gasoline service stations alone, including impacts related to air quality due to increased idling of vehicles, increase trash, noise, and potential crime, particularly when open twenty-four (24) hours a day, seven (7) days a week.

I. The City Council is concerned that under the City's current zoning standards and current general plan policies, certain gasoline service station uses that are allowed might cause a disproportionate public health, safety and welfare impact to the City of Jurupa Valley community and to its residents without compensating benefits to the community.

J. The City Council finds that studies need to be conducted to determine the proper location, concentration, regulations, and other land use regulatory controls that need to be in place in order to ensure that gasoline service station uses do not burden the City and its residents and that the procedures for allowing such uses need to be studied to enable the City to address and mitigate potential burdens on the communities affected.

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K. The City Council finds that in order to best protect the immediate threat to the public health, safety, and welfare, it is necessary for the City to immediately study and analyze the implications of allowing additional or expanded gasoline service station uses in the City.

L. To accomplish this, the City Council intends to impose, on an urgency basis, a temporary moratorium on new or expanded gasoline service station uses.

M. This temporary moratorium will allow City staff, the City Council, property owners, and the people of the City of Jurupa Valley sufficient time to analyze the burdens gasoline service station uses have on the City so that the appropriate land use regulatory controls and zone changes can be adopted if needed. During the moratorium, the City will be able to analyze their potential impacts on the public health such as the potential for contaminant exposure near sensitive receptors and residential areas and impacts on the public welfare due to the number of gasoline service stations and the disproportionate concentration of gasoline service stations in certain residential areas of the City. The City Council finds that these studies will help the City Council and the City's Planning Department determine how best to prevent impacts to the public health, safety and welfare. The City Council further finds that the moratorium will allow time to evaluate the City's General Plan designations and policies, zoning measures or development standards and develop appropriate regulations and/or appropriate zones for new gasoline service stations in the City to achieve a reasonable level of assurance that there will not be serious negative impacts to the overall community and ensure positive outcomes for the City's residents, business community, property owners, and developers.

N. The City Council finds that it is necessary that this interim Ordinance take effect immediately as there is a current and immediate threat to the public health, safety and welfare. Without this interim urgency Ordinance, new or expanded gasoline service station uses may be established in the City that may be in conflict with regulations ultimately adopted. Without this interim urgency Ordinance, new gasoline service stations may be allowed to develop within the City or be redeveloped or expanded within the City that are incompatible with neighboring residential areas and sensitive receptors. Therefore, a current and immediate threat to the public safety, health and welfare exists.

O. For the reasons specified in Section 1 of this interim Ordinance and all the evidence in the record, the City Council finds that there is a current and immediate threat to the public health, safety and welfare caused by the establishment or expansion of gasoline service station uses in the City, and that the approval of any entitlement to allow such type of use would constitute a current and immediate threat to the public health, safety, and welfare of the residents of the City.

SECTION 2. Adoption as an Urgency Interim Zoning Ordinance. This interim Ordinance is adopted as an urgency zoning ordinance pursuant to the provisions of Government Code Section 65858(a), and shall be effective immediately upon its adoption. Based upon the findings set forth in Section 1 of this interim Ordinance, the City Council finds and determines that the adoption of this interim Ordinance as an urgency ordinance is necessary for the immediate preservation of public health, safety and welfare pursuant to the requirements of Government Code Sections 65858(a) and 36937(b).

SECTION 3. Temporary Moratorium Established. The City of Jurupa Valley hereby establishes a temporary moratorium on the approval and issuance of any type of entitlement necessary to allow gasoline service station uses in the City. For the purpose of this interim Ordinance, a gasoline service station shall be limited to those retail businesses selling motor vehicle fuels derived from fossil fuels. In this context, a gasoline service station is commonly referred to as a gas station. "Gasoline service station uses" shall be defined to include any other use reasonably determined by the Community Development Director to be similar to these types of gasoline service station uses. Nothing contained in this interim Ordinance shall preclude the improvement, renovation, or demolition of an existing entitled gasoline service station, provided that such development otherwise conforms to applicable law, does not result in an increase to the number of gas pumping facilities, does not add any new accessory uses on site, and does not require a discretionary entitlement to perform such improvement, renovation, or demolition.

SECTION 4. Temporary Moratorium Defined. Notwithstanding any other ordinance or provision of the Jurupa Valley Municipal Code, no application for an entitlement for the establishment of a gasoline service station use as defined in Section 3 above, shall be approved during the term of this temporary moratorium, specified in Section 5 of this interim Ordinance.

SECTION 5. Temporary Moratorium Term. This interim Ordinance shall take effect immediately upon adoption, and this interim Ordinance shall expire, and the temporary moratorium established hereby shall terminate, forty-five (45) days after the date of its adoption, unless extended by the City Council at a regularly noticed public hearing pursuant to California Government Code Section 65858. The City Council shall retain the authority to terminate or to limit the scope of the temporary moratorium at any time.

SECTION 6. CEQA Finding. The City Council hereby finds, in the exercise of its independent judgment and analysis, that this interim Ordinance is exempt from the California Environmental Quality Act ("CEQA") because it can be seen with certainty that this interim urgency Ordinance has no likelihood of causing a significant negative effect on the environment and accordingly both the City Council's action of adopting this interim Ordinance and the effects derivative from that adoption are exempt from the application of CEQA pursuant to State CEQA Guideline Section 15061(b)(3) (14 Cal. Code Regs. § 15061(b)(3)). This interim Ordinance will provide a temporary moratorium on approvals of applications for gasoline service station uses in the City in order to protect the public health, safety, and general welfare, and will thereby serve to avoid potentially significant adverse environmental impacts during the term of the moratorium. There is no possibility that adopting this interim Ordinance will have a significant effect on the environment. It is therefore not subject to the California Environmental Quality Act review pursuant to Title 14, Chapter 3, Section 15061(b)(3) of the California Code of Regulations and no environmental analysis is required. The Community Development Director shall prepare and file a Notice of Exemption for this interim Ordinance.

SECTION 7. Planning Studies. City staff shall promptly commence the studies they may deem necessary and appropriate to make a recommendation to this City Council regarding the structuring of the General Plan, zoning and other necessary regulatory controls over gasoline service station uses within the City of Jurupa Valley. Pursuant to Government Code Section 65858(d), City staff shall prepare and submit for City Council adoption, at least ten (10) days prior to the expiration of this interim Ordinance, or any extension hereof, a written report

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describing the measures taken to alleviate the conditions which led to the adoption of this interim Ordinance.

SECTION 8. Extension of Time. The Community Development Director and the City Clerk's office shall undertake all actions legally necessary to extend this interim Ordinance in the event the studies desired by this City Council will not be concluded on or before the forty-fifth (45th) day subsequent to the adoption of this interim Ordinance.

SECTION 9. Effect of Ordinance. This interim Ordinance is intended to supersede any ordinance or resolution of the City of Jurupa Valley in conflict with the terms of this Ordinance; provided, however, that nothing contained in this interim Ordinance is intended to nor shall be construed to impair the prosecution or other enforcement action for violations of such ordinances.

SECTION 10. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this interim Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this interim Ordinance. The City Council hereby declares that it would have adopted this interim Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

SECTION 11. Effective Date. This interim Ordinance shall take effect immediately upon its passage. It shall be of no further force or effect forty-five (45) days from the date of its adoption unless extended pursuant to the legal requirements contained in Government Code Section 65858.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 5th day of August, 2021.

Lorena Barajas
Mayor

ATTEST:

Victoria Wasko, CMC
City Clerk

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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 Urgency Ordinance No. 2021-18 was adopted at a regular meeting of the City Council on the 5th day of August, 2021, by the following vote of the City Council:

AYES:

NOES:

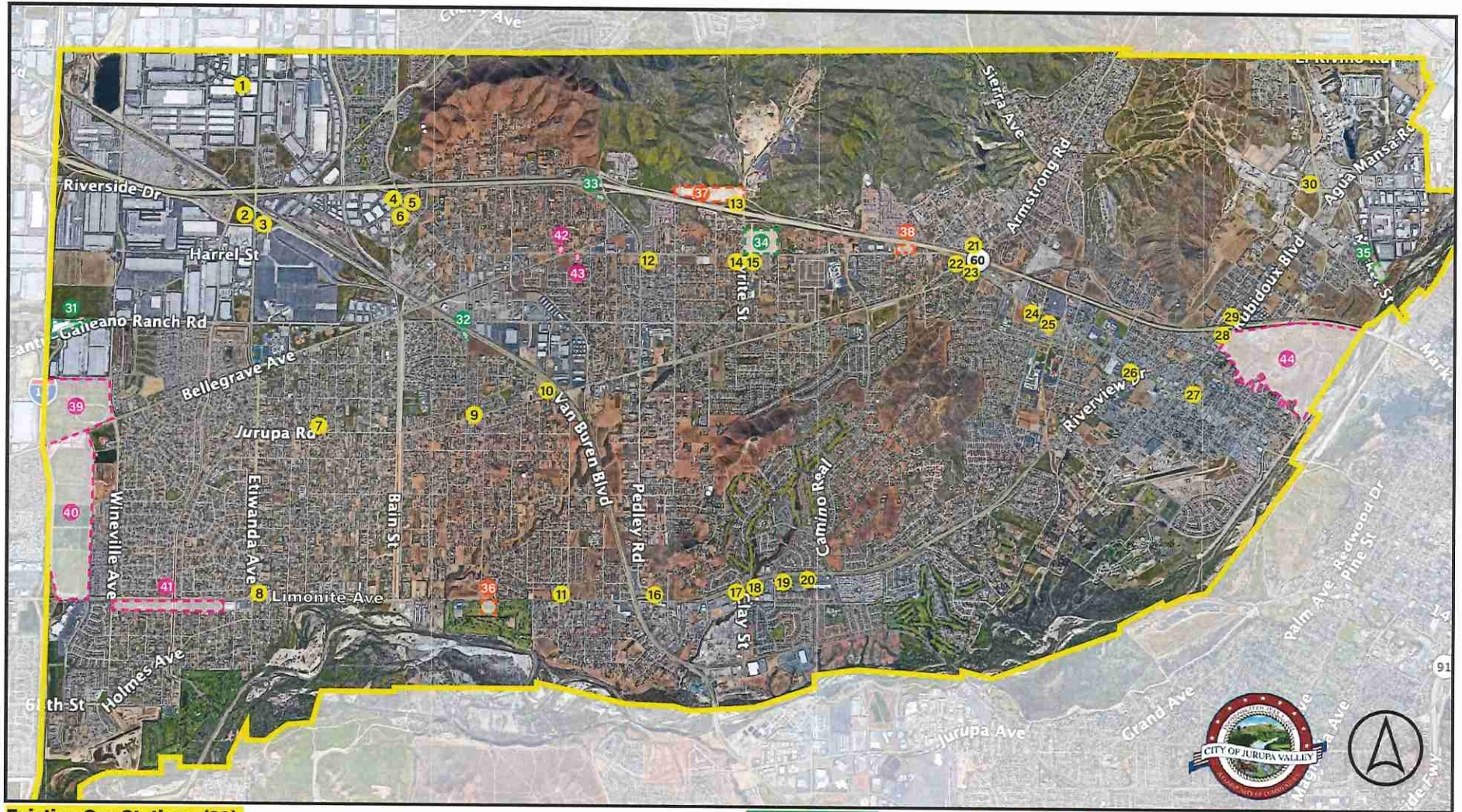
ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, on this 5th day of August, 2021.

Victoria Wasko, City Clerk
City of Jurupa Valley

City of Jurupa Valley | Existing, and Future Gas Station Sites



Existing Gas Stations (30)

- | | | | | |
|-----------------------|-----------------------|------------------------|----------------------|------------------------|
| 1. Flyers Energy #462 | 7. Circle K #2700337 | 13. Shell | 19. 7-Eleven #16825E | 25. Circle K |
| 2. Flying J | 8. 76 | 14. ARCO | 20. ARCO | 26. Circle K #2705247 |
| 3. 7-Eleven #37220A | 9. Jurupa Dairy & Gas | 15. Circle K #5063 | 21. ARCO | 27. ARCO |
| 4. Shell | 10. ARCO | 16. Chevron #129 | 22. Mobil | 28. Shell |
| 5. 76 | 11. ARCO | 17. Circle K #27055245 | 23. Shell | 29. ARCO |
| 6. ARCO | 12. Gas & Go | 18. Shell | 24. Valero | 30. Flyers Energy #469 |

Approved (5)

31. 4685 Pier Enterprises Way
32. Van Buren Blvd & Rutile St.
33. Pedley Rd. & Ben Nevis Blvd.
34. Shops @ Jurupa Valley
35. 1890 Market St.

Pending (3)

36. Paradise Knolls SP
37. Freeway Commerce Center
38. Mission Blvd. & Byrne Rd.

Potential (6)

39. Lesso Business Park
40. Vernola Ranch
41. Wineville Marketplace
42. 9253 Mission Blvd.
43. 9170 Mission Blvd.
44. District @ Rubidoux GPA