



REGULAR MEETING AGENDA OF THE JURUPA VALLEY CITY COUNCIL

Thursday, October 21, 2021

Study Session: 5:30 p.m.

Regular Session: 7:00 p.m.

City Council Chamber

8930 Limonite Avenue, Jurupa Valley, CA 92509

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

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

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

2. STUDY SESSION - DISCUSSION OF NEW STATE HOUSING LAWS

Presented by City Attorney Peter M. Thorson

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

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

4. INVOCATION

5. PLEDGE OF ALLEGIANCE

6. APPROVAL OF AGENDA

7. PRESENTATIONS

A. MONTHLY REPORT – HEALTHY JURUPA VALLEY

B. MONTHLY REPORT – JURUPA VALLEY CHAMBER OF COMMERCE

8. PUBLIC APPEARANCE/COMMENTS

Persons wishing to address the City Council on subjects other than those listed on the Agenda are requested to do so at this time. 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.

9. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

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

A. MAYOR PRO TEM CHRIS BARAJAS

- 1. UPDATE ON THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS – ADMINISTRATION & FINANCE COMMITTEE MEETING OF OCTOBER 13, 2021**

2. **UPDATE ON THE WESTERN COMMUNITY ENERGY JOINT MEETING OF THE BOARD OF DIRECTORS AND TECHNICAL ADVISORY COMMITTEE MEETING OF OCTOBER 13, 2021**

B. COUNCIL MEMBER LESLIE ALTAMIRANO

1. **UPDATE ON THE NORTHWEST MOSQUITO AND VECTOR CONTROL DISTRICT MEETING OF OCTOBER 21, 2021**

C. COUNCIL MEMBER BRIAN BERKSON

1. **UPDATE ON THE METROLINK / SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY – AUDIT AND FINANCE COMMITTEE MEETING OF OCTOBER 8, 2021**
2. **UPDATE ON THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION MEETING OF OCTOBER 13, 2021**
3. **UPDATE ON THE NORTHWEST TRANSPORTATION NOW COALITION MEETING OF OCTOBER 14, 2021**
4. **UPDATE ON THE MOBILE SOURCE AIR POLLUTION ANNUAL WORKSHOP OF OCTOBER 21, 2021**

11. CITY MANAGER’S UPDATE

12. SHERIFF’S DEPARTMENT UPDATE

A. DISCUSSION OF FLOCK CAMERA SYSTEM

Requested Action: That the City Council receive and file the report.

13. APPROVAL OF MINUTES

A. OCTOBER 7, 2021 REGULAR MEETING

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

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

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

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

B. APPROVAL OF AGREEMENT WITH UNITED SIKH MISSION TO OPERATE A FOOD PANTRY LOCATED AT 5626 MISSION BOULEVARD

Requested Action: That the City Council approve the “License and Operating Agreement for use of the City of Jurupa Valley Facility at 5626 Mission Boulevard between City of Jurupa Valley and United Sikh Mission” and authorize the City Manager to execute the Agreement in substantially the form and format attached to the staff report as approved by the City Attorney.

C. APPROVAL OF PARCEL MAP NO. 37679, LOCATED ON THE NORTHWEST CORNER OF CANTU GALLEANO RANCH ROAD AND PIER ENTERPRISES WAY INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION, ACCEPTANCE OF IMPROVEMENT SECURITIES AND AGREEMENT (WESTATES HOLDINGS, LLC AND DC FUEL, INC.)

1. Requested Action: That the City Council approve Tract Map 37679 and accept the dedications as follows:
 - a. Accept the offer of dedication of easement for ingress, egress, and emergency vehicle access over Parcels 1 and 2 inclusive as shown on Parcel Map 37679.
2. Authorize the Mayor and City Clerk to sign Parcel Map 37679; and
3. Approve and authorize the City Engineer and City Clerk to execute the Subdivision Agreements; and
4. Accept the financial securities for construction of related off-site improvements.

D. APPROVAL OF REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND THE CITY OF EASTVALE FOR LANDSCAPE MAINTENANCE SERVICES AT THE I-15 INTERCHANGE AT LIMONITE AVENUE

Requested Action: That the City Council approve the Reimbursement Agreement between the City of Jurupa Valley and the City of Eastvale for Landscape Maintenance Services at the I-15 Interchange at Limonite and authorize the City Manager to execute the Agreement in substantially the form and format attached to the staff report as approved by the City attorney.

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

Requested Action: That the City Council adopt Resolution No. 2021-85, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING A REVISED AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CALFIRE) FOR THE FISCAL YEAR 2021-22 LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION REIMBURSEMENT AGREEMENT, REPLACING THE AGREEMENT APPROVED BY THE CITY COUNCIL ON MAY 6, 2021

F. RESOLUTION OF CONSIDERATION TO ALTER THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS); GENERALLY LOCATED AT THE SOUTHWEST CORNER OF LIMONITE AVENUE AND DOWNEY STREET, TR36822

Requested Action: That the City Council adopt Resolution No. 2021-86, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACTING AS LEGISLATIVE BODY OF THE CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS), TO CONSIDER ALTERATIONS TO THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

15. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

16. PUBLIC HEARINGS

A. PUBLIC HEARING TO RECEIVE INPUT FROM THE COMMUNITY REGARDING THE REDRAWING OF ELECTION DISTRICT BOUNDARIES

Requested Action: That the City Council: 1) receive a report from staff on the redistricting process and permissible criteria to be considered to redraw district boundaries; and 2) conduct a public hearing to receive public input on district boundaries.

B. PUBLIC HEARING TO CONSIDER ZONING CODE AMENDMENT NO. 21006 (ZCA21006) REVISING REGULATIONS OF SECTION 9.240.490 (ALCOHOLIC BEVERAGE SALES) AND ADDING AN ANNUAL ALCOHOL SALE REGULATORY FEE TO THE CITY OF JURUPA VALLEY COMMUNITY DEVELOPMENT DEPARTMENT FEE SCHEDULE

1. Requested Action: That the City Council conduct a first reading and introduce Ordinance No. 2021-21, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY REVISING THE JURUPA VALLEY MUNICIPAL CODE PERTAINING TO THE SALE OF ALCOHOLIC BEVERAGES AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER SECTION 15061 (B) (3) OF THE CEQA GUIDELINES

2. That the City Council adopt Resolution No. 2021-87, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING THE SCHEDULE OF PLANNING FEES TO ADD AN ALCOHOL SALES REGULATORY FEE TO THE CITY FEE SCHEDULE

17. COUNCIL BUSINESS

18. CITY ATTORNEY'S REPORT

19. COUNCIL MEMBER REPORTS AND COMMENTS

20. CONVENE TO CLOSED SESSION

A. PUBLIC COMMENTS PERTAINING TO CLOSED SESSION ITEMS

- B. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION.** The City Council will meet in closed session with the City Attorney pursuant to Government Code Section 54956.9(d)(1) with respect to one matter of pending litigation: *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**

22. ADJOURNMENT

Adjourn to the Regular Meeting of November 4, 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
October 7, 2021**

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

1. 5:30 PM - JOINT STUDY SESSION WITH THE PLANNING COMMISSION

CALL TO ORDER – CITY COUNCIL:

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

CALL TO ORDER – PLANNING COMMISSION:

- Penny Newman, Chair
- Arleen Pruitt, Chair Pro Tem
- Armando Carmona, Planning Commissioner
- Hakan Jackson, Planning Commissioner
- Laura Shultz, Planning Commissioner

Mayor Lorena Barajas called the joint Council meeting to order at 5:37 p.m. Hakan Jackson was absent.

2. JOINT STUDY SESSION:

A. TRUCK INTENSIVE USE ORDINANCE, LAND USE STUDY AND NORTH PYRITE MASTER PLAN

Staff Report presented by Jim Pechous, Principal Planner. Mr. Pechous reported that the intent of the special study session is for the City Council and Planning Commission to receive a staff presentation on the Truck Intensive Use Ordinance, Land Use Study and North Pyrite Master Plan.

John Shardlow, Gresham Savage, stated that his law office represents Team Truck Dismantling, Inc. and Pyrite Leasing, LLC who are property owners in the North Pyrite Master Plan. He stated that the North Pyrite Master Plan and the truck intensive uses purposes are “completely contrary.” He referenced his letter to the Council and Planning Commission dated October 6, 2021 and requested additional time so that he and his clients may have further dialogue about this issue.

Jack Harrill, representing Crow Holdings stated that they have been in escrow for a property in the north Pyrite Master Plan area and they concur with staff's recommendation for further study. He indicated that they have been experiencing challenges in marketing sites for office and retail uses in the Inland Empire.

Jim Kozak, President, Strategic Land Partners, thanked City Manager Rod Butler and staff for opening up the dialogue with the landowners. He represents a client that owns property in the North Pyrite Master Plan area. He discussed the challenges in developing this area due to the proximity to the Stringfellow site. He asked that other types of uses be considered.

Tom Searles spoke about the opportunity to do something really special in this area. He complimented Penny Newman for her environmental advocacy and her efforts to clean up the Stringfellow site. He supports staff's recommendation to take the next 90 days to further study this area.

Following the presentation, the City Council and Planning Commission provided comments to Staff, but no action was taken on these items.

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

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

Mayor Lorena Barajas called the regular Council meeting to order at 7:00 p.m.

4. INVOCATION was given by Pastor Jeremy Williams, Grace Fellowship Church.

5. PLEDGE OF ALLEGIANCE was led by Joe Perez.

6. APPROVAL OF AGENDA

A motion was made by Council Member Brian Berkson, 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. RIVERSIDE COUNTY DEPARTMENT OF ANIMAL SERVICES -
INTRODUCTION OF "PET OF THE MONTH"**

The City's Pet of the Month for October, "P.J., a two-year old Chihuahua Mix was introduced to the Council. Anyone interested in giving P.J. a home is invited to contact the City's Animal Control Services Department at <https://www.rcdas.org>.

B. INLAND EMPIRE RESOURCE CONSERVATION DISTRICT - PRESENTED BY MANDY PARKES, DISTRICT MANAGER

Mandy Parkes, District Manager of the Inland Empire Resource Conservation District gave a presentation on the Louis Robidoux Parkland and Pecan Grove Consortium. She introduced Joanna Gibson and Chris Jones from the San Bernardino Valley Municipal Water District who are working together to reimagine the former Louis Robidoux Nature Center, which was destroyed by a fire back in 2019. She outlined their plans to bring this property back to its original functionality. Further information is available by visiting their website: <https://www.louisrobidouxparkland.org/>

C. PROCLAIMING THE 2ND WEEK OF OCTOBER AS "CODE ENFORCEMENT OFFICER WEEK"

Mayor Lorena Barajas and members of the City Council commended Keith Clarke and the Code Enforcement staff for their outstanding efforts. Mayor Barajas presented Mr. Clarke with a Proclamation proclaiming the 2nd week of October as "Code Enforcement Officer Week."

8. PUBLIC APPEARANCE/COMMENTS

Henry Escalera voiced a concern that a motorist is parking his car with a detached trailer at Downey between Limonite and 61st Street. He presented photographs of the Downey Park area showing an accumulation of trash that visitors are leaving near residential homes. He urged the Council to close off access to the park.

9. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

Mayor Lorena Barajas encouraged everyone to participate in "The Great California Shakeout Drill" that will be held on Thursday, October 21 at 10:21 a.m. She stated that a major earthquake can happen at any time or anywhere and this exercise provides the opportunity to be better prepared. City Hall staff/guests will be participating in the drill and practicing an evacuation drill directly afterwards. Further information is available at: www.Shakeout.org

Mayor Lorena Barajas asked that tonight's meeting be adjourned in memory of Moreno Valley City Councilwoman Victoria Baca.

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

A. MAYOR LORENA BARAJAS

1. Mayor Barajas gave an update on the Western Riverside County – Regional Conservation Authority meetings of September 13, 2021 and October 4, 2021.

B. MAYOR PRO TEM CHRIS BARAJAS

1. Mayor Pro Tem Chris Barajas gave an update on the Western Riverside Council of Governments Administration & Finance Committee meeting of September 8, 2021.
2. Mayor Pro Tem Chris Barajas gave an update on the Western Riverside Council of Governments Executive Committee meeting of September 13, 2021.
3. Mayor Pro Tem Chris Barajas gave an update on the Interagency Coordinating Council meeting of September 24, 2021.

C. COUNCIL MEMBER LESLIE ALTAMIRANO

1. Council Member Altamirano gave an update on the Northwest Mosquito and Vector Control District board meeting of September 16, 2021.

D. COUNCIL MEMBER BRIAN BERKSON

1. Council Member Berkson gave an update on the Northwest Transportation Now Coalition meeting of September 9, 2021.
2. Council Member Berkson gave an update on the Metrolink / Southern California Regional Rail Authority – Audit and Finance Committee meeting of September 10, 2021.
3. Council Member Berkson gave an update on the Riverside County Transportation Commission meeting of September 15, 2021.
4. Council Member Berkson gave an update on the Mobile Source Air Pollution Reduction Review meeting of September 16, 2021.
5. Council Member Berkson gave an update on the Riverside Transit Agency meeting of September 23, 2021.

- 6. Council Member Berkson gave an update on the Metrolink / Southern California Regional Rail Authority meeting of September 24, 2021.**

11. CITY MANAGER'S UPDATE

City Manager Rod Butler announced that the FY 2021-2022 Annual City Budget is available and can be accessed on the City's website at: www.jurupavalley.org

Michael Flad, Assistant City Manager, reported on Council Member Leslie Altamirano and Council Member Brian Berkson's attendance at the California Contract Cities Fall Educational Summit in Indian Wells, Ca, which was held from September 16th through September 18th.

12. APPROVAL OF MINUTES

A. SEPTEMBER 2, 2021 REGULAR MEETING

B. SEPTEMBER 16, 2021 SPECIAL MEETING

A motion was made by Mayor Pro Tem Chris Barajas, seconded by Council Member Guillermo Silva, to approve the Minutes of the September 2, 2021 regular meeting and the September 16, 2021 special meeting.

Ayes: L. Altamirano, C. Barajas, L. Barajas, B. Berkson, G. Silva

Noes: None

Absent: None

13. CONSENT CALENDAR

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

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

B. CONSIDERATION OF CHECK REGISTER IN THE AMOUNT OF \$10,020,038.42

Requested Action: That the City Council ratify the check registers dated August 26, and September 1, 9, 16 and 23, 2021 as well as the payroll registers dated August 20, and 31 and September 3 and 17, 2021.

C. ORDINANCE NO. 2021-19

Requested Action: That the City Council conduct a second reading and adopt Ordinance No 2021-19, entitled:

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

D. APPROVAL OF THE ANNUAL AGREEMENT WITH THE JURUPA VALLEY CHAMBER OF COMMERCE INCLUDING THE COVID RELIEF ECONOMIC DEVELOPMENT PROGRAM

Requested Action: That the City Council approve the annual agreement between the City of Jurupa Valley and the Jurupa Valley Chamber of Commerce for an amount not to exceed \$25,000 and authorize the City Manager to execute the Agreement in substantially the form and format attached to the staff report as approved by the City Attorney.

E. APPROVAL OF A DIGITAL DISPLAY AGREEMENT WITH GEORGIOS, LLC FOR THE PROPERTY LOCATED AT 7621 GRANITE HILL DRIVE, JURUPA VALLEY CALIFORNIA 92509 (DISCOVERY CENTER)

Requested Action: That the City Council adopt Resolution No. 2021-83, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING A DIGITAL DISPLAY AGREEMENT PURSUANT TO JURUPA VALLEY MUNICIPAL CODE SECTION 9.245.030.I WITH GEORGIOS, LLC, FOR THE PROPERTY LOCATED AT 7621 GRANITE HILL DRIVE AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061 AND 15304 OF THE CEQA GUIDELINES

F. APPROVAL OF A DIGITAL DISPLAY AGREEMENT WITH GEORGIOS, LLC FOR THE PROPERTY LOCATED AT 11347 RIVERSIDE DRIVE, JURUPA VALLEY, CALIFORNIA

Requested Action: That the City Council adopt Resolution No. 2021-84, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, APPROVING A DIGITAL DISPLAY AGREEMENT PURSUANT TO JURUPA VALLEY MUNICIPAL CODE SECTION 9.245.030.I WITH GEORGIOS, LLC, FOR THE PROPERTY LOCATED AT 11347 RIVERSIDE DRIVE AND FINDING AN EXEMPTION FROM

**CEQA UNDER SECTION 15061 AND 15304 OF THE CEQA GUIDELINES
BACKGROUND**

**G. RESOLUTION ACCEPTING CERTAIN STREETS INTO THE CITY
MAINTAINED STREET SYSTEM FOR TRACT MAP 36702 LOCATED ON
THE EAST SIDE OF STONE AVENUE 200 FEET SOUTH OF
MARTINGALE DRIVE (STONE RANCH, LLC C/O CRESTWOOD
CORPORATION)**

1. Requested Action: That the City Council authorize the City Manager to record the Notice of Completion; and
2. Authorize the City Engineer to reduce the Performance Bond and Material and Labor Bond for the street improvements to start the one-year warranty period; after which the City Engineer may fully release the bond; and
3. Authorize the City Engineer to release the Monument Bond 90 days after the recordation of the Notice of Completion unless the City receives a stop notice or other lien.
4. Adopt Resolution No. 2021-78, entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
JURUPA VALLEY ACCEPTING CERTAIN STREETS INTO THE
CITY MAINTAINED STREET SYSTEM (TRACT MAP 36702
LOCATED ON THE EAST SIDE OF STONE AVENUE 200 FEET
SOUTH OF MARTINGALE DRIVE). PURSUANT TO STREETS
AND HIGHWAYS CODE SECTION 1806**

**H. AMENDMENT NO. 7 TO THE AGREEMENT FOR SERVICES WITH
SOFTSCAPES CORPORATION FOR SPECIAL DISTRICT
LANDSCAPING SERVICES**

Requested Action: That the City Council approve the Seventh Amendment to the Agreement for Special District Landscaping Services between the City of Jurupa Valley and Softscapes Corporation and authorize the City Manager to execute the Agreement in substantially the form and format attached to the staff report as approved by the City Attorney.

**I. APPROVAL TO PURCHASE ONE 2021 JOHN DEERE 210L LOADER
FROM RDO EQUIPMENT COMPANY**

Requested Action: That the City Council approve the purchase of one 2021 John Deere 210L loader from RDO Equipment Company.

J. RESOLUTION OF INTENTION TO ESTABLISH CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT PUBLIC SAFETY, CFD PS 2021-001 (PARADISE KNOLLS); GENERALLY LOCATED AT THE SOUTHWEST CORNER OF LIMONITE AVENUE AND DOWNEY STREET, TR36822

Requested Action: That the City Council adopt Resolution No. 2021-82, entitled:

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY TO ESTABLISH CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT PUBLIC SAFETY 2021-001 (CFD PS 2021-001, PARADISE KNOLLS) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT PUBLIC SAFETY 2021-001 (CFD PS 2021-001, PARADISE KNOLLS)

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

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

14. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

15. PUBLIC HEARINGS

A. PUBLIC HEARING REGARDING THE ANNEXATION OF TERRITORY (ZONE X) TO THE CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED (THE “DISTRICT”) AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY; NORTHWEST CORNER OF CANTU-GALLEANO RANCH ROAD AND ETIWANDA AVENUE INTERSECTION (HORIZON BUSINESS PARK)

Paul Toor, Director of Public Works, presented the staff report.

Mayor Lorena Barajas opened the public hearing.

Further discussion followed.

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

At the request of Mayor Barajas, the City Clerk reported that one owner cast one ballot. All votes cast were in favor of the annexation.

A motion was made by Council Member Brian Berkson, seconded by Mayor Pro Tem Chris Barajas, to adopt Resolution No. 2021-79, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ORDERING THE ANNEXATION OF TERRITORY (ZONE X); LOCATED AT THE NORTHWEST CORNER OF CANTU-GALLEANO RANCH ROAD AND ETIWANDA AVENUE INTERSECTION TO CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED, CONFIRMING A DIAGRAM AND ASSESSMENT, ORDERING THE IMPROVEMENTS AND THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN SUCH TERRITORY FOR FISCAL YEAR 2022-23 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND AS PROVIDED BY ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION

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

B. PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS AND ADOPTION OF A RESOLUTION TO AMEND THE TRANSPORTATION UNIFORM MITIGATION FEE APPLICABLE TO ALL NEW DEVELOPMENT IN THE CITY OF JURUPA VALLEY

Paul Toor, Director of Public Works, presented the staff report.

Mayor Lorena Barajas opened the public hearing.

Further discussion followed.

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

Further discussion followed.

A motion was made by Mayor Pro Tem Chris Barajas, seconded by Council Member Leslie Altamirano, to adopt Resolution No. 2021-80, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING THE APPLICABLE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) APPLICABLE TO ALL DEVELOPMENTS IN THE CITY OF JURUPA VALLEY

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

C. PUBLIC HEARING REGARDING SUBMISSION OF THE 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

Paul Toor, Director of Public Works, presented the staff report.

Mayor Lorena Barajas opened the public hearing.

Further discussion followed.

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

Further discussion followed.

A motion was made by Mayor Pro Tem Chris Barajas, seconded by Council Member Guillermo Silva, to receive and file the 2020-2021 Consolidated Annual Performance and Evaluation Report (CAPER); and adopt Resolution No. 2021-81, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ADOPTING AND APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) AND AUTHORIZING SUBMISSION OF THE REPORT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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

16. COUNCIL BUSINESS

A. STUDY SESSION: MASTER APPLICATION NO. MA21189 (PAR21007); PRE-APPLICATION FOR VERNOLA RANCH, A PROPOSED PLANNED UNIT DEVELOPMENT (PUD) ON 153 ACRES LOCATED AT 12080 BELLEGRAVE AVENUE (APN: 160-050-070); (APPLICANT: SKY COUNTRY INV. CO. MGP VERNOLA AND MCCABE TRUST)

Andrea Hoff, Associate Planner, presented the staff report. Ms. Hoff reported that the purpose of this study session is for the City Council to receive an introduction to the project design and identify items of concern or request additional information prior to formal application submittal and eventual public hearings.

Further discussion followed.

Rick Bondar, representing the Vernola Family and Sky Country Investment Company gave a PowerPoint presentation on the proposed project. He provided an overview of the project, which will include residential, commercial, and a possible school site.

Geoff Smith, Vice President, Lennar, provided their vision for the Vernola Ranch development. Mr. Smith reported that the new community will provide a broad range of housing types, commercial, and retail uses.

Betty Anderson voiced concern that this area has always been seen as the City's main commercial corridor and she is not in favor of reducing the commercial for high-density housing as it will bring additional traffic. She stated that she is opposed to having the lower priced housing units built up against the freeway.

Geoff Smith, Vice President, Lennar, provided information on the farmhouse entry, the greenbelt buffer, and the community paseo that will include community gardens, dog parks, exercise facilities, and other amenities. He offered to answer any questions.

Following the presentation, the City Council provided comments to Staff, but no action was taken on this item.

17. CITY ATTORNEY'S REPORT

City Attorney Peter Thorson had no report.

18. COUNCIL MEMBER REPORTS AND COMMENTS

Mayor Pro Tem Chris Barajas reported that last week there was an event in the City called "Drive Electric Week." He noted that Tesla and other EV Clubs were available to raise awareness of the benefits of all-electric and plug-in hybrid cars. He thanked Michelle Pierce, Tesla, and all the EV Clubs for coming out to Jurupa Valley.

Council Member Brian Berkson commented on the ground breaking for the Jurupa Grade Separation Project, stating that it was nice to see everyone come out to celebrate this project.

19. CONVENE TO CLOSED SESSION AT 10:10 PM

A. PUBLIC COMMENTS PERTAINING TO CLOSED SESSION ITEMS

There were no public comments regarding the closed session items.

- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS.** The City Council met in closed session pursuant to Government Code Section 54956.8 regarding the granting of a utility easement to Southern California Edison generally along Pat's Ranch Road from Cantu-Galliano Road to Limonite as provided and described in the "Decision Granting a Certificate of Public Convenience and Necessity for the Riverside Transmission Reliability Project" approved by the California Public Utilities Commission on March 12, 2020 (Case No. A.15-04-013; Decision No. 20-03-001). The parties to the negotiations for the grant of the easement are: City of Jurupa Valley and Southern California Edison. Negotiators for the City of Jurupa Valley are: Rod Butler, Paul Toor, Steve Loriso, Tilden Kim, Stephen Lee and Paula Gutierrez-Baeza. Under negotiation are the terms of the grant of the easement.
- C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS.** The City Council met in closed session pursuant to Government Code Section 54956.8 regarding the potential lease/license of City-owned real property located at 5626 Mission Boulevard, California to United Sikh Mission. The parties to the negotiations for the lease/license agreement are the City of Jurupa Valley and United Sikh Mission. Negotiators for the City of Jurupa Valley are: Rod Butler and Michael Flad. Under negotiation are the price and terms of the lease/license agreement.
- D. 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)*.

20. 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.

21. ADJOURNED IN MEMORY

There being no further business before the City Council, Mayor Lorena Barajas adjourned the meeting in memory of Moreno Valley City Councilwoman Victoria Baca at 11:07 p.m.

The next meeting of the Jurupa Valley City Council will be held October 21, 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: OCTOBER 21, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROD BUTLER, CITY MANAGER
SUBJECT: AGENDA ITEM NO. 14.B

**APPROVAL OF AGREEMENT WITH UNITED SIKH MISSION TO
OPERATE A FOOD PANTRY LOCATED AT 5626 MISSION
BOULEVARD**

RECOMMENDATION

- 1) That the City Council approve the “License and Operating Agreement for Use of the City of Jurupa Valley facility at 5626 Mission Boulevard between City of Jurupa Valley and United Sikh Mission” and authorize the City Manager to execute the Agreement in substantially the form and format attached and as approved by the City Attorney.

BACKGROUND

On March 19, 2020, the Council directed Staff to meet with the County of Riverside and complete the process to acquire the building at 5626 Mission Boulevard from the County.

The facility is located at 5626 Mission Boulevard in Jurupa Valley, adjacent to retail storefronts, in the Rubidoux neighborhood of the City. The building was previously operated by the Riverside County Regional Park and Open-Space District (RivCo Parks). RivCo Parks staffed the facility and carried out the day-to-day operations, which included facilities management, membership fee collection and programming as a boxing club.

The building was constructed by the County before the City’s incorporation in 2011 with the intent to serve local residents. The County was interested in transferring the ownership of this property to the City at no cost. If the City did not assume ownership of the building, the County intended to close the facility and the property would have been added to the County’s inventory of property for sale.

On May 21, 2020, the Council approved the acquisition of the building from the County of Riverside and legally took possession on July 1, 2020. Although there was no purchase

cost to the City, the City is responsible for the ongoing costs associated with maintaining the facility.

Prior to the purchase of the building, the Covid-19 pandemic prompted the closure of the facility. Therefore, since the City took ownership, the building has remained vacant and the City has been responsible for all costs associated with the empty building.

ANALYSIS

As Covid-19 restrictions began to loosen in the Spring of 2021, the City Council directed staff to begin meeting with local non-profit organizations in an effort to determine what types of uses are most needed in the community. Staff met with several local non-profit and governmental organizations over the next few months including Jurupa Valley Unified School District, Jurupa Area Recreation and Parks District, Reach Out / Healthy Jurupa Valley, First Five Riverside, Riverside County Parks and Open Space District, Jurupa Mountains Discovery Center and the United Sikh Mission (USM). Staff also met with the Jurupa Valley Boxing Club, who remain interested in operating the facility as a boxing club.

During the discussions with local service providers a wide range of community needs and potential facility uses were presented. Potential uses included mental health services, afterschool care, child care, health and nutrition classes, literacy programs, community meeting room space, fitness center, homeless services, boxing gym, technology/computer access space, STEM type programming and a food bank/pantry.

On September 16, 2021, City Council directed staff to negotiate exclusively with the United Sikh Mission to operate a food distribution and pantry at 5625 Mission Blvd.

At the start of the global pandemic, members of the Sikh community from the Jurupa Valley Temple took immediate action to alleviate the need for food distribution to those in the community who were suffering economically. What started out as an operation serving approximately 175 meals daily outside of the temple grew into a significant project that provided as many as 40,000 meals per week. During those months, residents thanked and praised the efforts of the Sikh community, voicing their concerns about the need for a food pantry in the heart of the City of Jurupa Valley.

In recognition of the unmet need in the community and in the interest of developing a long-range plan to feed the hungry, the USM began to discuss the possibility of a permanent food bank for the residents of Jurupa Valley. According to the USM the City facility is an ideal location for a USM food bank because of its proximity to the Sikh Gurdwara temple, which has been a valued community organization since 1985.

The USM is a philanthropic charitable organization incorporated in Southern California and also in Punjab, India since 2005 for the purposes of Human and Environmental Welfare. In addition to food distribution, the United Sikh Mission have helped more than 200,000 people receive quality eye care services. The eye care service consists of more than 25,000 eye surgeries and 140,000 pairs of glasses. It is their desire to begin with a food

pantry and then possibly grow their services with eye care, medical services, clothing and youth services.

An article published by NPR entitled “Food Insecurity in the U.S. by the Numbers, written by Christianna Silva, provides a global context to the food insecurity needs being experienced locally:

Even before the pandemic hit, some 13.7 million households, or 10.5% of all U.S. households, experienced food insecurity at some point during 2019, according to the U.S. Department of Agriculture. That works out to more than 35 million Americans who were either unable to acquire enough food to meet their needs, or uncertain of where their next meal might come from, last year.

The coronavirus pandemic has only worsened the problem. According to researchers at Northwestern University, food insecurity more than doubled as a result of the economic crisis brought on by the outbreak, hitting as many as 23% of households.

In non-pandemic times, households with children were nearly 1.5 times more likely to experience food insecurity than households without children, according to the United States Drug Administration, which reported that 13.6% of households with children experienced food insecurity last year. More than 5 million children lived in these homes.

Then came the coronavirus. An analysis by the Brookings Institute, conducted earlier this summer found that in late June, 27.5% of households with children were food insecure — meaning some 13.9 million children lived in a household characterized by child food insecurity. A separate analysis by researchers Northwestern University found insecurity has more than tripled among households with children to 29.5%.

After speaking with staff, the USM drafted a proposal to operate a permanent food pantry and distribution center from the building at 5626 Mission Blvd. After receiving direction from the City Council to negotiate with the USM, City staff met with USM representatives several times over a period of three weeks and negotiated the attached agreement and Scope of Work for City Council consideration and approval.

The initial term of this Agreement will commence on October 21, 2021 and will end on October 20, 2026. The USM plans to serve at least 500 hot meals per month directly to those in need and also provide food through 10 additional food pantries who will pick up food for their own distributions centers each week. USM will provide quarterly updates to City Council and conduct monthly coordinating meetings with stakeholders, community members, City Staff.

USM shall not be obligated to pay any rent or fees to the City for the use of the property. The City gratefully acknowledges, recognizes and agrees that the Non-Profit will be providing community services to the City and the community through its use of the building and the value of such contributions, services and work greatly exceeds the fair market rental of the Center.

USM shall maintain, repair and replace, at its sole cost and expense, all portions of the property and its building systems in good condition in accordance with customary and reasonable commercial maintenance standards and in accordance with all applicable laws, health, fire and safety ordinances and laws, environmental regulations, American with Disabilities Act (ADA) and comparable California laws and regulations, and such further law, ordinances, rules and regulations as may be binding upon Non-Profit. The USM will pay all costs associated with operation of the facility such as, utilities, maintenance and insurance.

The USM anticipates constructing improvements to the building which may include a commercial kitchen with a walk-in refridgerator, freezer, stove/oven and microwaves at no cost to the City. Any improvements to the property must be approved by the City Manager prior to starting construction.

FINANCIAL IMPACT

There is no new revenue to the City as a result of this operating agreement. The current costs of ownership of the facility the City are approximately \$11,000 annually. As part of this agreement, USM will pay the costs of ownership, resulting in a savings to the City in the amount of approximately \$11,000.

ALTERNATIVES

1. Do not approve agreement.
2. Provide Staff with alternate direction.

Prepared by:


Amy Sells
Principal Management Analyst

Submitted by:


Rod B. Butler
City Manager

Reviewed by:


Mike Flad
Assistant City Manager

Reviewed by:


Connie Cardenas
Administrative Services Director

Reviewed by:



Peter M. Thorson
City Attorney

ATTACHMENT(S):

1. Proposed License and Operating Agreement with United Sikh Mission

**LICENSE AND OPERATING AGREEMENT FOR USE OF THE CITY OF
JURUPA VALLEY COMMUNITY CENTER LOCATED AT 5626
MISSION BOULEVARD BETWEEN CITY OF JURUPA VALLEY AND
UNITED SIKH MISSION**

THIS LICENSE AND OPERATING AGREEMENT ("Agreement") is made and entered into as of October 21, 2021 by and between the City of Jurupa Valley, a municipal corporation, and United Sikh Mission, Inc. a California nonprofit corporation ("Non-Profit"), sometimes collectively hereinafter referred to as the "Parties". In consideration of the mutual promises made herein, the Parties agree as follows:

1. RECITALS. The Parties agree that this Agreement is made for the following purposes of and based on the following facts:

A. The City is the owner of record for certain real property located at 5626 Mission Bl., Jurupa Valley, California ("Property").

B. The City owns the community center situated on the Property along with the furniture, fixtures and equipment located therein ("Center").

C. The furniture, fixtures and equipment located in the Center is listed on Exhibit A, Existing Furniture, Fixtures and Equipment.

D. The City has the capability and authority to operate, maintain and provide programs for the Center whether directly or through a contract with a qualified Non-Profit and where such programs and services are in the vital and best interest of the residents of the City and the community surrounding the Center.

E. Non-Profit provides a wide variety of public social service programs and services to the community and Non-Profit desires to provide such programs at the Center.

F. The City and Non-Profit desire to enter into a License and Operating Agreement and for the purpose of providing community service programs and other services in accordance with the terms and conditions of this Agreement.

2. NON-PROFIT'S USE OF THE CENTER. City hereby grants to Non-Profit and its agents, employees and contractors the exclusive right to enter onto and use the Property and the Center for the purpose of the providing community programs and services, more particularly described in Exhibit B, Scope of Work, and for no other purposes except as amended and approved by the City. It is expressly understood that this License does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real property interest in the Center to the Non-Profit.

3. TERM.

A. Initial Term. The Term of this Agreement will commence on October 21, 2021 and will end on October 20, 2026, subject to an option to extend as provided in Subsection 3.B and to early termination as provided in Subsection 3.C.

B. Options to Extend Term. Non-Profit has one option to extend the Term of the Agreement by an additional five (5) years, subject to written approval by the City Council, in its sole and absolute discretion. Non-Profit shall notify the City Manager in writing six months prior to the end of the initial term or an approved extension if it decides not to exercise the an option under this License Agreement.

C. Termination.

1) City's Right to Terminate.

a) City may terminate this Agreement for any reason, or no reason, in its sole and absolute discretion, by giving one hundred eighty (180) days written notice to Non-Profit.

b) If during the term of this Agreement, the Center is damaged, whether or not from a risk covered by insurance, and subject to the other provisions of this Agreement regarding termination, City shall have the option, but shall not be obligated to make the repairs necessary to restore the Center and all the improvements thereon, to a condition for occupancy or use comparable to the condition thereof before such damage occurred. However, City may determine in its sole discretion, that if it is not feasible to make the necessary repairs or restoration, City shall have the right to terminate this Agreement.

c) City may also terminate this Agreement pursuant to the provisions of Section 13, Default, of this Agreement.

d) Upon any such termination, Non-Profit must surrender the Center and all equipment and improvements constructed in the Center (other than trade fixtures or other removable fixtures owned by Non-Profit) to be left in good and clean condition and shall become the property of City or the City at no cost or expense to the City.

2) Non-Profit's Right to Terminate. Non-Profit may terminate this Agreement at any time and for any reason by giving written notice to City at least ninety (90) days prior to the effective date of such termination. Upon such termination, Non-Profit must surrender the Center and all improvements and Equipment in good and clean condition.

4. CONSIDERATION. Non-Profit shall not be obligated to pay any rent or fees to the City for the use of the Property and the Center during the term of this Agreement. City gratefully acknowledges, recognizes and agrees that the Non-Profit will be providing community services to the City and the community through its use of the Center and will be responsible for the maintenance of the Center. The value of such contributions, services and work greatly exceeds the fair market rental of the Center.

5. OBLIGATIONS OF NON-PROFIT.

A. Operations. Non-Profit shall be obligated to provide programs and services to the community described in Exhibit B, Scope of Work.

B. Maintenance, Repair and Replacement of Center. Non-Profit shall maintain, repair and replace, at its sole cost and expense, all portions of the Property and the Center and its building systems in good condition in accordance with customary and reasonable commercial maintenance standards and in accordance with all applicable laws, health, fire and safety ordinances and laws, environmental regulations, American with Disabilities Act (ADA) and comparable California laws and regulations, and such further law, ordinances, rules and regulations as may be binding upon Non-Profit. This obligation includes, without limitation, the following:

- 1) Maintain, repair and replace all plumbing, electrical, heating/ventilation/air conditioning systems (HVAC); floor coverings, window coverings; landscaping (including landscaping sprinklers); indoor and outdoor painting, windows, and roof systems.
- 2) Regular janitorial and cleaning services;
- 3) Security services.
- 4) Removal of graffiti within 24 hours of discover.
- 5) Utilities, including, but not limited to, electrical, telephone, cable TV/Internet, gas, sewer and water.
- 6) Trash collection.
- 7) Fire, burglary and security alarm systems.
- 8) Maintain, repair and replace parking lot and outdoor lighting and landscaping.

C. No Waste or Damage. Non-Profit shall not cause waste or damage to the improvements and natural resources thereon by its employees, contractors or agents, except reasonable wear and tear is acceptable.

D. City Approval of Improvements. Any alterations, improvements, or installation of fixtures to be undertaken by Non-Profit shall have the prior written approval of the City Manager after Non-Profit has submitted, in writing, a work plan for any such proposed alterations, improvements, or fixtures to City manager.

E. Restriction on Non-Profit's Use. Non-Profit shall strictly adhere to the following restrictions:

- 1) Non-Profit shall not place or dump garbage, trash or refuse anywhere upon or within the Property, except for self-contained trash receptacles that are maintained by the Non-Profit.

2) Non-Profit shall not commit or create, or knowingly suffer to be committed or created, any waste, hazardous condition and/or nuisance to occur upon the Property.

3) Non-Profit shall exercise reasonable diligence in the protection of the Center against damage or destruction by fire, vandalism, water or other cause.

4) Upon the expiration or termination of this Agreement, but prior to its relinquishment to City, Non-Profit shall, at its own cost and expense, remove any debris generated by its use and the Center shall be returned in a clean and neat condition.

5) Non-Profit shall not damage Center in the process of performing the permitted use and activities and, if damaged, repair and replace any portion of the Center or furniture, fixtures or equipment so damaged.

F. City Inspection. City and its representatives, employees, agents or independent contractors may enter and inspect the Center or any portion thereof or any improvements thereon at any reasonable time to verify Non-Profit's compliance with the terms and conditions of this Agreement.

6. CONTRACTING WITH THIRD PARTIES. Non-Profit may enter into agreements with qualified third parties for the purpose of providing any of the services or programs in connection with the uses permitted to be performed on the Center as described in Section 4 with prior consent from the City Manager and/or designee. All such agreements shall contain provisions necessary to protect the City, its officers, employees, successors, and assigns from any liability arising out of the provision of services, including but not limited to, indemnification and insurance provisions set forth in this Agreement. The term of any permit, contact, or other agreement entered into by Non-Profit affecting or related to the Center shall not exceed the term of this Agreement.

7. TAXES AND ASSESSMENTS. During the term of this Agreement Non-Profit shall pay, or cause to be paid, any and all applicable real and personal property taxes, general and special assessments and other charges of every description as may be levied on or assessed against the Center, improvements to the Center, or personal property owned by Non-Profit located on or in the Center by reason of Non-Profit's operation of the Property. Non-Profit acknowledges that it may be subject to a possessory interest tax in accordance with the California Revenue and Taxation Code.

8. COMPLIANCE WITH LAWS AND REGULATIONS; NONDISCRIMINATION.

A. Non-Profit shall, at its sole cost and expense, obtain any and all necessary permits and shall fully comply with all applicable ordinances, state and federal laws associated with the provision of the public programs and services. Non-Profit further agrees to use the Center in material compliance with all laws now in force or which may hereafter be in force relative to its use as outlined in Section 6 above, including without limitation compliance with all federal, state, and local statutes and regulations, as well as all covenants, conditions, and restrictions contained in this Agreement.

B. Non-Profit shall not discriminate, in any way, against any person on the basis of sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status in connection with or related to the performance of this Agreement.

9. INDEMNIFICATION. To the maximum extent permitted by law, Non-Profit shall indemnify and hold harmless the City, its directors, officers, employees, appointed or elected officials, agent or representatives from any liability whatsoever, to the extent based or asserted upon acts, omissions or any services of Non-Profit, its officers, employees, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Non-Profit, its officers, agents, employees, agents or representatives from this Agreement. Non-Profit shall defend, at its sole expense, all costs and fees including, but not limited, to attorney' fees, cost of investigation, defense and settlements or awards, the City, its directors, officers, employees, appointed officials, agents or representatives in any claim or action to the extent based upon such alleged acts or omissions.

A. With respect to any action or claim subject to indemnification herein by Non-Profit. Non-Profit shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without compromise in no manner whatsoever limits or circumscribes Non-Profit indemnification to City as set forth herein, provided, however, that any settlement requiring improvements to the property or maintenance obligations beyond the term of this Agreement, shall require the approval of the City.

B. Non-Profit's obligation hereunder shall be satisfied when Non-Profit has provided to City the appropriate form of dismissal relieving City from any liability for the action or claim involved.

C. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Non-Profit's obligation to indemnify and hold harmless the City herein from third party claims.

D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve Non-Profit from indemnifying the City to the fullest extent allowed by law.

10. INSURANCE. Without limiting or diminishing Non-Profit's obligation to the indemnify or hold the City and City harmless, Non-Profit shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Non-Profit, its agents, representatives, or employees.

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

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

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

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

4) Professional liability insurance shall be written on a policy form providing professional liability for the Non-Profit's profession.

B. Minimum Limits of Insurance. Non-Profit shall maintain limits no less than:

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

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

3) 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.

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

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

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

1) The City, its 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 Non-Profit; products and completed operations of the Non-Profit; premises owned, occupied or used by the Non-Profit; or automobiles owned, leased, hired or borrowed by the Non-Profit. 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 Non-Profit'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 Non-Profit'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 Non-Profit'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 Non-Profit 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, Non-Profit shall notify City of such action or proposed action.

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

F. Verification of Coverage. Non-Profit 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 Non-Profit's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

G. 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.

11. ENVIRONMENTAL PROTECTION. Non-Profit shall not discharge, dispose of, or permit to escape, any drainage water, non-point source runoff, raw sewage, fuel, or waste of any kind, within or outside the Center or the Property that could result in destruction of habitat or the contamination or pollution of said Center or Property. Non-Profit shall at all times comply with all applicable federal, state, and local laws, orders, and regulations, as may be amended with respect to the proper discharge of refuse, garbage, sewage effluent, wastes, storm water runoff, and any and all other pollutants, including soil sediments, and shall cause its employees, agents and other persons or entities under its control to comply fully with such laws, orders, and regulations.

12. HAZARDOUS MATERIALS. Non-Profit shall not use or allow anyone else to use the Property or the Center to generate, manufacture, refine, transport, treat, store, handle, recycle, release, or dispose of any hazardous material, other than as reasonably necessary for the operation of its operations and activities as contemplated under this Agreement. The term "hazardous material" means any hazardous substance, material, or waste including, but not limited to, those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists, or petroleum products and their derivatives. However, this shall not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles whose operation on the premises is contemplated by this Agreement. Non-Profit shall immediately notify City in writing in the event of any release of hazardous material, violation of any environmental law, or actions brought by third parties against Non-Profit alleging environmental damage. Non-Profit shall indemnify and hold City harmless from any and all damages of any nature (including payment of attorneys' fees) related to or arising out of the discharge or release of hazardous materials caused by Non-Profit or any person or entity under its control.

13. DEFAULT.

A. Non-Profit shall be deemed in default of this Agreement if Non-Profit uses the Center for any purpose other than that authorized in the Agreement, fails to maintain the Center or the improvements in the manner provided for in the Agreement, fails to comply with or perform any other covenant, condition, provision or restriction provided for in the Agreement, abandons the Property, allows the Center to be attached, levied upon, or seized under legal process, or if Non-Profit files or commits an act of bankruptcy, has a receiver or liquidator appointed to take possession of the Property, or commits or permits waste on the Property.

B. Non-Profit shall cure any defaults within thirty (30) days of receipt of a written notice by the City to remedy any and all defaults. In the event that any default is of such a nature that the same cannot reasonably be cured within the thirty (30) day period described above, then the cure period shall be extended by such further reasonable period (not to exceed an additional 90 days) so long as Non-Profit commences the cure within the thirty (30) day period described above and thereafter diligently prosecutes the cure to completion. In the event that Non-Profit's fails to cure the noticed default, City shall have the right to terminate this Agreement and retake possession of the Center together with all additions, alterations, and improvements thereto by providing Non-Profit thirty (30) days' notice of its intent to terminate. City shall also retain all rights to seek any and all remedies at law or in equity available in the event Non-Profit is in default. Upon the giving of notice of termination, all Non-Profit's rights in the Center and improvements shall terminate. Promptly after notice of termination, Non-Profit shall surrender and vacate the Center and all improvements in good and clean condition.

14. USE OF CITY NAME. Non Profit may not use of the City name, logo, or other identifying marks for events, exhibits and other uses without the prior written approval of the City Manager.

15. GENERAL

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 Ave.
Jurupa Valley, CA 92509
Attention: City Manager

To Non-Profit: United Sikh Mission

B. Exhibits. The following Exhibits are attached to this Agreement and incorporated herein as though set forth in full:

- 1) Exhibit A Existing Furniture, Fixtures and Equipment.
- 2) Exhibit B Scope of Work.

C. Assignment. Non-Profit shall not assign the rights and obligations of this Agreement without the prior written consent of the City Council. Such consent shall be in the sole and absolute discretion of the City Council.

D. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other party, shall not constitute a waiver of such Party's rights to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

E. Opportunity to Inspect Center; Acceptance As-is. Prior to entering into this Agreement, Non-Profit represents and acknowledges that it has had a full and complete opportunity to inspect the Center and its furniture, fixtures and equipment and to determine the condition of the Center's building systems with professionals of its choice. Therefore, based solely on the reports of its professional inspectors, the Non-Profit enters into this Agreement and accepts the condition of the Center in is "as-is condition."

F. Governing Law; Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of California. The City and Non-Profit agree that the Agreement has been entered into in Riverside County, California, and that if any action or proceeding is commenced to enforce or interpret this Agreement, venue shall be filed in the Superior Court for the State of California, in Riverside County, California.

G. Prohibited Interest. No City Council member, officer, or employee of the City of Jurupa Valley who has participated in the development or of this Agreement or its administration shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Non-Profit, or Non-Profit's sub-contractors, during his/her tenure or for one year thereafter. The Non-Profit 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 Non-Profit or Non-Profit's sub-Non-Profits on this project. Non-Profit 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.

H. Interpretation. The Parties hereto have negotiated this Agreement at arms-length and have been advised by their respective attorneys, or if not represented by an attorney, represent that they had an opportunity to be so represented and no provision contained herein shall be construed against City solely because it prepared this Agreement in its executed form.

I. Amendment. This Agreement shall not be modified or amended without the written consent of both Non-Profit and the City incorporated in a written amendment to the Agreement.

J. Binding On Successors. The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives, and assigns of all the parties hereto.

K. Authority To Execute. The persons executing this Agreement or exhibits attached hereto on behalf of the Parties to this Agreement hereby warrant and represent that they have the authority to bind the respective Parties to this Agreement to the performance of its obligations herein.

L. Entire Agreement. This Agreement and those documents incorporated herein by reference or attached: (i) constitutes the entire Agreement, supersedes all other prior Agreements and understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter of this Agreement; (ii)

M. No Party Beneficiaries. This Agreement is not intended to confer upon any person other than the Parties to this Agreement any rights or remedies under this Agreement.

Signature Provisions on Following Page

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

CITY OF JURUPA VALLEY

Rod B. Butler
City Manager

ATTEST:

Victoria Wasko, CMC
City Clerk

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

**NON-PROFIT
UNITED SIKH MISSION, INC., a California
non-profit corporation**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[NOTE: The Non-Profit 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.]

EXHIBIT A
FIXTURES, FURNITURE AND EQUIPMENT

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EXHIBIT B
SCOPE OF WORK

United Sikh Mission Activities	City of Jurupa Valley Contract Deliverables
Monthly USM Convening	Facilitate a monthly USM meeting to unite volunteers, city staff and community members to reflect on past drives and prepare for future ones.
Action Team Meetings:	Facilitate 12 Action Team meetings to support the USM's mission by completing the following objectives outlined below:
Distribution	<p>USM will provide food directly to those in need. 500 hot meals will be provided. We estimate providing at least 500 meals per month and focus directed to Jurupa Valley residents.</p> <p>Start date will be the week of Christmas 2021.</p> <p>Our plans are to expand as we grow in volunteers and material. We anticipate 10 additional pantries picking up food weekly to distribute food as well.</p>
Fundraising	USM plans to have multiple channels in which people will be able to donate/support the food drive. We plan to set up a tab linked on our website of options for people who wish to see how the donations made will be used in providing food to those in need.
Outreach	Outreach will be done throughout 2022 and 2023 using flyers, public service announcements, and networking with local community leaders. Fundraising events will be held periodically to raise funds as well.
Partnerships	Will work with non-profits such as Path of life to assist in needed food service and distribution
Updates	Quarterly Updates will be given to the City Council.

City of Jurupa Valley

STAFF REPORT

DATE: OCTOBER 21, 2021
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROD BUTLER, CITY MANAGER
BY: PAUL TOOR, DIRECTOR OF PUBLIC WORKS
SUBJECT: AGENDA ITEM NO. 14.C

APPROVAL OF PARCEL MAP NO. 37679 LOCATED ON THE NORTHWEST CORNER OF CANTU GALLEANO RANCH ROAD AND PIER ENTERPRISES WAY INCLUDING ACCEPTANCE OF OFFERS OF DEDICATION, ACCEPTANCE OF IMPROVEMENT FINANCIAL SECURITIES AND AGREEMENT (WESTATES HOLDINGS, LLC AND DC FUEL, INC.)

RECOMMENDATION

It is recommended that the City Council:

1. Approve Tract Map 37679 and accept the dedications as follows:
 - a. Accept the offer of dedication of easement for ingress, egress, and emergency vehicle access over Parcels 1 and 2 inclusive as shown on Parcel Map 37679.
2. Authorize the Mayor and City Clerk to sign Parcel Map 37679; and
3. Approve and authorize the City Engineer and City Clerk to execute the Subdivision Improvements Agreement; and
4. Accept the financial securities for construction of related off-site improvements.

BACKGROUND

On June 18, 2020 City Council conditionally approved Tentative Tract Map No. 37679 as part of Resolution 2020-33. Tentative Tract Map No. 37679 proposed to subdivide one lot into two parcels, one for industrial use and one for commercial use. The site is approximately 9.64 acres and it is located on the northwest corner of Cantu Galleano Ranch Road and Pier Enterprise Way.

The public infrastructure improvements associated with the approval of Parcel Map No. 37679 include, but are not limited to, Cantu-Galleano Ranch Road parkway improvements, traffic signal timing, and water and sanitary sewer system improvements.

The applicant, DC Fuel, Inc., is working towards the completion and satisfaction of the Conditions of Approval set forth in Resolution 2020-33. The applicant has provided financial securities, in the form of cash deposit and surety bonds, to the amount of 120% the estimated cost of the required public improvements: streetlight installation and parkway landscape. The applicant is currently processing the annexation to the JV 89-1-C Lighting and Landscape Maintenance District for the future operation and maintenance of the landscape within the public right-of-way. The applicant has placed the monuments related to the proposed subdivision, no additional financial security is required for the monumentation. The applicant is also in the process of providing the covenants, conditions, and restrictions (CC&Rs) applicable for review and approval of the City Attorney.

Non-interference letters from Southern California Edison and Riverside County Flood Control and Water Conservation District were received.

Staff has reviewed Parcel Map No. 37679 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 Parcel Map, Subdivision Agreements, and accepts offers of dedication and the financial securities related to the subdivision.

ANALYSIS

Pier Enterprises Way is an existing private road and will remain privately owned and maintained. The acceptance of the emergency vehicle access easement will provide access to first responders to both parcels via the private road. The Developer is responsible for the improvement and maintenance of this easement.

Pursuant to the Conditions of Approval, the applicant is relinquishing access rights for both parcels abutting Cantu-Galleano Ranch Road. Owners of the parcels will have no rights of access except the general easement of travel.

The applicant is working on satisfying conditions of approval outlined on Resolution 2020-33 as required prior to parcel map recordation. The applicant is preparing technical drawings for the parkway improvements, and will be annexing into the City's Landscape and Lighting Maintenance District.

Pursuant to the provisions of the Subdivision Map Act and the City Municipal Code Title 7, Parcel 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 Parcel Map if it was previously approved a Tentative Parcel map for the proposed

subdivision and if it finds that the Parcel Map is in substantial compliance with the previously approved Tentative Parcel map. Staff recommends that the City Council approve Parcel Map No. 37679 and accept the offers of dedication, relinquishment of access rights, the subdivision agreements, and financial securities.

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:



Paul 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 Parcel Map No. 37679
2. Exhibit #2 Subdivision Agreement
3. Exhibit #3 Financial Security for Improvements.

Exhibit #1
Parcel Map No. 37679

NUMBERED PARCELS = 2
GROSS & NET AREA = 9.64 ACRES

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

PARCEL MAP NO. 37679

BEING A SUBDIVISION OF A PORTION OF PARCEL 4 OF PARCEL MAP NO. 29537, AS SHOWN BY MAP ON FILE
IN BOOK 215, PAGES 66 THROUGH 69, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA,
AS DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 6986, RECORDED JULY 5, 2011 AS DOCUMENT 2011-0294262 O.R.
LYING WITHIN SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.M.

SHEET 1 OF 5 SHEETS

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____
AT _____ IN BOOK _____ OF PARCELS
MAPS, AT PAGES _____, AT THE
REQUEST OF THE CITY CLERK OF THE CITY OF
JURUPA VALLEY

FEE _____ NO. _____
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER
BY: _____ DEPUTY
SUBDIVISION GUARANTEE BY:
CHICAGO TITLE COMPANY

OWNER'S STATEMENT

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

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS, AND ASSIGNS, THE RECIPROCAL ACCESS EASEMENT FOR INGRESS, EGRESS AND
EMERGENCY ACCESS AS SHOWN HEREON, FOR THE BENEFIT OF PARCEL 1.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS, AND ASSIGNS, THE RECIPROCAL ACCESS EASEMENT FOR INGRESS, EGRESS AND
EMERGENCY ACCESS AS SHOWN HEREON, FOR THE BENEFIT OF PARCEL 2.

WE HEREBY DEDICATE TO THE CITY OF JURUPA VALLEY AN ACCESS EASEMENT SHOWN HEREON, FOR INGRESS, EGRESS AND
EMERGENCY VEHICLE ACCESS.

WESTATES HOLDINGS L.L.C., A DELAWARE LIMITED LIABILITY COMPANY
SAM CHEBOR, TRUSTEE OF THE CHEBOR FAMILY TRUST, DATED JANUARY 14, 2010

BENEFICIARY

WELLS FARGO BANK, NATIONAL ASSOCIATION, BENEFICIARY UNDER DEEDS OF TRUST RECORDED APRIL 14, 2017 AS INSTRUMENT NO.
2017-0151085 OF OFFICIAL RECORDS AND APRIL 14, 2017 AS INSTRUMENT NO. 2017-0151086 OF OFFICIAL RECORDS.

BY: _____ TITLE _____

NOTARY ACKNOWLEDGMENT:

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

STATE OF _____
COUNTY OF _____
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/HEY 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 _____ MY PRINCIPAL PLACE OF BUSINESS IS _____
IN _____ COUNTY
NAME PRINTED _____ MY COMMISSION NUMBER IS _____

NOTARY ACKNOWLEDGMENT:

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

STATE OF _____
COUNTY OF _____
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/HEY 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 _____ MY PRINCIPAL PLACE OF BUSINESS IS _____
IN _____ COUNTY
NAME PRINTED _____ MY COMMISSION EXPIRES _____
MY COMMISSION NUMBER IS _____

HILLWIG-GOODROW, INC. OCTOBER 2020

TAX COLLECTOR'S STATEMENT

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 LIEN BUT NOT YET PAYABLE,
WHICH ARE ESTIMATED TO BE \$ _____.

DATE: _____, 20____

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____ DEPUTY

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 THE BOARD OF SUPERVISORS.

DATE: _____, 20____

CASH OR SURETY TAX BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____ DEPUTY

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA, SIGNATURES
OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED SINCE THEIR INTEREST CANNOT
OPEN INTO A FEE:

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF EASEMENTS FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES,
RECORDED FEBRUARY 23, 1911 IN BOOK 326, PAGE 197 OF DEEDS; JULY 11, 2012 AS INSTRUMENT NO. 2012-0322252
O.R.; AND APRIL 13, 2016 AS INSTRUMENT NO. 2016-0144630 O.R.

JURUPA COMMUNITY SERVICES DISTRICT, HOLDERS OF A JOINT DRIVE DRIVEWAY EASEMENT RECORDED FEBRUARY 4, 2011 AS
DOCUMENT NO. 2011-0056308 O.R.

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT, HOLDERS OF A STORM DRAIN EASEMENT DEDICATED AND SHOWN ON PARCEL
MAP NO. 29537; PAR 215/66-69 (OUTCLAIMED TO RIVERSIDE COUNTY FLOOD CONTROL DISTRICT PER DEED RECORDED
JANUARY 22, 2009 AS DOCUMENT NO. 2009-0031272 O.R.); HOLDERS OF AN ACCESS EASEMENT RECORDED JANUARY 22,
2009 AS DOCUMENT NO. 2009-0031273 O.R.; AND HOLDERS OF A STORM DRAIN EASEMENT RECORDED JANUARY 18, 2011
AS DOCUMENT NO. 2011-0028772 O.R.

CITY SURVEYOR'S STATEMENT:

I, MICHAEL D. MYERS, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION SHOWN HEREON IS
SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE PARCEL MAP ANY 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.

DATED: _____

MICHAEL D. MYERS, RCE 46281
CITY ENGINEER

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

DATED: _____

MICHAEL D. MYERS, RCE 30703
CITY SURVEYOR

CITY COUNCIL'S STATEMENT:

THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES THE PARCEL
MAP.

WE HEREBY ACCEPT THE DEDICATION FOR AN ACCESS EASEMENT SHOWN HEREON, FOR INGRESS, EGRESS AND EMERGENCY VEHICLE
ACCESS.

DATED: _____ ATTEST:
CITY OF JURUPA VALLEY, STATE OF CALIFORNIA CITY CLERK

BY: _____ BY: _____
LORENA BARAKAS, MAYOR VICTORIA WASKO, CITY CLERK

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE
REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WESTATES HOLDINGS, LLC. ON OCTOBER
1, 2020. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THAT
THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THIS MAP AND THAT SAID MONUMENTS
ARE/WILL BE SET SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY
CONFORMS TO THE APPROVED TENTATIVE MAP.

DATE: _____
ALAN C. HILLWIG
P.L.S. 5137



SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.M.

BEING A SUBDIVISION OF A PORTION OF PARCEL 4 OF PARCEL MAP NO. 29537, AS SHOWN BY MAP ON FILE
IN BOOK 215, PAGES 66 THROUGH 69, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA,
AS DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 6986, RECORDED JULY 5, 2011 AS DOCUMENT 2011-0294262 O.R.
LYING WITHIN SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.M.

SE 1/4 SEC. 7
T 28, R 3W S.B.M.

CERTIFICATE OF COMPLIANCE NO. 6986

REC. 7-5-2011 DOC #2011-0294262

PARCEL 2
314,538 S.F., OR 7.22 ACRES
NET & GROSS

PARCEL 1
105,352 S.F., OR 2.42 ACRES
NET & GROSS

RIGHT-OF-WAY CANTU-GALLEANO RANCH ROAD, DEDICATED PER R1, AND SHOWN ON D4, D5, AND D6, ACCEPTED AS RIGHT-OF-WAY.

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 CNPP, EWPP, AND MLFP, NAD 83 (NPRS 2011) EPOCH 2017.50 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 0.999992354. CALCULATIONS ARE MADE AT POINT #5 WITH COORDINATES OF N-2311311.876, E: 6168788.166, USING AN ELEVATION OF 737.73.

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCGS3, ZONE 6, BASED LOCALLY ON CONTROL STATIONS CNPP, EWPP, AND MLFP NAD 83 (NRSR 2011) EPOCH 2017.50 AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GROUND DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A CORRECTION FACTOR OF 0.999999999. CALCULATIONS ARE MADE AT POINT #5 WITH COORDINATES OF N-2310131.876, E= 6168788.166, USING AN ELEVATION OF 737.73.

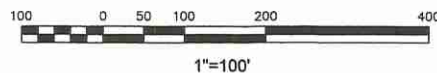
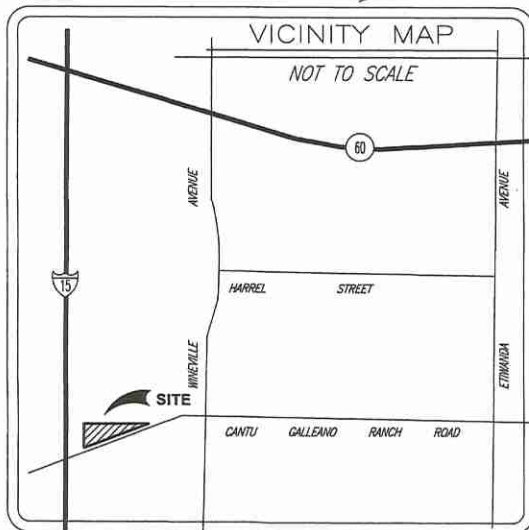
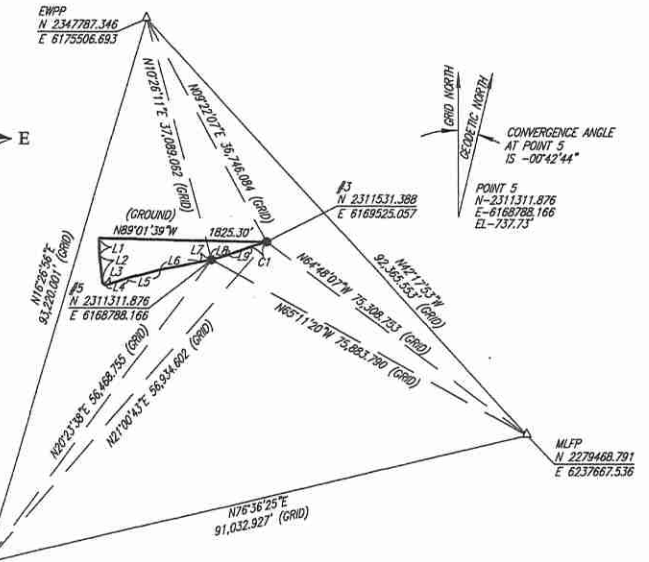
01 INDICATES RECORD DATA PER PARCEL MAP NO. 29537, PMB 215/66-69
 01 INDICATES RECORD DATA PER CERTIFICATE OF COMPLIANCE NO. 6986, RECORDED JULY 5, 2011
 AS DOC. NO. 2011-0294262
 02 INDICATES RECORD DATA PER CERTIFICATE OF CORRECTION RECORDED MARCH 11, 2010 AS
 DOCUMENT NO. 2010-0113640
 03 INDICATES RECORD DATA PER DEED RECORDED FEBRUARY 4, 2011 AS DOCUMENT NO.
 2011-0056397 O.R.
 04 INDICATES RECORD DATA PER DOCUMENT RECORDED JUNE 28, 2004 AS DOCUMENT NO.
 2004-0497439 O.R.
 05 INDICATES RECORD DATA PER DOCUMENT RECORDED JANUARY 23, 2006 AS DOCUMENT NO.
 2006-0050581 O.R.
 06 INDICATES RECORD DATA PER DOCUMENT RECORDED JANUARY 23, 2006 AS DOCUMENT NO.
 2006-0050582 O.R.
 ● INDICATES MONUMENT FOUND AS NOTED
 ○ INDICATES SET 1" IRON PIPE & TAG, PLS 5137, FLUSH, UNLESS OTHERWISE NOTED
 ALL MONUMENTS SHOWN AS "SET" ARE SET PER RIVERSIDE COUNTY ORDINANCE 461.10. (IF
 APPLICABLE) AND IN ACCORDANCE FOR THIS WITH THE TERMS OF THE MONUMENT AGREEMENT
 FOR THIS MAP
☐ INDICATES SET LEAD & TAG, PLS 5137, FLUSH IN CONCRETE SURFACE 11 N002°13'31"

C.C.R.'S PER INST. NO. _____ REC _____-____-20____, O.R. _____

SHEET 2: BOUNDARY RESOLUTION, VICINITY MAP, GPS DETAIL
SHEET 3: EASEMENT LOCATIONS
SHEET 4: EASEMENT DETAILS
SHEET 5: EASEMENT DETAILS

L1	N00°21'31"W 187.54' (GROUND)
L2	N06°02'47"W 305.41' (GROUND)
L3	N55°49'44"W 44.58' (GROUND)
L4	N71°41'10"E 247.12' (GROUND)
L5	N74°47'56"E 367.83' (GROUND)
L6	N77°55'07"E 438.06' (GROUND)
L7	N79°50'42"E 134.90' (GROUND)
L8	N72°12'20"E 196.92' (GROUND)
L9	N70°41'45"E 255.36' (GROUND)
C1	L=182.98' (182.99' R1) R=1707.43' (1707.43' R1) A=570°26' (570°26' R1)

CNPP
N 2258382.626
E 6149110.394



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

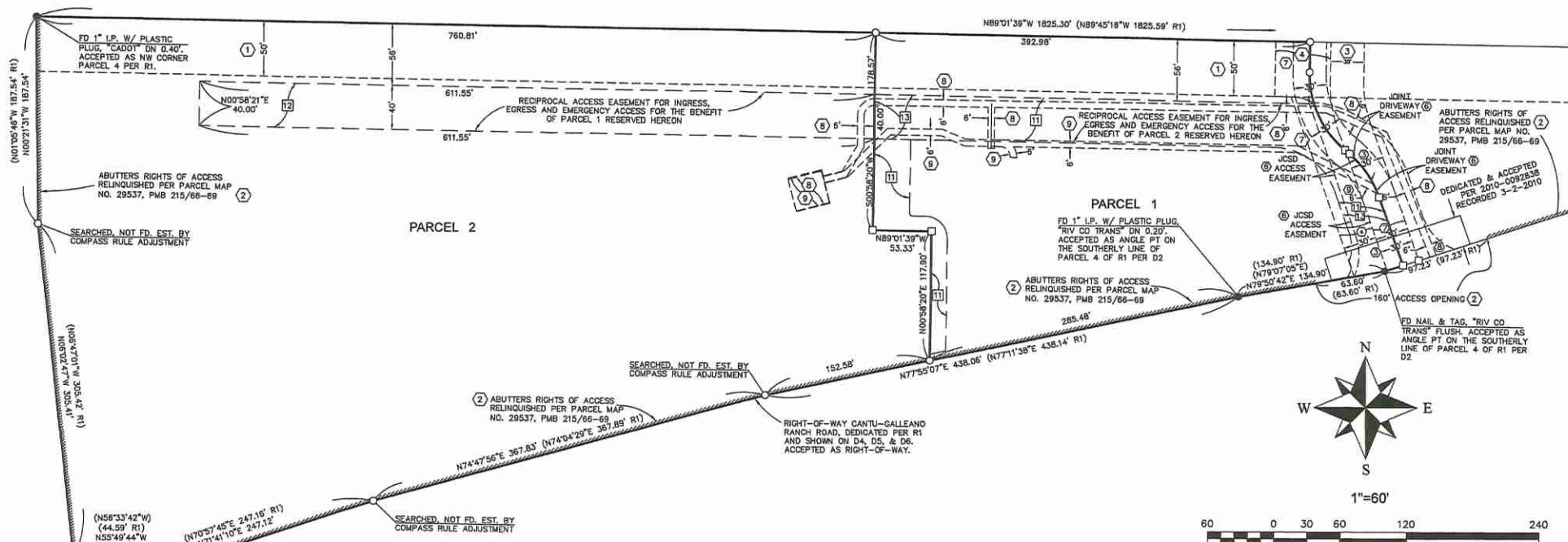
SHEET 3 OF 5 SHEETS

PARCEL MAP NO. 37679

BEING A SUBDIVISION OF A PORTION OF PARCEL 4 OF PARCEL MAP NO. 29537, AS SHOWN BY MAP ON FILE IN BOOK 215, PAGES 66 THROUGH 69, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 6986, RECORDED JULY 5, 2011 AS DOCUMENT 2011-0294262 O.R. LYING WITHIN SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.M.

HILLWIG-GOODROW, INC. OCTOBER 2020

SEE SHEET 2 FOR MONUMENT & ESTABLISHMENT NOTES, SURVEYOR'S NOTES, MAP REFERENCES, AND BASIS OF BEARINGS



EASEMENT NOTES

- (1) EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES, RECORDED FEBRUARY 23, 1911 IN BOOK 328, PAGE 197 OF DEEDS.
 - (2) ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM CANTU-GALLEANO RANCH ROAD HAVE BEEN DEDICATED OR RELINQUISHED PER PARCEL MAP NO. 29537, MB 215/66-69, WITH EXCEPTION TO (ONE) ONE-HUNDRED SIXTY FOOT ACCESS OPENING.
 - (3) EASEMENT IN FAVOR OF RIVERSIDE COUNTY FLOOD CONTROL DISTRICT FOR STORM DRAIN PURPOSES AS DELINEATED ON PARCEL MAP NO. 29537, FILED IN BOOK 215, PAGES 66 THROUGH 69 INCLUSIVE OF PARCEL MAPS AND QUITCLAIM DEED RECORDED JANUARY 22, 2009 AS DOCUMENT 2009-0031272 O.R.
 - (4) ACCESS EASEMENT IN FAVOR OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER DOCUMENT RECORDED JANUARY 22, 2009 AS INSTRUMENT NO 2009-0031273 OF OFFICIAL RECORDS.
 - (5) INTENTIONALLY REMOVED.
 - (6) JOINT DRIVEWAY EASEMENT WITH JURUPA COMMUNITY SERVICES DISTRICT, PER DOCUMENT RECORDED FEBRUARY 04, 2011 AS INSTRUMENT NO. 2011-0056398 OF OFFICIAL RECORDS.
- SEE SHEET 4 FOR ADDITIONAL INFORMATION.
- (7) STORM DRAIN EASEMENT IN FAVOR OF RIVERSIDE COUNTY FLOOD CONTROL DISTRICT FOR FLOOD CONTROL AND DRAINAGE, INCLUDING INGRESS AND EGRESS, PER DOCUMENT RECORDED JANUARY 19, 2011 AS INSTRUMENT NO. 2011-0028772 OF OFFICIAL RECORDS.
- SEE SHEET 5 FOR ADDITIONAL INFORMATION.

- (8) EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS, PER DOCUMENT RECORDED JULY 11, 2012 AS INSTRUMENT NO 2012-0322252 OF OFFICIAL RECORDS.
- SEE SHEET 5 FOR ADDITIONAL INFORMATION.
- (9) EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS, PER DOCUMENT RECORDED APRIL 13, 2016 AS INSTRUMENT NO 2016-0144630 OF OFFICIAL RECORDS.
- SEE SHEET 5 FOR ADDITIONAL INFORMATION.
10. COOPERATIVE AGREEMENT FOR STORM DRAIN FACILITIES BETWEEN RIVERSIDE COUNTY FLOOD CONTROL, THE CITY OF JURUPA VALLEY, JURUPA COMMUNITY SERVICES DISTRICT, AND WESTATES HOLDINGS, L.L.C., PER DOCUMENT RECORDED DECEMBER 8, 2011 AS INSTRUMENT NO. 2011-0542982 O.R. NOTHING PLOTTED HEREON.
 - (11) RECIPROCAL ACCESS EASEMENT FOR INGRESS, EGRESS AND EMERGENCY ACCESS, AS RESERVED HEREON, FOR THE BENEFIT OF PARCEL 2, OURSELVES, OUR SUCCESSORS AND ASSIGNEES.
- SEE SHEET 5 FOR ADDITIONAL INFORMATION
- (12) RECIPROCAL ACCESS EASEMENT FOR INGRESS, EGRESS AND EMERGENCY ACCESS, AS RESERVED HEREON, FOR THE BENEFIT OF PARCEL 1, OURSELVES, OUR SUCCESSORS AND ASSIGNEES.
- SEE SHEET 5 FOR ADDITIONAL INFORMATION
- (13) AN ACCESS EASEMENT DEDICATED HEREON FOR INGRESS, EGRESS AND EMERGENCY VEHICLE ACCESS.
- SEE SHEET 5 FOR ADDITIONAL INFORMATION

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

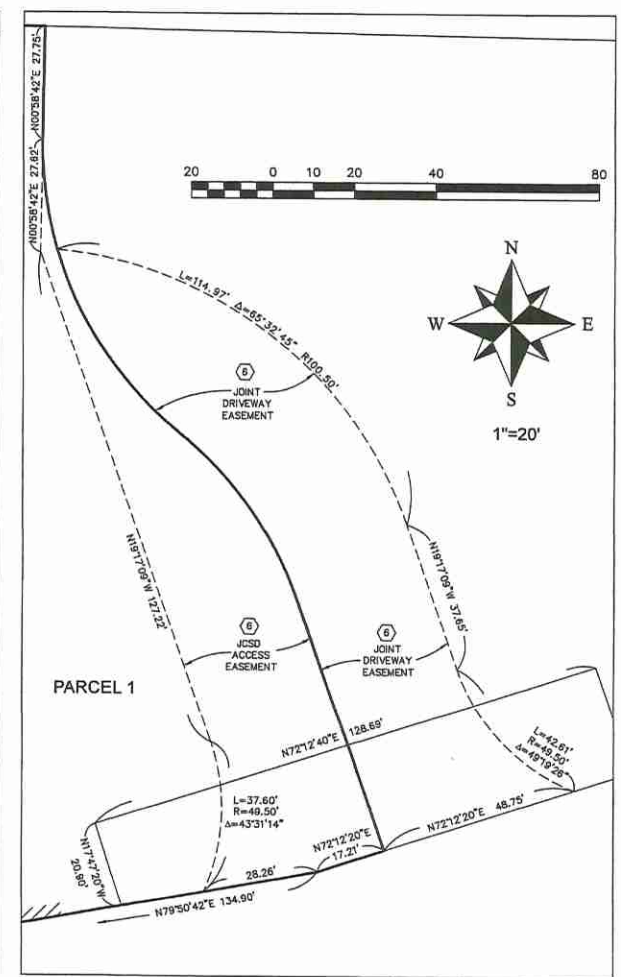
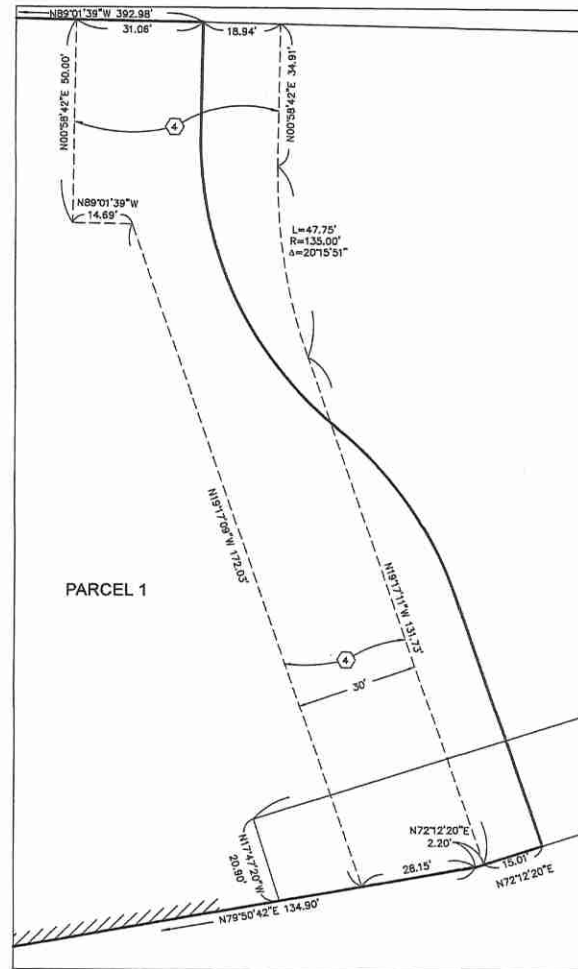
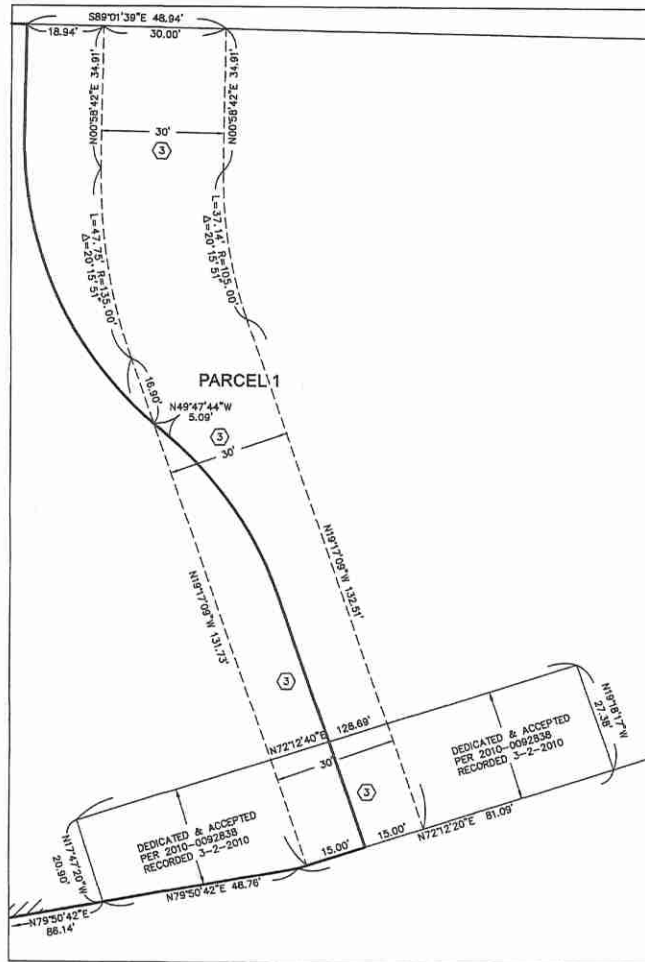
SHEET 4 OF 5 SHEETS

PARCEL MAP NO. 37679

BEING A SUBDIVISION OF A PORTION OF PARCEL 4 OF PARCEL MAP NO. 29537, AS SHOWN BY MAP ON FILE IN BOOK 215, PAGES 66 THROUGH 69, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 6986, RECORDED JULY 5, 2011 AS DOCUMENT 2011-0294262 O.R. LYING WITHIN SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.M.

SEE SHEET 2 FOR MONUMENT & ESTABLISHMENT NOTES, SURVEYOR'S NOTES, MAP REFERENCES, AND BASIS OF BEARINGS

HILLWIG-GOODROW, INC. OCTOBER 2020



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

SHEET 5 OF 5 SHEETS

PARCEL MAP NO. 37679

BEING A SUBDIVISION OF A PORTION OF PARCEL 4 OF PARCEL MAP NO. 29537, AS SHOWN BY MAP ON FILE
IN BOOK 215, PAGES 66 THROUGH 69, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA,
AS DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 6986, RECORDED JULY 5, 2011 AS DOCUMENT 2011-0294262 O.R.
LYING WITHIN SECTION 18, TOWNSHIP 2 SOUTH, RANGE 6 WEST, S.B.M.

SEE SHEET 2 FOR MONUMENT & ESTABLISHMENT
NOTES, SURVEYOR'S NOTES, MAP REFERENCES,
AND BASIS OF BEARINGS

HILLWIG-GOODROW, INC. OCTOBER 2020

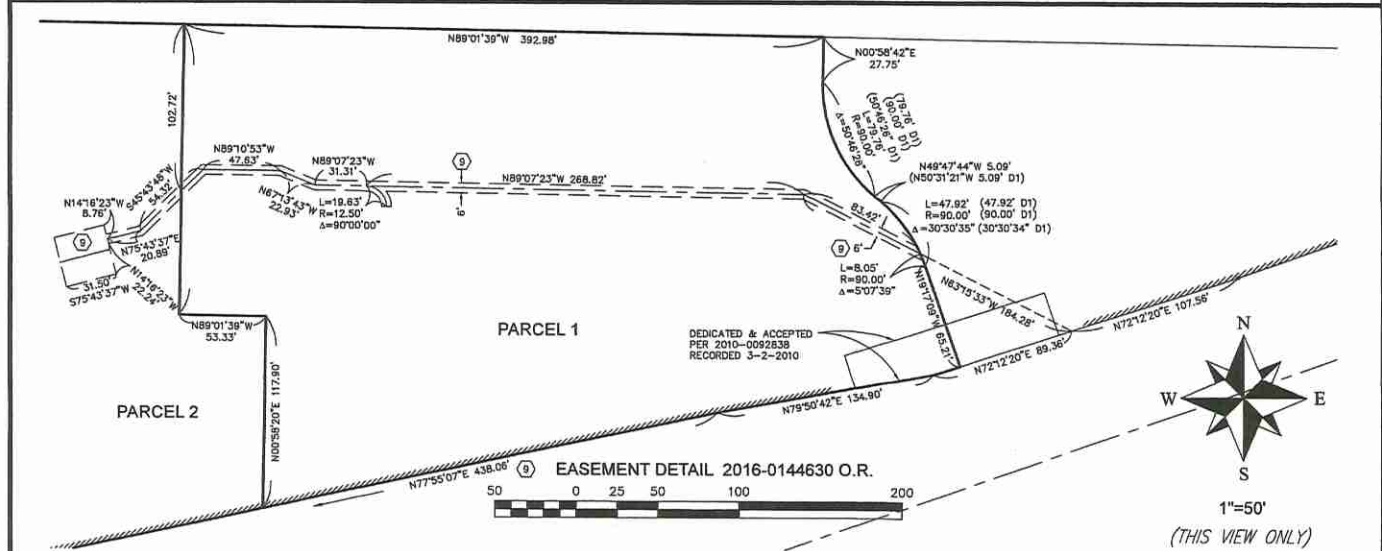
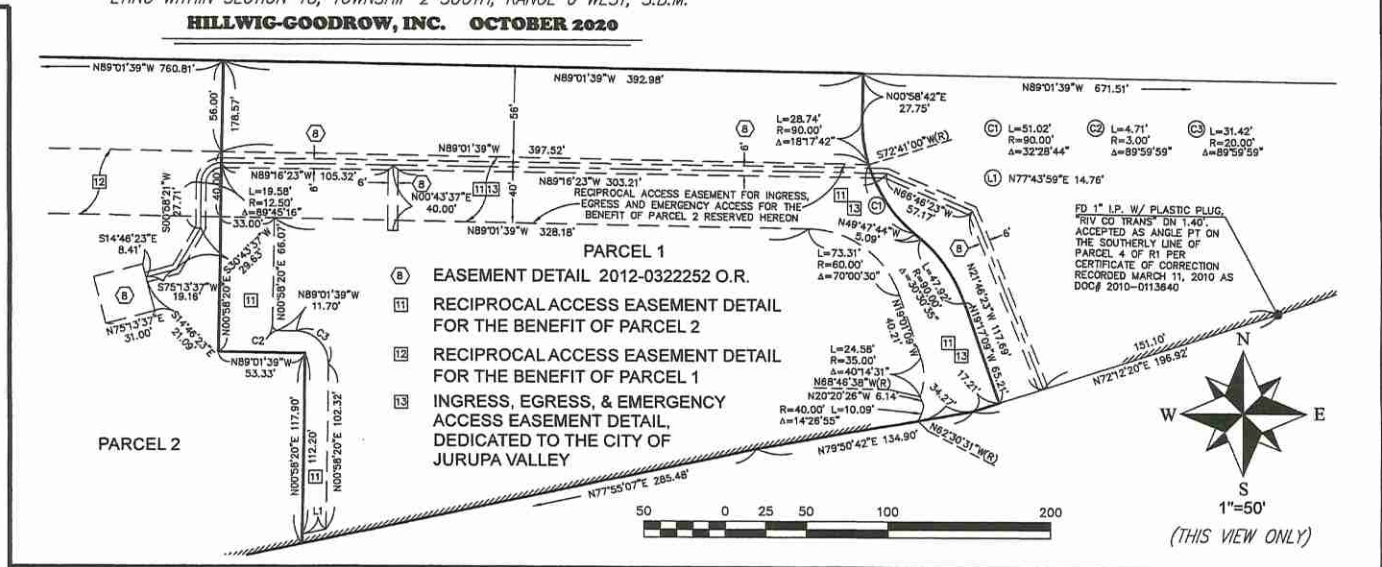
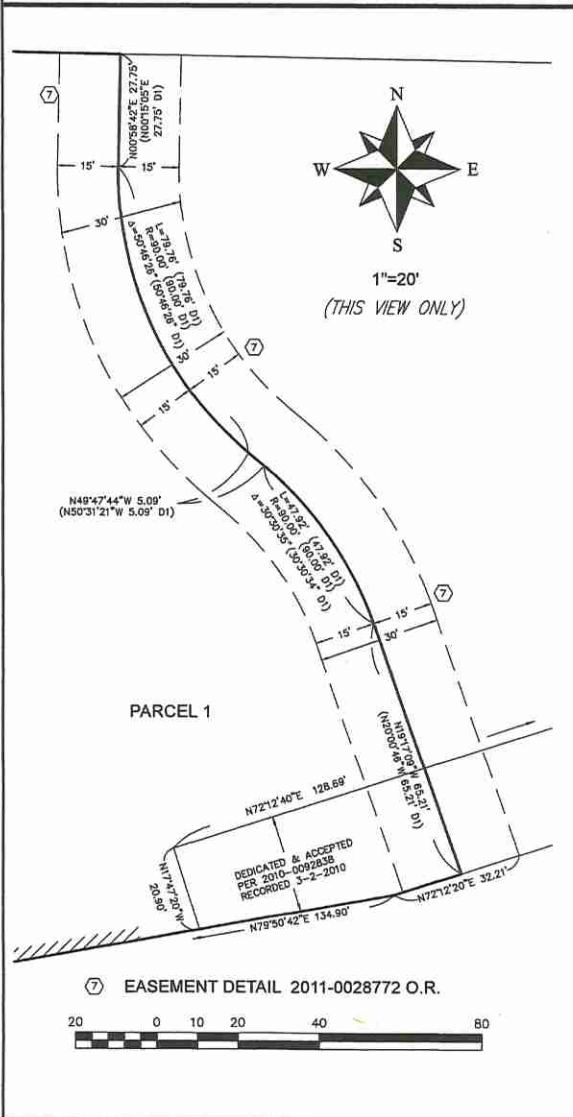


Exhibit #2
Subdivision Agreement

**AGREEMENT
FOR THE CONSTRUCTION OF IMPROVEMENTS STREETLIGHTS AND LANDSCAPING
PARCEL MAP NO. 37679**

This agreement, made and entered as of 10-11-2021 by and between the City of Jurupa Valley, State of California, hereinafter called City, and DC Fuel, Inc., hereinafter called Developer.

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

FIRST: Developer, for and in consideration of the approval by City of the final map of that certain land division known as Parcel Map No. 37679 and CUP19004, hereby agrees, at Developer'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, street improvements, complete with all necessary work related to the installation of streetlights and the landscape and irrigation improvements, all in accordance with those plans and specifications which have been approved by the City Engineer, and any revisions thereof, and are on file in the office of the City Engineer under record IP21-013 and Zone AA. 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. Developer 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. The estimated cost of said work and improvements is the sum of ninety six thousand dollars \$96,000.

SECOND: Developer agrees to pay to City the actual cost of such inspections of the work and improvements as may be required by the City Engineer. Developer 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 Developer, 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 Developer, its agents or employees, in the performance of the work, and all or said liabilities are assume by Developer. Developer 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 Developer, 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 Developer 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 Developer 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 Developer 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 Developer 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: Developer, 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 Developer, 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 Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications. Developer shall be in default of this agreement and notice of such default shall be served upon Developer. City shall have the power, on recommendation of the City Engineer to terminate all rights of Developer 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 Developer 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 Developer to commence construction shall not relieve the Developer or surety from completion of the improvements required by this agreement.

EIGHTH: Developer 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. Developer 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 Developer fails to take such action as is necessary to comply with said notice; Developer 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 Developer, and such extensions shall in no way affect the validity of this agreement or release the surety or sureties on such bonds. Developer 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>Developer</u>
City of Jurupa Valley 8930 Limonite Ave Jurupa Valley, CA 92509 Attention: City Engineer	DC Fuel, Inc. 4685 Pier Enterprises Way Jurupa Valley, CA 91752 Attention: Alex Calderas

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, Developer 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. Developer shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Developer 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, Developer 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, Developer 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, Developer 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 Developer 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 Developer 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 Developer 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.

DEVELOPER

DC Fuel, Inc.



Name: *Robert Pier*
President

Name:
Secretary

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

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

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

"CITY"

CITY OF JURUPA VALLEY, a Municipal corporation

APPROVED:

Paul Toor, PE
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Riverside }

On October 11, 2021 before me, Dana M. Booker, Notary Public
(Here insert name and title of the officer)

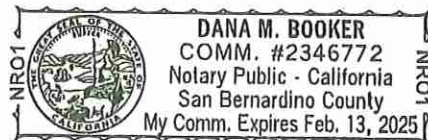
personally appeared Robert Pier, JR
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

Dana M. Booker
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement (Construction of
(Title or description of attached document)

Improvements, Streetlights
(Title or description of attached document continued)

Landscaping
Number of Pages 5 Document Date 10/11/2021

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☒ Corporate Officer

President
(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Exhibit #3
Financial Security for Improvements



City of Jurupa Valley

8930 Limonite Avenue
Jurupa Valley, CA 92509
(951) 332-6464

Number: 12911

Date: 10/08/2021

Engineering Invoice

RECORD & PAYER INFORMATION

Record No: BOND21-0009
Record Type: Bonds
Application Name: FPM 37679 Improvements Bonds
Property Information: 4685 PIER ENTERPRISES WAY
160040044
Description of Work: Project Improvements - Final Parcel Map 37679 - 4687 Pier Enterprise Way - Gas
Station/convenience store/restaurant/car wash/parking lot
Applicant: WESTATES HOLDINGS, LLC
WESTATES HOLDINGS, LLC
4685 PIER ENTERPRISE WAY
JURUPA VALLEY CA 91752

Note: The "Applicant" will be financially responsible for all supplemental billings, fees and refunds for this permit per Ordinance 457. Any changes to the "Applicant" information must be made in writing and submitted to the Engineering Department for approval.

FEE DETAIL

<u>Fee Description</u>	<u>Quantity</u>	<u>Account Code</u>	<u>Fee Amount</u>
Bond	96,000.00	810-21214	\$96,000.00
Processing Fee	1.00	100-42550	\$40.00
			<hr/> \$96,040.00

City of Jurupa Valley

STAFF REPORT

DATE: OCTOBER 21, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

BY: PAUL TOOR, PUBLIC WORKS DIRECTOR/CITY ENGINEER

SUBJECT: AGENDA ITEM NO. 14.D

REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND THE CITY OF EASTVALE FOR LANDSCAPE MAINTENANCE SERVICES AT THE I-15 INTERCHANGE AT LIMONITE AVENUE

RECOMMENDATION

- 1) That the City Council approve the Reimbursement Agreement between the City of Jurupa Valley and the City of Eastvale for Landscape Maintenance Services at the I-15 Interchange at Limonite and authorize the City Manager to execute the Agreement in substantially the form and format attached and as approved by the City attorney.

BACKGROUND

In February 2012, the City of Jurupa Valley ("City") began working with the State of California, Department of Transportation ("State") to make revised improvements within the State's right of way. On October 16, 2019, the City and State entered into a landscape maintenance agreement that addresses the City's responsibility for landscaping and irrigation placed within State Highway right of way on State Route Interstate 15 at Limonite Avenue ("I-15 interchange"). The I-15 interchange is located within City boundaries as well as neighboring city, City of Eastvale.

The State was maintaining the I-15 interchange while it was undergoing improvements. Now that the improvements are completed, the maintenance responsibilities belong to the respective cities. The City's landscape contractor who currently maintains the Community Facility Districts and Lighting and Landscape Maintenance Districts, Softscapes Corporation ("Softscapes"), agreed to maintain the Jurupa Valley side until a permanent contractor was selected.

In July 2021, the City of Eastvale contacted the City to partner together and release a joint Request for Proposals (“RFP”) to maintain the I-15 interchange. A joint RFP was suggested because the City side and Eastvale side contain nearly identical landscaping and having one landscaper would maintain that uniformity.

ANALYSIS

Acting as the lead agency, the City of Eastvale published an RFP in early September 2021 that included both the Eastvale side as well as the Jurupa Valley side. One proposal was received from Inland Empire Landscape, Inc. (“IE Landscape”). IE Landscape is proposing \$2,106.00 per month to maintain the City’s side of the I-15 interchange. Per the RFP, the scope of work includes weed control, shrub trimming, tree care, ground cover trimming, irrigation inspections, and removal of trash and debris.

On October 13, 2021, the City of Eastvale City Council approved an agreement with IE Landscaping to maintain the I-15 interchange. The period of performance is three years and begins November 1, 2021, with the option to renew for two additional one-year increments. Eastvale agreed to be the lead agency on the agreement and added language that named the City as a partner. As a partner, the City will not pay IE Landscape directly. The City will receive invoices from the City of Eastvale and reimburse Eastvale on a quarterly basis per the Reimbursement Agreement (attached).

FINANCIAL IMPACT

If approved, the City will be required to pay the City of Eastvale \$6,318.00 quarterly with a not to exceed amount of \$25,272 annually plus any extra work incurred.

ALTERNATIVES

1. Not approve the Reimbursement Agreement and provide alternative direction to staff

***** 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:

1. Reimbursement Agreement
2. Inland Empire Landscape Proposal

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (“Agreement”) is made and entered into as of _____, 2021, by and between the **CITY OF EASTVALE**, an incorporated municipality and California general law city (hereinafter, “City”), and the **CITY OF JURUPA VALLEY**, an incorporated municipality and California general law city (hereinafter, “Jurupa Valley”). The City and Jurupa Valley may collectively be referred to as the “Parties.”

RECITALS

WHEREAS, the purpose of this Agreement to memorialize an agreement between the City and Jurupa Valley regarding the reimbursement of costs associated with landscape maintenance services for the I-15 Limonite Interchange (“Landscape Maintenance Services”).

WHEREAS, the City intends on entering into an agreement with Inland Empire Landscape, Inc. (“Contractor”), for Landscape Maintenance Services (“Landscape Maintenance Agreement”).

NOW, THEREFORE, in consideration of the above recited premises, together with the mutual covenants herein contained and attached hereto, it is agreed that:

AGREEMENT

1. RECITALS

The Parties agree that the above recitals are true and correct and are incorporated into this Agreement by reference.

2. CONTRACT ADMINISTRATION

The City will administer the Landscape Maintenance Agreement and pay the costs associated with the Landscape Maintenance Agreement to the Contractor. The Landscape Maintenance Agreement will require the Contractor to maintain insurance in accordance Exhibit B, and name the City of Jurupa Valley, and its respective elected and appointed officers, officials, and employees and volunteers, as additional insureds.

3. SCOPE OF WORK

Parties agree that Contractor shall perform the Landscape Maintenance Services as described in the Scope of Work, attached hereto and incorporated herein as Exhibit A (“Work”). Contractor shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the Landscape Maintenance Services. Jurupa Valley must approve any changes to the scope of work of the Landscape Maintenance Agreement or a new RFP.

4. PAYMENT AND REIMBURSEMENT

The total cost of the Landscape Maintenance Agreement shall not exceed \$25,272 annually plus any extra work incurred per labor and material cost as shown on Exhibit A.

To reimburse the City for its share of the Landscape Maintenance Services, Jurupa Valley agrees to pay City \$6,318.00 quarterly (on or before January 1, April 1, July 1, and October 1, each year during the term of the Agreement), plus any extra cost incurred per extra work fee schedule as may be invoiced by the City.

5. INDEMNIFICATION

Jurupa Valley agrees to indemnify, defend, save and hold harmless the City and its respective officers, agents, servants and employees, of and from any liabilities, claims, demands, suits, action and cause of action arising out of or in any manner connected with any act or omission of Jurupa Valley in connection with Jurupa Valley's duties and obligations hereunder.

The City agrees to indemnify, defend, save and hold harmless Jurupa Valley and its respective officers, agents, servants and employees, of and from any liabilities, claims, demands, suits, action and cause of action arising out of or in any manner connected with any act or omission of the City in connection with the City's duties and obligations hereunder.

6. TERM AND TERMINATION

The term of this Agreement shall commence when it is fully executed by the Parties, and shall continue until the term of Landscape Maintenance Agreement is concluded or the Landscape Maintenance Agreement is terminated by the City or Contractor.

The Landscape Maintenance Agreement shall contain a provision authorizing the City to terminate the Landscape Maintenance Agreement, without cause, upon thirty (30) days written notice. Either Party to this Agreement may terminate this Agreement, without cause, upon forty-five (45) days written notice. In the event of the termination of this Agreement, Jurupa Valley shall be responsible for reimbursing the City in accordance with Section 4 of this Agreement, for Jurupa Valley's share of the Landscape Maintenance Services through the termination date of the Landscape Maintenance Agreement.

4. NOTICES

All notices under this Agreement shall be sent as follows:

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

Eastvale: City of Eastvale
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752
Attn: Bryan Jones

5. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both Parties.

6. SEVERABILITY

If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

7. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Riverside, State of California.

8. INTERPRETATION

As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement is the product of negotiations between the parties, and it shall not be construed as if it had been prepared by one of the parties, but rather as if all of the parties prepared the Agreement. Any rule of construction, to the effect that ambiguities are to be resolved against the drafting party, shall not apply in interpreting this Agreement.

9. AUTHORITY

Each person executing this Agreement covenants and warrants that they are duly and validly authorized to do so.

10. COUNTERPARTS

This Agreement may be executed in counterparts.

11. ATTORNEYS' FEES

If any legal action is brought by either Party to interpret or enforce any terms or provisions

of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF EASTVALE

CITY OF JURUPA VALLEY

By: _____
Bryan Jones, City Manager

By: _____
Rod Butler, City Manager

Dated: _____

Dated: _____

APPROVED AS TO FORM:
Erica Vega, City Attorney

APPROVED AS TO FORM:
Peter Thorson, City Attorney

EXHIBIT “A”
SCOPE OF SERVICE

EXHIBIT "B"

INSURANCE

A. Insurance Requirements. Contractor shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Contractor, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Contractor shall provide the following scope and limits of insurance:

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

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

(2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Contractor and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Contractor shall maintain limits of insurance no less than:

(1) Commercial General Liability. \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. \$1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than \$1,000,000 per occurrence.

(4) Professional Liability. \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers, and the City of Jurupa Valley, and its respective elected and appointed officers, officials, and employees and volunteers, shall be named as additional insureds with respect to: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Contractor's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor's insurance.

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

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

C. Other Requirements. Contractor agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Contractor furnish City with copies of original endorsements effecting coverage required by this Exhibit "B". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.
2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.



Cost Proposal and Certification

Please see the attached Cost Proposal and Certifications – Exhibit 5

**Exhibit 5: COST PROPOSAL****EXHIBIT 5 – COST PROPOSAL****Landscape Maintenance Services**

The City reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the determined by the City to be most advantageous to the City. The City recognizes that prices are only one of several criteria to be used in judging an offer and the City is not legally bound to accept the lowest offer.

West side of I-15		
Item	Work Type Description	<i>Monthly service charge</i>
1	Cultivation/Irrigated Areas -14,059 square yards	\$375.00
2	Undeveloped Areas - 25,388 square feet	\$381.00
3	Basin Area - 23,770 square feet	\$500.00
4	Number of Trees - 51	\$650.00
Monthly Grand Total		\$1,906.00

East side of I-15		
Item	Work Type Description	<i>Monthly service charge</i>
1	Cultivation/Irrigated Areas -23,288 square yards	\$501.00
2	Undeveloped Areas - 24,316 square feet	\$370.00
3	Basin Area - 29,003 square feet	\$585.00
4	Number of Trees - 51	\$650.00
Monthly Grand Total		\$2,106.00



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COST PROPOSAL- EXTRA WORK Landscape Maintenance Services

Future Areas in Caltrans ROW to be Improved with LS		
Item	Work Type Description	Monthly service charge
1	Cultivation/Irrigated Areas -1,000 square feet	\$100.00
2	Undeveloped Areas – 1,000 square feet	\$75.00
3	Number of Trees – 10	\$125.00
Total		\$300.00

To determine the future cost, the City will use the unit prices provided above to apply to the actual areas developed and to be maintained.

Various locations	
Description	Labor and Material Cost
Plant 24" Box Tree and Stake Double	\$300.00
Plant 15 Gallon Tree & Stake Double	\$115.00
Plant 5 Gallon Shrub	\$21.00
Plant 1 Gallon Shrub	\$9.00
Plant 1 Flat of Ground Cover	\$28.00
Street Tree trimming in right of way up to 15' per each	\$55.00
Fallen Tree Removal from right of way per each	\$285.00
Description	Labor Cost per Hour or %
Laborer	\$32.00
Irrigation Technician	\$40.00
Foreman	\$45.00
Percent Mark Up for Materials	18%
Percent Mark up for Subcontractors	15%



RFP Cover Page

Project Name: City of Eastvale - Limonite Ave Interchange Maintenance Service

Bid Closing Date: September 20, 2021 at 5:00pm

Prospective Bidder: Inland Empire Landscape, Inc.
202 E Airport Drive Suite 100,
San Bernardino, CA 92408

Name: Joel Ibarra – President

Email: Joel@ielandscape.com

Signature: _____

Date: 9/20/2021



Table of Contents

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Clarification, Exceptions, or Deviations	10
Financial Statement	11
Addendum No 2	12



Cover Letter

9/20/2021

Dear City's Selection Committee,

Inland Empire Landscape, Inc. is honored to have the opportunity to submit this proposal for the City of Eastvale.

As we continue to expand our services in landscape management, in the private and public industry providing quality services, it is our intent to consider contracts that we can effectively service providing quick response time and the overall quality of service we always aim to provide for our customers.

After closely reviewing Table of Contents, Technical Specifications and Exhibits of *Limonite Avenue Interchange Maintenance Services*, and currently maintaining areas for City of Eastvale, I am confident that we would be an excellent fit for the proposed work. We know the character, the quality and the quantities of work to be performed and conclude that we are prepared and willing to commit all the resources necessary to perform our services.

I believe that our experience will give us the opportunity to provide you with a well-rounded option for your landscape and general maintenance services.

Respectfully,


Joel Ibarra

President

Office (909) 473-9066

Cell Phone Number: (951) 538-7574

joel@inlandempirelandscape.com



Company Information

Inland Empire Landscape, Inc. was Founded 20 Years ago by Mr. Joel Ibarra with the name of Ibarra Landscaping. A year after the name was changed to Inland Empire Landscape, Inc. located at 202 E. Airport Drive Suite 100, San Bernardino, CA, 92408.
Phone No. (909) 473-9066 Fax No. (909) 473-9040

Inland Empire Landscape, Inc. is a local company that has been in business for 20 years. Performing landscape services in the Public, Commercial and Private Industry such as landscape maintenance, landscape construction, pest control, tree planting, weed abatement, shrub and ground cover plantings, landscape renovations, landscape modifications, etc.

Inland Empire Landscape, Inc. currently employs 80- fulltime employees and approximately 35 seasonal employees for peak season performing Landscape Maintenance and Landscape Construction. Inland Empire Landscape, Inc. had revenue of 6.8 million dollars last year alone.

Inland Empire Landscape, Inc. is projected to be at 7.5 million dollars at the end of the fiscal year.

Company Personnel:

Office Personnel is available from 7:00 a.m. To 4:30 p.m. Monday through Friday. Supervisors are available 24 hours 7 days a week for emergency calls via cellular phone and email. All our field personnel carry smart phones, for faster response time.

We currently have 3 Supervisors, 4 Irrigation Tech. and 8 Foremen living in the City of Rialto to attend any emergency within 30 minutes, 24 hours a day 7 days a Week.

Joel Ibarra - President

Responsibilities: Company Operations, Signs Contracts and Proposals & Meets with Clients for Work Progress and New Projects, Bears all the responsibility of the company, available for emergency calls.

Mr. Ibarra holds the Company C27, C61, and D49 & Pest Control Business License.

Has over 25 years of office and field experience.

Email: joel@ielandscape.com

Raymond Cervantes - Landscape Maintenance Division Manager

Responsibilities: preparation & delivery of bids/proposals, coordinates work schedules, staff and has general responsibility to manage contract, meets with clients for work progress, Emergency Calls. Has over 18 years of field experience.

Email: raymond@ielandscape.com



Guillermo Perez - Supervisor

Responsibilities: Daily operations, Inspections and Supervision for work progress Schedules and new projects, meets with the City Staff to discuss work progress and new ideas. Guillermo Perez has 15 years of park and landscape maintenance experience as well as Supervisory Experience Supervising up to 30 Employees.

Email: gperez@ielandscape.com

Abel Cazares – Supervisor

Responsibilities: Daily operations, Inspections and Supervision for work progress Schedules and new projects, meets with the City Staff to discuss work progress and new ideas. Abel Cazares has 18 years of park maintenance and landscape experience as well as Supervisory Experience Supervising up to 30 Employees.

Email: abel@ielandscape.com

Ramon Mata – Supervisor

Responsibilities: Daily operations, Inspections and Supervision for work progress Schedules and new projects, meets with the City Staff to discuss work progress and new ideas. Ramon Mata has 8 years of park maintenance and landscape experience as well as Supervisory Experience Supervising up to 15 Employees.

Email: ramon@ielandscape.com

Steve Mata – Supervisor

Responsibilities: Daily operations, Inspections and Supervision for work progress Schedules and new projects, meets with the City Staff to discuss work progress and new ideas. Steve Mata has 5 years of park maintenance and landscape experience as well as Supervisory Experience Supervising up to 15 Employees.

Email: steve@ielandscape.com

Company Structure:

President - Joel Ibarra

Executive Assistant - Martha Guerrero

Human Resources - Anai Ibarra

Project Manager - Geoff Rutherford

Landscape Maintenance Division Manager – Raymond Cervantes

Landscape Maintenance Supervisor – Guillermo Perez

Landscape Maintenance Supervisor – Abel Cazares

Landscape Maintenance Supervisor – Ramon Mata



Credentials / Resumes

Please see the attached credentials and resumes.

INLAND EMPIRE
LANDSCAPE, INC.

1000019419
Update

Public
Works

05/14/19

Active

07/01/19

06/30/22



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

**1001 I STREET
SACRAMENTO, CALIFORNIA 95814**

ISSUED: January 01, 2021
EXPIRES: December 31, 2022

**Pest Control Business - Main
LICENSE
LICENSE NO. 37897**

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address

**INLAND EMPIRE LANDSCAPE INC
2456 KERN ST
SAN BERNARDINO, CA 92407**

Business Location

**INLAND EMPIRE LANDSCAPE INC
2456 KERN ST
SAN BERNARDINO, CA 92407**

**POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE**



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QAL

QUALIFIED APPLICATOR LICENSE



LICENSE #: 122218

Categories: BC

EXPIRES: 12/31/2022

Issued: 1/1/2021

JOEL A IBARRA

2456 KERN ST

SAN BERNARDINO, CA 92407



This License must be shown to any representative of the Director or Commissioner upon request.



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Certificate of Attendance

The Inland Empire Utilities Agency certifies that

JOEL IBARRA

attended the required

RECYCLED WATER ON-SITE SUPERVISOR TRAINING

held at the offices of the
Inland Empire Utilities Agency District
6075 Kimball Avenue, Chino, CA 91708

Steven Smith

STEVEN SMITH, INSTRUCTOR

09/08/2016

DATE



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Certificate of Attendance

The Inland Empire Utilities Agency certifies that

GUILLERMO PEREZ

attended the required

RECYCLED WATER ON-SITE SUPERVISOR TRAINING

held at the offices of the
Inland Empire Utilities Agency District
6075 Kimball Avenue, Chino, CA 91708

Steven Smith

STEVEN SMITH, INSTRUCTOR

09/08/2016

DATE



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Certificate of Attendance

The Inland Empire Utilities Agency certifies that

ABEL CAZARES

attended the required

RECYCLED WATER ON-SITE SUPERVISOR TRAINING

held at the offices of the
Inland Empire Utilities Agency District
6075 Kimball Avenue, Chino, CA 91708


STEVEN SMITH, INSTRUCTOR

6/18/2015

DATE



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Certificate of Attendance

The Inland Empire Utilities Agency certifies that

STEVE MATA

attended the required

RECYCLED WATER ON-SITE SUPERVISOR TRAINING

held at the offices of the
Inland Empire Utilities Agency District
6075 Kimball Avenue, Chino, CA 91708


STEVEN SMITH, INSTRUCTOR

09/08/2016

DATE

RECEIVE YOUR COURSE MONEY BACK

Refer a GROUP of 5 Individuals And Receive a FULL REFUND

Group consists of 5 or more individual. Call for details. 1-888-277-7865

Name:

Guillermo Perez



**CPR/AED: Adult, Child, Infant
(BLS) & Standard First Aid**

This card certifies that the above individual has successfully completed the requirements in accordance with American Health Care Academy's curriculum. Certificate #: 9231065-1796439

04/09/2021

Issue Date

04/09/2023

Renewal Date

RECEIVE YOUR COURSE MONEY BACK

Refer a GROUP of 5 Individuals And Receive a FULL REFUND

Group consists of 5 or more individual. Call for details. 1-888-808-9109

Name:

Abel Cazares Cazares



**CPR/AED: Adult, Child, Infant
(BLS) & Standard First Aid**

This card certifies that the above individual has successfully completed the requirements in accordance with American CPR Care Association's curriculum. Certificate #: 2100578-360331

04/09/2021

Issue Date

04/09/2023

Renewal Date

RECEIVE YOUR COURSE MONEY BACK

Refer a GROUP of 5 Individuals And Receive a FULL REFUND

Group consists of 5 or more individual. Call for details. 1-888-277-7865

Name:

Joel Ibarra



Instructor's Signature

Holder's Signature

CPR/AED: Adult, Child, Infant (BLS) & Standard First Aid

This card certifies that the above individual has successfully completed the requirements in accordance with American Health Care Academy's curriculum

Call 911 in case of a medical emergency
Call 1-800-222-1222 in a poison emergency
For CPR/AED or First Aid training information,
call 1-888-277-7865 or visit cpraedcourse.com

07/02/2020

Issue Date

07/02/2022

Renewal Date

American Health Care Academy

Renewal recommended every 2 years

8570119-1625046

RECEIVE YOUR COURSE MONEY BACK

Refer a GROUP of 5 Individuals And Receive a FULL REFUND

Group consists of 5 or more individual. Call for details. 1-888-277-7865

Name:

Ramon Mata



CPR/AED: Adult, Child, Infant (BLS) & Standard First Aid

This card certifies that the above individual has successfully completed the requirements in accordance with American Health Care Academy's curriculum. Certificate #: 9230977-1796419

04/09/2021

Issue Date

04/09/2023

Renewal Date

RECEIVE YOUR COURSE MONEY BACK

Refer a GROUP of 5 Individuals And Receive a FULL REFUND

Group consists of 5 or more individual. Call for details. 1-888-277-7865

Name:

Steve Mata



CPR/AED: Adult, Child, Infant (BLS) & Standard First Aid

This card certifies that the above individual has successfully completed the requirements in accordance with American Health Care Academy's curriculum. Certificate #: 9231100-1796444

04/09/2021

Issue Date

04/09/2023

Renewal Date

RECEIVE YOUR COURSE MONEY BACK

Refer a GROUP of 5 Individuals And Receive a FULL REFUND

Group consists of 5 or more individual. Call for details. 1-888-277-7865

Name:

Ramon Adolfo Mata



CPR/AED: Adult, Child, Infant (BLS) & Standard First Aid

This card certifies that the above individual has successfully completed the requirements in accordance with American Health Care Academy's curriculum. Certificate #: 9231058-1796432

04/09/2021

Issue Date

04/09/2023

Renewal Date



Certificate of Completion

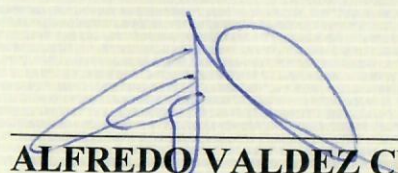
Joel Antonio Ibarra

Has successfully completed the course

**30 Hour OSHA Outreach Construction Safety
Training**

On

February 03, 2017

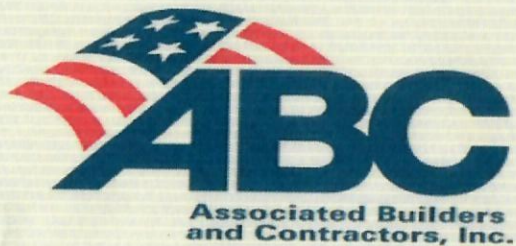

ALFREDO VALDEZ CHST
OSHA Authorized Trainer U06-32-0080
RMP Safety Services (909) 429-1214

Date Issue: **02/03/2018**
RMP SAFETY SVS INC

FEB 03 2018

CERT# **383**





Certificate of Completion

Ramon Mata

Has successfully completed the course

**30 Hour OSHA Outreach Construction Safety
Training**

On

February 03, 2017

A handwritten signature in blue ink, appearing to read "Alfredo Valdez Chst", written over a horizontal line.

ALFREDO VALDEZ CHST
OSHA Authorized Trainer U06-32-0080
RMP Safety Services (909) 429-1214

Date Issue: 02/03/2018

RMP SAFETY SVS INC

FEB 03 2018

CERT# 391





Certificate of Completion

Ramon Mata

Has successfully completed the course

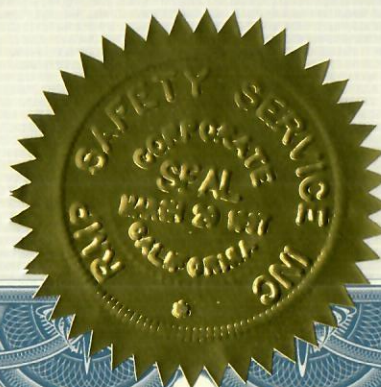
**30 Hour OSHA Outreach Construction Safety
Training**

On

February 03, 2017

A handwritten signature in blue ink, appearing to read "Alfredo Valdez", written over a horizontal line.

ALFREDO VALDEZ CHST
OSHA Authorized Trainer U06-32-0080
RMP Safety Services (909) 429-1214



Date Issue: 02/03/2018

RMP SAFETY SVS INC

FEB 03 2018

CERT# 387



Certificate of Completion

Guillermo Perez

Has successfully completed the course

**30 Hour OSHA Outreach Construction Safety
Training**

On

February 03, 2017

A handwritten signature in blue ink, appearing to read 'Alfredo Valdez', written over a horizontal line.

ALFREDO VALDEZ CHST
OSHA Authorized Trainer U06-32-0080
RMP Safety Services (909) 429-1214



Date Issue: **02/03/2018**

RMP SAFETY SVS INC

FEB 03 2018

CERT# **384**



Certificate of Completion

Steve Mata

Has successfully completed the course

**30 Hour OSHA Outreach Construction Safety
Training**

On

February 03, 2017

A handwritten signature in blue ink, appearing to read "Alfredo Valdez", written over a horizontal line.

ALFREDO VALDEZ CHST
OSHA Authorized Trainer U06-32-0080
RMP Safety Services (909) 429-1214



Date Issue: **02/03/2018**

RMP SAFETY SVS INC

FEB 03 2018

CERT# 386



City of
San Bernardino

Parks, Recreation and Community Services Department | Jim Tickemyer, Director

November 6, 2018

To Whom It May Concern,

I am writing to recommend Inland Empire Landscape Inc. for consideration of maintenance service provider for your organization. I have had the opportunity to work with Inland Empire Landscape for the past few years at the City of San Bernardino, and have been consistently impressed with their diligence, efficiency, and ability to get things done.

Most recently, Inland Empire Landscape has worked for the Parks Department as a full service parks maintenance provider. In this role, Inland Empire Landscape performed a multitude of maintenance and repair tasks in a professional, courteous and timely fashion.

I believe that Inland Empire Landscape would be an excellent addition to your organization's overall maintenance plan. I have been consistently impressed with their organizational skills and responsiveness under pressure. In our industry, as you know, every position is a customer service position. Inland Empire Landscape consistently worked to help serve our clients and mitigate issues as they came up.

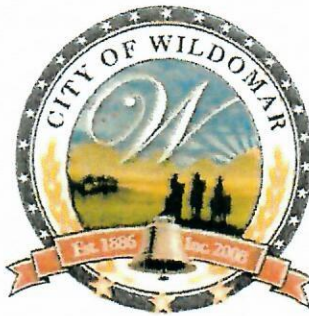
I strongly recommend Inland Empire Landscape Inc. as a full service maintenance provider for any organization requiring high quality maintenance services on a large scale. Inland Empire Landscape Inc. is organized, detail-oriented, effective, and committed to getting the job done. Inland Empire Landscape Inc. would undoubtedly make an excellent addition to your team.

Please feel free to contact me at (909) 384-5030 or Tickemyer_Ji@SBCity.org if you have any questions.

Sincerely,

Jim Tickemyer
Director of Parks, Recreation & Community Services
CITY OF SAN BERNARDINO

Ben J. Benoit, Mayor, District 1
Marsha Swanson, Mayor Pro Tem, District 5
Bridgette Moore, Council Member, District 4
Dustin Nigg, Council Member, District 2
Timothy Walker, Council Member, District 3



23873 Clinton Keith Rd, Ste 201
Wildomar, CA 92595
951/677-7751 Phone
951/698-1463 Fax
www.CityofWildomar.org

November 6, 2018

Inland Empire Landscape, Inc.
Attn: Joel Ibarra
2456 Kern Street
San Bernardino, CA. 92407

Recommendation Letter for Inland Empire Landscape

To Whom It May Concern,

Please allow this letter to serve as a positive recommendation towards Inland Empire Landscape Inc. Supervisor Guillermo Perez and staff have provided landscape services to The City of Wildomar Parks and L&LMD's. Their work ethic and communication have elevated landscape service levels throughout the city within the past four (4) years.

Inland Empire Landscape is highly knowledgeable in the landscape and irrigation industry. In related projects, they are our first call for additional support and immediate response. Because of their consistency and timely response, we highly recommend them for any future projects.

Best Regards,

Daniel Torres
Manager of Operations and Maintenance
City of Wildomar
Wildomar Cemetery District



Patricia Romo, P.E.
Director of Transportation

COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY

Mojahed Salama, P.E.
Deputy for Transportation/Capital Projects
Richard Lantis, P.L.S.
Deputy for Transportation/Planning and
Development

Transportation Department

October 30, 2018

Inland Empire Landscape, Inc.
Attn: Joel Ibarra
2456 Kern Street
San Bernardino, CA 92407

RE: Recommendation Letter for Inland Empire Landscaping, President Joel Ibarra, Supervisor Guillermo Perez, and Staff.

To Whom It May Concern:

Please allow this letter to serve as positive recommendation regarding Inland Empire Landscaping, President Joel Ibarra, Supervisor Guillermo Perez, and the rest of the Staff of Inland Empire Landscaping. Inland Empire Landscaping has provided landscape maintenance services to both the Riverside County Transportation Department (RCTD) and the Landscaping and Lighting Maintenance District 89-1-Consolidated (L&LMD 89-1-C) for over ten (10) years under my direct supervision. All work has been completed within specifications and within given time frames without any negative actions or complaints. Inland Empire Landscaping has never received a corrective action memo or letter of correction from RCTD or the L&LMD 89-1-C. Landscape Maintenance provided by Inland Empire Landscaping is consistently hands down the best.

Inland Empire Landscaping has a great track record regarding communication on all levels, response to any and all questions and concerns, and staff is knowledgeable on several facets and practices of the landscaping and irrigation industry. Inland Empire Landscaping has successfully completed both new landscape installations and landscape renovations on time and within budget.

Inland Empire Landscaping is always one of our first calls for landscape related needs and the Riverside County Transportation Department and the L&LMD 89-1-C wish to acknowledge Inland Empire Landscaping's positive work ethic and recommend them for future landscape related projects in the future.

Best Regards,

Mark P. Hughes, CID, CLIA, CLWM, RWSS
Technical Engineering Unit Supervisor, RCTD
Landscape Plan Check/Inspection Supervisor
L&LMD 89-1-C Administrator
ISA Certified Arborist WE-8854A



Bidder Pre-Qualifications and Reference Exhibit 4

Please see the attached Exhibit.

Exhibit 4: BIDDER QUALIFICATION FORM

Landscape and Park Maintenance Services

Company Name	Inland Empire Landscape, Inc
Address	202 E. Airport Drive Suite 100, San Bernardino, CA 92408
Telephone number	(909)473-9066
Fax number	(909)473-9040
Contact Person	Joel Ibarra
Cell Phone Number	(951)538-7574
Email Address	Joel@ielandscape.com
State of California-DPR Current and Valid Pest Control Business License* Number and Current and Valid Qualified Applicators License* (QAL) with Categories "B & C"	DPR : License No 37897 QAL: License No 122218 B&C
California State Contractors License* Type & Number	802299 (C-27, C-61, and D49)
I.S.A. Certification*	N/A
I.A. Certified Landscape Qualification*	N/A
Irrigation Auditors Certification*	N/A
Maintenance Supervisor	Raymond Cervantes
Education/Qualifications of Maintenance Supervisor	High School Graduate and 20 years of experience
Certified Landscape Technician Number*	N/A

* Copies of Certificates and Licenses to be included in Proposal

**CERTIFICATIONS**

I, Joel Ibarra, a duly authorized agent of Inland Empire Landscape, Inc.
 Printed Name of Agent/Officer Name of Organization/Consortium
 _____, hereby certify that Inland Empire Landscape, Inc.
 Name of Organization/Consortium

by submission of this bid in response to the Professional Services RFP agree upon contract award to carry out the requirements specified, and obligations set forth therein.

Signature [Signature] Date 9/20/2021

Title of Agent/Officer President

Exhibit 6: BIDDER REFERENCES

List three (3) recent work histories performed over the past two (2) years, of landscape maintenance work of similar character.

WORK HISTORY	
Name of Project	City of San Jacinto Landscape and Irrigation Maintenance
Project Location	San Jacinto, California
Date of Service	Present Since 2019
Scope of Service	Landscape Maintenance service to ROW, City Parks, and Medians.
Project Owner Name	City of San Jacinto
Contact Name And Telephone Number	Presten Sullens (951)545-9684



**FOR CURRENTLY MAINTAINED PROJECTS
PLEASE PROVIDE A PHOTOGRAPH**



A SEPARATE SHEET IS TO BE PROVIDED FOR EACH REFERENCE



REQUEST FOR PROPOSALS

CERTIFICATIONS

I, Joel Ibarra, a duly authorized agent of Inland Empire Landscape, Inc.
 Printed Name of Agent/Officer Name of Organization/Consortium
 _____, hereby certify that Inland Empire Landscape, Inc.
 Name of Organization/Consortium

by submission of this bid in response to the Professional Services RFP agree upon contract award to carry out the requirements specified, and obligations set forth therein.

Signature [Signature] Date 9/20/2021

Title of Agent/Officer President

Exhibit 6: BIDDER REFERENCES

List three (3) recent work histories performed over the past two (2) years, of landscape maintenance work of similar character.

WORK HISTORY	
Name of Project	County of Riverside LMDS and Zones
Project Location	Through out County of Riverside
Date of Service	Present since 2010
Scope of Service	Landscape Maintenance service to ROW and Medians
Project Owner Name	Riverside County Transportation Dept.
Contact Name And Telephone Number	Mark Hughes (951)955-6767



**FOR CURRENTLY MAINTAINED PROJECTS
PLEASE PROVIDE A PHOTOGRAPH**



A SEPARATE SHEET IS TO BE PROVIDED FOR EACH REFERENCE



REQUEST FOR PROPOSALS

CERTIFICATIONS

I, Joel Ibarra, a duly authorized agent of Inland Empire Landscape, Inc.
 Printed Name of Agent/Officer Name of Organization/Consortium

_____, hereby certify that Inland Empire Landscape, Inc.,
 Name of Organization/Consortium

by submission of this bid in response to the Professional Services RFP agree upon contract award to carry out the requirements specified, and obligations set forth therein.

Signature _____ Date 9/20/2021

Title of Agent/Officer President

Exhibit 6: BIDDER REFERENCES

List three (3) recent work histories performed over the past two (2) years, of landscape maintenance work of similar character.

WORK HISTORY	
Name of Project	City of Riverside - Public Works
Project Location	Riverside, CA
Date of Service	Present since 2013
Scope of Service	Landscape Maintenance service to ROW and Medians
Project Owner Name	City of Riverside
Contact Name And Telephone Number	Robert Filiar (951)351-6112



**FOR CURRENTLY MAINTAINED PROJECTS
PLEASE PROVIDE A PHOTOGRAPH**



A SEPARATE SHEET IS TO BE PROVIDED FOR EACH REFERENCE



Evidence of Insurance

Please see the attached Certificate of Insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ALC Insurance Services 1740 E Washington Street Suite C3 Colton, CA 92324	909-824-0293 909-422-1414	CONTACT NAME: Alfonso Costas PHONE (A/C, No, Ext): 909-824-0293 E-MAIL ADDRESS: alcinsurance@msn.com PRODUCER CUSTOMER ID #:	FAX (A/C, No): 909-422-1414
INSURED Inland Empire Landscape, Inc. 2456 Kern Street San Bernardino, CA 92407	909-473-9066 909-473-9040	INSURER(S) AFFORDING COVERAGE	
		INSURER A: Mesa Underwriters Specialty Ins Co	NAIC # 36838
		INSURER B: Mid-Century Insurance Company	21687
		INSURER C: Capitol Indemnity Corp.	10472
		INSURER D: Everest Premier Insurance Company	16045
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	MP0102008000033	11/20/2020	11/20/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	602630726	12/08/2020	12/08/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE GL Only RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	XS19023619-01	11/20/2020	11/20/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	7600021678211	07/07/2021	07/07/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Job Description: Landscape Maintenance/Installation Project: Certificate Holder is named as Additional Insured on the General Liability Policy per form CG2010-0413 & CG2037-0413 and on the Commercial Auto Policy per form J71201201 attached. Primary and Non-Contributory applies to the General Liability per form CG2001-0413 and to the Commercial Auto per form J71201201 attached. Waiver of Subrogation applies to the General Liability per form CG2404-0509, to the Commercial Auto per form J7120101, and to the Workers Comp per form WC040306 attached.

CERTIFICATE HOLDER

CANCELLATION

SAMPLE CERTIFICATE

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract signed prior to the date of loss	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where required by written contract signed prior to the date of loss	Commercial work only

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER:MP0102008000033

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where required by written contract signed prior to the date of loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Each "project" covered by this policy is subject to a separate General Aggregate limit per the terms of this endorsement. It is further agreed that the maximum aggregate limit that this policy shall be subject to is \$5,000,000 regardless of the number of claims or locations covered.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section **III** -- Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**7120**
1st Edition**BUSINESS AUTO EXTENSIONS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Section II - Liability Coverage is amended as follows:

1. The following is added to Paragraph A.1. Who Is An Insured:

Blanket Additional Insured

Each person or organization with whom you agree, by virtue of a written contract or agreement, to provide insurance is an "insured", but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy:

- (1) Provided that the contract or agreement is signed and executed by you prior to the "bodily injury" or "property damage" loss; and
- (2) The contract or agreement is in effect during the policy period.

B. Section IV - Business Auto Conditions is amended as follows:

1. The following is added to Paragraph A.5. Transfer Of Rights Of Recovery Against Other To Us:

Blanket Waiver Of Subrogation

We waive our right of recovery that we may have against a person or organization, but only to the extent that this is required of you by a written contract or agreement that is signed and executed prior to any "accident" or "loss". This waiver applies only to the person or organization designated in such contract or agreement.

2. The following is added to Paragraph B.5. Other Insurance:

Primary And Noncontributory

This insurance will be primary and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;
- (3) This contract or agreement is signed and executed by you prior to when the "bodily injury" or "property damage" occurs; and
- (4) This written contract or agreement is in effect during the policy period.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

PERSON OR ORGANIZATION**SCHEDULE****JOB DESCRIPTION**

ANY PERSON OR ORGANIZATION FOR WHOM THE
NAMED INSURED HAS AGREED BY WRITTEN
CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 07/07/2021

Policy No. 7600021678211

Endorsement No. 001

Insured: Inland Empire Landscape, Inc.

Insurance Company: Everest Premier Insurance Company

Premium \$ INCL.

Countersigned By: _____



Clarification, Exceptions, or Deviations

Inland Empire Landscape, Inc does not have any Clarifications, Exceptions, or Deviations.



Financial Statement

Please find the attached financial statement.

INLAND EMPIRE LANDSCAPE, INC.
SAN BERNARDINO, CALIFORNIA

FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2020

**INLAND EMPIRE LANDSCAPE, INC.
BALANCE SHEET
DECEMBER 31, 2020**

EXHIBIT A

ASSETS

CURRENT ASSETS

Cash	\$ 125,662
Contracts receivable - net of allowance for doubtful (Notes 1)	
Completed contracts	1,147,501
Contracts in progress	144,584
Unbilled retainage	122,820
Costs and estimated earnings on uncompleted contracts in excess of billings (Note 4)	22,669
Prepaid insurance	7,140
Prepaid licenses and permit	4,350

TOTAL CURRENT ASSETS

1,574,726

FIXED ASSETS – at cost, less accumulated depreciation (Notes 1 and 2)

674,426

OTHER ASSETS

Notes receivable – related parties	<u>90,000</u>
------------------------------------	---------------

\$2,339,152

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES

Current portion of long-term debt (Note 3)	\$ 157,553
Accounts payable – trade	330,568
Line of credit	268,000
Accrued California Franchise Tax	800
Accrued payroll	58,591
Accrued and withheld payroll taxes	28,664
Accrued W/C Insurance	27,145

TOTAL CURRENT LIABILITIES

871,321

LONG-TERM DEBT, net of current portion (Note 3)

299,853

STOCKHOLDERS' EQUITY

Capital stock	5,000
Retained Earnings	1,162,978

TOTAL STOCKHOLDERS' EQUITY

1,167,978

\$2,308,478

See accountant's review report.
See accompanying notes to financial statements.

INLAND EMPIRE LANDSCAPE, INC.
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2020

EXHIBIT B

REVENUES	<u>\$ 8,799,594</u>
COSTS AND EXPENSES	
Advertising and promotions	21,225
Bank Charges	2,416
Commissions	13,756
Depreciation expenses	210,366
Employee Benefits	300,951
Equipment rental	178,690
Dues and subscriptions	86,877
General supplies	13,787
Insurance	248,202
Legal and professional	114,596
Licenses and permits	24,605
Materials and supplies	2,404,901
Meals and entertainment	10,035
Office supplies and postage	18,506
Outside Services	902,984
Payroll tax expense	288,243
Printing	11,300
Rent	17,580
Repairs and maintenance	10,938
Salaries and Wages	3,254,479
Small tools	43,401
Telephone	45,799
Truck expenses	484,247
Travel	14,186
Utilities	6,656
Waste Disposal	136,652
Other expenses	<u>20,818</u>
TOTAL COSTS AND EXPENSES	<u>8,886,196</u>
LOSS FROM OPERATIONS	<u>(86,602)</u>
OTHER INCOME (EXPENSE)	
Interest income	35
PPP loan forgiveness	303,507
Interest expense	<u>(46,630)</u>
OTHER INCOME (EXPENSE) - NET	<u>256,912</u>
INCOME BEFORE PROVISION FOR INCOME TAXES	170,310
PROVISION FOR INCOME TAXES - STATE OF CALIFORNIA	<u>800</u>
NET INCOME	<u>\$ 179,507</u>

See accountant's review report.

See accompanying notes to financial statements.

**INLAND EMPIRE LANDSCAPE, INC.
STATEMENT OF RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2020**

EXHIBIT C

Balance January 1, 2020	\$ 1,033,471
Net income	179,507
Less shareholder distributions	<u>(50,000)</u>
Balance December 31, 2020	<u>\$ 1,162,978</u>

See accountant's review report.

See accompanying notes to financial statements.

INLAND EMPIRE LANDSCAPE, INC.
STATEMENT OF CASH FLOW
FOR THE YEAR ENDED DECEMBER 31, 2020

EXHIBIT D

CASH FLOWS FROM OPERATING ACTIVITIES

Net income	\$ 179,507
------------	------------

Adjustments to reconcile net earning to cash provided from operating activities

Depreciation	210,366
Decrease (increase) in contracts receivable	
Completed contracts	(179,241)
Contracts in progress	85,037
Unbilled retainage	(20,041)
Decrease (increase) on costs and estimated earnings on uncompleted contracts	(432)
Decrease (increase) in prepaid insurance	2,589
Decrease (increase) in prepaid licenses	(465)
Decrease (increase) in notes receivable – related parties	110,000
Increase (decrease) in current portion of long-term debt	220
Increase (decrease) in accounts payable	(123,779)
Increase (decrease) in line of credit - Bank of America	(17,000)
Increase (decrease) in Accrued California Franchise Tax	(1,329)
Increase (decrease) in accrued payroll	(22,028)
Increase (decrease) in accrued payroll and related payroll taxes	12,151
Increase (decrease) in accrued w/c insurance	7,163

CASH FLOW FROM OPERATING ACTIVITIES	<u>242,718</u>
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CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of property and equipment	<u>(241,040)</u>
------------------------------------	------------------

CASH FLOWS FROM FINANCING ACTIVITIES

Proceeds from long term debt financing	186,279
Repayments of Long-Term Debt	(186,329)
Dividends	<u>(50,000)</u>

CASH FLOWS FROM FINANCING ACTIVITIES	<u>(50,050)</u>
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CASH JANUARY 1, 2020	<u>174,034</u>
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CASH DECEMBER 31, 2020	<u>\$ 125,662</u>
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See accountant's review report.

See accompanying notes to financial statements.

FRANK M. WEISNER

Certified Public Accountant

202 E. Airport Dr., Suite 155

San Bernardino, CA 92408

(909) 381-0475

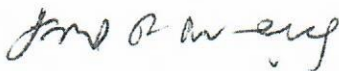
Fax (909) 884-5351

To the Board of Directors
Inland Empire Landscape, Inc.
San Bernardino, CA

I have reviewed the accompanying balance sheet of Inland Empire Landscape, Inc., (a corporation) as of December 31, 2020 and the related statements of income, retained earnings and cash flows for the year then ended, in accordance with standards established by the American Institute of Certified Public Accountants.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an examination in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, I do not express such an opinion.

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.



Frank M. Weisner
June 24, 2021

**INLAND EMPIRE LANDSCAPE, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

Note 1 -SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The company was incorporated April 6, 2006 in the State of California. The Company is engaged in landscape maintenance and construction.

Receivables

The Company provides an allowance for doubtful accounts for any receivable that is deemed to be uncollectible. All accounts are considered collectible as of December 31, 2020.

Property and equipment

Property and equipment are recorded at cost. Depreciation is computed using both the Straight line method of depreciation. The estimated useful lives of depreciable assets are:

	<u>ESTIMATED USEFUL LIVES</u>
Office furniture and equipment	5-7 years
Autos and trucks	5 years
Machinery and equipment	5-7 years
Leasehold improvements	40 years

Expenditures for major renewals and betterment that extend the useful lives of property and equipment are capitalized.

Expenditures for maintenance and repairs are charged to expense as incurred.

Federal Income Tax

The Company with the consent of its shareholders', elected for the year ended December 31, 2020, to be taxed under the provisions of subchapter S of the Internal Revenue code, which provides that, in lieu of corporation income taxes, the shareholders' are taxed on the Company's taxable income. Therefore, no provision or liability for Federal income taxes are reflected in these financial statements.

See accountant's review report.

INLAND EMPIRE LANDSCAPE, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020

Recognition of contract revenue

The Company recognizes contract revenue using the percentage-of-completion method. Under this method the percentage of contract revenue to be recognized currently is computed as that percentage of estimated total revenue that incurred costs to date bear to total estimated cost, after giving effect to the most recent estimate of costs to complete. Revisions in cost and revenue estimates are reflected in the period in which the facts that require the revision become known. When revised cost estimates indicate a loss on an individual contract, the total estimated loss is provided for currently in its entirety without regard to the percentage-of-completion

Note 2 – PROPERTY AND EQUIPMENT

Property and equipment are summarized by major classification as follows:

Office furniture and equipment	\$ 2,434
Autos and trucks	1,044,635
Machinery and equipment	763,622
Leasehold improvements	<u>7,450</u>
	1,818,141
Less accumulated depreciation	<u>1,143,715</u>
	<u>\$ 674,426</u>

Depreciation expense totaled \$ 210,366 for the year ended December 31, 2020.

Note 3 – LONG-TERM DEBT

Long-term debt is comprised of the following:

Note payable - Ford Motor Credit due in monthly installments of \$ 790 with no interest through August 2021 collateralized by a 2016 Ford Super Duty F-350	6,315
Note payable - Toyota Motor Credit due in monthly installments of \$ 500 with interest at 4.15% through January 2022 collateralized by a 2017 Toyota Tacoma	5,848
Note payable - Ford Motor Credit due in monthly installments of \$ 766 with no interest through August 2021 collateralized by a 2015 Ford F-350	6,238
Note payable - Wells Fargo Equipment Finance due in monthly installments of \$ 568 with no interest through April 2023 collateralized by Kobelco Mini excavator	16,474

See accountant's review report.

**INLAND EMPIRE LANDSCAPE, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

Note payable - CNN Capital due in monthly installments of \$ 1,067 with no interest through December 2023 collateralized by a C227 compact track loader	8,537
Note payable - Ally due in monthly installments of \$ 775 with interest at 3.9% through August 2023 secured by a 2018 Dodge Ram 2500	23,366
Note payable - Ford Credit due in monthly installment of 793 with interest at 3% through August 2023 secured by a 2018 Dodge Ram 2500	24,747
Note payable – Wells Fargo Bank in monthly installments of \$ 506 with interest at 4.15% through March 2024 secured by A 2019 Dodge Ram 1500	14,191
Note payable – Wells Fargo Bank in monthly installments of \$ 744 with interest at 4.99% through March 2024 secured by a 2018 Dodge Ram 3500	25,945
Note payable – Ally in monthly installments of \$ 744 with Interest at 4.99% secured by a 2018 Dodge Ram 3500	25,248
Note payable – Ford Motor Credit due in monthly Installments of \$ 570 with no interest through February 2024 secured by a 2018 Ford F-150	22,271
Note payable – Wells Fargo Bank due in monthly Installments of \$ 441 with interest at 4.15% through March 2025 Secured By a 2019 Dodge Ram 1500	19,668
Note payable – Well Fargo bank due in monthly Installments of \$ 501 with no interest through February 2024 secured by a 2019 Dodge Ram 1500	17,105
Note payable – WU Auto due in monthly installments of \$ 765 with interest at 5.29% through November 2024 secured by a 2019 Dodge Ram 3500	29,745

See accountant's review report.

INLAND EMPIRE LANDSCAPE, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020

Note payable – CNH Capital due in monthly installments Of \$ 1,192 with no interest through December 11, 2023 Secured by a Holland Skid Steer and attachments	35,992
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Note payable – Toro Exmark Commercial due in monthly Installments of \$ 1,135 with no interest through August 2022 Secured by equipment	19,186
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Note payable – CNH Capital due in monthly installments Of \$ 1,402 with interest at 4.25% through November 2025 Secured by a Holland Skid Steer Loader	74,563
--	--------

Note payable – BNP Paribas due in Monthly installments Of \$ 1,879 with interest at 3.78% through November 2024 Secured by 2 Yanmar Excavators	81,967
--	--------

Less Current Maturities	457,406
	157,553
	\$ 299,853

Note 4 - LINE OF CREDIT

Inland Empire Landscape, Inc. has a line of credit line of \$ 300,000 with Bank of America collateralized by all company assets with interest at the bank's reference rate plus 3%. As of December 31, 20120 the amount used against this credit line was \$ 268,000.

Note 5 – COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Costs incurred on uncompleted contracts	\$ 2,015,858
Estimated earnings	150,876
	2,166,734
Less billings to date	2,144,065
	\$ 22,669

See accountant's review report.



Addendum Acknowledgement

Please find the attached addendum acknowledgement.



CITY OF EASTVALE

ADDENDA ACKNOWLEDGEMENT REQUEST FOR PROPOSALS FOR THE

LIMONITE AVENUE INTERCHANGE MAINTENANCE SERVICES

Proposer shall signify receipt of all addenda (if any) here:

Addendum(s) No. 2


Respectfully submitted,

Inland Empire Landscape, Inc.

Company Name

Joel Ibarra

Proposer's Legal Name


Proposer's Legal Signature

President

Title

(909)473-9066

Telephone Number

9/20/2021

Date

City of Jurupa Valley

STAFF REPORT

DATE: OCTOBER 21, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

SUBJECT: AGENDA ITEM NO. 14.E

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

RECOMMENDATION

- 1) That the City Council adopt Resolution No. 2021-85, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING A REVISED AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CALFIRE) FOR THE FISCAL YEAR 2021-22 LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION REIMBURSEMENT AGREEMENT, REPLACING THE AGREEMENT APPROVED BY THE CITY COUNCIL ON MAY 6, 2021

BACKGROUND

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

On May 6, 2021, the City Council approved an agreement with CALFIRE for wildland protection services from July 1, 2021 through July 2, 2022 (Attachment A). The agreement included 6,243 acres designated as wildland. This proposed revised Agreement replaces the May 6, 2021 City Council approved agreement and increases the coverage area by 806 acres.

On May 24, 2021, a significant wildland fire occurred along the Santa Ana River in Jurupa Valley. The initial forty-three acres of the fire were not included in the Wildland Protection Agreement, but were a threat to the City of Jurupa Valley and the City of Riverside. Battling winds and delays due to access gave the fire time to grow before the firefighters could control the fire. Evacuation orders were implemented for east of Downey, west of Van Buren, south of Limonite, and north of the Santa Ana River.

The incident Commander requested twenty additional fire engines, four bulldozers, two crews, one air attack, two tankers, four helicopters, and support staff. Commercial and residential buildings were threatened (No building sustained any damage). Fortunately, the fire was lessened by the support of the aircraft followed up by bulldozers and ground troops. The fire was fully contained on Wednesday, May 26, 2021 at 115 acres affecting the multiple jurisdictions of Jurupa Valley, Jurupa Valley Wildland Protection Agreement Area, Riverside County, and City of Riverside.

ANALYSIS

Wildland fires within the City are frequent and are considered one of the highest natural disaster risks the City faces. Because the City is located in an extremely dry and wind prone area, it is not uncommon for fires to grow beyond the capacity of resources assigned to protect the City. When a wildland fire grows in size beyond the ability and capability of local resources, assistance is requested from CALFIRE to provide wildland engine companies, inmate hand crews, bulldozers, and aircraft. Without an agreement for protection of wildlands within an LRA between the City and the State of California, these additional resources are considered “assistance-by-hire” and the City is liable for the cost from the time of dispatch.

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

Following the May 24, 2021 fire, CALFIRE staff began a detailed assessment of the entire City of Jurupa Valley wildland area included in the Wildland Protection Agreement and areas of risk that were not part of the May 6, 2021 Agreement. An increase of 806 acres of protected area, for a new total of 7,049 acres, is recommended and included in the revised Agreement. The cost of the additional 806 acres is \$30,288.96 and is already included in the Fiscal Year 2021-22 budget adopted by the City Council. A new Agreement, replacing the original agreement, is now necessary to increase the area that is protected.

The updated map includes the southern border of the City between Van Buren and the 15 Freeway, just north of the City of Riverside boundary in the River Bottom (Attachment C). During the CALFIRE assessment process, areas that are no longer considered

wildland areas, because of recent housing developments, were also removed. The net additional area covered by the amendment is 806 acres for a new total of 7,049 acres of protected area.

CONCLUSION

Staff recommends approval of the revised Agreement and authorization for the City Manager to execute the revised Agreement for one year, July 1, 2021 - June 30, 2022.

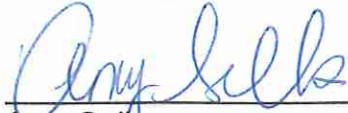
FINANCIAL IMPACT

There is no new fiscal impact. As part of the Fiscal Year 2021-22 budget adoption process, the City Council appropriated \$234,608 for the original Agreement and \$31,000 for additional wildland protection. The cost of the additional recommended 806 acres is \$30,288.96.

ALTERNATIVES

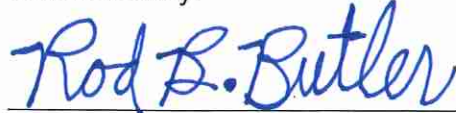
1. **The recommended action:** Approve the revised Agreement with the California Department of Forestry and Fire Protection (CALFIRE) for services from July 1, 2021 through June 30, 2022 for fire protection services within the local responsibility areas within the City, and that the City Council authorize the City Manager to execute the revised Local Responsibility Area Wildland Protection Reimbursement Agreement with CALFIRE.
2. Decide not to approve the revised Agreement, which will result in the City being responsible for the full cost of response by CALFIRE to any wildland fires in the additional 806 acres, which are outside of the areas recognized in the previously adopted Local Responsibility Area Wildland Protection Reimbursement Agreement with CALFIRE.

Prepared by:



Amy Sells
Principal Management Analyst

Submitted by:



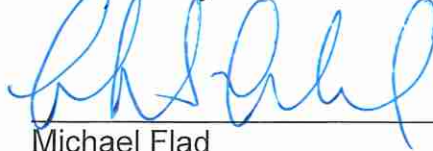
Rod B. Butler
City Manager

Reviewed by:



Connie Cardenas
Director of Administrative Services

Reviewed by:



Michael Flad
Assistant City Manager

Reviewed by:



Peter M. Thorson
City Attorney

ATTACHMENTS

- A. Resolution No. 2021-85
- B. May 6, 2021 Staff Report and Wildland Protection Reimbursement Agreement
- C. Map of revised Wildland Contract Area (Including additional 805 acres)
- D. Revised LRA Wildland Protection Reimbursement Agreement

RESOLUTION NO. 2021-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY APPROVING THE A REVISED AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CALFIRE) FOR THE FISCAL YEAR 2021-22 LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION REIMBURSEMENT AGREEMENT, REPLACING THE AGREEMENT APPROVED BY THE CITY COUNCIL ON MAY 6, 2021

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

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

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

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 21st 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, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2021-85 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 21st day of October, 2021 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 21st day of October, 2021.

Victoria Wasko, City Clerk
City of Jurupa Valley

City of Jurupa Valley

STAFF REPORT

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

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

RECOMMENDATION

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

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

BACKGROUND

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

ANALYSIS

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

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

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

CONCLUSION

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

FINANCIAL IMPACT

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

ALTERNATIVES

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

Prepared by:



Michael Flad
Assistant City Manager

Reviewed by:



Connie Cardenas
Administrative Services Director

Submitted by:



Rod B. Butler
City Manager

Reviewed by:



Peter M. Thorson
City Attorney

Attachments:

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

RESOLUTION NO. 2021-30

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

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

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

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

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

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

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

Lorena Barajas
Mayor

ATTEST:

Victoria Wasko, CMC
City Clerk

CERTIFICATION

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

I, Victoria Wasko, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2021-30 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 6th day of May, 2021 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 6th day of May, 2021.

Victoria Wasko, City Clerk
City of Jurupa Valley

STATE OF CALIFORNIA
COOPERATIVE FIRE PROGRAMS
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION
REIMBURSEMENT AGREEMENT
LG-W REV 11/2020

AGREEMENT NUMBER **3CA05352**

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Jurupa Valley

2. The term of this Agreement is: July 1, 2021 through June 30, 2022

3. The maximum amount of this Agreement is: \$ 234,607.91
Two hundred thirty four thousand six hundred seven dollars and ninety-one cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	2 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C* – General Terms and Conditions; DGS GTC Version: 04/2017	0 pages
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	1 pages
Exhibit E – Additional Provisions	12 pages

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this Agreement as if attached hereto.

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

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

LOCAL AGENCY

LOCAL AGENCY'S NAME

City of Jurupa Valley

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Rod Butler-City Manager

ADDRESS

8930 Limonite Ave. Jurupa Valley CA 92509

STATE OF CALIFORNIA

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Chris Anthony, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

*California Department of General
Services Use Only*

EXHIBIT A

COOPERATIVE FIRE PROGRAMS

AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA

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

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

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

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

Send an additional copy of all correspondence to:

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

2. AUTHORIZATION

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

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

3. SCOPE OF WORK

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

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

4. SERVICES BY STATE

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

5. ADMINISTRATION

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

6. MUTUAL AID

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

7. ENTIRE AGREEMENT

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

EXHIBIT B

BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION

1. Invoicing and Payment:

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

2. Budget Contingency Clause

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

Contractor Name: City of Jurupa Valley

Contract No: **3CA05352**

- 5 -

- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Cancellation

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

2. Audit

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

3. Operating Plan

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

4. Extension of Agreement

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

5. Modification

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

6. Indemnification

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

EXHIBIT E
ADDITIONAL PROVISIONS

Attachments

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

Contract Name: City of JurupaValley

Contract #: 3CA05352

Page #:

8

LOCAL RESPONSIBILITY AREA (LRA) WILDLAND PROTECTION REIMBURSEMENT AGREEMENT

Program Cost Account (PCA #) 39013

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

AGREEMENT COST CALCULATIONS:

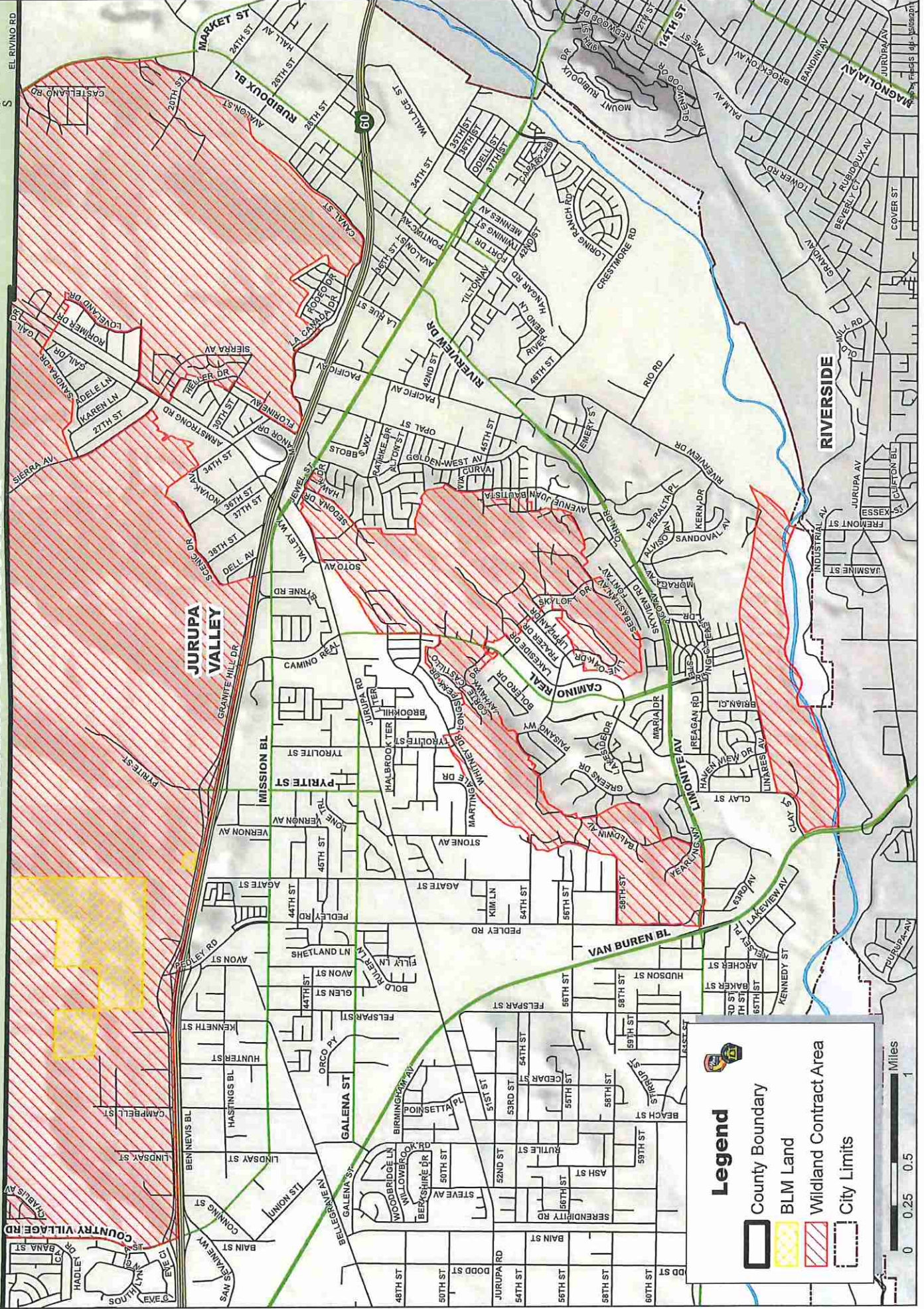
Number of Acres 6243

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





Comments Section:

0

City of Jurupa Valley Wildland Contract Area



Legend

-  County Boundary
-  BLM Land
-  Wildland Contract Area
-  City Limits





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

OPERATING PLAN

Table of Contents

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2. Authority.....	12
3. Purpose.....	12
4. Definitions & Restrictions.....	12
5. Procedures.....	12-14
6. Administration.....	14
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APPENDIX

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

OPERATING PLAN

1. OVERVIEW

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

2. AUTHORITY

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

3. PURPOSE

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

4. DEFINITIONS AND RESTRICTIONS

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

5. PROCEDURES

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

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

6. ADMINISTRATION

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

7. FIRE PREVENTION

A. POLICY

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

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

B. RESPONSIBILITY

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

C. EXISTING AND PROJECTED DEMAND

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

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

D. OBJECTIVES

The primary objective of the fire prevention plan is the reduction of fire suppression expenditures and damages from human-caused fires. The secondary objective is a current and comprehensive public education program for fire safety awareness and code enforcement.

E. RECOMMENDED ACTIONS

Both agencies will actively pursue public awareness programs through the following:

1. Public Education
 - a. School programs, ages K-12
 - b. Roadside sign program
 - c. Timely newspaper articles concerning fire awareness
 - d. Attendance at various local events which lend themselves to fire prevention displays.

2. Code Enforcement

- a. Active PRC 4291 home inspection program in target areas.
- b. Enforcement of the Fire Safe Ordinances as they apply to construction in watershed areas. CAL FIRE will take an advisory role with the CITY Fire Marshal within the areas of the AGREEMENT.

F. FUEL MODIFICATION

Both agencies will continue to encourage individual property owners and property owner associations to establish and maintain a healthy fuel complex through the following:

1. Prescribed burning through available programs.
2. Forest practice inspections.
3. Fuel modification using mechanized systems, fire crews, and local resources.
4. Biomass programs to control stems per acre, and remove dead and down materials.

G. BURNING PERMITS

Burning permits will be required in the city limits consistent with those guidelines established in adjacent areas. This will provide consistency in the burn hours and any controls needed for the overall program.

1. Burning Permit Issuance

The CITY has the responsibility of issuing burn permits within the city limits and the area of the AGREEMENT. Both agencies will agree to and establish burn permit guidelines by April 1 of each year. The guidelines will follow those established by CAL FIRE to ensure consistency in the burn programs in both the CITY and areas adjacent to CAL FIRE.

2. Suspension of Permit Procedures

The suspension of burning permits in the area of the AGREEMENT will be directly related to the burning permit suspension procedures outside the area of the AGREEMENT to ensure area-wide consistency. Suspensions will be based on input from CAL FIRE and CITY.

H. MONITORING AND EVALUATION

Periodic monitoring and evaluation of the PLAN will provide the opportunity to make orderly and timely amendments and revisions of the PLAN. Monitoring will determine if the:

1. PLAN is being followed.
2. PLAN objectives are being met.
3. PLAN is achieving desired results.

8. APPROVAL:

This PLAN is approved and authorized as Exhibit B Attachment 3 of the AGREEMENT between CAL FIRE and CITY:

FOR CAL FIRE:

California Department of Forestry

Riverside Unit
210 W. San Jacinto Ave
Perris, CA 92570

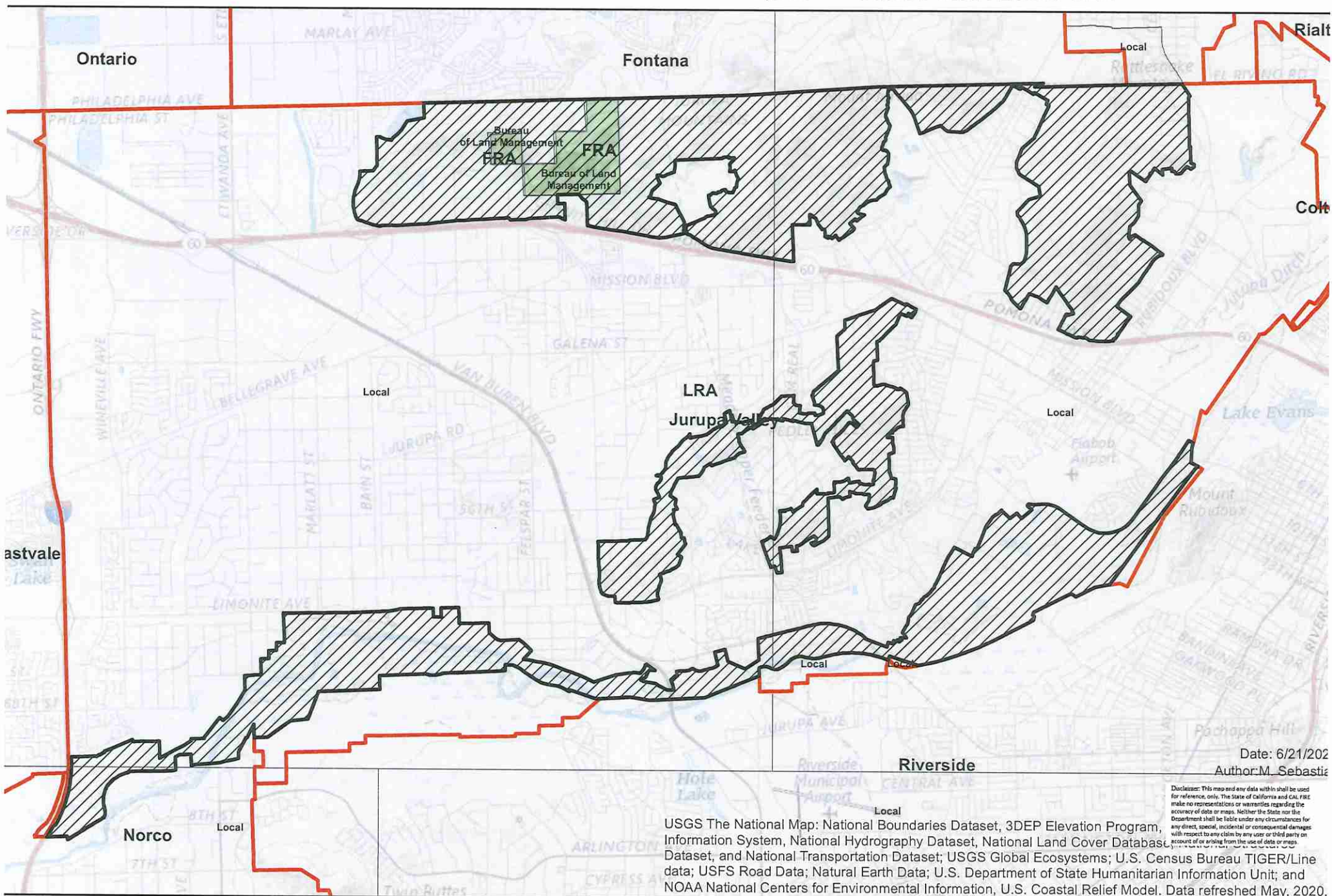
FOR CITY:

City of Jurupa Valley,

Address: 8930 Limonite Avenue
Jurupa Valley, CA 92509

Bill Weiser, Unit Chief

Rod Butler, City Manager



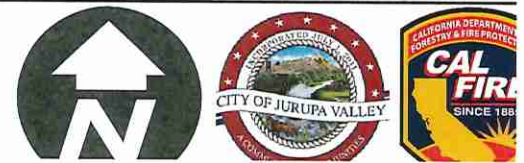
Date: 6/21/2022

Author: M. Sebastia

USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Information System, National Hydrography Dataset, National Land Cover Database, Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model. Data refreshed May, 2020.

- A 2020 DPA AGENCY**
- FRA
 - CDF DPA
 - LRA
 - LOCAL DPA
 - SRA
 - USFS DPA

Wildland Protection Agreement City of Jurupa Valley



STATE OF CALIFORNIA
COOPERATIVE FIRE PROGRAMS
LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION
REIMBURSEMENT AGREEMENT

LG-W REV 11/2020

AGREEMENT NUMBER 3CA05352

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Jurupa Valley

2. The term of this Agreement is: July 1, 2021 through June 30, 2022

3. The maximum amount of this Agreement is: \$ 264,896.87
Two hundred sixty four thousand eight hundred ninety six dollars and eighty seven cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	2 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C* – General Terms and Conditions; DGS GTC Version: 04/2017	0 pages
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	1 pages
Exhibit E – Additional Provisions	11 pages

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this Agreement as if attached hereto.
General Terms and Conditions can be viewed at: <http://www.dgs.ca.gov/ols>

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

LOCAL AGENCY

LOCAL AGENCY'S NAME
City of Jurupa Valley

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Rod Butler-City Manager

ADDRESS
8930 Limonite Ave. Jurupa Valley CA 92509

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Chris Anthony, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

California Department of General
Services Use Only

Contractor Name: City of Jurupa Valley

Contract No: 3CA05352

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EXHIBIT A

COOPERATIVE FIRE PROGRAMS

AGREEMENT FOR PROTECTION OF WILDLANDS WITHIN LOCAL AGENCY RESPONSIBILITY AREA

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

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

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

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

Send an additional copy of all correspondence to:

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

2. AUTHORIZATION

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

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

3. SCOPE OF WORK

LOCAL AGENCY has the responsibility for protection of life, property, and wildland areas comprising 7049 acres of land as indicated on the map included under Exhibit E and desires to contract with the STATE to provide wildland fire protection to said area.

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

4. SERVICES BY STATE

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

5. ADMINISTRATION

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

6. MUTUAL AID

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

7. ENTIRE AGREEMENT

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

EXHIBIT B

BUDGET DETAIL, INVOICING, PAYMENT AND RECONCILIATION

1. Invoicing and Payment:

- A. LOCAL AGENCY shall pay STATE for providing said protection at the rate of \$33.55 per acre, plus an 12.01% administrative charge for a total of \$264,896.87 upon presentation of an invoice by STATE. The rate per acre and administrative charge will be calculated by STATE prior to January 1, of each year and annually thereafter, for the succeeding fiscal year subject to approval by LOCAL AGENCY. This Agreement shall be amended each fiscal year to reflect new rates.
- B. STATE shall provide thirty (30) day written notice to LOCAL AGENCY of the cost per acre and the administrative charge to be assessed for each subsequent fiscal year during the term of this Agreement; LOCAL AGENCY shall have thirty (30) days to approve said rate; if written approval is not received by STATE within said period, STATE's obligations hereunder shall terminate; LOCAL AGENCY shall be liable for all amounts due up to and including the date of such termination.
- C. To minimize the need for reconciliation payment is expected in full after the LOCAL AGENCY receives the STATE invoice. Payments made by the LOCAL AGENCY will cover the protection rate per acre and the administrative charge for the protection services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

2. Budget Contingency Clause

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

Contractor Name: City of Jurupa Valley

Contract No: 3CA05352

- 5 -

- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

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

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

EXHIBIT E

ADDITIONAL PROVISIONS

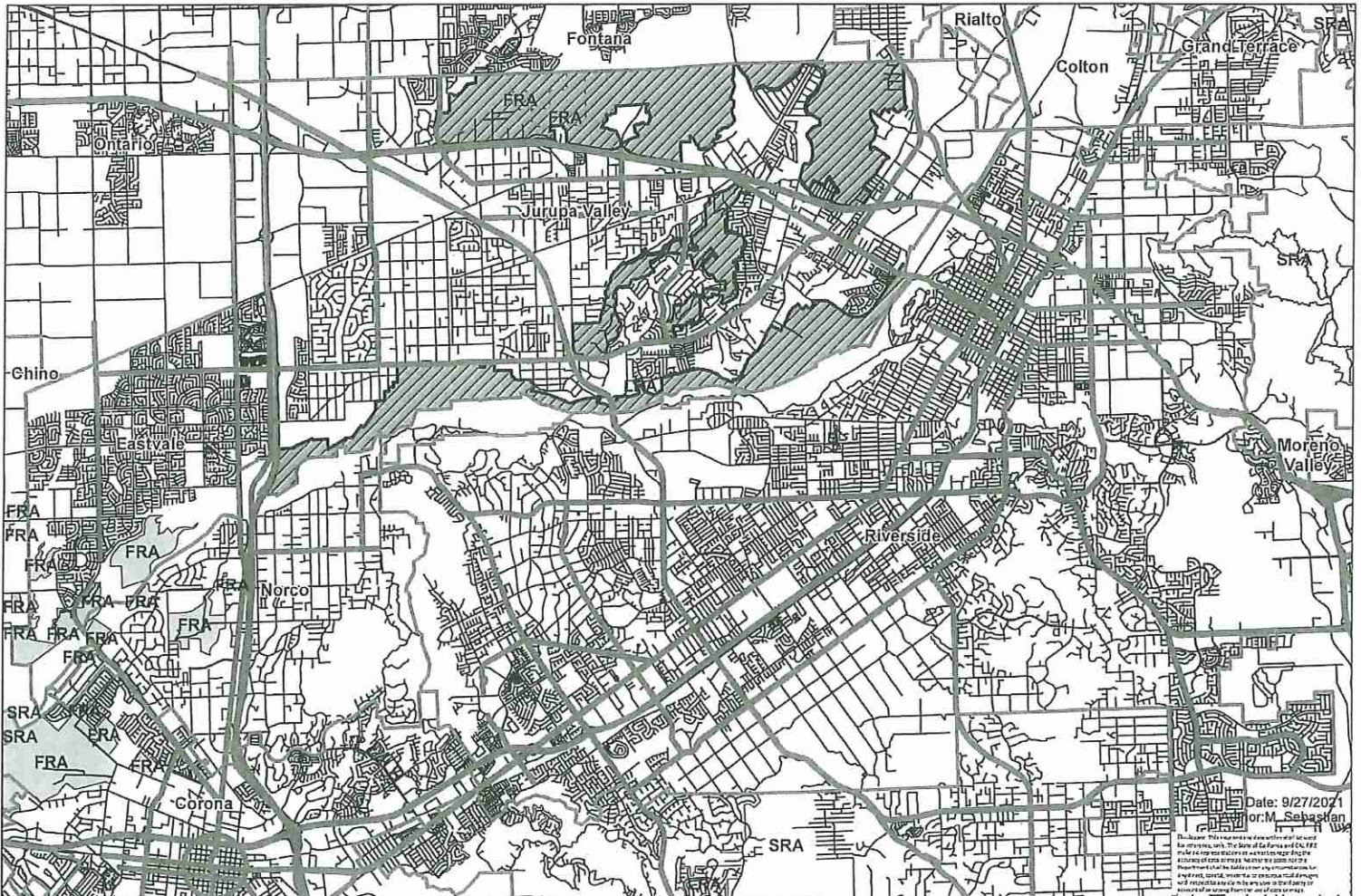
Attachments

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

Contract Number: 3CA05352RRU

Contract Acres: 7049

Fiscal Year: 2021/2022



Date: 9/27/2021
Prepared by: M. Sebastian

JurupaValley_WPA_2021

SRA 2021

FRA

LRA

SRA

Wildland Protection Agreement City of Jurupa Valley

0 1.25 2.5 5 Miles



Contract Name: City of JurupaValley

Contract #: 3CA05352

Page #:

LOCAL RESPONSIBILITY AREA (LRA) WILDLAND PROTECTION REIMBURSEMENT AGREEMENT

Program Cost Account (PCA #) 39013

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

AGREEMENT COST CALCULATIONS:

Number of Acres 7049

General Fund Reimbursement	\$ 12.49	\$ 88,042.01
Unit Budget	\$ 21.06	\$ 148,451.94
Sub-Total		\$ 236,493.95
Admin Rate	12.01%	\$ 28,402.92
Total Protection Cost		\$ 264,896.87

Comments Section:

0

STD 215 (Rev. 05/2017)

AMENDMENT NUMBER

2. FEDERAL I.D. NUMBER

5. AGENCY BILLING CODE
013028

6c. PHONE NUMBER
(916) 654-6833

PRIOR AGREEMENT NUMBER
3CA04807

Page 1 of 4

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 05/2017)

OPTIONAL USE

AGREEMENT NUMBER

3CA05352

AMENDMENT NUMBER

AMOUNT ENCUMBERED BY THIS DOCUMENT

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

TOTAL AMOUNT ENCUMBERED TO DATE

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

ACCOUNTING OFFICER'S SIGNATURE

ACCOUNTING OFFICER'S NAME (Print or Type)

DATE SIGNED

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	7/1/21	6/30/22	\$264,896.87	EXEMPT
Amendment 1				
Amendment 2				
TOTAL			\$264,896.87	

13. BIDDING METHOD USED

☐ Request for Proposal (RFP) (Attach justification if secondary method is used)

☐ Use of Master Service Agreement

☐ Invitation for Bid (IFB)

☐ Exempt from Bidding (Give authority for exempt status)

☐ Sole Source Contract (Attach STD. 821)

☒ Other (Explain) Reimbursement

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

Not Applicable. This is a reimbursement agreement with a local agency.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.

☐ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

☐ By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE

SIGNER'S NAME (Print or Type)

DATE SIGNED

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?

☐ No ☐ Yes ☒ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

☐ No ☐ Yes ☒ N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?

☐ None on file ☐ No ☐ Yes ☒ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. Contractor Certification Clauses

B. STD 204 Vendor Data Record

☐ No ☐ Yes ☒ N/A

☐ No ☐ Yes ☒ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ No ☒ Yes ☐ N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?

☒ No ☐ Yes

SB/DVBE Certification Number:

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

☒ No (Explain below) ☐ Yes _____ % of Agreement

Local government agreements are exempt from DVBE requirements per SCM Section 8.12 D.

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 05/2017)

AGREEMENT NUMBER

3CA05352

AMENDMENT NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME
LONGER THAN THREE YEARS?

☒ No

☐ Yes (If Yes, provide justification below)

This is an ongoing fire protection agreement in which CAL FIRE provides services to and is reimbursed by a local agency. Local agency has control over the approval based on fiscal and board restraints; this includes an extension clause to enable CAL FIRE to provide continuous, uninterrupted protection to local agency.

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE

NAME/TITLE (Print or Type)

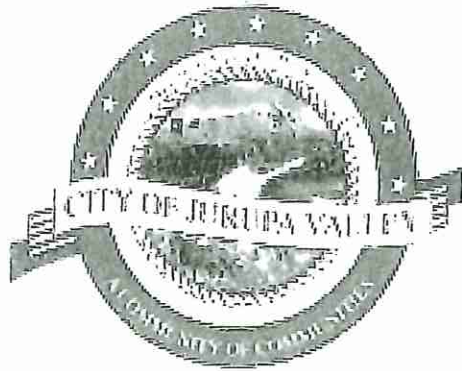
DATE SIGNED

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE(Print or Type)	DATE SIGNED	
PHONE NUMBER	STREET ADDRESS		
EMAIL	CITY	STATE	ZIP



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

OPERATING PLAN

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OPERATING PLAN

1. OVERVIEW

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

2. AUTHORITY

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

3. PURPOSE

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

4. DEFINITIONS AND RESTRICTIONS

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

5. PROCEDURES

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

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

6. ADMINISTRATION

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

7. FIRE PREVENTION

A. POLICY

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

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

B. RESPONSIBILITY

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

C. EXISTING AND PROJECTED DEMAND

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

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

D. OBJECTIVES

The primary objective of the fire prevention plan is the reduction of fire suppression expenditures and damages from human-caused fires. The secondary objective is a current and comprehensive public education program for fire safety awareness and code enforcement.

E. RECOMMENDED ACTIONS

Both agencies will actively pursue public awareness programs through the following:

1. Public Education
 - a. School programs, ages K-12
 - b. Roadside sign program
 - c. Timely newspaper articles concerning fire awareness
 - d. Attendance at various local events which lend themselves to fire prevention displays.

2. Code Enforcement

- a. Active PRC 4291 home inspection program in target areas.
- b. Enforcement of the Fire Safe Ordinances as they apply to construction in watershed areas. CAL FIRE will take an advisory role with the CITY Fire Marshal within the areas of the AGREEMENT.

F. FUEL MODIFICATION

Both agencies will continue to encourage individual property owners and property owner associations to establish and maintain a healthy fuel complex through the following:

1. Prescribed burning through available programs.
2. Forest practice inspections.
3. Fuel modification using mechanized systems, fire crews, and local resources.
4. Biomass programs to control stems per acre, and remove dead and down materials.

G. BURNING PERMITS

Burning permits will be required in the city limits consistent with those guidelines established in adjacent areas. This will provide consistency in the burn hours and any controls needed for the overall program.

1. Burning Permit Issuance

The CITY has the responsibility of issuing burn permits within the city limits and the area of the AGREEMENT. Both agencies will agree to and establish burn permit guidelines by April 1 of each year. The guidelines will follow those established by CAL FIRE to ensure consistency in the burn programs in both the CITY and areas adjacent to CAL FIRE.

2. Suspension of Permit Procedures

The suspension of burning permits in the area of the AGREEMENT will be directly related to the burning permit suspension procedures outside the area of the AGREEMENT to ensure area-wide consistency. Suspensions will be based on input from CAL FIRE and CITY.

H. MONITORING AND EVALUATION

Periodic monitoring and evaluation of the PLAN will provide the opportunity to make orderly and timely amendments and revisions of the PLAN. Monitoring will determine if the:

1. PLAN is being followed.
2. PLAN objectives are being met.
3. PLAN is achieving desired results.

8. APPROVAL:

This PLAN is approved and authorized as Exhibit B Attachment 3 of the AGREEMENT between CAL FIRE and CITY:

FOR CAL FIRE:

California Department of Forestry

Riverside Unit
210 W. San Jacinto Ave
Perris, CA 92570

FOR CITY:

City of Jurupa Valley,

Address: 8930 Limonite Avenue
Jurupa Valley, CA 92509

Bill Weiser, Unit Chief



Rod Butler, City Manager

City of Jurupa Valley

STAFF REPORT

DATE: OCTOBER 21, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

BY: PAUL TOOR, PUBLIC WORKS DIRECTOR/CITY ENGINEER

SUBJECT: AGENDA ITEM NO. 14.F

RESOLUTION OF CONSIDERATION TO ALTER THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS); GENERALLY LOCATED AT THE SOUTHWEST CORNER OF LIMONITE AVENUE AND DOWNEY STREET, TR36822

RECOMMENDATION

- 1) That the City Council adopt Resolution No. 2021-86, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACTING AS LEGISLATIVE BODY OF THE CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS), TO CONSIDER ALTERATIONS TO THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

BACKGROUND

On May 7, 2020, the City Council adopted Resolution No. 2020-24 forming CFD No. 2019-001 (Paradise Knolls). The CFD boundary includes the area within the Paradise Knolls Specific Plan, TR36822, and set up a Special Tax A to cover the overall Specific Plan operation and maintenance of improvements and Special Tax B to cover each Specific Plan Planning Area's (PA) operation and maintenance costs of public improvements. Attachment A includes the cost associated with CFD No. 2019-001, approved Rate and Method of Apportionment.

The State legislature enacted the Mello-Roos Act of 1982 (the "Act") to assist public agencies in financing certain public services and allows for modification to the Rates and Method of Apportionment (RMA).

The land owners within the Paradise Knolls Specific Plan area, Richmond American Homes of Maryland, Inc., Paradise Jurupa, LLC., and Equity Three Properties, LLC., requested that the City revise the scope of services established in CFD No. 2019-001 (Paradise Knolls) to cover the costs associated with the maintenance of public improvements within the Open Space area (PA6).

The Open Space area will include approximately 15 acres of open space for public passive recreational use, including picnic tables and a walking trail.

ANALYSIS

Approval of the attached Resolution is required under the Act to alter the original RMA for CFD No. 2019-001. The attached Resolution declares the City Council's intention to alter the original RMA for CFD No. 2019-001 and sets the time and place for a hearing on the changes. The attached Resolution is the initial step to alter the RMA pursuant to the procedures prescribed by the Act, which include holding a public hearing and submitting the RMA alterations for CFD No. 2019-001 to the landowners at a special election to be conducted by mailed ballot.

The proposed alterations will not modify the Maximum Special Tax B, which is based on the Planning Area, and will remain as follows for base Fiscal Year 2021-2022:

	TAX B 1 PA1	TAX B 2 PA2	TAX B 3 PA3	TAX B 4 PA4	TAX B 5 PA5
SFR (D/U)	\$478.30	\$71.30	\$0	\$721.70	\$248.70
MFR (AC)	\$478.30	\$71.30	\$0	\$721.70	\$248.70
Non-Residential (AC)	\$2,380.40	\$2,048.70	\$0	\$964.40	\$1,761.60

The proposed alterations will modify Special Tax, A which covers common areas and spaces in the following amounts:

	TAX A Approved	TAX A Proposed
SFR (D/U)	\$ 306.60	\$ 698.00
MFR (AC)	\$ 306.60	\$ 698.00
Non-Residential (AC)	\$ 2,816.20	\$ 4,664.00

These rates will increase based on the percentage increase in the Consumer Price Index, for Riverside-San Bernardino-Ontario area, with a maximum annual increase of 6% and a minimum annual increase of 2% of the Maximum Special Tax in effect in the previous fiscal year.

A public hearing on this matter will take place on December 2, 2021 or as soon thereafter and at that time the Council will hear any testimony concerning the proposed modification, call the election, hold the election, and adopt a resolution approving the alteration.

OTHER INFORMATION

- On May 7, 2020, the City Council approved the formation of CFD No. 2019-001 Paradise Knolls, Resolution No. 2020-24.

FINANCIAL IMPACT

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

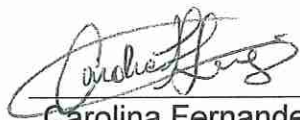
The property owner posted a deposit with its application to form the CFD in order to cover City costs incurred in connection with the formation. Approval of this resolution does not in any way commit the City to any financial contribution or liability by the CFD. The City's cost to administer the CFD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

ALTERNATIVES

1. Take no action.
2. Provide staff with further direction.

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

Prepared by:



Carolina Fernandez
Assistant Engineer

Reviewed by:



Connie Cardenas
Director of Administrative Services

Approved as to Form:



Peter M. Thorson
City Attorney

Reviewed by:



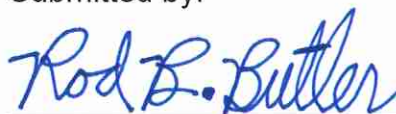
Paul Toor
Director of Public Works/City Engineer

Reviewed by:



Michael Flad
Assistant City Manager

Submitted by:



Rod B. Butler
City Manager

Attachments:

- 1) Approved Rate and Method of Apportionment
- 2) Resolution No. 2021-86

RESOLUTION NO. 2021-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACTING AS LEGISLATIVE BODY OF THE CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS), TO CONSIDER ALTERATIONS TO THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

WHEREAS, the City Council (the “City Council”) of the City of Jurupa Valley, California (the “City”), conducted proceedings in accordance with the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the California Government Code (the “Act”), for the establishment of the Jurupa Valley Community Facilities District No. 2019-001 (Paradise Knolls) (the “District”); and

WHEREAS, on May 7, 2020, the City Council established the District pursuant to its Resolution No. 2020-24 (the “Resolution of Formation”); and

WHEREAS, the Resolution of Formation specified a rate and method of apportionment of special taxes for the special taxes to be levied on property within the District (the “RMA”); and

WHEREAS, on the same date and in accordance with the Act, the City duly held an election within the District whereby the levy of special taxes by the District on property within the District in accordance with the RMA was duly approved by at least two-thirds of the votes cast by the qualified electors of the District; and

WHEREAS, in accordance with the Act, upon a determination by the City Council that the requisite two-thirds of the votes cast by the qualified electors of the District were in favor of levying special taxes in accordance with the RMA, a Notice of Special Tax Lien with respect to the District was duly recorded in the Official Records of the Riverside County Recorder on [date], as Document No. [number]; and

WHEREAS, in accordance with the Act and Section 3114.5 of the California Streets and Highways Code, the RMA was included in the Original Notice of Special Tax Lien as Appendix A thereto; and

WHEREAS, Section 53331 of the Act provides that, if the City Council, acting as legislative body of the District, determines that public convenience and necessity require a change in the types of authorized services which should be financed by the District or that the rate or method of apportionment of a special tax should be changed, the City Council may adopt a resolution of consideration in the form specified by the Act; and

WHEREAS, the City has caused to be prepared a proposed “Amended and Restated Rate and Method of Apportionment of Special Tax - Community Facilities District No. 2019-001 (Paradise Knolls) (the “Amended and Restated RMA”), which is set forth in Exhibit “A” attached hereto and is incorporated herein by reference.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, ACTING AS LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS) OF THE CITY OF JURUPA VALLEY, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. The above recitals, and each of them, are true and correct.

Section 2. Findings. The City Council hereby determines and finds that public convenience and necessity require that the RMA should be changed.

Section 3. Name of Area. The name of the area to which this Resolution and the proposed amendment applies is Jurupa Valley Community Facilities District No. 2019-001 (Paradise Knolls).

Section 4. Territory Included in the Area. The territory included in the District is as shown on the boundary map of the District, recorded in Book [] of the County of Riverside, at page [], in the County Recorder's Office as Document No. [number] on [date], which map is hereby incorporated by reference.

Section 5. Changes in Services. The proposed changes in services are marked and reflected in the proposed Amended and Restated RMA set forth in Exhibit "A" attached hereto.

Section 6. Proposed Alteration to Rate and Method of Apportionment of Special Taxes. The alterations proposed to be made to the RMA are marked and reflected in the proposed Amended and Restated RMA set forth in Exhibit "A" attached hereto.

Section 7. Public Hearing A public hearing (the "Hearing") will be held by the City Council at 7:00 p.m., or as soon thereafter as possible, on Thursday, December 2, 2021, at the City of Jurupa Valley City Council Chamber, 8930 Limonite Avenue, Jurupa Valley, CA 92509, to consider and determine whether to submit the question of altering the rate and method of apportionment of special tax for the District as described in Section 5 and Section 6 of this Resolution to the qualified electors of the District.

Section 8. Published Notice. The City Clerk is hereby directed to publish a notice (the "Notice") of the Hearing pursuant to Section 6061 of the California Government Code in a newspaper of general circulation published in the District. Such Notice shall be substantially in the form specified in Section 53335 of the Act. Publication of the Notice shall be completed at least 7 days prior to the date of the Hearing.

Section 9. Mailed Notice. The City Clerk is hereby directed to send a copy of the Notice of the Hearing by first-class mail, postage prepaid, to each registered voter and to each landowner within the District as shown on the last equalized assessment roll. Mailing of the Notice shall be completed at least 15 days prior to the Hearing.

Section 10. Voting. At the conclusion of the Hearing, should the City Council determine to submit the question of altering the rate and method of apportionment of special tax for the District to the qualified electors of the District, the proposed voting procedure at the election will be a landowner vote with each landowner who is the owner of record of land within the District

at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the District not exempt from the special tax. Ballots for the special election may be distributed by mail with return postage prepaid or by personal service.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 21st 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, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2021-85 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 21st day of October, 2021 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 21st day of October, 2021.

Victoria Wasko, City Clerk
City of Jurupa Valley

EXHIBIT “A”

**PROPOSED AMENDED AND RESTATED
RATE AND METHOD OF APPORTIONMENT**

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR
COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS)
OF THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

A Special Tax (all capitalized terms are defined in Section A., "Definitions, below) shall be applicable to each Parcel of Taxable Property located within the boundaries of Community Facilities District No. 2019-001 (Paradise Knolls). The amount of Special Tax to be levied on a Parcel in each Fiscal Year, commencing in Fiscal Year 2021-2022, shall be determined by the City Council of the City of Jurupa Valley, acting in its capacity as the legislative body of the CFD by applying the appropriate Special Tax as set forth in Sections B., C., and D., below. All of the real property within the CFD, unless exempted by law or by the provisions of Section E. below, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of a Parcel as indicated on the most recent Assessor's Parcel Map, or if the land area is not shown on the Assessor's Parcel Map, the land area shown on the applicable Final Map, condominium plan, or other recorded County map or the land area calculated to the reasonable satisfaction of the Administrator using the boundaries set forth on such map or plan. The square footage of a Parcel is equal to the Acreage of such Parcel multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means all actual or reasonably estimated costs and expenses of the CFD that are chargeable or allocable to carry out its duties as the Administrator of the CFD as allowed by the Act, which shall include without limitation, all costs and expenses arising out of or resulting from the annual levy and collection of the Special Tax (whether by the City or designee thereof or both), any litigation or appeal involving the CFD, and other administrative expenses of the City or designee thereof, or both, directly related to the CFD. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD for attorney's fees and other costs related to commencing and pursuing to completion any foreclosure as a result of delinquent Special Taxes.

"Administrator" means an official of the City, or designee thereof, responsible for determining the annual amount of the levy and collection of the Special Taxes.

"Approved Property" means all Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) that have not been issued a Building Permit prior to the April 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Assessor” means the Assessor of the County.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating Parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means the number assigned to a lot or Parcel for purposes of identification as determined from an Assessor Parcel Map or the applicable assessment roll.

“Base Year” means the Fiscal Year ending June 30, 2022.

“Boundary Map” means a recorded map of the CFD which indicates by a boundary line the extent of the territory identified to be subject to the levy of Special Taxes.

“Building Permit” means the first legal document issued by a local agency giving official permission for new construction. For purposes of this definition, “Building Permit” shall not include any subsequent Building Permits issued or changed after the first issuance.

“CFD” means Community Facilities District No. 2019-001 (Paradise Knolls) of the City of Jurupa Valley.

“City” means the City of Jurupa Valley, California

“Consumer Price Index” means the Consumer Price Index published by the U.S. Bureau of Labor Statistic for “All Urban Consumers” in the Riverside-San Bernardino-Ontario Area, measured as of the month of April in the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the Administrator that is reasonably comparable to the Consumer Price Index for the Riverside-San Bernardino-Ontario Area.

“Council” means the City Council of the City acting as the legislative body of the CFD.

“County” means the County of Riverside, California.

“Developed Property” means all Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit for new construction has been issued prior to April 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Dwelling Unit” or “(D/U)” means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator.

“Exempt Property” means any Parcel which is exempt from Special Taxes pursuant to Section E., below.

“Final Map” means a subdivision of property by recordation of an Assessor’s Parcel Map or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) or recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which Building Permits may be issued without further subdivision.

“Fiscal Year” means the 12 month period starting on July 1 of any calendar year and ending the following June 30.

“Land Use Class” means any of the classes listed in Table 1 of Section C. below.

“Maximum Special Tax” means the Maximum Special Tax A or the Maximum Special Tax B.

“Maximum Special Tax A” means for each Parcel in each Fiscal Year, the greatest amount of Special Tax A, determined in accordance with Section C, below, which may be levied on such Parcel in such Fiscal Year.

“Maximum Special Tax B” means for each Parcel in each Fiscal Year, the greatest amount of Special Tax, determined in accordance with Section C., below, which may be levied on such Parcel in such Fiscal Year.

“Minimum Taxable Acreage” means for each Zone, the applicable Acreage listed in Table 5 of Section E.

“Multifamily Residential Property” means all Parcels of Developed Property that consists of a building or buildings comprised of attached Dwelling Units available for rental by the general public, not for sale to an end user, and under common management.

“Non-Residential Property” means all Parcels of Developed Property for which a Building Permit was issued, permitting the construction of one or more non-residential structures.

“Parcel(s)” means a lot or parcel within the CFD shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number valid as of July 1st for the Fiscal Year for which the Special Tax is being levied.

“Property Owner’s Association Property” means all Parcels which have been conveyed, dedicated to, or irrevocably offered for dedication to a property owner association, including any master or sub-association, prior to April 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Proportionately” means for Parcels of Taxable Property that are (i) Developed Property, that the ratio of the actual Special Tax levy to Maximum Special Tax is the same for all Parcels of Developed Property, (ii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property, and (iii) Undeveloped Property, Public Property or Property Owner’s

Association Property, that the ratios of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is the same for all Parcels of Undeveloped Property, Public Property and Property Owner's Association Property.

"Public Property" means all Parcels which, as of April 1st preceding the Fiscal Year in which the Special Tax is being levied, are (i) used for rights-of-way or any other purpose and is owned by, dedicated to, or irrevocably offered for dedication to the federal government, the State, the County, City or any other public agency, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"Residential Property" means all Parcels of Developed Property for which a Building Permit has been issued permitting the construction of one or more residential Dwelling Units.

"Single Family Property" means all Parcels of Residential Property, other than Multifamily Residential Property.

"Special Tax(es)" means the Special Tax A or Special Tax B to be levied in each Fiscal Year on each Parcel of Taxable Property in accordance with Section D.

"Special Tax A" means the special tax to be levied in each Fiscal Year on each Parcel of Taxable Property in accordance with Section D.1 to fund the Special Tax A Requirement.

"Special Tax A Requirement" means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Special Tax A Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax A Reserve Fund in an amount equal to the lesser of (a) 20% of the Special Tax A Reserve Fund Requirement or (b) the amount needed to fund the Special Tax A Reserve Fund up to the Special Tax A Reserve Fund Requirement, (iii) pay Administrative Expenses; (iv) pay for the actual or anticipated shortfall due to Special Tax A delinquencies in the current or prior Fiscal Year; and (v) less a credit for funds available to reduce the annual Special Tax A levy as determined by the Administrator.

"Special Tax A Reserve Fund" means a fund to be used for capital replacement and maintenance costs related to the Special Tax A Services.

"Special Tax A Reserve Fund Requirement" means an amount up to 150% of the anticipated annual cost of Special Tax A Services of \$207,465.06 for the Base Year. The Special Tax A Reserve Fund Requirement shall be increased annually, commencing July 1, 2022, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the amount in effect in the previous Fiscal Year.

"Special Tax A Services" means: (i) Streetlights maintenance including energy charges, operation, maintenance, and administrative costs of streetlights located on

Limonite Avenue, Downey Street, Beach Street, Rancho Jurupa Drive, and Equestrian Way and identified on the City approved streetlight plans for the Paradise Knolls master plan development; (ii) the maintenance of landscape and all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, sidewalks, multi-purpose trail, equestrian trail, trail fences, entry monuments, lights, electricity, and related repair, replacement and inspection on Limonite Avenue, Downey Street, Beach Street, Rancho Jurupa Drive, and Equestrian Way and as identified on the City approved CFD Plans for the Paradise Knolls master plan development and CFD maintenance exhibit; (iii) The maintenance, administration and inspections of stormwater facilities and BMPs including open space area drains, catch basins, open space areas, and any other NPDES/WQMP/BMP related devices as identified on the CFD maintenance exhibit; (iv) litter and graffiti removal on soundwalls and other amenities, plus normal painting as required within CFD boundaries on Limonite Avenue, Downey Street, Beach Street, Rancho Jurupa Drive, and Equestrian Way; and (v) all other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement.

Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services.

“Special Tax B” means the special tax to be levied in each Fiscal Year on each Parcel of Taxable Property in accordance with Section D. 2, and D.3, and D.4, according to the Zone in which the Parcel is located.

“Special Tax B Reserve Fund” means a separate fund for each Zone to be used for capital replacement and maintenance costs related to the Special Tax B Services.

“Special Tax B Reserve Fund Requirement” means an amount equal to the Base Year amount of \$51,177.30 for Zone 1, \$21,388.00 for Zone 2, \$0 for Zone 3, \$4,330.10 for Zone 4, and \$61,673.00 for Zone 5. The Special Tax B Reserve Fund Requirement for each Zone shall be increased annually, commencing July 1, 2022, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the amount in effect in the previous Fiscal Year.

“Special Tax B Services” means services as described for each Zone below

“State” means the State of California.

“Taxable Property” means all Parcels within the boundary of the CFD pursuant to the Boundary Map which are not exempt from the Special Tax pursuant to Section E., below.

“Taxable Unit” means either a Dwelling Unit or an Acre, as shown in Table 1.

“Undeveloped Property” means all Parcels of Taxable Property not classified as Developed Property, Approved Property, Public Property or Property Owner's Association Property.

“Zone” means Zone 1, Zone 2, Zone 3, Zone 4 or Zone 5.

“Zone 1” means all the Parcels located within the area identified as Zone 1 on Exhibit A to this Rate and Method of Apportionment.

“Zone 1 Services” means: (i) The maintenance of streetlights including operation, energy charges, maintenance, and administrative costs of streetlights specifically identified on the City approved streetlight plans for the subdivision known as TR 36823 (Planning Area 1 of the Paradise Knolls Specific Plan); (ii) the maintenance of landscape, including streetscape, slopes, and open space areas. The landscape maintenance may include, but is not limited to, all landscaping materials such as turf, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, electricity, and related repair/replacement and inspection; and as identified on the CFD landscape plans for the subdivision known as TR 36823 (Planning Area 1 of the Paradise Knolls Specific Plan). The maintenance may include, but is not limited to all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, streetlights, electricity, repair/replacement and inspection. Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services; (iii) all other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement.

“Zone 1 Special Tax B Requirement” means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Zone 1 Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax B Reserve Fund in an amount equal to the lesser of (a) 20% of the Special Tax B Reserve Fund Requirement applicable to Zone 1 or (b) the amount needed to fund the Special Tax B Reserve Fund up to the Special Tax B Reserve Fund Requirement applicable to Zone 1, (iii) pay for the actual or anticipated shortfall due to Zone 1 Special Tax B delinquencies in the current or prior Fiscal Year; and (iv) less a credit for funds available to reduce the annual Special Tax B levy for Zone 1 as determined by the Administrator.

“Zone 2” means all the Parcels located within the area identified as Zone 2 on Exhibit A to this Rate and Method of Apportionment.

“Zone 2 Services” means: (i) The maintenance of streetlights including operation, energy charges, maintenance, and administrative costs of streetlights specifically identified on the City approved streetlight plans for Planning Area 2 of the Paradise Knolls Specific Plan; (ii) the maintenance of landscape, including streetscape, slopes, and open space areas. The landscape maintenance may include, but is not limited to, all landscaping materials such as turf, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, electricity, and related repair/replacement and inspection; and as identified on the CFD landscape plans for the area identified as Planning Area 2 on the Paradise Knolls Specific Plan. The maintenance may include, but is not limited to all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, streetlights, electricity, repair/replacement and inspection. Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services; (iii) all other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement.

“Zone 2 Special Tax B Requirement” means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Zone 2 Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax B Reserve Fund in an amount equal to the lesser of (a) 20% of the Special Tax B Reserve Fund Requirement applicable to Zone 2 or (b) the amount needed to fund the Special Tax B Reserve Fund up to the Special Tax B Reserve Fund Requirement applicable to Zone 2, (iii) pay for the actual or anticipated shortfall due to Zone 2 Special Tax B delinquencies in the current or prior Fiscal Year; and (iv) less a credit for funds available to reduce the annual Special Tax B levy for Zone 2 as determined by the Administrator.

“Zone 3” means all the Parcels located within the area identified as Zone 3 on Exhibit A to this Rate and Method of Apportionment.

“Zone 3 Services” means improvements within Planning Area 3 on the Paradise Knolls Specific Plan installed within dedicated public right-of-way. As of the date of this document, no public facilities and/or improvements are expected to be installed within Planning Area 3 and, therefore, no services are identified as part of Zone 3 Services.

“Zone 3 Special Tax B Requirement” means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Zone 3 Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax B Reserve Fund in an amount equal to the lesser of (a) 20% of the Special Tax B Reserve Fund Requirement applicable to Zone 3 or (b) the amount needed to fund the Special Tax B Reserve Fund up to the Special Tax B Reserve Fund Requirement applicable to Zone 3, (iii) pay for the actual or anticipated shortfall due to Zone 3 Special Tax B delinquencies in the current or prior Fiscal Year; and (iv) less a credit for funds available to reduce the annual Special Tax B

levy for Zone 3 as determined by the Administrator. As of the date of this document, the expected cost is \$0.

“Zone 4” means all the Parcels located within the area identified as Zone 4 on Exhibit A to this Rate and Method of Apportionment.

“Zone 4 Services” means: (i) The maintenance of streetlights including operation, energy charges, maintenance, and administrative costs of streetlights specifically identified on the City approved streetlight plans for the subdivision known as Planning Area 4 on the Paradise Knolls Specific Plan; (ii) the maintenance of landscape, including streetscape, slopes, and open space areas. The landscape maintenance may include, but is not limited to, all landscaping materials such as turf, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, electricity, and related repair/replacement and inspection; and as identified on the CFD landscape plans for the area identified as Planning Area 4 on the Paradise Knolls Specific Plan. The maintenance may include, but is not limited to all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, streetlights, electricity, repair/replacement and inspection. Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services; (iii) all other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement.

“Zone 4 Special Tax B Requirement” means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Zone 4 Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax B Reserve Fund in an amount equal to the lesser of (a) 20% of the Special Tax B Reserve Fund Requirement applicable to Zone 4 or (b) the amount needed to fund the Special Tax B Reserve Fund up to the Special Tax B Reserve Fund Requirement applicable to Zone 4, (iii) pay for the actual or anticipated shortfall due to Zone 4 Special Tax B delinquencies in the current or prior Fiscal Year; and (iv) less a credit for funds available to reduce the annual Special Tax B levy for Zone 4 as determined by the Administrator.

“Zone 5” means all the Parcels located within the area identified as Zone 5 on Exhibit A to this Rate and Method of Apportionment.

“Zone 5 Services” means: (i) The maintenance of streetlights including operation, energy charges, maintenance, and administrative costs of streetlights specifically identified on the City approved streetlight plans for the subdivision known as Planning Area 5 on the Paradise Knolls Specific Plan; (ii) the maintenance of landscape, including streetscape, slopes, and open space areas. The landscape maintenance may include, but is not limited to, all landscaping materials such as turf, shrub, trees, plants,

irrigation and drainage systems, weed control and other abatements, electricity, and related repair/replacement and inspection; and as identified on the CFD landscape plans for the area identified as Planning Area 5 on the Paradise Knolls Specific Plan. The maintenance may include, but is not limited to all landscaping materials such as turf, ground cover, shrub, trees, plants, irrigation and drainage systems, weed control and other abatements, streetlights, electricity, repair/replacement and inspection. Inspection is inclusive of scheduling, travel time, visual inspection process and procedures, GPS location recording, reporting by device, annual reporting, visual inspection for functionality, vegetated as designed, irrigation is complete and in working order, noting any of the following: any deficiencies, erosion, trash, silt, sediment, structural deficiencies. Maintenance is inclusive of repair or replacing any of the items noted as deficient or needing to be corrected to not be deficient. Administration is inclusive of quality assurance and control of inspection and maintenance, general contract administration, including phone calls and procurement of goods and services; (iii) all other services necessary or useful for, or in connection with, the authorized services listed above, including, but not limited to, building a reserve fund for replacement.

“Zone 5 Special Tax B Requirement” means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Zone 5 Services for such Fiscal Year as determined by the City; (ii) fund the Special Tax B Reserve Fund in an amount equal to the lesser of (a) 20% of the Special Tax B Reserve Fund Requirement applicable to Zone 5 or (b) the amount needed to fund the Special Tax B Reserve Fund up to the Special Tax B Reserve Fund Requirement applicable to Zone 5, (iii) pay for the actual or anticipated shortfall due to Zone 5 Special Tax B delinquencies in the current or prior Fiscal Year; and (iv) less a credit for funds available to reduce the annual Special Tax B levy for Zone 5 as determined by the Administrator.

B. ASSIGNMENT TO LAND USE CLASS

Each Fiscal Year, commencing with Fiscal Year 2021-2022, all Parcels of Taxable Property shall be classified as either Developed Property, Approved Property, Undeveloped Property, Public Property or Property Owner's Association Property, and subject to the levy of Special Taxes in accordance with this Rate and Method of Apportionment as determined pursuant to Sections C. and D.

Parcels of Developed Property shall further be classified as Residential Property or Non-Residential Property. Parcels of Residential Property shall further be classified as Single Family Property or Multifamily Residential Property.

C. MAXIMUM SPECIAL TAX RATES

1. Developed Property

The Maximum Special Tax A and the Maximum Special Tax B that may be levied and escalated, as explained further in Section C.1. (a) below, in any Fiscal Year

for each Parcel classified as Developed Property shall be determined by reference to tables 1, 2, 3, 4, or 5 below according to the Zone in which the Parcel is located.

TABLE 1
Maximum Special Tax Rates for Developed
Property in Zone 1 for Fiscal Year 2021-2022

Land Use Class	Description	Taxable Unit	Maximum Special Tax A per Taxable Unit	Maximum Special Tax B per Taxable Unit
1	Single Family Residential Property	D/U	\$ 306.60	\$ 478.30
2	Multifamily Residential Property	D/U	\$ 306.60	\$ 478.30
3	Non-Residential Property	Acre	\$ 2,816.20	\$ 2,380.40

TABLE 2
Maximum Special Tax Rates for Developed
Property in Zone 2 for Fiscal Year 2021-2022

Land Use Class	Description	Taxable Unit	Maximum Special Tax A per Taxable Unit	Maximum Special Tax B per Taxable Unit
1	Single Family Residential Property	D/U	\$ 306.60	\$ 71.30
2	Multifamily Residential Property	D/U	\$ 306.60	\$ 71.30
3	Non-Residential Property	Acre	\$ 2,816.20	\$ 2,048.70

TABLE 3
Maximum Special Tax Rates for Developed
Property in Zone 3 for Fiscal Year 2021-2022

Land Use Class	Description	Taxable Unit	Maximum Special Tax A per Taxable Unit	Maximum Special Tax B per Taxable Unit
1	Single Family Residential Property	D/U	\$ 306.60	\$ 0
2	Multifamily Residential Property	D/U	\$ 306.60	\$ 0
3	Non-Residential Property	Acre	\$ 2,816.20	\$ 0

TABLE 4
Maximum Special Tax Rates for Developed
Property in Zone 4 for Fiscal Year 2021-2022

Land Use Class	Description	Taxable Unit	Maximum Special Tax A per Taxable Unit	Maximum Special Tax B per Taxable Unit
1	Single Family Residential Property	D/U	\$ 306.60	\$ 721.70
2	Multifamily Residential Property	D/U	\$ 306.60	\$ 721.70
3	Non-Residential Property	Acre	\$ 2,816.20	\$ 964.40

TABLE 5
Maximum Special Tax Rates for Developed
Property in Zone 5 for Fiscal Year 2021-2022

Land Use Class	Description	Taxable Unit	Maximum Special Tax A per Taxable Unit	Maximum Special Tax B per Taxable Unit
1	Single Family Residential Property	D/U	\$ 306.60	\$ 248.70
2	Multifamily Residential Property	D/U	\$ 306.60	\$ 248.70
3	Non-Residential Property	Acre	\$ 2,816.20	\$ 1,761.58

(a) Increase in the Maximum Special Tax

On each July 1, following the Base Year, the Maximum Special Tax, identified in Table 1, above, shall be increased annually, commencing July 1, 2022, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the Maximum Special Tax in effect in the previous Fiscal Year.

(b) Multiple Land Use Classes

In some instances, a Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax that may be levied on such Parcel shall be the sum of the Maximum Special Tax that can be levied for each Land Use Class located on that Parcel. For a Parcel that contains more than one Land Use Class, the Acreage of such Parcel shall be allocated to each type of property based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Parcel. The Administrator's allocation to each Land Use Class shall be final.

2. Approved Property

The Maximum Special Tax A for each Parcel of Approved Property shall be equal to the product of the applicable Undeveloped Property Maximum Special Tax A per Acre times the Acreage of such Parcel; provided, however, for a Parcel of Approved Property that is expected to become Single Family Property as reasonably determined by the Administrator based on the Final Map for such Parcel, the Maximum Special Tax A for such Parcel of Approved Property shall be calculated pursuant to Section C.1 as if such Parcel were already designated as Single Family Property.

The Maximum Special Tax B for each Parcel of Approved Property shall be equal to the product of the applicable Undeveloped Property Maximum Special Tax B per Acre times the Acreage of such Parcel; provided, however, for a Parcel of Approved Property that is expected to become Single Family Property as reasonably determined by the Administrator based on the Final Map for such Parcel, the Maximum Special Tax B for such Parcel of Approved Property shall be calculated pursuant to Section C.1 as if such Parcel were already designated as Single Family Property.

The Maximum Special Tax A and the Maximum Special Tax B shall be increased annually, commencing July 1, 2022, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the corresponding Maximum Special Tax in effect in the previous Fiscal Year.

3. Undeveloped Property

The Maximum Special Tax that may be levied and escalated for each Parcel classified as Undeveloped Property shall be:

TABLE 6
Maximum Special Tax for
Undeveloped Property for Fiscal Year 2021-2022

Zone	Maximum Special Tax A Per Acre	Maximum Special Tax B Per Acre
1	\$2,998.90	\$0
2	\$2,998.90	\$0
3	\$2,998.90	\$0
4	\$2,998.90	\$0
5	\$2,998.90	\$0

The Maximum Special Tax for Undeveloped Property shall be increased annually, commencing July 1, 2021, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the corresponding Maximum Special Tax in effect in the previous Fiscal Year.

4. Public Property and/or Property Owner's Association Property that is not Exempt Property pursuant to the provisions of Section E

The Maximum Special Tax A for each Parcel of Taxable Public Property and/or Property Owners Association Property shall be equal to the product of the applicable Undeveloped Property Maximum Special Tax A per Acre times the Acreage of such Parcel and shall be increased annually, commencing July 1, 2021, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the Maximum Special Tax A in effect in the previous Fiscal Year.

The Maximum Special Tax B for each Parcel of Taxable Public Property and/or Property Owners Association Property shall be equal to the product of the applicable Undeveloped Property Maximum Special Tax B per Acre times the Acreage of such Parcel and shall be increased annually, commencing July 1, 2021, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the Maximum Special Tax B in effect in the previous Fiscal Year.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

1. Special Tax A

Commencing with Fiscal Year 2021-2022 and for each following Fiscal Year, the Administrator shall levy the Special Tax A on all Taxable Property until the amount of Special Tax A equals the Special Tax A Requirement in accordance with the following steps:

First: The Special Tax A shall be levied Proportionately on each Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax A as needed to satisfy the Special Tax A Requirement;

Second: If additional moneys are needed to satisfy the Special Tax A Requirement after the first step has been completed, the Special Tax A shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax A for Approved Property. Notwithstanding, no Special Tax A shall be levied on Approved Property to fund items (ii) and (iii) of the Special Tax A Requirement;

Third: If additional moneys are needed to satisfy the Special Tax A Requirement after the first two steps have been completed, the Special Tax A shall be levied Proportionately on each Parcel of Undeveloped Property at up to 100% of the applicable Maximum Special Tax A for Undeveloped Property. Notwithstanding, no Special Tax A shall be levied on Undeveloped Property to fund items (ii) and (iii) of the Special Tax A Requirement;

Fourth: If additional moneys are needed to satisfy the Special Tax A Requirement after the first three steps have been completed, the Special Tax A shall be levied Proportionately on each Parcel of Taxable Property that is Public Property or Property Owner's Association Property at up to 100% of the applicable Maximum Special Tax A for such Parcel.

2. Special Tax B – Zone 1

Commencing with Fiscal Year 2021-2022 and for each following Fiscal Year, the Administrator shall levy the Special Tax B on all Taxable Property in Zone 1 until the amount of Special Tax B equals the Zone 1 Special Tax B Requirement in accordance with the following steps:

First: The Special Tax B shall be levied Proportionately on each Parcel of Developed Property within Zone 1 at up to 100% of the Maximum Special Tax B applicable to such Parcel as needed to satisfy the Zone 1 Special Tax B Requirement;

Second: If additional moneys are needed to satisfy the Zone 1 Special Tax B Requirement after the first step has been completed, the Special Tax B shall be levied Proportionately on each Parcel of Approved Property within Zone 1 at up to 100% of the Maximum Special Tax B applicable to such Parcel;

Third: If additional moneys are needed to satisfy the Zone 1 Special Tax B Requirement after the first two steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Undeveloped Property within Zone 1 at up to 100% of the Maximum Special Tax B applicable to such Parcel. Notwithstanding, no Special Tax B shall be levied on Undeveloped Property within Zone 1 to fund item (ii) of the Zone 1 Special Tax B Requirement;

Fourth: If additional moneys are needed to satisfy the Zone 1 Special Tax B Requirement after the first three steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Taxable Property within Zone 1 that is Public Property or Property Owner's Association Property at up to 100% of the Maximum Special Tax B applicable to such Parcel.

3. Special Tax B – Zone 2

Commencing with Fiscal Year 2021-2022 and for each following Fiscal Year, the Administrator shall levy the Special Tax B on all Taxable Property in Zone 2 until the amount of Special Tax B equals the Zone 2 Special Tax B Requirement in accordance with the following steps:

First: The Special Tax B shall be levied Proportionately on each Parcel of Developed Property within Zone 2 at up to 100% of the Maximum Special Tax B applicable to such Parcel as needed to satisfy the Zone 2 Special Tax B Requirement;

Second: If additional moneys are needed to satisfy the Zone 2 Special Tax B Requirement after the first step has been completed, the Special Tax B shall be levied Proportionately on each Parcel of Approved Property within Zone 2 at up to 100% of the Maximum Special Tax B applicable to such Parcel;

Third: If additional moneys are needed to satisfy the Zone 2 Special Tax B Requirement after the first two steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Undeveloped Property within Zone 2 at up to 100% of the Maximum Special Tax B applicable to such Parcel. Notwithstanding, no Special Tax B shall be levied on Undeveloped Property within Zone 2 to fund item (ii) of the Zone 2 Special Tax B Requirement;

Fourth: If additional moneys are needed to satisfy the Zone 2 Special Tax B Requirement after the first three steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Taxable Property within Zone 2 that is Public Property or Property Owner's Association Property at up to 100% of the Maximum Special Tax B applicable to such Parcel.

4. Special Tax B – Zone 3

Zone 3 is expected to be of commercial use with no public facilities within Planning Area 3 of the Paradise Knolls Specific Plan; therefore, Special Tax B for Zone 3 is expected to be \$0.

5. Special Tax B – Zone 4

Commencing with Fiscal Year 2021-2022 and for each following Fiscal Year, the Administrator shall levy the Special Tax B on all Taxable Property in Zone 4 until the amount of Special Tax B equals the Zone 4 Special Tax B Requirement in accordance with the following steps:

First: The Special Tax B shall be levied Proportionately on each Parcel of Developed Property within Zone 4 at up to 100% of the Maximum Special Tax B applicable to such Parcel as needed to satisfy the Zone 4 Special Tax B Requirement;

Second: If additional moneys are needed to satisfy the Zone 4 Special Tax B Requirement after the first step has been completed, the Special Tax B shall be levied Proportionately on each Parcel of Approved Property within Zone 4 at up to 100% of the Maximum Special Tax B applicable to such Parcel;

Third: If additional moneys are needed to satisfy the Zone 4 Special Tax B Requirement after the first two steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Undeveloped Property within Zone 4 at up to 100% of the Maximum Special Tax B applicable to such Parcel. Notwithstanding, no Special Tax B shall be levied on Undeveloped Property within Zone 4 to fund item (ii) of the Zone 4 Special Tax B Requirement;

Fourth: If additional moneys are needed to satisfy the Zone 4 Special Tax B Requirement after the first three steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Taxable Property within Zone 4 that is Public Property or Property Owner's Association Property at up to 100% of the Maximum Special Tax B applicable to such Parcel.

6. Special Tax B – Zone 5

Commencing with Fiscal Year 2021-2022 and for each following Fiscal Year, the Administrator shall levy the Special Tax B on all Taxable Property in Zone 5 until the amount of Special Tax B equals the Zone 5 Special Tax B Requirement in accordance with the following steps:

First: The Special Tax B shall be levied Proportionately on each Parcel of Developed Property within Zone 5 at up to 100% of the Maximum Special Tax B applicable to such Parcel as needed to satisfy the Zone 5 Special Tax B Requirement;

Second: If additional moneys are needed to satisfy the Zone 5 Special Tax B Requirement after the first step has been completed, the Special Tax B shall be levied Proportionately on each Parcel of Approved Property within Zone 5 at up to 100% of the Maximum Special Tax B applicable to such Parcel;

Third: If additional moneys are needed to satisfy the Zone 5 Special Tax B Requirement after the first two steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Undeveloped Property within Zone 5 at up to 100% of the Maximum Special Tax B applicable to such Parcel. Notwithstanding, no Special Tax B shall be levied on Undeveloped Property within Zone 5 to fund item (ii) of the Zone 5 Special Tax B Requirement;

Fourth: If additional moneys are needed to satisfy the Zone 5 Special Tax B Requirement after the first three steps have been completed, the Special Tax B shall be levied Proportionately on each Parcel of Taxable Property within Zone 5 that is Public Property or Property Owner's Association Property at up to 100% of the Maximum Special Tax B applicable to such Parcel.

Notwithstanding the above, under no circumstances will the Special Taxes levied in any Fiscal Year against any Parcel of Residential Property for which a Certificate of Occupancy has been issued be increased by more than ten percent (10%) as a result of a delinquency in the payment of the Special Tax applicable to any other Parcel above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default.

E. EXEMPTIONS

The CFD shall not levy Special Taxes on Public Property and Property Owner's Association Property within each Zone of the CFD, provided that the sum of all Taxable Acreage within the applicable Zone does not drop below the amounts shown in Table 5 below. Exempt Property status will be assigned by the Administrator in the chronological order in which Parcels becomes Public Property and/or Property Owner's Association Property. Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of all Taxable Property within a Zone to less than the Minimum Taxable Acreage for such Zone will continue to be classified as Taxable Property, and will continue to be subject to Special Taxes accordingly.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes and shall be subject to the same penalties, the same procedure, sale and lien priority in the case of delinquency; provided, however, that the Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD, and provided further that the CFD may covenant to foreclose and may actually foreclose on Parcels having delinquent Special Taxes as permitted by the Act.

G. APPEALS

Any taxpayer may file a written appeal of the Special Tax on his/her Parcel(s) with the Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes must be paid on or before the payment due date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The Administrator shall review the appeal, meet with the appellant if the Administrator deems necessary, and advise the appellant of its determination. If the Administrator agrees with the appellant, the Administrator shall grant a credit to eliminate or reduce future Special Taxes on the appellant's Parcel(s). No refunds of previously paid Special Taxes shall be made.

The Administrator shall interpret this Rate and Method of Apportionment and make determinations relative to the annual levy and administration of the Special Tax and any taxpayer who appeals, as herein specified.

H. TERM OF THE SPECIAL TAX

The Special Tax A and Special Tax B shall be levied annually in perpetuity unless terminated earlier by the City.

City of Jurupa Valley

STAFF REPORT

DATE: OCTOBER 21, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER
BY: VICTORIA WASKO, CMC, CITY CLERK

SUBJECT: AGENDA ITEM NO. 16.A

**PUBLIC HEARING TO RECEIVE INPUT FROM THE COMMUNITY
REGARDING THE REDRAWING OF ELECTION DISTRICT
BOUNDARIES**

RECOMMENDATION

It is recommended that the City Council: 1) receive a report from staff on the redistricting process and permissible criteria to be considered to redraw district boundaries; and 2) conduct a public hearing to receive public input on district boundaries.

SUMMARY

Every ten years, cities with by-district election systems must use new Census data to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures all districts have nearly equal population. The redistricting process for the City of Jurupa Valley must be completed by April 17, 2021.

The City adopted its current district boundaries on August 3, 2017, based on 2010 census data as required by law. The districts must now be redrawn using the 2020 census data and in compliance with the FAIR MAPS Act, which was adopted by the California legislature as AB 849 and took effect January 1, 2020.

Under the Act, the City Council shall draw and adopt boundaries using the following criteria in the listed order of priority (Elections Code 21601(c) for General Law cities / 21621(c) for Charter cities):

1. Comply with the federal requirements of equal population and the Voting Rights Act.
2. Geographically contiguous.
3. Undivided neighborhoods and “communities of interest” (socio-economic geographic areas that should be kept together).

4. Easily identifiable boundaries.
5. Compact (do not bypass one group of people to get to a more distant group of people).
6. Shall not favor or discriminate against a political party.

Once the prioritized criteria are met, other traditional districting principles can be considered, such as:

1. Minimize the number of voters delayed from voting from 2022 to 2024.
2. Respect voters' choices / continuity in office.
3. Future population growth.

By law, the City must hold at least four public hearings that enable community members to provide input on the drawing of district maps:

- At least one hearing must occur before the city or county draws draft maps.
- At least two hearings must happen after the drawing of draft maps.
- The fourth hearing can happen either before or after the drawing of draft maps.
- City or county staff or consultants may hold a public workshop instead of one of the required public redistricting hearings.

To increase the accessibility of these hearings, cities and counties must take the following steps:.

- At least one hearing must occur on a Saturday, Sunday, or after 6 p.m. on a weekday.
- If a redistricting hearing is consolidated with another local government meeting, the redistricting hearing portion must begin at a pre-designated time.
- Local public redistricting hearings should be made accessible to people with disabilities.

The purpose of this public hearing is to inform the public about the districting process and to hear from the community on what factors should be taken into consideration while creating district boundaries. The public is requested to provide input regarding communities of interest and other local factors that should be considered while drafting district maps. A *community of interest* under the relevant Elections Code for cities (Section 21601(c) / 21621(c)] is “a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation.”

Possible features defining community of interest might include, but are not limited to:

- A. School attendance areas;
- B. Natural dividing lines such as major roads, hills, or highways;
- C. Areas around parks and other neighborhood landmarks;
- D. Common issues, neighborhood activities, or legislative/election concerns; and

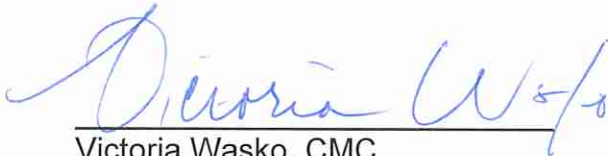
E. Shared demographic characteristics, such as:

- (1) Similar levels of income, education, or linguistic insolation;
- (2) Languages spoken at home; and
- (3) Single-family and multi-family housing unit areas.

Next Steps

On December 2, 2021, the City Council will conduct Public Hearing No. 2 to seek additional public input and provide direction on criteria to be considered while drafting district maps. Following that hearing, draft district maps and proposed election sequencing will be posted to the City's website and will be made available at City Hall.

Prepared by:



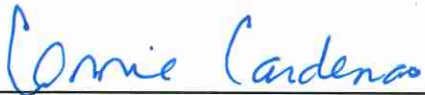
Victoria Wasko, CMC
City Clerk

Submitted by:



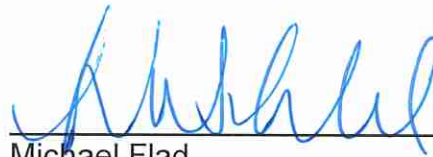
Rod B. Butler
City Manager

Reviewed by:



Connie Cardenas
Administrative Services Director

Reviewed by:



Michael Flad
Assistant City Manager

Reviewed by:



Peter M. Thorson
City Attorney

City of Jurupa Valley

STAFF REPORT

DATE: OCTOBER 21, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

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

SUBJECT: AGENDA ITEM NO. 16.B

PUBLIC HEARING TO CONSIDER ZONING CODE AMENDMENT NO. 21006 (ZCA21006) REVISING REGULATIONS OF SECTION 9.240.490 (ALCOHOLIC BEVERAGE SALES) AND ADDING AN ANNUAL ALCOHOL SALE REGULATORY FEE TO THE CITY OF JURUPA VALLEY COMMUNITY DEVELOPMENT DEPARTMENT FEE SCHEDULE

RECOMMENDATION

1. That the City Council conduct a first reading and introduce Ordinance No. 2021-21, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY REVISING THE JURUPA VALLEY MUNICIPAL CODE PERTAINING TO THE SALE OF ALCOHOLIC BEVERAGES AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER SECTION 15061 (B) (3) OF THE CEQA GUIDELINES

2. That the City Council adopt Resolution No. 2021-87, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING THE SCHEDULE OF PLANNING FEES TO ADD AN ALCOHOL SALES REGULATORY FEE TO THE CITY FEE SCHEDULE

BACKGROUND

At its meeting on November 19, 2020, the City Council initiated an action to revise the City's regulations pertaining to alcoholic beverage sales and provided direction to evaluate the applicability of the City of El Cajon's alcohol sales regulations.

On February 24, 2021, the Planning Commission conducted a study session and reviewed the significant features of the El Cajon ordinance. They recommended that the

City adopt a similar ordinance since it would strengthen the City's ability to regulate existing and proposed establishments and offer greater protection for the community from the potential negative effects of alcohol sales.

On September 22, 2021, the Planning Commission held a public hearing and received a presentation on the draft ordinance. After the public hearing closed, the Planning Commission made a recommendation on a 3-0-2 vote that the City Council approve the proposed ordinance and adopt an annual alcohol sale regulatory fee. The Planning Commission staff report and Resolution are attached to this report.

ANALYSIS

"On-Premises" and "Off-Premises"

There are two types of alcohol sales: "on-sale" and "off-sale."

The "on-sale" type refers to establishments that sell alcoholic beverages for "on-site" or "on-premises" consumption and includes businesses such as restaurants, bars, nightclubs, taverns, billiard and pool halls, country clubs and sports arenas. The terms "on-site" or "on-premises" are often used interchangeably with "on-sale" businesses.

The "off-sale" type of alcohol sales refers to establishments that sell alcoholic beverages for "off-site" or "off-premises" consumption. "Off-sale" businesses include establishments such as liquor stores, grocery stores, and convenience markets. The terms "off-site" or "off-premises" consumption are often interchangeably with the term "off-sale."

Existing Establishments in the City

To determine the extent of alcohol beverage sales in the community, maps have been prepared and are included with this report as Attachment 4. The maps demonstrate the number, location and concentration of both types of alcohol sales establishments. In addition, the maps show whether a census tract is deemed "over-concentrated," "at capacity" or "under capacity."

These categories are established by State law and include criteria used to establish the status of each tract based on population and the size of an area. For example, if a census tract is deemed "over concentrated, it has exceeded the number of establishments deemed appropriate by the State. A Determination of Public Convenience or Necessity must be issued by the City in order for another license to be issued by ABC for an over concentrated tract. If a tract is deemed "at capacity," the total recommended maximum number of allowed establishments has been met. If the tract is deemed "under capacity," the recommended maximum number of allowed licenses has not been met nor exceeded. Additional establishments can be considered and issued for these census tracts.

The following is a summary of the data presented on the maps:

1. On-sale Businesses (see Attachment 3 for Maps A-1, A-2, and A-3)

There is a total of 55 existing businesses with "on-sale" alcohol sales licenses in 23 census tracts in Jurupa Valley. Out of the 23 census tracts, 6 census tracts are overconcentrated with businesses that sell alcoholic beverages for consumption on-premises. One census tract is considered "at capacity," meaning no additional establishments should be allowed unless a Determination of Public Convenience

or Necessity (PCN) is made by the City. An additional 16 census tracts have a total remaining balance for 47 new on-sale licenses.

2. Off-sale Businesses (see Attachment 4 for Maps B-1, B-2, and B-3)

There is a total of 64 existing businesses with “off-sale” alcohol sales licenses in the 23 census tracts in Jurupa Valley. Out of the 23 census tracts, 13 are over-concentrated with businesses that sell alcoholic beverages for consumption off-premises. Five census tracts are considered at capacity, thereby, these five census tracts cannot have any more licenses unless a Determination of Public Convenience or Necessity is issued by the City. Another five census tracts are under capacity, which would allow for a total of 14 additional new off-sale licenses.

Importantly, it should be noted that more than half of the City’s census tracts are deemed “over-saturated” with establishments that sell alcohol for off-premises consumption.

Given the effectiveness of the City of El Cajon’s ordinance and the City Council’s desire to implement similar, if not stronger regulations, a draft ordinance has been prepared that includes 6 of the major components of El Cajon’s ordinance. The following is a summary of each major component:

1. Regulation of **ALL** Establishments that Sell Alcoholic Beverages. Jurupa Valley currently only regulates proposed/new establishments that sell alcoholic beverages for off-premises (off-sale) consumption. The new ordinance, however, will require a Conditional Use Permit (CUP) for any new business that sells alcoholic beverages (either for on-premises or off-premises consumption) in Jurupa Valley.

The existing and proposed regulations allow for certain exemptions from the CUP requirement. For example, large-scale grocery stores that exceed 12,000 square-feet of floor area would still be allowed to sell alcoholic beverages without obtaining a CUP. This exemption is included in the proposed Ordinance.

2. “Deemed Approved” Alcoholic Beverage Sales Regulations (Off-Sale). The new Ordinance includes a “Deemed Approved” process which has been replicated, in most part, from regulations adopted by the City of El Cajon. The “deemed approved” process will apply to existing, legally established off-sale businesses selling alcoholic beverages. With the “deemed approved” process, new regulations and performance standards will apply to existing establishments.

The “Deemed Approved” process establishes performance standards to ensure that legal nonconforming establishments, most of which do not have a CUP, do not adversely impact on the community. These standards will improve overall site conditions, alleviate blight, and increase protection to the community from problems associated with the sale of alcoholic beverages. The following bullet points highlight the major component of the “deemed approved” process:

- The “Deemed Approved Status” applies to the following establishments:

- Any permitted or conditionally permitted and legal nonconforming off-premises alcoholic beverage establishment lawfully operating on or before the effective date of the proposed Ordinance; or
 - Any alcoholic beverage establishments that were exempt from obtaining a CUP and that lawfully commences operations prior to, on, or after the adoption of the Ordinance.
- “Deemed approved” establishments will receive notice of their status and the required performance standards.
- The “deemed approved” enforcement process is initiated when Code Enforcement receives a complaint or when an application is submitted for a business registration.
- Each year when a business submits a business registration form (that includes the sale of alcoholic beverages for off-sale consumption), an annual inspection will be scheduled and performed to determine compliance with provisions of the ordinance.
- Code Enforcement investigates nature of a complaint (or when a business registration application is submitted and conducts an on-site inspection to determine compliance with performance standards. If the establishment is not in compliance, the Code Enforcement initiates the enforcement process (inclusive of violation notices and citations).
- If compliance is not achieved, or if the business owner contests the citation, a hearing will be conducted on the violation to determine whether the deemed approved use is in compliance with the performance standards. Based on this determination, the Planning Commission may suspend or revoke the “deemed approved” status or impose additional conditions on the establishment.
- If the “deemed approved” status is suspended or revoked, the establishment must obtain a CUP, and comply with operating and performance standards for “new” establishments, in order to continue to lawfully sell alcoholic beverages in the City. It will be considered a new, proposed establishment.
- If compliance is achieved through the Code Enforcement process, the establishment will be allowed to continue only if it remains in compliance with performance standards and pays the annual fee.
- The proposed Ordinance provides for investigative procedures for potential violations of performance standards by establishments with “deemed approved” status.
- If a notice of violation is provided to the operator / owner of the violation, and the City Manager has determined that the violation is not able to be corrected, presents a serious threat to public health or safety, or otherwise, warrants expedited action, the City Manager has authority to refer the matter to the Planning Commission. The Planning Commission would hold a hearing at which the deemed approved use’s status may be suspended, modified, or revoked.

3. Operational, Development and Performance Standards. Although the City currently has development standards for establishments that sell alcoholic beverages for off-premises consumption and for businesses that sell such beverages with motor vehicle fuel, it has been determined that additional and specific operating and performance standards are necessary to ensure consistent levels of public safety, aesthetics, and levels of service. The proposed operating and performance standards included in the Jurupa Valley code have been replicated, almost in their entirety, from the City of El Cajon Ordinance.

Importantly, operational standards will establish the following specific standards for new establishments:

- Limitation on Alcohol Beverage Containers: bottle/can size;
- Requirements of product display location(s);
- Provide adequate exterior lighting;
- Provide adequate training for all employees;
- Prohibition of advertising display on gasoline islands, drive-thrus, exterior of buildings, or within window areas;
- Required signage to inform customers (e.g. minimum age to purchase alcoholic beverages; no loitering or public drinking; and no open container of alcohol) and prohibits exterior advertising of alcoholic products, tobacco and paraphernalia, or similarly controlled products, as defined in Section 5.68.020 of this Code.
- Window Obstructions. Implement a limitation on window displays and entry doors. Allow a maximum of 15% of the window area or entry doors to be covered by signs, vending machines, or other objects of obstructions.

Other standards pertain to nuisance activities on-premises (or in close proximity to the site), on-going obligations to mitigate alcohol-related problems, procedures to address complaints, and the upkeep and operating requirements that promote the livability or appropriate development of abutting properties and the surrounding neighborhood.

New establishments will be subject to “Operating Standards” and “Development Standards.” Deemed approved uses, on the other hand, are subject to “Performance Standards” since they are legal nonconforming. Examples are presented in an Alcoholic Beverage Sales Process table on page 7.

4. Separation Requirements (On- & Off-Sale). The El Cajon Ordinance includes a separation requirement of 600 feet for new off-sale establishments from a residentially-zoned property and other sensitive uses. Since Jurupa Valley has identified an excess of “over concentrated” or census tracts, a one thousand (1,000) foot separation distance is recommended from residentially-zoned property and other sensitive uses. These separation requirements would apply to both on-sale and off-sale establishments. However, there are some recommended exceptions to the separation requirements for certain projects. For

instance, it may be desirable to concentrate certain uses together or at least allow some flexibility for certain types of development such as downtown areas, mixed-use projects, or entertainment and dining venues. The following are recommended exceptions to the separation distance requirement:

- a. A restaurant with an ancillary bar with less total square footage than the restaurant eating area;
 - b. An alcoholic beverage manufacturer, such as a craft brewery, with an ancillary tasting room or craft brewery with a full-service restaurant;
 - c. An alcoholic beverage sale establishment (both on-sale and off-sale) are proposed as part of a "Mixed-use Development";
 - d. An alcoholic beverage sale establishment (both on-sale and off-sale) are proposed as part of a new commercial project consisting of four (4) or more tenant spaces;
 - e. An alcoholic beverage sale establishment (both on-sale and off-sale) located within the boundaries of the "Pedley Town Center," "Glen Avon Town Center" or "Rubidoux Town Center" as delineated in the City of Jurupa Valley General Plan;
 - f. An alcohol beverage sales establishment for on-site consumption operating in conjunction with one of the following uses:
 - (i) sports arena or entertainment venue
 - (ii) veterans club, lodge halls, or other non-profit organization clubs
 - (iii) hotel or resort hotels
 - (iv) golf courses with standard length fairways
 - (v) country clubs
5. Conditional Use Permit Findings (On- & Off-Sale). The City of Jurupa Valley currently has conditional use permit findings in its Municipal Code, but the findings are not specific to establishments that sell alcoholic beverages. The existing findings are for the general welfare of the community and relating to minimizing impacts of a use. The City of El Cajon's established findings apply specifically to establishments that sell alcoholic beverages. It is recommended that the following findings be adopted and applied to both on-sale and off-sale establishments in addition to existing general CUP findings:
- i. *The proposed alcoholic beverage sales activity will not exacerbate existing problems in the neighborhood created by the sale of alcohol such as loitering, public drunkenness, sale of alcoholic beverages to minors, noise and littering.*
 - ii. *The proposed alcoholic beverage sales establishment will not detrimentally affect nearby neighborhoods considering the distance of the alcohol establishment to residential buildings, schools, parks, playgrounds or recreational areas, nonprofit youth facilities, places of worship, hospitals, alcohol or other drug abuse recovery or treatment facilities, county social service offices, or other alcoholic beverage sales activity establishments.*
 - iii. *The proposed establishment meets the locational requirements of Section 9.240.490(C)(4).*

- iv. *The location of the proposed establishment is not within a high crime area, which is determined by the Riverside County Sheriff's Department.*
- v. *The proposed establishment is located in a census tract with capacity for additional licenses unless a Determination of a Public Convenience or Necessity (PCN) will be issued with this Conditional Use Permit.*

6. Enforcement and Annual Fee. Currently, when the City receives a complaint from the general public of a potential code or condition of approval violation, the City's Code Enforcement Department is required to investigate the complaint. Upon confirmation of a violation, there is additional staff time and resources required to work with the operator/owner to resolve the matter. Staff time and resources are not presently covered by any deposit by the operator/owner. Furthermore, when circumstances involve a revocation process of an entitlement such as a CUP, additional City staff time and resources are impacted.

To adequately ensure that provisions of the Ordinance are enforced and our resources are covered, it is recommended that the City require an annual inspection for all off-site establishments (new per the ordinance and deemed approved status) that sell alcoholic beverages. To cover costs associated with the inspection, the City Council should adopt an annual fee. By approving the recommended actions in this report, the City will adopt an "annual alcohol sale regulatory fee" to cover the cost associated with the enforcement of conditions and applicable regulations for all off-sale establishments. Collection of the fee will occur when applications are submitted for annual business registrations.

The law requires a City to demonstrate that it will not be financially enriched (or profit) by collecting a fee. As such, a fee study is included with a separate Resolution attached to this report. The recommended annual fee will be \$251.52.

Determination of Public Convenience or Necessity (PCN)

The City has a process to make a Determination of PCN when there is a request to sell alcoholic beverages in an over concentrated census tract. As part of this Ordinance, it is recommended that one of the PCN development standards is updated to be consistent with the new recommended CUP finding. The following is the recommended revisions to the existing standard:

"If the location of the proposed ~~business-establishment~~ is within a high crime ~~rate area~~, which is ~~determined as Police Department by the Riverside County Sheriff's Department~~ calls for service to alcohol-related incidences for twenty (20) percent or greater as compared to the average number reported for the city as a whole."

Alcoholic Beverage Sales Process

A comparison between "deemed approved" establishments and the "new on-sale and off-sale" establishments is provided in the table below.

ALCOHOLIC BEVERAGE SALES PROCESS: COMPARISON OF NEW USES & DEEMED APPROVED USES			
	New “On-Sale” establishments	New “Off-Sale” establishments	Existing “Off-Sale” “Deemed Approved” establishments
Conditional Use Permit (CUP)	Required.	Required. CUP is required except when it is a (1) grocery store greater than 12,000 sf or (2) retailer with at least 10% minimum floor area dedicated to non-alcoholic sales and greater than 10,000 sf in size.	Not Required.
Business Registration	Required.	Required.	Required.
Annual Inspection	Not required.	Required. Inspections start upon business registration or renewal.	Required. Inspections start upon business registration or renewal.
Annual Alcohol Sale Regulatory Fee	None.	Yes (\$251.52 per year).	Yes (\$251.52 per year).
Separation Requirements (Modeled from EI Cajon’s Ord.)	Required but there are several exceptions such as restaurants with ancillary bars, breweries/wineries, mixed-use or mid- to large commercial projects, located in Town Centers, or other listed uses.	Required but there are several exceptions such as restaurants with ancillary bars, breweries/wineries, mixed-use or mid- to large commercial projects, located in Town Centers, or other listed uses.	Not applicable. These are previously approved existing establishments.
Development Standards	Required. Section (C) Development Standards include CUP requirement, no traffic impacts, separation requirements, hearing notices.	Required. Section (C) Development Standards include CUP requirement, no traffic impacts, separation requirements, hearing notices.	Not applicable as these establishments are existing.
Operational Standards (Modeled from EI Cajon’s Ord.)	Required. Section (E) includes standards that regulate nuisance, health, safety, display areas, signage window coverage.	Required. Section (E) includes standards that regulate nuisance, health, safety, display areas, signage window coverage.	Not applicable as these establishments are existing.

ALCOHOLIC BEVERAGE SALES PROCESS: COMPARISON OF NEW USES & DEEMED APPROVED USES			
	New “On-Sale” establishments	New “Off-Sale” establishments	Existing “Off-Sale” “Deemed Approved” establishments
Performance Standards (Modeled from El Cajon’s Ord.)	Not applicable as Performance Standards are for Deemed approved status use.	Not applicable as Performance Standards are for Deemed approved status use.	Required. Section (F)(2) standards address adverse impacts to persons residing or working in the surrounding area.
CUP Findings (Modeled from El Cajon’s Ord.)	Required. Section C (7) includes findings that prevent issues such as loitering, public drunkenness, noise, and littering. Project must not be in high crime area or over concentrated census tract.	Required. Section C (7) includes findings that prevent issues such as loitering, public drunkenness, noise, and littering. Project must not be in high crime area or over concentrated census tract.	Not applicable since a CUP is not required for “deemed approved status” establishment.
Subject to Revocation	Yes. See Section C (8) for Revocation of CUP.	Yes. See Section C (8) for Revocation of CUP.	Yes. See Section F(3) for Revocation of Deemed Approved Status.
Determination of Public Convenience or Necessity (PCN)	Required if establishment is located in an over-concentrated census tract.	Required if establishment is located in an over-concentrated census tract.	Not applicable. These are previously approved establishments.
Signage Standards (Modeled from El Cajon’s Ord.)	Required. No exterior advertising of alcoholic products, tobacco and paraphernalia. No more than 15% of windows can be obscured by signs, vending machines, or other items.	Required. No exterior advertising of alcoholic products, tobacco and paraphernalia. No more than 15% of windows can be obscured by signs, vending machines or other items.	Required. No exterior advertising of alcoholic products, tobacco and paraphernalia. No more than 15% of windows can be obscured by signs, vending machines, or other items.

Since the Planning Commission public hearing on September 22, 2021, further review of the Ordinance has resulted in the following summary of additional changes:

- **Breweries, Wineries, & Distilleries.** In the original Ordinance that was presented on September 22, 2021, the staff recommended the elimination of the breweries, wineries, and distilleries from the Manufacturing-Medium (M-M) zone and Manufacturing-Heavy (M-H) zone. After further review, it is recommended that a comprehensive analysis should be completed in order to determine appropriate

zones to permit breweries, wineries, and distilleries and, if needed, development standards. The changes are reflected in the revised Ordinance (Attachment 1).

- Clarification for Annual Inspections and Standards. Slightly modified the language for standards to clarify the process.
- CUP Findings. Modified the CUP findings to allow approval of a CUP in an overconcentrated census tract if the City issues a Determination of PCN. With this modification, the City would be able to approve a CUP for a retailer or restaurant operator that may be appropriate in an overconcentrated census tract.
- Separation Requirements. Added exemptions for entertainment venues, non-profit organizations clubs, lodge halls, hotels, resort hotels, golf courses, and country clubs.
- Deemed Approved Status. As presented to Planning Commission, uses that were permitted or conditionally permitted off-premises alcoholic beverage establishments exempt from a CUP and operating prior to this Ordinance would have a deemed approved status and be subject to the annual inspection and standards. Since the public hearing in September 2021, it is recommended to include uses that were exempt from a CUP prior to the effective date of the Ordinance as well.
- CUP Exemption. It is recommended that the provisions for exemption for a CUP would allow for (a) smaller, neighborhood-scale grocery stores (examples: Trader Joe's, Sprouts, Aldi's, or Grocery Outlet) and (b) specialty stores that sells alcoholic beverages (examples: Total Wine & More, BevMo! or others).

The existing code and original Ordinance to Planning Commission allows for an exemption of 20,000 square-foot or greater grocery stores. Additional research has resulted in the recommendation that the minimum threshold for exempting grocery stores be reduced to 12,000 square feet to allow neighborhood-scale grocery stores to be exempt. In order to allow for the larger-scale stores that primarily sell alcoholic beverage sale, the exemption requires a minimum of 10,000 square-feet in size and dedication of at least 10% of floor area for non-alcoholic beverage sales.

The attached Ordinance has been revised to reflect these recommendations.

In summary, the proposed ordinance:

1. Require a Conditional Use Permit for new on- and off-sale establishments that includes the sale of alcoholic beverages;
2. Establishes new regulations, a "deemed" approved process, and performance standards for all approvals including legal, non-conforming businesses;
3. Requires minimum separation distances for most new alcoholic beverage sale establishments from sensitive uses and other existing off-sale establishments; and
4. Includes expanded enforcement processed for these regulations with an annual fee for cost recovery.

NOTICING REQUIREMENTS

An advertisement for this public hearing was published in the Press Enterprise on October 11, 2021.

ENVIRONMENTAL REVIEW

The proposed zoning code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b) (3) (Common Sense Exemption) of Title 14 of the California Code of Regulations (State CEQA Guidelines), as it can be seen with certainty that there is no possibility the amendment will have a significant effect on the environment.

FINANCIAL IMPACT

Costs associated with this code amendment are covered by the General Fund. The costs associated with enforcement of the Ordinance's standards and revocation process will be covered by the annual alcohol sales regulatory fee.

ALTERNATIVES

1. Recommended Action: That the City Council conduct a first reading and introduce Ordinance No. 2021-21, approving Zoning Code Amendment No. 21006, pertaining to Alcoholic Beverage Sales and approve Resolution No. 2021-87, adopting an Annual Alcohol Sales Regulatory Fee.
2. Provide alternative direction to staff.
3. Council may elect not to introduce Ordinance No. 2021-21 or adopt Resolution No. 2021-87.

Prepared by:



Joe Perez
Community Development Director

Submitted by:



Rod B. Butler
City Manager

Reviewed by:



Connie Cardenas
Director of Administrative Services

Reviewed by:



Michael Flad
Assistant City Manager

Reviewed by:



Peter M. Thorson
City Attorney

ATTACHMENTS

1. Ordinance No. 2021-21
2. Resolution to Adopt Fee (includes fee study)
3. Adopted Planning Commission Resolution No. 2021-9-22-01
4. Maps of Existing On-Sale Establishments (Maps A-1 to A-3)
5. Maps of Existing Off-Sale Establishments (Maps B-1 to B-3)
6. Planning Commission Staff Report for meeting on September 22, 2021 (without attachments)

**ATTACHMENT 1 –
Proposed Ordinance**

ORDINANCE NO. 2021-21

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING THE JURUPA VALLEY MUNICIPAL CODE CONCERNING ALCOHOLIC BEVERAGE SALES REGULATIONS, 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 November 19, 2020 regular City Council meeting, the City Council initiated an amendment to Section 9.240.490 of Chapter 9.240 (“General Provisions”) of Title 9 (“Planning and Zoning”) of the Jurupa Valley Municipal Code, to amend the City’s regulations pertaining to the sale of alcohol, and requested that the Planning Commission study and report on the proposed Code Amendment, as set forth in this Ordinance.

(b) On September 22, 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. 2021-09-22-01 recommending that the City Council approve the proposed Code Amendment.

(c) On October 21, 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 regulations pertaining to the sale of alcohol, including requiring conditional use permits for all establishments that sell alcoholic beverages, adopting additional findings to address potential impacts of the sale of alcoholic beverages, requiring past and newly approved establishments to be subject to the same requirements as current applicants, imposing separation requirements between establishments on new applicants, and requiring an annual regulatory fee to cover the cost of enforcement, 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) LUE 3.5 Residential Compatibility. Commercial uses abutting residential properties shall be designed to protect the residential use from the impacts of noise, vibration, light, fumes, odors, vehicular traffic, parking, and safety hazards;

(b) LUE 6.2 Achieving Conformance. Encourage existing nonconforming uses to transition into conformance with the new land use designations and/or policies by enacting incentives, facilitating entitlement processing for new conforming land uses and, where necessary, establishing a fair abatement program;

(c) LUE 11.19 Property Maintenance. Property owners shall maintain their site, structures and landscaping in a safe, healthy, and attractive condition through the following: 1. Provide proactive code enforcement activities.

Section 4. Amendment to Section 9.10.165. A new Section 9.10.165 is hereby added to Chapter 9.10, Definitions, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“Sec. 9.10.165. - Brewery.

A brewery or brewing company is a business that makes and sells beer. The place at which beer is commercially made is either called a brewery or a beerhouse, where distinct sets of brewing equipment are called plant.”

Section 5. Amendment to Section 9.10.823. A new Section 9.10.823 is hereby added to Chapter 9.10, Definitions, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“Sec. 9.10.823. - Microbrewery.

A microbrewery (craft brewery) is a brewery that produces less than fifteen thousand (15,000) barrels of beer per year and sells seventy-five (75) percent or more of its beer off-premises.”

Section 6. Amendments to Section 9.45.010. Subsections D. (11), (12), and (20) of Section 9.240.010, Uses Permitted, of Chapter 9.45, R-R zone (Rural Residential), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code are hereby revised to read as follows:

“(11) Bars and cocktail lounges **pursuant to Section 9.240.490.**”

“(12) Billiard and pool halls **pursuant to Section 9.240.490.**”

“(20) Liquid petroleum service stations, with or without the concurrent sale of beer and wine for off-premises consumption **pursuant to Section 9.240.490**, provided, that if storage tanks are above-ground, the total capacity of all tanks shall not exceed ten thousand (10,000) gallons. Storage tanks shall be painted a neutral color and shall not have any advertising painted or placed on their surface.”

Section 7. Amendments to Section 9.45.010. A new Subsection D. (61) and 62 is hereby added to Section 9.45.010, Uses Permitted, of Chapter 9.45, R-R Zone (Rural Residential), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“(61) **Alcoholic beverage sales for on-premises consumption in conjunction with a) wineries and appurtenant and incidental uses with established on-site vineyards, b) golf courses with standard length fairways, c) golf, tennis, polo, and archery country clubs, d) airports or landing fields, e) commercial fairgrounds, f) guest ranches, and g) fraternal lodges, including grange halls.**

“(62). **Alcoholic beverage sales for off-premises consumption in conjunction with automobile service stations pursuant to the provisions of Section 9.240.490.**”

Section 8. Amendment to Section 9.65.020. A new Subsection C. (2) is hereby added to Section 9.65.020, Uses Permitted, of Chapter 9.65, R-A (Residential Agricultural) of Title 9, Planning and Zoning of the Jurupa Valley Municipal Code to read as follows:

“(2) **Alcoholic Beverage sales for on-premises consumption operating in conjunction with a golf course with standard length fairways and country clubs subject to the provisions of Section 9.240.490.**”

Section 9. Amendment to Section 9.70.020. A new Subsection C. (3) is hereby added to Section 9.70.020, Uses Permitted, of Chapter 9.70, R-2 Zone (Multiple Family Dwellings), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“(3) **Alcoholic Beverage sales for on-premises consumption operating in conjunction with a golf course with standard length fairways and country clubs subject to the provisions of Section 9.240.490.**”

Section 10. Amendment to Section 9.75.020. Subsection C. of Section 9.75.020, Uses Permitted, of Chapter 9.75, R-2A Zone (Limited Multiple Family Dwellings) of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“C. The following uses are permitted, provided a conditional use permit is granted pursuant to Section 9.240.280:

(1) Mobilehome parks, developed pursuant to Section 9.260.030.

- (2) Alcoholic Beverage sales for on-premises consumption in conjunction with a golf course with standard length fairways and country clubs subject to the provisions of Section 9.240.490.”**

Section 11. Amendment to Section 9.80.020. A new Subsection B. (4) is hereby added to Section 9.80.020, Uses Permitted, of Chapter 9.80, R-3 Zone (Multiple Family Dwellings) of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

- “(4) Alcoholic Beverage sales for on-premises consumption in conjunction with non-profit clubs and lodge halls, hotels, resort hotels and golf courses with standard length fairways and country clubs subject to the provisions of Section 9.240.490.”**

Section 12. Amendment to Section 9.85.020. A new Subsection D. (12) is hereby added to Section 9.85.020, Uses Permitted, of Chapter 9.85, R-3A (Village Tourist Commercial) of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

- “(12) Alcoholic Beverage sales for on-premises consumption in conjunction with golf courses with standard length fairways and country clubs, sports and recreational facilities (not including video arcades, motor driven vehicles and riding academies; but including, golf driving ranges, skating rinks, hotels and resort hotels) pursuant to the provisions of Section 9.240.490.”**

Section 13. Amendment to Section 9.100.020. Subsection F. of Section 9.100.020, Uses Permitted, of Chapter 9.100, R-4 (Planned Residential) of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“F. The following uses shall be permitted, provided a conditional use permit is granted pursuant to Section 9.240.280(5):

- (1) Mobilehome parks, developed pursuant to Section 9.260.020.**

- (2) Alcoholic Beverage sales for on-premises consumption in conjunction with golf courses with standard length fairways and country clubs pursuant to the provisions of Section 9.240.490.”**

Section 14. Amendment to Section 9.105.020. A new Subsection B. (2) is hereby added to Section 9.105.020, Uses Permitted, of Chapter 9.105, R-5 (Open Area Combining Zone – Residential Development) of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

- “(2) Alcoholic Beverage sales for on-premises consumption in conjunction with golf courses, including club houses and restaurant facilities pursuant to Section 9.240.490.”**

Section 15. Amendment to Section 9.112.020. Subsection B. (11) of Section 9.112.020, Uses Permitted, of Chapter 9.112, B-P Zone (Business Park), of Title 9, Planning and

Zoning, of the Jurupa Valley Municipal Code is hereby deleted in its entirety and Subsections B. (12) through B. (19) are hereby renumbered B (11) through B (18):

~~“(11) Microbrewery—Brewpub, craft brewery.”~~

Section 16. Amendment to Section 9.112.020. Subsection C. (2) of Section 9.112.020, Uses Permitted, of Chapter 9.112, B-P Zone (Business Park), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(2) Bar/tavern pursuant to Section 9.240.490.”

Section 17. Amendment to Section 9.112.020. A new Subsection C. (10) is hereby added to Section 9.112.020, Uses Permitted, of Chapter 9.112, B-P Zone (Business Park), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“(10) Alcoholic beverage sales for off-premise consumption with convenience stores and automobile service stations and hotels, extended stay hotels, and conference facilities with alcohol beverage sales for on-premises consumption pursuant to Section 9.240.490.”

Section 18. Amendment to Section 9.112.020. A new Subsection C. (11) is hereby added to Section 9.112.020, Uses Permitted, of Chapter 9.112, B-P Zone (Business Park), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“(11) Microbrewery, brew pub, craft brewery pursuant to Section 9.240.490.”

Section 19. Amendment to Section 9.115.020. Subsection A. (13) of Section 9.115.020, Uses Permitted, of Chapter 9.115, C-1 Zone/C-P Zone (General Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby deleted in its entirety and Subsections A. (14) through A.(95) are renumbered A.(13) through A.(94):

~~“(13) Bars and cocktail lounges.”~~

Section 20. Amendment to Section 9.115.020. Subsection C.(14) of Section 9.115.020, Uses Permitted, of Chapter 9.115, C-1 Zone/C-P Zone (General Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(14) Convenience stores, including the sale of motor vehicle fuel pursuant to Section 9.240.490.”

Section 21. Amendment to Section 9.115.020. Subsection C.(15) of Section 9.115.020, Uses Permitted, of Chapter 9.115, C-1 Zone/C-P Zone (General Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(15) Gasoline service stations with the concurrent sale of beer and wine for off-premise consumption pursuant to Section 9.240.490.”

Section 22. Amendment to Section 9.115.020. A new Subsection C.(19) is hereby added to Section 9.115.020, Uses Permitted, of Chapter 9.115, C-1 Zone/C-P Zone (General Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“(19) Alcoholic beverage sales for on-premises or off-premises consumption in conjunction with a) billiard and pool halls, bowling alleys, dance halls, hotels, resort hotels, markets, convenience stores, restaurants, theaters (not drive-ins, liquid petroleum service stations, and sports and recreational facilities (including motor driven vehicles, archery ranges, sports arenas, skating rinks, and stadiums pursuant to the provisions of Section 9.240.490.”

Section 23. Amendment to Section 9.120.010. Subsection C. of Section 9.240.010, Uses Permitted, of Chapter 9.120, C-T Zone (Tourist Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“C. The following uses are permitted, provided a conditional use permit has been granted pursuant to the provisions of Section 9.240.280:

- (1) Motor sports raceways and motor sports raceways with the sale of alcoholic beverages pursuant to Section 9.240.490.**
- (2) Alcoholic Beverage Sales with automobile service stations, truck service stations, restaurants, bars, taverns, cocktail lounges, hotels, resort hotels, and extended stay hotels pursuant to the provisions of Section 9.240.490.”**

Section 24. Amendment to Section 9.125.020. Section A.(11) of Section 9.125.020, Uses Permitted, of Chapter 9.125, C-P-S Zone (Scenic Highway Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby deleted in its entirety and Subsections A.(12) through A.(100) are renumbered A.(11) through A.(99):

~~“(11) Bars and cocktail lounges.”~~

Section 25. Amendment to Section 9.125.020. A new Subsection B.(24) is hereby added to Section 9.125.020, Uses Permitted, of Chapter 9.125, C-P-S Zone (Scenic Highway Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“(24) Billiard and pool halls, bowling alleys, dance halls, restaurants, theaters (not including drive-ins) hotels, resort hotels, sports and recreational facilities (including motor vehicle races) archery ranges, golf driving ranges, sports arenas, skating rinks, and stadiums with alcoholic beverage sales for on-premises consumption and markets, and convenience stores with the sale of alcoholic beverages for off-premises consumption pursuant to or off-premises consumption pursuant to the provisions of Section 9.240.490.”

Section 26. Amendment to Section 9.125.020. Subsection B.(8) of Section 9.125.020, Uses Permitted, of Chapter 9.125, C-P-S Zone (Scenic Highway Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(8) Liquid petroleum service stations, with or without the concurrent sale of beer and wine, provided the total capacity of all tanks shall not exceed ten thousand (10,000) gallons **pursuant to Section 9.240.490.**”

Section 27. Amendment to Section 9.130.020. Subsection A.(4) of Section 9.130.020, Uses Permitted, of Chapter 9.130, C-R Zone (Rural Commercial), of Title 9, Planning and Zoning, or the Jurupa Valley Municipal Code is hereby deleted in its entirety and Subsections A.(5) through A.(38) are renumbered A.(4) through A.(37):

~~“(4) Bars and cocktail lounges.”~~

Section 28. Amendment to Section 9.130.020. Subsection B.(4) of Section 9.130.020, Uses Permitted, of Chapter 9.130, C-R Zone (Rural Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code, is hereby amended to read as follows:

“(4) Liquid petroleum service stations with or without the concurrent sale of beer and wine, provided the total capacity of all tanks shall not exceed ten thousand (10,000) gallons **pursuant to Section 9.240.490.**”

Section 29. Amendment to Section 9.130.020. Subsection B.(5) of Section 9.130.020, Uses Permitted, of Chapter 9.130, C-R Zone (Rural Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(5) Automobile service stations, with the concurrent sale of beer and wine for off-premise consumption **pursuant to Section 9.240.490.**”

Section 30. Amendment to Section 9.130.020. A new Subsection B.(8) is hereby added to Section 9.130.020, Uses Permitted, of Chapter 9.130, C-R Zone (Rural Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“(8) **Automobile service stations, grocery stores, convenience stores, and restaurants with the sale of alcoholic beverages for off-premise consumption and bars, cocktail lounges, restaurants and hotels with alcoholic beverage sales for on-premises consumption pursuant to the provisions of Section 9.240.490.**”

Section 31. Amendment to Section 9.132.020. Subsection A.(9) of Section 9.132.020, Uses Permitted, of Chapter 9.132, C-N Zone (Neighborhood Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(9) Groceries, ~~liquor, and/or~~ specialty foods ~~(see Section [9.240.490]).~~”

Section 32. Amendment to Section 9.132.020. Subsection B.(7) of Section 9.132.020, Uses Permitted, of Chapter 9.132, C-N Zone (Neighborhood Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(7) Grocery, ~~liquor~~ and/or specialty foods retail—Three thousand (3,000) square feet to five thousand (5,000) square feet of gross floor area.”

Section 33. Amendment to Section 9.132.020. Subsection C.(1) of Section 9.132.020, Uses Permitted, of Chapter 9.132, C-N Zone (Neighborhood Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(1) Bar/tavern pursuant to Section 9.240.490.”

Section 34. Amendment to Section 9.132.020. A new Subsection C.(9) is hereby added to Section 9.132.020, Uses Permitted, of Chapter 9.132, C-N Zone (Neighborhood Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“(9) Clubs, lodges, private meeting halls and restaurants with on-premises consumption, and convenience stores with alcoholic beverages sales with off-premises consumption pursuant to Section 9.240.490.”

Section 35. Amendment to Section 9.135.020. A new Subsection B.(7) is hereby added to Section 9.135.020, Uses Permitted, of Chapter 9.132, C-O (Commercial Office Zone), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“(7) Hotels, resort hotels, and restaurants with the sale of alcoholic beverages for on-premises consumption pursuant to Section 9.240.490.”

Section 36. Amendment to Section 9.140.020. Subsection A.(14) of Section 9.140.020, Uses Permitted, of Chapter 9.140, R-VC Zone (Rubidoux-Village Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby deleted in its entirety and Subsections A.(15) through A.(101) are hereby renumbered A.(14) through A.(100):

<i>West Village</i>	<i>Village Center</i>	<i>East Village</i>	<i>No.</i>	<i>Uses Permitted</i>
X	X	X	14	Bars and cocktail lounges

Section 37. Amendment to Section 9.140.020. Subsection C., Use Permitted By Conditional Use Permit, of Section 9.140.020, Uses Permitted, of Chapter 9.140, R-VC Zone (Rubidoux-Village Commercial), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“C. *Use permitted by conditional use permit.* The following uses are permitted provided that a conditional use permit has been granted pursuant to the provisions of Section 9.240.280:

USES PERMITTED WITH A CONDITIONAL USE PERMIT

<i>West Village</i>	<i>Village Center</i>	<i>East Village</i>	<i>No.</i>	<i>Uses Permitted</i>
X		X	1	All uses in subsection (A) of this section that have more than 200 square feet of outside storage or display of materials.
X	X	X	2	Animal hospitals.
X		X	3	Body and fender shops and spray painting.
X		X	4	Building materials sales yards.
X	X	X	5	Clinics, including, but not limited to, medical, dental and chiropractic.
X		X	6	Convenience stores, including the sale of motor vehicle fuel.
X		X	7	Gasoline service stations with the concurrent sale of beer and wine for off-premises consumption pursuant to Section 9.240.490.
X	X	X	8	Heliports.
X		X	9	Liquid petroleum service stations with the concurrent sale of beer and wine for off-premises consumption, provided the total capacity of all tanks shall not exceed 10,000 gallons pursuant to Section 9.240.490.
X	X	X	10	Liquor stores pursuant to the provisions of Section 9.240.490 (Alcoholic Beverage Sales).
X		X	11	Lumber yards, including only incidental millwork.
X		X	12	Mini-warehouse structures.

<i>West Village</i>	<i>Village Center</i>	<i>East Village</i>	<i>No.</i>	<i>Uses Permitted</i>
X		X	13	Sale, rental, repair or demonstration of motorcycles, scooters, and motorbikes.
X		X	14	Tire recapping.
X		X	15	Automobile sales and rental agencies.
X	X	X	16	Billiard and pool halls, bars and cocktail lounges, dance halls, union halls, sports arenas, archery ranges, stadiums, skating rinks and restaurants with the sale of alcoholic beverages for on-premises consumption pursuant to Section 9.240.490.
X	X	X	17	Alcoholic beverage sales for off-premises consumption pursuant to the provisions of Section 9.240.490.”

Section 38. Amendment to Section 9.145.020. A new Subsection B.(11) is hereby added to Section 9.145.020, Uses Permitted, of Chapter 9.145, I-P Zone (Industrial Park), of Title 9, Planning and Zoning, of the Jurupa valley Municipal Code to read as follows:

“(11) Automobile service stations with the concurrent sale of beer and wine for off-premises consumption and airports with the sale of alcoholic beverages for on-premises and off-premises consumption pursuant to Section 9.240.490.”

Section 39. Amendment to Section 9.148.020. Subsection (3)(c) of Section 9.148.020, Uses Permitted, of Chapter 9.148, M-SC Zone (Manufacturing-Service Commercial) of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code is hereby amended to read as follows:

“(c) Brewery, distillery, or winery with alcoholic beverage sales for on-premises and off-premises consumption pursuant to Section 9.240.490.”

Section 40. Amendment to Section 9.148.020. A new Subsection (3)(jj) is hereby added to Section 9.148.020, Uses Permitted, of Chapter 9.148, M-SC Zone (Manufacturing-Service Commercial) of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Plan to read as follows:

“(jj) Gasoline and diesel service stations with the concurrent sale of beer and wine for off-premises consumption, restaurants with the sale of

alcoholic beverages for on-premises consumption, and airports with the sale of alcoholic beverages for on-premises and off-premises consumption pursuant to Section 9.240.490.”

Section 41. Amendment to Section 9.150.020. A new Subsection (3)(pp) is hereby added to Section 9.150.020, Uses Permitted, of Chapter 9.150, M-M Zone (Manufacturing-Medium), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Plan, to read as follows:

“(pp) Gasoline and diesel service stations with the concurrent sale of beer and wine for off-premise consumption, restaurants with alcoholic beverages sales for on-premises consumption and airports with the sale of alcoholic beverages for on-premises or off-premises consumption pursuant to Section 9.20.490.”

Section 42. Amendment to Section 9.155.020. A new Subsection (3)(oo) is hereby added to Section 9.155.020, Uses Permitted, of Chapter 9.155, M-H Zone (Manufacturing Heavy), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“(oo) Gasolines and diesel service stations, with the concurrent sale of beer and wine for off-premises consumption, restaurants with alcoholic beverage sales for on-premises consumption and, wineries, distilleries, and breweries, with the sale of alcoholic beverages for on-premises and off-premises consumption.”

Section 43. Amendment to Section 9.175.020. A new Subsection C.(11) is hereby added to Section 9.175.020, Uses Permitted, of Chapter 9.175, A-1 Zone (Light Agriculture), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“(11) Golf courses with standard length fairways and country clubs, fraternal lodges and wineries (including appurtenant and incidental uses with an established on-site winery) with the sale of alcoholic beverage sales for on-premises consumption, and wineries with the sale of alcoholic beverages for off-premises consumption pursuant to the provisions of Section 9.240.490.”

Section 44. Amendment to Section 9.205.020. A new Subsection D.(32) is hereby added to Section 9.205.020, Uses Permitted in W-2 Zone, of Chapter 9.205, W-2 Zone (Controlled Development Areas) of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“(32) Guest ranches, tennis and polo clubs, golf courses with standard length fairways and country clubs, airports, automobile and motorcycle race tracks, horse race tracks, rodeo arenas, commercial fairgrounds and exhibitions with the sale of alcoholic beverages for on-premises consumption pursuant to Section 9.240.490.”

Section 45. Amendment to Section 9.210.020. A new Subsection C.(3) is hereby added to Section 9.210.020, Uses Permitted, of Chapter 9.210, R-D Zone (Regulated Development Areas) of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“(3) Golf courses with standard length fairways and country clubs, non-profit clubs, lodge halls, hotels, and resort hotels with the sale of alcoholic beverages for on-premises consumption pursuant to Section 9.240.490.”

Section 46. Amendment to Section 9.215.020. A new Subsection C.(14) is hereby added to Section 9.215.020, Uses Permitted, of Chapter 9.215, N-A Zone (Natural Assets), of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“(14) Resort hotels, golf courses with standard length fairways and country clubs, airports, and guest ranches with the sale of alcoholic beverages for on-premises consumption pursuant to Section 9.240.490.”

Section 47. Amendment to Section 9.240.490. Section 9.240.490, Alcoholic Beverage Sales, 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:

“Sec. 9.240.490. - Alcoholic beverage sales.

A. *Intent.* The City Council has enacted the following provisions to provide minimum development standards for alcoholic beverage sales in the City. These standards are designed to provide for the appropriate development of alcoholic beverage sales and to protect the health, safety and welfare of City residents by furthering awareness of laws relative to drinking.

B. *Permitted zoning for sale of alcoholic beverages for on-premises and off-premises consumption.* ~~(1) The sale of alcoholic beverages for on-premises and off-premises consumption shall only be allowed in the following zones provided a conditional use permit has been approved pursuant to Section 9.240.280: R-A, A-1, R-R, R-2, R-2A, R-3, R-3A, R-4, R-5, R-D, C-1/C-P, C-P-S, C-R, C-T, C-N, C-O, I-P, B-P, M-SC, M-M, M-H, and R-VC.~~

~~(2) The sale of alcoholic beverages for off-premises consumption shall only be allowed in the following zone provided a site development permit has been approved pursuant to this Section 9.240.330: A-1.~~

C. *Development standards.*

(1) *Applicability.* **Except as provided in subsection (2) of this section, a conditional use permit shall be required for all proposed alcoholic beverage sale establishments located in the City that sell alcoholic beverages for on- or off- premises consumption.**~~A conditional use permit shall be required for the concurrent sale of motor vehicle fuels and beer and wine for off premises consumption.~~

- (2) **Exemptions.** A conditional use permit shall **not** be required for the sale of alcoholic beverages ~~at for off premises consumption in all zoning classifications, where such zoning would permit the sale with site development permit approval or conditional use permit approval, however, that the provisions of subsection (B)(1) of this section shall not apply to a retail commercial establishment which:~~
- (a) Contains at least ~~twenty thousand (20,000)~~ twelve thousand (12,000) square feet of interior floor space and is primarily engaged in the sale of **groceries or at least ten thousand (10,000) square-feet of interior floor space and dedicates at least 10% of the floor area for non-alcoholic beverage sales;** and
 - (b) Does not sell motor vehicle fuels.
- (3) **Traffic Impacts.** ~~Such facilities~~**Alcoholic beverage sale establishments** shall not be situated in such a manner that vehicle traffic from the ~~facility~~**establishment** may reasonably be believed to be a potential hazard to a school, church, public park, or playground.
- (4) **Separation Requirements.** No new on-sale or off-sale alcoholic beverage establishment shall be located within one thousand (1,000) feet of an existing on-sale or off-sale alcoholic beverage establishment and/or within one thousand (1,000) feet of residentially zoned property, public or private schools, day care facilities, home day care facilities, health care facilities, religious facilities, parks or playgrounds, and off-sale alcoholic beverage establishments, except:
- (a) A restaurant with alcohol sales for on-site consumption without a bar or a restaurant with an ancillary bar with less total square footage than the restaurant eating area;
 - (b) An alcoholic beverage manufacturer, such as a craft brewery, with an ancillary tasting room or craft brewery with a full-service restaurant;
 - (c) An alcoholic beverage sale establishment (both on-sale and off-sale) are proposed as part of a “Mixed-use Development;”
 - (d) An alcoholic beverage sale establishment (both on-sale and off-sale) are proposed as part of a new commercial project consisting of four (4) or more buildings;
 - (e) An alcoholic beverage sale establishment (both on-sale and off-sale) located within the boundaries of the “Pedley Town Center,” “Glen Avon Town Center” or “Rubidoux Town Center” as delineated in the City of Jurupa Valley General Plan;
 - (f) An alcohol beverage sales establishment for on-site consumption operating in conjunction with one of the following uses:

- sports arena or entertainment venue
- veterans club, lodge halls, or other non-profit organization clubs
- hotel or resort hotels
- golf courses with standard length fairways
- country clubs

(5) *Hearing Notice.* ~~(4)~~ Notice of public hearings shall be ~~given~~ mailed or delivered at least ten (10) days prior to the hearing to (a) all property owners of ~~property as shown on the latest equalized assessment roll~~ within one thousand (1,000) feet of the ~~subject facility~~ ~~subject~~ **project boundaries**, ~~to any~~ (b) **any operators of elementary school and secondary schools district whose boundaries the facility is located and to any public entity operating a park or playground within one thousand (1,000) feet of the subject facility** **real property that is the subject of the hearing, and (c) any entity operating a public park or playground within one thousand (1,000) feet of the project boundaries.** The Community Development Director may require that additional notice be given, in a manner the Director deems necessary or desirable, to other persons or public entities. **The contents of the notice shall include the information specified in Section 9.05.080. For purposes of this subsection, distances shall be measured between the closest property lines of the affected locations.**

(6) *Concurrent Sale of Motor Vehicle Fuels and Beer and Wine.* ~~(5)~~ The following additional development standards shall apply to the concurrent sale of motor vehicle fuels and beer and wine for off-premises consumption:

- (a) Only beer and wine may be sold.
- (b) The owner of each location and the management at each location shall educate the public regarding driving under the influence of intoxicating beverages, minimum age for purchase and consumption of alcoholic beverages, driving with open containers and the penalty associated with violation of these laws. In addition, the owner and management shall provide health warnings about the consumption of alcoholic beverages. This educational requirement may be met by posting prominent signs, decals or brochures at points of purchase. In addition, the owner and management shall provide adequate training for all employees at the location as to these matters.
- (c) No displays of beer, wine or other alcoholic beverages shall be located within five (5) feet of any building entrance or checkout counter.
- (d) Cold beer or wine shall be sold from, or displayed in, the main, permanently affixed electrical coolers only.

- (e) No beer, wine or other alcoholic beverages advertising shall be located on gasoline islands; and no lighted advertising for beer, wine, or other alcoholic beverages shall be located on the exterior of buildings or within window areas.
- (f) Employees selling beer and wine between the hours of ten (10:00) p.m. and two (2:00) a.m. shall be at least twenty-one (21) years of age.
- (g) No sale of alcoholic beverages shall be made from a drive-in window.
- (h) **No single can or bottle of alcoholic beverage less than or equal to forty (40) ounces shall be sold for off-premises consumption.**
- (i) **No alcoholic beverage packages containing less than six (6) cans or bottles to a case may be sold.**
- (j) **The individual managing the alcoholic beverage establishment is responsible for the immediate removal of any person(s) found to be loitering as defined by State law.**
- (k) **All exterior access points to the building shall be secured and illuminated to identify any person and/or activity during late night hours. Employees shall limit trash removal and any unnecessary opening of exterior access points during late night hours.**
- (7) ***Findings.*** In addition to the required findings for conditional use permits as set forth in Section 9.240.280, the Planning Commission shall make the following findings in approving a conditional use permit for the operation of an on- or off- premises alcoholic beverage sale establishment:
 - (a) ***Required findings for proposed establishments with the sale of alcoholic beverages for on-premises or off-premises consumption.***
 - (i) **The proposed alcoholic beverage sales activity will not exacerbate existing problems in the neighborhood created by the sale of alcohol such as loitering, public drunkenness, sale of alcoholic beverages to minors, noise and littering.**
 - (ii) **The proposed alcoholic beverage sales establishment will not detrimentally affect nearby neighborhoods considering the distance of the alcohol establishment to residential buildings, schools, parks, playgrounds or recreational areas, nonprofit youth facilities, places of worship, hospitals, alcohol or other drug abuse recovery or treatment facilities, county social service offices, or other alcoholic beverage sales activity establishments.**
 - (iii) **The proposed establishment meets the locational requirements of Section 9.240.490(C)(4).**

- (iv) The location of the proposed establishment is not within a high crime area, which is determined by the Riverside County Sheriff's Department.
- (v) The proposed establishment is located in a census tract with capacity for additional licenses unless a Determination of a Public Convenience or Necessity will be issued with this Conditional Use Permit.

(8) Findings for conditional use permit suspension or revocation.

- (a) In addition to the grounds for revocation of a conditional use permit contained in Subsection A of Section 9.240.340 (Findings and Procedure for Revocation of Variances and Permits), an alcoholic beverage sales establishment's conditional use permit may be suspended for up to one (1) year or revoked in accordance with the procedures in Section 9.240.340 for failure to comply with one (1) or more of the following requirements:

- (i) Operational standards.
- (ii) Development standards.
- (iii) Condition(s) of approval imposed through their conditional use permit.

- (b) Any conditional use permit issued pursuant to the provisions of this section shall expire, be terminated and cease to apply to a property when the following occurs:

- (i) The use has ceased its operation for a period of one hundred eighty (180) or more calendar days; and
 - (A) If there is thereafter filed any application or requested transaction with the State of California Department of Alcoholic Beverage Control ("ABC"), whereby the laws of the state of California require notice thereof to be filed with the City, and allow the filing of a protest thereon by the City (including person-to-person transfer of existing licenses); or
 - (B) Where after such one hundred eighty (180)-calendar-day period, the existing license shall have ceased to apply to such establishment; or
- (ii) Where the existing license shall have been surrendered to ABC for a period exceeding one hundred eighty (180) calendar days.

- (9) *Investigative procedures of potential violation of conditions of approval, operational standards, and development standards.* Upon the City's receipt of a complaint from the public, Riverside County Sheriff, City official or any other interested person that an activity is in violation of the operational standards

and/or conditions of approval set forth in this section, the following procedure shall be followed:

- (a) An enforcement officer shall assess the nature of the complaint and its validity by conducting an on-premises observation and inspection of the premises to assess the use's compliance with operational standards and/or conditions of approval.
- (b) If the enforcement officer determines that the use is in violation of the operational standards, development standards and/or conditions of approval, the enforcement officer shall give written notice of the violation to the owner and/or operator of the establishment and seek to remedy the violation under the City's administrative citation procedures contained in Chapter 1.16 (Procedures and Penalties for Violations of City Ordinances) and 1.20 (Administrative Penalties) of this Code. The first notice of violation shall be given in accordance with Section 1.16.090 of this Code. If, however, the enforcement officer, in his or her sole discretion, determines that the violation is not capable of correction, presents a serious threat to public health or safety, or otherwise warrants expedited action, he or she may, in lieu of following the administrative citation procedure, refer the matter directly to the Planning Commission for a hearing at which the establishment's conditional use permit may be suspended, modified, or revoked.
- (c) Any administrative citation issued under this section shall be issued, processed, and enforced in compliance with all of the provisions of Chapters 1.16 (Procedures and Penalties for Violation of City Ordinances) and 1.20 (Administrative Penalties) of this Code, unless otherwise expressly provided by this section. If the owner or operator receiving an administrative citation contests the citation and a hearing is held pursuant to Chapters 1.16 and 1.20, the hearing officer may, in addition to exercising all powers designated in Chapters 1.16 and 1.20, make a recommendation to the Planning Commission to suspend, modify, or revoke the establishment's conditional use permit if in the judgment of the hearing officer, based upon information then before the hearing officer, such action is necessary to ensure compliance with this section. Such recommendation may include the suggestion of additional or amended reasonable conditions on the use, including, without limitation, the operational standards listed in subsection (E) of this section and the development standards listed in subsection (C) of this section.
- (d) If a hearing before the Planning Commission is conducted on a potential violation in the manner prescribed in Section 9.240.340, it shall determine whether the use is in compliance with the operational standards and/or conditions of approval and/or Performance Standards if applicable. Based on this determination, the Planning

Commission may suspend or revoke the use's conditional use permit or impose additional or amended conditions on the use, including, without limitation, the operational standards listed in subsection (E) of this section and the development standards listed in subsection (C) of this section, based upon the information then before it. In reaching a determination as to whether a use has violated the operational standards or conditions of approval, or as to the appropriateness of suspending or revoking of a conditional use permit, or the imposition of additional or amended conditions on a use, the Planning Commission may consider the following:

- (i) The length of time the use has been out of compliance with the operation standards, development standards, and/or conditions of approval.**
- (ii) The impact of the violation of the operation standards, development standards, and/or conditions of approval on the community.**
- (iii) Any information regarding the owner of the use's efforts to remedy the violation of the operational standards, development standards, and/or conditions of approval. "Efforts to Remedy" shall include, without limitation:**
 - (A) Timely calls to the Riverside County Sheriff's that are placed by the owner and/or operator of the establishment, his or her employees, or agents.**
 - (B) Requesting that those persons engaging in activities causing violations of the operational standards, development standards, and/or conditions of approval cease those activities, unless the owner or operator of the use, or his or her employees or agents feels that their personal safety would be threatened in making that request.**
 - (C) Making improvements to the establishment's property or operations, including, without limitation, the installation of lighting sufficient to illuminate the area within the use's property line, the installation of security cameras, the clearing of window obstructions, the cleaning of sidewalks, and the abatement of graffiti within three (3) days.**
- (e) If in the judgement of the Planning Commission, the operations of the owner or operator of the establishment constitute a nuisance, the owner or operator is unable or unwilling to abate the nuisance and the nuisance is shown to be a threat to the public health and safety of the surrounding neighborhood, the Planning Commission may suspend, modify, or revoke the use's conditional use permit. All determinations, decisions, and conditions made or imposed regarding the use shall run with the land.**

- (f) The decision of the Planning Commission shall be final and conclusive, unless appealed in writing to the City Council within ten (10) days of the Planning Commission's action.

(10) *Appeal from suspension or revocation of conditional use permit.* Any applicant or other person aggrieved by a decision of the Planning Commission from a suspension or revocation of a conditional use permit pursuant to this section may appeal the decision to the City Council pursuant to Section 9.05.100 of this Code.

D. *Additional development requirements.* Additional development standards may be required as conditions of approval.

E. *Operational standards applicable to proposed establishments with the on-premises or off-premises consumption alcoholic beverages and proposed modifications to such establishments with conditional use permits.*

(1) All proposed establishments (and modifications to existing establishments approved with conditional use permits) with the sale of alcoholic beverages for on-premises and off-premises consumption shall be designed, constructed, and operated to conform to all of the following operational standards:

- (a) That it does not result in adverse effects to the health, peace, or safety of persons residing or working in the surrounding area.
- (b) That it does not jeopardize or endanger the public health or safety of persons residing or working in the surrounding area.
- (c) That it does not result in repeated nuisance activities within the premises or in close proximity of the premises, including, without limitation, disturbance of the peace, illegal drug activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, littering, loitering, graffiti, illegal parking, excessive loud noises (especially in the late night or early morning hours), traffic violations, curfew violations, lewd conduct, or law enforcement detentions and arrests.
- (d) That an off-sale consumption establishment complies with the following alcohol sale limitations:
 - (i) No wine shall be displayed, sold, or given away in containers of less than seven hundred fifty (750) milliliters, except multipack containers of wine, and multipack wine coolers containing no more than six (6) percent alcohol by volume.

- (ii) No wine shall be displayed, sold, or given away with an alcoholic content greater than fifteen (15) percent by volume unless in corked bottles and aged at least two (two) years.
 - (iii) No distilled spirits shall be displayed, sold, or given away in containers of less than three hundred seventy-five (375) milliliters, including, without limitation, airline bottles, except pre-mixed cocktails.
 - (iv) No distilled spirits shall be displayed, sold or distributed in three hundred seventy-five (375) milliliters hip flask containers.
 - (v) No beer, ale, or malt liquor shall be offered for sale in a container with a volume greater than thirty-two (32) ounces. This restriction is not intended to prohibit the sale of such beverages in kegs or other types of containers, with a volume of two (2) or more gallons, which are clearly designed to dispense multiple servings.
 - (vi) No sale, distribution or giving away of alcoholic beverages shall be made from a drive-thru or walk-up window.
 - (vii) No display, sale, distribution or giving away of beer or wine, wine coolers or similar alcoholic beverages shall be made from an ice tub, barrel, or similar container.
 - (viii) All display of alcoholic beverages shall be at least five (5) feet from the store entrance.
- (e) That it complies with the following public nuisance prevention measures:
- (i) *Adequate lighting.* The exterior areas of the premises, including on-site parking area and pedestrian paths, shall be provided with sufficient lighting in a manner that provides adequate illumination for alcohol establishment patrons while not spilling onto surrounding properties or streets. A photometric study may be required to demonstrate compliance.
 - (ii) *Waste management.* Adequate waste receptacles shall be provided on-site and in the building. The premises shall be kept free of the accumulation of litter or waste. Removal of waste or litter from the waste receptacles shall occur at a minimum of once each day the business is open.
 - (iii) *Loitering.* The following measures shall be required:
 - (A) No fixtures or furnishings that encourage loitering and nuisance behavior shall be permitted on the exterior of the building where alcoholic beverage sales occur. This

includes, without limitation, chairs, seats, stools, benches, tables, and crates, etc. located outside of the building.

- (B) Except for on-sale establishments, no video or other electronic games shall be located in an alcoholic beverage establishment.
 - (C) No pay phones shall be permitted on the exterior of the building where alcoholic beverage sales occur.
- (iv) *Prohibited advertising display or signage.* Exterior advertising of alcoholic products, tobacco and paraphernalia, or similarly controlled products, as defined in Section 5.68.020 of this Code, are prohibited.
- (v) *Required signage.* The following signs shall be required to be prominently posted in a readily visible manner on an interior wall or fixture, and not on windows, in English and Spanish:
- (A) “California State Law prohibits the sale of alcoholic beverages to persons younger than 21 years of age;”
 - (B) “No Loitering or Public Drinking;”
 - (C) “It is illegal to possess an open container of alcohol in the vicinity of this establishment (not required for on-sale establishment).”
- (vi) *Presentation of documents.* A copy of any applicable conditions of approval and the ABC license shall be required to be kept on the premises and presented to any enforcement officer or authorized state or county official upon request.
- (vii) *Mitigating alcohol related problems.* The establishment shall be required to operate in a manner appropriate with mitigating alcohol related problems that negatively impact those individuals living or working in the neighborhood including, without limitation, sales to minors, the congregation of individuals, violence on or near the premises, drunkenness, public urination, solicitation, drug-dealing, drug use, loud noise and litter.
- (viii) *Drug paraphernalia.* An off-sale alcohol establishment shall be prohibited from selling drug/tobacco paraphernalia products as defined in California Health and Safety Code Sections 11014.5 and 11364.5. “Drug paraphernalia” means all equipment products and materials of any kind that are used intended for use or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting,

inhaling, or otherwise introducing into the human body a controlled substance in violation of the California Uniform Controlled Substances Act commencing with California Health and Safety Code Section 11000.

- (ix) *Prohibited vegetation.* Exterior vegetation shall not be planted or maintained to create a hiding place for persons on the premises.
 - (x) *Window obstructions.* To ensure a clear and unobstructed view of the interior of the premises, including the area in which the cash registers are maintained, from the exterior public sidewalk or entrance, no more than fifteen (15) percent of windows and entry doors shall be blocked by signs, vending machines, shelves, racks, storage, etc.
 - (xi) *Posting of documents.* A copy of these operational standards, any applicable Alcohol Beverage Control agency regulations or City operating conditions, and any training requirements shall be posted in at least one (1) prominent place within the interior of the establishment where it will be readily visible and legible to the employees and patrons of the establishment.
- (2) Failure to comply with these requirements shall constitute grounds for revocation of a conditional use permit.

F. *Deemed approved alcoholic beverage sales regulations.*

- (1) *Deemed Approved Status.* Except as otherwise provided in this section, any permitted or conditionally permitted off-premises alcoholic beverage establishments, and any legal nonconforming off-premises alcoholic beverage establishments lawfully operating prior to [EFFECTIVE DATE OF ORDINANCE] pursuant to an ABC license that authorizes the retail sale of alcoholic beverages for off-premises consumption shall thereafter be an establishment with deemed approved status in accordance with this subsection (F)(1). In addition, any alcoholic beverage establishment exempt from the requirement to obtain a conditional use permit pursuant to subsection (C)(2) of this section that lawfully commences operations prior to, on, or after [EFFECTIVE DATE OF ORDINANCE] shall be an establishment with deemed approved status for purposes of this section.
- (2) *Deemed approved performance standards.* The provisions of this subsection (F)(2) shall be known as the deemed approved performance standards. The purpose of these standards is to control dangerous or objectionable environmental effects of alcoholic beverage sales activities. These standards shall apply to all deemed approved alcoholic beverage sales activities that hold deemed approved status pursuant to this section. An off-premises alcoholic beverage sales activity shall retain its deemed approved status only

if it conforms to all of the following deemed approved performance standards:

- (a) All public nuisance provisions as established in Subsection (E) (e).
- (b) The alcoholic beverage sales establishment shall not cause adverse effects to the health, peace, or safety of persons residing or working in the surrounding area.
- (c) The alcoholic beverage sale establishment shall not jeopardize or endanger the public health, or safety of persons residing or working in the surrounding area.
- (d) The alcoholic beverage sale establishment shall not allow repeated nuisance activities within the premises or in close proximity of the premises, including, without limitation, disturbance of the peace, illegal drug activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, excessive littering, loitering, graffiti, illegal parking, excessive loud noises (especially in the late night or early morning hours), traffic violations, curfew violations, or lewd conduct.

(3) *Grounds for deemed approved status suspension, revocation, or termination.*

- (a) An alcoholic beverage sales establishment's deemed approved status may be suspended for up to one (1) year, modified or revoked by the Planning Commission after holding a public hearing in the manner prescribed in Section 9.240.340, for failure to comply with the performance standards set forth in subsection (F)(2) of this section. Notice of such hearing by the Planning Commission at which it will consider the modification, suspension, or revocation of an establishment's deemed approved status shall be in writing and shall state the grounds therefore. Notice shall be mailed by first-class mail and certified mail return receipt requested at least ten (10) days before the date of the hearing.
- (b) The occurrence of any of the following shall terminate the deemed approved status of the alcoholic beverage sales activity after notice and a hearing by Planning Commission in accordance with Section 9.240.340, and require the issuance of a conditional use permit in order to continue the alcoholic beverage sales activity:
 - (i) An existing alcoholic beverage sales activity changes its activity so that ABC requires a different type of license.
 - (ii) There is a substantial change in the mode or character of the operation.

- (iii) As used herein, the phrase “substantial modification to the mode or character of operation” includes, without limitation, the following:

 - (A) The off-sale alcoholic beverage sales activity establishment increases the floor or land area or shelf space devoted to the display or sales of any alcoholic beverage.
 - (B) The off-sale alcoholic beverage sales activity establishment extends the hours for the sales of alcoholic beverages.
 - (C) The off-sale alcoholic beverage sales activity establishment proposes to reinstate alcohol sales after the ABC license has either revoked or suspended for a period of one hundred eighty (180) days or greater by ABC.
 - (D) The off-sale alcoholic beverage sales activity voluntarily discontinues active operation for more than one hundred eighty (180) consecutive days or ceases to be licensed by ABC.
- (iv) A “substantial change in the mode of character of operation” shall not include:

 - (A) Re-establishment, restoration or repair of an existing off-sale alcoholic beverage sales activity on the same premises after the premises have been rendered totally or partially inaccessible by a riot, insurrection, toxic accident, or act of God, provided that the re-establishment, restoration, or repair, does not extend the hours of operation of the sale of alcoholic beverages, or adds to the capacity, floor or land area, or shelf space devoted to alcoholic beverages of any establishment that sells any alcoholic beverages for off-premises consumption.
 - (B) Temporary closure for not more than one hundred eighty (180) days in cases of vacation or illness or for purposes of repair, renovation, or remodeling if that repair, renovation, or remodeling does not change the nature of the premises and does not extend the hours of operation of any establishment, or add to the capacity, floor or land area, or shelf space devoted to alcoholic beverages of any establishment that sells any alcoholic beverages for off-premises consumption, provided notice is provided to the City. The Planning Commission may, upon request of an owner of an alcoholic beverage sales establishment that is made prior to the expiration of one hundred eighty (180) days, grant one (1) or more extensions to the period of temporary closure, none of which may exceed sixty (60)

days, and together not to exceed one hundred eighty (180) days.

- (v) Once it is determined by the City that there has been a discontinuance of active operation for one hundred eighty (180) consecutive days or a cessation of the ABC licensing, it may be resumed only upon the granting of a conditional use permit as provided in subsections (C) to (E) of this section. In the event that any active operation is discontinued on a property for a period of one hundred eighty (180) consecutive days, such discontinuance shall be presumed to be abandonment of the use by the property owner. At any time after any active operation is discontinued for a period of one hundred eighty (180) consecutive days or more, the City Manager, or his or her designee, shall notify the property owner in writing of the determination of presumed abandonment of the active operation. The property owner shall be notified by the City of the termination of the deemed approved status and shall be informed of the property owner's right to appeal the City's decision to the Planning Commission. Pursuant to Section 9.240.080, the property owner may appeal the determination to the Planning Commission, which may overturn the determination only upon making a finding that the evidence supports the property owner's position that the nonconforming use was not discontinued for a period of one hundred eighty (180) consecutive days or more.

- (4) *Investigative procedures of potential violation of performance standards by establishment with deemed approved status.* Upon the City's receipt of a complaint from the public, Riverside County Sheriff's, City official, or any other interested person that a deemed approved use is in violation of the performance standards set forth in this section, the following procedure shall be followed:

- (a) An enforcement officer shall assess the nature of the complaint and its validity by conducting an on-premises observation and inspection of the premises to assess the use's compliance with performance standards.
- (b) If the enforcement officer determines that the deemed approved use is in violation of the performance standards, the enforcement officer shall give written notice of the violation to the owner and/or operator of the establishment and seek to remedy the violation under the City's administrative citation procedures contained in Chapters 1.16 and 1.20 of this Code. The first notice of violation shall be given in accordance with Section 1.16.090 of this Code. If, however, the City Manager, in his or her sole discretion, determines that the violation is not capable of correction, presents a serious threat to public health or safety, or

otherwise warrants expedited action, he or she may in lieu of following the administrative citation procedure, refer the matter directly to the Planning Commission for a hearing at which the deemed approved use's deemed approved status may be suspended, modified, or revoked.

- (c) Any administrative citation issued under this section shall be issued, processed, and enforced in compliance with all of the provisions of Chapters 1.16 and 1.20 of this Code, unless otherwise expressly provided by this section. If the owner or operator receiving an administrative citation contests the citation and a hearing is held pursuant to Chapters 1.16 and 1.20, the hearing officer may, in addition to exercising all powers designated in Chapters 1.16 and 1.20, make a recommendation to the Planning Commission to suspend, modify, or revoke the deemed approved use's deemed approved status if in the judgment of the hearing officer, based upon information then before the hearing officer, such action is necessary to ensure compliance with this section. Such recommendation may include the suggestion of additional or amended reasonable conditions on the use, including, without limitation, the operational standards listed in subsection (E) of this section and the development standards listed in subsection (C) of this section.
- (d) If a hearing is conducted on a potential violation in the manner prescribed in Section 9.240.340, the Planning Commission shall determine whether the deemed approved use is in compliance with the performance standards. Based on this determination, the Planning Commission may suspend or revoke the deemed approved use's deemed approved status or impose additional or amended conditions on the use, including, without limitation, the conditions listed in the operational standards listed in subsection (E) of this section and the development standards listed in subsection (C) of this section, based on information then before it. In reaching a determination as to whether a use has violated the performance standards, or as to the appropriateness of suspending or revoking a deemed approved use's deemed approved status, or imposing additional or amended conditions on the use, the Planning Commission may consider:
 - (i) The length of time the deemed approved use has been out of compliance with the performance standards.
 - (ii) The impact of the violation of the performance standard(s) on the community.
 - (iii) Any information regarding the owner of the deemed approved use's efforts to remedy the violation of the performance standard(s).

(e) **“Efforts to Remedy” shall include, without limitation:**

- (i) **Timely calls to the Riverside County Sheriff’s that are placed by the owner and/or operator of the deemed approved use, his or her employees, or agents.**
- (ii) **Requesting that those persons engaging in activities causing violations of the performance standard(s) cease those activities, unless the owner of the deemed approved use, or his or her employees or agents feels that their personal safety would be threatened in making that request.**
- (iii) **Making improvements to the deemed approved use’s property or operations, including, without limitation, the installation of lighting sufficient to illuminate the area within the use’s property line, the installation of security cameras, clear unobstructed windows, clean sidewalks, and graffiti abated within three (3) days.**

(f) **If in the judgment of the Planning Commission, the operations of the owner or operator of the deemed approved use constitute a nuisance, the owner is unable or unwilling to abate the nuisance and the nuisance is shown to be a threat to the public health and safety of the surrounding neighborhood, the Planning Commission may suspend, modify, or revoke the use’s deemed approved status. If suspended, any continued sale of alcoholic beverages sales for on-premises or off-premises consumption shall require a conditional use permit approved by the Planning Commission.**

(g) **The decision of the Planning Commission shall be final and conclusive, unless appealed in accordance with the provisions of Sections 9.05.100 and 9.05.110 of this title.**

(5) ***Appeal from suspension, modification, or revocation of deemed approved status.* Any applicant or other person aggrieved by a decision of the Planning Commission from a suspension, modification, or revocation of an establishment’s deemed approved status pursuant to this section may appeal the decision to the City Council pursuant to Sections 9.05.100 and 9.05.110 of this title.**

G. ~~E.~~*Determination of public convenience or necessity.*

(1) ***Statement of policy.*** Pursuant to Article 1 of Chapter 6 of Division 9 of the California Business and Professions Code (commencing with Section 23950), ~~the~~ State of California Department of Alcoholic Beverage Control–(“ABC”) is charged with the responsibility under state statute to review and issue licenses for the sale and/or manufacture of alcoholic beverages. If issuance of a proposed license, excluding licenses for non-retail, hotel, motel, restaurant and

manufacturing establishments, would result in or add to an undue concentration of licenses, the City of Jurupa Valley may make a determination of public convenience or necessity for the license within ninety (90) days of receipt of an application. It is the responsibility of the applicant to justify the public convenience or necessity for alcohol sales. Issuance of a Letter of Determination of Public Convenience or Necessity is a discretionary action to be decided by the Planning Commission after reviewing the submittal of an application for a Determination of Public Convenience or Necessity.

- (2) *Determination of public convenience or necessity.* The City Council has established procedures for the determination of public convenience or necessity and has delegated the responsibility for making such determinations to the City of Jurupa Valley Planning Commission. The Planning Commission will consider a request from an applicant to make a determination whether or not a case for public convenience or necessity exists.
- (3) *Applications.* Applications for Issuance of a Letter of Determination of Public Convenience or Necessity shall be made in writing to the Community Development Department. To assist the city in making the determination, the applicant must provide a typed and detailed letter stating how public convenience or necessity would be served by issuance of the applied for license. The letter should include the following information:
 - (a) The type of license requested from ABC;
 - (b) Whether the requested license is an existing license;
 - (c) Name, address and telephone number of applicant;
 - (d) Name, address and telephone number of proposed business;
 - (e) A written statement of justification, including:
 - (i) The primary purpose of the business;
 - (ii) Whether the sale of alcohol an essential part of the primary purpose of the business;
 - (iii) Days and hours of operation;
 - (iv) The percentage of the business anticipated being alcohol sales;
 - (v) Whether there be concurrent sales of motor vehicle fuels and alcoholic beverages for off-premises consumption; and
 - (vi) The reasons or justifications for approving a determination of public convenience or necessity for an additional license;

- (f) A floor plan indicating the location and dimensions of space allocated for alcohol, the type and dimensions of storage areas and units, and the location for the sale of alcohol;
 - (g) Any safety measures or mitigations that may benefit the health, safety and welfare of the community;
 - (h) Any documentation on over-concentration and/or crime rates or conditions received from ABC;
 - (i) If the applicant operated at other locations, the name and address of each location;
 - (j) Any letters of support from the community for the sale of alcohol; and
 - (k) Any additional information as determined by the Community Development Department.
- (4) *Public hearing.* A public hearing shall be held on the application in accordance with the provisions of Section 9.240.250 and all the procedural requirements and rights of appeal as set forth therein shall govern the hearing.
- (a) The Planning Commission shall serve as the approving body subject to a public hearing, as required by Section 9.240.250.
 - (b) The Community Development Department shall route the application to the appropriate departments, including the Crime Prevention Unit of the Police Department, for input and recommendations.
 - (c) Once an application has been deemed complete, the Community Development Director shall consider and make a recommendation to approve, approve with conditions or deny the permit. The city wishes to balance the number of on -premises and off-premises establishments with the convenience of the local store consumers. The following criteria will be used when considering the approval of an off-premises consumption license:
 - (i) The retail location must consist of at least seven thousand (7,000) square feet of gross floor area.
 - (ii) No more than ten (10) percent of the floor area may be devoted to alcoholic beverage sales.
 - (iii) At least ten (10) percent of the floor area must be devoted to food sales.
 - (iv) If the location of the proposed ~~business establishment~~ is within a high crime **rate area**, which is **determined as Police Department by the Riverside County Sheriff's Department** ~~calls for service to alcohol~~

~~related incidences for twenty (20) percent or greater as compared to the average number reported for the city as a whole.~~

- (v) The subject project and building and proposed use has no outstanding Building and Health Code violations or code enforcement activity.
 - (vi) The site is properly maintained including building improvements, landscaping and lighting.
 - (vii) The proposed business is located more than one thousand (1,000) feet from a public or private school (pre-school through twelfth grade), as measured from any point upon the outside walls of the building or building lease space containing the proposed business to the nearest property line of the school.
 - (viii) The proposed business is not located along a regular path of pedestrian travel by school children to a public or private school (pre-school through twelfth grade).
- (d) The recommendation shall be forwarded to the Planning Commission which shall act to approve, approve with conditions, or deny the application within ninety (90) days from submittal.
- (5) *Findings.* The Planning Commission shall make the following findings in making a determination of public convenience or necessity and approving or conditionally approving an application for Issuance of a Letter of Determination of Public Convenience or Necessity:
- (a) That the proposed use will not be detrimental to the health, safety and welfare of the community;
 - (b) That the proposed use would enhance the economic viability of the area in which it is proposed to be located;
 - (c) That the proposed use is compatible with the surrounding area;
 - (d) That the background of the proposed licensee and the history of the premises or any premises the applicant has operated in the past were not detrimental to the health, safety and welfare of the community; and
 - (e) That the applicant will agree, in writing, to the conditions placed upon the application.
- (6) *Conditions of approval.* The Planning Commission may impose such conditions as are necessary to protect the health, safety and welfare of the community and fulfill the findings required for the determination of public convenience or necessity.

H. *Annual alcohol sales regulatory fee.*

- (1) The intent and purpose of this section is to impose a regulatory fee upon all off-sale establishments that sell alcoholic beverages and that either hold deemed approved status pursuant to this section or obtained a conditional use permit after [EFFECTIVE DATE OF ORDINANCE]. This fee shall provide for the enforcement and regulation of the conditions of approval, operational standards, development standards, and other applicable regulations set forth in this section with regard to off-sale alcohol establishments.**
- (2) The annual alcohol sales regulatory fee shall be established by resolution of the City Council. The fee shall be calculated so as to recover the total cost of both administration and enforcement of the performance standards and other applicable regulations set forth under this section upon all off-sale alcohol establishments that either hold deemed approved status pursuant to this section or obtained a conditional use permit after the [EFFECTIVE DATE OF ORDINANCE], including, for example, notifying establishments of their deemed approved status, administering the program, establishment inspection and compliance checks, documentation of violations, conducting hearings, and prosecution of violators, but shall not exceed the cost of the total program. All fees shall be used to fund the program. Fees are nonrefundable except as may be required by law.**

I. *Annual off-sale alcoholic beverage sales establishment inspection.*

- (1) The Code Enforcement division of the City of Jurupa Valley shall have the power and authority to enter an off-sale alcoholic beverage establishment during regular business hours to inspect the premises to determine compliance with the provisions of this Chapter.**
- (2) All off-sale alcoholic beverage sales establishments, including off-sale alcoholic beverage sales establishments with deemed-approved status, shall be subject to an annual inspection by a Jurupa Valley Code Enforcement Officer pursuant to the authority in subsection (I)(1).**

J. *Alcoholic beverage sales activity penalties.*

- (1) Any person or establishment violating any of the provisions of this section or who causes or permits another person to violate any provision of this section may be charged with an infraction or a misdemeanor, and shall be subject to the provisions of the general penalty clause as set forth in Chapter 1.15 of this Code.**
- (2) In addition to the penalties provided in this section, any use or condition caused or permitted to exist in violation of any of the provisions of these regulations shall be and is declared to be a public nuisance and may be abated as such by the City.**

- (3) Nothing in this section shall be construed to prevent the City from pursuing any and all other legal remedies that may be available, including, without limitation, civil actions filed by the City Attorney seeking any and all appropriate relief such as civil injunctions and penalties.
- (4) Notwithstanding Chapters 1.15, 1.16, 1.20, and 1.25 , or any other section of this Code to the contrary, any person, entity, or organization that violates the provisions of this section may be subject to civil penalties up to one thousand dollars (\$1,000) for each day said violation is in existence.
- (5) Any violator shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of these regulations is committed, continued, permitted, or caused by such violator and shall be punishable accordingly.
- (6) In addition to the punishment provided by law a violator is liable for such costs expenses and disbursements paid or incurred by the City or any of its contractors in correction, abatement, and prosecution of the violation. Re-inspection fees to ascertain compliance with previously noticed or cited violations may be charged against the owner of the establishment conducting the deemed approved use or owner of the property where the establishment is located. The enforcement officer shall give the owner or other responsible party of such affected premises a written notice showing the itemized cost of such chargeable service and requesting payment thereof. Should the bill not be paid in the required time, the charges shall be places as a lien against the property.”

Section 48. 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 49. 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 50. 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 51. 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 4th day of November, 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. 2021-21 was introduced at a meeting of the City Council of the City of Jurupa Valley on the 21st day of October, 2021, and thereafter at a regular meeting held on the 4th day of November, 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 4th day of November, 2021

Victoria Wasko, City Clerk
City of Jurupa Valley

ATTACHMENT 2
(Resolution for Fee Adoption)

RESOLUTION NO. 2021-87

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF JURUPA VALLEY, CALIFORNIA, AMENDING THE
SCHEDULE OF PLANNING FEES TO ADD AN ALCOHOL
SALES REGULATORY FEE TO THE CITY FEE
SCHEDULE**

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

Section 1. Section 3.65.030 of the Jurupa Valley Municipal Code provides that fees paid under Title 9 (“Planning and Zoning”) of the Jurupa Valley Municipal Code shall be as set forth in Section 3.65.030 or until modified by resolution of the City Council.

Section 2. Notwithstanding any provisions contained in the Jurupa Valley Municipal Code, and pursuant to Section 3.65.030 of the Jurupa Valley Municipal Code, the fee schedule for fees paid under Title 9 (“Planning and Zoning”) of the Jurupa Valley Municipal Code as set forth in Section 3.65.030.A., is hereby amended to establish an Alcohol Sales Regulatory fee as follows:

<u>(46)</u>	<u>Alcohol Sales Regulatory Fee</u>		<u>Flat Fee</u>	
	<u>(a)</u>	<u>General Fund</u>		
		<u>(i)</u>	<u>Planning Department</u>	<u>\$251.52</u>

Section 3. The City Council finds that the fixed fee set forth in this Resolution is not more than the estimated actual costs to the City for processing the applications for Community Benefit Permits.

Section 4. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Jurupa Valley on this 21st 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, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2021-87 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 21st day of October, 2021 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California, this 21st day of October, 2021.

Victoria Wasko, City Clerk
City of Jurupa Valley

ANNUAL ALCOHOL SALES REGULATORY FEE - COST ANALYSIS

The proposed Annual Alcohol Sales Regulatory Fee is intended to reimburse the City for costs associated with administering the Alcoholic Beverage Sales Ordinance. The annual fee considers the following factors:

1. Identification of the staff positions involved with the administration of provisions in the Alcoholic Beverage Sale Ordinance review and processing of the permit;
2. Identification of the hourly rate of the staff position assigned to administer the process;
3. Identification of the number of hours estimated to validate complaints, review business registration applications, conduct site inspections, and evaluate businesses that sell alcohol to determine compliance with the Operating and Performance Standards of the City's Alcoholic Beverage Sale Ordinance. The fee is intended to cover costs associated with the following; 1) review and analysis of proposed alcoholic beverage sales activity/business; 2) conduct a site inspection; 3) evaluate the proposed activity to determine compliance with Operating and Performance Standards; 4) prepare a report with a determination of either compliant or non-compliant; and 5) preparation of correspondence to business owner/applicant.

It is recommended that a Code Enforcement Officer II be assigned to handle the administration of the Annual Alcohol Sales Regulatory Fee program with a Code Enforcement Supervisor to assist. In addition, an Associate Planner and the Deputy City Attorney should also be included in the process.

With these recommendations, staff has identified the mid-range of each position's salary and calculated hourly rates. Table 1 provides the staff positions involved with administering the Annual Alcohol Sales Regulatory process, the mid-points of salary ranges for each position and corresponding hourly rates.

Table 1 - City Staff Positions and Hourly Rates		
Position	Middle of Salary Range	Hourly Rate
Code Enforcement Officer II	\$70,890	\$34.08
Code Enforcement Supervisor	\$107,867	\$51.85

Given the above information and the following identification of tasks, the cost for administering the Annual Alcohol Sales Regulatory Fee is estimated in Table 2.

Table 2 – Tasks and Estimated Costs			
Tasks	Rate	Hours	Total
A. Code Enforcement Officer II			
i. Site Inspection	\$34.08	4.0	\$136.32
ii. Review of Operation and Performance Standards	\$34.08	2.0	\$68.16
iii. Prepare correspondence	\$34.08	1.0	\$34.08
B. Code Enforcement Supervisor – Final Approval Signature	\$40.51	.25	\$12.96
		7.25	\$251.52

As required by the Mitigation Fee Act, the above information is intended to provide evidence that the fee will not exceed the reasonable and actual cost of administering the Annual Alcohol Sales Regulatory Fee.

ATTACHMENT 3
(Adopted Planning Commission Resolution No. 2021-9-2001)

RESOLUTION NO. 2021-09-22-01

**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 ALCOHOLIC BEVERAGE SALES
REGULATIONS, 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 February 24, 2021 regular City Council meeting, the City Council initiated an amendment to Section 9.240.490 of Chapter 9.240 ("General Provisions") of Title 9 ("Planning and Zoning") of the Jurupa Valley Municipal Code, to amend the City's regulations pertaining to the sale of alcohol (ZCA No. 21006) (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 tie 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. 21006 (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. 21006, 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 continued the item and the public hearing.

(c) On September 22, 2021, the Planning Commission of the City of Jurupa Valley held a public hearing on ZCA No. 21006, 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.

(d) 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. 21006:

(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 regulations

pertaining to the sale of alcohol, including requiring conditional use permits for all establishments that sell alcoholic beverages, adopting additional findings to address potential impacts of the sale of alcoholic beverages, requiring past and newly approved establishments to be subject to the same requirements as current applicants, imposing separation requirements between establishments on new applicants, and requiring an annual regulatory fee to cover the cost of enforcement, 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 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. 21006) should be adopted because the proposed Code Amendment is consistent with the City of Jurupa Valley 2017 General Plan in that:

(a) LUE 3.5 Residential Compatibility. Commercial uses abutting residential properties shall be designed to protect the residential use from the impacts of noise, vibration, light, fumes, odors, vehicular traffic, parking, and safety hazards;

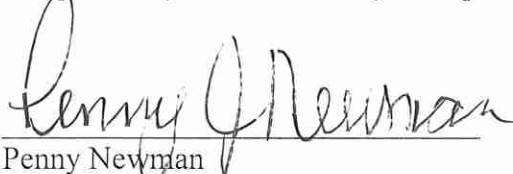
(b) LUE 6.2 Achieving Conformance. Encourage existing nonconforming uses to transition into conformance with the new land use designations and/or policies by enacting incentives, facilitating entitlement processing for new conforming land uses and, where necessary, establishing a fair abatement program;

(c) LUE 11.19 Property Maintenance. Property owners shall maintain their site, structures and landscaping in a safe, healthy, and attractive condition through the following:
1. Provide proactive code enforcement activities.

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 22nd day of September, 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. 2021-09-22-01 was duly adopted and passed at a meeting of the Planning Commission of the City of Jurupa Valley on the 22nd day of September, 2021, by the following vote, to wit:

AYES: COMMISSION MEMBERS:

Newman, Carmona, Pruitt

NOES: COMMISSION MEMBERS:

ABSENT: COMMISSION MEMBERS:

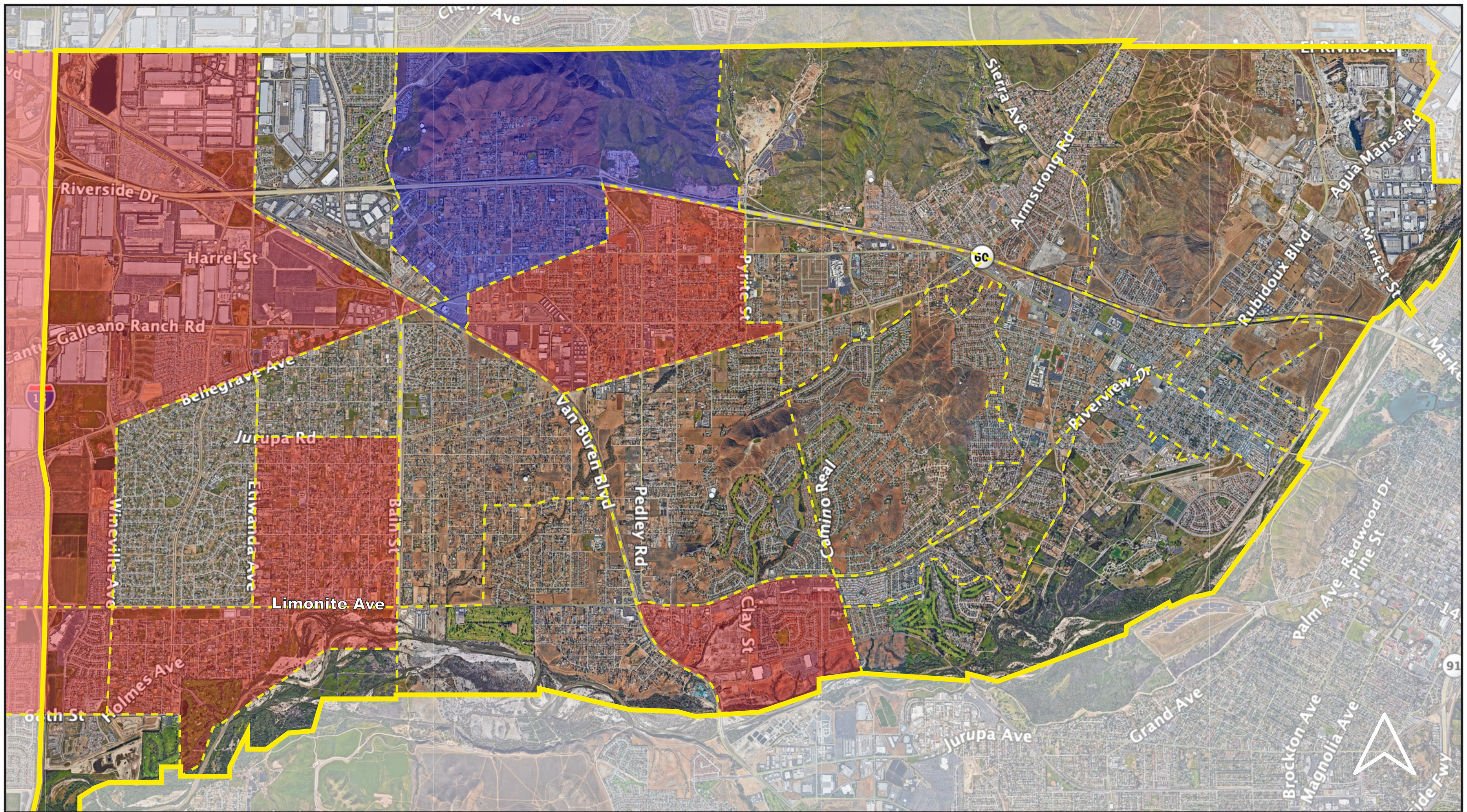
Jackson, Shultz

ABSTAIN: COMMISSION MEMBERS:



JOE PEREZ
COMMUNITY DEVELOPMENT DIRECTOR

ATTACHMENT 4
(Maps of Existing On-Sale Establishments – Maps A1 - A3)



Legend

- Census Tract Boundary
- Oversaturated Census Tract
- Maxed Out Census Tract



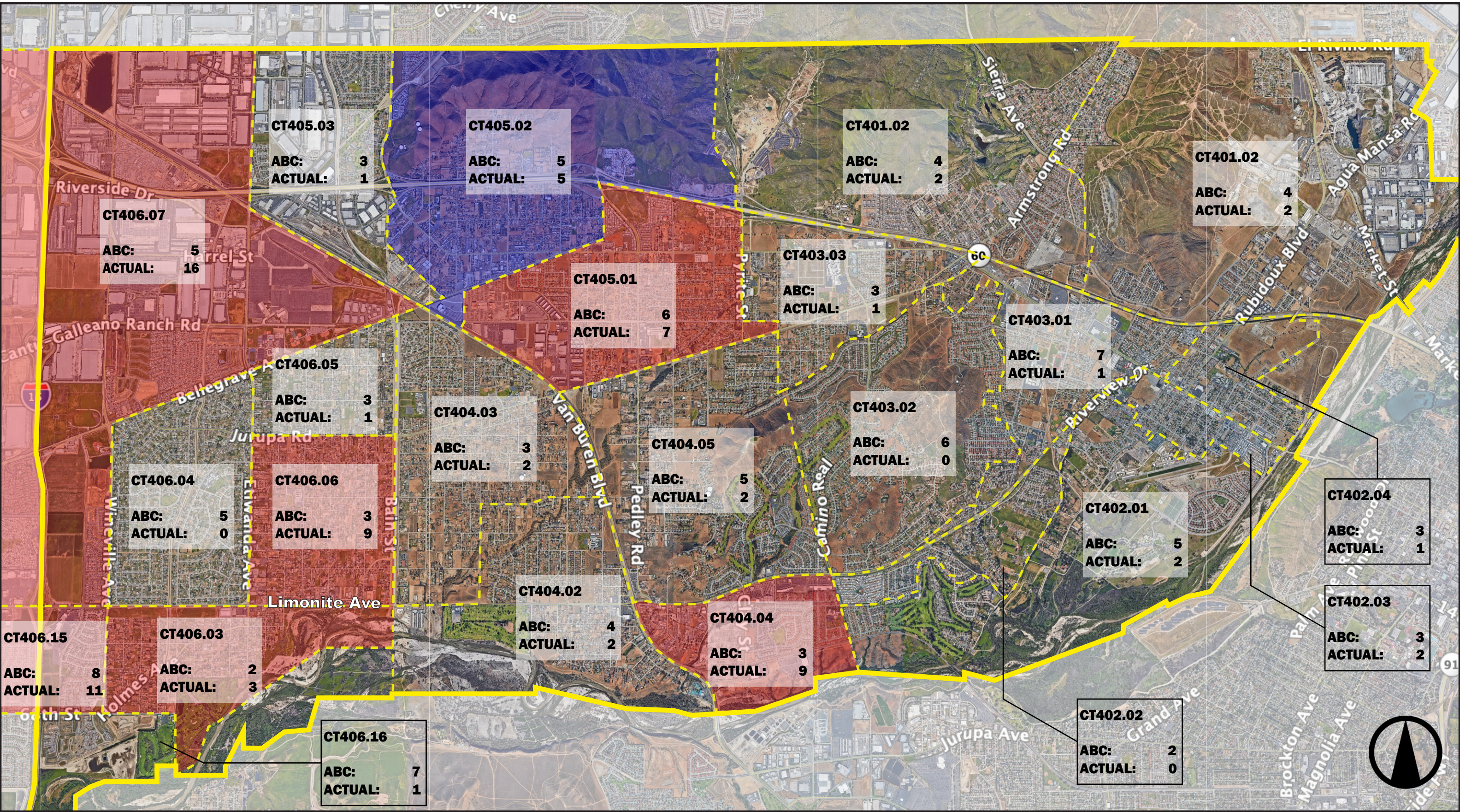
City of Jurupa Valley
Oversaturated Census Tracts - On-Sale Alcohol Permits



CIVIC
SOLUTIONS

Revised March 18, 2021

*Oversaturation based on Ca. Dept. of ABC
Census Tract Authorization calculation



Legend

- Census Tract Boundary
- Oversaturated Census Tract
- At Capacity Census Tract

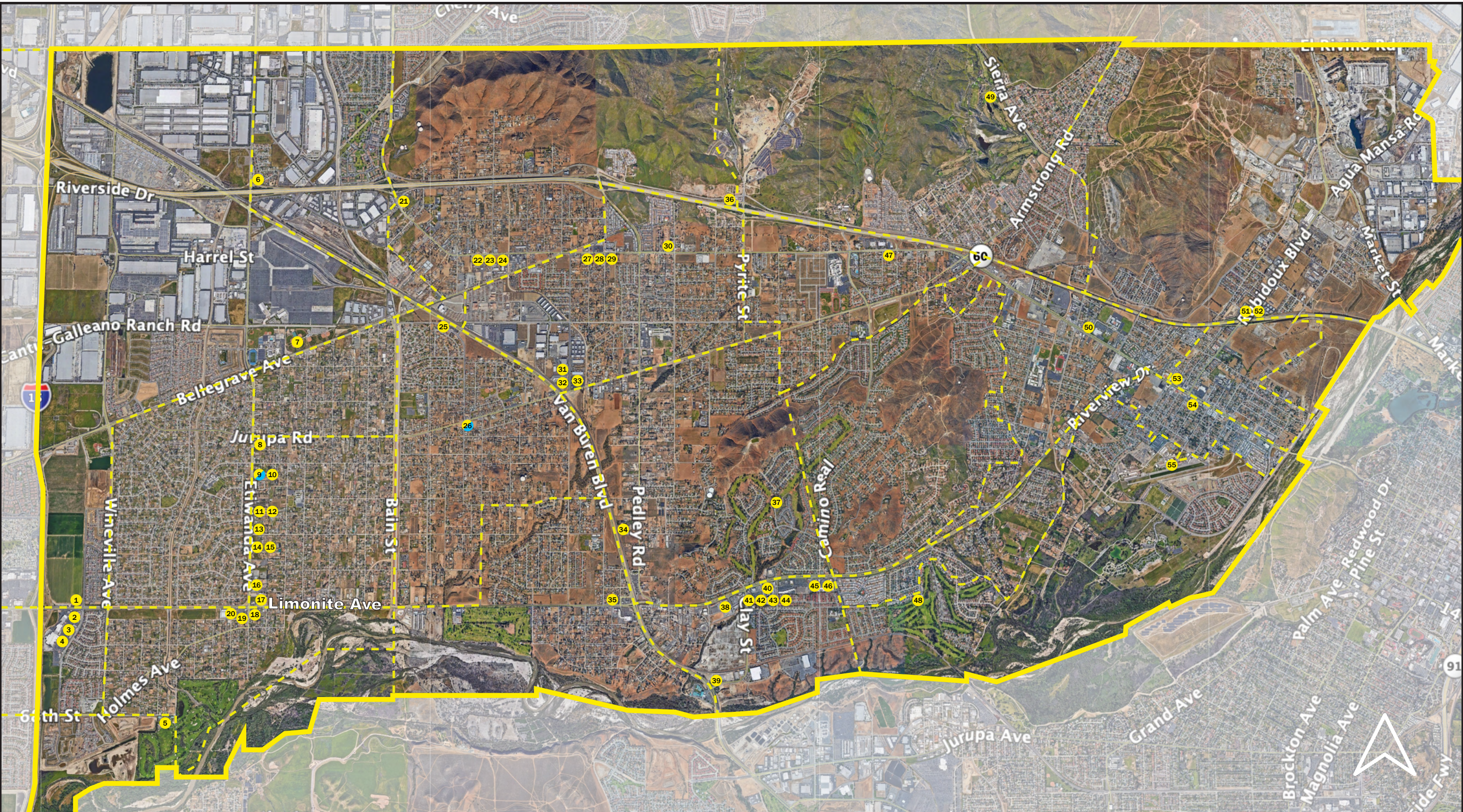
Oversaturated Census Tracts:	6
At-Capacity Census Tracts:	1
Remaining Census Tracts:	16



City of Jurupa Valley
Oversaturated Census Tracts | On-Sale Alcohol Permits

Revised July 21, 2021

*Oversaturation based on Ca. Dept. of ABC
Census Tract Authorization calculation



Legend

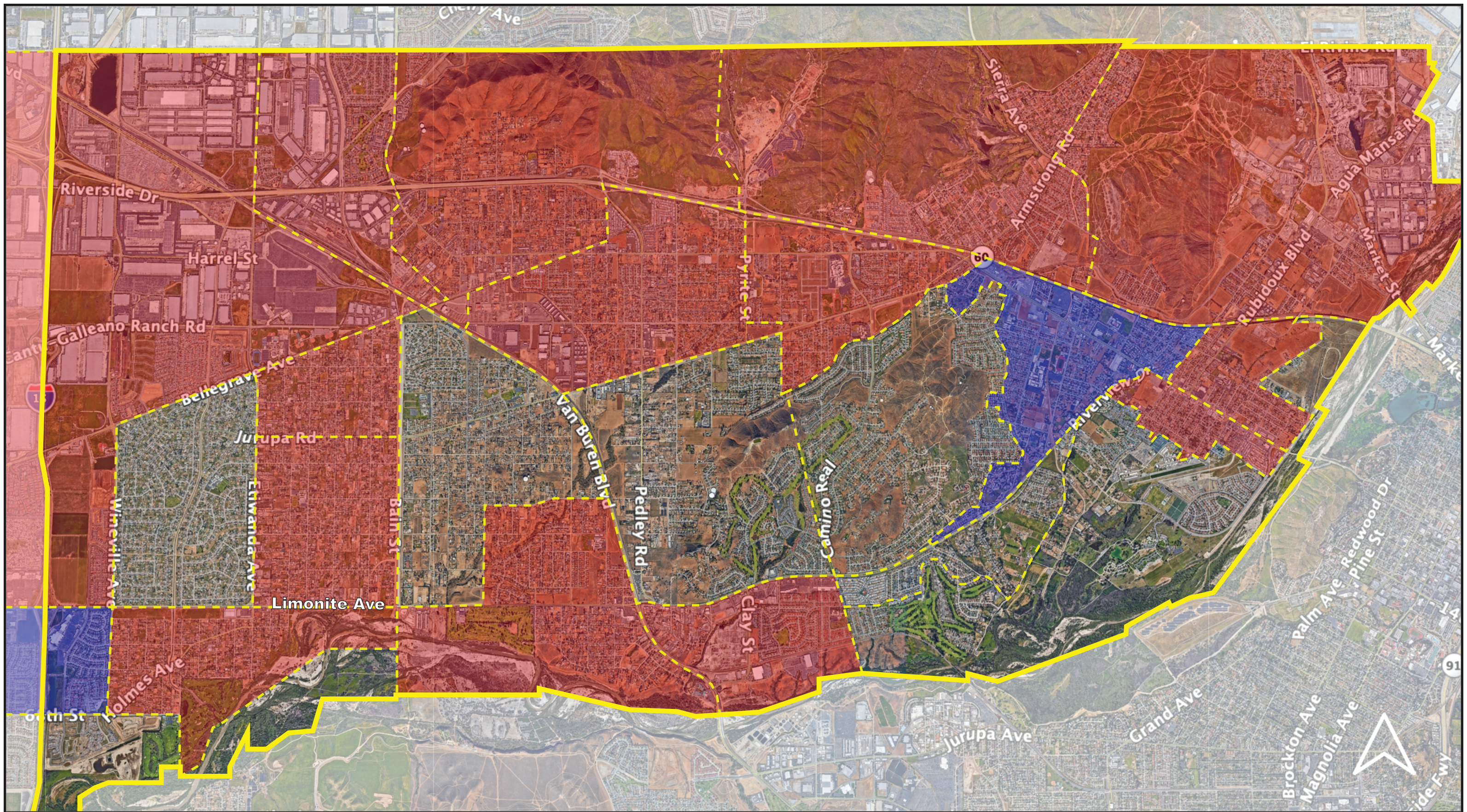
- Census Tract Boundary
- On-Sale Alcohol Permit
- On/Off-Sale Joint Alcohol Permit



City of Jurupa Valley
On-Sale Alcohol Permits within Census Tracts



ATTACHMENT 5
(Maps of Existing Off-Sale Establishments: B1, B2 and B3)



Legend

- Census Tract Boundary
- Oversaturated Census Tract
- Maxed Out Census Tract



City of Jurupa Valley
Oversaturated Census Tracts - Off-Sale Alcohol Permits

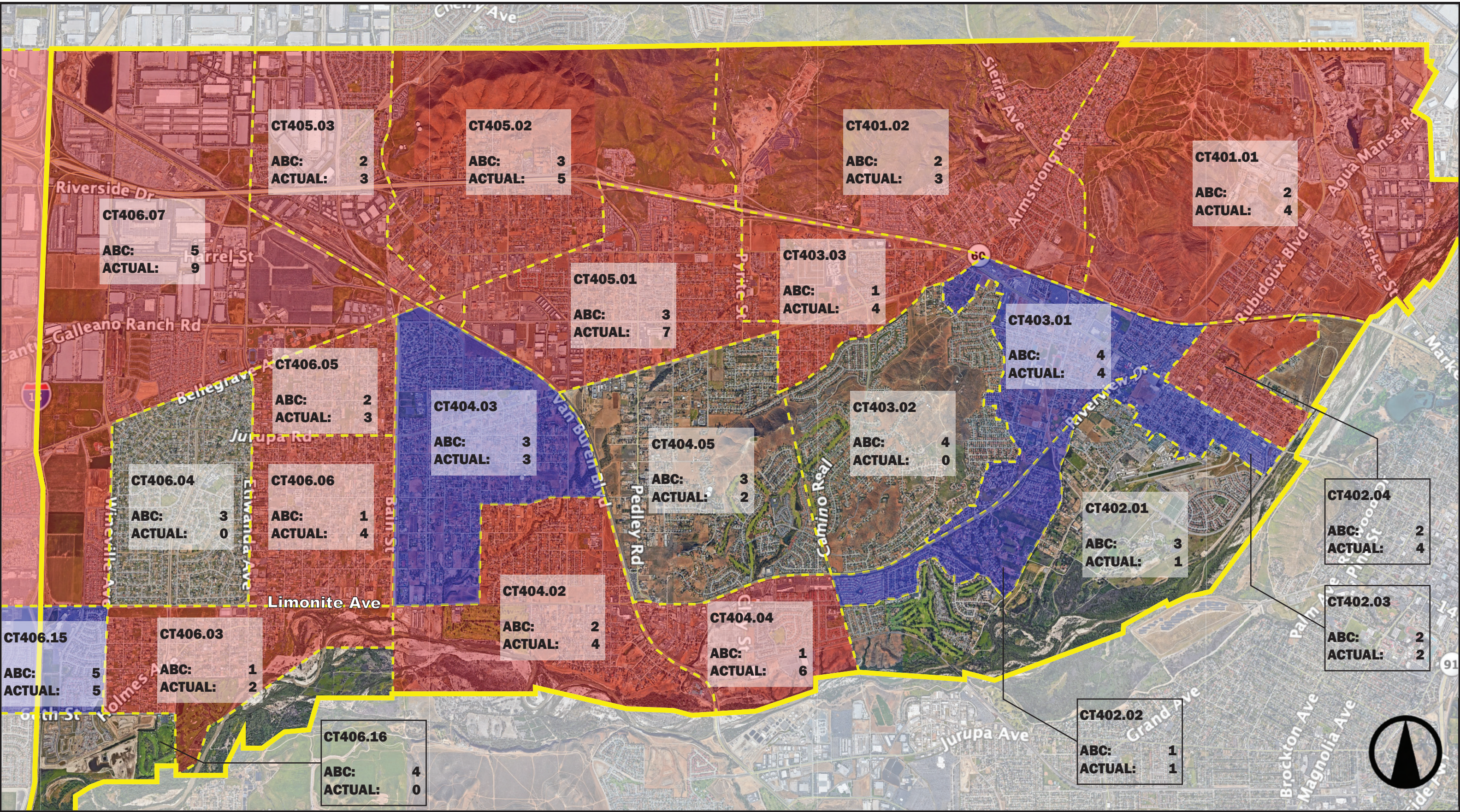
B1



CIVIC
SOLUTIONS

Revised March 18, 2021

*Oversaturation based on Ca. Dept. of ABC
Census Tract Authorization calculation



Legend

Revised July 21, 2021

Census Tract Boundary	Oversaturated Census Tracts:	13
Oversaturated Census Tract	At-Capacity Census Tracts:	5
At Capacity Census Tract	Remaining Census Tracts:	5






City of Jurupa Valley
Oversaturated Census Tracts | Off-Sale Alcohol Permits

*Oversaturation based on Ca. Dept. of ABC
Census Tract Authorization calculation



Legend

-  Census Tract Boundary
-  Off-Sale Alcohol Permit
-  On/Off-Sale Joint Alcohol Permit



City of Jurupa Valley
Off-Sale Alcohol Permits within Census Tracts



CIVIC
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*Permit locations are approximate

ATTACHMENT 6
(Planning Commission Staff Report 09-22-21

City of Jurupa Valley

RETURN TO AGENDA

STAFF REPORT

DATE: SEPTEMBER 22, 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. 21006 (ZCA21006) REVISING
REGULATIONS OF SECTION 9.240.490 (ALCOHOLIC BEVERAGE SALES)
AND ADDING AN ANNUAL ALCOHOL SALE REGULATORY FEE TO THE
CITY OF JURUPA VALLEY COMMUNITY DEVELOPMENT DEPARTMENT
FEE SCHEDULE

RECOMMENDATION

By motion, adopt Resolution No. 2021-09-22-01 recommending that the City Council adopt Ordinance No. 2021- XX (a) establishing new requirements for the sale of alcoholic beverages, (b) amends permitted uses pertaining to alcohol beverage sales in various portions of the zoning code, and (c) adding an Annual Alcohol Regulatory Fee to the Community Development Department Fee Schedule.

BACKGROUND

This hearing was continued from the August 11, 2021 Planning Commission meeting.

Over the last few years, the City Council has conducted many public hearings concerning applications for retail alcohol sales. During these public hearings, the City Council has repeatedly expressed concerns relating to the negative impacts the sale of alcoholic beverages presents to surrounding land uses. Problems noted include easy access of alcohol to under-age individuals, drinking and driving safety hazards, drunk individuals in public places, crime, trash, noise, loitering, vagrancy, and proximity of such business to schools, playgrounds, parks, churches, residents and other sensitive land uses. As a result of these concerns, Council members discussed potential modifications to the various sections of the Jurupa Valley Municipal Code regulating businesses that sell alcoholic beverages.

At its meeting on November 19, 2020, the City Attorney presented the City of El Cajon's Alcohol Beverage Sale Ordinance and identified key differences from the City's regulations. The City Council expressed support for using the El Cajon ordinance as a template for Jurupa Valley and voted to initiate a comprehensive update to the Municipal Code. A copy of the November 2020 staff report is attached.

As directed, the Planning Commission conducted a study session on February 24, 2021 and reviewed the significant features of the El Cajon ordinance. They recommended that the City adopt a similar ordinance since it would strengthen the City's ability to regulate existing and proposed establishments and offer greater protection for the community from the potential

negative effects of alcohol sales. The Planning Commission agreed with staff's proposed Ordinance. A copy of the staff report is attached.

Planning Commission Recommendations

The following is a summary of recommendations made by the Planning Commission:

1. Regulation of ALL Establishments that Sell Alcoholic Beverages. Jurupa Valley currently only regulates proposed/new establishments that sell alcoholic beverages for off-premises (off-sale) consumption. New businesses that sell alcohol for off-premises or on-premises consumption typically require a Conditional Use Permit (CUP) or a Site Development Permit (SDP). At the study session, the Planning Commission decided that any new business that sells alcoholic beverages (for either on-premises or off-premises consumption) in Jurupa Valley should be subject to a CUP.

It should be noted that the current and proposed regulations allow for certain exemptions from a Conditional Use Permit. For example, large-scale grocery stores that exceeds 20,000 square-feet of floor area would still be allowed to sell alcohol without obtaining a CUP. This exemption will be maintained in the proposed Ordinance.

2. "Deemed Approved" Alcoholic Beverage Sales Regulations. The Planning Commission evaluated a "Deemed Approved" process at its study session in February. The "deemed approved" process would apply to existing, legally established off-sale businesses currently selling alcoholic beverages throughout the community. Such a process is desirable to bring previously approved businesses into closer compliance with new code requirements. With the "deemed approved" process, new regulations and performance standards will apply to existing establishments (assuming they were legally established).

The process for bringing "deemed approved" businesses into compliance with the proposed code requirements is presented in Section 6 "Enforcement and Annual Fee" and in subsection (b) under the heading of "Requested Information" of this staff report.

3. Operating and Performance Standards. Although the City currently has development standards for establishments that sell alcoholic beverages for off-premises consumption with the sale with motor vehicle fuel, the Planning Commission recognized that stricter operating and performance standards are necessary to ensure consistent levels of public safety, aesthetics, and levels of service.

As noted in the previous staff report, operational standards will establish the following specific standards for new establishments: bottle/can size; product location, exterior lighting; training; signage; and window displays. Other standards pertain to nuisance activities on-premises (or in close proximity to the site), on-going obligations to mitigate alcohol-related problems, procedures to address complaints, and the upkeep and operating requirements that promote the livability or appropriate development of abutting properties and the surrounding neighborhood.

It was recommended that the operating and performance standards set forth in the El Cajon ordinance be applied in Jurupa Valley.

4. Separation Requirements. The El Cajon Ordinance includes a separation requirement of 600 feet for new off-sale establishments from a residentially-zoned property and other sensitive uses. Since Jurupa Valley has identified an excess of overconcentrated or oversaturated census tracts, a one thousand (1,000) foot separation distance was recommended to the Planning Commission and Planning Commission preferred the recommended one thousand (1,000) foot separation distance. Thus, the proposed Ordinance includes the recommended separation distance. The proposed Ordinance also

includes some exceptions to the separation requirements for certain projects. There are a few exceptions to the separation distance:

- a. A restaurant with an ancillary bar with less total square footage than the restaurant eating area;
- b. An alcoholic beverage manufacturer, such as a craft brewery, with an ancillary tasting room or craft brewery with a full-service restaurant;
- c. An alcoholic beverage sale establishment (both on-sale and off-sale) are proposed as part of a "Mixed-use Development";
- d. An alcoholic beverage sale establishment (both on-sale and off-sale) are proposed as part of a new commercial project consisting of four (4) or more tenant spaces;
- e. An alcoholic beverage sale establishment (both on-sale and off-sale) located within the boundaries of the "Pedley Town Center," "Glen Avon Town Center" or "Rubidoux Town Center" as delineated in the City of Jurupa Valley General Plan;

Further discussion regarding this provision is presented in subsection e under the heading of "Other Recommendations" in this report.

5. Public Convenience and Necessity (PCN) Provisions. As presented in the previous staff report, when the State of California Alcohol Beverage Control Board (ABC Board) intends to issue a license for the sale and/or manufacturing of alcoholic beverages in a census tract that is (or will become) "over concentrated" with licenses, Business and Professions Code Section 23598.4(b)(2) requires the City to make a "Determination of Public Convenience or Necessity (PCN)" within ninety (90) days of receipt of a complete application. The procedures and findings for making the PCN Determination are currently provided in the City's zoning code. If the City does not make a determination within 90 days, then ABC can issue a license if the applicant makes an application with ABC and can demonstrate that the PCN would be served by their establishment.

After reviewing these provisions, the Planning Commission expressed that it would be advantageous to keep this section of the code because it allows the City additional control.

6. Enforcement and Annual Fee. As described during the study session in February 2021, when the City receives a complaint from the general public of a potential code or condition of approval violation, the City's Code Enforcement Department is required to investigate the complaint. Upon confirmation of a violation, there is additional staff time and resources required to work with the operator/owner to resolve the matter. Currently, this staff time and resources are not covered by any deposit by the operator/owner. Furthermore, when circumstances involve a revocation process of an entitlement such as a Conditional Use Permit, it would require more City time and resources.

After discussing the merits of establishing an annual fee to monitor compliance and mitigate enforcement costs, the Planning Commission recommended that the City adopt an "annual alcohol sale regulatory fee" to cover the cost of enforcement of conditions and applicable regulations. The fee study is attached as Attachment No. 6.

Requested Information

At the study session, the Planning Commission requested additional information on the following:
a) the number and location of all businesses that sell alcoholic beverages and the status of all citywide census tracts; b) the details for "deemed approved" provisions; c) the issues noted by

Code Enforcement, the Sheriff's Department and the ABC Board; and d) the estimated cost of an "annual alcohol regulatory fee."

- a. Number and Location of Alcoholic Beverage Sales/Census Tract Status. Since the February study session, maps have been prepared that provide information pertaining to the number and location of all existing establishments that sell alcoholic beverages. In addition, all census tracts have been reviewed and mapped to illustrate their status of either "over concentrated," "at capacity" or "under capacity" (as determined by the ABC Board). The maps are included as Attachments 3 and 4 to this staff report.

On-sale Businesses

There is a total of 55 businesses with "on-sale" alcohol sales licenses. Maps A1, A2 and A3 show the location and number of these "on-sale" licenses existing in the 23 census tracts delineated in Jurupa Valley. Out of the 23 census tracts, six are over-saturated with businesses that sell alcoholic beverages for consumption on-premises. One census tract is considered "at capacity," meaning no additional establishments should be allowed unless a PCN Determination is obtained and 16 census tracts have a remaining balance for approximately 47 new licenses.

Off-sale Businesses

There is a total of 64 businesses with "off-sale" alcohol sales licenses. Maps B1, B2 and B3 illustrate the location and number of "off-sale" licenses existing in the 23 census tracts delineated in Jurupa Valley. Out of the 23 census tracts, 13 are over-saturated with businesses that sell alcoholic beverages for consumption off-premises. Five census tracts are considered at capacity and five are under capacity with a remaining balance for 14 new licenses.

Importantly, it should be noted that more than half of the City's census tracts are deemed "over-saturated" with establishments that sell alcohol for off-premises consumption. The prevalence of these types of businesses combined with ineffective operating/performance standards and limited enforcement capacity is likely the basis for frequent City Council discussions.

- b. "Deemed Approved" Provisions. The Planning Commission requested additional information on the "deemed approved" provisions. Importantly, the intent of the process is to achieve closer compliance of existing alcoholic beverage retailers with the proposed regulations and performance standards that will improve overall site conditions, alleviate blight and increase protection to the community from problems associated with the sale of alcoholic beverages.

Many establishments that sell alcohol for off-premises consumption were approved many years ago and under the County of Riverside jurisdiction. It is assumed that such establishments were approved with limited review and regulation and without effective conditions of approval that ensure land use compatibility. As a result, the proposed "deemed approved" process includes the following proposed components:

- "Deemed Approved Status" applies to any permitted or conditionally permitted, legal nonconforming off-sale establishment (lawfully operating on or before the effective date of the proposed Ordinance) and alcoholic beverage establishments that are exempt from obtaining a CUP pursuant to the proposed Ordinance (Subsection (C)(2) of the proposed Ordinance);
- Imposes performance standards on "deemed approved" establishments intended to control dangerous and/or objectionable environmental effects of alcoholic

beverage sales activities. "Deemed approved" establishments will receive notice of their status and the required performance standards.

- "Deemed approved" enforcement process is initiated when Code Enforcement receives a complaint or when an application is submitted for a business registration;
- Code Enforcement Officer investigates nature of a complaint (or when a business registration application is submitted) and conducts an on-site inspection to determine compliance with performance standards. If establishment is not in compliance, the Code Enforcement Officer initiates code enforcement process (inclusive of violation notices and citations).
 - If compliance is not achieved, or if the business owner contest the citation, a hearing will be conducted on the violation to determine whether the deemed approved use is in compliance with the performance standards. Based on this determination, the Planning Commission may suspend or revoke the "deemed approved" status or impose additional conditions on the establishment;
 - If the "deemed approved" status is suspended or revoked, the establishment must obtain a CUP in order to continue to lawfully sell alcoholic beverages in the City. It will be considered a new, proposed establishment.
 - If compliance is achieved through the Code Enforcement process, the establishment will be allowed to continue only if it remains in compliance with performance standards and pays the annual fee.
 - The proposed Ordinance provides for investigative procedures for potential violations of performance standards by establishment with deemed approved status. If a notice of violation is provided to the operator / owner of the violation, and the City Manager has determined that the violation is not capable of correcting, presents a serious threat to public health or safety, or otherwise, warrants expedited action, the City Manager has authority to refer the matter to the Planning Commission. The Planning Commission would hold a hearing at which the deemed approved use's status may be suspended, modified, or revoked.

To assist the Planning Commission and City Council during its evaluation of the proposed Ordinance, a comparison between "deemed approved" establishments and the "new on-sale and off-sale" establishments is provided in the table below.

Alcoholic Beverage Sales Process		
Comparison of new uses and existing "deemed approved" uses		
	All new "on- and off- sale" alcoholic beverage sale establishments	"Deemed Approved" applies to permitted, conditionally permitted, legal non-conforming alcoholic beverage sale establishments
Conditional Use Permit (CUP)	Required except when it is a large commercial retail that is 20,000 sf or larger and does not sell motor vehicle fuel	CUP is not required if the establishment has a "deemed approved" status.
Business Registration	Required	Required

Annual Inspection	Not required (but could require as a condition of approval)	Required upon application of business license and upon receipt of a complaint
Annual Alcohol Sale Regulatory Fee	None	Yes (\$251.52 per year)
Separation Requirements	Yes (with exceptions such as restaurants with ancillary bars, breweries/wineries, mixed-use projects, and multi-tenant commercial project, or located in Town Centers)	Not applicable. These are previously approved existing establishments.
Development Standards	Yes (Section (C))	No
Operational Standards	Yes (Section E)	No
Performance Standards	None. Development & Operational Standards apply	Yes (Section (G)(2))
CUP Findings	Yes (Section (C)(8))	Not applicable. These are previously approved establishments.
Subject to Revocation	Yes (existing code and Section (C)(9))	Yes (Section F(3)-(5))
PCN Required?	Yes, if establishment is located in an overconcentrated census tract	Not applicable. These are previously approved establishments.

c. Issues noted by Code Enforcement, Sheriff's Department and ABC Board

Jurupa Valley Code Enforcement

In the last four years, the City's Code Enforcement Department reported that it has responded to complaints at two alcohol sales businesses that were in violation of their conditions of approval. Both complaints were resolved. One complaint was received pertaining to a business operating at 9214 Limonite Avenue. The complaint was that the AM/PM was selling single cans in violation of its CUP. The case was investigated, compliance was achieved, and the case was closed.

Another incident occurred at 5804 Mission Boulevard. Code Enforcement was alerted that the Circle K was selling distilled spirits in violation of its CUP. The case was investigated, compliance achieved, and the case was closed.

Currently, there are no active code cases involving alcohol sales.

County of Riverside Sheriff's Department

The County of Riverside Sheriff's Department provided information pertaining to the number of "drunk in public" and "driving under the influence" arrests made in Jurupa Valley during the 2020 calendar year. According to arrest records, 215 individuals were arrested for being drunk in public and 252 individuals were arrested for driving under the influence. Data pertaining to underage drinking and alcohol sales to minors are not available.

California Department of Alcoholic Beverage Control (ABC)

An agent with the ABC reported issuance of one citation during 2020 to the La Tentacion Night Club on Mission Boulevard in the Rubidoux Village area. The citation involved failure to obey an "Order issued as part of an Emergency Service" and resulted from the business selling alcoholic beverages during the COVID-19 Pandemic. No other businesses were reported to be in violation of ABC license regulations.

d. Annual Alcohol Regulatory Fee

When establishing an appropriate amount for an Annual Alcohol Regulatory Fee, the following items should be considered:

1. The staff positions and workflow involved in administering the process.
2. The hourly rate of the staff positions assigned to implement enforcement procedures.
3. The total number of hours estimated to investigate a complaint, conduct a site inspection, evaluate the business for compliance with performance standards and employee training.

The proposed Annual Alcohol Regulatory Fee will need to be approved by the City Council through an amendment to the Community Development Department's fee schedule. A fee study justifying why the fee will not exceed the City's actual and reasonable costs in administering the new Annual Alcohol Regulatory Fee is attached to this report. Results of the fee study indicate that an appropriate amount for the administration of tasks involved with the annual fee is estimated to be \$251.52. If the City Council agrees with the fee study, they will be asked to adopt a separate resolution.

Other Recommendations

Since the Planning Commission study session in February, additional research has been conducted pertaining to "separation requirements." The following information is presented for the Planning Commission's consideration to include in the proposed Ordinance.

1. Separation Requirements. As identified previously in this report, the El Cajon Ordinance includes a separation requirement of 600 feet for new **off-sale** establishments from a residentially zoned property and other sensitive uses. Since Jurupa Valley has identified an excess of overly concentrated census tracts, it was recommended that the Planning Commission consider increasing this amount to one thousand (1,000) feet and expanding the requirement to new **on-sale** establishments. The new requirement reads as follows:

No new on-sale or off-sale alcoholic beverage establishment shall be located within one thousand (1,000) feet of an existing on-sale or off-sale alcohol beverage establishment and/or within one thousand (1,000) feet of residentially zoned property, public or private schools, daycare facilities, home daycare facilities, health care facilities, religious facilities, parks or playgrounds, and off-sale alcoholic beverage establishments, except:

- a) *A restaurant with an ancillary bar with less total square footage than the restaurant eating area; and*
- b) *An alcoholic beverage manufacturer, such as a craft brewery, with an ancillary tasting room or craft brewery with a full-service restaurant.*

While these exceptions are important, staff believes additional flexibility should be included in the instance of a proposed "mixed-use development," commercial project with more than four (4) commercial buildings, or in a Town Center. Including these exceptions

would promote areas or projects with entertainment and dining. The following additions are recommended to be included with the two exceptions above this paragraph:

- An alcoholic beverage sale establishment (both on-sale and off-sale) are proposed as part of a "Mixed-use Development";
- An alcoholic beverage sale establishment (both on-sale and off-sale) are proposed as part of a new commercial project consisting of four (4) or more commercial buildings; and
- An alcoholic beverage sale establishment (both on-sale and off-sale) located within the boundaries of the "Pedley Town Center," "Glen Avon Town Center" or "Rubidoux Town Center" as delineated in the City of Jurupa Valley General Plan.

The Jurupa Valley Municipal Code does not currently have a definition for "mixed-use development" so staff recommends adding the following definition to its list of definitions:

Mixed-use Development: A mixed-use development means a development project that contains residential and non-residential land uses planned, developed, owned and managed as a unit, providing common on-site parking, open space, access, and other shared facilities and which may be held in single ownership or by participants in a condominium cooperative. Mixed-use developments are typically comprised of commercial uses on the ground floor with apartments or offices above the ground floor.

2. Additional Regulations for Sale of Beer and Wine for Convenience Stores at Gas Stations.

A recent review of conditional use permits issued for the sale of beer and wine in conjunction with convenience stores and gas stations revealed that the following list of standard conditions are often imposed:

- a) *Limited Sale of Alcoholic Beverages.* The following types of alcoholic beverages (beer and wine) for off-site consumption are prohibited:
 - i. Single can or bottle of alcoholic beverage less than or equal to forty (40) ounces.
 - ii. Packages containing less than six (6) cans, or bottles, to a case.
- b) *Immediate Removal of Loiterers.* The applicant shall remove any loiterer once discovered. If the applicant fails to immediately remove any loiterer, the Conditional Use Permit and Determination of Public Convenience or Necessity (if applicable) for the sale of beer and wine for off-site consumption may be subject to revocation.
- c) *Access points of the convenience store.* All exterior access points to the building shall be secured and illuminated to identify any person and/or activity during late night hours. Employees shall limit trash removal and any unnecessary opening of exterior access points during late night hours.

Since these conditions of approval are routinely included with the aforementioned type of approval, it is recommended that these would be development standards in the proposed Ordinance.

3. Revised Finding for Public Convenience & Necessity. It is recommended that the one of the findings for PCN should be consistent with the following finding for a CUP: "The location of the proposed establishment is not within a high crime area, which is determined by the Riverside County Sheriff's Department."

ENVIRONMENTAL REVIEW

The proposed Zoning Code Amendment (ZCA20006) of the Jurupa Valley Municipal Code, amending the City's regulations pertaining to alcoholic beverage sales, 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

The proposed Ordinance is comprehensive in regulating the sales of alcoholic beverages and reducing its impacts to the community because of the following: 1) it requires a Conditional Use Permit for new on-sale and off-sale of alcoholic beverages; 2) it establishes new regulations, a "deemed approved" process and performance standards for all approvals including legal, nonconforming businesses; 3) it requires minimum separation distances for most new alcoholic beverage sale establishments, and 4) it includes expanded enforcement procedures for these regulations with an annual fee for cost recovery.

Prepared by:



Tamara Campbell
Principal Planner

Submitted by:



Joe Perez
Community Development Director

Reviewed by:

//s// Serita Young

Serita Young
Deputy City Attorney

ATTACHMENTS

1. Resolution No. 2021-09-22-01
2. Proposed Jurupa Valley Ordinance for Alcoholic Beverage Sales
3. Maps (A1 – A3) of existing establishments with on-premises alcohol sales and census tract information
4. Maps (B1, B2 and B3) of existing establishment with off-premises alcohol sales and census tract information

5. Examples of Various Sizes of Alcoholic Beverage Containers
6. Annual Alcohol Sales Regulatory Fee – Cost Study
7. Planning Commission Staff Report and Minutes for February 24, 2021 meeting