



**REGULAR MEETING AGENDA
OF THE JURUPA VALLEY CITY COUNCIL**

Thursday, January 20, 2022

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

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

2. STUDY SESSION - AFFORDABLE HOUSING IN LIEU FEE STUDY

**A. STUDY SESSION TO DISCUSS INCLUSIONARY HOUSING POLICIES
AND THE AFFORDABLE HOUSING IN-LIEU FEE STUDY**

Requested Action: That the City Council receive, discuss and file a presentation from RSG, Inc. regarding inclusionary housing policies and the affordable housing in-lieu fee study.

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

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

4. INVOCATION

5. PLEDGE OF ALLEGIANCE

6. APPROVAL OF AGENDA

7. PRESENTATIONS

A. PUBLIC WORKS DEPARTMENT - STAFF INTRODUCTIONS

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. COUNCIL MEMBER LORENA BARAJAS BISBEE

- 1. UPDATE ON THE WESTERN RIVERSIDE COUNTY - REGIONAL CONSERVATION AUTHORITY MEETING OF JANUARY 10, 2022**

B. COUNCIL MEMBER BRIAN BERKSON

- 1. UPDATE ON THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION MEETING OF JANUARY 12, 2022**

2. UPDATE ON THE NORTHWEST TRANSPORTATION NOW COALITION MEETING OF JANUARY 13, 2022

3. UPDATE ON THE MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE MEETING OF JANUARY 20, 2022

C. COUNCIL MEMBER GUILLERMO SILVA

1. UPDATE ON THE NORTHWEST MOSQUITO AND VECTOR CONTROL DISTRICT MEETING OF JANUARY 20, 2022

11. CITY MANAGER'S UPDATE

12. SHERIFF'S DEPARTMENT UPDATE

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

13. APPROVAL OF MINUTES

A. DECEMBER 16, 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. CONSIDERATION OF CHECK REGISTER IN THE AMOUNT OF \$5,040,897.87

Requested Action: That the City Council ratify the check registers dated November 23 and December 2, 9, 16, 23, and 30, 2021 and January 6, 2022 as well as the payroll registers dated November 26, and 30 and December 10, 24 and 31, 2021.

C. AUTHORIZING THE DESTRUCTION OF CERTAIN OBSOLETE CITY RECORDS

Requested Action: That the City Council adopt Resolution No. 2022-01, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AUTHORIZING THE DESTRUCTION OF CERTAIN OBSOLETE CITY RECORDS

D. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ACCEPTING CERTAIN STREETS INTO THE CITY MAINTAINED STREET SYSTEM FOR TRACT MAP 20249 LOCATED NORTH OF INDIAN HILLS GOLF CLUB BETWEEN THE INTERSECTIONS OF GOLF STREET AND STARVIEW DRIVE AND KACHINA DRIVE AND VIRTUE VISTA DRIVE (ICB JURUPA VALLEY 55 LLC)

1. Requested Action: That the City Council adopt Resolution No. 2022-02, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, ACCEPTING CERTAIN STREETS INTO THE CITY MAINTAINED STREET SYSTEM (TRACT MAP 20249 LOCATED NORTH OF INDIAN HILLS GOLF CLUB BETWEEN THE INTERSECTIONS OF GOLF STREET AND STARVIEW DRIVE AND KACHINA DRIVE AND VIRTUE VISTA DRIVE) PURSUANT TO STREETS AND HIGHWAYS CODE SECTION 1806

2. Authorize the City Manager to record the Notice of Completion; and
3. 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

E. APPROVAL OF REPLACEMENT SUBDIVISION AGREEMENTS AND ACCEPTANCE OF REPLACEMENT BONDS FOR TRACT MAP 32722 LOCATED ON THE NORTH SIDE OF MISSION BOULEVARD BETWEEN PYRITE STREET AND CAMINO REAL (KEYSTONE DCS, INC.)

1. Requested Action: That the City Council approve and authorize the Mayor and City Clerk to execute the replacement Subdivision Agreements; and
2. That the City Council accept the rider to Faithful Performance Bond No. 024252674 in the amount of \$401,000 and Material and Labor Bond No. 024252674 in the amount of \$200,500 from the Ohio Casualty Insurance

Company for the construction of improvements within Tract Map 32722 and the Faithful Performance Bond No. 024252676 in the amount of \$10,000 from International Fidelity Insurance Company for the subdivision monuments.

F. APPROVAL OF TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) REIMBURSEMENT AGREEMENTS BY AND BETWEEN THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND THE CITY OF JURUPA VALLEY FOR THE VAN BUREN BOULEVARD WIDENING (LIMONITE TO SANTA ANA RIVER), MARKET STREET WIDENING (RUBIDOUX TO SANTA ANA RIVER), CANTU GALLEANO RANCH ROAD GAP CLOSURE (BELLEGRAVE TO .31 MILES WEST), AND BELLEGRAVE AVENUE WIDENING (CANTU GALLEANO RANCH TO VAN BUREN)

1. Requested Action: That the City Council approve and authorize the City Manager to execute the TUMF Reimbursement Agreement by and between WRCOG and the City of Jurupa Valley for Van Buren Boulevard Widening (Limonite to Santa Ana River) – Right-of-Way and Construction phases in substantially the form attached to the staff report as approved by the City Attorney; and
2. Approve and authorize the City Manager to execute the TUMF Reimbursement Agreement by and between WRCOG and the City of Jurupa Valley for Market Street Widening (Rubidoux to Santa Ana River) – Planning and Engineering phases in substantially the form attached to the staff report as approved by the City Attorney; and
3. Approve and authorize the City Manager to execute the TUMF Reimbursement Agreement by and between WRCOG and the City of Jurupa Valley for Cantu Galleano Ranch Road Gap Closure (Bellegrave to .31 miles west) – Planning and Engineering phases in substantially the form attached to the staff report as approved by the City Attorney; and
4. Approve and authorize the City Manager to execute the TUMF Reimbursement Agreement by and between WRCOG and the City of Jurupa Valley for Bellegrave Avenue Widening (Cantu Galleano Ranch to Van Buren) – Planning and Engineering phases in substantially the form attached to the staff report as approved by the City Attorney.

G. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY 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 adopt Resolution No. 2022-03, 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

2. Authorize the City Manager to record the Notice of Completion; and
3. 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
4. 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.

H. APPROVAL OF COOPERATIVE AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY, PYRITE INVESTMENTS, LLC, AND THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR CONSTRUCTION AND MAINTENANCE OF PYRITE CHANNEL - STAGE 6 (LOCATED AT PYRITE STREET AND MISSION BOULEVARD (APNS: 171-020-002))

Requested Action: That the City Council approve the cooperative agreement with the Riverside County Flood Control and Water Conservation District and Pyrite Investments, LLC and authorize the Mayor to sign the agreement.

I. AWARD CONSTRUCTION AGREEMENT TO MISSION PAVING AND SEALING, INC. FOR 2021-2022 CITYWIDE SLURRY SEAL, CIP PROJECT NO. 21109

1. Requested Action: That the City Council approve and award a construction agreement to Mission Paving and Sealing, Inc. in the amount of \$336,217 for the 2021-22 Citywide Slurry Seal Project for the work included in its proposal, and authorize the City Manager to execute the Agreement in substantially the form and format attached to the staff report in such final form as approved by the City Attorney; and
2. Authorize the City Manager to execute contract change orders not to exceed 10% of the total agreement, pursuant to requirements set forth in the agreement; and

3. Re-appropriate \$65,000 of RMRA funds from the City's Mission Boulevard Pavement Rehabilitation Project – Ph. 1, Account No. 201.2010.71387, to the Project account to fund the total project costs: and
5. Authorize the City Manager to record the Notice of Completion upon acceptance of the work by the City Engineer.

J. AWARD OF CONSTRUCTION AGREEMENT TO HARDY & HARPER, INC. FOR 2021-2022 CDBG – OLD MIRA LOMA PAVEMENT REHABILITATION – PH. 1, CIP PROJECT NO. 21102

1. Requested Action: That the City Council approve and award a construction agreement to Hardy & Harper, Inc. in the amount of \$810,000 for the 2021-22 CDBG – Old Mira Loma Pavement Rehabilitation Project – Ph. 1 for the work included in its proposal, and authorize the City Manager to execute the Agreement in substantially the form and format attached to the staff report and in such final form as approved by the City Attorney; and
2. Authorize the City Manager to execute contract change orders not to exceed 10% of the total agreement, pursuant to requirements set forth in the agreement; and
3. Re-appropriate \$53,000 of RMRA funds from the City's Mission Boulevard Pavement Rehabilitation Project – Ph. 1, Account No. 201.2010.71387, to the Project account to fund the total project costs: and
4. Authorize the City Manager to record the Notice of Completion upon acceptance of the work by the City Engineer.

15. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

16. PUBLIC HEARINGS

A. PUBLIC HEARING TO CONSIDER A RESOLUTION MAKING CERTAIN FINDINGS RELATED TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY BOLD PROGRAM FOR MONTECITO / HUDSON DEVELOPMENT PROJECTS IN THE CITY OF JURUPA VALLEY. LOCATION: TRACT 37052 (HUDSON DEVELOPMENT) IS LOCATED WEST OF HUDSON STREET BETWEEN 59TH AND 60TH. TRACT 37893 (MONTECITO DEVELOPMENT) IS LOCATED ON AGATE AND MISSION

1. That the City Council conduct a public hearing regarding the financing of public improvements to be owned by the Jurupa Area Recreation & Park District in connection with the Montecito/Hudson Development Projects

through the formation of a Community Facilities District and the issuance of bonds by the California Municipal Finance Authority; and

2. That the City Council adopt Resolution No. 2022-04, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, MAKING A FINDING OF SIGNIFICANT BENEFITS FOR THE FINANCING OF CERTAIN PUBLIC IMPROVEMENTS BY A COMMUNITY FACILITIES DISTRICT TO BE FORMED BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY THROUGH ITS BOND OPPORTUNITIES FOR LAND DEVELOPMENT (BOLD) PROGRAM

B. PUBLIC HEARING TO CONSIDER ZONING CODE AMENDMENT NO. 21009, IMPLEMENTING TRADITIONAL NEIGHBORHOOD DESIGN STANDARDS FOR NEW RESIDENTIAL SUBDIVISIONS THAT EXCEED TWO (2) UNITS PER ACRE

Requested Action: That the City Council conduct a first reading and introduce Ordinance No. 2022-01, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY AMENDING THE JURUPA VALLEY MUNICIPAL CODE CONCERNING TRADITIONAL NEIGHBORHOOD DESIGN STANDARDS AND FINDING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER SECTION 15061(B)(3) OF THE CEQA GUIDELINES

C. PUBLIC HEARING REGARDING THE ANNEXATION OF TERRITORY (ZONE Z) 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; SOUTHEAST CORNER OF RUBIDOUX BOULEVARD AND EL RIVINO ROAD (AGUA MANSA COMMERCE PARK)

Requested Action: That the City Council adopt Resolution No. 2022-05, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, ORDERING THE ANNEXATION OF TERRITORY (ZONE Z); LOCATED AT THE SOUTHEAST CORNER OF RUBIDOUX BOULEVARD AND EL RIVINO ROAD 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

17. COUNCIL BUSINESS

A. APPOINTMENT TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE (CDAC)

That Council Member Lorena Barajas Bisbee nominate one person to serve on the Community Development Advisory Committee for a term which shall expire on March 21, 2023, or until the Community Development Advisory Committee member's successors are appointed and sworn-in, whichever is later and which nomination shall be ratified by a majority vote of the entire City Council, pursuant to Chapter 2.36 of the Jurupa Valley Municipal Code.

B. CONSIDERATION OF AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ENACTED PURSUANT TO GOVERNMENT CODE SECTION 65858 ESTABLISHING EMERGENCY REGULATIONS RELATED TO URBAN LOT SPLITS AND HOUSING UNITS BUILT IN ACCORDANCE WITH SENATE BILL 9, DECLARING THE URGENCY THEREOF AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Requested Action: That the City Council adopt Interim Urgency Ordinance No. 2022-02, entitled:

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ENACTED PURSUANT TO GOVERNMENT CODE SECTION 65858 ESTABLISHING EMERGENCY REGULATIONS RELATED TO URBAN LOT SPLITS AND HOUSING UNITS BUILT IN ACCORDANCE WITH SENATE BILL 9, DECLARING THE URGENCY THEREOF AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

C. RIVERSIDE TRANSMISSION RELIABILITY PROJECT ("RTRP")-- APPROVAL OF GRANT OF EASEMENT ALLOWING SOUTHERN CALIFORNIA EDISON COMPANY TO CONSTRUCT UNDERGROUND ELECTRICAL TRANSMISSION LINES FOR THE RTRP UNDER PATS RANCH ROAD (BETWEEN LIMONITE AVENUE AND BELLEGRAVE AVENUE), BELLEGRAVE AVENUE (BETWEEN PATS RANCH ROAD AND WINEVILLE AVENUE), WINEVILLE AVENUE (BETWEEN BELLEGRAVE AVENUE AND CANTU GALLEANO RANCH ROAD),

AND 68TH STREET (BETWEEN PATS RANCH ROAD AND LUCRETIA AVENUE) AS PROVIDED IN THE CALIFORNIA PUBLIC UTILITIES COMMISSION'S DECISION APPROVING THE RTRP

Requested Action: That the City Council adopt Resolution No. 2022-06, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING THAT CERTAIN "GRANT OF EASEMENT AGREEMENT (UNDERGROUND – TRANSMISSION EASEMENT)" BETWEEN THE CITY OF JURUPA VALLEY AND SOUTHERN CALIFORNIA EDISON COMPANY AND MAKING CERTAIN FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE RIVERSIDE TRANSMISSION RELIABILITY PROJECT PURSUANT TO THE CALIFORNIA PUBLIC UTILITIES COMMISSION'S DECISION NO. 20-003-001 (CPUC PROCEEDING NO. A1505013)

D. REAFFIRM DECLARATION OF LOCAL EMERGENCY BASED ON COVID-19 PANDEMIC INCLUDING A FINDING THAT EVICTION MORATORIUM AND WATER, GAS, CABLE AND ELECTRIC SHUT-OFF MORATORIUM ARE NOW GOVERNED BY STATE LAW AND ARE THEREFORE NOT NECESSARY AND MAKE FINDINGS AUTHORIZING CITY COUNCIL AND CITY LEGISLATIVE BODIES TO MEET IN WHOLE OR IN PART BY TELECONFERENCING UNDER GOVERNMENT CODE SECTION 54953(e) DURING THE LOCAL EMERGENCY

1. Requested Action: That the City Council adopt Resolution No. 2022-07, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, RECONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY RELATING TO THE COVID-19 VIRUS PANDEMIC AND MODIFYING REGULATIONS TO DEAL WITH COVID-19 PANDEMIC INCLUDING A FINDING THAT EVICTION MORATORIUM AND WATER, GAS, CABLE AND ELECTRIC SHUT-OFF MORATORIUM ARE NOW GOVERNED BY STATE LAW AND ARE THEREFORE NOT NECESSARY

2. That the City Council adopt Resolution No. 2022-08, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AUTHORIZING PUBLIC MEETINGS OF ALL CITY LEGISLATIVE BODIES TO BE HELD WITH A TELECONFERENCE OPTION FOR MEMBERS OF THOSE BODIES AND THE PUBLIC PURSUANT TO

**GOVERNMENT CODE SECTION 54953(e), AND MAKING
FINDINGS AND DETERMINATIONS REGARDING THE SAME**

E. AUTHORIZING THE TRANSITION OF THE CITY'S DEFINED CONTRIBUTION PLAN FOR ELIGIBLE EMPLOYEES FROM PUBLIC AGENCY RETIREMENT SERVICES (PARS) TO THE MISSIONSQUARE/ ICMA RETIREMENT CORPORATION GOVERNMENTAL PROFIT-SHARING PLAN & TRUST

Requested Action: That the City Council adopt Resolution No. 2022-09, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CA AUTHORIZING THE TRANSITION OF THE CITY'S DEFINED CONTRIBUTION PLAN FOR ELIGIBLE EMPLOYEES FROM PUBLIC AGENCY RETIREMENT SERVICES (PARS) TO THE ICMA RETIREMENT CORPORATION GOVERNMENTAL PROFIT-SHARING PLAN & TRUST

18. CITY ATTORNEY'S REPORT

19. COUNCIL MEMBER REPORTS AND COMMENTS

20. ADJOURNMENT

Adjourn to the Regular Meeting of February 3, 2022 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.

City of Jurupa Valley

STAFF REPORT

DATE: JANUARY 20, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

BY: JOE PEREZ, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: AGENDA ITEM NO. 2.A

STUDY SESSION TO DISCUSS INCLUSIONARY HOUSING POLICIES AND THE AFFORDABLE HOUSING IN-LIEU FEE STUDY

RECOMMENDATION

That the City Council receive, discuss and file a presentation from RSG, Inc. regarding inclusionary housing policies and the affordable housing in-lieu fee study.

BACKGROUND

On September 2, 2021, the City Council approved an Agreement with RSG, Inc. to conduct an Affordable Housing In-Lieu Fee study in order to establish fees the City could levy upon housing developers as an alternative to imposing an inclusionary housing requirement. The City currently does not have an inclusionary housing ordinance, but has been working with many recent housing development applicants to secure affordable housing as a component of approved projects. In some cases, the applicants are seeking to pay into a housing trust fund in-lieu of building affordable units on site. The purpose of the affordable housing in-lieu fee study was to ascertain an appropriate fee to be charged in these circumstances. At some point in the future, the City may proceed to codify its inclusionary housing requirements by creating an ordinance.

The study session presentation will address the following topics:

- The initial findings related to feasibility of single-family, townhome, and multi-family housing for lower income households.
- The different variables that may be utilized depending on the City's housing goals.
- The financial impacts on proposed and entitled developments.
- The estimated affordable unit production attributed to the inclusionary policy or in-lieu fee in relation to the City's RHNA allocation.

ANALYSIS

Inclusionary housing policies require applications for development of new, market rate, non-income restricted housing to designate a percentage of units for affordable households, who earn less than 120 percent of the County area median income (AMI), adjusted for household size and tenure (ownership or rental). Inclusionary housing policies are often accompanied by alternatives to the production of housing on-site, typically allowing applicants to either donate land or pay a fee in-lieu of on-site development. The City would then utilize the donated land, or the in-lieu fees accumulated in an affordable housing fund, to provide incentives or subsidies for the production of affordable housing and support administrative functions related to affordable housing development, including the preparation of inclusionary housing plans and affordable housing agreements for eligible projects. Local affordable housing funds are often leveraged with other regional, State, and Federal funding sources by affordable housing developers to produce more units of housing with the same "local dollars" than might be achieved with an on-site only inclusionary housing policy.

Inclusionary housing policies are generally implemented in one of three ways:

1. Through an inclusionary housing ordinance that applies citywide.
2. Through an overlay zone where a specific area or type of affordable housing is designated.
3. On a case-by-case basis during the discretionary approval process.

Several factors must be considered in development of an inclusionary housing policy, including local housing economics, variables that ensure fee competitiveness in the region, and unit production goals resulting from the policy or in-lieu fee collections. An inclusionary housing policy should be designed to meet local affordable housing goals without impeding feasibility of market rate housing development. In addition, an inclusionary housing policy should be based on local real estate economics and a sound methodology, and should be easy for the development community to understand and calculate independently and for City staff to administer.

The key variables of an inclusionary housing policy include:

- The target households (whether aligned with the RHNA allocation, or some other affordability standards).
- The proportion of new units that are desired to be inclusionary (typically ranging from 10 to 15 percent, rarely exceeding 15 percent).
- Whether or not the application of the policy varies for different household tenure (ownership or rental).

Characteristics of recently built, under-construction, and proposed housing in the City were utilized to estimate development costs for single-family, townhome, and multi-family housing ("market prototypes"). Comparing the development costs to the supportable

"affordable housing cost" of various income groups as defined by the California Department of Housing and Community Development (HCD), results in an affordable housing "gap" – the amount by which the cost to build prototypical housing exceeds the amount a lower-income household could afford to buy or rent. This feasibility gap represents the public assistance that would be required to build affordable housing. The feasibility gap, in addition to other variables, such as target income groups and the proportion of units required to be affordable is then utilized to calculate an in-lieu fee on a per square foot or per unit basis.

FINANCIAL IMPACT

No fiscal impact at this time.

Prepared by:



Joe Perez
Community Development Director

Submitted by:



Rod B. Butler
City Manager

Reviewed by:



Connie Cardenas
Administrative Services Director

Reviewed by:



Michael Flad
Assistant City Manager

Reviewed by:



Peter M. Thorson
City Attorney

**MINUTES
OF THE REGULAR MEETING
OF THE JURUPA VALLEY CITY COUNCIL
December 16, 2021**

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

1. 7:00 PM - CALL TO ORDER AND ROLL CALL FOR REGULAR SESSION

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

Mayor Lorena Barajas Bisbee called the regular meeting to order at 7:06 p.m.

2. INVOCATION was given by Pastor Kermit Perry from 3P's Christian Ministries.

3. PLEDGE OF ALLEGIANCE was led by Mayor Lorena Barajas Bisbee.

4. APPROVAL OF AGENDA

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

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

Noes: None

Absent: None

5. CITY COUNCIL REORGANIZATION

Pursuant to Resolution No. 2011-02, at its last regular City Council meeting in December, the City Council shall select from among its members a Mayor and Mayor Pro Tem to serve for the following year. The Mayor and Mayor Pro Tem shall take office on January 1 of each year. The term of office for the Mayor and the Mayor Pro Tem shall be a calendar year from January 1 through December 31.

6. A. ELECTION OF MAYOR AND MAYOR PRO TEM

The City Clerk read aloud the nomination procedure. Mayor Lorena Barajas Bisbee opened the floor for nominations for the office of Mayor.

Council Member Brian Berkson nominated Mayor Pro Tem Chris Barajas to serve as Mayor. There being no further nominations, the nominations were

closed. Mayor Pro Tem Chris Barajas received a majority vote and was elected to serve as Mayor for a term expiring December 31, 2022.

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

B. ELECTION OF MAYOR PRO TEM

Mayor Lorena Barajas Bisbee opened the floor for nominations for the office of Mayor Pro Tem.

Council Member Guillermo Silva nominated Council Member Leslie Altamirano to serve as Mayor Pro Tem. There being no further nominations, the nominations were closed. Council Member Leslie Altamirano received a majority vote and was elected to serve as Mayor Pro Tem for a term expiring December 31, 2022.

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

7. PRESENTATIONS

A. RECOGNITION TO OUTGOING MAYOR LORENA BARAJAS

Members of the City Council congratulated Mayor Lorena Barajas Bisbee on her leadership as mayor. As a token of appreciation, she was presented with a gavel plaque in appreciation of her service. Mayor Lorena Barajas Bisbee expressed appreciation for the recognition and thanked her colleagues on the City Council and City staff.

8. PUBLIC APPEARANCE/COMMENTS

There were no public comments.

9. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

There were no Council comments.

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

A. MAYOR LORENA BARAJAS BISBEE

1. Mayor Lorena Barajas Bisbee gave an update on the Western Riverside County Regional Conservation Authority Board of Directors meeting of December 6, 2021.

B. MAYOR PRO TEM CHRIS BARAJAS

1. Mayor Pro Tem Chris Barajas gave an update on the Western Riverside Council of Governments – Executive Committee meeting of December 6, 2021.
2. Mayor Pro Tem Chris Barajas gave an update on the Western Riverside Council of Governments – Administration and Finance Committee meeting of December 8, 2021.
3. Mayor Pro Tem Chris Barajas gave an update on the Western Community Energy Joint meeting of the Board of Directors and Technical Advisory Committee meeting of December 8, 2021.

C. COUNCIL MEMBER BRIAN BERKSON

1. Council Member Berkson gave an update on the Riverside County Transportation Commission meeting of December 8, 2021.
2. Council Member Berkson gave an update on the Northwest Transportation Now Coalition meeting of December 9, 2021.
3. Council Member Berkson gave an update on the Metrolink/Southern California Regional Rail Authority meeting of December 10, 2021.
4. Council Member Berkson gave an update on the Mobile Source Air Pollution Reduction Review Committee meeting of December 16, 2021.

11. CITY MANAGER’S UPDATE

City Manager Rod Butler thanked the Council and community members for coming out to the annual Holiday Tree lighting event on December 3, 2021. He asked for feedback or any suggestions for next year’s event. He announced that city hall will be closed on Friday, December 24th, Monday, December 25th and Friday, December 31st in observance of the Christmas and New Year holidays.

12. SHERIFF'S DEPARTMENT UPDATE

Lieutenant Jason Sexton introduced himself to the Council as the City's new Police Chief for the Jurupa Valley station. He gave a brief update on the Sheriff's Department and recent activities.

13. APPROVAL OF MINUTES

A. DECEMBER 2, 2021 REGULAR MEETING

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

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

Noes: None

Absent: None

14. CONSENT CALENDAR

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

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

B. ORDINANCE NO. 2021-29

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2021-29, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING THE JURUPA VALLEY MUNICIPAL CODE ELIMINATING EXPANSION OR ESTABLISHMENT OF TRUCK INTENSIVE USES IN VARIOUS COMMERCIAL, INDUSTRIAL, AND MANUFACTURING ZONES AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061(B)(3) OF THE CEQA GUIDELINES

C. ORDINANCE NO. 2021-31

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2021-31, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING SECTION 2.05.100 OF THE JURUPA VALLEY MUNICIPAL CODE RELATING TO THE ADJUSTMENT OF COUNCIL DISTRICT BOUNDARIES PURSUANT TO THE REQUIREMENTS OF ELECTIONS CODE SECTIONS 21600 TO 21609

D. ORDINANCE NO. 2021-32

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2021-32, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2019-001 (PARADISE KNOLLS) OF THE CITY OF JURUPA VALLEY, AMENDING ORDINANCE NO. 2020-06 TO ALTER THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

E. APPROVAL OF CITY HOLIDAY SCHEDULE

Requested Action: That the City Council pass and adopt Resolution No. 2021-101, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, DESIGNATING HOLIDAYS ON WHICH CITY OFFICES SHALL BE CLOSED FOR CALENDAR YEAR 2022

F. RESOLUTION APPROVING THE COMPLIANCE REPORT THAT REQUIRES ANNUAL INSPECTION OF CERTAIN OCCUPANCIES PURSUANT TO SECTION 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

Requested Action: That the City Council adopt Resolution No. 2021-102, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE RIVERSIDE COUNTY FIRE DEPARTMENT REGARDING COMPLIANCE WITH THE ANNUAL INSPECTION OF CERTAIN OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

G. AMENDMENT TO THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) JOINT POWERS AGREEMENT TO MAKE A SERIES OF CHANGES WHICH ARE INTENDED TO REMOVE REFERENCES TO THE MEMBERSHIP OF THE MORONGO BAND OF

**MISSION INDIANS, MODERNIZE LANGUAGE AND PROCESSES,
REVISE INDEMNITY LANGUAGE, AND REMOVE AN OUTDATED
ARBITRATION PROVISION**

Requested Action: That the City Council authorize the Mayor to execute the Amendment to the Joint Powers Agreement of the Western Riverside Council of Governments to authorize a number of revisions.

**H. FIRST AMENDMENT TO THE AGREEMENT FOR PERMITTING
SYSTEM SOFTWARE AND IMPLEMENTATION SERVICES WITH
ACCELA**

Requested Action: That the City Council approve the First Amendment to the Agreement with Accela, Inc. for permitting system software and implementation services and authorize the Mayor to execute the First Amendment in substantially the form and format attached to the staff report as approved by the City Attorney.

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

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

**15. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT
CALENDAR**

16. PUBLIC HEARINGS

17. COUNCIL BUSINESS

**A. ANNUAL RECONFIRMATION PROCESS FOR MEMBERS OF THE
COMMUNITY DEVELOPMENT ADVISORY COMMITTEE**

City Clerk Victoria Wasko presented the staff report. Ms. Wasko reported that Mr. Edward Lee has submitted his resignation and an appointment to fill that vacancy will be made at the January 20, 2022 Council meeting.

A motion was made by Council Member Guillermo Silva, seconded by Council Member Brian Berkson, to reconfirm the appointment of Community Development Advisory Committee members Evelyn Hedrick, Rachel Lopez, Donald Oaks, and Benito Valenzuela pursuant to Section 2.36.030 of the Jurupa Valley Municipal Code.

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

B. ANNUAL RECONFIRMATION PROCESS FOR MEMBERS OF THE PLANNING COMMISSION

City Clerk Victoria Wasko presented the staff report.

A motion was made by Council Member Brian Berkson, seconded by Council Member Guillermo Silva, to reconfirm the appointment of Planning Commissioners' Armando Carmona, Hakan Jackson, Penny Newman, Arleen Pruitt, and Laura Shultz pursuant to Section 2.35.030(E) of the Jurupa Valley Municipal Code.

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

C. ANNUAL RECONFIRMATION PROCESS FOR MEMBERS OF THE TRAFFIC SAFETY COMMITTEE

City Clerk Victoria Wasko presented the staff report.

A motion was made by Council Member Guillermo Silva, seconded by Mayor Pro Tem Chris Barajas, to reconfirm the appointments of Traffic Safety Committee members Hugo Bustamante, Carol Crouch, Robert Galindo, and Mayra Jackson pursuant to Resolution No. 2017-67.

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

D. APPOINTMENT OF REPRESENTATIVES AND ALTERNATES TO REGIONAL BOARDS AND COMMITTEES

City Clerk Victoria Wasko presented the staff report.

- a. A motion was made by Mayor Pro Tem Chris Barajas, seconded by Council Member Guillermo Silva, to appoint Lorena Barajas Bisbee as the representative to the Western Riverside County Regional Conservation Authority and Leslie Altamirano, as the alternate for a term expiring December, 2022.**

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

- b. A motion was made by Mayor Pro Tem Chris Barajas, seconded by Council Member Guillermo Silva, to appoint Brian Berkson as the representative to the Riverside County Transportation Commission and Guillermo Silva as the alternate for a term expiring December, 2022.**

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

- c. A motion was made by Mayor Pro Tem Chris Barajas, seconded by Council Member Guillermo Silva, to appoint Brian Berkson as the representative to the Riverside Transit Agency and Guillermo Silva as the alternate for a term expiring December, 2022.**

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

- d. A motion was made by Mayor Pro Tem Chris Barajas, seconded by Council Member Guillermo Silva, to appoint Chris Barajas as the representative to the Western Riverside Council of Governments and Lorena Barajas Bisbee as the alternate for a term expiring December, 2022.**

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

- e. A motion was made by Mayor Pro Tem Chris Barajas, seconded by Council Member Guillermo Silva, to appoint Chris Barajas as the representative to the Western Community Energy Board of Directors and Brian Berkson as the alternate for a term expiring December, 2022.**

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

- f. A motion was made by Mayor Pro Tem Chris Barajas, seconded by Council Member Guillermo Silva, to appoint Guillermo Silva as the representative to the Northwest Mosquito and Vector Control District for a term expiring December, 2023. (2 year term/no alternate required)**

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

- g. A motion was made by Mayor Pro Tem Chris Barajas, seconded by Council Member Guillermo Silva, to appoint Rod Butler as the representative and Connie Cardenas as the alternate to the Public Entity Risk Management Authority for a term expiring December, 2022.

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

- h. A motion was made by Mayor Pro Tem Chris Barajas, seconded by Council Member Guillermo Silva, to appoint Chris Barajas and Leslie Altamirano to the City Celebration Committee for a term expiring December, 2022.

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

E. CONSIDERATION OF A RESOLUTION APPROVING A REVISED FAIR POLITICAL PRACTICES COMMISSION FORM 806 REFLECTING THE APPOINTMENTS MADE TO THE REGIONAL BOARDS AND COMMISSIONS

City Clerk Victoria Wasiko presented the staff report.

A motion was made by Council Member Brian Berkson, seconded by Mayor Pro Tem Chris Barajas, to adopt Resolution No. 2021-103, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, APPROVING A REVISED FAIR POLITICAL PRACTICES COMMISSION FORM 806 REGARDING THE APPOINTMENT OF COUNCIL MEMBERS TO COMPENSATED POSITIONS

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

18. CITY ATTORNEY'S REPORT

City Attorney Peter Thorson had no report.

19. COUNCIL MEMBER REPORTS AND COMMENTS

Council Member Guillermo Silva suggested that an introductory meeting be set up to meet the members of the City's boards and committees to create more collaborative interactions. He thanked his colleagues on the Council for welcoming him to the City Council and for making him feel like family. He congratulated Chris Barajas on his election as Mayor and Leslie Altamirano on her election as Mayor Pro Tem.

Council Member Leslie Altamirano wished everyone a safe and happy holiday. She thanked staff for their outstanding efforts on the holiday tree lighting event. She thanked Mayor Lorena Barajas for her leadership and she congratulated Chris Barajas on his election as Mayor.

Council Member Brian Berkson wished everyone a very safe and happy 2022.

Mayor Pro Tem Chris Barajas wished everyone a safe and happy holiday.

Mayor Lorena Barajas wished everyone a happy holiday and Happy New Year, urging everyone to celebrate safely. She congratulated Chris Barajas on his election as Mayor and Leslie Altamirano on her election as Mayor Pro Tem. She thanked staff for their efforts and for such wonderful holiday decorations.

20. ADJOURNMENT

There being no further business before the City Council, Mayor Lorena Barajas Bisbee adjourned the meeting at 8:05 p.m.

The next meeting of the Jurupa Valley City Council will be held January 20, 2022 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: JANUARY 20, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

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

SUBJECT: AGENDA ITEM NO. 14.B

CHECK REGISTERS

RECOMMENDATION

That the City Council ratify the check registers dated November 23 and December 02, 09, 16, 23, and 30, 2021 and January 06, 2022 as well as the payroll registers dated November 26, and 30 and December 10, 24 and 31, 2021.

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

ANALYSIS

All expenditures on the attached check registers have been approved by the City Council and are in conformance with the authority provided by Section 37208 of the Government Code. The check register dated December 16, 2021 includes payments of \$19,930.57 and \$12,191.76 to Chase Card Services. The check register dated January 06, 2022 includes a payment of \$12,696.86 to Chase Card Services. The Statements, with purchase details, is attached herewith.

OTHER INFORMATION

None.

FINANCIAL IMPACT

Check registers:

11/23/21	\$ 593,177.25
12/02/21	\$ 173,387.38

12/09/21	\$	125,050.15
12/16/21	\$	729,034.02
12/23/21	\$	1,719,235.13
12/30/21	\$	575,680.87
01/06/22	\$	466,292.28

Payroll registers:

11/26/21	\$	236,259.75
11/30/21	\$	3,198.08
12/10/21	\$	205,358.01
12/24/21	\$	210,908.69
12/31/21	\$	3,316.26

TOTAL \$ 5,040,897.87

ALTERNATIVES

1. Not ratify the attached check registers.

Prepared by:



Connie Cardenas
Administrative Services Director

Submitted by:



Rod B. Butler
City Manager

Reviewed by:



Michael Flad
Assistant City Manager

Attachments:

1. Check registers dated November 23 and December 2, 9, 16, 23, and 30, 2021 and January 6, 2022.
2. Payroll registers dated November 26, and 30 and December 10, 24 and 31, 2021.

Bank : chase CHASE BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16019	11/23/2021	00233	BIO-TOX LABORATORIES INC41871	10/13/2021	LAB SVCS- SHERIFF'S DEPT	1,687.00	
	Voucher:		41609	8/17/2021	LAB SVCS- SHERIFF'S DEPT	1,491.00	
			41870	10/13/2021	LAB SVCS- SHERIFF'S DEPT	1,434.00	
			41608	8/17/2021	LAB SVCS- SHERIFF'S DEPT	1,141.00	
			41898	10/13/2021	LAB SVCS- SHERIFF'S DEPT	456.00	
			41659	8/17/2021	LAB SVCS- SHERIFF'S DEPT	138.00	6,347.00
16020	11/23/2021	02927	BLAIS & ASSOCIATES, LLC 102021JUVA01	11/10/2021	GRANT FUNDING NEEDS ASSE	300.00	300.00
	Voucher:						
16021	11/23/2021	00024	CITY OF BREA, - ACCOUNT RASIT001085	11/10/2021	OCT 2021 IT SVCS	2,595.00	2,595.00
	Voucher:						
16022	11/23/2021	02761	CITYGATE ASSOCIATES, LLC 30692	10/31/2021	POLICE DEP. FEASIBILITY ST	5,494.13	5,494.13
	Voucher:						
16023	11/23/2021	00196	CIVIC SOLUTIONS, INC 110321	11/3/2021	OCT 2021 PROF SVCS	115,660.00	115,660.00
	Voucher:						
16024	11/23/2021	01360	COUNTY OF RIVERSIDE, SHE SH00000039780	10/26/2021	AUG 2021 S.A. EXAMS	1,200.00	1,200.00
	Voucher:						
16025	11/23/2021	00099	COUNTY OF RIVERSIDE, TLM.TL00000016041	10/20/2021	SEP 2021 SLF COSTS & IP17	21,927.82	21,927.82
	Voucher:						
16026	11/23/2021	02965	DEPARTMENT OF TOXIC SUB202163605	11/4/2021	EPA ID NO. VERIFICATION FE	150.00	150.00
	Voucher:						

Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16027	11/23/2021	00015	EDISON - SOUTHERN CALIFO	700575534083	11/1/2021	PUMP STATION ELECTRIC	128.34
	Voucher:		700575417683	11/1/2021	PUMP STATION ELECTRIC	42.77	
			700575357463	11/1/2021	PUMP STATION ELECTRIC	36.05	
			700340926752	11/2/2021	LLMD ELECTRIC CHARGES	34.23	
			700576248853	11/2/2021	PUMP STATION ELECTRIC	22.48	
			700576371418	11/1/2021	STREET LIGHT ELECTRIC	19.61	
			700576159331	11/1/2021	PUMP STATION ELECTRIC	18.52	
			700575315532	11/2/2021	PUMP STATION ELECTRIC	18.42	
			700576362324	11/1/2021	PUMP STATION ELECTRIC	17.25	
			700575241669	11/2/2021	IRR ELECTRICAL CHARGES	17.25	
			700565103351	11/2/2021	PUMP STATION ELECTRIC	17.25	
			700576040204	11/2/2021	STREET LIGHT ELECTRIC	17.08	
			700575262584	11/2/2021	IRR ELECTRICAL CHARGES	17.08	
			700576440833	11/2/2021	STREET LIGHT ELECTRIC	17.08	
			700575195593	11/2/2021	STREET LIGHT ELECTRIC	16.94	
			700575172153	11/2/2021	IRR ELECTRICAL CHARGES	16.94	
			700575163261	11/2/2021	IRR ELECTRICAL CHARGES	16.94	
			700576402538	11/2/2021	PUMP STATION ELECTRIC	16.43	490.66

Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16028	11/23/2021	00015	EDISON - SOUTHERN CALIFO	600001004463	11/3/2021	TRAFFIC SIGNAL ELECTRIC	2,992.66
	Voucher:		700617789509	11/1/2021	CFD 2013-001 STREET LIGHT	1,874.38	
			700133835691	11/2/2021	CDF 14-002 STREET LIGHT E	659.31	
			700381004324	11/2/2021	LMD STREET LIGHT ELECTRI	77.51	
			700423128693	11/3/2021	CFD IRR ELECTRICAL CHARG	30.74	
			700385257772	11/2/2021	LMD STREET LIGHT ELECTRI	23.85	
			700407261012	11/2/2021	LMD STREET LIGHT ELECTRI	23.85	
			700342882718	11/2/2021	LLMD ELECTRIC CHARGES	20.67	
			700109521734	11/1/2021	STREET LIGHT ELECTRIC	18.70	
			700509164663	11/2/2021	STREET LIGHT ELECTRIC	18.36	
			700386701557	11/1/2021	LMD STREET LIGHT ELECTRI	15.62	
			700396738936	11/2/2021	LMD STREET LIGHT ELECTRI	15.34	
			700186227314	11/1/2021	STREET LIGHT ELECTRIC	13.06	
			700390998556	11/1/2021	LMD STREET LIGHT ELECTRI	7.78	
			700404491458	11/2/2021	LMD STREET LIGHT ELECTRI	6.78	
			700399867790	11/2/2021	LMD STREET LIGHT ELECTRI	5.37	
			700395461061	11/1/2021	LMD STREET LIGHT ELECTRI	3.13	
			700347917422	11/2/2021	CFD STREET LIGHT ELECTRI	3.08	
			700398319430	11/1/2021	LMD STREET LIGHT ELECTRI	2.78	
			700404180856	11/2/2021	LMD STREET LIGHT ELECTRI	2.78	
			700404381223	11/2/2021	LMD STREET LIGHT ELECTRI	2.78	
			700032972768	11/1/2021	CFD STREET LIGHT ELECTRI	2.62	
			700398120982	11/1/2021	LMD STREET LIGHT ELECTRI	1.58	
			700336117875	11/2/2021	CFD STREET LIGHT ELECTRI	1.58	
			700406000921	11/2/2021	LMD STREET LIGHT ELECTRI	1.34	5,825.65

Bank : chase CHASE BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
16029	11/23/2021	00015	EDISON - SOUTHERN CALIFO	700094115003	11/1/2021	CFD TRAFFIC SIGNAL ELECT	84.93	
	Voucher:		700197919854	11/1/2021	STREET LIGHT ELECTRIC (H,	77.76		
			700324745536	11/1/2021	SIGNAL LIGHT ELECTRIC CH,	68.17		
			700316140626	11/1/2021	STREET LIGHT ELECTRIC	65.56		
			700567128732	11/1/2021	STREET LIGHT ELECTRIC	58.19		
			700575093442	11/3/2021	STREET LIGHT ELECTRIC	44.82		
			700564966945	11/1/2021	STREET LIGHT ELECTRIC	41.42		
			700427459341	11/1/2021	SIGNAL LIGHT ELECTRIC CH,	23.66		
			700316351804	11/1/2021	PUMP STATION ELECTRIC	23.37		
			700557791066	11/1/2021	STREET LIGHT ELECTRIC	22.13		
			700634177556	11/1/2021	STREET LIGHT ELECTRIC	18.91		
			700134780635	11/1/2021	CFD IRR ELECTRICAL CHARG	18.36		
			700574030785	11/1/2021	STREET LIGHT ELECTRIC	17.90		
			700575118704	11/1/2021	STREET LIGHT ELECTRIC	17.25		
			700575084651	11/1/2021	STREET LIGHT ELECTRIC	17.25		
			700575153157	11/1/2021	STREET LIGHT ELECTRIC	17.25		
			700075482212	11/1/2021	SHOPS @ BELLEGRAVE CFD	17.25		
			700573969050	11/1/2021	PUMP STATION ELECTRIC	17.25		
			700573959249	11/1/2021	PUMP STATION ELECTRIC	17.08		
			700573994413	11/1/2021	PUMP STATION ELECTRIC	17.08		
			700557918378	11/1/2021	STREET LIGHT ELECTRIC	16.43		
			700199054653	11/1/2021	STREET LIGHT ELECTRIC (H,	15.82	717.84	
16030	11/23/2021	00015	EDISON - SOUTHERN CALIFO	700372248355	11/1/2021	CITY HALL ELECTRIC CHARG	2,735.17	
	Voucher:		700094412669	11/1/2021	TRAFFIC SIGNAL CHARGES	78.70	2,813.87	

Bank : chase CHASE BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
16031	11/23/2021	00015	EDISON - SOUTHERN CALIFO	700386851202	11/2/2021	STREET LIGHT ELECTRIC	6,410.87	
	Voucher:		700111080101	11/1/2021	TRAFFIC SIGNAL ELECTRIC	2,079.96		
			700615190010	11/2/2021	CFD 2014-001 LIGHT ELECTR	733.33		
			700182611739	11/2/2021	STREET LIGHT ELECTRIC	588.56		
			700253324638	11/1/2021	CFD 2013-001 STREET LIGHT	188.15		
			700382170546	11/2/2021	CFD PED/IRR ELECTRICAL CI	137.39		
			700023315511	11/1/2021	STREET LIGHT ELECTRIC	134.69		
			700133734550	11/2/2021	CFD 2013-001 STREET LIGHT	119.07		
			700525999116	11/1/2021	STREET LIGHT ELECTRIC	94.06		
			700352590495	11/2/2021	CFD14-001 STREET LIGHT EL	94.06		
			700374434693	11/1/2021	CFD STREET LIGHT ELECTRI	87.46		
			700329171665	11/2/2021	STREET LIGHT ELECTRIC	78.44		
			700185117975	11/1/2021	CFD STREET LIGHT ELECTRI	68.51		
			700078039170	11/1/2021	STREET LIGHT ELECTRIC	31.41		
			700316482752	11/1/2021	PUMP STATION ELECTRIC	17.48		
			700573948135	11/1/2021	PUMP STATION ELECTRIC	17.25		
			700563513864	11/1/2021	STREET LIGHT ELECTRIC	15.62		
			700259898511	11/1/2021	CFD STREET LIGHT ELECTRI	4.74	10,901.05	
16032	11/23/2021	00369	ELROD FENCE CO., INC	16621	10/7/2021	CHAIN-LINK & INSTALL 3996 I	7,207.00	7,207.00
	Voucher:							
16033	11/23/2021	01278	FAIR HOUSING CNCL OF RIVERR#4FY21		11/2/2021	OCT 2021 LANDLORD/TENAN	2,405.53	2,405.53
	Voucher:							
16034	11/23/2021	00033	HR GREEN	146827	9/24/2021	AUG 2021 PROF SVCS	330,526.78	330,526.78
	Voucher:							
16035	11/23/2021	02027	IK CONSULTING, LLC	IK-JV1021	11/1/2021	OCT 2021 AUTOMATION SVC:	145.00	145.00
	Voucher:							
16036	11/23/2021	00679	JURUPA AREA PARK AND REC16		11/2/2021	OCT 2021 JARPD MGMT SVC:	13,555.04	13,555.04
	Voucher:							

Bank : chase CHASE BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
16037	11/23/2021	00199	JURUPA COMMUNITY SERVICE	40264-002	11/10/2021	LLMD WATER CHARGES	853.86	
	Voucher:		40893-002	11/10/2021	CFD WATER CHARGES	601.26		
			40265-002	11/10/2021	LLMD WATER CHARGES	590.98		
			41885-002	11/10/2021	CFD WATER CHARGES	549.24		
			41884-002	11/10/2021	CFD WATER CHARGES	531.30		
			41009-002	11/10/2021	LLMD WATER CHARGES	425.30		
			43864-002	11/10/2021	CFD IRR WATER CHARGES	364.14		
			43074-002	11/10/2021	CFD WATER CHARGES	345.18		
			43055-002	11/10/2021	LLMD WATER CHARGES	340.82		
			43927-003	11/10/2021	CFD WATER CHARGES	334.84		
			43381-002	11/10/2021	LLMD WATER CHARGES	287.82		
			40916-002	11/10/2021	LLMD WATER CHARGES	287.50		
			43868-002	11/10/2021	CFD IRRI WATER CHARGES	276.90		
			40164-002	11/10/2021	IRR WATER CHARGES	217.06		
			40895-002	11/10/2021	CFD WATER CHARGES	124.26		
			21722-002	11/10/2021	LLMD WATER CHARGES	98.70		
			21845-002	11/10/2021	LLMD WATER CHARGES	62.66		
			42064-002	11/10/2021	LLMD WATER CHARGES	60.66		
			21723-002	11/10/2021	LLMD WATER CHARGES	45.70	6,398.18	
16038	11/23/2021	00244	LOWE'S HIW, INC	98004720516	11/2/2021	OCT 2021 SUPPLIES	257.26	257.26
	Voucher:							
16039	11/23/2021	02968	void MATERIAL HANDLING SYSTEM	B21-001172	10/8/2021	B21-001172 BLDG REIMB. 119	831.20	831.20
	Voucher:	#15882				Reissue - void		
16040	11/23/2021	01369	MCE CORPORATION	2110014	11/3/2021	OCT 2021 VARIOUS CALL- OL	343.40	343.40
	Voucher:							
16041	11/23/2021	00848	MOBILE MODULAR STORAGE	300583658	10/23/2021	NOV 2021 STORAGE CONT#7	243.52	
	Voucher:		300589307	10/31/2021	NOV 2021 STORAGE CONTAI	119.93	363.45	
16042	11/23/2021	00857	NETWORKS 2000, INC	28500	11/3/2021	12/20/21-12/19/22 HPE TECH (4,811.40	4,811.40
	Voucher:							
16043	11/23/2021	01517	OFFICE DEPOT, INC	206849218001	10/29/2021	OFFICE SUPPLIES	1,764.93	
	Voucher:		206952505001	11/3/2021	OFFICE SUPPLIES	1,331.14		
			207570990003	11/5/2021	OFFICE SUPPLIES	234.73		
			207570990002	10/28/2021	OFFICE SUPPLIES	152.19		
			207570990001	10/27/2021	OFFICE SUPPLIES	36.04		
			204983681002	10/18/2021	OFFICE SUPPLIES	9.79	3,528.82	

Bank : chase CHASE BANK		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16044	11/23/2021	00304	ORKIN SERVICES OF CALIFOI10086859-1221	11/1/2021	DEC 2021- NOV 2022 TERMIT	2,957.00	2,957.00
	Voucher:						
16045	11/23/2021	02078	PATH OF LIFE MINISTRIES NOV2021#1	11/15/2021	NOV 2021 RENTAL ASS. PGRI	12,384.00	
	Voucher:		OCT2021	10/30/2021	OCT 2021 RENTAL ASS. PGRI	8,728.78	
			Oct2021	10/31/2021	OCT 2021 PSG ACTIVITIES CI	3,839.18	24,951.96
16046	11/23/2021	00003	PETTY CASH 112221	11/22/2021	REPLENISH PETTY CASH	345.81	
	Voucher:		101221	11/22/2021	REPLENISH PETTY CASH	29.00	374.81
16047	11/23/2021	01228	PUBLIC AGENCY RETIREMEN49421	11/10/2021	SEP 2021 REP FEES	347.79	347.79
	Voucher:						
16048	11/23/2021	02744	SILVER & WRIGHT, LLP 28582	12/1/2021	OCT 2021 LITIGATION SVCS	1,974.45	
	Voucher:		28583	12/1/2021	OCT 2021 LITIGATION SVCS	22.50	1,996.95
16049	11/23/2021	01253	SOFTSCAPES CORPORATION2335	10/18/2021	SEP 2021 VAN BUREN LANDS	3,895.62	
	Voucher:		2337	10/18/2021	SEP 2021 HARVEST 1 LANDS	3,447.20	
			2331	10/18/2021	SEP 2021 ZONE 5 LANDSCAP	2,804.58	
			2334	10/18/2021	SEP 2021 ZONE 21 LANDSCA	1,178.28	
			2332	10/18/2021	SEP 2021 ZONE 9 LANDSCAP	929.46	
			2333	10/18/2021	SEP 2021 ZONE 17 LANDSCA	397.30	
			2336	10/18/2021	SEP 2021 LIMONITE AVE MEC	336.04	12,988.48
16050	11/23/2021	01706	SOUTHWEST SITE SERVICES73189	11/8/2021	NOV 2021 DOWNEY & 64TH S	1,635.25	1,635.25
	Voucher:						
16051	11/23/2021	00246	STATE OF CALIFORNIA DOJ, I541145	10/7/2021	LAB SVCS- SHERIFF'S DEP	595.00	595.00
	Voucher:						
16052	11/23/2021	02380	SWAGIT PRODUCTIONS, LLC 19035	10/31/2021	OCT 2021 VIDEO STREAMING	1,695.00	1,695.00
	Voucher:						
16053	11/23/2021	01236	WHITE CAP, L.P. 50017157209	10/26/2021	PERMA PATCH	1,670.13	1,670.13
	Voucher:						

Sub total for CHASE BANK: 594,008.45

< 831.20 >

593,177.25

35 checks in this report.

Grand Total All Checks: 594,008.45

Void Checks

Bank code: chase

(none)

VOID Check Request Form

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

Requested By: Joseph Wolf

Date: 11/16/21

Original Check Being Voided Information:

Check#: 15882 Check Date: 10/14/21 Check Amount: 831.20

Payee: Wolf, Joseph (#02934)

Reason for VOID:

- ☐ Lost/Payee communicated check was never received
☐ Incorrect Amount
☒ Incorrect Vendor
☐ Other: Check was made out to applicant, he contacted building and requested it be made out to the company he works for.

Replaced with New Check?

- ☒ Yes
☐ No

Void Processed By: Berlyn Castaneda Date Voided: 11/23/21

Review/Approval:

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

VOID Check Request Reviewed by: [Signature] Date: 11/23/2021

Replacement Check Information:

Check#: 16039 Check Date: 11/22/21 Check Amount: 831.20

Payee: Material Handling Systems Inc. (#02968)

VoidCkEP
11/23/21 9:53AM

Void Check Posting List
City of Jurupa Valley

Page: 1

Document #: 170625 Void Date: 11/23/2021 Posting #: 7225 Group: rosiec
Check #: 15882 Bank code: chase Check Date: 10/14/21
Vendor: 02934 WOLF, JOSEPH
Post into: 05/2022 Check amount: 831.20

Reissued ck # 16039 11/23/2021 \$831.20

Doc Source	Account Number	Description	Amount
disb	B 810.21110	Accounts Payable	831.20 CR
disb	S* B 810.11111	Cash & Investments	831.20 DB
disb	S* B 901.11111	Cash & Investments	831.20 DB
disb	S* B 901.30900	Control Cash Balance	831.20 CR
Balance Sheet Totals:		1,662.40 DB	1,662.40 CR
		Difference:	0.00

Summary Documents

Document #: 170626 **Posting #:** 7225 **Date:** 11/23/21
Reference: 810
Description: disb - FUND 810 SUMMARY
Post into: 05/2022

Account Number	Description	Amount
B 810.11111	Automatic Summary	831.20 DB

Balance Sheet Totals: 831.20 DB CR Difference:

Document #: 170627 **Posting #:** 7225 **Date:** 11/23/21
Reference: 901
Description: disb - FUND 901 SUMMARY
Post into: 05/2022

Account Number	Description	Amount
B 901.11111	Automatic Summary	831.20 DB
B 901.30900	Automatic Summary	831.20 CR

Balance Sheet Totals: 831.20 DB 831.20 CR Difference: 0.00

VoidCkEP
11/23/21 9:53AM

Void Check Posting List
City of Jurupa Valley

Page: 3

		<i>Balance Sheet Fund Totals</i>		
<u>Fund</u>		<u>Debits</u>	<u>Credits</u>	<u>Difference</u>
810	General Agency	831.20	831.20	0.00
901	Cash Fund	831.20	831.20	0.00

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

Bank : chase CHASE BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16054	12/2/2021	00406	AT&T MOBILITY	9516827191888	11/16/2021 DEC 2021 PHONE LAND LINE	125.08	125.08
		Voucher:					
16055	12/2/2021	01366	CALIFORNIA NEWSPAPERS P 180854450	10/25/2021	26 WEEK: 7 DAY PRINT & DIG	532.28	532.28
		Voucher:					
16056	12/2/2021	00665	CDW DIRECT, LLC	N872024	11/19/2021 JVOC- NETWORK SWITCHES	7,997.21	
		Voucher:	L208469	11/23/2021	FORTINET 1 YR 24X7 CARE	349.39	8,346.60
16057	12/2/2021	02393	CHARTER COMMUNICATIONS	1034343112121	11/21/2021 DEC 2021 BUSINESS VOICE	119.97	119.97
		Voucher:					
16058	12/2/2021	01100	COLONIAL LIFE INS CO	4522090-120158	11/23/2021 DEC 2021 EMP. CAFE PLAN B	4,195.42	4,195.42
		Voucher:					
16059	12/2/2021	00836	DE LAGE LANDEN FINANCIAL	7454969	11/20/2021 NOV 2021 COPIER LEASE	1,422.86	1,422.86
		Voucher:					
16060	12/2/2021	00589	ECS IMAGING, INC	15767	6/1/2021 BUILDING DEPT SCANNING S	6,970.61	6,970.61
		Voucher:					
16061	12/2/2021	00015	EDISON - SOUTHERN CALIFO	700471147737	11/20/2021 JV BOXING CLUB ELECTRIC I	264.45	
		Voucher:	700578058410	11/20/2021	LLMD ELECTRIC CHARGES	138.16	
			700573890844	11/20/2021	PUMP STATION ELECTRIC	24.50	
			700283355030	11/20/2021	CFD IRR ELECTRICAL CHARG	22.12	
			700175393020	11/20/2021	CFD IRR ELECTRICAL CHARG	21.44	
			700423088580	11/20/2021	CFD IRR ELECTRICAL CHARG	20.77	
			700309967483	11/20/2021	CFD IRR ELECTRICAL CHARG	20.43	
			700666488559	11/20/2021	CFD 2013-001 ELECTRIC CHA	19.52	
			700032828379	11/20/2021	CFD PUMP STATION ELECTR	18.68	
			700311186451	11/20/2021	CFD IRR ELECTRICAL CHARG	18.64	
			700576456997	11/20/2021	LLMD ELECTRIC CHARGES	18.45	
			700462515747	11/20/2021	CFD IRR ELECTRICAL CHARG	18.14	
			700573855680	11/20/2021	PUMP STATION ELECTRIC	18.12	
			700576477613	11/20/2021	LLMD ELECTRIC CHARGES	17.96	
			700573641169	11/20/2021	LLMD ELECTRIC CHARGES	17.80	
			700573772323	11/20/2021	PUMP STATION ELECTRIC	17.63	
			700049179953	11/20/2021	CFD IRR ELECTRICAL CHARG	16.65	
			700573936314	11/20/2021	LLMD ELECTRIC CHARGES	16.65	
			700573815163	11/20/2021	PUMP STATION ELECTRIC	11.49	721.60

Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16062	12/2/2021	02180	EMPIRE GROUP OF COMPANIES	11/5/2021	BUSINESS CARDS: PUBLIC V	205.54	
	Voucher:		59995	11/8/2021	SCREEN PRINTING PUBLIC V	130.50	336.04
16063	12/2/2021	02937	FERNANDEZ, EDWARD	11/30/2021	B20-001423 BLDG REIMB 515'	271.20	271.20
	Voucher:						
16064	12/2/2021	00051	JOE A. GONSALVES & SON	11/17/2021	DEC 2021 LEGISLATIVE SVCS	3,000.00	3,000.00
	Voucher:						
16065	12/2/2021	00199	JURUPA COMMUNITY SERVICES	11/1/2021	SEP 2021 GRAFFITI ABATEME	8,333.32	
	Voucher:		2022-00001003	10/1/2021	OCT 2021 GRAFFITI ABATEMI	8,333.32	
			2022-00001004	11/1/2021	NOV 2021 GRAFFITI ABATEMI	8,333.32	24,999.96
16066	12/2/2021	01989	KLISE MEDIA GROUP INC.	11/23/2021	2021 STATE OF THE CITY VID	4,800.00	4,800.00
	Voucher:						
16067	12/2/2021	01369	MCE CORPORATION	11/1/2021	OCT 2021 MAINT SVCS	53,500.00	
	Voucher:		2110004	11/9/2021	OCT 2021 JVOC IRRIGATION	1,109.99	54,609.99
16068	12/2/2021	00245	ORTIZ, ROGELIO	10/28/2021	PUBLIC WORKS STAFF HATS	251.94	251.94
	Voucher:		21506				
16069	12/2/2021	02078	PATH OF LIFE MINISTRIES	10/31/2021	OCT 2021 PSG- HOMELESS S	11,893.91	11,893.91
	Voucher:		Oct2021#4				
16070	12/2/2021	00052	QUADIENT FINANCE USA, INC	11/18/2021	NOV 2021 POSTAGE	2,010.00	2,010.00
	Voucher:		111821				
16071	12/2/2021	02039	QUINTANA, AARON	11/2/2021	2021 TREE LIGHTING- PHOTC	380.00	380.00
	Voucher:		2021-12-03				
16072	12/2/2021	02522	RIVERSIDE MEDICAL CLINIC	7/1/2021	FEB 2021 LAB SVCS W.S.	128.00	128.00
	Voucher:		02162021				
16073	12/2/2021	02947	RSG, INC.	11/9/2021	HOUSING IN-LIEU FEE RSG2	11,227.50	11,227.50
	Voucher:		I007985				
16074	12/2/2021	01273	SANTA ANA RIVER WATER CC	12/2/2021	LLMD WATER CHARGES	332.00	
	Voucher:		4000-1	12/2/2021	LLMD WATER CHARGES	318.74	
			4002-1	12/2/2021	LLMD WATER CHARGES	285.30	
			4001-1	12/2/2021	LLMD WATER CHARGES	98.37	1,034.41
			1534-4				
16075	12/2/2021	01253	SOFTSCAPES CORPORATION	11/3/2021	AUG 2021 HARVEST 1 LANDS	4,174.56	
	Voucher:		2351	11/3/2021	AUG 2021 ZONE 5 LANDSCAF	2,927.02	
			2349	11/3/2021	AUG 2021 LIMONITE MED. LA	312.34	7,413.92
			2350	11/18/2021	DEC 2021 LIFE INSURANCE F	838.10	838.10
16076	12/2/2021	02554	STANDARD INSURANCE COM	11/18/2021			
	Voucher:		111821				

Bank : chase CHASE BANK		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16077	12/2/2021	00370	T&B PLANNING, INC	21-8271	11/8/2021 CS20004 OCT 2021 SPACE C	1,312.50	1,312.50
		Voucher:					
16078	12/2/2021	00418	TRICO DISPOSAL, INC, BURR	092821	9/28/2021 MAY-JUN 2021 TRASH LIENS	11,833.84	11,833.84
		Voucher:					
16079	12/2/2021	01733	UNIFIRST CORPORATION	3251716776	10/4/2021 OCT 2021 UNIFORM CLEANIN	67.70	
		Voucher:		3251714291	9/27/2021 OCT 2021 UNIFORM CLEANIN	65.78	
				3251719240	10/11/2021 OCT 2021 UNIFORM CLEANIN	65.78	
				3251721715	10/18/2021 OCT 2021 UNIFORM CLEANIN	65.78	
				3251724183	10/25/2021 OCT 2021 UNIFORM CLEANIN	65.78	330.82
16080	12/2/2021	00974	WASTE MANAGEMENT	090821	9/8/2021 MAY- JUN 2021 TRASH#2 W/J	7,589.83	7,589.83
		Voucher:					
16081	12/2/2021	01088	WEST COAST ARBORISTS, IN	178964	10/31/2021 OCT 2021 21-22 TREE MAINT.	6,691.00	6,691.00
		Voucher:					
Sub total for CHASE BANK:							173,387.38

28 checks in this report.

Grand Total All Checks: 173,387.38

Bank : chase CHASE BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16082	12/9/2021	02969	ABBEY CARPET & FLOOR 13766	9/23/2021	JVOC-CARPET	450.00	450.00
		Voucher:					
16083	12/9/2021	01226	ADLERHORST INTERNATIONAL#107340	10/28/2021	OCT 2021 MONTHLY ON SITE	175.00	
		Voucher:	106968	8/4/2021	JUL 2021 MONTHLY ON SITE	175.00	350.00
16084	12/9/2021	02923	ALL AMERICAN SECURITY, LL1197	11/1/2021	11/01/21-11/30/21 JVOC ON SI	6,466.00	6,466.00
		Voucher:					
16085	12/9/2021	02573	ALTA LANGUAGE SERVICES, IIS564217	11/30/2021	LISTENING & SPEAKING TES	55.00	55.00
		Voucher:					
16086	12/9/2021	00240	AMERICAN FORENSIC NURSE75148	11/5/2021	LAB SVCS- SHERIFF'S DEPT	155.00	
		Voucher:	75174	11/10/2021	LAB SVCS- SHERIFF'S DEPT	61.22	
			75131	11/1/2021	LAB SVCS- SHERIFF'S DEPT	55.00	
			75149	11/5/2021	LAB SVCS- SHERIFF'S DEPT	55.00	
			75154	11/5/2021	LAB SVCS- SHERIFF'S DEPT	55.00	
			75173	11/10/2021	LAB SVCS- SHERIFF'S DEPT	55.00	
			75172	11/10/2021	LAB SVCS- SHERIFF'S DEPT	30.00	466.22
16087	12/9/2021	01367	APSCREEN 13527	11/30/2021	EMPLYMENT BACKGROUND	90.00	90.00
		Voucher:					
16088	12/9/2021	00406	AT&T MOBILITY 312341384	11/23/2021	NOV 2021 INTERNET & PHON	149.17	
		Voucher:	316228695	11/26/2021	NOV 2021 INTERNET JVOC 5%	58.85	
			316229348	11/26/2021	NOV 2021 INTERNET JVOC 5%	58.85	266.87
16089	12/9/2021	01365	AUTO AIDE TOWING 71817-1	8/5/2021	TOWING SVCS- SHERIFF'S D	200.00	200.00
		Voucher:					
16090	12/9/2021	00376	CALTRANS SL220534	10/21/2021	JUL- SEP 2021 SIGNALS & LIC	6,796.10	6,796.10
		Voucher:					
16091	12/9/2021	01393	CHERRY VALLEY FEED AND P21071	10/6/2021	DOG FOOD FOR CITY K9 HYI	151.90	151.90
		Voucher:					
16092	12/9/2021	02761	CITYGATE ASSOCIATES, LLC 30724	11/30/2021	POLICE DEPARTMENT FEASI	3,738.00	3,738.00
		Voucher:					
16093	12/9/2021	01360	COUNTY OF RIVERSIDE, SHE SH0000039900	11/10/2021	OCT 2021 EXTRA DUTY COUI	775.75	775.75
		Voucher:					
16094	12/9/2021	01278	FAIR HOUSING CNCL OF RIVERR#FY21-22	12/2/2021	NOV 2021 LANDLORD/TENAN	2,244.46	2,244.46
		Voucher:					
16095	12/9/2021	00587	FASTENAL COMPANY CAJUR50584	11/10/2021	BOTTLED WATER, CONTR B/	743.28	743.28
		Voucher:					

Bank : chase CHASE BANK		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16096	12/9/2021	01688 FCS INTERNATIONAL, INC	00072490	11/16/2021	CS16002 OCT 2021 RIO VISTA	14,136.70	14,136.70
	Voucher:						
16097	12/9/2021	02961 VOID HEALTHY MISSION NUTRITION 2021-001		10/21/2021	OPEN ENROLLMENT CAMPAIGN	420.00	420.00
	Voucher:	#15954				Reissue-VOID	
16098	12/9/2021	00033 HR GREEN	147952	11/10/2021	OCT 2021 CIP21110 PH.3 MIS	12,264.50	
	Voucher:		147951	11/10/2021	OCT 2021 CIP21103 PH.2 MIS	7,040.50	
			147953	11/10/2021	OCT 2021 CIP21111 PH.3 VAN	3,455.50	
			147954	11/10/2021	OCT 2021 CIP21102 PH.1 OLD	595.25	23,355.75
16099	12/9/2021	00890 INTELESYS ONE	100256	11/30/2021	NETWORK HARDWARE	6,163.28	6,163.28
	Voucher:						
16100	12/9/2021	02762 JOHNSON EQUIPMENT COMPANY	7609	11/29/2021	SHERIFF'S VOLUNTEER VEHICLE	4,034.40	4,034.40
	Voucher:						
16101	12/9/2021	01686 LIBERTY TOWING	21-297594	11/30/2021	TOWING SVCS	175.00	175.00
	Voucher:						
16102	12/9/2021	02971 MARSHACK HAYS LLP	13176	11/12/2021	OCT 2021 PROF SVCS- WEST	3,088.00	3,088.00
	Voucher:						
16103	12/9/2021	00848 MOBILE MODULAR STORAGE	300603445	11/17/2021	NOV 2021 STORAGE CONTAINER	125.10	
	Voucher:		300542730	8/30/2021	SEP 2021 STORAGE CTR#732	119.93	245.03
16104	12/9/2021	01517 OFFICE DEPOT, INC	213680130001	12/2/2021	OFFICE SUPPLIES	424.39	
	Voucher:		211589984001	11/17/2021	OFFICE SUPPLIES	111.87	
			212092564001	11/17/2021	OFFICE SUPPLIES	91.57	
			210073147001	11/23/2021	OFFICE SUPPLIES	63.15	
			205085987001	11/12/2021	OFFICE SUPPLIES	35.84	
			211633316001	11/18/2021	OFFICE SUPPLIES	15.56	742.38
16105	12/9/2021	01363 RIVERSIDE COUNTY, ASSESS	21-509834	10/25/2021	OCT 2021 DOCUMENT# 2021-	20.00	20.00
	Voucher:						
16106	12/9/2021	01516 SANTA FE BUILDING MAINTEN	20176	10/31/2021	OCT 2021 CITY HALL MAINT	3,782.13	
	Voucher:		20190	10/31/2021	COVID-19 OCT 2021 CITY HALL	2,478.00	
			20199	10/31/2021	OCT 2021 SENIOR CNT MAIN	1,198.00	7,458.13

Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16107	12/9/2021	01253	SOFTSCAPES CORPORATION	2340	11/1/2021 NOV 2021 ZONE 16 LANDSCA	8,200.00	
	Voucher:		2356	11/8/2021	OCT 2021 VAN BUREN LANDS	3,934.30	
			2348	11/2/2021	OCT 2021 MISSION EST. LANI	2,851.88	
			2345	11/2/2021	OCT 2021 ZONE 14 LANDSCA	2,736.78	
			2347	11/2/2021	OCT 2021 THE QUARRY LANI	2,057.52	
			2355	11/8/2021	OCT 2021 ZONE 21 LANDSCA	1,229.16	
			2342	11/1/2021	NOV 2021 EDDIE D. SR. CTR I	910.00	
			2353	11/8/2021	OCT 2021 ZONE 9 LANDSCAF	906.74	
			2343	11/1/2021	NOV 2021 RIVERBEND LAND	475.00	
			2354	11/8/2021	OCT 2021 ZONE 17 LANDSCA	407.90	
			2352	11/8/2021	OCT 2021 ZONE 7 LANDSCAF	362.14	
			2344	11/2/2021	OCT 2021 ZONE 6 LANDSCAF	345.86	
			2346	11/2/2021	OCT 2021 ZONE 34 LANDSCA	331.22	
			2341	11/1/2021	NOV 2021 CITY HALL LANDSC	150.00	24,898.50
16108	12/9/2021	02970	STATEWIDE TRAFFIC SAFETY	13008248	11/10/2021 FLAIRED LEG BRACKET WITH	301.14	301.14
	Voucher:						
16109	12/9/2021	02349	STERICYCLE, INC.	8000396804	11/18/2021 OCT-NOV 2021 RECYCLE	168.06	
	Voucher:		8000009037	9/18/2021	AUG 2021 RECYCLE	104.95	
			8000190843	10/18/2021	SEP 2021 RECYCLE	104.95	377.96
16110	12/9/2021	01883	TRAFFIC MANAGEMENT INC.	803525	11/19/2021 SQUARE POST, STREET SIGI	5,181.97	5,181.97
	Voucher:						
16111	12/9/2021	01251	WEX BANK	76438417	11/30/2021 NOV 2021 FUEL CHARGES	3,248.04	3,248.04
	Voucher:						
16112	12/9/2021	01236	WHITE CAP, L.P.	50017326320	11/15/2021 PERMA PATCH	3,340.25	
	Voucher:		50017360474	11/18/2021	PET WASTE STATION BAGS	1,594.70	4,934.95
16113	12/9/2021	00042	XCS DOCUMENT MGMT SOLL	055384	11/16/2021 OCT 2021 COPY COST ID#132	1,704.37	
	Voucher:		055385	11/16/2021	OCT 2021 COPY COST ID#132	1,522.41	
			055383	11/16/2021	OCT 2021 COPY COST ID#132	668.56	3,895.34

Sub total for CHASE BANK:

125,470.15

<420.00>
125,050.15

32 checks in this report.

Grand Total All Checks: 125,470.15

Void Checks

Bank code: chase

(none)

VOID Check Request Form

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

Requested By: Aalejandro Romero Date: 12/08/21

Original Check Being Voided Information:

Check#: 15954 Check Date: 11/04/21 Check Amount: 420.00
Payee: Healthy Mission Nutrition (#02961)

Reason for VOID:

- ☒ Lost/Payee communicated check was never received
☐ Incorrect Amount
☐ Incorrect Vendor
☐ Other: Payee did not receive, requested reissued check.

Replaced with New Check?

- ☒ Yes
☐ No

Void Processed By: Berlyn Castaneda Date Voided: 12/09/21

Review/Approval:

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

VOID Check Request Reviewed by: *Kim* Date: 12/9/2021

Replacement Check Information:

Check#: 16097 Check Date: 12/09/21 Check Amount: 420.00

Payee: Healthy Mission Nutrition (#02961)

VoidCkEP
12/09/21 3:48PM

Void Check Posting List
City of Jurupa Valley

Page: 1

Document #: 171522 Void Date: 12/09/2021
Check #: 15954 Bank code: chase
Vendor: 02961 HEALTHY MISSION NUTRITION
Post into: 06/2022 Check amount: 420.00

Posting #: 7266 Group: berlync
Check Date: 11/04/21

Reissued CK# 16097 12/9/2021 \$ 420.00

Doc Source	Account Number	Description	Amount
disb	B 100.21110	Accounts Payable	420.00 CR
disb S*	B 100.11111	Cash & Investments	420.00 DB
disb S*	B 901.11111	Cash & Investments	420.00 DB
disb S*	B 901.30900	Control Cash Balance	420.00 CR
Balance Sheet Totals:		840.00 DB	840.00 CR
		Difference:	0.00

VoidCkEP
12/09/21 3:48PM

Void Check Posting List
City of Jurupa Valley

Page: 2

Summary Documents

Document #: 171523 Posting #: 7266 Date: 12/09/21
Reference: 100
Description: disb - FUND 100 SUMMARY
Post into: 06/2022

Account Number	Description	Amount
B 100.11111	Automatic Summary	420.00 DB

Balance Sheet Totals: 420.00 DB CR Difference:

Document #: 171524 Posting #: 7266 Date: 12/09/21
Reference: 901
Description: disb - FUND 901 SUMMARY
Post into: 06/2022

Account Number	Description	Amount
B 901.11111	Automatic Summary	420.00 DB
B 901.30900	Automatic Summary	420.00 CR

Balance Sheet Totals: 420.00 DB 420.00 CR Difference: 0.00

VoidCkEP
12/09/21 3:48PM

Void Check Posting List
City of Jurupa Valley

Page: 3

		<i>Balance Sheet Fund Totals</i>		
<u>Fund</u>		<u>Debits</u>	<u>Credits</u>	<u>Difference</u>
100	General Fund	420.00	420.00	0.00
901	Cash Fund	420.00	420.00	0.00

VoidCkEP
12/09/21 3:48PM

Void Check Postina List
City of Jurupa Valley

Page: 4

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

Bank : chase CHASE BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
489	11/2/2021	00044	CHASE CARD SERVICES	102121	11/2/2021	OCT 2021	19,730.67
	Voucher:			102121-1	11/2/2021	COVID- OCT 2021	199.90
490	11/3/2021	01082	ICMA-RC	PPE103121	11/3/2021	PPE 10/31/21 PLAN#307290 C	3,686.22
	Voucher:						3,686.22
491	11/3/2021	01093	JOHN HANCOCK USA	PPE103121	11/3/2021	PPE 10/31/21 PARS CONTRAC	225.00
	Voucher:						225.00
492	11/3/2021	01082	ICMA-RC	PPE102921	11/3/2021	PPE 10/29/21 PLAN#307290 C	6,292.80
	Voucher:						6,292.80
493	11/3/2021	01093	JOHN HANCOCK USA	PPE102921	11/3/2021	PPE 10/29/21 PARS CONT#86	23,705.45
	Voucher:						23,705.45
494	11/8/2021	00406	AT&T MOBILITY	287277933929x	11/8/2021	OCT 2021 CEL SVCS	1,750.17
	Voucher:						1,750.17
495	11/15/2021	00044	CHASE CARD SERVICES	112121	11/15/2021	NOV 2021	12,191.76
	Voucher:						12,191.76
496	11/22/2021	01093	JOHN HANCOCK USA	PPE111221	11/22/2021	PPE 11/12/21 PARS CTR#8636	23,836.60
	Voucher:						23,836.60
497	11/22/2021	01082	ICMA-RC	PPE111221	11/22/2021	PPE 11/12/21 PLAN#307290 C	6,281.55
	Voucher:						6,281.55
498	11/23/2021	00027	RICHARDS WATSON GERSHC234384		11/23/2021	OCT 2021 PROF SVCS	92,686.76
	Voucher:						92,686.76
16114	12/16/2021	02632	AMERITAS LIFE INSURANCE (DPPO-120121	12/1/2021	DEC 2021 DENTAL PPO	1,680.05	
	Voucher:		DHMO-120121	12/1/2021	DEC 2021 DENTAL HMO	921.22	
			V-120121	12/1/2021	DEC 2021 VISION	675.57	3,276.84
16115	12/16/2021	01367	APSCREEN	13366	10/15/2021	EMPLOYMENT BACKGROUND	70.00
	Voucher:						70.00
16116	12/16/2021	00406	AT&T MOBILITY	9516837238013	12/1/2021	DEC 2021 JVOC LANDLINES	1,367.88
	Voucher:			9516834011682	12/1/2021	DEC 2021 JVOC LANDLINES	1,367.88
16117	12/16/2021	02393	CHARTER COMMUNICATIONS	1028733121021	12/10/2021	DEC 2021 BUSINESS TV	59.25
	Voucher:						59.25

Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16118	12/16/2021	00015	EDISON - SOUTHERN CALIFO	700575534083	12/1/2021	PUMP STATION ELECTRIC	131.56
	Voucher:			700575417683	12/1/2021	PUMP STATION ELECTRIC	47.11
				700575357463	12/1/2021	PUMP STATION ELECTRIC	39.33
				700340926752	12/1/2021	LLMD ELECTRIC CHARGES	34.42
				700576371418	12/1/2021	STREET LIGHT ELECTRIC	21.38
				700575315532	12/1/2021	PUMP STATION ELECTRIC	19.85
				700565103351	12/1/2021	PUMP STATION ELECTRIC	18.36
				700575241669	12/1/2021	IRR ELECTRICAL CHARGES	18.36
				700575262584	12/1/2021	IRR ELECTRICAL CHARGES	18.36
				700576362324	12/1/2021	PUMP STATION ELECTRIC	18.36
				700576440833	12/1/2021	STREET LIGHT ELECTRIC	18.36
				700575195593	12/1/2021	STREET LIGHT ELECTRIC	18.19
				700576040204	12/1/2021	STREET LIGHT ELECTRIC	18.19
				700575163261	12/1/2021	IRR ELECTRICAL CHARGES	18.19
				700575172153	12/1/2021	IRR ELECTRICAL CHARGES	17.87
				700576402538	12/1/2021	PUMP STATION ELECTRIC	17.54
							475.43

Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16119	12/16/2021	00015	EDISON - SOUTHERN CALIF	600001004463	12/1/2021	TRAFFIC SIGNAL ELECTRIC	8,107.21
	Voucher:		700617789509	12/1/2021	CFD 2013-001 STREET LIGHT	1,874.38	
			700381004324	12/1/2021	LMD STREET LIGHT ELECTRIC	1,182.17	
			700133835691	12/1/2021	CDF 14-002 STREET LIGHT E	659.31	
			700186227314	12/1/2021	STREET LIGHT ELECTRIC	330.13	
			700396738936	12/1/2021	LMD STREET LIGHT ELECTRIC	255.60	
			700390998556	12/1/2021	LMD STREET LIGHT ELECTRIC	141.76	
			700404491458	12/1/2021	LMD STREET LIGHT ELECTRIC	134.19	
			700399867790	12/1/2021	LMD STREET LIGHT ELECTRIC	117.92	
			700032972768	12/1/2021	CFD STREET LIGHT ELECTRIC	62.66	
			700347917422	12/1/2021	CFD STREET LIGHT ELECTRIC	62.66	
			700395461061	12/1/2021	LMD STREET LIGHT ELECTRIC	47.70	
			700398319430	12/1/2021	LMD STREET LIGHT ELECTRIC	47.70	
			700404180856	12/1/2021	LMD STREET LIGHT ELECTRIC	47.70	
			700404381223	12/1/2021	LMD STREET LIGHT ELECTRIC	47.70	
			700406000921	12/1/2021	LMD STREET LIGHT ELECTRIC	31.41	
			700423128693	12/1/2021	CFD IRR ELECTRICAL CHARGE	31.35	
			700336117875	12/1/2021	CFD STREET LIGHT ELECTRIC	23.85	
			700385257772	12/1/2021	LMD STREET LIGHT ELECTRIC	23.85	
			700398120982	12/1/2021	LMD STREET LIGHT ELECTRIC	23.85	
			700407261012	12/1/2021	LMD STREET LIGHT ELECTRIC	23.85	
			700342882718	12/1/2021	LLMD ELECTRIC CHARGES	20.67	
			700109521734	12/1/2021	STREET LIGHT ELECTRIC	18.70	
			700509164663	12/1/2021	STREET LIGHT ELECTRIC	18.36	
			700386701557	12/1/2021	LMD STREET LIGHT ELECTRIC	15.62	
			700393730724	12/1/2021	LMD STREET LIGHT ELECTRIC	10.93	13,361.23

Bank : chase CHASE BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
16120	12/16/2021	00015	EDISON - SOUTHERN CALIFO	700386851202	12/1/2021	STREET LIGHT ELECTRIC	6,410.87	
	Voucher:			700111080101	12/1/2021	TRAFFIC SIGNAL ELECTRIC	2,165.24	
				700615190010	12/1/2021	CFD 2014-001 LIGHT ELECTR	733.33	
				700182611739	12/1/2021	STREET LIGHT ELECTRIC	589.92	
				700253324638	12/1/2021	CFD 2013-001 STREET LIGHT	188.15	
				700565016657	12/1/2021	LLMD ELECTRIC CHARGES	185.83	
				700382170546	12/3/2021	CFD PED/IRR ELECTRICAL CI	164.07	
				700023315511	12/1/2021	STREET LIGHT ELECTRIC	134.69	
				700133734550	12/1/2021	CFD 2013-001 STREET LIGHT	119.07	
				700575074951	12/1/2021	TRAFFIC SIGNAL LIGHT ELEC	117.88	
				700259898511	12/1/2021	CFD STREET LIGHT ELECTRI	116.26	
				700564880958	12/1/2021	LLMD ELECTRIC CHARGES	94.19	
				700352590495	12/1/2021	CFD14-001 STREET LIGHT EL	94.06	
				700525999116	12/1/2021	STREET LIGHT ELECTRIC	94.06	
				700374434693	12/1/2021	CFD STREET LIGHT ELECTRI	89.21	
				700329171665	12/1/2021	STREET LIGHT ELECTRIC	78.44	
				700185117975	12/1/2021	CFD STREET LIGHT ELECTRI	68.51	
				700078039170	12/1/2021	STREET LIGHT ELECTRIC	31.41	
				700563513864	12/1/2021	STREET LIGHT ELECTRIC	15.62	11,490.81
16121	12/16/2021	00033	HR GREEN	147743	10/29/2021	SEP 2021 PROF SVCS	386,303.60	386,303.60
	Voucher:							
16122	12/16/2021	00679	JURUPA AREA PARK AND REC	17	12/2/2021	NOV 2021 MGMT SVCS FOR E	9,751.11	9,751.11
	Voucher:							
16123	12/16/2021	00199	JURUPA COMMUNITY SERVIC	23875-003	12/1/2021	JCSD WATER CHARGES	341.20	
	Voucher:			25472-003	12/1/2021	JCSD WATER CHARGES	319.62	
				40163-003	12/1/2021	IRR WATER CHARGES	306.58	
				23342-003	12/1/2021	JCSD WATER CHARGES	259.94	
				23829-003	12/1/2021	JCSD WATER CHARGES	241.56	
				23343-002	12/1/2021	JCSD WATER CHARGES	181.50	
				23828-003	12/1/2021	JCSD WATER CHARGES	180.08	
				28035-003	12/1/2021	9801 FAIRFOR (IRR)	168.78	
				21933-002	12/1/2021	JCSD WATER CHARGES	158.18	2,157.44

Bank : chase CHASE BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
16124	12/16/2021	00199	JURUPA COMMUNITY SERVICE	40264-002	12/8/2021	LLMD WATER CHARGES	959.86	
	Voucher:		40893-002	12/8/2021	CFD WATER CHARGES	535.54		
			41884-002	12/8/2021	CFD WATER CHARGES	527.06		
			41009-002	12/8/2021	LLMD WATER CHARGES	427.42		
			43055-002	12/8/2021	LLMD WATER CHARGES	317.50		
			40916-002	12/8/2021	LLMD WATER CHARGES	285.38		
			43074-002	12/8/2021	CFD WATER CHARGES	275.82		
			40164-002	12/8/2021	IRR WATER CHARGES	264.66		
			43868-002	12/8/2021	CFD IRR WATER CHARGES	253.78		
			43381-002	12/8/2021	LLMD WATER CHARGES	241.18		
			43927-003	12/8/2021	CFD WATER CHARGES	177.96		
			41885-002	12/8/2021	CFD WATER CHARGES	177.96		
			43864-002	12/8/2021	CFD IRR WATER CHARGES	147.90		
			40265-002	12/8/2021	LLMD WATER CHARGES	141.54		
			40895-002	12/8/2021	CFD WATER CHARGES	124.26		
			21722-002	12/8/2021	LLMD WATER CHARGES	102.94		
			42064-002	12/8/2021	LLMD WATER CHARGES	72.76		
			21845-002	12/8/2021	LLMD WATER CHARGES	58.42		
			21723-002	12/8/2021	LLMD WATER CHARGES	49.94		5,141.88

Bank : chase CHASE BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
16125	12/16/2021	00199	JURUPA COMMUNITY SERVICE	21846-002	11/24/2021 LLMD WATER CHARGES	773.68		
	Voucher:		41535-002	11/24/2021	LLMD WATER CHARGES	745.42		
			21576-002	11/24/2021	LLMD WATER CHARGES	453.56		
			15160-002	11/24/2021	WATER & SEWER	438.66		
			42890-002	11/24/2021	LLMD WATER CHARGES	387.84		
			30161-003	11/24/2021	LLMD WATER CHARGES	368.38		
			42322-002	11/24/2021	LLMD WATER CHARGES	336.58		
			24035-002	11/24/2021	LLMD WATER CHARGES	315.76		
			21844-002	11/24/2021	LLMD WATER CHARGES	275.48		
			23830-003	11/24/2021	LLMD WATER CHARGES	247.54		
			42271-002	11/24/2021	LLMD WATER CHARGES	240.46		
			41542-002	11/24/2021	LLMD WATER CHARGES	215.74		
			21573-004	11/24/2021	LLMD WATER CHARGES	150.02		
			34405-003	11/24/2021	LLMD WATER CHARGES	145.46		
			30160-003	11/24/2021	LLMD WATER CHARGES	141.22		
			30162-003	11/24/2021	LLMD WATER CHARGES	113.98		
			30163-003	11/24/2021	LLMD WATER CHARGES	113.98		
			43371-002	11/24/2021	LLMD WATER CHARGES	113.66		
			21562-002	11/24/2021	LLMD WATER CHARGES	109.42		
			21574-005	11/24/2021	LLMD WATER CHARGES	98.82		
			37986-004	11/24/2021	LLMD WATER CHARGES	79.74		
			22280-002	11/24/2021	LLMD WATER CHARGES	67.02		
			30159-003	11/24/2021	LLMD WATER CHARGES	60.66		
			37985-003	11/24/2021	LLMD WATER CHARGES	43.58		
			41478-001	11/24/2021	WATER & SEWER	32.90	6,069.56	
16126	12/16/2021	02975	KLEINFELDER	EP21-198	12/14/2021 EP21-198 ENG REIMB 68TH V	873.25	873.25	
	Voucher:							
16127	12/16/2021	02974	PIER ENTERPRISES GROUP, BOND	21-0009	12/14/2021 BOND21-0009 ENG. REIMB. 4/	96,000.00	96,000.00	
	Voucher:							
16128	12/16/2021	01228	PUBLIC AGENCY RETIREMEN	49625	12/8/2021 OCT 2021 REP FEES	347.79	347.79	
	Voucher:							
16129	12/16/2021	00100	THE GAS COMPANY	11992193976	12/6/2021 NOV 2021 GAS SVCS- CITY H	176.69		
	Voucher:		15378777237	12/7/2021	NOV 2021 GAS SVCS- BOXIN	54.36		
			03198761169	12/7/2021	NOV 2021 GAS SVCS- JVOC	47.06	278.11	

apChkLst
12/16/2021 6:42:06PM

Final Check List
City of Jurupa Valley

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Bank : chase CHASE BANK

(Continued)

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
16130	12/16/2021	02057	WEST VALLEY WATER DISTRI120821	12/8/2021	NOV 2021 - 1090 HALL	55.08	55.08	
		Voucher:						

Sub total for CHASE BANK: 729,034.02

27 checks in this report.

Grand Total All Checks: 729,034.02



Manage your account online at :
www.chase.com/cardhelp

Customer Service:
1-800-945-2028

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

New Balance

\$12,696.86

Minimum Payment Due

\$2,539.00

Payment Due Date

12/15/21

Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.

Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, go to www.chase.com

ACCOUNT SUMMARY

Account Number: [REDACTED]

Previous Balance	\$19,930.57
Payment, Credits	-\$32,286.54
Purchases	+\$25,052.83
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$12,696.86
Opening/Closing Date	10/22/21 - 11/21/21
Credit Limit	\$25,000
Available Credit	\$12,303
Cash Access Line	\$1,250
Available for Cash	\$1,250
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

Chase Credit Card Payment Nov 2021

Purchases		\$ 25,052.83
Check Register dated 12/16/2021	\$ 12,191.76	
Check Register dated 01/06/2022	\$ 12,696.86	
Total Payments		\$ (24,888.62)
Credits		\$ (164.21)
		\$ 0.00

YOUR ACCOUNT MESSAGES

'ALERT': The US Postal Service announced that mail may take up to 2 additional days to arrive starting October 1, 2021. This may impact delivery of mailed statements to you and mailed payments to us. Consider enrolling in paperless statements, online payments, and payment alerts to avoid any impacts. To enroll visit chase.com/paperless.

& Item was transferred from lost / stolen account.

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06630 MA DA 42569

32510000010004256901



P.O. BOX 15123
WILMINGTON, DE 19850-5123
For Undeliverable Mail Only

Make your payment at
[chase.com/paycard](https://www.chase.com/paycard)

42463152932456660025390001269686000000005

Payment Due Date: 12/15/21
New Balance: \$12,696.86
Minimum Payment Due: \$2,539.00

Account number: 4246 3152 9324 5666

\$ _____ Amount Enclosed
Make/Mail to Chase Card Services at the address below:

42569 BEX 9 32521 C
CONSUELO L CARDENAS
CITY JURUPA VALLEY
8930 LIMONITE AVE
JURUPA VALLEY CA 92509-5019

CARDMEMBER SERVICE
PO BOX 6294
CAROL STREAM IL 60197-6294

5000 160 28 1595 293 24 5666 51



Manage your account online at:
www.chase.com/cardhelp

Customer Service:
1-800-945-2028

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ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
11/20	PANERA BREAD #601819 O 951-493-1895 CA VICTORIA WASKO TRANSACTIONS THIS CYCLE (CARD 4932) \$202.89	202.89
11/02	& Payment Thank You - Web	-19,930.57
11/15	Payment Thank You - Web	-12,191.76
10/21	& 4ALLPROMOS 866-732-3386 CT - HR Open Enrollment	850.72
10/22	& MONOPRICE, INC. 877-271-2592 CA - J VOC Supplies	251.09
10/24	& AMZN Mkt US*2Y5FL0UHO Amzn.com/bill WA - Hx Supplies	70.95
10/26	& 99 CENTS ONLY STORES #285 RIVERSIDE CA - Luncheon	18.39
10/26	& WAL-MART #5663 JURUPA VALLEY CA - Luncheon	18.58
10/26	& Amazon Prime*2Y8QG7SP2 Amzn.com/bill WA - Monthly Membership	14.00
10/26	& STATERBROS090 RIVERSIDE CA - Luncheon	229.70
10/26	& 4ALLPROMOS 866-732-3386 CT - HR Open Enrollment	561.43
10/28	& WALGREENS #2712 RIVERSIDE CA - COVID Tests	103.50
10/28	& AMZN Mkt US*D42HS2WN3 Amzn.com/bill WA	40.98
10/28	& AMZN Mkt US*7K9CI27E3 Amzn.com/bill WA	309.08
10/30	& AMZN Mkt US*W801J62I3 Amzn.com/bill WA	24.76
10/29	& AMZN Mkt US*4Y4XB76R3 Amzn.com/bill WA	25.85
11/02	& MSFT* E0700GH6VI 800-642-7676 WA - User Licenses	96.00
11/02	& ZOOM.US 888-799-9666 WWW.ZOOM.US CA - COVID - Monthly Sub.	199.90
11/03	& AMZN Mkt US*ET2XO26W3 Amzn.com/bill WA - Office Supplies	126.60
11/03	& MSFT* E0700GIKME 800-642-7676 WA - Annual Renewal	5,952.00
11/04	& LIEBERTCASS 310-981-2000 CA - HR Training	75.00
11/03	& STAPLES DIRECT 800-3333330 MA - Office Supplies	260.93
11/04	& AMZN Mkt US*P05F73ZK3 Amzn.com/bill WA - IT Supplies - Bldg Dept	877.80
11/03	& RELIABLE TRANSLATIONS 818-4848673 CA - State of the City	110.77
11/02	& PAYFLOW/PAYPAL PAYFLOW-SUPPO NE - Monthly Membership	25.00
11/04	& 99 CENTS ONLY STORES #285 RIVERSIDE CA - State of the City	10.88
11/04	& Microsoft 425-6816830 WA - PC monitors	333.22
11/05	& CAL CHAMBER OF COMMERCE 800-331-8877 CA - HR Supplies	89.25
11/08	& PEPPERMILL ADV DEPOSIT 775-6897210 NV - Lodging Sheritt, Dept.	681.48
11/09	& SAMS MEMBERSHIP 888-433-7267 AR - Annual Membership	107.75
11/08	& PEPPERMILL ADV DEPOSIT 775-6897210 NV	681.48
11/08	& PEPPERMILL ADV DEPOSIT 775-6897210 NV	681.48
11/08	& PEPPERMILL ADV DEPOSIT 775-6897210 NV	681.48
11/08	& PEPPERMILL ADV DEPOSIT 775-6897210 NV	681.48
11/12	COSTCO WHSE#1317 EASTVALE CA - J VOC Luncheon	159.67
11/12	HOBBY LOBBY #577 NORCO CA - 2021 Christmas Tree Lighting	1,086.90
11/15	CIRCLE K 05245 PEDLEY CA	25.82
11/15	JUAN POLLO 31 RIVERSIDE CA	150.85
11/16	Amazon.com*XI9Q91GD3 Amzn.com/bill WA - IT Supplies - Engineering	75.41
11/16	KIRKLANDS #549 MIRA LOMA CA	75.41
11/16	KIRKLANDS #549 MIRA LOMA CA	117.43
11/17	MICHAELS STORES 7730 MIRA LOMA CA	323.96
11/16	HOBBY LOBBY #577 NORCO CA	220.58
11/17	LOWES #02330* MIRA LOMA CA	996.56
11/17	GRAZIANO S PIZZA RESTAURA JURUPA VALLEY CA	109.82
11/17	HOBBY LOBBY #593 HEMET CA	359.58
11/18	MICHAELS STORES 7730 MIRA LOMA CA	176.27
11/19	RELIABLE TRANSLATIONS 818-4848673 CA - State of the City	110.77
11/19	SPOTLESS EXPRESS CAR WASH 951-934-3959 CA - Monthly Membership	270.00
11/18	HOBBY LOBBY #577 NORCO CA - Tree Lighting	301.99
	CONSUELO L CARDENAS TRANSACTIONS THIS CYCLE (CARD 5666) \$13369.78- INCLUDING PAYMENTS RECEIVED	
10/26	& INT'L CODE COUNCIL INC 888-422-7233 IL - Code Enforcement Supplies	367.68
10/26	& LOWES #02330* MIRA LOMA CA - Dept. Supplies	64.22
11/04	& INT'L CODE COUNCIL INC 888-422-7233 IL	216.00
11/05	& INT'L CODE COUNCIL INC 888-422-7233 IL	265.00
11/10	& INT'L CODE COUNCIL INC 888-422-7233 IL	125.00
11/09	& DEANZA TRUE VALUE RIVERSIDE CA - Dept. Supplies	52.78
11/10	& WAL-MART #5663 JURUPA VALLEY CA	43.67
11/10	& COSTCO WHSE#1317 EASTVALE CA	24.77
11/10	& COSTCO WHSE#1317 EASTVALE CA	285.48

ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
11/17	CACEO 916-4922223 CA	95.00
11/17	CACEO 916-4922223 CA	95.00
11/17	CACEO 916-4922223 CA	95.00
11/18	CACEO 916-4922223 CA	95.00
	KEITH CLARKE	
	TRANSACTIONS THIS CYCLE (CARD 5035) \$1824.60	
10/21	& AMZN Mktp US*2Y81P3881 Amzn.com/bill WA	205.76
10/22	& AMZN Mktp US*2Y1972EG2 Amzn.com/bill WA	43.76
10/21	& AMZN Mktp US*2Y3DM73N2 Amzn.com/bill WA	110.75
10/21	& AMZN Mktp US*2Y42N6HY0 Amzn.com/bill WA	10.54
10/21	& BESTBUYCOM806507125954 888BESTBUY MN	82.02
10/22	& BESTBUYCOM806507125954 888BESTBUY MN	338.48
10/24	& AMZN Mktp US*P56755VD3 Amzn.com/bill WA	25.50
11/04	& AMZN Mktp US*PE94K05V3 Amzn.com/bill WA	131.38
11/10	& Adobe Inc 800-8336687 CA	52.99
	JOSEPH PEREZ	
	TRANSACTIONS THIS CYCLE (CARD 3681) \$1001.18	
11/05	& 4IMPRINT, INC 4IMPRINT.COM WI	2,832.36
11/15	THE UPS STORE 4688 952-3344051 CA	351.27
	MICHAEL FLAD	
	TRANSACTIONS THIS CYCLE (CARD 4781) \$3183.63	
10/18	UBER EATS 8005928996 CA	-37.27
10/16	UBER EATS 8005928996 CA	-53.71
10/16	UBER EATS 8005928996 CA	-73.23
10/24	& APPLE.COM/BILL 866-712-7753 CA	9.99
10/29	& APPLE.COM/BILL 866-712-7753 CA	2.99
11/15	& HOO*HOOTSUITE INC 778-5889767 CA	75.00
	TERRI ROLLINGS	
	TRANSACTIONS THIS CYCLE (CARD 8091) \$76.23-	

2021 Totals Year-to-Date

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

Year-to-date totals do not reflect any fee or interest refunds you may have received.

INTEREST CHARGES

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

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

(v) = Variable Rate

(d) = Daily Balance Method (including new transactions)

(a) = Average Daily Balance Method (including new transactions)

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

31 Days in Billing Period



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

New Balance
\$19,930.57
Minimum Payment Due
\$3,986.00
Payment Due Date
11/15/21

Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.

Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, go to www.chase.com

ACCOUNT SUMMARY

Account Number:	[REDACTED]
Previous Balance	\$21,449.33
Payment, Credits	-\$22,024.33
Purchases	+\$20,505.57
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$19,930.57
Opening/Closing Date	09/22/21 - 10/21/21
Credit Limit	\$25,000
Available Credit	\$5,069
Cash Access Line	\$1,250
Available for Cash	\$1,250
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

YOUR ACCOUNT MESSAGES

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42463152932456660039860001993057000000002

Payment Due Date: 11/15/21
New Balance: \$19,930.57
Minimum Payment: \$3,986.00

Account number: 4246 3152 9324 5666

\$ _____ Amount Enclosed
Make/Mail to Chase Card Services at the address below:

21486 BEX 9 29421 C
CONSUELO L CARDENAS
CITY JURUPA VALLEY
8930 LIMONITE AVE
JURUPA VALLEY CA 92509-5019

CARDMEMBER SERVICE
PO BOX 6294
CAROL STREAM IL 60197-6294

5000 160 28 1595 293 24 5666 511



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www.chase.com/cardhelp

Customer Service:
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Mobile: Download the
Chase Mobile® app today

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
10/19	PAYPAL *CCCA 402-935-7733 CA <i>Refund</i>	-575.00
09/21	FEDEX 424139054 800-4633339 TN <i>Postage</i>	78.62
09/24	APPLE.COM/BILL 866-712-7753 CA <i>Apple Music</i>	9.99
09/26	Amazon Prime*2G6MG3Y32 Amzn.com/bill WA <i>Monthly Membership</i>	14.00
09/29	APPLE.COM/BILL 866-712-7753 CA <i>iCloud Storage</i>	2.99
09/28	ALIN PARTY SUPPLY CO RIVERSIDE CA <i>HR Open Enrollment</i>	48.42
09/29	PARTY CITY 486 MIRA LOMA CA <i>HR Open Enrollment</i>	61.41
09/30	WAL-MART #5663 JURUPA VALLEY CA <i>Luncheon</i>	33.32
09/29	PIZZA JAZZ LLC RIVERSIDE CA <i>Luncheon</i>	324.90
09/30	VONS #2659 RIVERSIDE CA <i>Luncheon</i>	49.98
10/01	ZOOM.US 888-799-9666 WWW.ZOOM.US CA <i>COVID - Monthly</i>	199.90
09/30	99 CENTS ONLY STORES #285 RIVERSIDE CA <i>Monthly B-PAY Celebration</i>	8.60
10/04	Vimeo Plus 000-000-0000 NY <i>Video Hosting Site - Monthly</i>	84.00
10/06	WAL-MART #5663 JURUPA VALLEY CA <i>HR Open Enrollment</i>	27.50
10/07	99 CENTS ONLY STORES #285 RIVERSIDE CA <i>HR Open Enrollment</i>	10.76
10/07	99 CENTS ONLY STORES #285 RIVERSIDE CA <i>HR Open Enrollment</i>	6.47
10/07	99 CENTS ONLY STORES #285 RIVERSIDE CA <i>HR Open Enrollment</i>	17.23
10/07	COSTCO WHSE#1317 EASTVALE CA <i>HR Open Enrollment</i>	32.09
10/07	COSTCO WHSE#1317 EASTVALE CA <i>HR Open Enrollment</i>	238.58
10/12	STAPLES 00113910 MIRA LOMA CA <i>MA 17132 Planning Project</i>	1,804.69
10/14	99 CENTS ONLY STORES #285 RIVERSIDE CA <i>Halloween Luncheon</i>	14.09
10/14	ALIN PARTY SUPPLY CO RIVERSIDE CA <i>Halloween Luncheon</i>	44.14
10/16	UBER EATS 8005928996 CA <i>Fraud</i>	73.23
10/15	HOO*HOOTSUITE INC 778-5889767 CA <i>Social Media Distributing Plat</i>	75.00
10/16	UBER EATS 8005928996 CA <i>Fraud</i>	53.71
10/16	99-CENTS-ONLY #0108 HEMET CA <i>Halloween Luncheon</i>	9.79
10/17	FEDEX 427269154 800-4633339 TN <i>Postage</i>	63.60
10/18	UBER EATS 8005928996 CA <i>Fraud</i>	37.27
	TERRI ROLLINGS	
	TRANSACTIONS THIS CYCLE (CARD 4916) \$2849.28	
10/08	Amazon.com*2761151N1 Amzn.com/bill WA <i>Office supplies</i>	16.15
10/14	AMZN Mktp US*270P065S2 Amzn.com/bill WA <i>Office supplies</i>	28.00
10/19	HIT TROPHY INC 419-445-5356 OH <i>Gavel Plaque</i>	116.19
	VICTORIA WASKO	
	TRANSACTIONS THIS CYCLE (CARD 4932) \$160.34	
09/23	Payment Thank You - Web	-21,449.33
09/23	AMZN Mktp US*2G5YN7D02 Amzn.com/bill WA <i>Office supplies</i>	21.78
09/28	Amazon.com*2C7MD6L32 Amzn.com/bill WA <i>Office supplies</i>	16.69
09/28	DLX FOR SMALLBUSINESS 800-865-1913 MN <i>Office supplies</i>	584.38
09/30	ATT*BUS PHONE PMT 800-750-2355 TX <i>3uoc</i>	3,675.35
09/30	ATT*BUS PHONE PMT 800-750-2355 TX <i>3uoc</i>	3,675.35
10/01	STARBUCKS STORE 05685 RIVERSIDE CA <i>HR Open Enrollment</i>	37.95
09/30	CALSENSE 760-4380525 CA <i>Irrigation controllers</i>	750.00
09/30	CALSENSE 760-4380525 CA <i>Irrigation controllers</i>	750.00
09/30	CALSENSE 760-4380525 CA <i>Irrigation controllers</i>	750.00
09/30	CALSENSE 760-4380525 CA <i>Irrigation controllers</i>	750.00
10/03	B2B Prime*2C5NH3B22 Amzn.com/bill WA <i>Business Prime membership</i>	192.87
10/04	AMZN Mktp US*270FD5FS1 Amzn.com/bill WA <i>HR Open Enrollment</i>	12.88
10/04	PAYFLOW/PAYPAL PAYFLOW-SUPPO NE <i>Monthly membership</i>	25.00
10/06	SOUTH BAY FOUNDRY INC 909-3831823 CA <i>PW Supplies</i>	326.25
10/08	Amazon.com*273X14OR2 Amzn.com/bill WA <i>IT Supplies</i>	49.26
10/09	AMZN Mktp US*2739L54E2 Amzn.com/bill WA <i>IT Supplies</i>	52.03
10/14	Amazon.com*276KK1UV0 Amzn.com/bill WA <i>PW Supplies</i>	88.74
10/15	AMZN Mktp US*2Y8ZQ2OM1 Amzn.com/bill WA <i>Luncheon</i>	9.68
10/16	AMZN Mktp US*2Y2ZP24K0 Amzn.com/bill WA <i>Luncheon</i>	18.29
10/18	AMZN Mktp US*2766T5U02 Amzn.com/bill WA <i>Supplies</i>	91.59
10/18	99 CENTS ONLY STORES #285 RIVERSIDE CA <i>HR Open Enrollment</i>	4.41
10/19	AMZN Mktp US*279IP5R52 Amzn.com/bill WA <i>IT Supplies</i>	77.45
10/18	AMZN Mktp US*2Y73A9TBO Amzn.com/bill WA <i>Supplies</i>	505.08
10/19	AMZN Mktp US*2742I8Y12 Amzn.com/bill WA <i>Supplies</i>	52.21
10/19	SPOTLESS EXPRESS CAR WASH 951-934-3959 CA <i>Monthly membership</i>	270.00
10/19	AMZN Mktp US*2Y48N41L1 Amzn.com/bill WA <i>Luncheon</i>	7.52
10/20	AMZN Mktp US*2Y75D5FO2 Amzn.com/bill WA <i>IT Supplies</i>	263.43
10/20	99 CENTS ONLY STORES #285 RIVERSIDE CA <i>Luncheon</i>	18.22

ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
	CONSUELO L CARDENAS TRANSACTIONS THIS CYCLE (CARD 5666) \$8373.92- INCLUDING PAYMENTS RECEIVED	
09/28	CALIFORNIA BUILDING OFF. 916-457-1103 CA <i>Bldg Dept. Training</i>	195.00
09/30	INT'L CODE COUNCIL INC 888-422-7233 IL <i>Code Enforcement</i>	495.54
09/30	INT'L CODE COUNCIL INC 888-422-7233 IL <i>Supplies</i>	323.14
10/04	PALISADES TAHOE LODGING OLYMPIC VLY CA <i>Lodging - Conference</i>	493.28
10/06	AMZN Mktp US*275311J21 Amzn.com/bill WA <i>Office Supplies</i>	10.57
10/04	PALISADES TAHOE LODGING OLYMPIC VLY CA <i>Lodging - Conference</i>	453.85
10/19	CACEO 916-4922223 CA <i>Membership - Bldg Dept.</i> KEITH CLARKE	200.00
	TRANSACTIONS THIS CYCLE (CARD 5035) \$2171.38	
10/07	AMZN Mktp US*271Z15N00 Amzn.com/bill WA <i>Office Supplies</i>	128.20
10/10	Adobe Inc 800-8336687 CA <i>Monthly Subscription</i> JOSEPH PEREZ	52.99
	TRANSACTIONS THIS CYCLE (CARD 3681) \$181.19	
09/22	SCAQMD FEES 909-396-2801 CA <i>Annual Renewal</i>	1,363.40
09/22	SERVICE FEE 909-396-2801 TN <i>Annual Renewal Fee</i>	30.27
10/12	DICKEYS CA-0723 EASTVALE CA <i>Lunch mtg.</i> MICHAEL FLAD	99.30
	TRANSACTIONS THIS CYCLE (CARD 4781) \$1492.97	

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

Year-to-date totals do not reflect any fee or interest refunds you may have received.

INTEREST CHARGES

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

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

(v) = Variable Rate

(d) = Daily Balance Method (including new transactions)

(a) = Average Daily Balance Method (including new transactions)

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

30 Days in Billing Period



IMPORTANT NEWS

Your account is a business account,
to be used only for business transactions.
It is not intended for personal, family
or household purposes.

Bank : chase CHASE BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16131	12/23/2021	02923	ALL AMERICAN SECURITY, LL 1246	12/6/2021	DEC 2021 EX. HOLIDAYS JVO	6,784.00	6,784.00
		Voucher:					
16132	12/23/2021	01367	APSCREEN 13562	12/7/2021	EMPLOYMENT BACKGROUUI	65.00	65.00
		Voucher:					
16133	12/23/2021	00097	AWESOME AWARDS 27977	9/21/2021	ENGRAVED NAME PLATE PL/	41.86	41.86
		Voucher:					
16134	12/23/2021	02927	BLAIS & ASSOCIATES, LLC 112021JUVA01	12/16/2021	GRANT FUNDING NEEDS AS\$	30.00	30.00
		Voucher:					
16135	12/23/2021	01546	BMW MOTORCYCLES OF, RIV6028660	10/26/2021	SHERIFF'S MOTORCYCLE- M	448.86	448.86
		Voucher:					
16136	12/23/2021	00376	CALTRANS SL220534-1	10/21/2021	REMAINING BALANCE JUL-SF	3,714.44	3,714.44
		Voucher:					
16137	12/23/2021	02727	CARMONA, ARMANDO OSCAF120821	12/8/2021	NOV-DEC 2021 PLANNING CC	100.00	100.00
		Voucher:					
16138	12/23/2021	02983	CG RESOURCE MANAGEMEN882	11/22/2021	NPDES MS4 ASSISTANCE	2,328.60	2,328.60
		Voucher:					
16139	12/23/2021	00024	CITY OF BREA, - ACCOUNT RASIT001095	12/16/2021	NOV 2021 IT SVCS	2,713.00	2,713.00
		Voucher:					
16140	12/23/2021	00049	COUNTY OF RIVERSIDE, SHE SH00000039988	11/30/2021	9/23/21-10/20/21 POLICE SVC:	1,489,842.40	1,489,842.40
		Voucher:					
16141	12/23/2021	01360	COUNTY OF RIVERSIDE, SHE SH00000039907	11/12/2021	SEP 2021 S.A. EXAMS	5,600.00	
		Voucher:	SH00000040017	12/9/2021	NOV 2021 EXTRA DUTY COUI	961.31	
			SH00000039901	11/10/2021	OCT 2021 COMMISSION MTG	915.48	
			SH00000040018	12/9/2021	NOV 2021 COMMISSION MTG	186.12	7,662.91
16142	12/23/2021	00099	COUNTY OF RIVERSIDE, TLM.TL0000016094	11/18/2021	OCT 2021 SLF COSTS	22,771.76	22,771.76
		Voucher:					

Bank : chase CHASE BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
16143	12/23/2021	00015	EDISON - SOUTHERN CALIFO	700094115003	12/17/2021	CFD TRAFFIC SIGNAL ELECT	102.23	
	Voucher:		700197919854	12/17/2021	STREET LIGHT ELECTRIC (H/	92.57		
			700324745536	12/17/2021	SIGNAL LIGHT ELECTRIC CH	79.66		
			700316140626	12/17/2021	STREET LIGHT ELECTRIC	77.06		
			700567128732	12/17/2021	STREET LIGHT ELECTRIC	67.36		
			700564966945	12/17/2021	STREET LIGHT ELECTRIC	48.34		
			700427459341	12/17/2021	SIGNAL LIGHT ELECTRIC CH	26.41		
			700557791066	12/17/2021	STREET LIGHT ELECTRIC	25.28		
			700634177556	12/17/2021	STREET LIGHT ELECTRIC	21.55		
			700574030785	12/17/2021	STREET LIGHT ELECTRIC	20.23		
			700075482212	12/17/2021	SHOPS @ BELLEGRAVE CFD	20.22		
			700573959249	12/17/2021	PUMP STATION ELECTRIC	19.57		
			700573994413	12/17/2021	PUMP STATION ELECTRIC	19.57		
			700575084651	12/17/2021	STREET LIGHT ELECTRIC	19.57		
			700575153157	12/17/2021	STREET LIGHT ELECTRIC	19.57		
			700575118704	12/17/2021	STREET LIGHT ELECTRIC	19.57		
			700573969050	12/17/2021	PUMP STATION ELECTRIC	19.57		
			700316351804	12/17/2021	PUMP STATION ELECTRIC	19.01		
			700134780635	12/17/2021	CFD IRR ELECTRICAL CHARG	18.36		
			700575093442	12/17/2021	STREET LIGHT ELECTRIC	18.32		
			700199054653	12/17/2021	STREET LIGHT ELECTRIC (H/	16.90		770.92
16144	12/23/2021	00015	EDISON - SOUTHERN CALIFO	700372248355	12/14/2021	CITY HALL ELECTRIC CHARG	2,652.47	
	Voucher:		700471147737	12/17/2021	JV BOXING CLUB ELECTRIC	296.48		
			700094412669	12/17/2021	TRAFFIC SIGNAL CHARGES	91.45		
			700576159331	12/17/2021	PUMP STATION ELECTRIC	19.81		
			700573641169	12/17/2021	LLMD ELECTRIC CHARGES	17.63		
			700573772323	12/17/2021	PUMP STATION ELECTRIC	17.63		
			700573815163	12/17/2021	PUMP STATION ELECTRIC	11.49		3,106.96

Bank : chase CHASE BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
16145	12/23/2021	00015	EDISON - SOUTHERN CALIFOR	700697014156	12/1/2021	CFD STREET LIGHT ELECTRI	65.95	
	Voucher:		700696987682	12/1/2021	CFD STREET LIGHT ELECTRI	63.72		
			700696986672	12/1/2021	CFD STREET LIGHT ELECTRI	39.80		
			700696978588	11/20/2021	CFD STREET LIGHT ELECTRI	32.98		
			700696987884	11/20/2021	CFD STREET LIGHT ELECTRI	22.04		
			700696978184	11/20/2021	CFD STREET LIGHT ELECTRI	22.04		
			700316482752	12/17/2021	PUMP STATION ELECTRIC	20.21		
			700573948135	12/17/2021	PUMP STATION ELECTRIC	19.47		
			700666488559	12/17/2021	CFD 2013-001 ELECTRIC CHA	17.80	304.01	
16146	12/23/2021	02303	EIDE BAILLY LLP	EI01245666	12/10/2021	NOV 2021 FINAL FIELDWORK	12,000.00	12,000.00
	Voucher:							
16147	12/23/2021	02180	EMPIRE GROUP OF COMPANIES	60049	12/1/2021	STAFF BUSINESS CARDS: FI	369.75	
	Voucher:		60050	12/1/2021	STAFF BUSINESS CARDS FO	68.51	438.26	
16148	12/23/2021	02010	EPIC LAND SOLUTIONS, INC.	1021-0892	11/9/2021	OCT 2021- VAN BUREN WIDE	1,787.50	
	Voucher:		0921-0892	10/14/2021	SEP 2021- VAN BUREN WIDE	1,478.01	3,265.51	
16149	12/23/2021	00587	FASTENAL COMPANY	CAJUR51086	12/3/2021	CONTR BAG & PW SUPPLIES	997.71	
	Voucher:		CAJUR51118	12/7/2021	GLOVES- STREET MATERIAL	161.11		
			CAJUR51085	12/3/2021	JVOC 60 CNT REKEY KEY CA	138.55	1,297.37	
16150	12/23/2021	01688	FCS INTERNATIONAL, INC	00072593	12/10/2021	CS16002 NOV 2020 RIO VISTA	10,382.50	10,382.50
	Voucher:							
16151	12/23/2021	02982	FONG, ALEX	112221	11/22/2021	OFFICIALS PHOTO SHOOT 9/	1,750.00	1,750.00
	Voucher:							
16152	12/23/2021	00055	INTELLI-TECH	14892	10/4/2021	COMPUTERS FOR BUILDING	1,732.62	
	Voucher:		14885	9/20/2021	MONITOR FOR ENGINEERING	247.44	1,980.06	
16153	12/23/2021	02659	JACKSON, HAKAN HONON	120821	12/8/2021	NOV-DEC 2021 PLANNING CC	150.00	150.00
	Voucher:							
16154	12/23/2021	00051	JOE A. GONSALVES & SON	159508	12/16/2021	JAN 2022 LEGISLATIVE SVCS	3,000.00	3,000.00
	Voucher:							
16155	12/23/2021	00199	JURUPA COMMUNITY SERVICE	2022-00001006	12/2/2021	DEC 2021 GRAFFITI ABATEMI	8,333.32	8,333.32
	Voucher:							
16156	12/23/2021	00199	JURUPA COMMUNITY SERVICE	21575-002	11/24/2021	LLMD WATER CHARGES	88.22	88.22
	Voucher:							
16157	12/23/2021	01686	LIBERTY TOWING	21-301271	12/15/2021	TOWING SVCS	207.00	207.00
	Voucher:							

Bank : chase CHASE BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
16158	12/23/2021	00244	LOWE'S HIW, INC	120221	12/2/2021	NOV 2021 SUPPLIES CITY HA	360.93	360.93
		Voucher:						
16159	12/23/2021	01369	MCE CORPORATION	2111003	12/1/2021	NOV 2021 MAINT SVCS	53,500.00	
		Voucher:		2111008	12/1/2021	NOV 2021PU OIL WASTE DRL	3,808.08	
				2111011	12/1/2021	NOV 2021 IRRIGATION INSTA	292.67	57,600.75
16160	12/23/2021	00775	MUNICIPAL CODE CORPORAT	00366942	11/30/2021	3 COPIES OF SUPPLEMENT 1	952.37	952.37
		Voucher:						
16161	12/23/2021	02081	NEWMAN, PENNY	120821	12/8/2021	NOV-DEC 2021 PLANNING CC	150.00	150.00
		Voucher:						
16162	12/23/2021	01517	OFFICE DEPOT, INC	215248429001	12/10/2021	OFFICE SUPPLIES	100.32	
		Voucher:		215223678001	12/10/2021	OFFICE SUPPLIES	9.69	110.01
16163	12/23/2021	02981	ORANGE COAST PETROLEUM	0258788-IN	9/17/2021	PARTS, LABOR & TRAVEL	8,154.94	
		Voucher:		0258263-IN	8/24/2021	8/23/21 AIR QUALITY TEST &	890.00	9,044.94
16164	12/23/2021	00245	ORTIZ, ROGELIO	21561	11/29/2021	EMBROIDERED STAFF SHIRT	437.25	
		Voucher:		21560	11/29/2021	EMBROIDERED STAFF SHIRT	138.93	
				21558	12/2/2021	EMBRODERED STAFF SHIRT	96.91	673.09
16165	12/23/2021	02078	PATH OF LIFE MINISTRIES	2021#2	11/30/2021	NOV 2021 CDBG-CV3 RENTAL	18,857.46	
		Voucher:		Claim#1	12/31/2021	DEC 2021 CDBG-CV3 RENTAL	9,850.00	28,707.46
16166	12/23/2021	01992	PRUITT, ARLEEN F.	120821	12/8/2021	NOV-DEC 2021 PLANNING CC	150.00	150.00
		Voucher:						
16167	12/23/2021	02022	QUADIENT LEASING USA, INC	N9172177	12/9/2021	1/9/22-4/8/22 POSTAGE MACH	755.16	755.16
		Voucher:						
16168	12/23/2021	01732	RECINOS, SOFIA	120121	12/1/2021	2021 TREE LIGHTING/ HEATE	500.00	500.00
		Voucher:						
16169	12/23/2021	01363	RIVERSIDE COUNTY, ASSESS	21-582920	12/6/2021	PDC FTP ONLINE FILES	52.00	
		Voucher:		21-564936	11/22/2021	DOC#2021-0694122	50.00	102.00
16170	12/23/2021	02947	RSG, INC.	1008050	12/5/2021	HOUSING IN-LIEU FEE RSG2	10,796.25	10,796.25
		Voucher:						

Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16171	12/23/2021	01261	RUBIDOUX COMMUNITY SVC:15058100-00	12/10/2021	RCSD LLMD WATER CHARGE	2,566.30	
	Voucher:		15058200-00	12/10/2021	RCSD LLMD WATER CHARGE	2,113.40	
			15058000-00	12/10/2021	RCSD LLMD WATER CHARGE	1,461.37	
			15000000-00	12/10/2021	RCSD LLMD WATER CHARGE	1,044.55	
			15009200-02	12/10/2021	RCSD JV FLEET BLDG WATEI	321.57	
			15036200-02	12/10/2021	RCSD JV BOXING CLUB WAT	203.50	
			15009400-02	12/10/2021	RCSD JV FLEET BLDG CAR V	203.50	
			15026710-00	12/10/2021	RCSD LLMD WATER CHARGE	104.14	
			15062100-00	12/10/2021	RCSD LLMD WATER CHARGE	90.92	
			15058400-00	12/10/2021	RCSD LLMD WATER CHARGE	23.82	
			15036210-01	12/10/2021	RCSD JV BOXING CLUB IRRK	18.90	8,151.97
16172	12/23/2021	02985	SAHNI, TEGHPREET 121621	12/22/2021	STIPEND FOR CITY INTERN	500.00	500.00
	Voucher:						
16173	12/23/2021	01516	SANTA FE BUILDING MAINTEN20226	11/30/2021	NOV 2021 CITY HALL MAINT	3,315.39	
	Voucher:		20257	11/30/2021	NOV 2021 SR. CNTR MAINT	1,198.00	4,513.39
16174	12/23/2021	02129	SHULTZ, LAURA 120821	12/8/2021	NOV-DEC 2021 PLANNING CC	150.00	150.00
	Voucher:						
16175	12/23/2021	02744	SILVER & WRIGHT, LLP 28789	12/1/2021	NOV 2021 LITIGATION SVCS	648.00	648.00
	Voucher:						
16176	12/23/2021	02380	SWAGIT PRODUCTIONS, LLC 19277	11/30/2021	NOV 2021 VIDEO STREAMINC	1,695.00	1,695.00
	Voucher:						
16177	12/23/2021	01883	TRAFFIC MANAGEMENT INC. 811298	12/14/2021	STREET NAME SIGNS	106.57	106.57
	Voucher:						
16178	12/23/2021	01733	UNIFIRST CORPORATION 3251726666	11/1/2021	NOV 2021 UNIFORM CLEANIN	65.78	
	Voucher:		3251729137	11/8/2021	NOV 2021 UNIFORM CLEANIN	65.78	
			3251731762	11/15/2021	NOV 2021 UNIFORM CLEANIN	65.78	
			3251734309	11/22/2021	NOV 2021 UNIFORM CLEANIN	65.78	263.12
16179	12/23/2021	01088	WEST COAST ARBORISTS, IN179965	11/30/2021	NOV 2021 21-22 TREE MAINT	3,860.00	3,860.00
	Voucher:						
16180	12/23/2021	01236	WHITE CAP, L.P. 50017529505	12/13/2021	PERMA PATCH	3,555.75	
	Voucher:		50017418832	11/29/2021	JVOC 4 DRUM LOW PROFIILE	2,311.41	5,867.16
Sub total for CHASE BANK:							1,719,235.13

50 checks in this report.

Grand Total All Checks: 1,719,235.13

Bank : chase CHASE BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
500	12/1/2021	01093	JOHN HANCOCK USA	PPE113021	12/1/2021 PPE 11/30/21 PARS CONTRAC	225.00	225.00
		Voucher:					
501	12/1/2021	01082	ICMA-RC	PPE112621	12/1/2021 PPE 11/26/21 PLAN #307290 C	6,293.77	6,293.77
		Voucher:					
502	12/1/2021	01093	JOHN HANCOCK USA	PPE112621	12/1/2021 PPE 11/26/21 PARS CONTRAC	24,087.32	24,087.32
		Voucher:					
503	12/1/2021	01082	ICMA-RC	PPE113021	12/1/2021 PPE 11/30/21 PLAN #307290 C	3,686.22	3,686.22
		Voucher:					
504	12/15/2021	01082	ICMA-RC	PPE121021	12/15/2021 PPE 12/10/21 PLAN #307290 C	6,431.55	6,431.55
		Voucher:					
505	12/15/2021	01093	JOHN HANCOCK USA	PPE121021	12/15/2021 PPE 12/10/21 PARS CONTRAC	24,814.81	24,814.81
		Voucher:					
506	12/15/2021	00027	RICHARDS WATSON GERSHC233958-1		12/15/2021 SEP 2021 PROF SVCS - PART	60,000.00	60,000.00
		Voucher:					
507	12/16/2021	00027	RICHARDS WATSON GERSHC233958-2		12/16/2021 SEP 2021 PROF SVCS - PART	43,749.70	43,749.70
		Voucher:					
508	12/16/2021	00027	RICHARDS WATSON GERSHC234729-1		12/16/2021 NOV 2021 PROF SVCS - PART	50,000.00	50,000.00
		Voucher:					
509	12/21/2021	00027	RICHARDS WATSON GERSHC234729-2		12/21/2021 NOV 2021 PROF SVCS - PART	46,737.41	46,737.41
		Voucher:					
510	12/29/2021	01093	JOHN HANCOCK USA	PPE122421	12/29/2021 PPE 12/24/21 PARS CONTRAC	25,435.59	25,435.59
		Voucher:					
511	12/29/2021	01082	ICMA-RC	PPE122421	12/29/2021 PPE 12/24/21 PLAN #307290 C	6,583.49	6,583.49
		Voucher:					
16181	12/30/2021	02105	ACCELA, INC.	INV-ACC55116	12/30/2021 11/30/21-11/29/22 ACCELA CIV	98,243.20	98,243.20
		Voucher:					
16182	12/30/2021	01100	COLONIAL LIFE INS CO	4522090-010134	12/22/2021 JAN 2022 EMP. CAFETERIA P	4,195.42	4,195.42
		Voucher:					
16183	12/30/2021	00589	ECS IMAGING, INC	16553	12/7/2021 ECS INSTALLATION & CONFIK	900.00	900.00
		Voucher:					

Bank : chase CHASE BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
16184	12/30/2021	00015	EDISON - SOUTHERN CALIFO	700578058410	12/21/2021	LLMD ELECTRIC CHARGES	143.66	
	Voucher:		700283355030	12/21/2021	CFD IRR ELECTRICAL CHARC	25.25		
			700573890844	12/21/2021	PUMP STATION ELECTRIC	24.50		
			700175393020	12/21/2021	CFD IRR ELECTRICAL CHARC	22.00		
			700309967483	12/21/2021	CFD IRR ELECTRICAL CHARC	20.99		
			700423088580	12/21/2021	CFD IRR ELECTRICAL CHARC	20.54		
			700032828379	12/21/2021	CFD PUMP STATION ELECTR	19.24		
			700311186451	12/21/2021	CFD IRR ELECTRICAL CHARC	19.20		
			700576456997	12/21/2021	LLMD ELECTRIC CHARGES	19.01		
			700576477613	12/21/2021	LLMD ELECTRIC CHARGES	18.83		
			700573855680	12/21/2021	PUMP STATION ELECTRIC	18.12		
			700462515747	12/21/2021	CFD IRR ELECTRICAL CHARC	17.80		
			700049179953	12/21/2021	CFD IRR ELECTRICAL CHARC	17.21		
			700573936314	12/21/2021	LLMD ELECTRIC CHARGES	16.65		
			700144656245	12/21/2021	CFD ELECTRICAL CHARGES	14.30	417.30	
16185	12/30/2021	02973	GWINCO INC.	EP21-004	12/30/2021	ENGINEERING REIMB	4,197.50	
	Voucher:		EP20-062	12/30/2021	ENGINEERING REIMB	1,087.00	5,284.50	

Bank : chase CHASE BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
16186	12/30/2021	00199	JURUPA COMMUNITY SERVICE	41535-002	12/22/2021	LLMD WATER CHARGES	673.34	
	Voucher:			21846-002	12/22/2021	LLMD WATER CHARGES	519.28	
				21844-002	12/22/2021	LLMD WATER CHARGES	487.48	
				21573-004	12/22/2021	LLMD WATER CHARGES	366.26	
				21576-002	12/22/2021	LLMD WATER CHARGES	362.40	
				15160-002	12/22/2021	WATER & SEWER	296.54	
				42890-002	12/22/2021	LLMD WATER CHARGES	290.32	
				42322-002	12/22/2021	LLMD WATER CHARGES	287.82	
				41542-002	12/22/2021	LLMD WATER CHARGES	281.46	
				24035-002	12/22/2021	LLMD WATER CHARGES	269.12	
				30161-003	12/22/2021	LLMD WATER CHARGES	258.14	
				42271-002	12/22/2021	LLMD WATER CHARGES	241.82	
				23830-003	12/22/2021	LLMD WATER CHARGES	236.94	
				21575-002	12/22/2021	LLMD WATER CHARGES	189.16	
				34405-003	12/22/2021	LLMD WATER CHARGES	124.26	
				30163-003	12/22/2021	LLMD WATER CHARGES	116.10	
				43371-002	12/22/2021	LLMD WATER CHARGES	115.78	
				30162-003	12/22/2021	LLMD WATER CHARGES	113.98	
				30160-003	12/22/2021	LLMD WATER CHARGES	111.54	
				21574-005	12/22/2021	LLMD WATER CHARGES	96.70	
				37986-004	12/22/2021	LLMD WATER CHARGES	86.10	
				22280-002	12/22/2021	LLMD WATER CHARGES	64.90	
				21562-002	12/22/2021	LLMD WATER CHARGES	62.78	
				30159-003	12/22/2021	LLMD WATER CHARGES	60.66	
				37985-003	12/22/2021	LLMD WATER CHARGES	41.46	
				41478-001	12/22/2021	WATER & SEWER	32.90	5,787.24
16187	12/30/2021	02649	KEENAN & ASSOCIATES	120121	12/1/2021	DEC 2021 MEDICAL INSURAN	41,167.96	41,167.96
	Voucher:							
16188	12/30/2021	00775	MUNICIPAL CODE CORPORAT	00367725	12/7/2021	12/1/21-11/30/22 ANNUAL REN	1,225.00	1,225.00
	Voucher:							
16189	12/30/2021	02984	NETFILE, INC.	7575	10/7/2021	8/15/21-8/15/22 ANNUAL SUBS	7,200.00	7,200.00
	Voucher:							
16190	12/30/2021	01355	PRECISION SIGN AND GRAPH	INV-6297	11/30/2021	DIRECTORY SIGNS - OFFICE	145.85	145.85
	Voucher:							

Bank : chase CHASE BANK			(Continued)				
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16191	12/30/2021	02522	RIVERSIDE MEDICAL CLINIC 700000522	12/20/2021	NOV 2021 LAB SERVICES- A.C	95.00	95.00
	Voucher:						
16192	12/30/2021	00262	RIVSIDE CNTY DEPT ANIMALAN0000002344	11/17/2021	OCT 2021 ANIMAL SERVICES	99,516.05	99,516.05
	Voucher:						
16193	12/30/2021	02955	SAFETYNETT, INC. 55069	12/14/2021	HP PRINTER TONER SUPPLIE	368.49	368.49
	Voucher:						
16194	12/30/2021	01253	SOFTSCAPES CORPORATION2359	12/1/2021	DEC 2021 LANDSCAPE MAIN	8,200.00	
	Voucher:						
			2364	12/1/2021	DEC 2021 LANDSCAPE MAIN	1,505.00	
			2362	12/1/2021	DEC 2021 LANDSCAPE MAIN	910.00	
			2363	12/1/2021	DEC 2021 LANDSCAPE MAIN	475.00	
			2361	12/1/2021	DEC 2021 LANDSCAPE MAIN	350.00	
			2360	12/1/2021	DEC 2021 LANDSCAPE MAIN	150.00	11,590.00
16195	12/30/2021	02980	WEBB MUNICIPAL FINANCE, L20210492	10/23/2021	OCT 2021 PROF SVCS PROJ#	1,500.00	1,500.00
	Voucher:						
Sub total for CHASE BANK:							575,680.87

27 checks in this report.

Grand Total All Checks: 575,680.87

Final Check List
City of Jurupa Valley

Bank : chase CHASE BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
512	12/21/2021	00044	CHASE CARD SERVICES	112101-01	12/21/2021 NOV 2021	12,496.96	
	Voucher:		112121-02	12/21/2021	NOV 2021 - COVID	199.90	12,696.86
16196	1/6/2022	02573	ALTA LANGUAGE SERVICES, IIS568758	12/31/2021	LISTENING & SPEAKING TES	110.00	110.00
	Voucher:						
16197	1/6/2022	00406	AT&T MOBILITY	312341384	12/23/2021 JAN 2022 INTERNET & PHONI	149.17	
	Voucher:		9516827191	12/16/2021	JAN 2022 PHONE LAND LINE	125.55	274.72
16198	1/6/2022	02393	CHARTER COMMUNICATIONS	0984993121921	12/19/2021 DEC 2021 BUSINESS INTERN	2,526.05	
	Voucher:		1034343122121	12/21/2021	JAN 2022 BUSINESS VOICE	119.97	2,646.02
16199	1/6/2022	00808	COUNTY OF RIVERSIDE, DEPT	0000005043	9/10/2021 GIS ADDRESSING FOR FTR3	172.14	172.14
	Voucher:						
16200	1/6/2022	00386	DIVISION OF STATE ARCHITE	1123021	1/5/2022 SB-1186 OCT-DEC 2021	193.60	193.60
	Voucher:						
16201	1/6/2022	00015	EDISON - SOUTHERN CALIFO	700111080101	12/29/2021 TRAFFIC SIGNAL ELECTRIC	2,332.86	
	Voucher:		700565016657	12/29/2021	LLMD ELECTRIC CHARGES	173.73	
			700575074951	12/29/2021	TRAFFIC SIGNAL LIGHT ELEC	107.63	
			700564880958	12/29/2021	LLMD ELECTRIC CHARGES	83.41	2,697.63
16202	1/6/2022	02729	GOVERNMENTJOBS.COM, INC	INV-24126	10/31/2021 11/01/21-10/31/22 SUBSCRIPT	15,657.00	15,657.00
	Voucher:						
16203	1/6/2022	00033	HR GREEN	148883	12/15/2021 OCT 2021 PROF SERVICES	280,600.17	280,600.17
	Voucher:						
16204	1/6/2022	02649	KEENAN & ASSOCIATES	010122	1/1/2022 JAN 2022 MEDICAL INSURAN	42,345.20	42,345.20
	Voucher:						
16205	1/6/2022	02986	NIELS, CHRISTINA	B20-001437-CD	1/4/2022 B20-001437-CDWD REIMBUR	1,400.00	1,400.00
	Voucher:						
16206	1/6/2022	01517	OFFICE DEPOT, INC	216024024001	12/21/2021 OFFICE SUPPLIES	664.57	
	Voucher:		217937635001	12/23/2021	OFFICE SUPPLIES	307.57	
			217326267001	12/21/2021	OFFICE SUPPLIES	137.09	
			215953361001	12/27/2021	OFFICE SUPPLIES	91.57	
			217868796001	12/24/2021	OFFICE SUPPLIES	46.32	
			217872874001	12/23/2021	OFFICE SUPPLIES	13.19	
			216036576001	12/21/2021	OFFICE SUPPLIES	6.59	
			216036581001	12/21/2021	OFFICE SUPPLIES	5.71	1,272.61
16207	1/6/2022	00052	QUADIENT FINANCE USA, INC	121921	12/19/2021 DEC 2021 POSTAGE	2,000.00	2,000.00
	Voucher:						

Bank : chase CHASE BANK		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16208	1/6/2022	00185	REGIONAL CONSERVATION A 120121	12/1/2021	DEC 2021 MSHCP FEES	2,935.00	2,935.00
	Voucher:						
16209	1/6/2022	00262	RIVSIDE CNTY DEPT ANIMAL AN0000002372	12/16/2021	NOV 2021 ANIMAL SERVICES	66,651.09	66,651.09
	Voucher:						
16210	1/6/2022	02985	SAHNI, TEGHPREET 010522	1/5/2022	STIPEND FOR CITY INTERNS	500.00	500.00
	Voucher:						
16211	1/6/2022	02349	STERICYCLE, INC. 8000585870	12/18/2021	DEC 2021 RECYCLE	104.95	104.95
	Voucher:						
16212	1/6/2022	00370	T&B PLANNING, INC 21-8456	12/13/2021	CS20004 SPACE CTR MIRA LC	19,523.53	19,523.53
	Voucher:						
16213	1/6/2022	00030	TYLER TECHNOLOGIES 045-362664	12/1/2021	JAN-DEC 2022 AR/AP/GL & C/	7,881.53	7,881.53
	Voucher:						
16214	1/6/2022	02745	WULFF, HANSEN & CO 123021	12/30/2021	MUNICIPAL ADVISORY SERVI	4,425.00	4,425.00
	Voucher:						
16215	1/6/2022	00042	XCS DOCUMENT MGMT SOLL055540	12/13/2021	NOV 2021 COPY COSTS ID#1	934.08	
	Voucher:		055539	12/13/2021	NOV 2021 COPY COSTS ID#1	736.24	
			055538	12/13/2021	NOV 2021 COPY COSTS ID#1	534.91	2,205.23
Sub total for CHASE BANK:							466,292.28

21 checks in this report.

Grand Total All Checks: 466,292.28

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 12/01/21: \$236,259.75

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

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	236,259.75
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	236,259.75
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	74,395.96
	CASH REQUIRED FOR CHECK DATE 12/01/21	310,655.71

TRANSACTION DETAIL

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

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		BANK DRAFT AMOUNTS & OTHER TOTALS
11/30/21	JPMORGAN CHASE BANK,	xxxxxx176	Direct Deposit	Net Pay Allocations	179,892.86	179,892.86
					EFT FOR 11/30/21	179,892.86
12/01/21	JPMORGAN CHASE BANK,	xxxxxx176	Taxpay®	Employee Withholdings		
				Medicare	3,720.81	
				Fed Income Tax	30,998.29	
				CA Income Tax	15,446.44	
				CA Disability	2,378.51	
				Total Withholdings	52,544.05	
				Employer Liabilities		
				Medicare	3,622.17	
				CA Unemploy	195.77	
				CA Emp Train	4.90	
				Total Liabilities	3,822.84	56,366.89
					EFT FOR 12/01/21	56,366.89
					TOTAL EFT	236,259.75

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

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		TOTAL
12/01/21	Refer to your records for account	Information	Payroll	Employee Deductions		
				401A Contributions	4,879.60	
				401a EE Pretax	4,430.66	
				457b EE Catch Up	150.00	
				457b EE Pretax	6,143.77	
				EE Post-Tax Other In	2,475.67	
				EE Pretax Other Ins	1,118.87	
				Med FSA EE Pretax	363.86	

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 12/06/21: \$3,198.08

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

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	3,198.08
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	3,198.08
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	5,825.00
	CASH REQUIRED FOR CHECK DATE 12/06/21	9,023.08

TRANSACTION DETAIL

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>BANK DRAFT AMOUNTS & OTHER TOTALS</u>
12/03/21	JPMORGAN CHASE BANK,	xxxxxx176	Direct Deposit	Net Pay Allocations	2,873.52
				EFT FOR 12/03/21	2,873.52
12/06/21	JPMORGAN CHASE BANK,	xxxxxx176	Taxpay®	Employee Withholdings	
				Medicare	99.40
				Fed Income Tax	27.08
				Total Withholdings	126.48
				Employer Liabilities	
				Medicare	99.41
				CA Disability	82.27
				CA Unemploy	16.00
				CA Emp Train	0.40
				Total Liabilities	198.08
				EFT FOR 12/06/21	324.56
				TOTAL EFT	3,198.08

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
12/06/21	Refer to your records for account	Information	Payroll	Employee Deductions	
				457b EE Pretax	3,686.22
				EE Post-Tax Other In	169.44
				EE Pretax FSA	229.16
				EE Pretax Other Ins	497.67
				TO-PIA DEN EE PRE	247.68
				TO-PIA MED EE PRE	769.83
				Total Deductions	5,600.00

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 12/15/21: \$205,358.01

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

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	205,358.01
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	205,358.01
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	31,627.75
	CASH REQUIRED FOR CHECK DATE 12/15/21	236,985.76

TRANSACTION DETAIL

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
12/14/21	JPMORGAN CHASE BANK,	xxxxxx176	Direct Deposit	Net Pay Allocations	160,709.49	160,709.49
				EFT FOR 12/14/21		160,709.49
12/15/21	JPMORGAN CHASE BANK,	xxxxxx176	Taxpay®	Employee Withholdings		
				Medicare	3,309.44	
				Fed Income Tax	23,715.08	
				CA Income Tax	12,056.53	
				CA Disability	2,037.47	
				Total Withholdings	41,118.52	
				Employer Liabilities		
				Medicare	3,231.41	
				CA Disability	0.50	
				CA Unemploy	290.82	
				CA Emp Train	7.27	
				Total Liabilities	3,530.00	44,648.52
				EFT FOR 12/15/21		44,648.52
				TOTAL EFT		205,358.01

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		TOTAL
12/15/21	Refer to your records for account	Information	Payroll	Employee Deductions		
				401A Contributions	5,186.21	
				401a EE Pretax	4,428.63	
				457b EE Catch Up	150.00	
				457b EE Pretax	6,281.55	
				Med FSA EE Pretax	363.86	

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 12/29/21: \$210,908.69

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

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -

TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	210,908.69
CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	210,908.69
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	32,382.94
CASH REQUIRED FOR CHECK DATE 12/29/21	243,291.63

TRANSACTION DETAIL

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

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		BANK DRAFT AMOUNTS & OTHER TOTALS
12/28/21	JPMORGAN CHASE BANK,	xxxxxx176	Direct Deposit	Net Pay Allocations	165,210.00	165,210.00
12/29/21	JPMORGAN CHASE BANK,	xxxxxx176	Taxpay®			
				EFT FOR 12/28/21		165,210.00
				Employee Withholdings		
				Medicare	3,315.24	
				Fed Income Tax	24,433.82	
				CA Income Tax	12,388.52	
				CA Disability	2,077.72	
				Total Withholdings	42,215.30	
				Employer Liabilities		
				Medicare	3,244.00	
				CA Unemploy	233.55	
				CA Emp Train	5.84	
				Total Liabilities	3,483.39	45,698.69
				EFT FOR 12/29/21		45,698.69
				TOTAL EFT		210,908.69

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

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		TOTAL
12/29/21	Refer to your records for account Information		Payroll	Employee Deductions		
				401A Contributions	4,937.31	
				401a EE Pretax	4,778.12	
				457b EE Catch Up	150.00	
				457b EE Pretax	6,433.49	
				Med FSA EE Pretax	363.86	
				Total Deductions	16,662.78	

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 01/05/22: \$3,316.26

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

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -

TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	3,316.26
CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	3,316.26
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	5,955.94
CASH REQUIRED FOR CHECK DATE 01/05/22	9,272.20

TRANSACTION DETAIL

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

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		BANK DRAFT AMOUNTS & OTHER TOTALS
01/04/22	JPMORGAN CHASE BANK,	xxxxxx176	Direct Deposit	Net Pay Allocations	2,747.80	2,747.80
01/05/22	JPMORGAN CHASE BANK,	xxxxxx176	Taxpay®			
				Employee Withholdings		EFT FOR 01/04/22 2,747.80
				Medicare	97.51	
				Fed Income Tax	23.75	
				Total Withholdings	121.26	
				Employer Liabilities		
				Medicare	97.51	
				CA Disability	73.97	
				CA Unemploy	268.99	
				CA Emp Train	6.73	
				Total Liabilities	447.20	568.46
						EFT FOR 01/05/22 568.46
						TOTAL EFT 3,316.26

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

TRANS. DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION		TOTAL
01/05/22	Refer to your records for account Information		Payroll	Employee Deductions		
				457b EE Pretax	3,686.22	
				EE Post-Tax Other In	169.44	
				EE Pretax FSA	229.16	
				EE Pretax Other Ins	497.67	
				Med FSA EE Pretax	105.77	
				TO-PIA DEN EE PRE	247.68	
				TO-PIA MED EE PRE	769.83	

City of Jurupa Valley

STAFF REPORT

DATE: JANUARY 20, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

BY: VICTORIA WASKO, CMC, CITY CLERK

SUBJECT: AGENDA ITEM NO. 14.C

AUTHORIZING THE DESTRUCTION OF CERTAIN OBSOLETE CITY RECORDS

RECOMMENDATION

- 1) That the City Council adopt Resolution No. 2022-01, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AUTHORIZING THE DESTRUCTION OF CERTAIN OBSOLETE CITY RECORDS

BACKGROUND

The City's records are an important asset of the City; however, over time various records lose their legal, fiscal, or administrative significance. The City Clerk's office is recommending that the City Council approve the destruction of obsolete records that have reached the end of their retention and have no further legal, fiscal, or administrative value. The proposed resolution complies with the City's Records Management Policy which was adopted by Resolution No. 2018-06. The intent of this policy is to apply efficient and economical management methods to the creation, utilization, maintenance, retention, preservation, and disposal of City records.

ANALYSIS

Following the adoption of a City resolution and approval by the City Attorney, City staff may destroy inactive records when they have satisfied all legal retention requirements. Destruction is carried out in accordance with the City's Record Retention Schedules and pursuant to Government Code Section 34090.

OTHER INFORMATION

An efficient record keeping system monitors all phases of a record and its lifespan. Keeping records beyond their retention period creates a burden for staff, creates the necessity for additional storage space, and creates a more complex process for responding to public records requests.

The attached resolution includes a list of obsolete City records that are requested for destruction.

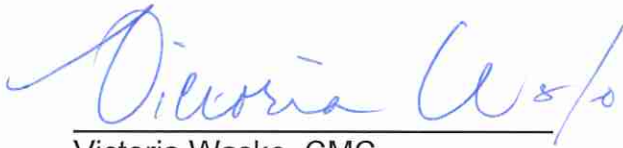
FINANCIAL IMPACT

There is no fiscal impact.

ALTERNATIVES

1. Decline to adopt the resolution at this time.

Prepared by:



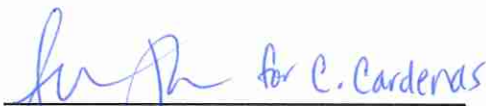
Victoria Wasko, CMC
City Clerk

Submitted by:



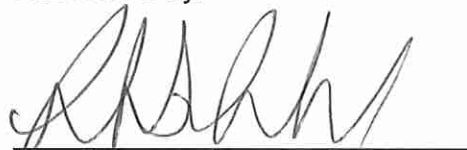
Rod B. Butler
City Manager

Reviewed by:



Connie Cardenas
Administrative Services Director

Reviewed by:



Michael Flad
Assistant City Manager

Reviewed by:



Peter M. Thorson
City Attorney

Attachments:

1. Resolution No. 2022-01
2. Exhibit A – List of Obsolete City Records Scheduled for Destruction

RESOLUTION NO. 2022-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF JURUPA VALLEY, CALIFORNIA, AUTHORIZING THE
DESTRUCTION OF CERTAIN OBSOLETE CITY
RECORDS**

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

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

(a) At their February 15, 2018 meeting, the City Council adopted Resolution No. 2018-06 approving the City of Jurupa Valley Records Management Policies and Procedures Manual; and

(b) The City of Jurupa Valley Records Management Policies and Procedures Manual contains the records retention and disposition schedules for all City departments. The records retention and disposition schedules are a comprehensive listing of records created or maintained by the City, the length of time each record should be retained, and the legal retention authority. If no legal retention authority is cited, the retention period is based on state law and standard records management practice; and

(c) Government Code section 34090 provides that, with the approval of the City Council and the written consent of the City Attorney, the head of a City department may destroy certain city records, documents, instruments, books or papers under the Department Head's charge, without making a copy, if the records are no longer needed; and

(d) A list of the records, documents, instruments, books or papers proposed for destruction is attached hereto as Exhibit A, and incorporated herein, and shall hereafter be referred to collectively as the "Records"; and

(e) The Records do not include any records affecting title to real property or liens upon real property, court records, records required to be kept by statute, records less than two years old, video or audio recordings that are evidence in any claim or pending litigation, or the minutes, ordinances or resolutions of the City Council or any City board or commission; and

(f) The City Clerk agrees that the proposed destruction conforms to the City's retention and disposition schedules; and

(g) The City Attorney consents to the destruction of the Records; and

(h) The City Council of the City of Jurupa Valley finds and determines that the Records are no longer required and may be destroyed.

Section 2. The City Council of the City of Jurupa Valley authorizes the City Clerk or her designated representative to destroy the Records as shown as Exhibit A, without retaining a copy as described therein.

Section 3. The destruction of the Records pursuant to this Resolution is hereby approved.

Peter M. Thorson
City Attorney
City of Jurupa Valley

Section 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED, by the City Council of the City of Jurupa Valley on this 20th day of January 2022.

Chris 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. 2022-01 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 20th day of January 2022 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 20th day of January 2022.

Victoria Wasko, City Clerk
City of Jurupa Valley

EXHIBIT “A” TO RESOLUTION NO. 2022-01

City of Jurupa Valley
City Clerk's Office

List of Records Scheduled for Destruction and Scanning in CY 2022

Record Series File Number 120-02 – City Council Agendas (Scanned in City Clerk's Permanent Records)

Retention Completed, plus 2 years. Scan for reference

City Council Agendas 2018

Record Series File Number 120-05 – City Council Speaker Cards

Retention: Completed, plus 2 years

Information is in the Minutes

City Council Speaker Cards 2019

Record Series File Number 200-02 – Check/Payroll Register Agenda Reports

Retention: Originals kept for 5 years

Permanently stored in Laserfiche Records Depository

Check/Payroll Registers 2016

Record Series File Number 340-04 – Claims for Damages

Retention: 7 years after claim is closed or settled

Antonio Hernandez	DOL: 10/28/2011	Closed: 9/19/2011
Tyler Rosen	DOL: 7/30/2011	Closed 9/28/2012
Melissa Rickard	DOL: 7/12/2012	Closed: 9/17/2012
Jose Magana	DOL: 8/4/2011	Closed: 5/3/2012
Cindy Hernandez	DOL: 1/7/2012	Closed: 4/11/2012
Rita Montoya	DOL: 4/16/2013	Closed: 12/18/2013
Araceli Cruz	DOL: 3/1/2013	Closed: 10/30/2013
Matthew Jones	DOL: 1/7/2013	Closed: 8/20/2013

Mercury Ins/James Reid	DOL: 10/1/2012	Closed: 8/12/2013
Michael Stevens	DOL: 10/11/2012	Closed: 8/8/2013
Yolanda Luna	DOL: 9/12/2012	Closed: 6/21/2013
Trina Friend	DOL: 4/19/2013	Closed: 6/21/2013
Rita Montoya	DOL: 4/16/2013	Closed: 5/22/2013
Patricia Crocker	DOL: 7/11/2012	Closed: 4/24/2013
Rictor Glass	DOL: 7/11/2012	Closed: 3/14/2013
Jose Mendez	DOL: 10/12/2013	Closed: 11/18/2014
Sean Colter	DOL: 11/2/2013	Closed: 11/18/2014
Justin Martinez	DOL: 3/6/2014	Closed: 11/4/2014
David Stevens	DOL: 2/10/2014	Closed: 10/28/2014
Justin Martinez	DOL: 11/21/2013	Closed: 10/8/2014
Maria Del Carmen Perez	DOL: 11/23/2013	Closed: 9/17/2014
Stephan J. Reynolds	DOL: 01/02/2014	Closed: 9/17/2014
Justin Martinez	DOL: 10/20/2013	Closed: 9/15/2014
Ramon Cisneros	DOL: 3/31/2014	Closed: 8/19/2014
Brenda Vargas	DOL: 1/7/2014	Closed: 8/27/2014
Melissa Yelverton	DOL: 12/14/2013	Closed: 8/26/2014
Noel Melendez	DOL: 5/27/2013	Closed: 7/28/2014
Laura Guzman	DOL: 11/21/2013	Closed: 7/7/2014
Samantha Wehrman	DOL: 7/23/2013	Closed: 3/17/2014
Sammy Estrada	DOL: 5/20/2013	Closed: 3/17/2014

Jacqueline Sanchez	DOL: 7/23/2013	Closed: 8/14/2013
Maria Tosado, et al.	DOL: 9/6/2012	Closed: 3/10/2014
Jason Resar	DOL: 7/23/2013	Closed: 3/6/2014
Tamara Edick	DOL: 7/23/2013	Closed: 3/6/2014
Tatiana Garcia Meza	DOL: 7/23/2013	Closed: 3/6/2014
Sivari Cole	DOL: 7/23/2013	Closed: 3/6/2014
Roger Williams	DOL: 7/23/2013	Closed: 3/6/2014
Glen Avon Food, Inc. dba Rio Ranch Market	DOL: 10/11/2012	Closed: 2/3/2014
Albert Harnden	DOL: 6/22/2013	Closed: 2/3/2014
Starr Mikami	DOL: 4/5/2013	Closed: 1/21/2014
Salvador Magana	DOL: 5/19/2013	Closed: 1/7/2014

Record Series File Number 540 – Capital Improvement Projects
Retention: Permanent – May image CIP file after Notice of Completion is filed
Permanently Stored in City Clerk’s Laserfiche Records Depository

2012-13 Annual Slurry Seal Project
 Notice of Completion 1/13/2015

2012-13 Pavement Rehabilitation Project
 Notice of Completion 10/29/2013

2013-14 Camino Real Pavement Restriping Project
 Notice of Completion 7/27/2015

2013-14 Pavement Rehabilitation Project
 Notice of Completion 6/30/2015

2013 Country Village Road Pavement Rehab. Project
 Notice of Completion 7/7/2014

2013 Linares Avenue Pavement Rehabilitation Project
 Notice of Completion 7/7/2014

2013 Van Buren Blvd Pavement Rehabilitation Project – Phase 1B
Notice of Completion 9/17/2014

2014 Limonite Ave Median Harscape Project
Notice of Completion 1/13/2015

2014 Pavement Rehabilitation Project (Manhole Adjusting, Inc. dba MAI-PCC) Notice of
Completion 6/30/2015

2014 Traffic Signal Controller Upgrades Sierra Pacific Electrical Notice of
Completion 11/9/2017

2015 28th Street Pavement Rehabilitation
Notice of Completion 2/29/2016

2015 Limonite Avenue Pavement, Phase 2 All American Asphalt Notice of
Completion 6/23/2016

2015 Pavement Rehabilitation Project City-Wide
Notice of Completion 8/9/2016

2016 30th Street Pavement Rehabilitation Project
Notice of Completion 8/31/2016

2016 ADA Curb, Ramp, Sidewalk
Notice of Completion 9/22/2017

2016 Bellegrave Avenue Paving Project
Notice of Completion 5/2/2016

2016 Citywide Pavement Rehabilitation Project Phase 5, RJ Noble Notice of
Completion 9/22/2017

2016 Citywide Pavement Rehabilitation Project
Notice of Completion 5/25/2017

2016 Citywide Pavement Rehabilitation Project Phase 2 – Various Streets Notice of
Completion 4/12/2017

2016 Citywide Pavement Rehabilitation Project Phase 4 – Hardy & Harper Notice of
Completion 8/9/2017

2016 Golden West Ave 45th Golden to Opal Street
Notice of Completion 5/25/2017

2016 Limonite Avenue Street Improvements Etiwanda to Bain Street Notice of
Completion 1/24/2018

2016 Pavement Rehabilitation, Phase 7 All American Asphalt Notice of Completion 3/29/2018

2016 Slurry Seal Project
Notice of Completion 1/27/2017

2016 Streets, Alleys, Sidewalks Citywide ADA Curb, Ramp & Sidewalk Notice of Completion 10/14/2016

2016 Streets, Alleys, Sidewalks Van Buren Guardrail Project Notice of Completion 7/27/2016

2016 T.R.I.P. Pavement Rehabilitation Phase One
Notice of Completion 5/25/2017

2017-18 ADA Upgrades Project LC Paving & Sealing, Inc. Notice of Completion 8/27/2018

2017 Citywide Pavement Rehabilitation, #6 All American Asphalt, Inc. Notice of Completion 3/28/2018

2017 Pavement Coatings Company Slurry Seal Project Notice of Completion 3/27/2019

2017 Riverside Drive Widening All American Asphalt
Notice of Completion 12/7/2018

2017 Steve Avenue Drainage Improvements ABNY General Engineering Notice of Completion 10/11/2018

2018-19 ADA Improvements
Notice of Completion 7/24/2020

2018-19 Slurry Seal Project American Asphalt South, Inc. Notice of Completion 3/27/2019

2018 Jurupa Valley Safe Routes to School All American Asphalt Notice of Completion 4/17/2019

2018 Limonite Avenue and Marlatt Street Pedestrian Hybrid Beacon Notice of Completion 12/9/2020

2018 Rubidoux Pavement Rehabilitation – Project No. 18-A-2 Notice of Completion 7/24/2020

2018 Van Buren Pavement Rehabilitation – Phase 2A
Notice of Completion 10/26/2018

2019-20 CDBG – Pontiac Ave Neighborhood Pavement Rehabilitation
Notice of Completion 12/9/2020

2019 Acceptance of Streets Tract 31644-1 (Serrano Jurupa)
Notice of Completion 3/25/2020

2019 Acceptance of Streets Tract 32677 (Cantera)
Notice of Completion 3/25/2020

2019 Acceptance of Streets Tract 33428 (Harvest Village)
Notice of Completion 3/25/2020

2019 Acceptance of Streets Tract 33428-1 (Harvest Village)
Notice of Completion 3/25/2020

2019-20 Pavement Coatings, Co. Slurry Seal Project
Notice of Completion 7/24/2020

2019 Traffic Signal Modifications – 17C.2 Sturgeon Electrical California, LLC
Notice of Completion 12/9/2020

2020 Corey Street and Kennedy Street Pavement Rehabilitation Project No. 19104
Notice of Completion 12/9/2020

2020 Granite Hill Drive Pavement Rehabilitation Project No. 19103
Notice of Completion 12/9/2020

2020 Pavement Rehabilitation (Hardy & Harper)
Notice of Completion 4/28/2021

2020 Pedley Road Intersection Improvements Project No. 16-B (Onyx Paving
Company)
Notice of Completion 7/13/2021

2021 Mission Boulevard ADA Improvements
Notice of Completion 10/1/2021

Record Series File Number 1030-08 – Request for Records

Retention: Completion, plus 2 years Public Records Act

Requests 2018

Record Series File Number 320-03 FPPC Forms – Statements of Economic Interests – Form 700s

Retention: Current, plus 7 years

Form 700 – Donald Allison (Left Office 12/3/2014)
Form 700 – Danny Feltenberger (Left Office 4/01/2014)
Form 700 – Roy Stephenson (Left Office 3/21/2014)
Form 700 – Julie Robbins (Left Office 3/28/2014)
Form 700 – Donald Porter (Left Office 12/17/2013)
Form 700 – Laurie Lovret (Left Office 3/27/2014)
Form 700 – Stephen Harding (Left Office 7/31/2014)

City of Jurupa Valley

STAFF REPORT

DATE: JANUARY 20, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROD BUTLER, CITY MANAGER
BY: PAUL TOOR, DIRECTOR OF PUBLIC WORKS
SUBJECT: AGENDA ITEM NO. 14.D

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ACCEPTING CERTAIN STREETS INTO THE CITY MAINTAINED STREET SYSTEM FOR TRACT MAP 20249 LOCATED NORTH OF INDIAN HILLS GOLF CLUB BETWEEN THE INTERSECTIONS OF GOLF STREET AND STARVIEW DRIVE AND KACHINA DRIVE AND VIRTUE VISTA DRIVE (ICB JURUPA VALLEY 55 LLC)

RECOMMENDATION:

1. That the City Council adopt Resolution No. 2022-02, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ACCEPTING CERTAIN STREETS INTO THE CITY MAINTAINED STREET SYSTEM (TRACT MAP 20249 LOCATED NORTH OF INDIAN HILLS GOLF CLUB BETWEEN THE INTERSECTIONS OF GOLF STREET AND STARVIEW DRIVE AND KACHINA DRIVE AND VIRTUE VISTA DRIVE). PURSUANT TO STREETS AND HIGHWAYS CODE SECTION 1806

2. Authorize the City Manager to record the Notice of Completion; and
3. 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.

BACKGROUND

Tentative Tract Map 20249 subdivision agreements and bonds were accepted by City Council October 18, 2018. The subdivision is a 43-lot low-density single-family residential subdivision located on 24.56 acres. The owner dedicated to public use for street and public utility purposes streets designated as lettered lots on the map. The Final Map was

approved by County Board of Supervisors and recorded on July 27, 1990, prior to City incorporation. Subdivision Agreements were executed and bonds were provided by the developer to secure required improvements.

ANALYSIS

The developer ICB Jurupa Valley 55, LLC, completed construction of the required improvements for Tract 20249. Staff inspected the improvements for compliance with the approved plans, adopted conditions of approval, the City's Standard Plans and Specifications, and the Municipal Code. All improvements have been constructed and completed to the satisfaction of the City Engineer. The developer is ready to start the one-year warranty period and has requested the improvement bond be reduced to 10% during the warranty period.

The streets now being accepted by this action are shown on the attached map. The Performance Bond and Material and Labor Bond will be reduced to 10%.

The developer provided street centerline ties and monument records. All monuments identified on the map are confirmed.

OTHER INFORMATION

Previous Actions:

- City Council meeting of October 18, 2018: City Council approved Final Tract Map 20249 subdivision agreements and accepted improvements bonds.


FISCAL IMPACT

The Public Works Department will maintain the public improvements on the streets dedicated to the City and accepted on the map for Tract 20249. Maintenance of the public streets is primarily funded with Gas Tax (revenue from State gas tax). Maintenance of the water and sewer line facilities are the responsibility of Jurupa Community Services District (JCSD).

ALTERNATIVES

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

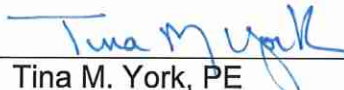
Reviewed by:


Paul Toor
Director of Public Works

Submitted by:


Rod Butler
City Manager

Prepared by:


Tina M. York, PE
Development Services Manager

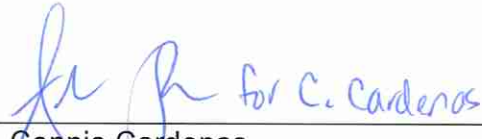
Reviewed by:


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. Resolution 2022-02
2. Tract Map 20249

**RECORDING REQUESTED
BY AND WHEN RECORDED
MAIL TO:**

City Clerk
City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509-5183

EXEMPT FROM RECORDING FEE PER GOVT. CODE § 6103

RESOLUTION NO. 2022-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ACCEPTING CERTAIN STREETS INTO THE CITY INTO THE CITY-MAINTAINED STREET SYSTEM (TRACT MAP 20249 LOCATED NORTH OF INDIAN HILLS GOLF CLUB BETWEEN THE INTERSECTIONS OF GOLF STREET AND STARVIEW DRIVE AND KACHINA DRIVE AND VIRTUE VISTA DRIVE) PURSUANT TO STREETS AND HIGHWAYS CODE SECTION 1806

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

The City Council hereby finds, determines and declares that:

Tract Map 20249 was recorded by the Riverside County Recorder on July 27, 1990 ("Tract Map").

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

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

The City Engineer has inspected the Streets and has determined that the Streets and the public improvements related thereto have been satisfactorily completed in accordance with Improvement Plan No. IP16-001, approved by the City Engineer.

The City Council hereby accepts the Streets and related drainage and public improvements as described and depicted on Exhibit A into the City-Maintained Street System pursuant to Streets and Highways Code Section 1806.

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 20th day of January, 2022.

Chris 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. 2022-02 was duly passed and adopted at a regular meeting of the City Council of the City of Jurupa Valley on the 20th day of January 2022 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 20th day of January, 2022.

Victoria Wasko, City Clerk
City of Jurupa Valley

EXHIBIT A

STREETS AND RELATED PUBLIC IMPROVEMENTS FOR TRACT 20249

GOLF STREET (approximately 350 LF from tract boundary)

KACHINA DRIVE (approximately 160 LF from tract boundary)

TRACT NO. 20249

BEING A SUBDIVISION OF A PORTION OF THE NORTH ONE-HALF OF SECTION 24 IN T. 25, R. 6W., S.B.M. AS SHOWN ON MAP OF THE JURUPA RANCHO RECORDED IN BOOK 9, PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

ADKAN ENGINEERS

APRIL, 1989

RECORDERS STATEMENT

Filed this 27th day of July, 1990, at 2:00 p.m., in Book 232 of Maps, at Pages 27-31 at the request of the Clerk of the Board.
No. 278091 Fee \$14.00
William E. Conerly, County Recorder
By: Santa Ragan, Deputy
Subdivision Guarantee:
TICOR TITLE INSURANCE OF CALIFORNIA

OWNER'S STATEMENT

We hereby state that we are the owners of the land included within the subdivision shown hereon; that we are the only persons whose consent is necessary to pass a clear title to said land; that we consent to the making and recording of this subdivision map as shown within the distinctive borderline. We hereby dedicate to public use for street and public utilities purposes, Lots "A" and "B". WE HEREBY RETAIN THE PRIVATE DRAINAGE EASEMENTS SHOWN HEREON FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT. We hereby retain Lots "C" and "D", indicated as "Private Street" for private use for the sole benefit of ourselves, our successors, assignees, and lot owners within this Tract.

WE HEREBY RETAIN THE right of ingress and egress for emergency vehicles within Lots "C" and "D".

Henry M. Cox

Jacqueline N. Cox

John L. West

Beverly J. West

DeAnza Country, Inc., a New York Corporation

PRESIDENT

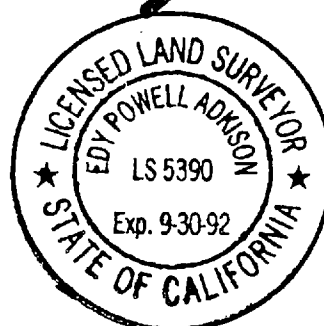
SECRETARY

SURVEYOR'S STATEMENT

I hereby state that I am a Licensed Land Surveyor of the State of California and that this map consisting of FIVE (5) sheets correctly represents a survey made by me or under my supervision during February 27, 1989; that all monuments shown hereon actually exist and their positions are correctly shown, or will be in ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP. The monuments will be sufficient to enable the survey to be retraced. The survey is true and complete as shown.

Date 12/11/89

Edy P. Adkison, L.S. 5390
Expires: 9-30-92



COUNTY SURVEYOR'S STATEMENT

This map conforms with the requirements of the Subdivision Map Act and local ordinances. I hereby state that this map has been examined by me or under my SUPERVISION and found to be substantially the same as it appeared on the Tentative Map of Tract 20249 as filed, amended and approved by the Board of Supervisors on August 13, 1985, the expiration date being August 13, 1990, and that I am satisfied this map is technically correct.

Dated: JULY 12, 1990.

County of Riverside,
State of California

Gerald A. Maloney
INTERIM COUNTY SURVEYOR

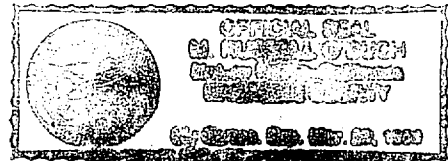


NOTARY ACKNOWLEDGEMENT

State of California >
County of RIVERSIDE > ss.

On this 14th day of DECEMBER, 1989, before me M. RUSSELL O'BUCH, a Notary Public in and for said State, personally appeared HENRY M. COX AND JACQUELINE N. COX, personally known to me, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

My commission expires: MAR 20, 1989
Witness my hand and official seal



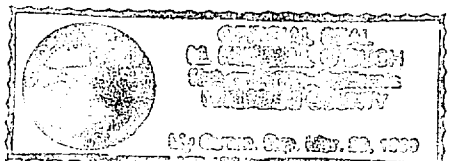
M. Russell O'Buch
Notary Public in and for said State

NOTARY ACKNOWLEDGEMENT

State of California >
County of RIVERSIDE > ss.

On this 14th day of DECEMBER, 1989, before me M. RUSSELL O'BUCH, a Notary Public in and for said State, personally appeared JOHN L. WEST AND BEVERLY J. WEST, personally known to me, or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

My commission expires: MAR 20, 1990
Witness my hand and official seal



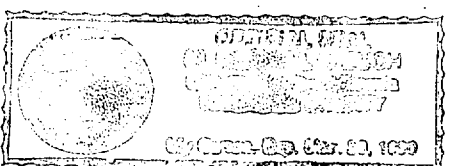
M. Russell O'Buch
Notary Public in and for said State

NOTARY ACKNOWLEDGEMENT

State of California >
County of RIVERSIDE > ss.

On this 14th day of DECEMBER, 1989, before me M. RUSSELL O'BUCH, a Notary Public in and for said State, personally appeared HENRY M. COX, known to me, or proved to me on the basis of satisfactory evidence to be (THE) PRESIDENT, and JOHN L. WEST, known to me to be (THE) SECRETARY of the Corporation that executed the within instrument, and known to me to be the person(s) who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

My commission expires: MAR 20, 1990
Witness my hand and official seal.



M. Russell O'Buch
Notary Public in and for said State

SIGNATURE OMISSIONS

Pursuant to section 66436 of the Subdivision Map Act, the signatures of the following have been omitted:

Mutual rights of way reserved to the Stearns Ranchos Company, and the Jurupa Land And Water Company, and their assigns, for ditches flumes and pipelines, recorded March 2, 1899 in Book 69, Page 250 of Deeds, as Instrument No. 9, and right of way for the Narrows Canal and North Riverside and Jurupa Canal, excepting the Wilber Ditch, all per said Instrument No. 9.

AN EASEMENT IN FAVOR OF EQUITABLE SAVINGS AND LOAN ASSOCIATION, A CALIFORNIA CORPORATION, FOR ROADWAY, AS RECORDED DECEMBER 28, 1967 AS INSTRUMENT NO. 114023, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

THESE INTERESTS ARE NOT PLOTTABLE FROM RECORD, AND CANNOT RIPPEN INTO A FEE.

BOARD OF SUPERVISORS' STATEMENT

The County of Riverside, State of California, by its Board of Supervisors, hereby approves the Tract Map and accepts the offers of dedication made hereon for public road and utility purposes.

Dated: July 24, 1990.

COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

ATTEST: Gerald A. Maloney
CLERK OF THE BOARD OF SUPERVISORS

By: Gloria Schaffner
DEPUTY

By: David Abraham
CHAIRMAN OF THE BOARD OF SUPERVISORS

TAX BOND CERTIFICATE

I hereby state that a bond in the sum of \$1,000.00 has been executed and filed with the Board of Supervisors of the County of Riverside, California, conditional on payment of all taxes, State, County, Municipal or Local, and all special assessments collected as taxes, which at the time of filing of this map with the County Recorder are a lien against said property but not yet payable and said bond has been duly approved by said Board of Supervisors.

Dated: May 23, 1990.

Gerald A. Maloney
Clerk of the Board of Supervisors

CASH TAX BOND
Dated May 23, 1990.
R. Wayne Watts
County Tax Collector

By: _____
Deputy

By: _____
Deputy

TAX COLLECTORS CERTIFICATE

I hereby state 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 and special assessments collected as taxes that are now a lien but are not yet payable, which are estimated to be \$4,000.00.

Dated: May 23, 1990.

R. Wayne Watts
County Tax Collector

By: _____
Deputy

SOILS REPORT

A preliminary soils report was prepared on the 28th day of October, 1985, as required by Section 17953 of the Health and Safety Code of California, by ARAGON GEOTECHNICAL CONSULTANTS, INC.

Copy

22/28

MB 222/28

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE

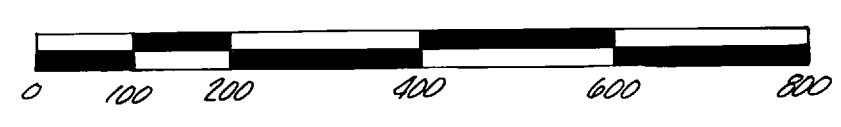
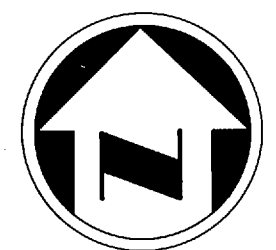
TRACT NO. 20249

BEING A SUBDIVISION OF A PORTION OF THE NORTH ONE-HALF OF SECTION 24 IN T.2S, R.6W., S.B.M. AS SHOWN ON MAP OF THE JURUPA RANCHO RECORDED IN BOOK 9, PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

ADKAN ENGINEERS

MARCH 1989

SCALE: 1"=200'

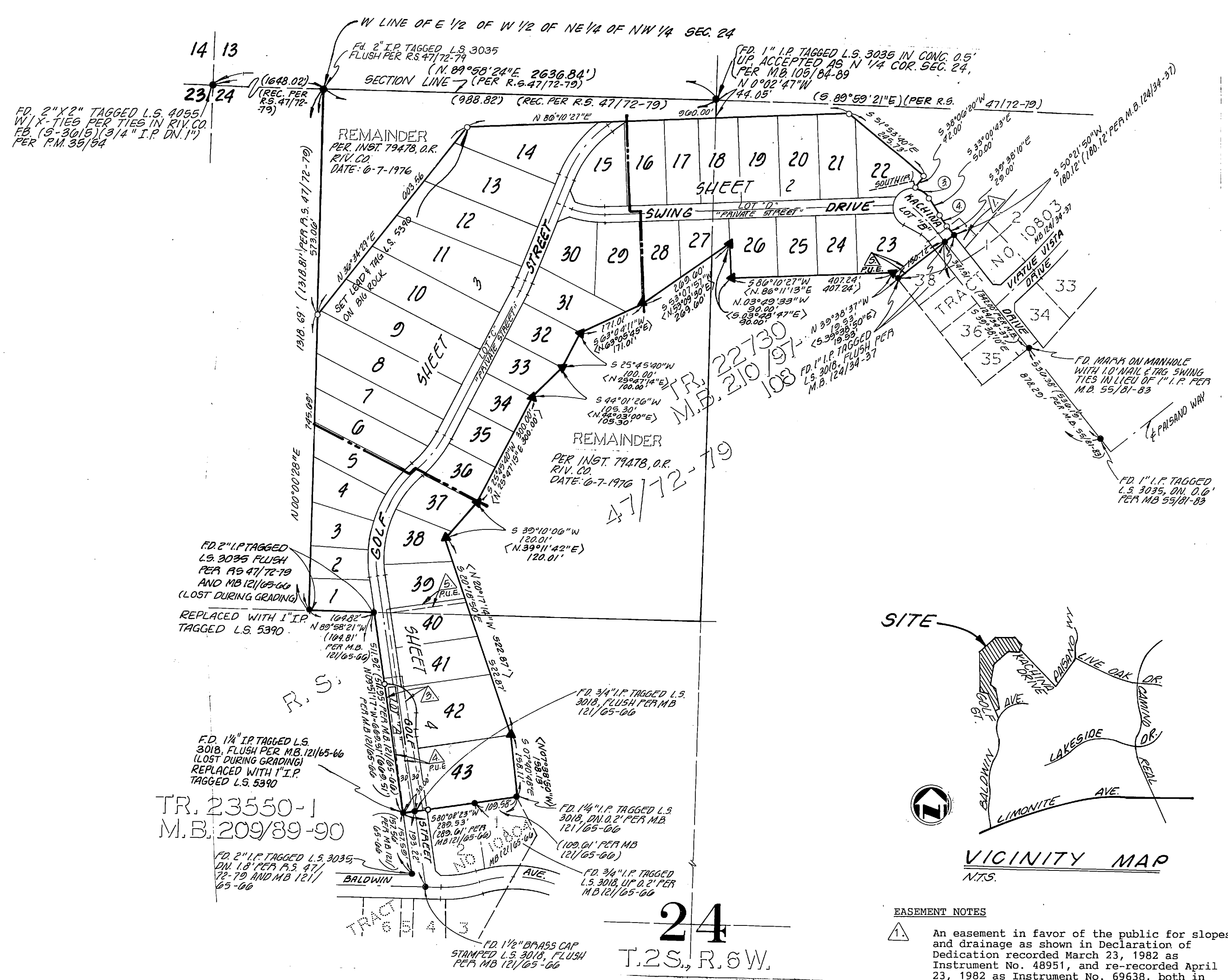


ENVIRONMENTAL CONSTRAINT NOTE

ENVIRONMENTAL CONSTRAINT SHEET AFFECTING THIS MAP ON FILE IN THE OFFICE OF THE RIVERSIDE COUNTY SURVEYOR, IN E.C.S. BOOK 19 PAGE 37

BASIS OF BEARING

BEARINGS ARE BASED ON THE NORTHERLY LINE OF TRACT NO. 10803 AS BEING N50°21'50"E AS PER M.B. 124/34-37, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.



SURVEYOR'S NOTES

- INDICATES MONUMENT FOUND AS NOTED.
- INDICATES RIVERSIDE COUNTY STANDARD "A" MONUMENT (1" I.D. IRON PIPE 18" LONG TAGGED L.S. 5390) SET FLUSH, UNLESS OTHERWISE NOTED.
- SET 1" IRON PIPE TAGGED L.S. 5390, FLUSH, OR NAIL AND L.S. 5390 TAG IN WALL, CONCRETE OR ROCK FOR REAR LOT CORNERS, ANGLE POINTS INSIDE LOT LINES AND CORNER CUTBACKS, UNLESS OTHERWISE NOTED, (RIV. CO. STANDARD "D" MONUMENT).
- NAIL AND L.S. 5390 TAG SET IN CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS (RIV. CO. STANDARD "E" MONUMENT).
- ALL MONUMENTS SET BY RIVERSIDE COUNTY ORDINANCE #61.6.
- BUILDING SETBACK LINES SHALL CONFORM TO EXISTING ZONING.
- THIS TRACT CONTAINS 24.51 ACRES GROSS.
- () INDICATES RECORD DATA AS NOTED.
- ALL MONUMENTS SHOWN "SET" SHALL BE SET IN ACCORDANCE WITH THE MONUMENTATION AGREEMENT FOR THIS TRACT MAP UNLESS OTHERWISE NOTED.
- () INDICATES RECORD DATA PER TR. 22730 M.B. 210/97-108.
- ▲ INDICATES 1" I.P. TAGGED L.S. 5390, TO BE SET PER TR. 22730 M.B. 210/97-108.

EASEMENT NOTES

- An easement in favor of the public for slopes and drainage as shown in Declaration of Dedication recorded March 23, 1982 as Instrument No. 48951, and re-recorded April 23, 1982 as Instrument No. 69638, both in Records of Riverside County, California.
- An easement in favor of of Equitable Savings and Loan Association, a California corporation, for roadway, as recorded December 28, 1967 as Instrument No. 114023, Records of Riverside County, California.
- An easement in favor of of Jurupa Community Services District, for ingress and egress, as recorded April 7, 1986 as Instrument No. 78912, Records of Riverside County, California.
- An easement in favor of of Southern California Edison Company, for underground electrical supply systems and communication systems, as recorded March 26, 1987 as Instrument No. 83157, Records of Riverside County, California.
- An easement in favor of of Jurupa Community Services District, for pipelines, cables and ingress and egress, as recorded June 19, 1987 as Instrument No. 174851, Records of Riverside County, California.

CURVE DATA:

RADIUS	DELTA	TANGENT	LENGTH
3 48.00'	56°59'17"	20.06'	47.74'
4 290.83'	06°37'27"	10.83'	33.02'

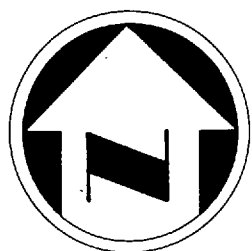
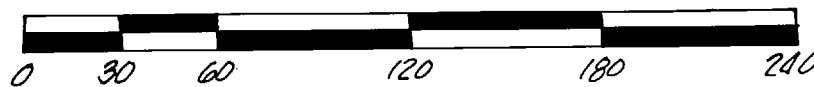
TRACT NO. 20249

BEING A SUBDIVISION OF A PORTION OF THE NORTH
ONE-HALF OF SECTION 24 IN T.2S, R.6W, S.B.M. AS
SHOWN ON MAP OF THE JURUPA RANCHO RECORDED IN
BOOK 9, PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO
COUNTY, CALIFORNIA.

ADKAN ENGINEERS

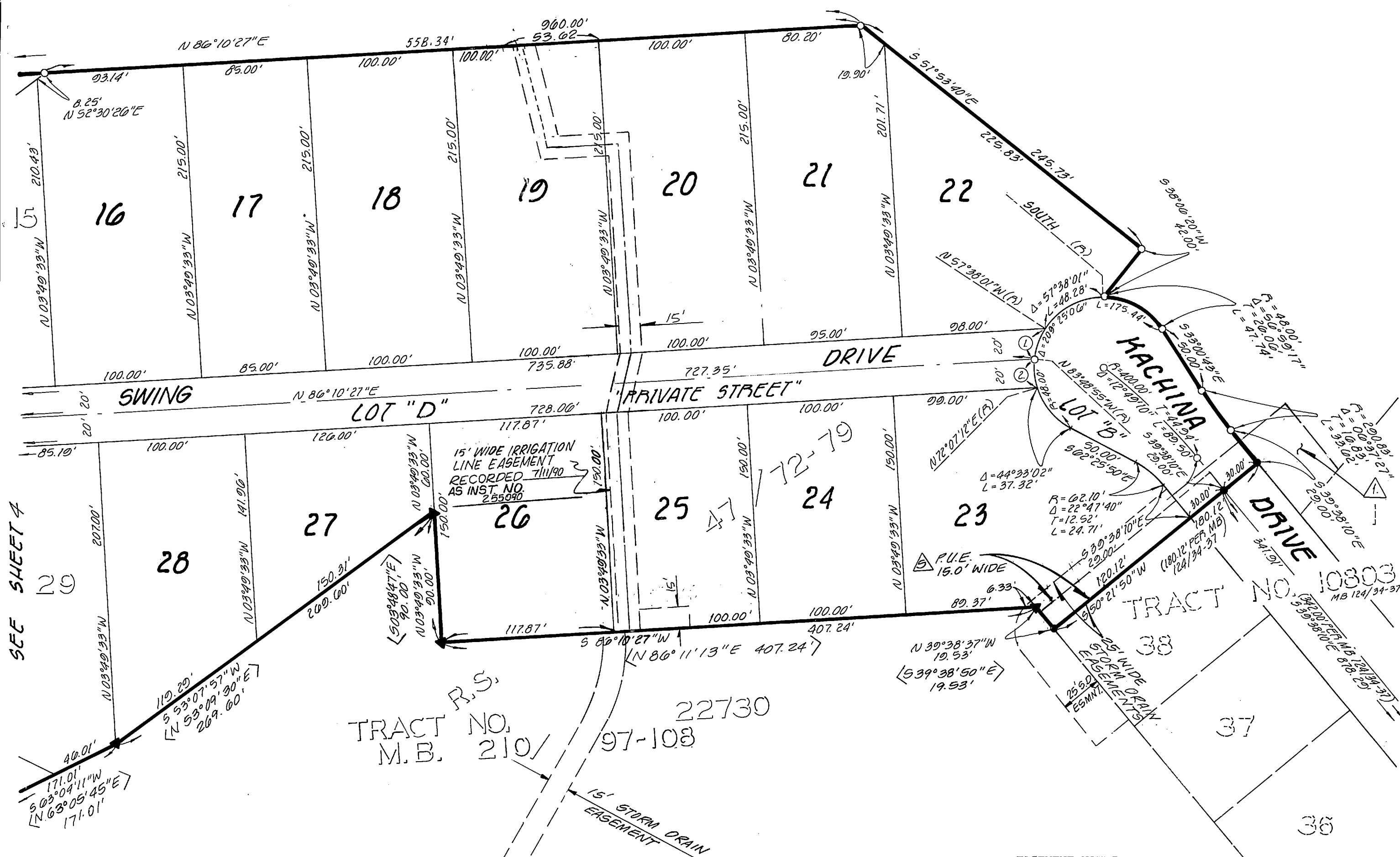
MARCH, 1989

SCALE: 1" = 60'



BASIS OF BEARING

BEARINGS ARE BASED ON THE NORTHERLY
LINE OF TRACT NO. 10803 AS BEING
N 50°21'50"E AS PER M.B. 124/34-37,
RECORDS OF RIVERSIDE COUNTY,
CALIFORNIA.



SURVEYOR'S NOTES

- INDICATES MONUMENT FOUND AS NOTED.
- INDICATES RIVERSIDE COUNTY STANDARD "A" MONUMENT (1" I.D. IRON PIPE 18" LONG TAGGED L.S. 5390) SET FLUSH, UNLESS OTHERWISE NOTED.
- SET 1" I.P. TAGGED L.S. 5390, FLUSH, OR NAIL AND L.S. 5390 TAG IN WALL, CONCRETE, OR ROCK FOR REAR LOT CORNERS, ANGLE POINTS IN SIDE LOT LINES AND CORNER CUTBACKS, UNLESS OTHERWISE NOTED. (RIV. CO. MODIFIED STANDARD "D" MONUMENT.)
- NAIL AND L.S. 5390 TAG SET IN CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS (RIV. CO. STANDARD "E" MONUMENT)
- ALL MONUMENTS SET PER RIVERSIDE COUNTY ORDINANCE 461.6.
- BUILDING SETBACK LINES SHALL CONFORM TO EXISTING ZONING.
- THIS TRACT CONTAINS 24.61 ACRES GROSS.
- (—) INDICATES RECORD DATA AS NOTED.
- ALL MONUMENTS SHOWN "SET" SHALL BE SET IN ACCORDANCE WITH THE MONUMENTATION AGREEMENT FOR THIS TRACT MAP UNLESS OTHERWISE NOTED.
- (↔) INDICATES RECORD DATA PER TR. 22730 M.B. 210 / 97-108.
- ▲ INDICATES 1" I.P. TAGGED L.S. 5390, TO BE SET PER TR. 22730 M.B. 210 / 97-108.

EASEMENT NOTES

- An easement in favor of the public for slopes and drainage as shown in Declaration of Dedication recorded March 23, 1982 as Instrument No. 48951, and re-recorded April 23, 1982 as Instrument No. 69638, both in Records of Riverside County, California.
- An easement in favor of of Equitable Savings and Loan Association, a California corporation, for roadway, as recorded December 28, 1967 as Instrument No. 114023, Records of Riverside County, California.
- An easement in favor of of Jurupa Community Services District, for ingress and egress, as recorded April 7, 1986 as Instrument No. 78912, Records of Riverside County, California.
- An easement in favor of of Southern California Edison Company, for underground electrical supply systems and communication systems, as recorded March 26, 1987 as Instrument No. 83157, Records of Riverside County, California.
- An easement in favor of of Jurupa Community Services District, for pipelines, cables and ingress and egress, as recorded June 19, 1987 as Instrument No. 174851, Records of Riverside County, California.

CURVE DATA

	RADIUS	DELTA	TANGENT	LENGTH
1	48.00'	26°10'54"	11.16'	21.93'
2	48.00'	24°03'53"	10.23'	20.16'

TRACT NO. 20249

BEING A SUBDIVISION OF A PORTION OF THE NORTH ONE-HALF OF SECTION 24 IN T. 25, R. 6W, S. 6M AS SHOWN ON MAP OF THE JURUPA RANCHO RECORDED IN BOOK 9, PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

MARCH, 1989

A D K A N ENGINEERS

SCALE: 1"=60'

SURVEYOR'S NOTES

1. ● INDICATES MONUMENT FOUND AS NOTED.
2. ○ INDICATES RIVERSIDE COUNTY STANDARD "A" MONUMENT (1" I.D. IRON PIPE 18" LONG TAGGED L.S. 5390) SET FLUSH, UNLESS OTHERWISE NOTED.
3. SET 1" IRON PIPE TAGGED L.S. 5390, FLUSH, OR NAIL AND L.S. 5390 TAG IN WALL, CONCRETE OR ROCK FOR REAR LOT CORNERS, ANGLE POINTS IN SIDE LOT LINES AND CORNER CUTBACKS, UNLESS OTHERWISE NOTED, (RIVERSIDE COUNTY MODIFIED STANDARD "D" MONUMENT).
4. NAIL AND L.S. 5390 TAG SET IN CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS (RIVERSIDE COUNTY STANDARD "E" MONUMENT).
5. ALL MONUMENTS SET PER RIVERSIDE COUNTY ORDINANCE 401.6.
6. BUILDING SETBACK LINES SHALL CONFORM TO EXISTING ZONING.
7. THIS TRACT CONTAINS 24.91 ACRES GROSS.
8. () INDICATES RECORD DATA AS NOTED. N 86°10'27"E 305.58'
9. ALL MONUMENTS SHOWN "SET" SHALL BE SET IN ACCORDANCE WITH THE MONUMENTATION AGREEMENT FOR THIS TRACT MAP UNLESS OTHERWISE NOTED.
10. () INDICATES RECORD DATA PER TR. 22730 M.B. 210/97-108.
11. ▲ INDICATES 1" I.P. TAGGED L.S. 5390, TO BE SET PER TR. 22730 M.B. 210/97-108.

F.D. 2" I.P. TAGGED L.S. 3035, FLUSH PER R.S. 47172-79

(N 89°58'24"E PER M.B. 105/84-89)

W LINE OF E 1/2 OF W 1/2 OF NE 1/4 OF NW 1/4 SEC.

F.D. 2" X 2" TAGGED L.S. 4055 W/ X-TIES PER TIES IN RIV. CO. FB. (5-3615) (3/4" I.P. DN. 1") PER R.M. 35/54

N 89°58'24"E PER M.B. 105/84-89

W LINE OF E 1/2 OF W 1/2 OF NE 1/4 OF NW 1/4 SEC.

F.D. 2" X 2" TAGGED L.S. 4055 W/ X-TIES PER TIES IN RIV. CO. FB. (5-3615) (3/4" I.P. DN. 1") PER R.M. 35/54

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W LINE OF E 1/2 OF W 1/2 OF NE 1/4 OF NW 1/4 SEC.

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W LINE OF E 1/2 OF W 1/2 OF NE 1/4 OF NW 1/4 SEC.

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W LINE OF E 1/2 OF W 1/2 OF NE 1/4 OF NW 1/4 SEC.

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N 89°58'24"E PER M.B. 105/84-89

W LINE OF E 1/2 OF W 1/2 OF NE 1/4 OF NW 1/4 SEC.

LINE DATA:
① N 32°30'26"E 10.00'

CURVE DATA:

①	RADIUS	DELTA	TANGENT	LENGTH
①	220.00'	24°03'03"	40.86'	92.35'
②	300.00'	05°32'10"	14.50'	28.09'
③	280.00'	20°50'13"	51.48'	101.83'
④	320.00'	20°50'13"	58.84'	116.38'
⑤	320.00'	56°27'10"	171.77'	315.29'
⑥	280.00'	56°27'10"	150.30'	275.88'

GRAPHIC SCALE: 1"=60'

0 30 60 120 180 240 FEET

SEE SHEET 4

EASEMENT NOTES

1. An easement in favor of the public for slopes and drainage as shown in Declaration of Dedication recorded March 23, 1982 as Instrument No. 48951, and re-recorded April 23, 1982 as Instrument No. 69638, both in Records of Riverside County, California.
2. An easement in favor of of Equitable Savings and Loan Association, a California corporation, for roadway, as recorded December 28, 1967 as Instrument No. 114023, Records of Riverside County, California.
3. An easement in favor of of Jurupa Community Services District, for ingress and egress, as recorded April 7, 1986 as Instrument No. 78912, Records of Riverside County, California.
4. PUE. An easement in favor of of Southern California Edison Company, for underground electrical supply systems and communication systems, as recorded March 26, 1987 as Instrument No. 83157, Records of Riverside County, California.
5. RUE. An easement in favor of of Jurupa Community Services District, for pipelines, cables and ingress and egress, as recorded June 19, 1987 as Instrument No. 174851, Records of Riverside County, California.

J.N. 3524

222/31

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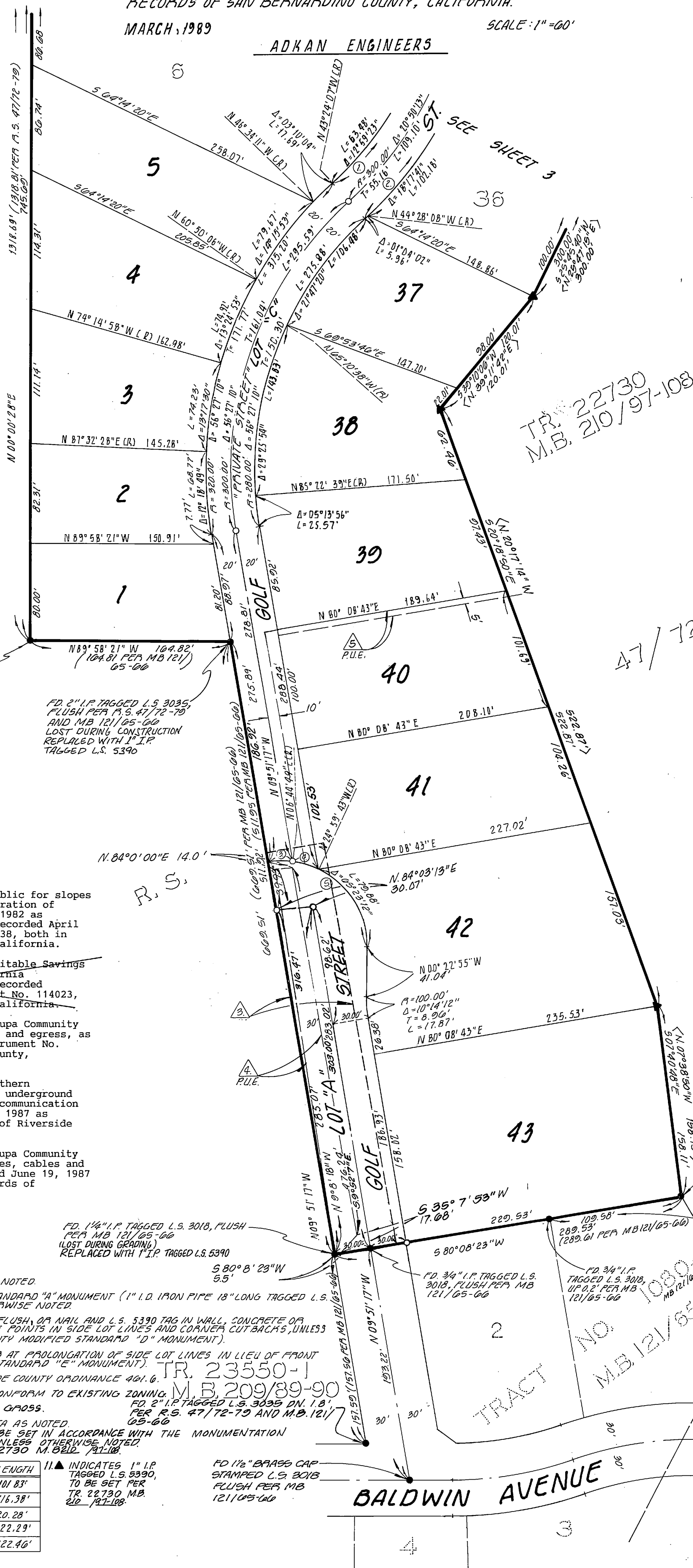
TRACT NO. 20249

BEING A SUBDIVISION OF A PORTION OF THE NORTH ONE-HALF OF SECTION 24 IN T. 25, R. 6W, S.B.M. AS SHOWN ON MAP OF THE JURUPA RANCHO RECORDED IN BOOK 9, PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

MARCH, 1989

SCALE: 1"=60'

ADKAN ENGINEERS



EASEMENT NOTES

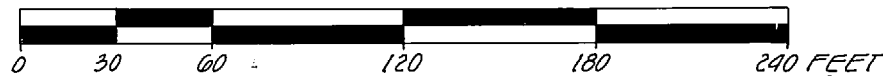
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3. An easement in favor of of Jurupa Community Services District, for ingress and egress, as recorded April 7, 1986 as Instrument No. 78912, Records of Riverside County, California.
4. P.U.E. An easement in favor of of Southern California Edison Company, for underground electrical supply systems and communication systems, as recorded March 26, 1987 as Instrument No. 83157, Records of Riverside County, California.
5. P.U.E. An easement in favor of of Jurupa Community Services District, for pipelines, cables and ingress and egress, as recorded June 19, 1987 as Instrument No. 174851, Records of Riverside County, California.

SURVEYOR'S NOTES

1. INDICATES MONUMENT FOUND AS NOTED.
2. INDICATES RIVERSIDE COUNTY STANDARD "A" MONUMENT (1" I.D. IRON PIPE 18" LONG TAGGED L.S. 5390) SET FLUSH, UNLESS OTHERWISE NOTED.
3. SET 1" IRON PIPE TAGGED L.S. 5390, FLUSH, OR NAIL AND L.S. 5390 TAG IN WALL, CONCRETE OR ROCK FOR BEAR LOT CORNERS, ANGLE POINTS IN SIDE LOT LINES AND CORNER CUTBACKS, UNLESS OTHERWISE NOTED. (RIVERSIDE COUNTY MODIFIED STANDARD "D" MONUMENT).
4. NAIL AND L.S. 5390 TAG SET IN CURB AT PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS (RIVERSIDE COUNTY STANDARD "E" MONUMENT).
5. ALL MONUMENTS SET PER RIVERSIDE COUNTY ORDINANCE 461.6.
6. BUILDING SETBACK LINES SHALL CONFORM TO EXISTING ZONING.
7. THIS TRACT CONTAINS 24.51 ACRES APPROX.
8. () INDICATES RECORD DATA AS NOTED.
9. ALL MONUMENTS SHOWN "SET" SHALL BE SET IN ACCORDANCE WITH THE MONUMENTATION AGREEMENT FOR THIS TRACT MAP UNLESS OTHERWISE NOTED.
10. INDICATES RECORD DATA PER TR. 22730 M.B. 210/97-108.

RADIUS	DELTA	TANGENT	LENGTH
280.00'	20°50'13"	51.48'	101.83'
320.00'	20°50'13"	58.84'	116.38'
70.00'	16°36'06"	10.21'	20.28'
70.00'	18°14'54"	11.24'	22.29'
70.00'	100°14'12"	83.77'	122.46'

GRAPHIC SCALE: 1"=60'



City of Jurupa Valley

STAFF REPORT

DATE: JANUARY 20, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

BY: PAUL TOOR, DIRECTOR PUBLIC WORKS/CITY ENGINEER

SUBJECT: AGENDA ITEM NO. 14.E

**APPROVAL OF REPLACEMENT SUBDIVISION AGREEMENTS AND
ACCEPTANCE OF REPLACEMENT BONDS FOR TRACT MAP 32722
LOCATED ON THE NORTH SIDE OF MISSION BOULEVARD BETWEEN
PYRITE STREET AND CAMINO REAL (KEYSTONE DCS, INC.)**

RECOMMENDATION

It is recommended that the City Council:

1. Approve and authorize the Mayor and City Clerk to execute the replacement Subdivision Agreements; and
2. Accept the rider to Faithful Performance Bond #024252674 in the amount of \$401,000 and Material and Labor Bond #024252674 in the amount of \$200,500 from The Ohio Casualty Insurance Company for the construction of improvements within Tract Map 32722 and the Faithful Performance Bond #024252676 in the amount of \$10,000 from International Fidelity Insurance Company for the subdivision monuments.

BACKGROUND

At the regularly scheduled meeting on May 16, 2019, the City Council voted 5-0 to approve Final Tract Map 32722, approve and authorize the Mayor and City Clerk to execute the Subdivision Improvement Agreements, and to accept the Faithful Performance Bonds and Material and Labor Bonds. These agreements and bonds were obtained from Hacienda Properties, LLC. Hacienda Properties, LLC has since sold the tract to Keystone DCS, Inc. Keystone DCS, Inc is to construct the improvements and replace the bonds and agreements currently recorded with the City.

ANALYSIS

Final Tract Map 32722 provides for the development of 16 single-family residential units and all associated road and utility improvements on a 5.24-acre site located on the north side of Mission Boulevard between Pyrite Street and Camino Real. The next step in the process is consideration of the replacement agreements for the subdivision work and reassigning the surety to guarantee completion of the work.

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

OTHER INFORMATION

Previous Actions:

- City Council meeting of May 16, 2019. City Council approved Final Tract Map 32722, subdivision agreements, and accepted offers of dedication and improvement bonds from Hacienda Properties, LLC.

FINANCIAL IMPACT

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

ALTERNATIVES

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

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

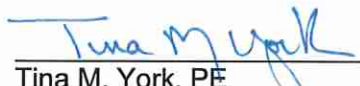
Reviewed by:


Paul Toor
Director of Public Works


Submitted by:


Rod Butler
City Manager

Prepared by:


Tina M. York, PE
Development Services Manager

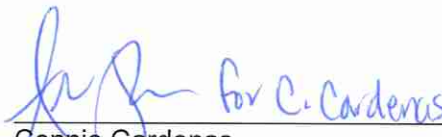
Reviewed by:


Michael Flad
Assistant City Manager

Approved as to form by:


Peter M. Thorson
City Attorney

Reviewed by:


Connie Cardenas
Director of Administrative Services

Attachments:

1. Exhibit #1 Tract Map 32722
2. Exhibit #2 Subdivision Agreements
3. Exhibit #3 Bond

LOT INFORMATION:
NUMBER OF LOTS: 16
LETTERED LOTS: 3
TOTAL AREA: 5.24 ACRES

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

TRACT NO. 32722

BEING A SUBDIVISION OF PARCEL A, AS SHOWN ON LOT LINE ADJUSTMENT NO. LLA 1802, AS EVIDENCED BY DOCUMENT RECORDED SEPT. 28, 2018 AS INSTRUMENT NO. 2018-0388123 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFONIA
POR SEC 7, T. 2S, R. 5W

SHEET 1 OF 4 SHEETS

RECORDER'S STATEMENT

FILED THIS ___ DAY OF _____, 20____,
AT _____.M., IN BOOK ____ OF MAPS
AT PAGES _____, AT THE REQUEST OF
THE CITY CLERK OF THE CITY OF JURUPA VALLEY
NO. _____
FEE _____

PETER ALDANA
ASSESSOR-COUNTY CLERK-RECORDER

BY: _____,DEPUTY

SUBDIVISION GUARANTEED BY:
NORTH AMERICAN TITLE COMPANY

CITY ENGINEER'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP 32722 AS FILED, AMENDED, AND APPROVED BY THE RIVERSIDE COUNTY BOARD OF SUPERVISORS ON NOVEMBER 20, 2007, AND AS FURTHER FILED, AMENDED, AND APPROVED BY THE JURUPA VALLEY PLANNING COMMISSION, THE EXPIRATION DATE BEING OCTOBER 3, 2019, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: _____ , 20____

BY: _____
MICHAEL D. MYERS,
CITY SURVEYOR R.C.E. 30702



TAX BOND CERTIFICATE

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

DATED: _____, 20____ CASH OR SURETY TAX BOND
JON CHRISTENSEN
COUNTY TAX COLLECTOR
BY: _____, DEPUTY

TAX COLLECTOR'S CERTIFICATE

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

DATED: _____, 20____ JON CHRISTENSEN
COUNTY TAX COLLECTOR
BY: _____, DEPUTY

CITY COUNCIL'S STATEMENT

THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON OF LOTS A (LAMELAS CIRCLE) AND B (SUNNYHILL DRIVE), FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES AND AS PART OF THE CITY MAINTAINED STREET SYSTEM. THE COUNCIL DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES BUT THAT SAID STREETS SHALL NOT BECOME PART OF THE CITY MAINTAINED STREET SYSTEM UNTIL ACCEPTED BY RESOLUTION OF THIS COUNCIL ADOPTED PURSUANT TO SECTION 1806 OF THE STREETS AND HIGHWAYS CODE.

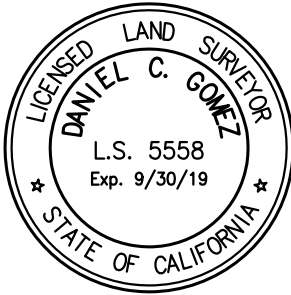
THE OFFER OF DEDICATION OF LOT C, FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES IS ACCEPTED TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES, BUT NOT ACCEPTED AS PART OF THE CITY MAINTAINED STREET SYSTEM UNTIL IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH CITY STANDARDS.

DATE: _____, 20____
CITY OF JURUPA VALLEY, STATE OF CALIFORNIA

ATTEST:
CITY CLERK

BY: _____
BRIAN BERKSON, MAYOR

BY: _____
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 RAMON LAMELAS ON SEPTEMBER 2, 2015. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: _____, 20____

DANIEL C. GOMEZ L.S. 5558

SIGNATURE OMISSIONS NOTE

PURSUANT TO SECTIONS 66436 (A)(1) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

AN EASEMENT FOR THE RIVERSIDE AND JURUPA CANAL RUNNING THROUGH THE HEREIN DESCRIBED PROPERTY AND ANY INTEREST OF THE PUBLIC AND TO SAID CANAL AS SHOWN ON A MAP FILED IN BOOK 9, PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY.

AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED APRIL 23, 1912 IN BOOK 349 OF DEEDS, PAGE 268. SAID EASEMENT IS NOT SPECIFICALLY DELINEATED AND IS UN-LOCATABLE

AN EASEMENT IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 22, 1952 AS INSTRUMENT NO. 52-45105 OF OFFICIAL RECORDS.
LINE EASEMENT – UN-DISCLOSED WIDTH

A 60 FOOT WIDE EASEMENT IN FAVOR OF SAMUEL E. KIRKBY AND RUTH A. KIRKBY, HIS WIFE, FOR ROADWAY AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 24, 1952 IN BOOK 1402, PAGE 588 OF OFFICIAL RECORDS.

A 30 FOOT WIDE EASEMENT IN FAVOR OF WILFRED J. DURETTE AND DORIS DURETTE, HIS WIFE, FOR ROADWAY, UTILITY, AND INCIDENTAL PURPOSES, RECORDED JUNE 19, 1959 AS INSTRUMENT NO. 53448 OF OFFICIAL RECORDS.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "PIPELINE EASEMENT AGREEMENT" RECORDED JULY 23, 2007 AS INSTRUMENT NO. 2007-0475466 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

MUTUAL RIGHTS OF WAY RESERVED TO THE STEARNS RANCHO COMPANY AND THE JURUPA LAND AND WATER COMPANY, THEIR SUCCESSORS OR ASSIGNS, FOR DITCHES, CANALS OR PIPELINES AS MAY BE DEEMED NECESSARY OR PROPER BY SAID PARTIES FOR THE PROPER IRRIGATION OF ANY OTHER LANDS IN THE JURUPA RANCHO, OR FOR THE SUPPLYING OF THE MAIN CANAL WITH WATER, PROVIDED, HOWEVER, THAT SUCH DITCHES SHALL WHEN PRACTICABLE FOLLOW THE LINE OF THE SURVEYED SUBDIVISIONS OF THE JURUPA RANCHO, RECORDED IN BOOK 104 PAGE 322 OF DEEDS, RECORDS OF SAN BERNARDINO COUNTY.

CITY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP 32722 AS FILED, AMENDED, AND APPROVED BY THE RIVERSIDE COUNTY BOARD OF SUPERVISORS ON NOVEMBER 20, 2007, AND AS FURTHER FILED, AMENDED, AND APPROVED BY THE JURUPA VALLEY PLANNING COMMISSION, THE EXPIRATION DATE BEING OCTOBER 3, 2019, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATE: _____ , 20____

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



OWNER'S STATEMENT

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

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "A", "B", AND "C". THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

WE HEREBY RETAIN THE EASEMENTS INDICATED AS "DRAINAGE EASEMENT" FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, AND ASSIGNEES.

HACIENDA PROPERTIES, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
NAME: RAMON LAMELAS TITLE: PRESIDENT

BY: _____
NAME: CARMEN LAMELAS TITLE: VICE-PRESIDENT

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/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER **PENALTY OF PERJURY** UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE _____

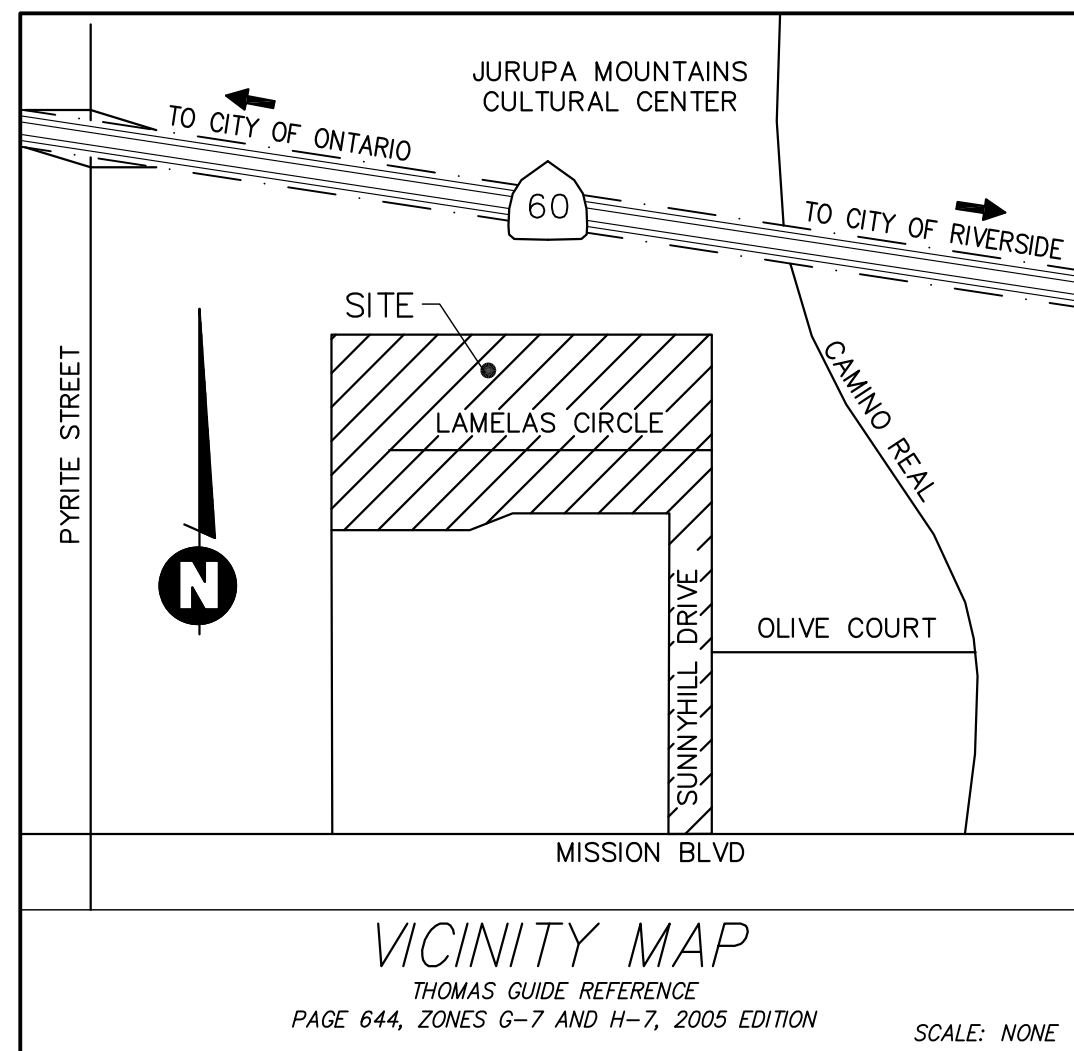
PRINT NAME _____
MY COMMISSION EXPIRES _____
MY COMMISSION NUMBER IS _____
MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

TRACT NO. 32722

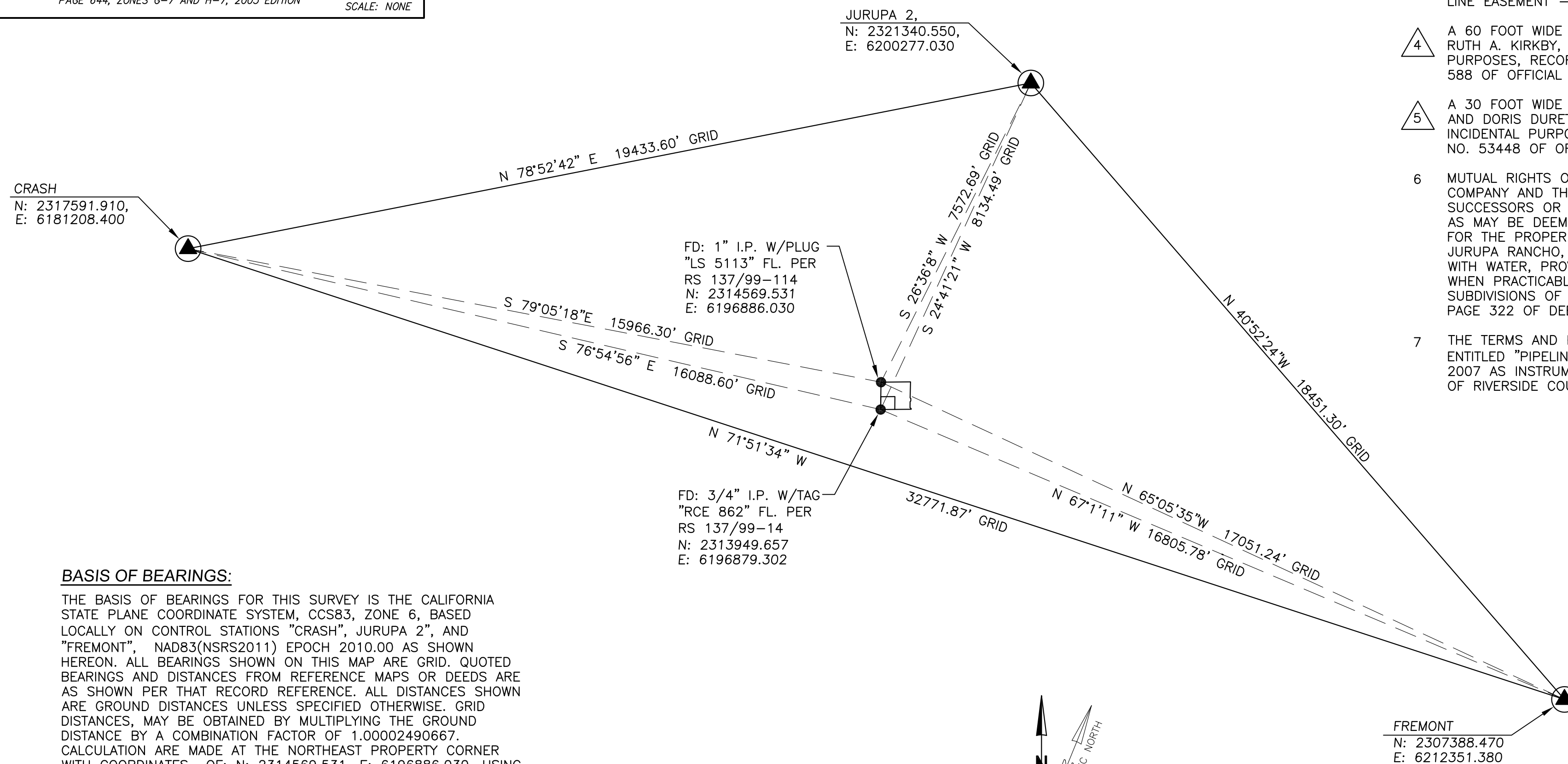
BEING A SUBDIVISION OF PARCEL A, AS SHOWN ON LOT LINE ADJUSTMENT NO. LLA 1802, AS EVIDENCED BY DOCUMENT RECORDED SEPT. 28, 2018 AS INSTRUMENT NO. 2018-0388123 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA POR SEC 7, T. 2S, R. 5W

Sake Engineers, Inc.

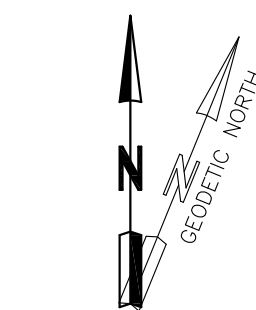
March 2019

EASEMENT NOTE:

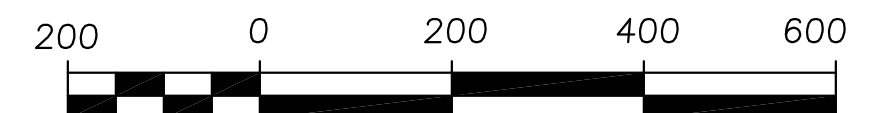
- 1 AN EASEMENT FOR THE RIVERSIDE AND JURUPA CANAL RUNNING THROUGH THE HEREIN DESCRIBED PROPERTY AND ANY INTEREST OF THE PUBLIC AND TO SAID CANAL AS SHOWN ON A MAP FILED IN BOOK 9, PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY.
- 2 AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED APRIL 23, 1912 IN BOOK 349 OF DEEDS, PAGE 268. SAID EASEMENT IS NOT SPECIFICALLY DELINEATED AND IS UN-LOCATABLE
- 3 AN EASEMENT IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 22, 1952 AS INSTRUMENT NO. 52-45105 OF OFFICIAL RECORDS.
LINE EASEMENT - UN-DISCLOSED WIDTH
- 4 A 60 FOOT WIDE EASEMENT IN FAVOR OF SAMUEL E. KIRKBY AND RUTH A. KIRKBY, HIS WIFE, FOR ROADWAY AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 24, 1952 IN BOOK 1402, PAGE 588 OF OFFICIAL RECORDS.
- 5 A 30 FOOT WIDE EASEMENT IN FAVOR OF WILFRED J. DURETTE AND DORIS DURETTE, HIS WIFE, FOR ROADWAY, UTILITY, AND INCIDENTAL PURPOSES, RECORDED JUNE 19, 1959 AS INSTRUMENT NO. 53448 OF OFFICIAL RECORDS.
- 6 MUTUAL RIGHTS OF WAY RESERVED TO THE STEARNS RANCHO COMPANY AND THE JURUPA LAND AND WATER COMPANY, THEIR SUCCESSORS OR ASSIGNS, FOR DITCHES, CANALS OR PIPELINES AS MAY BE DEEMED NECESSARY OR PROPER BY SAID PARTIES FOR THE PROPER IRRIGATION OF ANY OTHER LANDS IN THE JURUPA RANCHO, OR FOR THE SUPPLYING OF THE MAIN CANAL WITH WATER, PROVIDED, HOWEVER, THAT SUCH DITCHES SHALL WHEN PRACTICABLE FOLLOW THE LINE OF THE SURVEYED SUBDIVISIONS OF THE JURUPA RANCHO, RECORDED IN BOOK 104 PAGE 322 OF DEEDS, RECORDS OF SAN BERNARDINO COUNTY.
- 7 THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "PIPELINE EASEMENT AGREEMENT" RECORDED JULY 23, 2007 AS INSTRUMENT NO. 2007-0475466 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. NOT PLOTTABLE.

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 "CRASH", JURUPA 2", AND "FREMONT", NAD83(NSRS2011) EPOCH 2010.00 AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES, MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 1.00002490667. CALCULATION ARE MADE AT THE NORTHEAST PROPERTY CORNER WITH COORDINATES OF: N: 2314569.531, E: 6196886.030, USING AN ELEVATION OF 957.10'.



CONVERGENCE ANGLE
0°39'32.25"



SCALE: 1"=200'

TRACT NO. 32722

BEING A SUBDIVISION OF PARCEL A, AS SHOWN ON LOT LINE ADJUSTMENT NO. LLA 1802, AS EVIDENCED BY DOCUMENT RECORDED SEPT. 28, 2018 AS INSTRUMENT NO. 2018-0388123 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA
POR SEC 7, T. 2S, R. 5W

Sake Engineers, Inc.

March 2019

FD: 1" I.P. W/PLUG
"LS 5113" FL. PER
RS 137/99-113

7.67' WIDE DRAINAGE EASEMENT

FD: CEMENT POINT
PER R.S. 15/66

NOTE:

SEE SHEET 3 FOR BOUNDARY MAP,
SURVEYORS NOTES AND EASEMENT NOTES

LOT "C"
ACCESS ROAD
5,332 S.F.

M.B. 7 / 63
POR TR NO. 6

SFN, ESTABLISHED
PER R1

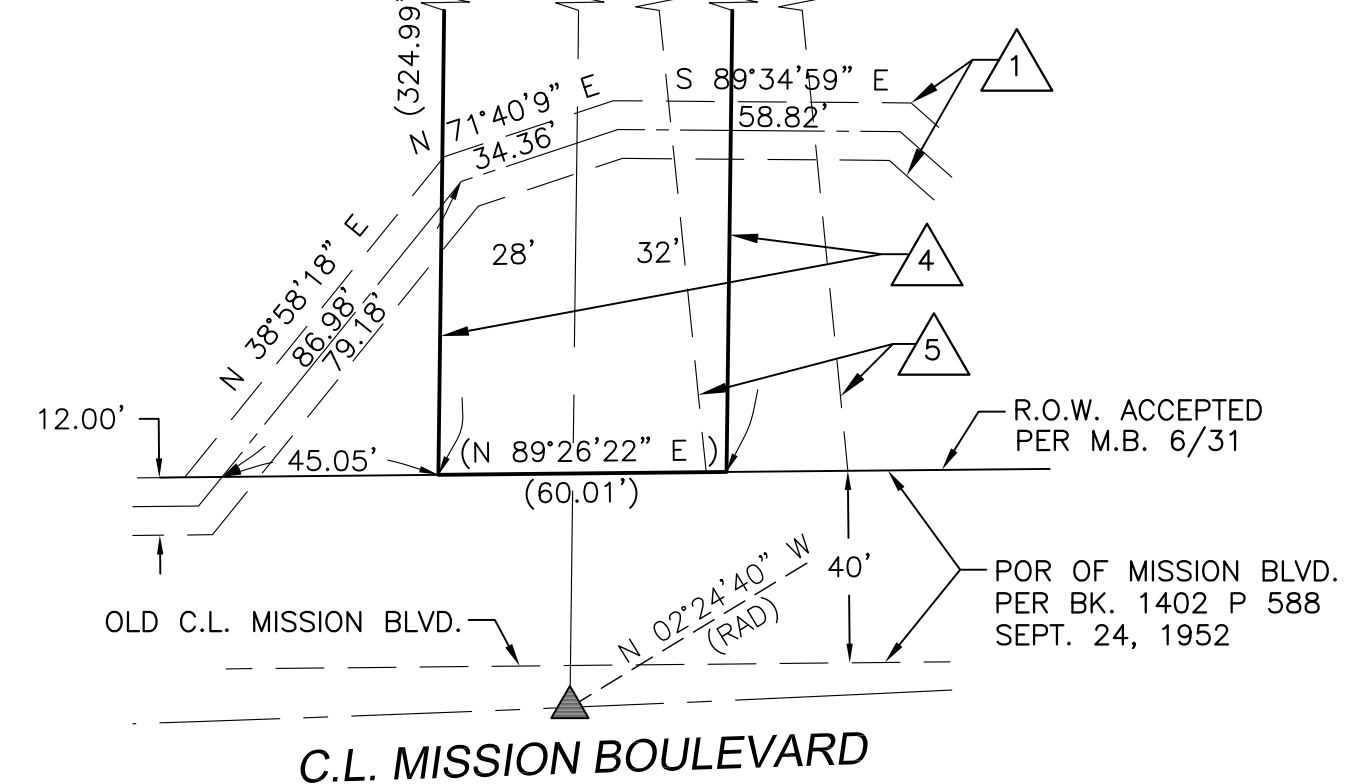
NOT-A-PART
PARCEL "B"
PER L.L.A. NO. 1802
INST. NO. 2018-0388123
REC. SEPT 28, 2018

LINE TABLE		
LINE	LENGTH	BEARING
L1	7.31'	S 84°24'27" W
L2	8.94'	S 84°24'27" W
L3	10.58'	S 84°24'27" W
L4	21.71'	N 65°51'47" W
L5	19.03'	N 65°51'47" W
L6	21.17'	N 65°51'47" W

CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS	TANGENT
C1	50°23'17"	37.82'	43.00'	20.23
C2	50°23'17"	51.01'	58.00'	27.29
C3	50°23'17"	64.20'	73.00'	34.34
C4	80°07'03"	83.90'	60.00'	50.45
C5	80°07'03"	62.92'	45.00'	37.84
C6	80°07'03"	41.95'	30.00'	25.23
C7	46°16'09"	38.76'	48.00'	20.51
C8	18°15'52"	15.30'	48.00'	7.72
C9	18°09'42"	15.21'	48.00'	7.67
C10	46°38'24"	39.07'	48.00'	20.69
C11	55°19'45"	46.35'	48.00'	25.16
C12	22°55'56"	19.21'	48.00'	9.74
C13	27°35'48"	48.17'	100.00'	24.56
C14	2°47'19"	4.87'	100.00'	2.43
C15	24°48'29"	43.30'	100.00'	21.99
C16	03°11'36"	2.68'	48.00'	1.34

NOT-A-PART
BK. 1402 P 588
SEPT. 24, 1952



M.B. 7 / 63
POR TR NO. 6

M.B. 6 / 31
POR TR NO. 4

40 0 40 80 120
SCALE: 1"=40'

**SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF SEWER SYSTEM IMPROVEMENTS
TRACT NO. 32722**

This agreement, made and entered _____, 2021 by and between the City of Jurupa Valley, State of California, hereinafter called City, and Keystone DCS, Inc. a California corporation, hereinafter called Subdivider.

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

FIRST: Subdivider, for and in consideration of the approval by City of the final map of that certain land division known as TR 32722, hereby agrees, at Subdivider's own cost and expense, to construct or cause to have constructed, with twenty four (24) months from the date this agreement is executed, in a good and workmanlike manner, a sewer system, complete with all necessary pipes, connections, and appurtenances necessary to the satisfactory operation of said systems, and further, to extend main or mains from the existing system maintained and operated by Jurupa Community Services District (JCSD) to connect with the system described above with all pipe laid at such a depth as shown on the JCSD approved sewer improvement plan from the top of the pipe to street grade, unless otherwise specified by the JCSD District Engineer, all in accordance with those plans and specifications which have been approved by both the County Health Director and the City Engineer, and are on file in the office of JCSD. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, JCSD, and shall not be deemed complete until approved and accepted as complete by JCSD. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and JCSD and during this one year period to repair or replace to the satisfaction of the City Engineer and the JCSD District Engineer any defective work or labor done or defective materials furnished. Subdivider further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of thirty-nine thousand five hundred dollars (\$39,500).

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

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

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

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

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

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

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

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

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

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

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

<u>City</u>	<u>Subdivider</u>
City of Jurupa Valley 8930 Limonite Ave Jurupa Valley, CA 92509 Attention: City Engineer	Keystone DCS, Inc. 2961 W. MacArthur Blvd., Suite 210 Santa Ana, CA 92704 Attention: David Nguyen

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

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

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

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

SIXTEENTH: General.

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

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

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

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

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

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

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

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

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

SUBDIVIDER

Keystone DCS, Inc., a California corporation



Name: David Nguyen
President



Name: LOAN NGUYEN
Secretary

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

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

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

"CITY"

CITY OF JURUPA VALLEY, a Municipal corporation

Lorena Barajas
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:



Paul Thorson
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 7/7/21

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

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

State of California)
County of ORANGE)

On DECEMBER 2nd, 2021 before me, HAN T NGUYEN (NOTARY PUBLIC),
Date Here Insert Name and Title of the Officer
personally appeared DAVID NGUYEN and LOAN NGUYEN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document Subdivision Agreement for the Construction
Title or Type of Document: of Sewer System Improvements Tract No. 32722
Document Date: _____ Number of Pages: 06
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

**SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF ROAD/DRAINAGE IMPROVEMENTS
TRACT NO. 32722**

This agreement, made and entered _____, 2021 by and between the City of Jurupa Valley, State of California, hereinafter called City, and Keystone DCS, Inc. a California corporation, hereinafter called Subdivider.

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

FIRST: Subdivider, for and in consideration of the approval by City of the final map of that certain land division known as TR 32722, hereby agrees, at Subdivider's own cost and expense, to construct or cause to have constructed, with twenty four (24) months from the date this agreement is executed, in a good and workmanlike manner, road and drainage improvements, complete with all necessary curb, gutter, sidewalks, street lights, pavement, storm drain pipes, and catch basins to the satisfactory operation of said systems, with all pipe laid at such a depth as to provide a full thirty-six inch (36") minimum cover from the top of the pipe to street grade, unless otherwise specified by the City Engineer, all in accordance with those plans and specifications which have been approved by both the Riverside County Flood Control and Water Conservation District and the City Engineer, and are on file in the office of the City Engineer. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and during this one year period to repair or replace to the satisfaction of the City Engineer any defective work or labor done or defective materials furnished. Subdivider further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of two hundred eighty-six thousand dollars (\$286,000).

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

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

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

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

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

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

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

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

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

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

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

<u>City</u>	<u>Subdivider</u>
City of Jurupa Valley 8930 Limonite Ave Jurupa Valley, CA 92509 Attention: City Engineer	Keystone DCS, Inc. 2961 W. MacArthur Blvd., Suite 210 Santa Ana, CA 92704 Attention: David Nguyen

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

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

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

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

SIXTEENTH: General.

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

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

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

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

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

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

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

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

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

SUBDIVIDER

Keystone DCS, Inc., a California corporation



Name: David Nguyen
President



Name: Loan Nguyen
Secretary

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

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

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

"CITY"

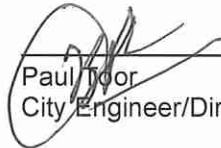
CITY OF JURUPA VALLEY, a Municipal corporation

Lorena Barajas
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:



Paul Toor
City Engineer/Director of Public Works

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 7/7/21

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of ORANGE)

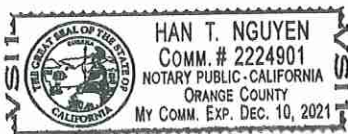
On DECEMBER 2nd, 2021 before me, HAN T NGUYEN (NOTARY PUBLIC),
Date Here Insert Name and Title of the Officer

personally appeared DAVID NGUYEN and LOAN NGUYEN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document Subdivision Agreement for the Construction
Title or Type of Document: of Road / Drainage Improvements Tract. No. 32722
Document Date: _____ Number of Pages: 06
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

**AGREEMENT
FOR THE PLACEMENT OF SURVEY MONUMENTS
TR32722**

This agreement, made and entered into as of _____, 2021 by and between the City of Jurupa Valley, County of Riverside, State of California hereinafter called City and Keysone DCS, Inc., a California corporation, hereinafter called Subdivider.

WITNESSETH:

FIRST: Subdivider, for and in consideration of the approval by City of the final map of that certain land division known as TR 32722 hereby agrees, at Subdivider's own cost and expense, to furnish all labor, equipment and materials necessary to set, within 24 months from the date this agreement is executed, in a good and workmanlike manner, all survey monuments and tie points and to furnish to the City Engineer tie notes for said tract in accordance with the standards set forth in Chapter 7.20, including Section 7.20.100, of the Jurupa Valley Municipal Code and Section 8771 et seq. of the Business and Professions Code of the State of California. Subdivider further agrees to pay, within 30 days of presentation to Subdivider of the final billing of any surveyor or engineer for work performed by him as provides for in Article 9 of Chapter 4, Division 2 of Title 7 of the Government Code of the State of California (commencing with Section 66495). Subdivider further agrees that if payment to the surveyor or engineer is not made within 30 days and the surveyor or engineer notifies City Engineer that he has not been paid for setting the final monuments, the City Council is authorized pursuant to Section 66497 of the Government Code, after providing Subdivider with an opportunity to present evidence as to whether or not the surveyor or engineer has been paid, to order that payment be made by City to the engineer or surveyor. If this occurs, the Subdivider shall, upon demand made by the City Engineer, and without proof of loss by City, reimburse City for any funds so expended. Notwithstanding any other provisions herein, the determination of City as to whether the surveyor or engineer has been paid shall be conclusive on Subdivider, its surety, and all parties who may have an interest in the agreement or any portion thereof. All of the above required work shall be done under the inspection of, and to the satisfaction of, the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City Engineer. The estimated cost of said work and improvements is the sum of Monument Bond Amount ten thousand dollars (\$10,000).

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

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

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

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

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

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

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

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

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

City
City of Jurupa Valley
8930 Limonite Ave
Jurupa Valley, CA 92509

Subdivider
Keystone DCS, Inc.
2961 W MacArthur Blvd, Ste 210
Santa Ana, CA 92704

TENTH: General.

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

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

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

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


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

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

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

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

SUBDIVIDER



Name: David Nguyen
President



Name: LOAN NGUYEN
Secretary

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

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

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

"CITY"
CITY OF JURUPA VALLEY, a Municipal corporation

Lorena Barajas
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:



Paul Todd
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 8/27/21

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

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

State of California)

County of ORANGE)On DECEMBER 2nd 2021 before me, HAN T NGUYEN (NOTARY PUBLIC),
Date Here Insert Name and Title of the Officerpersonally appeared DAVID NGUYEN and LOAN NGUYEN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached DocumentTitle or Type of Document: Agreement for the Placement of Survey Monuments TR 32722Document Date: _____ Number of Pages: 05

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

**SUBDIVISION AGREEMENT
FOR THE CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS
TRACT NO. 32722**

This agreement, made and entered _____, 2021 by and between the City of Jurupa Valley, State of California, hereinafter called City, and Keystone DCS, Inc. a California corporation, hereinafter called Subdivider.

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

FIRST: Subdivider, for and in consideration of the approval by City of the final map of that certain land division known as TR 32722, hereby agrees, at Subdivider's own cost and expense, to construct or cause to have constructed, with twenty four (24) months from the date this agreement is executed, in a good and workmanlike manner, a water system, complete with all necessary pipes, valves, fire hydrants, connections, and appurtenances necessary to the satisfactory operation of said distribution system, and further, to extend main or mains from the existing supply system maintained and operated by Jurupa Community Services District (JCSD) to connect with the distribution system described above with all pipe laid at such a depth as shown on the JCSD approved water improvement plans from the top of the pipe to street grade, unless otherwise specified by the JCSD District Engineer, all in accordance with those plans and specifications which have been approved by both the County Health Director and the City Engineer, and are on file in the office of JCSD. Said approved plans and specifications are hereby made a part of this agreement as fully as though set forth herein. All of the above required work shall be done under the inspection of, and to the satisfaction of, JCSD, and shall not be deemed complete until approved and accepted as complete by JCSD. Subdivider further agrees to maintain the above required improvements for a period of one year following acceptance by the City and JCSD and during this one-year period to repair or replace to the satisfaction of the City Engineer and the JCSD District Engineer any defective work or labor done or defective materials furnished. Subdivider further agrees that all underground improvements shall be completed prior to the paving of any roadway. The estimated cost of said work and improvements is the sum of seventy-five thousand five hundred dollars (\$75,500).

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

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

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

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

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

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

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

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

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

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

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

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

City

Subdivider

City of Jurupa Valley
8930 Limonite Ave
Jurupa Valley, CA 92509
Attention: City Engineer

Keystone DCS, Inc.
2961 W. MacArthur Blvd., Suite 210
Santa Ana, CA 92704
Attention: David Nguyen

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

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

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

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

SIXTEENTH: General.

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

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

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

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

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

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

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

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

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

SUBDIVIDER

Keystone DCS, Inc., a California corporation



Name: David Nguyen
President



Name:
Secretary *LOAN NGUYEN*

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

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

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

"CITY"

CITY OF JURUPA VALLEY, a Municipal corporation

Lorena Barajas
Mayor

ATTEST:

Vicki Wasko, CMC
City Clerk

APPROVED:



Paul Toor
City Engineer

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

Original: 7/1/11
Revised: 7/7/21

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

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

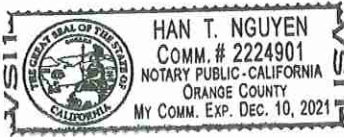
State of California)
County of ORANGE)

On DECEMBER 2nd, 2021 before me, HAN T NGUYEN (NOTARY PUBLIC),
Date Here Insert Name and Title of the Officer
personally appeared DAVID NGUYEN and LOAN NGUYEN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document subdivision Agreement for the Construction of
Title or Type of Document: Water System Improvements Tract No. 32722
Document Date: _____ Number of Pages: 06
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

City of Jurupa Valley

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

FOR: Streets and Drainage	<u>286,000.00</u>	Tract Map	<u>32722</u>
Water System	<u>\$ 75,500.00</u>	Bond No.	<u>024252674</u>
Sewer System	<u>\$ 39,500.00</u>	Premium	<u>\$4,010.00 / YEAR</u>

Surety	<u>THE OHIO CASUALTY INSURANCE COMPANY</u>	Principal	<u>DAVID NGUYEN</u>
Address	<u>790 THE CITY DRIVE SOUTH, SUITE 200</u>	Address	<u>2961 W. MacArthur Blvd, Ste 210</u>
City/State	<u>ORANGE, CA</u>	City/State	<u>Santa Ana, CA</u>
Zip code	<u>92868</u>	Zip	<u>92704</u>
Phone	<u>714-450-1242</u>	Phone	<u>714-791-3771</u>

WHEREAS, the City of Jurupa Valley, State of California, and DAVID NGUYEN., (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to TR32722, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, we the principal and undersigned, as corporate surety, are held and firmly bound unto the City of Jurupa Valley in the penal sum of FOUR HUNDRED AND ONE THOUSAND dollars (\$401,000.00) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

City of Jurupa Valley

FAITHFUL PERFORMANCE BOND

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on NOVEMBER 22, 2021.

NAME OF PRINCIPAL: DAVID NGUYEN

AUTHORIZED SIGNATURE(S):

By:



Name: DAVID NGUYEN

Title: OWNER

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: THE OHIO CASUALTY INSURANCE COMPANY

AUTHORIZED SIGNATURE:



Its Attorney-in-Fact

WILLIAM FORD PERSONS
Title

(IF CORPORATION, AFFIX SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of ORANGE)

On NOVEMBER 23, 2021 before me, HAN T NGUYEN,
Date Here Insert Name and Title of the Officer
personally appeared DAVID NGUYEN
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: BOND # 024252674
Document Date: 11/22/21 Number of Pages: 03
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of LOS ANGELES

On 11/18/2021 before me, WILLIAM CHRIS BAILEY, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared WILLIAM FORD PERSONS

Name(s) of Signer(s)

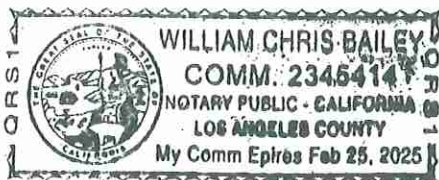
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

Witness my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: JURUPA VALLEY BOND #024262627

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____



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

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

Certificate No: **8205469-987486**

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of April, 2021.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of NOVEMBER, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

City of Jurupa Valley

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

FOR: Streets and Drainage	<u>\$143,000.00</u>	Tract Map	<u>32722</u>
Water System	<u>\$ 37,7500.00</u>	Bond No.	<u>024252674</u>
Sewer System	<u>\$ 19,750.00</u>	Premium	<u>PAID ON</u>
			<u>PERFORMANCE</u>
			<u>BOND</u>

Surety	<u>THE OHIO CASUALTY</u> <u>INSURANCE COMPANY</u>	Principal	<u>DAVID NGUYEN</u>
Address	<u>790 THE CITY DRIVE, SOUTH</u> <u>#200</u>	Address	<u>2961 W. MacArthur Blvd, Ste 210</u>
City/State	<u>ORANGE, CA</u>	City/State	<u>Santa Ana, CA</u>
Zip code	<u>92868</u>	Zip	<u>92704</u>
Phone	<u>714-450-1242</u>	Phone	<u>714-791-3771</u>

WHEREAS, the City of Jurupa Valley, State of California, and DAVID NGUYEN, (hereinafter designated as "principal") have entered into, or are about to enter into, the attached agreement(s) whereby principal agrees to install and complete the above designated public improvements relating to TR32722, which agreement(s) is/are hereby referred to and made a part hereof; and,

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

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly unto the City of Jurupa Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of said Civil Code in the sum of TWO HUNDRED THOUSAND, FIVE HUNDRED dollars (\$200,500) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

City of Jurupa Valley

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

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

City of Jurupa Valley

MATERIAL AND LABOR BOND

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

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on NOVEMBER 22, 2021

NAME OF PRINCIPAL: DAVID NGUYEN

AUTHORIZED SIGNATURE(S):

By:



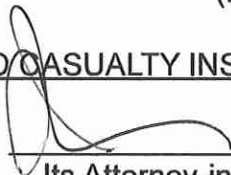
Name: DAVID NGUYEN

Title: OWNER

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: THE OHIO CASUALTY INSURANCE COMPANY

AUTHORIZED SIGNATURE:



Its Attorney-in-Fact

WILLIAM FORD PERSONS

Title

(IF CORPORATION, AFFIX SEAL)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

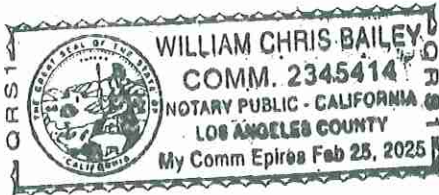
STATE OF CALIFORNIA

County of LOS ANGELES

On 11/18/2021 before me, WILLIAM CHRIS BAILEY, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared WILLIAM FORD PERSONS

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: JURUPA VALLEY BOND

024252674

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:



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

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

Certificate No: **8205469-987486**

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of April, 2021.



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

By:

David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of NOVEMBER, 2021.



By:

Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of ORANGE)

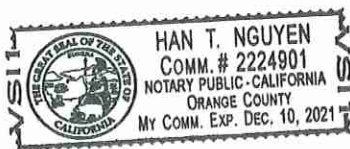
On NOVEMBER 23, 2021 before me, HAN T NGUYEN,
Date Here Insert Name and Title of the Officer

personally appeared DAVID NGUYEN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: BOND #024252674

Document Date: 11/22/2021 Number of Pages: 03

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

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

		Tract Map No	<u>32722</u>
		Bond No	<u>024252676</u>
Surety	<u>THE OHIO CASUALTY INSURANCE COMPANY</u>	Principal	<u>DAVID NGUYEN</u>
Address	<u>790 THE CITY DRIVE SUITE 200</u>	Address	<u>2961 W MacArthur Blvd, Ste 210</u>
City/State	<u>ORANGE, CA</u>	City/State	<u>Santa Ana, CA</u>
Zip	<u>96828</u>	Zip	<u>92704</u>
Phone	<u>714-450-1242</u>	Phone	<u>714-791-3771</u>

KNOW ALL MEN BY THESE PRESENTS:

That, DAVID NGUYEN subdivider, as principal, and THE OHIO CASUALTY INSURANCE COMPANY a corporation, as surety, are hereby jointly and severally bound to pay to the City of Jurupa Valley the sum of ten thousand dollars (\$10,000).

The condition of this obligation is that, whereas the subdivider, as a condition of the filing of the final map of Tract Map Number 32722, entered into an agreement with the City of Jurupa Valley to set Survey Monuments and Tie Points in said tract and furnish Tie Notes therefore and to pay the engineer or surveyor performing the work, in full, within 30 days after completion.

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

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

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition. Surety further stipulates and agrees that the provisions of Section 2845 of the

Civil Code and commencement of construction are not conditions precedent to surety's obligations hereunder and are hereby waived by surety.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on NOVEMBER 22, 2021

NAME OF PRINCIPAL: DAVID NGUYEN

AUTHORIZED SIGNATURE(S):

By: 
Name: DAVID NGUYEN
Title: OWNER

(IF CORPORATION, AFFIX SEAL)

NAME OF SURETY: THE OHIO CASUALTY INSURANCE COMPANY

AUTHORIZED SIGNATURE:  WILLIAM FORD PERSONS
Its Attorney-in-Fact Title

(IF CORPORATION, AFFIX SEAL)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

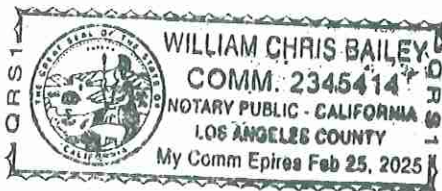
STATE OF CALIFORNIA

County of LOS ANGELES

On 11/18/2021 before me, WILLIAM CHRIS BAILEY, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared WILLIAM FORD PERSONS

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: JURUPA VALLEY BOND

024252676

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____



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

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

Certificate No: **8205469-987486**

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of April, 2021.



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

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of NOVEMBER, 2021.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of ORANGE)

On NOVEMBER 23, 2021 before me, HAN T NGUYEN,
Date Here Insert Name and Title of the Officer

personally appeared DAVID NGUYEN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: BOND # 024252676

Document Date: 11/22/21 Number of Pages: 02

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

City of Jurupa Valley

STAFF REPORT

DATE: JANUARY 20, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

BY: PAUL TOOR, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: AGENDA ITEM NO. 14.F

APPROVAL OF TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) REIMBURSEMENT AGREEMENTS BY AND BETWEEN THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) AND THE CITY OF JURUPA VALLEY FOR THE VAN BUREN BOULEVARD WIDENING (LIMONITE TO SANTA ANA RIVER), MARKET STREET WIDENING (RUBIDOUX TO SANTA ANA RIVER), CANTU GALLEANO RANCH ROAD GAP CLOSURE (BELLEGRAVE TO .31 MILES WEST), AND BELLEGRAVE AVENUE WIDENING (CANTU GALLEANO RANCH TO VAN BUREN)

RECOMMENDATION

1. That the City Council approve and authorize the City Manager to execute the TUMF Reimbursement Agreement by and between WRCOG and the City of Jurupa Valley for Van Buren Boulevard Widening (Limonite to Santa Ana River) – Right-of-Way and Construction phases in substantially the form attached and as approved by the City Attorney; and
2. Approve and authorize the City Manager to execute the TUMF Reimbursement Agreement by and between WRCOG and the City of Jurupa Valley for Market Street Widening (Rubidoux to Santa Ana River) – Planning and Engineering phases in substantially the form attached and as approved by the City Attorney; and
3. Approve and authorize the City Manager to execute the TUMF Reimbursement Agreement by and between WRCOG and the City of Jurupa Valley for Cantu Galleano Ranch Road Gap Closure (Bellegrave to .31 miles west) – Planning and Engineering phases in substantially the form attached and as approved by the City Attorney; and
4. Approve and authorize the City Manager to execute the TUMF Reimbursement Agreement by and between WRCOG and the City of Jurupa Valley for Bellegrave

Avenue Widening (Cantu Galleano Ranch to Van Buren) – Planning and Engineering phases in substantially the form attached and as approved by the City Attorney

BACKGROUND

Van Buren Boulevard, Market Street, Cantu Galleano Ranch Road, and Bellegrave Avenue are all regionally significant arterials in the City and accommodate substantial commuter/truck traffic. All of these roadways are WRCOG Northwest Zone TUMF routes and are eligible for a fair share of fees collected through this transportation improvement program for the roadway's improvement. See the table below for the programmed funds that are being requested with these agreements.

Project	Phase(s)	Programmed Amount
Van Buren Boulevard	ROW and Construction	\$5,525,000
Market Street	PA/ED and PS&E	\$793,000
Cantu Galleano Ranch Road	PA/ED and PS&E	\$76,000
Bellegrave Avenue	PA/ED and PS&E	\$140,000

In October 2021 Staff completed and submitted draft WRCOG standard reimbursement agreements requesting WRCOG's authorization to enter into a TUMF reimbursement agreement for all four projects.

At their November 2021 Executive Committee meeting WRCOG authorized entering into these reimbursement agreements with the City for the various projects/phases requested.

Approval of these agreements will authorize the funding for the planning/engineering phases on Market Street, Cantu Galleano Ranch Road, and Bellegrave Ave. Construction and right-of-way funding will be authorized for Van Buren Boulevard upon approval.

City Staff are nearing completion of final design plans for Van Buren Boulevard. All ROW impacts have been determined as part of the design.

ANALYSIS

Terms of WRCOG's standard reimbursement agreement, among other matters, includes a specific scope of work (Exhibit A of each agreement) which describes generally the project and the phases which are included in the agreement.

Completion of the PA/ED and PS&E phases of Market Street, Cantu Galleano Ranch Road, and Bellegrave Avenue will advance these much-needed improvements to a "shelf ready" status. Amendments to these agreements will be needed later to authorize the funding for the construction of these projects. The agreement for Van Buren Boulevard will authorize the funding to acquire the necessary ROW and begin construction of the project.

Reimbursement as it relates to these agreements occurs after incurring eligible expenses and submittal of a City request for payment to WRCOG.

OTHER INFORMATION

Previous Actions:

- December 21, 2017 – City Council approved the PA/ED and PS&E agreement for Van Buren Boulevard

FINANCIAL IMPACT

As the terms of the agreement provide for reimbursement, costs incurred by the City must first be paid before the same amounts can then be disbursed by WRCOG to the City.


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

ALTERNATIVES

1. Do not approve Agreements as recommended (this alternative would preclude the City receiving the reimbursement of TUMF funds for the project).
2. Provide alternate direction to staff.

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

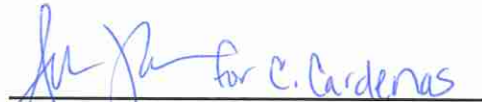
Prepared by:


Chase Keys, P.E.
CIP Manager

Reviewed by:


Paul Toor
Director of Public Works/City Engineer

Reviewed by:


Connie Cardenas
Administrative Services Director

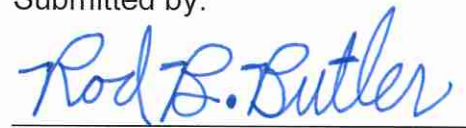
Reviewed by:


Michael Flad
Assistant City Manager

Approved as to form:


Peter Thorson
City Attorney

Submitted by:


Rod Butler
City Manager

Attachments:

- A) TUMF Reimbursement Agreement for Van Buren Boulevard
- B) TUMF Reimbursement Agreement for Market Street
- C) TUMF Reimbursement Agreement for Cantu Galleano Ranch Road
- D) TUMF Reimbursement Agreement for Bellegrave Avenue

Attachment A

TUMF Reimbursement Agreement for Van Buren Boulevard

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
VAN BUREN BLVD, LIMONITE AVE TO SANTA ANA RIVER
ROW & CON**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this day of ____, 2021, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and the City of Jurupa Valley, a California municipal corporation (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study titled “TUMF Nexus Study”, as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for VAN BUREN BOULEVARD, LIMONITE TO SANTA ANA RIVER, (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation
- 4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed FIVE MILLION FIVE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$5,525,000), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs (“Total Project Cost”) may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit “A” (“Scope of Work”): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit “A”.

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’s payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in

resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work. Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG, and the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase, AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY's Local Match Contribution. AGENCY local match funding is not required, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects."

11. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until the earlier of the following: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates Rod Butler, City Manager, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

(a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices

which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

16. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys' fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

17. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

18. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

19. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative,

which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

21. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

23. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

24. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

26. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

27. Time of Essence. Time is of the essence for each and every provision of this Agreement.

28. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

29. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

30. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

31. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

32. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Jurupa Valley
 8930 Limonite Avenue
 Jurupa Valley, California 92509
 Attention: Paul Toor, Director of Public Works/City Engineer
 Telephone: 951-332-6464
 Facsimile: 951-332-6995

If to WRCOG: Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Christopher Gray, Director of Transportation
 Telephone: (951) 405-6710
 Facsimile: (951) 223-9720

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

33. Integration; Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

34. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

35. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

36. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

37. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

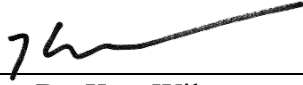
38. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

CITY OF JURUPA VALLEY

By:  Date: 12/1/21
Dr. Kurt Wilson
Executive Director

By: _____ Date: _____
Rod Butler
City Manager

Approved to Form:


By:  Date: 11/23/2021
Steven C. DeBaun
General Counsel

EXHIBIT “A”

SCOPE OF WORK

SCOPE OF WORK:

ROW: The ROW phase of the Van Buren Boulevard, Limonite to Santa Ana River Project includes the ordering of title reports, appraisal services for all affected properties, negotiation with various property owners, and escrow services for the acquisition of all temporary construction easements or permanent right-of-way necessary to construct the project.

CONSTRUCTION: The proposed Project widens Van Buren Boulevard to provide six (6) total lanes, three (3) in each direction while maintaining the existing raised center median and providing curb and gutter between Limonite Avenue and the Santa Ana River.

The proposed improvements will generally include grading activities, pavement widening, curb and gutter construction, drainage facilities, utility relocations, traffic signal modifications, retaining walls and sound walls.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$0	\$130,000	\$130,000
PS&E	\$0	\$325,000	\$325,000
RIGHT OF WAY	\$4,231,000	\$0	\$4,231,000
CONSTRUCTION	\$1,294,000	\$0	\$1,294,000
TOTAL	\$5,525,000	\$455,000	\$5,980,000

EXHIBIT “A-2”
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	3/4/2021	\$130,000	
PS&E	12/31/2021	\$325,000	
RIGHT OF WAY	1/28/2021	\$4,231,000	
CONSTRUCTION	6/30/2022	\$1,294,000	
TOTAL		\$5,980,000	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit “B-1” into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG’s Executive Director with a copy to WRCOG’s Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-2”.
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits “B-4” and “B-5”. All documentation from the Agency’s contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-3”.
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit “B” and its attachments.
6. Charges for each task and milestone listed in Exhibit “A” shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

"I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT “B-1”
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____ INSERT WRITTEN DOLLAR AMOUNT____) (\$____ INSERT NUMERICAL DOLLAR AMOUNT____) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3) _____

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<i>[__ insert charges __]</i>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
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[__sample__]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed	_____
Title	_____
Date	_____
Invoice No.	_____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
 Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Deputy Executive Director
 ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year) . The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00 =====
---------------------------------	--------------------------------

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
 Name
 Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Deputy Executive Director
 Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective Month/Date/Year .

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
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Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00

Amount Due this Invoice:	\$000,000.00
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I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
 Name
 Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
 PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

Attachment B

TUMF Reimbursement Agreement for Market Street

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
MARKET STREET (RUBIDOUX TO SANTA ANA RIVER)
PA&ED AND PS&E**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this ___ day of _____, 2021, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and the City of Jurupa Valley, a California municipal corporation (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study titled “TUMF Nexus Study”, as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for MARKET STREET (RUBIDOUX TO SANTA ANA RIVER), (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation
- 4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed SEVEN HUNDRED NINETY THREE THOUSAND DOLLARS (\$793,000), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs (“Total Project Cost”) may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit “A” (“Scope of Work”): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit “A”.

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’s payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in

resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work. Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG, and the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase, AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY's Local Match Contribution. AGENCY local match funding is not required, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects."

11. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until the earlier of the following: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates Rod Butler, City Manager, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

(a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the

AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

16. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

17. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

18. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

19. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative,

which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

21. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

23. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

24. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

26. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

27. Time of Essence. Time is of the essence for each and every provision of this Agreement.

28. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

29. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

30. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

31. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

32. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Jurupa Valley
 8930 Limonite Avenue
 Jurupa Valley, California 92509
 Attention: Paul Toor, Director of Public Works/City Engineer
 Telephone: 951-332-6464
 Facsimile: 951-332-6995

If to WRCOG: Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Christopher Gray, Deputy Executive Director
 Telephone: (951) 405-6710
 Facsimile: (951) 223-9720

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

33. Integration; Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

34. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

35. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

36. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

37. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.


38. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

CITY OF JURUPA VALLEY

By:  Date: 12/1/21
Dr. Kurt Wilson
Executive Director

By: _____ Date: _____
Rod Butler
City Manager

Approved to Form:


By:  Date: 11/23/2021
Steven C. DeBaun
General Counsel

EXHIBIT “A”

SCOPE OF WORK

SCOPE OF WORK:

The project phases to be funded under this agreement will be PS&ED and PS&E only. Funding for other phases of work will be completed at a future date by and addendum or a separate agreement.

The City of Jurupa Valley is proposing to widen Market Street between Rubidoux Boulevard and the Santa Ana River. The project will widen the existing two-lane roadway to four travel lanes, two in each direction, and a painted center median. Additional improvements will include curb and gutter, sidewalk, curb ramps, striping, and traffic signal modifications. Traffic signal modifications are needed to accommodate the widening of Market/Rubidoux, Market/Agua Mansa.

The PA&ED and PS&E phases will include, but are not limited to, topographic survey and mapping of the existing corridor, records research and utility coordination, geotechnical investigations, preparation of conceptual plans, CEQA, permitting, and preparation of the final PS&E package.

This project will coordinate improvements with the Market Street Bridge project which is currently being designed under a separate reimbursement agreement.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$227,000	\$0	\$227,000
PS&E	\$566,000	\$0	\$566,000
RIGHT OF WAY	TBD	TBD	TBD
CONSTRUCTION	TBD	TBD	TBD
TOTAL	\$793,000	\$0	\$793,000

EXHIBIT “A-2”
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	4/30/22	\$227,000	
PS&E	6/30/22	\$566,000	
RIGHT OF WAY	TBD	TBD	
CONSTRUCTION	TBD	TBD	
TOTAL		\$793,000	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit “B-1” into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG’s Executive Director with a copy to WRCOG’s Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-2”.
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits “B-4” and “B-5”. All documentation from the Agency’s contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-3”.
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit “B” and its attachments.
6. Charges for each task and milestone listed in Exhibit “A” shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

“I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT “B-1”
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____ INSERT WRITTEN DOLLAR AMOUNT____) (\$____ INSERT NUMERICAL DOLLAR AMOUNT____) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3) _____

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<i>[__ insert charges __]</i>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
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[__sample__]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed	_____
Title	_____
Date	_____
Invoice No.	_____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
 Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Deputy Executive Director
 ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year) . The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00 =====
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I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
 Name
 Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Deputy Executive Director
 Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective Month/Date/Year .

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
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Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00

Amount Due this Invoice:	\$000,000.00
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I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
 Name
 Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
 PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

Attachment C

TUMF Reimbursement Agreement for Cantu Galleano Ranch Road

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
 AGREEMENT TO REIMBURSE TUMF FUNDS
 CANTU GALLEANO RANCH ROAD, GAP CLOSURE (BELLEGRAVE TO .31 MILES
 WEST)
 PA&ED AND PS&E**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this ___ day of _____, 2021, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and the City of Jurupa Valley, a California municipal corporation (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study titled “TUMF Nexus Study”, as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for **CANTU GALLEANO RANCH ROAD, GAP CLOSURE (BELLEGRAVE TO .31 MILES WEST)**, (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation

4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **SEVENTY SIX THOUSAND DOLLARS (\$76,000)**, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs (“Total Project Cost”) may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit “A” (“Scope of Work”): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit “A”.

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’s payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and

confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work. Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG, and the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase, AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY's Local Match Contribution. AGENCY local match funding is not required, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects."

11. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until the earlier of the following: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates Rod Butler, City Manager, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

(a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the

AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

16. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

17. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

18. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

19. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative,

which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

21. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

23. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

24. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

26. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

27. Time of Essence. Time is of the essence for each and every provision of this Agreement.

28. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

29. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

30. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

31. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

32. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Jurupa Valley
 8930 Limonite Avenue
 Jurupa Valley, California 92509
 Attention: Paul Toor, Director of Public Works/City Engineer
 Telephone: 951-332-6464
 Facsimile: 951-332-6995

If to WRCOG: Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Christopher Gray, Deputy Executive Director
 Telephone: (951) 405-6710
 Facsimile: (951) 223-9720

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

33. Integration; Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

34. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

35. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

36. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

37. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

38. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

CITY OF JURUPA VALLEY

By:  Date: 12/1/21
Dr. Kurt Wilson
Executive Director

By: _____ Date: _____
Rod Butler
City Manager

Approved to Form:


By:  Date: 11/23/2021
Steven C. DeBaun
General Counsel

EXHIBIT “A”

SCOPE OF WORK

SCOPE OF WORK:

The project phases to be funded under this agreement will be PA&ED and PS&E only.

Funding for other phases of work will be completed at a future date by an addendum or a separate agreement.

The City of Jurupa Valley is proposing to close the gap on Cantu Galleano Ranch Road between Bellegrave Avenue and roughly .31 miles west (the existing terminus of Cantu Galleano Ranch Road). The extended roadway will continue the existing roadway section, two lanes in each direction and a painted center median. Improvements will include grading, paving, curb and gutter, sidewalk, drainage structures, curb ramps, striping, and potentially a new traffic signal at the new intersection of Cantu Galleano Ranch and Bellegrave.

The PA&ED and PS&E phases will include, but are not limited to, topographic survey and mapping of the existing corridor, records research and utility coordination, geotechnical investigations, traffic/circulation studies, preparation of conceptual plans, CEQA, permitting, and preparation of the final PS&E package.

This project will coordinate improvements with the Bellegrave Avenue project which will be studied concurrently under a separate reimbursement agreement.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$22,000	\$0	\$22,000
PS&E	\$54,000	\$0	\$54,000
RIGHT OF WAY	TBD	TBD	TBD
CONSTRUCTION	TBD	TBD	TBD
TOTAL	\$76,000	\$0	\$76,000

EXHIBIT “A-2”
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	6/30/22	\$22,000	
PS&E	12/30/22	\$54,000	
RIGHT OF WAY	TBD	TBD	
CONSTRUCTION	TBD	TBD	
TOTAL		\$76,000	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit “B-1” into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG’s Executive Director with a copy to WRCOG’s Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-2”.
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits “B-4” and “B-5”. All documentation from the Agency’s contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-3”.
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit “B” and its attachments.
6. Charges for each task and milestone listed in Exhibit “A” shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

"I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT “B-1”
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____ INSERT WRITTEN DOLLAR AMOUNT____) (\$____ INSERT NUMERICAL DOLLAR AMOUNT____) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3) _____

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<i>[__ insert charges __]</i>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
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[__sample__]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed	_____
Title	_____
Date	_____
Invoice No.	_____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
 Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Deputy Executive Director
 ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year) . The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00
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=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
 Name
 Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Deputy Executive Director
 Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective Month/Date/Year .

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
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Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00

Amount Due this Invoice:	\$000,000.00
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I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
 Name
 Title

**EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)**

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
 PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

Attachment D

TUMF Reimbursement Agreement for Bellegrave Avenue

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
 AGREEMENT TO REIMBURSE TUMF FUNDS
 BELLEGRAVE AVE (CANTU-GALLEANO RANCH RD TO VAN BUREN)
 PA&ED AND PS&E**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this ___ day of _____, 2021, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and the City of Jurupa Valley, a California municipal corporation (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study titled “TUMF Nexus Study”, as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for BELLEGRAVE AVE (CANTU-GALLEANO RANCH RD TO VAN BUREN), (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation
- 4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs (“Total Project Cost”) may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit “A” (“Scope of Work”): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit “A”.

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’s payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG’s decision as to the eligibility of one or

more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work. Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG, and the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase, AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY's Local Match Contribution. AGENCY local match funding is not required, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects."

11. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until the earlier of the following: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates Rod Butler, City Manager, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

(a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices

which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

16. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys' fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

17. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

18. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

19. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative,

which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

21. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

23. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

24. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

26. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

27. Time of Essence. Time is of the essence for each and every provision of this Agreement.

28. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

29. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

30. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

31. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

32. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Jurupa Valley
 8930 Limonite Avenue
 Jurupa Valley, California 92509
 Attention: Paul Toor, Director of Public Works/City Engineer
 Telephone: 951-332-6464
 Facsimile: 951-332-6995

If to WRCOG: Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Christopher Gray, Deputy Executive Director
 Telephone: (951) 405-6710
 Facsimile: (951) 223-9720

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

33. Integration; Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

34. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

35. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

36. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

37. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

38. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

**WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS**

CITY OF JURUPA VALLEY

By:  Date: 12/1/21
Dr. Kurt Wilson
Executive Director

By: _____ Date: _____
Rod Butler
City Manager

Approved to Form:


By:  Date: 11/23/2021
Steven C. DeBaun
General Counsel

EXHIBIT “A”

SCOPE OF WORK

SCOPE OF WORK:

The project phases to be funded under this agreement will be PA&ED and PS&E only. Funding for other phases of work will be completed at a future date by an addendum or a separate agreement.

The City of Jurupa Valley is proposing to widen Bellegrave Avenue between Cantu Galleano Ranch Road and Van Buren Boulevard. This project will widen the existing two-lane roadway to four travel lanes, two in each direction, and a painted center median. Additional improvements will include grading, paving, curb and gutter, sidewalk, drainage structures as necessary, curb ramps, striping, and potentially a new traffic signal at the new intersection of Cantu Galleano Ranch and Bellegrave.

The PA&ED and PS&E phases will include, but are not limited to, topographic survey and mapping of the existing corridor, records research and utility coordination, geotechnical investigations, traffic/circulation studies, preparation of conceptual plans, CEQA, permitting, and preparation of the final PS&E package.

This project will coordinate improvements with the Cantu Galleano Ranch Road Gap Closure project which will be studied concurrently under a separate reimbursement agreement.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$40,000	\$0	\$40,000
PS&E	\$100,000	\$0	\$100,000
RIGHT OF WAY	TBD	TBD	TBD
CONSTRUCTION	TBD	TBD	TBD
TOTAL	\$140,000	\$0	\$140,000

EXHIBIT “A-2”
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	6/30/22	\$40,000	
PS&E	12/30/22	\$100,000	
RIGHT OF WAY	TBD	TBD	
CONSTRUCTION	TBD	TBD	
TOTAL		\$140,000	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit “B-1” into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG’s Executive Director with a copy to WRCOG’s Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-2”.
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits “B-4” and “B-5”. All documentation from the Agency’s contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-3”.
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit “B” and its attachments.
6. Charges for each task and milestone listed in Exhibit “A” shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

“I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT “B-1”
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____ INSERT WRITTEN DOLLAR AMOUNT____) (\$____ INSERT NUMERICAL DOLLAR AMOUNT____) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3) _____

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<i>[__ insert charges __]</i>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
-----------------------------------	------------------------------

[__sample__]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed	_____
Title	_____
Date	_____
Invoice No.	_____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
 Western Riverside Council of Governments
 3390 University Avenue; Suite 200
 Riverside, California 92501
 Attention: Deputy Executive Director
 ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year) . The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00 =====
---------------------------------	--------------------------------

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
 Name
 Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
3390 University Avenue; Suite 200
Riverside, California 92501
Attention: Deputy Executive Director
Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective Month/Date/Year .

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00
Amount Due this Invoice:	\$000,000.00
	=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

City of Jurupa Valley

STAFF REPORT

DATE: JANUARY 20, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROD BUTLER, CITY MANAGER
BY: PAUL TOOR, DIRECTOR OF PUBLIC WORKS
SUBJECT: AGENDA ITEM NO. 14.G

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY 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)

RECOMMENDATION:

- 1) That the City Council adopt Resolution No. 2022-03, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, 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

- 2) Authorize the City Manager to record the Notice of Completion; and
- 3) 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
- 4) 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.

BACKGROUND

Tentative Tract Map 36702, was approved by City Council December 5, 2019. The subdivision is a 18 lot single-family residential development located on 10.48 acres. The owner dedicated to public use for street and public utility purposes streets designated as lettered lots on the map. Prior to recording the Final Map, Subdivision Agreements were executed and bonds were provided by the developer to secure required improvements.

ANALYSIS

The developer Stone Ranch, LLC, completed construction of the required improvements for Tract 36702. Staff inspected the improvements for compliance with the approved plans, adopted conditions of approval, the City's Standard Plans and Specifications, and the Municipal Code. All improvements have been constructed and completed to the satisfaction of the City Engineer. The developer is ready to start the one-year warranty period and has requested the improvement bond be reduced to 10% during the warranty period.

The streets now being accepted by this action are shown on the attached map. The Performance Bond and Material and Labor Bond will be reduced to 10%.

The developer provided street centerline ties and monument records. All monuments identified on the map are confirmed.

OTHER INFORMATION

Previous Actions:

- City Council meeting of December 5, 2019: City Council approved Final Tract Map 36702, subdivision agreements, and accepted offers of dedication and improvements bonds.
- City Council meeting of February 6, 2020: City Council approved the replacement of bonds submitted by GID Tiferet 1, LLC (original owner) with those by Stone Ranch, LLC (current owner).

FISCAL IMPACT

The Public Works Department will maintain the public improvements on the streets dedicated to the City and accepted on the map for Tract 36702. Maintenance of the public streets is primarily funded with Gas Tax (revenue from State gas tax). Maintenance of the water and sewer line facilities are the responsibility of Jurupa Community Services District

(JCSD). Right-of-way landscaping maintenance along the public right of way and the water quality basin maintenance will be funded by CFD18-002.

ALTERNATIVES

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

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

Reviewed by:



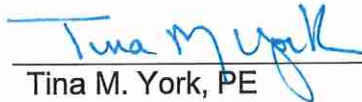
Paul Toor
Director of Public Works

Submitted by:



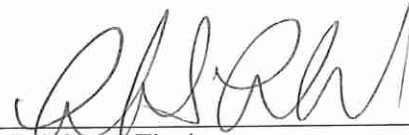
Rod B. Butler
City Manager

Prepared by:



Tina M. York, PE
Development Services Manager

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. Resolution 2022-03
2. Tract Map 36702

**RECORDING REQUESTED
BY AND WHEN RECORDED
MAIL TO:**

City Clerk
City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509-5183

EXEMPT FROM RECORDING FEE PER GOVT. CODE § 6103

RESOLUTION NO. 2022-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ACCEPTING CERTAIN STREETS INTO THE CITY 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

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

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

(a) Tract Map 36702 was recorded by the Riverside County Recorder on December 11, 2019 (“Tract Map”).

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

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

(d) The City Engineer has inspected the Streets and has determined that the Streets and the public improvements related thereto have been satisfactorily completed in accordance with Improvement Plan No. IP18-005, approved by the City Engineer.

Section 2. The City Council hereby accepts the Streets and related drainage and public improvements as described and depicted on Exhibit A into the City-Maintained Street System pursuant to Streets and Highways Code Section 1806.

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

Section 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 20th day of January, 2022.

Chris 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. 2022-03 was duly passed and adopted at a regular meeting of the City Council of the City of Jurupa Valley on the 20th day of January 2022 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 20th day of January, 2022.

Victoria Wasko, City Clerk
City of Jurupa Valley

EXHIBIT A

**STREETS AND RELATED PUBLIC IMPROVEMENTS FOR TRACT 36702
SETTLERS COURT**

NUMBER LOTS: 18
LETTER LOTS: 1
GROSS ACREAGE: 10.48
NET ACREAGE: 9.19

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

TRACT NO. 36702

BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN BY MAP OF THE SUBDIVISION OF THE JURUPA RANCH RECORDED IN BOOK 9, PAGE 26 OF MAPS, SAN BERNARDINO COUNTY RECORDS WHICH LIES NORTHERLY OF THE NORTH RIVERSIDE AND JURUPA CANAL LATERAL NO.2

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS JUNE, 2016

2019-0510845
Original
SHEET 1 OF 5 SHEETS

RECORDER'S STATEMENT

FILED THIS 11th DAY OF December, 2019
AT 1:35 PM. IN BOOK 98 OF MAPS, AT PAGES 98-102
AT THE REQUEST OF THE
CITY CLERK OF THE CITY OF JURUPA VALLEY.
NO: 2019-0510845
FEE \$17.00

PETER ALDANA, ASSESSOR - COUNTY CLERK - RECORDER

BY: Yusuf, DEPUTY

SUBDIVISION GUARANTEE: CHICAGO TITLE INSURANCE COMPANY

OWNER'S STATEMENT

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

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED FOR PUBLIC PURPOSES: LOT "A" (SETTLERS COURT). THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE TITLE FOR PUBLIC PURPOSES: LOT 18 OPEN SPACE, AS SHOWN HEREON. THE DEDICATION IS FOR WATER QUALITY BASIN, DRAINAGE AND TRAIL PURPOSES IN FAVOR OF THE CITY OF JURUPA VALLEY.

WE HEREBY RETAIN THE EASEMENT INDICATED AS PRIVATE DRAINAGE EASEMENT, AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

OWNER:

GID TIFERET 1, LLC

BY:

Joseph Rivani
JOSEPH RIVANI
MANAGER

NOTARY ACKNOWLEDGEMENT

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

STATE OF California
COUNTY OF Los Angeles

ON November 19, 2019 BEFORE ME,

Carlos Velasco
A NOTARY PUBLIC, PERSONALLY APPEARED
Joseph Rivani

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT EXECUTED THE SAME IN HIS/HER/ITS AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ITS 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

Carlos Velasco

SIGNATURE

Carlos Velasco

PRINT NAME

MY COMMISSION NUMBER IS 2188165

MY COMMISSION EXPIRES March 25, 2021

My Principal place of business Los Angeles County

CITY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP 36702 AS FILED, AMENDED, AND APPROVED BY THE COUNCIL ON JULY 13, 2016, THE EXPIRATION DATE BEING JULY 16, 2019, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

Michael D. Myers 11/26/19
MICHAEL D. MYERS, CITY SURVEYOR, RCE 30702



CITY COUNCIL'S STATEMENT

THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES THE TRACT MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES. THE COUNCIL DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES BUT THAT SAID STREETS SHALL NOT BECOME PART OF THE CITY MAINTAINED STREET SYSTEM UNTIL ACCEPTED BY RESOLUTION OF THIS COUNCIL ADOPTED PURSUANT TO SECTION 1806 OF THE STREETS AND HIGHWAYS CODE.

THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES LOT "A" (SETTLERS COURT).

THE OFFER OF DEDICATION IN FEE TITLE FOR PUBLIC PURPOSES, LOT 18 OPEN SPACE, AS SHOWN HEREON, IS HEREBY ACCEPTED. THE DEDICATION IS FOR WATER QUALITY BASIN, DRAINAGE AND TRAIL PURPOSES IN FAVOR OF THE CITY OF JURUPA VALLEY.

DATE: December 5, 2019

CITY OF JURUPA VALLEY,
STATE OF CALIFORNIA

BY: Brian Berkson
BRIAN BERKSON, MAYOR

ATTEST:
CITY CLERK

BY: Victoria Wasko
VICTORIA WASKO, CITY CLERK

SIGNATURE OMISSIONS

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

STEARNS RANCHOS COMPANY AND ITS ASSIGNS, OWNER OF A RIGHT-OF-WAY RESERVED FOR DITCHES AND PIPE LINES, SUCH DITCHES AND PIPE LINE TO FOLLOW THE BOUNDARY LINES OF THE PROPERTY HEREIN DESCRIBED. CANNOT BE LOCATED FROM THE RECORD.

RICOTA ACRES, A PARTNERSHIP, OWNER OF AN EASEMENT FOR WATER PIPELINES TOGETHER WITH THE RIGHT OF ENTRY FOR THE PURPOSES OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, INSPECTING, RENEWING, AND RECONSTRUCTION OF SAID PIPELINES PER INSTRUMENT NO. 8650, RECORDED JANUARY 28, 1969, O.R. RIV. CO.

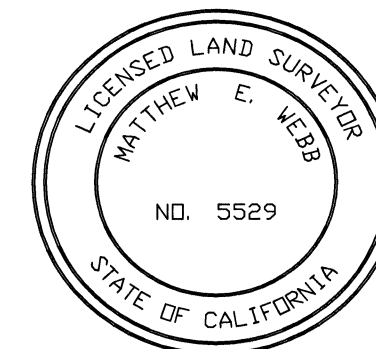
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, A PUBLIC CORPORATION, ITS SUCCESSORS AND ASSIGNS, OWNER OF AN EASEMENT FOR PUBLIC UTILITIES, INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED OCTOBER 29, 1940 AS BOOK 482, PAGE 92, O.R. RIV. CO.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF GLOBAL INVESTMENT AND DEVELOPMENT ON NOVEMBER 30, 2015. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: NOVEMBER 13, 2019

Matthew E. Webb
MATTHEW E. WEBB
L.S. 5529



TAX COLLECTOR'S CERTIFICATE

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

DATE: November 13, 2019
JON CHRISTENSEN, COUNTY TAX COLLECTOR

BY: Jon Christensen, 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 SAID BOARD OF SUPERVISORS.

DATED: _____, 20__

CASH OR SURETY BOND
JON CHRISTENSEN
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

SCHEDULE "B"

SEC. 13., T.2S., R.6W.

W.O. 2015-0370

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

TRACT NO. 36702

BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN BY MAP OF THE SUBDIVISION OF THE JURUPA RANCH RECORDED IN BOOK 9, PAGE 26 OF MAPS, SAN BERNARDINO COUNTY RECORDS WHICH LIES NORTHERLY OF THE NORTH RIVERSIDE AND JURUPA CANAL LATERAL NO. 2.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS JUNE, 2016

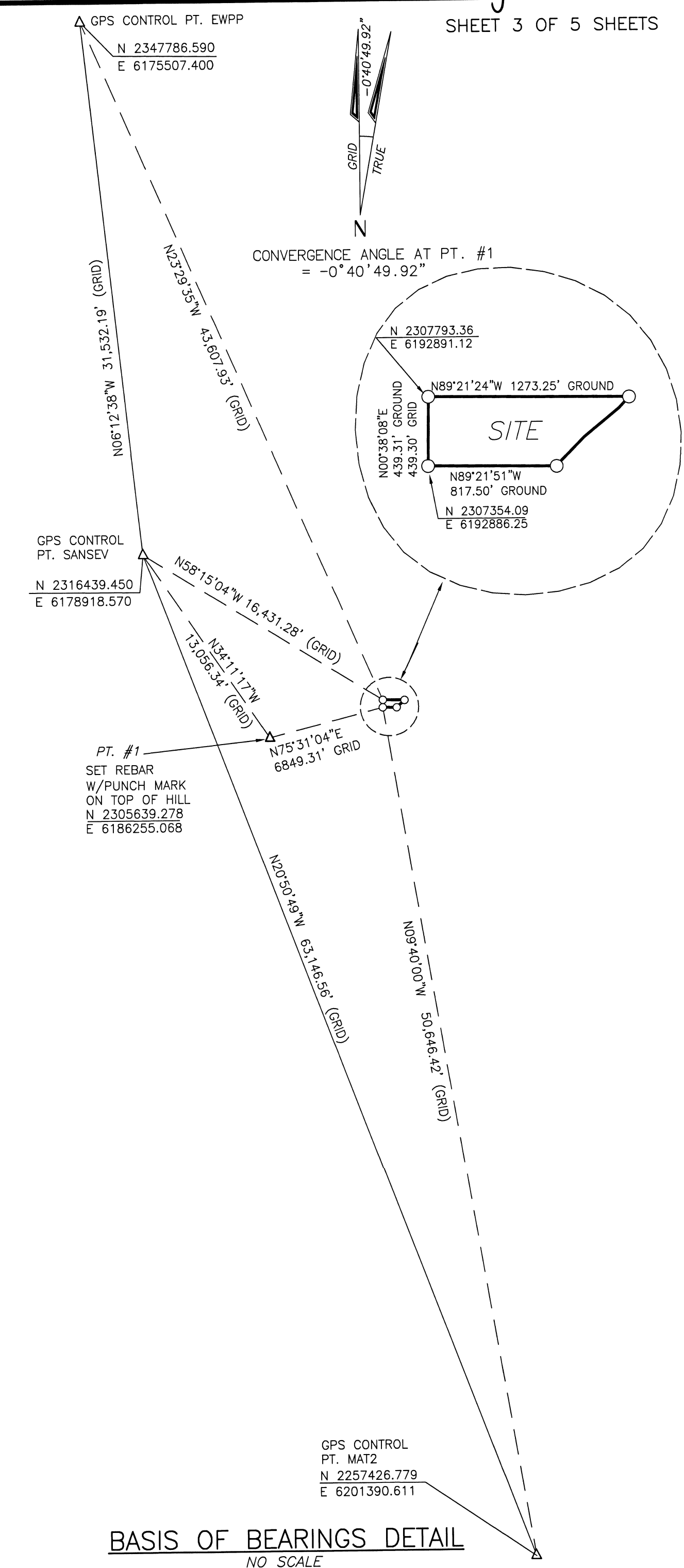
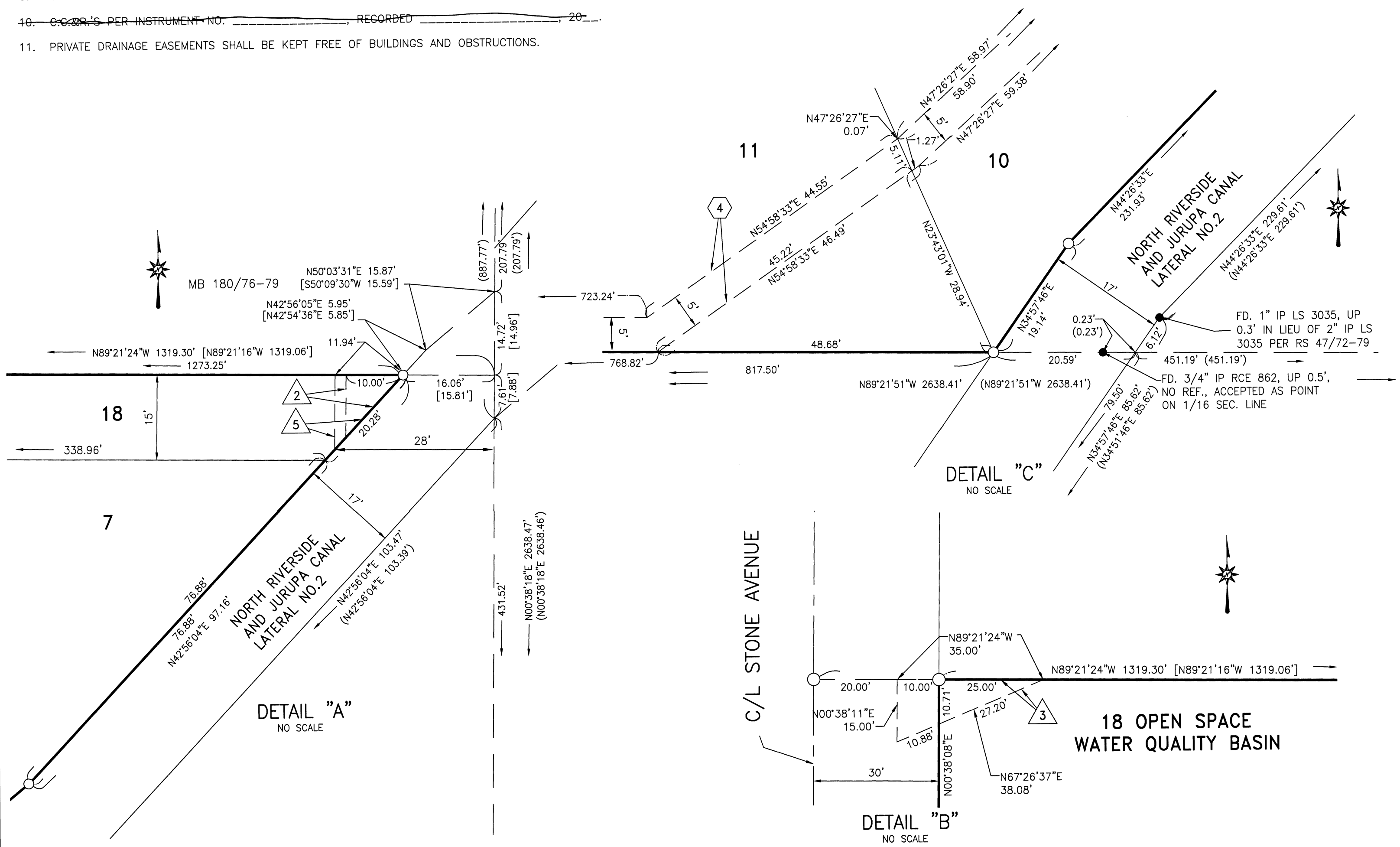
EASEMENT NOTES:

1. A RIGHT-OF-WAY RESERVED TO STEARNS RANCHOS CO. AND ITS ASSIGNS, FOR DITCHES AND PIPELINES, SUCH DITCHES AND PIPELINES TO FOLLOW THE BOUNDARY LINE OF THE PROPERTY HEREIN DESCRIBED. CANNOT LOCATE FROM THE RECORD.
2. AN EASEMENT FOR WATER PIPELINES TOGETHER WITH THE RIGHT OF ENTRY UPON THE DESCRIBED LAND FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, INSPECTING, RENEWING AND RECONSTRUCTION OF SAID PIPELINES TO RICOTA ACRES, A PARTNERSHIP, PER INST. NO. 8650 RECORDED JANUARY 28, 1969, O.R. RIV. CO.
3. AN EASEMENT FOR SLOPE AND DRAINAGE PURPOSES TO THE PUBLIC PER INST. NO. 359827 RECORDED DECEMBER 22, 1987, O.R. RIV. CO.
4. PRIVATE DRAINAGE EASEMENT, RETAINED HEREON. PRIVATE DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.
5. AN EASEMENT FOR PUBLIC UTILITIES, IN INGRESS AND EGRESS AND INCIDENTAL PURPOSES TO METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA PER DEED BOOK 482, PAGE 92, RECORDED OCTOBER 29, 1940, O.R. RIV. CO.

SURVEYOR'S NOTES

BASIS OF BEARINGS IS THE CALIFORNIA STATE PLAN COORDINATE SYSTEM, CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "SANSEV", "EWPP" AND "MAT2" NAD83(NSRS2011) EPOCH 2010 AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID DISTANCES. QUOTED BEARING AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING GROUND DISTANCES BY A COMBINATION FACTOR OF 0.999978669377. CALCULATIONS ARE MADE AT POINT NO. 1 WITH COORDINATES OF N 2305639.278, E 6186255.068 ELEV.=849.86'.

1. INDICATES FOUND MONUMENTS AS NOTED.
2. INDICATES SET 1" IRON PIPE TAGGED "LS 5529", FLUSH, UNLESS OTHERWISE NOTED.
3. SET 1" I.P. TAGGED "LS 5529", FLUSH, AT ALL LOT CORNERS, ANGLE POINTS IN SIDE OR REAR LOT LINES, AND ANGLE POINTS IN SUBDIVISION BOUNDARY.
4. SET LEAD AND TAG "LS 5529", IN TOP OF CURB (RIVERSIDE CO. STD. "E") FOR BCs, ECs, PCCs, PRCs CORNER CUTBACKS PROJECTED PERPENDICULAR OR RADIAL FROM CENTERLINE.
5. SET STEEL PIN AND TAG "LS 5529" ON TOP OF CURB AT ALL SIDE LOT LINES PROJECTED PER RIVERSIDE CO. STD. "E".
6. ALL MONUMENTS SHOWN AS "SET" ARE SET PER RIVERSIDE COUNTY ORDINANCE 461.21, AND IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THIS MAP.
7. () INDICATES RECORD DATA PER PM 235/55-57,
8. [] INDICATES RECORD DATA PER MB 180/76-79.
9. TOTAL AREA OF THE SUBJECT PROPERTY IS 10.48 ACRES.
10. C.C. 22'S PER INSTRUMENT NO. RECORDED
11. PRIVATE DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS.

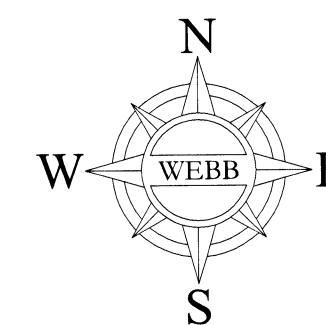


IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, CALIFORNIA

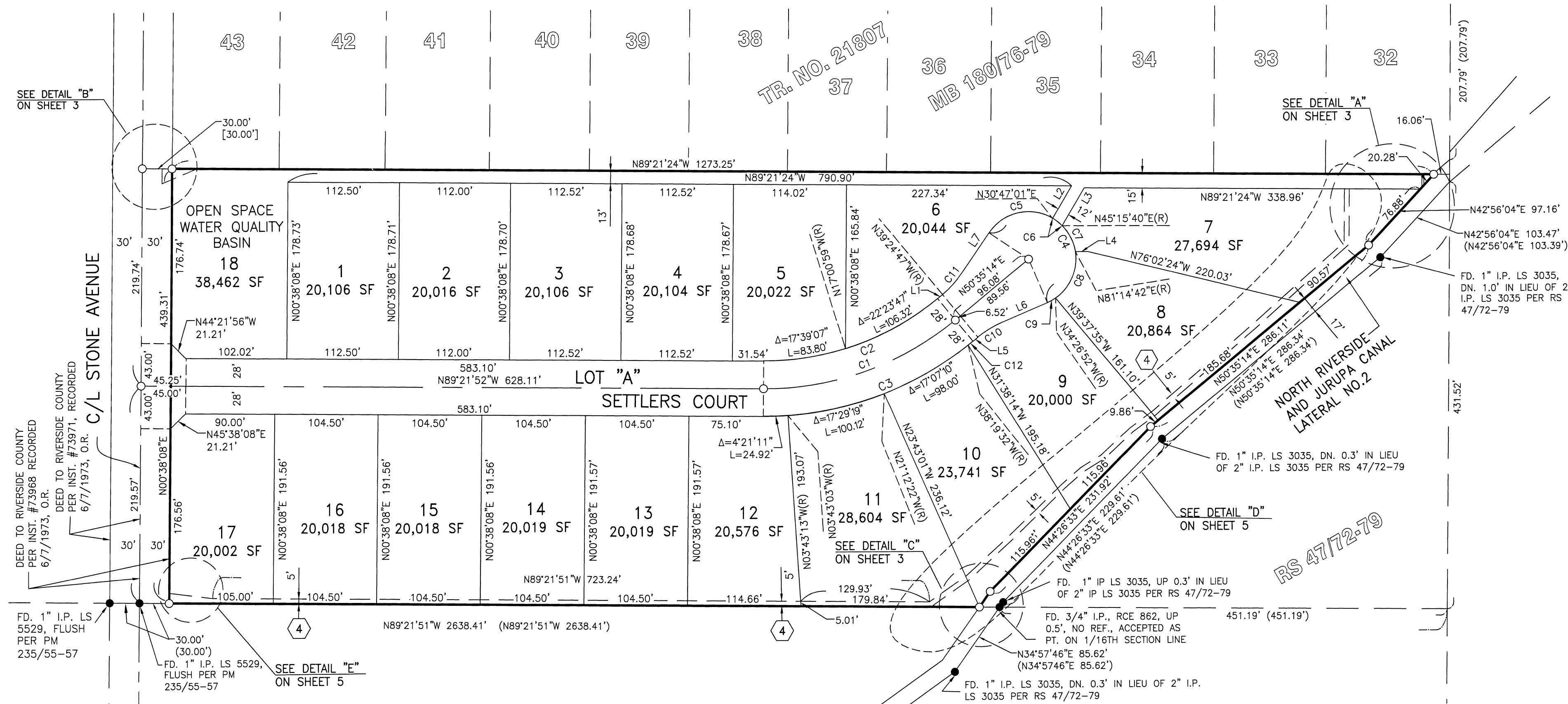
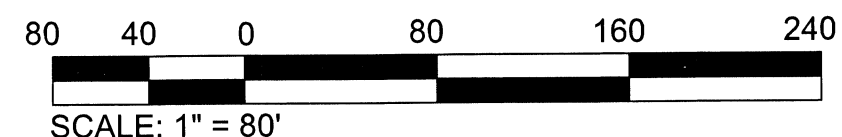
TRACT NO. 36702

BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN BY MAP OF THE SUBDIVISION OF THE JURUPA RANCH RECORDED IN BOOK 9, PAGE 26 OF MAPS, SAN BERNARDINO COUNTY RECORDS WHICH LIES NORTHERLY OF THE NORTH RIVERSIDE AND JURUPA CANAL LATERAL NO.2

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS JUNE, 2016



SEE SHEET 3 FOR BASIS OF BEARINGS,
SURVEYOR'S NOTES AND EASEMENT NOTES.



CURVE DATA TABLE

CURVE #	RADIUS	DELTA	LENGTH	TANGENT
C1	300.00'	40°02'54"	209.69'	109.33'
C2	272.00'	40°02'54"	190.12'	99.13'
C3	328.00'	40°02'54"	229.26'	119.54'
C4	48.00'	212°37'23"	178.13'	164.02'
C5	48.00'	86°30'29"	72.47'	45.16'
C6	48.00'	14°28'39"	12.13'	6.10'
C7	48.00'	35°59'02"	30.15'	15.59'
C8	48.00'	64°18'26"	53.87'	30.17'
C9	48.00'	11°20'47"	9.51'	4.77'
C10	100.00'	16°18'41"	28.47'	14.33'
C11	100.00'	16°18'41"	28.47'	14.33'
C12	328.00'	1°05'14"	6.22'	3.11'

LINE DATA TABLE

LINE #	BEARING	DISTANCE
L1	N50°35'14"E	6.52'
L2	N30°47'01"E(R)	38.10'
L3	N30°47'01"E	44.28'
L4	N90°00'00"E	12.38'
L5	N50°35'14"E	6.52'
L6	N66°53'55"E	50.00'
L7	N34°16'32"E	50.00'

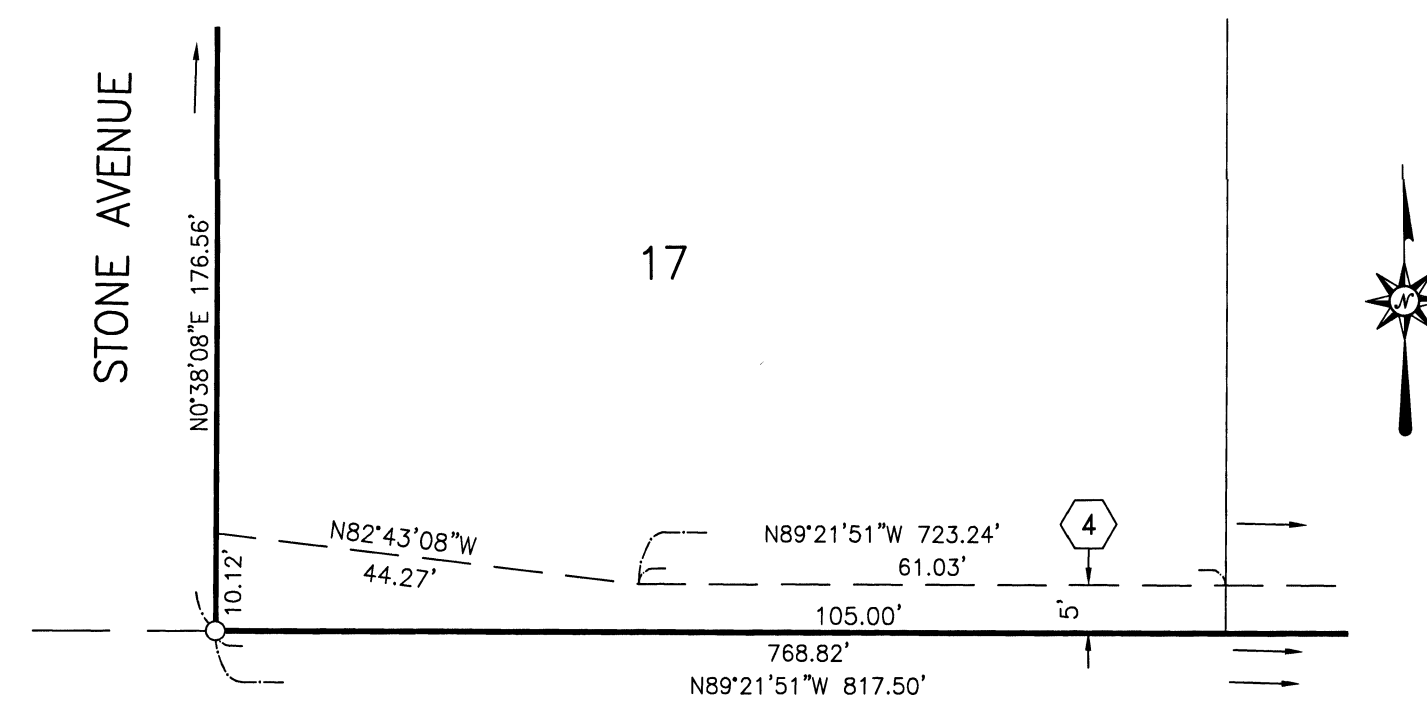
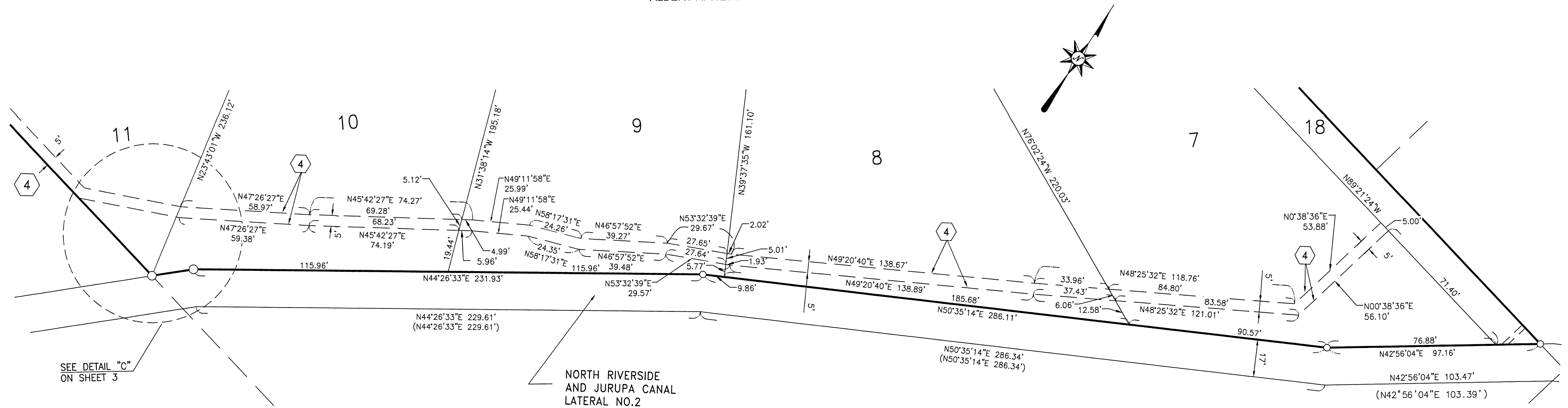
IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, CALIFORNIA

TRACT NO. 36702

BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, AS SHOWN BY MAP OF THE SUBDIVISION OF THE JURUPA RANCH RECORDED IN BOOK 9, PAGE 26 OF MAPS, SAN BERNARDINO COUNTY RECORDS WHICH LIES NORTHERLY OF THE NORTH RIVERSIDE AND JURUPA CANAL LATERAL NO.2

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS JUNE, 2016

SEE SHEET 3 FOR BASIS OF BEARINGS, SURVEYOR'S NOTES AND EASEMENT NOTES.



City of Jurupa Valley

STAFF REPORT

DATE: JANUARY 20, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

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

SUBJECT: AGENDA ITEM NO. 14.H

APPROVAL OF COOPERATIVE AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY, PYRITE INVESTMENTS, LLC, AND THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR CONSTRUCTION AND MAINTENANCE OF PYRITE CHANNEL - STAGE 6 (LOCATED AT PYRITE STREET AND MISSION BOULEVARD (APNS: 171-020-002)

RECOMMENDATION

- 1) That the City Council approve the cooperative agreement with the Riverside County Flood Control and Water Conservation District (District) and Pyrite Investments, LLC (Developer) and authorize the Mayor to sign the agreement.

BACKGROUND

As a condition of approval, the Developer of MA 20035 must construct certain flood control facilities in order to provide flood protection and drainage for their project and surrounding development.

ANALYSIS

The Developer and the District are proposing an agreement for the construction of flood control facilities in order to provide the required flood protection for the development. The proposed construction includes large diameter pipes (District Facilities) which will be owned and maintained by the District and which will outlet to existing District facilities (Pyrite Channel – Stage 6). The Developer and the District will construct all of the necessary facilities. The City will own and maintain the catch basins, connector pipes, and inlets located within the City right of way (identified as “APPURTENANCES” in the cooperative agreement). The City is also party to this agreement as plan review and construction inspection will be conducted by City staff.

The District will calendar the agreement for consideration at the Board of Supervisor's regularly scheduled meeting upon City approval of this agreement. Prior to the start of construction, a surety will be posted with the City for the Developer Facilities and District Facilities for work described in the agreement.

OTHER INFORMATION

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

Previous Actions:

- July 15, 2021 - Jurupa Valley City Council adopted Resolution No. 2021-56 approving MA 20035

FINANCIAL IMPACT


Plan review and inspection fees will be deposited with the City prior to construction of the facilities. The City will be responsible for the maintenance of the catch basins, connector pipes and inlets within the public right of way. There is no financial impact anticipated other than routine cleaning of catch basins and pipes accepted into the City system as part of subdivision improvements. As the project velocities in the pipes are excessive, the catch basin inlet and pipe maintenance annual costs are minimal.

ALTERNATIVES

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

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

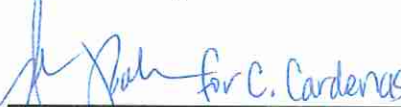
Prepared by:


Octavio Duran Jr.
Assistant City Engineer


Reviewed by:


Paul Toor
Public Works Director/City Engineer

Reviewed by:


Connie Cardenas
Director of Administrative Services

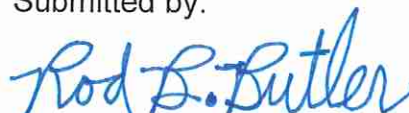
Reviewed by:


Michael Flad
Assistant City Manager

Approved as to form:


Peter M. Thorson
City Attorney

Submitted by:


Rod B. Butler
City Manager

Attachments:

A. Agreement

COOPERATIVE AGREEMENT

Pyrite Channel - Stage 6

Project No. 1-0-00110-6

Parcel Map No. 37890

This Cooperative Agreement ("Agreement"), dated as of _____, is entered into by and between, the Riverside County Flood Control and Water Conservation District, a body politic, ("DISTRICT"), the city of Jurupa Valley, a municipal corporation of the State of California ("CITY"), and PYRITE INVESTMENTS, LLC, a California limited liability company ("DEVELOPER"). DISTRICT, CITY, and DEVELOPER individually referred to herein as "Party" and collectively referred to herein as "Parties". The Parties hereto hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the city of Jurupa Valley ("DEVELOPER PROPERTY"). DEVELOPER has submitted for approval Parcel Map No. 37890 located in the city of Jurupa Valley. Pursuant to the conditions of approval for Parcel Map No. 37890, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

B. DISTRICT is the legal owner of record of certain real property located in the city of Jurupa Valley, within a portion of Parcel Map No. 37890, as identified in Table 1 attached hereto and made part hereof ("DISTRICT PROPERTY"). District owns, operates, and maintains an existing channel as shown on District Drawing No. 1-0292 ("EXISTING CHANNEL") within DISTRICT PROPERTY; and

C. The legal description of Parcel Map No. 37890 is provided in Exhibit "A" attached hereto and made a part hereof; and

D. The required flood control facilities and drainage improvements, as shown on DISTRICT's Drawing No. 1-0748 include the construction of:

- i. Approximately 1,157 lineal feet of underground reinforced concrete box within the alignment of the existing open channel as shown on plans as LINE B, and its associated transition and junction structure and as shown in concept in "blue" in Exhibit "B", attached hereto and made a part hereof, are hereinafter called "PYRITE CHANNEL - STAGE 6". At the upstream terminus, PYRITE CHANNEL - STAGE 6 will convey flows to the existing DISTRICT maintained Pyrite Channel, Stage 2 as shown on District Drawing No. 1-0186; and
- ii. All safety devices requested by DISTRICT staff during the course of project construction and during any final field inspections, including but not limited to concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER's contractor, and subject to DISTRICT's inspection and approval.

E. Together, PYRITE CHANNEL - STAGE 6 and SAFETY DEVICES, are hereinafter called "DISTRICT FACILITIES"; and

F. Associated with the construction of DISTRICT FACILITIES includes the construction of certain inlets, junction structures, curbs and gutters, manholes, catch basins, and various lateral storm drains within CITY right of way that are thirty-six inches (36") of less in diameter, hereinafter called "CITY's FACILITIES".

G. Associated with the construction of DISTRICT FACILITIES and CITY's FACILITIES includes the construction of certain inlets, junction structures, curbs and gutters,

manholes, catch basins, and various lateral storm drains within DEVELOPER right of way that are thirty-six inches (36") of less in diameter, hereinafter called "DEVELOPER FACILITIES". DEVELOPER FACILITIES shall be subsequently owned and maintained by the property owner(s) of Parcel Map No 37890.

H. Together, DISTRICT FACILITIES and CITY's FACILITIES are hereinafter called "PROJECT"; and

I. DEVELOPER and CITY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES. Therefore, DISTRICT must review and approve DEVELOPER's plans and specifications for PROJECT and subsequently inspect the construction of DISTRICT FACILITIES; and

J. DEVELOPER desires to purchase the fee interest to portions of DISTRICT PROPERTY pursuant to a separate legal instrument ("GRANT DEED AND RESERVATION OF EASEMENT AGREEMENT") identified as all of DISTRICT Parcel No. 1110-7 described and depicted on the legal and plat attached hereto as Exhibit "E" and made a part hereof for the purpose of converting the existing open channel to an underground facility. DISTRICT desires to sell the fee interest in DISTRICT PROPERTY pursuant to GRANT DEED AND RESERVATION OF EASEMENT AGREEMENT, and reserve certain easement rights, including access, which is required for the continued operation and maintenance DISTRICT FACILITIES; and

K. DEVELOPER and DISTRICT desire CITY to accept ownership and responsibility for the operation and maintenance of CITY FACILITIES. Therefore, CITY must review and approve DEVELOPER's plans and specifications for PROJECT and subsequently inspect and approve the construction of CITY FACILITIES; and

L. DISTRICT is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of DISTRICT FACILITIES, and (iii) accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES provided DEVELOPER (a) complies with this Agreement, (b) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications, (c) obtains and conveys to DISTRICT and CITY the necessary rights of way for the inspection, operation and maintenance of DISTRICT FACILITIES and CITY FACILITIES, and (d) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES as set forth herein; and

M. CITY is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold faithful performance and payment bonds submitted by DEVELOPER on behalf of DISTRICT for DISTRICT FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way, and (v) accept ownership and responsibility for the operation and maintenance of CITY FACILITIES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

DEVELOPER shall:

1. Pursuant to the GRANT DEED AND RESERVATION OF EASEMENT AGREEMENT, accept the fee interest to the portions of DISTRICT PROPERTY described

therein. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DEVELOPER has accepted the fee interest to the portions of DISTRICT PROPERTY as described herein.

2. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and submit to DISTRICT and CITY for their respective review and approval.

3. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with i) the review of IMPROVEMENT PLANS, ii) the review and approval of rights of way and conveyance documents, and iii) the processing and administration of this Agreement. Additionally, DEVELOPER shall pay CITY, within thirty (30) days after receipt of periodic billings from CITY, any and all such amounts as are deemed reasonably necessary by CITY to cover CITY's costs associated with i) the review of IMPROVEMENT PLANS, ii) the review and approval of right of way and conveyance documents, and iii) the processing and administration of this Agreement.

4. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable), and notify Contract Services Section, at the time of providing written notice to DISTRICT of intent to start PROJECT construction as set forth in Section I.17., the estimated cost of providing construction inspection for DISTRICT FACILITIES, in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the bonded value of DISTRICT FACILITIES.

5. Grant DISTRICT and CITY, by execution of this Agreement, the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to and performing inspection services for the construction of PROJECT as set forth herein.

6. For portions outside of DISTRICT PROPERTY, secure, at its sole cost and expense, all necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements as may be needed for the construction, inspection, operation and maintenance of PROJECT.

7. Furnish DISTRICT and CITY, at the time of providing written notice to DISTRICT of intent to start PROJECT construction as set forth in Section I.17., or not less than twenty (20) days prior to recordation of the final map for Parcel Map No. 37890 or any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements, as determined and approved by DISTRICT and CITY.

8. Prior to commencing construction, furnish DISTRICT (Attention: Plan Check Section) and CITY with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents include, but are not limited to, those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

9. Provide CITY, upon execution of this Agreement, or not less than twenty (20) days prior to recordation of the final map for Parcel Map No. 37890 as set forth in Section I.17., or any phase thereof, whichever occurs first, with faithful performance and payment bonds in accordance with CITY's municipal code for the estimated cost for construction of DISTRICT

FACILITIES as determined by DISTRICT and of CITY FACILITIES as determined by CITY. The surety, amount and form of the bonds, shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY, respectively. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and CITY as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) days after receiving notice from CITY.

10. Obtain and provide DISTRICT (Attention: Real Estate Services Section), upon DISTRICT approval of IMPROVEMENT PLANS, with duly executed Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the offer(s).

11. Furnish DISTRICT (Attention: Real Estate Services Section), when submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.10., with Preliminary Reports on Title dated not more than thirty (30) days prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.

12. DEVELOPER shall not commence operations until DISTRICT (Attention: Contract Services Section) and CITY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments. Upon approval of IMPROVEMENT PLANS, an original certificate of insurance evidencing the required insurance

coverage shall be provided to DISTRICT. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in Exhibit "C", attached hereto and made a part hereof. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

13. Furnish DISTRICT (Attention: Contract Services Section), upon DISTRICT's approval of IMPROVEMENT PLANS, with a complete list of all contractors and subcontractors to be performing work on PROJECT, including the corresponding license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

14. Furnish DISTRICT (Attention: Contract Services Section), upon DISTRICT's approval of IMPROVEMENT PLANS, with a construction schedule which shall show the order and dates in which DEVELOPER or DEVELOPER's contractor proposes to carry out the various parts of work, including estimated start and completion dates. As construction of PROJECT progresses, DEVELOPER shall update said construction schedule as requested by DISTRICT.

15. Furnish DISTRICT (Attention: Contract Services Section), upon DISTRICT's approval of IMPROVEMENT PLANS, with a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and District Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to

Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and CITY's approval.

16. Furnish DISTRICT (Attention: Plan Check Section) and CITY each with a set of final mylar plans PROJECT plans and assign their ownership to DISTRICT and CITY respectively prior to the start on any portion of PROJECT construction.

17. Notify DISTRICT in writing (Attention: Construction Management Section) after receiving DISTRICT's plan check, administrative, and rights of way clearance for PROJECT construction, with twenty (20) days written notice of intent to start of construction of PROJECT, and include PROJECT's Geotechnical Firm, Concrete Lab/Test Firm, D-Load test forms, Trench Shoring/False Work Calculations, Concrete Mix designs for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT and CITY have issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT.

18. Not permit any change to or modification of DISTRICT and CITY approved IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and CITY.

19. Comply with all Cal/OSHA safety regulations including, but not limited to, regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and CITY employees on the site.

20. Construct or cause to be constructed, PROJECT at DEVELOPER's sole cost and expense, in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

21. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and CITY with written notice that PROJECT construction is substantially complete and request that DISTRICT conduct a final

inspection of DISTRICT FACILITIES and CITY conduct a final inspection of CITY FACILITIES.

22. Upon completion of PROJECT construction, and upon acceptance by CITY of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation, and maintenance, convey, or cause to be conveyed to CITY the flood control easement(s) including ingress and egress, in a form approved by DISTRICT, to the rights of way as shown in concept cross-hatched in black on Exhibit "D", attached hereto and made a part hereof. The easement(s) or grant deed(s) shall be in a form approved by both DISTRICT and CITY and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).

23. At the time of recordation of the conveyance document(s) as set forth in Section I.22., furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value as determined by DISTRICT for each easement parcel to be conveyed to DISTRICT; or (ii) one hundred percent (100%) of the estimated value as determined by DISTRICT for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), except those which in the sole discretion of DISTRICT are acceptable.

24. Accept ownership, sole responsibility and all liability whatsoever for the operation and maintenance of DEVELOPER FACILITIES. Additionally, DEVELOPER shall accept ownership, sole responsibility and all liability whatsoever for the operation and maintenance of DISTRICT FACILITIES and CITY FACILITIES until such time as (i) DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT

FACILITIES, and (ii) CITY accepts ownership and responsibility for operation and maintenance of CITY FACILITIES.

25. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (Attention: Construction Management Section), with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer, (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record, and (iii) a redlined "record drawings" copy of PROJECT plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT's office; after which, the engineer shall review, stamp and sign the original DISTRICT FACILITIES engineering plans "record drawings".

26. Ensure that all work performed pursuant to this Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable laws and regulations including, but not limited to, all applicable provisions of the Labor Code, Business and Professions Code and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

27. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees shall be computed as costs and included in any judgment rendered.

SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.
2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.
3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.
4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.10.
5. Grant DEVELOPER the right to construct within DISTRICT PROPERTY upon the issuance of the Notice to Proceed to commence construction of PROJECT by DISTRICT and CITY as set forth in Section I.17.
6. Grant CITY, by execution of this Agreement, the right to inspect PROJECT within DISTRICT PROPERTY.
7. Inspect construction of DISTRICT FACILITIES.
8. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents, and the processing and administration of this Agreement.
9. Keep an accurate accounting of all DISTRICT construction inspection costs and within forty-five (45) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit as set forth in

Section I.4. exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.

10. Provide DISTRICT with a reproducible duplicate copy of "record drawings" of DISTRICT FACILITIES plans upon (i) DISTRICT acceptance of PROJECT construction as being complete, and (ii) DISTRICT receipt of stamped and signed "record drawing" of DISTRICT FACILITIES plans as set forth in Section I.25.

11. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and, in the sole discretion of DISTRICT, DISTRICT FACILITIES is not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

12. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.21., (ii) DISTRICT acceptance of PROJECT construction as being complete; (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans as set forth in Section I.25., (iv) recordation of all conveyance documents described in Section I.23., (v) DISTRICT FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT, and (vii) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

13. Provide CITY with a reproducible duplicate copy of "record drawings" of constructed DISTRICT FACILITIES along with a written notice that PROJECT is complete and requesting CITY to release bonds held for DISTRICT FACILITIES upon (i) DISTRICT acceptance of PROJECT construction as being complete, and (ii) DISTRICT receipt of stamped and signed "record drawing" of DISTRICT FACILITIES plans as set forth in Section I.25.

SECTION III

CITY shall:

1. Review IMPROVEMENT PLANS and approve when CITY has determined that such plans meet CITY standards and are found acceptable to CITY prior to the start of PROJECT construction.
2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER as set forth in Section I.9., and hold said bonds as provided herein. CITY shall not release said bonds until DISTRICT provides CITY with a reproducible duplicate copy of "record drawings" and written notification as set forth in Section II.13
3. Inspect PROJECT construction.
4. Consent, by execution of this Agreement, to the recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.
5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT FACILITIES, and convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT FACILITIES.
6. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way.
7. Upon completion of PROJECT construction, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to DISTRICT the flood control easement(s) including ingress and egress, to the rights of way as shown on Exhibit "D".

8. Accept ownership and sole responsibility for the operation and maintenance of CITY'S FACILITIES upon DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance.

9. Upon DISTRICT and CITY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION IV

It is further mutually agreed:

1. All construction work involved with PROJECT shall be inspected by DEVELOPER, DISTRICT and CITY but shall not be deemed complete until DISTRICT and CITY mutually agree in writing that construction is completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

2. CITY and DEVELOPER personnel may observe and inspect all work being done on DISTRICT FACILITIES but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of PROJECT.

3. DEVELOPER shall commence construction of PROJECT within twelve (12) consecutive months after execution of this Agreement. It is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. In which case,

CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred, in an amount not to exceed the penal sum of any and all bonds received by CITY from DEVELOPER's surety.

4. If DEVELOPER fails to commence construction of PROJECT within nine (9) months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.17. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT.

5. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) days of receipt of DEVELOPER's complete written notice of intent to start of construction of PROJECT as set forth in Section I.17.; however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

6. In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience, and upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.4. exceeds Ten Thousand Dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to

eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of Ten Thousand Dollars (\$10,000) shall be retained on account.

7. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless otherwise approved in writing by DISTRICT and CITY. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written request for permission from DISTRICT and CITY to work the additional hours. The request shall be submitted to DISTRICT and CITY at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT and CITY at their sole discretion and shall be final. If permission is granted by DISTRICT and CITY, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including any amendments thereto, of the County of Riverside.

8. DEVELOPER shall indemnify and hold harmless DISTRICT, the County of Riverside, CITY its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of DEVELOPER, its officers, employees, subcontractors, 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 DEVELOPER, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement.

DEVELOPER 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 Indemnitees in any claim or action based upon such alleged acts or omissions.

9. With respect to any action or claim subject to indemnification herein by DEVELOPER, DEVELOPER shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, compromise any such claim without the prior consent of DISTRICT, the County of Riverside or CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER's indemnification obligations to Indemnitees as set forth herein; and, provided further, no settlement on behalf of CITY that would impose construction, maintenance or other obligations on CITY beyond those described in this Agreement shall be effective unless, and until, the settlement agreement is agreed to in writing by the City Manager on behalf of CITY.

10. DEVELOPER's obligation hereunder shall be satisfied when DEVELOPER has provided to DISTRICT, the County of Riverside and CITY the appropriate form of dismissal relieving DISTRICT, the County of Riverside or CITY from any liability for the action or claim involved.

11. The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER's obligations to indemnify and hold harmless Indemnitees from third Party claims.

12. In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve DEVELOPER from indemnifying Indemnitees to the fullest extent allowed by law.

13. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, the County of Riverside and CITY (including their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions, or suits of any kind arising out of any liability, known or unknown, present or future, including but not limited to any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release by DEVELOPER of DISTRICT, County of Riverside, or CITY, their officers, agents and employees from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of PROJECT, after the acceptance of PROJECT by CITY.

14. Any waiver by any Party hereto of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any Party hereto to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping such Party from enforcement hereof.

15. Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

To DISTRICT: RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Contracts Services Section

To CITY: CITY OF JURUPA VALLEY
8930 Limonite Avenue
Jurupa Valley, CA 92509
Attn: Paul Toor

To DEVELOPER: PYRITE INVESTMENTS, LLC.
a CALIFORNIA LIMITED LIABILITY COMPANY
2005 Winston Court
Upland, CA 91784
Attn: Wesley Fifield, President

16. This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

17. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

18. This Agreement is the result of negotiations between the Parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

19. The rights and obligations of DEVELOPER shall inure to and be binding upon all heirs, successors and assignees.

20. In the event DEVELOPER sells Parcel Map No. 37890, DEVELOPER shall notify DISTRICT and CITY of any such transfer or assignment in writing no later than 30 days from the date of the sale. DEVELOPER expressly understands and agrees that it shall remain

liable with respect to any and all of the obligations and duties in this Agreement until DISTRICT, CITY, DEVELOPER and the new owner(s) of Parcel Map No. 37890 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations hereunder to the new owner(s) of Parcel Map No. 37890.

21. The individual(s) executing this Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute this Agreement, and have been authorized to do so by all boards of directors, legal counsel, and/or any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering into this Agreement.

22. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

23. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____
JASON E. UHLEY
General Manager-Chief Engineer

By _____
JEFF HEWITT, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By _____
SHELLIE CLACK
Chief Deputy County Counsel

By _____
Deputy

(SEAL)

[Signed in Counterpart]

Cooperative Agreement:
Pyrite Channel - Stage 6
Project No. 1-0-00110-6
Parcel Map No. 37890
AK:blm
09/13/21

RECOMMENDED FOR APPROVAL:

CITY OF JURUPA VALLEY

By _____
ROD BUTLER
City Manager

By _____
LORENA BARAJAS
Mayor

APPROVED AS TO FORM:

ATTEST:

By _____
PETER M. THORSON
City Attorney

By _____
VICTORIA WASKO
City Clerk

(SEAL)

Cooperative Agreement:
Pyrite Channel - Stage 6
Project No. 1-0-00110-6
Parcel Map No. 37890
AK:blm
09/13/21

PYRITE INVESTMENTS, LLC.
a California limited liability company

By 
WESLEY M. FIFIELD
Manager

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement:
Pyrite Channel - Stage 6
Project No. 1-0-00110-6
Parcel Map No. 37890
AK:blm
09/13/21

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 SAN BERNARDINO }

On December 22, 2021 before me, SESCOBEDO, NOTARY Public
(Here insert name and title of the officer)

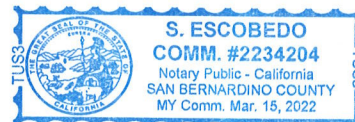
personally appeared WESLEY M FIFIELD,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s)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

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

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Cooperative Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 12-22-2021

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(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.

TABLE 1

Assessor Parcel Number (APN)	DISTRICT's Parcel Number
171020002	1110-7

EXHIBIT "A"

Schedule "A"

The estate or interest in the land hereinafter described or referred to covered by this report is:

A Fee

Title to said estate or interest at the date hereof is vested in:

Pyrite Investments, LLC, a California limited liability company

The land referred to in this report is situated in the City of Jurupa Valley, the County of Riverside, State of California, and is described as follows:

Parcel A:

That portion of [Tract 8](#) of the J. R. Johnston Estate Company, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 7 Page 63 of Maps, Records of Riverside County, California.

Except those portions conveyed to the State of California by Deeds recorded February 11, 1944 as Instrument No. 832 in Book 613 Page 249, of Official Records of Riverside County, California, and [February 8, 1947 as Instrument No. 1029](#) of Official Records of Riverside County, California.

Also except those portions conveyed to the County of Riverside by Deed recorded November 14, 1963 as Instrument No. 120572, in Book 3534 Page 527 of Official Records of Riverside County, California.

Also excepting that portion of said land condemned for highway purposes by Final Decree of Condemnation, a certified copy which was recorded [May 14, 1974 as Instrument No. 57901](#), of Official Records of Riverside County, California.

Also excepting that portion of said land condemned for storm water channel purposes by Final Order of Condemnation, a Certified Copy of which was recorded [July 18, 1975 as Instrument No. 86825](#), of Official Records of Riverside County, California.

Also excepting those portions of said land conveyed to MMI/BDI Riverside Canal Street, LLC, a Delaware Limited Liability Company by Grant Deed recorded on [April 6, 2007 as Instrument No. 2007-233820](#) of Official Records of Riverside County, California.

Also excepting that portion of said land conveyed to Empire Water Corporation, a Nevada Corporation by Grant Deed recorded on [April 22, 2008 as Instrument No. 2008-199762](#) of Official Records of Riverside County, California.

Assessor's Parcel Numbers(s):

1: 171-020-001

2: 171-020-025

3: 171-020-027

EXHIBIT “B”



Cooperative Agreement
Pyrite Channel – Stage 6
Project No.: 1-0-00110-6
Parcel Map No. 37890

EXHIBIT “C”

DISTRICT's Insurance Requirements is as follows:

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the “DISTRICT” herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If DEVELOPER has employees as defined by the State of California, DEVELOPER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER's performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability

EXHIBIT “C”

Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. General Insurance Provisions – All Lines:

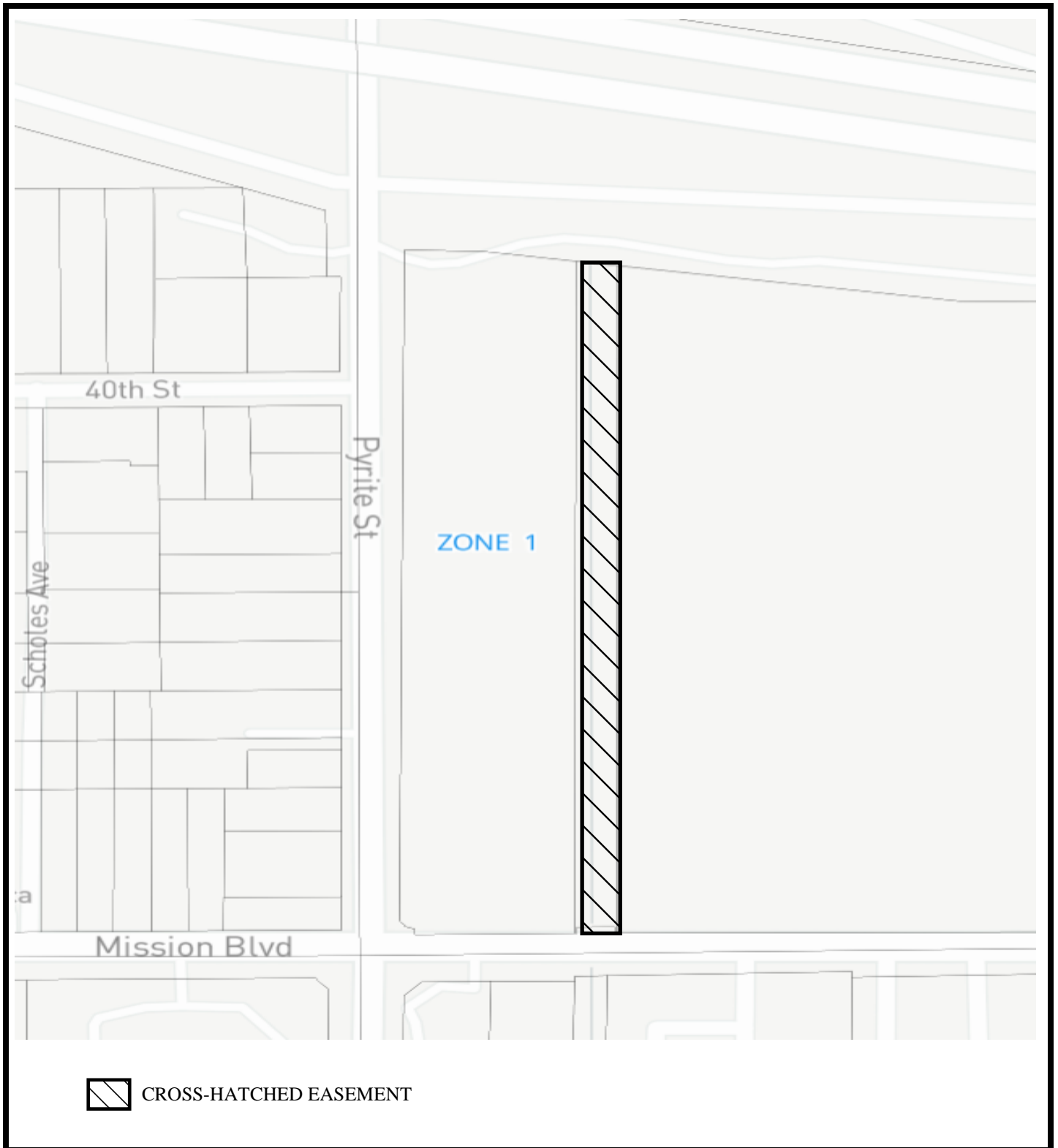
- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, DEVELOPER's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement

EXHIBIT “C”

found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- e. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.
- g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- i. DEVELOPER agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Exhibit “D”



Cooperative Agreement
Pyrite Channel - Stage 6
Project No. 1-0-00110-6

EXHIBIT "E"

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

STORM DRAIN EASEMENT LEGAL DESCRIPTION

BEING A PORTION OF TRACT 8 OF J.R. JOHNSTON ESTATE COMPANY, IN THE CITY OF JURUPA VALLEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 7, PAGE 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF PYRITE STREET AND MISSION BOULEVARD, AS SHOWN ON RECORD OF SURVEY, RECORDED IN BOOK 137, PAGES 99 THROUGH 113, INCLUSIVE, OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE, ALONG SAID CENTERLINE OF MISSION BOULEVARD, SOUTH 89°24'43" EAST 308.89 FEET;

THENCE, LEAVING SAID CENTERLINE, NORTH 00°31'44" EAST 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID MISSION BOULEVARD, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE, CONTINUING NORTH 00°31'44" EAST 1153.40 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY No. 60;

THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 81°36'05" EAST 14.13 FEET TO A POINT ON A LINE, 14.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID LAST CALL;

THENCE, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG SAID PARALLEL LINE, SOUTH 00°31'44" WEST 1151.48 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE;

THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 89°24'43" WEST 14.00 FEET TO THE **POINT OF BEGINNING**.

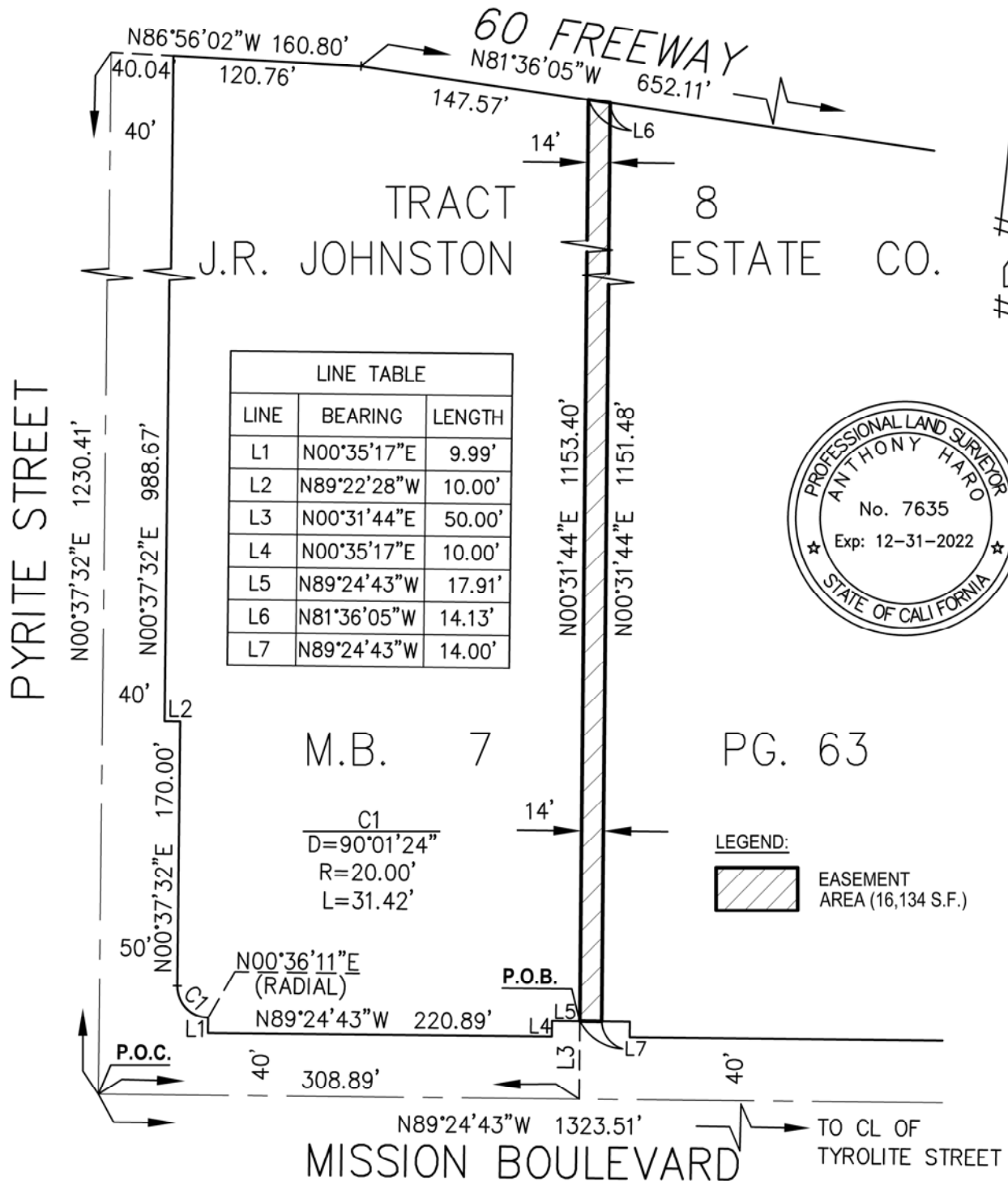
CONTAINING 16,134 SQUARE FEET, MORE OR LESS.

THE ABOVE DESCRIBED REAL PROPERTY IS SHOWN ON THE MAP ATTACHED HERewith AND MADE A PART HEREOF, ENTITLED EXHIBIT "B".

THE ABOVE DESCRIPTION WAS PREPARED BY ME.

ANTHONY HARO, PLS 7635
EXPIRATION DATE: 12/31/2022
JN: 795-2849

EXHIBIT "E"



PREPARED BY:

MADOLE & ASSOCIATES, INC.
Engineering Communities for Life

9302 PITTSBURGH AVE., SUITE 230
RANCHO CUCAMONGA, CA. 91730
PHONE: 909.481.6322
FAX: 909.481.6320

CITY OF JURUPA VALLEY, CALIFORNIA

BEING A PORTION OF THE NORTHEAST
1/4, OF SECTION 12, T. 2S., R. 6W., S.B.M.

THIS PLAT IS SOLELY TO BE USED AS AN AID IN
LOCATING THE PARCEL(S) DESCRIBED IN THE
ATTACHED DOCUMENT. ALL PRIMARY CALLS
ARE LOCATED IN THAT WRITTEN DOCUMENT.

**RCFCD STORM
DRAIN EASEMENT**

J.N.: 795-2849

DATE: 11/16/2021

DRAWN BY: AH

SCALE: 1" = 100'

SHEET: 1 OF 1

City of Jurupa Valley

STAFF REPORT

DATE: JANUARY 20, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

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

SUBJECT: AGENDA ITEM NO. 14.I

AWARD CONSTRUCTION AGREEMENT TO MISSION PAVING AND SEALING, INC. FOR 2021-2022 CITYWIDE SLURRY SEAL, CIP PROJECT NO. 21109

RECOMMENDATION

1. That the City Council approve and award a construction agreement to Mission Paving and Sealing, Inc. in the amount of \$336,217 for the 2021-22 Citywide Slurry Seal Project (Agreement) for the work included in its proposal, and authorize the City Manager to execute the Agreement in substantially the form and format attached and in such final form as approved by the City Attorney; and
2. Authorize the City Manager to execute contract change orders not to exceed 10% of the total agreement, pursuant to requirements set forth in the agreement; and
3. Re-appropriate \$65,000 of RMRA funds from the City's Mission Boulevard Pavement Rehabilitation Project – Ph. 1, Account No. 201.2010.71387, to the Project account to fund the total project costs: and
4. Authorize the City Manager to record the Notice of Completion upon acceptance of the work by the City Engineer.

BACKGROUND

At its meeting of June 17, 2021, the City Council approved the FY 2021-2022 Capital Improvement Plan (CIP). This CIP included the 2021-22 Citywide Slurry Seal Project. This project involves the slurry sealing of all the local neighborhood streets shown on Attachment B.

The scope of work generally consists of the slurry sealing of all identified streets including isolated dig outs, weed kill, crack sealing, and re-striping.

City staff prepared the bid package for the project and the City Engineer approved this bid package on December 9, 2021.

On December 8, 2021, the Notice Inviting Bids was published in The Press Enterprise. The City Clerk also advertised in various online bid-posting services and additional notice was placed on the City's website. The bid package was uploaded to PlanetBids, the City's bid solicitation service provider, where interested bidders could obtain the complete bid document package.

ANALYSIS

Formal bidding procedures were followed in conformance with the Public Contract Code. Six (6) bids were received on December 23, 2021 as summarized below.

All bids were reviewed for accuracy and completeness. Mission Paving and Sealing, Inc. submitted the lowest bid totaling \$336,217 and was verified as the lowest, responsive and responsible bidder.

<u>Bidder</u>	<u>Base Bid</u>
1. Mission Paving and Sealing, Inc.	\$336,217.00
2. American Asphalt South, Inc.	\$353,135.00
3. Pavement Coating Co.	\$353,900.00
4. All American Asphalt, Inc.	\$394,050.00
5. Roy Allan Slurry Seal, Inc.	\$409,512.00
6. Southern California Road Slurry	\$499,182.25
Engineer's Estimate	\$356,000.00

City Public Works/City Engineering Department staff will provide Construction Management (CM) and inspection. This effort will require daily observation of contractor's operations, materials inspection and testing, monitoring compliance with the contract documents including temporary construction traffic control, preparation of monthly progress payment reports, and performance of various administrative activities related to the project. This construction support is estimated to cost \$35,000.

OTHER INFORMATION

Previous Actions:

- None

FINANCIAL IMPACT

The total approved CIP Project Budget for the 2021-22 Citywide Slurry Seal Project is \$350,000 and is funded by the City's Measure 'A' allocation. The budgeted funds are not sufficient for an award of contract and related support services. Approval of this agreement requires that the City Council re-appropriate \$65,000 of RMRA funds from the City's Mission Boulevard Pavement Rehabilitation Project – Ph. 1 (Account No. 201.2010.71387), bringing the total project budget to \$415,000.

The total project costs are as follows:

Project Administration/Bid Package Preparation	\$10,000.00
Construction Contract	\$336,217.00
Contingency (10%)	\$33,000.00
Construction Support Services	\$35,000.00
Total	<u>\$414,217.00</u>

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

ALTERNATIVES


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

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

Prepared by:


Chase Keys, P.E.
CIP Manager

Reviewed by:


Paul Toor
Director of Public Works/City Engineer

Reviewed by:


Connie Cardenas
Administrative Services Director

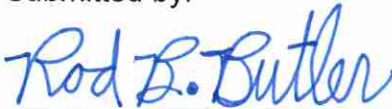
Reviewed by:


Michael Flad
Assistant City Manager

Approved as to form:


Peter Thorson
City Attorney

Submitted by:


Rod Butler
City Manager

Attachments:

- A) Construction Agreement, Project No. 21109
- B) Project Location Map

Attachment A

Construction Agreement, Project No. 21109

AGREEMENT

PROJECT NO. 21109

2021-2022 CITYWIDE SLURRY SEAL

Various Streets

THIS Agreement, made and entered into the _____ day of _____, 2022, by and between the City of Jurupa Valley, a municipal corporation, hereinafter called the "City" and **Mission Paving and Sealing, Inc.** hereinafter called the "Contractor."

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

1. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services, except as otherwise provided in the Plans or Special Provisions, in a good and workmanlike manner for the project identified as **2021-2022 Citywide Slurry Seal** ("Project"), in accordance with this Agreement. The complete Agreement includes all of the Documents as if set forth in full herein, to wit, including the Agreement, any and all Contract Change Orders issued after the execution of the Agreement, Addenda No(s). 1 issued prior to the opening of the Bids, the Special Provisions (which includes the General Provisions and Technical Provisions), the Project Plans, the Standard Plans, the Standard Specification, reference Specifications, the Bidder's Proposal, the Notice Inviting Bids, the Non-Collusion Affidavit, the Faithful Performance Bond, the Labor and Materials Payment Bond and insurance (the "Documents"), all of which are essential parts of the Agreement between City and Contractor and are hereby made a part of this Agreement. In the event of any conflict in the provisions thereof, the terms of said Documents as set forth above shall control, each over the other, in the order provided.
2. Compensation. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **three hundred thirty six thousand two hundred seventeen dollar (\$336,217)**, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under the Documents.
3. Payments. City shall make payments within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days after receipt, and shall explain in writing the reasons why the payment request is not proper.

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

4. Time. The Contractor hereby agrees to commence work pursuant to this Agreement within fourteen (14) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the work, including corrective items of work, day to day thereafter, to completion, within **Forty (40) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).
5. Liquidated Damages. The City and Contractor hereby agree that in case all construction called for under the Agreement is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

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

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

Acceptable insurance coverage shall be from an admitted corporate surety insurer licensed in the State of California, approved by the City, and with a rating of, or equivalent to, A:VII by A.M. Best & Company. Any deviation from this rule shall require specific approval, in writing, from the City. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through addition of additional insured to the policy) by the insurance carrier without the insurance carrier giving the City thirty (30) days prior written notice thereof by certified mail, return receipt requested. The Contractor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

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

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

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

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

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

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

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

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

regarding registration with the Department of Industrial Relations, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

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

All claims arising out of or related to the Agreement or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of “claim” as individually defined therein.
13. Debarred, Suspended or Ineligible Contractors. Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractor pursuant to California Labor Code Section 1777.1 or 1777.7.
14. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make Contractor “financially interested,” as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.
15. Trenching and Excavations. If the project involves trenching more than four (4) feet deep, Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any: material that Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; subsurface or latent physical conditions at the site differing from those indicated; or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. The City shall promptly investigate the conditions, and if

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

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

23. Indemnification. To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Jurupa Valley, and their officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, incidental to, or related to any act, failure to act, error, or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement or the performance or failure to perform any term, provision, covenant, or condition of this Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Contractor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a) or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.
24. Assignment. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.
25. Attorney's Fees. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.
26. Worker's Compensation Insurance. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.
27. Effective Date. The effective date of this Agreement shall be the date of the Award of Contract by the City of Jurupa Valley.

28. Contractor's License. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

***** (SIGNATURE PAGE FOLLOWS) *****

CITY OF JURUPA VALLEY,
Municipal Corporation

BY: _____
Rod Butler, City Manager, City of Jurupa Valley

Date: _____

(Name of Contractor)

License No./
Classification: _____

Expiration Date: _____

Federal I.D. No.: _____

INTERNAL USE ONLY

ATTEST:

Victoria Wasko, C.M.C., City Clerk

APPROVED AS TO LEGAL FORM:

Peter Thorson, City Attorney

Date

RECOMMENDED FOR APPROVAL:

Paul Toor, P.E., City Engineer
(if contract exceeds \$5,000)

Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____
Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

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

General Partners must sign on behalf of the partnership.

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

BOND NO. _____

PREMIUM \$ _____

**FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)**

PROJECT NO. 21109

2021-2022 CITYWIDE SLURRY SEAL

Various Streets

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Jurupa Valley, State of California, known as "City," has awarded to **Mission Paving and Sealing, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager/Mayor, and identified as **Project No. 21109**, is hereby referred to and made a part hereof; and

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

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Jurupa Valley, County of Riverside in the penal sum **three hundred thirty six thousand two hundred seventeen dollar (\$336,217)**, lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

***** (SIGNATURE PAGE FOLLOWS) *****

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 2022.

BIDDER

Contractor

Name: _____

Address: _____

Telephone No.: _____

Print Name: _____

Signature: _____

Approved as to Form this

_____ day of _____ 2022

Peter Thorson
City Attorney
City of Jurupa Valley

SURETY

Name: _____

Address: _____

Telephone No.: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

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

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 21109

2021-2022 CITYWIDE SLURRY SEAL

Various Streets

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Jurupa Valley, State of California, known as "City", has awarded to **Mission Paving and Sealing, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager/Mayor, and identified as **Project No. 21109**, is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Jurupa Valley, County of Riverside, in the penal sum of **three hundred thirty six thousand two hundred seventeen dollar (\$336,217)**, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

***** (SIGNATURE PAGE FOLLOWS) *****

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 2022.

BIDDER

Contractor
Name: _____

Address: _____

Telephone No.: _____

Print Name: _____

Signature: _____

Approved as to Form this

_____ day of _____ 2022

Peter Thorson
City Attorney
City of Jurupa Valley

SURETY

Name: _____

Address: _____

Telephone No.: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

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

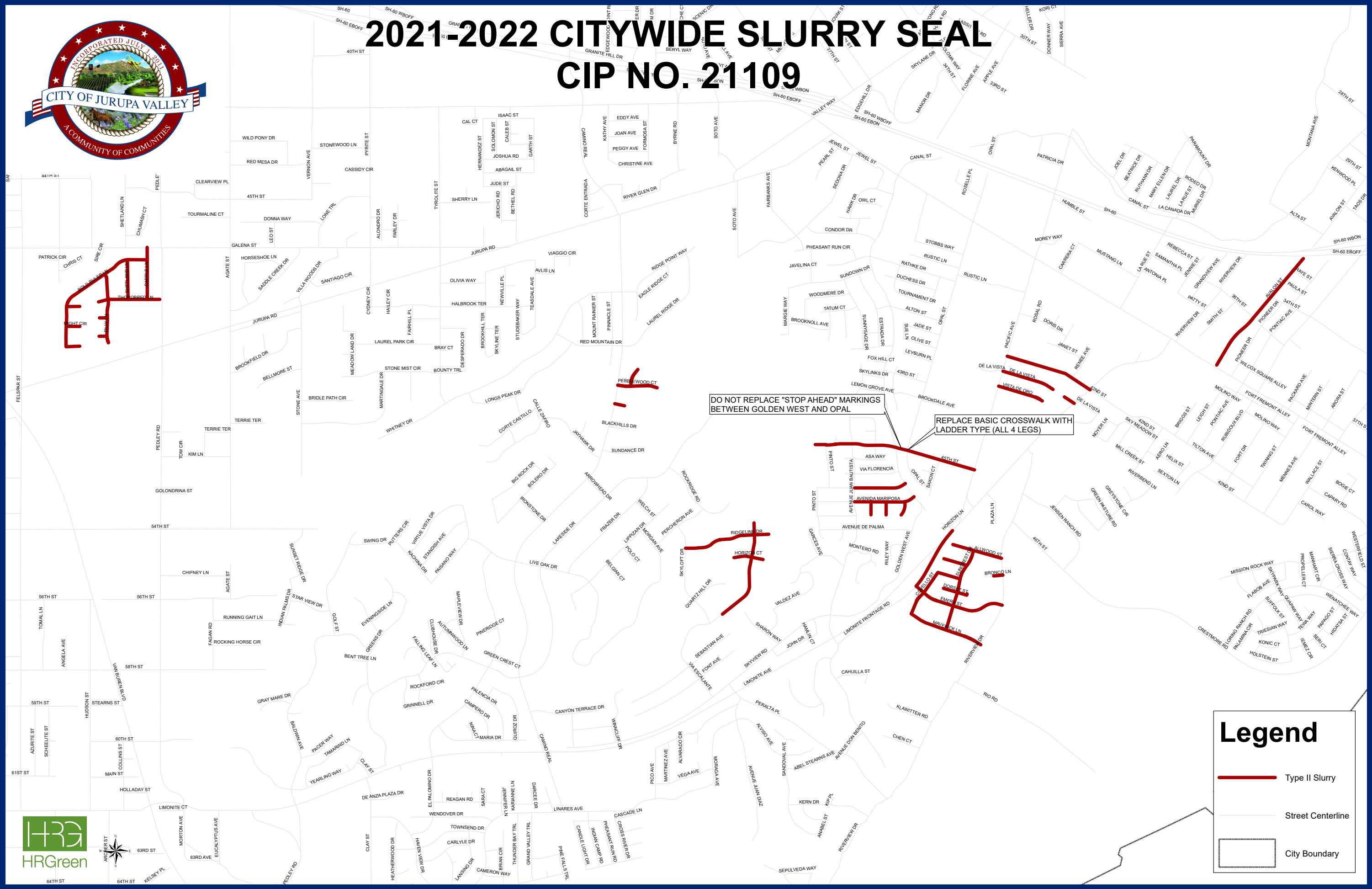
Attachment B

Project Location Map



2021-2022 CITYWIDE SLURRY SEAL

CIP NO. 21109



DO NOT REPLACE "STOP AHEAD" MARKINGS
BETWEEN GOLDEN WEST AND OPAL

REPLACE BASIC CROSSWALK WITH
LADDER TYPE (ALL 4 LEGS)

Legend

- Type II Slurry
- Street Centerline
- City Boundary



Street Name	From	To	Length	Width	Area	PCI	CulDeSac?
42ND ST	PACIFIC AVE	RIVERVIEW DR	1664	32	53248	84	
45TH ST	OPAL ST	1798' W OPAL ST	1798	40	71920	74	X
45TH ST	PACIFIC AVE	OPAL ST	1275	37	47175	79	
ALLWOOD ST	430' W SUNCREST DR	SUNCREST DR	430	32	13760	72	X
ALLWOOD ST	SUNCREST DR	RIVERVIEW DR	530	32	16960	72	
AVALON ST	34TH ST	927' N 34TH ST	950	30	28500	84	X
AVALON ST	300' N MISSION BLVD	34TH ST	1300	28	38684	74	
AVALON ST	MISSION BLVD	300' N MISSION BLVD	300	36	10800	80	
AVE MICHAELINDA	AVE JUAN BAUTISTA	GOLDEN WEST AVE	983	32	31456	75	
AVENIDA MARIPOSA	AVE JUAN BAUTISTA	GOLDEN WEST AVE	1114	32	35648	73	
BOLD RULER LN	DAPPLE LN	2849' W DAPPLE LN	2849	33	94017	87	X
BONHILL ST	SUNCREST DR	450' W SUNCREST DR	450	33	14850	83	X
BRONCO LN	RIVERVIEW DR	202' W RIVERVIEW DR	202	29	5858	87	X
CADIZ CT	AVENIDA MARIPOSA	281' S AVENIDA MARIPOSA	281	28	7868	80	X
COTTONTAIL CT	CAMINO REAL	180' E CAMINO REAL	180	60	10800	57	X
COVELLO ST	SUNCREST DR	MAVERICK LN	1308	33	43164	86	
DAPPLE LN	THOROBRED LN	GALENA ST	926	36	33336	85	
DE LA VISTA	PACIFIC AVE	982' E PACIFIC AVE	982	33	32406	78	
DE LA VISTA	264' NW RIVERVIEW DR	RIVERVIEW DR	264	29	7656	77	
DORADO CT	AVENIDA MARIPOSA	261' S AVENIDA MARIPOSA	261	28	7308	79	X
DORSET ST	210' E SUNCREST DR	314' W SUNCREST DR	524	29	15196	86	X
EMERY ST	LIMONITE FRONTAGE RD	RIVERVIEW DR	1733	33	57189	78	
FILLY LN	BOLD RULER LN	1324' S BOLD RULER LN	1324	34	45016	78	X
FIREBIRD CT	PEBBLEWOOD CT	345' N PEBBLEWOOD CT	345	32	11040	74	X
FIREBIRD CT	PEBBLEWOOD CT	345' N PEBBLEWOOD CT	345	32	11040	74	X
HORIZON CT	VIA ESCALANTE	HORIZON CT	337	32	10781	73	
HORIZON CT	VIA ESCALANTE	HORIZON CT	219	32	6993	87	
LIMONITE FRONTAGE RD	EMERY ST	LIMONITE AVE	772	17	13124	74	
MARE CIR	FILLY LN	160' W FILLY LN	160	31	4960	74	X
MAVERICK LN	RIVERVIEW DR	COVELLO ST	1392	33	45936	85	
MIGHT CIR	BOLD RULER LN	264' E BOLD RULER LN	264	29	7656	87	X
PEBBLEWOOD CT	CAMINO REAL	740' E CAMINO REAL	740	32	23680	75	X
PEBBLEWOOD CT	CAMINO REAL	740' E CAMINO REAL	740	32	23680	75	X
RASCAL CT	VIA ESCALANTE	RIDGELINE DR	271	32	8660	79	
RIDGELINE DR	VIA ESCALANTE	827' W VIA ESCALANTE	827	33	27291	79	
ROUND TABLE CIR	BOLD RULER LN	257' E BOLD RULER LN	257	30	7710	85	X
SALLY ANN CIR	FILLY LN	160' W FILLY LN	160	32	5120	75	X
SHETLAND LN	THOROBRED LN	BOLD RULER LN	709	34	24106	87	
SUNCREST DR	ALLWOOD ST	MAVERICK LN	1533	33	50589	74	
THOROBRED LN	PEDLEY RD	190' W FILLY LN	1108	30	33240	84	
VIA ESCALANTE	2193' NE SKYVIEW RD	4156' NE SKYVIEW RD	1963	32	62816	80	
VISCAYA CT	AVENIDA MARIPOSA	260' S AVENIDA MARIPOSA	260	28	7280	83	X
VISTA DE ORO	PACIFIC AVE	871' E PACIFIC AVE	871	33	28743	87	

City of Jurupa Valley

STAFF REPORT

DATE: JANUARY 20, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

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

SUBJECT: AGENDA ITEM NO. 14.J

**AWARD OF CONSTRUCTION AGREEMENT TO HARDY & HARPER, INC.
FOR 2021-2022 CDBG – OLD MIRA LOMA PAVEMENT REHABILITATION
– PH. 1, CIP PROJECT NO. 21102**

RECOMMENDATION

1. That the City Council approve and award a construction agreement to Hardy & Harper, Inc. in the amount of \$810,000 for the 2021-22 CDBG – Old Mira Loma Pavement Rehabilitation Project – Ph. 1 (Agreement) for the work included in its proposal, and authorize the City Manager to execute the Agreement in substantially the form and format attached and in such final form as approved by the City Attorney; and
2. Authorize the City Manager to execute contract change orders not to exceed 10% of the total agreement, pursuant to requirements set forth in the agreement; and
3. Re-appropriate \$53,000 of RMRA funds from the City's Mission Boulevard Pavement Rehabilitation Project – Ph. 1, Account No. 201.2010.71387, to the Project account to fund the total project costs: and
4. Authorize the City Manager to record the Notice of Completion upon acceptance of the work by the City Engineer.

BACKGROUND

At its meeting of June 17, 2021, the City Council approved the FY 2021-2022 Capital Improvement Plan (CIP). This CIP included the 2021-22 CDBG – Old Mira Loma Pavement Rehabilitation Project – Ph. 1. This project involves the rehabilitation or reconstruction of the following streets and limits:

- 48th St. – Martin to Bain
- 50th St. – Etiwanda to Bain

- Martin St. – 50th to Bellegrave
- Troth St. – 50th to Bellegrave
- Marlatt St. – 50th to Bellegrave
- Dodd St. – 50th to Bellegrave

The scope of work generally consists of the grind/overlay of the existing AC pavement with isolated patches requiring complete reconstruction as well as the reconstruction of the existing AC berm.

City staff prepared the bid package for the project and the City Engineer approved this bid package on December 9, 2021.

On December 8, 2021, the Notice Inviting Bids was published in The Press Enterprise. The City Clerk also advertised in various online bid-posting services and additional notice was placed on the City's website. The bid package was uploaded to PlanetBids, the City's bid solicitation service provider, where interested bidders could obtain the complete bid document package.

ANALYSIS

Formal bidding procedures were followed in conformance with the Public Contract Code. Five (5) bids were received on December 23, 2021 as summarized below.

All bids were reviewed for accuracy and completeness. Hardy & Harper, Inc. submitted the lowest bid totaling \$810,000 and was verified as the lowest, responsive and responsible bidder.

<u>Bidder</u>	<u>Base Bid</u>
1. Hardy & Harper, Inc.	\$810,000.00
2. Onyx Paving Company, Inc.	\$865,000.00
3. All American Asphalt, Inc.	\$866,444.00
4. RJ Noble Company	\$1,086,162.25
5. LC Paving & Sealing, Inc.	\$1,126,758.29
Engineer's Estimate	\$997,315.00

City Public Works/City Engineering Department staff will provide Construction Management (CM) and inspection. This effort will require daily observation of contractor's operations, materials inspection and testing, monitoring compliance with the contract documents including temporary construction traffic control, preparation of monthly progress payment reports, and performance of various administrative activities related to the project. This construction support is estimated to cost \$75,000.

OTHER INFORMATION

Previous Actions:

- None

FINANCIAL IMPACT

The total approved CIP Project Budget for the 2021-22 CDBG – Old Mira Loma Pavement Rehabilitation Project – Ph. 1 is \$946,406 and is funded by the City's CDBG infrastructure allocation. The budgeted funds are not sufficient for an award of contract and related support services. Approval of this agreement requires that the City Council re-appropriate \$53,000 of RMRA funds from the City's Mission Boulevard Pavement Rehabilitation Project – Ph. 1 (Account No. 201.2010.71387), bringing the total project budget to \$999,406.

The total project costs are as follows:

Project Administration/Bid Package Preparation	\$32,500.00
Construction Contract	\$810,000.00
Contingency (10%)	\$81,000.00
Construction Support Services	\$75,000.00
Total	<u>\$998,500</u>

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

ALTERNATIVES

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

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

Prepared by:



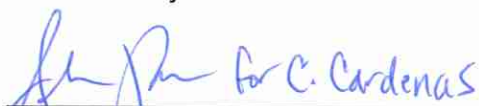
Chase Keys, P.E.
CIP Manager

Reviewed by:



Paul Toor
Director of Public Works/City Engineer

Reviewed by:



Connie Cardenas
Administrative Services Director

Reviewed by:



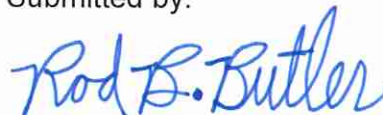
Michael Flad
Assistant City Manager

Approved as to form:



Peter Thorson
City Attorney

Submitted by:



Rod Butler
City Manager

Attachments:

- A) Construction Agreement, Project No. 21102
- B) Project Location Map

Attachment A

Construction Agreement, Project No. 21102

AGREEMENT

PROJECT NO. 21102

2021-22 CDBG – Old Mira Loma Pavement Rehabilitation – Ph. 1

50th St – Etiwanda Ave to Bain St
48th St – Martin St to Bain St
Martin St – 50th St to Bellegrave Ave
Troth St – 50th St to Bellegrave Ave
Marlatt St – 50th St to Bellegrave Ave
Dodd St – 50th St to Bellegrave Ave

THIS Agreement, made and entered into the _____ day of _____, 2022, by and between the City of Jurupa Valley, a municipal corporation, hereinafter called the "City" and _____ hereinafter called the "Contractor."

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

1. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services, except as otherwise provided in the Plans or Special Provisions, in a good and workmanlike manner for the project identified as **2021-22 CDBG – Old Mira Loma Pavment Rehabilitation Project – Ph. 1** ("Project"), in accordance with this Agreement. The complete Agreement includes all of the Documents as if set forth in full herein, to wit, including the Agreement, any and all Contract Change Orders issued after the execution of the Agreement, Addenda No(s). **1** issued prior to the opening of the Bids, the Special Provisions (which includes the General Provisions and Technical Provisions), the Project Plans, the Standard Plans, the Standard Specification, reference Specifications, the Bidder's Proposal, the Notice Inviting Bids, the Non-Collusion Affidavit, the Faithful Performance Bond, the Labor and Materials Payment Bond and insurance (the "Documents"), all of which are essential parts of the Agreement between City and Contractor and are hereby made a part of this Agreement. In the event of any conflict in the provisions thereof, the terms of said Documents as set forth above shall control, each over the other, in the order provided.
2. Compensation. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) in the sum total amount of **eight hundred ten thousand dollars (\$810,000.00)**, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under the Documents.
3. Payments. City shall make payments within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days after receipt, and shall explain in writing the reasons why the payment request is not proper.

A payment shall be made as the City Council of the City prescribes upon estimates approved by the City Council. However, progress payments shall not be made in excess of ninety-five percent (95%) of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the City, and unused. The City shall withhold not less than five percent (5%) of the Agreement price until final completion and acceptance

of the Project. However, at any time after fifty percent (50%) of the work has been completed, if the City Council of the City finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual work completed.

4. Time. The Contractor hereby agrees to commence work pursuant to this Agreement within fourteen (14) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the work, including corrective items of work, day to day thereafter, to completion, within **forty (40) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).
5. Liquidated Damages. The City and Contractor hereby agree that in case all construction called for under the Agreement is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

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

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

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

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

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

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

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

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

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

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

7. Bonds. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Agreement pursuant to Section 9550 of the Civil Code.
8. Contractor's Guarantee. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.
9. Labor Standards and Prevailing Wages. The Contractor shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276, a-5) and the implementation regulations thereof. Contractor shall comply with the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010), incorporated as Exhibit B-1 in Appendix E.

The Contractor acknowledges that work under this contract is subject to the payment of prevailing wages pursuant to Section 1770 and 1773 et seq. of the Labor Code of the State of California, the Director of Industrial Relations (State Prevailing Wages), and the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (Davis-Bacon Act Prevailing Wages). The Contractor to whom the contract is awarded, and all subcontractors under him, shall pay the higher of the Federal or State prevailing wage rate for any given classification employed in the performance of this contract.

The Federal wage decision is the one in effect ten (10) days prior to bid opening; it is available online at: <https://www.wdol.gov/wdol/scafiles/davisbacon/ca.html>. The State wage decision is available online at: <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.

Contractor acknowledges that the applicable Wage Determination for this project is:

General Decision Number: CA20210025 11/11/2021

Modification Number: 16

Date: 11/11/2021

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

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

13. Debarred, Suspended or Ineligible Contractors. Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractor pursuant to California Labor Code Section 1777.1 or 1777.7.

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

14. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code

Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

Contractor shall comply with the Conflict of Interest provisions, as applicable, in accordance with 2 CFR Part 200.112 and 24 CFR Part 570.611 and other federal Conflict of Interest requirements.

15. Trenching and Excavations. If the project involves trenching more than four (4) feet deep, Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any: material that Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; subsurface or latent physical conditions at the site differing from those indicated; or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. The City shall promptly investigate the conditions, and if the City finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor's cost of or the time required for performance of any part of the work, the City shall issue a change order.
16. Utilities. The City acknowledges its responsibilities under Government Code section 4215 and incorporates that section herein by this reference.
17. Location of Existing Elements. The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. Alert and other private underground locating firm(s), utilizing specialized locating equipment and/or hand trenching.
18. Wage and Hour Laws. The Contractor shall, as a penalty, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Agreement for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of California Labor Code Section 1813. As provided for in California Labor Code Section 1810, a legal day's work is 8 hours of labor in any one calendar day.
19. Audits and Records. The Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of four (4) years after final payment under this Agreement.
20. Special Federal Requirements.
 - A. The Contractor does hereby acknowledge that this project will be partially or fully funded with Community Development Block Grant (CDBG) funds [24 CFR 570] and is therefore subject to applicable Federal procurement, labor, environmental, equal opportunity, and other regulations.

- B. Section 3 Compliance: The Contractor hereby acknowledges that this federally-funded project is subject to Section 3 of the *Housing and Urban Development Act of 1968* [12 U.S.C. 1701u and 24 CFR Part 135] and agrees to the following:
- i. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - ii. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - iii. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - iv. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - v. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
 - vi. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under

this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

21. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.
22. Termination. This Agreement may be canceled by the City at any time with or without cause without penalty upon thirty (30) days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.
23. Substitution of Securities. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Jurupa Valley to ensure performance under this Agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Jurupa Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after this Agreement is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300, of the Public Contract Code.
24. Indemnification. To the fullest extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Jurupa Valley, and their officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, incidental to, or related to any act, failure to act, error, or omission of Contractor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement or the performance or failure to perform any term, provision, covenant, or condition of this Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity

provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Contractor shall pay Indemnities for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnities' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a) or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnities. The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnities, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnities.

25. Assignment. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.
26. Attorney's Fees. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.
27. Worker's Compensation Insurance. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Agreement.
28. Effective Date. The effective date of this Agreement shall be the date of the Award of Contract by the City of Jurupa Valley.
29. Contractor's License. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

***** (SIGNATURE PAGE FOLLOWS) *****

CITY OF JURUPA VALLEY,
Municipal Corporation

BY: _____
Rod Butler, City Manager, City of Jurupa Valley

Date: _____

(Name of Contractor)

License No./
Classification: _____

Expiration Date: _____

Federal I.D. No.: _____

INTERNAL USE ONLY

ATTEST:

Victoria Wasko, C.M.C., City Clerk

APPROVED AS TO LEGAL FORM:

Peter Thorson, City Attorney

Date

RECOMMENDED FOR APPROVAL:

Paul Toor, P.E., Director of Public Work / City
Engineer
(if contract exceeds \$5,000)

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____
Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

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

General Partners must sign on behalf of the partnership.

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

BOND NO. _____
PREMIUM \$ _____

**FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)**

PROJECT NO. 21102

2021-22 CDBG – Old Mira Loma Pavement Rehabilitation – Ph. 1

**50th St – Etiwanda Ave to Bain St
48th St – Martin St to Bain St
Martin St – 50th St to Bellegrave Ave
Troth St – 50th St to Bellegrave Ave
Marlatt St – 50th St to Bellegrave Ave
Dodd St – 50th St to Bellegrave Ave**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Jurupa Valley, State of California, known as "City," has awarded to **Hardy & Harper, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager/Mayor, and identified as **Project No. 21102**, is hereby referred to and made a part hereof; and

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

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Jurupa Valley, County of Riverside in the penal sum of **eight hundred ten thousand dollars (\$810,000.00)**, lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

***** (SIGNATURE PAGE FOLLOWS) *****

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 2022.

BIDDER

Contractor

Name: _____

Address: _____

Telephone No.: _____

Print Name: _____

Signature: _____

Approved as to Form this

_____ day of _____ 2022

Peter Thorson
City Attorney
City of Jurupa Valley

SURETY

Name: _____

Address: _____

Telephone No.: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

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

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 21102

2021-22 CDBG – Old Mira Loma Pavement Rehabilitation – Ph. 1

**50th St – Etiwanda Ave to Bain St
48th St – Martin St to Bain St
Martin St – 50th St to Bellegrave Ave
Troth St – 50th St to Bellegrave Ave
Marlatt St – 50th St to Bellegrave Ave
Dodd St – 50th St to Bellegrave Ave**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Jurupa Valley, State of California, known as "City", has awarded to **Hardy & Harper, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager/Mayor, and identified as **Project No. 21102**, is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Jurupa Valley, County of Riverside, in the penal sum of **eight hundred ten thousand dollars (\$810,000.00)**, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

***** (SIGNATURE PAGE FOLLOWS) *****

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 2022.

BIDDER

Contractor
Name: _____

Address: _____

Telephone No.: _____

Print Name: _____

Signature: _____

Approved as to Form this

_____ day of _____ 2022

Peter Thorson
City Attorney
City of Jurupa Valley

SURETY

Name: _____

Address: _____

Telephone No.: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

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

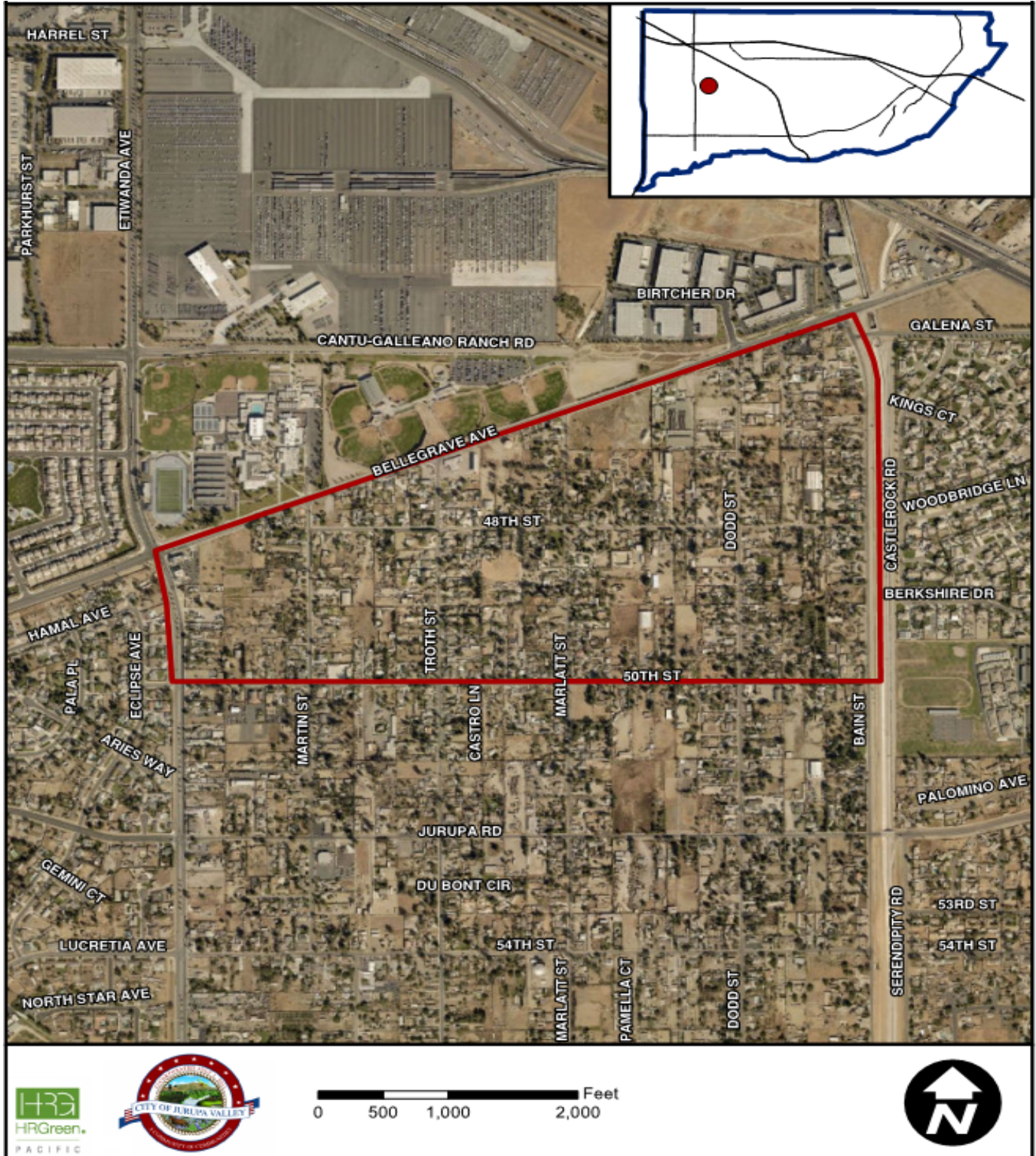
Attachment B

Project Location Map



CAPITAL IMPROVEMENT PROGRAM
FY 2021-2022 TO FY 2025-2026

2021-2022 CDBG - OLD MIRA LOMA PAVEMENT REHABILITATION - PH. 1, 50TH, 48TH,
MARTIN, TROTH, MARLATT, DODD



City of Jurupa Valley

STAFF REPORT

DATE: JANUARY 20, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

SUBJECT: AGENDA ITEM NO. 16.A

PUBLIC HEARING TO CONSIDER A RESOLUTION MAKING CERTAIN FINDINGS RELATED TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY BOLD PROGRAM FOR MONTECITO/HUDSON DEVELOPMENT PROJECTS

RECOMMENDATION

- 1) That the City Council conduct a public hearing regarding the financing of public improvements to be owned by the Jurupa Area Recreation & Park District in connection with the Montecito/Hudson Development Projects through the formation of a community facilities district and the issuance of bonds by the California Municipal Finance Authority; and
- 2) That the City Council adopt Resolution No. 2022-04, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, MAKING A FINDING OF SIGNIFICANT BENEFITS FOR THE FINANCING OF CERTAIN PUBLIC IMPROVEMENTS BY A COMMUNITY FACILITIES DISTRICT TO BE FORMED BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY THROUGH ITS BOND OPPORTUNITIES FOR LAND DEVELOPMENT (BOLD) PROGRAM

BACKGROUND

CMFA is a joint exercise of powers authority, the members of which include numerous cities, counties and other local agencies in the State of California, including the City.

At the request of RC Hobbs (the "Developer"), CMFA has conducted or intends to conduct proceedings under the Mello-Roos Community Facilities Act of 1982 (California Government Code section 53311 et seq.) (the "Mello-Roos Act") to form a Community Facilities District (the "CFD") for the Montecito/Hudson developments as part of CMFA's

Bond Opportunities for Land Development (“BOLD”) program that is intended fund Park District facilities only. Once formed, the CFD will levy special taxes to be paid by the property taxpayers within the CFD. It is expected that the CFD will issue bonds to be secured and repaid by the special tax revenues. The purpose of forming this CFD is to finance certain facilities (the “CFD Improvements”) and/or development impact fees (which fees are used for capital improvements) (the “CFD Fees”).

The use of the BOLD program means that the CMFA and its consultant team will form and approve the CFD. CMFA will use the services of a special tax consultant and administrator to create the special tax formula and administer, levy, and collect the special taxes. CMFA will issue and handle the sale of the CFD bonds and handle continuing disclosure reporting requirements relating to the bonds. Except for the holding of the Hearing, the City will have no involvement in any of the formation of the CFD, the issuance of the bonds, or the CFD administration since the CFD is intended to fund only Park District facilities.

ANALYSIS

Public Hearing and Finding of Public Benefits

CMFA has requested that the City Council hold the Hearing. CMFA’s counsel has indicated that pursuant to Government Code Section 6586.5, prior to the issuance of bonds by CMFA for the financing of these improvements, applicable law requires the City Council to hold a public hearing and make certain required findings of benefit related to the issuance of bonds. Such finding will pertain to only to Park District improvements intended to be financed.

CMFA has provided a copy of the Park District’s resolution, making a finding that the improvements to be financed by the Park District will result in significant public benefit. By adopting the attached resolution at the conclusion of the Hearing, the City Council will make a finding of significant benefits with respect to the financing of the City improvements and the Park District improvements, based on the Hearing and the Park District resolution.

FISCAL IMPACT

There is no fiscal impact. All of the costs and expenses related to the formation, issuance of bonds and ongoing administration for any CFD formed by the BOLD program is the responsibility of CMFA and there is no liability or fiscal impact to the City.

ALTERNATIVES

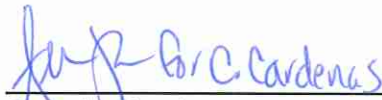
City Council can decide to not make the public benefit finding.

Reviewed 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. 2022-04

RESOLUTION NO. 2022-04

A RESOLUTION MAKING A FINDING OF SIGNIFICANT BENEFITS FOR THE FINANCING OF CERTAIN PUBLIC IMPROVEMENTS BY A COMMUNITY FACILITIES DISTRICT TO BE FORMED BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY THROUGH ITS BOND OPPORTUNITIES FOR LAND DEVELOPMENT (BOLD) PROGRAM

WHEREAS, the California Municipal Finance Authority (the “CMFA”) is a joint exercise of powers authority, the members of which include numerous cities, counties and other local agencies in the State of California (the “State”), including the City of Jurupa Valley (the “City”); and

WHEREAS, at the request of RC Hobbs (the “Developer”), CMFA has conducted or intends to conduct proceedings under the Mello-Roos Community Facilities Act of 1982 (California Government Code section 53311 et seq.) (the “Act”) to form a community facilities district (the “CFD”) to finance certain public facilities and development impact fees used for capital improvements authorized to be financed under the Act (the “CFD Improvements” and the “CFD Fees,” respectively) as part of its Bond Opportunities for Land Development (“BOLD”) program for the Developer’s Montecito (Tract 37893) and Hudson (Tract 37052) projects; and

WHEREAS, CMFA intends to utilize the proceeds of sale of special tax bonds of the CFD to finance some or all of the CFD Improvements and CFD Fees; and

WHEREAS, the CFD Improvements and the public improvements to be financed by the CFD Fees will include parks and other public facilities (together, the “Financed Improvements”) to be owned by the Jurupa Area Recreation and Park District (the “Park District”); and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this resolution at a public hearing (the “Hearing”), which was duly conducted by this City Council concerning the significant public benefits of the BOLD Program and the financing of the Financed Improvements; and

WHEREAS, the governing board of the Park District adopted Resolution No. 2021-52 on October 28, 2021 (the “Park District Resolution”), and made finding that the issuance of bonds by CMFA in connection with the BOLD Program for the financing of the Financed Improvements will provide significant benefit, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and the more efficient delivery of local agency services to residential and commercial development;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jurupa Valley as follows:

Section 1. Based on the Hearing and the Park District Resolution, the City Council hereby finds and declares that the issuance of bonds by the CMFA in connection with the BOLD Program for the financing of the Financed Improvements will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting

and bond issuance costs and the more efficient delivery of local agency services to residential and commercial development within the City.

Section 2. The City Manager and other officers of the City are hereby authorized and directed to take such other actions and execute and deliver such other documents as may be necessary or appropriate to accomplish the purposes of this Resolution.

Section 3. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the CMFA.

PASSED, APPROVED and ADOPTED, by the City Council of the City of Jurupa Valley on this 20th day of January 2022.

Chris 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. 2022-04 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 20th day of January 2022 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 20th day of January 2022.

Victoria Wasko, City Clerk
City of Jurupa Valley

City of Jurupa Valley

STAFF REPORT

DATE: JANUARY 20, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

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. 21009, IMPLEMENTING TRADITIONAL NEIGHBORHOOD DESIGN STANDARDS FOR NEW RESIDENTIAL SUBDIVISIONS THAT EXCEED TWO (2) UNITS PER ACRE

RECOMMENDATION

- 1) That the City Council conduct a first reading and introduce Ordinance No. 2022-01, entitled:

AN ORDINANCE OF THE CITY OF JURUPA VALLEY AMENDING THE JURUPA VALLEY MUNICIPAL CODE CONCERNING TRADITIONAL NEIGHBORHOOD DESIGN STANDARDS AND FINDING AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER SECTION 15061(B)(3) OF THE CEQA GUIDELINES

BACKGROUND

Since the City's incorporation in 2011, the process of approving new single-family residential subdivisions has been a challenge for the City, as many applications have met with opposition from neighboring residents. The principal issue with these proposals has been the relatively large homes on small lots, which sharply contrasts with Jurupa Valley's historical residential subdivision design of one-story homes on large lots and is not consistent with the General Plan Objective to preserve small-town character and equestrian lifestyle of the City.

The City, upon incorporation, adopted the County zoning development standards, which allow for denser urban style single-family development. The public's main objections to new proposals that follow these standards are: 1) existing residential neighborhoods with large lots that allow farm animals and horses will conflict with new residents of more compact urban style neighborhoods; and 2) residents desire Jurupa Valley's small town semi-rural character to be preserved.

Planning Commission Study Sessions

On November 5, 2020, the City Council initiated a code amendment to add design and development standards into the Municipal Code requiring new single-family residential subdivisions that have a density greater than two dwelling units per acre to create traditional neighborhoods that preserve the small town character of the community.

On February 10, 2021, a Planning Commission Study Session was held to review key components of Traditional Neighborhood Design. The Planning Commission expressed its support for the proposed concept noting the concept's compatibility with Jurupa Valley's semi-rural character. The Planning Commission also requested new Traditional Neighborhood Design projects that provide houses at an affordable price. At the conclusion of the Study Session, the Planning Commission provided direction to prepare development standards consistent with Traditional Neighborhood Design and present them for review at a future Study Session.

On September 22, 2021, a second Planning Commission Study Session on Traditional Neighborhood Design was held. The Planning Commission reviewed proposed development standards for the Traditional Neighborhood Design Ordinance. The Commission supported the proposed conceptual design standards and provided the following feedback:

- Favor improving community connectivity by requiring new subdivisions to connect to existing neighborhoods, commercial, schools, parks and similar destinations and providing stub streets to connect to future development.
- Not in favor of requiring subdivision monument signage and entry statements because they make the community appear exclusive; this contrasts with the goals of connectivity and maintaining the City's small town character.

On December 8, 2021, the draft Traditional Neighborhood Design Ordinance was presented to the Planning Commission for consideration. Two residential developers expressed their concern that the recommended development standards are too restrictive and requested consideration of a higher floor-area-ratio (FAR) to be consistent with regional and national development trends. The recommended FAR of .40 is consistent with Traditional Neighborhood Design. Furthermore, with the consideration of potential construction of Accessory Dwelling Units on future single-family subdivisions, a higher FAR could result in very little useable open space on a property and defeats the goals of adopting Traditional Neighborhood Standards. During its deliberation, the Planning Commission supported the recommended development standards because the standards reflect Jurupa Valley's community goals and are not intended to be consistent with regional or national development trends. By a vote of 5-0-0, the Planning Commission recommended that the City Council adopt the proposed Traditional Neighborhood Design Standards. The adopted Planning Commission Resolution is attached as Attachment 3.

ANALYSIS

SB 330 (Housing Crisis Act) Ordinance Modifications

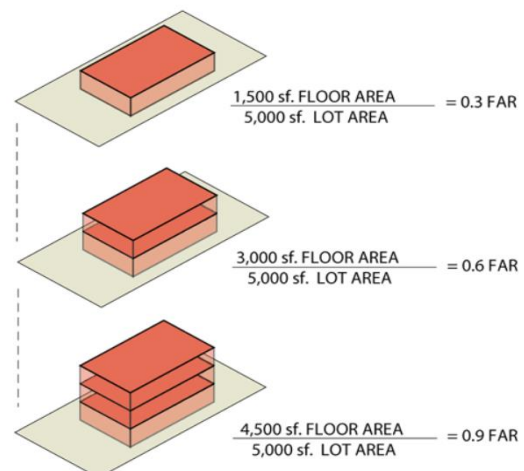
SB 330 prohibits a city from imposing or enforcing any non-objective design standards that were established on or after January 1, 2020. Gov. Code § 66300(b)(1)(C). “Objective design standards” are defined to mean design standards “that involve no personal or subjective judgment by a public official and is uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal of an application.” A recent court case has provided further clarification on how design standards, and whether those standards are objective, may be interpreted by a court. This recent case has prompted the City staff and City Attorney’s office to review the draft Ordinance that the Planning Commission considered on December 8, 2021. Based on this review, it is recommended that minor changes be made to the Traditional Neighborhood Design Ordinance in order to comply with SB 330. The proposed edits do not change the intent of the standards in the draft Ordinance, but rather delete any subjective standards and change any permissive language. Because the proposed changes are not substantial, the Ordinance, with the minor edits, does not require additional review or recommendation from the Planning Commission. The redlined version of the Ordinance is provided in Attachment 2.

The draft Traditional Neighborhood Design Ordinance, as edited, is summarized below.

Section 9.240.550 A Definitions

Three definitions for Building Scale, Floor Area Ratio and Traditional Neighborhood Design are included in the Ordinance that help clarify the intent of the Traditional Neighborhood Design development standards. It also refers to the definition of single-family in Section 9.10. 490, the definition section of the Municipal Code. The three new definitions included in the draft Ordinance are recommended to read as follows:

1. **Building Scale.** The relationship between the mass of a building and its surroundings, including the width of street, open area of the lot, and mass of surrounding buildings. Mass is determined by the three-dimensional bulk of a structure: height, width, and depth.
2. **Floor Area Ratio (FAR).** Is the ratio of a building's total floor area (gross floor area) to the size of the piece of land upon which it is built. FAR is calculated by the following formula: $\text{FAR} = \text{gross floor area} \div \text{lot area}$.



3. Traditional Neighborhood. A detached single-family residential neighborhood with primarily single-story homes proportionately scaled to the lot, with landscaped front yards, generous space between homes, usable private outdoor space, front patios, wide parkways between the street and sidewalk with canopy shade trees, shorter and narrower streets, garages and parking secondary to homes, on street parking, pedestrian and street connections to other neighborhoods, commercial centers, schools, civic buildings and park and recreational spaces.



Example of a Traditional Neighborhood Street

Section 9.240.550 B Purpose and Intent

The purpose and intent for Traditional Neighborhood Design standards are to provide clear guidance to developers to develop detached single-family subdivisions for the City. The purpose and intent section will be used to evaluate new detached single-family residential subdivisions. Design principals for traditional neighborhoods include small affordable homes with a building scale proportional to lot size, including a mixture of traditional architectural styles, narrow interconnected streets to existing and future developments, and unique design features that create neighborhood identity.

Section 9.240.550 C Applicability

Traditional Neighborhood Design standards apply to all single-family detached residential subdivisions that exceed a density of two (2) units per acre. These standards would apply to Medium Density Residential, Medium High Density

These standards will govern nearly all new subdivision proposals as developers usually request densities that are higher than two (2) units per acre. Land use that allows two (2) dwelling units per acre or lower, are not included because the minimum lot size of one half acre results in rural subdivisions, which fit in with the semi-rural small town character of Jurupa Valley.

Traditional Neighborhood Design subdivisions require a Site Development Permit to be processed concurrently with the Tentative Tract or Parcel Map. For projects requesting a deviation from the development standards, City Council approval is



Traditional Neighborhood Development subdivisions must meet all the standards summarized in the table below and be consistent with the purpose and intent under section 9.240.550 B.

Title	Standard	Notes
Subdivision design	Requires the subdivision design be consistent with the traditional neighborhood design purpose and intent section	
Lot Area	The minimum lot area required in the applicable	

Title	Standard	Notes
	zone classification	
Building height	<p>Not to exceed 35 feet and 2 stories. In addition: 2-story houses shall not exceed 25% of the total dwelling units for the subdivision</p> <p>No 2-story dwellings may be on adjacent lots</p> <p>No 2-story dwellings allowed on corner lots</p>	<p>Limitations on 2-story dwellings help maintain a predominately single-story traditional neighborhood design.</p> <p>2-story homes are not allowed to be any larger than single-story homes.</p>
Floor Area Ratio (FAR)	<p>Single-story dwelling: FAR of .40 including dwelling & garage, FAR = gross floor area ÷ lot area</p> <p>2-story dwelling: Ground floor FAR .25 including dwelling and garage, second floor .15 FAR</p>	<p>This ensures that the house size is proportional to the lot size. For example:</p> <p>7,000 sf lot = 2,400 sf house with a 400 sf garage</p> <p>5,000 sf lot = 1,400 sf house with a 400 sf garage</p> <p>3,500 sf lot = 800 sf house with a 400 sf garage</p> <p>When the home is proportionate to the lot, the sale of the property with the home will be more affordable.</p>
Open Space	<p>50% of the lot area is permeable open space.</p> <p>90% of the open space shall be landscaped</p>	Maintains useable open space around the dwelling
Setbacks	<p><u>Front yard</u>: 20 feet, encourages average of a 25-foot setback</p> <p><u>Front yard covered porches</u>: 15 feet, when encroaching in the 20-foot front yard setback covered porch shall be a minimum of 8 feet deep and 100 square feet in area.</p> <p><u>Side yard, interior</u>: 6 feet or 10% of the lot width whichever is greater.</p> <p><u>Side yard, street facing</u>: 10 feet</p> <p><u>Rear yard</u>: 5 feet.</p> <p><u>Garage, attached</u>: 10-foot setback from the front building line of the dwelling when street facing. Side facing attached garages 20-foot minimum front yard setback.</p>	<p>Adds to open parkway along the residential streets</p> <p>Encourages useable front porches and pedestrian use of the parkway</p> <p>Adds to useable open space around the dwelling</p> <p>Allows long driveways to facilitate parking in the driveway without overhanging the sidewalk and large garages setback from the</p>

Title	Standard	Notes
	<u>Garage, detached</u> : Zero rear and interior side yard setbacks when in the rear one half of the lot. 5-foot rear yard if garage door faces an alley.	street
Garages	Garages shall not be street facing unless located in the rear half of the lot	Prevents street facing garages from overwhelming the street scene.
Off-street parking and driveways	2 covered garage spaces per dwelling 45 feet between driveway curb cuts, one curb cut per lot.	Provides two onsite parking spaces and two on street parking spaces between driveways.
Streets	<p><u>Street layout</u>: Required to match existing street patterns and restore connections. Interior streets shall connect to the internal streets of existing, adjacent neighborhoods, schools, commercial, civic and parks.</p> <p><u>Street stub outs</u>: Provide for connections with future subdivisions</p> <p><u>Block length</u>: Maximum of 660 feet</p> <p><u>Right of way</u>: 56 feet local street, 60 feet collector street</p> <p><u>Roadway width</u>: 36 feet local street, 40 feet collector street</p> <p><u>Alley width</u>: Maximum of 20 feet</p> <p><u>Parkway</u>: 10-foot parkway consisting of 5-foot landscape area between the sidewalk and curb.</p> <p><u>Traffic calming features</u>: traffic circles, bulb outs, speed humps etc.</p>	<p>Improves connectivity to existing and future neighborhoods and other uses.</p> <p>Short block length encourages pedestrian connections.</p> <p>Narrower streets slow traffic speeds and are more pedestrian, bike and equestrian friendly</p> <p>Allows room for cars to turn onto the alley</p> <p>Requires traffic calming features to minimize conflicts with pedestrians, equestrians, and bicyclists.</p>

Title	Standard	Notes
Street lighting	Requires street lights Requires exterior lights be directed downward to reduce glare on neighboring properties.	Walkability at night, reducing glare impacts.
Equestrian and pedestrian trails and bicycle lane connections	Requires equestrian and pedestrian trails and bicycle lane connectivity through or adjacent to the single-family residential subdivision.	Improves connectivity
Architecture	Requires architectural styles be consistent with the Architectural Styles Sheet of the Community Development Department. Continue architectural features on all sides of dwelling units visible from a public street	Follows Jurupa Valley historic architectural styles and a diversity of architectural elements, materials and designs so homes each have their own unique qualities.
Landscaping and Walls/Fences	<u>Street trees</u> : One canopy tree per 40 feet of street frontage, minimum 2-inch caliper measured 6 feet above the ground. Trees must be planted in a space appropriate for their mature size and must be located between the sidewalk and the curb. <u>Landscape area</u> : The front setback required to be landscaped and include one 36" box canopy tree, 90% of the required open space area shall be landscaped <u>Natural features</u> : Requires protection of natural features such as natural terrain, mature trees, rock outcroppings, habitat areas and other similar features. <u>Walls and fences</u>	Size of street trees based on height and trunk size rather than box size. Provides for canopy tree lined parkway. Ensures open areas are mostly landscaped. Preserves visual qualities of an area.

Title	Standard	Notes
	<ul style="list-style-type: none"> Decorative masonry, wrought iron, wood, tubular steel, stone or river, rock or vinyl fenceings with a natural wood appearance are permitted. Maximum 6-foot-high walls or fences. When walls or fences are located within a required street side setback, the walls or fences shall be open to view above 42 inches in height. Prohibits chain link, barbed wire or similar type fences. 	
Affordability	Requires subdivisions provide affordable housing requirements consistent with City requirements.	Due to lot size to building size proportionality requirements, smaller homes on smaller lots will provide lower cost housing.

ENVIRONMENTAL REVIEW

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 subdivision regulations, development standards pertaining to Traditional Neighborhood Design standards to 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.

NOTICING REQUIREMENTS

An advertisement for this public hearing was published on December 10, 2021 in the Press-Enterprise Newspaper.

CONCLUSION

To address concerns with development standards inherited from the County that allow subdivisions with large homes on small lots and an urban style development that is inconsistent with the City's values, the City Council initiated a code amendment to create traditional neighborhood subdivision standards. The proposed Traditional Neighborhood Design Ordinance preserves the City's semi-rural small town character. The proposed standards provide clear guidance to develop a detached single-family subdivision with dwellings that are scaled with the lot area, have generous amounts of useable open space, broad landscaped parkways, and short walkable streets that are well connected to other neighborhoods and destination points.

FINANCIAL IMPACT

Staff time will be covered by the Community Development Department budget for Advance Planning projects.

ALTERNATIVES

1. The recommended action: That the City Council conduct a first reading and introduce Ordinance No. 2022-01 in order to amend the Jurupa Valley Municipal Code concerning Traditional Neighborhood Design Standards and finding an exemption from CEQA under Section 15061(b)(3) of the CEQA guidelines.
2. Decline or amend any one or all of the recommended actions.
3. Defer actions and request additional information.

Prepared by:



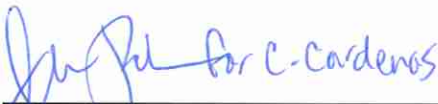
Joe Perez
Community Development Director

Submitted by:



Rod B. Butler
City Manager

Reviewed by:



Connie Cardenas
Administrative Services Director

Reviewed by:



Michael Flad
Assistant City Manager

Reviewed by:



Peter M. Thorson
City Attorney

ATTACHMENTS

1. Ordinance No. 2022-01
2. Redline Ordinance with SB 330 edits
3. Adopted Planning Commission Resolution No. 2021-12-08-03
4. Traditional Neighborhood Design Applicable Area Map
5. Residential Style Sheets

ATTACHMENT 1
Traditional Neighborhood Design Ordinance

ORDINANCE NO. 2022-01

AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING THE JURUPA VALLEY MUNICIPAL CODE CONCERNING TRADITIONAL NEIGHBORHOOD DESIGN STANDARDS, AND FINDING AN EXEMPTION FROM CEQA UNDER SECTION 15061(B)(3) OF THE CEQA GUIDELINES

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

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

(a) At the November 5, 2020 regular City Council meeting, the City Council initiated an amendment to Chapter 9.240 (“General Provisions”) of Title 9 (“Planning and Zoning”) of the Jurupa Valley Municipal Code, to adopt traditional neighborhood design standards for single-family residential neighborhoods (ZCA No. 21009) (the “Zoning Code Amendment”), and requested that the Planning Commission study and report on the proposed Zoning Code Amendment, as set forth in this Ordinance.

(b) On December 8, 2021, the Planning Commission of the City of Jurupa Valley held a public hearing on the proposed Zoning Code Amendment set forth in this Ordinance, at which time all persons interested in the proposed Zoning 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. 2021-12-08-03 recommending that the City Council approve the proposed Zoning Code Amendment.

(c) On January 20, 2022, the City Council of the City of Jurupa Valley held a duly noticed public hearing on the proposed Zoning 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 Zoning 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 Zoning Code Amendment, adopting traditional neighborhood design standards for single-family residential developments, will have a significant effect on the environment. The proposed Zoning 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 Zoning Code Amendment and the proposed CEQA determinations, and

based on its own independent judgment, finds that the Zoning 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 Zoning Code Amendment should be adopted because the proposed Zoning Code Amendment is consistent with the City of Jurupa Valley 2017 General Plan in that:

(a) Land Use Objectives of 2017 General Plan. Consistent with the General Plan Objective to preserve small-town character and equestrian lifestyle, the development standards set forth in the Traditional Neighborhood Design Ordinance require dwellings that are proportionally sized to lot area with useable open space, short walkable streets, architectural styles that are historic to Jurupa Valley, large parkways with sidewalks, connections of roads, sidewalks, trails to other neighborhoods, schools, commercial and other attractions, equestrian path connections, traffic control measures to protect pedestrians, bicyclist, and equestrians and design measures that create unique neighborhoods.

b) LUE 2.1 Residential Development. The standards set forth in the Traditional Neighborhood Design are consistent with the policy by providing clear direction for how new detached residential subdivisions are to be designed.

c) LUE 2.4 Housing Quality and Variety. The standards set forth in the Traditional Neighborhood Design Ordinance allow for the development of a variety of high quality housing types, styles and densities that meet the needs of a range of lifestyles, physical abilities, and income levels in that architecture and design is required to be consistent with traditional neighborhood principles, that require a variety of historic architectural styles, design materials and floor plans and allow different density of houses from large to small-lot subdivisions that will range in cost and affordability and support a variety of housing needs in the city. Further, all Traditional Neighborhood Design subdivisions are required to meet affordability requirements of the Housing Element of the General Plan.

d) LUE 2.5 Connectivity. The standards set forth in the Traditional Neighborhood Design Ordinance require connectivity of the subdivision with existing and future neighborhoods, parks, schools and public areas with internal street connections, bicycle lanes and trails, equestrian trails and sidewalks and pedestrian trails.

e) LUE 2.6 Buffering. Require setbacks set forth in the Traditional Neighborhood Design Ordinance include large useable open space areas that provide a buffer from adjacent uses as well as neighboring houses.

f) LUE 2.7 Reduced Street Widths. The standards set forth in the Traditional Neighborhood Design Ordinance require a maximum block length of 660 feet and 36 foot street improvement width. These shorter and narrower local streets than conventional subdivisions help reduce traffic speeds and conflicts with pedestrians, bicyclists, and equestrians that improve the safety and character of the neighborhood.

g) LUE 2.8 Supportive Uses. The standards set forth in the Traditional Neighborhood Design require new residential subdivisions to connect to recreation, public

commercial or other facilities. The standards encourage shared community spaces, including parks, trails, community gardens, and other recreational and community amenities.

h) LUE 2.9 Design Compatibility. The Traditional Neighborhood Design Ordinance standards require single-family subdivisions to meet traditional neighborhood design principles that include dwellings proportional to lot area, wide-open space, historical Jurupa Valley quality architecture design and materials, and other compatible measures with the city's existing semi-rural residential development patterns.

i) LUE 5.4 Residential Development. The standards set forth in the Traditional Neighborhood Design Ordinance include requirements for connectivity and integration with existing equestrian neighborhoods and preserving the city's semi-rural equestrian lifestyle.

Section 4. Amendment to Chapter 9.240. A new Section 9.240.550 is hereby added to Chapter 9.240, General Provisions, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“Sec. 9.240.550. - Traditional Neighborhood Design

A. *Definitions.* The following terms shall have the following meanings for the purposes of this section:

- (1) *Building scale* means the relationship between the mass of a building and its surroundings, including the width of street, open area of the lot, and mass of surrounding buildings. Mass is determined by the three-dimensional bulk of a structure: height, width, and depth.
- (2) *Floor area ratio* or *FAR* means the ratio of a building's total floor area (gross floor area) to the area of the piece of land upon which it is built. FAR is calculated by the following formula: $FAR = \text{gross floor area} \div \text{lot area}$.
- (3) *Single-family* shall be defined as set forth in Section 9.10.490.
- (4) *Traditional neighborhood* means a single-family residential neighborhood with primarily one (1) story homes proportionately scaled to the lot, with large front yards generous space between homes, useable outdoor space, wide parkways with canopy street trees and sidewalks, shorter and narrower streets, with pedestrian and street connections to other neighborhoods, commercial centers, schools, civic buildings, and park and recreational spaces.

B. *Purpose and intent.* The purpose of this section is to establish clear guidance for the development and redevelopment of land for detached single-family residential subdivisions consistent with the General Plan and design principles of traditional neighborhoods, known as traditional neighborhood developments. In order to facilitate approval of traditional neighborhood subdivisions that has a density that exceeds two (2) units per acre, the following design principles for the development of new single-family residential subdivisions are necessary:

- (1) Encourage single-family subdivision design that is consistent with the city's historic, traditional neighborhood character with mostly one (1) story homes and large yards;
- (2) Encourage affordable housing through development of subdivisions with smaller homes on smaller lots while creating neighborhoods that are consistent with the community's values as stated in the General Plan;
- (3) Design homes that have a building scale to fit lot sizes without loss of functional outdoor spaces and yards;
- (4) Provide connectivity with existing neighborhoods, commercial, civic, recreational, and open space uses in close proximity;
- (5) Provide a mix of locally indigenous traditional architectural styles such as but not limited to Craftsmen, Victorian, California Bungalow, American Farmhouse, and California Ranch that are predominately one (1) story;
- (6) Incorporate a system of intimate, narrow, interconnected streets with sidewalks, bikeways, and equestrian trails that offer multiple routes for motorists, pedestrians, equestrians and bicyclists, and provides for the connections to existing and future developments; and
- (7) Incorporate architectural and design features that create a unique neighborhood identity and enhance the visual character of the community.

C. *Applicability.* All detached single-family residential subdivisions that exceed a density of two (2) units per acre, proposed or entitled after the effective date of this Ordinance, shall be designed and developed in accordance with this Section. Furthermore, additions or expansions to existing homes and accessory structures are subject to the provisions of this section. Residential subdivisions designed for multifamily units or attached dwelling units, such as clusters and condominiums, are not subject to the provisions of this section.

D. *Procedural requirements.*

- (1) A traditional neighborhood design requires site development permit approval in accordance with Section 9.240.330. The site development permit shall be processed concurrently with the corresponding tentative tract or parcel map and the required approval body of the tentative map shall also have approval authority to take action on the site development permit. Development standards contained herein, may be waived or modified by the City Council as part of the site development permit process if it is determined that the standard is inappropriate, and that the waiver or modification of the standard will not be contrary to the public health and safety and is consistent with the Section (B) Purpose and Intent. When a modification to standards is requested, the Planning Commission shall make a recommendation to the City Council to approve, modify, or deny the site development permit and the requested modification of the standard in accordance with Section 9.05.110.
- (2) Prior to submitting an application for a site development permit for a single-family residential subdivision subject to the provisions of this section, the applicant is

encouraged to meet with the city to review submittal requirements and adherence to the traditional neighborhood design standards.

E. *Development standards.* Unless otherwise prohibited by State law, single-family residential subdivisions subject to this section shall comply with the following development standards:

- (1) *Subdivision design.* The single-family subdivision design shall be consistent with the purpose and intent of the design principles set forth in subsection (B) of this section.
- (2) *Lot area.* The minimum lot area is as required under the applicable zone classification for the subject property(s).
- (3) *Building height.* Single-family residence shall not exceed thirty-five (35) feet in height and more than two (2) stories pursuant to the following:
 - (a) The number of lots within the subdivision with two (2) story dwellings shall not exceed twenty-five (25) percent;
 - (b) No two (2) story dwelling may be located on a lot adjacent to another two (2) story dwelling; and
 - (c) No two (2) story dwellings may be located on a corner lot.
- (4) *Floor area ratio.* The maximum FAR for a one (1) story dwelling, including the garage, shall not exceed .40. The maximum FAR for the ground floor of a two (2) story dwelling, including the garage, shall not exceed .25. The maximum FAR for the second floor of a two (2) story dwelling shall not exceed .15.
- (5) *Open space.* Not less than fifty (50) percent of the lot area shall be permeable open space. Not less than ninety (90) percent of the required open space area shall be landscaped.
- (6) *Setbacks.* Provide useable open space areas with generous street side setbacks that enhance the visual appearance of the street parkway pursuant to the following:
 - (a) *Front yard.* Minimum twenty (20) foot front yard setback. Front yard setbacks are required to vary in length, it is encouraged that there be an average front yard setback of twenty-five (25) for the entire subdivision.
 - (b) *Front yard covered porches.* Minimum fifteen (15) foot setback for front yard covered porches that are a depth of eight (8) feet or more and one hundred (100) square feet or greater in area.
 - (c) *Side yard, interior.* Minimum six (6) foot or not less than ten (10) percent of the lot width, whichever is the greater setback.

- (d) *Side yard, street facing.* Minimum ten (10) foot setback.
 - (e) *Rear yard.* Minimum of a ten (10) foot setback.
 - (f) *Garage attached.* Street facing garages shall be a minimum ten (10) foot setback from the front building line of the dwelling and shall be side facing in the front half (½) of the lot. Side entry garages minimum of 20-foot front yard setback.
 - (g) *Garage, detached.* Zero (0) interior side and rear yard setbacks. Minimum five (5) foot rear yard setback for a garage that faces an alley.
- (7) *Garages.* Garages attached or detached shall be a secondary feature of the home. Garages facing the street shall be located in the rear one-half (½) of the lot. Corner lot garages shall not face the street side yard.
- (8) *Off-street parking and driveways.*
- (a) A minimum of two (2) covered garage spaces per dwelling unit.
 - (b) Minimum forty-five (45) feet between driveway curb cuts to accommodate two (2) on-street parking spaces between driveways. One (1) driveway curb cut per lot.
- (9) *Streets.*
- (a) *Street layout.* Interior streets shall connect to the internal streets of existing, adjacent neighborhoods, schools, commercial centers, civic buildings, and parks.
 - (b) *Street stub outs.* Street stub outs shall be provided to connect to future subdivisions.
 - (c) *Block length.* Maximum six hundred sixty (660) foot blocks.
 - (d) *Rights-of-way.* Minimum fifty-six (56) foot local street width. Minimum sixty (60) foot collector street width.
 - (e) *Roadway width.* Maximum thirty-six (36) foot local street width. Maximum forty (40) foot collector street width.
 - (f) *Alley width.* Maximum twenty (20) foot alley width.
 - (g) *Parkway.* Minimum ten (10) foot parkway width. The parkway shall include a five (5) foot wide sidewalk and the area between the sidewalk and the curb shall be landscaped unless obstructed by public signage, fire hydrants or other safety equipment, or utility equipment.
 - (h) *Traffic calming features.* Subdivisions shall include traffic-calming features such as traffic circles, bulb-outs, center islands, chicanes, speed humps, bicycle

lanes/shared lane markings (sharrows), or other traffic calming devices designed to minimize conflicts between vehicles and pedestrians, equestrians, and bicycles.

(10) *Street lighting.*

- (a) Street lighting shall be provided along all streets.
- (b) Exterior lighting shall be directed downward in order to reduce glare onto adjacent properties.

(11) *Equestrian and pedestrian trails and bicycle lane connections.* Equestrian and pedestrian trails and bicycle lane connectivity through or adjacent to the single-family residential subdivision shall be provided. The pedestrian trails and bicycle lane connections shall be consistent with the Circulation Master Plan for Bicyclists and Pedestrians.

(12) *Architecture.* Architectural styles shall be consistent with the Architectural Styles Sheet of the Community Development Department, which includes Craftsmen, Victorian, California Bungalow, American Farmhouse, and California Ranch. The architectural styles within the subdivision shall:

- (a) Be applied to new homes and future additions to homes, including detached accessory structures; and
- (b) Continue architectural features and fenestration on all sides of dwelling units.

(13) *Landscaping and Walls/Fences.* The composition and location of landscaping shall comply with the provisions of Chapter 9.283 of this code and the following standards:

- (a) *Street trees.* A minimum of one (1) canopy tree per lot or forty (40) feet of street frontage when permissible. Street trees shall be a minimum of two (2) inch caliper measured six (6) feet above the ground. A tree landscaped area shall be provided and be of an appropriate size to accommodate the mature size and height of the tree. Trees shall be located between the sidewalk and the curb.
- (b) *Landscaping area.* The front yard setback area shall be landscaped and include a minimum of one (1) 36-inch box canopy tree. Ninety (90) percent of the required lot open space shall be landscaped.
- (c) *Natural Features.* Single-family residential subdivisions shall protect and preserve natural features such as, without limitation, unique natural terrain, rock outcroppings, streams (perennial, intermittent, ephemeral), mature trees, and native habitat.
- (d) *Walls and fences.*

- (i) Decorative masonry, wrought iron, wood, tubular steel, stone or river, rock or vinyl fencings with a natural wood appearance are permitted.
 - (ii) Maximum six (6) foot high walls or fences. When walls or fences are located within a required street side setback, the walls or fences shall be open to view above forty-two (42) inches in height.
 - (iii) Chain-link, chicken wire, razor, serpentine barbed wire, electrified, and similar type fencing are prohibited.
- (14) *Affordability*. Single-family residential subdivisions subject to this section shall be consistent with the affordable housing requirements of the Housing Element for the Jurupa Valley General Plan.”

Section 5. 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 6. 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 7. 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 8. 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 3rd day of February, 2022.

Chris 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. 2022-01 was introduced at a meeting of the City Council of the City of Jurupa Valley on the 20th day of January, 2022 and thereafter at a regular meeting held on the 3rd day of February, 2022, 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 3rd day of February, 2022.

Victoria Wasko, City Clerk
City of Jurupa Valley

ATTACHMENT 2
Redline Ordinance with SB 330 edits

ORDINANCE NO. 2021-__

**AN ORDINANCE OF THE CITY OF JURUPA VALLEY
AMENDING THE JURUPA VALLEY MUNICIPAL CODE
CONCERNING TRADITIONAL NEIGHBORHOOD
DESIGN STANDARDS, AND FINDING AN EXEMPTION
FROM CEQA UNDER SECTION 15061(B)(3) OF THE CEQA
GUIDELINES**

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

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

(a) At the November 5, 2020 regular City Council meeting, the City Council initiated an amendment to Chapter 9.240 (“General Provisions”) of Title 9 (“Planning and Zoning”) of the Jurupa Valley Municipal Code, to adopt traditional neighborhood design standards for single-family residential neighborhoods (ZCA No. 21009) (the “Zoning Code Amendment”), and requested that the Planning Commission study and report on the proposed Zoning Code Amendment, as set forth in this Ordinance.

(b) On December 8, 2021, the Planning Commission of the City of Jurupa Valley held a public hearing on the proposed Zoning Code Amendment set forth in this Ordinance, at which time all persons interested in the proposed Zoning 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. 2021-12-08-03 recommending that the City Council approve the proposed Zoning Code Amendment.

(c) On _____, 2021, the City Council of the City of Jurupa Valley held a duly noticed public hearing on the proposed Zoning 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 Zoning 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 Zoning Code Amendment, adopting traditional neighborhood design standards for single-family residential developments, will have a significant effect on the environment. The proposed Zoning 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 Zoning Code Amendment and the proposed CEQA determinations, and

based on its own independent judgment, finds that the Zoning 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 Zoning Code Amendment should be adopted because the proposed Zoning Code Amendment is consistent with the City of Jurupa Valley 2017 General Plan in that:

(a) Land Use Objectives of 2017 General Plan. Consistent with the General Plan Objective to Preserve small-town character and equestrian lifestyle, the development standards set forth in the Traditional Neighborhood Design Ordinance require dwellings that are proportionally sized to lot area with useable open space, short walkable streets, architectural styles that are historic to Jurupa Valley, large parkways with sidewalks, connections of roads, sidewalks, trails to other neighborhoods, schools, commercial and other attractions, equestrian path connections, traffic control measures to protect pedestrians, bicyclist, and equestrians and design measures that create unique neighborhoods.

b) LUE 2.1 Residential Development. The standards set forth in the Traditional Neighborhood Design are consistent with the policy by providing clear direction for how new detached residential subdivisions are to be designed.

c) LUE 2.4 Housing Quality and Variety. The standards set forth in the Traditional Neighborhood Design Ordinance allow for the development of a variety of high quality housing types, styles and densities that meet the needs of a range of lifestyles, physical abilities, and income levels in that architecture and design is required to be consistent with traditional neighborhood principles, that require a variety of historic architectural styles, design materials and floor plans and allow different density of houses from large to small-lot subdivisions that will range in cost and affordability and support a variety of housing needs in the city. Further, all Traditional Neighborhood Design subdivisions are required to meet affordability requirements of the Housing Element of the General Plan.

d) LUE 2.5 Connectivity. The standards set forth in the Traditional Neighborhood Design Ordinance require connectivity of the subdivision with existing and future neighborhoods, parks, schools and public areas with internal street connections, bicycle lanes and trails, equestrian trails and sidewalks and pedestrian trails.

e) LUE 2.6 Buffering. Require setbacks set forth in the Traditional Neighborhood Design Ordinance include large useable open space areas that provide a buffer from adjacent uses as well as neighboring houses.

f) LUE 2.7 Reduced Street Widths. The standards set forth in the Traditional Neighborhood Design Ordinance require a maximum block length of 660 feet and 36 foot street improvement width. These shorter and narrower local streets than conventional subdivisions help reduce traffic speeds and conflicts with pedestrians, bicyclists, and equestrians that improve the safety and character of the neighborhood.

g) LUE 2.8 Supportive Uses. The standards set forth in the Traditional Neighborhood Design require new residential subdivisions to connect to recreation, public commercial or other facilities. The standards encourage shared community spaces, including parks, trails, community gardens, and other recreational and community amenities.

h) LUE 2.9 Design Compatibility. The Traditional Neighborhood Design Ordinance standards require single-family subdivisions to meet traditional neighborhood design principles that include dwellings proportional to lot area, wide open space, historical Jurupa Valley quality architecture design and materials, and other compatible measures with the city's existing semi-rural residential development patterns.

i) LUE 5.4 Residential Development. The standards set forth in the Traditional Neighborhood Design Ordinance include requirements for connectivity and integration with existing equestrian neighborhoods and preserving the city's semi-rural equestrian lifestyle.

Section 4. Amendment to Chapter 9.240. A new Section 9.240.550 is hereby added to Chapter 9.240, General Provisions, of Title 9, Planning and Zoning, of the Jurupa Valley Municipal Code to read as follows:

“Sec. 9.240.550. - Traditional Neighborhood Design

A. *Definitions.* The following terms shall have the following meanings for the purposes of this section:

- (1) *Building scale* means the relationship between the mass of a building and its surroundings, including the width of street, open area of the lot, and mass of surrounding buildings. Mass is determined by the three-dimensional bulk of a structure: height, width, and depth.
- (2) *Floor area ratio* or *FAR* means the ratio of a building's total floor area (gross floor area) to the area of the piece of land upon which it is built. FAR is calculated by the following formula: $FAR = \text{gross floor area} \div \text{lot area}$.
- (3) *Single-family* shall be defined as set forth in Section 9.10.490.
- (4) *Traditional neighborhood* means a single-family residential neighborhood with primarily one (1) story homes proportionately scaled to the lot, with large front yards generous space between homes, useable outdoor space, wide parkways with canopy street trees and sidewalks, shorter and narrower streets, with pedestrian and street connections to other neighborhoods, commercial centers, schools, civic buildings, and park and recreational spaces.

B. *Purpose and intent.* The purpose of this section is to establish clear guidance for the development and redevelopment of land for detached single-family residential subdivisions consistent with the General Plan and design principles of traditional neighborhoods, known as traditional neighborhood developments. In order to facilitate approval of traditional neighborhood subdivisions that has a density that exceeds two (2) units per acre, the following design principles for the development of new single-family residential subdivisions are necessary:

- (1) Encourage single-family subdivision design that is consistent with the city's historic, traditional neighborhood character with mostly one (1) story homes and large yards;

- (2) Encourage affordable housing through development of subdivisions with smaller homes on smaller lots while creating neighborhoods that are consistent with the community's values as stated in the General Plan;
 - (3) Design homes that have a building scale to fit lot sizes without loss of functional outdoor spaces and yards;
 - (4) Provide connectivity with existing neighborhoods, commercial, civic, recreational, and open space uses in close proximity;
 - (5) Provide a mix of locally indigenous traditional architectural styles such as but not limited to Craftsmen, Victorian, California Bungalow, American Farmhouse, and California Ranch that are predominately one (1) story;
 - (6) Incorporate a system of intimate, narrow, interconnected streets with sidewalks, bikeways, and equestrian trails that offer multiple routes for motorists, pedestrians, equestrians and bicyclists, and provides for the connections to existing and future developments; and
 - (7) Incorporate architectural and design features that create a unique neighborhood identity and enhance the visual character of the community.
- C. *Applicability.* All detached single-family residential subdivisions that exceed a density of two (2) units per acre, proposed or entitled after the effective date of this Ordinance, shall be designed and developed in accordance with this Section. Furthermore, additions or expansions to existing homes and accessory structures are subject to the provisions of this section. Residential subdivisions designed for multifamily units or attached dwelling units, such as clusters and condominiums, are not subject to the provisions of this section.
- D. *Procedural requirements.*
- (1) A traditional neighborhood design requires site development permit approval in accordance with Section 9.240.330. The site development permit shall be processed concurrently with the corresponding tentative tract or parcel map and the required approval body of the tentative map shall also have approval authority to take action on the site development permit. Development standards contained herein, may be waived or modified by the City Council as part of the site development permit process if it is determined that the standard is inappropriate, and that the waiver or modification of the standard will not be contrary to the public health and safety and is consistent with the Section (B) Purpose and Intent. When a modification to standards is requested, the Planning Commission shall make a recommendation to the City Council to approve, modify, or deny the site development permit and the requested modification of the standard in accordance with Section 9.05.110.
 - (2) Prior to submitting an application for a site development permit for a single-family residential subdivision subject to the provisions of this section, the applicant is encouraged to meet with the city to review submittal requirements and adherence to the traditional neighborhood design standards.

E. *Development standards.* Unless otherwise prohibited by State law single-family residential subdivisions subject to this section shall be erected subject to the following development standards:

- (1) *Subdivision. design.* The single-family subdivision design shall be consistent with the purpose and intent of the design principles set forth in subsection (B) of this section.
- (2) *Lot area.* The minimum lot area is as required under the applicable zone classification for the subject property(s).
- (3) *Building height.* Single-family residence shall not exceed thirty-five (35) feet in height and more than two (2) stories pursuant to the following:
 - (a) The number of lots within the subdivision with two (2) story dwellings shall not exceed twenty-five (25) percent;
 - (b) No two (2) story dwelling may be located on a lot adjacent to another two (2) story dwelling; and
 - (c) No two (2) story dwellings may be located on a corner lot.
- (4) *Floor area ratio.* The maximum FAR for a one (1) story dwelling, including the garage, shall not exceed .40. The maximum FAR for the ground floor of a two (2) story dwelling, including the garage, shall not exceed .25. The maximum FAR for the second floor of a two (2) story dwelling shall not exceed .15.
- (5) *Open space.* Not less than fifty (50) percent of the lot area shall be permeable open space. Not less than ninety (90) percent of the required open space area shall be landscaped.
- (6) *Setbacks.* Provide useable open space areas with generous street side setbacks that enhance the visual appearance of the street parkway pursuant to the following:
 - (a) *Front yard.* Minimum twenty (20) foot front yard setback. Front yard setbacks are required to vary in length, it is encouraged that there be an average front yard setback of twenty-five (25) for the entire subdivision.
 - (b) *Front yard covered porches.* Minimum fifteen (15) foot setback for front yard covered porches that are a depth of eight (8) feet or more and one hundred (100) square feet or greater in area.
 - (c) *Side yard, interior.* Minimum six (6) foot or not less than ten (10) percent of the lot width, whichever is the greater setback.
 - (d) *Side yard, street facing.* Minimum ten (10) foot setback.
 - (e) *Rear yard.* Minimum of a ten (10) foot setback.

- (f) *Garage attached.* Street facing garages shall be a minimum ten (10) foot setback from the front building line of the dwelling and shall be side facing in the front half (½) of the lot. Side entry garages minimum of 20-foot front yard setback.
- (g) *Garage, detached.* Zero (0) interior side and rear yard setbacks. Minimum five (5) foot rear yard setback for a garage that faces an alley.
- (7) *Garages.* Garages attached or detached shall be a secondary feature of the home. Garages facing the street shall be located in the rear one half (½) of the lot. Corner lot garages shall not face the street side yard.
- (8) *Off-street parking and driveways.*
 - (a) A minimum of two (2) covered garage spaces per dwelling unit.
 - (b) Minimum forty-five (45) feet between driveway curb cuts to accommodate two (2) on-street parking spaces between driveways. One (1) driveway curb cut per lot.
- (9) *Streets.*
 - (a) *Street layout.* ~~Traditional neighborhood design shall maintain a similar pattern where present and restore connections where feasible.~~ Interior streets shall connect to the internal streets of existing, adjacent neighborhoods, schools, commercial centers, civic buildings, and parks ~~where feasible.~~
 - (b) *Street stub outs.* Street stub outs shall be provided ~~where appropriate~~ to connect to future subdivisions.
 - (c) *Block length.* Maximum six hundred sixty (660) foot blocks.
 - (d) *Rights-of-way.* Minimum fifty-six (56) foot local street width. Minimum sixty (60) foot collector street width.
 - (e) *Roadway width.* Maximum thirty-six (36) foot local street width. Maximum forty (40) foot collector street width.
 - (f) *Alley width.* Maximum twenty (20) foot alley width.
 - (g) *Parkway.* Minimum ten (10) foot parkway width. The parkway shall include a five (5) foot wide sidewalk and the area between the sidewalk and the curb shall be landscaped unless obstructed by public signage, fire hydrants or other safety equipment, or utility equipment~~to the maximum extent feasible.~~
 - (h) *Traffic calming features.* Subdivisions shall include traffic calming features such as traffic circles, bulb-outs, center islands, chicanes, speed humps, bicycle lanes/shared lane markings (sharrows), or other traffic calming devices designed to minimize conflicts between vehicles and pedestrians, equestrians, and bicycles.

(10) *Street lighting.*

- (a) Street lighting shall be provided along all streets. ~~Decorative street lights and poles are encouraged.~~
- (b) Exterior lighting shall be directed downward in order to reduce glare onto adjacent properties.

(11) *Equestrian and pedestrian trails and bicycle lane connections.* Equestrian and pedestrian trails and bicycle lane connectivity through or adjacent to the single-family residential subdivision shall be provided. The pedestrian trails and bicycle lane connections shall be consistent with the Circulation Master Plan for Bicyclists and Pedestrians.

(12) *Architecture.* Architectural styles shall be consistent with the Architectural Styles Sheet of the Community Development Department, which includes Craftsmen, Victorian, California Bungalow, American Farmhouse, and California Ranch ~~or another architectural style that are historic to this region.~~ The architectural styles within the subdivision shall:

- ~~(b)~~ (a) Be applied to new homes and future additions to homes, including detached accessory structures ~~Include a diversity of locally indigenous traditional architectural styles and floor plans;~~
- ~~(c)~~ ~~Include a variety of traditional architectural features that are respectful to each architectural style, such as covered front porches, fireplaces, bay windows, hooded front doors, or other similar architectural elements;~~
- ~~(d)~~ ~~Include a variety of building materials such as stones, bricks, tiles, pavers, metals and wood;~~ and
- ~~(e)~~ (b) Continue architectural features and fenestration on all sides of dwelling units.

(13) *Landscaping and Walls/Fences.* The composition and location of landscaping shall comply with the provisions of Chapter 9.283 of this code and the following standards:

- (a) *Street trees.* A minimum of one (1) canopy tree per lot or forty (40) feet of street frontage when permissible. Street trees shall be a minimum of two (2) inch caliper measured six (6) feet above the ground. A tree landscaped area shall be provided and be of an appropriate size to accommodate the mature size and height of the tree. Trees ~~should preferably~~ shall be located between the sidewalk and the curb ~~and help create neighborhood identity.~~
- (b) *Landscaping area.* The front yard setback area shall be landscaped and include a minimum of one (1) 36-inch box canopy tree. Ninety (90) percent of the required lot open space shall be landscaped.

(c) *Natural Features.* Single-family residential subdivisions shall protect and preserve natural features such as, without limitation, unique natural terrain, rock outcroppings, streams (perennial, intermittent, ephemeral), mature trees, and native habitat ~~wherever possible.~~

(d) ~~*Neighborhood identity features.* Each single-family residential subdivision subject to this section shall include unique design features to create a unique community identity. Examples of such design features include, without limitation:~~

~~(i) Enriched pavement at entrances, crosswalks, and sidewalks;~~

~~(ii) Use of rocks, stones, wood, bricks, pavers, metals, and other decorative materials;~~

~~(iii) Ornamental streetlights;~~

~~(iv) Landscape swales and other natural appearing stormwater management features;~~

~~(v) Landscaping of traffic circles, bulb-outs, knuckles, and medians; and~~

~~(vi) Shared community spaces, including parks, trails, community garden, and other recreational amenities.~~

(ed) *Walls and fences.*

(i) Decorative masonry, wrought iron, wood, tubular steel, stone or river, rock or vinyl fences with a natural wood appearance are permitted.

(ii) Maximum six (6) foot high walls or fences. When walls or fences are located within a required street side setback, the walls or fences shall be open to view above forty-two (42) inches in height.

(iii) Chain-link, chicken wire, razor, serpentine barbed wire, electrified, and similar type fencing are prohibited.

(14) *Affordability.* Single-family residential subdivisions subject to this section shall be consistent with the affordable housing requirements of the Housing Element for the Jurupa Valley General Plan.”

Section 5. 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 6. 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 7. 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 8. 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 ____ day of _____, 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-__ was duly introduced at a meeting of the City Council of the City of Jurupa Valley on the ____ day of _____, 2021, and thereafter at a regular meeting held on the ____ day of _____, 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 ____ day of _____, 2021.

Victoria Wasko, City Clerk
City of Jurupa Valley

ATTACHMENT 3

Adopted Planning Commission Resolution No. 2021-12-08-03

RESOLUTION NO. 2021-12-08-03

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 TRADITIONAL NEIGHBORHOOD DESIGN STANDARDS, AND MAKE A DETERMINATION OF EXEMPTION UNDER CEQA GUIDELINES SECTION 15061(B)(3)

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

Section 1. Zoning Code Amendment.

a) At the November 5, 2020 regular City Council meeting, the City Council initiated an amendment to Chapter 9.240 (“General Provisions”) of Title 9 (“Planning and Zoning”) of the Jurupa Valley Municipal Code, to adopt traditional neighborhood design standards for single-family residential neighborhoods (ZCA No. 21009) (the “Zoning Code Amendment”), and requested that the Planning Commission study and report on the proposed Zone Code Amendment, as set forth in this 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 (1) regulate the use of buildings, structures, and land as between industry, business, residents, open space, and other purposes, (2) regulate the location, height, bulk, number of stories and size of buildings and structures, the size and use of lots, yards, courts, and other open spaces, the percentage of a lot which may be occupied by a building or structure, and the intensity of land use, (3) establish requirements for off-street parking and loading, and (4) establish and maintain building setbacks, 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. 21009 (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 December 8, 2021, the Planning Commission of the City of Jurupa Valley held a public hearing on ZCA No. 21009, at which time all persons interested in the Project had the opportunity and did address the Planning Commission on these matters. Following the receipt of public testimony, the Planning Commission closed the public hearing.

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

Section 3. **California Environmental Quality Act Findings.** The Planning Commission of the City of Jurupa Valley hereby recommends that the City Council of the City of Jurupa Valley make the following environmental findings and determinations in connection with the approval of ZCA No. 21009:

a) The proposed Zoning 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 Zoning Code Amendment, adopting traditional neighborhood design development standards for the development and redevelopment of land for detached single family residential subdivisions, will have a significant effect on the environment. The proposed Zoning 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 Zoning Code Amendment and the proposed CEQA determinations, and based on its own independent judgment, finds that the Zoning 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 Zoning 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 Zoning Code Amendment (ZCA No. 21009) should be adopted because the proposed Zoning Code Amendment is consistent with the City of Jurupa Valley 2017 General Plan in that:

a) Land Use Objectives of 2017 General Plan. Consistent with the General Plan Objective to Preserve small-town character and equestrian lifestyle, the development standards set forth in the Traditional Neighborhood Design Ordinance require dwellings that are proportionally sized to lot area with useable open space, short walkable streets, architectural styles that are historic to Jurupa Valley, large parkways with sidewalks, connections of roads, sidewalks, trails to other neighborhoods, schools, commercial and other attractions, equestrian path connections, traffic control measures to protect pedestrians, bicyclist, and equestrians and design measures that create unique neighborhoods.

b) LUE 2.1 Residential Development. The standards set forth in the Traditional Neighborhood Design are consistent with the policy by providing clear direction for how new detached residential subdivisions are to be designed.

c) LUE 2.4 Housing Quality and Variety. The standards set forth in the Traditional Neighborhood Design Ordinance allow for the development of a variety of high quality housing types, styles and densities that meet the needs of a range of lifestyles, physical abilities, and income levels in that architecture and design is required to be consistent with traditional neighborhood principles, that require a variety of historic architectural styles, design materials and floor plans and allow different density of houses from large to small-lot subdivisions that will range in cost and affordability and support a variety of housing needs in the city. Further, all Traditional Neighborhood Design subdivisions are required to meet affordability requirements of the Housing Element of the General Plan.

d) LUE 2.5 Connectivity. The standards set forth in the Traditional Neighborhood Design Ordinance require connectivity of the subdivision with existing and future neighborhoods, parks, schools and public areas with internal street connections, bicycle lanes and trails, equestrian trails and sidewalks and pedestrian trails.

e) LUE 2.6 Buffering. Require setbacks set forth in the Traditional Neighborhood Design Ordinance include large useable open space areas that provide a buffer from adjacent uses as well as neighboring houses.

f) LUE 2.7 Reduced Street Widths. The standards set forth in the Traditional Neighborhood Design Ordinance require a maximum block length of 660 feet and 36 foot street improvement width. These shorter and narrower local streets than conventional subdivisions help reduce traffic speeds and conflicts with pedestrians, bicyclists, and equestrians that improve the safety and character of the neighborhood.

g) LUE 2.8 Supportive Uses. The standards set forth in the Traditional Neighborhood Design require new residential subdivisions to connect to recreation, public commercial or other facilities. The standards encourage shared community spaces, including parks, trails, community gardens, and other recreational and community amenities.

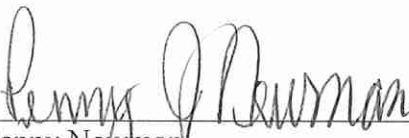
h) LUE 2.9 Design Compatibility. The Traditional Neighborhood Design Ordinance standards require single family subdivisions to meet traditional neighborhood design principles that include dwellings proportional to lot area, wide open space, historical Jurupa Valley quality architecture design and materials, and other measures that are compatible with the city's existing semi-rural residential development patterns.

i) LUE 5.4 Residential Development. The standards set forth in the Traditional Neighborhood Design Ordinance include requirements for connectivity and integration with existing equestrian neighborhoods and preserving the city's semi-rural equestrian lifestyle.

Section 5. Recommendation of Approval of Zoning 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 Zoning 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 8th day of December, 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. 2021-12-08-03 was duly adopted and passed at a meeting of the Planning Commission of the City of Jurupa Valley on the 8th day of December, 2021, by the following vote, to wit:

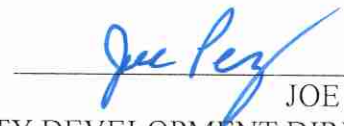
AYES: COMMISSION MEMBERS:

Newman, Pruitt, Carmona, Jackson, Shultz

NOES: COMMISSION MEMBERS:

ABSENT: COMMISSION MEMBERS:

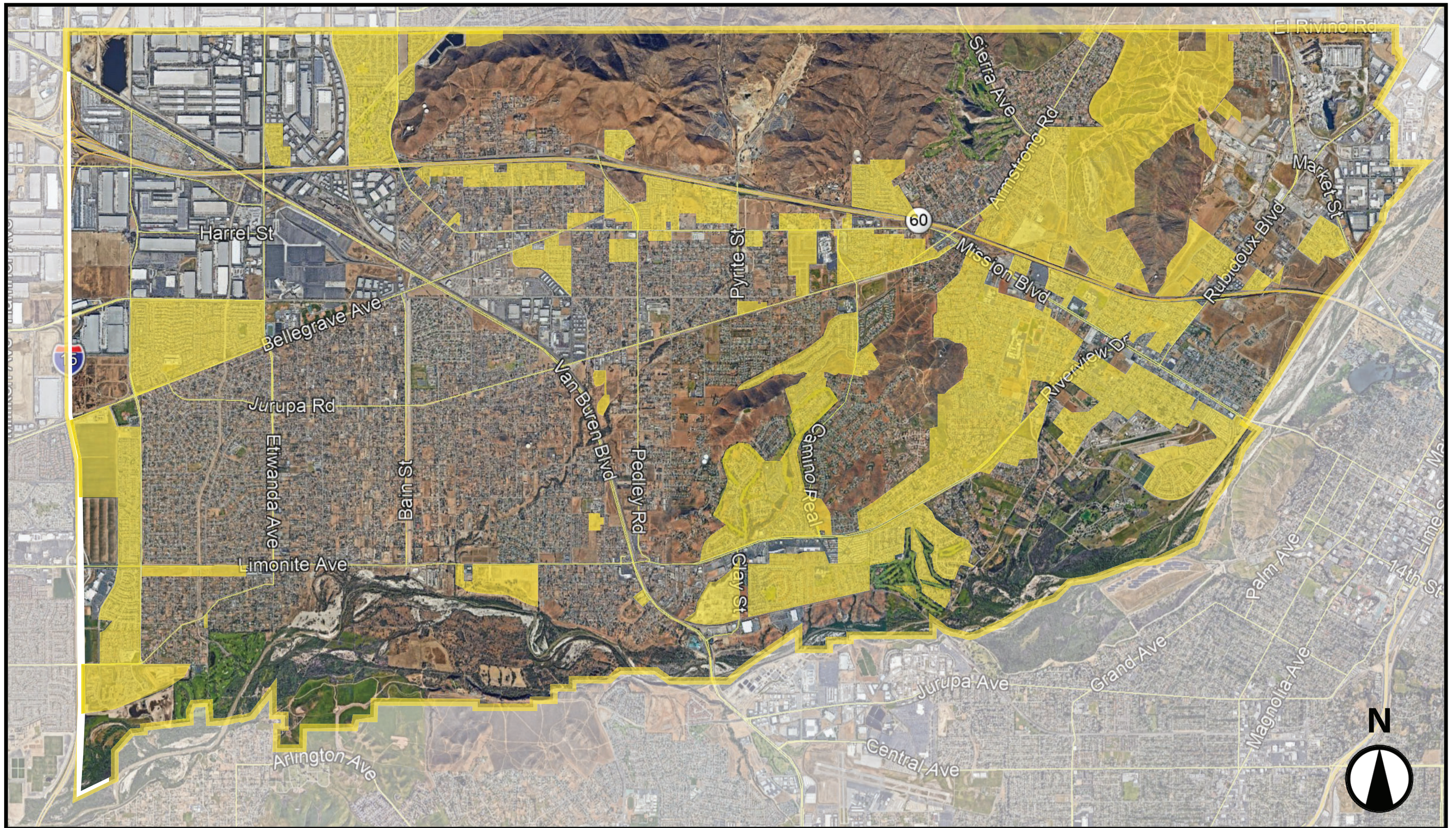
ABSTAIN: COMMISSION MEMBERS:



JOE PEREZ
COMMUNITY DEVELOPMENT DIRECTOR

ATTACHMENT 5

Traditional Neighborhood Design Applicable Area Map



Traditional Neighborhood Design Applicable Area Map
 Land Use Density > 2 units/acre



ATTACHMENT 5
Residential Style Sheet



RESIDENTIAL ARCHITECTURAL STYLES

CRAFTSMAN





RESIDENTIAL ARCHITECTURAL STYLES VICTORIAN





RESIDENTIAL ARCHITECTURAL STYLES
CALIFORNIA BUNGALOW





RESIDENTIAL ARCHITECTURAL STYLES AMERICAN FARMHOUSE





**RESIDENTIAL ARCHITECTURAL STYLES
CALIFORNIA RANCH**



City of Jurupa Valley

STAFF REPORT

DATE: JANUARY 20, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER
BY: PAUL TOOR, P.E., DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: AGENDA ITEM NO. 16.C

PUBLIC HEARING REGARDING THE ANNEXATION OF TERRITORY (ZONE Z) 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; SOUTHEAST CORNER OF RUBIDOUX BOULEVARD AND EL RIVINO ROAD (AGUA MANSA COMMERCE PARK)

RECOMMENDATION

- 1) That the City Council adopt Resolution No. 2022-05, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ORDERING THE ANNEXATION OF TERRITORY (ZONE Z); LOCATED AT THE SOUTHEAST CORNER OF RUBIDOUX BOULEVARD AND EL RIVINO ROAD 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

BACKGROUND

The Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code (the “Act”) and Article XIII D of the California Constitution (“Proposition 218”), requires the City Council conduct proceedings to annex territory into an assessment district formed under the Act and to levy assessments within such territory.

In connection with the City's incorporation in 2011, the Local Agency Formation Commission of Riverside County (LAFCO) adopted its Resolution No. 12-10 on July 22, 2010, to establish the Terms and Conditions of Incorporation, which require that the authority and responsibility for special assessment districts within the incorporated City associated with any County Landscape Maintenance District be transferred to the City upon its incorporation.

By its Resolution No. 2011-26, adopted on July 1, 2011, the City Council assumed all authority and responsibility for the special assessment districts within the incorporated City associated with any County Landscape Maintenance District and specifically assumed responsibility for any and all special assessments levied in connection with such districts.

The County's Landscape and Lighting Maintenance District No. 89-1-Consolidated (the "County District"), established pursuant to the provisions of the Act includes various territories located both within the incorporated boundaries of the City (the "City Territory") and outside the incorporated boundaries of the City (the "County Territory"). Pursuant to its Resolution No. 2016-01 adopted on February 4, 2016, the City declared that the City Territory is a district under the 1972 Act, which is separate and distinct from the County Territory, and designated such territory as the "Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated."

At its December 2, 2021 meeting, the City Council adopted Resolution No. 2021-93 initiating proceedings for the annexation of territory to the Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated (the "District") as Zone Z and the levy and collection of assessments within such territory. The territory proposed to be annexed includes 13 parcels identified as APNs 175-170-036, 175-170-040, 175-170-043, 175-170-046, 175-180-001, 175-200-001, 175-200-002, 175-200-003, 175-200-004, 175-200-005, 175-200-007, 175-200-008, and 175-200-009 (TPM 37528), generally located at the southeast corner of Rubidoux Boulevard and El Rivino Road.

Further, the City Council adopted Resolution No. 2021-95 declaring its intention to annex territory to the District and to levy and collect assessments within such territory for fiscal year 2022-2023. Resolution No. 2021-95 set January 20, 2022 as the public hearing date for protests to the levy of annual assessments and the annexation.

Subsequent to the December 2, 2021 meeting and in accordance with the Act and Proposition 218, notice was mailed to the owners of the properties within the territory to be annexed, along with an assessment ballot for such owners to indicate support for, or opposition to, the proposed annexation. The notice indicated the amount of the proposed assessment for their respective parcels and the date, time and place of the public hearing.

ANALYSIS

It is proposed to include the additional parcels within the boundaries of the District and to levy assessments within such territory for fiscal year 2022-2023. Such territory is shown on a map on file in the office of the City Clerk and is open to public inspection.

At the public hearing, the City Council must hear and consider all oral and written statements, protests, objections or other communications made or filed with respect to the annexation of territory to the District and the levy and collection of annual assessments within such territory.

The assessment ballots must be tabulated at the public hearing. A majority protest exists if ballots submitted in opposition to the assessment and annexation exceed the ballots submitted in favor of the assessment and annexation. In tabulating the ballots, the ballots shall be weighted according to the proportional financial obligation of the affected property. In the absence of a majority protest, the City Council may adopt a resolution ordering the annexation and levy and collection of assessments within the territory.

OTHER INFORMATION

- City Council initiated proceedings for the annexation on December 2, 2021.

FINANCIAL IMPACT

The property owners are responsible for the annual payments of the special assessment. The City will file the special assessment with the County Auditor-Controller for collection via the annual property tax bills. The property owners have posted a deposit with their application to form Zone Z, in order to cover City costs incurred in connection with the annexation. Approval of this resolution does not in any way commit the City to any financial contribution or liability for the Zone Z. The City's cost to administer Zone Z annually will be reimbursed through the special assessment charged to property owners. The fiscal year 2022-2023 (base year) maximum assessment for landscape maintenance and street lighting for the Zone is \$133,524 and it will be apportioned based on the number of assessable acres of each benefiting parcel within the zone boundary. The special assessment is subject to escalation beginning in FY 2023-2024 to account for reasonable increase cost for maintenance and inflation.

The revenue from this special assessment will be deposited into City of Jurupa Valley L&LMD 89-1-C and will be used to pay for the services provided in Zone Z as identified on the Engineer's Report. Both the revenue and expenses will be part of the City's FY 2022-2023 Adopted Budget, and there is no anticipated impact to the general fund.

CONCLUSION


It is recommended that the City Council adopt Resolution No. 2022-05, ordering annexation of territory to the District and the levy and collect assessments within such territory for fiscal year 2022-2023.

ALTERNATIVES

1. Take no action.
2. Provide staff with further direction.

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

Prepared by:



Carolina Fernandez, E.I.T.
Assistant Engineer

Reviewed by:



Paul Toor
Director of Public Works

Reviewed by:



Connie Cardenas
Administrative Services Director

Reviewed by:



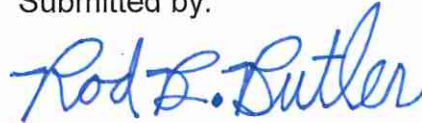
Michael Flad
Assistant City Manager

Approved as to form:



Peter M. Thorson
City Attorney

Submitted by:



Rod B. Butler
City Manager

Attachments:

1. Resolution No. 2022-05, ordering annexation
2. Engineer's Report

RESOLUTION NO. 2022-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY (ZONE Z); LOCATED ON SOUTHEAST CORNER OF RUBIDOUX BOULEVARD AND EL RIVINO ROAD, 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 2022-2023 PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION

THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. Pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (hereinafter referred to as the "Act"), the City Council of the City of Jurupa Valley initiated proceedings for the annexation of territory to City of Jurupa Valley Landscape and Lighting Maintenance District No. 89-1-Consolidated (hereinafter referred to as the "District") and the levy and collection of assessments within such territory for the 2022-2023 fiscal year and caused to be prepared a written report (the "Engineer's Report") in accordance with the Act and Article XIII D of the California Constitution.

Section 2. Following notice duly given in accordance with law, the City Council has held a full and fair public hearing regarding the Engineer's Report, the annexation of territory to the District, and the levy and collection of the proposed assessment within such territory for fiscal year 2022-2023. All interested persons were afforded the opportunity to hear and be heard. The City Council considered all oral and written statements, protests and communications made or filed by interested persons and tabulated all ballots. The City Council hereby finds that a majority protest does not exist as defined in Section 4(e) of Article XIII D of the California Constitution. All protests and objections to the annexation of territory to the District and the levy and collection of the proposed assessment against lots or parcels of property within the annexed territory for fiscal year 2022-2023 are hereby overruled by the City Council.

Section 3. The City Council hereby orders the annexation of territory, which is described as Assessor's Parcel Numbers 175-170-036, 175-170-040, 175-170-043, 175-170-046, 175-180-001, 175-200-001, 175-200-002, 175-200-003, 175-200-004, 175-200-005, 175-200-007, 175-200-008, and 175-200-009 to the District. The District will continue to be designated as City of Jurupa Valley Landscape and Lighting Maintenance District No. 89-1- Consolidated.

Section 4. Based upon its review of the Engineer's Report and other reports and information, the City Council hereby finds and determines that (i) the land within the annexed territory will be benefited by the improvements as described in such Engineer 's Report, (ii) the annexed territory includes all of the lands so benefited , (iii) the net amount to be assessed upon the lands within the annexed territory for the 2022-2023 fiscal year, in accordance with the Engineer's Report, is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements; and (iv) only special benefits are assessed and no assessment is imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

Section 5. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as follows: The installation and planting of landscaping, including trees, shrubs, grass and other ornamental vegetation within the public right-of-way parkway landscaped area on Rubidoux Boulevard, El Rivino Road, and Hall Street, as identified on the approved L&LMD Landscape Plans for this Zone Z; the installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris; the installation or construction of curbs, gutters, walls, sidewalks or paving, water irrigation, drainage or electrical facilities; the operation and maintenance cost of streetlights located within the public right-of-way on Rubidoux Boulevard, El Rivino Road, Hall Avenue, and Brown Avenue, as identified on the approved Streetlight Plans for the Agua Mansa Commerce Park; the operation and maintenance cost of traffic signals at the intersections of El Rivino Road and Cactus Avenue, Rubidoux Boulevard and Sandstone Road, El Rivino Road and Rubidoux Boulevard, El Rivino Road and Hall Avenue, and Rubidoux Boulevard and Market Street; and the maintenance and/or servicing of any of the foregoing.

Section 6. Lots or parcels of land within the annexed territory that are owned or used by any county, city, city and county, special district or any other local governmental entity, the State of California, or the United States shall be assessed unless the City demonstrates by clear and convincing evidence that such lots or parcels receive no special benefit from the proposed improvements.

Section 7. The City Council hereby confirms the diagram and assessment, with respect to the annexed parcels, as originally proposed in the Engineer's Report and as revised by the diagram, attached hereto as Exhibit A and incorporated herein as though set forth in full.

Section 8. The assessment is in compliance with the provisions of the Act and Article XIID of the California Constitution.

Section 9. The assessment is levied without regard to property valuation.

Section 10. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in Section 5 above for the fiscal year commencing on July 1, 2022 and ending on June 30, 2023.

Section 11. The adoption of this Resolution constitutes the levy of an assessment for the fiscal year commencing July 1, 2022 and ending June 30, 2023.

Section 12. The improvements shall be performed pursuant to law.

Section 13. The County Auditor of Riverside County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Administrative Services Director.

Section 14. The Administrative Director shall deposit all moneys representing assessments collected by the County to the credit of a special fund known as "City of Jurupa Valley L&LMD 89-1-C Zone Z" and such moneys shall be expended only for the improvements described in Section 5 above.

Section 15. The City Clerk is hereby authorized and directed to file the diagram and assessment, or a certified copy of the diagram and assessment with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 16. A certified copy of the diagram and assessment shall be filed in the office of the City Engineer, with a duplicate copy on file in the office of the City Clerk and open for public inspection

PASSED, APPROVED and ADOPTED, by the City Council of the City of Jurupa Valley on this 20th day of January 2022.

Chris 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. 2022-05 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 20th day of January 2022 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 20th day of January 2022.

Victoria Wasko, City Clerk
City of Jurupa Valley

CITY OF JURUPA VALLEY



ENGINEER'S REPORT FOR CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1-CONSOLIDATED

ZONE Z AGUA MANSA COMMERCE PARK

DECEMBER 2021

Prepared By:



HR Green Pacific
1260 Corona Pointe Court, Suite 305
855.900.4742

www.hrgreen.com

8930 Limonite Avenue | Jurupa Valley, CA 92509

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AGENCY: CITY OF JURUPA VALLEY
SUBJECT: ANNEXATION OF AGUA MANSA COMMERCE PARK TO CITY OF JURUPA VALLEY
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO.89-1-CONSOLIDATED
(“CITY OF JURUPA VALLEY L&LMD NO.89-1-C”) AS ZONE Z
TO: CITY OF JURUPA VALLEY CITY COUNCIL

Pursuant to the direction from the City Council of the City of Jurupa Valley (“City Council”), California, this Engineer’s Report (“Report”) is prepared and hereby submitted for the City of Jurupa Valley (“City”) in compliance with the provisions of Section 22565 through 22574 of the Landscaping and Lighting Act of 1972 (“1972 Act”), said Act being Part 2 of Division 15 of the Streets and Highways Code of the State of California, Section 4 of Article XIII D of the California Constitution.

This Report provides for the annexation of a portion of Agua Mansa Commerce Park to City of Jurupa Valley L&LMD No. 89-1-C as Zone Z and establishes the Maximum Assessment to be levied in the Fiscal Year commencing July 1, 2022 to June 30, 2023 (2022-2023) and continuing in all subsequent Fiscal Years, for this area to be known and designated as:

CITY OF JURUPA VALLEY L&LMD NO. 89-1-C ZONE Z

AGUA MANSA COMMERCE PARK

I do hereby assess and apportion the total amount of the costs and expenses upon several parcels of land within said designated area liable therefor and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said services.

NOW, THEREFORE, I, the appointed ENGINEER, acting on behalf of the City of Jurupa Valley, pursuant to the 1972 Act, do hereby submit the following:

Pursuant to the provisions of law, the costs and expenses of the Zone have been assessed upon the parcels of land in the Zone benefited thereby in direct proportion and relation to the estimated benefits to be received by each of said parcels. For particulars as to the identification of said parcels, reference is made to the Assessment Diagram/Boundary Map, a reduced copy of which is included herein.

As required by law, an Assessment Diagram/Boundary Map is filed herewith, showing the Zone, as well as the boundaries of the respective parcels and subdivisions of land within said Zone as they exist, as of the date of this Report, each of which subdivisions of land or parcels or lots, respectively, have been assigned a parcel/lot number within a specific tract and indicated on said Assessment Diagram/Boundary Map and in the Assessment Roll contained herein.

The separate numbers given the subdivisions and parcels of land, as shown on said Assessment Diagram/Boundary Map and Assessment Roll, correspond with the numbers assigned to each parcel by the Riverside County Assessor. Reference is made to the County Assessor Roll for a description of the lots or parcels.

As of the date of this Report, there are no parcels or lots within Zone Z that are owned by a federal, state or other local governmental agency that will benefit from the services to be provided by the assessments to be collected.

December 2nd, 2021.



Steve Loriso, R.C.E. 64701

EXECUTIVE SUMMARY

INTRODUCTION

Pursuant to the provisions of law, the costs and expenses of the Zone have been assessed upon the parcels of land in the Zone benefited thereby in direct proportion and relation to the estimated benefits to be received by each of said parcels. For particulars as to the identification of said parcels, reference is made to the Assessment Diagram/Boundary Map, a reduced copy of which is included herein. On this 2nd day of December, 2021 the City Council, City of Jurupa Valley, State of California, ordering the preparation of the Report providing for the annexation of a portion of Agua Mansa Commerce Park to L&LMD No. 89-1-C as Zone Z did, pursuant to the provisions of the 1972 Act, being Division 15 of the Streets and Highways Code of the State of California, adopt Resolution No. 2021-94 for a special assessment district zone known and designated as:

ZONE Z

AGUA MANSA COMMERCE PARK

The annexation of Zone Z includes the parcels of land within the industrial center known as Agua Mansa Commerce Park, located within Tentative Parcel Map number 37528 (TPM37528). As of the date of this report, the zone contains thirteen (13) assessable parcels; also identified by the Assessor Parcel Number(s) 175-170-036, 175-170-040, 175-170-043, 175-170-046, 175-180-001, 175-200-001, 175-200-002, 175-200-003, 175-200-004, 175-200-005, 175-200-007, 175-200-008, and 175-200-009. As required by law, an Assessment Diagram/Boundary Map is filed herewith, showing the Zone, as well as the boundaries and dimensions of the respective parcels and subdivisions of land within said Zone as they exist, as of the date of this Report, each of which subdivisions of land or parcels or lots, respectively, have been assigned a parcel/lot number within a specific tract and indicated on the Assessment Diagram/Boundary Map and in the Assessment Roll contained herein.

The following report presents the engineering analysis for the annexation of Zone Z and the establishment of the Maximum Assessment to be levied and collected commencing Fiscal Year 2022-2023 and all subsequent fiscal years.

DEFINITIONS

Agency –	Means the local government, City of Jurupa Valley.
Capital cost –	Means the cost of acquisition, installation, construction, reconstruction, or replacement of a permanent public improvement by the Agency.
District –	Means an area determined by the Agency to contain all parcels which will receive a special benefit from a proposed public improvement of property-related service.
Maintenance and operation expenses -	Means the cost of rent, repair, replacement, rehabilitation, fuel, power, electrical current, care, and supervision

necessary to properly operate and maintain a permanent public improvement.

Ad Valorem Reduction – The corresponding general benefit value of the improvements.
Special benefit – Means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”

PART I – BOUNDARIES OF THE DISTRICT

LOCATION OF THE ASSESSMENT ZONE

Zone Z shall consist of a benefit zone encompassing the properties within the industrial development known as Agua Mansa Commerce Park. The proposed improvements described in this Report are based on current development and improvement plans provided as of the date of this Report.

Zone Z is generally located on the southeast corner of Rubidoux Boulevard and El Rivino Road intersection, in the City of Jurupa Valley, in the County of Riverside, State of California. At the time of this assessment, the assessment zone consists of 13 assessable (legal) parcels and zero non-assessable parcels. Zone Z consists of all lots/units, parcels, and subdivisions of land located in the following development area:

Agua Mansa Commerce Park – Assessor Parcel Numbers as of date of this Report: 175-170-036, 175-170-040, 175-170-043, 175-170-046, 175-180-001, 175-200-001, 175-200-002, 175-200-003, 175-200-004, 175-200-005, 175-200-007, 175-200-008, and 175-200-009.

Note: Tentative Parcel Map No. 37528 consists of 9 assessable parcels and 4 non-assessable parcels. The non-assessable parcels include two open space lots (Lot No. 10 and Lot No. 11) and two undevelopable parcels located on the west side of the Agua Mansa Commerce Park development (Lot No. 12 and Lot No. 13). This report will provide the base year assessment as detailed in the Maximum Assessment Methodology section and assuming recordation of Parcel Map No. 37528.

PART II – PLANS AND SPECIFICATIONS FOR CITY OF JURUPA VALLEY L&LMD NO. 89-1-C ZONE Z

The services to be funded by City of Jurupa Valley L&LMD No. 89-1-C Zone Z include the landscape maintenance within industrial development designated as Agua Mansa Commerce Park. The proposed improvements, the associated costs, and assessments have been carefully reviewed, identified, and allocated based on:

- a. Level of Service
- b. Improvement Types
- c. Proximity to Improvement
- d. Levels of Special Benefit from Zone (on Public versus Private)

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include the construction, maintenance, and servicing of public lights, landscaping, dedicated easements for landscape use, and appurtenant facilities. The 1972 Act further provides that assessments may be apportioned upon all assessable lot(s) or parcel(s) of land within an assessment district in proportion to the estimated benefits to be received by each lot or parcel from the improvements rather than by assessed value.

It was determined that the improvements identified by this report will directly benefit the parcels to be assessed within Zone Z. The assessments and method of apportionment is based on the premise that the assessments will be used to construct and install landscape and lighting improvements within the existing district as well as provide for annual maintenance of those improvements and the assessment revenues generated by the Zone will be used solely for such purpose.

LANDSCAPING IMPROVEMENTS

The assessment will provide for landscaping servicing and maintenance on public right-of-way and as approved by the City during the Tentative Parcel Map (TPM37528) approval. The following apply:

1. Servicing: the furnishing of water for the irrigation of any landscaping or the maintenance of any other improvements.
2. Maintenance: the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including the repair, removal, or replacement of all of part of landscape improvements. Maintenance shall also include tree trimming for the trees identified on the approved L&LMD Landscape Plans for Zone Z.

The benefits associated with landscaping improvements include:

1. Enhanced environmental quality of the parcels through improved erosion resistance, dust and debris control, and fire protection.
2. Reduced criminal activity and property-related crimes (especially vandalism) against properties through well-maintained surrounding and amenities.

3. Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuation noise.

STREET LIGHTING IMPROVEMENTS

The assessment will provide for the operating energy cost and maintenance of the street lights servicing the industrial development, Agua Mansa Commerce Park, as shown in the Street Improvement Plans prepared for the development and approved by the City Engineer.

The benefits associated with streetlight improvements include:

1. Enhanced deterrence of crime such as vandalism and other criminal activities which would reduce damage to improvements or property.
2. Improved visibility to assist police in the protection of property.
3. Improved visibility for egress from and ingress to the property.

There are twenty-three streetlights considered for this assessment. The fifteen (15) streetlights along the south side of El Rivino Road, two (2) along the west side of Hall Avenue, one (1) at the project entrance at Brown Avenue, and five (5) along the east side of Rubidoux Boulevard.

TRAFFIC SIGNAL IMPROVEMENTS

The assessment will provide for the operating energy cost and maintenance of the traffic signals servicing and required due to the new industrial development, Agua Mansa Commerce Park, as shown in the Street Improvement Plans prepared for the development and approved by the City Engineer.

The benefits associated with traffic signal improvements include:

1. Enhanced circulation at roadway intersections.
2. Enhanced traffic handling capacity of an intersection.
3. Improved safety and efficiency of pedestrian and vehicular traffic.
4. Improved visibility for egress from and ingress to the property.

There are five intersections included on this assessment: El Rivino Road & Cactus Avenue, Rubidoux Boulevard & Sandstone Road, El Rivino Road & Rubidoux Boulevard, El Rivino Road & Hall Avenue, Agua Mansa Road & Market Street, and Rubidoux Boulevard & Market Street.

PART III – FINANCIAL ANALYSIS

INTRODUCTION

The formula used for calculating assessments reflects the composition of the parcels and the improvements and services provided by the Zone Z to fairly apportion the costs based on the estimated benefit to each parcel.

The landscaping, streetlight, and traffic signal improvements included on this assessment for Zone Z provide direct and special benefit to the lots or parcels within the Zone. Therefore, the maintenance of these improvements also provides direct and special benefit by maintaining the functionality of the improvements and allowing the improvements to operate in a proper manner.

Because all benefiting properties consist of a uniform land use, it is determined that all (any) industrial parcels benefit equally from the improvements and the costs and expenses for the maintenance and servicing of landscaping and streetlight are apportioned on a per acre basis.

The total benefit from the works of improvement is a combination of the special benefits to the parcels within the Zone and the general benefits to the public at large and to adjacent property owners. A portion of the total maintenance costs for the landscaping and streetlights, if any, associated with general benefits will not be assessed to the parcels in the Zone, but will be paid from other City of Jurupa Valley funds.

No property is assessed in excess of the reasonable cost of the proportional special benefit conferred on that property. Additionally, because the benefiting properties consist of a uniform land use (industrial), it is determined that each of the parcels within the Zone benefit equally from the improvements. Therefore, the proportionate share of the costs and expenses for the provisions of landscaping, as well as costs and expenses for the maintenance of the landscaping, are apportioned equally on a per acre basis.

MAXIMUM ASSESSMENT METHODOLOGY

The following methodology was adopted by City Council in Resolution No. 2016-01 dated February 4, 2016. Such methodology has been maintained in preparation of this Report. The purpose of establishing a Maximum Assessment formula is to provide for reasonable increases and inflationary adjustments to annual assessments without requiring costly noticing and mailing procedures, which would add to the Zone Z costs and assessments.

The Maximum Assessment formula shall be applied to all assessable parcels of land within the Zone. For Zone Z, the initial Maximum Assessment(s) for Fiscal Year 2022-2023 are as follows:

1. The initial Total Maximum Assessment established within Zone Z shall be \$133,524.
2. The initial Maximum Assessment per assessable (existing) acre shall be \$660.94.
3. The initial Maximum Assessment per assessable acre provided Parcel Map No. 37528 records prior to the base year assessment shall be \$660.94.

The initial Maximum Assessment is subject to an annual inflator starting in Fiscal Year 2023-2024. The initial Maximum Assessment shall be adjusted by the greater of two percent (2%) or the cumulative percentage increase in the CPI-U Index published by the Bureau of Labor Statistics of the United States Department of Labor.

The Maximum Assessment is adjusted annually and is calculated independent of Zone Z's annual budget and proposed annual assessment. The proposed annual assessment (rate per assessable parcel) applied in any fiscal year is not considered to be an increased assessment if less than or equal to the Maximum Assessment amount. In no case shall the annual assessment exceed the Maximum Assessment.

Although the Maximum Assessment will increase each year, the actual Zone Z assessments may remain virtually unchanged. The Maximum Assessment adjustment is designed to establish reasonable limits on Zone Z assessments. The Maximum Assessment calculated each year does not require or facilitate an increase of the annual assessment and neither does it restrict assessments to the adjusted maximum amount. If the budget and assessments for the fiscal year require an increase and the increase is more than the adjusted Maximum Assessment, it is considered an increased assessment.

To impose an increase assessment, the City of Jurupa Valley must comply with the provisions of the California Constitution Article XIII D Section 4c, that requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owner through the balloting process must approve the proposed assessment increase. If the proposed assessment is approved, then a new Maximum Assessment is established for Zone Z. If the proposed assessment is not approved, the City may not levy an assessment greater than the adjusted Maximum Assessment previously established for Zone Z.

COST ESTIMATE

The Ad Valorem reduction is the corresponding general benefit value of the improvements, and it is determined by identifying the general public benefit from the installation and upkeep of the improvements identified on this report. All proposed landscape, water quality improvements, and lighting improvements contained within this report are located directly in front of the assessed zone and the construction and installation of the improvements were only necessary for the development of properties within the Zone. Therefore, it was determined that any public access or use of these local improvements by others is incidental and there is no measurable general benefit to properties outside the one or to the public at large. The Ad Valorem reduction for these improvements is zero.

The traffic signal at El Rivino Road and Cactus Avenue will be a new traffic signal located at the development's main access point to El Rivino Road. The traffic signal will be partially located in the City of Rialto. Based on the traffic analysis prepared for this project and the traffic signal location, an ad valorem reduction has been provided. The district will be assessed for 50% of the estimated maintenance and operation cost.

The traffic signal at Rubidoux Boulevard and Sandstone Road will be a new traffic signal located at the development's overall main access on Rubidoux Boulevard. The traffic analysis prepared for this project and traffic signal location was considered and it was determined that any public access or use of these

local improvements by others is incidental and there is no measurable general benefit to properties outside the one of to the public at large. The Ad Valorem reduction for these improvements is zero.

The traffic signal at El Rivino Road and Rubidoux Boulevard is an existing traffic signal. The traffic signal is partially located in the City of Rialto. Based on the traffic analysis prepared for this project and the traffic signal location, an ad valorem reduction has been provided. The district will be assessed for 40% of the estimated maintenance and operation cost.

The traffic signal at El Rivino Road and Hall Avenue, will be a new traffic signal partially located in the City of Rialto. Based on the traffic analysis prepared for this project and the traffic signal location, an ad valorem reduction has been provided. The district will be assessed for 40% of the estimated maintenance and operation cost.

The traffic signal at Agua Mansa Road and Market Street is an existing traffic signal. Based on the traffic analysis prepared for this project and the traffic signal location, and ad valorem reduction has been provided. The district will be assessed for 20% of the estimated maintenance and operation cost.

The traffic signal Rubidoux Boulevard and Market Street is an existing traffic signal. Based on the traffic analysis prepared for this project and the traffic signal location, and ad valorem reduction has been provided. The district will be assessed for 30% of the estimated maintenance and operation cost.

The Assessment for each assessable parcel within Zone Z is calculated by dividing the total Annual Balance to Levy minus the Ad Valorem Reduction by the total number of assessable subdivided parcels within Zone Z to determine the Annual Assessment per assessable parcel.

$$\frac{\text{Annual Balance to Levy} - \text{Ad Valorem Reduction}}{\text{Total number of assessable acres}} = \text{Annual Assessment per assessable acres}$$

The Annual Balance to Levy is the Total Annual Landscaping Costs plus the Total Annual Streetlight Costs as seen in the following summary table:

CITY OF JURUPA VALLEY L&LMD NO. 89-1-C ZONE Z
AGUA MANSA COMMERCE PARK
FY 2022-2023

Total Assessable Acres: 202.02 acres

Total Assessable Parcels (TPM No. 37528): 9

Cost Description	Total Cost for Zone Z	Cost per Acre for Zone Z
<u>Landscaping:</u>		
Annual Landscaping Maintenance:	\$42,284.22	\$209.31
Tree Trimming :	\$20,000.00	\$99.00
Water (including water meter)	\$9,804.00	\$48.53
Fertilizer Injector	\$4400.00	\$2.18
Electricity (including electric meter)	\$600.00	\$2.97
Mulch :	\$1,459.50	\$21.05
Calsense Single:	\$500.00	\$2.48
Backflow Certificate :	\$100.00	\$0.50
Graffiti Abatement:	\$3.25	\$0.01
TOTAL ANNUAL LANDSCAPING COSTS :	\$77,982.02	\$386.01
<u>Streetlighting:</u>		
Streetlights LED (Rubidoux Boulevard):	\$1,960.61	\$9.71
Streetlights LED (El Rivino Road, Hall Avenue, Brown Avenue):	\$612.08	\$3.03
TOTAL ANNUAL STREETLIGHTING COSTS :	\$2,572.68	\$12.73
<u>Traffic Signals:</u>		
Traffic Signal at El Rivino Road & Cactus Avenue	\$5,000.00	\$24.75
Traffic Signal at Rubidoux Boulevard & Sandstone Road	\$10,000.00	\$49.50
Traffic Signal at El Rivino Road & Cedar-Rubidoux Boulevard	\$4,000.00	\$19.80
Traffic Signal at El Rivino Road & Hall Avenue	\$4,000.00	19.80
Agua Mansa Road/Market Street	\$2,000.00	\$9.90
Traffic Signal at Rubidoux Boulevard & Market St./20 TH St.	\$3,000.00	\$14.85
TOTAL TRAFFIC SIGNAL COSTS :	\$28,000.00	\$138.60
ADMINISTRATION (8%)	\$8,684.46	\$42.99
INSPECTION (5%)	\$5,427.79	\$26.87
OPERATING RESERVE, REPARIS AND REPLACEMENTS (10%)	\$10,855.57	\$53.73

TOTAL ANNUAL ASSESSMENT:	*\$133,524.00	*\$660.94
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*Rounded to nearest dollar

INITIAL MAXIMUM ASSESSMENT PER ASSESSABLE ACRE :	\$660.94
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PART IV – ASSESSMENT DIAGRAM

(See next page)

ASSESSMENT DIAGRAM/ BOUNDARY MAP
CITY OF JURUPA VALLEY LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 89-1- CONSOLIDATED
ZONE Z LLMD89-1-C
PM 37528

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

BEING A SUBDIVISION OF LOTS 4, 7, 8, 9 AND 15 AND PORTION OF LOT 3, ALL LOTS OF MAP OF RIVINO HEIGHTS BLOCK 1, AS PER MAP RECORDED IN BOOK 5, PAGES 145 OF MAPS, TOGETHER WITH PORTIONS OF RIVINO BOULEVARD (VACATED), ALSO TOGETHER WITH LOTS 1 THROUGH 18, INCLUSIVE, OF RIVINO GARDENS, AS PER MAP RECORDED IN BOOK 21, PAGE 29 OF MAPS, ALSO TOGETHER WITH PARCEL "B" OF LOT LINE ADJUSTMENT NO. 5218, RECORDED MAY 29, 2008 AS INSTRUMENT NO. 2008-0291639 OF OFFICIAL RECORDS, AND PARCELS "A", "B", AND "C" OF LOT LINE ADJUSTMENT NO. LLA 1718, RECORDED JUNE 30, 2021 AS INSTRUMENT NO. 2021-0394779 OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITH SECTIONS 2 AND 3, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

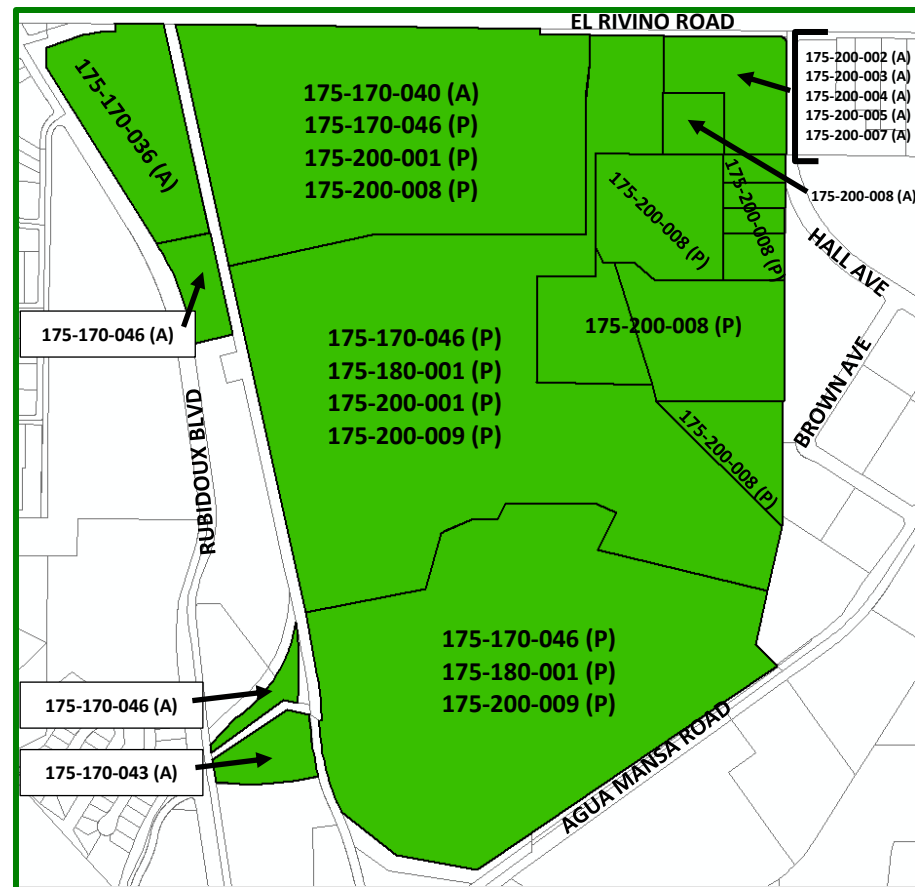
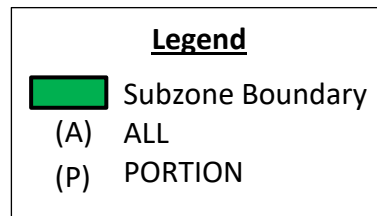
ASSESSOR'S PARCEL NUMBER AS
OF DATE OF ENGINEER'S REPORT

175-170-036	175-180-001	175-200-004	175-200-009
175-170-040	175-200-001	175-200-005	
175-170-043	175-200-002	175-200-007	
175-170-046	175-200-003	175-200-008	



VICINITY MAP

For details concerning the lines and dimensions of the applicable Assessor's Parcel numbers, refer to the County Assessor's Map as of the date of the Report.



PART V – ASSESSMENT ROLLS

Parcel identification for each parcel within Zone Z shall be the parcels as shown on the Riverside County Secured Roll for the year in which this Report is prepared and reflective of the Assessor's Parcel Maps. Zone Z includes the following Assessor's Parcel Numbers (APNs) as of the date of this Report: 175-170-036, 175-170-040, 175-170-043, 175-170-046, 175-180-001, 175-200-001, 175-200-002, 175-200-003, 175-200-004, 175-200-005, 175-200-007, 175-200-008, and 175-200-009 .

The foregoing APNs are included within the boundary of Parcel Map No. 37528. The assessment to be levied upon each parcel that benefits from the annexation of Zone Z to L&LMD No. 89-1-C will be \$660.94 per acre for fiscal year 2022-23. As stated in this Report, the total budget for Zone Z for the fiscal year 2022-23 is \$133,524.00. Parcel Map No. 37528 is anticipated to record prior to the base year of assessment (FY22-23); therefore, the initial Maximum Assessments per assessable parcel for Zone Z are as follows:

Lot Number per TPM No. 37528	Approximate Assessable Acreage	Assessment Per Acre	Maximum Assessment
1	57.09	\$660.94	\$37,733.32
2	50.32	\$660.94	\$33,258.73
3	28.44	\$660.94	\$18,797.26
4	22.5	\$660.94	\$14,871.25
5	11.68	\$660.94	\$7,719.83
6	13.4	\$660.94	\$8,856.66
7	1.93	\$660.94	\$1,275.62
8	4.28	\$660.94	\$2,828.84
9	12.38	\$660.94	\$8,182.49
10	0	\$660.94	\$0.00
11	0	\$660.94	*\$0.00
12	0	\$660.94	**\$0.00
13	0	\$660.94	**\$0.00

* Lots 10 and 11 of TPM No. 37528 are Open Space lots and therefore non-assessable.

**Lots 12 and 13 of TPM No. 37528 are non-benefiting parcels.

The initial Maximum Assessment shall be adjusted annually by the greater of two percent (2%) or the cumulative percentage increase in the CPI-U for All Items Index published by the BLS.

City of Jurupa Valley

STAFF REPORT

DATE: JANUARY 20, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

BY: VICTORIA WASKO, CMC, CITY CLERK

SUBJECT: AGENDA ITEM NO. 17.A

APPOINTMENT TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE (CDAC)

RECOMMENDATION

- 1) That Council Member Lorena Barajas Bisbee nominate one person to serve on the Community Development Advisory Committee for a term which shall expire on March 21, 2023, or until the Community Development Advisory Committee member's successors are appointed and sworn-in, whichever is later and which nomination shall be ratified by a majority vote of the entire City Council, pursuant to Chapter 2.36 of the Jurupa Valley Municipal Code.

BACKGROUND

On June 7, 2018, the City Council adopted the City's first Consolidated Plan, Annual Action Plan, and Citizen Participation Plan for the Community Development Block Grant (CDBG) funding program. The passage of these planning documents was required by the Federal Department of Housing and Urban Development (HUD) to become an "entitlement city" and administer CDBG funds independently. Previously, the City's CDBG efforts were administered by the County of Riverside.

On February 21, 2019, the City Council adopted Ordinance No. 2019-04 which provided for the creation of a Community Development Advisory Committee (CDAC). The purpose of the CDAC is to provide policy oversight of the Public Service Grant application process and make funding recommendations to the City Council.

Members of the CDAC are appointed by the City Council. Each member of the City Council has the opportunity to nominate one resident to serve on the CDAC for a four-

year term. Each such nomination requires a confirmation by a majority vote of the entire City Council. The requirements to serve on the CDAC are:

- Members must be residents of the City of Jurupa Valley.
- No member of the CDAC shall be a City Employee, or serve on another City commission or committee at any time.
- No member of the CDAC shall serve in any capacity on a board, committee, or commission of any public agency or district.
- No member of the CDAC shall maintain a decision-making authority (serve on governing board, board of directors, etc.) in any community organization that applies for or receives funds through the City's CDBG program.

On March 21, 2019, the City Council appointed five residents to serve on the CDAC. Shortly thereafter, the CDAC began presiding over the City's annual PSG application process.

ANALYSIS

On December 9, 2021, the City received notice of Mr. Edward Lee's resignation from the CDAC. To fill the unscheduled vacancy, the City Council must consider a nominee by Council Member Lorena Barajas Bisbee.

On December 27, 2021, a Notice of Vacancy was published in the Press Enterprise and publicized on the City's social media sites. Interested residents were invited to submit a letter of interest detailing their qualifications to serve on the CDAC by January 10, 2022 at 5:00 p.m. The City received two (2) letters of interest one of which was disqualified due to that applicant's current service on another public agency board. One letter was on file as a previous applicant. The City Clerk forwarded the letters of interest to Council Member Lorena Barajas Bisbee for consideration. During the January 20, 2022 Council meeting, Council Member Lorena Barajas Bisbee will have the opportunity to nominate a Jurupa Valley resident to serve on the CDAC. The nominee must receive a majority vote of the City Council to be appointed to the CDAC.

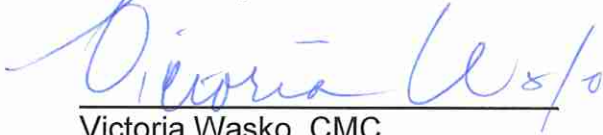
FINANCIAL IMPACT

The City pays a stipend of \$50.00 to each member of the CDAC to attend each meeting. Typically, the CDAC meets three times per year. If the City receives supplemental CDBG allocations (ie: CDBG-Coronavirus Funds), the CDAC may be required to schedule an additional meeting. Historically, the CDAC has always met four times or less per year.

ALTERNATIVES

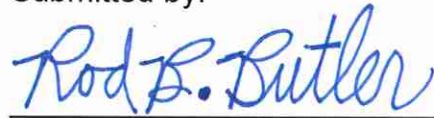
1. Provide alternative direction to City Staff.

Prepared by:



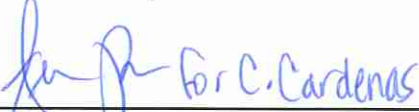
Victoria Wasko, CMC
City Clerk

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

Attachments:

- A. Letters of Interest
- B. Notice of Vacancy Publication (Published December 27, 2021)
- C. Ordinance No. 2019-04

Rick Lin

City Council, Jurupa Valley
c/o Vicki Wasko, City Clerk
8930 Limonite Avenue
Jurupa Valley, CA 92509

Received
City Clerk's Office

JAN 10 2022

City of Jurupa Valley

January 9, 2022

Dear Esteemed Members of the Jurupa Valley City Council,

I am writing to express my interest in serving on the Community Development Advisory Committee. Our family made Jurupa Valley our home in 2014 and have proudly witnessed the growth of the city. It is my strong belief that the best form of growth comes by community action, from the ground up. I would consider it a great honor to be allowed to serve the city to allow for that type of community-oriented action.

Service has been part of my and my family's DNA for many years. For the last twenty years, we have served in many roles in churches we have attended. Currently, I serve as an Elder at Valley Christian Church in Chino, where we lived before moving to Jurupa Valley. Elders at our church have both pastoral and corporate responsibilities. Alongside the staff, we care for members of the church and the community with food drives, providing for material needs, and offering both spiritual and psychological counseling. As the board for the church, we direct and approve how money is allocated, whether toward overhead or various benevolent needs.

In addition, my family and I have volunteered and raised funds for a variety of non-profit organizations. In 2015, I traveled with one of those organizations to Kenya to visit one of the children we sponsor. After returning, my wife and I felt compelled to raise money to get "our" child's family out of a cycle of poverty. The \$11k we raised has gone a long way toward accomplishing that goal. In addition, we have frequently partnered with Safes Families for Children, an organization that seeks to prevent child abuse. Through Safe Families, we have hosted children who would have otherwise been forced to enter the foster care system. Though we no longer host children as frequently, I continue to mentor young adults who have aged out of the foster system but need assistance with life's many demands.

If you have any questions, please feel free to reach out to me. I look forward to your decision. And thank you for your leadership and service to our city.

Faithfully yours,

Rick Lin

RECEIVED
City Clerk's Office

FEB 22 2019

City of Jurupa Valley

Andrew Mac Millan

Re: City of Jurupa Valley Community Development Advisory Committee

To: Vickie Wasko, City Clerk

City of Jurupa Valley

8930 Limonite Ave.

Jurupa Valley, Ca 92509

Hello,

This letter is to inform you that I wish to become part of your advisory committee. I have lived in Jurupa Valley since 2001 and before that grew up in Ontario all my life, so very close. I am a resident and a business owner here and my intent is to help the city in whatever capacity possible. I feel I am very knowledgeable about our city having lived here for a while and the fact that I drive through our fair city on a daily basis traversing it for personal, dropping kid off at school, and for business, we have a pool supply delivery company. I will say that I know almost every block of our city and if you named a cross street I could guide you there without using a map or google with great accuracy. My knowledge of politics is such that I really stand independent and try to keep an open mind about a lot of subjects, one side or the other and wish the best possible outcome. If you have any questions please feel free to contact me via phone, text or email. Thank you for the consideration.

Regards,

Andrew Mac Millan



NOTICE OF VACANCY ON THE CITY OF JURUPA VALLEY COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

Notice is hereby given that at their January 20, 2022 meeting, the City Council will make one (1) appointment to the Community Development Advisory Committee. The term of each member of the Community Development Advisory Committee shall be for four years or until their successors are appointed and sworn in as members whichever is later.

Applicants must be Jurupa Valley residents and registered voters of the city. Applicants cannot be an employee of the City of Jurupa Valley. Applicants cannot serve in any capacity on any board, committee, or commission of any public agency or district. Applicants cannot have any decision-making authority in a community organization that applies for or receives funds through the CDBG program. The appointments are ratified by the City Council.

The five-member committee shall meet on an as-needed basis to review applications for Community Development Block Grant (CDBG) funding and provide the City Council with recommendations regarding the allocation of such funding.

All persons interested in being appointed to the Community Development Advisory Committee are invited to submit a letter of interest to the City Council that includes information about the applicant's community involvement, work experience, and current contact information.

The letters of interest shall be public documents and should be sent to:

Vicki Wasko, City Clerk
City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
vwasko@jurupavalley.org

Letters of Interest will be accepted until Monday, January 10, 2022 at 5:00 p.m.

If you have questions about this matter, please contact the City Clerk's Office at (951) 332-6464.

Published: December 27, 2021

ORDINANCE NO. 2019-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADDING SECTION 2.36 TO THE JURUPA VALLEY MUNICIPAL CODE ESTABLISHING THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE AND SETTING FORTH PROCEDURAL RULES AND REGULATIONS FOR THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

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

Section 1. Enactment of Chapter 2.36. Chapter 2.36, Community Development Advisory Committee, is hereby added to Title 2, Administration and Personnel, of the Jurupa Valley Municipal Code to read as follows:

“Chapter 2.36 – COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

Sections:

2.36.010 – Community Development Advisory Committee Established.

2.36.020 – Number of Members; Appointment and Removal.

2.36.030 – Term; Annual Reconfirmation.

2.36.040 – Qualifications.

2.36.050 – Officers.

2.36.060 – Duties.

2.36.070 – Meetings/Quorum.

2.36.080 – Stipend.

2.36.010 – Community Development Advisory Committee Established.

The Community Development Advisory Committee has been established pursuant to the Citizen Participation Plan for the Community Development Block Grant (“CDBG”) Program to review applications for CDBG funding and provide the City Council with recommendations regarding the allocation of such funding.

2.36.020 – Number of Members; Appointment and Removal.

A. The Community Development Advisory Committee shall consist of five (5) members. Members of the Community Development Advisory Committee shall be appointed by the City Council. Each Council Member shall nominate one member of the Community Development Advisory Committee. Each such nomination shall require confirmation by a majority vote of the entire City Council.

1. Not less than ten (10) days prior to the meeting at which the Council will consider one or more appointments to the Community

Development Advisory Committee the City Clerk shall post notice of the pending appointments and invite qualified persons to apply for the position or positions.

2. The City Clerk shall post such notice at the locations where the City Council Agendas are posted pursuant to City Council resolution and on the City's website.
 3. In addition to these posting requirements, the City Clerk shall also comply with the posting requirements for vacancies and terms of members of the Community Development Advisory Committee as provided in Sections 54970 through 54974 of the California Government Code or their successor sections.
- B. Members of the Community Development Advisory Committee shall serve at the pleasure of the City Council and a member of the Community Development Advisory Committee may be removed from the Community Development Advisory Committee by a majority vote of the entire City Council for any reason, with or without cause. If a member of the Community Development Advisory Committee is removed from office, then at the time of this vote the member shall be deemed removed from the Community Development Advisory Committee, the member's term and tenure as a member of the Community Development Advisory Committee shall end, and a vacancy shall exist for that position.
- C. If a vacancy should occur on the Community Development Advisory Committee such vacancies shall be filled by appointment of a new member by the City Council for the unexpired portion of the term pursuant to the procedures of subsection A. of this Section.

2.36.030 – Term; Annual Reconfirmation.

- A. The term of each member of the Community Development Advisory Committee shall be for four (4) years or until their successors are appointed and sworn in as members, whichever is later.
- B. Each year the City Council shall reconfirm the appointment of each member of the Community Development Advisory Committee.
1. The reconfirmation shall occur at a regular City Council meeting during the month of December of each year.
 2. Each member of the Community Development Advisory Committee shall be reconfirmed by a majority vote of the entire City Council.
 3. If a member of the Community Development Advisory Committee is not reconfirmed by a majority vote of the entire City Council, then at the time of this vote the member shall be deemed removed from the

Community Development Advisory Committee, the member's term and tenure as a member of the Community Development Advisory Committee shall end, and a vacancy shall exist for that position.

2.36.040 – Qualifications.

- A. Members of the Community Development Advisory Committee shall, at all times during their incumbencies, be bona fide residents and registered voters of the city.
- B. No member of the Community Development Advisory Committee shall be a city employee, nor shall any member of the Community Development Advisory Committee be a member of another city commission or committee at any one time.
- C. No member of the Community Development Advisory Committee shall serve in any capacity on a board, committee, or commission of any public agency or district.
- D. No person shall serve on the Community Development Advisory Committee if he or she has any decision-making authority in a community organization that applies for or receives funds through the CDBG Program. Any participation as a decision-maker in such community organization must have ceased at least thirty (30) days prior to the time of appointment to the Community Development Advisory Committee and may not occur during incumbency. Any community organization with a decision-maker that is also a member of the Community Development Advisory Committee shall not be entitled to receive funds through the CDBG Program as long as the member continues to serve in both capacities. For purposes of this section, any person serving on the governance board, e.g., board of directors, of a community organization shall be deemed to have decision-making authority in that organization.

2.36.050 – Officers.

The officers of the Community Development Advisory Committee shall consist of a Chairperson and a Vice-Chairperson who shall be selected by a majority vote of the entire Community Development Advisory Committee. The terms of the Chairperson and Vice-Chairperson shall be from January 1 to December 31 of each year, subject to removal or failure to reconfirm pursuant to this Chapter.

2.36.060 – Duties.

The duties of the Community Development Advisory Committee shall include reviewing applications for CDBG funding, attending meetings regarding CDBG-related activities, receiving testimony from applicants, and providing the City Council with recommendations regarding the allocation of CDBG funding.

2.36.070 – Meetings/Quorum.

- A. The Community Development Advisory Committee shall meet on an as-needed basis, as determined by the City Manager or designee. All meetings of the Community Development Advisory Committee shall be conducted in accordance with the provisions of the Ralph M. Brown Act (Gov. Code Section 54950 et seq.).
- B. A quorum of three members of the Community Development Advisory Committee shall be required for the transaction of any business.

2.36.080 – Stipend.


Members of the Community Development Advisory Committee may receive a stipend per meeting in an amount set by resolution of the City Council.”

Section 2. Severability. If any section, subsection, 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 section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more section, subsection, sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

Section 3. 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 4. Effective Date. This Ordinance shall take effect on the date provided in Section 36937 of the California Government Code.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 21st day of February, 2019.



Brian Berkson
Mayor

ATTEST:



Victoria Wasko, CMC
City Clerk

CERTIFICATION

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

I, Victoria Wasko, CMC, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Ordinance No. 2019-04 was regularly introduced at a regular meeting of the City Council held on the 7th day of February, 2019 and thereafter at a regular meeting held on the 21st day of February 2019 it was duly passed and adopted by the following vote of the City Council:

AYES: C. BARAJAS, L. BARAJAS, B. BERKSON, M. GOODLAND, A. KELLY

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

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 February, 2019


Victoria Wasko, CMC
City Clerk

City of Jurupa Valley

STAFF REPORT

DATE: JANUARY 20, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

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

SUBJECT: AGENDA ITEM NO. 17.B

CONSIDERATION OF AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ENACTED PURSUANT TO GOVERNMENT CODE SECTION 65858 ESTABLISHING EMERGENCY REGULATIONS RELATED TO URBAN LOT SPLITS AND HOUSING UNITS BUILT IN ACCORDANCE WITH SENATE BILL 9, DECLARING THE URGENCY THEREOF AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES SECTIONS 65852.21(J) AND 15061(B)(3)

RECOMMENDATION

- 1) That the City Council adopt, by a four-fifths vote, Interim Urgency Ordinance No. 2022-02, entitled:

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ENACTED PURSUANT TO GOVERNMENT CODE SECTION 65858 ESTABLISHING EMERGENCY REGULATIONS RELATED TO URBAN LOT SPLITS AND HOUSING UNITS BUILT IN ACCORDANCE WITH SENATE BILL 9, DECLARING THE URGENCY THEREOF AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES SECTIONS 65852.21(J) AND 15061(B)(3)

BACKGROUND

Current zoning regulations permit up to three units on a parcel zoned for a single-family dwelling: one primary dwelling; one Accessory Dwelling Unit (ADU); and one Junior Accessory Dwelling Unit (JADU).

Senate Bill 9 (SB 9) was signed by Governor Newsom on September 16, 2021 and became effective January 1, 2022 (see Attachment 1). It requires that a local jurisdiction allow ministerial approval (no discretionary review) of two units on parcels zoned for single-family dwellings per lot and/or the subdivision of a single-family zoned parcel into two equal sized parcels (a 40 to 60 percent split of lot size is allowed). This type of subdivision (“urban lot split”) may result in each lot containing a duplex or two detached residential units.

SB 9 allows cities to adopt objective development standards that regulate such projects provided they do not conflict with the Senate Bill. Since the law became effective on January 1, 2022, the City is currently operating under the State’s ordinance. The Interim Urgency Ordinance (Attachment 2) includes the objective standards imposed under SB 9. In addition to these minimum State requirements, the Interim Urgency Ordinance also includes City-specific objective standards, which are intended to limit the potential negative impacts resulting from density increases and incompatible land use patterns in single-family zones.

ANALYSIS

If the City Council adopts the proposed Interim Urgency Ordinance at the January 20, 2022 meeting and the City Council wishes to proceed with the first extension, such an extension can be scheduled for a Public Hearing at the February 17, 2022 City Council meeting. The second extension would be scheduled in January, 2023.

The only zone in the City where SB 9 development is permitted is in the R-1 zone (One-Family Dwellings), as the City’s other residential zones are not exclusively for single-family units.

Subject to certain exceptions, properties that are identified in the General Plan as being in a “very high fire hazard severity zone” and/or are located within a federally designated 100-year floodplain are excluded from SB 9 projects. Such areas are scattered throughout the City. In addition, per SB 9, SB 9 projects are also not allowed in the following areas: a) earthquake study zones; b) prime agricultural lands; c) hazardous waste sites, d) coastal zones; e) historic districts and/or properties with historic resources. The City identifies two such protected areas on General Plan maps. A map illustrating the location of R-1 zoning in relation to “very high fire hazard severity zones” and the City’s federally designated 100-year floodplain areas is included as Attachment 3.

Objective Development Standards – SB 9 Housing Development

Certain standards, regulations and provisions are established in SB 9 that the City must enforce. These features of the Senate Bill are listed below:

- **Housing.** The City must allow ministerial approval of two units in single-family zones per lot and/or the subdivision of an existing single-family zoned parcel into two approximately equal sized parcels (a 40 to 60 percent split of lot size is allowed).

- **Preservation of certain types of housing.** The SB 9 project cannot require the demolition or alteration of any of the following: (1) rent controlled units, (2) affordable units, (3) units occupied by tenants within the last three years; or (4) units removed from the rental market under the Ellis Act within the last 15 years.
- **Setbacks.** The City must allow setbacks of up to 4 ft. from side and rear lot lines. The City is allowed to impose front yard setbacks, provided that the front yard setback does not preclude the development of up to two units of at least 800 square feet of floor area each. The City cannot establish a setback to/for existing structures or structures constructed in the same location and to the same dimensions as an existing structure.
- **Parking.** The City can only require 1 off-street parking space per lot unless the parcel is located within ½ mile of a high-quality transit corridor or major transit stop or there is a car share within one block of the parcel.
- **Existing Unit Protections.** The City must not allow the demolition of more than 25 percent of an existing unit's exterior structural walls, unless permitted by local ordinance or the site has not been occupied by a tenant in the last 3 years. The City will include a provision that prohibits demolishing more than 25 percent of an existing unit as a means of preserving existing housing stock and maintaining current neighborhood appearances as much as possible.
- **Use Restrictions.** The City must prohibit any non-residential uses, short-term rentals (less than 30-day tenancy), and subsequent urban lot splits. The City must require an applicant for Urban Lot Split to sign an affidavit stating that the owner intends to occupy one of the housing units as their principal residence for at least three years from the date of the approval of the Urban Lot Split. The City must also mandate continual access to public rights-of-way.
- **Housing Element Report.** The City must report the number of units developed pursuant to SB 9 in its Annual Housing Element report.

As discussed previously, the City may adopt objective development standards as long as they do not preclude the development of up to two units of at least 800 square feet of floor area each. Since the City has some authority to adopt objective development standards, it is considered prudent to apply any provisions that could increase community aesthetics as well as promote vehicular and pedestrian safety, emergency response, housing affordability, and compatibility with existing neighborhoods.

The following are recommended development standards that have been included in the attached Interim Urgency ordinance as supplemental to those standards established in SB 9:

1. Non-public utility electrical elements such as wires, conduits, junction boxes, transformers, ballasts, and switch and panel boxes shall be concealed from view from adjacent public rights-of-way.

2. All flashing, sheet metal vents, and pipe stacks shall be painted to match the adjacent roof or wall material.
3. Pedestrian access to a public street or alley shall be provided with an exterior pedestrian pathway from the primary entrances of each unit to the adjoining sidewalk, street, or alley.
4. The **maximum** unit size for any proposed development proposed under Senate Bill 9 is 1,200 square feet. Establishing a maximum unit size will promote the intent and purpose of the law (to increase the number of affordable housing units) since smaller homes are considered more affordable. The 1,200 square-foot maximum is considered appropriate since it is also the maximum size of the City's current ADU regulation.
5. Dwellings proposed in accordance with Senate Bill 9 shall be limited to 16 feet of height and consist of no more than one-story. It is presumed that a single-story will have less potential impacts to existing views and have less construction costs resulting in a more affordable housing cost.
6. Any duplex or other dwelling unit built per the provisions of SB 9 shall provide a 10-foot separation between other dwelling units on the same lot. (Note: this will promote usable open space areas, a rural atmosphere and reduce architectural mass and bulk).
7. If pursuant to SB 9, more than one unit is developed on a lot, one such unit shall be rented or leased at an affordable rent for moderate-income households (as defined in Health and Safety Code Section 50053) if it is rented. Upon request from the City, the property owner shall furnish a copy of the rental or lease agreement of any units in an SB 9 Development Project that is rented or leased. This requirement is being recommended to ensure that the new units meet the intention of State law to increase the supply of affordable housing.

Subdivision/Urban Lot Split Provisions of SB 9

The following list identifies the major parameters pertaining to “urban lot splits” found in SB 9:

- **Parcel Map.** The City is required to ministerially approve an “Urban Lot Split” through a parcel map for property that is located in a single-family zone. Cities can also require a tentative map but it also has to be approved ministerially.
- **Parcel size.** No more than two parcels can be created. The new parcels must be approximately equal in size, with one parcel being no smaller than 40 percent of the original parcel's size and each new parcel containing at least 1,200 square feet.

- **Further subdivisions.** A City can deny further subdivision of the new parcels or if the owner or someone is acting in concert with the owner has subdivided an adjacent parcel using an urban lot split.
- **Objective standards.** The urban lot split must conform to all objective requirements of the subdivision map act unless exempted by SB 9. A City is not allowed to apply findings to an SB 9 tentative map or the parcel map.
- **Public improvements.** The City cannot require dedications of right-of-way or offsite public improvements but can require utility easements and right-of-way access.
- **Use restrictions.** The City must restrict the newly created parcels to residential uses and require the owner to sign an affidavit committing to occupy one of the units as a principal residence for at least 3 years. These restrictions may be implemented through an ordinance applicable to urban lot splits or a requirement to record a restrictive covenant.
- **Preservation of certain types of housing.** The SB 9 urban lot split is not allowed if it would require the demolition or alteration of any of the following: (1) rent controlled units, (2) affordable units, (3) units occupied by tenants within the last three years; or (4) units removed from the rental market under the Ellis Act within the last 15 years.
- **Correction of non-conforming zoning.** The City cannot require the correction of non-conforming zoning conditions as a condition of parcel map approval.
- **Housing Element Report.** The City must report the number of applications for urban lot splits in its annual Housing Element report.

In addition to the above mandates of SB 9, it is recommended that the City adopt the following objective development standards (included in attached Interim Urgency Ordinance) for urban lot splits to promote logical land development:

1. No flag lots shall be created as a result of an Urban Lot Split if the subject property is adjacent to an alley, located on a corner, or on a through lot.
2. The width of any lot resulting from an Urban Lot Split shall not be less than 20 feet wide.
3. Proposed parcel map shall demonstrate ability to access the public right-of-way in perpetuity.
4. No lot resulting from an urban lot split shall have more than two residential units inclusive of any Accessory Dwelling Unit or Junior Accessory Dwelling Unit.

It is important to note that SB 9 allows local Building Officials to deny a two-unit development project or urban lot split only by making a written finding, based on a preponderance of evidence, that the project would have a specific adverse impact on public health and safety or the physical environment, and that there is no feasible method to mitigate or avoid such an impact. A “specific adverse impact” must be significant, quantifiable, and direct, based on an objective written public health or safety standard that existed at the time of the project application was deemed complete. Inconsistency with a City’s General Plan or zoning ordinance does constitute a specific adverse impact. Staff will be reviewing these projects on a case-by-case basis to determine whether or not a specific adverse impact finding can be made.

URGENCY ORDINANCE

Adoption of the attached Interim Urgency Ordinance means that the added protections developed by the City will be in place immediately and apply to any applications the City may receive for SB 9 projects for 45 days. State Urgency Ordinance provisions are structured so that during the 45-day period, further studies may be conducted to determine if additional standards or regulations are warranted. After 45 days, the City Council can extend the ordinance for another 320 days and another one-year extension of the ordinance is allowed after the 320-day extension. In summary, the City will have a total of up to two years to develop a permanent SB 9 ordinance.

ENVIRONMENTAL REVIEW

The Interim Urgency Ordinance is exempt from the California Environmental Quality Act (“CEQA”) because it can be seen with certainty that it has no likelihood of causing a significant negative effect on the environment and accordingly both the City Council’s action of adopting this interim Ordinance and the effects derivative from that adoption are exempt from the application of CEQA pursuant to State CEQA Guideline Section 15061(b)(3) (14 Cal. Code Regs. § 15061(b)(3)). Furthermore, this Interim Ordinance is exempt from the CEQA pursuant to Government Code Section 65852.21(j).

FINANCIAL IMPACT

Costs associated with this code amendment are covered by the General Fund.

ALTERNATIVES

1. *Recommended Action:* That the City Council adopt, by a four-fifths vote, Interim Urgency Ordinance No. 2022-02, establishing emergency regulations for SB 9 development projects.
2. Provide alternative direction to staff.
3. Council may elect not to adopt Interim Urgency Ordinance No. 2022-02.

Prepared by:



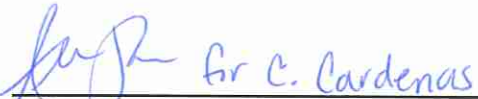
Joe Perez
Community Development Director

Submitted by:



Rod B. Butler
City Manager

Reviewed by:



Connie Cardenas
Deputy Director of Administrative
Services

Reviewed by:



Michael Flad
Assistant City Manager

Reviewed by:



Peter M. Thorson
City Attorney

ATTACHMENTS

1. Senate Bill 9
2. Interim Urgency Ordinance 2022-02
3. Map Illustrating Applicability of SB 9

Senate Bill No. 9

CHAPTER 162

An act to amend Section 66452.6 of, and to add Sections 65852.21 and 66411.7 to, the Government Code, relating to land use.

[Approved by Governor September 16, 2021. Filed with
Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

SB 9, Atkins. Housing development: approvals.

The Planning and Zoning Law provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions.

This bill, among other things, would require a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including, but not limited to, that the proposed housing development would not require demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the proposed housing development does not allow for the demolition of more than 25% of the existing exterior structural walls, except as provided, and that the development is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

The bill would set forth what a local agency can and cannot require in approving the construction of 2 residential units, including, but not limited to, authorizing a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, unless those standards would have the effect of physically precluding the construction of up to 2 units or physically precluding either of the 2 units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements under certain circumstances, and setting maximum setback requirements under all other circumstances.

The Subdivision Map Act vests the authority to regulate and control the design and improvement of subdivisions in the legislative body of a local agency and sets forth procedures governing the local agency's processing, approval, conditional approval or disapproval, and filing of tentative, final, and parcel maps, and the modification of those maps. Under the Subdivision Map Act, an approved or conditionally approved tentative map expires 24

months after its approval or conditional approval or after any additional period of time as prescribed by local ordinance, not to exceed an additional 12 months, except as provided.

This bill, among other things, would require a local agency to ministerially approve a parcel map for an urban lot split that meets certain requirements, including, but not limited to, that the urban lot split would not require the demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the parcel is located within a single-family residential zone, and that the parcel is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

The bill would set forth what a local agency can and cannot require in approving an urban lot split, including, but not limited to, authorizing a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, unless those standards would have the effect of physically precluding the construction of 2 units, as defined, on either of the resulting parcels or physically precluding either of the 2 units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements under certain circumstances, and setting maximum setback requirements under all other circumstances. The bill would require an applicant to sign an affidavit stating that they intend to occupy one of the housing units as their principal residence for a minimum of 3 years from the date of the approval of the urban lot split, unless the applicant is a community land trust or a qualified nonprofit corporation, as specified. The bill would prohibit a local agency from imposing any additional owner occupancy standards on applicants. By requiring applicants to sign affidavits, thereby expanding the crime of perjury, the bill would impose a state-mandated local program.

The bill would also extend the limit on the additional period that may be provided by ordinance, as described above, from 12 months to 24 months and would make other conforming or nonsubstantive changes.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment. CEQA does not apply to the approval of ministerial projects.

This bill, by establishing the ministerial review processes described above, would thereby exempt the approval of projects subject to those processes from CEQA.

The California Coastal Act of 1976 provides for the planning and regulation of development, under a coastal development permit process, within the coastal zone, as defined, that shall be based on various coastal resources planning and management policies set forth in the act.

This bill would exempt a local agency from being required to hold public hearings for coastal development permit applications for housing developments and urban lot splits pursuant to the above provisions.

By increasing the duties of local agencies with respect to land use regulations, the bill would impose a state-mandated local program.

The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for specified reasons.

The people of the State of California do enact as follows:

SECTION 1. Section 65852.21 is added to the Government Code, to read:

65852.21. (a) A proposed housing development containing no more than two residential units within a single-family residential zone shall be considered ministerially, without discretionary review or a hearing, if the proposed housing development meets all of the following requirements:

(1) The parcel subject to the proposed housing development is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(2) The parcel satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4.

(3) Notwithstanding any provision of this section or any local law, the proposed housing development would not require demolition or alteration of any of the following types of housing:

(A) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(B) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(C) Housing that has been occupied by a tenant in the last three years.

(4) The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(5) The proposed housing development does not allow the demolition of more than 25 percent of the existing exterior structural walls, unless the housing development meets at least one of the following conditions:

(A) If a local ordinance so allows.

(B) The site has not been occupied by a tenant in the last three years.

(6) The development is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

(b) (1) Notwithstanding any local law and except as provided in paragraph (2), a local agency may impose objective zoning standards, objective subdivision standards, and objective design review standards that do not conflict with this section.

(2) (A) The local agency shall not impose objective zoning standards, objective subdivision standards, and objective design standards that would have the effect of physically precluding the construction of up to two units or that would physically preclude either of the two units from being at least 800 square feet in floor area.

(B) (i) Notwithstanding subparagraph (A), no setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(ii) Notwithstanding subparagraph (A), in all other circumstances not described in clause (i), a local agency may require a setback of up to four feet from the side and rear lot lines.

(c) In addition to any conditions established in accordance with subdivision (b), a local agency may require any of the following conditions when considering an application for two residential units as provided for in this section:

(1) Off-street parking of up to one space per unit, except that a local agency shall not impose parking requirements in either of the following instances:

(A) The parcel is located within one-half mile walking distance of either a high-quality transit corridor, as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop, as defined in Section 21064.3 of the Public Resources Code.

(B) There is a car share vehicle located within one block of the parcel.

(2) For residential units connected to an onsite wastewater treatment system, a percolation test completed within the last 5 years, or, if the percolation test has been recertified, within the last 10 years.

(d) Notwithstanding subdivision (a), a local agency may deny a proposed housing development project if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is

no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(e) A local agency shall require that a rental of any unit created pursuant to this section be for a term longer than 30 days.

(f) Notwithstanding Section 65852.2 or 65852.22, a local agency shall not be required to permit an accessory dwelling unit or a junior accessory dwelling unit on parcels that use both the authority contained within this section and the authority contained in Section 66411.7.

(g) Notwithstanding subparagraph (B) of paragraph (2) of subdivision (b), an application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.

(h) Local agencies shall include units constructed pursuant to this section in the annual housing element report as required by subparagraph (I) of paragraph (2) of subdivision (a) of Section 65400.

(i) For purposes of this section, all of the following apply:

(1) A housing development contains two residential units if the development proposes no more than two new units or if it proposes to add one new unit to one existing unit.

(2) The terms “objective zoning standards,” “objective subdivision standards,” and “objective design review standards” mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a local agency, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances.

(3) “Local agency” means a city, county, or city and county, whether general law or chartered.

(j) A local agency may adopt an ordinance to implement the provisions of this section. An ordinance adopted to implement this section shall not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

(k) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local agency shall not be required to hold public hearings for coastal development permit applications for a housing development pursuant to this section.

SEC. 2. Section 66411.7 is added to the Government Code, to read:

66411.7. (a) Notwithstanding any other provision of this division and any local law, a local agency shall ministerially approve, as set forth in this section, a parcel map for an urban lot split only if the local agency determines that the parcel map for the urban lot split meets all the following requirements:

(1) The parcel map subdivides an existing parcel to create no more than two new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.

(2) (A) Except as provided in subparagraph (B), both newly created parcels are no smaller than 1,200 square feet.

(B) A local agency may by ordinance adopt a smaller minimum lot size subject to ministerial approval under this subdivision.

(3) The parcel being subdivided meets all the following requirements:

(A) The parcel is located within a single-family residential zone.

(B) The parcel subject to the proposed urban lot split is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(C) The parcel satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4.

(D) The proposed urban lot split would not require demolition or alteration of any of the following types of housing:

(i) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(ii) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(iii) A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(iv) Housing that has been occupied by a tenant in the last three years.

(E) The parcel is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

(F) The parcel has not been established through prior exercise of an urban lot split as provided for in this section.

(G) Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an urban lot split as provided for in this section.

(b) An application for a parcel map for an urban lot split shall be approved in accordance with the following requirements:

(1) A local agency shall approve or deny an application for a parcel map for an urban lot split ministerially without discretionary review.

(2) A local agency shall approve an urban lot split only if it conforms to all applicable objective requirements of the Subdivision Map Act (Division

2 (commencing with Section 66410)), except as otherwise expressly provided in this section.

(3) Notwithstanding Section 66411.1, a local agency shall not impose regulations that require dedications of rights-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map for an urban lot split pursuant to this section.

(c) (1) Except as provided in paragraph (2), notwithstanding any local law, a local agency may impose objective zoning standards, objective subdivision standards, and objective design review standards applicable to a parcel created by an urban lot split that do not conflict with this section.

(2) A local agency shall not impose objective zoning standards, objective subdivision standards, and objective design review standards that would have the effect of physically precluding the construction of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet.

(3) (A) Notwithstanding paragraph (2), no setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(B) Notwithstanding paragraph (2), in all other circumstances not described in subparagraph (A), a local agency may require a setback of up to four feet from the side and rear lot lines.

(d) Notwithstanding subdivision (a), a local agency may deny an urban lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(e) In addition to any conditions established in accordance with this section, a local agency may require any of the following conditions when considering an application for a parcel map for an urban lot split:

(1) Easements required for the provision of public services and facilities.

(2) A requirement that the parcels have access to, provide access to, or adjoin the public right-of-way.

(3) Off-street parking of up to one space per unit, except that a local agency shall not impose parking requirements in either of the following instances:

(A) The parcel is located within one-half mile walking distance of either a high-quality transit corridor as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop as defined in Section 21064.3 of the Public Resources Code.

(B) There is a car share vehicle located within one block of the parcel.

(f) A local agency shall require that the uses allowed on a lot created by this section be limited to residential uses.

(g) (1) A local agency shall require an applicant for an urban lot split to sign an affidavit stating that the applicant intends to occupy one of the

housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split.

(2) This subdivision shall not apply to an applicant that is a “community land trust,” as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code, or is a “qualified nonprofit corporation” as described in Section 214.15 of the Revenue and Taxation Code.

(3) A local agency shall not impose additional owner occupancy standards, other than provided for in this subdivision, on an urban lot split pursuant to this section.

(h) A local agency shall require that a rental of any unit created pursuant to this section be for a term longer than 30 days.

(i) A local agency shall not require, as a condition for ministerial approval of a parcel map application for the creation of an urban lot split, the correction of nonconforming zoning conditions.

(j) (1) Notwithstanding any provision of Section 65852.2, 65852.21, 65852.22, 65915, or this section, a local agency shall not be required to permit more than two units on a parcel created through the exercise of the authority contained within this section.

(2) For the purposes of this section, “unit” means any dwelling unit, including, but not limited to, a unit or units created pursuant to Section 65852.21, a primary dwelling, an accessory dwelling unit as defined in Section 65852.2, or a junior accessory dwelling unit as defined in Section 65852.22.

(k) Notwithstanding paragraph (3) of subdivision (c), an application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.

(l) Local agencies shall include the number of applications for parcel maps for urban lot splits pursuant to this section in the annual housing element report as required by subparagraph (I) of paragraph (2) of subdivision (a) of Section 65400.

(m) For purposes of this section, both of the following shall apply:

(1) “Objective zoning standards,” “objective subdivision standards,” and “objective design review standards” mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a local agency, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances.

(2) “Local agency” means a city, county, or city and county, whether general law or chartered.

(n) A local agency may adopt an ordinance to implement the provisions of this section. An ordinance adopted to implement this section shall not be

considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

(o) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local agency shall not be required to hold public hearings for coastal development permit applications for urban lot splits pursuant to this section.

SEC. 3. Section 66452.6 of the Government Code is amended to read:

66452.6. (a) (1) An approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval, or after any additional period of time as may be prescribed by local ordinance, not to exceed an additional 24 months. However, if the subdivider is required to expend two hundred thirty-six thousand seven hundred ninety dollars (\$236,790) or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map, excluding improvements of public rights-of-way that abut the boundary of the property to be subdivided and that are reasonably related to the development of that property, each filing of a final map authorized by Section 66456.1 shall extend the expiration of the approved or conditionally approved tentative map by 48 months from the date of its expiration, as provided in this section, or the date of the previously filed final map, whichever is later. The extensions shall not extend the tentative map more than 10 years from its approval or conditional approval. However, a tentative map on property subject to a development agreement authorized by Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 may be extended for the period of time provided for in the agreement, but not beyond the duration of the agreement. The number of phased final maps that may be filed shall be determined by the advisory agency at the time of the approval or conditional approval of the tentative map.

(2) Commencing January 1, 2012, and each calendar year thereafter, the amount of two hundred thirty-six thousand seven hundred ninety dollars (\$236,790) shall be annually increased by operation of law according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting. The effective date of each annual adjustment shall be March 1. The adjusted amount shall apply to tentative and vesting tentative maps whose applications were received after the effective date of the adjustment.

(3) "Public improvements," as used in this subdivision, include traffic controls, streets, roads, highways, freeways, bridges, overcrossings, street interchanges, flood control or storm drain facilities, sewer facilities, water facilities, and lighting facilities.

(b) (1) The period of time specified in subdivision (a), including any extension thereof granted pursuant to subdivision (e), shall not include any period of time during which a development moratorium, imposed after approval of the tentative map, is in existence. However, the length of the moratorium shall not exceed five years.

(2) The length of time specified in paragraph (1) shall be extended for up to three years, but in no event beyond January 1, 1992, during the pendency of any lawsuit in which the subdivider asserts, and the local agency that approved or conditionally approved the tentative map denies, the existence or application of a development moratorium to the tentative map.

(3) Once a development moratorium is terminated, the map shall be valid for the same period of time as was left to run on the map at the time that the moratorium was imposed. However, if the remaining time is less than 120 days, the map shall be valid for 120 days following the termination of the moratorium.

(c) The period of time specified in subdivision (a), including any extension thereof granted pursuant to subdivision (e), shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is or was pending in a court of competent jurisdiction, if the stay of the time period is approved by the local agency pursuant to this section. After service of the initial petition or complaint in the lawsuit upon the local agency, the subdivider may apply to the local agency for a stay pursuant to the local agency's adopted procedures. Within 40 days after receiving the application, the local agency shall either stay the time period for up to five years or deny the requested stay. The local agency may, by ordinance, establish procedures for reviewing the requests, including, but not limited to, notice and hearing requirements, appeal procedures, and other administrative requirements.

(d) The expiration of the approved or conditionally approved tentative map shall terminate all proceedings and no final map or parcel map of all or any portion of the real property included within the tentative map shall be filed with the legislative body without first processing a new tentative map. Once a timely filing is made, subsequent actions of the local agency, including, but not limited to, processing, approving, and recording, may lawfully occur after the date of expiration of the tentative map. Delivery to the county surveyor or city engineer shall be deemed a timely filing for purposes of this section.

(e) Upon application of the subdivider filed before the expiration of the approved or conditionally approved tentative map, the time at which the map expires pursuant to subdivision (a) may be extended by the legislative body or by an advisory agency authorized to approve or conditionally approve tentative maps for a period or periods not exceeding a total of six years. The period of extension specified in this subdivision shall be in addition to the period of time provided by subdivision (a). Before the expiration of an approved or conditionally approved tentative map, upon an application by the subdivider to extend that map, the map shall automatically be extended for 60 days or until the application for the extension is approved, conditionally approved, or denied, whichever occurs first. If the advisory agency denies a subdivider's application for an extension, the subdivider may appeal to the legislative body within 15 days after the advisory agency has denied the extension.

(f) For purposes of this section, a development moratorium includes a water or sewer moratorium, or a water and sewer moratorium, as well as other actions of public agencies that regulate land use, development, or the provision of services to the land, including the public agency with the authority to approve or conditionally approve the tentative map, which thereafter prevents, prohibits, or delays the approval of a final or parcel map. A development moratorium shall also be deemed to exist for purposes of this section for any period of time during which a condition imposed by the city or county could not be satisfied because of either of the following:

(1) The condition was one that, by its nature, necessitated action by the city or county, and the city or county either did not take the necessary action or by its own action or inaction was prevented or delayed in taking the necessary action before expiration of the tentative map.

(2) The condition necessitates acquisition of real property or any interest in real property from a public agency, other than the city or county that approved or conditionally approved the tentative map, and that other public agency fails or refuses to convey the property interest necessary to satisfy the condition. However, nothing in this subdivision shall be construed to require any public agency to convey any interest in real property owned by it. A development moratorium specified in this paragraph shall be deemed to have been imposed either on the date of approval or conditional approval of the tentative map, if evidence was included in the public record that the public agency that owns or controls the real property or any interest therein may refuse to convey that property or interest, or on the date that the public agency that owns or controls the real property or any interest therein receives an offer by the subdivider to purchase that property or interest for fair market value, whichever is later. A development moratorium specified in this paragraph shall extend the tentative map up to the maximum period as set forth in subdivision (b), but not later than January 1, 1992, so long as the public agency that owns or controls the real property or any interest therein fails or refuses to convey the necessary property interest, regardless of the reason for the failure or refusal, except that the development moratorium shall be deemed to terminate 60 days after the public agency has officially made, and communicated to the subdivider, a written offer or commitment binding on the agency to convey the necessary property interest for a fair market value, paid in a reasonable time and manner.

SEC. 4. The Legislature finds and declares that ensuring access to affordable housing is a matter of statewide concern and not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, Sections 1 and 2 of this act adding Sections 65852.21 and 66411.7 to the Government Code and Section 3 of this act amending Section 66452.6 of the Government Code apply to all cities, including charter cities.

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act or

because costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

O

ORDINANCE NO. 2022-

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ENACTED PURSUANT TO GOVERNMENT CODE SECTION 65858 ESTABLISHING EMERGENCY REGULATIONS RELATED TO URBAN LOT SPLITS AND HOUSING UNITS BUILT IN ACCORDANCE WITH SENATE BILL 9, DECLARING THE URGENCY THEREOF AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES SECTIONS 65852.21(J) AND 15061(B)(3)

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

SECTION 1. Legislative Findings. The City Council of the City of Jurupa Valley does find, determine and declare that:

A. California state law allows a City to adopt an interim ordinance that imposes temporary restrictions on the approval of land use entitlements that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body or planning commission intends to study within a reasonable time. Pursuant to California Government Code Section 65858, this interim urgency zoning Ordinance must be adopted by not less than a four-fifths vote of the City Council and will be in effect for forty-five (45) days from the date of its adoption. The City Council may consider an extension of this interim Ordinance pursuant to the legal requirements provided in Government Code Section 65858.

B. On September 16, 2021 California Governor Gavin Newsom signed SB 9, entitled the “California Home Act”, into law, which establishes a series of new regulations to allow for ministerial approval of two units on parcels located in single-family residential zones as outlined in Government Code Sections 65852.21 and 66411.7. SB 9 took effect on January 1, 2022.

C. SB 9 requires cities to ministerially approve a parcel map for an urban lot split and/or a proposed housing development containing a maximum of two residential units within a single-family residential zone, if the two-unit or subdivision project meets certain statutory criteria. SB 9 specifies that proposed projects and subdivisions cannot be proposed in prohibited locations under Government Code Section 65913.4(a)(6)(B)-(K), such as in an earthquake fault zone, lands under conservation easement, a federally designated flood plain, and high fire hazard severity zones as defined under state law.

D. SB 9 further restricts the standards and regulations that local agencies may impose on qualifying two-unit or subdivision projects. In addition, SB 9 permits a local agency to deny a proposed two-unit or subdivision project only if the agency makes a written finding based on preponderance of the evidence that the proposed project would have a specific, adverse impact upon public health and safety or the physical environment, which is a very high standard for municipalities to meet under the statute.

E. The City of Jurupa Valley’s natural beauty, equestrian lifestyle, and semi-rural residential communities are uniquely valuable public resources. Some parcels within the City are

also within high fire hazard severity zones, or other locations where increased density may cause safety concerns. The City has substantial interests in protecting the community against these hazards. Unregulated or disorderly development represents an ever-increasing and true threat to the health, welfare and safety of the community.

F. SB 9 specifically authorizes local agencies to impose objective zoning, subdivision, and design standards consistent with the bill's provisions, and to adopt an ordinance to implement its provisions. The default standards contained in the new state law lack sufficient objective zoning, subdivision, and design standards to preserve the health, welfare and safety of the community. The City of Jurupa Valley desires to clarify the objective zoning and design standards that will apply to the ministerial review of qualifying urban lot splits and residential developments in the City's single-family residential zones.

G. The City Council is concerned that under the City's current zoning standards and current general plan policies, the approval of qualifying urban lot splits and residential developments pursuant to SB 9 might cause a disproportionate public health, safety and welfare impact to the City of Jurupa Valley community and to its residents – including potential detrimental impacts on vehicular and pedestrian safety, emergency response, and housing affordability – without compensating benefits to the community.

H. The City Council finds that studies need to be conducted to determine the proper location, concentration, regulations, and other land use regulatory controls that need to be in place in order to ensure that the approval of qualifying urban lot splits and residential developments pursuant to SB 9 does not burden the City and its residents and that the procedures for allowing such uses need to be studied to enable the City to address and mitigate potential burdens on the communities affected by these developments.

I. The City Council finds that in order to best protect the immediate threat to the public health, safety, and welfare, it is necessary for the City to immediately study and analyze the implications of approving qualifying urban lot splits and residential developments pursuant to SB 9 in the City.

J. To accomplish this, the City Council intends to impose, on an urgency basis, emergency regulations related to urban lot splits and residential developments proposed pursuant to SB 9.

K. These emergency regulations will allow City staff, the City Council, property owners, and the people of the City of Jurupa Valley sufficient time to analyze the burdens that urban lot splits and residential developments proposed pursuant to SB 9 will have on the City so that the appropriate land use regulatory controls and zone changes can be adopted if needed. During this period, the City will be able to analyze their potential impacts on the public health. The City Council finds that these studies will help the City Council and the City's Planning Department determine how best to prevent impacts to the public health, safety and welfare. The City Council further finds that these emergency regulations will allow time to evaluate the City's General Plan designations and policies, zoning measures or development standards and develop appropriate regulations for qualifying urban lot splits and residential developments in the City to achieve a reasonable level of assurance that there will not be serious negative impacts to the overall

community and ensure positive outcomes for the City's residents, business community, property owners, and developers.

L. The City Council finds that it is necessary that this interim Ordinance take effect immediately as there is a current and immediate threat to the public health, safety and welfare. Without this interim Ordinance, urban lot splits and residential developments proposed pursuant to SB 9 may be established in the City that may be in conflict with regulations ultimately adopted. Without this interim Ordinance, such urban lot splits and residential developments may be allowed to develop within the City that are incompatible with surrounding neighborhoods. Therefore, a current and immediate threat to the public safety, health and welfare exists.

M. For the reasons specified above and all the evidence in the record, the City Council finds that there is a current and immediate threat to the public health, safety and welfare caused by the approval of qualifying urban lot splits and residential developments pursuant to SB 9 in the City, and that the approval of any entitlement to allow such type of use would constitute a current and immediate threat to the public health, safety, and welfare of the residents of the City.

SECTION 2. Adoption as an Urgency Interim Zoning Ordinance. This interim Ordinance is adopted as an urgency zoning ordinance pursuant to the provisions of Government Code Section 65858(a), and shall be effective immediately upon its adoption. Based upon the findings set forth in Section 1 of this interim Ordinance, the City Council finds and determines that the adoption of this interim Ordinance as an urgency ordinance is necessary for the immediate preservation of public health, safety and welfare pursuant to the requirements of Government Code Sections 65858(a) and 36937(b).

SECTION 3. Prohibition on SB 9 Projects that Fail to Comply with Certain Standards. Notwithstanding any other ordinance or provision of the Jurupa Valley Municipal Code, SB 9 Development Projects, as defined herein, are prohibited unless the project complies with the following requirements:

- A. **Definitions.** For the purposes of this interim Ordinance, certain words and phrases are defined as follows:
1. "Accessory Dwelling Unit" has the same meaning ascribed in California Government Code Section 65852.2, as the same may be amended from time to time.
 2. "Junior Accessory Dwelling Unit" has the same meaning ascribed in California Government Code Section 65852.22, as the same may be amended from time to time.
 3. "Primary Residence" means the original dwelling on the property.
 4. "SB 9" means a state law passed by the California state senate and approved by the Governor on September 16, 2021. The bill amends Government Code section 66452.6 and adds Government Code sections 65852.21 and 66411.7.

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5. “SB 9 Development Project” consists of an Urban Lot Split or development project proposed pursuant to the regulations set forth in SB 9.
6. “Urban Lot Split” means a parcel map subdivision permitted pursuant to the regulations set forth in SB 9 that creates no more than two parcels of approximately equal size.

B. Applicability: Ministerial Compliance Review.

1. Notwithstanding any other provision of the Jurupa Valley Municipal Code, the provisions of this interim Ordinance shall apply to SB 9 Development Projects and Urban Lot Splits that are proposed for lots in the R-1 (One Family Dwellings) zoning district pursuant to the regulations set forth in SB 9. Except as expressly provided in this interim Ordinance or SB 9, all other regulations of the underlying zone of a property developed pursuant to SB 9 shall apply, along with all other applicable regulations from the Jurupa Valley Municipal Code.
2. Proposed SB 9 Development Projects shall be subject to ministerial review by the Community Development Director or his designee to determine whether the criteria for approval have been met. An Urban Lot Split shall be processed as a parcel map, but no discretionary review or public hearing shall be conducted if all required criteria have been met.
3. Notwithstanding Government Code Section 66411.1, the City shall not require dedications of rights-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map for an Urban Lot Split.
4. Applicants are required to submit an application, including any maps, records, or other documents required by the Community Development Director. Applicants must provide a sworn statement affirming eligibility with SB 9 regulations.
5. The City may, at the applicant’s expense, conduct independent inquiries and investigation to ascertain the veracity of any or all portions of the sworn statement.

C. General Requirements. A property owner seeking approval of an SB 9 Development Project shall comply with the following general requirements:

1. SB 9 and all objective requirements of other applicable state law including the Subdivision Map Act.
2. The Jurupa Valley Municipal Code, including Titles 7 (Subdivisions), 8 (Buildings and Construction) and 9 (Planning and Zoning), except as expressly provided in SB 9 or in this interim Ordinance.
3. Execution and recording of a covenant, supplied by the City and subject to the approval of the City Attorney, that contains the following provisions:
 - a. Non-residential uses on the site shall be prohibited;

- b. The short term rental for periods less than 30 days of any units on the site shall be prohibited;
 - c. Any subsequent Urban Lot Split of land that was previously subdivided with an Urban Lot Split shall be prohibited;
 - d. Except as provided in Government Code Section 66411.7 for community land trusts and qualified nonprofit corporations, the owner of the property for which an Urban Lot Split is proposed shall sign an affidavit stating that the owner intends to occupy one of the housing units as their principal residence for at least three years from the date of the approval of the Urban Lot Split;
 - e. Ongoing compliance with all SB 9 requirements and restrictions shall be required;
 - f. Access to the public right-of-way shall be maintained in perpetuity; and
 - g. If, pursuant to SB 9, more than one unit is developed on a lot, one of such units shall be rented or leased at an affordable rent for moderate-income households (as defined in Health and Safety Code Section 50053), if it is rented. Upon request from the City, the property owner shall furnish a copy of the rental or lease agreement of any unit in an SB 9 Development Project that is rented or leased.
 - h. All required parking shall be maintained.
- D. Objective Standards. All SB 9 Development Projects shall comply with the following objective standards:
- 1. One enclosed or partially enclosed parking space is required for each unit created pursuant to the regulations in SB 9 and this interim Ordinance, unless the parcel upon which the unit is created is within one-half mile walking distance of a high quality transit corridor or a major transit stop or there is a car share vehicle located within one block of the project. Required parking for an Urban Lot Split lot shall be accessed via an alley, if there is an alley adjacent to the lot.
 - 2. Non-public utility electrical elements such as wires, conduits, junction boxes, transformers, ballasts, and switch and panel boxes shall be concealed from view from adjacent public rights-of-way.
 - 3. All flashing, sheet metal vents, and pipe stacks shall be painted to match the adjacent roof or wall material.
 - 4. Pedestrian access to a public street or alley shall be provided with an exterior pedestrian pathway from the primary entrances of each unit to the adjoining sidewalk, street, or alley.

5. More than 25 percent of the exterior structural walls of a Primary Residence shall not be demolished if the Primary Residence has been occupied by a tenant in the three years prior to the submission of an SB 9 Development Project application.
6. No unit created pursuant to the regulations in SB 9 and this interim Ordinance shall exceed 16 feet and one story in height.
7. No unit created pursuant to the regulations in SB 9 and this interim Ordinance shall be more than 1,200 square feet in floor area. For the purposes of this interim Ordinance, basements shall count as floor area.
8. Any units created pursuant to the regulations in SB 9 and this interim Ordinance shall have a minimum four foot setback from all side and rear lot lines except as allowed by Government Code Section 65852.21.
9. Any units created pursuant to the regulations in SB 9 and this interim Ordinance shall be separated from any other units on the same lot by at least 10 feet.
10. An SB 9 Development Project shall not require the demolition or alteration of any of the following:
 - a. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.
 - b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
 - c. Housing that has been occupied by a tenant in the three years prior to the submission of an SB 9 Development Project application.
 - d. Housing units removed from the rental market under the Ellis Act within the 15 years prior to the submission of an SB 9 Development Project application.
11. An SB 9 Development Project shall not be permitted on a parcel located in:
 - a. Prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the State Department of Conservation.
 - b. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).
 - c. A very high fire hazard severity zone, as determined by the State Department of Forestry and Fire Protection pursuant to Government Code Section 51178, or within a high or very high fire hazard severity zone as indicated on maps

adopted by the State Department of Forestry and Fire Protection pursuant to Public Resources Code Section 4202. This subparagraph does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of Government Code Section 51179, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

- d. A hazardous waste site that is listed pursuant to Government Code Section 65962.5 or a hazardous waste site designated by the State Department of Toxic Substances Control pursuant to Health and Safety Code Section 25356, unless the State Department of Public Health, State Water Resources Control Board, or State Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.
- e. A delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2 of the Government Code.
- f. A special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless either of the following are met: (1) the site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the City, or (2) the site meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations.
- g. A regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations.
- h. Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.

- i. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).
 - j. Lands under conservation easement.
 - k. A historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or a site that is designated or listed as a local landmark or historic property or district by the City.
12. An Urban Lot Split shall comply with SB 9, the standards set forth above, and the following standards:
- a. No lot resulting from an Urban Lot Split shall be smaller than 1,200 square feet.
 - b. No lot resulting from an Urban Lot Split shall have more than two residential units inclusive of any Accessory Dwelling Unit or Junior Accessory Dwelling Unit.
 - c. The two lots resulting from an Urban Lot Split shall be approximately equal in size, and no smaller than 40 percent or larger than 60 percent of the lot area of the original parcel.
 - d. No flag lots shall be created as a result of an Urban Lot Split if the subject property is adjacent to an alley, located on a corner, or on a through lot.
 - e. The width of any lot resulting from an Urban Lot Split shall not be less than 20 feet wide.
 - f. The proposed parcel map shall demonstrate the ability to access the public right-of-way in perpetuity.
- E. Exceptions. The Community Development Director shall approve an exception to any of the standards specified in this interim Ordinance upon determining that complying with the standard would physically preclude the construction of up to two residential units per lot or would physically preclude either of the two residential units from being 800 square feet in floor area.
- F. Denial. The Building Official may deny an application for an SB 9 Development Project upon making both of the following findings in writing based upon a preponderance of evidence:

1. The proposal would have a specific, adverse impact upon the public health and safety or the physical environment as defined and determined in Government Code Section 65589.5(d)(2).
2. There is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

SECTION 4. CEQA Finding. The City Council hereby finds, in the exercise of its independent judgment and analysis, that this interim Ordinance is exempt from the California Environmental Quality Act (“CEQA”) because it can be seen with certainty that this interim Ordinance has no likelihood of causing a significant negative effect on the environment and accordingly both the City Council’s action of adopting this interim Ordinance and the effects derivative from that adoption are exempt from the application of CEQA pursuant to State CEQA Guideline Section 15061(b)(3) (14 Cal. Code Regs. § 15061(b)(3)). This interim Ordinance will provide temporary emergency regulations related to SB 9 Development Projects and Urban Lot Splits in the City in order to protect the public health, safety, and general welfare, and will thereby serve to avoid potentially significant adverse environmental impacts during the term of the emergency regulations. There is no possibility that adopting this interim Ordinance will have a significant effect on the environment. It is therefore not subject to the California Environmental Quality Act review pursuant to Title 14, Chapter 3, Section 15061(b)(3) of the California Code of Regulations and no environmental analysis is required. Furthermore, this interim Ordinance is exempt from the CEQA pursuant to Government Code Section 65852.21(j). The Community Development Director shall prepare and file a Notice of Exemption for this interim Ordinance.

SECTION 5. Planning Studies. City staff shall promptly commence the studies they may deem necessary and appropriate to make a recommendation to this City Council regarding the structuring of the General Plan, zoning and other necessary regulatory controls over SB 9 Development Projects within the City of Jurupa Valley. Pursuant to Government Code Section 65858(d), City staff shall prepare and submit for City Council adoption, at least ten (10) days prior to the expiration of this interim Ordinance, or any extension hereof, a written report describing the measures taken to alleviate the conditions which led to the adoption of this interim Ordinance.

SECTION 6. Extension of Time. The Community Development Director and the City Clerk’s office shall undertake all actions legally necessary to extend this interim Ordinance in the event the studies desired by this City Council will not be concluded on or before the forty-fifth (45th) day subsequent to the adoption of this interim Ordinance.

SECTION 7. Effect of Ordinance. This interim Ordinance is intended to supersede any ordinance or resolution of the City of Jurupa Valley in conflict with the terms of this interim Ordinance; provided, however, that nothing contained in this interim Ordinance is intended to nor shall be construed to impair the prosecution or other enforcement action for violations of such ordinances.

SECTION 8. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this interim Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this interim Ordinance. The City Council hereby declares that it

DRAFT: For January 20, 2022 City Council Meeting

would have adopted this interim Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

SECTION 9. Effective Date. This interim Ordinance shall take effect immediately upon its passage. It shall be of no further force or effect forty-five (45) days from the date of its adoption unless extended pursuant to the legal requirements contained in Government Code Section 65858.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Jurupa Valley on this 20th day of January, 2022.

Chris Barajas
Mayor

ATTEST:

Victoria Wasko, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF JURUPA VALLEY)

I, Victoria Wasko, CMC, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Ordinance No. ____ was duly adopted and passed at a meeting of the City Council of the City of Jurupa Valley on the 20th day of January, 2022, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

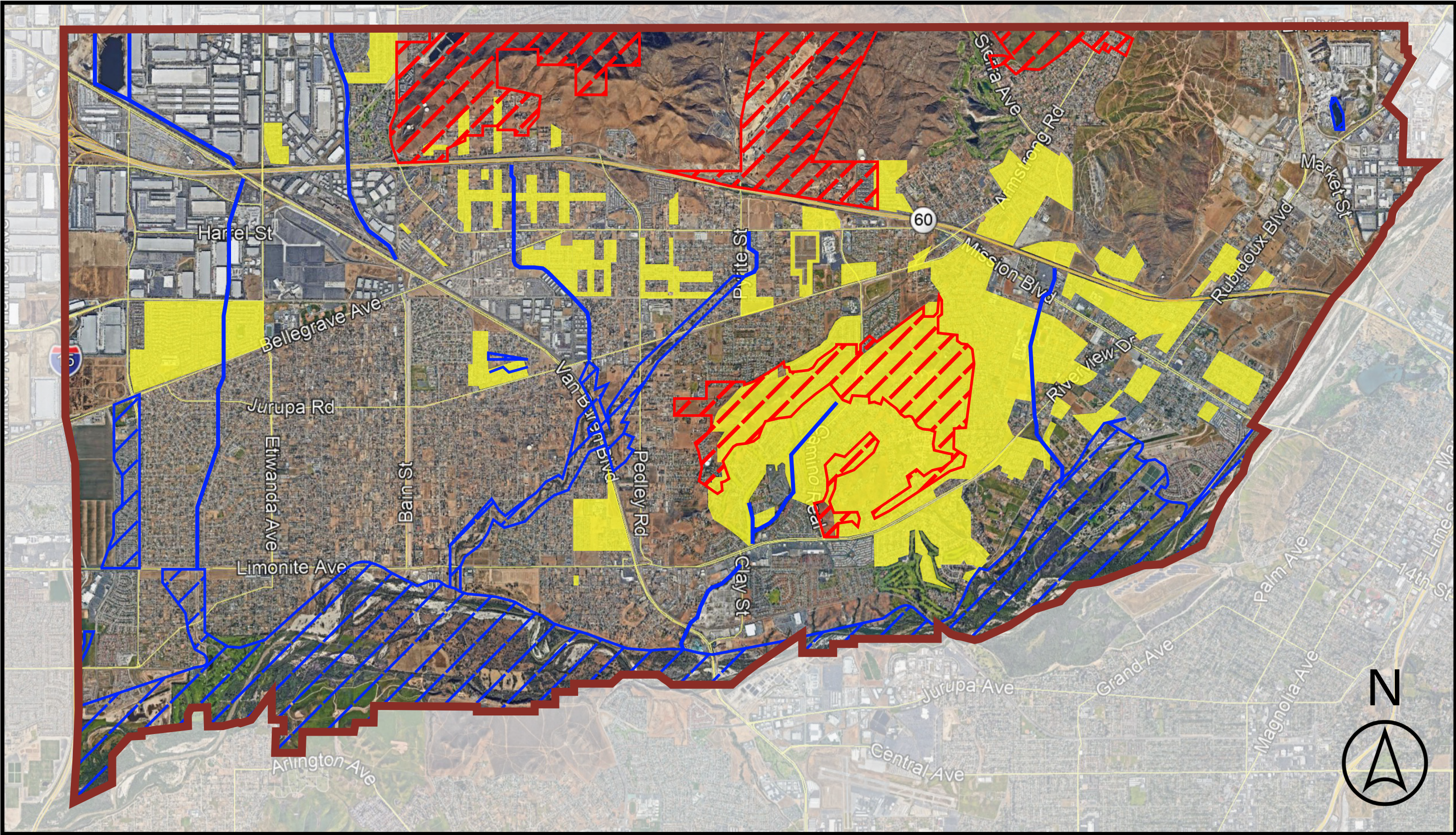
ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:




IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Jurupa Valley, California this 20th day of January, 2022.

VICTORIA WASKO, CMC
CITY CLERK

CITY OF JURUPA VALLEY | SB-9 APPLICABILITY



LEGEND

-  R-1 (One (1) Family Dwellings)
-  Very High Fire Hazard Severity Zone
-  100-Year Floodplain (FEMA)

Revised 1-4-2022



City of Jurupa Valley

STAFF REPORT

DATE: JANUARY 20, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

BY: PAUL TOOR, PUBLIC WORKS DIRECTOR/CITY ENGINEER

SUBJECT: AGENDA ITEM NO. 17.C

**RIVERSIDE TRANSMISSION RELIABILITY PROJECT (“RTRP”)--
APPROVAL OF GRANT OF EASEMENT ALLOWING SOUTHERN
CALIFORNIA EDISON COMPANY TO CONSTRUCT UNDERGROUND
ELECTRICAL TRANSMISSION LINES FOR THE RTRP UNDER PATS
RANCH ROAD (BETWEEN LIMONITE AVENUE AND BELLEGRAVE
AVENUE), BELLEGRAVE AVENUE (BETWEEN PATS RANCH ROAD
AND WINEVILLE AVENUE), WINEVILLE AVENUE (BETWEEN
BELLEGRAVE AVENUE AND CANTU GALLEANO RANCH ROAD),
AND 68TH STREET (BETWEEN PATS RANCH ROAD AND LUCRETIA
AVENUE) AS PROVIDED IN THE CALIFORNIA PUBLIC UTILITIES
COMMISSION’S DECISION APPROVING THE RTRP**

RECOMMENDATION

That the City Council adopt Resolution No. 2022-06, entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA
VALLEY APPROVING THAT CERTAIN “GRANT OF EASEMENT
AGREEMENT (UNDERGROUND TRANSMISSION EASEMENT)” BETWEEN
THE CITY OF JURUPA VALLEY AND SOUTHERN CALIFORNIA EDISON
COMPANY AND MAKING CERTAIN FINDINGS PURSUANT TO THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE RIVERSIDE
TRANSMISSION RELIABILITY PROJECT PURSUANT TO THE
CALIFORNIA PUBLIC UTILITIES COMMISSION’S DECISION NO. 20-003-
001 (CPUC PROCEEDING NO. A1505013)**

BACKGROUND

Southern California Edison (SCE) and the City of Riverside's Municipal Utility Department (RPU) jointly planned the Riverside Transmission Reliability Project (RTRP), which proposed the installation of, among other items, new overhead high-voltage transmission

power lines through the City of Jurupa Valley. The proposed route of the RTRP would have significant impacts to existing and proposed commercial and residential developments. The overhead portions of the transmission lines would connect to existing overhead transmission lines at the intersection of Cantu-Galleano Ranch Road and Wineville Avenue, and continue overhead to the south along Wineville Avenue, Bellegrave Avenue, Pats Ranch Road to Limonite Avenue where the transmission lines would transfer to underground. From this intersection, the transmission lines would continue south along Pats Ranch Road to 68th Street, then east along 68th Street to Lucretia Avenue, where the lines would move to overhead again and continue south across the Santa Ana River and into Riverside.

On April 15, 2015, SCE filed an application (A. 15-04-013) for a Certificate of Public Convenience and Necessity (CPCN) with the California Public Utilities Commission (CPUC) to construct the RTRP through Jurupa Valley and connecting to RPU circuits in the City of Riverside. Following several years of testimony and review, the CPUC adopted Decision No. 20-003-001 on March 12, 2020 certifying the Subsequent Environmental Impact Report submitted and approving the CPCN for the RTRP subject to certain conditions.

In identifying conditions, the CPUC proposed several project alternatives, including “Alternative 1”, which includes additional undergrounding of portions of the RTRP. The undergrounding identified by Alternative 1 converted those portions previously identified as overhead (from the intersection of Cantu-Galleano Ranch Road and Wineville Avenue to Pats Ranch Road and Limonite Avenue) to underground. This action will underground the transmission facilities along the approximate 4-mile stretch within the City of Jurupa Valley:

- Pats Ranch Road (between Limonite Avenue and Bellegrave Avenue)
- Bellegrave Avenue (between Pats Ranch Road and Wineville Avenue)
- Wineville Avenue (between Bellegrave Avenue and Cantu Galleano Ranch Road)
- 68th Street (between Pat’s Ranch Road and Lucretia Avenue).

The approved CPCN further identified that the City of Jurupa Valley would grant SCE a “superior easement” along the environmentally superior alignment of Alternative 1, which would protect SCE against the mandatory relocation of RTRP underground project facilities in consideration of the undergrounding of those project facilities.

ANALYSIS

On December 1, 2011, the City Council adopted Ordinance No. 2011-07, which granted SCE a franchise to use and construct facilities within the public rights of way for transmitting and distributing electricity. In granting SCE a franchise within the City, it identifies that SCE may be required to relocate, at SCE’s cost, facilities that were installed per the franchise, upon the request of the City. As SCE has identified a significant cost difference between installing the RTRP facilities underground as opposed to overhead, SCE expressed concern that another third-party entity may compel SCE to relocate the RTRP facilities.

Since the CPUC adoption of Decision No. 20-003-001, the City of Jurupa Valley and SCE have collaborated in the development of a “Grant of Easement Agreement (Underground – Transmission Agreement)”, which is based upon Alternative 1. The intent of the superior easement granted by this Agreement is to allow the design and construction of the transmission facilities to be placed underground, however, without the future requirement of SCE to relocate these facilities. The Agreement clarifies the legal rights of SCE to construct and operate the RTRP facilities with the City right of way.

As the design and subsequent construction of the RTRP facilities by SCE is completed, City staff and SCE staff will review and refine the overall easement needed by SCE to operate and maintain the facilities.

The Easement also provides a process by which utilities that may need to cross the SCE facilities or run parallel to them, before or after construction, may be negotiated with and approved by SCE.

Attached as Exhibit 1 is the “Summary of Main Terms of Easement Agreement between City of Jurupa Valley and Southern California Edison.” This document provides a more detailed summary of the terms of the proposed Easement

OTHER INFORMATION

The City Attorney has reviewed and approved the Grant of Easement Agreement as to form.

FINANCIAL IMPACT

There is no impact to the General Fund with the approval of this Agreement.

ALTERNATIVES

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

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

Prepared by:



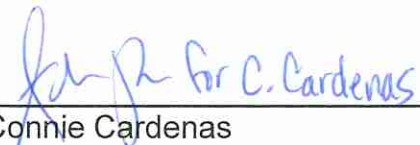
Steve R. Loriso
Engineering Assistant

Reviewed by:



Paul Toor
Public Works Director/City Engineer

Reviewed by:



Connie Cardenas
Director of Administrative Services

Reviewed by:



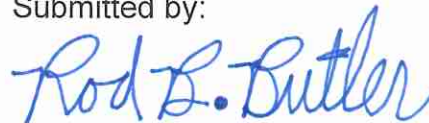
Michael Flad
Assistant City Manager

Approved as to form:



Peter M. Thorson
City Attorney

Submitted by:



Rod B. Butler
City Manager

Attachments:

- A. Resolution No. 2022-06
- B. Proposed "GRANT OF EASEMENT AGREEMENT (UNDERGROUND TRANSMISSION EASEMENT)"
- C. Exhibit 1 Summary of Main Terms of Easement Agreement between City of Jurupa Valley and Southern California Edison.

RESOLUTION NO. 2022-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING THAT CERTAIN “GRANT OF EASEMENT AGREEMENT (UNDERGROUND TRANSMISSION EASEMENT)” BETWEEN THE CITY OF JURUPA VALLEY AND SOUTHERN CALIFORNIA EDISON COMPANY AND MAKING CERTAIN FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE RIVERSIDE TRANSMISSION RELIABILITY PROJECT PURSUANT TO THE CALIFORNIA PUBLIC UTILITIES COMMISSION’S DECISION NO. 20-003-001 (CPUC PROCEEDING NO. A1505013)

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

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

(a) Southern California Edison Company (“SCE”) applied for a Certificate of Public Convenience and Necessity from the California Public Utilities Commission (“CPUC”) to construct a series of electrical transmission facilities known as the Riverside Transmission Reliability Project (“RTRP”) (CPUC Proceeding No. A1505013). On March 12, 2020, the CPUC adopted Decision No. 20-003-001 certifying the Subsequent Environmental Impact Report and approving the Certificate of Public Convenience and Necessity for the RTRP subject to certain conditions (“CPCN”).

(b) The CPUC identified several project alternatives, including “Alternative 1”, which includes additional undergrounding of portions of the RTRP. The CPCN described Alternative 1 as the environmentally superior alternative. The CPCN requires the SCE to underground the RTRP as provided in Alternative 1 provided that the City of Jurupa Valley grants SCE a superior easement or other property right protecting against the mandatory relocation of RTRP underground project facilities in consideration of the undergrounding of those project facilities. The Grant of Easement approved by this Resolution fulfills this requirement.

(c) The portion of the Alternative 1 alignment in which SCE will underground the RTRP electrical transmission facilities is along the approximate 4-mile stretch of the City’s right of way is described below:

Pat’s Ranch Road (between Limonite Avenue and Bellegrave Avenue), Bellegrave Avenue (between Pat’s Ranch Road and Wineville Avenue), Wineville Avenue (between Bellegrave Avenue and Cantu Galleano Ranch Road), and 68th Street (between Pat’s Ranch Road and Lucretia Avenue).

(d) The Grant of Easement protects the health, safety and general welfare of the City of Jurupa Valley.

Section 2. The CPUC prepared the Subsequent Environmental Impact Report (“SEIR”) for the Riverside Transmission Reliability Project. The SEIR extensively studied Alternative 1 that

provided for the undergrounding of the RTRP electrical transmission facilities within the City's right of way. The CPUC certified the SEIR after finding that: (1) SEIR was prepared and completed in compliance with the California Environmental Quality Act and CEQA Guidelines; (2) SCE must comply with the mitigation identified in the Mitigation Monitoring and Reporting Plan for the RTRP; (3) the SEIR was reflective of the Commission's independent judgment and analysis; and (4) CPUC had reviewed and considered the SEIR prior to approving the RTRP. Pursuant to CEQA and CEQA Guidelines, City Staff has reviewed and considered the potential environmental impacts of the Grant of Easement and has determined that the Grant of Easement does not involve substantial changes which will result in new significant environmental effects not discussed in the SEIR, and that the Grant of Easement does not involve new information of substantial importance which shows that the Grant of Easement will have significant effects not discussed in the SEIR. The Grant of Easement does not involve any physical changes in the environment. The undergrounding of the RTRP electrical transmission facilities in the City's right of way as described in the Grant of Easement was fully and carefully studied in the SEIR. The Grant of Easement only clarifies the legal rights of SCE to operate in the City right of way. Therefore, no further environmental review is required of the Grant of Easement.

Section 3. The City Council of the City of Jurupa Valley hereby approves that certain agreement entitled "GRANT OF EASEMENT AGREEMENT (UNDERGROUND-TRANSMISSION EASEMENT)" between the City Of Jurupa Valley and Southern California Edison Company and authorizes the Mayor to execute said Grant of Easement in substantially the form presented to the City Council. The City Clerk is directed to record the Grant of Easement. The City Manager is authorized to take all actions necessary and convenient to cause the Grant of Easement to be recorded and to implement and effectuate the Grant of Easement, including but not limited to, entering into or approving on behalf of the City operating memoranda, certifications, non-substantive amendments correcting errors in the Grant of Easement and similar documents.

Section 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED, by the City Council of the City of Jurupa Valley on this 20th day of January 2022.

Chris 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. 2022-06 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 20th day of January 2022 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 20th day of January 2022.

Victoria Wasko, City Clerk
City of Jurupa Valley

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY – 2ND FLOOR
POMONA, CA 91768

ATTN: TITLE & REAL ESTATE SERVICES

WITH A COPY TO

CITY OF JURUPA VALLEY
8930 LIMONITE AVENUE
JURUPA VALLEY, CA 92509
ATTENTION: CITY CLERK'S OFFICE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Location: City of Jurupa Valley
(Pats Ranch Rd., Bellegrave Ave.,
Wineville Ave. & 68th St.)
V&LM File No.: ACQ203846326
SCE Doc. No. 524810

DOCUMENTARY TRANSFER TAX \$ _____	Serial No. 72900A Service Order No. 801979678
_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED	APPROVED Vegetation & Land Management
_____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE	
SO. CALIF. EDISON CO. SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	
BY SF DATE 12/14/2021 SCE LAW Approved: RP	

GRANT OF EASEMENT AGREEMENT (UNDERGROUND – TRANSMISSION EASEMENT)

This Grant of Easement Agreement ("Easement") is entered into by and between the City of Jurupa Valley, a municipal corporation ("City" or "Grantor"), and Southern California Edison, a California corporation ("SCE" or "Grantee"). Grantor and Grantee may be referred to below as the "Parties" and each as a "Party". This Easement is effective on the date it is fully-executed by the Parties ("Effective Date").

RECITALS

Whereas, SCE applied for a Certificate of Public Convenience and Necessity from the California Public Utilities Commission ("CPUC") to construct a series of electrical transmission facilities known as the Riverside Transmission Reliability Project ("RTRP") (CPUC Proceeding No. A1505013).

Whereas, in Decision No. 20-003-001 (the "CPCN"), the CPUC identified several project alternatives, including "Alternative 1", which includes additional undergrounding of portions of the RTRP. The CPCN described Alternative 1 as the environmentally superior alternative.

Whereas, the City actively participated in the CPUC proceedings and requested that the portion of Alternative 1 of RTRP that will be constructed along Pat's Ranch Road (between Limonite Avenue and Bellegrave Avenue), Bellegrave Avenue (between Pat's Ranch Road and Wineville Avenue), Wineville Avenue (between Bellegrave Avenue and Cantu Galleano Ranch Road), and 68th Street (between Pat's Ranch Road and Lucretia Avenue) be installed underground within the City's rights of way (collectively "City's Subject Rights of Way"), which are used for public street and public utility purposes. The alignment of the City's Subject Rights of Way is legally described and approximately depicted on the attached Exhibit "A".

Whereas, on December 1, 2011, the City of Jurupa Valley City Council adopted Ordinance No. 2011-07, which granted to SCE a franchise in accordance with the Franchise Act of 1937 ("SCE Franchise"). The SCE Franchise provides to SCE the right to use and construct poles, wires, conduits, and appurtenances, including communication conduits necessary or proper therefore, in, along, across, upon, over, and under the public streets, ways, alleys and places within the City for the purpose of transmitting and distributing electricity.

Whereas, the SCE Franchise and common law applicable to franchises require that the utility may be required to relocate, at the utility's cost, facilities that were installed per the SCE Franchise upon the request of the subject jurisdiction or other jurisdictions. Specifically, Section 4(g) of the SCE Franchise sets forth the obligations of SCE regarding removal or relocation of facilities. It provides:

(g) Removal or Relocation of Facilities. As required by California Public Utilities Code Section 6297, the Grantee shall remove or relocate any facilities installed, used, and maintained under the franchise if and when made necessary by any lawful change in grade, alignment or width of any public street, way, alley or place. Such removal or relocation shall be performed without expense to the City. In no event shall Grantee be obligated to incur the cost of removal or relocation of any Facilities which were previously removed or relocated at the request of the City, if the request for the removal or relocation is delivered on a date that is less than five (5) years from the date of completion of a prior removal or relocation requested by the City with respect to such Facilities.

Whereas, SCE represented to the CPUC that the City's requested undergrounding was not supported and that it required a real property right that was separate and distinct from its franchise right, due, in part, to:

- the significant cost difference between installing the facilities underground as opposed to overhead on properties not owned or controlled by the City;
- the risk to SCE and its ratepayers (financial and otherwise) if there were a request to relocate SCE's facilities in the future on the basis of franchise or common law, as specifically provided in CPCN Conclusions of Law 8 and 9 and Ordering paragraphs 2 through 4; and
- the potential for the City to charge SCE a premium for a separate and distinct real property right within the City's right of way in order to protect SCE and its ratepayers against the risks / costs of future relocation.

Whereas, the City represented to SCE and the CPUC that with respect to the closed session item relating to the RTRP, the City Council unanimously adopted the following position concerning the Administrative Law Judge's Proposed Decision in the proceedings before the CPUC:

"The City unequivocally supports the Proposed Decision's conclusion that the RTRP be constructed according to Alternative 1 and is completely committed to providing Southern California Edison with the superior easement necessary for Alternative 1 to be constructed."

Whereas, the CPUC expressly recognized the risk that the City could compel a future relocation of SCE's facilities and, based on the City's representations, agreed that the risk of relocation could be eliminated if the City issued to SCE easement rights that are superior to those rights granted per the SCE Franchise. Section 8.1 of the CPCN states, in part:

"Jurupa Valley does not assure us that it will never in the future propose underground facilities or other contingencies that would require the need to relocate the RTRP. We agree with SCE that the risk that Jurupa Valley might compel relocation of underground project facilities or exact a premium to grant SCE a superior easement protecting it against such risk warrants a finding that Alternative 1 (and the other undergrounding alternatives) are infeasible as a matter of policy and equity. The undergrounding alternatives were identified for the targeted purpose of mitigating visual impacts on Jurupa Valley's residential streets and Goose Creek Golf Club. It would be patently inequitable to burden ratepayers with the cost of mitigating these impacts to Jurupa Valley only

to have Jurupa Valley compel relocation or extract additional compensation in order for SCE to avoid that risk. However, Alternative 1 would not be infeasible if that risk is removed by Jurupa Valley granting SCE a superior easement that protects SCE against the risk that Jurupa Valley might compel the relocation of underground project facilities in consideration of the benefit that Alternative 1 would provide to Jurupa Valley."

Whereas, CPCN, Conclusion of Law No. 8, states: "[p]rovided that Jurupa Valley grants SCE a superior easement protecting against the mandatory relocation of underground project facilities in consideration of the undergrounding of those project facilities, SCE should be granted a CPCN to construct the RTRP as Alternative 1, in conformance with the MMRP for Alternative 1 contained in the final EIR and SEIR."

Whereas, the City, in consideration of SCE's agreement to underground portions of its facilities within the City's Subject Rights of Way consistent with Alternative 1, is desirous of granting SCE a superior easement in conformance with the CPUC's directives in the CPCN.

Whereas, SCE has agreed to move forward with Alternative 1 in conformity with the CPUC's directives in the CPCN, and in reliance on the warranties, representations, and grant of easement set forth herein. But for such warranties, representations, and grant of easement, SCE would not have agreed to implement Alternative 1 and would have challenged implementation of the project alternative before the CPUC or a court of competent jurisdiction.

Whereas, the granting of rights to SCE under this Easement and SCE's undergrounding of its facilities within the City's Subject Rights of Way pursuant to Alternative 1 is consistent with the City's prepared testimony and briefs filed in the CPCN and with the CPUC's Decision which states that "Alternative 1 would not be infeasible if that risk is removed by Jurupa Valley granting SCE a superior easement that protects SCE against the risk that Jurupa Valley might compel the relocation of underground project facilities in consideration of the benefit that Alternative 1 would provide to Jurupa Valley."

Whereas, SCE has expressed its concern that another third-party entity (such as a transit agency or irrigation district) may compel the relocation of SCE's facilities in the future on the basis that, under the common law, a franchised utility may be required to relocate its facilities to make way for a proper governmental use of the streets.

Whereas, in furtherance of obtaining the Easement within the area of the Easement Strip (as defined below) to SCE's satisfaction and with cooperation from the City, once RTRP's construction is complete, SCE will exercise its powers of eminent domain for the acquisition of rights on specific portions of the City's Subject Rights of Way in areas that correspond to SCE's final Easement boundaries.

Whereas, the City finds that the undergrounding of the SCE facilities within the City's Subject Rights of Way in accordance with Alternative 1, which encompasses the approximate 4-mile stretch of the route of the RTRP within the City boundary where the undergrounding will occur, constitutes a significant public benefit and public purpose for the City of Jurupa Valley and its residents.

Whereas, following SCE's filing of its complaint in eminent domain once RTRP's construction is complete, including the undergrounding of SCE facilities within the City's Subject Rights of Way in accordance with Alternative 1, and in lieu of proceeding with a full eminent domain proceeding and trial, the Parties will file a Stipulation for Judgment and Final Order of Condemnation.

Whereas, in expectation of filing the Stipulation for Judgment and Final Order of Condemnation, the Parties hereby stipulate, in accordance with Code of Civil Procedure Section 1240.030, that: (i) the public interest and necessity require the undergrounding proposed as part of Alternative 1; (ii) the undergrounding proposed as part of Alternative 1 is planned and located in the manner that will be most compatible with the greatest public good and the least private injury; and (iii) the acquisition of the Easement Strip is necessary for the undergrounding proposed as part of Alternative 1, which includes the approximate 4-mile stretch of the route of the RTRP within the City boundaries where the undergrounding will occur.

Whereas, the Parties also stipulate that the Easement constitutes a real property right that is separate and distinct from the SCE Franchise.

Whereas, the Parties further stipulate that the proposed use of the Easement Strip by SCE and the City is a joint and compatible use under Code of Civil Procedure Section 1240.510, and that the use of the Easement Strip by SCE will not unreasonably interfere with or impair the continuance of the City's public use of said area as it currently exists or may reasonably be expected to exist in the future except as otherwise provided in the Easement.

Whereas, the Parties further stipulate that in any such eminent domain proceeding filed by SCE in connection with the undergrounding proposed as part of Alternative 1, to whatever extent the Easement Strip is currently appropriated to public use, SCE's acquisition of the Easement Strip, subject to the terms of the Easement Agreement, (i) as to the City of Jurupa Valley, constitutes a compatible public use under the provisions of Section 1240.510 of the California Code of Civil Procedure and SCE's proposed use will not unreasonably interfere with or impair the continuance of the City of Jurupa Valley's public use as it then exists or may reasonably be expected to exist in the future except as otherwise provided in the Easement Agreement, and (ii) as to other defendants, constitutes a compatible public use under the provisions of Section 1240.510 of the California Code of Civil Procedure or constitutes a more necessary public use under the provisions of Section 1240.610 of the California Code of Civil Procedure.

Whereas, the foregoing Recitals and the following Grant of Easement constitute the agreement of the Parties.

GRANT OF EASEMENT

1. Grant of Easement. The foregoing recitals are accepted as accurate and constitute the intent of the City and SCE. Now, therefore, in receipt of adequate consideration (including, without limitation, Grantee's willingness to implement Alternative 1), Grantor hereby grants to Grantee, its successors and assigns that certain permanent non-exclusive easement and right of way (collectively, the "Easement") to construct, operate, use, maintain, alter, reconstruct, repair, renew, replace, inspect, improve, interset, relocate, and/or remove, within the Easement Strip as defined below, at any time and from time to time, electrical underground systems and communication systems, hereinafter referred to as "underground systems", consisting of wires, underground conduits, cables, vaults, telecommunications equipment, manholes, manhole covers, handholes, encasements, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment, hereafter referred to as "above-ground systems", necessary or useful for transmitting and otherwise conveying electric energy to be used for light, heat, power and for transmitting intelligence by electrical means and/or other purposes (collectively, "Facilities"), in under, on, over, along and across that certain portion of the City's Subject Rights of Way (referred to as the "Easement Strip") that is identified and approximately depicted in the attached Exhibit "B". Grantee shall have the right to reasonably require setbacks and clearances from other utilities within the Easement Strip following final reconciliation of the metes and bounds of the Easement Strip in accordance with the provisions of Section 7 below. Moreover, the location of any above-ground systems constructed by SCE within the Easement Strip that are not flush with pavement (such as vents) shall be specifically identified in the final metes and bounds legal description of the Easement Strip that is prepared and recorded by the Parties in accordance with Section 7 below.

Grantor warrants and represents to Grantee and the CPUC that it has the right to convey this Easement and implement its terms. Grantor agrees that this Easement constitutes a right that is independent of and separate from the SCE Franchise and that the SCE Franchise does not apply to the Facilities installed in the Easement Strip. Nothing in this Easement, however, shall alter or modify the Franchise or abridge SCE's payment obligations therein. Further, nothing in this Easement shall relieve Grantee of its obligations to seek applicable approvals from the CPUC for future improvements to such Facilities.

2. No Relocation of Facilities. Grantor agrees and acknowledges that this Easement is superior to the rights previously conveyed to Grantee pursuant to the SCE Franchise and that Grantor will not compel Grantee to relocate the Facilities installed in the Easement Strip at Grantee's cost. Because the Facilities are installed pursuant

to this Easement and not pursuant to the SCE Franchise, SCE's Franchise including without limitation the relocation provisions of Section 4(g) of the SCE Franchise, or the common law applicable to utilities in the City's right of way, do not apply to the Facilities.

Grantor therefore acknowledges and agrees that: (i) this Easement constitutes a real property right that is separate and distinct from the SCE Franchise; (ii) the Easement was granted to Grantee to facilitate the undergrounding of the Facilities within the City's Subject Rights of Way in accordance with Alternative 1, which is in the public interest and necessity and constitutes a significant public benefit and public purpose for the City of Jurupa Valley and its residents; and (iii) if requested by Grantee or a court of competent jurisdiction, Grantor shall formally confirm the matters set forth herein.

Grantor may request or (in its capacity as a municipal corporation) require the relocation of such Facilities provided that Grantee shall not be required to relocate the Facilities (or any portions thereof) unless: (i) such relocation is at Grantor's sole cost and expense; (ii) Grantor has conveyed to Grantee replacement real property rights for the new location that are equivalent to the Easement rights granted herein to Grantee; and (iii) Grantee has received all applicable, necessary and required approvals from the CPUC and other governmental entities for such relocation.

3. No Buildings or Structures on Surface of Easement Strip. Grantor agrees for itself, its successors, and assigns, not to erect, place, or maintain, nor to permit the erection, placement, or maintenance of any building, structure, or trees on the surface of the Easement Strip.

4. Grantee's Review of Proposed Activities within the City's Subject Rights of Way and/or Easement Strip.

4.1 Review and Approval Protocol for Proposed Activities Occurring **Prior** to Completion of the RTRP. Grantee will send notice of the completion of RTRP's construction, including the undergrounding of Grantee's Facilities within the City's Subject Rights of Way in accordance with Alternative 1, to Grantor pursuant to Section 14 herein ("Completion Notice"). In recognition of the nature of Grantee's Facilities (i.e., high voltage transmission lines) and to avoid unreasonable interference with Grantee's underground construction of RTRP and/or frustration of the purpose of the Easement, the Parties agree that, pending Grantee's delivery of its Completion Notice, the Parties will comply with the following protocol with respect to activities within the City's Subject Rights of Way:

4.1.1 Preparation and Submittal of P&S to Grantee. Prior to issuing any permits to construct and/or other rights to excavate within the City's Subject Rights of Way (as legally described and approximately depicted in Exhibit "A") for any installation of new facilities or utilities ("Facility Installation Work"), Grantor will inform

said party or entity seeking such permit or other rights ("Applicant") that it must provide to Grantee for Grantee's review and approval plans and specifications ("P&S") prepared by or at the request of Applicant that accurately reflect the location, scope, nature, and size of the Facility Installation Work. Upon request, Grantee shall negotiate in good faith a non-disclosure agreement with Grantor and/or Applicant to protect any confidential information from public disclosure. Said P&S shall be submitted to the attention of SCE's Title and Real Estate Services division unless other personnel are designated by Grantee to receive such request. Moreover, until such time as Grantee issues its Completion Notice to Grantor, the Parties shall comply with the foregoing requirements (including submitting P&S to Grantee for review) to the extent that Grantor engages in any Facility Installation Work within the City's Subject Rights of Way.

The requirements of Section 4.1 shall not apply to any Excavation Work (as defined in Section 4.2.1) for maintenance of any facilities located within the City's Subject Rights of Way prior to Grantee's commencement of construction of Grantee's Facilities within same.

Emergency work within the City's Subject Rights of Way and/or Easement Strip is governed by the provisions of Section 4.3.

Grantee may impose reasonable conditions upon its approval, including without limitation, compliance and implementation of CPUC General Order 69-C.

For clarity, Grantee has the right to seek enforcement of its rights to the extent either Applicant or Grantor (where applicable) fails to prepare and submit P&S to Grantee for review and otherwise comply with the requirements and provisions set forth above.

4.1.2 Grantee's Review of P&S for Facility Installation Work.
Grantee shall review the P&S for Facility Installation Work within the City's Subject Rights of Way in accordance with Section 4.2.2 below, referencing the Typically Compatible and Typically Incompatible Facilities lists as presented in Exhibit "C" hereto, in order to advise Grantor if Grantee objects to the Facility Installation Work described therein because said Facility Installation Work is anticipated to unreasonably interfere with Grantee's rights under the Easement. Grantee shall make reasonable efforts to perform this review within thirty (30) days of the date of submittal of the P&S to Grantee provided that Grantee's standard cost for performing such review has been paid and all documentation that may be reasonably required by Grantee has been provided. Such documentation may include, without limitation, elevations, distances between Grantee's Facilities and the proposed facilities, and the composition of materials being used in such proposed facilities.

Grantee's lack of notice to Grantor of any objections within thirty (30) days of the submittal of P&S shall be deemed Grantee's objection to such permit or other rights to construct within the City's Subject Rights of Way. In the event of any such objection

(whether by direct notice or via Grantee's deemed objection), representatives of Grantor, Grantee, and Applicant (where applicable) shall meet within ten (10) days of the date of Grantee's objection or deemed objection for the purpose of addressing and resolving Grantee's objections. In no event shall such Facility Installation Work be performed unless and until Grantee's objections have been resolved to the reasonable satisfaction of Grantee. Failure by either Party to participate in good faith discussions to resolve any such objections constitutes grounds to invoke the Dispute Resolution provisions of Section 16.

4.2 Review and Approval Protocol for Proposed Activities **After Completion of the RTRP.** Following Grantee's issuance of its Completion Notice to Grantor (and, again, in respect of the nature of Grantee's Facilities within the Easement Strip and to ensure the safety of the public), the Parties will comply with the following protocol with respect to activities within the Easement Strip:

4.2.1 Preparation and Submittal of P&S to Grantee. Grantor agrees that, prior to issuing any permits or other rights for Facility Installation Work, or for any excavation within the Easement Strip including, without limitation, excavation required for the installation of new facilities or utilities, excavation required for relocation of facilities, or excavation required to perform maintenance on existing utilities or facilities (collectively, including Facility Installation Work, "Excavation Work"), Grantor will inform said Applicant that it must provide to Grantee for Grantee's review and approval P&S prepared by or at the request of Applicant that accurately reflect the location, scope, nature, and size of the Excavation Work. Upon request, Grantee shall negotiate in good faith a non-disclosure agreement with Grantor and/or Applicant to protect any confidential information from public disclosure. Said P&S shall be submitted to the attention of SCE's Title and Real Estate Services division unless other personnel are designated by Grantee to receive such request. Grantor shall also inform said Applicant that it is required to identify Grantee as an additional insured in connection with its Excavation Work within the Easement Strip, as well as any improvements installed, operated and maintained therein. Grantor shall also comply with the foregoing requirements (including submitting P&S to Grantee for review) to the extent that Grantor engages in any Excavation Work within the Easement Strip.

Grantee may impose reasonable conditions upon its approval, including without limitation, compliance and implementation of CPUC General Order 69-C.

For clarity, Grantee has the right to seek enforcement of its easement rights to the extent either Applicant or Grantor (where applicable) fails to prepare and submit P&S to Grantee for review and otherwise comply with the requirements and provisions set forth above.

4.2.2 Grantee's Review of P&S for Facilities or Utilities Preliminarily Presumed Compatible with SCE's Facilities. Grantee shall review the P&S for the Excavation Work within the Easement Strip referencing the facilities or utilities preliminarily "presumed compatible" (see Exhibit "C") in accordance with Section 4.2 and advise Grantor if Grantee objects to the Excavation Work described therein because said Excavation Work unreasonably interferes with Grantee's rights under the Easement. Grantee shall make reasonable efforts to perform this review within thirty (30) days of the date of submittal of the P&S to Grantee provided that Grantee's standard cost for performing such review has been paid and all documentation that may be reasonably required by Grantee has been provided. Such documentation may include, without limitation, elevations, distances between Grantee's Facilities and the proposed facilities, and the composition of materials being used in such proposed facilities.

4.2.2.1 Excavation Work Involving Installation of New Facilities or Relocation of Existing Facilities. In cases where the Excavation Work is for the installation of new facilities or utilities or relocation of facilities or utilities preliminarily "presumed compatible," Grantee's lack of notice to Grantor of any objections within said thirty (30)-day time period shall be deemed Grantee's objection to such permit or other rights to excavate within the Easement Strip. In the event of any such objection (whether by direct notice or via Grantee's deemed objection), representatives of Grantor, Grantee, and Applicant (where applicable) shall meet within ten (10) days of the date of Grantee's objection or deemed objection for the purpose of addressing and resolving Grantee's objections. In no event shall such Excavation Work pertaining to the installation of new facilities/utilities or the relocation of existing facilities/utilities be performed unless and until Grantee's objections have been resolved to the reasonable satisfaction of Grantee. Failure by either Party to participate in good faith discussions to resolve any such objections constitutes grounds to invoke the Dispute Resolution provisions of Section 16.

4.2.2.2 Excavation Work Involving Repair or Maintenance of Existing Facilities. In cases where the Excavation Work is for the repair or maintenance of facilities or utilities located within the Easement Strip that are preliminarily "presumed compatible," Grantee's lack of notice to Grantor of any objections to said Excavation Work within thirty (30) days of the date of submittal of the P&S to Grantee shall be deemed Grantee's objection to such permit or other rights to excavate within the Easement Strip. In the event of any such objection (whether by direct notice or via Grantee's deemed objection), representatives of Grantor, Grantee, and the Applicant (where applicable) shall meet within three (3) business days of the date of Grantee's objection for the purpose of addressing and resolving Grantee's objections. In no event shall such Excavation Work pertaining to repair and/or maintenance of existing facilities or utilities be performed unless and until Grantee's objections have been resolved to the reasonable satisfaction of Grantee. Failure by either Party to participate

in good faith discussions to resolve any such objections constitutes grounds to invoke the Dispute Resolution provisions of Section 16.

4.2.3 Grantee's Review of P&S for Facilities or Utilities Preliminarily Presumed Incompatible with SCE's Facilities. Excavation Work relating to facilities preliminarily "presumed incompatible" (see Exhibit "C") are presumed not permitted. P&S for such facilities and utilities preliminarily presumed incompatible will be submitted to SCE for review in accordance with Section 4.2.1. Grantor will not issue permits or other rights for Excavation Work within the Easement Strip for utilities or facilities preliminarily presumed incompatible unless Grantee determines, after review of the P&S for such facilities or utilities, in its reasonable discretion, that said incompatible facilities and utilities will not unreasonably interfere with Grantee's rights under the Easement. At Grantor's request, Grantee agrees that it will meet with representatives of Grantor, Grantee, and Applicant (where applicable), within thirty (30) days of the date of Grantor's request for a meeting regarding said incompatible facilities or utilities in an attempt to analyze options for the installation of the incompatible facilities or utilities that will not unreasonably interfere with Grantee's rights under the Easement. Failure by either Party to participate in good faith discussions to resolve any such objections constitutes grounds to invoke the Dispute Resolution provisions of Section 16.

4.3 Emergency Work within City's Subject Rights of Way and/or Easement Strip. Nothing herein shall impact or impair the City's rights to grant an encroachment or excavation permit to a party or entity seeking such permit in order to perform emergency repairs of utilities and facilities located within the City's Subject Rights of Way and/or Easement Strip ("Emergency Work"), provided that: (i) Grantor shall notify Grantee regarding the emergency and Grantor's issuance of the permit for the Emergency Work as soon as possible following the occurrence of the emergency; and (ii) the party performing such Emergency Work, at its sole cost and expense, shall repair and restore the Easement Strip and/or any of Grantee's Facilities affected or impacted by the Emergency Work (which repair and restoration work shall be performed in accordance with Grantee's specifications and requirements and will include, without limitation, the replacement and compaction of any and all insulated fill material within the Easement Strip). For the purpose of this Section 4.3, an "emergency" is defined as a situation that poses an immediate risk to life, health, safety, or property such that compliance with Sections 4.1 or 4.2, and the risk of contact with and/or damage to Grantee's Facilities, would be outweighed by the risk necessitating non-compliance with Sections 4.1 or 4.2. It is, therefore, the intent of the Parties that the term "emergency" shall be narrowly construed and anticipated that such Emergency Work shall be rare.

5. Typically Compatible Facilities and Typically Incompatible Facilities. For purposes of Section 4, the lists of Typically Compatible Facilities and Typically Incompatible Facilities are identified on the attached Exhibit "C".

5.1 Amendment to List of Typically Compatible Facilities and Typically Incompatible Facilities. At the time of preparation and recordation of the Amendment to Easement (see Section 7 below), Grantee shall provide to Grantor any revisions to Exhibit "C", which sets forth the initial guidelines that describe the types of facilities and activities that are typically deemed compatible with Grantee's Facilities located within the Easement Strip and those typically deemed incompatible with Grantee's Facilities located within the Easement Strip. The list of Typically Compatible Facilities and Typically Incompatible Facilities shall be used by Grantor and any Applicant in evaluating the propriety of, and materials and installation standards for, any facilities proposed for potential installation within the Easement Strip. In the exercise of Grantee's reasonable engineering judgment based on best engineering practices consistent with standards for similar underground electrical facilities, Grantee may, from time to time, supplement or amend the initial Exhibit "C" guidelines by transmitting such amendments or modifications to Grantor in writing. Grantor shall maintain both the initial guidelines and any amendments or modifications to Exhibit "C" at City Hall. In the event that Grantor objects to the amendment or modification of Exhibit "C", Grantee shall meet and confer with Grantor regarding Grantor's objection to review and discuss any concerns. To ensure that there is no ambiguity regarding the applicable list of Typically Compatible Facilities and Typically Incompatible Facilities and to provide notice of said applicable list, Grantor may submit such amendment or modification of Exhibit "C" for recording and Grantee shall countersign such documentation as may be reasonably required to effectuate the recording. Consistency of any proposed facilities and/or Excavation Work with the applicable list of Typically Compatible Facilities identified in Exhibit "C" does not excuse Grantee's review of P&S as described in Section 4 herein.

6. Construction of Facilities. Grantee will construct, install, and maintain the Facilities in accordance with applicable laws and regulations. Grantee shall perform its work in compliance with applicable requirements of the CPUC and Federal Energy Regulatory Commission (FERC).

7. Amendment to Easement to Reflect Location of Facilities, as Constructed. Upon Grantee's completion of the installation of its Facilities, the Parties shall execute and record an amendment to this Easement on the form attached hereto as Exhibit "D" ("Amendment to Easement") that shall update, amend or modify, as appropriate, Exhibit "B" to reflect the installed location of the Facilities in addition to Grantee's required clearances and setbacks between other utilities and access requirements. The Amendment to Easement may also include a modified Exhibit "A", Exhibit "C" and/or Exhibit "E", if applicable, or an Exhibit "A", Exhibit "C" and/or Exhibit "E" identical to said Exhibits attached hereto for the convenience of the Parties and to ensure that third parties have access to all Exhibits in one recorded document. The final width of the Easement Strip shall encompass an area that: (i) extends ten feet (10') feet laterally from the outermost edge of both sides of the underground Facilities installed by Grantee within the Easement Strip (the "Exterior Easement Edges"); and (ii) includes

all areas that are interior to (and located between) the bounds of the Exterior Easement Edges. For the purpose of added clarification, Grantee will install two (2) duct banks within the Easement Strip. The area in between the duct banks will constitute a part of the Easement Strip and may be of varying width. The Easement Strip will further extend ten feet (10') from the outermost edge of each duct bank. An illustration of the general easement width is attached hereto as Exhibit "E". Moreover, and consistent with Section 1, above, the Amendment to Easement shall specifically identify the location of any above-ground systems constructed by SCE within the final Easement Strip that are not flush with pavement (such as vents).

8. Damage to Surface of Easement Strip. Grantee agrees for itself, its heirs, and assigns to repair and restore, at its sole cost and expense, any damage or injury caused by Grantee to the surface of the Easement Strip and adjacent portions of the City's Subject Rights of Way in connection with Grantee's exercise of its rights under this Easement. Grantee agrees that it shall restore said excavated or damaged areas to as good a condition as existed before such damage occurred.

9. Permits. Grantor may require Grantee to obtain ministerial permits from Grantor for the purpose of notifying Grantor as to the approximate date(s) and times that Grantee will be conducting construction activities within the Easement Strip, provided that such permits do not conflict with the paramount authority of the state and further provided that the fees charged for such permits reflect the City's actual and reasonable cost for processing such permits. Grantor agrees that due to the value of the undergrounding, Grantor shall not charge Grantee for permits required for Grantee's initial installation of the Facilities.

10. Contract Clause. In addition to any other remedies available at law, any attempt to unilaterally modify or amend this Easement by ordinance, rule, regulation, or policy, is appropriately subject to a claim of substantial impairment of contract under the Contract Clause of the United States and/or California Constitutions.

11. Future Vacation or Abandonment of Easement Strip. This Easement and the rights herein granted to Grantee shall not be affected, limited or compromised by any future vacation or abandonment of Grantor's rights in the right of way of which the Easement Strip is a part. Moreover, in the absence of the express written consent of Grantee (which consent, to be effective, must be duly recorded in the Official Records of Riverside County), any vacation or abandonment of Grantor's rights in the right of way of which the Easement Strip is a part, shall not be effective to discharge, release, or otherwise modify this Easement or Grantee's rights herein. Any party or entity accepting or acquiring title to or rights in the Easement Strip shall accept said title / rights subject to this Easement and the rights herein granted to Grantee.

Grant of Easement Agreement
City of Jurupa Valley (Grantor) and
S. C. E. Co., a corp. (Grantee)
Serial No. 72900A
V&LM File No.: ACQ203846326

12. Authority. Grantor warrants and represents that nothing contained herein constitutes an unlawful contracting away of the City's police powers and that Grantor is authorized to enter into and comply with the terms of this Easement.

13. Successors and Assigns. The terms, covenants, and conditions of this Easement shall bind and inure to the benefit of the heirs and assigns of the Grantor and the successors and assigns of the Grantee.

14. Notices. All notices and demands will be given in writing by certified or registered mail, postage prepaid, and return receipt requested, or by overnight carrier. Notices will be considered given upon the earlier of (i) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (ii) one (1) business day following deposit with an overnight carrier service. The Parties will address such notices as provided below or as may be amended by written notice:

Grantor: City of Jurupa Valley
Attention: City Manager
8930 Limonite Avenue
Jurupa Valley, California 92509

Copy to: Richards, Watson & Gershon
Attention: Peter M. Thorson, City Attorney
350 South Grand Avenue, 37th Floor
Los Angeles, California 90071

Grantee: Southern California Edison Company
Attention: Real Estate & Facilities Department
C/O James Spence, Senior Manager
2 Innovation Way
Pomona, California 91768

Copy to: Southern California Edison Company
Attention: Law Department
C/O Robert Pontelle, Senior Attorney for the Riverside
Transmission Reliability Project (RTRP)
2244 Walnut Grove Avenue
Rosemead, California 91770

15. Termination of Easement. Grantor and Grantee expressly agree that this Easement will be of no force and effect in the event RTRP is not constructed consistent with Alternative 1. Within a reasonable period after the Effective Date, but in any event no less than thirty-six (36) months after the Effective Date, if Grantee has not made substantial progress in support of the construction of the RTRP consistent with

Alternative 1, Grantor may request the termination of this Easement by notice of same sent to Grantee as specified in Section 14. Grantee is required to meet and confer with Grantor with respect to Grantor's request no later than thirty (30) days after notice is given. If Grantor does not withdraw its request after meeting and conferring with Grantee, the Parties will resolve Grantor's request by following the dispute resolution provisions in Section 16 below.

16. Dispute Resolution. The Parties agree to attempt initially to resolve any disputes or controversies arising under, out of or in connection with this Easement by conducting good faith negotiations. Either Party may initiate such negotiations by sending notice under Section 14 to the other Party advising of the nature of the dispute and requesting to meet and confer regarding same. The Parties are required to meet and confer with respect to the dispute no later than thirty (30) days after such notice is given. After this initial meet and confer, if the Parties are unable to settle the dispute between themselves, either Party may submit the dispute to the CPUC's alternative dispute resolution ("ADR") program for assistance in resolving the dispute. In the event that participation in the CPUC's ADR program does not successfully resolve the dispute, either Party may petition the jurisdiction of the CPUC to definitively resolve the dispute by filing a Petition for Modification pursuant to CPUC Rule of Practice and Procedure 16.4 and consistent with Section 12 of CPUC Decision 20-03-001 (A.15-04-013), and the other Party shall not object to the CPUC's jurisdiction for resolving such a dispute. The Parties agree to accept the ultimate determination of the CPUC as final and binding, including but not limited to any specific performance directed by the CPUC. If the CPUC declines jurisdiction to resolve the dispute, then either Party may seek relief in a California court of competent jurisdiction. Each Party shall bear its own costs, expenses, and attorneys' fees in connection with the resolution of any dispute arising under, out of or in connection with this Easement.

17. Miscellaneous.

17.1 Amendments. Any amendments or modifications to this Easement will be effective only when duly executed by both SCE and the City and recorded in the Official Records of Riverside County.

17.2 Applicable Law. This Easement will be construed and interpreted under, and governed and enforced according to, the laws of the State of California.

17.3 Counterparts. This Easement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

17.4 Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Easement is intended to be exclusive of any other remedy and each and every remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by

statute or otherwise. The election of any one or more remedies will not constitute a waiver of the right to pursue other available remedies.

17.5 Interpretation and Construction. Each Party has reviewed this Easement and each has had the opportunity to have its respective counsel review and revise this Easement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Easement or any amendments or Exhibits thereto. In this Easement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association wherever the context so requires. The recitals and captions of the Sections and Subsections of this Easement are for convenience and reference only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Easement.

17.6 Severability. If any part, term or provision of this Easement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Easement did not contain the particular part, term or provision held to be invalid.

17.7 Exhibits. The Exhibits attached hereto are incorporated in this Easement by reference herein.

[THIS SPACE INTENTIONALLY LEFT BLANK – SIGNATURES ON FOLLOWING PAGES]

Grant of Easement Agreement
City of Jurupa Valley (Grantor) and
S. C. E. Co., a corp. (Grantee)
Serial No. 72900A
V&LM File No.: ACQ203846326

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement on the date set forth below.

Grantor

Grantee

City of Jurupa Valley, a municipal
corporation

Southern California Edison Company, a
California corporation

Dated: _____

Dated: DECEMBER 21, 2021

By: _____

Rod Butler, City Manager

By: _____

James Spence, Senior Manager SCE

Attest:

Victoria Wasko, CMC, City Clerk

Approved as to form:

Peter M. Thorson, City Attorney

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 Los Angeles

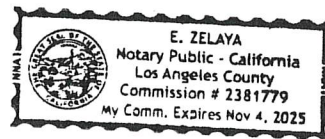
On December 21, 2021 before me, E. Zelaya, a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature



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 California)

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/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

Notary Acknowledgment

Exhibit "A"
Legal Description of City's Subject Rights of Way
&
Approximate Depiction of City's Subject Rights of Way
(*See Attached*)

Exhibit "A"

EXHIBIT "A"
LEGAL DESCRIPTION
SERIAL: 72900A
PUBLIC RIGHT OF WAY

THOSE PORTIONS OF REAL PROPERTY SITUATED IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A STRIP OF LAND VARYING IN WIDTH, BEING PORTIONS OF SECTIONS 7, 8, 17, 18, 19, 29, AND 30, ALL IN TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE & MERIDIAN, AS SHOWN BY SECTIONALIZED SURVEY OF THE JURUPA RANCHO ON FILE IN BOOK 9, PAGE 33 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, ALL SAID PORTIONS OF SAID PROPERTY LYING WITHIN THE BOUNDARIES OF RIGHT-OF-WAY WHICH THE CENTERLINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/4 INCH IRON PIPE WITH TAG, STAMPED "RCFC & WCD", DOWN 1.3', MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 29, SAID POINT ALSO BEING THE CENTERLINE INTERSECTION OF LUCRETIA AVENUE AND 68TH STREET, ALL AS SHOWN ON TRACT MAP NO. 36391, FILED IN BOOK 449, PAGES 90 THROUGH 115, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE WESTERLY ALONG THE CENTERLINE OF SAID 68TH STREET, VARYING IN WIDTH, AS SHOWN ON SAID TRACT MAP NO. 36391, TO THE INTERSECTION WITH THE CENTERLINE OF PATS RANCH ROAD AS SHOWN ON TRACT MAP NO. 32136, FILED IN BOOK 421, PAGES 93 THROUGH 101, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE NORTHERLY ALONG THE CENTERLINE OF PATS RANCH ROAD, VARYING IN WIDTH, TO THE INTERSECTION WITH THE CENTERLINE OF BELLEGRAVE AVENUE, AS SHOWN ON TRACT MAP NO. 33428, FILED IN BOOK 453, PAGES 46 THROUGH 52, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE NORTHEASTERLY ALONG THE SAID BELLEGRAVE AVENUE, VARYING IN WIDTH, TO THE INTERSECTION WITH THE CENTERLINE OF WINEVILLE AVENUE, AS SHOWN ON TRACT MAP NO. 31778-1, FILED IN BOOK 440, PAGES 70 THROUGH 78, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA;

THENCE NORTHERLY ALONG THE CENTERLINE OF WINEVILLE AVENUE VARYING IN WIDTH, TO THE INTERSECTION WITH THE CENTERLINE OF CANTU GALLEANO RANCH ROAD (FORMERLY GALENA STREET), AS SHOWN ON PARCEL MAP NO. 25317, FILED IN BOOK 175, PAGES 10 THROUGH 15, INCLUSIVE, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA;

PAGE 1 OF 2
WO# 801979678 - NOT# 203846326

Exhibit "A"

SERIAL: 72900A

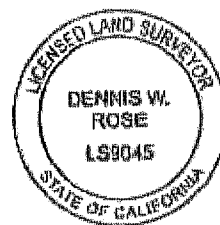
THENCE CONTINUING NORTHERLY ALONG THE CENTERLINE OF WINEVILLE AVENUE, VARYING IN WIDTH, TO THE INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF THAT CERTAIN 150.00 FOOT WIDE RIGHT-OF-WAY EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY LTD., A CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR ELECTRICAL TRANSMISSION LINES, PER DOCUMENT RECORDED FEBRUARY 7, 1946, IN BOOK 708, PAGE 246 OF OFFICIAL RECORDS, AS SHOWN ON SAID PARCEL MAP NO. 25317, SAID POINT BEING THE POINT OF TERMINATION.

THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.
THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.




DENNIS W. ROSE, P.L.S. 9045
EXPIRES: 09/30/2021

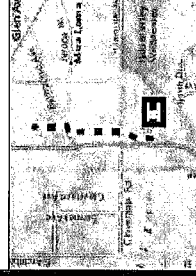
6/29/2021
DATE



**Riverside Transmission
Reliability Project
Exhibit A2**

 Right of Way (Underground)

Page 1 of 8



Prepared by: **EDISON**
 Project: **Riverside Transmission Reliability Project**
 Date: **10/15/2011**
 Drawn by: **EDISON**
 Checked by: **EDISON**
 Approved by: **EDISON**
 Project Manager: **EDISON**
 Project Engineer: **EDISON**
 Project Surveyor: **EDISON**
 Project Designer: **EDISON**
 Project Checker: **EDISON**
 Project Approver: **EDISON**

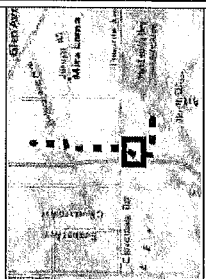


Exhibit "A"

**Riverside Transmission
Reliability Project**
Exhibit A2

Right of Way (Underground)

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EDISON ENERGY SERVICES

EDISON ENERGY SERVICES

EDISON ENERGY SERVICES

EDISON ENERGY SERVICES

EDISON ENERGY SERVICES

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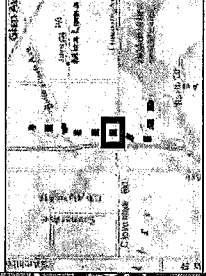
Exhibit "A"

**Riverside Transmission
Reliability Project
Exhibit A2**

Right of Way (Underground)



Page 4 of 8



EDISON
Electric Power & Natural Gas
Transmission & Distribution Division

EDISON is a registered trademark of Edison International. Edison International is a registered trademark of Edison International. Edison International is a registered trademark of Edison International.

Exhibit "A"

Right of Way (Underground)

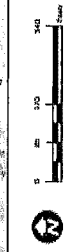
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Exhibit "A"

Right of Way (Underground)

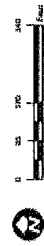
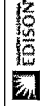
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Exhibit "A"

Exhibit "B"
Approximate Depiction of Easement Strip
(*See Attached*)

Exhibit "B"

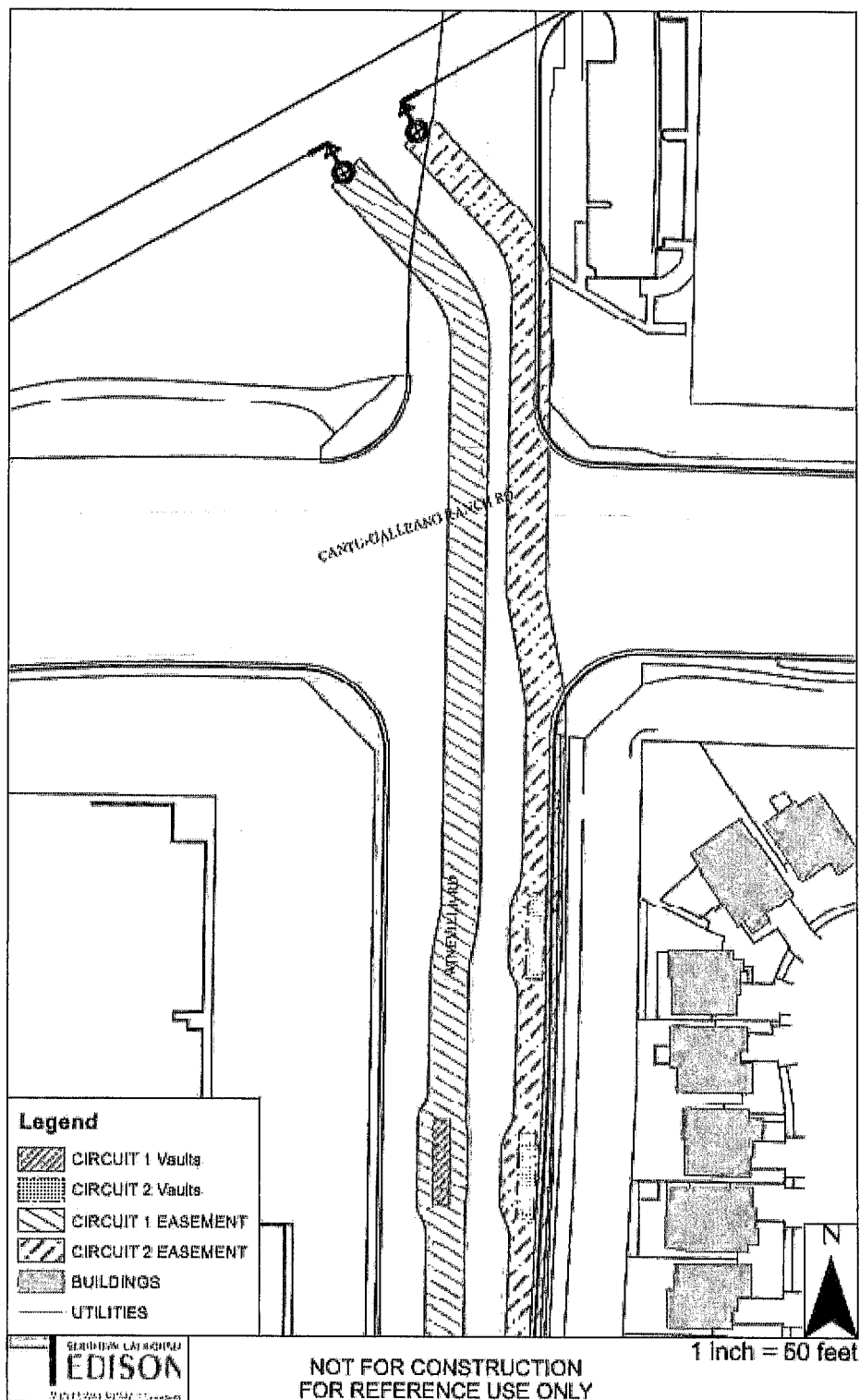


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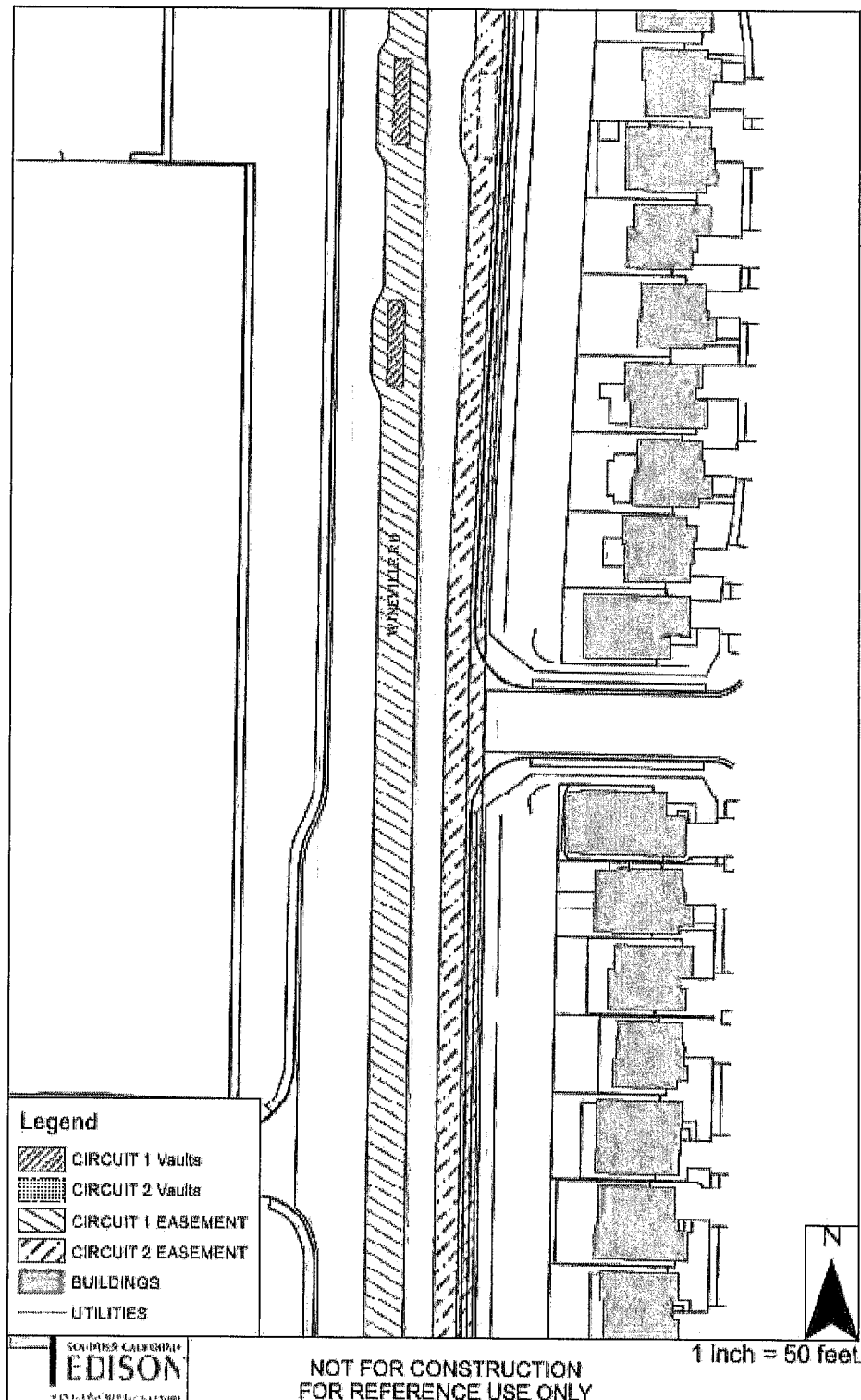


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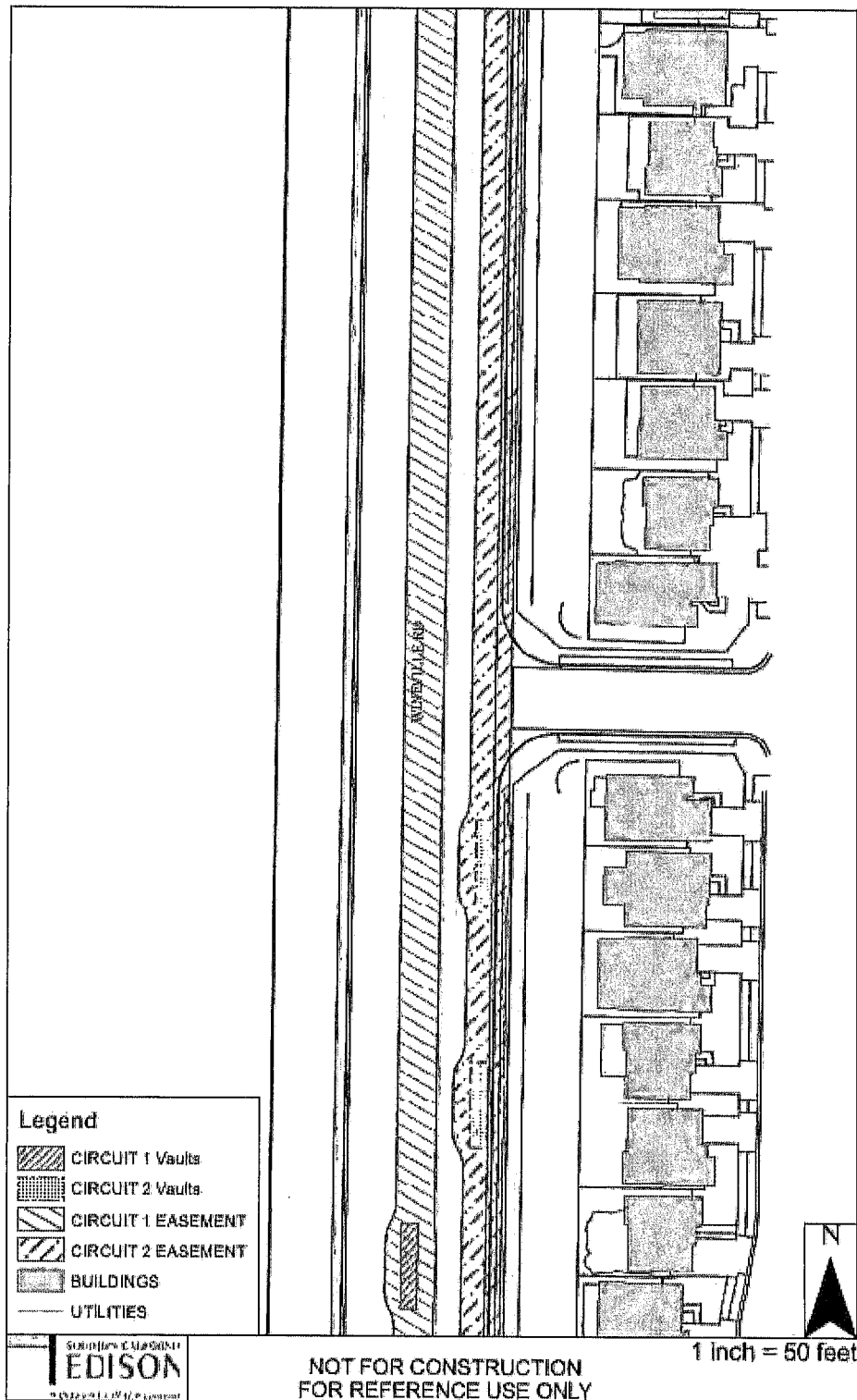


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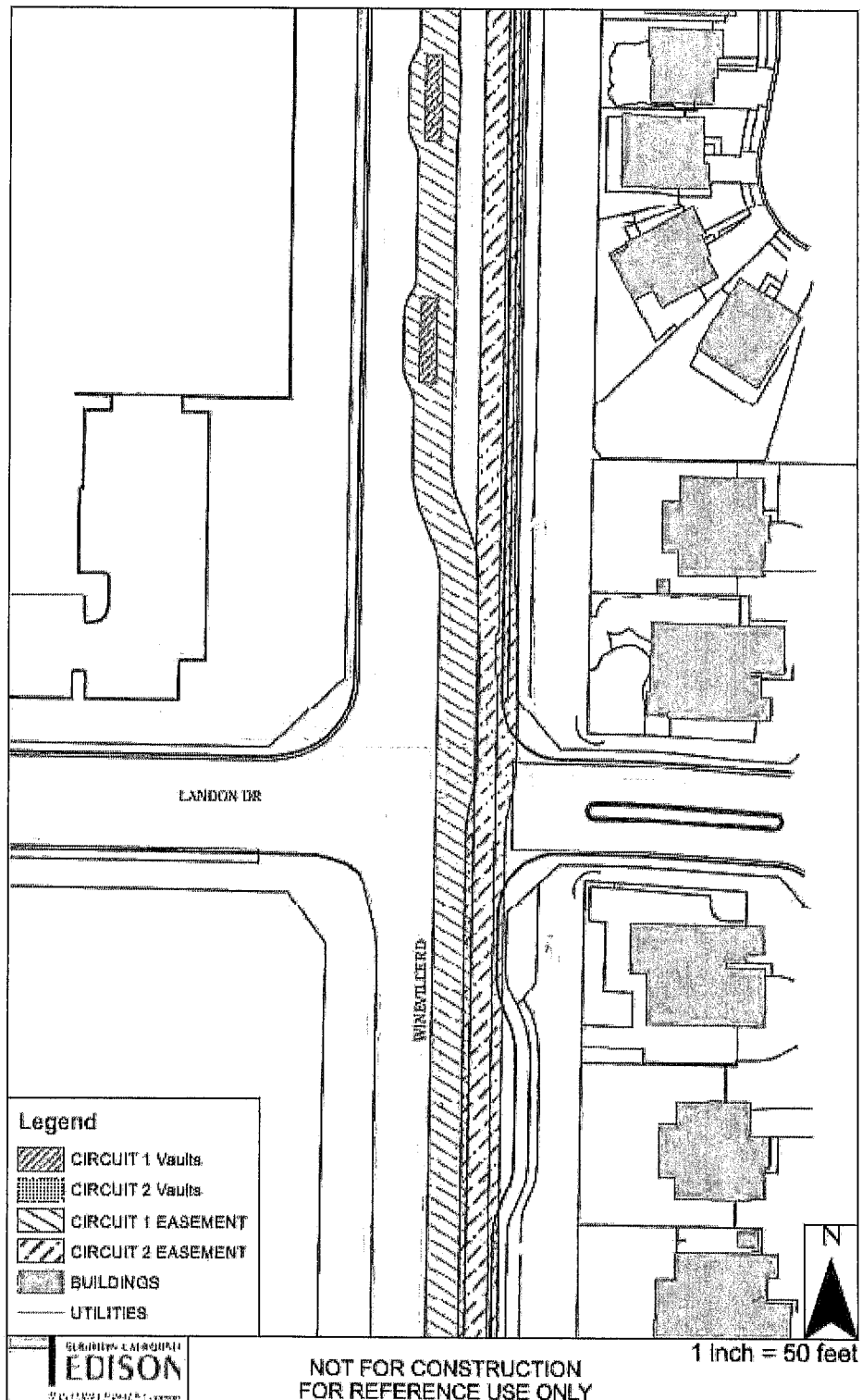


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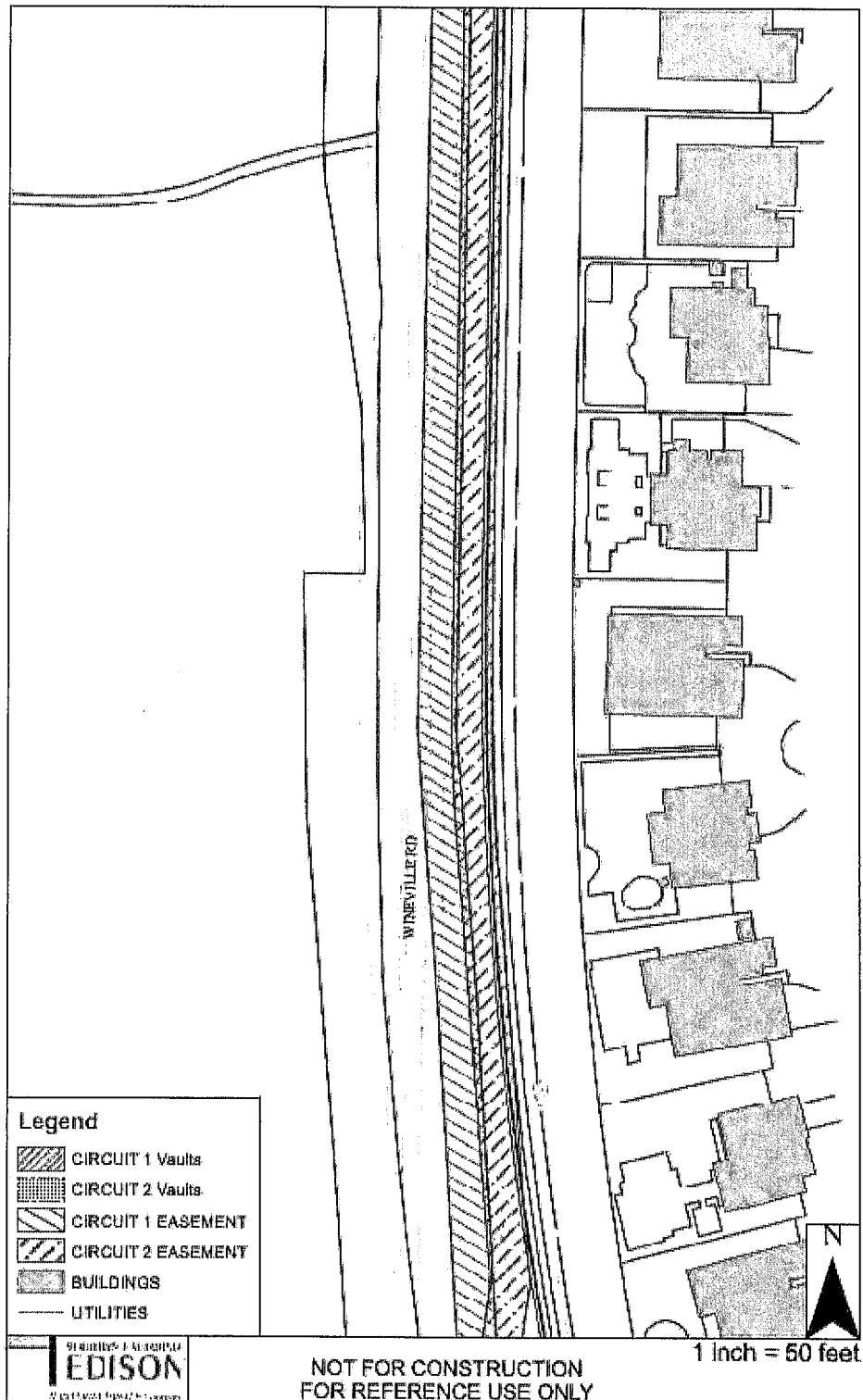


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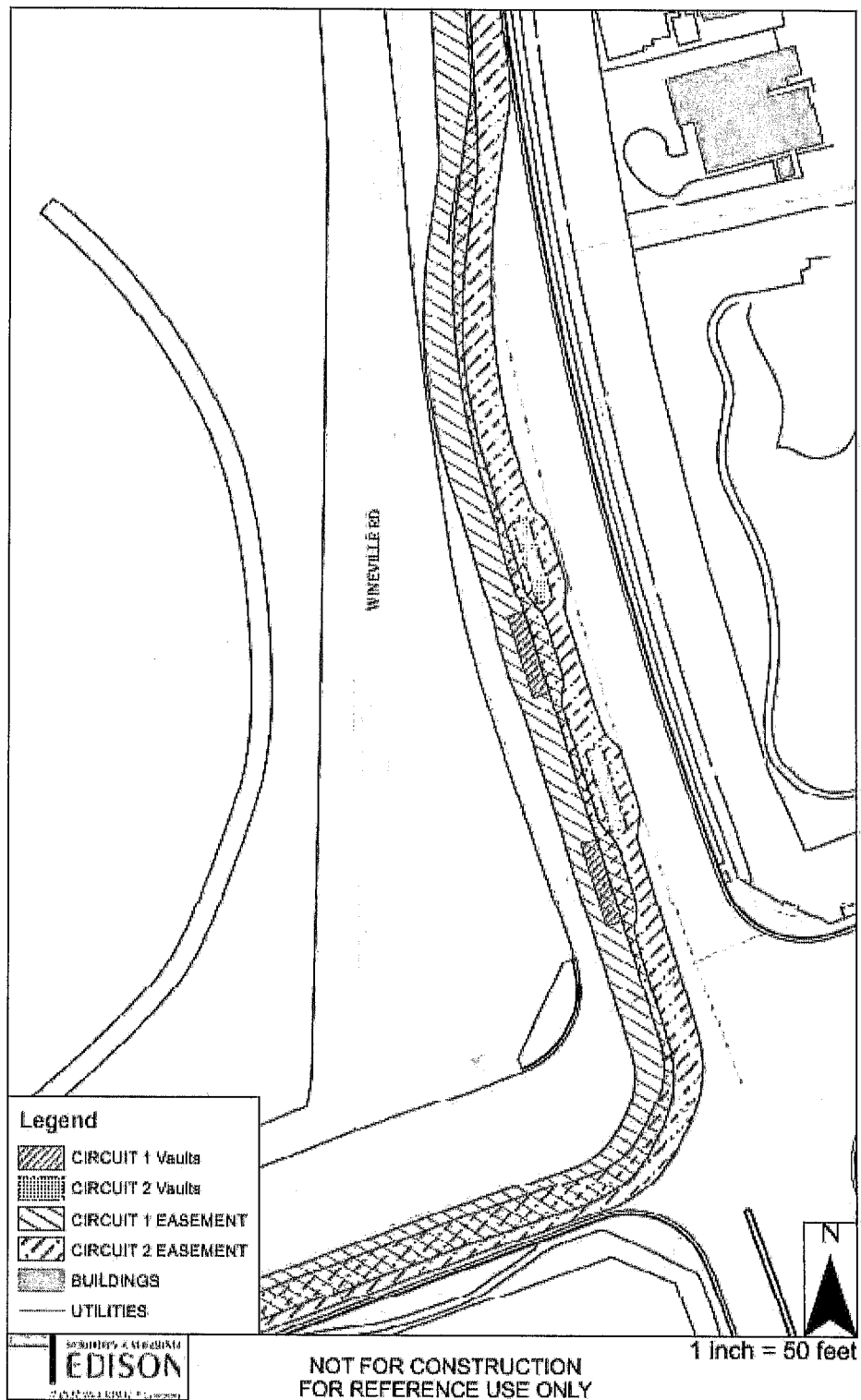


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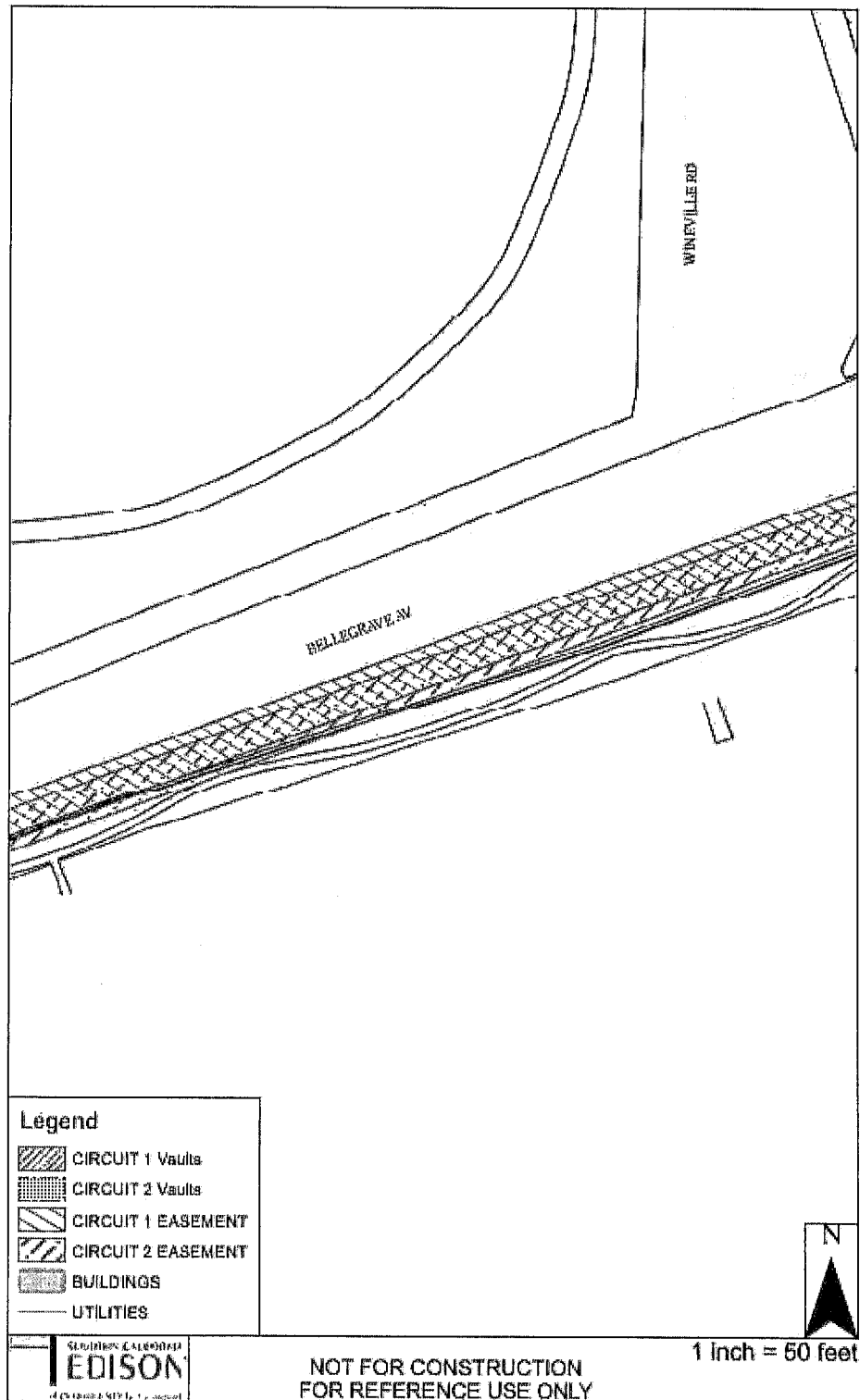


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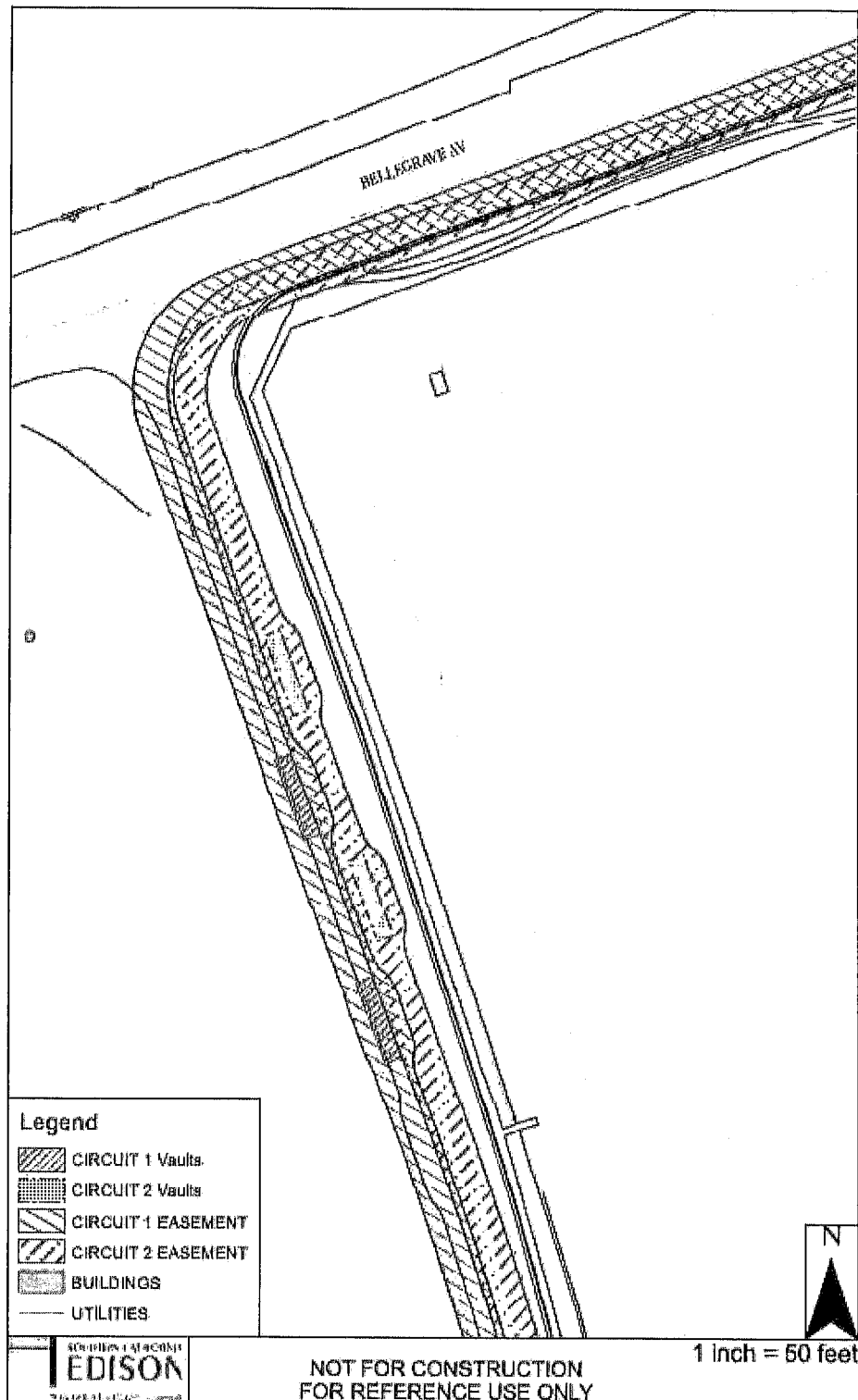


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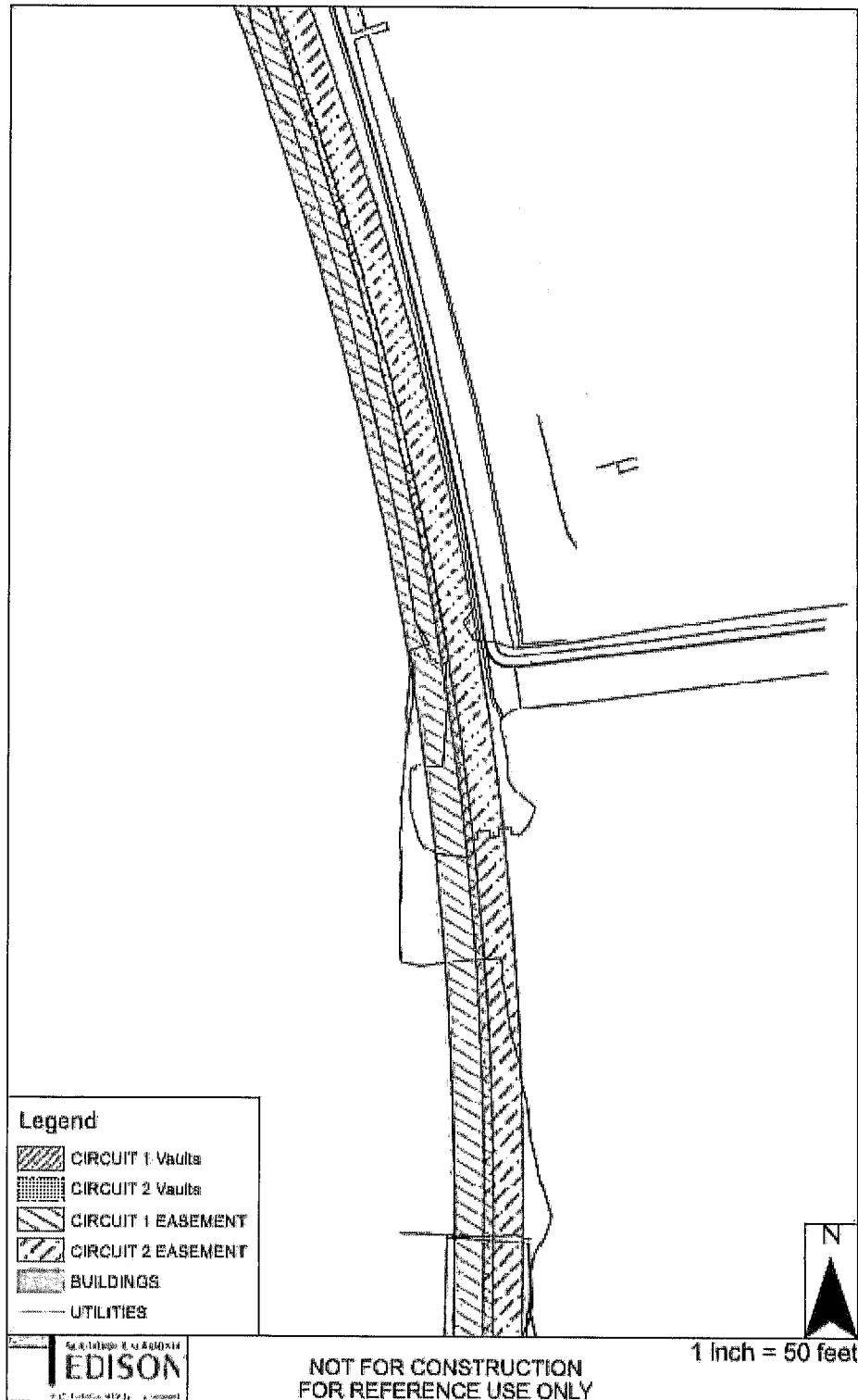


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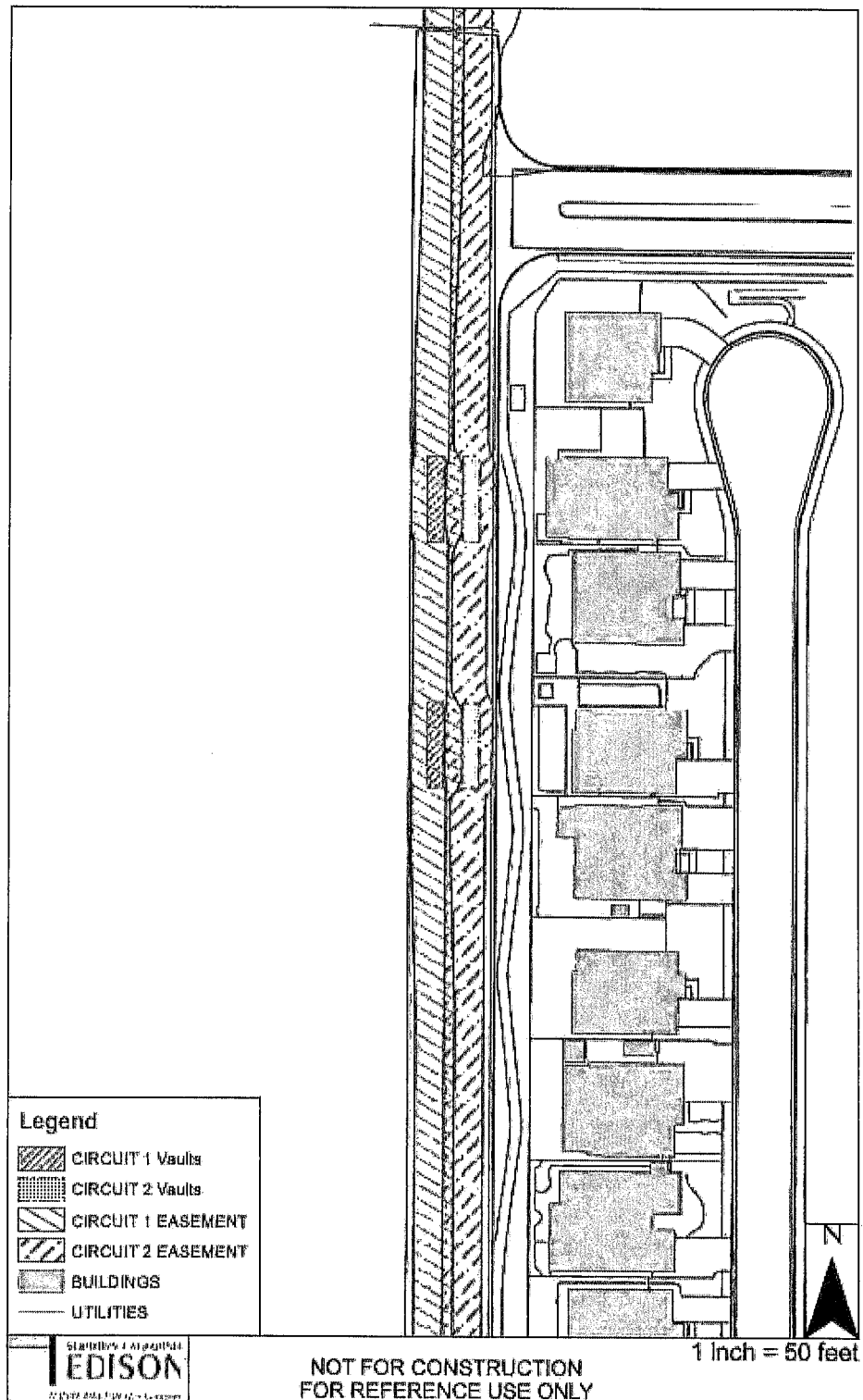


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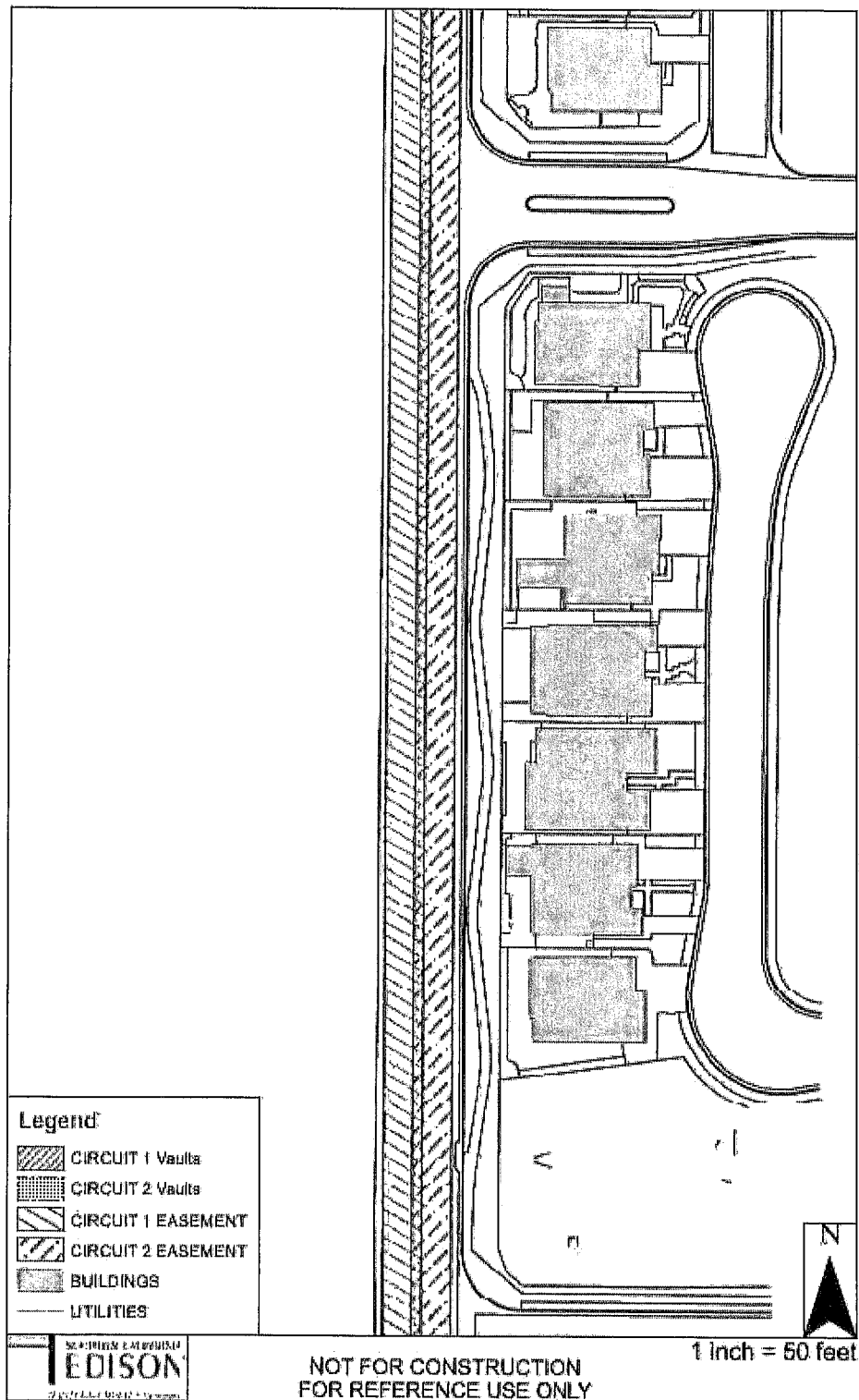


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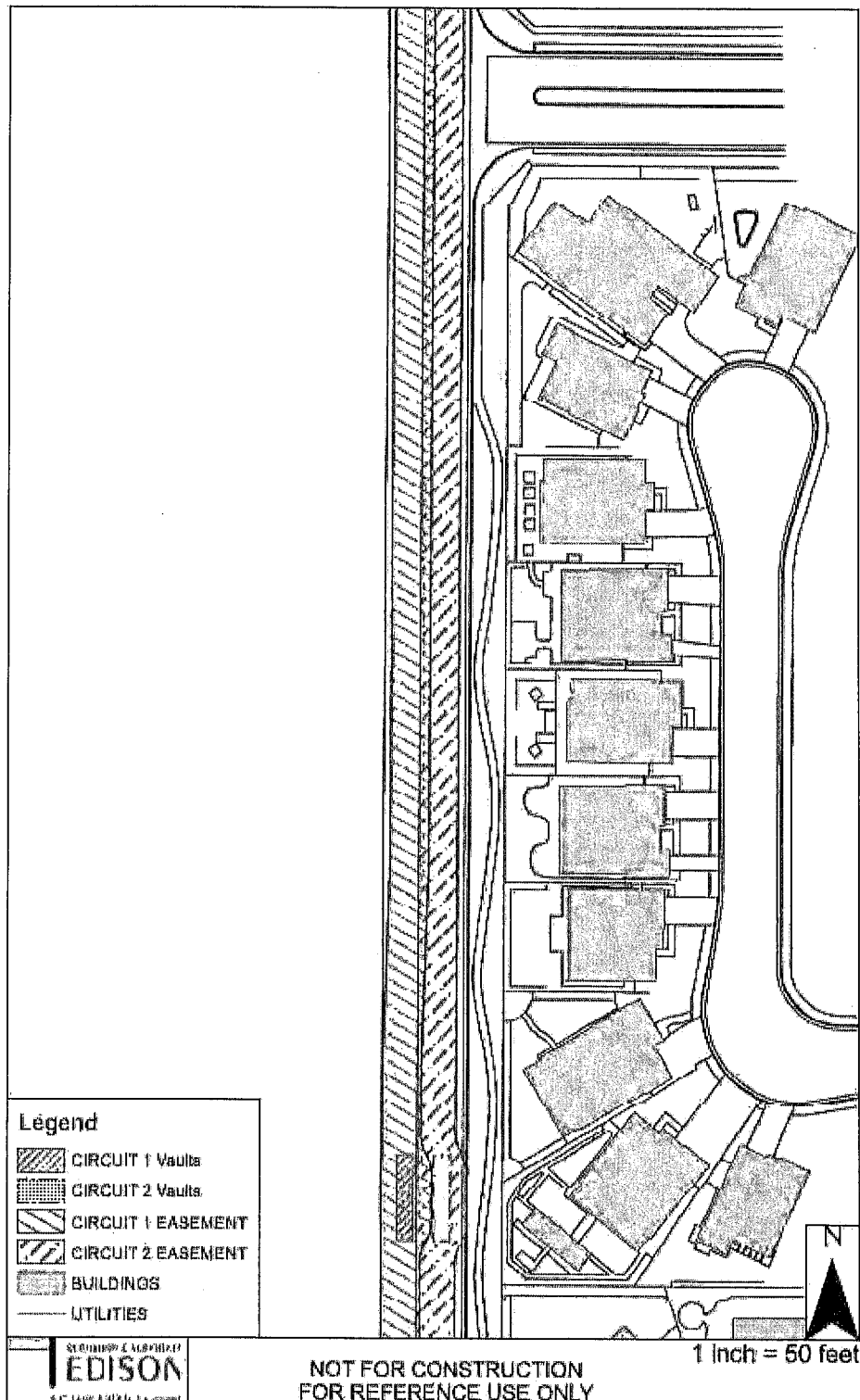


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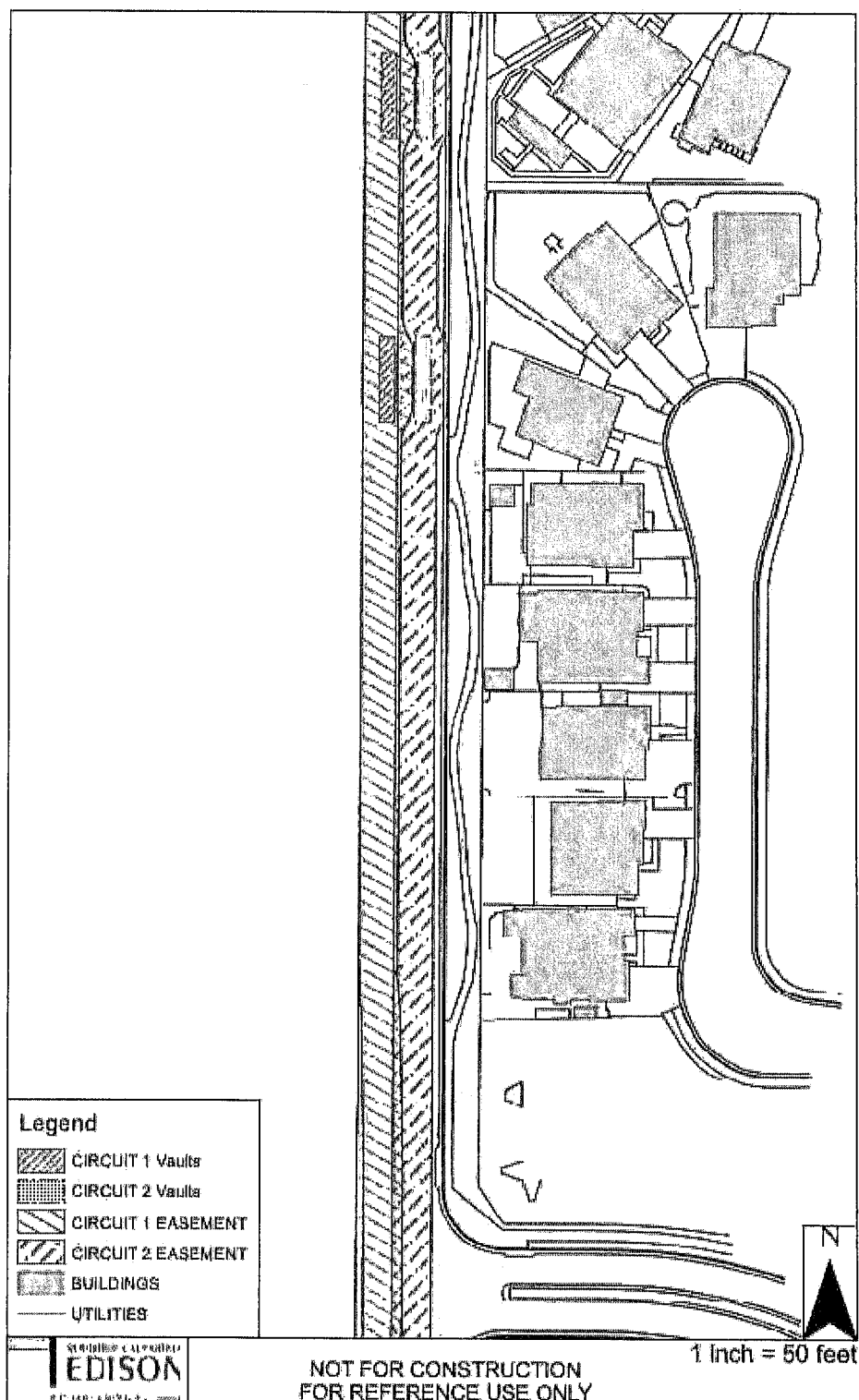


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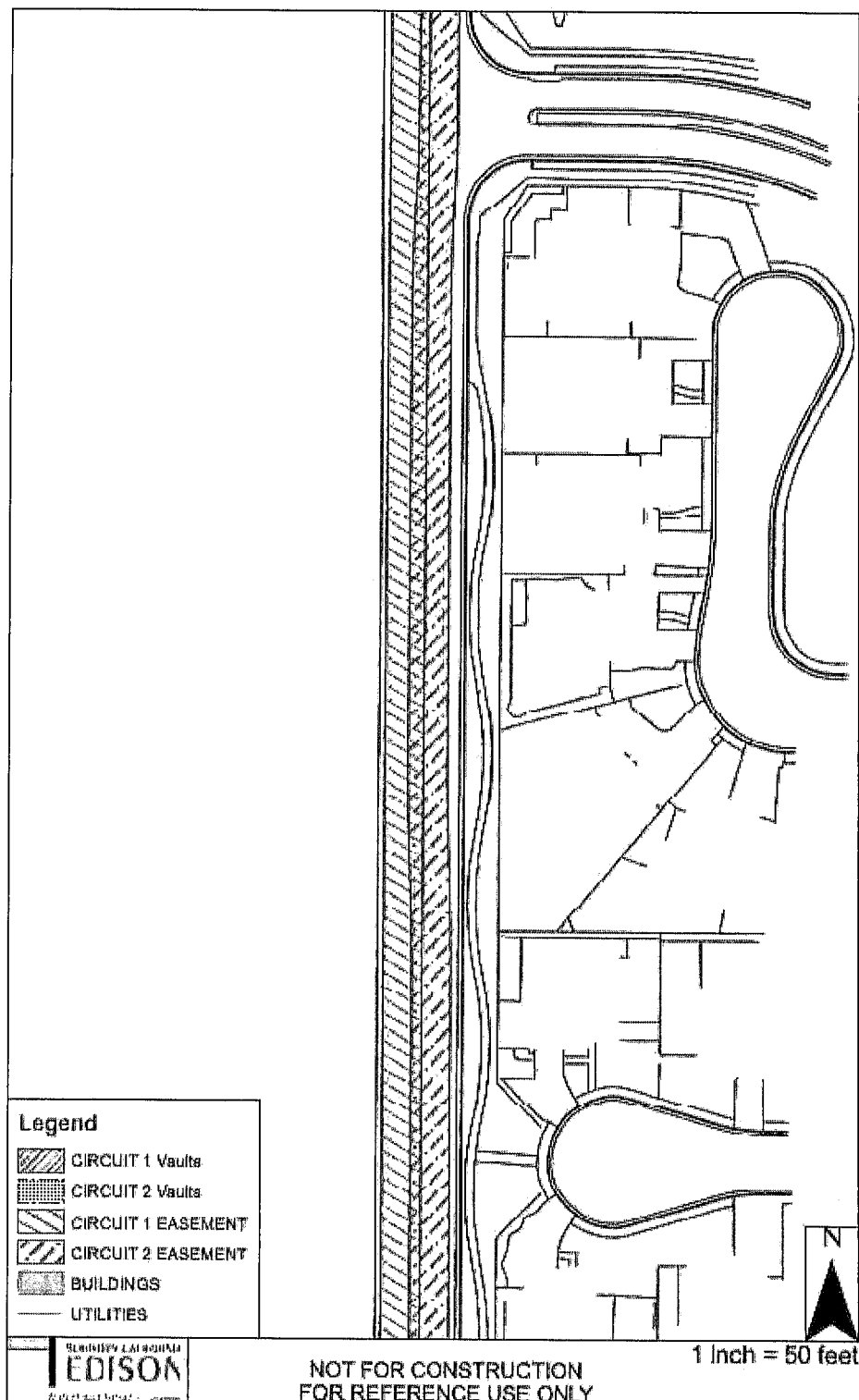


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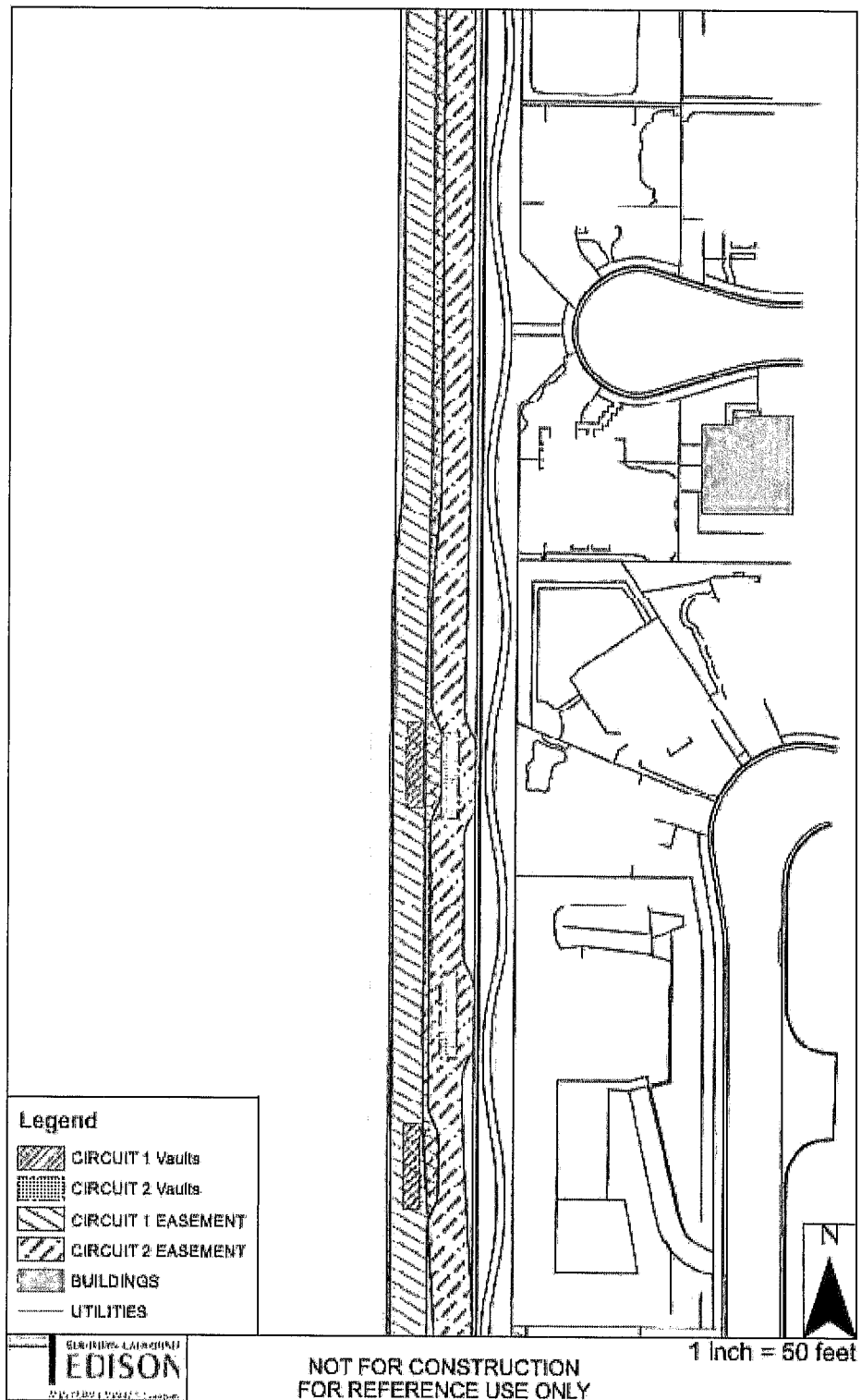


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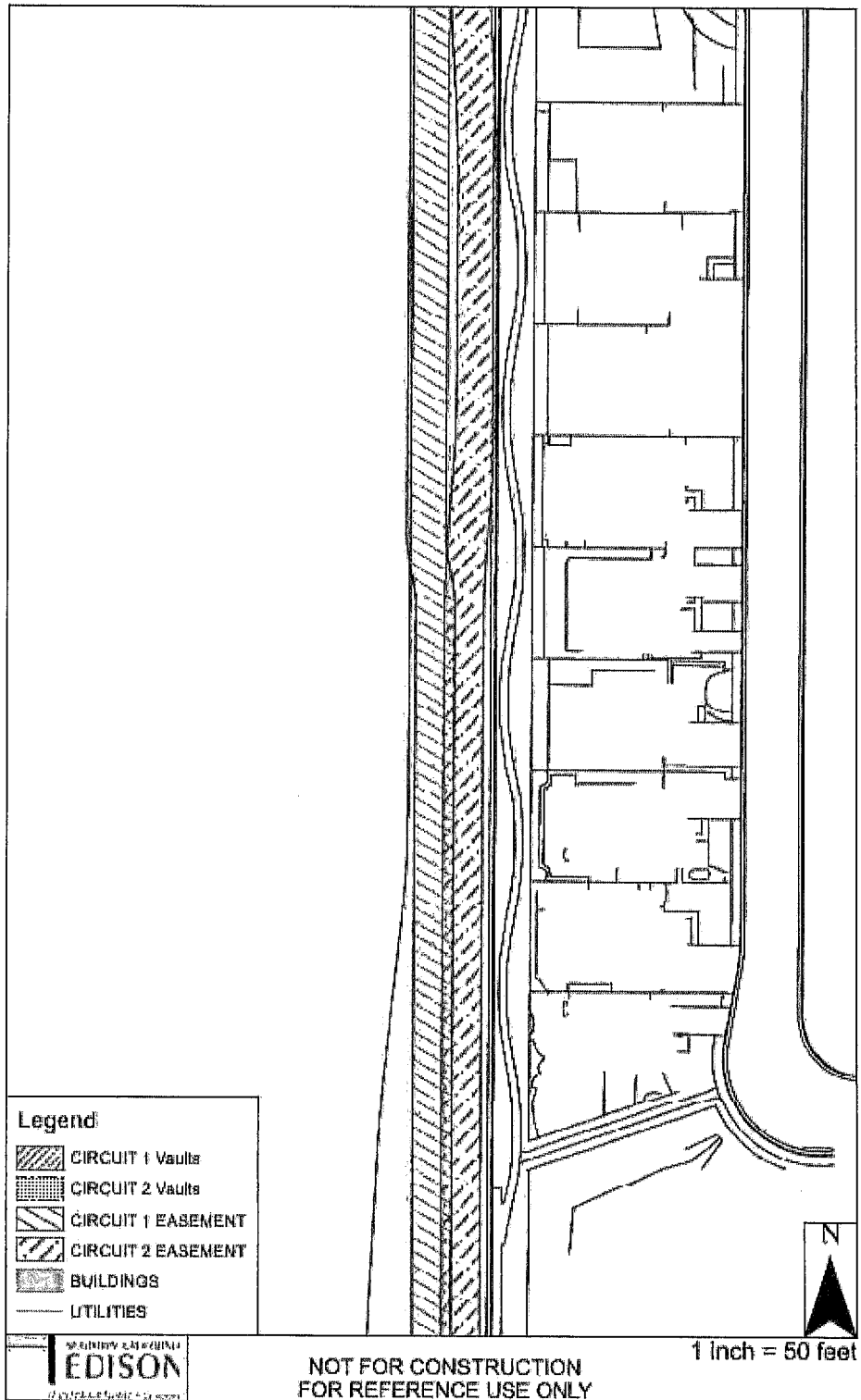


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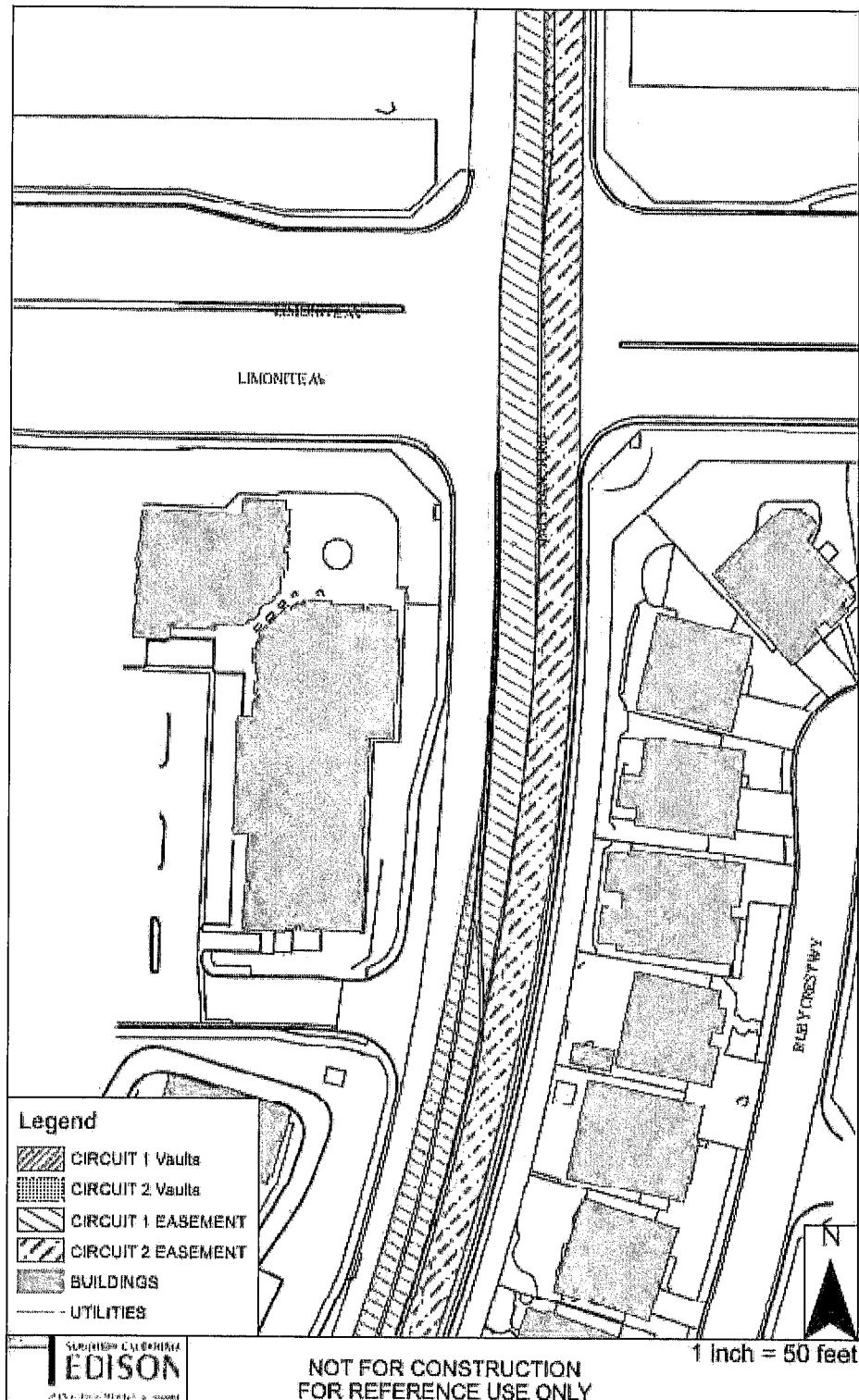


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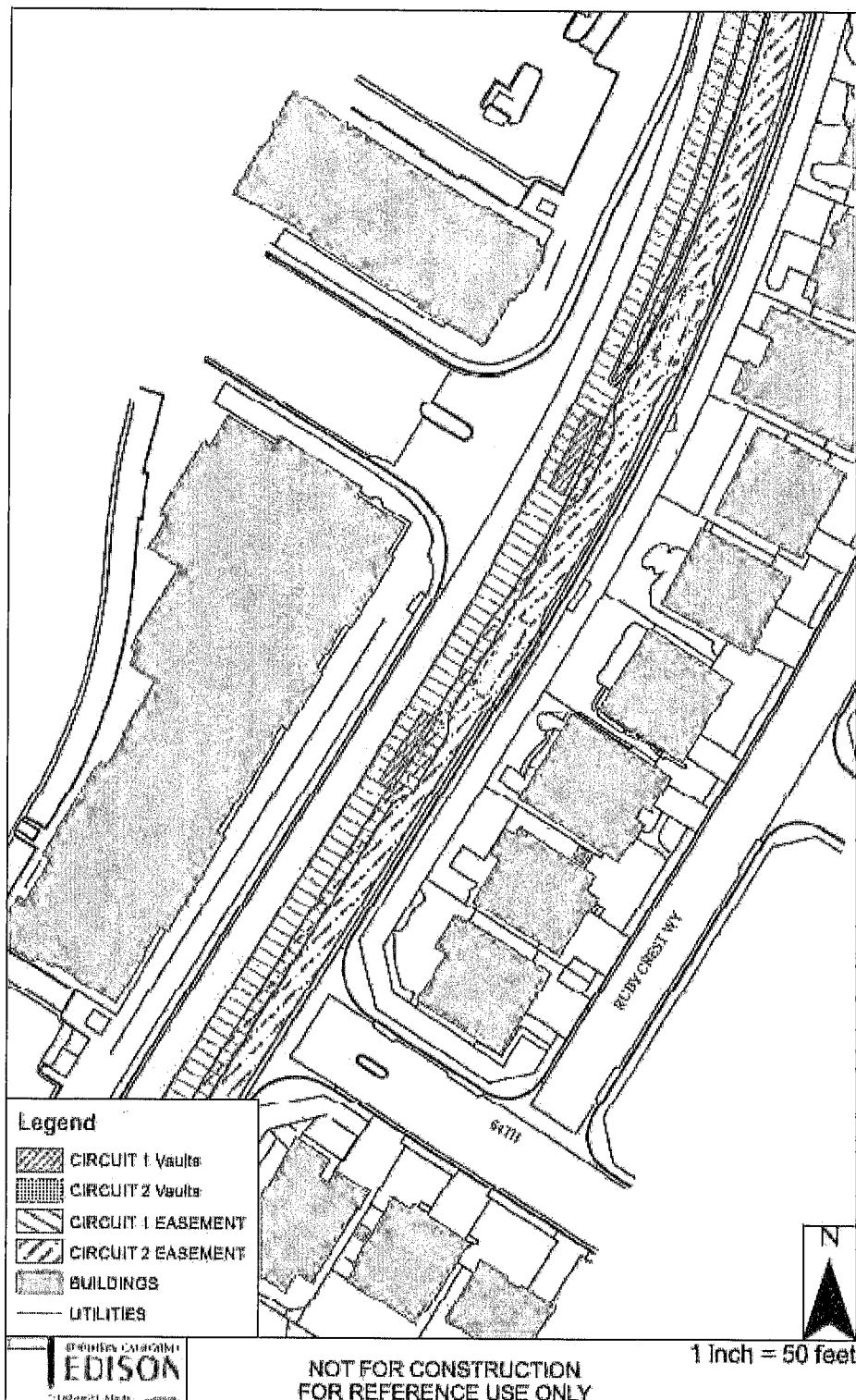


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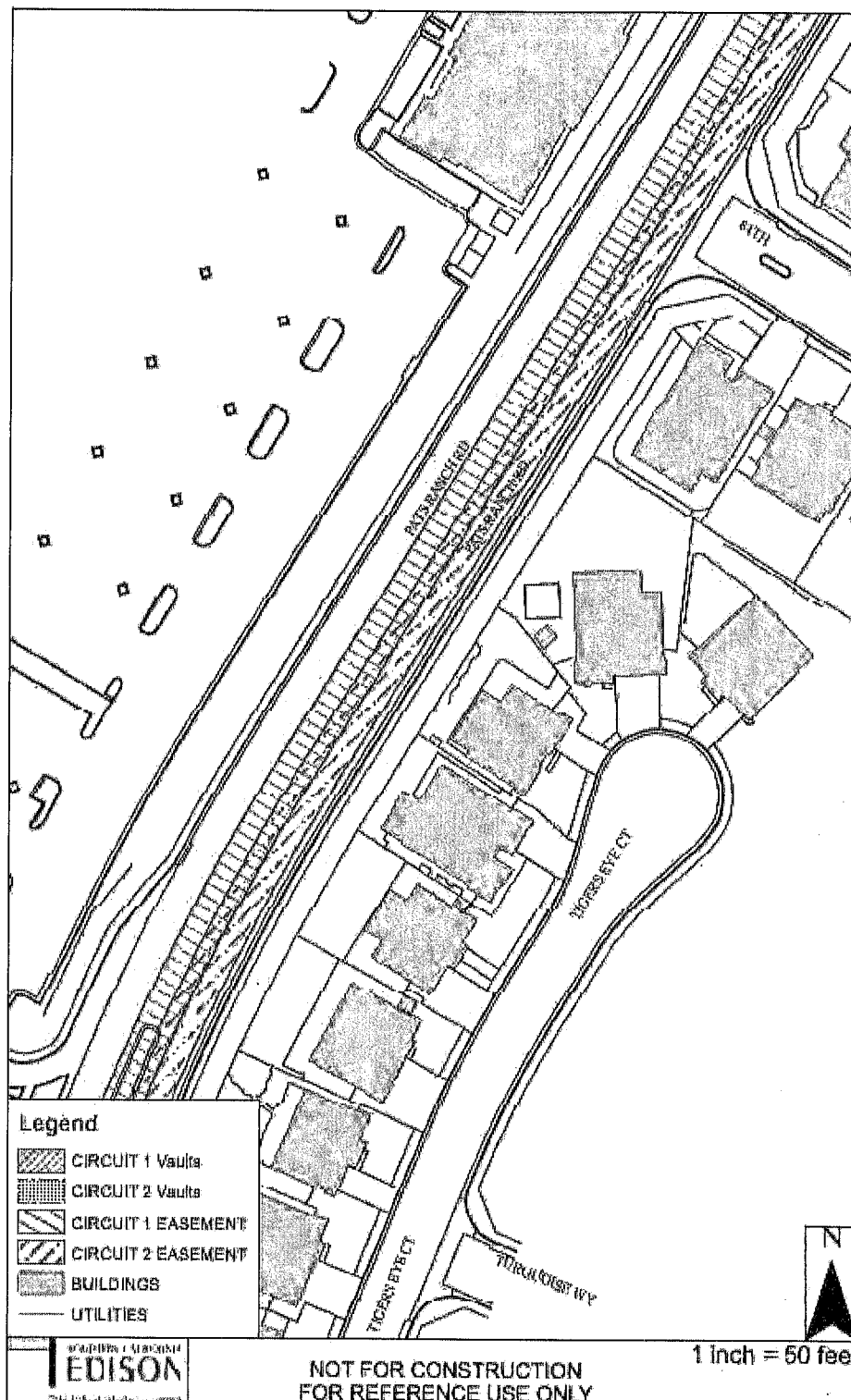


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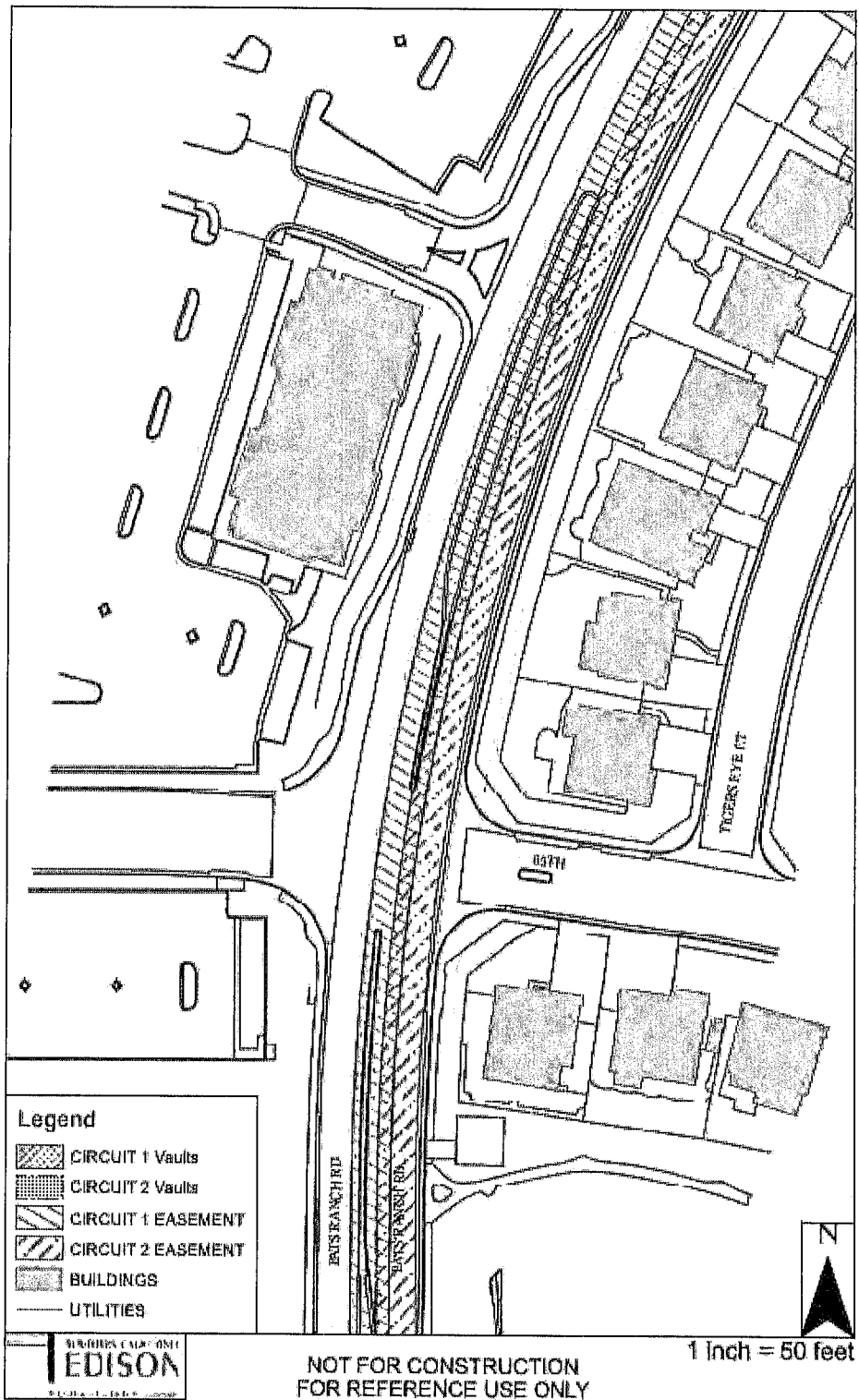


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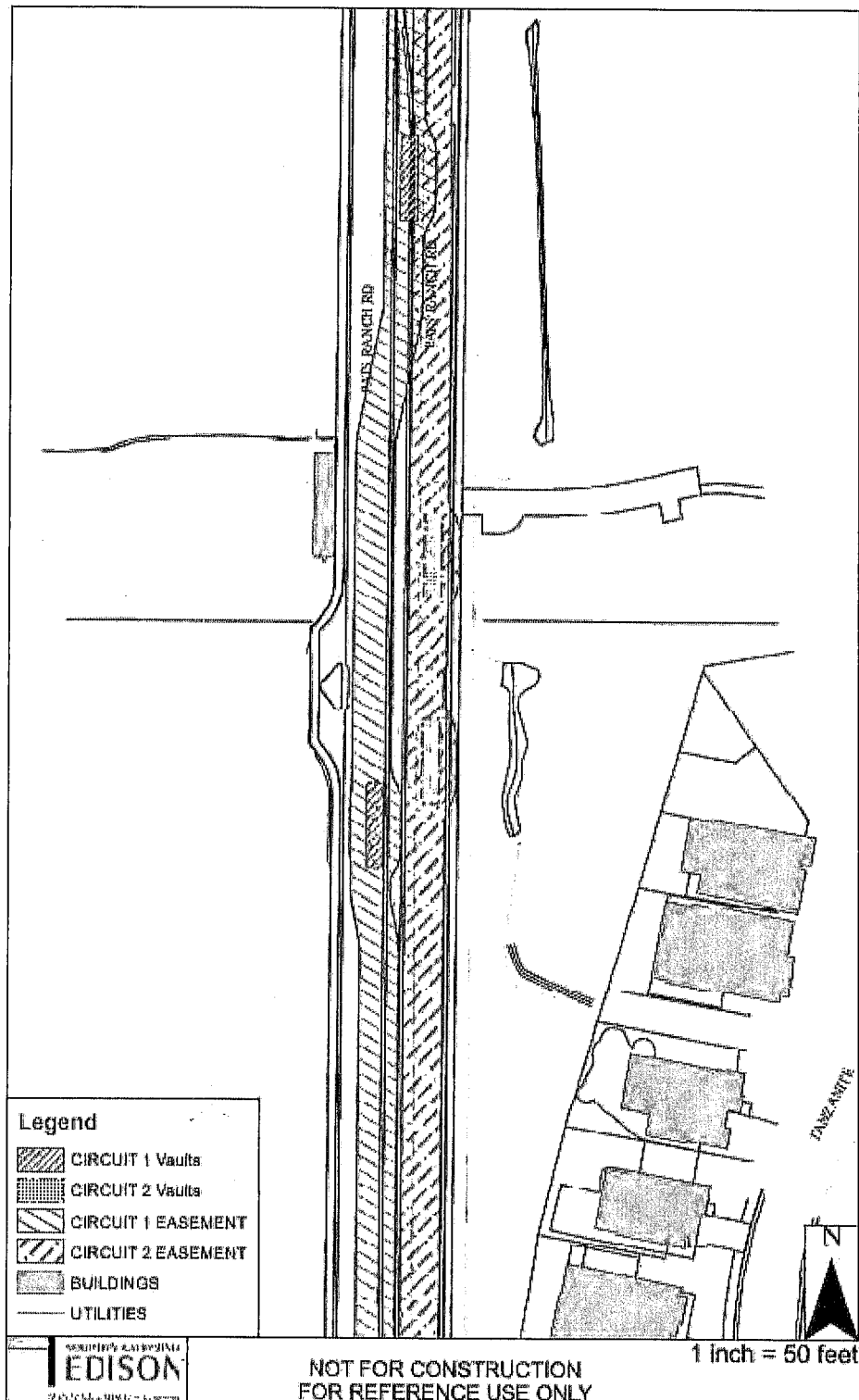


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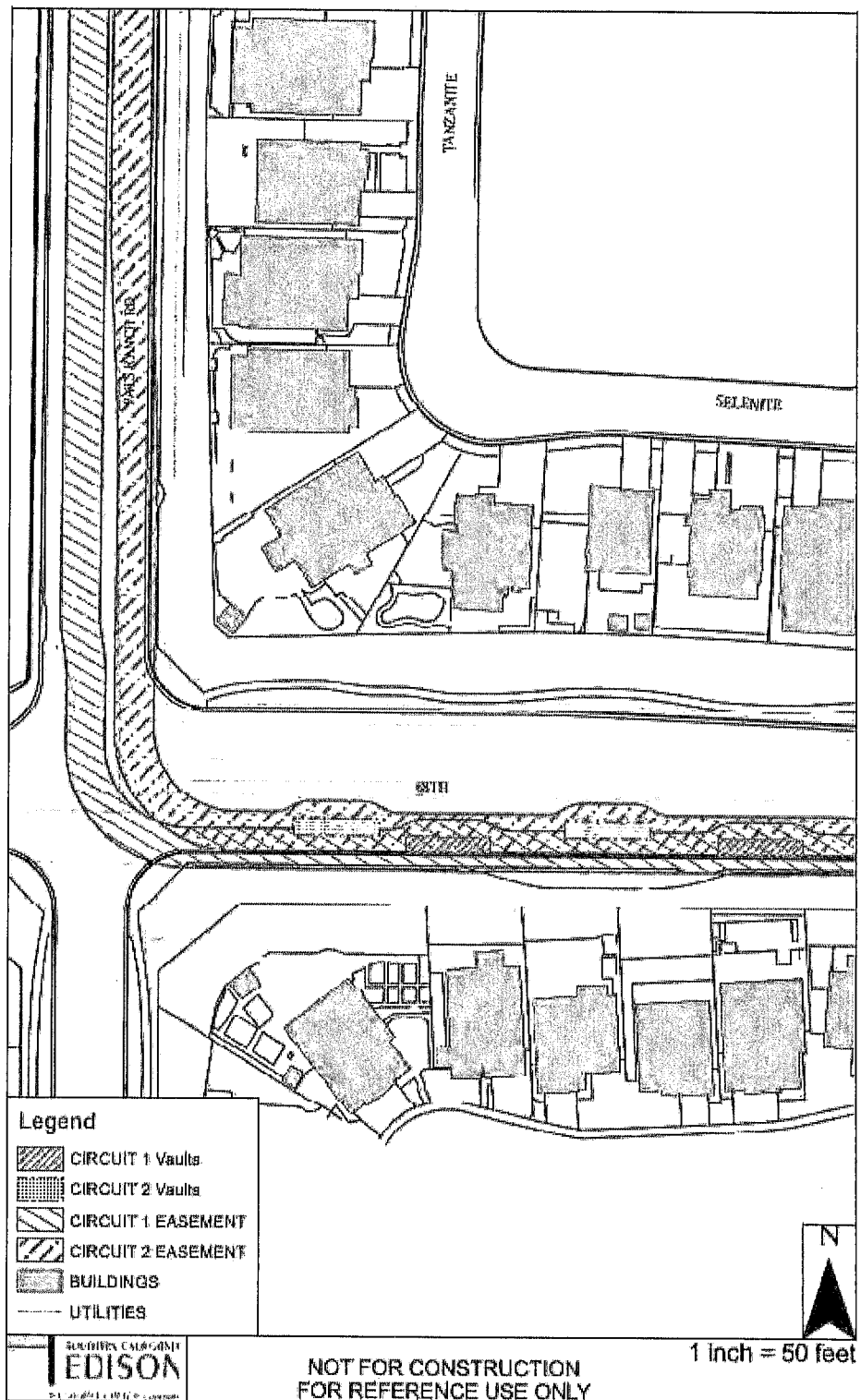


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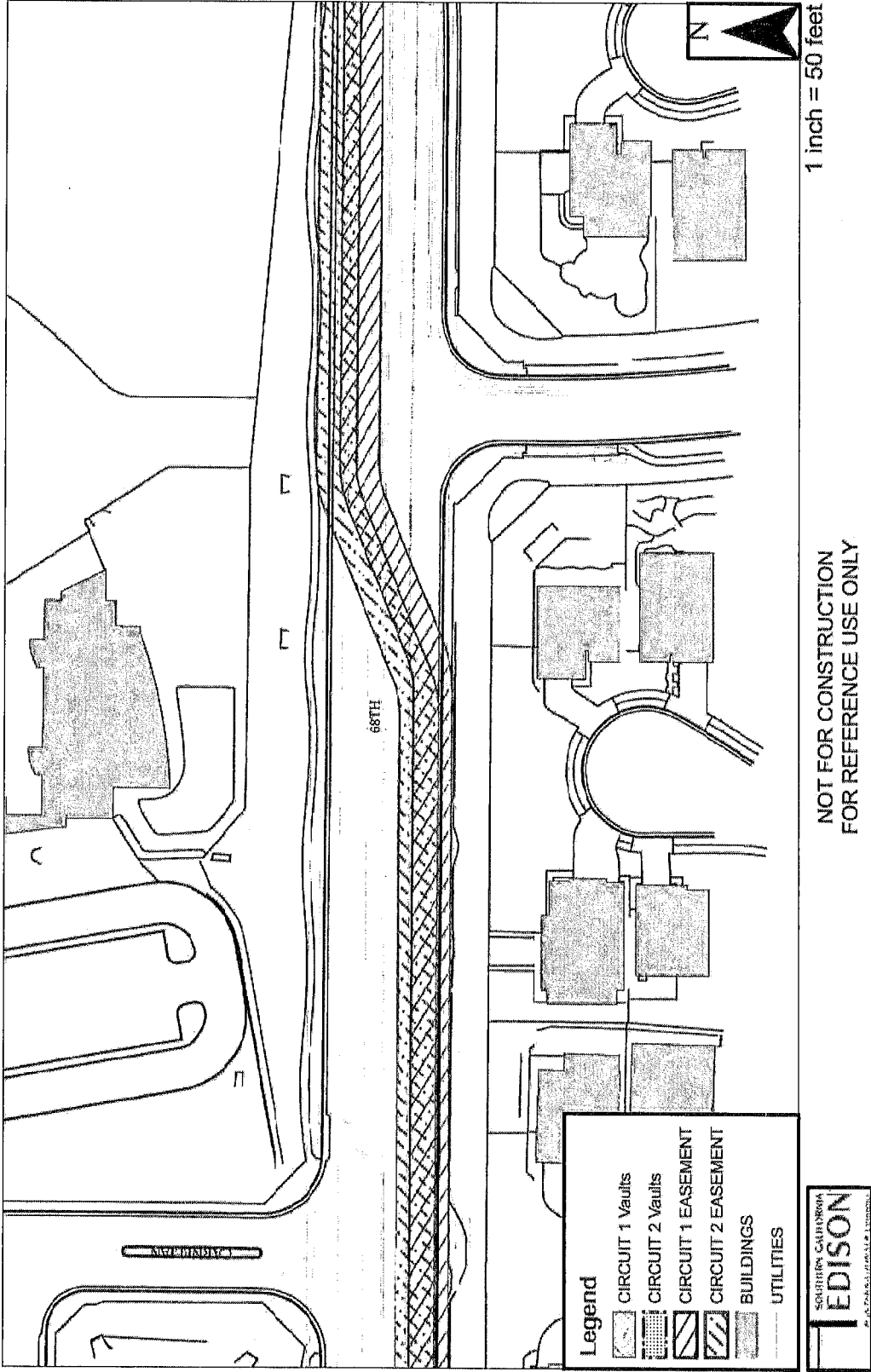


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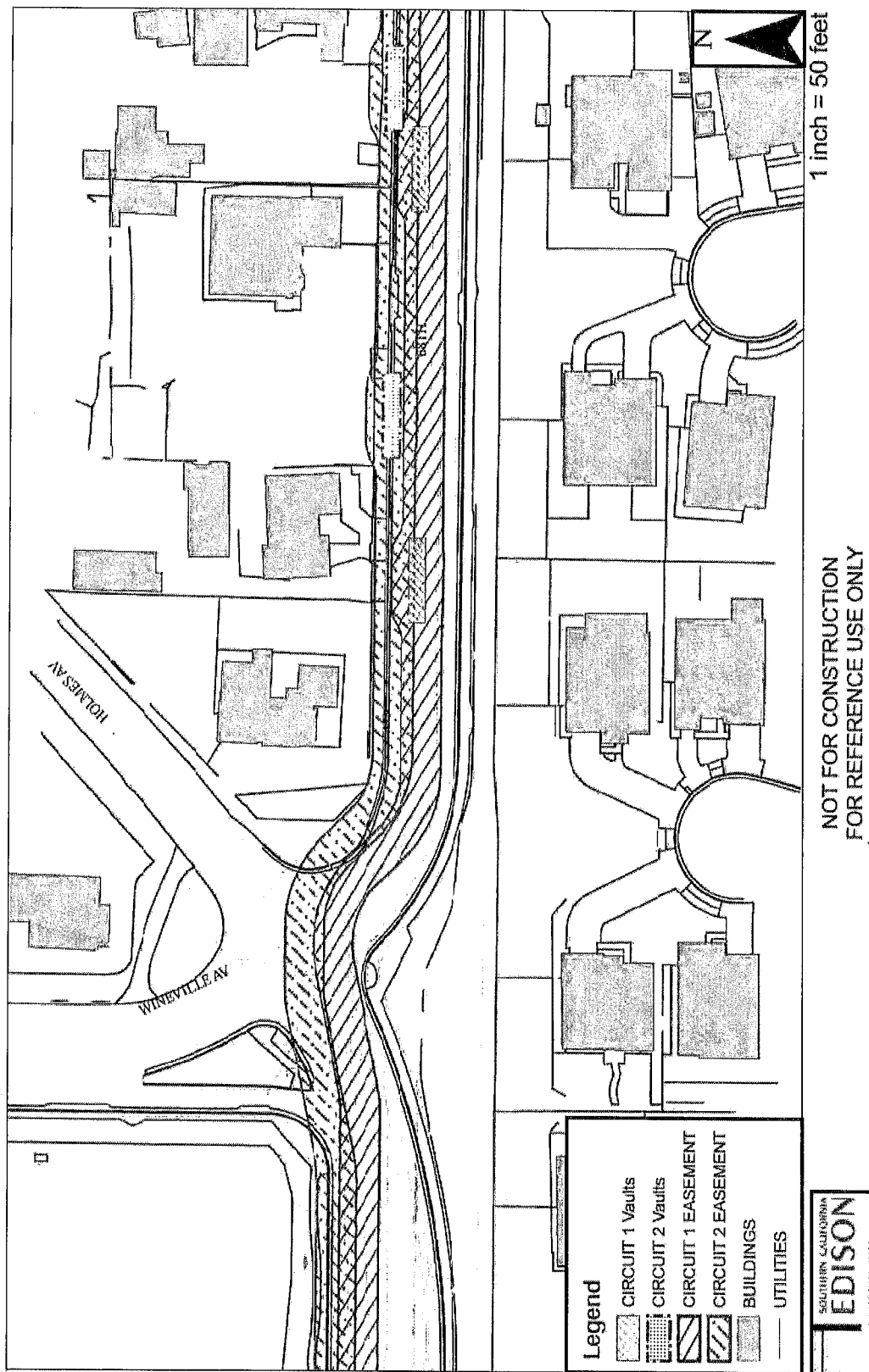


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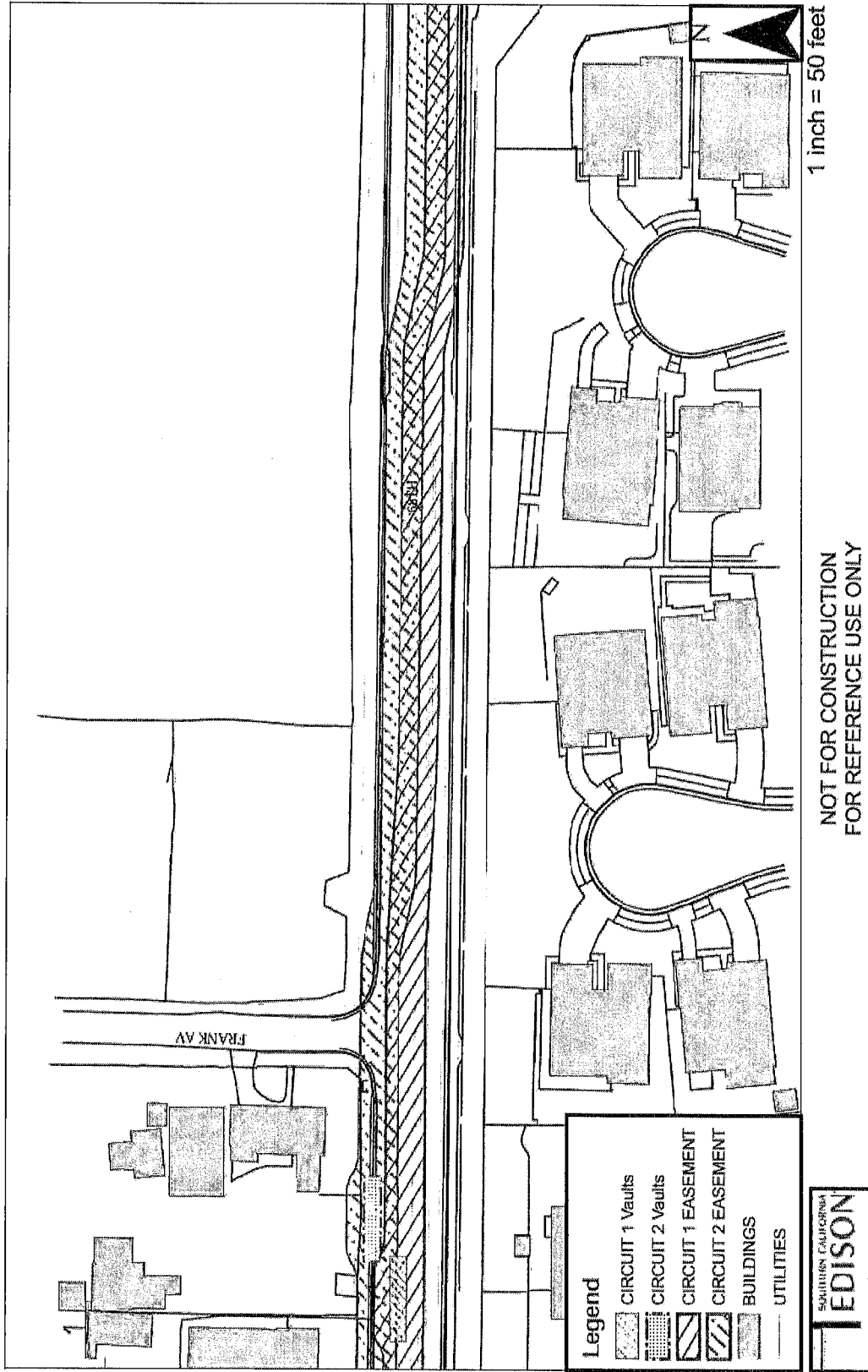


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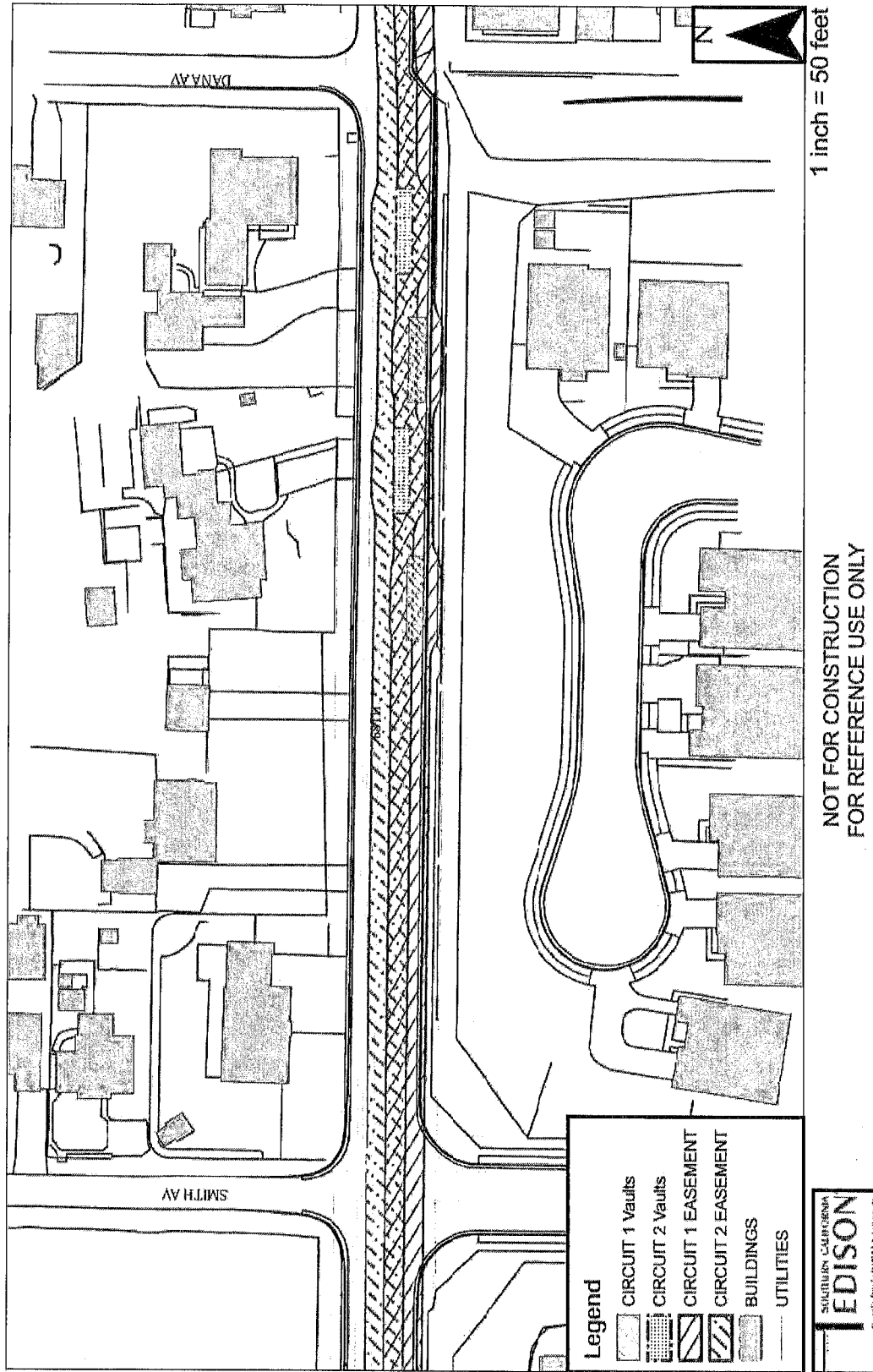


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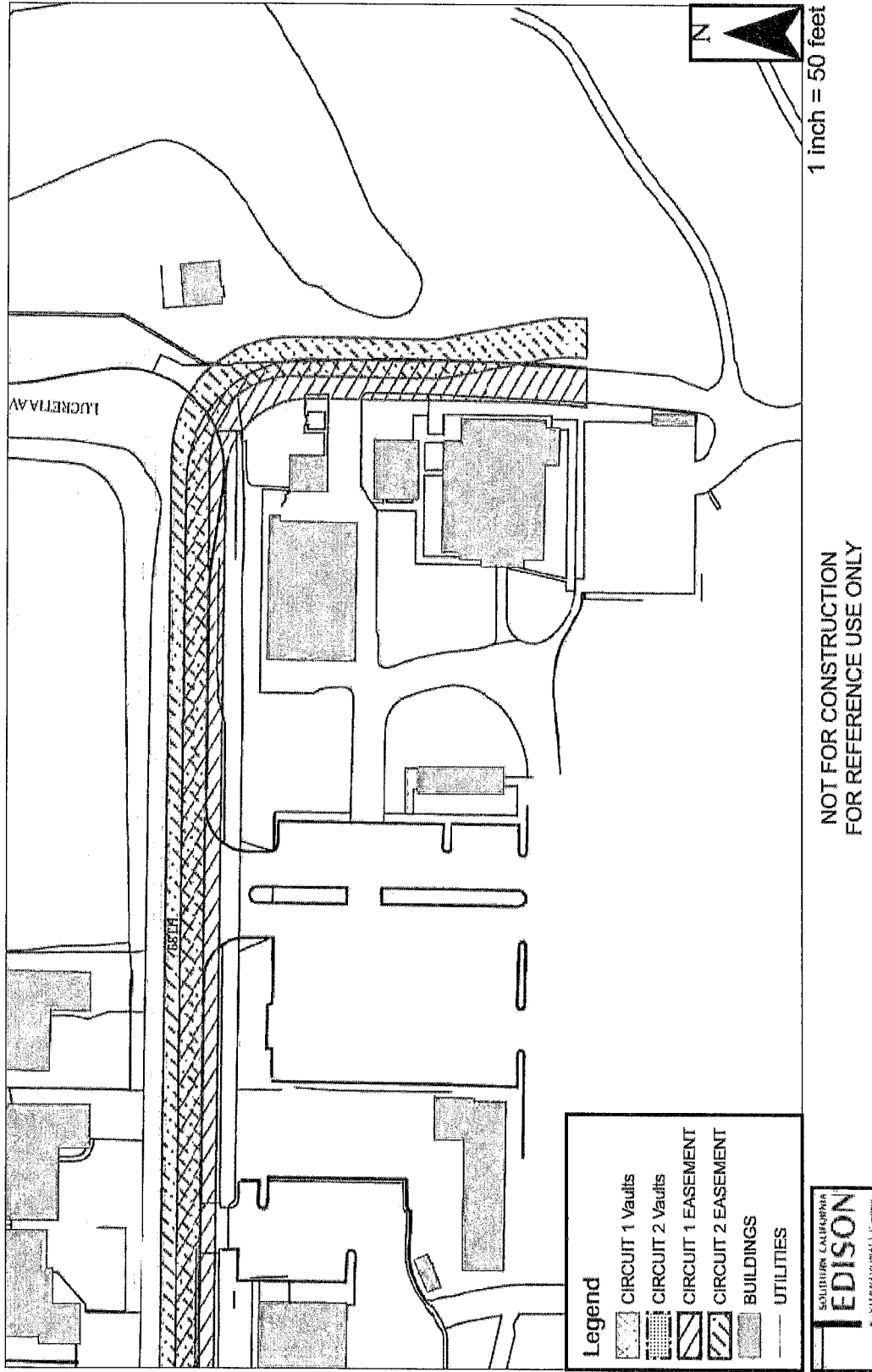


Exhibit "B"

Exhibit "C"

List of Typically Compatible Facilities and Typically Incompatible Facilities

Typically Compatible Facilities

For purposes of Section 4, new facilities, relocated facilities, or existing facilities within the Easement Strip that are presumed compatible with Grantee's underground systems (as defined in Section 1 of the Easement) include the following:

Proposed facilities located above Grantee's underground systems that cross said underground systems and are not located parallel to said underground systems provided that said facilities are:

- Facilities constructed with plastic and PVC material for (1) low pressure gas distribution lines; (2) water lines; (3) telecommunication/phone facilities (twisted pair copper, fiber optics); (4) cable television; or (5) less than 50-volt circuits shielded from electrical and magnetic interference.
- Facilities constructed of non-plastic/non-metallic (e.g. concrete) materials for (1) sanitary sewer/wastewater; (2) storm drain; or (3) culverts.
- Facilities constructed of metal materials for non-heat generating, grounded, and cathodically-protected facilities.

Proposed facilities not located on top of Grantee's underground systems that are proposed to run parallel to Grantee's underground systems provided that said facilities are:

- Facilities constructed with plastic and PVC material for (1) low pressure gas distribution lines; (2) water lines; (3) telecommunication/phone facilities (twisted pair copper, fiber optics); (4) cable television; or (5) less than 50-volt circuits shielded from electrical and magnetic interference.
- Facilities constructed of non-plastic/non-metallic (e.g. concrete) materials for (1) sanitary sewer/wastewater; (2) storm drain; or (3) culverts.
- Facilities constructed of metal materials for non-heat generating, grounded, and cathodically-protected facilities.

Typically Incompatible Facilities

For purposes of Section 4 of the Easement, new or relocated facilities presumed incompatible with Grantee's underground systems (as defined in Section 1 of the Easement) include the following:

- Any facilities running both parallel to and directly above Grantee's underground systems.
- Any heat-generating facilities and equipment (utility and otherwise);
- High pressure oil/gas transmission lines; and/or
- Electric lines 50 volts or greater.

Exhibit "D"
Form of Amendment to Easement

(See Attached)

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY – 2ND FLOOR
POMONA, CA 91768

ATTN: TITLE & REAL ESTATE SERVICES

WITH A COPY TO
CITY OF JURUPA VALLEY
8930 LIMONITE AVENUE
JURUPA VALLEY, CA 92509
ATTENTION: CITY CLERK'S OFFICE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Location:
A.P.N.
V&LM File No.:
SCE Doc. No.

DOCUMENTARY TRANSFER TAX \$ _____	Serial No. Service Order No.
_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED	APPROVED Vegetation & Land Management
_____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE	
_____ SO. CALIF. EDISON CO.	
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	
BY _____ DATE _____ SCE LAW Approved: RP	

FIRST AMENDMENT TO GRANT OF EASEMENT AGREEMENT (UNDERGROUND – TRANSMISSION EASEMENT)

This First Amendment to Grant of Easement Agreement ("Amendment") is entered into by and between the City of Jurupa Valley, a municipal corporation ("City" or "Grantor"), and Southern California Edison, a California corporation ("SCE" or "Grantee"). Grantor and Grantee may be referred to below as the "Parties" and each as a "Party". This Amendment is effective on the date it is fully-executed by the Parties ("Effective Date").

RECITALS

- A. City and SCE previously entered into that certain Grant of Easement Agreement (the "Easement Agreement"), pursuant to which City granted to SCE a permanent non-exclusive easement and right of way (collectively, the "Easement") to construct, operate, use, maintain, alter, reconstruct, repair, renew, replace, inspect, improve, interconnect, relocate, and/or remove, at any time and from time to time, electrical underground systems and communication systems, hereinafter referred to as "underground systems", consisting of wires, underground conduits, cables, vaults, telecommunications equipment, manholes, manhole covers, handholes, encasements, and including above-

First Amendment to Grant of Easement Agreement
City of Jurupa Valley (Grantor) and
S. C. E. Co., a corp. (Grantee)
Serial No.
RP File No.:

ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment, hereafter referred to as "above-ground systems", necessary or useful for transmitting and otherwise conveying electric energy to be used for light, heat, power and for transmitting intelligence by electrical means and/or other purposes (collectively, "Facilities"), in under, on, over, along and across that certain portion of the rights of way (collectively "City's Subject Rights of Way"), which are used for public street and public utility purposes, and are commonly referred to as Pat's Ranch Road (between Limonite Avenue and Bellegrave Avenue), Bellegrave Avenue (between Pat's Ranch Road and Wineville Avenue), Wineville Avenue (between Bellegrave Avenue and Cantu Galleano Ranch Road), and 68th Street (between Pat's Ranch Road and Lucretia Avenue) (collectively referred to as "Easement Strip"), as more particularly described in the Easement Agreement, on all of the terms and conditions set forth therein.

- B. Pursuant to Section 7 of the Easement Agreement, the Parties contemplated that upon SCE's completion of the installation of its Facilities, the Parties would execute and record an amendment to the Easement Agreement that shall update, amend or modify, as appropriate, Exhibits "A", "B", and/or "C" to the Easement Agreement to reflect the installed location of the Facilities (including any above-ground systems) in addition to SCE's required clearances and setbacks between other utilities and access requirements. SCE has now completed installation of its Facilities, and accordingly, the Parties desire to amend the Easement Agreement on each and all of the terms, provisions and conditions contained herein.

NOW THEREFORE, in consideration of the promises, terms and conditions contained herein and such other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and SCE hereby agree as follows:

1. Defined Terms. All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the Easement Agreement.
2. Recitals. The parties hereby agree that the recitals set forth hereinabove are true and correct and incorporated into this Amendment.
3. Exhibits. Exhibits "A", "B", "C", and "E" of the Easement Agreement are deleted in their entirety and respectively replaced with the following exhibits which are attached hereto and incorporated herein: Exhibit "A" (Legal Description of City's Subject Rights of Way & Approximate Depiction of City's Subject Rights of Way); Exhibit "B" (Legal Description of Easement Strip &

First Amendment to Grant of Easement Agreement
City of Jurupa Valley (Grantor) and
S. C. E. Co., a corp. (Grantee)
Serial No.
RP File No.:

Approximate Depiction of the Easement Strip); Exhibit "C" (*List of Typically Compatible Facilities and Typically Incompatible Facilities*); and Exhibit "E" (*Illustration of the General Easement Width*). Consistent with the Easement Agreement and Section 1 thereto, the location of any above-ground systems constructed by SCE within the final Easement Strip that are not flush with pavement (such as vents) are specifically depicted in "Exhibit B" attached hereto.

4. Miscellaneous.

- 4.1. Except as modified by this Amendment, the terms and provisions of the Easement Agreement shall remain unchanged and in full force and effect. If there is any conflict between the terms and provisions of the Easement Agreement and this Amendment, the terms and provisions of this Amendment shall control and prevail.
- 4.2. This Amendment shall be governed by, construed and enforced in accordance with, the laws of the State of California.
- 4.3. This Amendment may be executed in one or more counterparts. All executed counterparts shall constitute one agreement and each counterpart shall be deemed an original. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered. City and SCE: (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail; (ii) are aware that the other Party will rely on such signatures; and (iii) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signatures.
- 4.4. The signatories hereto represent that they have full and complete authority to bind their respective parties to this Amendment and that no other consent is necessary or required in order for the signatories to execute this Amendment on behalf of their respective parties.

[THIS SPACE INTENTIONALLY LEFT BLANK – SIGNATURES ON FOLLOWING PAGES]

First Amendment to Grant of Easement Agreement
City of Jurupa Valley (Grantor) and
S. C. E. Co., a corp. (Grantee)
Serial No.
RP File No.:

IN WITNESS WHEREOF, Grantor and Grantee have executed this Amendment on
the date set forth below.

Grantor

Grantee

City of Jurupa Valley, a municipal
corporation

Southern California Edison Company, a
California corporation

Dated: _____

Dated: _____

By: _____

Rod Butler, City Manager

By: _____

Attest:

Victoria Wasko, CMC, City Clerk

Approved as to form:

Peter M. Thorson, City Attorney

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 _____)

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

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

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

WITNESS my hand and official seal.

Signature _____

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 California)

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/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

Notary Acknowledgment

Exhibit "A"
Legal Description of City's Subject Rights of Way
&
Approximate Depiction of City's Subject Rights of Way
(To Be Prepared and Attached)

Exhibit "A"

Exhibit "B"
Legal Description of Easement Strip
&
Approximate Depiction of the Easement Strip
(To Be Prepared and Attached)

Exhibit "B"

Exhibit "C"

List of Typically Compatible Facilities and Typically Incompatible Facilities

(To Be Prepared and Attached)

Exhibit "E"
General Depiction of Easement Width
(See Attached)

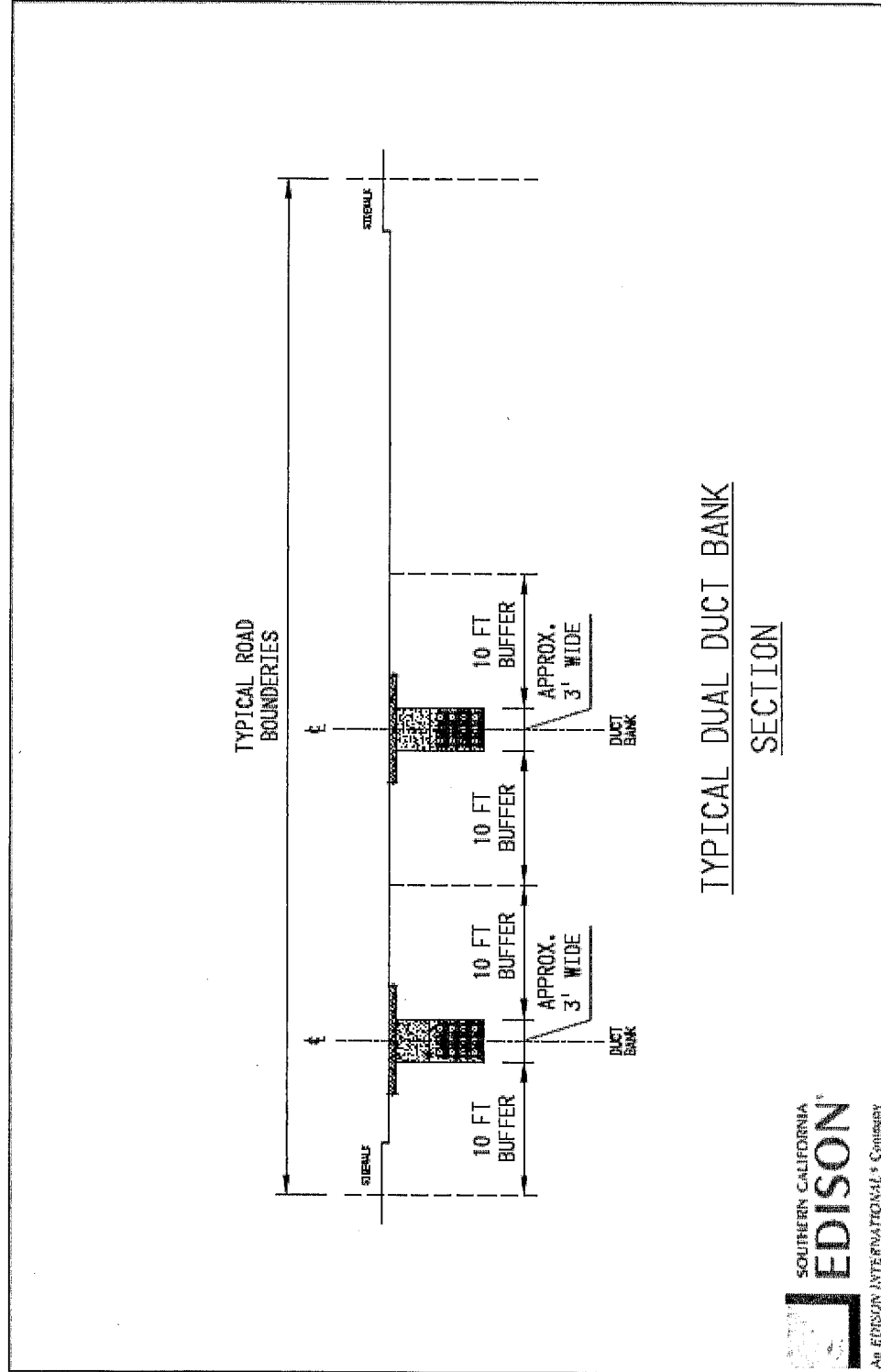


Exhibit "E"

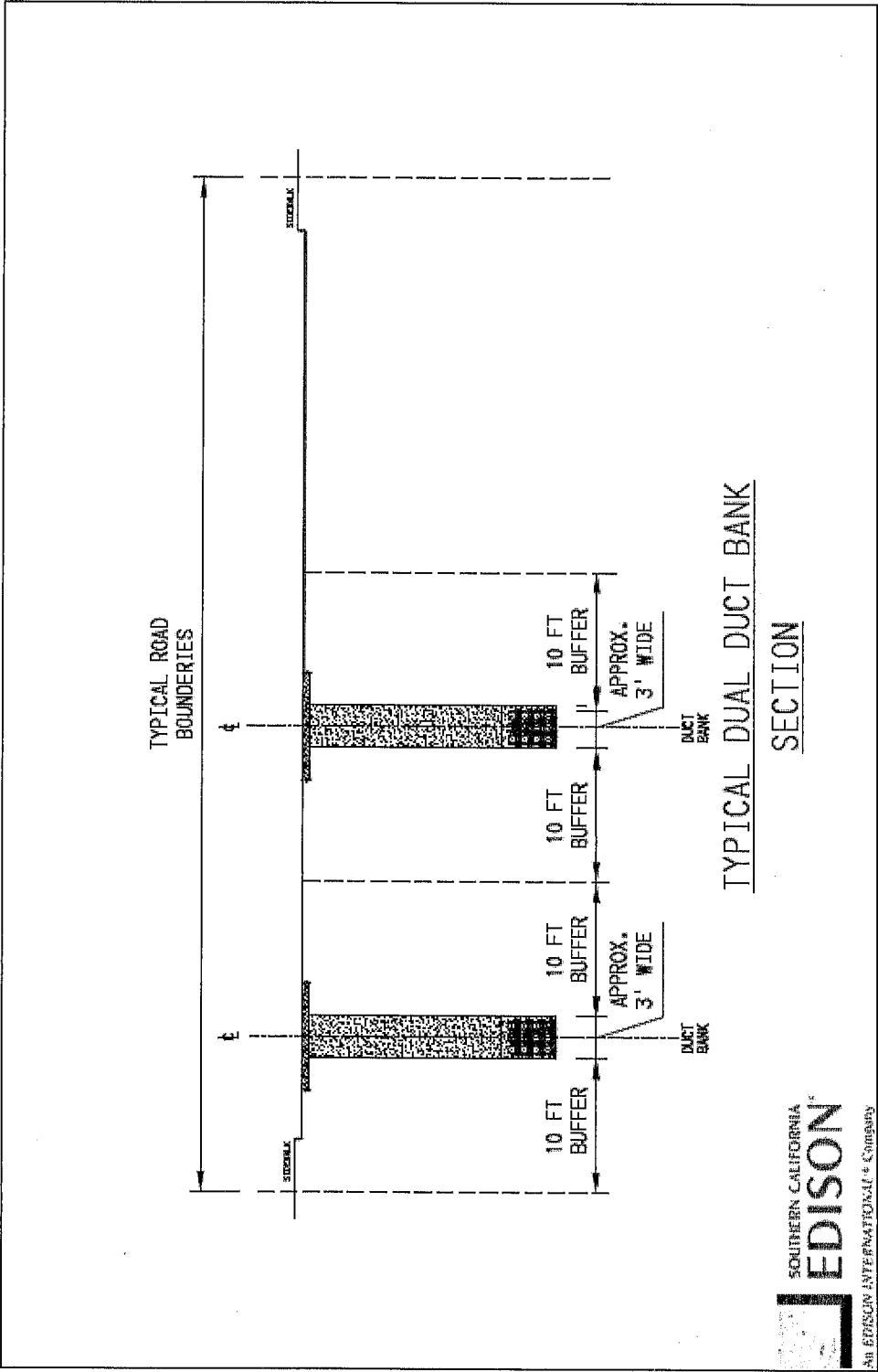
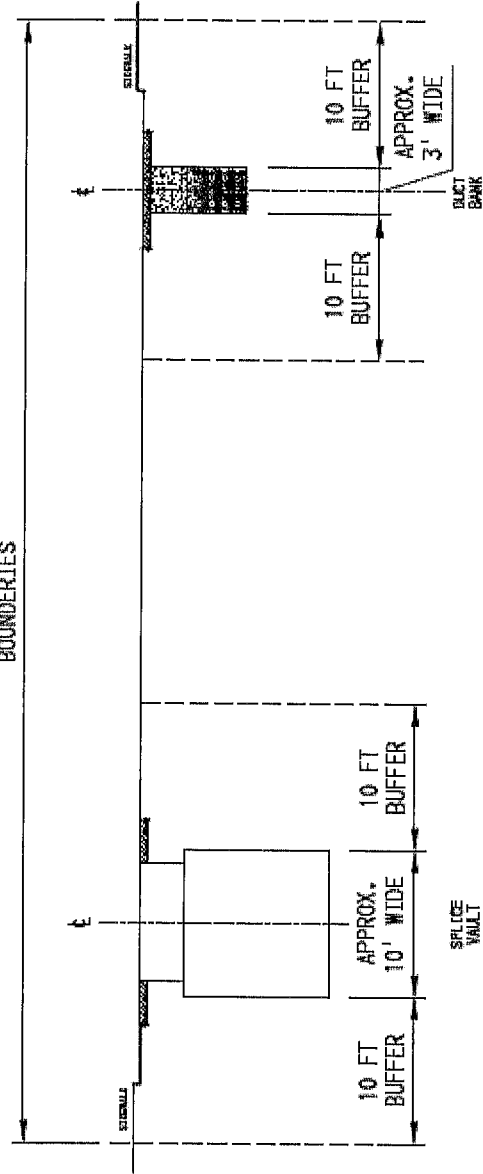


Exhibit "E"

TYPICAL ROAD
BOUNDARIES

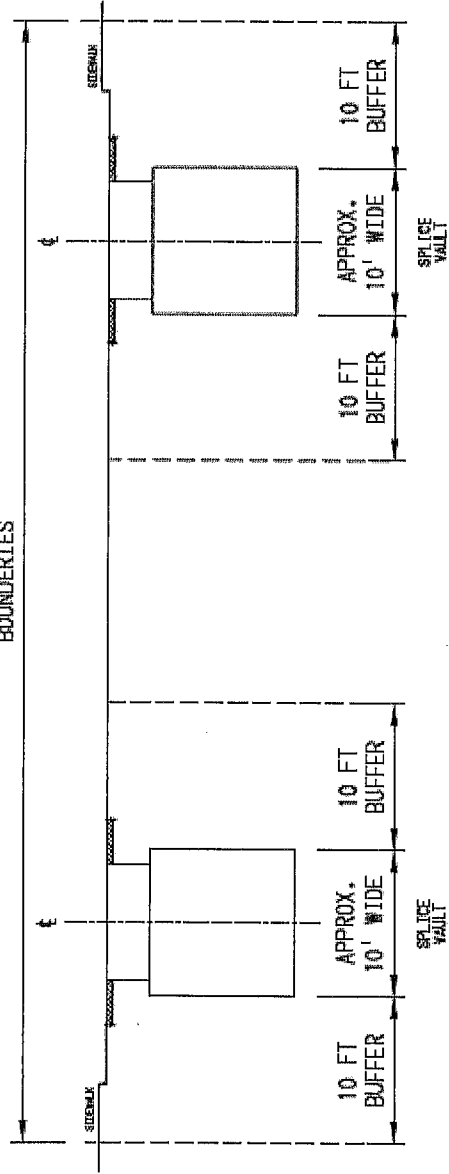


TYPICAL VAULT/DUCT
SECTION



Exhibit "E"

TYPICAL ROAD
BOUNDARIES



TYPICAL DUAL VAULT
SECTION

Exhibit “1”
Summary of Main Terms of Easement Agreement between
City of Jurupa Valley and Southern California Edison

Southern California Edison Company (“SCE”) applied for a Certificate of Public Convenience and Necessity from the California Public Utilities Commission (“CPUC”) to construct a series of electrical transmission facilities known as the Riverside Transmission Reliability Project (“RTRP”) (CPUC Proceeding No. A1505013). In Decision No. 20-003-001 (the “CPCN”), the CPUC identified several project alternatives, including “Alternative 1”, which includes additional undergrounding of portions of the RTRP. The CPCN described Alternative 1 as the environmentally superior alternative.

Pursuant to the Easement Agreement between the City of Jurupa Valley (“City”) and SCE, SCE agrees to underground the SCE facilities that SCE will construct as part of the Riverside Transmission Reliability Project (“RTRP”) within the City’s jurisdiction consistent with Alternative 1 of the RTRP in consideration for the City’s grant to SCE of a superior easement along the City’s right of way.

The portion of the Alternative 1 alignment that SCE will underground along the approximate 4-mile stretch of the City’s right of way is described below:

Pat’s Ranch Road (between Limonite Avenue and Bellegrave Avenue), Bellegrave Avenue (between Pat’s Ranch Road and Wineville Avenue), Wineville Avenue (between Bellegrave Avenue and Cantu Galleano Ranch Road), and 68th Street (between Pat’s Ranch Road and Lucretia Avenue).

The City uses its right of way for public street and utility purposes. The alignment of the City’s Subject Rights of Way is more particularly described and depicted on Exhibit “A” to the Easement Agreement.

The Easement Agreement recognizes that the City’s grant of rights to SCE under the Easement Agreement and SCE’s undergrounding of its facilities within the City’s Subject Rights of Way pursuant to Alternative 1 is consistent with the City’s prepared testimony and briefs filed in the CPCN and with the CPUC’s Decision which states that “Alternative 1 would not be infeasible if that risk is removed by Jurupa Valley granting SCE a superior easement that protects SCE against the risk that Jurupa Valley might compel the relocation of underground project facilities in consideration of the benefit that Alternative 1 would provide to Jurupa Valley.”

The Easement Agreement also recognizes that SCE may need to file a Complaint in Eminent Domain in the future to clear any title issues that may arise in connection with the superior easement along the Alternative 1 Alignment. In such case, the Parties stipulate, in accordance with Code of Civil Procedure Section 1240.030, that: (i) the public interest and necessity require the undergrounding proposed as part of Alternative 1; (ii) the undergrounding proposed as part of Alternative 1 is planned and located in the manner that will be most compatible with the greatest public good and the least private injury; and (iii) the acquisition of the Easement Strip is necessary

for the undergrounding proposed as part of Alternative 1, which includes the approximate 4-mile stretch of the route of the RTRP within the City boundaries where the undergrounding will occur.

Pursuant to the Easement Agreement, the Parties stipulate that the Easement granted pursuant to the Easement Agreement constitutes a real property right that is separate and distinct from the SCE Franchise (described below).

In addition, the Parties stipulate that the proposed use of the Easement Strip by SCE and the City is a joint and compatible use under Code of Civil Procedure Section 1240.510, and that the use of the Easement Strip (as defined below) by SCE will not unreasonably interfere with or impair the continuance of the City's public use of said area as it currently exists or may reasonably be expected to exist in the future except as otherwise provided in the Easement Agreement. Further, the Parties stipulate that in any eminent domain proceeding filed by SCE in connection with the undergrounding proposed as part of Alternative 1, to whatever extent the Easement Strip is currently appropriated to public use, SCE's acquisition of the Easement Strip, subject to the terms of the Easement Agreement, (i) as to the City of Jurupa Valley, constitutes a compatible public use under the provisions of Section 1240.510 of the California Code of Civil Procedure and SCE's proposed use will not unreasonably interfere with or impair the continuance of the City of Jurupa Valley's public use as it then exists or may reasonably be expected to exist in the future except as otherwise provided in the Easement Agreement, and (ii) as to other defendants, constitutes a compatible public use under the provisions of Section 1240.510 of the California Code of Civil Procedure or constitutes a more necessary public use under the provisions of Section 1240.610 of the California Code of Civil Procedure.

The main terms of the Easement Agreement are summarized below:

Section 1. Grant of Easement.

- Under the Easement Agreement, the City grants to SCE, its successors and assigns a permanent non-exclusive easement and right of way (collectively, the "Easement") to construct, operate, use, maintain, alter, reconstruct, repair, renew, replace, inspect, improve, interconnect, relocate, and/or remove, within the Easement Strip as defined below, at any time and from time to time, electrical underground systems and communication systems, hereinafter referred to as "underground systems", consisting of wires, underground conduits, cables, vaults, telecommunications equipment, manholes, manhole covers, handholes, encasements, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment, hereafter referred to as "above-ground systems", necessary or useful for transmitting and otherwise conveying electric energy to be used for light, heat, power and for transmitting intelligence by electrical means and/or other purposes (collectively, "Facilities"), in under, on, over, along and across that certain portion of the City's Subject Rights of Way (referred to as the "Easement Strip").
- Section 1 notes that SCE will prepare the final metes and bounds description of the Easement Strip, including the location of any above-ground facilities, after SCE completes the undergrounding in accordance with the Alternative 1 alignment.

Section 2. No Relocation of Facilities.

- Under the Easement Agreement, the City agrees and acknowledges that the Easement is superior to the rights previously conveyed by the City to SCE pursuant to the SCE Franchise. The SCE Franchise was approved on December 1, 2011 by the City of Jurupa Valley City Council pursuant to Ordinance No. 2011-07 and granted to SCE a franchise in accordance with the Franchise Act of 1937.
- The Easement Agreement recognizes that the City will not compel SCE to relocate the Facilities installed in the Easement Strip at SCE's cost. It states that because the Facilities are installed pursuant to this Easement and not pursuant to the SCE Franchise, SCE's Franchise including without limitation the relocation provisions of Section 4(g) of the SCE Franchise, or the common law applicable to utilities in the City's right of way, do not apply to the Facilities.
- Accordingly, the Parties agree that (i) the Easement constitutes a real property right that is separate and distinct from the SCE Franchise; (ii) the Easement was granted to SCE to facilitate the undergrounding of the Facilities within the City's Subject Rights of Way in accordance with Alternative 1, which is in the public interest and necessity and constitutes a significant public benefit and public purpose for the City of Jurupa Valley and its residents; and (iii) if requested by SCE or a court of competent jurisdiction, the City shall formally confirm the matters set forth in the Easement Agreement.
- The Easement Agreement confirms that if the City requests or requires SCE to relocate the Facilities located within the Easement Strip in the future, SCE will not be required to relocate such facilities unless (i) the relocation is at the City's sole cost and expense, (ii) the City conveys to SCE replacement real property rights for the new location that are equivalent to the Easement rights granted to SCE pursuant to the Easement Agreement, and (iii) SCE receives all applicable, necessary and required approvals from the CPUC and other governmental entities for such relocation.

Section 3. No Buildings or Structures on Surface of Easement Strip.

- Under the Easement Agreement, the City agrees not to erect, place, or maintain, nor to permit the erection, placement, or maintenance of any building, structure, or trees on the surface of the Easement Strip.

Section 4. Rights of SCE to Review Proposed Activities within the City's Subject Rights of Way and/or Easement Strip.

- The Easement Agreement recognizes the nature of Facilities (i.e. high voltage transmission lines) and the need to implement review protocols for "activities" proposed by the City or third parties within the Easement Strip and the City's Subject Rights of Way to minimize the risk of any impacts to, or interference with, the Facilities. The Easement Agreement provides to SCE certain rights to review certain

activities that are proposed within the City's Subject Rights of Way and/or Easement Strip to protect against conflicts or unreasonable interference between the SCE Facilities and any current or future proposed facilities or work. Said review provisions are necessary to minimize the risk of relocation of the Facilities.

- The Easement Agreement contains review and approval protocols that apply for proposed activities prior to the completion of the RTRP (Section 4.1.) and review and approval protocols that apply for proposed activities after the completion of the RTRP (Section 4.2.). In addition, Section 4.3 sets for the procedures for emergency work within the City's Subject Rights of Way and/or Easement Strip.
- Section 4.1. Summary of Review and Approval Protocol for Proposed Activities Occurring Prior to SCE's Completion of the RTRP. Section 4.1. requires that SCE provide notice to the City of its completion of the RTRP construction, including the undergrounding within the City's Subject Rights of Way accordance with Alternative 1. Section 4.1. applies to review of activities that occur prior to SCE's completion of the undergrounding under Alternative 1, including activities undertaken by the City.
 - Section 4.1.1. provides that prior to issuing any permits to construct and/or other rights to excavate within the City's Subject Rights of Way for any installation of new facilities or utilities ("Facility Installation Work"), the City will inform said party or entity seeking such permit or other rights ("Applicant") that it must provide to SCE for SCE's review and approval plans and specifications ("P&S") prepared by or at the request of Applicant that accurately reflect the location, scope, nature, and size of the Facility Installation Work. Upon request, SCE shall negotiate in good faith a non-disclosure agreement with the City and/or Applicant to protect any confidential information from public disclosure. Said P&S shall be submitted to the attention of SCE's Title and Real Estate Services division unless other personnel are designated by SCE to receive such request.
 - The requirements of Section 4.1. do not apply to any Excavation Work (as defined in Section 4.2.1.) for maintenance of any facilities located within the City's Subject Rights of Way prior to SCE's commencement of construction of SCE's Facilities.
 - Section 4.1.1. clarifies that SCE has the right to impose reasonable conditions upon its approval, including without limitation, compliance and implementation of CPUC General Order 69-C. In addition, SCE has the right to seek enforcement of its rights to the extent either Applicant or the City (where applicable) fails to prepare and submit P&S to SCE for review and otherwise comply with the requirements and provisions of Section 4.1.
 - Under Section 4.1.2., SCE agrees that it will review the P&S for Facility Installation Work within the City's Subject Rights of Way in accordance with Section 4.2.2., referencing the Typically Compatible and Typically Incompatible Facilities lists as presented in Exhibit "C" to the Easement

Agreement to advise the City if SCE objects to the Facility Installation Work described therein because said Facility Installation Work is anticipated to unreasonably interfere with SCE's rights under the Easement. The Easement Agreement requires that SCE make reasonable efforts to perform this review within thirty (30) days of the date of submittal of the P&S to SCE provided that SCE's standard cost for performing such review has been paid and all documentation that may be reasonably required by SCE has been provided. Such documentation may include, without limitation, elevations, distances between SCE's Facilities and the proposed facilities, and the composition of materials being used in such proposed facilities.

- SCE's lack of notice to City of any objections within thirty (30) days of the submittal of P&S shall be deemed SCE's objection to such permit or other rights to construct within the City's Subject Rights of Way. In the event of any such objection (whether by direct notice or via SCE's deemed objection), representatives of the City, SCE, and Applicant (where applicable) shall meet within ten (10) days of the date of SCE's objection or deemed objection for the purpose of addressing and resolving SCE's objections. The Easement Agreement provides that in no event shall such Facility Installation Work be performed unless and until SCE's objections have been resolved to the reasonable satisfaction of SCE. Failure by either Party to participate in good faith discussions to resolve any such objections constitutes grounds to invoke the Dispute Resolution provisions of Section 16 of the Easement Agreement.
- Section 4.2. Summary of Review and Approval Protocol for Proposed Activities After SCE's Completion of the RTRP. The Easement Agreement provides that the Parties will comply with the provisions of Section 4.2. with respect to activities proposed within the Easement Strip after SCE issues the Completion Notice to the City.
 - Section 4.2.1. provides that prior to issuing any permits or other rights for Facility Installation Work, or for any excavation within the Easement Strip including, without limitation, excavation required for the installation of new facilities or utilities, excavation required for relocation of facilities, or excavation required to perform maintenance on existing utilities or facilities (collectively, including Facility Installation Work, "Excavation Work"), the City will inform said Applicant that it must provide to SCE for SCE's review and approval P&S prepared by or at the request of Applicant that accurately reflect the location, scope, nature, and size of the Excavation Work. Upon request, SCE shall negotiate in good faith a non-disclosure agreement with the City and/or Applicant to protect any confidential information from public disclosure. Said P&S shall be submitted to the attention of SCE's Title and Real Estate Services division unless other personnel are designated by SCE to receive such request. The City shall also inform said Applicant that it is required to identify SCE as an additional insured in connection with its Excavation Work within the Easement Strip, as well as any improvements installed, operated and maintained therein. The City shall also comply with the

foregoing requirements (including submitting P&S to SCE for review) to the extent that the City engages in any Excavation Work within the Easement Strip.

- The Easement Agreement recognizes that SCE may impose reasonable conditions upon its approval, including without limitation, compliance and implementation of CPUC General Order 69-C. In addition, SCE has the right to seek enforcement of its easement rights to the extent either Applicant or the City (where applicable) fails to prepare and submit P&S to SCE for review and otherwise comply with the requirements and provisions of the Easement Agreement.
- Section 4.2.2. outlines the process for SCE's review of P&S for facilities or utilities preliminarily presumed compatible (under Exhibit "C") with SCE's Facilities. SCE agrees to advise the City if SCE objects to the Excavation Work described in the P&S because said Excavation Work unreasonably interferes with SCE's rights under the Easement. SCE shall make reasonable efforts to perform this review within thirty (30) days of the date of submittal of the P&S to SCE provided that SCE's standard cost for performing such review has been paid and all documentation that may be reasonably required by SCE has been provided. Such documentation may include, without limitation, elevations, distances between SCE's Facilities and the proposed facilities, and the composition of materials being used in such proposed facilities.
- Section 4.2.2.1. provides that SCE's lack of notice to the City of any objections to the Excavation described in Section 4.2 within said thirty (30)-day time period shall be deemed SCE's objection to such permit or other rights to excavate within the Easement Strip. Further, in the event of any such objection (whether by direct notice or via SCE's deemed objection), representatives of the City, SCE, and Applicant (where applicable) shall meet within ten (10) days of the date of SCE's objection or deemed objection for the purpose of addressing and resolving SCE's objections. The Easement Agreement provides that in no event shall such Excavation Work pertaining to the installation of new facilities/utilities or the relocation of existing facilities/utilities be performed unless and until SCE's objections have been resolved to the reasonable satisfaction of SCE. Failure by either Party to participate in good faith discussions to resolve any such objections constitutes grounds to invoke the Dispute Resolution provisions of Section 16.
- Section 4.2.2.2. provides that in cases where the Excavation Work for the repair or maintenance of facilities or utilities located within the Easement Strip that are preliminarily "presumed compatible," SCE's lack of notice to the City of any objections to said Excavation Work within thirty (30) days of the date of submittal of the P&S to SCE shall be deemed SCE's objection to such permit or other rights to excavate within the Easement Strip. In the event of any such objection (whether by direct notice or via SCE's deemed objection), representatives of the City, SCE and the Applicant (where applicable) shall meet within three (3) business days of the date of SCE's objection for the

purpose of addressing and resolving SCE's objections. In no event shall such Excavation Work pertaining to repair and/or maintenance of existing facilities or utilities be performed unless and until SCE's objections have been resolved to the reasonable satisfaction of SCE. Failure by either Party to participate in good faith discussions to resolve any such objections constitutes grounds to invoke the Dispute Resolution provisions of Section 16.

- Section 4.2.3. Provides the process for SCE's Review of P&S for Facilities or Utilities Preliminarily Presumed **Incompatible** with SCE's Facilities.

- Section 4.2.3. provides that Excavation Work relating to facilities preliminarily "presumed incompatible" (see Exhibit "C" to Easement Agreement) is presumed not permitted. P&S for such facilities and utilities preliminarily presumed incompatible will be submitted to SCE for review in accordance with Section 4.2.1. Section 4.2.3 provides that the City will not issue permits or other rights for Excavation Work within the Easement Strip for utilities or facilities preliminarily presumed incompatible unless SCE determines, after review of the P&S for such facilities or utilities, in its reasonable discretion, that said incompatible facilities and utilities will not unreasonably interfere with SCE's rights under the Easement. At City's request, SCE agrees that it will meet with representatives of the City, SCE, and Applicant (where applicable), within thirty (30) days of the date of the City's request for a meeting regarding said incompatible facilities or utilities in an attempt to analyze options for the installation of the incompatible facilities or utilities that will not unreasonably interfere with SCE's rights under the Easement. Failure by either Party to participate in good faith discussions to resolve any such objections constitutes grounds to invoke the Dispute Resolution provisions of Section 16.

- Section 4.3. Governs the procedures for Emergency Work within the City's Subject Rights of Way and/or Easement Strip.

- Section 4.3 provides that nothing in the Easement Agreement impacts or impairs the City's rights to grant an encroachment or excavation permit to a party or entity seeking such permit in order to perform emergency repairs of utilities and facilities located within the City's Subject Rights of Way and/or Easement Strip ("Emergency Work"), provided that: (i) City shall notify SCE regarding the emergency and City's issuance of the permit for the Emergency Work as soon as possible following the occurrence of the emergency; and (ii) the party performing such Emergency Work, at its sole cost and expense, shall repair and restore the Easement Strip and/or any of SCE's Facilities affected or impacted by the Emergency Work (which repair and restoration work shall be performed in accordance with SCE's specifications and requirements and will include, without limitation, the replacement and compaction of any and all insulated fill material within the Easement Strip). For the purpose of this Section 4.3, an "emergency" is defined as a situation that poses an immediate risk to life, health, safety, or property such that compliance with Sections 4.1 or 4.2, and the risk of contact with and/or damage to SCE's Facilities, would be

outweighed by the risk necessitating non-compliance with Sections 4.1 or 4.2. It is, therefore, the intent of the Parties that the term “emergency” shall be narrowly construed and anticipated that such Emergency Work shall be rare.

Section 5. Typically Compatible Facilities and Typically Incompatible Facilities. Section 5 discusses “Typically Compatible Facilities” and “Typically Incompatible Facilities”. The Parties will rely on the list of Typically Compatible and Typically Incompatible Facilities in determining the applicable review process for activities within the City’s Subject Rights of Way and the Easement Strip. The Parties recognize that it may be necessary for SCE to revise Exhibit “C” in the future.

Section 6. Construction of Facilities. Section 6 provides that SCE will construct, install, and maintain the Facilities in accordance with applicable laws and regulations and in compliance with applicable requirements of the CPUC and the Federal Energy Regulatory Commission.

Section 7. Amendment to Easement to Reflect Location of Facilities, as Constructed. Section 7 recognizes that the Parties will execute and record an amendment to the Easement Agreement in the form attached as Exhibit “D” to the Agreement after SCE completes the installation of the Facilities. The Amendment is intended to reflect the installed location of the Facilities. The Amendment will include any updated Exhibits.

Section 8. Damage to Surface of Easement Strip. Section 8 provides that SCE is responsible for repairing and restoring, at its sole cost and expense, any damage or injury caused by SCE to the surface of the Easement Strip and adjacent portions of the City’s Subject Rights of Way in connection with SCE’s exercise of its rights under the Easement. Further, SCE agrees that it shall restore said excavated or damaged areas to as good a condition as existed before such damage occurred.

Section 11. Future Vacation or Abandonment of Easement Strip. Section 11 provides that the Easement and rights granted to SCE shall not be affected, limited or compromised by any future vacation or abandonment of the City’s rights in the right of way of which the Easement Strip is a part.

Section 12. Successors and Assigns. Section 12 provides that the terms, covenants, and conditions of this Easement shall bind and inure to the benefit of the heirs and assigns of the City and the successors and assigns of SCE.

Section 15. Termination of Easement. Section 15 provides that the Easement will be of no force and effect in the event RTRP is not constructed consistent with Alternative 1. It also provides that within a reasonable period after the Effective Date, but in any event no less than thirty-six (36) months after the Effective Date, if SCE has not made substantial progress in support of the construction of the RTRP consistent with Alternative 1, the City may request the termination of this Easement by notice given as provided in the Easement Agreement. SCE is required to meet and confer with the City with respect to the City’s request no later than thirty (30) days after notice is given. If the City does not withdraw its request after meeting

and conferring with SCE, the Parties will resolve the City's request by following the dispute resolution provisions in Section 16 below.

Section 16. Dispute Resolution. The dispute resolution provisions are set forth in Section 16.

- Under Section 16, the Parties agree to attempt initially to resolve any disputes or controversies arising under, out of or in connection with this Easement by conducting good faith negotiations. Either Party may initiate such negotiations by sending notice under Section 14 to the other Party advising of the nature of the dispute and requesting to meet and confer regarding same. The Parties are required to meet and confer with respect to the dispute no later than thirty (30) days after such notice is given.
- After this initial meet and confer, if the Parties are unable to settle the dispute between themselves, either Party may submit the dispute to the CPUC's alternative dispute resolution ("ADR") program for assistance in resolving the dispute. In the event that participation in the CPUC's ADR program does not successfully resolve the dispute, either Party may petition the jurisdiction of the CPUC to definitively resolve the dispute by filing a Petition for Modification pursuant to CPUC Rule of Practice and Procedure 16.4 and consistent with Section 12 of CPUC Decision 20-03-001 (A.15-04-013), and the other Party shall not object to the CPUC's jurisdiction for resolving such a dispute. The Parties agree to accept the ultimate determination of the CPUC as final and binding, including but not limited to any specific performance directed by the CPUC.
- If the CPUC declines jurisdiction to resolve the dispute, then either Party may seek relief in a California court of competent jurisdiction. Each Party shall bear its own costs, expenses, and attorneys' fees in connection with the resolution of any dispute arising under, out of or in connection with this Easement.

City of Jurupa Valley

STAFF REPORT

DATE: JANUARY 20, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER
BY: PETER M. THORSON, CITY ATTORNEY

SUBJECT: AGENDA ITEM NO. 17.D

REAFFIRM DECLARATION OF LOCAL EMERGENCY BASED ON COVID-19 PANDEMIC INCLUDING A FINDING THAT EVICTION MORATORIUM AND WATER, GAS, CABLE AND ELECTRIC SHUT-OFF MORATORIUM ARE NOW GOVERNED BY STATE LAW AND ARE THEREFORE NOT NECESSARY AND MAKE FINDINGS AUTHORIZING CITY COUNCIL AND CITY LEGISLATIVE BODIES TO MEET IN WHOLE OR IN PART BY TELECONFERENCING UNDER GOVERNMENT CODE SECTION 54953(e) DURING THE LOCAL EMERGENCY

RECOMMENDATION

- 1) That the City Council adopt Resolution No. 2022-07, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, RECONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY RELATING TO THE COVID-19 VIRUS PANDEMIC AND MODIFYING REGULATIONS TO DEAL WITH COVID-19 PANDEMIC INCLUDING A FINDING THAT EVICTION MORATORIUM AND WATER, GAS, CABLE AND ELECTRIC SHUT-OFF MORATORIUM ARE NOW GOVERNED BY STATE LAW AND ARE THEREFORE NOT NECESSARY

- 2) That the City Council adopt Resolution No. 2022-08, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AUTHORIZING PUBLIC MEETINGS OF ALL CITY LEGISLATIVE BODIES TO BE HELD WITH A TELECONFERENCE OPTION FOR MEMBERS OF THOSE BODIES AND THE PUBLIC PURSUANT TO GOVERNMENT CODE SECTION 54953(e), AND MAKING FINDINGS AND DETERMINATIONS REGARDING THE SAME

BACKGROUND

On March 19, 2020, the City Council adopted Resolution No. 2020-10 proclaiming the existence of a local emergency in response to the COVID-19 pandemic. The City Council has reaffirmed the declaration of a local emergency and modified its provisions on a regular basis since that time.

The major provisions of the Local Emergency included: 1) a moratorium on evictions (adopted as Ordinance No. 2020-03) if the tenant was unable to pay rent due to economic problems caused by the COVID-19 Pandemic, such as job loss, reduced hours, or the COVID-19 illness of the tenant or a person or family member; 2) a moratorium on water, gas, cable and electric shut-offs where the customer was unable to pay their bill due to economic problems caused by the COVID-19 Pandemic such as job loss, reduced hours, or the COVID-19 illness of a person or family member; and 3) establishment of the “COVID-19 Stimulus Program” later implemented as part of the Community Development Block Grant special program for business assistance.

Establishing the City moratorium on evictions and the moratorium on water, gas, cable and electric shut-offs under the City’s Local Emergency declaration provided substantial benefits to the people of Jurupa Valley during the Pandemic. Since initiation of these programs, however, the State and federal governments have adopted legislation and regulations that supersede the City’s programs and provide enhanced benefits for the people of Jurupa Valley.

At the beginning of the COVID-19 Pandemic, the Governor issued an Executive Order allowing the City Council and other City legislative bodies to conduct their meetings, in whole or in part, by telephone or other electronic means. This Executive Order expired but the legislation was approved that would allow City Council and commission meetings to be conducted by telephone or other electronic means if certain findings are made and certain procedures to provide for public comment are followed. Given the recent surge in COVID-19 cases, Staff recommends that the City Council adopt a resolution making these findings so that the authority to conduct a meeting by telephone or other electronic means just in case some or all members of the Council are not able to participate in an in-person meeting.

ANALYSIS

Residential and Commercial Eviction Moratorium.

The Local Emergency regulations and Ordinance No. 2020-03 provided for a moratorium on residential and commercial evictions arising from non-payment of rent due to economic hardships caused by COVID-19, such as job loss, reduced hours, or the COVID-19 illness of the tenant or a person or family member. The adoption of Chapter 37 of 2020 (AB 3088), Chapter 2 of 2021 (SB 91), Chapter 5 of 2021 (AB 81), and Chapter 27 of 2021 (AB 832) now govern and supersede the provisions of Ordinance No. 2020-03 with respect to residential evictions. Additionally, this legislation also provides substantial

funds to enable tenants to repay past due rents. Based on these factors, the moratorium on evictions is no longer necessary to protect the health, safety and general welfare of the community and the Local Emergency is deemed to have expired with respect to the eviction moratorium. Section 2(d) of Ordinance No. 2020-03, regarding tenant's liability for and repayment of rent, would, however, shall remain in effect for six months pursuant to its terms and subject to State law.

Utility Shut Off Moratorium.

The Local Emergency regulations called for a moratorium on the discontinuation or shut-off of water, gas, cable, or electrical service by private or public utilities for residential, commercial, and industrial accounts in the City for non-payment of bills due to economic hardship caused by COVID-19. This moratorium is no longer necessary to protect the health, safety and general welfare of the people in Jurupa Valley because State laws and regulations and California Public Utilities Commission regulations have been enacted to protect customers of water, gas, cable, or electrical service providers. These laws and regulations supersede the City's regulations under the Local Emergency declaration. Therefore, the moratorium on discontinuation or shut-off of water, gas, cable, or electrical service by private or public utilities for residential, commercial, and industrial accounts in the City for non-payment of bills due to economic hardship caused by COVID-19 under the Local Emergency can be terminated as unnecessary.

COVID-19 Stimulus Program.

On June 4, 2020, the City Council adopted Resolution No. 2020-41 amended the City's 2018-2022 CDBG Consolidated Plan and allocated \$702,928.00 in Community Development Block Grant-Coronavirus funds authorized by the Coronavirus Aid, Relief and Economic Security Act (CARES Act) that became effective on March 27, 2020. This program provides for small businesses assistance, homelessness prevention, emergency shelter, and services for low-moderate income persons in response to the COVID-19 pandemic.

Conduct of Meetings by Teleconferencing and Other Electronic Means.

At the beginning of the COVID-19 Pandemic, the Governor issued an Executive Order allowing the City Council and other City legislative bodies to conduct their meetings, in whole or in part, by telephone or other electronic means. This Executive Order expired but the Legislature adopted Chapter 165 of 2021 (AB 361) that allows meetings of a legislative body such as the City Council or commissions to be conducted by telephone or other electronic means if certain findings are made concerning an emergency and certain procedures providing for public comment are followed.

A legislative body that meets remotely pursuant to AB 361 must allow members of the public to access the meeting via a call-in option or an internet-based service option, and the agenda for the remote meeting must provide an opportunity for members of the public to directly address the body in real time. Although the agency may still ask for public

comments to be submitted in advance, the agency cannot require public comments to be submitted in advance of the meeting. Agencies may not close a public comment period until members of the public are given the opportunity to register and the time for that comment period has elapsed, whether it is for a specific agenda item or a general comment period. If an agency does not provide a timed public comment period, but takes public comment separately on each agenda item, it must allow a reasonable amount of time per agenda item to allow members of the public the opportunity to provide public comment, including time to register or "otherwise be recognized for the purpose of providing public comment."

Given the recent surge in COVID-19 cases, Staff recommends that the City Council adopt a resolution making these findings so that the authority to conduct a meeting by telephone or other electronic means just in case some or all members of the Council are not able to participate in an in-person meeting.

FINANCIAL IMPACT

There will be no fiscal impact on the City.

Prepared by:



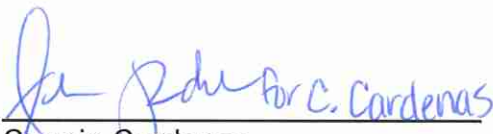
Peter M. Thorson
City Attorney

Submitted by:



Rod B. Butler
City Manager

Reviewed by:



Connie Cardenas
Administrative Services Director

Reviewed by:



Michael Flad
Assistant City Manager

Attachments:

1. Resolution No. 2022-07
2. Resolution No. 2022-08

RESOLUTION NO. 2022-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, RECONFIRMING THE EXISTENCE OF A LOCAL EMERGENCY RELATING TO THE COVID-19 VIRUS PANDEMIC AND MODIFYING REGULATIONS TO DEAL WITH COVID-19 PANDEMIC INCLUDING A FINDING THAT EVICTION MORATORIUM AND WATER, GAS, CABLE AND ELECTRIC SHUT-OFF MORATORIUM ARE NOW GOVERNED BY STATE LAW AND ARE THEREFORE NOT NECESSARY

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

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

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

(b) In December 2019, an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19), was identified and has impacted countries throughout the world, including the United States. Since that time variants of the virus have been identified.

(c) Since the federal Centers for Disease Control and Prevention (“CDC”) confirmed the first possible case of community spread of COVID-19 in the United States on February 26, 2020, there have significant domestic cases, hospitalizations and deaths from COVID-19 occurring in California and the United States. At times the number of cases, hospitalizations and deaths have gone down only to rise again. Currently California is experiencing an increase in the number of cases, hospitalizations and deaths related to COVID-19.

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

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

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

(g) The California Department of Public Health has reported significant number of COVID-19 cases, hospitalizations and deaths in the state between March 2020 and November 2021 with the number of cases trending down and the number of vaccinations against COVID-19

increasing. However, State Health Officials are also noticing a recent increase in the number of COVID-19 cases with the “delta variant” and “omicron variant” beginning in December 2021. The number of cases and deaths are reported and updated at <https://www.cdph.ca.gov/programs/cid/dcdc/pages/immunization/ncov2019.aspx>.

(h) The Riverside County Public Health Officer has reported significant number of COVID-19 cases, hospitalizations and deaths in the state between March 2020 and November 2021 with the number of cases trending down and the number of vaccinations against COVID-19 increasing. However, Riverside County Public Health Officer is also noticing a recent increase in the number of COVID-19 cases with the “delta variant” and “omnicon variant” beginning in December 2021. The number of cases and deaths are reported and updated at <https://www.rivcoph.org/coronavirus>.

(i) The Riverside County Public Health Officer issued numerous Health Orders making certain findings and issuing emergency orders to deal with COVID-19 pandemic. The Riverside County Health Officer’s Orders are listed and updated continuously at <https://www.rivcoph.org/coronavirus>. Most of the Health Orders have been repealed or substantially modified. In the event conditions changes additional Health Orders are expected.

(j) Based on the above findings, there are conditions that are or likely to be beyond the control of local resources and require the combined forces of other political subdivisions to combat.

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

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

(m) On March 19, 2020, the City Council adopted Resolution No. 2020-10 proclaiming the existence of a local emergency in response to the COVID-19 pandemic and the City Council has reaffirmed that declaration of a local emergency on a regular basis since that time. As used in this Resolution the “Local Emergency” means the local emergency declared by the City Council in Resolution No. 2020-10, reaffirmed in Resolution Nos. 2020-11, 2020-21, 2020-35, 2020-42, 2020-70, 2021-14, 2021-28, 2021-55 and this Resolution, as the findings and resolutions may be reviewed, reaffirmed and expanded as provided by law, and shall terminate upon adoption by the Council of a resolution terminating the local emergency in whole or in part.

Section 2. Proclamation of Local Emergency. Based on the findings set forth above, the City Council of the City of Jurupa Valley hereby proclaims that a local emergency now exists throughout the City of Jurupa Valley and reaffirms the proclamation of a local emergency as set forth in Resolution Nos. 2020-10 as reaffirmed and modified. During the existence of the Local Emergency, the following regulations shall apply:

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

(b) **Continuation of Local Emergency.** The local emergency shall be deemed to continue to exist until its termination is proclaimed by resolution of the City Council of the City of Jurupa Valley in whole or in part.

(c) **Review of Local Emergency.** The City Council shall endeavor to review this local emergency proclamation at least every sixty (60), or the next regular City Council Meeting following the expiration of the 60-day period, and shall terminate the emergency proclamation at the earliest possible date the conditions warrant. Statutory periods for the review and reaffirmation of local emergencies in Government Code Section were waived by the Governor's State of Emergency Declaration issued on March 4, 2020.

(d) **Utility Shut Off Moratorium No Longer in Effect.** The Local Emergency regulations called for a moratorium on the discontinuation or shut-off of water, gas, cable, or electrical service by private or public utilities for residential, commercial, and industrial accounts in the City for non-payment of bills due to economic hardship caused by COVID-19. This moratorium is no longer necessary to protect the health, safety and general welfare of the people in Jurupa Valley because State laws and regulations that supersede City ordinances and regulations have been enacted to protect customers of water, gas, cable, or electrical service providers and is, therefore, hereby terminated.

(e) **Residential and Commercial Eviction Moratorium No Longer in Effect.** The Local Emergency regulations and Ordinance No. 2020-03 adopted on March 26, 2020 provided for a moratorium on residential and commercial evictions due to non-payment of rent due to economic hardships caused by COVID-19. The adoption of Chapter 37 of 2020 (AB 3088), Chapter 2 of 2021 (SB 91), Chapter 5 of 2021 (AB 81), and Chapter 27 of 2021 (AB 832) now govern and supersede the provisions of Ordinance No. 2020-03. Additionally this Legislation also provides substantial funds to enable tenants to repay past due rents. Based on these factors, the moratorium on evictions is no longer necessary to protect the health, safety and general welfare of the community and the Local Emergency is deemed to have expired with respect to the eviction moratorium and is, therefore, terminated, provided, however, that Section 2(d) of Ordinance No. 2020-03, regarding tenant's liability for and repayment of rent shall remain in effect for six (6) months from the date of this Resolution pursuant to its terms and subject to State law.

Section 3. Ratification of City Manager's Actions. The City Council hereby ratifies the actions of the City Manager taken pursuant to the Local Emergency.

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

Section 5. Certification. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED, by the City Council of the City of Jurupa Valley
on this 20th day of January 2022.

Chris 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. 2022-07 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 20th day of January 2022 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 20th day of January 2022.

Victoria Wasko, City Clerk
City of Jurupa Valley

RESOLUTION NO. 2022-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AUTHORIZING PUBLIC MEETINGS OF ALL CITY LEGISLATIVE BODIES TO BE HELD WITH A TELECONFERENCE OPTION FOR MEMBERS OF THOSE BODIES AND THE PUBLIC PURSUANT TO GOVERNMENT CODE SECTION 54953(e), AND MAKING FINDINGS AND DETERMINATIONS REGARDING THE SAME

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

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

(A) City Council is committed to public access and participation in its meetings and the meetings of all City legislative bodies while balancing the need to conduct public meetings in a manner that reduces the likelihood of exposure to COVID-19 and to support physical distancing during the COVID-19 pandemic.

(B) All meetings of the City Council and other City legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code, § 54950 *et seq.*), so that any member of the public may attend, participate, and watch the City Council and other City legislative bodies conduct their business.

(C) Pursuant to Chapter 165 of the Statutes of 2021 (Assembly Bill 361) legislative bodies of local agencies may hold public meetings via teleconferencing pursuant to Government Code Section 54953(e), without complying with the requirements of Government Code Section 54953(b)(3), if the legislative body complies with certain enumerated requirements in any of the following circumstances:

1) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

2) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

3) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(d) The Centers for Disease Control and Prevention continue to advise that COVID-19 spreads more easily indoors than outdoors and that people are more likely to be exposed to COVID-19 when they are closer than six feet apart from others for longer periods of time;

(e) Due to the ongoing COVID-19 pandemic and the need to promote social distancing to reduce the likelihood of exposure to COVID-19, the City Council and all City legislative bodies intend to hold public meetings with an option for members of those bodies and the public to attend by teleconference pursuant to Government Code Section 54953(e) based on the following findings:

1) The declared emergency is still in effect. On March 4, 2020, the Governor declared a State of Emergency in California in response to the COVID-19 pandemic (the “Emergency”). On March 20, 2020, the City Council adopted Resolution No. 2020-10 declaring a Local Emergency related to the COVID-19 Pandemic, which Local Emergency has been reaffirmed since that time, including the adoption of Resolution No. 2022-07 on January 20, 2022.

2) California State Department of Public Health and Riverside County have each recommended measures to promote social distancing. Thus, the California Division of Occupational Safety and Health still requires that employers provide training on the effectiveness of physical distancing in the workplace. Additionally, the Riverside County Department of Public Health still encourages people at risk for severe illness or death from COVID-19 to take protective measures such as social distancing and, for those not yet fully vaccinated, to physically distance from others whose vaccination status is unknown. The County Health Department also continues to recommend that employers take steps to support physical distancing.

(f) Staff will also present these findings on a monthly basis thereafter should the above-mentioned conditions continue.

Section 2. The City’s legislative bodies shall continue to hold meetings during the Emergency. The City Council and all of the City’s legislative bodies shall have the option to conduct their meetings pursuant to Government Code Section 54953(e).

Section 3. Staff is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code Section 54953(e) and other applicable provisions of the Brown Act.

Section 4. The City Council will reconsider the above findings within thirty days of adoption of this Resolution.

Section 5. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED, by the City Council of the City of Jurupa Valley
on this 20th day of January 2022.

Chris 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. 2022-08 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 20th day of January 2022 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 20th day of January 2022.

Victoria Wasko, City Clerk
City of Jurupa Valley

City of Jurupa Valley

STAFF REPORT

DATE: JANUARY 20, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

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

SUBJECT: AGENDA ITEM NO. 17.E

AUTHORIZING THE TRANSITION OF THE CITY'S DEFINED CONTRIBUTION PLAN FOR ELIGIBLE EMPLOYEES FROM PUBLIC AGENCY RETIREMENT SERVICES (PARS) TO THE MISSIONSQUARE/ICMA RETIREMENT CORPORATION GOVERNMENTAL PROFIT-SHARING PLAN & TRUST

RECOMMENDATION

- 1) That the City Council adopt Resolution No. 2022-09, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CA AUTHORIZING THE TRANSITION OF THE CITY'S DEFINED CONTRIBUTION PLAN FOR ELIGIBLE EMPLOYEES FROM PUBLIC AGENCY RETIREMENT SERVICES (PARS) TO THE ICMA RETIREMENT CORPORATION GOVERNMENTAL PROFIT-SHARING PLAN & TRUST

BACKGROUND

As the City of Jurupa Valley continues to hire full time staff in lieu of contracted employees for a number of positions, it has led to the necessity for the City Council to consider salaries and benefits commensurate with the regional market for public employees. One of the major benefits to consider is ensuring our retirement program is competitive to recruit and retain quality employees.

In August 2015, the City Council decided to pursue a defined contribution program offered by Public Agency Retirement Services (PARS), which on behalf of the employee the City contribution is 7% for Full Time and 7.5% for Part Time eligible employees.

Although the partnership with PARS Defined Contribution Plan has commendable, the City Manager authorized Shuster Advisory Consultant Group, LLC to market other retirement plans for review. As a result, eligible plan participants will receive an improved interest rate for the new 401 (A) plan with MissionSquare/ICMA-RC. See Exhibit 1.

Effective March 1, 2022 or shortly thereafter, the City will continue, on behalf of each eligible employee, a contribution of 7% for Full Time and 7.5% for Part Time eligible employees in the MissionSquare/ICMA-RC 401 (A) Plan. No employee contributions will be required. However, the employee has the option of contribution a percentage of salary should they choose to do so in the 401 (A). Once the employee makes this election, it is irrevocable as with the previous PARS plan.

MissionSquare is also the record-keeper for the City's 457 (b) Retirement Plan. This plan will continue with improved fees should employees also choose to participate up to the maximum limits allowed by the IRS regulations.

Staff has attached the administrative service agreement (ASA) between the City and MissionSquare/ICMA for plan services. Upon approval of the attached resolution, the City Manager, as Plan Administrator will finalize and execute the necessary documents.

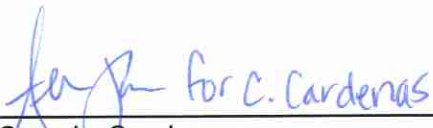
FINANCIAL IMPACT

The proposed MissionSquare/ICMA-RAC retirement plan will not increase the City's current 7% contribution on behalf of eligible employees as initially approved by Council in August of 2015. This percentage can be amended up or down as desired by Council.

ALTERNATIVES

Reject or amend the agreement with MissionSquare.

Prepared by:



Connie Cardenas
Administrative Services Director

Submitted by:



Rod B. Butler
City Manager

Reviewed by:



Michael Flad
Assistant City Manager

Attachments:

1. Plan Improvement Summary Sheet completed by Shuster Advisory Consultant Group, LLC
2. Resolution authorizing MissionSquare/ICMA-RC Agreement
3. MissionSquare/ICMA-RC Agreement for Administrative Services



City of Jurupa Valley 457(b) and 401(a) Plan Improvements

1. Recordkeeping cost reduction
 - a. Reduction of 86% for 457(b) Plan
 - b. Reduction of 79% for 401(a) Plan
2. Overall cost reduction (including Shuster advisory fee)
 - a. Reduction of 42% for 457(b) Plan
 - b. Reduction of 33% for 401(a) Plan
3. Fee transparency for sponsors and participants
4. Shuster investment fiduciary, consulting, and negotiation services

457(b) Plan	Current: MissionSquare		Shuster: MissionSquare	
Weighted Fees - All Assets	%	\$	%	\$
Fund Management Fees (Fund Expense minus Rev. Share)	0.26%	\$1,833	0.10%	\$704
Record-Keeping Revenue Embedded in Investments	1.04%	\$7,328	0.00%	\$0
Record Keeping & Administration	0.00%	\$0	0.15%	\$1,057
Consultant/Advisor Fee	0.00%	\$0	0.50%	\$3,500
457(b) Plan Total	1.30%	\$9,161	0.75%	\$5,261

401(a) REP with PARS	Current: PARS/John Hancock		Shuster: MissionSquare	
Estimated Costs - All Assets	%	\$	%	\$
Fund Management Fees (Fund Expense minus Rev. Share) ¹	0.39%	\$5,070	0.10%	\$1,299
PARS Fee	0.32%	\$4,173	N/A	N/A
John Hancock Record Keeping Cost	0.30%	\$3,900	0.15%	\$1,950
John Hancock Additional Administrative Services Cost	0.05%	\$650	N/A	N/A
Plan Exp. Red. Acct. (excess is returned to parts at EOY)	0.06%	\$780	N/A	N/A
Consultant/Advisor Fee	0.00%	\$0	0.50%	\$6,500
401(a) Plan Total	1.12%	\$14,573	0.75%	\$9,749

5. Increase in stable value crediting rate
6. Revenue sharing eliminated – All participants treated/charged equally
7. Enhanced investment menu
 - a. Comprehensive
 - b. Institutional mutual fund share classes
 - c. High quality
 - d. Additional asset classes
 - i. Addition of low-cost index options
 - ii. Expanded international investments
 - iii. Expanded Specialty Funds (Healthcare, Technologies, Utilities)

Investment Quality Improvement for 457(b) Plan			
Investment Menu	RPAG Score (0-10, 10 is best)¹	Fi360 Score (100-0, 0 is best)¹	Morningstar Rating (1-5, 5 is best)¹
Current	7.2	50.0	2.9
Shuster	8.6	10.2	4.0

1 – The Fund expense for the John Hancock menu is a simple average fund expense as investment allocation was not provided.

2 - RPAG scores are as of 9/30/2021. Fi360 and Morningstar ratings are as of 10/31/2021. Morningstar ratings are 5-year unless unavailable then longest year available rating used. RPAG scores are based on a 0-10 scale (10 is best), Fi360 scores are based on a 100-0 scale (0 is best), Morningstar ratings are based on a 1-5 scale (5 is best).

RESOLUTION NO. 2022-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AUTHORIZING THE TRANSITION OF THE CITY'S DEFINED CONTRIBUTION PLAN FOR ELIGIBLE EMPLOYEES FROM PUBLIC AGENCY RETIREMENT SERVICES (PARS) TO THE MISSIONSQUARE/ICMA RETIREMENT CORPORATION GOVERNMENTAL PROFIT-SHARING PLAN & TRUST

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the City currently participates in the City of Jurupa PARS Defined Contribution Plan, effective October 1, 2015; and

WHEREAS, the City has selected MissionSquare (formerly ICMA-RC) as the new provider and wishes to terminate all services, administration, and investment contracts of Public Agency Retirement Services (PARS) as Trust Administrator, U.S. Bank, N.A. as Trustee, and John Hancock Retirement Services as Custodian/Record Keeper; and

WHEREAS, the Employer desires that its profit-sharing retirement plan be administered by MissionSquare/ICMA-RC and that the funds held in such plan be invested in VantageTrust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans:

NOW THEREFORE BE IT RESOLVED that the Employer hereby restates and establishes a profit-sharing retirement plan (the "Plan") in the form of The MissionSquare/ICMA Retirement Corporation Governmental Profit-Sharing Plan & Trust, pursuant to the specific provisions of the Adoption Agreement; and

The Plan shall be maintained for the exclusive benefit of eligible employees and their beneficiaries; and

BE IT FURTHER RESOLVED that the Employer hereby adopts the Declaration of Trust of VantageTrust, intending this adoption to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in VantageTrust; and

BE IT FURTHER RESOLVED that the Employer hereby agrees to serve as trustee under the Plan and to invest funds held under the Plan in VantageTrust; and

BE IT FURTHER RESOLVED that the City Manager is the Plan Administrator and the Human Resources and Risk/Safety Manager is the Coordinator for the Plan; and shall receive reports, and notices, etc., from MissionSquare/ICMA Retirement Corporation or VantageTrust; shall cast, on behalf of the Employer, any required votes under VantageTrust; may delegate any administrative duties

relating to the Plan to appropriate departments; and

BE IT FURTHER RESOLVED that the Employer hereby authorizes the City Manager and Human Resources & Risk/Safety Manager to execute all necessary agreements with ICMA Retirement Corporation incidental to the administration of the Plan; and

BE IT FURTHER RESOLVED that the City of Jurupa Valley PARS Defined Contribution Plan is hereby replaced with the City of Jurupa Valley 401(a) Defined Contribution Plan administered by MissionSquare effective March 2, 2022; and

BE IT FURTHER RESOLVED that Council hereby authorizes the liquidation of Plan assets on February 28, 2022, and the transfer of assets to MissionSquare/VantageTrust, on or around March 2, 2022; and

BE IT FURTHER RESOLVED that upon the complete and successful transfer of all assets to MissionSquare/VantageTrust, PARS is hereby removed as Trust Administrator, U.S. Bank, N.A. is hereby removed as Trustee, and John Hancock Retirement Services is hereby removed as Custodian/Record Keeper of the City of Jurupa Valley PARS 401(a) Defined Contribution Plan and any accounts and agreements associated with the Trust Administrator, Trustee, and Custodian/Recordkeeper shall be terminated.

PASSED, APPROVED and ADOPTED, by the City Council of the City of Jurupa Valley on this 20th day of January 2022.

Chris 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. 2022-09 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 20th day of January 2022 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 20th day of January 2022.

Victoria Wasko, City Clerk
City of Jurupa Valley

ADMINISTRATIVE SERVICES AGREEMENT

for

City of Jurupa Valley

Type: 457

Account #: 307290

Type: 401

Account #: 100284

MissionSquare
RETIREMENT

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, (please enter date) _____, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of Jurupa Valley** ("Employer"), a n **Entity** organized and existing under the laws of the State of **California** with an office at **8930 Limonite Avenue , Jurupa Valley , California 92509** .

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81 -100, 1981 -1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Funds' principal disclosure documents, the Disclosure Memorandum and the Fact Sheets (together, "MSQ Disclosures") ; and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MSQ Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 11, so long as MissionSquare continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than MissionSquare. Employer acknowledges that MissionSquare has agreed to the compensation to be paid to MissionSquare under this Agreement in the expectation that MissionSquare will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of MissionSquare at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is

furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports, statements and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to MissionSquare through electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to MissionSquare timely fund investment updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

5. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.
- (b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c)(i) MissionSquare shall maintain and administer the 457(b) Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that MissionSquare shall not be responsible for the eligible status of the 457(b) Plan in the event that the Employer directs MissionSquare to administer the 457(b) Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the 457(b) Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, MissionSquare shall not be

responsible for the eligible status of the 457(b) Plan to the extent affected by terms in the Employer's plan document that differ from those in MissionSquare's model plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 457(b) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

- (c)(ii) MissionSquare shall maintain and administer the 401(a) Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law; provided, however, MissionSquare shall not be responsible for the qualified status of the 401(a) Plan in the event that the Employer directs MissionSquare to administer the 401(a) Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the 401(a) Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of MissionSquare's model plan document, MissionSquare shall not be responsible for the qualified status of the 401(a) Plan to the extent affected by the differing terms in the Employer's plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 401(a) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

6. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the

direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the “Plan Administrator” nor “Plan Sponsor” as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a “fiduciary” of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.

- (c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan’s investment options. Employer shall have exclusive responsibility for the Plan’s investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the MissionSquare Retirement Income Advantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the MSQ Disclosures and that it has read the information therein concerning the MissionSquare Retirement Income Advantage Fund.
- (d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

7. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings

involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

8. Compensation and Payment

- (a) **Participant Fees.** Plan participant accounts shall be assessed an asset-based fee to cover the costs of record -keeping and other services provided by MissionSquare, and other costs associated with the Plans as directed by the Employer. The Employer shall work with MissionSquare to determine the appropriate amount of the gross asset-based fee to be charged to participant accounts, which may be increased or decreased from time to time at the direction of the Employer. At the inception of this Agreement the participant fee shall be **0.15%**.
- (b) **Revenue Requirement.** MissionSquare shall receive total annual aggregate revenue of **0.15%** of Plan assets under MissionSquare's administration for providing recordkeeping and other services to the Plans. Such revenue shall be deducted by MissionSquare from amounts collected through the application of the asset -based fee described in section 8(a) prior to allocation of any participant level asset-based fees to the Administrative Allowance Account described in section 8(c) below.
- (c) **Administrative Allowance Account.** Amounts collected through the application of the asset -based fee described in section 8(a) above in excess of the Revenue Requirement specified in subsection 8(b) above, if any, shall be held in an Administrative Allowance Account for each Plan (that is maintained as a Plan asset by MissionSquare). Employer understands that the Plan administrative allowance is to be used only to pay for reasonable plan administrative expenses of the Plan or allocated to Plan participants at the instruction of the Employer.

Employer directs MissionSquare to pay the Plan's consultant fee as follows:

Fee Amount	\$10,000 per year, invoiced monthly and spread pro -rata across participant accounts in plan 302021, and plan 100284 , and any future plans added for Employer
Payee	Shuster Advisory Group, LLC
Frequency	Monthly, in arrears, to be paid within 30 days after the end of the month

The payment will be made only from the above-referenced Plan's Administrative Allowance Account. Should the amount in the Plan's Administrative Allowance Account be insufficient to cover the fee due, MissionSquare will seek written instruction from the Plan or Plan Sponsor as to the amount to pay the consultant. For processing purposes, the consultant may submit an invoice to MissionSquare for payment of the fee; provided, however, that MissionSquare will pay the consultant only as set forth above. The consultant shall have no authority to calculate the fee amount, change the frequency of the payment, or change the payee.

Employer acknowledges and agrees that, for the purposes of these payments, MissionSquare is acting as the agent of the Plan. Employer also acknowledges that in following its direction MissionSquare is not exercising any discretion regarding whether the above fee payment is an appropriate or reasonable use of Plan funds. Accordingly, Employer agrees to hold MissionSquare harmless from adverse consequences that may result from making such payments.

- (d) **Revenue Received from Investment Options.** Neither MissionSquare nor the Employer shall retain recordkeeping revenue received directly from investment options made available under the Plan. MissionSquare shall be compensated from fees collected from participant accounts through the application of the asset-based fee described in section 8(a) above. In the event that any Plan investment options do generate revenue from plan investments, MissionSquare shall, as directed by the Employer, credit any and all revenue back to those participant accounts invested in the option in question.

- (e) **Compensation for Management Services to Vantage eTrust, Compensation for Advisory and other Services to the VT III**

Vantagepoint Funds and Payments from Third -Party Mutual Funds. Employer acknowledges that, in addition to amounts payable under this Agreement, MissionSquare receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third -party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third -party mutual fund families or their service providers in the form of 12b -1 fees, service fees, compensation for sub -accounting and other services provided based on assets in the underlying third -party mutual fund. These fees are described in the VT Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line -up for the Plan, MissionSquare receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.

- (f) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the VT Disclosures.
- (g) **Payment Procedures.** All payments to MissionSquare pursuant to this Section 8 shall be made from Plan assets held by VantageTrust or received from third -party mutual funds or their service providers in connection with Plan assets invested in such third -party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 8 directly, any amounts unpaid and

outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 8 are contingent upon the Employer's use of MissionSquare's plan sponsor website for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement. The compensation in this Section 8 is also based on the assets of the Plan being invested in R10 shares of MissionSquare PLUS Fund and the Employer offering the MissionSquare PLUS Fund as the sole stable value option.

The compensation and payment set forth in this Section 8 are further contingent upon the transfer of all assets of the Plan(s) from the prior recordkeeper for the Plan(s) to MissionSquare's administration in the approximate amount of **\$1.3 million**. Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that there is a material difference between the assets and/or participants transferred to MissionSquare and the information provided from the Employer pursuant to the Request for Proposal.

The compensation and payment in this Section 8 will take effect the month the prior recordkeeper assets transfer or the month of which a fund lineup change is implemented and the receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement.

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that neither (i) trade via NSCC nor (ii) meet MissionSquare's daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

9. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by MissionSquare and are not to be remitted to MissionSquare. In the event that any check or wire transfer is incorrectly labeled or transferred to MissionSquare, MissionSquare may return it to Employer with proper instructions.

10. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

11. Term

The term of this Agreement will extend **three (3) years** from the date of completion and reconciliation of the transition of assets of the Plan from the prior record keeper to MissionSquare. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. Notwithstanding the forgoing, the Employer may terminate this Agreement at any time upon 60 days written notice to MissionSquare. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust, as an investment option in its investment line -up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

12. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) MissionSquare may modify this Agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification.

- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

13. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

MissionSquare : Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002 -4240
Facsimile ; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

14. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

15. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

16. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **California**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF JURUPA VALLEY

By _____
Signature/Date

By _____
Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION
doing business as MISSIONSQUARE
RETIREMENT**

By _____
Erica McFarquhar
Authorized Representative

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Via DocuSign
- (b) Electronically to ClientContracts_ICMA -RC@icmarc.org

Exhibit A

Administrative Services

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website .
- (b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account .
- (f) Provision of periodic reports to the Employer through the plan sponsor website . Participants will have access to account information through Participant Services, Voice Response System, the participant website , and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll -free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally available 24 hours a day , seven days a week except during scheduled

maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.

- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
- (k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor web site is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window currently is outlined at <https://ezlink.icmarc.org>.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, MissionSquare will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
- (o) Guided Pathways Advisory Services – MissionSquare's participant advice service, "Fund Advice" may be made available through a third-party vendor on the terms specified on MissionSquare's website.
- (p) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).