



REGULAR MEETING AGENDA OF THE JURUPA VALLEY CITY COUNCIL

Thursday, February 3, 2022

Regular Session: 7:00 p.m.

City Council Chamber

8930 Limonite Avenue, Jurupa Valley, CA 92509

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

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

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

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PRESENTATIONS

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

B. CITY MANAGER'S OFFICE - STAFF INTRODUCTIONS

6. PUBLIC APPEARANCE/COMMENTS

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

7. INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS

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

A. MAYOR CHRIS BARAJAS

- 1. UPDATE ON THE INTERAGENCY COORDINATING COUNCIL MEETING HELD JANUARY 28, 2022**

B. COUNCIL MEMBER LORENA BARAJAS BISBEE

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

C. COUNCIL MEMBER BRIAN BERKSON

- 1. UPDATE ON THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION – WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE MEETING OF JANUARY 24, 2022**
- 2. UPDATE ON THE RIVERSIDE TRANSIT AGENCY BOARD OF DIRECTORS MEETING OF JANUARY 27, 2022**
- 3. UPDATE ON THE METROLINK / SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY MEETING OF JANUARY 28, 2022**

9. CITY MANAGER'S UPDATE

10. APPROVAL OF MINUTES

A. JANUARY 20, 2022 REGULAR MEETING

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

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

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

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

B. CONSIDERATION OF CHECK REGISTER IN THE AMOUNT OF \$951,094.50

Requested Action: That the City Council ratify the check registers dated January 13 and 19, 2022 as well as the payroll registers dated January 7 and 21, 2022.

C. ORDINANCE NO. 2022-01

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

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

D. A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY TO ESTABLISH CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. PS 2021-002 (PUBLIC SAFETY, MONTECITO) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. PS 2021-002 (PUBLIC SAFETY, MONTECITO); GENERALLY LOCATED AT THE SOUTHEAST CORNER OF MISSION BOULEVARD AND AGATE STREET, TR37893

Requested Action: That the City Council adopt Resolution No. 2022-10, entitled:

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY TO ESTABLISH CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. PS 2021-002 (PUBLIC SAFETY, MONTECITO) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. PS 2021-002 (PUBLIC SAFETY, MONTECITO)

E. APPROVAL OF CASH-IN-LIEU OF UNDERGROUNDING FOR UTILITY LINES AND POLES WITHIN, SERVING, AND ALONG THE HUDSON STREET FRONTAGE OF TRACT 37052 LOCATED WEST OF HUDSON BETWEEN 60TH AND 59TH STREETS (APN: 165-100-027)

Requested Action: That the City Council approve the cash-in-lieu of undergrounding for utility lines and poles within, serving, and along the Hudson Street frontage of Tract 37052 in the amount of \$41,580.

F. A RESOLUTION AUTHORIZING THE PURSUIT OF GRANT FUNDING UNDER VARIOUS CALRECYCLE GRANT PROGRAMS AND SUBMITTAL OF APPLICATIONS FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF JURUPA VALLEY IS ELIGIBLE

That the City Council adopt Resolution No. 2022-11, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATIONS FOR ALL CALRECYCLE GRANTS FOR WHICH CITY OF JURUPA VALLEY IS ELIGIBLE

G. AGREEMENT FOR URGENT ROAD REPAIR ON SIERRA AVENUE

Requested Action: That the City Council approve the award of the Agreement for Urgent Road Repair on Sierra Avenue between the City of Jurupa Valley and Hardy and Harper, Inc. and authorize the City Manager to execute the Agreement in substantially the form and format attached to the staff report as approved by the City Attorney.

12. CONSIDERATION OF ANY ITEMS REMOVED FROM THE CONSENT CALENDAR

13. PUBLIC HEARINGS

A. PUBLIC HEARING TO CONSIDER THE THIRD AMENDMENT TO THE AMENDED 2019-2020 CDBG ANNUAL ACTION PLAN ALLOCATING CDBG-CV3 FUNDS

1. Requested Action: That the City Council receive and file the third amendment to the amended 2019-2020 Annual Action Plan.
2. That the City Council adopt Resolution No. 2022-12, entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, ADOPTING THE THIRD AMENDMENT TO THE AMENDED 2019-2020 ANNUAL ACTION PLAN FOR THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

14. COUNCIL BUSINESS

A. AGREEMENT TO CONDUCT A STUDY OF HYBRID PUBLIC SAFETY MODELS WITH CITYGATE ASSOCIATES, LLC

Requested Action: That the City Council approve the Agreement by and between the City of Jurupa Valley and Citygate Associates, LLC for a study of hybrid public safety models for an amount not to exceed \$67,722.00 and authorize the City Manager to execute the Agreement in substantially the form and format attached to the staff report as approved by the City Attorney.

B. APPOINTMENT OF CITY DELEGATE FOR THE 2022 SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) REGIONAL CONFERENCE AND GENERAL ASSEMBLY

That the City Council select a Delegate and Alternate for the SCAG General Assembly meeting on Thursday, May 5, 2022 at the JW Marriott Desert Springs Resort, 74-885 County Club Drive, Palm Desert, CA 92260.

15. CITY ATTORNEY'S REPORT

16. COUNCIL MEMBER REPORTS AND COMMENTS

17. ADJOURNMENT

Adjourn to the Regular Meeting of February 17, 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.

**MINUTES
OF THE REGULAR MEETING
OF THE JURUPA VALLEY CITY COUNCIL
January 20, 2022**

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

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

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

Mayor Chris Barajas called the study session to order at 5:34 p.m. Council Member Brian Berkson was absent.

Council Member Brian Berkson arrived at 5:35 p.m.

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**

Joe Perez, Community Development Director reported that last September, the City Council authorized an agreement to allow RSG, Inc. to conduct a housing in-lieu fee study. Tonight's presentation will summarize the results of that study.

Mark Sawicki, representing RSG, Inc., gave a presentation 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

Mayor Chris Barajas called the regular meeting to order at 7:07 p.m.

4. INVOCATION was given by members of the Buddhist Meditation Center.

5. PLEDGE OF ALLEGIANCE was led by Council Member Brian Berkson.

6. APPROVAL OF AGENDA

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

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

7. PRESENTATIONS

A. PUBLIC WORKS DEPARTMENT - STAFF INTRODUCTIONS

Paul Toor, Public Works Director, introduced the following Public Works employees: Milvia Alas, Custodian; Brandon Baxter, Maintenance Worker; Octavio Duran, Assistant City Engineer; Dave French, Public Works Operations Manager; Joel Jimenez, Public Works Technician; Andrea Mejia, Senior Management Analyst; Gilmar Morales, Field Services Coordinator; Rob Olson, Senior Traffic Management Analyst; and Tracey Torres, Administrative Assistant.

8. PUBLIC APPEARANCE/COMMENTS

Wayne Brown, representing the Riverside County Transportation Commission gave an update on the planned closure on the westbound 91 Freeway from McKinley Street to Main Street in Corona. He noted that due to the forecasted high winds, the closure may be postponed. Further information is available at www.rctc.org

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. COUNCIL MEMBER BRIAN BERKSON

- 1. Council Member Berkson gave an update on the Riverside County Transportation Commission meeting of January 12, 2022.**
- 2. Council Member Berkson gave an update on the Metrolink / Southern California Regional Rail Authority meeting of January 14, 2022.**
- 3. Council Member Berkson gave an update on the Mobile Source Air Pollution Reduction Review Committee meeting of January 20, 2022.**

B. COUNCIL MEMBER GUILLERMO SILVA

- 1. Council Member Silva gave an update on the Northwest Mosquito and Vector Control District meeting of January 20, 2022.**

11. CITY MANAGER'S UPDATE

City Manager Rod Butler reported that the new former fleet services center has been temporarily named the Jurupa Valley Operations Center. He asked for the Council's input if they preferred to choose a different name.

12. SHERIFF'S DEPARTMENT UPDATE

Lieutenant Jason Sexton introduced Deputy Petersen who gave a PowerPoint presentation on the City's Commercial Enforcement Program.

13. APPROVAL OF MINUTES

A. DECEMBER 16, 2021 REGULAR MEETING

A motion was made by Council Member Lorena Barajas Bisbee, seconded by Council Member Guillermo Silva, to approve the Minutes of the December 16, 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. 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
4. 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
5. 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
6. 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.

A motion was made by Council Member Guillermo Silva, seconded by Council Member Brian Berkson, 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

The following item was taken out of order:

17. COUNCIL BUSINESS

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

Staff report presented by City Clerk Victoria Wasko.

Mayor Chris Barajas invited Robert Mac Millan and Rick Lin to address the Council.

Following the applicant presentations, a motion was made by Council Member Lorena Barajas Bisbee, seconded by Council Member Brian Berkson, to nominate Andrew Mac Millan to serve on the Community Development Advisory Committee for a term expiring on March 21, 2023.

Mayor Chris Barajas invited Mr. Lin to contact him to discuss other opportunities where Mr. Lin could serve the City.

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

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

Staff report presented by Lyn Gruber, Koppel & Gruber Public Finance.

Mayor Chris Barajas opened the public hearing.

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

A motion was made by Mayor Pro Tem Leslie Altamirano, seconded by Council Member Guillermo Silva, to 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

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

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

Staff report presented by Jim Pechous, Principal Planner.

Mayor Chris Barajas opened the public hearing.

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

Further discussion followed.

A motion was made by Council Member Lorena Barajas Bisbee, seconded by Mayor Pro Tem Leslie Altamirano, to introduce Ordinance No. 2022-01, as amended per the changes described by Community Development Director Joe Perez:

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

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

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)

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

Mayor Chris Barajas opened the public hearing.

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

At the request of the Mayor, the City Clerk reported that two owners cast one electronic ballot and all votes cast were in favor of the proposed assessment.

A motion was made by Mayor Pro Tem Leslie Altamirano, seconded by Council Member Lorena Barajas Bisbee, to 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

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

17. COUNCIL BUSINESS

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)

Staff report presented by Dianne Guevara, Deputy Director of Community Development.

Further discussion followed.

A motion was made by Mayor Pro Tem Leslie Altamirano, seconded by Council Member Lorena Barajas Bisbee, to 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)

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

Noes: None

Absent: None

- 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**

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

City Attorney Peter Thorson advised that Paula Gutierrez Baeza and Tilden Kim from his office are the attorneys who negotiated and prepared the subject easement and they are available in the audience in case the Council has any questions.

Betty Anderson stated that this “has been a long time coming” as the first time she heard about the project was back in 2006. She provided a history of how residents, city staff, and elected officials fought the Riverside Transmission Reliability

Project, which was a true “David vs Goliath” effort. She urged the City Council to be careful as to what types of development they allow in the city.

Rick Bondar asked for clarification as to how the legal description is described in the ordinance.

Mayor Chris Barajas echoed Ms. Anderson’s comments, stating that it has been a very long road. He thanked all the residents that fought for so many years, including the Center for Community Action and Environmental Justice, Rick Bondar and his associates, the City’s legislative representatives, and City Attorneys Peter Thorson, Paula Gutierrez Baeza and Tilden Kim.

Council Member Brian Berkson stated that this “fight has gone on for over a decade”, noting that the City Council was never going to accept this project and decided early on to fight the project. He noted how it began as a grassroots campaign, which began with letters to the California Public Utilities Commission and informing Riverside residents about the project. He thanked all those involved, including the previous City Council for helping the City prevail in its efforts.

Council Member Lorena Barajas Bisbee expressed appreciation to everyone who successfully fought to stop the project.

Further discussion followed.

A motion was made by Mayor Chris Barajas, seconded by Council Member Brian Berkson, to 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)

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

- 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

Staff report presented by City Attorney Peter Thorson.

Further discussion followed.

A motion was made by Mayor Pro Tem Leslie Altamirano, seconded by Council Member Lorena Barajas Bisbee, to adopt Resolution No. 2022-07 and 2022-08, entitled:

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

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

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

- D. 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**

Staff report presented by Connie Cardenas, Administrative Services Director.

Further discussion followed.

A motion was made by Council Member Lorena Barajas Bisbee, seconded by Council Member Guillermo Silva, to 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

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 Brian Berkson thanked the Jurupa Community Services District's Graffiti Abatement crew who gave the iconic Eddy the Mammoth statue, the white glove treatment after it was defaced with gallons of paint.

20. ADJOURNMENT

There being no further business before the City Council, Mayor Chris Barajas adjourned the meeting at 9:45 p.m.

The next meeting of the Jurupa Valley City Council will be held February 3, 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: FEBRUARY 3, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

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

SUBJECT: AGENDA ITEM NO. 11.B

CHECK REGISTERS

RECOMMENDATION

That the City Council ratify the check registers dated January 13 and 19, 2022 as well as the payroll registers dated January 7 and 21, 2022.

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 Statements, with purchase details, is attached herewith.

OTHER INFORMATION

None.

FINANCIAL IMPACT

Check registers:

01/13/22	\$	418,868.77
01/19/22	\$	65,819.58

Payroll registers:

01/07/22 \$ 256,004.32

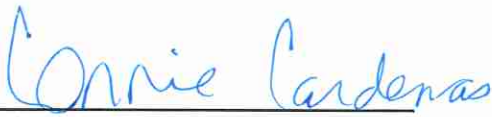
01/21/22 \$ 210,401.83

TOTAL \$ 951,094.50

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 January 13 and 19, 2022.
2. Payroll registers dated January 7 and 21, 2022.

Bank : chase CHASE BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16216	1/13/2022	00406	AT&T MOBILITY	316228695	12/26/2021 DEC 2021 INTERNET JVOC-5;	58.85	
	Voucher:		316229348	12/26/2021	DEC 2021 INTERNET JVOC-5;	58.85	117.70
16217	1/13/2022	00196	CIVIC SOLUTIONS, INC	120721	12/7/2021 NOV 2021 PROF SVCS.	85,770.00	85,770.00
	Voucher:						
16218	1/13/2022	00836	DE LAGE LANDEN FINANCIAL	74889202	12/25/2021 DEC 2021 COPIER LEASE	1,422.86	1,422.86
	Voucher:						
16219	1/13/2022	02987	DOCUSIGN, INC.	INV29589856	11/30/2021 11/30/21-11/29/22 PREMIER SI	2,208.00	2,208.00
	Voucher:						
16220	1/13/2022	00015	EDISON - SOUTHERN CALIFO	700575534083	1/3/2022 PUMP STATION ELECTRIC	99.28	
	Voucher:		700575417683	1/3/2022	PUMP STATION ELECTRIC	52.32	
			700575357463	1/3/2022	PUMP STATION ELECTRIC	43.10	
			700576371418	1/3/2022	STREET LIGHT ELECTRIC	22.12	
			700576159331	1/3/2022	PUMP STATION ELECTRIC	20.53	
			700575315532	1/3/2022	PUMP STATION ELECTRIC	20.24	
			700340926752	1/3/2022	LLMD ELECTRIC CHARGES	20.11	
			700575241669	1/3/2022	IRR ELECTRICAL CHARGES	19.06	
			700575262584	1/3/2022	IRR ELECTRICAL CHARGES	19.06	
			700565103351	1/3/2022	PUMP STATION ELECTRIC	19.06	
			700576440833	1/3/2022	STREET LIGHT ELECTRIC	19.06	
			700576362324	1/3/2022	PUMP STATION ELECTRIC	19.06	
			700575163261	1/3/2022	IRR ELECTRICAL CHARGES	18.89	
			700575195593	1/3/2022	STREET LIGHT ELECTRIC	18.89	
			700576040204	1/3/2022	STREET LIGHT ELECTRIC	18.89	
			700575172153	1/3/2022	IRR ELECTRICAL CHARGES	18.75	
			700576402538	1/3/2022	PUMP STATION ELECTRIC	18.57	466.99

Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16221	1/13/2022	00015	EDISON - SOUTHERN CALIF	600001004463	1/3/2022	TRAFFIC SIGNAL ELECTRIC	8,516.60
	Voucher:		700617789509	1/3/2022	CFD 2013-001 STREET LIGHT	1,885.63	
			700381004324	1/3/2022	LMD STREET LIGHT ELECTRI	1,189.27	
			700133835691	1/3/2022	CFD 14-002 STREET LIGHT E	663.26	
			700186227314	1/3/2022	STREET LIGHT ELECTRIC	332.11	
			700396738936	1/3/2022	LMD STREET LIGHT ELECTRI	257.13	
			700390998556	1/3/2022	LMD STREET LIGHT ELECTRI	142.61	
			700404491458	1/3/2022	LMD STREET LIGHT ELECTRI	134.99	
			700399867790	1/3/2022	LMD STREET LIGHT ELECTRI	118.63	
			700393730724	1/3/2022	LMD STREET LIGHT ELECTRI	95.28	
			700347917422	1/3/2022	CFD STREET LIGHT ELECTRI	63.04	
			700032972768	1/3/2022	CFD STREET LIGHT ELECTRI	63.04	
			700395461061	1/3/2022	LMD STREET LIGHT ELECTRI	47.99	
			700398319430	1/3/2022	LMD STREET LIGHT ELECTRI	47.99	
			700404180856	1/3/2022	LMD STREET LIGHT ELECTRI	47.99	
			700404381223	1/3/2022	LMD STREET LIGHT ELECTRI	47.99	
			700406000921	1/3/2022	LMD STREET LIGHT ELECTRI	31.60	
			700385257772	1/3/2022	LMD STREET LIGHT ELECTRI	23.99	
			700398120982	1/3/2022	LMD STREET LIGHT ELECTRI	23.99	
			700407261012	1/3/2022	LMD STREET LIGHT ELECTRI	23.99	
			700336117875	1/3/2022	CFD STREET LIGHT ELECTRI	23.99	
			700342882718	1/3/2022	LLMD ELECTRIC CHARGES	21.38	
			700423128693	1/3/2022	CFD IRR ELECTRICAL CHARC	20.85	
			700109521734	1/3/2022	CFD STREET LIGHT ELECTRI	19.38	
			700509164663	1/3/2022	CFD STREET LIGHT ELECTRI	19.04	
			700386701557	1/3/2022	LMD STREET LIGHT ELECTRI	15.71	13,877.47

Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16222	1/13/2022	00015	EDISON - SOUTHERN CALIFO	700094115003	1/6/2022	CFD TRAFFIC SIGNAL ELECT	96.69
	Voucher:		700197919854	1/6/2022	STREET LIGHT ELECTRIC (H,	85.75	
			700094412669	1/6/2022	TRAFFIC SIGNAL CHARGES	84.50	
			700316140626	1/6/2022	STREET LIGHT ELECTRIC	77.23	
			700324745536	1/6/2022	SIGNAL LIGHT ELECTRIC CH,	73.62	
			700567128732	1/6/2022	STREET LIGHT ELECTRIC	68.32	
			700564966945	1/6/2022	STREET LIGHT ELECTRIC	46.60	
			700427459341	1/6/2022	SIGNAL LIGHT ELECTRIC CH,	25.85	
			700557791066	1/6/2022	STREET LIGHT ELECTRIC	23.43	
			700634177556	1/6/2022	STREET LIGHT ELECTRIC	19.82	
			700574030785	1/6/2022	STREET LIGHT ELECTRIC	18.62	
			700075482212	1/6/2022	SHOPS @ BELLEGRAVE CFD	18.28	
			700575084651	1/6/2022	STREET LIGHT ELECTRIC	17.96	
			700575118704	1/6/2022	STREET LIGHT ELECTRIC	17.96	
			700573969050	1/6/2022	PUMP STATION ELECTRIC	17.96	
			700573959249	1/6/2022	PUMP STATION ELECTRIC	17.79	
			700573994413	1/6/2022	PUMP STATION ELECTRIC	17.79	
			700575153157	1/6/2022	STREET LIGHT ELECTRIC	16.81	
			700199054653	1/6/2022	STREET LIGHT ELECTRIC (H,	16.73	761.71

Bank : chase CHASE BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
16223	1/13/2022	00015	EDISON - SOUTHERN CALIF	700386851202	1/3/2022	STREET LIGHT ELECTRIC	6,449.33	
	Voucher:		700615190010	1/3/2022	CFD 2014-001 LIGHT ELECTR	737.73		
			700182611739	1/3/2022	STREET LIGHT ELECTRIC	593.81		
			700253324638	1/3/2022	CFD 2013-001 STREET LIGHT	189.28		
			700382170546	1/3/2022	CFD PED/IRR ELECTRICAL C	142.73		
			700023315511	1/3/2022	STREET LIGHT ELECTRIC	135.50		
			700133734550	1/3/2022	CFD 2013-001 STREET LIGHT	119.78		
			700259898511	1/3/2022	CFD STREET LIGHT ELECTRI	116.96		
			700525999116	1/3/2022	STREET LIGHT ELECTRIC	94.63		
			700352590495	1/3/2022	CFD14-001 STREET LIGHT EL	94.63		
			700697014156	1/3/2022	CFD STREET LIGHT ELECTRI	94.46		
			700696987682	1/3/2022	CFD STREET LIGHT ELECTRI	91.56		
			700374434693	1/3/2022	CFD STREET LIGHT ELECTRI	90.67		
			700329171665	1/3/2022	STREET LIGHT ELECTRIC	78.91		
			700185117975	1/3/2022	CFD STREET LIGHT ELECTRI	68.92		
			700696986672	1/3/2022	CFD STREET LIGHT ELECTRI	57.26		
			700696978588	1/3/2022	CFD STREET LIGHT ELECTRI	47.23		
			700316482752	1/3/2022	PUMP STATION ELECTRIC	46.75		
			700078039170	1/3/2022	STREET LIGHT ELECTRIC	31.60		
			700696987884	1/3/2022	CFD STREET LIGHT ELECTRI	31.54		
			700696978184	1/3/2022	CFD STREET LIGHT ELECTRI	31.54		
			700573948135	1/3/2022	PUMP STATION ELECTRIC	17.79		
			700563513864	1/3/2022	STREET LIGHT ELECTRIC	15.71		9,378.32
16224	1/13/2022	02180	EMPIRE GROUP OF COMPANI	60122	12/28/2021	BUSINESS CARDS - BLDG, FI	288.19	288.19
	Voucher:							
16225	1/13/2022	02010	EPIC LAND SOLUTIONS, INC.	1121-0892	12/16/2021	VAN BUREN WIDENING-NOVI	940.00	940.00
	Voucher:							
16226	1/13/2022	01278	FAIR HOUSING CNCL OF RIVER	#06	1/5/2022	DEC 2021 LANDLORD/TENAN	2,546.62	2,546.62
	Voucher:							
16227	1/13/2022	00033	HR GREEN	149041	12/20/2021	NOV 2021 PROF SERVICES	208,986.64	208,986.64
	Voucher:							
16228	1/13/2022	01690	INDUSTRIAL FIRE PROTECTIO	EE05620	11/24/2021	FIRE EXTINGUISHERS MAINT	296.90	296.90
	Voucher:							
16229	1/13/2022	00679	JURUPA AREA PARK AND REC	18	1/5/2022	DEC 2021 MGMT SVCS FOR E	14,704.53	14,704.53
	Voucher:							

Bank : chase CHASE BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
16230	1/13/2022	00199	JURUPA COMMUNITY SERVICE	23875-003	1/5/2022	JCSD WATER CHARGES	400.56	
	Voucher:		40163-003	1/5/2022	IRR WATER CHARGES	310.82		
			23829-003	1/5/2022	JCSD WATER CHARGES	273.36		
			23828-003	1/5/2022	JCSD WATER CHARGES	260.64		
			25472-003	1/5/2022	JCSD WATER CHARGES	215.74		
			23342-003	1/5/2022	JCSD WATER CHARGES	206.94		
			21933-002	1/5/2022	JCSD WATER CHARGES	168.78		
			23343-002	1/5/2022	JCSD WATER CHARGES	160.30		
			28035-003	1/5/2022	9801 FAIRFOR (IRR)	100.94		2,098.08
16231	1/13/2022	01369	MCE CORPORATION	2111012	12/1/2021	NOV 2021-PRE-EMERGENT A	4,579.60	
	Voucher:		2111007	12/1/2021	NOV 2021 VARIOUS CALL OU	3,657.58		
			2111009	12/1/2021	NOV 2021-CLEAN UP STORM	2,718.65		10,955.83
16232	1/13/2022	00887	MEDINA PLUMBING & ROOTE	658	12/13/2021	CABLED & CLEARED LINE, NI	390.00	
	Voucher:		667	12/15/2021	PLUMBING - CITY HALL REST	325.00		715.00
16233	1/13/2022	02542	MJS ALARM CORPORATION	480938	12/1/2021	NOV & DEC 2021 FIRE ALARM	386.00	386.00
	Voucher:							
16234	1/13/2022	02988	MUNICIPAL DENTAL POOL	010122	1/6/2022	JAN 2022 DELTA DENTAL PPC	1,611.96	1,611.96
	Voucher:							
16235	1/13/2022	02078	PATH OF LIFE MINISTRIES	Claim#5	11/30/2021	NOVEMBER 2021 PSG-HOME	9,002.69	9,002.69
	Voucher:							
16236	1/13/2022	02554	STANDARD INSURANCE COM	010122	12/20/2021	JAN 2022 LIFE INSURANCE P	953.60	953.60
	Voucher:							
16237	1/13/2022	01032	STATE WATER RES CONTROL	SW-0223106	12/22/2021	10/1/21-09/30/22 ANNUAL PEF	44,169.00	44,169.00
	Voucher:							
16238	1/13/2022	00370	T&B PLANNING, INC	21-8457	12/13/2021	CS19002-NOV 2021 RUBIDOU	6,395.00	6,395.00
	Voucher:							
16239	1/13/2022	00100	THE GAS COMPANY	11992193976	1/5/2022	DEC 2021 GAS SERVICES-CIT	549.56	549.56
	Voucher:							
16240	1/13/2022	01733	UNIFIRST CORPORATION	3251739412	12/6/2021	12/6/21 UNIFORM CLEANING	68.78	
	Voucher:		3251736892	11/29/2021	11/29/21 UNIFORM CLEANING	65.78		
			3251741953	12/13/2021	12/13/21 UNIFORM CLEANING	65.78		
			3251744529	12/20/2021	12/20/21 UNIFORM CLEANING	65.78		266.12
Sub total for CHASE BANK:							418,868.77	

25 checks in this report.

Grand Total All Checks: 418,868.77

Bank : chase CHASE BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16241	1/19/2022	02632	AMERITAS LIFE INSURANCE (V-010122	1/18/2022	JAN 2022 VISION	658.04	658.04
	Voucher:						
16242	1/19/2022	01367	APSCREEN 13707	1/7/2022	EMPLOYMENT BACKGROUN	70.00	70.00
	Voucher:						
16243	1/19/2022	00406	AT&T MOBILITY 9516837238	1/1/2022	JAN 2022 LANDLINE 951-683-	1,384.72	
	Voucher:		9516834011	1/1/2022	JAN 2022 LANDLINE 951-683-	1,384.72	
			317845534	12/19/2021	DEC 2021 FIBER INTERNET II	275.55	3,044.99
16244	1/19/2022	02393	CHARTER COMMUNICATIONS1028733011022	1/10/2022	JAN 2022 BUSINESS TV	59.25	59.25
	Voucher:						
16245	1/19/2022	00078	CITY CLERKS ASSOCIATION 300000820	1/11/2022	MEMBERSHIP CITY CLERK'S	200.00	200.00
	Voucher:						
16246	1/19/2022	02631	DC ELECTRONICS TWO, INC. 223607	1/1/2022	1/1-3/31/22 BURGLAR ALARM	120.00	120.00
	Voucher:						
16247	1/19/2022	00015	EDISON - SOUTHERN CALIFO700316351804	1/10/2022	PUMP STATION ELECTRIC	77.17	
	Voucher:		700134780635	1/10/2022	CFD IRR ELECTRICAL CHARG	19.15	96.32
16248	1/19/2022	00015	EDISON - SOUTHERN CALIFO700372248355	1/13/2022	CITY HALL ELECTRIC CHARG	2,058.22	2,058.22
	Voucher:						
16249	1/19/2022	00890	INTELESYS ONE 100801	1/18/2022	MITEL IP6930 PHONES	2,262.03	2,262.03
	Voucher:						
16250	1/19/2022	02703	JRC HOUSING, INC. 000355	1/12/2022	HOME REHAB GRANT - CLIE	10,000.00	10,000.00
	Voucher:						

Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
16251	1/19/2022	00199	JURUPA COMMUNITY SERVICE	40264-002	1/12/2022	LLMD WATER CHARGES	465.90
	Voucher:		41884-002	1/12/2022	CFD WATER CHARGES	340.50	
			43864-002	1/12/2022	CFD IRR WATER CHARGES	285.70	
			40893-002	1/12/2022	CFD WATER CHARGES	226.02	
			43055-002	1/12/2022	LLMD WATER CHARGES	181.82	
			40164-002	1/12/2022	IRR WATER CHARGES	178.98	
			43927-003	1/12/2022	CFD WATER CHARGES	177.96	
			41885-002	1/12/2022	CFD WATER CHARGES	177.96	
			43868-002	1/12/2022	CFD IRR WATER CHARGES	168.10	
			43074-002	1/12/2022	CFD WATER CHARGES	161.58	
			43381-002	1/12/2022	LLMD WATER CHARGES	139.42	
			40265-002	1/12/2022	LLMD WATER CHARGES	113.98	
			41009-002	1/12/2022	LLMD WATER CHARGES	100.94	
			40895-002	1/12/2022	CFD WATER CHARGES	98.82	
			40916-002	1/12/2022	LLMD WATER CHARGES	90.34	
			21722-002	1/12/2022	LLMD WATER CHARGES	75.38	
			42064-002	1/12/2022	LLMD WATER CHARGES	60.66	
			21845-002	1/12/2022	LLMD WATER CHARGES	54.18	
			21723-002	1/12/2022	LLMD WATER CHARGES	45.70	3,143.94
16252	1/19/2022	02649	KEENAN & ASSOCIATES	020122	1/10/2022	FEB 2022 MEDICAL INSURAN	39,714.14
	Voucher:						39,714.14
16253	1/19/2022	02990	LIBERTY DENTAL PLAN OF CA	0001527161	1/6/2022	JAN & FEB 2022 DENTAL HMC	852.70
	Voucher:						852.70
16254	1/19/2022	02991	LINFOOT, STEPHEN A.	011822	1/18/2022	EXPENSE REIMB-COMMERCI	486.33
	Voucher:						486.33
16255	1/19/2022	01517	OFFICE DEPOT, INC	216605932001	1/6/2022	OFFICE SUPPLIES	104.31
	Voucher:						104.31
16256	1/19/2022	01261	RUBIDOUX COMMUNITY SVC:	15036200-02	1/10/2022	RCSD JV BOXING CLUB WAT	203.50
	Voucher:			15036210-01	1/10/2022	RCSD JV BOXING CLUB IRR	139.59
16257	1/19/2022	00246	STATE OF CALIFORNIA DOJ,	1541169	10/7/2021	JUN 2021 LAB SVCS-SHERIFF	105.00
	Voucher:						105.00
16258	1/19/2022	02349	STERICYCLE, INC.	8000779633	1/18/2022	JAN 2022 RECYCLE	104.95
	Voucher:						104.95
16259	1/19/2022	02380	SWAGIT PRODUCTIONS, LLC	19489	12/31/2021	DEC 2021 VIDEO STREAMING	1,695.00
	Voucher:						1,695.00

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>
16260	1/19/2022	00100	THE GAS COMPANY	03198761169	1/6/2022	DEC 2021 GAS SVCS-JVOC 5	404.11
	Voucher:			15378777237	1/6/2022	DEC 2021 GAS SVCS-JV BOX	239.95
16261	1/19/2022	02057	WEST VALLEY WATER DISTRI	01-045400-01	1/11/2022	DEC 2021 - 1090 HALL	57.21
	Voucher:						

Sub total for CHASE BANK: 65,819.58

21 checks in this report.

Grand Total All Checks: 65,819.58

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 01/12/22: \$256,004.32

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)	256,004.32
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	256,004.32
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	78,388.78
	CASH REQUIRED FOR CHECK DATE 01/12/22	334,393.10

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
01/11/22	JPMORGAN CHASE BANK,	xxxxxx176	Direct Deposit	Net Pay Allocations	188,698.26	188,698.26
				EFT FOR 01/11/22		188,698.26
01/12/22	JPMORGAN CHASE BANK,	xxxxxx176	Taxpay@	Employee Withholdings		
				Medicare	3,763.99	
				Fed Income Tax	30,906.47	
				CA Income Tax	15,649.15	
				CA Disability	2,855.44	
				Total Withholdings	53,175.05	
				Employer Liabilities		
				Medicare	3,763.99	
				CA Unemploy	10,114.16	
				CA Emp Train	252.86	
				Total Liabilities	14,131.01	67,306.06
				EFT FOR 01/12/22		67,306.06
				TOTAL EFT		256,004.32

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>
01/12/22	Refer to your records for account Information		Payroll	Employee Deductions		
				401A Contributions	1,395.14	
				401a EE Pretax	7,958.58	
				457b EE Catch Up	150.00	
				457b EE Pretax	5,700.29	
				EE Post-Tax Other In	2,509.45	
				EE Pretax Other Ins	1,537.04	
				Med FSA EE Pretax	478.06	

CASH REQUIREMENTS**CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 01/26/22: \$210,401.83**

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)	210,401.83
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	210,401.83
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	30,713.84
	CASH REQUIRED FOR CHECK DATE 01/26/22	241,115.67

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
01/25/22	JPMORGAN CHASE BANK,	xxxxxx176	Direct Deposit	Net Pay Allocations	162,689.40	162,689.40
				EFT FOR 01/25/22		162,689.40
01/26/22	JPMORGAN CHASE BANK,	xxxxxx176	Taxpay®	Employee Withholdings		
				Medicare	3,137.86	
				Fed Income Tax	22,030.30	
				CA Income Tax	11,446.33	
				CA Disability	2,380.46	
				Total Withholdings	38,994.95	
				Employer Liabilities		
				Medicare	3,137.86	
				CA Unemploy	5,443.56	
				CA Emp Train	136.06	
				Total Liabilities	8,717.48	47,712.43
				EFT FOR 01/26/22		47,712.43
				TOTAL EFT		210,401.83

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>
01/26/22	Refer to your records for account Information		Payroll	Employee Deductions		
				401A Contributions	1,380.14	
				401a EE Pretax	7,826.71	
				457b EE Catch Up	150.00	
				457b EE Pretax	5,689.04	
				Med FSA EE Pretax	478.06	
				Total Deductions	15,523.95	

[RETURN TO AGENDA](#)

ORDINANCE NO. 2022-01

**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 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 twenty (20) 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. At the discretion of the Public Works and Community Development Directors, shorter distances between driveway cuts on cul-de-sacs can be approved.
- (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, provided however, that for infill development, Public Works and Community Development Directors may approve a longer block length.
 - (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*. For local streets 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. For non-local streets, the minimum parkway width is 15 feet. At the discretion of the Public Works and Community Development Directors parkway widths can be modified.
 - (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. The rear yard setback shall be

landscaped. 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 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 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 duly 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

City of Jurupa Valley

STAFF REPORT

DATE: FEBRUARY 3, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROD BUTLER, CITY MANAGER
BY: PAUL TOOR, PUBLIC WORKS DIRECTOR
SUBJECT: AGENDA ITEM NO. 11.D

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY TO ESTABLISH CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT No. PS 2021-002 (PUBLIC SAFETY, MONTECITO) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT No. PS 2021-002 (PUBLIC SAFETY, MONTECITO); GENERALLY LOCATED AT THE SOUTHEAST CORNER OF MISSION BOULEVARD AND AGATE STREET, TR37893

RECOMMENDATION

- 1) That the City Council adopt Resolution No. 2022-10, entitled:

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY TO ESTABLISH CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT No. PS 2021-002 (PUBLIC SAFETY, MONTECITO) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT No. PS 2021-002 (PUBLIC SAFETY, MONTECITO)

BACKGROUND

The State legislature enacted the Mello-Roos Act of 1982 (the "Act") to assist public agencies in financing certain public services. The developer, Paradise Jurupa, LLC, requested that the City assist them in forming a district for the City to mitigate public safety impacts created by the new developments within the Paradise Knolls Specific Plan area.

The Mello-Roos Community Facilities Act of 1982 (the "Act") authorizes the initiation of the establishment of community facilities districts upon receipt by the City of a petition requesting institution of proceedings by owners of not less than 10% of the area of land

proposed to be included within the district. The City has received the signed petition from the landowners.

The CFD boundary includes the area within a proposed subdivision known as Tentative Tract Map No.37893, Montecito. The subdivision proposes 25 residential lots subject to the assessment, and one lot for water quality purposes that is not subject to CFD assessment. The CFD is comprised of approximately five (5) taxable acres.

The CFD will set up a special tax to generally cover costs associated with providing law enforcement protection services, including but not limited to:

- The costs of contracting services.
- Equipment, vehicles, supplies.
- The salaries and benefits of City staff that directly provide police protection services and other services as defined herein, respectively.
- City overhead costs associated with providing such services within the District.
- Services related thereto, including collection and accumulation of funds to pay for anticipated operating cost shortfalls.

ANALYSIS

Approval of the attached Resolution is required under the Act to levy a special tax and fund certain services. The attached Resolution declares the City Council's intention to form the proposed CFD No. PS 2021-002 (Public Safety, Montecito) and to authorize the levy of a special tax in accordance with the attached Rate and Method of Apportionment of Special Tax. The attached Resolution is the initial step for forming the CFD pursuant to the procedures prescribed by the Act, which include holding a public hearing and submitting the formation of the proposed CFD No. PS 2021-002 to the landowners at special election to be conducted by mailed ballot.

The base year special tax was set in the following amount:

	TAX A
SFR (D/U)	\$220.00
MFR (D/U)	\$180.00
Approved Property	\$100.00

These rates will increase based on the percentage increase in the Consumer Price Index, for Riverside-San Bernardino-Ontario area, with a maximum annual increase of 6% and a minimum annual increase of 2% of the Maximum Special Tax in effect in the previous fiscal year. The owners have filed a petition representing their willingness to move forward.

OTHER INFORMATION

A public hearing on this matter will take place on March 17, 2022 or as soon thereafter and at that time, the Council will hear any testimony concerning the formation and take action to adopt the "Resolution of Formation."

FINANCIAL IMPACT

The individual property owners are responsible for the annual payments of special taxes. The City will work with the County concerning the filing of the annual special tax to the County Auditor-Controller.

The property owners posted a deposit with its application to form the CFD in order to cover City costs incurred in connection with the formation. Approval of this resolution does not in any way commit the City to any financial contribution or liability by the CFD. The City's cost to administer the CFD annually will be reimbursed through the special taxes charged to property owners.

The revenue and expense will be part of the City's FY2022-2023 adopted budget and there are no additional fiscal impacts.

ALTERNATIVES

1. Take no action.
2. Provide staff with further direction.

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

Reviewed by:



Paul Toor
Director of Public Works

Submitted by:



Rod B. Butler
City Manager

Prepared by:



Carolina Fernandez
Assistant Engineer

Reviewed by:



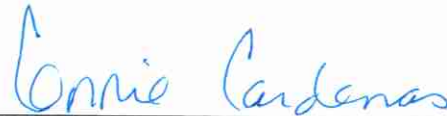
Michael Flad
Assistant City Manager

Approved as to form by:



Peter M. Thorson
City Attorney

Reviewed by:



Connie Cardenas
Director of Administrative Services

Attachments:

- 1) Resolution No. 2022-10
- 2) Rate and Method of Apportionment

RESOLUTION NO. 2022-10

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, TO ESTABLISH CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. PS 2021-002 (PUBLIC SAFETY, MONTECITO) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN CITY OF JURUPA VALLEY COMMUNITY FACILITIES DISTRICT NO. PS 2021-002 (PUBLIC SAFETY, MONTECITO)

RECITALS:

WHEREAS, this City Council (the “City Council”) of the City of Jurupa Valley (the “City”) has received a petition (the “Petition”) requesting the institution of proceedings, which is signed by the owner of the land proposed for inclusion in a proposed community facilities district (the “Owner”) and which meet the requirements of Sections 53318 and 53319 of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Division 2 of Title 5 of the California Government Code (the “Act”); and

WHEREAS, the Act authorizes the City Council to establish a community facilities district and to levy special taxes within that district; and

WHEREAS, in accordance with the request set forth in the Petition, the City Council desires to undertake proceedings to establish a community facilities district pursuant to the Act to finance certain services which are in addition to services currently provided in the territory of the proposed district and are necessary to meet increased demands placed upon the City as a result of the development of such land;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY:

1. Intention. The City Council hereby declares its intention to conduct proceedings for the formation of a community facilities district under the terms of the Act.
2. Name of District. The name of the proposed community facilities district is "City of Jurupa Valley Community Facilities District No. PS 2021-002 (Public Safety, Montecito)" (the "District").
3. Boundaries of District. The exterior boundaries of the District are shown on the map now on file in the office of the City Clerk entitled “Boundary Map - Community Facilities District No. PS 2021-002 (Public Safety, Montecito)” (the “Map”). The Map indicates by a boundary line, the extent of the territory included in the proposed District and shall govern for all details as to the extent of the District. On the original and one copy of the Map, the City Clerk shall endorse the certificate evidencing the date and adoption of this Resolution. The City Clerk shall file the original of the Map in her office and, within fifteen days after the adoption of this Resolution, the City Clerk shall file a copy of the Map so endorsed in the records of the County Recorder, County of Riverside, State of California, and in

any event this Map shall be filed no later than fifteen days before the public hearing specified in Section 6 below.

4. Services. The type of services proposed to be provided within the District and to be financed under the Act shall consist of those set forth on Exhibit "A" (the "Services"), attached hereto and incorporated herein by reference. The Services are in addition to services currently provided in the District and are necessary to meet increased demands placed upon the City as a result of the development occurring in the District.
5. Special Tax.
 - a. Except where funds are otherwise available to pay for the Services, it is the intention of the City Council, commencing Fiscal Year 2022-2023, to levy annually in accordance with procedures contained in the Act a special tax (the "Special Tax") within the District sufficient to pay for the costs thereof, including incidental expenses. The types of incidental expenses proposed to be incurred are set forth in Exhibit "B." The Special Tax will be secured by recordation of a continuing lien against all non-exempt real property in the District and will be collected in the same manner as ordinary ad valorem property taxes are collected, or in such other manner as may be provided by the City Council including, without limitation, direct billing of the affected property owner, and shall be subject to the same penalties, procedure, sale and lien priority in case of delinquency as applicable for ad valorem property taxes. In the first year in which the Special Tax is levied, the levy shall include a sum sufficient to repay to the City all amounts, if any, transferred to the District pursuant to Section 53314 of the Act and interest thereon.
 - b. The proposed Rate and Method of Apportionment of the Special Tax (the "Rate and Method") among parcels of real property in the District, in sufficient detail to allow each resident or landowner within the proposed District to estimate the maximum amount such resident or owner will have to pay, is shown in Exhibit "C," attached hereto and incorporated herein by reference. The City Council hereby determines the Rate and Method set forth in Exhibit "C" to be reasonable.
6. Hearing. A public hearing on the establishment of the District, the extent of the District, the furnishing of Services within the District, and the proposed Rate and Method (the "Hearing") shall be held on March 17, 2022, at 7:00 p.m., or as soon thereafter as practicable, at the chamber of the City Council of the City of Jurupa Valley, 8930 Limonite, Jurupa Valley, California 92509. At the Hearing, any interested person or taxpayer, including all persons owning lands or registered to vote within the proposed District, may appear and be heard.
7. Report. The Staff of the City is directed to study the proposed District and prepare for filing at the Hearing the report required by Section 53321.5 of the Act. The

staff of the City may delegate to consultants of the City the duty to perform the study and prepare the report.

8. Advances. The City may accept advances of funds or work in-kind from any source, including, but not limited to, private persons or private entities, and is authorized and directed to use such funds or that work in-kind for any authorized purpose, including, but not limited to, paying any cost incurred by the City in creating the District. The City may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.
9. Published Notice. The City Clerk is hereby directed to publish a notice of the Hearing ("Notice") pursuant to Section 6061 of the California Government Code in a newspaper of general circulation published in the area of the proposed District. Such Notice shall be substantially in the form specified in Section 53222 of the Act. Publication of the Notice shall be completed at least seven days prior to the date of the Hearing.
10. Mailed Notice. The City Clerk is hereby directed to send a copy of the Notice of the Hearing by first-class mail, postage prepaid, to each registered voter and to each landowner within the proposed District as shown on the last equalized assessment roll. Mailing of the Notice shall be completed at least fifteen days prior to the date of the Hearing.
11. Voting. Should the City Council determine to form the District, a special election will be held within the District to authorize the levy of the Special Tax in accordance with the procedures contained in Section 53326 of the Act. If held, the proposed voting procedure at the election will be a landowner vote with each landowner who is the owner of record of land within the District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the District. Ballots for the special election may be distributed by mail with return postage prepaid or by personal service.
12. Exemptions from Special Tax. Except as may otherwise be provided in Exhibit "C" hereto or by law, all lands owned by any public entity, including the United States, the State of California and/or the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax to be made to cover the costs and expenses of the Services. In addition, reference is hereby made to Exhibit "C" for a description of other lands which shall be omitted from the levy of the Special Tax.
13. Election to Perform Work. Pursuant to 53329.5(c) of the Act, the City Council finds that, in its opinion, the public interest will not be served by allowing property owners in the District to enter into a contract pursuant to Section 53329.5(a)

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, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2022-10 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 3rd day of February 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 3rd day of February, 2022.

Victoria Wasko, City Clerk
City of Jurupa Valley

EXHIBIT "A"

DESCRIPTION OF SERVICES

Authorized Services for the Special Tax shall be the following:

The cost associated with providing law enforcement services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, supplies, (iii) the salaries and benefits of City staff that directly provide law enforcement services, (iv) City overhead costs associated with providing such services within the District, and (v) all other services necessary or useful for, or in connection with, the authorized services listed above, including building a reserve fund for replacement and maintenance and for anticipated operating cost shortfalls.

EXHIBIT "B"

INCIDENTAL EXPENSES

The cost of the Services shall include incidental expenses, including costs associated with formation of the District, determination of the amount of the Special Tax, collection of the Special Tax, payment of the Special Tax, costs incurred in order to carry out the authorized purposes of the District, and the costs of engineering, inspecting, coordinating, completing, planning and designing the Services, including the costs of any environmental evaluations.

The following incidental expenses are examples of those that may be incurred in the formation of the District: engineering services, publishing, mailing and posting of notices, governmental notification and filing costs, Election costs, and charges and fees of the City other than those waived.

The following incidental expenses are examples of those that may be incurred in each annual Special Tax levy: necessary consultant costs, costs of posting and collecting the special taxes, and administrative costs of the City related to each annual Special Tax levy.

EXHIBIT “C”

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

(Please see attached)

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR
COMMUNITY FACILITIES DISTRICT No. PS 2021-002 (PUBLIC SAFETY,
MONTECITO) OF THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

A Special Tax (all capitalized terms are defined in Section A., “Definitions, below) shall be applicable to each Parcel of Taxable Property located within the boundaries of Community Facilities District No. PS 2021-002 (Public Safety, Montecito). The amount of Special Tax to be levied on a Parcel in each Fiscal Year, commencing in Fiscal Year 2022-2023, shall be determined by the City Council of the City of Jurupa Valley, acting in its capacity as the legislative body of the CFD by applying the appropriate Special Tax as set forth in Sections B., C., and D., below. All of the real property within the CFD, unless exempted by law or by the provisions of Section E. below, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Acre or Acreage” means the land area of a Parcel as indicated on the most recent Assessor’s Parcel Map, or if the land area is not shown on the Assessor’s Parcel Map, the land area shown on the applicable Final Map, condominium plan, or other recorded County map or the land area calculated to the reasonable satisfaction of the Administrator using the boundaries set forth on such map or plan. The square footage of a Parcel is equal to the Acreage of such Parcel multiplied by 43,560.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

“Administrative Expenses” means all actual or reasonably estimated costs and expenses of the City that are chargeable or allocable to carry out its duties as the administrator of the CFD as allowed by the Act, which shall include without limitation, all costs and expenses arising out of or resulting from the annual levy and collection of the Special Tax (whether by the City or designee thereof or both), any litigation or appeal involving the CFD, and other administrative expenses of the City or designee thereof, or both, directly related to the CFD. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD for attorney’s fees and other costs related to commencing and pursuing to completion any foreclosure as a result of delinquent Special Taxes.

“Administrator” means an official of the City, or designee thereof, responsible for determining the annual amount of the levy and collection of the Special Taxes.

“Approved Property” means all Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to the January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) that have not been issued a Building Permit prior to the April 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Assessor” means the Assessor of the County.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating Parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means the number assigned to a lot or Parcel for purposes of identification as determined from an Assessor Parcel Map or the applicable assessment roll.

“Base Year” means the Fiscal Year ending June 30, 2023.

“Boundary Map” means a recorded map of the CFD which indicates by a boundary line the extent of the territory identified to be subject to the levy of Special Taxes.

"Building Permit" means the first legal document issued by a local agency giving official permission for new construction. For purposes of this definition, "Building Permit" shall not include any subsequent Building Permits issued or changed after the first issuance.

“CFD” means Community Facilities District No. PS 2021-002 (Public Safety, Montecito) of the City of Jurupa Valley.

“City” means the City of Jurupa Valley, California.

“Consumer Price Index” means the Consumer Price Index published by the U.S. Bureau of Labor Statistic for “All Urban Consumers” in the Riverside-San Bernardino-Ontario Area, measured as of the month of April in the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the Administrator that is reasonably comparable to the Consumer Price Index for the Riverside-San Bernardino-Ontario Area.

“Council” means the City Council of the City acting as the legislative body of the CFD.

“County” means the County of Riverside, California.

“Developed Property” means all Parcels of Taxable Property: (i) that are included in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit for new construction has been issued prior to April 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Dwelling Unit” or “(D/U)” means a residential unit that is used or intended to be used as a domicile by one or more persons, as determined by the Administrator.

“Exempt Property” means any Parcel which is exempt from Special Taxes pursuant to Section E., below.

“Final Map” means a subdivision of property by recordation of an Assessor’s Parcel Map or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) or recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which Building Permits may be issued without further subdivision.

“Fiscal Year” means the 12 month period starting on July 1 of any calendar year and ending the following June 30.

“Incidental Expenses” means the costs associated with formation of the District, determination of the amount of the Special Tax, collection of the Special Tax, payment of the Special Tax, costs incurred in order to carry out the authorized purposes of the District, and the costs of engineering, inspecting, coordinating, completing, planning and designing the Services, including the costs of any environmental evaluations.

“Land Use Class” means any of the classes listed in Table 1 of Section C. below.

“Maximum Special Tax” means for each Parcel in each Fiscal Year, the greatest amount of Special Tax, determined in accordance with Section C, below, which may be levied on such Parcel in such Fiscal Year

“Multifamily Residential Property” means all Parcels of Developed Property that consists of a building or buildings comprised of attached Dwelling Units available for rental by the general public, not for sale to an end user, and under common management.

“Non-Residential Property” means all Parcels of Developed Property for which a Building Permit was issued, permitting the construction of one or more non-residential structures.

“Parcel(s)” means a lot or parcel within the CFD shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number valid as of July 1st for the Fiscal Year for which the Special Tax is being levied.

“Property Owner’s Association Property” means all Parcels which have been conveyed, dedicated to, or irrevocably offered for dedication to a property owner association, including any master or sub-association, prior to April 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Proportionately” means for Parcels of Taxable Property that are (i) Single Family Property, that the ratio of the actual Special Tax levy to Maximum Special Tax is the same for all Parcels of Single Family Property, (ii) Multifamily Residential Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Multifamily Residential Property, and (iii) Approved Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Approved Property.

“Public Property” means all Parcels which, as of April 1st preceding the Fiscal Year in which the Special Tax is being levied, are (i) used for rights-of-way or any other purpose and is owned by, dedicated to, or irrevocably offered for dedication to the federal government, the State, the County, City or any other public agency, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use; or (ii) encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Residential Property” means all Parcels of Developed Property for which a Building Permit has been issued permitting the construction of one or more residential Dwelling Units.

“Single Family Property” means all Parcels of Residential Property, other than Multifamily Residential Property.

“Special Tax(es)” means the Special Tax to be levied in each Fiscal Year on each Parcel of Taxable Property in accordance with Section D.

“Special Tax Requirement” means for each Fiscal Year, that amount required to: (i) pay the estimated cost of Special Tax Services for such Fiscal Year as determined by the City; (ii) pay amount required to establish or replenish any reserve fund established in connection with the CFD, (iii) pay Administrative Expenses; (iv) pay for the actual or anticipated shortfall due to Special Tax delinquencies in the current or prior Fiscal Year; and (v) less a credit for funds available to reduce the annual Special Tax levy as determined by the Administrator.

“Special Tax Services” means the cost associated with providing law enforcement services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, supplies, (iii) the salaries and benefits of City staff that directly provide law enforcement services, (iv) City overhead costs associated with providing such services within the District, (v) all other services necessary or useful for, or in connection with, the authorized services listed above, including building a reserve fund for replacement and maintenance and for anticipated operating cost shortfalls, and (vi) Incidental Expenses.

“State” means the State of California.

“Taxable Property” means all Parcels within the boundary of the CFD pursuant to the Boundary Map which are not exempt from the Special Tax pursuant to Section E., below.

“Taxable Unit” means either a Dwelling Unit or an Acre, as shown in Table 1.

“Undeveloped Property” means all Parcels of Taxable Property not classified as Developed Property, Approved Property, Public Property or Property Owner’s Association Property.

B. ASSIGNMENT TO LAND USE CLASS

Each Fiscal Year, commencing with Fiscal Year 2022-2023, all Parcels of Taxable Property shall be classified as either Developed Property, Approved Property, Undeveloped Property, Public Property or Property Owner's Association Property, and subject to the levy of Special Taxes in accordance with this Rate and Method of Apportionment as determined pursuant to Sections C. and D.

Parcels of Developed Property shall further be classified as Residential Property or Non-Residential Property. Parcels of Residential Property shall further be classified as Single Family Property or Multifamily Residential Property.

C. MAXIMUM SPECIAL TAX RATES

1. Developed Property

The Maximum Special Tax that may be levied and escalated, as explained further in Section C.1. (a) below, in any Fiscal Year for each Parcel classified as Developed Property shall be determined by reference to Table 1 below.

TABLE 1
Maximum Special Tax Rates for Developed
Property for Fiscal Year 2022-2023

Land Use Class	Description	Taxable Unit	Maximum Special Tax per Taxable Unit
1	Single Family Residential Property	D/U Dwelling Unit	\$ 220.00
2	Multifamily Residential Property	Dwelling Unit	\$ 180.00

(a) Increase in the Maximum Special Tax

On each July 1, following the Base Year, the Maximum Special Tax, identified in Table 1, above, shall be increased annually, commencing July 1, 2023, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the Maximum Special Tax in effect in the previous Fiscal Year.

(b) Multiple Land Use Classes

In some instances, a Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax that may be levied on such Parcel shall be the sum of the Maximum Special Tax that can be levied for each Land Use Class located on that Parcel. For a Parcel that contains more than one Land Use Class, the Acreage of such Parcel shall be allocated to each type of property

based on the amount of Acreage designated for each land use as determined by reference to the site plan approved for such Parcel. The Administrator's allocation to each Land Use Class shall be final.

2. Approved Property

The Maximum Special Tax that may be levied and escalated, as explained further in Section C.2. (a) below, in any Fiscal Year for each Parcel classified as Approved Property shall be determined by reference to Table 2 below.

TABLE 2
Maximum Special Tax Rates for Approved
Property for Fiscal Year 2022-2023

Land Use Class	Description	Taxable Unit	Maximum Special Tax per Taxable Unit
3	Approved Property	Lot	\$ 100.00

(a) Increase in the Maximum Special Tax

On each July 1, following the Base Year, the Maximum Special Tax, identified in Table 1, above, shall be increased annually, commencing July 1, 2023, based on the percentage increase in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) of the Maximum Special Tax in effect in the previous Fiscal Year.

3. Undeveloped Property

No Special Tax shall be levied on Undeveloped Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2022-2023 and for each following Fiscal Year, the Administrator shall levy the Special Tax on all Taxable Property until the amount of Special Tax equals the Special Tax Requirement in accordance with the following steps:

First: The Special Tax shall be levied Proportionately on each Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax as needed to satisfy the Special Tax Requirement; and

Second: If additional moneys are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied Proportionately on each Parcel of Approved Property at up to 100% of the Maximum Special Tax for Approved Property. Notwithstanding the forgoing sentence, no Special Tax shall be levied on Approved Property to fund items (ii) and (iii) of the Special Tax Requirement.

E. EXEMPTIONS

The CFD shall not levy Special Taxes on Public Property and Property Owner's Association Property within the CFD. Exempt Property status will be assigned by the Administrator in the chronological order in which Parcels becomes Public Property and/or Property Owner's Association Property. Parcels which cannot be classified as Exempt will continue to be classified as Taxable Property, and will continue to be subject to Special Taxes accordingly.

F. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes and shall be subject to the same penalties, the same procedure, sale and lien priority in the case of delinquency; provided, however, that the Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD, and provided further that the CFD may covenant to foreclose and may actually foreclose on Parcels having delinquent Special Taxes as permitted by the Act.

G. APPEALS

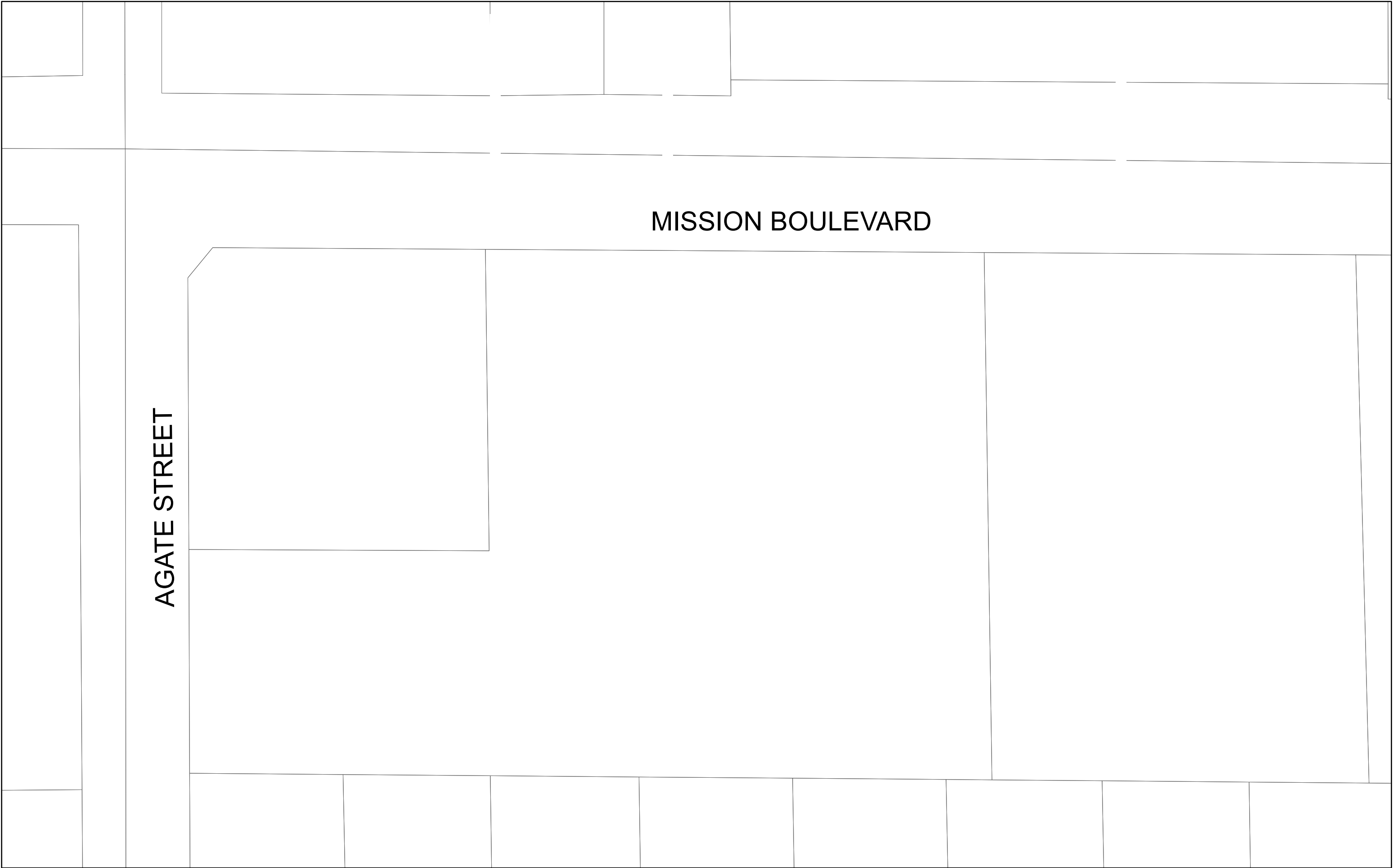
Any taxpayer may file a written appeal of the Special Tax on his/her Parcel(s) with the Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes must be paid on or before the payment due date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The Administrator shall review the appeal, meet with the appellant if the Administrator deems necessary, and advise the appellant of its determination. If the Administrator agrees with the appellant, the Administrator shall grant a credit to eliminate or reduce future Special Taxes on the appellant's Parcel(s). No refunds of previously paid Special Taxes shall be made.

The Administrator shall interpret this Rate and Method of Apportionment and make determinations relative to the annual levy and administration of the Special Tax and any taxpayer who appeals, as herein specified.

H. TERM OF THE SPECIAL TAX

The Special Tax shall be levied annually in perpetuity unless terminated earlier by the City.

BOUNDARY MAP
COMMUNITY FACILITIES DISTRICT NO. PS 2021-002 (MONTECITO)
CITY OF JURUPA VALLEY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. PS 2021-001 (MONTECITO) OF THE CITY OF JURUPA VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY OF JURUPA VALLEY AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 2022, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF JURUPA VALLEY

REFERENCE IS HEREBY MADE TO THE ASSESSOR MAPS OF THE COUNTY OF RIVERSIDE, FOR FISCAL YEAR 2021-2022 FOR AN EXACT DESCRIPTION OF THE LINES AND DIMENSIONS OF EACH LOT/PARCEL.

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA THIS _____ DAY OF _____, 2022.

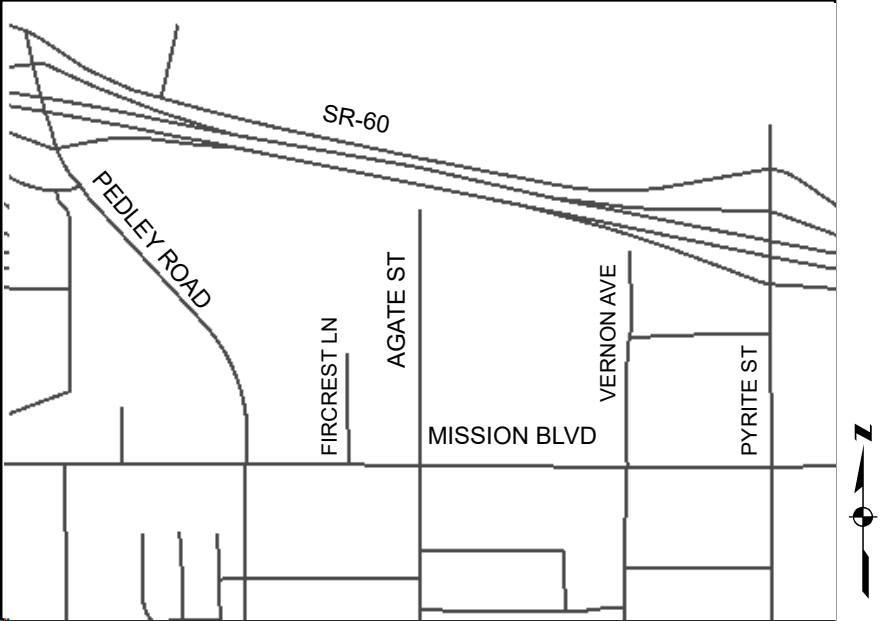
CITY CLERK
CITY OF JURUPA VALLEY

RECORDED THIS ____ DAY OF _____, 2022 AT THE HOUR OF ____ O'CLOCK ____ IN BOOK _____ OF MAPS OF ASSESSMEENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

FEE _____ DOCUMENT NO. _____
PETER ALDANA, RIVERSIDE COUNTY ASSESSOR-CLERK-RECORDER

BY: _____
DEPUTY

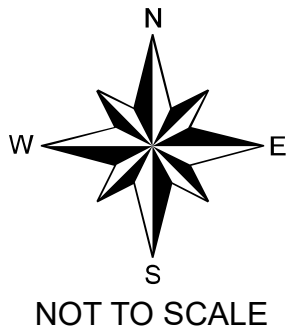
VICINITY MAP



CFD BOUNDARY

LIST OF ASSESSOR PARCEL NUMBERS
LOCATED WITHIN BOUNDARIES OF CFD NO.
PS 2021-002 AS OF FISCAL YEAR 2021-2022

171-101-072
171-101-073



PREPARED BY:



1260 Corona Pointe Court Suite 305
Corona, CA 92879-2013
855.900.4742

City of Jurupa Valley

STAFF REPORT

DATE: FEBRUARY 3, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

BY: PAUL TOOR, PUBLIC WORKS DIRECTOR/CITY ENGINEER

SUBJECT: AGENDA ITEM NO. 11.E

APPROVE CASH-IN-LIEU OF UNDERGROUNDING FOR UTILITY LINES AND POLES WITHIN, SERVING, AND ALONG THE HUDSON STREET FRONTAGE OF TRACT 37052 LOCATED WEST OF HUDSON BETWEEN 60TH AND 59TH STREETS (APN: 165-100-027)

RECOMMENDATION

- 1) That the City Council approve cash-in-lieu of undergrounding for utility lines and poles within, serving, and along the Hudson Street frontage of Tract 37052 in the amount of \$41,580.

BACKGROUND

On April 2, 2020, the City Council approved Master Application No. 16146 and adopted Planning Commission Resolution No. 2020-14. In compliance with Title 7 of the Municipal Code, Subdivisions, the conditions of approval for this project require the applicant to underground poles and lines within the boundaries of the property, and within the public right-of-way adjacent to the property and extending to the first existing utility pole beyond the property's boundaries. The project site has a total of one (1) communication pole along the Hudson St frontage and one (1) offsite pole at the northwest quadrant of the 60th Street and Hudson Street intersection. There are no overhead facilities located along the 59th St and 60th Street frontage.

On October 1, 2020, City Council adopted Ordinance No. 2020-12, amending Section 7.50.010 of the Code related to undergrounding of existing and new utility lines. The Ordinance states a fee may be paid in lieu of undergrounding existing overhead utility lines in the following situations:

- The length of utilities lines to be placed underground will be less than three hundred (300) feet and the utility lines have not been placed underground on any property abutting the subject property.
- Existing on-site utility lines also serve property under separate ownership.

- The City Engineer determines that undergrounding would not result in a net reduction of utility poles.
- The expansion of an existing building or buildings on a site if the proposed expansion does not increase the total gross floor area of the building or buildings by more than one hundred (100) percent. In such cases, the amount of the in-lieu fee to be paid shall be prorated based on the percentage increase in total gross floor area on the site.
- The demolition and reconstruction of all or part of an existing building or buildings on a site if the total gross floor area of the buildings on site will be increased by no more than one hundred (100) percent. In such cases, the amount of the in-lieu fee to be paid shall be prorated based on the percentage increase in total gross floor area on the site.
- The City Engineer determines that existing utility lines cannot be placed underground without severely disrupting existing improvements.
- The physical or legal character of existing utility easements will not allow utility lines to be placed underground.

ANALYSIS

The owner is requesting to pay a fee in-lieu of undergrounding for one AT&T communication overhead line on Hudson Street and allow the pole along the project frontage be relocated instead pursuant to Section 7.50.010 of the City's Municipal Code. The existing pole conflicts with the proposed street improvements and would require the installation of a new pole at the tract's south boundary and installation of approximately 220 feet of conduit to an existing pole north of the tract's north boundary. The existing residents south of the project are currently served overhead from existing AT&T poles on the west side of Hudson Street and SCE poles on the east side of Hudson Street. The area is currently developed and it is unlikely that existing overhead lines will be placed underground. The existing AT&T poles fronting the Portable Addition project for Pedley Elementary School was not required to underground utilities. Per the City Ordinance the developer may pay a fee in lieu of undergrounding existing lines when the length of utilities lines to be placed underground will be less than three hundred (300) feet and utility lines have not been placed underground on any property abutting the subject property."

The owner also requested that existing pole on the northwest quadrant of the 60th Street and Hudson Street intersection be relocated. Subsection F of Section 7.50.010 the offsite pole states that underground lines are not required for any part of a land division as to which an existing overhead line is in a street or easement adjacent to the lot or lots to be served from the line or from one (1) or more additional lines on the same poles. This pole is offsite from the tract boundary and does not directly serve the proposed development not subject to the underground requirement and will be relocated.

Staff reviewed the request and given the existing overhead lines serving the residents south of this project and recent project not subject to the underground requirement, relocating the communication pole along their frontage would not negatively impact the public health, safety, or welfare.

The owner provided a cost estimate for the Hudson Street undergrounding work in the amount of \$41,580. Staff has determined that the estimate is consistent with similar work in the City and is recommending approval of this request.

OTHER INFORMATION

The City Attorney has reviewed and approved the Agreements as to form.

Previous Actions:

- April 2, 2020 - Jurupa Valley City Council approved Master Application No. 16146 and adopted Planning Commission Resolution No. 2020-14.

FINANCIAL IMPACT


Staff time to process the project will be recovered by the developer's deposits as part of this application and no net cost to the City's General Fund is anticipated. The cash-in-lieu fees will be collected if request is approved.

ALTERNATIVES

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

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

Prepared by:


Octavio Duran Jr.
Assistant City Engineer

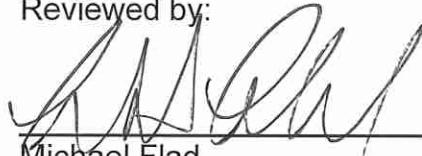
Reviewed by:


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. Owner's Undergrounding Application



The following opinion is being provided for the RC Hobbs Tract 37052 development to obtain clarification on the city conditions of approval related to the undergrounding requirement on Hudson Street.

The Code (Chapter 7.50) requires undergrounding of: Poles and utilities within the boundaries of the property being developed and within the public right-of-way adjacent to the property and extending to the first existing utility pole beyond the property's boundaries.

There are two locations where there are poles impacted by the project improvements.

1. Northwest quadrant of 60th Street & Hudson Street

Pole 588312H is in conflict with proposed street improvements per sheet 3 of 6 of the approved street improvement plans Per code subsection F of Chapter 7.50 that identifies that undergrounding is not required for 'any part of a land division as to which an existing overhead line is in a street or easement adjacent to the lot or lots to be served from the line or from one (1) or more additional lines on the same poles.'

This is an offsite pole from the tract boundary and it is our understanding that this pole is not subject to the undergrounding requirement per the exception above.

Please confirm that this pole is not required to be undergrounded and can be relocated to enable street improvements to be constructed.

2. Northwest quadrant of Black Thorn Street & Hudson Street

We are requesting an in-lieu fee to be paid to the city to allow for the "No Tag" pole to be relocated rather than undergrounded for the following reasons.

Given that the installation of the pole at the south boundary there is nothing in place that would prevent the future installation of additional communication lines to the poles.

The existing residences to south are served overhead from both the poles on the west side of Hudson as well as the SCE poles on the east side of Hudson. Given the unlikely future redevelopment of those residences it is unlikely that there will ever be additional undergrounding along their frontage.

Undergrounding requirement was not enforced on the AT&T poles fronting the Portable Addition Pedley Elementary School project

Below is our opinion of probable cost for the AT&T undergrounding fees and the trenching contractor costs that RC Hobbs would incur to comply with the condition to underground.

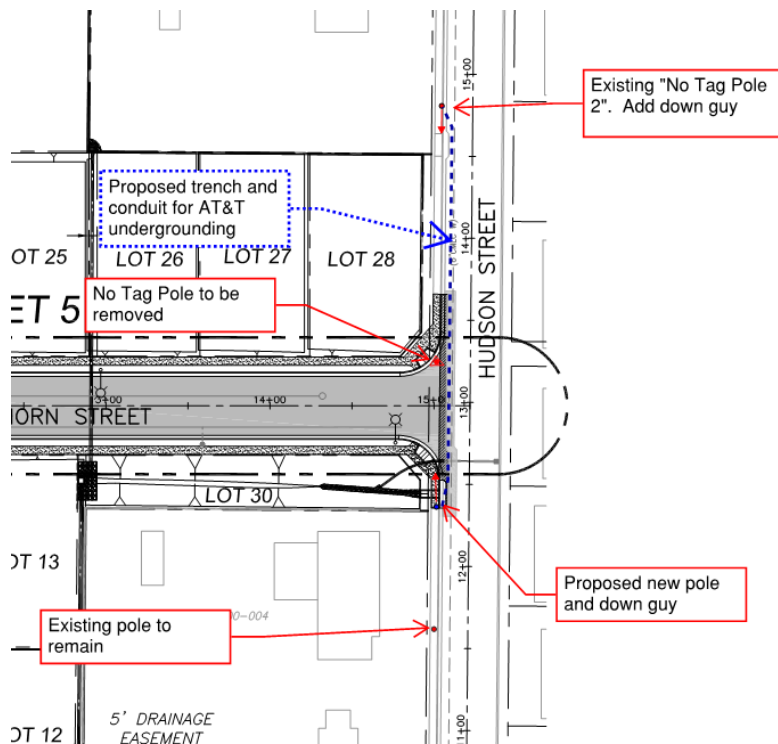
Description	Qty.	Unit	\$	Total
AT&T Undergrounding Fees	220	Ft	\$ 100	\$ 22,000
AT&T Only Offsite Trench & Backfill with Asphalt R/R	40	Ft	\$ 75	\$ 3,000
AT&T Only Offsite Trench & Backfill	180	Ft	\$ 25	\$ 4,500
Sidewalk panel replacement	2	ea	\$ 2,000	\$ 4,000
4" AT&T Conduit	440	Ft	\$ 7	\$ 3,080
AT&T 3'x5' Pull Traffic Rated Pull box	1	Ea	\$ 5,000	\$ 5,000
			Total	\$ 41,580

Consultant makes no representation concerning dry utility opinion of probable cost made in connection with maps, plans, specifications, reports or drawings other than that all such costs are reasonable estimates in the professional judgment of the consultant.

Opinion of Probable Cost Assumptions

- ▶ Does not include 3rd party easement negotiations/fees
- ▶ Does not include costs for encroachment permit or traffic coordination
- ▶ Does not include costs associated with re-paving

Pole (No identification number attached to pole) and conflicts with the proposed street improvements. The "No Tag" pole supports an AT&T communication overhead line running north and south on Hudson Street. If city undergrounding requirement is enforced the removal of the "No Tag" pole the utility designed scope of work would propose to install a new pole at the south tract boundary and extend conduit to an existing pole just north of the tract boundary



City of Jurupa Valley

STAFF REPORT

DATE: FEBRUARY 3, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER
BY: PAUL TOOR, P.E., CITY ENGINEER/PUBLIC WORKS DIRECTOR

SUBJECT: AGENDA ITEM NO. 11.F

**A RESOLUTION AUTHORIZING THE PURSUIT OF GRANT FUNDING
UNDER VARIOUS CALRECYCLE GRANT PROGRAMS AND
SUBMITTAL OF APPLICATIONS FOR ALL CALRECYCLE GRANTS
FOR WHICH THE CITY OF JURUPA VALLEY IS ELIGIBLE**

RECOMMENDATION

- 1) That the City Council adopt Resolution No. 2022-11, entitled:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY,
CALIFORNIA, AUTHORIZING SUBMITTAL OF APPLICATIONS FOR ALL
CALRECYCLE GRANTS FOR WHICH CITY OF JURUPA VALLEY IS ELIGIBLE**

BACKGROUND

The California Department of Resources Recycling and Recovery ("CalRecycle") is the state's authority on recycling, waste reduction, and product reuse in California. On a regular basis, CalRecycle publishes grant opportunities for which the City of Jurupa Valley is eligible to receive. The City has successfully pursued CalRecycle grants in previous years.

ANALYSIS

CalRecycle requires that the City Council authorize a designated person(s) to submit grant applications and associated documents. This authorization is made via the adoption of a resolution. On September 20, 2018, the City Council gave authorization to the City Manager and the City Engineer to submit applications and associated documents for all CalReycle grants. That authorization had a three year time limit which has since expired. The attached resolution provides for a renewed authorization for the City Manager and City Engineer for another three years. This new authorization will be in effect from February 3, 2022 to February 3, 2025.

FINANCIAL IMPACT

CalRecycle grants typically offset or subsidize the costs of existing or planned infrastructure projects. No funding allocations are required at this time in taking this action in accordance with staff recommendation.

ALTERNATIVES

1. Do not approve the attached resolution.
2. Provide alternate direction to Staff.

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

Prepared by:


Andrea Mejia
Senior Management Analyst

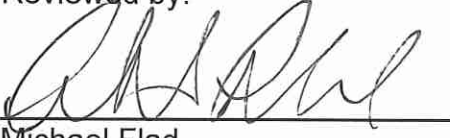
Reviewed by:


Paul Toor, P.E.
Public Works Director/City Engineer

Reviewed by:


Connie Cardenas
Director of Administrative Services

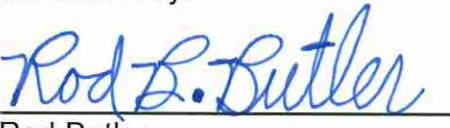
Reviewed by:


Michael Flad
Assistant City Manager

Approved as to form:


Peter M. Thorson
City Attorney

Submitted by:


Rod Butler
City Manager

Attachments:

A. Resolution No. 2022-11

RESOLUTION NO. 2022-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF JURUPA VALLEY, CALIFORNIA, AUTHORIZING
SUBMITTAL OF APPLICATIONS FOR ALL
CALRECYCLE GRANTS FOR WHICH CITY OF JURUPA
VALLEY IS ELIGIBLE**

WHEREAS, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycle and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish procedures governing the application, awarding, and management of grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jurupa Valley authorizes the submittal of application to CalRecycle for all grants for which the City of Jurupa Valley is eligible; and

BE IT FURTHER RESOLVED that the City Manager, or his designee, the City Engineer, is hereby authorized and empowered to execute in the name of the City of Jurupa Valley all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant projects; and

BE IT FURTHER RESOLVED that these authorizations are effective for a period of three years (February 3, 2022 through February 3, 2025)

PASSED, APPROVED and ADOPTED, by the City Council of the City of Jurupa Valley held 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, City Clerk of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. 2022-11 was duly passed and adopted at a meeting of the City Council of the City of Jurupa Valley on the 3rd day of February, 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 3rd day of February, 2022.

Victoria Wasko, City Clerk
City of Jurupa Valley

City of Jurupa Valley

STAFF REPORT

DATE: FEBRUARY 3, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

BY: PAUL TOOR, PUBLIC WORKS DIRECTOR/CITY ENGINEER

SUBJECT: AGENDA ITEM NO. 11.G

AGREEMENT FOR URGENT ROAD REPAIR ON SIERRA AVENUE

RECOMMENDATION

- 1) That the City Council approve the award of the Agreement for Urgent Road Repair on Sierra Avenue between the City of Jurupa Valley and Hardy and Harper, Inc. and authorize the City Manager to execute the Agreement in substantially the form and format attached and as approved by the City Attorney.

BACKGROUND

On January 3, 2022, the Public Works Department was notified by a resident, of a potential road hazard on Sierra Avenue past Karen Lane. Staff investigated the issue and found that on the east side of Sierra Avenue, approximately 300 feet north of Karen Lane, the embankment is failing causing damage to the shoulder of the road, approximately three feet from the edge. In addition to road damage, the embankment failure is also causing a small cavern to develop under the roadway that drops approximately seven feet before running off further away from the road.

ANALYSIS

Public Works staff determined that the failure is caused by water runoff penetrating that area due to an ineffective concrete spillway just above the damaged area. The proposed repair will remove the damaged asphalt, reconstruct the asphalt concrete spillway, and construct a landing with rip rap to prevent future erosion. The severity of the issue does not constitute a complete road closure. However, Staff determined that the issue should be addressed immediately to prevent further erosion resulting in road closure.

City staff reached out to various contractors for quotes. The City received only one quote from Hardy and Harper, Inc. for a total of \$30,500. This is likely due to the high demand for roadway repair services across the region and possibly the COVID-19 situation.

Staff evaluated the proposal by Hardy and Harper, and determined that the method and price for repair was correct and reasonable. The City has contracted with Hardy and Harper, Inc. previously for road repairs and as part of the Capital Improvement Project Program. If the Agreement is approved, Hardy and Harper, Inc. will immediately begin the necessary repairs and complete the work in mid-February.

On November 1, 2018, the City Council adopted Resolution No. 2018-12, which added Chapter 3.85 to Title 3 to the Jurupa Valley Municipal Code. Section 3.85.010(b) allows Public projects in the amount of \$60,000 or less to be performed by the employees of the City by force account, by negotiated contract, or by purchase order. Therefore, the City is not required to solicit bids following formal bidding procedures.

The City does not currently have an on-call contractor for emergency road repairs but is in the process of soliciting proposals for on-call services, which could take up to three months to complete.

FINANCIAL IMPACT

The cost to repair Sierra Avenue road damage by external contract is not expected to exceed \$30,500. The City Manager will seek reimbursement from State and Federal emergency funds and any parties responsible for the damage, as appropriate.

ALTERNATIVES

1. Elect not to enter into the agreement at this time and direct staff to prepare plans to follow formal bidding procedures.

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



David French
Public Works Operations Manager



Paul Toor
Public Works Director/City Engineer

Reviewed by:



Connie Cardenas
Administrative Services Director

Reviewed by:




Michael Flad
Assistant City Manager

Reviewed by:



Peter M. Thorson
City Attorney

Submitted by:

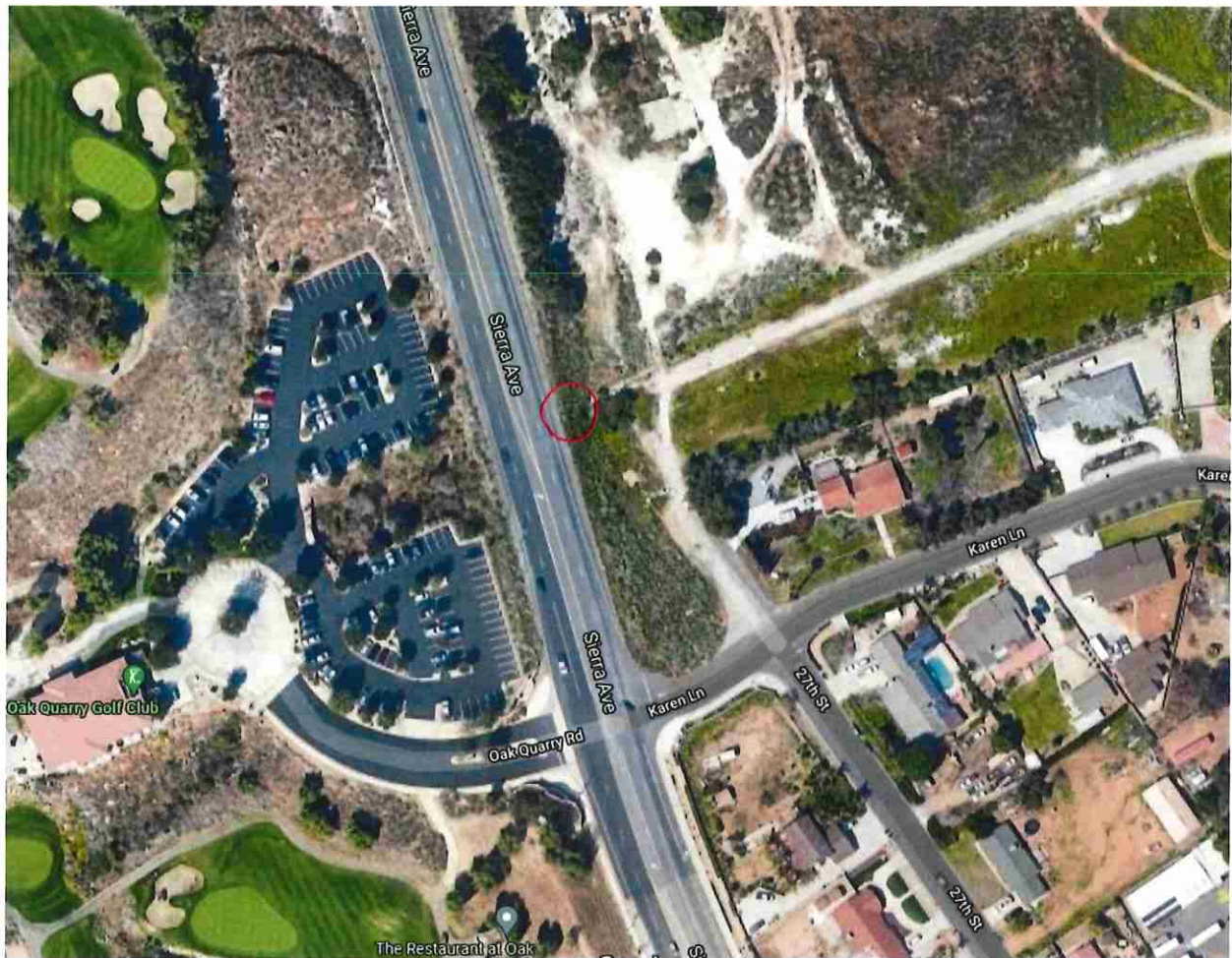


Rod B. Butler
City Manager

Attachments:

- A. Repair Area and Photo's
- B. Proposed agreement with Hardy and Harper, Inc.

ATTACHMENT A:





ATTACHMENT B:

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND HARDY & HARPER FOR URGENT ROAD REPAIR

THIS AGREEMENT is made and effective as of February 3, 2022, between the City of Jurupa Valley (“City”) and Hardy & Harper, Inc., an asphalt paving contractor (“Contractor”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Term

This Agreement shall commence on February 10, 2022, and shall remain and continue in effect until tasks described herein are completed in accordance with the Scope of Services, but in no event later than March 14, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. Services

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

3. Performance

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

4. Payment

A. The City agrees to cause Contractor to be paid monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Quotation for Service, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed thirty thousand and five hundred dollars (\$30,500.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

C. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for

services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

5. Suspension or Termination of Agreement Without Cause

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

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

6. Default Of Contractor

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

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

7. Prevailing Wages

A. Contractor shall pay prevailing wages to the extent required by and in accordance with the requirements of Labor Code Sections 1720 et. seq. 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 by 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 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 \$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 sub-contractor under him, in violation of the provisions of the Agreement.

B. 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>.

8. Ownership and Maintenance Of Documents

A. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of two (2) years after receipt of final payment.

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

C. With respect to the design of public improvements, the Contractor shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A, without the written consent of the Contractor.

9. Indemnification

A. Indemnity for Design Professional Services. In connection with its design professional services, but subject to the limitations of Section 2 of this Agreement, Contractor shall hold harmless and indemnify City, its elected officials, officers, employees, designated volunteers and those City agents serving as independent contractors in the role City officials (collectively "Indemnitees"), with respect to any and all claims, demands, liabilities, losses, costs or expenses, including reimbursement of reasonable attorney fees and costs of defense (collectively "Claims"), including but not limited to Claims relating to death or injury to any person and injury to any property which to the extent arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or any of its officers, employee, sub-Contractors, or agents in the performance or its professional services under this Agreement. In no event shall the cost to defend charged to the Contractor exceed the Contractor's proportionate percentage of fault as set forth in California Civil Code 2782.8.

B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Paragraph 9.A. above, but subject to the limitations of Section 2 of this Agreement, Contractor shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Claims, including but not limited to, Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of Contractor or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Contractor shall defend Indemnitees in any action or actions filed in connection with any such Claims with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor's duty to defend pursuant to this Section 9.B. shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions or Indemnitees.

10. Insurance Requirements

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

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

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

b) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Contractor owns no

automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

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

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

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

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

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

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

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

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

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

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

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-

insured maintained by the Additional Insureds shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

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

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

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

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

11. Independent Contractor

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

Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

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

12. Legal Responsibilities

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

13. Confidentiality; Release Of Information

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

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

14. Assignment

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

15. General Provisions

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

Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

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

To Contractor:

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

C. Governing Law; Venue

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

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

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

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

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

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

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

CITY OF JURUPA VALLEY

_____, Mayor

ATTEST:

Victoria Wasko, CMC
City Clerk

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

CONTRACTOR

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**[SIGNATURES OF PRESIDENT AND SECRETARY OF CORPORATION OR
CORPORATE AUTHORITY RESOLUTION REQUIRED FOR CORPORATION;
SIGNATURE OF MANAGING MEMBER REQUIRED FOR LLC OR LLP]**

EXHIBIT A
SCOPE OF SERVICES

Attached

EXHIBIT B
PAYMENT RATES AND SCHEDULE

Attached



Hardy & Harper, Inc.

asphalt paving contractor

32 RANCHO CIRCLE
LAKE FOREST, CA 92630
(714) 444-1851 FAX (714) 444-2801
STATE LIC. NO. 215952
DIR NO. 1000000076

To: CITY OF JURUPA VALLEY	Contact: DAVID FRENCH
Address: 8930 LIMONITE AVE	Phone: (951) 332-6464
JURUPA VALLEY, CA 92509	Fax:
Project Name: SIERRA AVE EMBANKMENT REPAIR - JURUPA VALLEY	Bid Number: 19-004096
Project Location:	Bid Date: 1/7/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	REMOVE DAMAGED ASPHALT, RECONSTRUCT AC SPILLWAY FOR WATER FLOW, CONSTRUCT LANDING WITH RIP RAP FOR WATER RUN OFF AT BASE	1.00	LS	\$30,500.00	\$30,500.00

Total Bid Price: \$30,500.00

Notes:

- **H&H TO LEAVE BRUSH FOR CITY TO REMOVE/DIPOSE OF**
- **INCLUSIONS:**
- LABOR, EQUIPMENT & MATERIAL
- PRICE BASED ON (1) MOVE-IN - \$7,500.00 FOR EACH ADDITIONAL MOVE-IN
- PRICE BASED ON MINIMUM 8 HR SHIFTS
- PRICE GOOD THROUGH 03/31/2022
- SURVEYING, ENGINEERING AND STAKING BY OTHERS. ALL FINISHED FILLS, INCLUDING FILLS AT GRADE BREAKS TO BE PAINTED ON THE GRADE / PAVEMENT BY PRIME CONTRACTOR AT 25' STATIONS AT NO COST TO HARDY & HARPER, INC. FILLS TO BE GIVEN PRIOR TO PAVING
- PROPOSAL & ENTIRE CONTENTS SHALL BE INCORPORATED INTO SUBCONTRACT - MINIMUM 6 WEEKS NOTICE FOR ALL SCHEDULING
- **EXCLUSIONS:**
- QCQA, ARHM, ENGINEERING, PERMITS, BONDS, FEES, INSPECTION FEES, SWPPP, LAYOUT, SURVEY, GRADE CHECKER, OIL INDEX
- TEMP AC, TRENCH/SLOT PAVING, MEDIAN PAVING, SAWCUT, CRACKFILL, WEEDKILL, FOG SEAL, PRIME COAT, SLURRY, SEAL COAT
- COLDMILL, INERTIAL PROFILE, MUST GRINDS, PROFILOGRAPH, PRE-PAVE IRI & GRINDING, CLEAN EXISTING AC, STEEL PLATES
- IMPORT/EXPORT, FINE GRADING, PCC BACKFILL, REDWOOD HEADER
- PROTECTION / LOCATING OF EXST. UTILITIES, UTILITY ADJUSTMENTS, SPEED BUMPS, POSTING
- DRAINAGE REQUIREMENTS W/ LESS THAN 2% FALL, TRAFFIC CONTROL, T/C PLANS, CMS BOARD, DETOURS, ROOT PRUNE/REMOVAL
- FABRIC & PLACEMENT, FABRIC REMOVALS / DISPOSAL, STRIPING, TEMP STRIPING & TABS, PROTECTION OF WORK AFTER SHIFT
- HAZARDOUS WASTE, WEATHER DELAYS, TEMPERATURE DELAYS, WATER & SOURCE, OPERATED WATER TRUCK / BUGGY, LIGHTS
- LIQUIDATED DAMAGES NOT DUE TO OUR OPERATION. THIS INCLUDES DAMAGES FOR LATE OPENINGS. TRAINING & FEES
- SAFETY TRAINING, TWIC, BADGING COST, SANDBLASTING, STRIPING REMOVALS, NIGHTS & WEEKENDS, AS BUILDS
- Payment in full upon completion or it is agreed that 1% per month will be charged when account becomes overdue.

Payment Terms:

NET 30

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Hardy & Harper, Inc.

Authorized Signature: _____

Estimator: Christiana Cook
(909) 815-6752

City of Jurupa Valley

STAFF REPORT

DATE: FEBRUARY 3, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER

SUBJECT: AGENDA ITEM NO. 14.A

AGREEMENT TO CONDUCT A STUDY OF HYBRID PUBLIC SAFETY MODELS WITH CITYGATE ASSOCIATES, LLC

RECOMMENDATION

- 1) That the City Council approve the Agreement by and between the City of Jurupa Valley and Citygate Associates, LLC for a study of hybrid public safety models for an amount not to exceed \$67,722.00 and authorize the City Manager to execute the Agreement in substantially the form and format attached and as approved by the City Attorney.

BACKGROUND

The City of Jurupa Valley has contracted with the Riverside County Sheriff's Department (Sheriff) for police services since its incorporation in 2011. In 2017, the City, along with several other Riverside County cities that contract with the Sheriff, commissioned a study to assess the feasibility of establishing a Joint Powers Authority (JPA) regional police department in lieu of utilizing the Sheriff. This effort culminated with a report authored by Citygate Associates, LLC (Citygate) in February of 2021 recommending against the JPA concept primarily due to cost.

Subsequent discussions by the Jurupa Valley City Council focused not on a multiple-city police agency, but rather a City-provided police department. In March 2021, the City Council reviewed and approved a staff proposal to retain Citygate to leverage the knowledge and data obtained in the previous JPA study into a City-specific feasibility study.

On November 4, 2021, Citygate Associates held a Study Session with the City Council to present a report on the feasibility of a City-provided police department. Citygate's key findings were as follows:

- The City's current policing costs are low relative to surrounding jurisdictions.
- An analysis of the operational costs associated with a City-provided police

department shows significant increased costs.

- Alternative service delivery models and community policing models in other California communities that may provide viable options for Jurupa Valley.
- Community satisfaction survey respondents were generally satisfied with law enforcement services provided by the Sheriff.
- A City operated police department would lead to increased liability and workers' compensation costs that are currently spread over a larger employee pool with the County Sheriff.

The study showed a dramatic increase in recurring and startup costs should the City wish to pursue a City provided police department. The City Council felt that the exploration of alternative service delivery models and their costs were an appropriate next step. Alternative public safety services delivery models have successfully improved service in other cities and has done so more cost effectively. For example, a model that relies upon regional police services for more serious crimes while utilizing local resources for quality of life type enforcement could meet Councils desire for increased responsiveness while maintaining cost efficiency.

ANALYSIS

Staff was extremely pleased with the quality of the work from the feasibility study, which included a summary of alternative service delivery models, including several mental health response models and several community-policing models. This new study will leverage institutional knowledge gained from the previous study as well as the prior study Citygate completed involving the City in which a City-based policing Joint Powers Authority (JPA) was analyzed for seven cities in Riverside County.

Key Elements of the Project Scope

The Citygate team will:

- Review with City staff the existing Sheriff's Department quality of life service requests and services delivered to determine how the Sheriff's Department is meeting the City's current needs.
- Meet with the Sheriff's Department command staff to obtain information regarding special services currently being provided to address quality of life issues and any additional services that may be available.
- *Optional:* Conduct a web-based public survey, with the City's assistance, regarding the priority quality of life issues the community faces.
- Research five alternative services delivery models, including two mental health response models and three community policing models; meet with model agencies on-site, as appropriate, to obtain detailed information about promising practices being provided and the viability of delivering those services in the City.

- Meet with stakeholder agencies (mental health, EMS, etc.) as appropriate, to validate the viability of potential model recommendations.
- Provide high-level, annual operational and start-up cost estimates of each model to include both personnel costs and operating costs.
- Based on feedback from the staff level mid-project briefing, prepare an executive summary level written report and PowerPoint briefing of the results of Citygate's assessment and recommended implementation steps for the City to consider.
- Meetings will include:
 - Virtual meetings (Zoom/Microsoft Teams), as necessary, with City staff for services needs understanding.
 - Virtual meetings, as necessary, with the Sheriff's Department local command staff and other stakeholder agencies.
 - On-site meetings, as necessary, for each mental health response and community-policing model studied.
 - One mid-project briefing via videoconference.
 - One City Council Presentation delivered onsite by the Citygate Project Team (four consultants).

This project will take approximately four months to complete depending on the report length requested.

Project Cost Summary:

Project Cost Summary

Project Element	Consulting Fees of Project Team	Administration (5% of Hourly Fees)	Reimbursable Expenses	ESRI Data Fee	Total Citygate Project Amount
Professional Services (Core Costs)	\$46,260	\$2,313	\$6,830	\$65	\$55,468
<i>Option 1 – Full-Length Report²</i>	\$5,540	\$277	\$0	\$0	\$5,817
<i>Option 2 – Community Survey</i>	\$6,130	\$307	\$0	\$0	\$6,437
Total	\$57,930	\$2,897	\$6,830	\$0	\$67,722

FINANCIAL IMPACT

The total cost to have Citygate perform a study of hybrid public safety models is \$67,722.00. If approved, the costs for this service will be paid for out of account 100-1110-54110 (Professional Services). The City Council will need to authorize the City Manager to appropriate funds that amount to the cost of the hybrid study from the City's available general fund reserves to the Professional Services account within the City Manager budget (General Fund 100-1130).

ALTERNATIVES

1. That the City Council authorize the City Manager to enter into an agreement by and between the City of Jurupa Valley and Citygate Associates, LLC for a study of hybrid public safety models for an amount not to exceed \$67,722.00 and authorize the City Manager to execute the Agreement in substantially the form and format attached and as approved by the City Attorney.
2. That the City Council decline to procure the study of hybrid public safety models by Citygate Associates, LLC.
3. That the City Council provide alternative direction to City Staff.

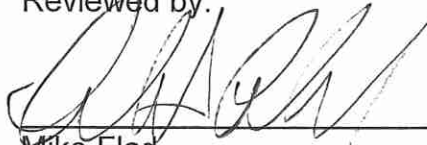
***** SIGNATURES ON FOLLOWING PAGE *****

Prepared by:



Amy Sells
Principal Management Analyst

Reviewed by:



Mike Flad
Assistant City Manager

Reviewed by:



Connie Cardenas
Administrative Services Director

Approved as to form:



Peter M. Thorson
City Attorney

Submitted by:



Rod B. Butler
City Manager

Attachments:

- A. Citygate Associates, LLC Proposal to Assess the Feasibility to Establish a City-Provided Police Department
- B. Draft Agreement by and between the City of Jurupa Valley and Citygate Associates, LLC for study of hybrid public safety models



600 Coolidge Drive, Suite 150 ■ Folsom, CA 95630 ■ PH 916-458-5100 ■ FAX 916-983-2090

December 13, 2021

Rod Butler
City Manager
City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
rbutler@jurupavalley.org

RE: PROPOSAL TO CONDUCT A FOLLOW-ON STUDY OF HYBRID PUBLIC SAFETY MODELS

Dear Mr. Butler:

In response to the City of Jurupa Valley (City) City Council's request during the November 4 Study Session presentation of Citygate Associates' (Citygate) report on the feasibility of a City-provided police department and a follow-up phone call with Assistant City Manager Mike Flad, Citygate is pleased to submit this proposal to study hybrid models of public safety services that the City may consider in addition to the current contracting model of law enforcement services being provided by the Riverside County Sheriff's Department (Sheriff's Department).

This work will be based on Citygate's report recently completed regarding the *Feasibility to Establish a City-Provided Police Department*, which included a summary of alternative service delivery models, including several mental health response models and several community policing models. Your study will leverage institutional knowledge gained from the previous study as well as a prior study Citygate completed involving the City in which a City-based policing Joint Powers Authority (JPA) was analyzed for seven cities in Riverside County.

KEY ELEMENTS OF OUR PROJECT SCOPE

The Citygate team will:

- ◆ Review with City staff the existing Sheriff's Department quality of life service requests and services delivered to determine how the Sheriff's Department is meeting the City's current needs.
- ◆ Meet with the Sheriff's Department command staff to obtain information regarding special services currently being provided to address quality of life issues and any additional services that may be available.

- ◆ **Optional:** Conduct a web-based public survey, with the City's assistance, regarding the priority quality of life issues the community faces.¹
- ◆ Research five alternative service delivery models, including two mental health response models and three community policing models; meet with model agencies on-site, as appropriate, to obtain detailed information about promising practices being provided and the viability of delivering those services in the City.
- ◆ Meet with stakeholder agencies (mental health, EMS, etc.), as appropriate, to validate the viability of potential model recommendations.
- ◆ Provide high-level, annual operational and start-up cost estimates of each model to include both personnel costs and operating costs.
- ◆ Via videoconference and Microsoft PowerPoint, conduct a detailed mid-project briefing of our initial findings and likely feasible recommendations.
- ◆ Based on feedback from the mid-project briefing, prepare an *executive-summary-level* written report and PowerPoint briefing of the results of Citygate's assessment and recommended implementation steps for the City to consider.
- ◆ **Optional:** Based on feedback from the mid-project briefing, prepare a *full-length written report* and PowerPoint briefing of the results of Citygate's assessment and recommended implementation steps for the City to consider.
- ◆ Meetings will include:
 - Virtual meetings (Zoom / Microsoft Teams), as necessary, with City staff for services needs understanding.
 - Virtual meetings, as necessary, with the Sheriff's Department local command staff and other stakeholder agencies.
 - On-site meetings, as necessary, for each mental health response and community policing model studied.
 - One mid-project briefing via videoconference.
 - One City Council presentation delivered on site by the Citygate Project Team (four consultants).

¹ Our cost bid for the public survey assumes that it will be internet-based and does not include postage, photocopying, distribution, or any other charges relating to hard copy versions of the survey, should that be needed. Our cost bid also assumes that the survey will be created and launched in English only. If the City desires the survey to be available in other languages, the extra time necessary to build the additional surveys would be an additional cost. The City would be responsible for assembly, mailing, and postage if mailed invitations are utilized.

Project Duration – Four Months

This project will take approximately four months in total to complete depending on the report length option requested. The period is first dependent on timely Sheriff's Department cooperation, as well as the model agencies, to respond to information and meeting requests and the ability of City staff to provide requested information.

PROJECT FEES

Our charges are based on actual time spent by our consultants at their established billing rates, plus reimbursable expenses incurred in conjunction with printing, clerical, and support services related to the engagement.

We will undertake this study for a not-to-exceed total cost based on our proposed project approach and schedule as presented in the following table. Any additional work outside the approach described in this proposal, as mutually agreed to in writing as a change order, will be billed at the hourly rate of the respective consultant(s), including any reimbursable expenses plus a five percent administrative fee.

Project Cost Summary

Project Element	Consulting Fees of Project Team	Administration (5% of Hourly Fees)	Reimbursable Expenses	ESRI Data Fee	Total Citygate Project Amount
Professional Services (Core Costs)	\$46,260	\$2,313	\$6,830	\$65	\$55,468
<i>Option 1 – Full-Length Report²</i>	<i>\$5,540</i>	<i>\$277</i>	<i>\$0</i>	<i>\$0</i>	<i>\$5,817</i>
<i>Option 2 – Community Survey</i>	<i>\$6,130</i>	<i>\$307</i>	<i>\$0</i>	<i>\$0</i>	<i>\$6,437</i>
Total	\$57,930	\$2,897	\$6,830	\$0	\$67,722

This cost proposal reflects our best effort to be responsive to the City's needs for this project, as we understand them, at a reasonable cost. If our proposed scope of work and/or cost is not in alignment with the City's needs or expectations, we are open to discussing modifications to our proposed scope of work and associated costs.

The price quoted is effective for 45 days from the date of receipt of this proposal and includes the written project deliverables as identified. Additional draft cycles or processing delays requested by the City or Department would be billed in addition to the contracted amount at our time and materials rates.

² Full-length report is calculated as "additional" hours on top of the summary report, not in lieu of.

Standard Hourly Billing Rates

Classification	Hourly Rate	Consultant
Citygate President	\$250	David DeRoos
Public Safety Principal, JPA Feasibility Specialist, and Project Manager	\$250	Stewart Gary
Police Services Senior Specialist	\$195	Gary Elliott
Police Services Senior Specialist	\$195	John Carli
Fiscal Specialist	\$215	Andy Green
Survey Administration	\$135	Various
Report Project Administrator	\$135	Various
Administrative Support	\$95	Various

Billing Schedule

We will bill monthly for time, reimbursable expenses incurred at actual costs (travel), plus a five percent (5%) administration charge in lieu of individual charges for copies, phone, etc. Our invoices are payable within thirty (30) days. Citygate's billing terms are net thirty (30) days plus two percent (2%) for day thirty-one (31) and two percent (2%) per month thereafter. Our practice is to send both our monthly status report and invoice electronically. Once we are selected for this project, we will request the email for the appropriate recipients of the electronic documents. Hard copies of these documents will be provided only upon request. We prefer to receive payment via ACH Transfer, if available.

We request that ten percent (10%) of the project cost be advanced at the execution of the contract, to be used to offset our start-up costs. This advance will be credited to our last invoice.

* * *

Citygate's team of specialists would be honored to be of service to the City. As President of the firm, I am authorized to execute a binding contract on behalf of Citygate. For questions concerning this proposal, please contact Stewart Gary, Citygate's Public Safety Services Principal, at (916) 458-5100, extension 305, or via email at sgary@citygateassociates.com.

Sincerely,



David C. DeRoos, MPA, CMC, President

cc: Project Team

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA
VALLEY AND CITYGATE ASSOCIATES, LLC FOR CITY-PROVIDED POLICE
DEPARTMENT FEASIBILITY STUDY SERVICES**

THIS AGREEMENT is made and effective as of February 3, 2022, between the City of Jurupa Valley ("City") and Citygate Associates, LLC, a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Term

This Agreement shall commence on January 20, 2022, and shall remain and continue in effect until tasks described herein are completed in accordance with the Scope of Services, but in no event later than June 30, 2022 unless sooner terminated pursuant to the provisions of this Agreement.

2. Services

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

3. Performance

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

4. Payment

A. The City agrees to cause Consultant to be paid monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Quotation for Service, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed sixty-seven thousand, seven hundred and twenty-two dollars (\$67,722.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of

receipt of each invoice as to all non-disputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

5. Suspension or Termination of Agreement Without Cause

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

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

6. Default Of Consultant

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

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

7. Ownership and Maintenance Of Documents

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities

related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of two (2) years after receipt of final payment.

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

8. Indemnification.

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

9. Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Independent Contractor

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

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

11. Legal Responsibilities

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

12. Confidentiality; Release Of Information

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

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

13. Assignment

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

14. General Provisions

A. Notices

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

To City:

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

To Consultant: Citygate Associates, LLC
600 Coolidge Drive, Suite 150
Folsom, CA 95630
Attention: Stewart Gary

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

C. Governing Law; Venue

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

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

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

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

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

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

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

CITY OF JURUPA VALLEY

Chris Barajas
Mayor

ATTEST:

Victoria Wasko, CMC
City Clerk

APPROVED AS TO FORM:

Peter M. Thorson
City Attorney

CITYGATE ASSOCIATES, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**[SIGNATURES OF TWO CORPORATE OFFICERS OR CORPORATE AUTHORITY
RESOLUTION REQUIRED]**

EXHIBIT A

SCOPE OF SERVICES

- Review with City staff the existing Sheriff's Department quality of life service requests and services delivered to determine how the Sheriff's Department is meeting the City's current needs.
- Meet with the Sheriff's Department command staff to obtain information regarding special services currently being provided to address quality of life issues and any additional services that may be available.
- *Optional:* Conduct a web-based public survey, with the City's assistance, regarding the priority quality of life issues the community faces.
- Research five alternative services delivery models, including two mental health response models and three community policing models; meet with model agencies on-site, as appropriate, to obtain detailed information about promising practices being provided and the viability of delivering those services in the City.
- Meet with stakeholder agencies (mental health, EMS, etc.) as appropriate, to validate the viability of potential model recommendations.
- Provide high-level, annual operational and start-up cost estimates of each model to include both personnel costs and operating costs.
- Via videoconference, conduct a detailed mid-project briefing of our initial findings and likely feasible recommendations.
- Based on feedback from the mid-project briefing, prepare an executive summary level written report and PowerPoint briefing of the results of Citygate's assessment and recommended implementation steps for the City to consider.
- *Optional:* Based on feedback from the mid-project briefing, prepare a full-length written report and PowerPoint briefing of the results of Citygate's assessment and recommended implementation steps for the City to consider.
- Meetings will include:
 - Virtual meetings (Zoom/Microsoft Teams), as necessary, with City staff for services needs understanding.
 - Virtual meetings, as necessary, with the Sheriff's Department local command staff and other stakeholder agencies.
 - On-site meetings, as necessary, for each mental health response and community-policing model studied.
 - One mid-project briefing via videoconference.

- One City Council Presentation delivered onsite by the Citygate Project Team (four consultants).

This project will take approximately four months to complete depending on the report length requested.

EXHIBIT B

QUOTATION FOR SERVICE

Citygate will be compensated a total of \$67,722.00 to complete City-Provided Police Department Feasibility Study Services.

Project Cost Summary

Project Element	Consulting Fees of Project Team	Administration (5% of Hourly Fees)	Reimbursable Expenses	ESRI Data Fee	Total Citygate Project Amount
Professional Services (Core Costs)	\$46,260	\$2,313	\$6,830	\$65	\$55,468
<i>Option 1 – Full-Length Report²</i>	\$5,540	\$277	\$0	\$0	\$5,817
<i>Option 2 – Community Survey</i>	\$6,130	\$307	\$0	\$0	\$6,437
Total	\$57,930	\$2,897	\$6,830	\$0	\$67,722

City of Jurupa Valley

STAFF REPORT

DATE: FEBRUARY 3, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROD BUTLER, CITY MANAGER
BY: VICTORIA WASKO, CMC, CITY CLERK

SUBJECT: AGENDA ITEM NO. 14.B

APPOINTMENT OF CITY DELEGATE FOR THE 2022 SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) REGIONAL CONFERENCE AND GENERAL ASSEMBLY

RECOMMENDATION

- 1) That the City Council select a Delegate and Alternate for the SCAG General Assembly meeting on Thursday, May 5, 2022 at the JW Marriott Desert Springs Resort, 74-885 County Club Drive, Palm Desert, CA 92260.

BACKGROUND

The Southern California Association of Governments, founded in 1965, is a Joint Powers Authority under California state law, established as an association of local governments and agencies that voluntarily convene as a forum to address regional issues. Under federal law, SCAG is designated as a Metropolitan Planning Organization and under state law as a Regional Transportation Planning Agency and a Council of Governments. SCAG develops long-range regional transportation plans as well as housing needs allocations and a portion of the South Coast Air Quality management plans.

SCAG is governed by delegates from every member city, county, and County Transportation Commission (CTC) through the General Assembly, which annually brings together the official representatives of SCAG's membership and helps set the agency's course for the coming year.

ANALYSIS

Each city/county delegate to SCAG's General Assembly will also have an opportunity to bring any policy matter, in the form of a proposed resolution or proposed SCAG bylaw revision, before the General Assembly for determination. The deadline to submit proposed resolutions and/or SCAG bylaw revisions is 5:00 p.m., Friday, February 4, 2022. All proposed resolutions and/or bylaw revisions will be reviewed by SCAG's Bylaws and

Resolutions Committee and the Regional Council before being considered at the General Assembly business meeting.

In their capacity as an Assembly Delegate, the appointee will have the opportunity to consider and vote on policy matters presented at the General Assembly in the form of a Resolution and proposed revisions to the SCAG Bylaws. Both the Delegate and Alternate can attend, but only the Delegate can vote. If the delegate is not present, the Alternate may vote in the Delegate's absence.

FINANCIAL IMPACT

SCAG pays for one hotel night and registration for the Assembly Delegate representing the City. While SCAG only provides the hotel for the Delegate, SCAG waives the registration fee for Councilmembers and the City Manager.

ALTERNATIVES

1. Not select a Delegate or Alternate to attend the 2022 SCAG General Assembly

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

Attachments:

1. Email from Maggie Aguilar, Southern California Association of Governments

Vicki Wasko

From: Maggie Aguilar <aguilarm@scag.ca.gov>
Sent: Monday, December 6, 2021 9:36 AM
To: Vicki Wasko
Cc: CityClerk-WebContact
Subject: SCAG: Delegate/Alternate for the Annual General Assembly on May 5, 2022

Dear City and County Clerks,

In anticipation of the Annual General Assembly on May 5, 2022, the Southern California Association of Governments (SCAG) is working to confirm the Delegate Representative and Alternate from your city/county in the SCAG region, as well as to determine if there are any policy proposals for review.

SCAG's 2022 General Assembly

Date: May 5, 2022

Time: TBD

Location: JW Marriott Desert Springs Resort & Spa, 74-885 County Club Drive, Palm Desert ,CA 92260

If your city council or county board has already appointed a Delegate and Alternative Representative to SCAG's General Assembly, please reply to aguilarm@scag.ca.gov with their names as soon as possible. As a reminder, if there is a Councilmember from your city serving as the Regional Councilmember for SCAG, that person will be the city Delegate Representative.

If your city council or county board has not yet made these appointments, please do so as soon as possible. Upon city council or county board action, please email a copy of your city's/county's action regarding the appointment of a Delegate or Alternate Representative to aguilarm@scag.ca.gov.

Also, each city/county delegate to SCAG's General Assembly will also have an opportunity to bring any policy matter, in the form of a proposed resolution or proposed SCAG bylaw revision, before the General Assembly for determination.

The deadline to submit proposed resolutions and/or SCAG bylaw revisions is 5:00 p.m., Friday, February 4, 2022. All proposed resolutions and/or bylaw revisions will be reviewed by SCAG's Bylaws and Resolutions Committee and the Regional Council before being considered at the General Assembly business meeting.

Thank you for your attention and cooperation!

Best,
Maggie



Maggie Aguilar

Clerk of the Board
Tel: +1 (213) 630-1420
aguilarm@scag.ca.gov

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
900 Wilshire Blvd., Ste. 1700, Los Angeles, CA 90017

