



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

**Thursday, August 3, 2023**

**Study Session: 6:00 p.m.**

**Regular Meeting: 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. 6:00 PM - CALL TO ORDER AND ROLL CALL FOR STUDY SESSION**

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

### **2. STUDY SESSION**

- A. **STUDY SESSION: MASTER APPLICATION (MA) NO. 23192: PRE-APPLICATION REVIEW (PAR) FOR 65 DETACHED CONDOMINIUMS ON 6.9 ACRES LOCATED AT 7586 JURUPA ROAD (APN: 183-030-014); (APPLICANT: WARMINGTON RESIDENTIAL)**



1. Requested Action: That the City Council receive an introduction of the proposed project;
  2. Identify areas of concern that require additional study and additional information from Staff; and
  3. Take no action on the proposed project.
3. **7:00 PM - CALL TO ORDER AND ROLL CALL FOR REGULAR MEETING**
- Chris Barajas, Mayor
  - Guillermo Silva, Mayor Pro Tem
  - Leslie Altamirano, Council Member
  - Brian Berkson, Council Member
  - Armando Carmona, Council Member
4. **INVOCATION**
5. **PLEDGE OF ALLEGIANCE**
6. **APPROVAL OF AGENDA**
7. **PRESENTATIONS**
- A. **RIVERSIDE COUNTY DEPARTMENT OF ANIMAL SERVICES - INTRODUCTION OF “PET OF THE MONTH”**
8. **PUBLIC APPEARANCE/COMMENTS**
- Persons wishing to address the City Council on subjects other than those listed on the Agenda are requested to do so at this time. A member of the public who wishes to speak under Public Appearance/Comments OR the Consent Calendar must fill out a “Speaker Card” and submit it to the City Clerk BEFORE the Mayor calls for Public Comments on an agenda item. When addressing the City Council, please come to the podium and state your name and address for the record. While listing your name and address is not required, it helps us to provide follow-up information to you if needed. In order to conduct a timely meeting, we ask that you keep your comments to 3 minutes. Government Code Section 54954.2 prohibits the City Council from taking action on a specific item until it appears on an agenda.
9. **INTRODUCTIONS, ACKNOWLEDGEMENTS, COUNCIL COMMENTS AND ANNOUNCEMENTS**
10. **CITY COUNCIL MEMBER ORAL/WRITTEN REPORTS REGARDING REGIONAL BOARDS AND COMMISSIONS**



**A. MAYOR CHRIS BARAJAS**

- 1. UPDATE ON THE INTERAGENCY COORDINATING COUNCIL MEETING OF JULY 28, 2023**

**B. COUNCIL MEMBER BRIAN BERKSON**

- 1. UPDATE ON THE RIVERSIDE COUNTY TRANSPORTATION COMMITTEE – WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE MEETING OF JULY 24, 2023**
- 2. UPDATE ON THE METROLINK / SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY BOARD OF DIRECTORS MEETING OF JULY 28, 2023**

**11. CITY MANAGER’S UPDATE**

**12. APPROVAL OF MINUTES**

- A. JULY 27, 2023 REGULAR MEETING – WILL BE MOVED TO THE AUGUST 17, 2023 MEETING**

**13. CONSENT CALENDAR**

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

Requested Action: That the City Council waive the reading of the title and text of all ordinances and resolutions included in the agenda. In accordance with Government Code Section 34934, the title of each ordinance is included on the published agenda and a copy of the full ordinance has been available to the public online on the City’s website and will be available in print at the meeting prior to the introduction or passage of the ordinance.

- B. CONSIDERATION OF CHECK REGISTER IN THE AMOUNT OF \$5,845,503.78**

Requested Action: That the City Council ratify the check registers dated June 28 and July 6, 12, and 21, 2023 as well as the payroll registers dated June 23, 30 and July 8, 2023.

- C. ORDINANCE NO. 2023-11**

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2023-11, entitled:



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 21008 TO REZONE APPROXIMATELY 4.13 ACRES LOCATED AT THE EAST SIDE OF CLAY STREET BETWEEN HAVEN VIEW DRIVE AND LINARES AVENUE (APNS: 163-400-029; 026 & 028) FROM I-P (INDUSTRIAL PARK) TO R-3 (GENERAL RESIDENTIAL) TO ALLOW FOR THE CONSTRUCTION OF 66 TOWNHOMES**

**D. ORDINANCE NO. 2023-12**

Requested Action: That the City Council conduct a second reading and adopt Ordinance No. 2023-12, entitled:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING (1) CZ23008 TO CHANGE THE ZONING FROM RESIDENTIAL AGRICULTURE (R-A) TO GENERAL RESIDENTIAL (R-3) FOR A PORTION OF APN 165-080-005, CZ23009 TO CHANGE THE ZONING FROM SCENIC HIGHWAY COMMERCIAL (C-P-S) TO R-3 FOR PORTIONS OF APNS 165-140-004, 165-140-029, 165-140-030 AND 165-140-007, AND CZ23010 TO CHANGE THE ZONING FROM C-1/C-P (GENERAL COMMERCIAL) TO R-3 FOR A PORTION OF APN 165-140-008 FOR SIX PARCELS TOTALING 15.8 ACRES LOCATED IMMEDIATELY EAST OF VAN BUREN BOULEVARD AND WEST OF PEDLEY ROAD AT 58TH STREET; AND (2) CZ23011 TO CHANGE TO CHANGE THE ZONING FROM MANUFACTURING-SERVICE COMMERCIAL (M-SC) TO R-3 FOR A PORTION OF APN 163-400-042 TOTALING 3.63 ACRES LOCATED IMMEDIATELY EAST OF BALDWIN AVENUE AND SOUTH OF LIMONITE AVENUE IN THE DE ANZA MARKETPLACE**

**E. AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND KOA CORPORATION FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES**

Requested Action: That the City Council approve the Agreement between the City of Jurupa Valley and KOA Corporation, Inc. for On-Call Construction Management Services 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.

**F. APPROVAL OF COOPERATIVE AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY, HIGHPOINTE EMERALD RIDGE, LLC, AND THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR CONSTRUCTION AND MAINTENANCE OF BELLTOWN 30<sup>TH</sup> STREET STORM DRAINS STAGE 2 GENERALLY LOCATED ALONG AVALON STREET, CANAL STREET, CANAL STREET EXTENSION, AND 30TH STREET**



Requested Action: That the City Council approve the cooperative agreement with the Riverside County Flood Control and Water Conservation District (District) and Century Communities of California LLC, (Developer) and authorize the Mayor to sign the agreement.

**G. REJECTION OF BID FOR THE PUBLIC WORKS SERVICE TRUCK**

Requested Action: That the City Council reject the bid received in response to the Public Works Service Truck Request for Quotes.

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

**15. PUBLIC HEARINGS**

**A. PUBLIC HEARING TO CONSIDER ZCA22010: AMEND REGULATIONS PERTAINING TO (1) ACCESSORY BUILDINGS, TRADITIONAL NEIGHBORHOOD DESIGN STANDARDS, AND FENCES, (2) ESTABLISH SETBACKS IN THE R-2A, R-5, R-A, R-R, R-T, R-D, A-1, A-P, A-2, A-D, W-1, W-2 ZONES, (3) MAKE DEFINITIONAL CHANGE AND (4) DETERMINE THE PROPOSED ORDINANCE IS EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTION 15061 (b)(3) (CONTINUED FROM THE JULY 27, 2023 MEETING)**

Requested Action: That the City Council conduct a public hearing, receive public testimony, and introduce, and conduct the first reading of Ordinance No. 2023-13, entitled:

**AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE JURUPA VALLEY MUNICIPAL CODE TO (1) AMEND REGULATIONS PERTAINING TO DETACHED ACCESSORY BUILDINGS, TRADITIONAL NEIGHBORHOOD DESIGN STANDARDS, AND FENCES, (2) ESTABLISH SETBACKS IN THE R-2A, R-5, R-A, R-R, R-T, R-D, A-1, A-P, A-2, A-D, W-1, W-2 ZONES, (3) MAKE DEFINITIONAL CHANGES PERTAINING TO ACCESSORY BUILDINGS, KITCHENS AND LOTS, AND (4) MAKE A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**16. COUNCIL BUSINESS**

**17. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS**

**18. CITY ATTORNEY'S REPORT**

**19. COUNCIL MEMBER REPORTS AND COMMENTS**



## **20. ADJOURNMENT**

Adjourn to the Regular Meeting of August 17, 2023 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](http://www.jurupavalley.org).*

*Agendas and Minutes are posted on the City's website at [www.jurupavalley.org](http://www.jurupavalley.org).*



# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** AUGUST 3, 2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** ROD BUTLER, CITY MANAGER  
**BY:** JOE PEREZ, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** AGENDA ITEM NO. 2.A

**STUDY SESSION: MASTER APPLICATION (MA) NO. 23192: PRE-APPLICATION REVIEW (PAR) FOR 65 DETACHED CONDOMINIUMS ON 6.9 ACRES LOCATED AT 7586 JURUPA ROAD (APN: 183-030-014); (APPLICANT: WARMINGTON RESIDENTIAL)**

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### **RECOMMENDATION**

1. That the City Council receive an introduction of the proposed project;
2. Identify areas of concern that require additional study and additional information from Staff; and
3. Take no action on the proposed project.

### **STUDY SESSION PROCESS**

This agenda item was requested by the Applicant as an opportunity for the applicant to introduce the proposed project to the City Council and to receive comments about areas of concern that require additional study and additional information from Staff. The City Council will not take any action on the proposed project. Each City Councilmember will have an opportunity to communicate to the applicant any issues that should be studied and addressed prior to the item being reviewed by the Planning Commission and City Council at a future public hearing.

### **BACKGROUND**

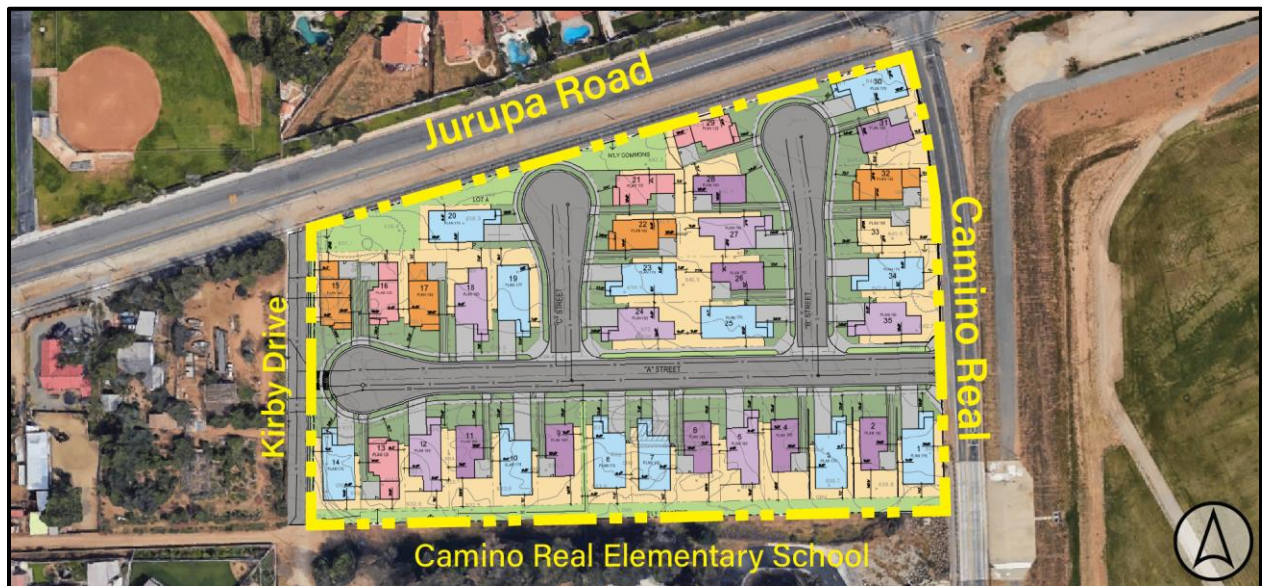
In December 2022, the City Council adopted Ordinance No. 2022-21 approving Master Application (MA) No. 21143 for General Plan Amendment (GPA) No. 21003, Change of Zone (CZ) No. 21004, Tentative Tract Map (TTM) No. 38151, and Site Development Permit (SDP) No. 22089 to permit the construction of a residential community consisting of 35 single-family detached homes, and open space on 6.9 acres (5.1 du/acre) ("the Madone Collection") at 7586 Jurupa Road (APN: 183-030-014).



The approved site plan consists of 35 one- (1) and two- (2) story single-family residential homes ranging in size from 1,215 to 1,800 square feet on lots with an average size of 5,420 square feet. “The Madone Collection” would also include the following amenities and site improvements: 1) open play areas, walking trails, exercise stations, a tot lot, gazebo, barbeque area, and picnic benches and seating; 2) private street improvements; 3) individual lot and streetscape landscaping; 4) a stormwater retention basin; and 5) decorative walls and fencing for screening and privacy. See Exhibit A for the approved site plan.

In June 2023, the applicant submitted a Pre-Application Review (PAR) to explore revising the original approval to a new development consisting of 65 detached condominiums on 6.9 acres (9.4 du/acre).

#### **EXHIBIT A – APPROVED SITE PLAN FOR “THE MADONE COLLECTION”**



#### **PROJECT DESCRIPTION**

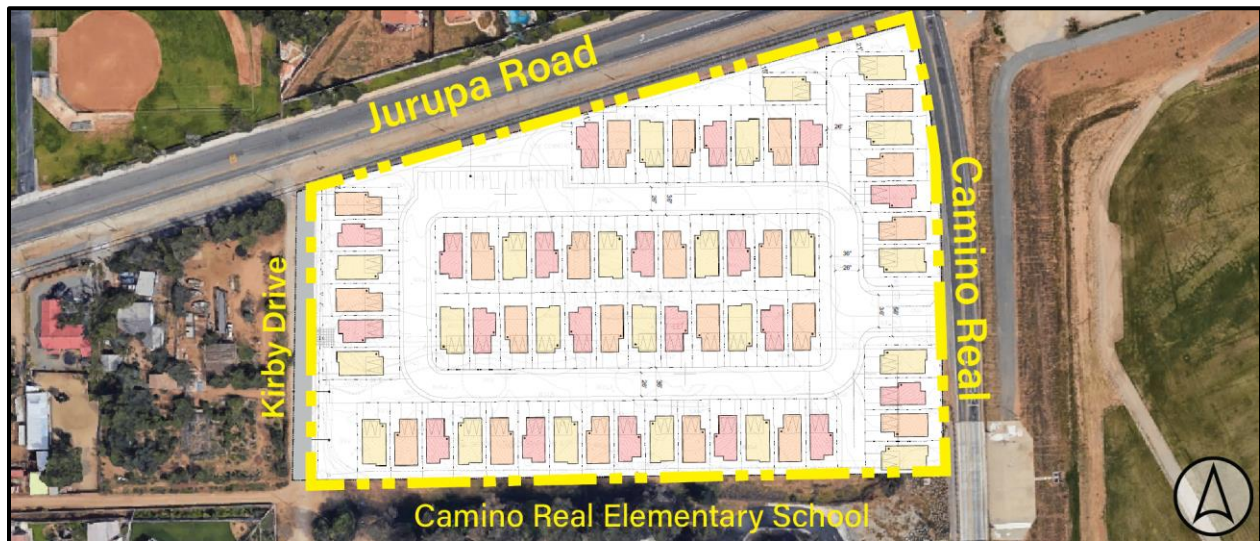
The applicant proposes to construct a residential community consisting of 65 detached condominiums on 6.9 acres (9.4 du/acre) at 7586 Jurupa Road (APN: 183-030-014).

The proposed community would consist of 65 detached condominiums on minimum 2,975 square-foot lots. The unit mix would consist of 43 three- (3) bedroom/2.5 bathroom, and 22 four- (4) bedroom/2.5 bathroom units. The units would range in size from 2,123 square feet to 2,608 square feet, and would all be two (2) stories in height.

The proposed community would likely provide for the same public street improvements as currently approved under “the Madone Collection,” however, the full scope of said improvements would be determined at the time of the project’s formal review. Unlike the currently approved site plan, the proposed community would not provide for any substantial amount of open space nor amenities. See Exhibit B for the proposed conceptual site plan.



## EXHIBIT B – PROPOSED CONCEPTUAL SITE PLAN



The proposed project would require the following entitlements:

1. **Tentative Tract Map:** Subdivide existing 6.9-acre project site into new lots to for the proposed 65 detached condominiums, streets, alleys, guest parking, and retention basin.

Based on the allowed maximum density of 8 du/acre under the existing land use designation of Medium High Density Residential (MHDR), a maximum of 56 units (“base density”) would be permitted. This maximum density was rounded up from 55.2 units because the State Density Bonus law requires fractional units to be rounded up to the next whole number. As the proposed density for the community is 9.4 du/acre (total of 65 units with density bonus units), the project would typically require a General Plan Amendment (GPA) to change the General Plan designation from Medium High Density Residential (MHDR) – up to eight (8) du/acre to High Density Residential (HDR) – up to 14 du/acre. If the project qualifies for a density bonus pursuant to the State of California’s Density Bonus law (California Government Code 65915 – 65918), a GPA would not be required. The Density Bonus is a State mandate meaning that a project which meets the requirements of the State law is entitled to receive the additional density. Further discussion on the Density Bonus is included in the Core Issues section of this staff report.

### PROJECT LOCATION AND SURROUNDING AREA

The project site is located at 7586 Jurupa Road in the central area of the City. The general neighborhood consists of residential uses ranging in density from 0.8 to six (6) dwelling units per acre, recreational uses, and institutional uses. The immediate surrounding land uses include single-family homes to the west and north, Centennial Park to the east, and Camino Real Elementary School to the south. See Exhibit C for site location.



## EXHIBIT C: SITE LOCATION



**TABLE 1: GENERAL PROJECT INFORMATION**

<b>ASSESSOR'S PARCEL NUMBER</b>	183-030-014
<b>TOTAL ACREAGE OF PROJECT SITE</b>	6.9 acres
<b>GENERAL PLAN DESIGNATION</b>	Medium High Density Residential (MHDR) – Up to 8 du/acre
<b>GENERAL PLAN OVERLAY</b>	Equestrian Lifestyle Protection Overlay (ELO)
<b>ZONING CLASSIFICATION</b>	Planned Residential (R-4)

### PROJECT DESIGN AND SITE LAYOUT

#### Architecture, Amenities, and Landscaping

The proposed community would incorporate a mix of Santa Barbara, Monterey, and Cottage architecture with all 65 units being two (2) stories. No unit would exceed 28 feet in height. See Exhibit D for proposed architectural elevations.



## EXHIBIT D: PROPOSED ARCHITECTURAL ELEVATIONS



The proposed community would not include any amenities except for a visitor parking area with 17 spaces, unlike “the Madone Collection” which includes approved: 1) open play areas; 2) walking trails; 3) exercise stations; 4) a tot lot; 5) gazebo; 6) barbeque area; 7) picnic benches and seating; and 8) streetscape landscaping. The perimeter of the community would be improved with a decorative 6-foot tall block wall, and backyards would be internally screened with vinyl fence. Each unit would include a two (2) car garage with no driveway parking being permitted.

### Access, Off-Site Improvements, and Maintenance

The project site would primarily be accessed off Camino Real. Similar to “the Madone Collection”, residents would likely have full right-of-way (ROW) access (left in/out, right in/out) onto Camino Real. Kirby Drive off Jurupa Road would continue to be improved with paving, and remain as the emergency vehicle access point. No gated entries are proposed.

The internal circulation would consist of a single looped main street which most residents would use to directly access their garages. 12 units located on the east side of the community would be accessed via alleys that would connect to/from the main circulating street. The main circulating street would have a ROW width of 36 feet, with 26 feet of roadway, and 5-foot wide sidewalks on both sides. No street trees are proposed, and on-street parking would likely be prohibited due to the narrow roadway.

The full scope of the off-site improvements would be determined at the time of the project’s formal review. The off-site improvements approved with the “The Madone Collection” include: 1) paving of Kirby Drive to a 24-foot wide roadway; 2) an 18-foot wide parkway along Camino Real with curb adjacent street trees, and sidewalk; and 3) improvements to the intersection of Camino Real and the primary access street to the project site. This project does not propose changes to the existing equestrian trail along Jurupa Road.

For this project, the internal main street, alleys, sidewalks, curbs, gutters, visitor parking area, walls, and landscaping would be maintained by a homeowner’s association (HOA).



The stormwater retention basin, and any off-site improvements to Jurupa Road, Camino Real, and Kirby Drive would be publicly owned and maintained. Individual homeowners would be responsible for the maintenance of their lots and homes. Residents would own the interior of their individual detached condominium, along with airspace above.

## CORE ISSUES

1. **Density Bonus Law: Density Bonus Units and Affordability.** The Medium High Density Residential (MHDR) land use designation allows a maximum of eight (8) du/per acre which is a total of 55 units. The applicant is proposing 9.4 du/acre, exceeding the maximum allowed density by 10 units through the State of California's Density Bonus law (California Government Code Sections 65915 – 65918). The Density Bonus is a State mandate meaning that a project which meets the requirements of the State law is entitled to receive the Density Bonus, and other benefits including lower parking requirements, and/or a waiver or concession/incentive to modify development standards.

The Density Bonus is achieved through the direct provision of affordable housing. The amount of Density Bonus is set on a sliding scale, based upon the percentage of affordable units at each income level. Depending on the percentage of affordable units provided, the project can exceed the maximum density from a minimum 20 percent, up to 80 percent for fully affordable housing projects.

As proposed, the applicant would be required to dedicate either: 1) minimum (5) percent or three (3) units as very low-income units; 2) minimum ten (10) percent or six (6) units as low income units; or 3) minimum 23 percent or 13 units as moderate income units to allow for a density 9.4 du/acre. See Table 2 for affordability matrix.

TABLE 2: AFFORDABLE UNIT MATRIX	
AFFORDABILITY LEVEL	*MONTHLY PAYMENT
Very Low Income Unit (may not exceed 30% of 50% of AMI)	\$968.75
Low Income Unit (may not exceed 30% of 70% of AMI)	\$1,356.25
Moderate Income Unit (may not exceed 35% of 75% of AMI)	\$2,486.46
* Monthly payment calculation assumes average medium income (AMI) for a household size of four (4) persons (\$77,500), and includes mortgage loan payments, mortgage insurance payments, property taxes and assessments, homeowner's association fees, reasonable utility allowances, insurance premiums, maintenance costs, and space rent.	



The proposed project would also be subject to the City's Inclusionary Housing requirements. Seven (7) percent of the base density (55 units) would be required to be rented or sold at an affordable housing cost per the Inclusionary Housing requirements. The density bonus units, if qualified, are not subject to the requirements.

## **2. Density Bonus Law: Incentive/Concession, Waiver and Special Parking Requirements.**

Under the State of California's Density Bonus law (California Government Code Sections 65915 – 65918), developments qualifying for a Density Bonus may request to receive three (3) additional forms of assistance from Cities including:

- 1) Incentive/concession: An incentive or concession allows a modification to development standards (example: setback requirement, height restriction, open space requirement, parking), code requirements, or architectural design requirement that make the project economically infeasible for the developer to build. The applicant may apply for one or more incentive/concession depending upon the number of proposed affordable units in the project. A maximum of four may be granted.
- 2) Waiver: A waiver is for a reduction or modification of a development standard (example: setback requirement, height restriction, open space requirement, parking) that could make the construction of a project physically infeasible. The applicant must provide written justification with the waiver request. There is no limit in the total number of waivers that an applicant can request and receive approval.
- 3) Parking requirements: The parking requirements for the project may be reduced for Density Bonus projects.

For the proposed project, the applicant is requesting a waiver from several development standards including: 1) minimum development area for the Planned Residential (R-4) Zone of nine (9) acres; 2) minimum overall area for each dwelling unit of 6,000 square feet; 3) minimum lot area of 3,500 square feet; 4) minimum lot width of 40 feet; 5) minimum front yard setback of 20 feet; 6) minimum recreation area; and 7) minimum open space requirement of 40 percent of the project site.

The applicant is also requesting to use the maximum parking requirements set forth in the State Density Bonus Law of 1.5 parking spaces per two- (2) to three- (3) bedroom units, and 2.5 parking spaces per four- (4) or more bedroom units. Under the reduced parking requirements, the proposed project would be required to provide for a minimum 120 spaces, as oppose to the minimum requirement of 163 per the City's zoning code. The project is exceeding the required minimum under Density Bonus in that the community would have a total of 147 spaces.

The attorney for the applicant, Linda Klein of Cox, Castle & Nicolson, submitted a letter to the City dated June 30, 2023 contending that the "Project qualifies for a density bonus, incentives and concessions, waivers, and certain parking ratios based on its proposal to include a certain number of affordable units on the site (i.e., 3 of 56 "base" units)."



A complete review of the requests made pursuant to the State Density Bonus Law will be completed after the study session.

3. **Equestrian Lifestyle Protection Overlay (ELO).** The project site is located within the Equestrian Lifestyle Protection Overlay (ELO). The ELO is intended to preserve Jurupa Valley's equestrian heritage and lifestyle, and ensures that the keeping of horses and other farm animals can continue, subject to regulations specified in the Zoning Ordinance.

Pursuant to General Plan Policy LUE 5.8, higher density residential development may be allowed in the ELO if equestrian friendly, and if the City Council finds that the project will provide significant overall benefits to equestrian uses and lifestyles. As such, it is strongly recommended that the Applicant ensure the proposed project provides significant overall benefits to equestrian uses and lifestyles.

**DISCUSSION OF ISSUES THAT MAY REQUIRE ADDITIONAL STUDY AND ADDITIONAL INFORMATION FROM STAFF PRIOR TO THE PUBLIC HEARINGS:**

1. Core Issues;
2. General Site Layout;
3. Amenities;
4. Architectural Styles;
5. Equestrian Lifestyle Protection Overlay (ELO); and
6. Other topics not listed.


**FINANCIAL IMPACT**

The time to process this pre-application review will be covered by the Applicant.

Prepared by:

  
\_\_\_\_\_  
Joe Perez  
Community Development Director

Submitted by:

  
\_\_\_\_\_  
Rod B. Butler  
City Manager

Reviewed by:

  
\_\_\_\_\_  
Connie Cardenas  
Administrative Services Director

Reviewed by:

  
\_\_\_\_\_  
Michael Flad  
Assistant City Manager



Reviewed by:

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

Peter M. Thorson  
City Attorney

**ATTACHMENTS:**

1. Project Description and State Density Bonus Law Request Letter
2. Project Plans; and
3. Permission to publish plans.



**ATTACHMENT NO. 1:**  
**PROJECT DESCRIPTION &**  
**STATE DENSITY BONUS LAW REQUEST LETTER**





**Warmington**  
R E S I D E N T I A L

### **Jurupa Valley – Camino Real and Jurupa Rd Project Description**

Warmington Residential is proposing a 65-unit single family detached project located on a 6.92-acre site. The project features two story homes with three floor plans. There are 20 plan 1 units, 22 plan 2 units, and 23 plan 3 units that range from 1,702 square feet to 2,119 sf. Bed and bath counts range from three to four bed units and all have two and a half bathrooms. Architecture is anticipated to reflect Santa Barbara, Monterey, and Cottage themes as shown on the elevations provided. The project will include 65 side by side garage (total 130 spaces), 130 driveway spaces, and 17 open parking spaces for a total of 277 parking spaces. The site will be accessed from Camino Real Avenue. This will be the only point of access for the residents. A secondary EVA will be located on Kirby Dr. Water and Dry Utilities will connect on Camino Real. Sewer connection will be at Kirby Dr.



June 30, 2023

**VIA E-MAIL**

Joe Perez  
Community Development Director  
City of Jurupa Valley  
8930 Limonite Avenue  
Jurupa Valley, CA 92509

**Re: State Density Bonus Law Request Letter for 7586 Jurupa Road Project**

Dear Mr. Perez:

On behalf of our client, Warmington Residential (“Warmington”), we are submitting this State Density Bonus Law (“SDBL”) request for Warmington’s proposed housing development project consisting of 65 single-family residential units (the “Project”) at 7586 Jurupa Road (the “Property”) in the City of Jurupa Valley (the “City”). As set forth below, the Project qualifies for a density bonus, incentives and concessions, waivers, and certain parking ratios based on its proposal to include a certain number of affordable units on the site (i.e., 3 of 56 “base” units).

This letter is organized in three parts. Part 1 describes the Project’s qualification to request the benefits provided under the SDBL, including a density bonus in the first instance.<sup>1</sup> Part 2 provides a legal summary of provisions in the SDBL regarding incentives, concessions, and waivers. Part 3 identifies Warmington’s specific requests under the SDBL for the Project.

**1. Project Qualification Under the SDBL**

The SDBL applies to single-family projects<sup>2</sup> that provide on-site affordable housing and provides for, among other things: increased residential density over the maximum density that otherwise would be allowed under local law; incentives, concessions, and waivers (see Part 2, below); and certain specified maximum vehicular parking ratios (see Part 3.d, below). The various benefits of the SDBL (i.e., incentives, concessions, waivers, and parking ratios) are available even if an increase in residential density is not requested. (Gov. Code, § 65915(f).)

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<sup>1</sup> The City does not appear to have a local density bonus ordinance. The absence of such an ordinance, however, does not relieve the City from complying with the SDBL. (Gov. Code, § 65915(a)(1).)

<sup>2</sup> The SDBL applies to any “housing development,” which is defined as “a development project for five or more residential units, including mixed-use developments.” (Gov. Code, § 65915(i).)



Here, the Property is a 6.92-acre vacant, undeveloped parcel. Warmington proposes to develop 65 single-family residential units, together with associated parking and infrastructure improvements. Three of the single-family homes would be offered for sale at levels affordable to very low income households.

The Property has a General Plan land use designation of Medium High Density Residential (“MHDR”), which allows for single-family residences with a density range of five to eight dwelling units per acre. (General Plan, p. 2-17.) Applied to the Property, this would result in a “base density”<sup>3</sup> of up to 56 residential units for the Project (i.e.,  $6.92 \times 8 = 55.36$ , rounded up<sup>4</sup> to 56 units). The Project’s provision of three of these 56 “base” units at levels affordable to very low income households represents five percent of the total “base” (i.e.,  $3 / 56 = 5.4$  percent), and entitles the Project to a density bonus of 20 percent. (Gov. Code, § 65915(f)(2).)

Applied to the Project, a density bonus of 20 percent would allow for up to 68 residential units (i.e.,  $56 \times 1.2 = 67.2$ , rounded up to 68 units). The Project’s proposed 65 units fall within this total permitted density under the SDBL. The Project’s provision of five percent of “base” units at levels affordable to very low income households also entitles it to receive one incentive or concession under the SDBL (Gov. Code, § 65915(d)(2)(A)), an unlimited number of waivers (*id.* § 65915(e)(1)), and certain parking ratios (*id.* § 65915(p)), all as specified below.

## **2. Incentives, Concessions, and Waivers**

Incentives, concessions, and waivers are subject to—and must be granted according to—certain legal requirements provided in the SDBL, as further described below.<sup>5</sup>

### **a. Incentives and Concessions**

An incentive or concession is a reduction in development standards or modification of zoning or architectural requirements, or any other regulatory incentive or concession proposed by the developer, that results in identifiable and actual cost reductions to provide for affordable housing costs. (Gov. Code, § 65915(k).) The California Housing and Community Development Department (“HCD”) has taken the position that the SDBL “clearly indicates that requirements beyond development standards are eligible” as incentives or concessions, including “regulatory

---

<sup>3</sup> “Base density” means “the maximum number of units allowed under the zoning ordinance, specific plan, or land use element of the general plan.” (Gov. Code, § 65915(o)(6).)

<sup>4</sup> Each component of any density calculation under the SDBL resulting in fractional units, including “base” and “bonus” densities, is rounded up to the next whole number. (Gov. Code, § 65915(q).)

<sup>5</sup> Receipt of any incentive, concession, or waiver does not make a project inconsistent with applicable local standards for purposes of applying the Housing Accountability Act. (Gov. Code, § 65589.5(j)(3).)



requirements,” provided that the request has identifiable and actual cost reductions. (HCD Letter of Inquiry and Technical Assistance to City of San Jose, Dec. 14, 2021, at p. 3.)

The City must grant an incentive or concession unless it can make written findings, based upon substantial evidence, according to certain specified statutory limitations. The only reasons to deny a requested incentive or concession are if: (i) the incentive or concession would not result in identifiable and actual cost reductions; (ii) the incentive or concession would have a specific, adverse impact on public health and safety, and there is no feasible way to mitigate or avoid that impact without rendering the development unaffordable to low income and moderate income households; (iii) the incentive or concession would have an adverse impact on any real property listed in the California Register of Historical Resources; or (iv) the incentive or concession would be contrary to state or federal law. (Gov. Code, § 65915(d)(1).)

#### **b. Waivers**

In addition to any incentives or concessions, a developer may request a waiver of any development standard that would have the effect of physically precluding the construction of a development at the density or with the incentives or concessions permitted by the SDBL. (Gov. Code, § 65915(e)(1).) A “development standard” includes any “site or construction condition including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an onsite open-space requirement, a minimum lot area per unit requirement, or a parking ratio that applies to a residential development pursuant to any ordinance, general plan element, specific plan, charter, or other local condition, law, policy, resolution, or regulation.” (*Id.* § 65915(o)(1).) An applicant is not limited in the number of waivers it may request. (See *id.* § 65915(e)(1).)

The City can deny a waiver only in certain limited circumstances. The only reasons to deny a waiver are if: (i) the waiver would have a specific, adverse impact on health or safety and there is no feasible way to mitigate or avoid the specific adverse impact; (ii) the waiver would have an adverse impact on any real property listed in the California Register of Historical Resources; or (iii) the waiver would be contrary to state or federal law. (*Id.* § 65915(e)(1).) A recent court opinion also has held that a city cannot deny a waiver even if the developer could have designed its project in a way that minimizes the need for the waiver. (*Bankers Hill 150 v. City of San Diego* (2022) 74 Cal.App.5th 755; see *Wollmer v. City of Berkeley* (2011) 193 Cal.App.4th 1329, 1346 [“Standards may be waived that physically preclude construction of a housing development meeting the requirements for a density bonus, period.”].)

While the City can require an applicant to provide reasonable documentation establishing eligibility for a waiver (Gov. Code, § 65915(a)(2)), the required showing is that the project qualifies for a density bonus. (HCD Notice of Violation Letter to the City of Encinitas, Jan. 20, 2022, at p. 3.) HCD also has clarified that a waiver must be granted if necessary to facilitate a requested incentive or concession under the SDBL. (HCD Letter of Technical Assistance to the City of San Jose, May 20, 2022, at pp. 2-3.) These types of “derivative waivers should be considered and approved in a perfunctory manner by the local agency.” (*Id.* at p. 3.)



### **3. Warmington's Specific Requests Under the SDBL**

Based on the foregoing, Warmington makes the following requests under the SDBL.

#### **a. Density Bonus**

As set forth above (see Part 1, above), Warmington is entitled to a density bonus of 20 percent over the otherwise allowed “base density” of 56 residential units. Warmington requests a density bonus of just over 16 percent, allowing for the Project’s proposed provision of 65 total units.

#### **b. Incentives and Concessions**

The number of incentives or concessions a project may receive is based on the percentage of affordable units provided in the project. (*Id.* § 65915(d)(2).) Here, the Project’s provision of five percent of the “base” units (i.e., 3 of 56 units) to very low income households entitles it to receive one incentive or concession. (*Id.* § 65915(d)(2)(A).) Warmington has not identified an incentive or concession at this time, although it reserves the right to do so in the future.

#### **c. Waivers**

The Property is in the R-4 (Planned Residential) zoning district. Warmington requests the following waivers from applicable zoning standards and criteria of the R-4 zone.

##### **i. Minimum Area for Zone**

Warmington requests a waiver from any minimum area requirement of nine acres in the R-4 zone (Muni. Code, § 9.100.030) to allow for the 6.92-acre area of the Project site (note this request is for a waiver under the SDBL, as opposed to the separate waiver procedure described in the City’s R-4 zoning regulations, particularly Municipal Code section 9.100.030). Absent this waiver under the SDBL, the Project could not fit as many residential units on the Property, thereby precluding construction of the proposed housing development project at the permitted density.

##### **ii. Minimum Overall Area for Each Dwelling Unit**

Warmington requests a waiver from the minimum overall area for each dwelling unit of 6,000 square feet (Muni. Code, § 9.100.040(A)) to allow for Project development as proposed. Absent this waiver, the Project could not fit as many residential units on the Property, thereby precluding construction of the proposed housing development project at the permitted density.

##### **iii. Minimum Lot Area**

Warmington requests a waiver from the minimum lot area requirement of 3,500 square feet (Muni. Code, § 9.100.040(B)) to allow for a minimum lot area of 2,975 square feet. Absent



this waiver, the Project could not fit as many residential units on the Property, thereby precluding construction of the proposed housing development project at the permitted density.<sup>6</sup>

#### **iv. Minimum Lot Width**

Warmington requests a waiver from the minimum lot width requirement of 40 feet (Muni. Code, § 9.100.040(B) to allow for a minimum lot width of 35 feet. Absent this waiver, the Project could not fit as many residential units on the Property, thereby precluding construction of the proposed housing development project at the permitted density.

#### **v. Minimum Front Yard**

Warmington requests a waiver from the minimum front yard requirement of 20 feet (Muni. Code, § 9.100.040(D)(1) to allow for a minimum front yard of 18 feet. Absent this waiver, the Project could not fit as many residential units on the Property, thereby precluding construction of the proposed housing development project at the permitted density.

#### **vi. Minimum Recreation Area**

The City's R-4 land use regulations state that "recreation areas shall be of a size, based on the particular use, adequate to meet the needs of the anticipated population, and shall be arranged so as to be readily accessible to the residents of the subdivision." (Muni. Code, § 9.100.040(D)(7).) This regulation is not an objective standard and thus cannot be applied to the Project under the Housing Accountability Act ("HAA").<sup>7</sup> If it could be construed as an objective standard, Warmington requests a waiver to allow for Project development as proposed. Absent such a waiver, the Project could not fit as many residential units on the Property, thereby precluding construction of the proposed housing development project at the permitted density.

#### **vii. Minimum Open Area/Recreational Facilities**

If applicable, Warmington requests a waiver from the planned residential development standard requiring at least 40 percent of the net area of a project to be used for open area or

---

<sup>6</sup> The City's General Plan also refers to lot sizes in the MHDR land use designation ranging from 5,000 to 8,700 square feet (General Plan, p. 2-17) and 4,000 to 6,500 square feet (*id.*, p. 2-34). To the extent the City treats either of these as a lot size limitation, Warmington also requests a waiver of such standard.

<sup>7</sup> The HAA protects housing development projects that are consistent with applicable, objective, general plan, zoning, and subdivision standards and criteria from denial or being conditioned on lower density. (Gov. Code, § 65589.5(j)(1).) For purposes of the HAA, "objective" means "involving no personal or subjective judgment by a public official and being uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official." (*Id.* § 65589.5(h)(8).) Only in rare cases, where a project would have a specific, adverse impact on public health and safety that cannot be mitigated can a jurisdiction deny a housing development project or condition the project to be developed at a lower density. (*Id.*)



recreational facilities (Muni. Code, § 9.240.060) to allow for Project development as proposed. Absent such a waiver, the Project could not fit as many residential units on the Property, thereby precluding construction of the proposed housing development project at the permitted density.

**d. Parking**

The SDBL provides that, upon a developer's request, a city cannot require a parking ratio (inclusive of parking for disabled persons and guests) that exceeds 1.5 parking spaces for two- to three-bedroom units, or 2.5 parking spaces for units with four or more bedrooms. (Gov. Code, § 65915(p)(1).) Parking under these SDBL provisions may be provided through, among other things, tandem parking and/or uncovered parking. (*Id.* § 65915(p)(4).)

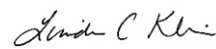
Warmington requests application of these SDBL parking ratios to the Project, which consists of 43 three-bedroom units and 22 four-bedroom units. In compliance with the SDBL, the Project would provide 130 garage parking spaces and 17 open parking spaces (for a total of 147 parking spaces), thereby exceeding the minimum SDBL ratios (i.e.,  $(43 \text{ units} \times 1.5 \text{ spaces}) + (22 \text{ units} \times 2.5 \text{ spaces}) = 119.5 \text{ spaces}$ , rounded up<sup>8</sup> to 120 total required SDBL spaces).

\* \* \*

Please do not hesitate to contact me if you have questions about Warmington's SDBL requests or any other information in this letter.

We look forward to working with the City to bring much needed housing, including affordable housing, to the area.

Sincerely,

  
Linda C. Klein

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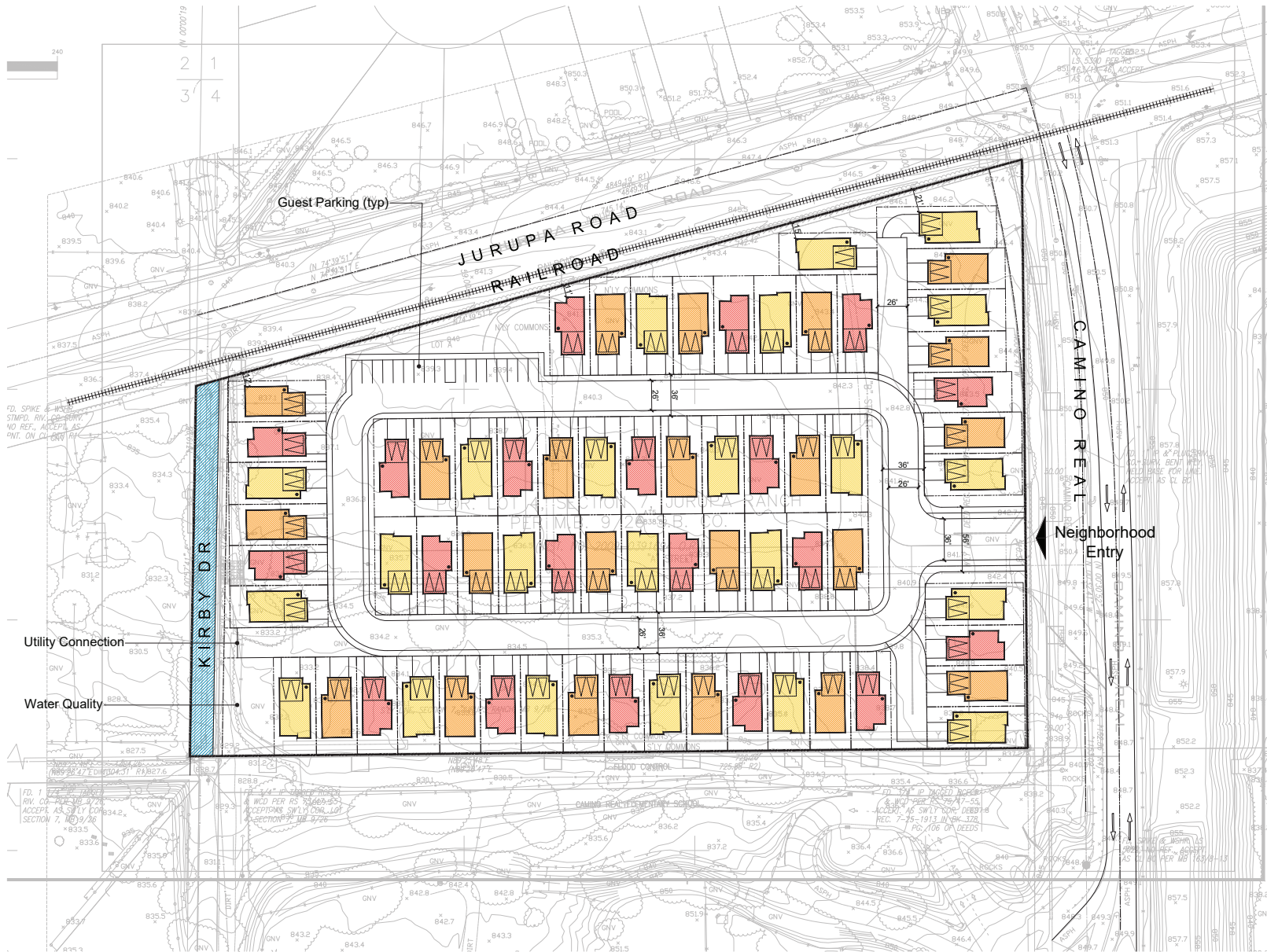
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<sup>8</sup> If the total number of parking spaces required for a development under the SDBL is other than a whole number, the number is rounded up to the next whole number. (Gov. Code, § 65915(p)(4).)



**ATTACHMENT NO. 2:**  
**PROJECT PLANS**





**SITE INFORMATION**  
 APN:  
 Address: 7586 Jurupa Road  
 City: Jurupa Valley, CA  
 County: Riverside County  
 General Plan Designation: MHDR  
 Zoning: R-4 (Planned Development)

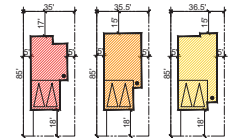
**R-4**  
 Min Lot Size: 3500sf  
 Setbacks:  
 Front: 20'  
 Side: 5'  
 Corner Side: 10'  
 Rear: 10'  
 Open Space: Adequate size for population  
 Parking Required for Planned Res Dev:  
 1 bd: 1.5 sp/unit  
 2+ bd: 2.5 sp/unit  
 State Density Bonus Parking Standards  
 1 bd: 1 sp/unit  
 2 bd: 1.5 sp/unit  
 3 bd: 1.5 sp/unit  
 4 bd: 2.5 sp/unit

**SITE SUMMARY**  
 Development Area: ±6.35 ac

**Units:**  
 20 units - P1 (3bd+loft/2.5ba)  
 22 units - P2 (4bd+loft/2.5ba)  
 23 units - P3 (3bd+loft+flex/2.5ba)  
 65 units - Total

Density: ±10.2 du/ac

**Parking Provided:**  
 130 spaces - Garage Parking (±2 sp/unit)  
 17 spaces - Open Parking (±0.26 sp/unit)  
 147 spaces - Total Parking (±2.26 sp/unit)

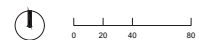


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 17911 Von Karman Ave.,  
 Suite 200  
 Irvine, CA 92614  
 949.851.2133  
 ktgy.com



**JURUPA ROAD**  
 JURUPA, CA # 2023-0375

**OPTION 4**  
**CONCEPTUAL DENSITY STUDY**  
 MAY 23, 2023







LEFT



RIGHT



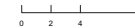
REAR



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ktgy.com



Warmington Residential  
3090 Pullman Street  
Costa Mesa, CA 92626  
714.434.4439



PLAN 1 'B' COTTAGE ELEVATIONS





LEFT



FRONT

- 'C' LEGEND (MONTEREY)**
- 1 Stucco, 16/20
  - 2 Asphalt Shingle Roof
  - 3 Stucco Recess
  - 4 Vinyl Windows
  - 5 Fiberglass Entry Doors
  - 6 Decorative Shutters (Stucco o/ Foam)
  - 7 Decorative Exterior Lights
  - 8 Metal Sectional Garage Door
  - 9 Stucco Head & Sill Trim
  - 10 Decorative Stucco Vents
  - 11 Stucco Column
  - 12 Stucco o/ Foam Trim Band
  - 13 Stucco o/ Foam Bay Window
  - 14 Stucco o/ Foam Corbel
  - 15 Decorative Muntins (On All Sides When Rear Is Enhanced)



RIGHT



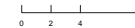
REAR



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Costa Mesa, CA 92626  
714.434.4439



PLAN 2 'C' MONTEREY ELEVATIONS





LEFT



FRONT

- 'A' LEGEND (SANTA BARBARA)**
- 1 Stucco, 16/20
  - 2 Concrete "S" Profile Roof Tile
  - 3 Stucco Recess
  - 4 Vinyl Windows
  - 5 Fiberglass Entry Doors
  - 6 Decorative Shutters (Stucco o/ Foam)
  - 7 Decorative Exterior Light & Address
  - 8 Metal Sectional Garage Door
  - 9 Stucco o/ Foam Eave
  - 10 Decorative Stucco Vent
  - 11 Stucco Arched Soffit
  - 12 Stucco Slope Sill
  - 13 Stucco o/ Foam Scalloped Arched Corbel
  - 14 Not Used
  - 15 Not Used
  - 16 Decorative Muntins (On All Sides When Rear Is Enhanced)



RIGHT



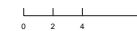
REAR



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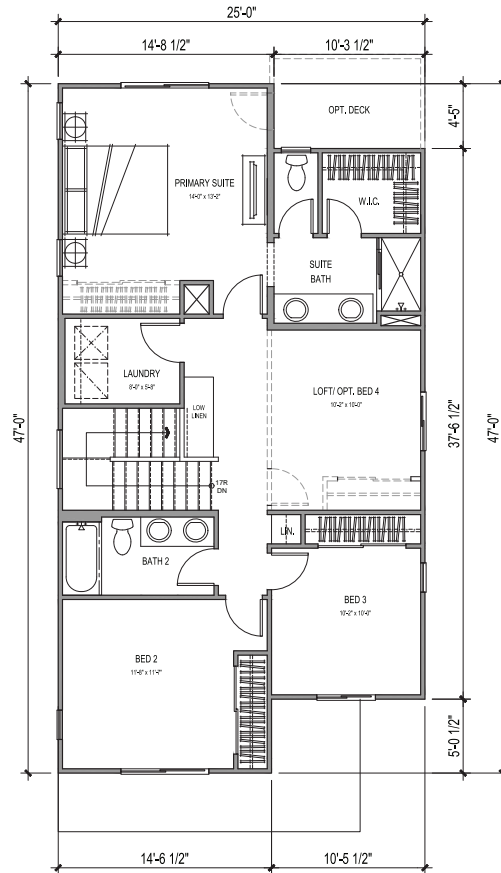


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714.434.4439

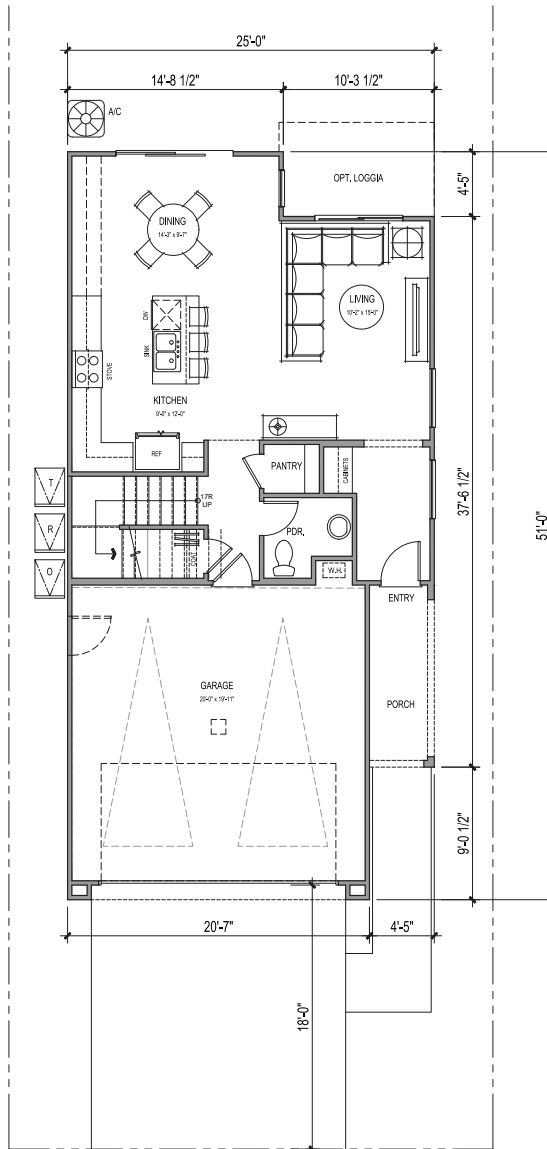


PLAN 3 'A' SANTA BARBARA ELEVATIONS





SECOND FLOOR



FIRST FLOOR

3 BEDS + LOFT/ 2.5 BATH  
4 BEDS / 2.5 BATH

GROSS SF	
1ST FLOOR	693 SQ. FT.
2ND FLOOR	1009 SQ. FT.
TOTAL LIVING	1702 SQ. FT.
GARAGE	421 SQ. FT.
PORCH/PATIO	55 SQ. FT.



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Camino Real and Jurupa Rd  
Jurupa Valley, CA

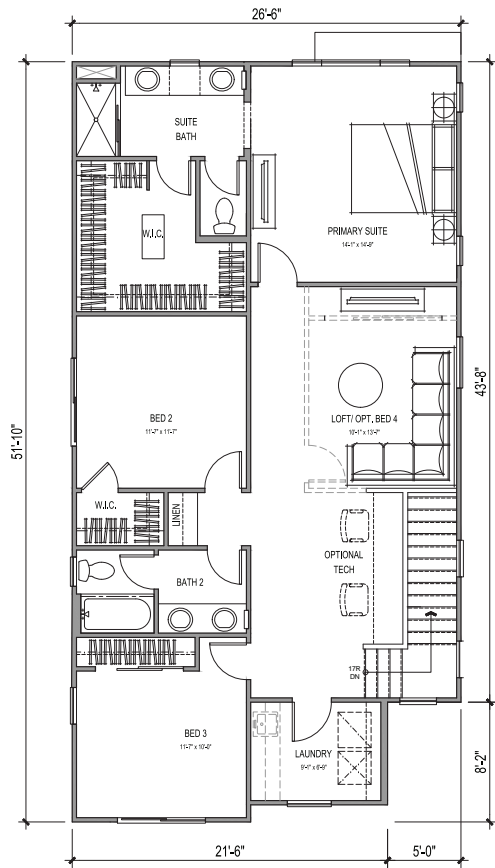


PLAN 1

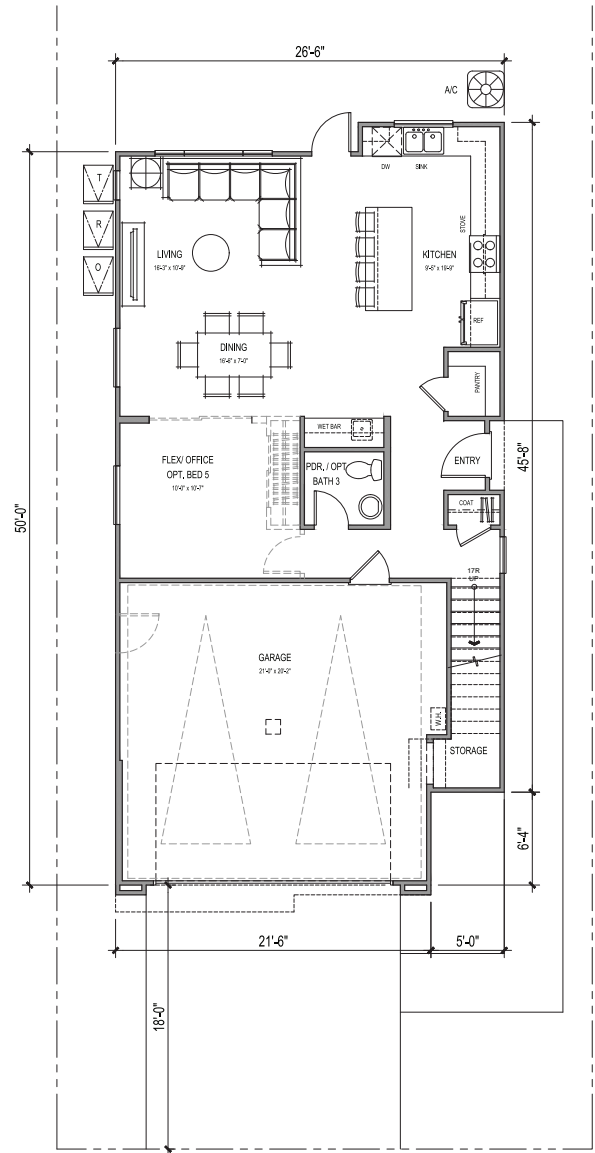




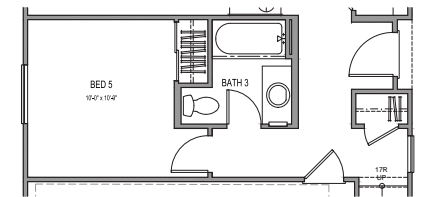




SECOND FLOOR



FIRST FLOOR



OPTIONAL BED 5 / BATH 3

3 BEDS + LOFT+FLEX / 2.5 BATH  
4 BEDS + FLEX/ 2.5 BATH  
5 BEDS + 3 BATHS

GROSS SF	
1ST FLOOR	899 SQ. FT.
2ND FLOOR	1260 SQ. FT.
TOTAL LIVING	2119 SQ. FT.
GARAGE	489 SQ. FT.

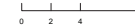


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ktgy.com



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Costa Mesa, CA 92626  
714.434.4439

Camino Real and Jurupa Rd  
Jurupa Valley, CA



PLAN 3



**ATTACHMENT NO. 3:**  
**PERMISSION TO PUBLISH PLANS**



## RE: Permission to Publish Plans

Mike Ouji <MOuji@warmingtongroup.com>

Tue 7/18/2023 1:13 PM

To: Kumail Raza <kraza@jurupavalley.org>

Kumail,

Please see the email chain below:

Hi Mike,

You and the City of Jurupa Valley have my approval to publish our plans in the staff report and other required City correspondence.

Thanks for asking!

**Alan Scales AIA, NCARB**

Principal

**KTGY**

Architecture | Branding | Interiors | Planning

949.221.6256 Direct

949.851.2133 Main

714.296.8716 Cell

**From:** Mike Ouji <[MOuji@warmingtongroup.com](mailto:MOuji@warmingtongroup.com)>

**Sent:** Tuesday, July 18, 2023 9:28 AM

**To:** Alan Scales <[ascales@ktgy.com](mailto:ascales@ktgy.com)>

**Cc:** Bret Ilich <[bret@warmingtongroup.com](mailto:bret@warmingtongroup.com)>

**Subject:** Plan Sign Off - Jurupa Valley

Alan,

The City of Jurupa Valley is requesting sign off allowing them to publish your plans in a staff report for a new project we are working on.

We used the architecture from Haven Park for the conceptual submittal.

Thanks,

---

Michael Ouji | Director of Land Acquisition

**Warmington Residential** | Southern California Division

3090 Pullman Street | Costa Mesa, CA 92626

t: 909.921.9897

[mouji@warmingtongroup.com](mailto:mouji@warmingtongroup.com)

[HomesByWarmington.com](http://HomesByWarmington.com)

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# City of Jurupa Valley

## STAFF REPORT

**DATE:** AUGUST 3, 2023

**TO:** HONORABLE MAYOR AND CITY COUNCIL

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

**SUBJECT:** AGENDA ITEM NO. 13.B

**CHECK REGISTERS**

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### RECOMMENDATION

That the City Council ratify the check registers dated June 28 and July 6, 12, and 21, 2023 as well as the payroll registers dated June 23, 30 and July 8, 2023.

The City Council of the City of Jurupa Valley authorizes expenditures through the annual budget process. The FY 2023-24 Budget was adopted on June 15, 2023. Expenditures not included in the annual budget process are approved by resolution throughout the fiscal year.

### ANALYSIS

All expenditures on the attached check registers have been approved by the City Council and are in conformance with the authority provided by Section 37208 of the Government Code. The check register dated July 12, 2023 includes a \$5,395.70 and a \$14,799.01 payment to Chase Card Services. The Statement, with purchase details, is attached herewith.

### OTHER INFORMATION

None.

### FINANCIAL IMPACT

Check registers:

06/28/23	\$ 276,297.66
07/06/23	\$ 375,456.76
07/12/23	\$ 2,533,034.99
07/12/23	\$ 98,740.04



Check registers continued:

07/21/23      \$ 1,991,342.80

Payroll registers:

06/23/23      \$    257,472.10

06/30/23      \$      3,132.48

07/07/23      \$    310,026.95

TOTAL          \$ 5,845,503.78

## 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 June 28 and July 6, 12 and 21, 2023.
2. Payroll registers dated June 23, 30 and July 7, 2023.



Bank : chase CHASE BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
19355	6/28/2023	02573	ALTA LANGUAGE SERVICES, INC IS656304	5/31/2023	LISTENING & SPEAKING TEST (I	55.00	55.00
		Voucher:					
19356	6/28/2023	03415	AMAZON.COM SERVICES LLC	1J77-FQ77-W719	6/27/2023	JUNE 2023 SUPPLIES - ADMIN S	1,275.72
		Voucher:		1J7X-Y77F-4VVT	6/8/2023	JUNE 2023 SUPPLIES- H.R.	343.71
				1HFB-MLXG-3447	6/5/2023	JUNE 2023 SUPPLIES - PUBLIC V	217.76
				1C6V-H9Q9-4J3C	6/15/2023	JUNE 2023 SUPPLIES - PUBLIC V	150.84
				1Y7K-KHLD-1F3X	6/13/2023	JUNE 2023 SUPPLIES - PUBLIC V	99.73
				1QG3-KKKN-97W	6/6/2023	JUNE 2023 SUPPLIES- H.R.	97.78
				1Y6C-TRXF-9Q1V	6/17/2023	JUNE 2023 SUPPLIES - PUBLIC V	86.15
				13H3-X6CG-1GT9	6/21/2023	JUNE 2023 SUPPLIES - PUBLIC V	84.03
				1QFR-GT1V-3LX1	6/12/2023	JUNE 2023 SUPPLIES - CITY MAI	79.98
				1RDX-CH3N-96TY	6/13/2023	JUNE 2023 SUPPLIES - CITY MAI	66.35
				1967-34J6-3D7J	4/6/2023	APR 2023 SUPPLIES - BLDG DEF	44.24
				1MHH-LRDL-VTV	6/26/2023	JUNE 2023 SUPPLIES- PUBLIC V	42.85
				1FTN-6KXK-VCH	6/26/2023	JUNE 2023 SUPPLIES - ADMIN S	30.04
				1X1H-YK7V-W9GI	6/27/2023	JUNE 2023 SUPPLIES - ADMIN S	30.04
				1FJT-FNXJ-9QYC	6/17/2023	JUNE 2023 SUPPLIES - PUBLIC V	26.93
				1GDX-1TXH-VXV	6/27/2023	JUNE 2023 SUPPLIES - COMM DI	25.81
				1DCD-4GVV-4DTF	6/8/2023	JUNE 2023 SUPPLIES - CITY CLE	24.77
				1MYT-Y7VN-GKJ3	6/14/2023	JUNE 2023 SUPPLIES - PUBLIC V	19.40
19357	6/28/2023	03415	AMAZON.COM SERVICES LLC	1GDX-1TXH-TY4E	6/26/2023	JUNE 2023 SUPPLIES	11.63
		Voucher:					
19358	6/28/2023	03540	AT&T CORP	000020093554	6/13/2023	MAY 2023 FIREALARM LANDLINE	51.90
		Voucher:					
19359	6/28/2023	03691	BANDERAS, KARLA & JUAN	B22-000807 CDWI	4/11/2023	B22-000807 CDWD 5344 RUTILE	2,000.00
		Voucher:					
19360	6/28/2023	03671	BRANT, BILLY J.	B22-001249	5/11/2023	B22-001249 11231 CONNER CIR	364.20
		Voucher:					
19361	6/28/2023	03668	BROWN, STEPHEN	B22-002799	5/9/2023	B22-002799 6361 PATS RANCH R	159.95
		Voucher:					
19362	6/28/2023	03667	CASTANEDA, GRISELDA	B22-002408 CDWI	5/8/2023	B22-002408 CDWD 4759 VILLA W	1,600.00
		Voucher:		B22-002408	5/15/2023	B22-002408 4759 VILLA WOODS I	124.20
19363	6/28/2023	02393	CHARTER COMMUNICATIONS, -	10984993061923	6/19/2023	JUNE 2023 BUSINESS INTERNET	3,408.26
		Voucher:					



Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
19364	6/28/2023	03195	CINTAS	4158877777	6/16/2023	JUN 2023 WEEKLY UNIFORM CLI	174.35
	Voucher:		4158167964	6/9/2023	JUN 2023 WEEKLY UNIFORM CLI	174.35	348.70
19365	6/28/2023	01684	CNTY OF RIVERSIDE SHERIFF DISH0000043551	6/21/2023	FY 22/23 RMS/CLETS SVCS	171,782.00	171,782.00
	Voucher:						
19366	6/28/2023	01100	COLONIAL LIFE INS CO	45220900601132	6/1/2023	JUN 2023 EMP CAFETERIA PLAN	8,074.65
	Voucher:						8,074.65
19367	6/28/2023	03696	DENHOLTZ, MICHAEL	MA22132	5/2/2023	MA22132 8669 LIMONITE AVE	2,625.50
	Voucher:						2,625.50
19368	6/28/2023	03613	DENNIS JANDA, INC.	15862	5/31/2023	MA22237 4TH PLAN CHECK AUTI	715.00
	Voucher:		15861	5/31/2023	FPM37872 6TH PLAN CHECK BRI	185.00	900.00
19369	6/28/2023	00015	EDISON - SOUTHERN CALIFORNIA	700795567570	6/19/2023	CFD TRAFFIC SIGNAL ELECTRIC	144.03
	Voucher:						144.03
VOIDED 19370	6/28/2023	00015	EDISON - SOUTHERN CALIFORNIA	700708819258	6/19/2023	CFD STREET LIGHT ELECTRIC	561.96
	Voucher:		700578058410	6/19/2023	LLMD ELECTRIC CHARGES	180.13	
			700144656245	6/19/2023	CFD ELECTRICAL CHARGES	28.99	
			700283355030	6/19/2023	CFD IRR ELECTRICAL CHARGES	19.60	
			700423088580	6/19/2023	CFD IRR ELECTRICAL CHARGES	8.49	
			700175393020	6/19/2023	CFD IRR ELECTRICAL CHARGES	8.25	
			700309967483	6/19/2023	CFD IRR ELECTRICAL CHARGES	2.53	809.95
19371	6/28/2023	03374	FENG, TIAN	MA22127	6/5/2023	MA22127 3436 DE FOREST CIR	447.64
	Voucher:						447.64
19372	6/28/2023	01727	FUERTE, RICHARD LOPEZ	B22-002826	5/9/2023	B22-002826 6175 BAIN ST	107.00
	Voucher:						107.00
19373	6/28/2023	03695	GOLSON, TIFFANY	MA21022	5/18/2023	MA21022 1995 AGUA MANSA	400.00
	Voucher:		MA21023	5/18/2023	MA21023 1995 AGUA MANSA	268.75	668.75
19374	6/28/2023	01842	GRANICUS, LLC	166058	6/1/2023	MAY 2023 VIDEO STREAMING SV	1,695.00
	Voucher:						1,695.00
19375	6/28/2023	01039	HINDERLITER, DE LLAMAS & ASS	SIN010103	6/30/2021	APR - JUN 2021 2ND QTR ECON	20,000.00
	Voucher:		SIN014239	12/31/2021	OCT - DEC 2021 4TH QTR ECON	9,000.00	29,000.00
19376	6/28/2023	03685	HOANG, ANN MARIE	B22-001472	5/23/2023	B22-001472 11296 HARREL ST	292.25
	Voucher:						292.25
19377	6/28/2023	02241	KENNEDY, ELVIRA	B22-002627 CDW	6/5/2023	B22-002627 CDWD 11550 ANTIGL	2,080.00
	Voucher:						2,080.00
19378	6/28/2023	02993	LEGALSHIELD	061523	6/15/2023	JUN 2023 LEGALSHIELD BENEFI	116.65
	Voucher:						116.65



Bank : chase CHASE BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
19379	6/28/2023	03673	MORALES, EDGAR	B23-000345	5/16/2023	B23-000345 6556 WILLIAM AVE	250.20	250.20
		Voucher:						
19380	6/28/2023	03367	MORAS, ARMANDINA	MA19121	7/1/2022	MA19121 3893 CAMPBELL ST	942.40	942.40
		Voucher:						
19381	6/28/2023	03702	ORTIZ, NELIDA	B22-002403 CDW	5/25/2023	B22-002403 CDWD 5363 LUCRET	2,400.00	2,400.00
		Voucher:						
19382	6/28/2023	03670	PARTIDA, ERIC JAMES	B21-001098	5/9/2023	B21-001098 8010 MARTINGALE E	431.00	431.00
		Voucher:						
19383	6/28/2023	03368	QI MASSAGE	MA18240	7/1/2022	MA18240 7990 LIMONITE AVE	693.63	693.63
		Voucher:						
19384	6/28/2023	02634	RAMBOLL US CONSULTING INC. 1690115405	6/9/2023	CS22003 MAY 2023 JV- APPALOC	1,163.81	1,163.81	
		Voucher:						
19385	6/28/2023	03609	RC HOBBS COMPANY	B21-002233	4/17/2023	B21-002233 9068 BLACK ST	252.50	252.50
		Voucher:						
19386	6/28/2023	00892	RICKS HEATING AND AIR CONDIT	3101	6/7/2023	HVAC SERVICE - JVOC	550.00	
		Voucher:		3108	6/13/2023	HVAC SERVICE - JV SENIOR CEI	520.00	
				3102	6/7/2023	HVAC SERVICE - CITY HALL	360.00	
				3107	6/13/2023	HVAC SERVICE - CITY HALL	350.00	1,780.00
19387	6/28/2023	02522	RIVERSIDE MEDICAL CLINIC	060123	5/30/2023	MAY 2023 LAB SERVICES AR. & C	190.00	190.00
		Voucher:						
19388	6/28/2023	02947	RSG, INC.	I010452	5/31/2023	CS22004 MAY 2023 REVISED DIS	6,627.50	
		Voucher:		I010147	3/31/2023	CS22004 MAR 2023 REVISED DIS	2,985.00	
				I010451	5/31/2023	CS22005 MAY 2023 REVISED RIC	2,768.75	
				I010146	3/31/2023	CS22005 MAR 2023 REVISED RIC	1,036.25	13,417.50



Bank : chase CHASE BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
19389	6/28/2023	01261	RUBIDOUX COMMUNITY SVCS D	15058100-00	6/10/2023	RCSD LLMD WATER CHARGES	2,274.74	
	Voucher:			15058200-00	6/10/2023	RCSD LLMD WATER CHARGES	1,839.15	
				15058000-00	6/10/2023	RCSD LLMD WATER CHARGES	1,437.59	
				15000000-00	6/10/2023	RCSD LLMD WATER CHARGES	1,363.65	
				15026710-00	6/10/2023	RCSD LLMD WATER CHARGES	612.83	
				15013000-01	6/10/2023	RCSD LLMD WATER CHARGES	399.46	
				15012980-01	6/10/2023	RCSD LLMD WATER CHARGES	384.83	
				15009200-02	6/10/2023	RCSD JVOC BLDG WATER CHAR	341.89	
				15009600-02	6/10/2023	RCSD JVOC BLDG IRRIGATION C	317.79	
				15009400-02	6/10/2023	RCSD JVOC BLDG CAR WASH C	212.01	
				15062100-00	6/10/2023	RCSD LLMD WATER CHARGES	95.26	
				15058400-00	6/10/2023	RCSD LLMD WATER CHARGES	34.80	9,314.00
19390	6/28/2023	01656	SHARIFI, CARRIE	B21-001901	5/10/2023	B21-001901 11150 INLAND AVE	232.25	232.25
	Voucher:							
19391	6/28/2023	01043	SHUKLA, PRAVIN	B23-000792 CDW	6/9/2023	B23-000792 CDWD 5385 26TH ST	1,000.00	1,000.00
	Voucher:							
19392	6/28/2023	02349	STERICYCLE, INC.	8004118126	6/18/2023	JUN 2023 RECYCLE	176.80	176.80
	Voucher:							
19393	6/28/2023	03692	STRATEGIC LAND PARTNERS L	FMA21086	4/17/2023	MA21086 APN: 179-270-017	1,663.08	1,663.08
	Voucher:							
19394	6/28/2023	03183	TRUE CLEAN SOURCE	48	6/16/2023	6/12/23 - 6/16/23 JANITORIAL SVC	1,440.00	
	Voucher:			47	6/9/2023	6/5/23 - 6/9/23 JANITORIAL SVCS	1,440.00	2,880.00
19395	6/28/2023	03009	UNITED PET CARE LLC	30021989	6/1/2023	JUN 2023 PET INSURANCE BENE	205.00	205.00
	Voucher:							
19396	6/28/2023	03617	VALLIN, SYLVIA	B22-001038	5/11/2023	B22-001038 4732 VIAGGO CIRCL	71.00	71.00
	Voucher:							
19397	6/28/2023	03180	WHEELER, REX	B21-000773 CDW	5/22/2023	B21-000773 CDWD 5600 MARKE1	10,000.00	10,000.00
	Voucher:							
19398	6/28/2023	03651	ZHAONAN, FENG	B21-002673	6/8/2023	B21-002673 3707 PIONEER DR	431.05	431.05
	Voucher:							
Sub total for CHASE BANK:							277,107.61	



44 checks in this report.

Grand Total All Checks:	<u>277,107.61</u>
Check #19370 / VOIDED:	<u>(809.95)</u>
Grand Total All Checks:	276,297.66



Bank : chase CHASE BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
19399	7/6/2023	03415	AMAZON.COM SERVICES LLC	16KT-7D4N-XR11	6/27/2023	JUNE 2023 OFFICE SUPPLIES - C	76.47
	Voucher:		1NXX-9JFV-1TP3	6/27/2023	JUNE 2023 OFFIE SUPPLIES - CI	68.94	
			1XHQ-9LLD-1T49	5/22/2023	MAY 2023 OFFICE SUPPLIES - CI	35.33	
			1VVG-PHRV-1M3C	6/27/2023	JUNE 2023 OFFICE SUPPLIES - C	11.84	
			19WJ-TNKY-FNGC	6/29/2023	JUNE 2023 OFFICE SUPPLIES- P	8.36	200.94
19400	7/6/2023	01366	CALIFORNIA NEWSPAPERS PRT1060723	6/7/2023	JUL 2023 SUBSCRIPTION RENEV	18.95	18.95
	Voucher:						
19401	7/6/2023	00376	CALTRANS	SL230851	4/18/2023	JAN - MAR 2023 SIGNALS & LIGH	12,055.99
	Voucher:						12,055.99
19402	7/6/2023	02393	CHARTER COMMUNICATIONS, - F1034343062123	6/21/2023	JUL 2023 ENTERPRISE VOICE 6/	119.97	119.97
	Voucher:						
19403	7/6/2023	00024	CITY OF BREA, - ACCOUNT RECIASIT001281	6/26/2023	MAY 2023 IT SVCS	2,680.00	2,680.00
	Voucher:						
19404	7/6/2023	01100	COLONIAL LIFE INS CO	45220900701101	7/1/2023	JULY 2023 EMP. CAFETERIA PLA	8,144.36
	Voucher:						8,144.36
19405	7/6/2023	00099	COUNTY OF RIVERSIDE, TLMAAITL0000016873	4/30/2023	APR 2023 SLF COSTS	32,801.75	32,801.75
	Voucher:						
VOIDED 19406	7/6/2023	03677	CROWN DODGE	3230265	5/31/2023	2023 FORD F-250 4X4 CREW/C ~	82,058.71
	Voucher:						82,058.71
VOIDED 19407	7/6/2023	00057	DEPT OF CONSERVATION	033123	3/31/2023	JAN - MAR 2023 SEISMIC FEES	32,354.38
	Voucher:			123122	7/1/2023	OCT - DEC 2022 SEISMIC FEES	30,876.34
				070122	7/1/2022	2022 FINAL SMIP PAYABLE	18,589.13
				063023	6/30/2023	APR - JUN 2023 SEISMIC FEES	6,251.21
				093022	7/1/2022	JUL - SEP 2022 SEISMIC FEES	5,698.99
							93,770.05
REISSUED 19408	7/6/2023	00015	EDISON - SOUTHERN CALIFORNIA	700578058410	6/19/2023	LLMD ELECTRIC CHARGES	180.13
	Voucher:			700144656245	6/19/2023	CFD ELECTRICAL CHARGES	28.99
				700283355030	6/19/2023	CFD IRR ELECTRICAL CHARGES	19.60
				700423088580	6/19/2023	CFD IRR ELECTRICAL CHARGES	8.49
				700175393020	6/19/2023	CFD IRR ELECTRICAL CHARGES	8.25
				700309967483	6/19/2023	CFD IRR ELECTRICAL CHARGES	2.53
							247.99



Bank : chase CHASE BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
19409	7/6/2023	00015	EDISON - SOUTHERN CALIFORNIA	700575534083	6/30/2023	PUMP STATION ELECTRIC	127.42
	Voucher:			700575417683	6/30/2023	PUMP STATION ELECTRIC	41.08
				700575357463	6/30/2023	PUMP STATION ELECTRIC	34.71
				700576371418	6/30/2023	STREET LIGHT ELECTRIC	17.19
				700575315532	6/30/2023	PUMP STATION ELECTRIC	12.57
				700576159331	6/30/2023	PUMP STATION ELECTRIC	11.28
				700575241669	6/30/2023	IRR ELECTRICAL CHARGES	6.06
				700565103351	6/30/2023	PUMP STATION ELECTRIC	6.06
				700576362324	6/30/2023	PUMP STATION ELECTRIC	6.06
				700576440833	6/30/2023	STREET LIGHT ELECTRIC	5.81
				700575262584	6/30/2023	IRR ELECTRICAL CHARGES	5.07
				700576040204	6/30/2023	STREET LIGHT ELECTRIC	4.65
				700575195593	6/30/2023	STREET LIGHT ELECTRIC	4.07
				700575172153	6/30/2023	IRR ELECTRICAL CHARGES	3.90
				700575163261	6/30/2023	IRR ELECTRICAL CHARGES	3.07
				700576402538	6/30/2023	PUMP STATION ELECTRIC	0.92
							289.92
19410	7/6/2023	00015	EDISON - SOUTHERN CALIFORNIA	700340926752	6/29/2023	LLMD ELECTRIC CHARGES	31.63
	Voucher:			700342882718	6/29/2023	LLMD ELECTRIC CHARGES	18.50
				700423128693	6/29/2023	CFD IRR ELECTRICAL CHARGES	17.51
				700509164863	6/29/2023	CFD STREET LIGHT ELECTRIC	6.06
				700109521734	6/29/2023	CFD STREET LIGHT ELECTRIC	5.81
							79.51
19411	7/6/2023	00015	EDISON - SOUTHERN CALIFORNIA	700576313117	6/30/2023	PUMP STATION ELECTRIC	5.32
	Voucher:						5.32
19412	7/6/2023	00015	EDISON - SOUTHERN CALIFORNIA	700565016657	6/27/2023	LLMD ELECTRIC CHARGES	171.53
	Voucher:			700575074951	6/27/2023	TRAFFIC SIGNAL LIGHT ELECTRIC	111.21
				700564880958	6/27/2023	LLMD ELECTRIC CHARGES	106.55
				700382170546	6/27/2023	CFD PED/IRR ELECTRICAL CHARGES	97.93
							487.22
19413	7/6/2023	00587	FASTENAL COMPANY	CAJUR60697	6/12/2023	PUBLIC WORKS SUPPLIES	1,063.98
	Voucher:			CAJUR60757	6/14/2023	PUBLIC WORKS SUPPLIES	342.11
							1,406.09
19414	7/6/2023	00033	HR GREEN	161861	4/13/2023	71393 MAR 2023 MISSION PH #3	2,738.50
	Voucher:						2,738.50
19415	7/6/2023	00051	JOE A. GONSALVES & SON	160817	6/20/2023	JUL 2023 LEGISLATIVE SERVICE	3,000.00
	Voucher:						3,000.00
19416	7/6/2023	00679	JURUPA AREA PARK AND RECREATION	DI:35	6/1/2023	MAY 2023 EDDIE D. SMITH SR CITY	18,537.81
	Voucher:						18,537.81



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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
19417	7/6/2023	00199	JURUPA COMMUNITY SERVICES	21846-002	6/28/2023	LLMD WATER CHARGES	869.06
	Voucher:		24035-002	6/28/2023	LLMD WATER CHARGES	808.04	
			41542-002	6/28/2023	LLMD WATER CHARGES	701.75	
			42322-002	6/28/2023	LLMD WATER CHARGES	532.25	
			41535-002	6/28/2023	LLMD WATER CHARGES	475.68	
			21844-002	6/28/2023	LLMD WATER CHARGES	469.04	
			37986-004	6/28/2023	LLMD WATER CHARGES	260.98	
			15160-002	6/28/2023	WATER & SEWER	236.79	
			21573-004	6/28/2023	LLMD WATER CHARGES	231.67	
			30160-003	6/28/2023	LLMD WATER CHARGES	218.04	
			42271-002	6/28/2023	LLMD WATER CHARGES	202.69	
			44918-002	6/28/2023	CFD WATER CHARGES	202.22	
			21576-002	6/28/2023	LLMD WATER CHARGES	197.84	
			42890-002	6/28/2023	LLMD WATER CHARGES	188.80	
			34405-003	6/28/2023	LLMD WATER CHARGES	157.02	
			43371-002	6/28/2023	LLMD WATER CHARGES	147.98	
			30162-003	6/28/2023	LLMD WATER CHARGES	120.93	
			30161-003	6/28/2023	LLMD WATER CHARGES	120.93	
			23830-003	6/28/2023	LLMD WATER CHARGES	120.93	
			30163-003	6/28/2023	LLMD WATER CHARGES	120.93	
			37985-003	6/28/2023	LLMD WATER CHARGES	91.47	
			22280-002	6/28/2023	LLMD WATER CHARGES	86.96	
			21574-005	6/28/2023	LLMD WATER CHARGES	86.96	
			30159-003	6/28/2023	LLMD WATER CHARGES	64.36	
			21562-002	6/28/2023	LLMD WATER CHARGES	64.36	
			21575-002	6/28/2023	LLMD WATER CHARGES	64.36	
			41478-001	6/28/2023	WATER & SEWER	34.91	6,876.95
REISSUED 19418	7/6/2023	00020	JURUPA UNIFIED SCHOOL DISTRICT	852	3/2/2023	2/9/23 COMPUTER SUPPORT TE	265.40
	Voucher:		853	3/2/2023	3/2/23 COMPUTER SUPPORT TE	232.23	497.63
19419	7/6/2023	02124	LIEBERT CASSIDY WHITMORE	242368	6/7/2023	ERC MEMBERSHIP 7/1/23 - 6/30/24	4,270.00
	Voucher:						4,270.00
19420	7/6/2023	00244	LOWE'S HIW, INC	060223	6/2/2023	MAY 2023 SUPPLIES - MAINTENANCE	1,381.89
	Voucher:						1,381.89
19421	7/6/2023	01369	MCE CORPORATION	2305003	6/5/2023	MAY 2023 LANDSCAPE MAINTENANCE	117,832.86
	Voucher:						117,832.86



Bank : chase CHASE BANK		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
19422	7/6/2023	01929	METROPOLITAN TRANSPORTATI4926-AR12973	5/1/2023	FY23/24 STREETSAVER SUBSCF	4,500.00	4,500.00
	Voucher:						
19423	7/6/2023	02022	QUADIENT LEASING USA, INC. N9976359	6/7/2023	7/9/23-10/8/23 POSTAGE MACHIN	694.78	694.78
	Voucher:						
19424	7/6/2023	03123	RYAN, KEVIN P. 033	6/29/2023	ARPA ADMINISTRATION SERVICI	4,050.00	4,050.00
	Voucher:						
19425	7/6/2023	01622	SPECIAL DIST RISK MGMT AUTH 73352	5/25/2023	FY23/24 SDRMA ANNUAL WORKI	118,418.43	118,418.43
	Voucher:						
19426	7/6/2023	02554	STANDARD INSURANCE COMPAN070123	7/1/2023	JUL 2023 LIFE INSURANCE PREM	1,166.15	1,166.15
	Voucher:						
19427	7/6/2023	02972	WAXIE SANITARY SUPPLY 81757234	6/5/2023	SANITARY SUPPLIES	2,045.47	3,156.70
	Voucher:		81757236	6/5/2023	SANITARY SUPPLIES	1,111.23	
19428	7/6/2023	01088	WEST COAST ARBORISTS, INC 200594	5/27/2023	TREE MAINTENANCE - VARIOUS	18,000.00	29,660.00
	Voucher:		200800	6/7/2023	6/6-6/7/23 TREE MAINT - TREE &	11,660.00	
19429	7/6/2023	01236	WHITE CAP, L.P. 50022440065	6/6/2023	PUBLIC WORKS SUPPLIES - PEF	4,094.50	4,094.50
	Voucher:						
Sub total for CHASE BANK:							555,242.97



31 checks in this report.

Grand Total All Checks:	555,242.97
Check #17702 / VOIDED:	(851.09)
Check #17708 / VOIDED:	(698.44)
Check #17712 / VOIDED:	(1,524.72)
Check #17729 / VOIDED:	(385.57)
Check #18833 -VOIDED / Check #19418-REISSUED:	(497.63)
Check#19406 / VOIDED:	(82,058.71)
Check#19407 / VOIDED:	(93,770.05)
Grand Total All Checks:	375,456.76



Bank : chase CHASE BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
702	6/1/2023	00027	RICHARDS WATSON GERSHON 242350	6/1/2023	APR 2023 PROFESSIONAL SERV	88,703.82	88,703.82
	Voucher:						
703	6/6/2023	01082	ICMA-RC PPE053123401a	6/6/2023	PPE 05/31/23 PLAN#100284 CITY	225.00	225.00
	Voucher:						
704	6/6/2023	01082	ICMA-RC PPE053123457b	6/6/2023	PPE 05/31/2023 PLAN#307290 CI	4,459.64	4,459.64
	Voucher:						
705	6/13/2023	01082	ICMA-RC PPE060923401a	6/13/2023	PPE 06/09/23 PLAN#100284 CITY	29,056.81	29,056.81
	Voucher:						
706	6/13/2023	01082	ICMA-RC PPE060923457b	6/13/2023	PPE 06/09/23 PLAN#307290 CITY	12,992.18	12,992.18
	Voucher:						
707	6/14/2023	00044	CHASE CARD SERVICES 052123	6/14/2023	JUNE 2023	5,395.70	5,395.70
	Voucher:						
708	6/27/2023	01082	ICMA-RC PPE062323401a	6/27/2023	PPE 06/23/2023 PLAN#100284 CI	28,944.51	28,944.51
	Voucher:						
709	6/27/2023	01082	ICMA-RC PPE062323457b	6/27/2023	PPE 06/23/23 PLAN#307290 CITY	13,099.25	13,099.25
	Voucher:						
710	6/28/2023	00044	CHASE CARD SERVICES 062123	6/28/2023	JUNE 2023	14,799.01	14,799.01
	Voucher:						
19430	7/12/2023	03728	ABUNDEZ, EDWIN 062623	6/23/2023	CPTED CLASS 6/18 - 6/23/23 REII	631.49	631.49
	Voucher:						
19431	7/12/2023	03540	AT&T CORP 000020173941	7/1/2023	FIRE ALARM LANDLINE JUN 2023	51.90	51.90
	Voucher:						
19432	7/12/2023	00097	AWESOME AWARDS 29161	5/25/2023	ENGRAVED NAME ON PLAQUE -	16.16	16.16
	Voucher:						
19433	7/12/2023	03512	CBE OFFICE SOLUTIONS IN2636999	7/5/2023	JUN 2023 COLOR & B/W COPIES	1,261.22	1,261.22
	Voucher:						
19434	7/12/2023	00665	CDW DIRECT, LLC KK68005	6/26/2023	2 NEW DOMAIN CONTROLLER S	3,972.03	3,972.03
	Voucher:						
19435	7/12/2023	03195	CINTAS 4159573525	6/23/2023	JUN 2023 WEEKLY UNIFORM CLI	174.35	174.35
	Voucher:						
19436	7/12/2023	00196	CIVIC SOLUTIONS, INC 070623	7/6/2023	JUNE 2023 BILLING	167,964.50	167,964.50
	Voucher:						
19437	7/12/2023	00049	COUNTY OF RIVERSIDE, SHERIF SH0000043686	6/30/2023	5/4/23 - 5/31/23 POLICE SERVICE	1,553,053.44	1,553,053.44
	Voucher:						



Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
REISSUED 19438	7/12/2023	00057	DEPT OF CONSERVATION	123122	7/1/2023	OCT - DEC 2022 SEISMIC FEES	30,876.34	
				070122	7/1/2022	2022 FINAL SMIP PAYABLE	18,589.13	
				063023	6/30/2023	APR - JUN 2023 SEISMIC FEES	6,251.21	
				093022	7/1/2022	JUL - SEP 2022 SEISMIC FEES	5,698.99	
	Voucher:			033123	3/31/2023	JAN - MAR 2023 SEISMIC FEES	2,793.58	61,415.67
REISSUED 19439	7/12/2023	00057	DEPT OF CONSERVATION					2,793.58
	Voucher:							
19440	7/12/2023	00015	EDISON - SOUTHERN CALIFORNIA	700795394586	7/3/2023	CFD 2015-001 STREET LIGHT EL	3,002.81	3,002.81
	Voucher:							
19441	7/12/2023	00015	EDISON - SOUTHERN CALIFORNIA	700133835691	7/3/2023	CFD 14-002 STREET LIGHT ELEC	8,297.19	
	Voucher:			700617789509	7/3/2023	CFD 2013-001 STREET LIGHT EL	2,180.94	
				700381004324	7/3/2023	LMD STREET LIGHT ELECTRIC	1,400.26	
				700186227314	7/3/2023	STREET LIGHT ELECTRIC	384.51	
				700396738936	7/3/2023	LMD STREET LIGHT ELECTRIC	303.19	
				700390998556	7/3/2023	LMD STREET LIGHT ELECTRIC	167.00	
				700404491458	7/3/2023	LMD STREET LIGHT ELECTRIC	158.75	
				700399867790	7/3/2023	LMD STREET LIGHT ELECTRIC	138.51	
				700393730724	7/3/2023	LMD STREET LIGHT ELECTRIC	113.79	
				700347917422	7/3/2023	CFD STREET LIGHT ELECTRIC	73.27	
				700032972768	7/3/2023	CFD STREET LIGHT ELECTRIC	73.27	
				700395461061	7/3/2023	LMD STREET LIGHT ELECTRIC	57.00	
				700398319430	7/3/2023	LMD STREET LIGHT ELECTRIC	57.00	
				700404180856	7/3/2023	LMD STREET LIGHT ELECTRIC	57.00	
				700404381223	7/3/2023	LMD STREET LIGHT ELECTRIC	57.00	
				700406000921	7/3/2023	LMD STREET LIGHT ELECTRIC	36.74	
				700385257772	7/3/2023	LMD STREET LIGHT ELECTRIC	28.51	
				700398120982	7/3/2023	LMD STREET LIGHT ELECTRIC	28.51	
				700407261012	7/3/2023	LMD STREET LIGHT ELECTRIC	28.51	
				700336117875	7/3/2023	CFD STREET LIGHT ELECTRIC	28.51	
				700386701557	7/3/2023	LMD STREET LIGHT ELECTRIC	18.27	13,687.73



Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
19442	7/12/2023	00015	EDISON - SOUTHERN CALIFORNIA	700800769602	7/3/2023	CFD 2013-001 STREET LIGHT EL	258.84
	Voucher:			700800792335	7/3/2023	CFD 2014-003 STREET LIGHT EL	130.54
				700094412669	7/7/2023	TRAFFIC SIGNAL CHARGES	103.05
				700094115003	7/7/2023	CFD TRAFFIC SIGNAL ELECTRIC	97.87
				700324745536	7/7/2023	SIGNAL LIGHT ELECTRIC CHARGE	90.25
				700197919854	7/3/2023	STREET LIGHT ELECTRIC (HAWAII)	88.96
				700567128732	7/3/2023	STREET LIGHT ELECTRIC	80.61
				700564966945	7/3/2023	STREET LIGHT ELECTRIC	49.79
				700557791066	7/3/2023	STREET LIGHT ELECTRIC	28.23
				700427459341	7/7/2023	SIGNAL LIGHT ELECTRIC CHARGE	27.99
				700316140626	7/3/2023	STREET LIGHT ELECTRIC	21.85
				700634177556	7/3/2023	STREET LIGHT ELECTRIC	15.28
				700199054653	7/3/2023	STREET LIGHT ELECTRIC (HAWAII)	14.46
				700075482212	7/3/2023	SHOPS @ BELLEGRAVE CFD ST	7.24
				700574030785	7/3/2023	STREET LIGHT ELECTRIC	7.00
				700575084651	7/3/2023	STREET LIGHT ELECTRIC	7.00
				700575118704	7/3/2023	STREET LIGHT ELECTRIC	7.00
				700573994413	7/3/2023	PUMP STATION ELECTRIC	6.75
				700573959249	7/3/2023	PUMP STATION ELECTRIC	6.01
				700573969050	7/3/2023	PUMP STATION ELECTRIC	5.68
				700575153157	7/3/2023	STREET LIGHT ELECTRIC	0.41
19443	7/12/2023	00015	EDISON - SOUTHERN CALIFORNIA	700765736838	7/3/2023	CFD STREET LIGHT ELECTRIC	191.07
	Voucher:						1,054.81
							191.07



Bank : chase CHASE BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
19444	7/12/2023	00015	EDISON - SOUTHERN CALIFORNIA	700386851202	7/3/2023	STREET LIGHT ELECTRIC	7,811.94	
	Voucher:		700253324638	7/3/2023	CFD 2013-001 STREET LIGHT EL	4,318.12		
			700111080101	6/30/2023	TRAFFIC SIGNAL ELECTRIC	2,754.60		
			700182611739	7/3/2023	STREET LIGHT ELECTRIC	708.50		
			700615190010	7/7/2023	CFD 2014-001 LIGHT ELECTRIC	287.26		
			700023315511	7/3/2023	STREET LIGHT ELECTRIC	160.56		
			700133734550	7/3/2023	CFD 2013-001 STREET LIGHT EL	142.30		
			700259898511	7/3/2023	CFD STREET LIGHT ELECTRIC	134.62		
			700525999116	7/3/2023	STREET LIGHT ELECTRIC	110.00		
			700352590495	7/3/2023	CFD14-001 STREET LIGHT ELEC	110.00		
			700374434693	7/3/2023	CFD STREET LIGHT ELECTRIC	95.07		
			700329171665	7/3/2023	STREET LIGHT ELECTRIC	91.75		
			700185117975	7/3/2023	CFD STREET LIGHT ELECTRIC	80.08		
			700078039170	7/3/2023	STREET LIGHT ELECTRIC	36.74		
			700563513864	7/3/2023	STREET LIGHT ELECTRIC	18.27		
			700573948135	7/3/2023	PUMP STATION ELECTRIC	6.51		16,866.32
19445	7/12/2023	02180	EMPIRE GROUP OF COMPANIES	62505	6/20/2023	BUSINESS CARDS: DIANNE G.	59.81	59.81
	Voucher:							
19446	7/12/2023	03388	EXP US SERVICES INC.	127150	5/30/2023	71375 APR 2023 SBD-22011466-A	9,657.42	
	Voucher:		129797	6/27/2023	71375 MAY 2023 SBD-22011466-A	4,343.49		14,000.91
19447	7/12/2023	02027	IK CONSULTING, LLC	IK-JV0523d	6/13/2023	MAY 2023 ACCELA CIVIC PLATFC	507.50	
	Voucher:		JV0623b	6/30/2023	JUN 2023 ACCELA CIVIC PLATFC	290.00		797.50
19448	7/12/2023	00679	JURUPA AREA PARK AND REC DI:36		7/6/2023	JUNE 2023 EDDIE DEE SMITH SE	18,768.52	18,768.52
	Voucher:							
19449	7/12/2023	00199	JURUPA COMMUNITY SERVICES	23829-003	7/5/2023	JCSD WATER CHARGES	301.80	
	Voucher:		25472-003	7/5/2023	JCSD WATER CHARGES	215.85		
			40163-003	7/5/2023	IRR WATER CHARGES	197.70		
			23828-003	7/5/2023	JCSD WATER CHARGES	188.80		
			23875-003	7/5/2023	JCSD WATER CHARGES	188.80		
			23342-003	7/5/2023	JCSD WATER CHARGES	179.62		
			21933-002	7/5/2023	JCSD WATER CHARGES	161.54		
			28035-003	7/5/2023	9801 FAIRFORD (IRR)	118.60		
			23343-002	7/5/2023	JCSD WATER CHARGES	105.04		1,657.75
19450	7/12/2023	03174	LONG BEACH BMW MOTORCYCL	1005	6/30/2023	2023 BMW R1250GS-P VIN#WB11	38,077.67	
	Voucher:		1004	6/19/2023	2023 BMW R1250GS-P VIN#	38,077.67		76,155.34



Bank : chase CHASE BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
19451	7/12/2023	00848	MOBILE MODULAR STORAGE	301109411	6/21/2023	JUN 2023 STORAGE CONT# 7325	157.64	157.64
		Voucher:						
19452	7/12/2023	01517	OFFICE DEPOT, INC	316087026001	6/8/2023	JUNE 2023 OFFICE SUPPLIES - A	84.80	
		Voucher:		318442680001	6/14/2023	JUNE 2023 OFFICE SUPPLIES - C	73.89	
				315056784001	5/24/2023	MAY 2023 OFFICE SUPPLIES - BI	56.96	215.65
19453	7/12/2023	02078	PATH OF LIFE MINISTRIES	6/2023Pt4	6/30/2023	CRISIS STABILIZATION UNIT 4 OI	50,000.00	50,000.00
		Voucher:						
19454	7/12/2023	00003	PETTY CASH	062323	6/23/2023	PETTY CASH	149.43	149.43
		Voucher:						
19455	7/12/2023	00052	QUADIENT FINANCE USA, INC.	060123	6/29/2023	JUNE 2023 POSTAGE	4,183.94	4,183.94
		Voucher:						
19456	7/12/2023	00185	REGIONAL CONSERVATION AGEI	060123	6/1/2023	JUN 2023 MSHCP FEES	224,224.31	224,224.31
		Voucher:						
19457	7/12/2023	00892	RICKS HEATING AND AIR CONDIT	3106	6/13/2023	INSTALL NEW MINI SPLIT - BDLG	3,400.00	3,400.00
		Voucher:						
19458	7/12/2023	01363	RIVERSIDE COUNTY, ASSESSOR	23-121407	6/7/2023	MAY 2023 RECORDER BILLING S	89.00	
		Voucher:		23-119511	6/7/2023	MAY 2023 RECORDER BILLING S	14.00	103.00
19459	7/12/2023	02522	RIVERSIDE MEDICAL CLINIC	070523	7/5/2023	JUN 2023 LAB SVCS - KC. & AJ.	190.00	190.00
		Voucher:						
19460	7/12/2023	03726	RRM DESIGN GROUP	2955-01-0523	6/20/2023	CONSULTING SVCS FOR PERMIT	798.75	798.75
		Voucher:						
19461	7/12/2023	01258	STC TRAFFIC, INC.	6067	5/24/2023	IP21-002 ON-CALL TRAFFIC ENG	4,580.00	
		Voucher:		6079	5/25/2023	APR 2023 HSIP CITYWIDE TS CC	3,723.68	
				6069	5/24/2023	PWI20-012 ON-CALL TRAFFIC EN	2,240.00	
				6077	5/25/2023	MA17132 APRIL 2023 ON-CALL TI	1,570.00	
				6073	5/25/2023	MA16045 ON-CALL TRAFFIC ENG	1,110.00	
				6072	5/25/2023	MA21245 ON-CALL TRAFFIC ENG	1,090.00	
				6068	5/24/2023	IP22-005 ON-CALL TRAFFIC ENG	640.00	
				6074	5/25/2023	MA21214 APRIL 2023 ON-CALL TI	427.50	
				6076	5/25/2023	MA22248 APRIL 2023 ON-CALL TI	227.50	
				6071	5/25/2023	MA22153 ON-CALL TRAFFIC ENG	32.50	
				6075	5/25/2023	MA21313 APRIL 2023 ON-CALL TI	32.50	15,673.68
19462	7/12/2023	03576	STORM WATER INSPECTION &	M67478	6/22/2023	50 STORMTEK DEVICES @ VARI	66,750.00	66,750.00
		Voucher:						



Bank : chase CHASE BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
19463	7/12/2023	00370	T&B PLANNING, INC	23-0974	6/18/2023	CS22001 MAY 2023 VERNOLA RA	10,803.75	
	Voucher:		23-0973	6/18/2023	CS19002 MAY 2023 RUBIDOUX C	2,054.07	12,857.82	
19464	7/12/2023	00100	THE GAS COMPANY	070523	7/5/2023	JUNE 2023 GAS SVCS - 5293 MI	99.56	
	Voucher:		070323	7/3/2023	JUNE 2023 GAS SVCS - CITY HAI	14.30	113.86	
19465	7/12/2023	03288	TRIPEPI, SMITH & ASSOCIATES, I	110335	6/29/2023	JUNE 2023 COMM & MARKETING	518.75	518.75
	Voucher:							
19466	7/12/2023	03183	TRUE CLEAN SOURCE	50	6/23/2023	6/26 - 6/30/23 JANITORIAL SVCS	1,440.00	
	Voucher:		49	6/23/2023	6/19 - 6/23/23 JANITORIAL SVCS	1,440.00	2,880.00	
19467	7/12/2023	01295	VAN DYKE LANDSCAPE ARCHITE	22933	4/30/2023	PLAN CHECK FOR APRIL 2023 8	15,512.38	15,512.38
	Voucher:							
19468	7/12/2023	02057	WEST VALLEY WATER DISTRICT	071123	7/11/2023	JUN 2023 - 1090 HALL	52.95	52.95
	Voucher:							
Sub total for CHASE BANK:							2,533,034.99	



apChkLst  
07/12/2023 3:44:02PM

Final Check List  
City of Jurupa Valley

Page: 7

48 checks in this report.

Grand Total All Checks: 2,533,034.99



Bank : chase CHASE BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
19469	7/12/2023	01359	COUNTY OF RIVERSIDE, AUDITOAC0000001997	7/1/2023	LAFCO FEES FY 2023/2024	7,171.17	7,171.17
	Voucher:						
19470	7/12/2023	02234	ENVIRONMENTAL SYSTEMS, RE:94515811	6/29/2023	ACSGIS TERM LICENSE 9/11/23-9	6,050.00	6,050.00
	Voucher:						
19471	7/12/2023	03678	INLAND WROUGHT IRON INC. 1457	7/3/2023	3 HANDRAIL INSTALLATIONS	975.00	975.00
	Voucher:						
19472	7/12/2023	00017	JURUPA VALLEY CHAMBER OF, C11212016-858	7/6/2023	COMMUNITY SPIRIT AWARD SP	2,000.00	2,000.00
	Voucher:						
REISSUED 19473	7/12/2023	03684	LAKE ELSINORE FORD 3230265	5/31/2023	2023 FORD F-250 4X4 CREW/C ~	82,058.71	82,058.71
	Voucher:						
19474	7/12/2023	00848	MOBILE MODULAR STORAGE 301104062	7/15/2023	JULY 2023 STORAGE CONT. #742	280.16	280.16
	Voucher:						
19475	7/12/2023	03009	UNITED PET CARE LLC 30022546	7/1/2023	JUL 2023 PET INSURANCE BENE	205.00	205.00
	Voucher:						
Sub total for CHASE BANK:							98,740.04



7 checks in this report.

Grand Total All Checks: 98,740.04





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June 2023						
S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1
2	3	4	5	6	7	8

New Balance  
**\$6,471.70**  
Minimum Payment Due  
**\$1,294.00**  
Payment Due Date  
**06/15/23**

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

**Minimum Payment Warning:** Enroll in Auto-Pay and avoid missing a payment. To enroll, go to [www.chase.com](http://www.chase.com)

New Balance: 6,471.70  
6/15/23-CC Payment: (5,395.70) ✓  
Credits reflected on June statement: (1,076.00)  
Remaining Balance: 0.00

## ACCOUNT SUMMARY

Account Number: 4246 3152 9324 5666

Previous Balance	\$12,592.88
Payment, Credits	-\$32,695.39
Purchases	+\$26,574.21
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
<b>New Balance</b>	<b>\$6,471.70</b>
Opening/Closing Date	04/22/23 - 05/21/23
Credit Limit	\$25,000
Available Credit	\$18,528
Cash Access Line	\$1,250
Available for Cash	\$1,250
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

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Y 9 21 23/05/21

Page 1 of 3

06630 MA DA 25872

14110000010002587201



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[chase.com/gaycard](http://chase.com/gaycard)

42463152932456660012940000647170000000001

Payment Due Date: 06/15/23  
New Balance: \$6,471.70  
Minimum Payment Due: \$1,294.00

Account number: 4246 3152 9324 5666

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

25872 BEX 9 14123 C  
CONSUELO L CARDENAS  
CITY JURUPA VALLEY  
8930 LIMONITE AVE  
JURUPA VALLEY CA 92509-5019

CARDMEMBER SERVICE  
PO BOX 6294  
CAROL STREAM IL 60197-6294

⑆ 5000 160 28⑆ 1595 293 24 5666 5⑆



# To contact us regarding your account:



**Call Customer Service:**  
In U.S. 1-800-945-2028  
Spanish 1-888-795-0674  
Pay by phone 1-800-439-7958  
International 1-800-350-7099  
We accept operator relay calls



**Send Inquiries to:**  
P.O. Box 15298  
Wilmington, DE 19850-5298



**Mail Payments to:**  
P.O. Box 6294  
Carol Stream, IL 60197-6294



**Visit Our Website:**  
[www.chase.com/condhelp](http://www.chase.com/condhelp)

## Information About Your Account

**Making Your Payments:** The amount of your payment should be at least your minimum payment due, payable in U.S. dollars and drawn on or payable through a U.S. financial institution or the U.S. branch of a foreign financial institution. You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your account.

You may make payments electronically through our website or by one of our customer service phone numbers above. In using any of these channels, you are authorizing us to withdraw funds as a one-time electronic funds transfer from your bank account. In our automated phone system, this authorization is provided via entry of a personal identification number. You may revoke this authorization by cancelling your payment through our website or customer service telephone numbers prior to the payment processing. If we receive your completed payment request through one of these channels by 11:59 p.m. Eastern Time, we will credit your payment as of that day. If we receive your request after 11:59 p.m. Eastern Time, we will credit your payment as of the next calendar day. If you specify a future date in your request we will credit your payment as of that day.

If you pay by regular U.S. mail to the Payments address shown on this statement, write your account number on your check or money order and include the payment coupon in the envelope. Do not send more than one payment or coupon per envelope. Do not staple, clip or tape the documents. Do not include correspondence. Do not send cash. If we receive your properly prepared payment on any day by 5 p.m. local time at our Payments address on this statement, we will credit to your account that day. If your payment is received after 5 p.m. local time at our Payments address on this statement, we will credit it to your account as of the next calendar day.

For all other payments or for any payment type above for which you do not follow our payment instructions, crediting of your payments may be delayed for up to 5 days.

**Account Information Reported To Credit Bureaus:** We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, please write to us at Chase Card Services P.O. Box 16306, Wilmington, DE 19850-5306.

**To Service And Manage Any Of Your Account(s):** By providing my mobile phone number, I am giving permission to be contacted at that number about all of my accounts by JPMorgan Chase and companies working on its behalf. My consent allows the use of text messages, artificial or prerecorded voice messages and automatic dialing technology for informational and account servicing, but not for sales or telemarketing. Messages and data rates may apply.

**Authorization To Convert Your Check To An Electronic Transfer Debit:** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check. Your bank account may be debited as soon as the same day we receive your payment. You will not receive your check back from your institution.

**Conditional Payments:** Any payment check or other form of payment that you send

us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to Card Services, P.O. Box 15049, Wilmington, DE 19850-5049. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make should be sent to the regular Payment address shown on this statement.

**Annual Renewal Notice:** If your Account Agreement has an annual membership fee, you are responsible for it every year your Account is open. We will add your annual membership fee to your monthly billing statement once a year, whether or not you use your account. Your annual membership fee will be added to your purchase balance and may incur interest. The annual membership fee is non-refundable unless you notify us that you wish to close your account within 30 days or one billing cycle (whichever is less) after we provide the statement on which the annual membership fee is billed. Your payment of the annual membership fee does not affect our right to close your Account and to limit your right to make transactions on your Account. If your Account is closed by you or us, the annual membership fee will no longer be billed to your Account.

**Calculation Of Balance Subject To Interest Rate:** To figure your periodic interest charges for each billing cycle when a daily periodic rate(s) applies, we use the daily balance method (including new transactions). To figure your periodic interest charges for each billing cycle when a monthly periodic rate(s) applies, we use the average daily balance method (including new transactions). For an explanation of either method, or questions about a particular interest charge calculation on your statement, please call us at the toll free customer service phone number listed above.

We calculate periodic interest charges separately for each feature (for example, purchases, balance transfers, cash advances or overdraft advances). These calculations may combine different categories with the same periodic rates. Variable rates will vary with the market based on the Prime Rate or such index described in your Account Agreement. There is a transaction fee for each balance transfer, cash advance, or check transaction in the amount stated in your Account Agreement. There is a foreign transaction fee of 3% of the U.S. dollar amount of any foreign transaction for some accounts. Please see your Account Agreement for information about these fees.

**Interest Accrual:** We accrue periodic interest charges on a transaction, fee or interest charge from the date it is added to your daily balance until payment in full is received on your account.

**Credit Limit:** If you want to inquire about your options to help prevent your account from exceeding your credit limit, please call the number on the back of your card.

**Payment Allocation:** When you make a payment, generally, we first apply your minimum payment to the balance on your monthly statement with the lowest APR. Any payment above your minimum payment would generally then be applied to the balance on your monthly statement with the highest APR first. If you do not pay your balance in full each month, you may not be able to avoid interest charges on new purchases.



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To manage your account, including card payments, alerts, and change of address, visit [www.chase.com/cardhelp](http://www.chase.com/cardhelp) or call the customer service number which appears on your account statement.





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



Customer Service:  
1-800-945-2028



Mobile: Download the  
Chase Mobile app today

## ACCOUNT ACTIVITY

Date of Transaction Merchant Name or Transaction Description \$ Amount

04/24	AMZN Mktp US*HF7FK7XIO Amzn.com/bill WA	Supplies	14.00
	VICTORIA WASKO		
	TRANSACTIONS THIS CYCLE (CARD 4932) \$14.00		
05/08	Payment Thank You - Web		-12,592.88
05/16	Payment Thank You - Web		-18,578.88
05/01	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	Subscription	199.90
05/02	PAYFLOW/PAYPAL PAYFLOW-SUPPO NE	Subscription	25.00
05/05	FEDEX573195067 800-4633339 TN	Postage	95.55
05/10	AT&T *PAYMENT 800-288-2020 FL	Internet Device Trvc	192.60
05/19	SPOTLESS EXPRESS CAR WASH 951-934-3959 CA	monthly subscription	360.00
	CONSUELO L CARDENAS		
	TRANSACTIONS THIS CYCLE (CARD 5666) \$30298.71-		
	INCLUDING PAYMENTS RECEIVED		
04/27	UNCLE TETSU #31013 EASTVALE CA	meeting	58.50
05/10	SOUTHWES 5262452666927 800-435-9792 TX		352.97
	052123 1 C ONT LAS		
	2 U LAS ONT	Airfare Conf.	
05/10	SWA*EARLYBRD5269961209791 800-435-9792 TX	Airfare Conf.	20.00
05/10	SWA*EARLYBRD5269961209792 800-435-9792 TX	Airfare Conf.	20.00
05/11	ICSC-NY WWW.ICSC.ORG NY	membership Dues	125.00
05/11	ICSC-NY WWW.ICSC.ORG NY	Conf reg	975.00
05/18	STAPLES 00113910 MIRA LOMA CA	office supplies	10.23
	JOSEPH PEREZ		
	TRANSACTIONS THIS CYCLE (CARD 3681) \$1561.70		
05/01	INTERNATIONAL PUBLIC MAN ALEXANDRIA VA	Credit	-500.00
04/25	TST* BUSHFIRE EASTVALE 909-930-5596 CA	meeting	122.18
04/26	TST* BUSHFIRE EASTVALE 909-930-5596 CA	meeting	141.94
04/26	TST* JD Mission Steakhous Jurupa Valley CA	meeting	121.21
05/09	NATL STDNT CLEARINGHOUSE 703-742-4200 VA	Receps	20.95
05/12	PANERA BREAD #601819 O 951-493-1895 CA	meeting	53.99
05/15	SOUTHWES 5262454352924 800-435-9792 TX	Airfare Conf	688.96
	052123 1 K ONT LAS		
	2 B LAS ONT		
05/17	PANERA BREAD #601819 O 951-493-1895 CA	meeting	56.80
05/16	SOUTHWES 5262454699417 800-435-9792 TX		161.00
	052123 1 K ONT LAS		
	2 K LAS ONT	Airfare	
05/16	SOUTHWES 5262454716396 800-435-9792 TX		263.96
	052423 1 B LAS ONT	Airfare	
05/18	RENAISSANCE HOTELS PAL INDIAN WELLS CA	Conference	808.29
05/18	RENAISSANCE HOTELS PAL INDIAN WELLS CA	Conference	808.29
05/18	RENAISSANCE HOTELS PAL INDIAN WELLS CA	Conference	808.29
05/18	RENAISSANCE HOTELS PAL INDIAN WELLS CA	Conference	808.29
05/20	UBER TRIP HELP.UBER.COM CA	Conference	54.80
05/20	UBER TRIP HELP.UBER.COM CA	Conference	14.84
	MICHAEL FLAD		
	TRANSACTIONS THIS CYCLE (CARD 4781) \$4433.61		
05/17	LAMINATION DEPOT INC 800-925-0054 CA	Credit	-269.32
04/20	VONS #2688 EASTVALE CA	April Delay	47.99
04/24	ASSESSOR/CLERK/RECORDER S 951-9556200 IN	Receps fee	2.28
04/25	MINUTEMAN PRESS RIVERSI RIVERSIDE CA	Reflective Strikers/Supplies	81.10
04/24	ASSESSOR CLERK RECORDER R 951-9556200 CA	Receps fee	100.00
04/25	GOVERNMENT FINANCE OFFIC CHICAGO IL	Conference Reg.	735.00
04/27	HP *HP.COM STORE 888-345-5409 CA	Laptop Pw. engineering	1,008.15
04/29	WLV ACCOUNTING LAS VEGAS NV	Conference Room Block	8,129.01
04/27	LOWES #01743* CORONA CA	Supplies public works	32.66
05/01	PELICAN WIRELESS PELICANWIRELE CA	Subscription	35.88
05/02	HP *HP.COM STORE 888-345-5409 CA	Hardware Video Editing	2,590.79
05/04	LAMINATION DEPOT INC 800-925-0054 CA	Laminator table	269.32
05/08	SOUTHWES 5262451806659 800-435-9792 TX		557.96
	052123 1 B ONT LAS	Airfare	
	2 B LAS ONT		
05/09	SP INDICATOR LOCK CO HTTPSINDICATO NY	Maint Supplies	329.05
05/15	CR LAURENCE CO INC 800-421-8144 CA	Repair Supplies	1,040.16

CONSUELO L CARDENAS

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Statement Date: 05/21/23

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## ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/16	COSTCO WHSE#1317 EASTVALE CA <i>May Day Celebration</i>	31.35
05/18	COSTCO WHSE#1317 EASTVALE CA <i>May Day Celebration</i>	19.27
05/18	COSTCO WHSE#1317 EASTVALE CA <i>May Day Celebration</i>	96.33
05/19	WALMART.COM 800-966-6546 AR <i>IT Supplies</i>	28.52
05/19	USPS PO 0549920793 JURUPA VALLEY CA <i>Postage</i>	9.65
05/19	JOHNSTONE SUPPLY 951-273-9791 CA <i>mark supplies</i>	140.49
	REBECCA ABEYTA TRANSACTIONS THIS CYCLE (CARD 5628) \$14995.64	
04/25	MUNICIPAL MANAGEMENT ASSO 877-3147080 CA <i>membership</i>	90.00
05/03	SP PLANETIZEN STORE HTTPSPLANETIZ CA <i>Supplies</i>	172.19
05/05	CHICAGO BOOKS & JOURNALS CHICAGO IL <i>Supplies</i>	68.17
05/17	SPIRIT AIRL 4870348559662 800-7727117 FL <i>Airfare</i>	343.78
	052123 1 1 BUR LAS 2 V LAS BUR DIANNE GUEVARA TRANSACTIONS THIS CYCLE (CARD 6816) \$674.14	
05/12	CUSTOMINK LLC 8002934232 VA <i>Credit</i>	-727.31
04/21	GO PRINT US INC 323-570-0100 CA <i>Printing Community Event</i>	232.74
05/03	GO PRINT US INC 323-570-0100 CA <i>Printing Community Event</i>	832.91
05/10	PUBLIC ADVERTISING AGENC 619-549-8184 CA <i>Advertising</i>	812.08
05/10	GO PRINT US INC 323-570-0100 CA <i>Printing</i>	62.50
05/16	FSP*PUBLIC RELATIONS SOCI 951-826-6679 CA <i>Registration</i>	15.00
	DEVYN FISHER TRANSACTIONS THIS CYCLE (CARD 8994) \$1227.92	
04/27	LCW LONDON <i>Credit</i>	-27.00
05/02	AMERICAS-TIRE-CO CAL-18 RIVERSIDE CA <i>Maintenance Vehicle</i>	849.73
05/10	TST* VACA Costa Mesa CA <i>Conference</i>	50.37
05/09	IHOP #0922 COSTA MESA CA <i>Conference</i>	23.02
05/11	WOOD RANCH IRVINE IRVINE CA <i>Conference</i>	33.04
05/11	BELLA CUBA INC SANTA ANA CA <i>Conference</i>	24.46
05/12	HILTON HOTELS COSTA MESA COSTA MESA CA <i>Conference</i>	144.00
05/19	WEST COAST CODE CONSULT 925-2751700 CA <i>Training</i>	172.90
	JOSE LUIS IBARRA GENIZ TRANSACTIONS THIS CYCLE (CARD 9243) \$1270.52	

Total: 6,471.70


2023 Totals Year-to-Date	
Total fees charged in 2023	\$0.00
Total interest charged in 2023	\$0.00

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

6/15/23-CC Payment: (5,395.70)  
Credits reflected on June statement: (1,076.00)  
Remaining Balance: 0.00

## INTEREST CHARGES

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

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
 PURCHASES			
Purchases	18.24%(v)(d)	- 0 -	- 0 -
CASH ADVANCES			
Cash Advances	29.24%(v)(d)	- 0 -	- 0 -
BALANCE TRANSFERS			
Balance Transfer	18.24%(v)(d)	- 0 -	- 0 -

30 Days in Billing Period

(v) = Variable Rate

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

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

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





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Customer Service:  
1-800-945-2028

Mobile: Download the  
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July 2023						
S	M	T	W	T	F	S
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

New Balance  
**\$14,827.22**  
Minimum Payment Due  
**\$2,965.00**  
Payment Due Date  
**07/15/23**

Balance: \$14,827.22  
Payment 6/28/23: (14,799.01)  
New Balance: \$28.21

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

**Minimum Payment Warning:** Enroll in Auto-Pay and avoid missing a payment. To enroll, go to [www.chase.com](http://www.chase.com)

## ACCOUNT SUMMARY

Account Number:	4246 3152 9324 5666
Previous Balance	\$6,471.70
Payment, Credits	-\$6,471.70
Purchases	+\$14,827.22
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
<b>New Balance</b>	<b>\$14,827.22</b>
Opening/Closing Date	05/22/23 - 06/21/23
Credit Limit	\$25,000
Available Credit	\$10,172
Cash Access Line	\$1,250
Available for Cash	\$1,250
<b>Past Due Amount</b>	<b>\$0.00</b>
<b>Balance over the Credit Limit</b>	<b>\$0.00</b>

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

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

424631529324566600296500014827220000000004

Payment Due Date: 07/15/23  
New Balance: \$14,827.22  
Minimum Payment Due: \$2,965.00

Account number: 4246 3152 9324 5666

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

25852 BEX 9 17223 C  
CONSUELO L CARDENAS  
CITY JURUPA VALLEY  
8930 LIMONITE AVE  
JURUPA VALLEY CA 92509-5019

CARDMEMBER SERVICE  
PO BOX 6294  
CAROL STREAM IL 60197-6294

⑆ 5000 160 28 ⑆ 1595 293 24 5666 5 ⑆





Manage your account online at:  
[www.chase.com/cardhelp](http://www.chase.com/cardhelp)



Customer Service:  
1-800-945-2028



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## ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
06/07	USPS PO 0565550509 RIVERSIDE CA <i>Postage</i>	8.13
	VICTORIA WASKO	
	TRANSACTIONS THIS CYCLE (CARD 4932) \$8.13	
06/14	Payment Thank You - Web	-5,395.70
06/02	ZOOM.US 888-799-9666 WWW.ZOOM.US CA <i>monthly subscription</i>	199.90
06/02	PAYFLOW/PAYPAL PAYFLOW-SUPPONE <i>monthly subscription</i>	33.00
06/19	SPOTLESS EXPRESS CAR WASH 951-934-3959 CA <i>monthly subscription</i>	360.00
	CONSUELO L CARDENAS	
	TRANSACTIONS THIS CYCLE (CARD 5666) \$4802.80- INCLUDING PAYMENTS RECEIVED	
05/20	FEDEX OFFIC31500003152 BREA CA <i>ICSC Conference</i>	36.82
05/21	RWL VIVA LAS VEGAS NV <i>ICSC Conference</i>	291.43
05/22	WL V FORTUNA LAS VEGAS NV <i>ICSC Conference</i>	50.94
05/22	WL V FORTUNA LAS VEGAS NV <i>ICSC Conference</i>	11.92
05/22	WL V FRESCO LAS VEGAS NV <i>ICSC Conference</i>	641.11
05/23	ONT AIRPT PRKING LOT 4 ONTARIO CA <i>ICSC Conference</i>	42.00
	JOSEPH PEREZ	
	TRANSACTIONS THIS CYCLE (CARD 3681) \$1074.22	
05/20	RENAISSANCE HOTELS PAL INDIAN WELLS CA <i>Credit Contract Cities</i>	-269.43
05/23	RENAISSANCE HOTELS PAL INDIAN WELLS CA <i>Credit Contract Cities</i>	-268.47
05/30	Urban Floris LOVINGLY Fishkill NY <i>Funeral - City of Noeco</i>	242.37
06/13	PCI L749 RIVERSIDE OFFICE RIVERSIDE CA <i>Supplies</i>	4.00
06/14	PCI L749 RIVERSIDE OFFICE RIVERSIDE CA <i>Supplies</i>	4.00
06/15	TST* JD Mission Steakhous Jurupa Valley CA <i>State meeting</i>	117.97
06/19	STAPLES 00113472 BURBANK CA <i>Supplies</i>	7.71
	MICHAEL FLAD	
	TRANSACTIONS THIS CYCLE (CARD 4781) \$161.85-	
05/27	HYATT REGENCY PORTLAND 9712221234 OR <i>Credit GFOA Conf</i>	-538.10
05/22	DOLLAR TREE RIVERSIDE CA <i>Supplies</i>	7.98
05/22	99 CENTS ONLY STORES #285 RIVERSIDE CA <i>Supplies</i>	4.31
05/22	99 CENTS ONLY STORES #285 RIVERSIDE CA <i>Supplies</i>	19.40
05/22	JUAN POLLO 31 RIVERSIDE CA <i>Public Works Week</i>	75.43
05/22	STATERBROS090 RIVERSIDE CA <i>Public Works Week</i>	130.14
05/23	WALMART.COM 800-966-6546 AR <i>IT Supplies</i>	28.36
05/23	WALMART.COM 800-966-6546 AR <i>IT Supplies</i>	16.68
05/24	HP *HP.COM STORE 888-345-5409 CA <i>Laptops, Printer</i>	4,441.62
05/25	HYATT REGENCY PORTLAND 9712221234 OR <i>GFOA Conference</i>	2,390.85
05/28	SMART AND FINAL 789 EASTVALE CA <i>Public Works ICSC mtg</i>	21.32
05/31	EZCATERJERSEY MIKES S 8004881803 MA <i>Public Works ICSC mtg</i>	108.06
06/01	HP *HP.COM STORE 888-345-5409 CA <i>Laptop</i>	1,049.05
06/01	HYATT REGENCY LONG BEACH 5624911234 CA <i>ICSC Conference</i>	677.92
06/02	POSTAL ANNEX #77 CORONA CA <i>Postage</i>	22.70
05/31	PAYPAL *IEASPA 402-935-7733 CA <i>IF Chapter Meeting</i>	35.00
06/06	THE UPS STORE 7307 952-3344051 CA <i>Postage - Rodeo</i>	39.28
06/08	CO OF RIVERSIDE TRANSPORT 951-9551800 CA <i>Permit Rodeo</i>	584.00
06/08	CO RIVERSIDE TRANSPORTATI 951-9550533 IN <i>Permit fees Rodeo</i>	13.32
06/14	BESTBUYCOM806769645422 888BESTBUY MN <i>IT Supplies</i>	48.48
06/15	SQ *APS SINGH LLC DBA THE qosq.com CA	1,736.62
	REBECCA ABEYTA	
	TRANSACTIONS THIS CYCLE (CARD 5628) \$10910.42	
05/22	LAS VEGAS CONVENTION CTR LAS VEGAS NV <i>ICSC Conference</i>	53.76
05/23	WL V FORTUNA LAS VEGAS NV <i>ICSC Conference</i>	85.28
05/25	LYFT *1 RIDE 05-23 855-865-9553 CA <i>ICSC Conference</i>	32.36
06/07	WPY*American Planning Ass 855-999-3729 ID <i>ICSC Conference</i>	35.00
	DIANNE GUEVARA	
	TRANSACTIONS THIS CYCLE (CARD 6816) \$206.40	
05/22	4IMPRINT, INC 4IMPRINT.COM WI <i>Promotional Printing</i>	521.38
06/07	QR-CODE-GENERATOR.COM BIELEFELD <i>Promotional Printing</i>	191.88
	DEVYN FISHER	
	TRANSACTIONS THIS CYCLE (CARD 8994) \$713.26	
06/07	AMERICAN ASSOC OF CODE 830-6134268 CO <i>Training</i>	400.00
	JOSE LUIS IBARRA GENIZ	
	TRANSACTIONS THIS CYCLE (CARD 9243) \$400.00	

May Statement

Credit for May  
Credit for May

Credit for May



## ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
06/08	LOWES #02330* Junupa Valley CA <i>Supplies</i>	7.74
	GREGORY A RENEAU	
TRANSACTIONS THIS CYCLE (CARD 4474) \$7.74		

2023 Totals Year-to-Date	
Total fees charged in 2023	\$0.00
Total interest charged in 2023	\$0.00

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

## INTEREST CHARGES

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

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
<b>PURCHASES</b>			
Purchases	18.24%(v)(d)	- 0 -	- 0 -
<b>CASH ADVANCES</b>			
Cash Advances	29.24%(v)(d)	- 0 -	- 0 -
<b>BALANCE TRANSFERS</b>			
Balance Transfers	18.24%(v)(d)	- 0 -	- 0 -

31 Days in Billing Period

(v) = Variable Rate

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

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

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





Bank : chase CHASE BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
19522	7/21/2023	00246	STATE OF CALIFORNIA DOJ, DEP657460	5/5/2023	APR 2023 SERVICES - SHERIFF'S	875.00		
	Voucher:		664060	6/6/2023	JUNE 2023 LAB SERVICES - SHE	385.00		
			651774	4/11/2023	MAR 2023 SERVICES - SHERIFF'S	385.00		
			657459	5/5/2023	APR 2023 SERVICES - SHERIFF'S	140.00		
			651794	4/11/2023	DEC 2022 SERVICES - SHERIFF'S	35.00		
			651773	4/11/2023	MAR 2023 SERVICES - SHERIFF'S	35.00	1,855.00	
19523	7/21/2023	03472	STATEWIDE EMERGENCY SERV/I3142	6/13/2023	WASTE CLEAN UP - 11010 HOPK	14,667.08	14,667.08	
	Voucher:							
19524	7/21/2023	01258	STC TRAFFIC, INC.	6128	6/12/2023 HSIP TS PROJ #5487 MAY 2023 C	15,982.50		
	Voucher:		6244	7/10/2023	PW122-007 JUN 2023 ON-CALL TR	6,640.00		
			6248	7/10/2023	MA17132 JUN 2023 ON-CALL TR/	3,652.50		
			6125	6/12/2023	PW120-016 MAY 2023 ON-CALL TI	3,000.00		
			6131	6/12/2023	MA21214 MAY 2023 ON-CALL TR/	2,980.00		
			6132	6/12/2023	MA22248 MAY 2023 ON-CALL TR/	2,257.50		
			6134	6/12/2023	MA20269 MAY 2023 ON-CALL TR/	1,660.00		
			6130	6/12/2023	MA16045 MAY 2023 ON-CALL TR/	1,345.00		
			6126	6/12/2023	PW120-012 MAY 2023 ON-CALL TI	900.00		
			6129	6/12/2023	MA22153 MAY 2023 ON-CALL TR/	885.00		
			6246	7/10/2023	MA16045 JUN 2023 ON-CALL TR/	392.50		
			6247	7/10/2023	MA21214 JUN 2023 ON-CALL TR/	295.00		
			6245	7/10/2023	MA21245 JUN 2023 ON-CALL TR/	262.50		
			6243	7/10/2023	MA22153 JUN 2023 ON-CALL TR/	130.00		
			6133	6/12/2023	MA17132 MAY 2023 ON-CALL TR/	32.50	40,415.00	
19525	7/21/2023	03409	TELECHECK SERVICES, INC. G344055045	6/1/2023	JUNE 2023 BANK SERVICE FEES	110.00	110.00	
	Voucher:							
19526	7/21/2023	03288	TRIPEPI, SMITH & ASSOCIATES, I10135	5/31/2023	MAY 2023 COMMUNICATIONS AN	1,500.00	1,500.00	
	Voucher:							
19527	7/21/2023	03183	TRUE CLEAN SOURCE 51	7/7/2023	7/3/23-7/7/23 JANITORIAL SVCS -	1,152.00	1,152.00	
	Voucher:							
19528	7/21/2023	03594	UNITED SITE SERVICES 114-13629634	6/23/2023	JULY 2023- JVOC (6/20/23-7/17/23	46.50	46.50	
	Voucher:							
19529	7/21/2023	03499	VILLAGOMEZ, YESENIA 051023	5/10/2023	MAY 2023 PLANNING COMMISSI	100.00		
	Voucher:		061423	6/14/2023	JUNE 2023 PLANNING COMMISS	100.00		
			071223	7/12/2023	JULY 12, 2023 PLANNING COMMI	50.00	250.00	



Bank : chase CHASE BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
19511	7/21/2023	03228	MONSIDO, INC.	25362	6/9/2023	07/01/23-06/30/24 WEB & ACCES:	4,888.00	4,888.00
	Voucher:							
19512	7/21/2023	02988	MUNICIPAL DENTAL POOL	080123	8/1/2023	AUG 2023 DELTA DENTAL PPO	2,664.14	2,664.14
	Voucher:							
19513	7/21/2023	02081	NEWMAN, PENNY	051023	5/10/2023	MAY 2023 PLANNING COMMISSI	100.00	
	Voucher:			061423	6/14/2023	JUNE 2023 PLANNING COMMISS	100.00	
				071223	7/12/2023	JULY 12, 2023 PLANNING COMMI	50.00	250.00
19514	7/21/2023	01992	PRUITT, ARLEEN F.	051023	5/10/2023	MAY 2023 PLANNING COMMISSI	100.00	
	Voucher:			061423	6/14/2023	JUNE 2023 PLANNING COMMISS	50.00	
				071223	7/12/2023	JULY 12, 2023 PLANNING COMMI	50.00	200.00
19515	7/21/2023	00005	PUBLIC ENTITY RISK MGMT AUTIINV86		7/1/2023	FY 23/24 LIABILITY PROGRAM	1,194,494.00	1,194,494.00
	Voucher:							
19516	7/21/2023	03581	ROADPOST USA INC.	RU313833	6/24/2023	EOC SATELITE PHONE PREPAID	334.75	334.75
	Voucher:							
19517	7/21/2023	01261	RUBIDOUX COMMUNITY SVCS D	15058100-00	7/10/2023	RCSD LLMD WATER CHARGES	2,761.36	
	Voucher:			15058200-00	7/10/2023	RCSD LLMD WATER CHARGES	2,312.17	
				15058000-00	7/10/2023	RCSD LLMD WATER CHARGES	2,308.77	
				15000000-00	7/10/2023	RCSD LLMD WATER CHARGES	1,006.65	
				15026710-00	7/10/2023	RCSD LLMD WATER CHARGES	497.13	
				15012980-01	7/10/2023	RCSD LLMD WATER CHARGES	371.21	
				15009600-02	7/10/2023	RCSD JVOC BLDG IRRIGATION C	358.63	
				15009200-02	7/10/2023	RCSD JVOC BLDG WATER CHAR	338.10	
				15009400-02	7/10/2023	RCSD JVOC BLDG CAR WASH C	212.01	
				15013000-01	7/10/2023	RCSD LLMD WATER CHARGES	205.49	
				15062100-00	7/10/2023	RCSD LLMD WATER CHARGES	95.26	
				15058400-00	7/10/2023	RCSD LLMD WATER CHARGES	42.32	10,509.10
19518	7/21/2023	03123	RYAN, KEVIN P.	34	7/13/2023	ARPA ADMINISTRATIVE SERVICE	4,400.00	4,400.00
	Voucher:							
19519	7/21/2023	02955	SAFETYNETT, INC.	55730	6/6/2023	HP CARTRIDGE TONER SUPPLIE	3,190.45	3,190.45
	Voucher:							
19520	7/21/2023	02129	SHULTZ, LAURA	051023	5/10/2023	MAY 2023 PLANNING COMMISSI	100.00	
	Voucher:			061423	6/14/2023	JUNE 2023 PLANNING COMMISS	100.00	
				071223	7/12/2023	JULY 12, 2023 PLANNING COMMI	50.00	250.00
19521	7/21/2023	00385	SOCAL ASSOC OF GOVERNMENT SCAGFY240083		6/22/2023	DUES FOR FY 2023-2024	12,875.00	12,875.00
	Voucher:							



Bank : chase CHASE BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
19503	7/21/2023	00199	JURUPA COMMUNITY SERVICES	43074-002	7/12/2023	CFD WATER CHARGES	547.25	
	Voucher:		41009-002	7/12/2023	LLMD WATER CHARGES	410.14		
			40264-002	7/12/2023	LLMD WATER CHARGES	396.65		
			43864-002	7/12/2023	CFD IRR WATER CHARGES	299.47		
			43055-002	7/12/2023	LLMD WATER CHARGES	294.95		
			40265-002	7/12/2023	LLMD WATER CHARGES	288.17		
			40893-002	7/12/2023	CFD WATER CHARGES	285.84		
			41884-002	7/12/2023	CFD WATER CHARGES	276.80		
			43381-002	7/12/2023	LLMD WATER CHARGES	254.27		
			40916-002	7/12/2023	LLMD WATER CHARGES	236.12		
			43868-002	7/12/2023	CFD IRRI WATER CHARGES	192.84		
			43927-003	7/12/2023	CFD WATER CHARGES	188.80		
			41885-002	7/12/2023	CFD WATER CHARGES	188.80		
			40895-002	7/12/2023	CFD WATER CHARGES	123.12		
			42064-002	7/12/2023	LLMD WATER CHARGES	64.36		
			40164-002	7/12/2023	IRR WATER CHARGES	64.36		
			21845-002	7/12/2023	LLMD WATER CHARGES	62.09		
			21722-002	7/12/2023	LLMD WATER CHARGES	55.31		
			21723-002	7/12/2023	LLMD WATER CHARGES	50.79		4,280.13
19504	7/21/2023	02649	KEENAN & ASSOCIATES, FRMS	080123	8/1/2023	AUG 2023 MEDICAL INSURANCE	50,287.41	50,287.41
	Voucher:							
19505	7/21/2023	03389	KILEY & ASSOCIATES, LLC.	PM230630	6/30/2023	JUNE 2023 PROFESSIONAL SER	4,500.00	4,500.00
	Voucher:							
19506	7/21/2023	01968	KOA CORPORATION	JC36045-4	6/30/2023	71376 JUNE 2023 PROF SVCS SL	47,380.18	47,380.18
	Voucher:							
19507	7/21/2023	02993	LEGALSHIELD	071523	7/15/2023	JULY 2023 LEGALSHIELD BENE	138.55	138.55
	Voucher:							
19508	7/21/2023	02990	LIBERTY DENTAL PLAN OF CA, IN	0001635982	7/5/2023	AUG 2023 DENTAL HMO	520.92	520.92
	Voucher:							
19509	7/21/2023	03590	LINCOLN FINANCIAL GROUP	4575232457	7/10/2023	AUG 2023 INSURANCE PREMIUM	5,227.73	5,227.73
	Voucher:							
19510	7/21/2023	01369	MCE CORPORATION	2306004	7/1/2023	JUNE 2023 STREET MAINTENAN	53,500.00	
	Voucher:		2306018	7/3/2023	JUNE 2023 JVOC ENHANCEMEN	4,984.35		
			2306020	7/5/2023	JUNE 2023 ADDITIONAL WORK -	194.86		58,679.21



Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
19492	7/21/2023	00015	EDISON - SOUTHERN CALIFORNIA	7/10/2023	PUMP STATION ELECTRIC	18.92	
	Voucher:		700078631678	7/12/2023	TRAFFIC SIGNAL ELECTRIC	15.22	
			700134780635	7/10/2023	CFD IRR ELECTRICAL CHARGES	7.93	42.07
19493	7/21/2023	02180	EMPIRE GROUP OF COMPANIES	7/10/2023	BUSINESS CARDS	119.63	119.63
	Voucher:		62684				
19494	7/21/2023	01278	FAIR HOUSING CNCL OF RIVERS	7/5/2023	FAIR HOUSING & LANDLORD/TEI	2,054.52	2,054.52
	Voucher:		12				
19495	7/21/2023	00587	FASTENAL COMPANY	6/23/2023	PUBLIC WORKS SUPPLIES	349.52	349.52
	Voucher:		CAJUR61077				
19496	7/21/2023	03629	FORENSIC NURSES OF SOCAL,	6/24/2023	06/22/2023 LAB SVCS- SHERIFF'S	1,400.00	1,400.00
	Voucher:		12206				
19497	7/21/2023	02392	GOGOV, INC.	7/3/2023	FY 23/24 GOREQUEST CRM &GC	16,056.00	16,056.00
	Voucher:		23-261				
19498	7/21/2023	01765	GRC ASSOCIATES, INC.	7/6/2023	HOME REHAB PROGRAM - ADMI	9,450.00	
	Voucher:		48-0623	7/18/2023	ARPA: \$2,280.00 PROGRAM ADM	2,280.00	11,730.00
19499	7/21/2023	00033	HR GREEN	6/11/2023	MAY 2023 PROF SVCS	256,884.05	256,884.05
	Voucher:		163694				
19500	7/21/2023	03625	IE GENERAL ENGINEERING INC.	6/13/2023	PROGRESS PAYMENT 3 FOR SU	95,326.80	95,326.80
	Voucher:		3				
19501	7/21/2023	00264	J&S STRIPING CO, INC	6/27/2023	CITY WIDE STRIPING FROM 6/12	55,367.03	55,367.03
	Voucher:		11942				
19502	7/21/2023	02659	JACKSON, HAKAN HONON	6/14/2023	JUNE 2023 PLANNING COMMISS	100.00	
	Voucher:		061423	7/12/2023	JULY 12, 2023 PLANNING COMMI	50.00	150.00
			071223				



Bank : chase CHASE BANK			(Continued)				
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
			75294	12/6/2021	DEC 2021 LAB SVCS - SHERIFF'S	61.22	9,203.96
19478	7/21/2023	03030	AMERICAN RENTALS, INC. 533899	6/28/2023	PW BACKHOE JOHN DEERE BUC	1,042.53	1,042.53
		Voucher:					
19479	7/21/2023	02632	AMERITAS LIFE INSURANCE COF070123	7/1/2023	JULY 2023 VISION	750.19	750.19
		Voucher:					
19480	7/21/2023	01367	APSCREEN 16166	7/14/2023	EMPLOYMENT BACKGROUND C	95.00	95.00
		Voucher:					
19481	7/21/2023	03540	AT&T CORP 071323	7/13/2023	FIREALARM LANDLINE JUNE 202	52.18	52.18
		Voucher:					
19482	7/21/2023	03724	B&H FOTO & ELECTRONICS COR214930258	7/13/2023	PHOTOGRAPHY EQUIPMENT	5,354.58	5,354.58
		Voucher:					
19483	7/21/2023	00233	BIO-TOX LABORATORIES INC 44236	4/17/2023	MAR 2023 LAB SERVICES - SHEF	2,435.65	
		Voucher:	44235	4/17/2023	MAR 2023 LAB SERVICES - SHEF	2,009.95	
			44492	6/26/2023	MAY 2023 LAB SERVICES - SHEF	1,869.65	
			44491	6/26/2023	MAY 2023 LAB SERVICES - SHEF	1,653.45	
			44361	5/15/2023	APR 2023 LAB SERVICES - SHEF	1,627.80	
			44360	5/15/2023	APR 2023 LAB SERVICES - SHER	958.95	10,555.45
19484	7/21/2023	01610	BOYER, WAYNE 1114	7/11/2023	PUBLIC SAFETY/ MOTOR UNIFO	3,054.04	3,054.04
		Voucher:					
19485	7/21/2023	02393	CHARTER COMMUNICATIONS, - I1028733071023	7/10/2023	JULY 2023 BUSINESS ENTERPRI	50.21	50.21
		Voucher:					
19486	7/21/2023	03195	CINTAS 4160952129	7/7/2023	JULY 2023 WEEKLY UNIFORM CL	174.35	
		Voucher:	4160278124	6/30/2023	JUNE 2023 WEEKLY UNIFORM C	174.35	348.70
19487	7/21/2023	00024	CITY OF BREA, - ACCOUNT RECIASIT001291	7/17/2023	JUNE 2023 IT SVCS	2,680.00	2,680.00
		Voucher:					
19488	7/21/2023	01616	COUNTY OF LOS ANGELES, AGR231306	4/24/2023	SCALES RECERTIFICATION/ INS	126.99	126.99
		Voucher:					
19489	7/21/2023	03495	DISABILITY ACCESS CONSULTAN23-149	6/30/2023	71405 JUNE 2023 ADA SELF-EVA	18,500.00	
		Voucher:	23-136	5/31/2023	71405 MAY 2023 ADA SELF-EVAL	17,300.00	35,800.00
19490	7/21/2023	03591	DOOR & WINDOW GUARD SYSTEI-0000208985	7/7/2023	7/8/23-8/7/23 SECURITY EQUIP R	937.00	
		Voucher:	I-0000205745	6/17/2023	6/17/23-7/17/23 SECURITY EQUIF	296.57	1,233.57
19491	7/21/2023	00015	EDISON - SOUTHERN CALIFORNIA600001004463	7/3/2023	TRAFFIC SIGNAL ELECTRIC	9,279.93	9,279.93
		Voucher:					



Bank : chase CHASE BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
711	6/30/2023	01251	WEX BANK	89665478	5/31/2023	MAY 2023 FUEL CHARGES	5,742.50	5,742.50
	Voucher:							
19476	7/21/2023	03728	ABUNDEZ, EDWIN	062623	6/23/2023	CPTED CLASS 6/18 - 6/23/23 REII	372.73	372.73
	Voucher:							
19477	7/21/2023	00240	AMERICAN FORENSIC NURSES,	77817	6/26/2023	JUNE 2023 LAB SVCS - SHERIFF	1,616.54	
	Voucher:							
				77816	6/26/2023	JUNE 2023 LAB SVCS - SHERIFF	1,610.47	
				76486	9/19/2022	SEP 2022 LAB SVCS - SHERIFF'S	523.15	
				77815	6/26/2023	JUNE 2023 LAB SVCS - SHERIFF	489.76	
				77814	6/26/2023	JUNE 2023 LAB SVCS - SHERIFF	434.10	
				77649	5/22/2023	MAY 2023 LAB SVCS - SHERIFF'S	340.32	
				77854	6/29/2023	JUNE 2023 LAB SVCS - SHERIFF	334.25	
				77852	6/29/2023	JUNE 2023 LAB SVCS - SHERIFF	306.10	
				77791	6/21/2023	JUNE 2023 LAB SVCS - SHERIFF	303.86	
				77605	5/9/2023	MAY 2023 LAB SVCS - SHERIFF'S	267.40	
				77736	6/7/2023	JUNE 2023 LAB SVCS - SHERIFF	267.40	
				77853	6/29/2023	JUNE 2023 LAB SVCS - SHERIFF	255.24	
				77529	4/25/2023	APR 2023 LAB SVCS - SHERIFF'S	237.01	
				77735	6/7/2023	JUNE 2023 LAB SVCS - SHERIFF	200.55	
				75355	12/22/2021	DEC 2021 LAB SVCS - SHERIFF'S	183.66	
				75391	1/3/2022	JAN 2022 LAB SVCS - SHERIFF'S	183.66	
				75832	3/22/2022	MAR 2022 LAB SVCS - SHERIFF'S	183.66	
				77528	4/25/2023	APR 2023 LAB SVCS - SHERIFF'S	170.16	
				77611	5/9/2023	MAY 2023 LAB SVCS - SHERIFF'S	139.77	
				77790	6/21/2023	JUNE 2023 LAB SVCS - SHERIFF	139.77	
				77540	4/25/2023	APR 2023 LAB SVCS - SHERIFF'S	133.70	
				77745	6/15/2023	JUNE 2023 LAB SVCS - SHERIFF	133.70	
				75293	12/6/2021	DEC 2021 LAB SVCS - SHERIFF'S	122.44	
				75390	1/3/2022	JAN 2022 LAB SVCS - SHERIFF'S	122.44	
				77604	5/9/2023	MAY 2023 LAB SVCS - SHERIFF'S	109.38	
				77450	3/31/2023	MAR 2023 LAB SVCS - SHERIFF'S	66.85	
				77648	5/22/2023	MAY 2023 LAB SVCS - SHERIFF'S	66.85	
				77576	5/3/2023	MAY 2023 LAB SVCS - SHERIFF'S	66.85	
				77623	5/11/2023	MAY 2023 LAB SVCS - SHERIFF'S	66.85	
				77792	6/21/2023	JUNE 2023 LAB SVCS - SHERIFF	66.85	



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07/21/2023 8:39:36AM

Final Check List  
City of Jurupa Valley

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56 checks in this report.

Grand Total All Checks: 1,991,342.80



Bank : chase CHASE BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
19530	7/21/2023	02972	WAXIE SANITARY SUPPLY	81763685	6/7/2023	SANITARY SUPPLIES	1,035.15
	Voucher:		81764095	6/7/2023	SANITARY SUPPLIES	20.32	1,055.47
						Sub total for CHASE BANK:	1,991,342.80



**CASH REQUIREMENTS****CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 06/28/23: \$257,472.10**

**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**

<b>SUMMARY BY TRANSACTION TYPE -</b>	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	257,472.10
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	257,472.10
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	43,155.67
	CASH REQUIRED FOR CHECK DATE 06/28/23	300,627.77

**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>		<b>BANK DRAFT AMOUNTS &amp; OTHER TOTALS</b>
06/27/23	JPMORGAN CHASE BANK,	xxxxxxxxxxxx176	Direct Deposit	Net Pay Allocations	207,833.56	207,833.56
				<b>EFT FOR 06/27/23</b>		<b>207,833.56</b>
06/28/23	JPMORGAN CHASE BANK,	xxxxxxxxxxxx176	Taxpay®	Employee Withholdings		
				Medicare	3,983.00	
				Fed Income Tax	28,179.36	
				CA Income Tax	13,190.11	
				<b>Total Withholdings</b>	<b>45,352.47</b>	
				Employer Liabilities		
				Medicare	3,982.90	
				CA Disability	66.54	
				CA Unemploy	229.22	
				CA Emp Train	7.41	
				<b>Total Liabilities</b>	<b>4,286.07</b>	49,638.54
				<b>EFT FOR 06/28/23</b>		<b>49,638.54</b>
				<b>TOTAL EFT</b>		<b>257,472.10</b>

**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>		<b>TOTAL</b>
06/28/23	Refer to your records for account information		Payroll	Employee Deductions		
				401A Contributions	2,286.47	
				401a EE Pretax	7,331.53	
				457b EE Catch Up	250.00	
				457b EE Pretax	12,237.92	
				457b EE Roth	611.33	
				Med FSA EE Pretax	1,097.93	
				<b>Total Deductions</b>	<b>23,815.18</b>	



**CASH REQUIREMENTS****CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 07/05/23: \$3,132.48**

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

**TRANSACTION SUMMARY**

<b>SUMMARY BY TRANSACTION TYPE -</b>	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	3,132.48
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	3,132.48
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	6,825.00
	CASH REQUIRED FOR CHECK DATE 07/05/23	9,957.48

**TRANSACTION DETAIL**

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

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>BANK DRAFT AMOUNTS &amp; OTHER TOTALS</u>
07/03/23	JPMORGAN CHASE BANK,	xxxxxxxxxxxx176	Direct Deposit	Net Pay Allocations	2,870.48
					2,870.48
				<b>EFT FOR 07/03/23</b>	<b>2,870.48</b>
07/05/23	JPMORGAN CHASE BANK,	xxxxxxxxxxxx176	Taxpay®	Employee Withholdings	
				Medicare	113.27
				Fed Income Tax	16.25
				<b>Total Withholdings</b>	<b>129.52</b>
				Employer Liabilities	
				Medicare	113.28
				CA Unemploy	18.60
				CA Emp Train	0.60
				<b>Total Liabilities</b>	<b>132.48</b>
					262.00
				<b>EFT FOR 07/05/23</b>	<b>262.00</b>
				<b>TOTAL EFT</b>	<b>3,132.48</b>

**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>
07/05/23	Refer to your records for account Information		Payroll	Employee Deductions	
				457b EE Pretax	4,459.64
				EE Post-Tax Other In	352.75
				EE Pretax Other Ins	565.23
				Med FSA EE Pretax	292.31
				TO-PIA DEN EE PRE	69.47
				TO-PIA MED EE PRE	801.27
				TO-PIA VIS EE PRE	59.33
				<b>Total Deductions</b>	<b>6,600.00</b>



**CASH REQUIREMENTS****CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 07/13/22: \$310,026.95**

**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**

<b>SUMMARY BY TRANSACTION TYPE -</b>	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	310,026.95
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	<b>310,026.95</b>
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	87,436.12
	CASH REQUIRED FOR CHECK DATE 07/13/22	397,463.07

**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>		<b>BANK DRAFT AMOUNTS &amp; OTHER TOTALS</b>
07/12/22	JPMORGAN CHASE BANK,	xxxxxxxxxxxx176	Direct Deposit	Net Pay Allocations	235,001.76	235,001.76
<b>EFT FOR 07/12/22</b>						<b>235,001.76</b>
07/13/22	JPMORGAN CHASE BANK,	xxxxxxxxxxxx176	Taxpay®	Employee Withholdings		
				Medicare	4,740.70	
				Fed Income Tax	41,112.46	
				CA Income Tax	20,407.64	
				CA Disability	3,596.35	
				<b>Total Withholdings</b>	<b>69,857.15</b>	
				Employer Liabilities		
				Medicare	4,740.59	
				CA Unemploy	410.35	
				CA Emp Train	17.10	
				<b>Total Liabilities</b>	<b>5,168.04</b>	<b>75,025.19</b>
<b>EFT FOR 07/13/22</b>						<b>75,025.19</b>
<b>TOTAL EFT</b>						<b>310,026.95</b>

**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>
07/13/22	Refer to your records for account information		Payroll	Employee Deductions		
				401A Contributions	3,673.41	
				401a EE Pretax	7,126.17	
				457b EE Catch Up	150.00	
				457b EE Pretax	8,582.19	
				457b EE Roth	209.54	
				EE Post-Tax Other In	3,976.32	
				EE Pretax Other Ins	1,953.16	



**ORDINANCE NO. 2023-11**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, APPROVING CHANGE OF ZONE NO. 21008 TO REZONE APPROXIMATELY 4.13 ACRES LOCATED AT THE EAST SIDE OF CLAY STREET BETWEEN HAVEN VIEW DRIVE AND LINARES AVENUE (APNS: 163-400-029; 026 & 028) FROM I-P (INDUSTRIAL PARK) TO R-3 (GENERAL RESIDENTIAL) TO ALLOW FOR THE CONSTRUCTION OF 66 TOWNHOMES**

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

**Section 1. Project.** Rexco Real Estate Development (the “Applicant”) has applied for General Plan Amendment No. 21006, Change of Zone No. 21008, Site Development Permit No. 21083, Tentative Tract Map No. 38697, Variance No. 23004, and to amend the Mission De Anza Specific Plan and Specific Plan Overlay so it does not apply to the Applicant’s property (collectively, Master Application No. 21245 or MA No. 21245) to permit the construction of 66 townhomes on 4.13 acres located at the east side of Clay Street between Haven View Drive and Linares Avenue (APNs: 163-400-029; 026 & 028) (the “Project”). General Plan Amendment No. 21006, Site Development Permit No. 21083, Tentative Tract Map No. 38697, Variance No. 23004, and the amendment to the Mission De Anza Specific Plan and Specific Plan Overlay will be considered by a separate resolution and are not the subject matter of this ordinance. General Plan Amendment No. 21006 is the subject matter of a separate resolution.

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

(a) The application for MA No. 21245 was processed including, but not limited to a public notice, in the time and manner prescribed by State law and Jurupa Valley Ordinances.

(b) On June 28, 2023, the Planning Commission of the City of Jurupa Valley held a public hearing on MA No. 21245 at which time all persons interested in the Project had the opportunity and did address the Planning Commission on these matters. Following the receipt of public testimony, the Planning Commission closed the public hearing and adopted Resolution PC-2023-14 on a 3-1 vote (with Commissioner Pruitt absent due to a conflict of interest) recommending that the City Council approve the Project.

(c) On July 27, 2023, the City Council of the City of Jurupa Valley held a public hearing on MA No. 21245 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.

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



**Section 3. California Environmental Quality Act Findings and Recommendation for Adoption of Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.** The City Council of the City of Jurupa Valley hereby makes the following environmental findings and determinations in connection with the approval of the Project:

(a) Pursuant to the California Environmental Quality Act (“CEQA”) (Cal. Pub. Res. Code § 21000 *et seq.*) and the State Guidelines (the “Guidelines”) (14 Cal. Code Regs. § 15000 *et seq.*), City staff prepared an Initial Study of the potential environmental effects of the approval of the Project as described in the Initial Study. Based upon the findings contained in the Initial Study, City staff determined that, with the incorporation of mitigation measures, there was no substantial evidence that the Project could have a significant effect on the environment and a Mitigated Negative Declaration (“MND”) was prepared by the City in full compliance with CEQA.

(b) On July 27, 2023, the City Council adopted Resolution No. 2023-70 adopting the MND and the Mitigation Monitoring and Reporting Program (“MMRP”) for the Project. Resolution No. 2023-70 is incorporated herein as if set forth in full.

**Section 4. Change of Zone.**

(a) The Applicant is seeking approval of Change of Zone No. 21008 to rezone approximately 4.13 acres located at the east side of Clay Street between Haven View Drive and Linares Avenue (APNs: 163-400-029; 026 & 028) from I-P (Industrial Park) to R-3 (General Residential) as depicted in Exhibit “A.”

(b) Section 9.285.040.(1) of the Jurupa Valley Municipal Code provides that the Planning Commission shall hold a public hearing on proposed amendments to the City’s Zoning Ordinance that propose to change property from one zone to another.

(c) Section 9.285.040.(3) of the Jurupa Valley Municipal Code provides that after closing the public hearing the Planning Commission shall render its decision within a reasonable time and transmit it to the City Council in the form of a written recommendation, which shall contain the reasons for the recommendation and, if the recommendation is to change a zone classification on property, the relationship of the proposed amendment to applicable general and specific plans. A copy of the recommendation shall be mailed to the applicant and proof thereof shall be shown on the original transmitted to the City Council. If the Planning Commission does not reach a decision due to a tie vote, that fact shall be reported to the City Council and the failure to reach a decision shall be deemed a recommendation against the proposed amendment.

(d) Section 9.285.040.(4)(a) of the Jurupa Valley Municipal Code provides that upon receipt of a recommendation for approval by the Planning Commission, the City Clerk shall set the matter for public hearing before the City Council at the earliest convenient day, and give notice of the time and place of the hearing in the same manner as notice was given of the hearing before the Planning Commission.

**Section 5. Findings for Approval of Zone Change No. 21008.** The City Council hereby makes the following findings in approving Change of Zone No. 21008:



(a) A change of zone is proposed to change the zoning for the Project site from Industrial Park (I-P) to General Residential (R-3). The R-3 zone permits a Planned Residential Development (PRD). The R-3 zone is consistent with Very High Density Residential General Plan land use designation.

**Section 6.** **Approval of Zone Change.** The City Council of the City of Jurupa Valley hereby rezones the approximately 4.13 acres located at the east side of Clay Street between Haven View Drive and Linares Avenue (APNs: 163-400-029; 026 & 028) from I-P (Industrial Park) to R-3 (General Residential) as depicted in Exhibit “A,” and directs the City Manager to revise the official Jurupa Valley Zoning Map to designate the properties as being in this new zone.

**Section 7.** **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 8.** **Effect of Ordinance.** This Ordinance is intended to supersede any ordinance or resolution of the County of Riverside incorporated by the City of Jurupa Valley that may in conflict with the terms of this Ordinance.

**Section 9.** **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 10.** **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 3<sup>rd</sup> day of August, 2023.

---

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. 2023-10 was regularly introduced at a regular meeting of the City Council held on the 20<sup>th</sup> day of July, 2023 and thereafter at a regular meeting held on the 3<sup>rd</sup> day of August, 2023, 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 3<sup>rd</sup> day of August, 2023.

---

Victoria Wasko, City Clerk  
City of Jurupa Valley

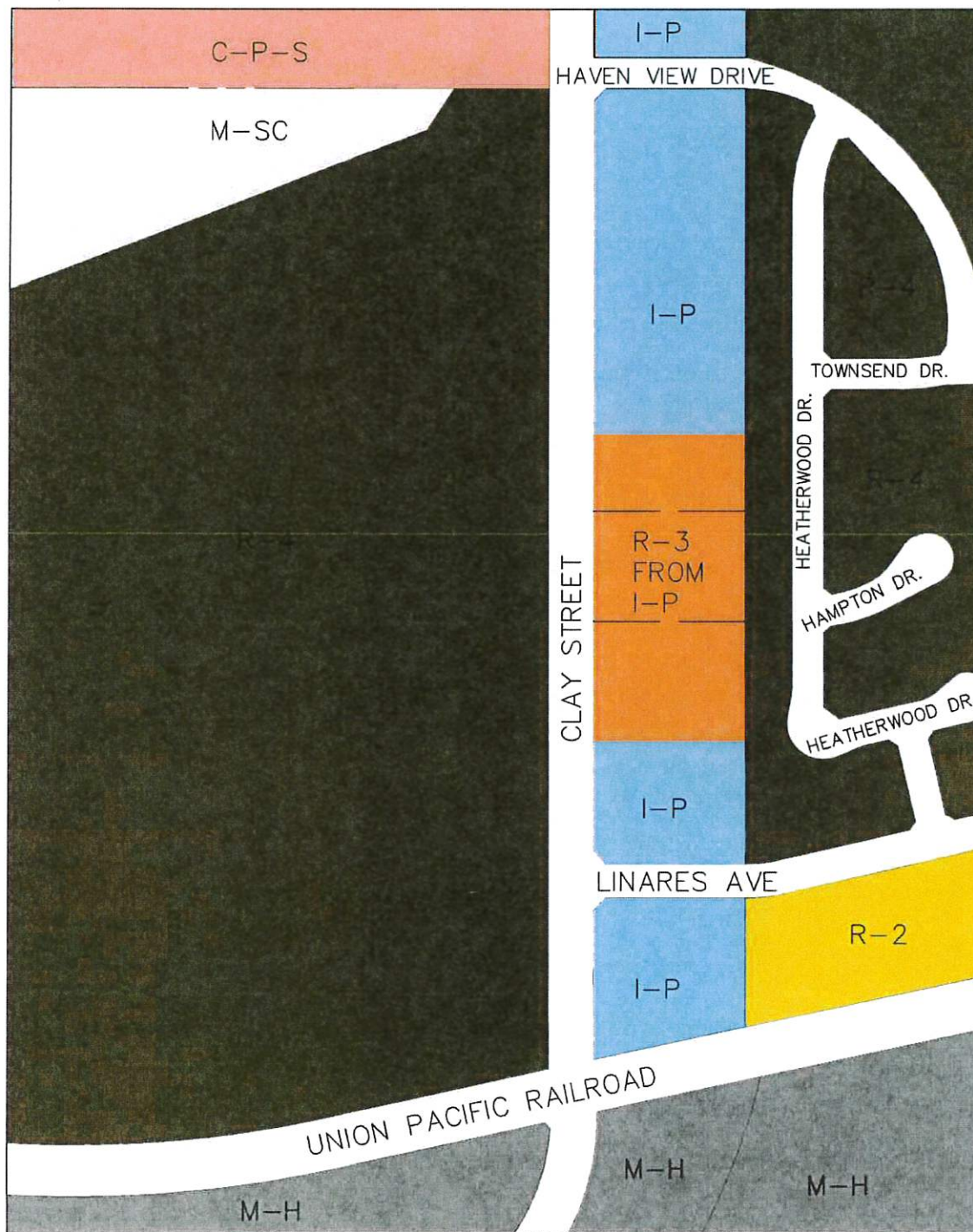


## Exhibit A: Revised Zoning Map



## Exhibit A: Revised Zoning Map





PREPARED FOR:  
**SERRANO OAKS, LLC**

PREPARED BY:

**LAND**  
**DEVELOPMENT** 2313 E. Philadelphia St., Ste. F  
**DESIGN** Ontario, CA 91761  
**COMPANY, LLC** (909) 930-1466

- C-P-S (SCENIC HIGHWAY COMMERCIAL)
- I-P (INDUSTRIAL PARK)
- M-H (MANUFACTURING HEAVY)
- M-SC (MANUFACTURING SERVICE COMMERCIAL)
- R-2 (MULTIPLE FAMILY DWELLING)
- R-3 (GENERAL RESIDENTIAL)
- R-4 (PLANNED RESIDENTIAL)



SCALE 1"=300'

CITY OF JURUPA VALLEY  
 APN 163-400-026  
 APN 163-400-028  
 APN 163-400-029  
**ZONING EXHIBIT**



**ORDINANCE NO. 2023-12**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY, CALIFORNIA, ADOPTING (1) CZ23008 TO CHANGE THE ZONING FROM RESIDENTIAL AGRICULTURE (R-A) TO GENERAL RESIDENTIAL (R-3) FOR A PORTION OF APN 165-080-005, CZ23009 TO CHANGE THE ZONING FROM SCENIC HIGHWAY COMMERCIAL (C-P-S) TO R-3 FOR PORTIONS OF APNS 165-140-004, 165-140-029, 165-140-030 AND 165-140-007, AND CZ23010 TO CHANGE THE ZONING FROM C-1/C-P (GENERAL COMMERCIAL) TO R-3 FOR A PORTION OF APN 165-140-008 FOR SIX PARCELS TOTALING 15.8 ACRES LOCATED IMMEDIATELY EAST OF VAN BUREN BOULEVARD AND WEST OF PEDLEY ROAD AT 58TH STREET; AND (2) CZ23011 TO CHANGE TO CHANGE THE ZONING FROM MANUFACTURING-SERVICE COMMERCIAL (M-SC) TO R-3 FOR A PORTION OF APN 163-400-042 TOTALING 3.63 ACRES LOCATED IMMEDIATELY EAST OF BALDWIN AVENUE AND SOUTH OF LIMONITE AVENUE IN THE DE ANZA MARKETPLACE**

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

**Section 1.     Project.**

(a)     On January 19, 2023, the City Council held a public hearing and approved two residential projects on Planning Area 2 of Paradise Knolls at densities lower than those identified in the Housing Element. Government Code section 65863(c)(2) states that “If the approval of a development project results in fewer units by income category than identified in the jurisdiction’s housing element for that parcel and the jurisdiction does not find that the remaining sites in the housing element are adequate to accommodate the jurisdiction’s share of the regional housing need by income level, the jurisdiction shall within 180 days identify and make available additional adequate sites to accommodate the jurisdiction’s share of the regional housing need by income level. Nothing in this section shall authorize a city and county to disapprove a housing development project on the basis that approval of the housing project would require compliance with this paragraph.”

(b)     Due to this decrease in density, the City is now in deficit of its low-income housing RHNA obligation by 40 dwelling units. To be compliant with Government Code section 65853(c)(2), the City needs to re-designate a minimum of 6.6 acres of land to make up for this shortfall.

(c)     On March 16, 2023 and April 16, 2023, the City Council reviewed possible sites for potential re-designation to Highest Density Residential (HHDR). On April 16, 2023, the



City Council initiated GPA23005 and CZ23008 to change the General Plan land use designation of a portion of APN 165-080-005 from Country Neighborhood (LDR) to Highest Density Residential (HHDR) and change the zoning from Residential Agriculture (R-A) to General Residential (R-3), GPA23006 and CZ23009 to change the General Plan land use designation of portions of APNs 165-140-004, 165-140-029, 165-140-030 and 165-140-007 from Commercial Retail (CR) to HHDR and change the zoning from Scenic Highway Commercial (C-P-S) to R-3, and GPA23007 and CZ23010 to change the General Plan land use designation of a portion of APN 165-140-008 from CR to HHDR and change the zoning from C-1/C-P (General Commercial) to R-3 for six parcels totaling 15.8 acres located immediately east of Van Buren Boulevard and west of Pedley Road at 58th Street; and (2) GPA 23008 and CZ23011 to change the General Plan land use designation from Business Park (BP) to HHDR and change the zoning from M-SC to R-3 for a 3.63-acre portion of APN 163-400-042 located immediately east of Baldwin Avenue and south of Limonite Avenue in the De Anza Marketplace (collectively, “the Project”). The Change of Zones are the subject matter of this ordinance. The General Plan Amendments will be considered by separate resolution.

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

(a) The Project was processed including, but not limited to, a public notice, in the time and manner prescribed by State law and Jurupa Valley Ordinances.

(b) On May 24, 2023, the Planning Commission of the City of Jurupa Valley held a public hearing on the Project, at which time all persons interested in the Project had the opportunity and did address the Planning Commission on these matters. Following the receipt of public testimony, the Planning Commission closed the public hearing and adopted Resolution PC2023-09 on a 3-1 vote (with Commissioner Jackson absent) recommending that the City Council adopt (1) GPA23006 and CZ23009 to change the General Plan land use designation of portions of APNs 165-140-004, 165-140-029, 165-140-030 and 165-140-007 from Commercial Retail (CR) to HHDR and change the zoning from Scenic Highway Commercial (C-P-S) to R-3, and GPA23007 and CZ23010 to change the General Plan land use designation of a portion of APN 165-140-008 from CR to HHDR and change the zoning from C-1/C-P (General Commercial) to R-3 for five parcels totaling 11.18 acres located immediately east of Van Buren Boulevard and west of Pedley Road at 58th street; and (2) GPA 23008 and CZ23011 to change the General Plan land use designation from Business Park (BP) to HHDR and change the zoning from M-SC to R-3 for a 3.63-acre portion of APN 163-400-042 located immediately east of Baldwin Avenue and south of Limonite Avenue in the De Anza Marketplace.

(c) The Planning Commission also recommended that the City Council consider initiating a General Plan Amendment and change of zone for the driveway and parking lot portion of APN 163-400-042 and portions of APN 163-400-040 and 163-400-045 from Business Park (BP) to HHDR and change the zoning from M-SC and C-P-S to R-3, as requested by the property owner. The Planning Commission also recommended that the City Council not adopt GPA 23005 and CZ23008 to change the General Plan land use designation of a portion of APN 165-080-005 from Country Neighborhood (LDR) to Highest Density Residential (HHDR) and change the zoning from Residential Agriculture (R-A) to General Residential (R-3).



(d) On July 27, 2023, the City Council of the City of Jurupa Valley held a public hearing on the Project at which time all persons interested in the Project had the opportunity and did address the Planning Commission on these matters. Following the receipt of public testimony, the City Council closed the public hearing.

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

**Section 3. California Environmental Quality Act Findings and Recommendation for Adoption of Addendum to Jurupa Valley 2017 General Plan Programmatic Final Environmental Impact Report.** The City Council of the City of Jurupa Valley hereby makes the following environmental findings and determinations in connection with the approval of the Project:

(a) The Jurupa Valley General Plan was adopted by Resolution No. 2017-14 on September 7, 2017. In approving the General Plan in 2017, the City Council certified the Jurupa Valley 2017 General Plan Programmatic Final Environmental Impact Report (EIR) (SCH No. 2016021025) in accordance with the CEQA. The City Council has reviewed the Project against the 2017 EIR and determined the EIR adequately addresses all the environmental issues associated with the Project. The Project would not result in any new significant impacts on the environment based upon the analysis and conclusions presented in the 2017 EIR. In addition, previously identified significant impacts would not be substantially more severe than shown in the previous EIR. Finally, no new feasible mitigation measures have been identified that would substantially reduce significant impacts identified in the 2017 EIR.

(b) On July 27, 2023, pursuant to CEQA Guidelines Section 15164, the City Council adopted Resolution No. 2023-72 adopting an Addendum to the EIR for the Project. Resolution No. 2023-72 is incorporated herein as if set forth in full.

**Section 4. Change of Zone.**

(a) The City Council has initiated Change of Zone Nos. CZ23008, CZ23009, CZ23010, and CZ23011 (sometimes referred to collectively as “Change of Zones”) to rezone the following real property as follows:

1) 4.62-acres of real property located immediately east of Van Buren Boulevard and west of Pedley Road at 58th Street (portion of APN 165-080-005) from R-A to R-3 as shown on Exhibit “A”;

2) 0.38-acres of real property located immediately east of Van Buren Boulevard and west of Pedley Road at 58th Street (portion of APN 165-140-004) from C-P-S to R-3 as shown on Exhibit “A”;

3) 3.51-acres of real property located immediately east of Van Buren Boulevard and west of Pedley Road at 58th Street (portion of APN 165-140-029) from C-P-S to R-3 as shown on Exhibit “A”;



4) 1.57-acres of real property located immediately east of Van Buren Boulevard and west of Pedley Road at 58th Street (portion of APN 165-140-030) from C-P-S to R-3 as shown on Exhibit “A”;

5) 1.56-acres of real property located immediately east of Van Buren Boulevard and west of Pedley Road at 58th Street (portion of APN 165-140-007) from C-P-S to R-3 as shown on Exhibit “A”;

6) 4.16-acres of real property located immediately east of Van Buren Boulevard and west of Pedley Road at 58th Street (portion of APN 165-140-008) from C-1/C-P to R-3 as shown on Exhibit “A”; and

7) 3.63-acre portion of real property located immediately east of Baldwin Avenue and south of Limonite Avenue in the De Anza Marketplace (portion of 163-400-042) from M-SC to R-3 as shown on Exhibit “B”.

(b) Section 9.285.040.(1) of the Jurupa Valley Municipal Code provides that the Planning Commission shall hold a public hearing on proposed amendments to the City’s Zoning Ordinance that propose to change property from one zone to another.

(c) Section 9.285.040.(3) of the Jurupa Valley Municipal Code provides that after closing the public hearing the Planning Commission shall render its decision within a reasonable time and transmit it to the City Council in the form of a written recommendation, which shall contain the reasons for the recommendation and, if the recommendation is to change a zone classification on property, the relationship of the proposed amendment to applicable general and specific plans. A copy of the recommendation shall be mailed to the applicant and proof thereof shall be shown on the original transmitted to the City Council. If the Planning Commission does not reach a decision due to a tie vote, that fact shall be reported to the City Council and the failure to reach a decision shall be deemed a recommendation against the proposed amendment.

(d) Section 9.285.040.(4)(a) of the Jurupa Valley Municipal Code provides that upon receipt of a recommendation for approval by the Planning Commission, the City Clerk shall set the matter for public hearing before the City Council at the earliest convenient day, and give notice of the time and place of the hearing in the same manner as notice was given of the hearing before the Planning Commission.

**Section 5. Findings for Approval of Zone Change Nos. 23008, 23009, 23010 and 23011.** The City Council hereby makes the following findings in approving Change of Zone Nos. 23008, 23009, 23010, and 23011:

(a) Change of Zones Nos. CZ23008, CZ23009, CZ23010, and CZ23011 should be adopted because the zoning for these sites needs to change to R-3 to be consistent with the new General Plan land use designation of HHDR. In addition, Change of Zone Nos. CZ23008, CZ23009, CZ23010, and CZ23011 are required to ensure that the City is compliant with State No Net Loss Law which requires upzoning of property when a residential development project is approved at a lower density than the density designated in the Housing Element and the lower density results in a shortfall in residential development capacity.



**Section 6. Approval of Zone Change.** The City Council of the City of Jurupa Valley hereby orders as follows:

(a) The following real property is rezoned as follows:

1) 4.62-acres of real property located immediately east of Van Buren Boulevard and west of Pedley Road at 58th Street (portion of APN 165-080-005) is rezoned from R-A to R-3 as shown on Exhibit “A”;

2) 0.38-acres of real property located immediately east of Van Buren Boulevard and west of Pedley Road at 58th Street (portion of APN 165-140-004) is rezoned from C-P-S to R-3 as shown on Exhibit “A”;

3) 3.51-acres of real property located immediately east of Van Buren Boulevard and west of Pedley Road at 58th Street (portion of APN 165-140-029) is rezoned from C-P-S to R-3 as shown on Exhibit “A”;

4) 1.57-acres of real property located immediately east of Van Buren Boulevard and west of Pedley Road at 58th Street (portion of APN 165-140-030) is rezoned from C-P-S to R-3 as shown on Exhibit “A”;

5) 1.56-acres of real property located immediately east of Van Buren Boulevard and west of Pedley Road at 58th Street (portion of APN 165-140-007) is rezoned from C-P-S to R-3 as shown on Exhibit “A”;

6) 4.16-acres of real property located immediately east of Van Buren Boulevard and west of Pedley Road at 58th Street (portion of APN 165-140-008) is rezoned from C-1/C-P to R-3 as shown on Exhibit “A”; and

7) 3.63-acre portion of real property located immediately east of Baldwin Avenue and south of Limonite Avenue in the De Anza Marketplace (portion of 163-400-042) is rezoned from M-SC to R-3 as shown on Exhibit “B”.

(b) The City Council directs the City Manager to revise the official Jurupa Valley Zoning Map to designate the properties as being in this new zone.

**Section 7. 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 8. Effect of Ordinance.** This Ordinance is intended to supersede any ordinance or resolution of the County of Riverside incorporated by the City of Jurupa Valley that may in conflict with the terms of this Ordinance.



**Section 9.**     **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 10.**   **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 3<sup>rd</sup> day of August, 2023.

---

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. 2023-12 was regularly introduced at a regular meeting of the City Council held on the 27<sup>th</sup> day of July, 2023 and thereafter at a regular meeting held on the 3<sup>rd</sup> day of August, 2023, 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 3<sup>rd</sup> day of August, 2023.

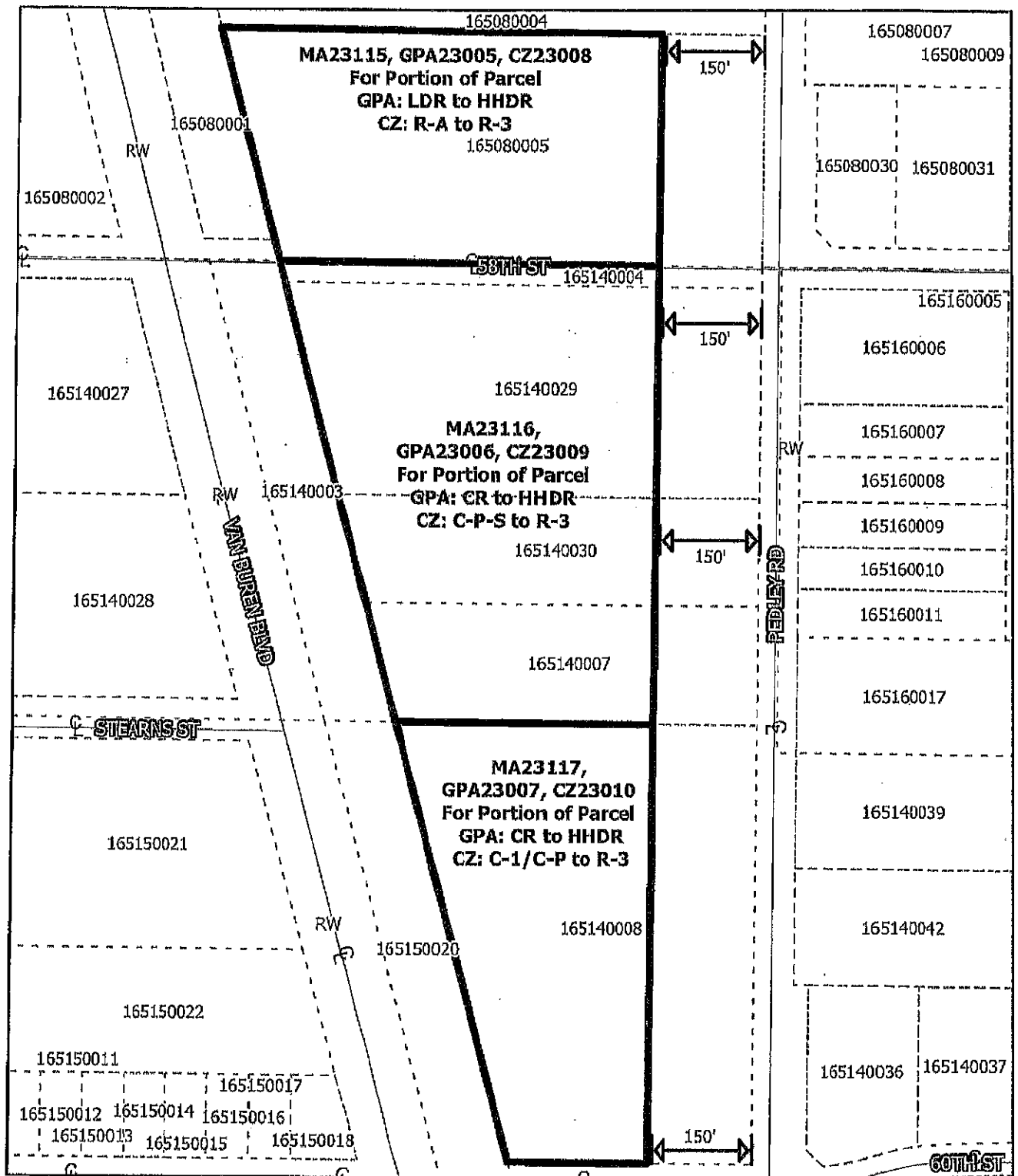
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Victoria Wasko, City Clerk  
City of Jurupa Valley



## Exhibits A and B: Revised Zoning Maps





PORTION OF PARCEL  
CZ AND GPA  
BOUNDARY

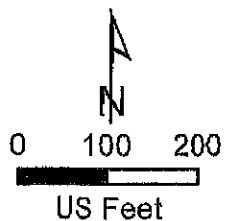
APN:  
165-080-005  
165-140-004  
165-140-029  
165-140-030  
165-140-007  
165-140-008

# CITY OF JURUPA VALLEY OFFICIAL GENERAL PLAN AMENDMENT AND CHANGE OF ZONE EXHIBIT

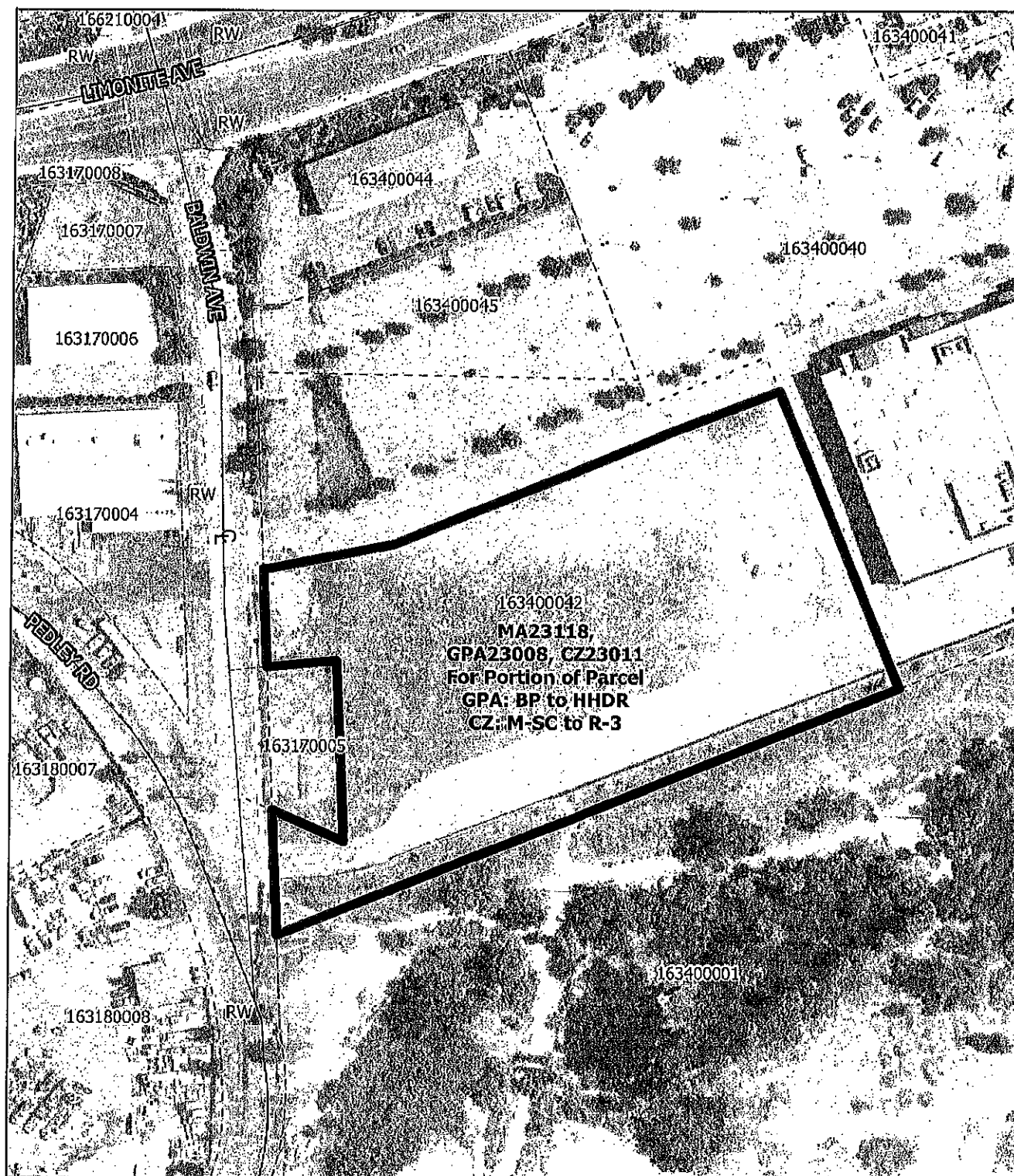
MASTER APPLICATION NO.: 23115, 23116, 23117  
GENERAL PLAN AMENDMENT CASE NO.: 23005, 23006, 23007  
CHANGE OF ZONE NO.: 23008, 23009, 23010

APPROVAL DATE: \_\_\_\_\_

Site 5a







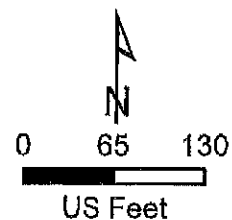
 PORTION OF PARCEL  
CZ AND GPA  
BOUNDARY

# CITY OF JURUPA VALLEY OFFICIAL GENERAL PLAN AMENDMENT AND CHANGE OF ZONE EXHIBIT

Site 14a

APN:  
163-400-042 (Portion)

MASTER APPLICATION NO.: 23118  
GENERAL PLAN AMENDMENT CASE NO.: 23008  
CHANGE OF ZONE NO.: 23011  
APPROVAL DATE: \_\_\_\_\_





# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** AUGUST 3, 2023

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** ROD BUTLER, CITY MANAGER

**BY:** PAUL TOOR, DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

**SUBJECT:** AGENDA ITEM NO. 13.E

**AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND KOA CORPORATION FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES**

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### **RECOMMENDATION**

- 1) That the City Council approve the Agreement between the City of Jurupa Valley and KOA Corporation, Inc. for On-Call Construction Management Services and authorize the City Manager to execute the Agreement in substantially the form and format attached and as approved by the City Attorney.

### **BACKGROUND**

Construction management and Inspection services is a critical component of the Capital Improvement Program ("CIP"). CIP projects may include streets, curb ramps, traffic signals and utilities. The City requires the service of professional Construction Managers (CM) and Construction Inspectors (CI) to provide as-needed full inspection services for upcoming public works projects.

On May 4, 2023, staff published a Request for Proposals ("RFP") for on-call construction management and inspection services for CIP projects to select a qualified firm to provide the services. The RFP was published on the City's PlanetBids portal, a web based procurement and bidding system.

The scope of work includes Construction Management and Inspection for Public Works Projects. The RFP closed on May 24, 2023, and the City received 17 proposals.



## ANALYSIS

The City received proposals from the following firms (in alphabetical order):

- Albert A WEBB Associates, Riverside, CA
- Anser Advisory, Santa Ana, CA
- Dudek, Encinitas, CA
- Engineering Resources of Southern California, Redlands, CA
- EXP, San Bernardino, CA
- Fountainhead, Fontana, CA
- Grace Inspection and Testing Inc., Cypress, CA
- KOA., Ontario, CA
- LEA, Placentia, CA
- Onward Engineering, Anaheim, CA
- Quantum Quality, Lomita, CA
- Safework Inc., Riverside, CA
- Siterep, Chino, CA
- Southstar, Riverside, CA
- TKE Engineering, Inc., Riverside, CA
- TRANSTECH, Chino, CA
- Z&K Consultants Inc., Riverside, CA

Per Section 3.15.100 of the Jurupa Valley Municipal Code, professional services are defined as services provided by any specially trained and experienced person or firm in areas such as accounting, engineering, finance, and planning. Agreements for professional services are awarded by the City Council on the basis of the demonstrated competence, qualifications, and on the fairness and reasonableness of the cost of services to the City, and shall not be awarded solely on the basis of cost.

Staff ranked the proposals per guidelines set forth in the RFP and KOA Corporation. (“KOA”) was ranked as the most qualified firm to provide the services. KOA is a well-established firm that specializes in experience includes construction management, construction inspection, program management, and highway and transportation design for street improvement projects. The firm is familiar with the Inland Empire and has performed similar services for surrounding cities such as Corona, El Monte, Moreno Valley, and Ontario.

KOA is currently providing CM services to the City for the Sunnyslope Area SR2S Sidewalk Gap Closure and is very familiar with the City of Jurupa Valley. Inspection and construction management services are currently handled by a combination of City staff and TKE Engineering, Inc. Due to the significant number of projects occurring in the City, adding another firm to perform CM functions will ensure a timely turnaround for all projects. If approved, the initial term of the agreement is three years with the option to extend the term for two, one-year extensions.



## **FINANCIAL IMPACT**

The Agreement calls for a not-to-exceed amount of \$250,000 per fiscal year. The majority of the services provided will be project specific based on the approved CIP budget. Additional services may be required for land development and shall be reimbursed by development projects.

## **ALTERNATIVES**

1. Do not approve the Agreement between the City and KOA
2. Provide alternative direction to staff.

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



Prepared by:

  
Youssef Baskaron  
Assistant Engineer

Reviewed by:

  
Paul Toor  
Director of Public Works /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:

1. Proposed Agreement between the City and KOA



**AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY AND KOA  
CORPORATION FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES**

**THIS AGREEMENT** is made and effective as of August 3, 2023, between the City of Jurupa Valley (“City”) and KOA Corporation, 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 August 7, 2023, 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, 2026, unless sooner terminated pursuant to the provisions of this Agreement. The City and Consultant may extend the term of this Agreement by mutual agreement for two, one (1) year extensions. The Agreement term and all extensions there to shall not exceed a total of five (5) years. The City Manager shall have the authority to exercise and execute the necessary term extension amendment.

**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 time 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 Two Hundred Fifty Thousand dollars (\$250,000.00) each fiscal year through 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.



## Construction Management Services

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

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

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

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

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

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

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

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

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

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

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



## Construction Management Services

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



## Construction Management Services

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: Paul Toor, Director of Public Works

To Consultant: KOA Corporation  
3190 Shelby Street, Bldg. C  
Ontario, CA 91764  
Attention: Chuck Stephan, PE

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.



## Construction Management Services

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**

\_\_\_\_\_  
Rod B. Butler  
City Manager

ATTEST:

\_\_\_\_\_  
Victoria Wasko, CMC  
City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Peter M. Thorson  
City Attorney

**KOA CORPORATION**

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**

Consultant will provide “on-call” construction management and inspection services for projects assigned by the City. The services needed will be for the Capital Improvement Program; however, the City may require additional support inspecting development projects. Projects generally include pavement maintenance and street improvements. The scope of work for any one project may involve all phases of project development and may include, but is not limited to the following:

#### **Project Coordination**

##### **Communication**

- Coordinate construction activities with the City and the general public
- Prepare weekly status reports including statement of working days documenting construction
- Coordinate design changes with the Project Manager
- Coordinate and monitor all project team activity including, but not limited to, the contractor, subcontractors, sub-consultants, field inspectors and regulatory agencies
- Coordinate all necessary outreach activities to impacted local businesses and the general public for the duration of the project

##### **Meetings**

- Conduct pre-construction meetings and prepare the agenda and minutes. Prior to the meeting, review PS&E and note potential issues
- Conduct and lead weekly construction progress meetings (or as frequently as necessary depending on the amount of project activity) and prepare minutes for the project manager’s approval
- At the request of the City, participate in field meetings to resolve field issues. The consultant will be expected to take minutes and document issues, findings and changes resulting from the meetings.

##### **Schedule and Budget**

- Review the master project schedule at the beginning of the project and work with the contractor to maximize the number of project tasks that can be completed concurrently to the extent possible.
- Routinely review construction progress schedule and contractor’s schedule of values.
- Prepare change orders in the standard City format for the City Engineer’s approval.
- Review invoices from the contractor and other vendors, make payment recommendations, prepare progress payments, and prepare final payment in City’s standard format.



**Miscellaneous**

- Review and coordinate approval of contractor submittals.
- Log, track, and process submittals, Requests for Information (RFI's), Requests for Changes (RFC's), Contract Change Orders (CCO's), field directives, Notices of Potential Claim (NOPC's),
- Monitor all required permits, certificates, and licenses for compliance with local, state and federal laws.
- Monitor materials documentation and testing results and enforce corrections as necessary.
- Coordinate the review and approval of new traffic control plans submitted by the contractor.
- Process all project documentation per City requirements in standard formats.
- Coordinate other project contract and construction management responsibilities as assigned.
- Verify and sign contractor's daily extra work reports documenting force account (time and materials) work.

Construction Observation

**Communication**

- Communicate project details with all affected City services; including the Riverside County Sheriff's Department and Fire Department, Jurupa Unified School District, Riverside Transit Authority (RTA), waste disposal service providers, utility agencies and other providers of services as necessary shall be informed of all project activities by the consultant.
- Assist the City in any public outreach efforts.
- Coordinate the Contractor's field work with affected utility companies, such as Southern California Gas Company, Southern California Edison, Riverside County Flood Control and Water Conservation District, and other water purveyors (if applicable), and all other utility companies and agencies affected by the project.

**Meetings/Inspection**

- Coordinate the Contractor's field work with affected utility companies, such as Southern California Gas Company, Southern California Edison, Riverside County Flood Control and Water Conservation District, and other water purveyors (if applicable), and all other utility companies and agencies affected by the project.

**Schedule and Budget**

- Keep projects on schedule and within budget and minimize change orders.
- Provide complete measurements of quantities daily and calculations documented to administer progress payments, change orders, extra work, etc.
- Update construction schedules twice per month in coordination with the contractor.
- Ensure all change orders are pre-approved by the Project Manager.



**Construction**

- Review construction traffic control to ensure compliance with applicable codes and standards, in particular the California Manual of Traffic Control Devices (CAMUTCD).
- Ensure contractor compliance with all applicable regulatory requirements, particularly with Best Management Practices (BMPs) regarding stormwater management and air quality regulations (i.e., dust control).
- A full-time inspector will be required to be on-site for eight hours per day for the duration of the project. The inspector's hours may be reduced to fewer than eight hours per day if the project activity is reduced to a level such that eight hours per day are no longer necessary, subject to city approval, or on days of no work.
- Ensure the project is constructed in accordance with the project plans, specifications and estimate (PS&E) construction documents, city standards, Caltrans Standard Plans and Specifications and Standard Specifications for Public Works Construction.
- On each working day, meet with the contractor to review proposed work plan, including specific details that may affect progress. The consultant shall inform the project manager of any work which may result in a noteworthy impact on the City.
- Maintain a resident engineer diary and daily inspection report documenting construction activities, methods and equipment used.
- Ensure that the contractor is complying with state requirements pertaining to the preservation or restoration of survey monuments, including recordation requirements. This activity includes, but is not limited to, the setting of centerline ties for existing centerline monuments located with no existing ties, replacement of centerline ties disturbed by construction and the resetting of centerline monuments and providing the City with an updated set of centerline tie notes.

**Administrative**

- Color photographs of the jobsite shall be taken prior to and during construction and once immediately following the completion of construction of the project. Electronic files of the photographs taken shall be emailed to the Project Manager on a daily basis or provided to the City on flash drive to be saved on the City's network drive.
- Analyze delays and review claims in a timely manner and make recommendations to the Project Manager as necessary.
- Submit clean sets of plans marked in red for generating corrections on record drawings to be filed with the City upon completion of the project.

Labor Compliance

- Conduct labor compliance interviews with the contractor's workforce and record information on forms provided by the city and verify compliance with federal trainee and apprenticeship requirements as applicable.



## Construction Management Services

- Certify contractor payroll records for compliance with the higher of either federal Davis-Bacon or state prevailing wage rates.
- Document and forward all correspondence and payroll corrections with and by the contractor.
- Inform the Project Manager as soon as the consultant discovers any discrepancies or labor compliance violations.

## Post Construction Services

- Evaluate completion of work and recommend to City when work is ready for final Inspection.
- Conduct final inspection/walk through with City staff and contractor
- Issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
- Review and process contractor's request for final payment and release of retention.
- Deliver project files to City's Project Manager.

Consultant's proposal to provide the services dated May 25, 2023, is attached for reference.



**TECHNICAL PROPOSAL FOR  
ON-CALL CONSTRUCTION MANAGEMENT AND  
INSPECTION SERVICES FOR CIP PROJECTS**

CITY OF JURUPA VALLEY

May 25, 2023



A  
**LOCHNER**  
COMPANY



**TECHNICAL PROPOSAL FOR  
ON-CALL CONSTRUCTION MANAGEMENT AND  
INSPECTION SERVICES FOR CIP PROJECTS**

CITY OF JURUPA VALLEY  
May 25, 2023

**TO:** City of Jurupa Valley  
Public Works Department  
8930 Limonite Avenue  
Jurupa Valley CA 92509

*Submitted via: Planetbids*

**FROM:** Chuck Stephan, PE  
Managing Director of CM Division  
Principal  
3190 Shelby Street Bldg C  
Ontario CA 91764  
(909) 890-9693 O  
(310) 525-0678 C  
[www.koacorp.com](http://www.koacorp.com)  
[cstephan@koacorp.com](mailto:cstephan@koacorp.com)



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3190 Shelby Street, Bldg. C, Ontario, CA 91764  
T: (909) 890-9693 | F: (909) 890-9694 | [www.koacorp.com](http://www.koacorp.com)  
MONTEREY PARK ORANGE ONTARIO SAN DIEGO CULVER CITY

## COVER LETTER

### DATE

May 25, 2023

### TO

City of Jurupa Valley  
Public Works Department  
8930 Limonite Avenue  
Jurupa Valley CA 92509

*Submitted via: Planetbids*

### FROM

Chuck Stephan, PE  
Managing Director of CM  
Division, Principal  
**KOA Corporation**  
3190 Shelby Street Bldg C  
Ontario CA 91764  
(909) 890-9693  
[www.koacorp.com](http://www.koacorp.com)

### PROJECT OFFICE LOCATION

3190 Shelby Street Bldg C  
Ontario CA 91764  
(909) 890-9693

### PROPOSAL FOR On-Call Construction Management and Inspection Services for CIP Projects

Dear Mr. Toor:

KOA Corporation (KOA), a California corporation, and a wholly owned subsidiary of H.W. Lochner, Inc. (Lochner), appreciates the opportunity to submit these qualifications to the City of Jurupa Valley for On-Call Construction Management and Inspection Services for CIP Projects.

KOA has 35 years of specialization in civil and traffic engineering design, planning, construction management and construction inspection work for public agencies through On Call assignments. Our work for Southern California municipal agencies includes street improvements, pipelines, structures, including libraries, fire stations, community buildings, and building renovations; wet utilities, bio-swales, storm drains, pipelines, sewer lines and pump stations, pipeline relining, water main replacement; street widening and beautification, rehabilitation, resurfacing, traffic signals, fiber backbone installation, bike-paths, and curb, gutters and sidewalks; including artificial turf soccer fields, landscaping, park buildings and lighting systems; as well as bridges, including rehabilitation and replacement.

KOA was founded in 1987 and has a staff of over 100 professionals working out of five offices in the counties of Orange, Los Angeles, San Diego, Riverside, and San Bernardino. KOA can meet and exceed your goals of completing projects on time and within reasonable budgets, while minimizing impact to residents and businesses. KOA will keep City staff in the loop at all times and produce relevant information so staff always has answers to any questions about the project.

I, Chuck Stephan, PE, will be the Management Contact and overall Project Manager for this assignment. Thank you for this opportunity to offer our services to the City of Jurupa Valley. Should you have questions during the selection process, please contact me directly via cell at 310.525.0678 or via email at [cstephan@koacorp.com](mailto:cstephan@koacorp.com). For more information regarding KOA Corporation, please see our website at [www.koacorporation.com](http://www.koacorporation.com).

We are looking forward to serving the City of Jurupa Valley on this important assignment.

Sincerely,  
KOA | A Lochner Company

Chuck Stephan, PE | Managing Director of CM Division, Principal



## SECTION A | ORGANIZATION/COMPANY PROFILE



### FIRM PROFILE

Founded in 1987, KOA Corporation (KOA) is a leading provider in professional services in transportation engineering, mobility planning, and construction management for public agencies and private sector clients. We offer our clients technical knowledge, innovative solutions, and responsive services.

Our focus on safety for all travelers is the foundation of our professional practice. KOA engineers, planners, construction field specialists, and project managers all take pride in our well-established reputation as Transportation Safety Experts. The hallmark of our success is our dedication to each and every project and our desire to leave a legacy of extraordinary contribution to our communities. Our staff includes registered civil and traffic professional engineers', certified transportation planners, certified road safety professionals, project/construction managers, and construction inspectors. With five offices located in Southern California, KOA provides professional consulting services for some of the largest public-works and planning projects for all modes of transportation throughout California.

In December 2022, KOA joined Lochner, a national transportation infrastructure firm headquartered in Chicago, Illinois, providing planning, environmental, design, construction engineering and inspection, and right-of-way services for surface transportation, rail, transit, and aviation clients. Together, we have more resources and capabilities for delivering innovative solutions and enhancing the quality of life in the communities we serve.

### CONSTRUCTION MANAGEMENT AND INSPECTION

KOA has a complete Construction Management division consisting of 20+ Resident Engineers, Construction Managers, and Construction Inspectors with decades of experience in various expertise in public works projects including streets, developments, pipelines, structures, facilities, bikeways and parks. We have over 35 years of CM and Inspection experience with local, state and federal aid funded public works and permit projects. Mr. Chuck Stephan will be the Project Manager for this proposal.

The contract will be managed by Mr. Chuck Stephan, PE. Mr. Stephan has successfully managed projects for the past 30 years. The strongest evidence of our success is our repeat business received from the public agencies year after year. All staff proposed have worked for KOA for a considerable length of time and will be made available to the City as the need arises.

KOA inspectors have experience with pipelines, bridges, highways, heavy-civil projects, roadways, utilities, transportation, rail, fire stations, parks, buildings, wharf and port facilities, federally funded projects, and other types of public works. Our inspectors bring many years of accrued skills in dealing with contractors and keeping projects on track. KOA provides all parties with updated information and is sensitive to the special needs of the community.

### BUSINESS NAME

KOA Corporation (since 2005)  
Katz, Okitsu & Associates (1987-2005)

### FORM OF THE ORGANIZATION

California C Corporation

### TYPES OF SERVICES

Construction Management & Inspection  
Transportation Engineering  
Highway & Roadway Design  
Signals, Signing & Striping, Traffic Control Plans  
Traffic Operations & ITS  
Mobility Planning (Multimodal)  
Complete Streets Planning & Design  
Active Transportation (Ped & Bike, SRTS, First Mile/Last Mile)  
Grant Writing & Management  
Safety Implementation (HSIP, ADA, LRSP, SSARP, & SS4A)

### LOCATION OF OFFICES

Monterey Park  
Orange  
Ontario  
San Diego  
Culver City

### PROJECT OFFICE LOCATION

3190 Shelby Street, Bldg. C  
Ontario, CA 91764  
(909) 890-9693

### MAIN CONTACT

**Chuck Stephan, PE**  
(310) 525-0678  
[cstephan@koacorp.com](mailto:cstephan@koacorp.com)



## SECTION A | ORGANIZATION/COMPANY PROFILE

### **Capital Improvement Projects greater than \$500,000 that KOA has managed within the last three years**

*For Projects that KOA has managed with an in-house budget of over \$500,000:*

JC13111 Civil Design PS&E; CIP 22-03; McCall Boulevard Widening CIP 22-03, City of Menifee (\$578,844.00, In Progress)

KOA prepared conceptual thru final design for 4,000 LF arterial widening of McCall Boulevard. This project includes adding one thru lane in each direction, adding bike lanes, design of drainage, grading, retaining walls, traffic signals, signing/stripping, and right-of-way acquisition, as well as significant coordination with utilities including the relocation of several SCE poles.

JB76143 Foothill Boulevard Master Plan Improvement Project CIP2016-5, City of Claremont (\$674,646.00, Completed 2021)

The current project consist of 3.1 miles to construct numerous improvements of the Foothill Boulevard Master Plan which includes traffic control, clearing and grubbing, roadway excavation, removal and replacement of curb and gutter, sidewalks, and driveways, Class 1, 2 and Class 4 bicycle lanes, 10 concrete bus pads and shelters, concrete cross gutters, alley way driveways, local depressions, parkway drains, pavement improvements, walls, storm drain work that includes various RCP, catch basins, manholes, cobble bio-retention basins, drywell underground storage, traffic signals, street lighting, landscaping and irrigation, and the installation of bus shelters and furniture and amenities, trellis structures, monuments signage, and full landscaping. KOA oversaw the entire project for the City and provided construction management, inspections, labor compliance and materials testing support: conducted weekly project meetings, managed staff and budgets; negotiated, approved, and processed change orders, maintained project files, labor compliance, balanced 7 funding sources, met with City officials and town residents, reviewed all submittals and RFI's, coordinated with City project manager and City Management from various departments, completed weekly and monthly reports, verified quantities, coordinated any soils testing, attended City meetings, provided daily inspections, labor compliance, and coordinated with the contractor while assisting in re-design of numerous survey errors on the plans for this \$15 Million project. Funding Source: 7 Types.

JB96061 Ramona Boulevard and Valley Boulevard Intersection Improvement Project CIP805, City of El Monte (\$515,425.00, Completed 2022)

KOA provided Constructability Review, construction management and inspection services for this important arterial intersection widening project. The project focused on downtown El Monte arterial intersection of Ramona Blvd and Valley Blvd, and included new traffic signals, bioswales, reconfiguration of intersection from 5 way to 4 way with a separated business street, ADA upgrades, new landscaped medians and parkways, street widening and resurfacing, new sidewalk, curbs and gutters, relocation of storm drain and waterlines, monument sign, decorative crosswalks, signing, marking and striping. Our construction management and inspection responsibilities included project coordination with the City; document control; the review of submittals, RFIs, and change orders; approving contractor invoices; and project close-out during the 2020 pandemic. The project was coordinated with the City, the contractor, Southern California Edison, Verizon, AT&T, El Monte Water, and the City Business District.



## SECTION A | ORGANIZATION/COMPANY PROFILE

*For projects with a construction cost over \$500,000 that KOA has provided Construction Management and Inspection services (Note: This is a partial list of projects for the past 3 years):*

City of Palm Springs HSIP 8 Traffic Signal Modifications \$2.1M – Ongoing

City of Anaheim Holbrook St Phase 1 Main Replacement Project \$2.7M – Ongoing

City of Long Beach Homekey Project Luxury Inn \$4.5M – Ongoing

City of Long Beach Homekey Project Mission Inn \$4M – Ongoing

City of Culver City Homekey Project \$8.5M – Ongoing

City of Brea Country Hills Subdivision Pavement and Water Improvements, Phase 2 \$2.1M – Ongoing

City of El Monte Ramona Blvd Pavement Rehabilitation \$3.5M - 2022

City of El Monte Ramona Blvd & Valley Intersection Improvement Project \$2.5M - 2021

City of Jurupa Valley Sunnyslope Area SR2S Sidewalk Gap Closure \$2.2M – Ongoing

City of Redondo Beach Torrance Blvd Improvement Project \$4M - Ongoing

City of Inglewood Centinela Blvd Improvement Project \$7.5M – 2022

City of Redondo Beach Residential Street Rehabilitation Project, Cycle 2 Phase 3 \$3.2M - 2022



## Company Structure Organizational Chart





## SECTION A | ORGANIZATION/COMPANY PROFILE

### CHUCK STEPHAN, PE

PRINCIPAL-IN-CHARGE / PRINCIPAL ENGINEER / PROJECT MANAGER  
 DIRECTOR OF CONSTRUCTION MANAGEMENT DIVISION  
 LEAD CIVIL DESIGN ENGINEER, QA/QC

Mr. Stephan has 40 years of experience in engineering, design and project management on projects for many municipalities and private firms. He has diverse project experience in planning, design, management, and construction of transportation, educational, institutional, industrial, aerospace, municipal, residential and commercial projects. Mr. Stephan works in multiple capacities as Principal-In-Charge, project manager, project engineer, lead engineer, design engineer, and construction manager/engineer in civil engineering and construction management.

- Directs the Construction Management Division.
- Specializes in Project Management, Civil Engineering Design, and Construction Management for municipal Capital Improvement Projects, including pavement design and rehabilitation; ADA improvements; water pipelines; storm drain and sanitary sewers; medians and landscaping; parking lots; site improvements; plan checking; NPDES requirements.
- Provides staff assistance to municipal engineering departments on temporary or part-time basis as needed; provide staff training in project management, design, and construction management skills.
- Manages various funding sources including local, state, and federal-aid projects; SR2S; SRTS; STPL; various grant applications and reimbursement requests.

#### EDUCATION

BS, Agricultural Engineering,  
 California Polytechnic State  
 University, San Luis Obispo, CA  
 (1982)

#### REGISTRATIONS

Professional Engineer (Civil), CA  
 #C50481 (1993)

Professional Engineer (Civil), HI  
 #PE-8432(CE) (1996)

#### YEAR ENTERED PROFESSION

1982

### Studebaker Road Improvement Project PS&E and Constructability Review, City of Long Beach CA

Project Manager/Lead Engineer/CM  
 1/2023-Ongoing

Construction Cost Est: \$36M, 220 plan sheets

Mr. Stephan is leading the KOA team for a Constructability and PS&E Review of the construction and engineering documents for this major improvement project of Studebaker Road and adjacent streets in the City of Long Beach. Documents include Geotechnical Investigation and Recommendations, Hydraulics and Hydrology Report, planning information, Construction Plans, Specifications, and Cost Estimate. Work started at the 90% plan submittal stage. The project will include rehabilitation and realignment of streets; new pavement, bikeway, and pedestrian facilities along existing and new alignments; traffic signal modifications; drainage and infiltration areas, LID and water quality treatments; street beautification, greenways, hardscaping, landscaping and irrigation; reclaimed water pipeline; ADA compliance; fiber-optic communication lines, and other work.

### Lemon Street at Palm Avenue Traffic Signal Installation (SP-4133), City of Orange CA

Construction Manager/PM/PIC  
 11/2020-2/2021

Construction Cost: \$344K

The project installed a new fully controlled traffic signal system including decorative poles, signal hardware, footings, conduit, controller, electrical service, video detection, lighting. Associated work will includes improving ramps to current ADA requirements, striping, signing, and utility adjustments. The entire northeast corner will be reconstructed including a new ADA curb ramp. In addition, the work will comply with the City of Orange Old Towne Historic District design standards. The intersection features a "scramble" pedestrian crossing phase to accommodate the large amount of traffic from the adjacent University.

City of Orange: Gabrielle Hayes [ghayes@cityoforange.org](mailto:ghayes@cityoforange.org)

Contractor: DBX, Inc.



## SECTION A | ORGANIZATION/COMPANY PROFILE

### KEVIN HIGGINS

SR CONSTRUCTION MANAGER

Mr. Higgins has over 30 years of experience in the construction industry that enables him to work independently or under the direction of others. Placing a strong value on teamwork, he has worked closely with engineers, contractors, designers, landscape architects, agency staff, and other inspectors to resolve field issues. As a Project Manager/Supervisor and Inspector, he has successfully ran large-scale jobs, in excess of \$80 Million, and supervised crews of up to 50 people on over 20 park-sites, 25 roadway widening projects, over 50 land development community infrastructure projects that included concrete and DG bicycle and walkway trail systems, LMD, CFD, HOA and public landscaped areas for numerous cities and agencies throughout Southern California. Skills: Plan review, permit processing, contract administration, construction management and inspection, verification of materials, completion of daily reports, scheduling activities, staff supervision, quality control, progress reports, labor compliance, agency coordination, project reports, bid process, pre-construction meetings, utility coordination, inspection procedures, surveying and office engineering, Scheduling; Microsoft Projects, Primavera, Expedition Contract Manager and MS Office Suite. Technical knowledge: Municipal projects, roadways and bridges, land development communities, commercial buildings, flood control channels and basins, infrastructure and dry utility systems, and residential housing. In depth knowledge of CALTRANS Standard Plans and Specifications and road, infrastructure, SWPPP construction practices. He also speaks Spanish.

**Foothill Boulevard Master Plan Improvement Project, City of Claremont – Construction Manager:** The project consist of 3.1 miles to construct numerous improvements of the Foothill Boulevard Master Plan which includes traffic control, clearing and grubbing, roadway excavation, removal and replacement of curb and gutter, sidewalks, and driveways, Class 2 and Class 4 bicycle lanes, 10 concrete bus pads and shelters, concrete cross gutters, alley way driveways, local depressions, parkway drains, pavement improvements, walls, storm drain work that includes various RCP, catch basins, manholes, cobble bio-retention basins, drywell underground storage, traffic signals, street lighting, landscaping and irrigation, and the installation of bus shelters and furniture and amenities, trellis structures, monuments signage, and full landscaping. Mr. Higgins oversaw the entire project for the City, conducted weekly project meetings, managed staff and budgets; negotiated, approved, and processed change orders, maintained project files, labor compliance, balanced 7 funding sources, met with City officials and town residents, reviewed all submittals and RFI's, coordinated with City project manager and City Management from various departments, completed weekly and monthly reports, verified quantities, coordinated any soils testing, attended City meetings, and coordinated with the contractor while assisting in re-design of numerous survey errors on the plans for this \$14 Million project.

**City of Corona – On-Call Construction Management and Inspection Contract 2012 – 2018.** Construction Manager on this ongoing On-Call contract for the City of Corona which has included the City Park Reclaimed Water and Street improvements, Smith Avenue Smith Avenue Water Line Project, Rincon Water Line Upgrade and Installation, Palisades Apartment Complex onsite and offsite improvements, Renaissance Tract Development, Encanto Apartment Infrastructure project, Excel Business Park, and other projects since July of 2012. The projects consisted of ductile iron water and sewer lines, underground storage tanks, storm drain systems, cross gutter, curb and gutter and sidewalk improvements, trench repair, grind and overlay, street lighting and traffic signals, and other rehabilitation improvements of public and residential streets throughout the City. Mr. Higgins was responsible for reviewing plans and specs, pre-construction meetings, weekly project meetings, providing construction inspectors, approving quantities and invoicing, direct communication with City staff for project details, project documentation and close-out reports.

**City of Brea – On-Call Construction Management and Inspection Contract** Construction Manager part time on the City's On-Call contract that oversaw and provided construction inspections for the following projects:



## SECTION A | ORGANIZATION/COMPANY PROFILE

### DAVINA BUENAVISTA, EIT

#### PROJECT / CONSTRUCTION MANAGER

Ms. Davina Buenavista has over 27 years of experience in public works and has managed a variety of capital improvement projects and maintenance programs from inception to completion, including planning, development, design, and construction. Davina has completed numerous projects that involved roadway construction, traffic signal installations and upgrades, median and parkway landscape installations and maintenance, recreational park construction, utility (storm drain, water, and sewer) improvements, and building facilities upgrades and maintenance.

#### EDUCATION

BS, Civil Engineering, Loyola Marymount University  
Los Angeles, CA

#### CERTIFICATIONS

Engineer-in-Training (CA),  
Civil, CA #XE096552

### RELEVANT EXPERIENCE

#### **Residential Street Rehabilitation Project Cycle 2 Phase 3, Job No. 40190, Redondo Beach, CA**

Construction Manager. This \$4.5 million project included pavement reconstruction and resurfacing of roadways and alleyways, concrete sidewalk, driveway, curb and gutter repairs, construction of dry wells for street drainage, upgrades to 100 curb access ramps, various utility adjustments, installation of new traffic and street name signs, and roadway pavement striping and markings. Davina was responsible for coordinating the project with the City, Contractor, Inspector, Utility Agencies, Caltrans, and the public, overseeing the Inspectors' work, ensuring compliance with the project plans, specifications, and applicable standards, reviewing submittals, RFIs, and change orders, budget oversight, tracking contract pay quantities, reviewing Contractor invoices, document control, and project closeout.

#### **Citywide Slurry Seal Project, Phase 2, Redondo Beach, CA**

Construction Manager. KOA provided construction management and inspection services for this \$775,000 project. The general scope of work included minor dig-outs, crack seal, slurry seal, and pavement striping and marking on residential and collector streets. Davina was responsible for project coordination with the City, Contractor, and Inspector, monitoring the Contractor's schedule, reviewing submittals, RFIs, and change orders, document control, preparing Weekly Statements of Working Days, providing weekly project status reports, tracking contract pay quantities, reviewing Contractor invoices, and project closeout.

#### **Country Lane Street Rehabilitation, Brea, CA**

Construction Manager. This \$300,000 project resurfaced AC pavement streets throughout the Country Lane Tract, constructed ADA curb ramps, and repaired concrete curbs, gutters, and sidewalks. Davina was responsible for project coordination with the City, Contractor, and Inspector, managing the project schedule and budget, overseeing the work of the Inspectors, document control with the agency's web-based software, reviewing submittals and RFIs, negotiating change orders, tracking contract quantities, reviewing Contractor invoices, responding to public questions and concerns, and project closeout.

#### **Ramona Boulevard Rehabilitation STPL-5210(025), El Monte, CA**

Construction Manager. This \$2.5 million federally funded project included ADA curb ramp installation, new sidewalk, curb and gutter, new landscaping, construction of stormwater retention bio basins, medians, asphalt concrete pavement mill and overlay, installation of signs, and roadway striping and markings. Davina assisted with construction management and project closeout.



## SECTION A | ORGANIZATION/COMPANY PROFILE

### KELLI O'CONNOR

#### CONSTRUCTION MANAGER/RESIDENT ENGINEER

Ms. O'Connor is a State of Colorado licensed Professional Engineer with 20 years of combined resident engineer, project management, mechanical inspection, assistant electrical inspection, civil engineering, and construction management experience in street, water and wastewater treatment plant, pump station, park and pipeline projects. Prior to joining KOA, she worked for 15 years with Black and Veatch.

**City of Anaheim – Dwyer Dr., Lincoln Ave. & Dahlia Dr. Water Main Replacement (2022):** Construction Management / Resident Engineer for design-build water system improvements and replacement at three locations within the City, including pavement and PCC repairs. Coordinate with City staff, Contractor, and stakeholders. 350 calendar days.

**City of Brea – Walnut Avenue-Orange-Juniper Street Water Improvements, South Brea Neighborhood Water Main Replacement, and South Brea Sewer Repairs Project CIP No 7454, 7466 & 7426 (2022):** Lead Construction Inspection for water system improvements, replacement, and sewer repairs at various locations within the City, including pavement and PCC repairs. Coordinate with City staff, Contractor, utility companies, and residents.

**City of La Habra – Staff Engineering and Project Management Services (7/2021-12/2021):** On Call Staff Engineering and Project Management to support the City's annual pavement rehabilitation, alley beautification, slurry seal, water improvements, and other CIP projects.

**City of Anaheim – Linda Vista Complex Pump Station Improvements, Phase 2, Anaheim, CA (12/2019-6/2021):** Resident Engineer/Lead Construction Inspector. KOA provided full-time construction management and inspection services for this project that constructed extensive upgrades to one of the City's main water supply facilities, including the demolition and removal of abandoned on-site facilities, replacement of existing pumps, replacement and reconfiguration of high voltage electrical equipment, facility controls and instrumentation enhancements, construction of a new building for the pump station electrical and controls equipment, site security upgrades; and other various site improvements. Ms. O'Connor's responsibilities included construction management and inspection; preparing daily project summaries; coordinating daily inspections; scheduling special testing and material testing service; monitoring contractor's progress schedule; document control for daily inspection reports and material delivery tickets; verifying pay quantities; overseeing site safety; and ensuring updated as-built plans. Project Cost: \$9M USD. KOA Contract Value: \$695,000 USD.

**City of Pico Rivera – Pio Pico Park Improvements, Pico Rivera, CA (6/2019-12/2019):** Assistant Construction Manager. The Pio Pico Park project converted a 2.4 acre elementary school field into a community park through the following improvements: construct a 1,000 linear foot decomposed granite track, modify and upgrade the existing irrigation system, replace boundary fence with decorative fencing, install solar light poles, install new landscaping and trees, and install picnic tables on new concrete pads. Mrs. O'Connor's responsibilities included management of DSA-certified inspections subcontractor, inspections invoices review, inspector budget management, document control assistance, construction meeting support, contractor pay application review, and project closeout assistance. KOA Contract Value: \$542,000 USD.

#### EDUCATION

MS, Civil Engineering,  
Colorado State University  
BA, Chemistry,  
Southern Oregon University  
BS, English,  
Southern Oregon University

#### REGISTRATIONS/ CERTIFICATIONS

Colorado Professional Engineer  
(PE), 0047273 (2012)  
10-Hour Cal OSHA, 1530482  
(2015)  
FEMA Public Assistance Program  
Project Specialist (2011)

#### YEAR STARTED WITH FIRM: 2017

#### GENERAL EXPERIENCE:

- Civil Engineering
- Construction Management
- Mechanical Inspection
- Electrical Inspection
- Capital Improvement Projects
- Streets
- Water & Sewer Systems
- Treatment Plants



## SECTION A | ORGANIZATION/COMPANY PROFILE

### STEVE DEONARINE

#### CONSTRUCTION MANAGER

Mr. Deonarine has 15 years of construction and supervision experience on complex construction projects and as a contractor. He joined KOA Corporation in 2022.

#### **The PENTA Building Group** **Construction Project Manager**

##### **January 2020 – April 2022 Las Vegas, Nevada**

Oversaw the coordination and selection of subcontractors who work on building of San Manuel Hotel & Casino project. Reviewing the drawings, engineering and designer & finishes to ensuring that all regulations and specifications are being followed. Responsibility of proper construction and administration contracts, de-scoping with subcontractors, and gathering all specialty licenses and permits. Tracking and controlling the construction schedules and the associated costs for achieving project completion within the budget and time allotted. Supervising immediate subordinates to manage, staff and schedules that are related to the daily construction issues of a project. Reviewing progress reports, project schedule, checking on reported difficulties and coordinating with the safety team to correct any violation or other deficiencies.

#### **The Austin Company** **Construction Project Manager**

##### **June 2018 - January 2021 California**

Provide operational support for pre-construction services and bidding process to include preparing cost estimates, generating scopes of work, preparing preliminary schedule and site logistics. Lead and prepare change proposals, negotiate, execute, and issue change orders to subcontractors and others; prepare revisions to the budget due to change orders. Review of submittals, shop drawings, and requests for information (RFI's), including coordination with contract documents.

#### **Far West Contractor Corp.** **Senior Project Manager**

##### **August 2017 - June 2018 California**

Managed and integrated employee and mid-level management within the company and awarded projects, including planning, analysis, project administration, engineering, construction, and Plant & Logistics. Develop and execute integrated organizational plans, policies and procedures, safety plans, business development and technical strategies, goals, objectives. Managed Project Engineers, Bid Coordinators, scheduling work assignments, training, and performance appraisals.

#### **Angeles Contractor Inc.** **Construction Project Manager**

##### **June 2012 - August 2017 California**

Directed and supervised work of project administration, project superintendents, and engineers to establish operational priorities and maintain satisfactory relationships with owners, subcontractors, and Unions Reps, etc. Enforced project reporting requirements, Public works and Prevailing wages requirements and documentation. Managed critical issues within high security working environments. Assume overall accountability for jobsite safety and quality. Interface with project County and State Officials (Sheriff, Fire & Court Officers), IOR's, Owner Reps, contractors, architects, engineers, Design team and OSHPD Inspectors.

#### EDUCATION

Mt. San Antonio College  
Associate of Arts and Sciences -  
AAS, Civil Engineering · (2010 -  
2012)

#### EDUCATION

Construction Management  
Project Control  
Cost Control

#### CERTIFICATIONS

Procure Certified: Project  
Manager (Quality & Safety)  
Procure Certified: Project  
Manager (Resource  
Management)  
Procure Certified: Project  
Manager (Project  
Management)  
Procure Certified: Project  
Manager (Financial  
Management)  
General Building Contractor  
(Class B)



## SECTION A | ORGANIZATION/COMPANY PROFILE

### GORDON D. ROBERTS

#### SENIOR CONSTRUCTION INSPECTOR

Mr. Roberts has over 40 years of energetic, reliable strong commitment to professional work ethic, and diverse experience in progressively responsible positions from heavy equipment operator to superintendent to general engineering & building contractor including multiple trades contractor to project designer and inspector. Years of experience working with a paving and slurry contractor. Mr. Roberts interacts at top management levels with input into planning, safety, goal setting, operations, policy decisions, and building code implementations. Mr. Roberts possesses authoritative knowledge of building codes and regulations, plan reading and interpretation, multiple trades and overall respected construction practices. Mr. Roberts interacts with architects, engineers, general contractors, inspectors, other supervisors and the public. Mr. Roberts conveys excellent communication and interpersonal skills; interacts well with widely diverse groups; easily gains confidence and cooperation; additionally, bi-lingual utilization of his construction / conversational Spanish proves a strong field communication asset. Mr. Roberts has managed crews of 30+; stressing quality work and safety. Hired, trained, and developed crews to work independently with continued priority to safety situational awareness.

**Foothill Boulevard Improvement Project, Claremont, CA** - The project constructed 3.1 miles of major arterial improvements for the Foothill Boulevard Master Plan. The work included traffic control, clearing and grubbing, roadway excavation, removal and replacement of curb and gutter, sidewalks, and driveways, Class 1, 2 and 4 bicycle lanes, 10 concrete bus pads and shelters, concrete cross gutters, alley way driveways, local depressions, parkway drains, pavement improvements, walls, storm drain work that includes various RCP, catch basins, manholes, cobble bio retention basins, drywell underground storage, 6 traffic signals, street lighting, landscaping and irrigation, and the installation of bus shelters and furniture and amenities, trellis structures, monuments signage, and full landscaping. KOA oversaw the entire project for the City, conducted weekly project meetings, managed staff and budgets; negotiated, approved, and processed change orders, maintained project files, labor compliance, Caltrans, Edison, and multi-agency coordination balanced 7 funding sources, met with City officials and town residents, reviewed all submittals and RFI's, coordinated with City project manager and City Management from various departments, completed weekly and monthly reports, verified quantities, coordinated any soils testing, attended City meetings, and coordinated with the contractor while assisting in re-design of numerous survey errors on the plans for this \$14 Million project.

**City of Rancho Mirage On-Call Inspections Contract – Land Development and Public Works Projects, City of Rancho Mirage** - *Construction Inspector*: Mr. Roberts oversaw the rough grading operation, installation of VCP Sewer Main, storm drain with storm drain and sewer manholes, wyes and laterals, 8" – 12" ductile iron water line, curb and gutter, cross gutters, sidewalk, paving grading and base paving on two land development projects. Mr. Roberts maintained Daily reports, attended meetings, kept photo documentation, coordinated with the City, design engineer, and materials testing staff to ensure that the project was built in accordance with the project plans and specifications.

#### EDUCATION

##### **California State Contractor**

##### **Trade School & Licensing –**

General (A)/Engineering (B)/ plus Specialty Trades & Certifications

##### **Operating Engineers, Local 12-**

##### **Journeyman Training- Certified**

HAZ-MAT Handling, Safety Management, Equipment Operator for Infrastructure Earthwork, Grade Checking & Plan Take-off, Heavy Equipment Mechanical Repair, Maintenance & Safety Practices.

##### **Trade & College Courses –**

Drafting & Plan Design, Metallurgy Safety, Welding, Cutting & Compressed Gas Practices, Basic Spanish

##### **Computer Software-**

Structure Studios: *Vip3D Pool Studio & VizTerra, AutoCad, MS Office Suites, Corridor:Asset Maintenance & Repair Tracking Management.*

##### **YEAR STARTED WITH FIRM:**

2017



## SECTION A | ORGANIZATION/COMPANY PROFILE

### RICK KERRIGAN

#### SENIOR CONSTRUCTION INSPECTOR

Mr. Kerrigan has over 30 years of experience in public works construction, inspection, and oversight on various sewer, water, storm drain, and street improvement projects. **Mr. Kerrigan worked for the Cucamonga Valley Water District for nearly 30 years** where he was the lead inspector on numerous capital improvement projects. He oversaw small to large capital improvement projects, including the construction of new water and sewer lines, pump stations, wells and other public works facilities that pertain to water distribution and sewer systems, as well as land development and infrastructure improvement projects.

**City of Brea – Country Lane Street Rehabilitation:** *Construction Inspector.* KOA provided construction management and inspection services. The project resurfaced AC pavement streets throughout the Country Lane tract, constructed ADA curb ramps, and repaired concrete curb, gutter, and sidewalk. Mr. Kerrigan's responsibilities included overseeing the contractor's daily work, providing inspections, preparing daily construction reports, coordinating project with the contractor, engineer, and various City departments, reviewing plans and specification, scheduling material testing, maintaining as-built plans, reviewing contractor invoices, and assisting with project close out. Construction Cost: \$300,000. **Reference:** City of Brea, Raymond Contreras, 1 Civic Center Circle, Brea, CA 92821, Email raymond.c@ci.brea.ca.us, Phone (714) 671-4411. Designer: Ardurra, Contractor: Gentry Bros., Inc.

**City of Brea – Eagle Hills Tract Water Improvements:** *Construction Inspector.* Mr. Kerrigan completed this water improvement project that replaced and upgraded existing water mains and service lines, constructed ADA curb ramps, and resurfaced streets throughout the residential tract. He was responsible for overseeing the contractor's daily work, providing inspections, preparing daily construction reports, coordinating with the contractor, engineer, and various City departments, reviewing plans and specifications, scheduling material testing, maintaining as-built plans, reviewing contractor invoices, and assisting with project close out. Construction Cost: \$3M. **Reference:** City of Brea, Steve Kooyman (Interwest), Email skooyman@interwestgrp.com, Phone (530) 318-1066. Designer: Kabbara Engineering, Contractor: T. E. Roberts, Inc.

**City of El Monte – Ramona Boulevard and Valley Boulevard Intersection Improvement Project:** *Construction Inspector.*

**City of Corona – Sierra Bella Development Project:** *Construction Inspector.* Mr. Kerrigan worked on this development project that included 1,000 LF of 8" VCP sewer main line and 4 manholes, 1,000' LF of 16" ductile iron water main line and 5 fire hydrants, 1,000' LF of 12" ductile iron re-claimed main line, and 30' LF of 18" storm drain, asphalt concrete grind and paving, curb and gutter, sidewalk. Mr. Kerrigan's responsibilities included daily inspections and completing daily construction reports; coordinating with the Water Department and the City, the engineer and the contractor; maintaining files; reviewing plans and specs; and maintaining an electronic photo log and as-built plans.

#### EDUCATION

Some College Courses  
Public Works Construction  
Inspection and Procedures  
Water Distribution Operator  
Collection System Technology  
Water Treatment Plant Operator  
Waste Water Treatment Plant  
Operator  
Basic Well and Booster Pumps  
Introduction  
Safety Management Specialist  
Welding Safety, Welding,  
Cutting and Compressed Gas

#### CERTIFICATIONS

Grade 4 Water Distribution  
Grade 2 Collections System  
Technology  
Certified Occupational Safety  
Specialist (COSS)  
Certified Safety Management  
Specialist (CSMC)  
Competent Person OSHA  
Confined Space Awareness,  
Operations, and Rescue  
Traffic Control and Flagger  
Safety  
First Aid and CPR/AED  
Underground Service Alert  
Backhoe Operator Training  
Fall Protection  
Ariel Work Platform and IVES  
Trainer  
Forklift and IVES Trainer  
FEMA Courses  
IS-00100.PWb, IS-00200.b,  
I-300, IS-00700.a, IS-00701.a,  
IS-00703.a, IS-00704, and IS-  
00800.b

**YEAR STARTED WITH FIRM:**  
2016



## SECTION A | ORGANIZATION/COMPANY PROFILE

### DANIEL H. CHAPMAN, JR.

SR. CONSTRUCTION INSPECTOR

Mr. Chapman has over 25 years of experience within civil engineering as a construction inspector, pavement engineer and construction materials manager. He has worked on a variety of projects that has included, Federal Highway Administration, Federal Aviation Administration, California Department of Transportation, Various Counties, City, and Special Districts.

With an extensive knowledge of State and Federal Highway procedures including Site Management, Pay Estimates, Documentation and Project Specifications. Past inspection/office engineering projects included various roadways, bridges, airport runways and taxiways, asphalt and concrete pavements, asphalt overlay, review of shop drawings, and observation. His experience includes construction management, contract administration, staff augmentation, plan checking, design constructability and bid ability review.

#### **City of Palm Springs, 2022-present**

Traffic Signal ITS Project Inspection Services

Provided inspection for installation of HSIP funded traffic signal ITS improvements

#### **City of Eastvale, 2022**

Permit Inspection Services

Provided inspection for public works and permitted projects

#### **On Call Inspection, City of El Segundo**

Construction Inspector

Provided construction inspection and permit adherence inspections

#### **City of South Gate, Imperial Hwy Street Improvements**

Construction Inspector

Provided construction inspection of water, sewer, roadway asphalt, concrete driveways, sidewalks and curb and gutter

#### **City of Pasadena**

Construction Inspector

Provided construction inspection of street light replacements, communication utilities including cell antennae

#### **City of Carson**

Construction Inspector

Provided construction inspection of gas line trench operations, utilities, street improvements which included islands, concrete pavement and asphalt restoration.

#### **City of Corona**

Construction Inspector

Provided construction inspection of sewer lines

#### EDUCATION

BA, Pacific Coast Baptist Bible College, 1995

#### YEAR ENTERED PROFESSION

1995

#### CERTIFICATIONS

NICET Level III (Soil, Concrete, Asphalt)

Caltrans Certifications for Soil, Concrete and Asphalt

ACI

Strength Testing Technician Lab 1& 2

Metrolink Railroad Safety

Orientation Constructor Safety

Training #24895B21



## SECTION A | ORGANIZATION/COMPANY PROFILE

### JOE RUBALCABA

SR. CONSTRUCTION INSPECTOR

#### **Project Homekey, City of Culver City (2 Projects)**

Renovation of two motels to provide housing in Culver City under the State of California Homekey program. The project is providing for complete renovation of all rooms to meet current code requirements and provide stipulated amenities. This site includes rehabilitation of open areas, parking, and pool refurbishment at 3868 and 3900 Sepulveda Blvd in Culver City.

**Project Cost:** \$26.6M

**Date of Contract:** 2022 - present

**Date of Completion:** Projected constructed completion date late 2022

#### **Clinton Keith Road / I-215 Interchange Landscape Improvement Project, City of Murrieta (2018 – 2022):**

*Construction Inspector* - The City of Murrieta is currently completing improvements and to construct landscape improvements at the Clinton Keith Road and Interstate 215 interchange. Improvements include rock blanket, gravel mulch, concrete mow curbs, concrete, drainage, irrigation systems including drip applications, planting including trees, shrubs, ground covers, and hydroseed; wood mulch, lighting and electrical improvements. Mr. Rubalcaba is responsible for daily inspection reports, constructability review, schedule review, invoice review and approval, attending bi-weekly meetings, project and agency coordination, Caltrans coordination, change order assistance, project files and reports, extended maintenance for 3 years.

#### **I-10 Riverside Avenue Landscaping Improvements, SANBAG**

Mr. Rubalcaba was the Assistant Resident Engineer who provided landscape construction inspection services overseeing the highway planting and irrigation portions of this contract. Tasks include day-to-day inspection and oversight of current construction operations and workmanship, material inspection for conformance with the project specifications, pay estimate quantities, contract document interpretation and enforcement of *Caltrans* standard specifications and plans. Other responsibilities included coordinating landscape inspections with Caltrans Encroachment Permits, coordinating lane closures with the contractor, conducting labor compliance interviews, daily photographic records, and preparing daily reports.

#### **215 Freeway Widening, Segments 1 & 2, SANBAG**

Mr. Rubalcaba was the Assistant Resident Engineer who provided landscape construction inspection services overseeing the installation of rock blanket, concrete curbing, and landscaping on this contract. Tasks include day-to-day inspection and oversight of current construction operations and workmanship, material inspection for conformance with the project specifications, pay estimate quantities, contract document interpretation and enforcement of *Caltrans* standard specifications and plans. Other responsibilities included coordinating traffic closures with the contractor, conducting labor compliance interviews, daily photographic records, and preparing daily reports.

#### **State Route 215 Widening Project, SBCTA / Caltrans**

Mr. Rubalcaba was the Assistant Resident Engineer who provided landscape construction inspection services overseeing the highway planting and irrigation, concrete curbing, and rock portions of this contract. Tasks include day-to-day inspection and oversight of current construction operations and workmanship, material inspection for conformance with the project specifications, pay estimate quantities, contract document interpretation and enforcement of *Caltrans* standard specifications and plans. Mr. Rubalcaba was also responsible for inspecting the installation of permanent erosion control type 'D'. Other responsibilities included coordinating lane closures with the contractor, preparing contract change orders and force accounts for landscape extra work, conducting labor compliance interviews, preparing daily reports and tentative agreements for contract change order work, and conducting closeout inspections for landscape and irrigation installations.



### **Company Size**

KOA has 100 employees

KOA currently has a roster of 14 Construction Inspectors and 8 Construction Managers.

### **Location of office from which the work under this contract will be provided and the staff allocation at that office**

KOA Ontario Office  
3190 Shelby Street, Bldg. C  
Ontario, CA 91764  
(909) 890-9693

The KOA Ontario office has a staff of six technical personnel, and serves as the base for eight of our Inland Empire Construction Management and Inspection personnel.

### **Controlling or financial interests in any other organization, or ownership or control by any other person or organization**

KOA Corporation is a California C Corporation wholly owned by HW Lochner, Inc. ([hwlochner.com](http://hwlochner.com)).



### Description of Work

The City of Jurupa Valley is seeking a qualified professional services consultant to provide as-needed On-Call Construction Management and Inspection services for CIP Projects for the City's Public Works Department. Anticipated projects could include work on City buildings, parks, trees, streets, curb ramps, traffic signals and utilities. The City requires the service of professional Construction Managers (CM) and Construction Inspectors (CI) to provide as-needed full inspection services for upcoming public works projects through a three year contract, with two optional one-year extensions.

Typical CM/CI project tasks may include:

- Construction Management and Inspection for Public Works Improvement Projects
- Preparation of Construction Daily Reports
- Preparation of Monthly Constructed Quantity Forms
- Preparation of Required State/Federal Forms
- Monitor site for plan, specification, and permit conformance.
- Coordinate and facilitate preconstruction meetings.
- Prepare Weekly Statement of Working Days Reports.
- Enforce contract required environmental compliance.
- Enforce contract required traffic control compliance.
- Enforce dust, storm water discharge and noise compliance.
- Maintain complete project files.
- Respond, log, and process Requests for Information (RFIs).
- Facilitate project coordination meetings at work site.
- Monitor and advise staff on project schedules.
- Receive, log, review, and distribute submittals for approvals.
- Review for legitimacy, and process change orders.
- Dispute resolution.
- As-Built progress checks to be done monthly, including close out As-Builts.
- Annotate construction photos.
- Ensure improvements comply with the American with Disabilities Act.
- Coordinate construction completion walk through, establish and maintain punch list, complete and process Notice of Completion Forms.
- Monitor warranty services.
- Monitor construction site safety.
- Ensure proper State and Federal posters and/or project signs are on jobsite.
- Complete and process contract evaluation performance forms.
- Maintain Resident Engineer Diary

Pre-Construction Activities: KOA can provide a detailed preconstruction review of the project area, plans, specifications, and estimate to become familiar with the project prior to construction. We will assemble a collection of pre-construction photographs of the work area. KOA can conduct a constructability review of the project by our experienced construction management staff to identify potential problem areas prior to beginning construction activities. We will coordinate with City staff to develop the appropriate project reports, activities, and procedures required for inspection. We will develop a list of project stakeholders for coordination, notification, and emergency response if needed.



## SECTION B | DESCRIPTION OF SERVICES

**Schedule Control:** During the progress of construction, KOA will coordinate with the project manager regarding schedule status, changes, and projections. We will coordinate for needed overtime and special shift assignments, and provide additional inspectors as needed.

**Progress Payment Processing:** KOA will track project quantities installed and report completed work to the City. We will collect and transmit material certificates, test results, and other project documentation.

**Materials Testing Coordination:** KOA will coordinate with the contractor and materials testing firm to verify quality assurance materials testing compliance of the work with the contract documents. We will review test reports submitted by others to substantiate compliance and ensure that Certificates of Compliance or source release tags are furnished by the Contractor along with the applicable delivered materials at the project site.

**Final Inspection:** All corrections must be made before KOA recommends acceptance of the project. We will develop and maintain a continuing punchlist of remaining and corrective work items. Upon completion of the punch list and final sign off by all project stakeholders, KOA will make a recommendation regarding final acceptance.

**Delivery of As-Builts and Close-Out Documents:** KOA will assist the Contractor in maintaining a field set of "as-constructed" plans to be updated daily and delivered to the City upon project completion. KOA will continually document changed field conditions and not rely on the Contractor to document "as-constructed" conditions. KOA will report and photograph field condition changes. KOA will review the Contractor's submittal of "as-constructed" conditions and compare this submittal to KOA's own documentation. Discrepancies will be discussed, resolved and recorded. Completed "as-constructed" plans will be submitted to the City.

KOA will provide full-time Construction Inspection (CI) services (8 hours per day) with our experienced inspection staff. KOA has adequate alternate resources to provide additional and backup support services as needed. The designated CI will provide for the following efforts:

- Perform daily on-site observations of the progress and quality of construction
- Ensure work by the contractor conforms with the contract documents
- Attend project-related meetings, including pre-construction meeting, weekly project meetings, and daily project meetings with contractor.
- Be thoroughly familiar with the project Plans and Specifications, City standards, Standard Specifications, and Standard Plans.
- Monitor traffic control, BMP's, USA and traffic control measures.
- Coordinate material testing services and monitor testing results.
- Monitor and verify survey monumentation compliance
- Maintain project diary
- Ensure contractor maintains updated as-built drawings
- Immediately notify the City of any directives, recommendations, or notices from other agencies.
- Exercise reasonable care and diligence to discover and promptly report to the City all defects or deficiencies in the materials or workmanship used in the Project.
- Coordinate with City staff and dispatch emergency services; residents; waste disposal, and other stakeholders.
- Coordinate with utility agencies.



## SECTION B | DESCRIPTION OF SERVICES

- Provide for Public Outreach.
- Prepare daily inspection reports with the following items and transmit them to the City:
  - Labor (trade and classification)
  - Hours worked
  - Equipment used
  - Description of activities
  - Quantities constructed
  - Problems, issues, accidents, disputes, claims
  - Directives and field orders
  - Stormwater protection
  - Materials delivered and/or incorporated into the work
  - Safety measures and issues
  - Traffic control measures
  - Weather
  - Photographs

Services for construction inspection will implement controls in accordance with the project Contract Document, Plans, and Specifications, Manual of Uniform Traffic Control Devices, Greenbook Standard Specifications and Standard Plans for Public Works Construction, Caltrans Standard Plans and Specifications, and the Caltrans Local Procedures Manual. KOA considers safety the most important issue on any construction project. KOA will recommend key safety provisions to require the contractor to have competent safety personnel and site specific safety programs employed on the projects at all times. The Inspector will monitor the contractor’s operations for compliance with the project safety requirements.

KOA will coordinate laboratory, jobsite, and offsite testing of construction materials and required observations per construction documents, construction codes, and jurisdictional agencies. KOA will implement established procedures for testing per the construction documents. We will monitor testing services, track documentation and record testing results in weekly construction progress meetings. KOA will require and track that corrective measures are implemented and re-inspected for acceptable completion.

KOA will assist the City in closing out the project, including:

- Development of the construction “punch list” and “punch list” schedule of remaining work
- Verification that all work is complete and performance of final inspection
- Final project photographs
- Verification of material testing compliance and remedial measures
- Verification of survey monumentation compliance
- Submittal of As-Built plans
- Review final progress payment quantities
- Delivery of project files to the City (in printed and digital format).

KOA has several qualified inspectors available, each with their own specialties as needed. We have additional staff who specialize in landscape and irrigation, traffic signals, etc. who can provide additional specialized inspections if needed, and inspectors who can provide backup services for vacation, sick leave, night, and weekend work. KOA will provide the required full- or part-time services as needed for scheduled projects.

KOA’s inspectors are backed up by our civil and traffic engineers and construction managers who can provide additional plans and specification review, constructability reviews, and consultation for technical and construction issues that may arise.

Procedures: KOA will provide construction management and inspection services in accordance with the City specified processes and procedures. KOA’s inspectors are provided with cell phones, laptop computers, and the



## SECTION B | DESCRIPTION OF SERVICES

equipment necessary to provide the required services. We have tablet computers that we can configure to match the City's reporting systems if needed. As a guideline, we typically follow the Caltrans LAPM in setting up our report format. Our reports include daily photographs of site work and incidents.

**Duties:** The Construction Managers and Inspectors will perform duties as designated by the City's Project Manager(s). Tasks will typically include daily consultation with City PM staff, coordination with the Contractor and affected parties (stakeholders, property owners, utilities, testing firms), daily inspection and reporting, verification of materials, conformance with approved submittals, monitoring of site safety, monitoring of SWPPP/BMP compliance, daily photographs, incident reports, RFI/CO coordination, plan and specification conformance, recording of labor, equipment and materials, attendance at meetings, maintain red-line drawings, and other related duties.

**Conformance:** The CM/CI will ensure conformance with the provided and required City, State and Federal requirements, permit conditions, SWPPP/BMP, ADA and other required conditions. Verify conformance with approved Traffic Control and Safety plans.

**Stormwater Monitoring:** KOA will enforce provisions of the Storm Water Best Management Practices. Any deficiencies noted will be addressed with the contractor for immediate remedy. Upon a weather report of 40% (or higher) expectancy of rain, a site walk will be conducted to ensure that BMP measures are in place and well maintained.

**Coordination With Stakeholders:** KOA will work with affected users as needed to resolve their concerns, review potential accessibility issues, and ensure installation of traffic control devices, phasing, notifications, and closures per approved plans.

**Review Construction Traffic Control:** KOA can review construction traffic control to ensure protection of the traveling public during the construction operation; monitor the traffic control so that there is minimal disruption to traffic and access to local business operations; provide safe access for pedestrians and vehicles during the construction operation; and provide for traffic control phasing to efficiently facilitate the completion of the construction operation. We will record details of any traffic related incidents that occur.

**Problems & Solutions:** KOA's proactive approach serves to anticipate and expeditiously resolve field problems. Our Team is well trained in problem solving. All issues are processed with a sense of urgency and presented to the City with suggested alternatives, cost and schedule impacts and recommended solutions. KOA can quickly implement the alternative that suits the best interests of the project and the City.

**Monumentation:** KOA can verify removal, recordation notes, and replacement of all survey monumentation by the Contractor. Survey monument restoration is the contractual responsibility of the Contractor, but the City is responsible to provide for protection or replacement of survey monuments. Replaced monuments shall be mapped and recorded with the County Surveyor.

**Prevailing Wages:** KOA's Construction Inspectors are paid the current prevailing wage rates no matter the status of the project (public or private). We ensure compliance with federal wage rates for federal-aid projects. All of our inspectors are direct hire. KOA does not participate in 1099 hiring which has been used to circumvent conformance with prevailing wage requirements.



## SECTION B | DESCRIPTION OF SERVICES

KOA Corporation provides added value in our ability to immediately access traffic engineering, civil engineering, and transportation planning staff within our organization to help clarify or provide detailed responses to technical situations and questions. Our staff are all located within southern California and available in person as needed. We have experience in all southern California counties, most municipalities, and many local organizations.

We recommend performing a Constructability Review of projects during design and prior to bidding and award. When performing such a review, we look for issues that may be problematic and lead to change orders, delays, or additional costs; value engineering opportunities; potential design issues; and other items that can be addressed prior to causing a problem during construction.

### **Work Reporting Mechanisms**

We will typically work with the City to develop the required reporting and documentation required for a specific project. For example, a permit inspection will be different than a major street or federal-aid funded project. CM reporting will differ from CI reports. Typically a project utilizing CM and CI services will include Pre-construction and weekly project meeting minutes and agenda; Submittals; RFI/RFC/CCO's; Daily Inspection Report; photographs; incident reports; work completed; weekly CM summary; and other required reports. We will usually interact directly with the City's designated Project Manager.

### **Services to be Provided**

KOA has the capacity to provide all of the services requested in the RFP, including Construction Management, Construction Administration, Project Management, and Construction Inspection.

Although not listed, Material Testing services are typically required and would be provided by others or separately by the City.

KOA can provide the required labor compliance services. However, depending on the size and complexity, e.g, for a large federal-aid project, KOA may augment its services with a labor compliance specialist if prudent.

### **Technical Capabilities**

KOA is able to provide all of the requested services for this RFP. KOA has over 35 years experience providing construction management and inspection on municipal public works projects in southern California. All of our CM and CI staff are provided with vehicle allowance, PPE, computer/tablet, phone, and all tools necessary to complete their work in the field and office. We have experience with numerous funding sources including private permits, local funds, state and federal-aid funding. We have worked on all facets of public works projects including streets, pipelines, traffic signals, library, police, fire station, city hall facilities, Homekey renovations, and parks.

### **Required City Services**

The City shall provide for preparation of the CIP project bid documents, conduct bidding, and award the project. KOA can assist as needed. The City shall provide for Material Testing and Surveying services separately or through the Contractor.



## SECTION C | HOURLY RATE SCHEDULE



KOA's Hourly rate schedule is submitted separately as per the RFP instructions



## PROPOSER'S SIGNATURE PAGE

By signing this form, the Consultant states that the firm(s) has sufficient staff resources and capability to perform the work contained within this Request for Proposal.

PROPOSER: KOA Corporation  
(Consultant Name)

ADDRESS: 1100 Corporate Center Drive, Suite 201 - Monterey Park, CA 91754

TELEPHONE NUMBER: (323) 260 - 4703

PRINT NAME: CARLOS VELASQUEZ

SIGNATURE: [Signature]

TITLE: MANAGING DIRECTOR DATE: 5/23/2023

PRINT NAME: WALTER OKITSU

SIGNATURE: [Signature]

TITLE: VP DATE: May 23 2023

## SIGNING INSTRUCTIONS TO THE CONSULTANT

This Proposal must have a valid signature above and be delivered as required or it will be considered non-responsive (CCP 1933).

Proposer's Signature Page to be accompanied by notary certificates attached following this page. Note the description of the document on the notary certificate and attach notary certificates immediately following this page.

General Partners must sign on behalf of the partnership.

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



SECTION D | PROPOSER'S SIGNATURE PAGE

Request for Proposals On-Call Construction Management Services

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

State of California )  
County of Los Angeles )

On May 23, 2023, before me, Lily Vuong, Notary Public,  
(insert name and title of the officer)  
Notary Public, personally appeared Carlos Velasquez and Walter Nkirsu,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the attached Proposal for On-Call Construction Management Services for the City  
of Jurupa Valley and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

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

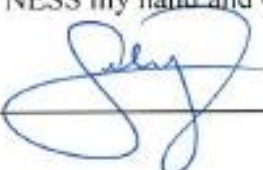
WITNESS my hand and official seal.  
Signature 





EXHIBIT B

NON-COLLUSION DECLARATION TO BE  
EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the VP [Declarant's title] of KOA, the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 23 2023 [date], at Monterey Park [city], CALIFORNIA [state].

Signature: [Signature]

Print Name: WALTER OKITSU

Title: VP

Address: 1100 Corporate Center Dr #201 Monterey Park CA 91754

Telephone No: 323-859-3121



EXHIBIT C
 LIST OF REFERENCES  
 ON-CALL CONSTRUCTION MANAGEMENT SERVICES

 PROPOSER: KOA Corporation

## REFERENCES

Following are the names, addresses and telephone numbers for three (3) public agencies for which PROPOSER has performed similar work within the past two (2) years:

1.	City of South Gate 8650 California Avenue, South Gate, Ca 90280
Name and Address of Agency	
Jose Loera, City Traffic Engineer P: (323) 563-9578 C: (626) 705-4305 Jjloera@Sogate.Org	
Name, Title, and Telephone Number of Person Familiar with Project	
~\$200,000/year On Call Construction Inspection Services On-going	
Annual Contract Amount	Type of Work Date Completed
2. City of Eastvale 12363 Limonite Avenue Suite 910 Eastvale, CA 91752	
Name and Address of Agency	
Yurhi Choi, Senior Engineer T: 951.703.4471 ychoi@eastvaleca.gov	
Name, Title, and Telephone Number of Person Familiar with Project	
~\$100,000/year On Call Constructability Review and Construction Inspection On-going	
Annual Contract Amount	Type of Work Date Completed
3. City of El Segundo 350 Main Street El Segundo, CA 90245	
Name and Address of Agency	
Lifan Xu Phone: 310.524.2368 lxu@elsegundo.org	
Name, Title, and Telephone Number of Person Familiar with Project	
~\$250,000/year On Call Construction Management and Inspection On-going	
Annual Contract Amount	Type of Work Date Completed



**EXHIBIT D**

**REQUIRED SUBCONSULTANT INFORMATION**

NAME	LICENSE NO. AND CLASSIFICATION
TELEPHONE	DESCRIPTION OF WORK CONTRACTED:
ADDRESS	
CITY, ZIP	

NAME	LICENSE NO. AND CLASSIFICATION
TELEPHONE	DESCRIPTION OF WORK CONTRACTED:
ADDRESS	
CITY, ZIP	

NAME	LICENSE NO. AND CLASSIFICATION
TELEPHONE	DESCRIPTION OF WORK CONTRACTED:
ADDRESS	
CITY, ZIP	

**NONE**





1 RESULTS (SHOWING 1)



**STEPHAN, CHARLES JR**  
LICENSE NUMBER: [50481](#) LICENSE TYPE: CIVIL ENGINEER  
LICENSE STATUS: CLEAR ⓘ EXPIRATION DATE: JUNE 30, 2023  
SECONDARY STATUS: N/A  
CITY: IRVINE STATE: CALIFORNIA COUNTY: ORANGE ZIP: 92618



# SECTION H | EVIDENCE OF INSURABILITY

## SAMPLE COI

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/02/2023			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA		CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:					
INSURED KOA Corporation 1100 Corporate Center Drive Suite 201 Monterey Park CA 91754 USA		INSURER(S) AFFORDING COVERAGE		NAIC#			
		INSURER A: Beazley Insurance Company, Inc.		37540			
		INSURER B: American Casualty Co. of Reading PA		20427			
		INSURER C: The Continental Insurance Company		35289			
		INSURER D: National Fire Ins. Co. of Hartford		20478			
		INSURER E:					
		INSURER F:					
COVERAGES		CERTIFICATE NUMBER: 570099280543		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested							
INSR LTR	TYPE OF INSURANCE	ADD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN/AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input checked="" type="checkbox"/> LOC OTHER:			7A18734441	05/01/2023	05/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS- COM/CP/ACC \$2,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7018734438	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			7018734407	05/01/2023	05/01/2024	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A	7018734424 AOS 7018734410 CA	05/01/2023	05/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Environmental Contractor Poll/Prof [E&O]			V2AEA4220301	05/01/2022	06/01/2023	Prof Limit \$10,000,000 Poll Limit \$20,000,000 SIR \$750,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance.							
CERTIFICATE HOLDER				CANCELLATION			
KOA Corporation 1100 Corporate Center Drive Suite 201 Monterey Park CA 91754 USA				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>			

Holder Identifier: 570099280543  
Certificate No.: 570099280543











**EXHIBIT B**

**FEE SCHEDULE**

Consultant shall perform construction management services for an amount not to exceed \$250,000.00 each fiscal year through the term of the Agreement. Consultant's cost proposal is attached.

<b>2023 3 YEAR HOURLY RATE SCHEDULE</b>			
Year ending 12/31	<b>2023</b>	<b>2024</b>	<b>2025</b>
President/CEO	\$341	\$358	\$375
Principal II	\$320	\$336	\$352
Principal I	\$273	\$286	\$300
Senior Engineer II	\$261	\$274	\$287
Senior Engineer I	\$218	\$228	\$239
Senior Associate Engineer II	\$170	\$178	\$186
Senior Associate Engineer I	\$152	\$159	\$166
Associate Engineer II	\$140	\$147	\$154
Associate Engineer I	\$121	\$127	\$133
Senior Designer II	\$158	\$165	\$173
Senior Designer I	\$140	\$147	\$154
Associate Designer II	\$122	\$128	\$134
Associate Designer I	\$91	\$95	\$99
Senior Planner II	\$261	\$274	\$287
Senior Planner I	\$218	\$228	\$239



Construction Management Services

Senior Associate Planner II	\$170	\$178	\$186
Senior Associate Planner I	\$152	\$159	\$166
Associate Planner II	\$140	\$147	\$154
Associate Planner I	\$122	\$128	\$134
Senior Construction Manager	\$200	\$210	\$220
Construction Manager	\$184	\$193	\$202
Senior Construction Inspector	\$147	\$154	\$161
Construction Inspector- Regular Shift (days)	\$142	\$149	\$156
Construction Inspector- Special Shift (nights/Sat)	\$148	\$155	\$162
Construction Inspector- 1.5X Overtime	\$192	\$201	\$211
Construction Inspector- 2X OT	\$242	\$254	\$266
Construction Inspector- 4X OT	\$342	\$359	\$376
Administrative Assistant II	\$103	\$108	\$113
Administrative Assistant I	\$80	\$84	\$88
Intern	\$67	\$70	\$73



# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** AUGUST 3, 2023

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** ROD BUTLER, CITY MANAGER

**BY:** PAUL TOOR, DIRECTOR OF PUBLIC WORKS /CITY ENGINEER

**SUBJECT:** AGENDA ITEM NO. 13.F

**APPROVAL OF COOPERATIVE AGREEMENT BETWEEN THE CITY OF JURUPA VALLEY, HIGHPOINTE EMERALD RIDGE, LLC, AND THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR CONSTRUCTION AND MAINTENANCE OF BELLTOWN 30<sup>TH</sup> STREET STORM DRAINS STAGE 2 GENERALLY LOCATED ALONG AVALON STREET, CANAL STREET, CANAL STREET EXTENSION, AND 30TH STREET**

---

### **RECOMMENDATION**

- 1) That the City Council approve the cooperative agreement with the Riverside County Flood Control and Water Conservation District (District) and Century Communities of California LLC, (Developer) and authorize the Mayor to sign the agreement.

### **BACKGROUND**

As a condition of approval, the Developer of TM 36947 (Emerald Ridge North) must construct certain flood control facilities in order to provide flood protection and drainage for their project and the surrounding development.

### **ANALYSIS**

The Developer and the District are proposing an agreement for the construction of flood control facilities in order to provide the required flood protection for the development. The proposed construction includes large diameter pipes (District Facilities) which will be owned and maintained by the District and which will outlet to existing District facilities (Rubidoux Retention Basin). The Developer and the District will construct all of the necessary facilities. The City will own and maintain the catch basins, connector pipes, and inlets located within the City right of way (identified as "CITY FACILITIES" in the cooperative agreement). The City is also party to this agreement as plan review and construction inspection will be conducted by City staff.



The District will calendar the agreement for consideration at the Board of Supervisor's regularly scheduled meeting upon City approval of this agreement. Prior to the start of construction, a surety will be posted with the City for the Developer Facilities and District Facilities for work described in the agreement.

## **OTHER INFORMATION**

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

Previous Actions:

- January 19, 2023: City Council approved MA 21060 and TTM 39647

## **FINANCIAL IMPACT**

Plan review and inspection fees will be deposited with the City prior to construction of the facilities. The City will be responsible for the maintenance of the catch basins, connector pipes and inlets within the public right of way. There is no financial impact anticipated other than routine cleaning of catch basins and pipes accepted into the City system as part of subdivision improvements. The catch basin inlet and pipe maintenance annual costs are expected to be minimal.

## **ALTERNATIVES**

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


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



Prepared by:

  
Octavio Duran Jr.  
Assistant City Engineer

Reviewed by:

  
Paul Toor  
Director of Public Works/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. Agreement



COOPERATIVE AGREEMENT  
Belltown 30<sup>th</sup> Street Storm Drain, Stage 2  
Belltown Line D, Stage 2  
Project Nos. 1-0-00158 and 1-0-00155  
Tract Map No. 36947

This Cooperative Agreement ("Agreement"), dated as of \_\_\_\_\_, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Jurupa Valley, a municipal corporation of the State of California ("CITY"), and Highpointe Emerald Ridge, LLC, a California limited liability company ("DEVELOPER"). DISTRICT, CITY and DEVELOPER are individually referred to herein as "Party" and collectively referred to herein as the "Parties". The Parties hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the city of Jurupa Valley and has submitted for approval Tract Map No. 36947 related to the property. Pursuant to the conditions of approval for Tract Map No. 36947, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

B. The legal description of the property related to Tract Map No. 36947 is provided in Exhibit "A", attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements related to Tract Map No. 36947 are shown on DISTRICT Drawing No. 1-0758 and shown in concept on Exhibit "B", attached hereto and made a part hereof, and include the construction of:

- (i). Belltown 30th Street Storm Drain, Stage 2 ("30<sup>TH</sup> STREET STAGE 2"), which is comprised of approximately 165 lineal feet of 48-inch diameter reinforced concrete pipe ("RCP"), as shown in concept in



- green on Exhibit "B". At its downstream terminus, 30<sup>TH</sup> STREET STAGE 2 will connect to DISTRICT's proposed Belltown 30th Street Storm Drain, Stage 1 facility, as shown on DISTRICT's Drawing No. 1-0737; and
- (ii). Belltown Line D, Stage 2 ("LINE D STAGE 2"), which is comprised of approximately 135 lineal feet of 72-inch and 48-inch diameter RCP, as shown in concept in blue on Exhibit "B". At the downstream terminus, LINE D STAGE 2 will connect to DISTRICT's existing Belltown Line D, Stage 1 facility, as shown on DISTRICT's Drawing No. 1-0590; and
  - (iii). All safety devices requested by DISTRICT staff during the course of project construction and during any final field inspections, including, but not limited to, concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER's contractor and are subject to DISTRICT's inspection and approval.
  - (iv). Together, 30<sup>TH</sup> STREET STAGE 2, LINE D STAGE 2 and SAFETY DEVICES are hereinafter called "DISTRICT FACILITIES"; and

D. Associated with the construction of DISTRICT FACILITIES is the construction of various curbs and gutters, inlets, outlets and certain lateral connector pipes that are 36 inches or less in diameter within CITY's right of way are hereinafter called "CITY FACILITIES".



E. Together, DISTRICT FACILITIES and CITY FACILITIES are hereinafter called "PROJECT"; and

F. All Parties recognize and acknowledge that if the downstream storm drain connection for the proposed Belltown 30<sup>th</sup> Street Storm Drain, Stage 1 facility is not completed prior to the construction of 30<sup>TH</sup> STREET STAGE 2, DEVELOPER will be responsible for constructing the downstream storm drain connection to the Rubidoux Basin, as shown on Sheets 2-4 on DISTRICT's Drawing No. 1-0737, to serve as an outlet for its planned development; and

G. Due to mutual interests in PROJECT, DEVELOPER and Century Communities of California, LLC, a Delaware limited liability company, have entered into a certain Easement Agreement and Agreement Regarding Constructing Improvements Affecting Real Property, Document No. 2022-0273906 in the Official Records of the County of Riverside, setting forth the terms and conditions by which each Party would contribute funding for the construction of PROJECT. Therefore, Century Communities of California consent is not required for the purposes of this Agreement as it pertains to the obligations of DEVELOPER; and

H. A portion of LINE D STAGE 2 is located within Union Pacific Railroad ("UPRR") held rights of way or easements. Therefore, prior to the commencement of PROJECT construction, DEVELOPER or DEVELOPER's construction contractor(s) must execute a separate Contractor's Right of Entry Agreement with UPRR, in the form attached hereto as Exhibit "C" and made a part hereof, setting forth the provisions under which DEVELOPER or DEVELOPER's construction contractor(s) will perform any work on the real property within UPRR's right of way; and

I. DISTRICT has entered into a certain Pipeline Crossing Agreement, Project No. 0784635 ("PIPELINE AGREEMENT"), with UPRR dated January 25, 2023 to operate and maintain a portion of 30TH STREET STAGE 2 within UPRR held rights of way. Subsequent to



the execution of PIPELINE AGREEMENT, CITY has agreed to accept responsibility of the operation and maintenance of said portion of 30TH STREET STAGE 2, therefore, DISTRICT intends to obtain UPRR's consent to assign its rights, interests and responsibilities under the PIPELINE AGREEMENT to CITY; and

J. DEVELOPER or DEVELOPER's construction contractor(s) must comply with the provisions of PIPELINE AGREEMENT. A true and correct copy of PIPELINE AGREEMENT has been provided to DEVELOPER. PIPELINE AGREEMENT describes the terms and conditions by which the portion of the LINE D STAGE 2 facility required in connection with the development of Tract Map No. 36947 is to be constructed by DEVELOPER and inspected and accepted for operation and maintenance by CITY; and

K. DEVELOPER and CITY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES; and

L. DEVELOPER and DISTRICT desire CITY to accept ownership and the responsibility for the operation and maintenance of CITY FACILITIES; and

M. DISTRICT is willing to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES provided DEVELOPER (i) complies with this Agreement; (ii) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications and (iii) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction, until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES and CITY accepts ownership and responsibility for the operation and maintenance of CITY FACILITIES as set forth herein; and

N. CITY is willing to (i) accept and hold faithful performance and payment bonds submitted by DEVELOPER on behalf of DISTRICT for DISTRICT FACILITIES; (ii)



review and approve DEVELOPER's plans and specifications for PROJECT; (iii) inspect the construction of PROJECT; (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way; (v) consent to the acceptance of PIPELINE AGREEMENT and (vi) accept ownership and responsibility for the operation and maintenance of CITY FACILITIES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

#### SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and submit to DISTRICT and CITY for their respective review and approval.

2. Continue to pay DISTRICT, within thirty (30) calendar days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with (i) the review and approval of IMPROVEMENT PLANS; (ii) the processing and administration of this Agreement and (iii) construction inspection costs. Additionally, DEVELOPER shall pay CITY, within thirty (30) calendar days after receipt of periodic billings from CITY, any and all such amounts as are deemed reasonably necessary by CITY to cover CITY's costs associated with (i) the review and approval of IMPROVEMENT PLANS; (ii) the processing and administration of this Agreement and (iii) construction inspection costs.



3. By execution of this Agreement, grant DISTRICT and CITY the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to and performing inspection services for the construction of PROJECT as set forth herein.

4. Upon execution of this Agreement or not less than twenty (20) calendar days prior to recordation of the final map for Tract Map No. 36947 or any phase thereof, whichever occurs first, provide CITY with faithful performance and payment bonds in accordance with CITY's municipal code or ordinance, including any amendments thereto, for the estimated cost for construction of (i) DISTRICT FACILITIES as determined by DISTRICT and (ii) CITY FACILITIES as determined by CITY. The surety, amount and form of the bonds shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and CITY FACILITIES are accepted by CITY as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY.

5. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, deposit with DISTRICT (Attention: Business Office – Accounts Receivable) and notify Contract Services Section the estimated cost of providing construction inspection for DISTRICT FACILITIES, in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the bonded value of DISTRICT FACILITIES.

6. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section) with a complete list of all contractors



and subcontractors to be performing work on PROJECT, including the corresponding license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

7. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section) with a construction schedule which shall show the order and dates in which DEVELOPER or DEVELOPER's contractor proposes to carry out the various parts of work, including estimated start and completion dates. As construction of PROJECT progresses, DEVELOPER shall update said construction schedule as requested by DISTRICT.

8. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section) with a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations; Section 5157, Permit Required Confined Space; and District Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and CITY's approval.

9. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT (Attention: Contract Services Section) and CITY. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in Exhibit "D", attached hereto and made a part hereof. DEVELOPER shall not commence construction until DISTRICT (Attention: Contract Services Section) and CITY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified



original policies of insurance including all endorsements and any and all other attachments. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

10. Upon DISTRICT and CITY approval of IMPROVEMENT PLANS or not less than twenty (20) calendar days prior to recordation of the final map for Tract Map No. 36947 or any phase thereof, whichever occurs first, furnish DISTRICT (Attention: Plan Check Section) and CITY with sufficient evidence of DEVELOPER securing the necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements as may be needed for the construction, inspection, operation and maintenance of PROJECT as determined and approved by DISTRICT and CITY.

11. [INTENTIONALLY DELETED]

12. [INTENTIONALLY DELETED]

13. Prior to the start on any portion of PROJECT construction, furnish DISTRICT (Attention: Plan Check Section) and CITY each with a set of final mylar plans PROJECT plans and assign their ownership to DISTRICT and CITY respectively.

14. Prior to the start on any portion of PROJECT construction, furnish DISTRICT (Attention: Plan Check Section) with an executed copy of the Contractor's Right of Entry Agreement with UPRR.

15. After receiving DISTRICT's plan check and administrative clearance for PROJECT construction as set forth in Sections I.1 through I.14, notify DISTRICT (Attention: Construction Management Section) and CITY with twenty (20) calendar days written notice of



intent to start of construction of PROJECT, and include PROJECT's geotechnical firm, concrete lab/test firm, D-Load test forms, trench shoring/false work calculations and concrete mix designs for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT. DISTRICT reserves the right to withhold issuance of the Notice to Proceed in accordance with Section IV.4.

16. Prior to commencing construction, obtain, at its sole cost and expense, and furnish DISTRICT (Attention: Plan Check Section) and CITY with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents may include, but are not limited to, those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

17. Not permit any change to or modification of DISTRICT and CITY approved IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and CITY.

18. Comply with all Cal/OSHA safety regulations, including, but not limited to, regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and CITY employees on the site.

19. Comply with all provisions of PIPELINE AGREEMENT.

20. Upon receipt of DISTRICT's written Notice to Proceed, construct or cause to be constructed PROJECT at DEVELOPER's sole cost and expense in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.



21. If construction has not commenced for the proposed Belltown 30<sup>th</sup> Street Storm Drain, Stage 1 facility, construct or cause to be constructed the downstream connection to the Rubidoux Basin as shown on Sheets 2-4 on DISTRICT's Drawing No. 1-0737.

22. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and CITY with written notice that PROJECT construction is substantially complete, and request (i) DISTRICT conduct a final inspection of DISTRICT FACILITIES and (ii) CITY conduct a final inspection of CITY FACILITIES.

23. [INTENTIONALLY DELETED]

24. [INTENTIONALLY DELETED]

25. Upon completion of PROJECT construction, accept ownership, sole responsibility and all liability whatsoever for the operation and maintenance of PROJECT until such time as (i) DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT FACILITIES and (ii) COUNTY accepts ownership and responsibility for operation and maintenance of COUNTY FACILITIES.

26. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (Attention: Construction Management Section) with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer; (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record and (iii) a redlined "record drawings" copy of IMPROVEMENT PLANS. After DISTRICT approval of the redlined "record drawings," DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT's office; after which, the



engineer shall review, stamp and sign the original IMPROVEMENT PLANS as "record drawings."

27. Ensure that all work performed pursuant to this Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable local, state and federal laws and regulations, including, but not limited to, all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

28. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees shall be computed as costs and included in any judgment rendered.

## SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.
2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.
3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.
4. [INTENTIONALLY DELETE]
5. Endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) calendar days of receipt of DEVELOPER's complete written notice as set forth in Section I.15.;



however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to DISTRICT's staff availability.

6. Reserves the right to withhold issuance of the Notice to Proceed pursuant to Section IV.4.

7. Upon issuance of the Notice to Proceed, provide written notice to UPRR in accordance with Article 9 of PIPELINE AGREEMENT of its intent to assign its rights, interests and responsibilities under PIPELINE AGREEMENT to CITY. PIPELINE AGREEMENT shall be assigned to CITY upon receipt of UPRR's written consent.

8. Inspect construction of DISTRICT FACILITIES.

9. Keep an accurate accounting and submit periodic invoices to DEVELOPER of all DISTRICT costs associated with the (i) review and approval of IMPROVEMENT PLANS and (ii) processing and administration of this Agreement.

10. Keep an accurate accounting of all DISTRICT construction inspection costs and, within forty-five (45) calendar days after DISTRICT acceptance of DISTRICT FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit as set forth in Section I.5. exceeds such inspection costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) calendar days after DISTRICT's acceptance of DISTRICT FACILITIES as being complete.

11. Upon (i) DISTRICT acceptance of PROJECT construction as being complete and (ii) DISTRICT receipt of stamped and signed "record drawing" of IMPROVEMENT PLAN as set forth in Section I.26., provide DEVELOPER with a reproducible duplicate copy of "record drawings" of IMPROVEMENT PLANS.

12. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, DISTRICT FACILITIES shall be in a



satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to any inspection and in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

13. [INTENTIONALLY DELETED]

14. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.22.; (ii) DISTRICT acceptance of PROJECT construction as being complete; (iii) DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section I.26.; (iv) DISTRICT FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT and (v) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

15. Upon both of the following: DISTRICT acceptance of DISTRICT FACILITIES and DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section I.26., provide CITY with (i) a reproducible duplicate copy of "record drawings" of constructed DISTRICT FACILITIES; (ii) a written notice that PROJECT is complete and (iii) request CITY to release bonds held for DISTRICT FACILITIES and CITY FACILITIES.

### SECTION III

CITY shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction when CITY has determined that such plans meet CITY standards.
2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, which meet the requirements of CITY municipal code or



ordinances, including any amendments thereto, as set forth in Section I.4., for the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT and CITY FACILITIES as determined by CITY and hold said bonds as provided in this Agreement. The bonds shall list CITY as obligee and be subject to the approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and CITY FACILITIES are accepted by CITY as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY. CITY shall not release said bonds until DISTRICT provides CITY with a reproducible duplicate copy of "record drawings" and written notification that PROJECT is complete as set forth in Section II.15.

3. Request DEVELOPER update the construction schedule as deemed necessary.
4. By execution of this Agreement, grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way.
5. [INTENTIONALLY DELETED]
6. [INTENTIONALLY DELETED]
7. Inspect PROJECT construction.
8. [INTENTIONALLY DELETED]
9. Prior to acceptance of CITY FACILITIES, consent to the assignment of PIPELINE AGREEMENT.



10. Accept ownership and sole responsibility for the operation and maintenance of CITY's FACILITIES upon (i) DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance; (ii) CITY's final inspection of CITY FACILITIES and (iii) CITY's sole determination that CITY FACILITIES are in a satisfactorily maintained condition.

11. Release occupancy permits in accordance with the approved conditions of approval for Tract Map No. 36947.

12. Upon DISTRICT and CITY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way, which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

#### SECTION IV

It is further mutually agreed:

1. DISTRICT may withhold acceptance for ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES unless and until DEVELOPER performs all obligations under this Agreement.

2. All construction work involved with PROJECT shall be inspected by DISTRICT and CITY but shall not be deemed complete until DISTRICT and CITY mutually agree in writing that construction of PROJECT is completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

3. DISTRICT and CITY personnel may observe and inspect all work being done on DISTRICT FACILITIES but shall provide any comments to DISTRICT personnel who



shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of PROJECT.

4. If DEVELOPER fails to commence construction of PROJECT within twenty-four (24) consecutive months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed after this period of time pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.15. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT. In the event of a change in the existing site conditions that materially affects PROJECT function or CITY's ability to operate and maintain CITY FACILITIES, CITY may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by CITY.

5. DEVELOPER shall complete construction of PROJECT within twelve (12) months after commencement of construction of PROJECT, unless CITY and DISTRICT agree to extend the time to complete construction. Failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for (i) DISTRICT to terminate the Agreement and (ii) CITY to perform the remaining work on PROJECT and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. Should CITY perform the remaining work on PROJECT under this section, DEVELOPER grants to CITY and CITY's officers, deputies, employees, agents, representatives, contractors and other designees the irrevocable permission to enter upon the Tract Map No. 36947 to complete construction and remaining work on PROJECT. This right of entry shall terminate when such construction and



remaining work is complete. CITY shall subsequently reimburse DISTRICT from the funds paid by DEVELOPER's surety for any DISTRICT costs incurred.

6. In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience, and upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.5. exceeds Ten Thousand Dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) calendar days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of Ten Thousand Dollars (\$10,000) shall be retained on account.

7. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless otherwise approved in writing by DISTRICT and CITY. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on DISTRICT or CITY designated legal holidays, DEVELOPER shall make a written request for permission from DISTRICT and CITY to work the additional hours. The request shall be submitted to DISTRICT and CITY at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT and CITY at their sole discretion and shall be final. If permission is granted by DISTRICT and CITY, DEVELOPER will be charged the cost incurred



at the overtime rates for additional inspection time required in connection with the overtime work in accordance with County of Riverside Ordinance Nos. 671 and 749, including any amendments thereto.

8. DEVELOPER shall indemnify and hold harmless DISTRICT, the County of Riverside, CITY (including each of their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, City Council, elected and appointed officials, employees, contractors, agents and representatives) (individually and collectively referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any services of DEVELOPER and/or DEVELOPER's construction contractor(s), (including their respective officers, employees, subcontractors, agents or representatives) arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever. DEVELOPER or DEVELOPER's construction contractor(s) shall defend, at its sole expense, including all costs and fees, including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

9. With respect to any action or claim subject to indemnification herein by DEVELOPER, DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and may adjust, settle or compromise any such action or claim only with the prior consent of DISTRICT, the County of Riverside and CITY. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe DEVELOPER's indemnification to Indemnitees as set forth herein. No settlement on behalf of CITY that would impose construction, maintenance or other obligations on CITY beyond those described in this Agreement shall be effective unless and until the settlement agreement is agreed to in writing by the City Manager on behalf of CITY.



10. DEVELOPER's and DEVELOPER's construction contractor(s) obligation hereunder shall be satisfied when DEVELOPER or DEVELOPER's construction contractor(s) has provided to DISTRICT, the County of Riverside and CITY the appropriate form of dismissal relieving DISTRICT, the County of Riverside or CITY from any liability for the action or claim involved.

11. The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER's or DEVELOPER's construction contractor(s) obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

12. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve DEVELOPER or DEVELOPER's construction contractor(s) from indemnifying the Indemnitees to the fullest extent allowed by law.

13. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, the County of Riverside and CITY (including each of their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, City Council, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law or ordinance which seeks to impose any other liability or damage whatsoever for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release by DISTRICT, County of Riverside or CITY (including their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) of



DEVELOPER from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of PROJECT by DEVELOPER after the acceptance of PROJECT by DISTRICT or CITY.

14. Any waiver by any Party hereto of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any Party hereto to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping such Party from enforcement hereof.

15. Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

To DISTRICT: RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Attn: Contract Services Section

To CITY: CITY OF JURUPA VALLEY  
8930 Limonite Avenue  
Jurupa Valley, CA 92509  
Attn: Octavio Duran Jr.

To DEVELOPER: HIGHPOINTE EMERALD RIDGE, LLC  
16501 Scientific Way  
Irvine, CA 92618  
Attn: Ross Yamaguchi

16. This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

17. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of



competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other County.

18. This Agreement is the result of negotiations between the Parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

19. The provisions of this Agreement are solely for the benefit of the Parties and not for the benefit of any third party. Accordingly, no third party shall have any right or action based on the provisions of this Agreement.

20. The rights and obligations of DEVELOPER shall inure to and be binding upon all heirs, successors and assignees.

21. No Party shall assign this Agreement without the written consent of all other Parties. Any attempt to delegate or assign any interest herein without written consent of all other Parties shall be deemed void and of no effect.

22. In the event DEVELOPER sells Tract Map No. 36947, DEVELOPER shall notify DISTRICT and CITY of any such transfer or assignment in writing no later than thirty (30) calendar days from the date of the sale. DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties in this Agreement until DISTRICT, CITY, DEVELOPER and the new owner(s) of Tract Map No. 36947 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations hereunder to the new owner(s) of Tract Map No. 36947.

23. The individual(s) executing this Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute



this Agreement and have been authorized to do so by all boards of directors, legal counsel and/or any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering into this Agreement.

24. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

25. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

\_\_\_\_\_  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

By \_\_\_\_\_  
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

By \_\_\_\_\_  
CAROLINE K. MONROY  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

[Signed in Counterpart]

Cooperative Agreement  
Belltown 30<sup>th</sup> Street Storm Drain, Stage 2  
Belltown Line D, Stage 2  
Project Nos. 1-0-00158 and 1-0-00155  
Tract Map No. 36947  
AMR:blm  
06/28/23



RECOMMENDED FOR APPROVAL:

CITY OF JURUPA VALLEY

By \_\_\_\_\_  
ROD BUTLER  
City Manager

By \_\_\_\_\_  
CHRIS BARAJAS  
Mayor

APPROVED AS TO FORM:

ATTEST:

By \_\_\_\_\_  
PETER M. THORSON  
City Attorney

By \_\_\_\_\_  
VICTORIA WASKO  
City Clerk

(SEAL)

Cooperative Agreement  
Belltown 30<sup>th</sup> Street Storm Drain, Stage 2  
Belltown Line D, Stage 2  
Project Nos. 1-0-00158 and 1-0-00155  
Tract Map No. 36947  
AMR:blm  
06/28/23



**HIGHPOINTE EMERALD RIDGE, LLC,**  
a California limited liability company

By HP-SA ER, LLC,  
a California limited liability company,  
its Manager

By: Highpointe Investments LLC,  
a California limited liability company,  
Its Manager

By   
TIMOTHY D. ENGLAND  
Managing Member

By: Shakoory Investments, LLC,  
a California limited liability company,  
Its Manager

By   
BABAK SHAKOORY  
Manager

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Cooperative Agreement  
Belltown 30<sup>th</sup> Street Storm Drain, Stage 2  
Belltown Line D, Stage 2  
Project Nos. 1-0-00158 and 1-0-00155  
Tract Map No. 36947  
AMR:blm  
06/28/23



**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California

County of

ORANGE

On

July 6, 2023

Date

before me,

Stacey Osso, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Timothy D. England and

Name(s) of Signer(s)

Babak Shakoori

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



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

WITNESS my hand and official seal.

Signature

[Signature]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document:

Cooperative Agreement

HP Emerald Ridge

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

(City copy)

**Capacity(ies) Claimed by Signer(s)**

Signer's Name:

Signer's Name:

☐ Corporate Officer – Title(s):

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Trustee

☐ Guardian or Conservator

☐ Other:

☐ Other:

Signer is Representing:

Signer is Representing:



# **EXHIBIT A**

## **LEGAL DESCRIPTION**

Real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

PARCEL 1: (APN: 178-070-007)

THAT CERTAIN REAL PROPERTY AS SHOWN BY MAP ON FILE IN BOOK 9 PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE AT THE INTERSECTION OF THE NORTH RIVERSIDE AND JURUPA CANAL AND THE SOUTHWESTERLY SIDE OF SECOND STREET, PRODUCED NORTHWESTERLY ACROSS SAID CANAL AS SHOWN BY MAP OF WEST RIVERSIDE ABOVE DESCRIBED;  
THENCE NORTH 53 DEGREES 15' WEST ALONG THE SOUTHWESTERLY LINE OF SAID SECOND STREET, PRODUCED NORTHWESTERLY 1040.35 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 7 DEGREES 5' WEST, 752.02 FEET;  
THENCE NORTH 29 DEGREES 51' WEST, 90 FEET;  
THENCE NORTH 0 DEGREES 27' WEST, 229.2 FEET;  
I THENCE NORTH 16 DEGREES 14' WEST, 134 FEET;  
THENCE NORTH 4 DEGREES 6' EAST, 238.35 FEET;  
THENCE NORTH 31 DEGREES 29' EAST, 122.1 FEET TO THE NORTHEASTERLY LINE OF SAID SECOND STREET, PRODUCED NORTHWESTERLY, SAID POINT BEING SOUTHWESTERLY CORNER OF SAID LOT 16 OF LA RANCHERIA ESPLENDIDA, AS SHOWN BY MAP ON FILE IN BOOK 4 PAGE 77 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 16 TO THE SOUTHEASTERLY CORNER THEREOF;  
THENCE ACROSS SECOND STREET, PRODUCED TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION THEREOF INCLUDED IN SECOND STREET. SAID PARCEL OF LAND IS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 8 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2: (APN: 178-070-006)

THAT CERTAIN REAL PROPERTY SHOWN ON MAP OF WEST RIVERSIDE, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, AND ALSO MAP OF BLOCK 1 LOMA ALTA TRACT ON FILE IN BOOK 6, PAGE 8 OF MAPS, RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE AT THE INTERSECTION OF THE NORTH RIVERSIDE AND JURUPA CANAL AND THE SOUTHWESTERLY LINE OF SECOND STREET, PRODUCED NORTHWESTERLY ACROSS SAID CANAL, AS SHOWN ON SAID MAP; THENCE SOUTH 46° 11' WEST, 662.3 FEET ALONG SAID CANAL; THENCE NORTH 53° 15' WEST, 559.65 FEET; THENCE NORTH 7° 5' EAST, 752.02 FEET; THENCE SOUTH 53° 15' EAST, 1040.35 FEET THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF, IF ANY, INCLUDED IN THE RIGHT OF WAY OF THE SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD FROM "BLY QUARRY SPUR" TO THE PLANT OF THE RIVERSIDE PORTLAND CEMENT COMPANY.

PARCEL 2A:

A RIGHT OF WAY FOR PIPE LINES OVER THAT PORTION BEGINNING AT THE INTERSECTION OF THE



WESTERLY LINE OF THE RIGHT OF WAY OF THE NORTH RIVERSIDE AND JURUPA CANAL AND THE LOT LINE BETWEEN LOTS 3 AND 4 IN BLOCK 23 OF MAP OF WEST RIVERSIDE, AS SHOWN BY MAP ON FILE IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, PRODUCED NORTHWESTERLY, ACROSS SAID CANAL; THENCE SOUTH 35° 2' WEST, 327.1 FEET; THENCE SOUTH 36° 45' WEST, 181.5 FEET; THENCE SOUTH 35° 20' WEST, 292.4 FEET, THE LAST THREE COURSES FOLLOW AND ARE PARALLEL WITH AND 16-1/2 FEET DISTANT FROM THE CENTER LINE OF SAID CANAL; THENCE NORTH 53° 15' WEST, 432.9 FEET; THENCE NORTH 19° 17' EAST, 395 FEET; THENCE NORTH 36° 30' EAST, 150 FEET; THENCE NORTH 24° 34' EAST, 160 FEET; THENCE NORTH 13° 14' EAST, 127.1 FEET; THENCE NORTH 21° 47' EAST, 160 FEET; THENCE NORTH 39° 48' EAST, 100 FEET; THENCE NORTH 65° 8' EAST, 100 FEET; THENCE NORTH 46° 41' EAST, 150 FEET; THENCE NORTH 72° 9' EAST, 329.7 FEET; THENCE SOUTH 53° 17' EAST, 547.2 FEET, MORE OR LESS, TO A POINT 16-1/2 FEET FROM THE CENTER LINE OF SAID CANAL; THENCE SOUTHWESTERLY PARALLEL WITH AND 16-1/2 FEET FROM THE CENTER LINE OF SAID CANAL AND FOLLOWING THE CURVATURES THEREOF TO THE POINT OF BEGINNING.

PARCEL 3: (APN: 178-120-001)

THAT CERTAIN REAL PROPERTY SHOWN ON MAP OF WEST RIVERSIDE, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, AND ALSO MAP OF BLOCK 1 LOMA ALTA TRACT ON FILE IN BOOK 6, PAGE 8 OF MAPS, RECORDS OF RIVERSIDE COUNTY, AND MAP OF PORTION OF THE RUBIDOUX RANCHO ON FILE IN BOOK 5, PAGE 169 OF MAPS, RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A STAKE AT THE INTERSECTION OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE NORTH RIVERSIDE AND JURUPA CANAL WITH THE CENTER LINE OF SECOND STREET, EXTENDED WESTERLY, SAID SECOND STREET BEING LOCATED BETWEEN BLOCKS 23 AND 24 OF MAP OF WEST RIVERSIDE, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON FILE IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY; THENCE FROM SAID INTERSECTION SOUTH 36° 45' WEST, 33 FEET; THENCE SOUTH 46° 11' WEST, 662.3 FEET, TO THE TRUE POINT OF BEGINNING; THE LAST TWO COURSES FOLLOWING THE WESTERLY LINE OF SAID RIGHT OF WAY OF SAID CANAL; THENCE FROM SAID BEGINNING POINT NORTH 53° 15' WEST 559.65 FEET; THENCE NORTH 29° 51' WEST 90 FEET; THENCE SOUTH 16° 59' WEST 339 FEET; THENCE SOUTH 37° 01' WEST 192.8 FEET; THENCE SOUTH 47° 05' WEST 493.8 FEET; THENCE SOUTH 31° 24' WEST 387.7 FEET; THENCE SOUTH 24° 15' WEST 262.9 FEET; THENCE SOUTH 15° 14' WEST 110.6 FEET; THENCE SOUTH 59° 11' EAST 416.62 FEET, TO THE WESTERLY LINE OF THE RIGHT OF WAY OF SAID CANAL; THENCE NORTH 34° 48' EAST 199.5 FEET; THENCE NORTH 45° 45' EAST, 380.8 FEET; THENCE NORTH 37° 40' EAST 179.2 FEET; THENCE NORTH 30° 16' EAST, 547.4 FEET; THENCE 47° 59' EAST 376.8 FEET TO THE POINT OF BEGINNING; THE LAST 5 COURSES FOLLOWING ALONG THE WESTERLY LINE OF THE RIGHT OF WAY OF SAID CANAL.

EXCEPTING THEREFROM THE PORTION THEREOF INCLUDED IN ALTA AVENUE.

SAID PROPERTY IS ALSO SHOWN ON LICENSED LAND SURVEYOR'S MAP ON FILE IN BOOK 7, PAGE 3 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 4: (APN: 179-060-002)

THAT PORTION OF LOT 7 OF ARTHUR PARK'S TRACT, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGES 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 7;



THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 7, SOUTH 58°40'44" EAST, 450.00 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE OF LOT 7, SOUTH 46°53'47" WEST, 277.44 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1462.68 FEET;

THENCE SOUTHWESTERLY 115.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°32'06";

THENCE SOUTH 42°21'41" WEST, 191.80 FEET;

THENCE NORTH 47°38'19" WEST, 20.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 428.34 FEET;

THENCE SOUTHWESTERLY 456.87 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°06'43";

THENCE NORTH 76°31'36" WEST, 135.56 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 7;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE, NORTH 39°00'14" EAST, 939.99 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING FROM THE HEREINABOVE DESCRIBED PROPERTY ANY PORTION THEREOF INCLUDED IN PUBLIC ROADS.

PARCEL 5: (APN: 178-070-004 AND 178-120-002)

THAT CERTAIN IRRIGATION DITCH OR CANAL COMMONLY KNOWN AS THE NORTH RIVERSIDE AND JURUPA CANAL, A PLAT OF THAT PORTION OF SAID CANAL LYING WITHIN THE BOUNDARY OF MAP OF A PORTION OF THE NORTH RIVERSIDE AND JURUPA CANAL, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING ON FILE IN BOOK 8, PAGE 43 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING ANY PORTION THEREOF LYING NORTH OF THE LOT LINE BETWEEN LOTS 3 AND 4 IN BLOCK 23, PROJECTED WESTERLY ACROSS SAID CANAL, OF MAP OF WEST RIVERSIDE, AS SHOWN BY MAP RECORDED IN BOOK 9, PAGE 34 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

ALSO EXCEPTING ANY PORTION LYING SOUTHWESTERLY OF THE NORTHEAST LINE OF ARTHUR PARKS TRACT RECORDED IN BOOK 1, PAGE 21 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.



# EXHIBIT B



Cooperative Agreement  
Belltown 30th Street Storm Drain, Stage 2  
Belltown Line D, Stage 2  
Project Nos. 1-0-00158 and 1-0-00155  
Tract Map No. 36947



**EXHIBIT C**  
**TO**  
**SUPPLEMENTAL AGREEMENT**

Folder No. 01854-69

Form Approved, AVP-Law  
09/01/2018

**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ by and between  
UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, ("Railroad") and  
\_\_\_\_\_, a  
\_\_\_\_\_ corporation ("Contractor"), to be  
addressed at \_\_\_\_\_.

**RECITALS:**

The Contractor has been hired by **Riverside County Flood Control And Water Conservation District** to replace the existing CMP pipe with a new RCP pipe for the existing underground pipeline crossing (the "work"), with all or a portion of such work to be performed on property of Railroad at Mile Post 5.43, on the Crestmore (CE007) Subdivision at or near RIVERSIDE, Riverside County, California, pursuant to a Supplemental Agreement between Railroad and Riverside County Flood Control And Water Conservation District with an effective date of 3/17/2000 at such location as shown on the print marked **Exhibit A** attached hereto and hereby made a part hereof.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement.

**AGREEMENT:**

NOW, THEREFORE, it is mutually agreed by and between the Railroad and Contractor, as follows:

**Article I. DEFINITION OF CONTRACTOR.**

For purposes of this Agreement, all references in this Agreement to the Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

**Article II. RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing any work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article IV, and is strictly limited to the scope of work identified to the Railroad, as determined by the Railroad in its sole discretion, and for no other purpose.



**Article III. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.**

The terms and conditions contained in **Exhibit B** and **C**, attached hereto, are hereby made a part of this Agreement.

**Article IV. ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

<a href="http://www.up.com/real_estate/third-party-flagging/index.htm">www.up.com/real_estate/third-party-flagging/index.htm</a>	<b>Manager Signal Maintenance</b> Jose D. Garcia 323 312-9382 jdgarcia@up.com
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C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**Article V. TERM; TERMINATION.**

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue for one (1) year from 3/17/2000, unless sooner terminated as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**Article VI. CERTIFICATE OF INSURANCE.**

A. Only upon request, Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in **Exhibit C** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Folder No: 01854-69  
Union Pacific Railroad Company  
1400 Douglas Street STOP 1690  
Omaha, Nebraska 68179-1690



**Article VII. CHOICE OF FORUM.**

Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the State of California only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

**Article VIII. DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**Article IX. ADMINISTRATIVE FEE.**

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad **One Thousand Dollars (\$1,000.00)** as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

**Article X. CROSSINGS.**

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

**Article XI. EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written approval of Railroad.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

By: \_\_\_\_\_  
Thomas Leddy  
Manager II - Real Estate

\_\_\_\_\_  
(Contractor Name)

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

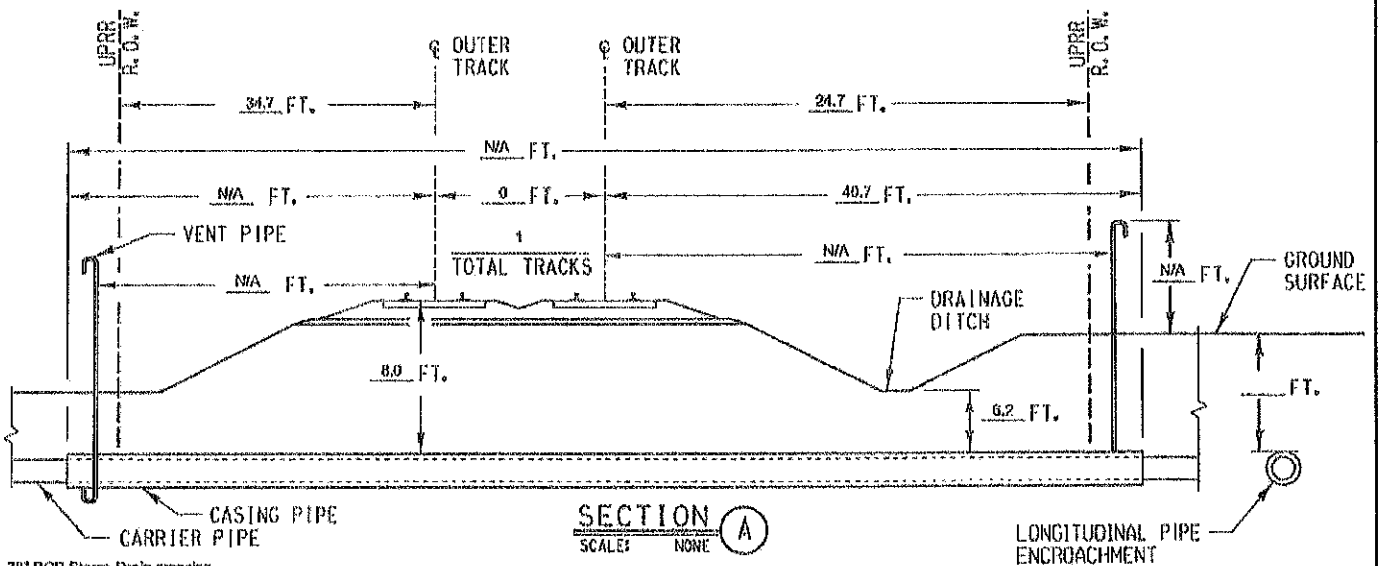
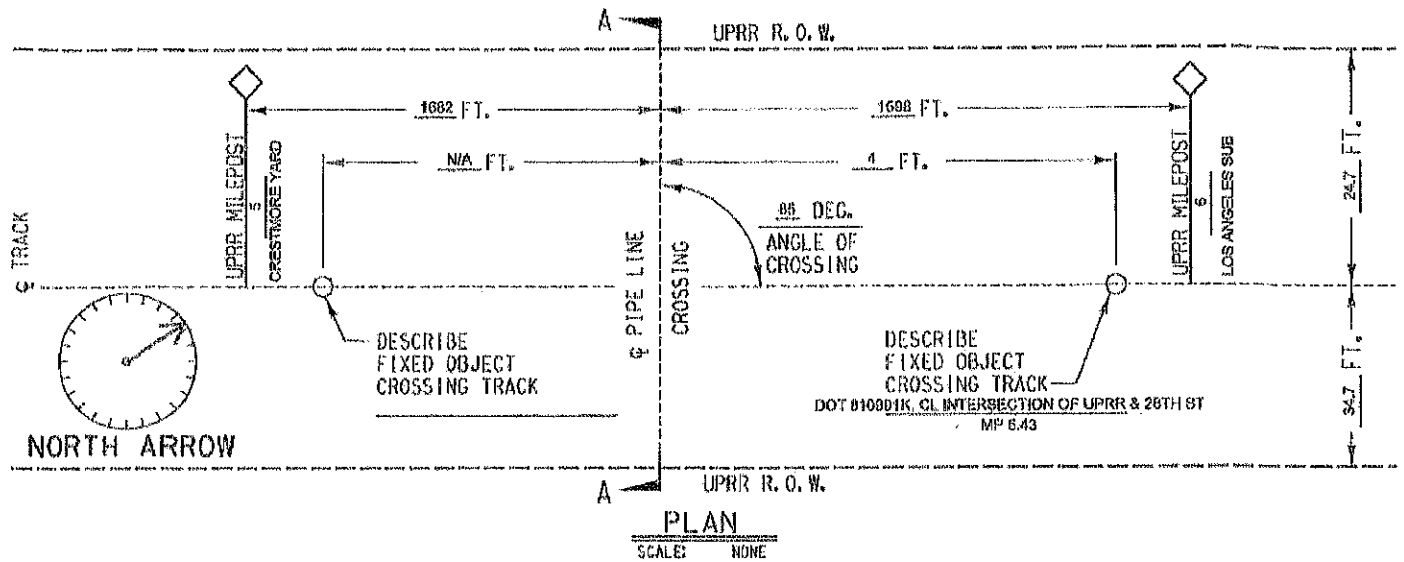
Telephone: \_\_\_\_\_

Email: \_\_\_\_\_



# NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING  
☐ ENCROACHMENT  
☐ BOTH



NOTES: 72" RCP Storm Drain crossing

- 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK.  
2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.3.

- A) METHOD OF INSTALLATION OPEN TRENCH  
B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT 40.7 FT.  
C) SIGNS PROVIDED? YES  
D) CARRIER MATERIAL RCP, IF RCP, CLASS V?         
COMMODITY TO BE CONVEYED STORM WATER  
OPERATIONAL PRESSURE N/A PSI. MAOP N/A PSI.  
WALL THICKNESS (INCH)/ SCHEDULE 7.75 IN. DIAMETER 72 IN.  
CATHODIC/COATING PROTECTION NO  
E) CASING MATERIAL N/A, IF RCP, CLASS V? N/A  
TOTAL LENGTH CASING PIPE: N/A FT.  
WALL THICKNESS N/A IN. DIAMETER N/A IN.  
CATHODIC/COATING PROTECTION N/A  
CASING PIPE IS N/A AT THE ENDS.  
F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF  
BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES  
N/A AND N/A.



**BUILDING AMERICA®**

## ATTACHMENT A

SUBDIVISION: CRESTMORE CE007

TRACK TYPE: OR SPUR TRACK

M.P.: 5.43

LAT.: 34.0111108

E.S.M.: 180

LONG.: -117.4001002

NEAREST CITY: CRESTMORE

COUNTY: RIVERSIDE COUNTY

STATE: CA

APPLICANT: RSCFC

FILE NO.:       

DATE: 6 / 16 / 2022



**ATTACHMENT B**  
**To**  
**CONTRACTOR'S RIGHT OF ENTRY AGREEMENT**

**Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time.



When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

**Section 2.      LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A.      The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B.      The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3.      NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A.      Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B.      Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

**Section 4.      LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.



**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit [up.com/CBUD](http://up.com/CBUD) to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

A. A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's then current safety standards located at [www.up.com/es/groups/public/@uprr/@suppliers/documents/up\\_pdf\\_nativedocs/pdf\\_up\\_supplier\\_safety\\_req.pdf](http://www.up.com/es/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf)

B. to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.



D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

**Section 8. INDEMNITY.**

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify Railroad under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against Railroad.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.



**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors, and shall require all subcontractors to maintain the insurance coverage required to be maintained by Contractor as provided in this Agreement, and to indemnify Contractor and Railroad to the same extent as Railroad is indemnified by Contractor under this Agreement.



Form Approved, AVP-Law  
09/01/2018

## ATTACHMENT C

### Union Pacific Railroad Company Insurance Provisions For Contractor's Right of Entry Agreement

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from the Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

**A. Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

**B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) if required by law.

**C. Workers Compensation and Employers Liability Insurance.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.



If Contractor is self-insured, evidence of state approval and excel workers compensation coverage must be provided. Coverage must include liability arising out of the U.S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. Railroad Protective Liability Insurance. Contractor must maintain Railroad Protective Liability Insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named Insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. Umbrella or Excess Insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. Pollution Liability Insurance. Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### Other Requirements

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional Insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.



I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.



## **Exhibit D**

DISTRICT's Insurance Requirements is as follows:

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If DEVELOPER has employees as defined by the State of California, DEVELOPER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER's performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If DEVELOPER's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.



## **Exhibit D**

**D. Professional Liability:**

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

**E. General Insurance Provisions – All Lines:**

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, DEVELOPER's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and



## **Exhibit D**

related investigations, claims administration, and defense costs and expenses.

- c. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.
- d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- e. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes,



## **Exhibit D**

etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.

- g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- i. DEVELOPER agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.



# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** AUGUST 3, 2023

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** ROD BUTLER, CITY MANAGER

**BY:** PAUL TOOR, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

**SUBJECT:** AGENDA ITEM NO. 13.G

### **REJECTION OF BID FOR THE PUBLIC WORKS SERVICE TRUCK**

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#### **RECOMMENDATION**

It is recommended that the City Council reject the bid received in response to the Public Works Service Truck Request for Quotes.

#### **BACKGROUND**

The City covers 44-square miles and the maintenance of public streets is provided by in-house staff and through outside contracts. The City currently has seven in-house maintenance workers who are responsible for responding to resident requests for service, emergency calls, sign replacement installation, illegal dumping, and related miscellaneous services.

Last fiscal year, Public Works maintenance staff responded to 3,029 service requests for maintenance. Reports of illegal dumping was the single highest request and made up 39% of the total maintenance requests received. The City has been making a reasonable effort to gradually acquire its own vehicles and equipment since its incorporation to ensure efficient delivery of services.

On June 15, 2023, the City Council approved the Fiscal Year 2023/24 City budget, which included funding to purchase one backhoe loader, one replacement service truck, and another service truck with tipping capabilities (dump truck) for the Public Works Department.

#### **ANALYSIS**

Currently, two of the service trucks in the Public Works Department are nearing the end of their useful life and need replacement.



City staff published a Request for Quotes for a field truck on July 6, 2023, on PlanetBids, the City's online procurement system.

The invitation for bids closed on July 14, 2023, and the City received one (1) bid.

Bidder	Price
Transwest Truck Center, Fontana	\$77,392.16

Staff evaluated the bid and determined the bid received by Transwest Truck Center is over the approved budget for this piece of equipment. Staff intends to explore the open market for a more competitively priced unit.

### **FINANCIAL IMPACT**

No financial impact

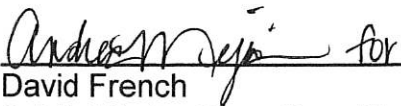
### **ALTERNATIVES**

1. Accept the Proposal
2. Provide alternative direction to staff

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



Prepared by:

  
David French  
Public Works Operations Manager

Reviewed by:

  
Paul Toer  
Director of Public Works/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. Bid from Transwest Truck Center, LLC.



**RFQ – 2324-01**

**ONE (1) NEW 2022/2023 FIELD SERVICE TRUCK**

**July 6, 2023**



**APPROVED:**

Paul Toor, Public Works Director/City Engineer

**City of Jurupa Valley  
Public Works Department  
8930 Limonite Avenue  
Jurupa Valley, CA 92509**

**Submittal Deadline: July 14, 2023 3:00 p.m.**



**CITY OF JURUPA VALLEY  
INVITATION FOR BIDS  
2022/2023 MODEL FIELD SERVICE TRUCK**

City of Jurupa Valley  
Public Works Department  
8930 Limonite Ave.  
Jurupa Valley, CA 92509  
(951) 332-6464

NOTICE IS HEREBY GIVEN that the CITY OF JURUPA VALLEY PUBLIC WORKS DEPARTMENT (herein called the "City") invites and will receive bids up to the hour of 3:00 p.m. Pacific Daylight Savings Time (PDT) on **July 14, 2023** for the purchase of one (1) New 2022/2023 Ford F150 (As Like) Field Service Truck.

PlanetBids will be the primary tool to administer this RFQ and all communication, including responses to questions and addenda, will be made exclusively through PlanetBids. No faxes or emails will be accepted. The applicant shall deliver the original proposal and two additional copies to the above-stated address. Costs for preparing the proposal shall be borne by the proposing firm.

**ELECTRONIC SUBMISSION**

Bids will be accepted online through the City of Jurupa Valley's PlanetBids public portal, until **3:00 p.m. on July 14, 2022**. Late bids will not be accepted and will be automatically rejected through the PlanetBids system.

Public Portal: <https://www.planetbids.com/portal/portal.cfm?CompanyID=26879>

**INFORMATION FOR BIDDERS**

The Bid Proposal forms include "Specifications Compliance" and "Bid Form". The Addendum, if issued, will be posted on PlanetBids. Bidder must acknowledge Addendum, if issued, by submitting signed Addendum with the Bid Proposal Forms.

The City may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bid or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. All Bids shall remain firm for at least ninety (90) calendar days after the date and time of the bid opening unless otherwise specified. Should there be reasons why the Bid cannot be awarded within the specified period; the time may be extended by mutual agreement between the City and the Bidder. Award of Bid will be to the lowest responsible Bidder as determined by the City. A conditional or qualified Bid will not be accepted. The failure and omission of any Bidder to do any of the foregoing shall not relieve any Bidder from any obligation with respect to the Bid. The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives.

PlanetBidsPublic Portal: <https://www.planetbids.com/portal/portal.cfm?CompanyID=26879>



The proposed timeline of events associated with the awarding of Bid Proposal:

Release of Advertisement for Bids		July 6, 2023
Bid Submission (Electronic Only)	3:00 p.m.	July 14, 2023 at 3:00 p.m.
Anticipated Award of Bid		August 2023

### **EXHIBIT A**

Prior to receiving, the one (1) New 2021/2022 Field Truck (Ford F150 As Like) will be inspected to ensure the vehicle meets the specifications. The new truck must be completely assembled, ready to operate, and serviced with FULL TANK OF FUEL by Bidder prior to acceptance by the City.

## **SPECIFICATIONS COMPLIANCE**

The Bidder shall note their compliance with each specification in the box provided with an X or check mark. Each line item requires an X or check mark. Any specification left blank shall be considered a non-responsive Bid and will be rejected. Any deviations from the specifications or where submitted literature does not fully support the meeting of the specifications, must be clearly cited and explained by the Bidder in the comment section following the specifications. The City will be responsible for determining specifications compliance.

**Yes    No    Each line specification requires checking either the Yes or No box**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> <input type="checkbox"/> | Truck supplied shall be the manufacturer's current production model and shall be bid with all of the standard equipment as specified in the manufacturer's printed literature. In addition, the truck shall include the equipment shown on the subsequent specifications, but may not be limited to said equipment. |
| <input checked="" type="checkbox"/> <input type="checkbox"/> | Bidder shall quote purchase price to include manufacturer's warranty for one (1) New Model 2022/2023 New 2022/2023 Ford F150 (As Like) Field Service Truck. The warranty shall commence upon acceptance of the completed vehicle by the City.   |
| <input checked="" type="checkbox"/> <input type="checkbox"/> | Bidder shall quote the price for the one (1) New 2022/2023 Ford F150 (As Like) Field Service Truck, including seven and three quarter percent (7.75%) sales tax, but excluding Federal excise tax. Bidder quote shall include delivery charges to the City.   |
| <input checked="" type="checkbox"/> <input type="checkbox"/> | Truck must meet all current air quality standards, California Emission Control Regulations, all Federal Safety Standards, and Department of Motor Vehicle Regulations.  |
| <input checked="" type="checkbox"/> <input type="checkbox"/> | Bid shall include estimated delivery date of the New 2022/2023 Ford F150 (As Like) Field Service Truck. The estimated delivery date shall be one hundred eighty (180) days or less from the date of bid award.  |



- ☐ ☒ Pricing includes leveraged purchase agreement (LPA), such as Sourcewell, City ID# - 115109, Omnia partners etc, in accordance with the time specified on the bid proposal.

### Field Truck

**Preferable Make:** Ford (As Like)

**Year:** 2022 or 2023

**2024**

**Model:** Super Duty F-250 XL or F-350 XL Utility Truck **F350 SRW cab/chassis to fit 9' Harbor Body**

**Cab:** Reg Cab **Yes**

**Paint:** Oxford White **Yes**

**Powertrain:** 6.8L 2 Valve DEVCT NA PFI V8 Gas Engine (Other engine options ok), 4x2 (4x4 ok), TorqShift-G Ten-Speed Automatic with Selectable Drive Modes (other transmissions ok), 3.73 Non-limited slip axle ratio. **7.3 Gas V8**  
**10 speed auto (gears 8,9,10 are overdrive), 4.30 axle ratio**

### Exterior

**Wheels:** 17" Argent Painted Steel Wheel with Painted Hub Covers and Center Ornaments (Other wheel options ok)

**Tires:** LT245/75R17E BSW A/S Tires (other tires ok) **275/65/RS18 AS BSW 10ply rating**

### Options:

#### Exterior

- |  |                          |
|--|--------------------------|
| - Trailer Tow Mirrors – Manually Telescoping and Folding with Power and Heater Glass | <b>Yes</b>               |
| - Platform Running Boards  | <b>Yes</b>               |
| - Splash Guards/Mud Flaps (Rear & Front)   | <b>Yes</b>               |
| - Tailgate – Removable   | <b>Harbor design</b>     |
| - Bed Hooks – Black, Retractable   | <b>Yes, 4 total</b>      |
| - Tough Bed (spray-in bedliner)  | <b>Yes</b>               |
| - Wheel Well Liner (Front/Rear)  | <b>yes</b>               |
| - LED Roof Marker/Clearance Lamps  | <b>Not Avail. on SRW</b> |
| - LED Box Lighting   | <b>Rear Cargo light</b>  |

#### Interior

- |   |            |
|---|------------|
| - Medium Dark Slate   | <b>Yes</b> |
| - Heavy-Duty Vinyl 40/20/40 Split Bench Seats with Center Armrest | <b>Yes</b> |
| - Commercial Roadside Assistance Kit                              | <b>Yes</b> |
| - First Aid Kit   | <b>Yes</b> |
| - Carpet Delete   | <b>Yes</b> |
| - Heated Steering Wheel Removal                                   | <b>Yes</b> |
| - Cruise Control  | <b>Yes</b> |
| - Pro Power Onboard – 2KW   | <b>Yes</b> |
| - Interior Work Surface   | <b>Yes</b> |
| - AM/FM Stereo w/ MP3 Player                                      | <b>Yes</b> |
| - SYNC 4  | <b>Yes</b> |



- 
- Utility Equipment **Bidding 9' NeXtGen Harbor Trademaster**
- Harbor 9" TradeMaster Utility Body w. Rack (or similar)
- Stainless Steel self-opening pop-top lids w/ body length compartment bins & 4" dividers
- Push Button locking system with red band locking indicator **see Exception below**
- Modern gas shocks on each side opening door to keep them open during loading and unloading
- 8" deep recessed bumper for sure footing when entering bed
- Armless and self-supporting tailgate work table
- Adjustable, but lockable, shelving system
- Weather shield system around locks, doors, and hinges, preventing leaks and securing the tools of your trade. Neoprene door seals, water-proof gaskets, self-sealing stainless steel rivets, and silky smooth three-point door latches with Teflon glides.
- Rack Straps
- Master Lock System
- Rear Back-Up Alarm

**Harbor proposal # SQ77578 meets requirements above with the exception of the push button Style locking system with red band locking indicator. Harbor has changed to T-handle design.**



**THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS**

**Specifications Compliance – Continued**

Comments:

Bidder shall fully describe every variance, exception, and /or deviation. If none, please enter "NONE"

**F350 SRW cab/chassis to fit 9' Harbor Body**

**6.8L v8 engine... standard engine size for F350 is the 7.3L with 4.30 ratio. 10spd trans has 3 overdrives.**

**LED Roof marker clearance lights... Not available on Single rear wheel F350 Cab / Chassis**

**LED Box Lighting... Providing Rear cargo light**

**Push button Style locking system with red band locking indicator... Harbor has changed to T-handle design.**

**Providing spare tire and Jack which is optional. If this option is unwanted, Deduct \$350.00 from bid price.**

**Location of Pro-Power Aux. 110v outlet will need to be determined prior to build.**

**Including option 872 Ford Rear View Camera system for safety. If this option is unwanted Deduct \$415.00**

**\*\*Regarding expected delivery date of 180 days or less: Ford Order book will be opening soon for the 2024 model year and production schedule is yet unknown. ETA for 2023 models has been 180-360 days after receipt of order and after clearing post award meeting review. Transwest Ford expects similar scheduling for the 2024 model year.**



THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS

EXHIBIT B

BID FORM

To: City of Jurupa Valley  
8930 Limonite Ave.  
Jurupa Valley, CA 92509

DATE: 7/14/2023

In compliance with the Invitation for Sealed Bids for One (1) New 2022/2023 Ford F150 (As Like) Field Service Truck., the undersigned, as Bidder, hereby offers to sell to the City, in accordance with the terms, conditions, requirements and specifications set forth in the Bid documents for the price quoted on this Bid Form for One (1) New 2022/2023 Ford F150 (As Like) Field Service Truck.

MANUFACTURER: Ford

MODEL NUMBER: F350 Chassis Cab

DELIVERY DATE: **\*\*180 days+ pending Ford production schedule.**

One Hundred Eighty (180) days or less from the date the City issues Purchase Order

TOTAL BID PRICE \$ **\$77,392.16**

Total Bid Price Includes California Sales Tax, California Tire Recycling Fee, DMV documentation fee, freight, and delivery charges but excludes Federal Excise Tax, if any.

TOTAL BID PRICE WRITTEN:

**Seventy-Seven Thousand, three-hundred ninety-two dollars & sixteen cents**

Written Form

The undersigned certifies under penalty of perjury that the quotation on this Bid Form constitutes a bona-fide offer to sell, that he/she is an authorized representative of the company listed, that the quotation is in no way sham or collusive, and that issuance of a Purchase Order by City constitutes acceptance of bidder's offer on the terms and conditions stated in the Bid documents, and forms a contract. Bidder will not withdraw its Bid for at least ninety (90) calendar days from the date and time of the bid opening.

**Transwest Truck Center, LLC**

BIDDER'S COMPANY

**10150 Cherry Ave., Fontana, CA 92335**

ADDRESS

**951-403-2901**

TELEPHONE NUMBER

**Micah Radnich**

PRINT NAME - AUTHORIZED



AUTHORIZED SIGNATURE





255 Voyager Ave  
Brea, CA 92821  
Phone: 714-996-0411  
Fax: 714-996-0695

## Sales Quote

Page 1 of 1

Sales Quote SQ77578  
Sales Quote Date: 7/10/2023  
Inside Sales Rep.: Kimberly Bellamy

Sell

To: TRANS WEST TRUCK CENTER LLC.  
10150 CHERRY AVENUE  
FONTANA, CA 92335  
909-770-5170

Ship

To: TRANS WEST TRUCK CENTER LLC.  
10150 CHERRY AVENUE  
FONTANA, CA 92335

Tax Ident. Type Legal Entity

Ship Via CPU  
Terms Net 30 Days  
Location BREA  
Territory REGION 1

Customer ID FLT02  
Dealer Number DEALER#  
SalesPerson JEFF  
VIN

Harbor Truck and Van is Not Held Responsible for any items not listed on this quote/order. Pricing on the quote/order is valid 30 days from the sales quote/order date that is signed (and requested as needed) and the chassis/truck assigned to the quote/order arrives within that 30-day period. Both conditions must be met or the quote/order becomes null and void and must be re-quoted/re-signed.

Item No.	Description	Exp. Notes	Unit	Qty.
FORD-060-R-SRW	FORD 60" CA REGULAR CAB SRW GAS---		EACH	1
HT108-1541A	9-FT NeXtGen HARBOR TRADEMASTER FOR 60CA SRW. VERTICAL SERIES-C/S & S/S W/STAINLESS STEEL POP TOP LIDS. BODY IS APPROX 108"L, 79"W, 49" FLOOR, 41"H, 15"D COMPARTMENTS.		EACH	1
D32-HANDLE-BOLT	MASTER LOCK 108"L BODY, HANDLE STYLE, HARBOR KEY	PUSH BUTTON STYLE NO LONGER AVAILABLE	EACH	1
Y09AWHITE	HARBOR WHITE SINGLE STAGE NON CLEAR COAT		EACH	1
MTIE-00001	MOUNT ROUND D-RING STYLE TIE DOWN		EACH	4
MBL09	BED LINER FOR 9-FT BODY (COVERS BED AREA, BACK WRAPPERS, BULKHEAD, & TAILGATE)		EACH	1
RKTFLB108-1541-R	9-FT TAPERED-LEG SIDE-LOADER OVER-CAB RACK W/ HOOKS, SWING AWAY REAR BAR, & REMOVABLE CROSSBARS, 42" FRONT LENGTH		EACH	1
MSTRAPS	Two Rack Straps - Ratchets up to 500lbs.		EACH	1
Z09-F/BRUL79-08-LED	MOUNT U-RECESS BUMPER W/ 8" STEP & LED LIGHTS		EACH	1
MREC-V-34	RECEIVER, CLASS V FOR BODY, 2-1/2" TUBE, 15,000LB CAPACITY, INCLUDES 2" INSERT (USE WITH 34" W FRAME WIDTH)		EACH	1
M7PRONG	7 PRONG TRAILER CONNECTOR (POLLAK)		EACH	1
MALARM	BACK UP ALARM - PRECO		EACH	1
MBCK-UP-CAM-LB1	REAR BACKUP CAMERA INSTALL LABOR-1 ONLY (MBCK-UP-CAM-LB1)		EACH	1
FREIGHT	Freight		EACH	1

Amount Subject to Sales Tax

Amount Exempt from Sales Tax

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Dealer VIN/VON \_\_\_\_\_

P.O.# \_\_\_\_\_



Prepared for: Paul Toor, City of Jurupa Valley

---

2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)

Price Level: 345

---



Dual rear wheel pictured, Bidding F350 Single Rear Wheel SRW

### Client Proposal

Prepared by:

Micah Radnich

Office: 951-403-2901

Email: [mradnich@vvgtruck.com](mailto:mradnich@vvgtruck.com)

Quote ID: Jurupa2324

Date: 07/07/2023



Transwest Truck Center | 10150 Cherry Ave., Fontana, California, 923355222

Office: 909-770-5620



**Prepared for: Paul Toor**

City of Jurupa Valley

Prepared by: Micah Radnich

07/07/2023

Transwest Truck Center | 10150 Cherry Ave. Fontana California | 923355222



2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)

Quote ID: Jurupa2324

---

**Paul Toor, City of Jurupa Valley**

Re: Quote ID Jurupa2324 07/07/2023

---

Dear Paul ,

Thank you very much for the opportunity to bid on your Field Service Truck. I have put together the following information for you based on your specs and my personal experience in the field with utilities and hope that you like our proposal.

I am bidding a 2 wheel drive, F350. After the bed, ladder rack, tools and supplies that the truck will be ladden with daily, plus whatever payload/towing duties it may see, I feel the F350 will handle the cities demands better for the long haul.

I observed that you did spec the back-up alarm and platform steps so safety is important to you. In our proposal I am including Ford's optional 872 Rear View Camera system. Additionally, I am also including the spare tire and jack kit which I did not see spec'd and is optional.

I hope that this outstanding truck and our dedication to customer service as well as local support, will enhance your ownership experience should you decide to buy a vehicle from us.

Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

**Micah Radnich**

Government and Fleet Truck Sales

951-403-2901

mradnich@vvgtruck.com



**Prepared for: Paul Toor**

City of Jurupa Valley

Prepared by: Micah Radnich

07/07/2023

Transwest Truck Center | 10150 Cherry Ave. Fontana California | 923355222

**2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)**

Quote ID: Jurupa2324

## Selected Equip & Specs

### Dimensions

- Conventional Capacity: 13,500 lbs.
- Fifth-wheel towing capacity: 20,300 lbs.
- Vehicle body length: 230.7"
- Vehicle body height: 77.9"
- Front track: 68.3"
- Vehicle turning radius: 25.0'
- Rear tire outside width: 79.6"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.1"
- Front bumper to back of cab: 123.7"
- Rear brake diameter: 14.3"
- Max interior rear cargo volume: 11.6 cu.ft.
- Headroom first-row: 40.8"
- Shoulder room first-row: 66.7"
- GCWR: 27,200 lbs.
- Gooseneck towing capacity: 20,400 lbs.
- Vehicle body width: 80.0"
- Wheelbase: 145.0"
- Rear track: 68.1"
- Cab to axle: 60.0"
- Axle to end of frame: 47.2"
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Front brake diameter: 14.3"
- Interior rear cargo volume: 11.6 cu.ft.
- Total passenger volume: 64.6 cu.ft.
- Leg room first-row: 43.9"
- Hip room first-row: 62.5"

### Powertrain

- 7.3L V-8 DEVCT variable valve control, engine with 335HP
- Injection Type: sequential MPI
- Horsepower: 335 HP@3750 RPM
- Radiator
- TorqShift 10-speed automatic
- Recommended fuel: regular unleaded
- Driver selectable rear locking differential
- Engine cylinders: V-8
- Spark ignition system
- Torque: 468 lb.-ft.@3750 RPM
- Auxiliary power take-off
- Rear-wheel drive
- All-speed ABS and driveline traction control

### Fuel Economy and Emissions

- Gasoline secondary fuel type
- Federal emissions

### Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

### Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Twin I-Beam independent front suspension
- Front coil springs
- Leaf spring rear suspension
- Hydraulic power-assist steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill Start Assist
- Front anti-roll bar
- Rigid axle rear suspension
- Rear anti-roll bar
- Re-circulating ball steering

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



**Prepared for: Paul Toor**

City of Jurupa Valley

Prepared by: Micah Radnich

07/07/2023

Transwest Truck Center | 10150 Cherry Ave. Fontana California | 923355222

**2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)**

Quote ID: Jurupa2324

**Selected Equip & Specs (cont'd)**

- 2-wheel steering system

**Body Exterior**

- Trailer wiring harness
- 2 doors
- Monotone paint
- Black windshield trim
- Black front bumper
- 2 front tow hooks
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- LT275/65RS18 AS BSW front and rear tires
- \* **Side assist steps**
  - Clearcoat paint
  - Black side window trim
  - Black door handles
  - Black front bumper rub strip
  - Black grille
  - Manual extendable trailer mirrors
  - Turn signal indicator in door mirrors
  - 18 x 8-inch front and rear argent steel wheels

**Convenience**

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Illuminated locking glove box
- Front beverage holders
- Instrument panel covered bin
- Retained accessory power
- Trip computer
- Over the air updates
- Keyfob activated door locks
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Fixed rear windshield
- Illuminated glove box
- 6 beverage holders
- Dashboard storage
- PRND in IP
- Upfitter switches

**Comfort**

- Manual climate control
- Cloth headliner material
- Full vinyl floor covering
- Manual tilting steering wheel
- Urethane steering wheel
- Cabin air filter
- Full headliner coverage
- Full floor coverage
- Manual telescopic steering wheel

**Seats and Trim**

- Seating capacity: 3
- Split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- 40-20-40 split-bench front seat
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Manual driver seat lumbar

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



**Prepared for: Paul Toor**

City of Jurupa Valley

Prepared by: Micah Radnich

07/07/2023

Transwest Truck Center | 10150 Cherry Ave. Fontana California | 923355222



2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)

Quote ID: Jurupa2324

## Selected Equip & Specs (cont'd)

- Vinyl front seat upholstery

### Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Standard grade speakers
- SYNC 4 voice activated audio controls
- Wireless audio streaming
- 8 inch primary LCD display
- AM/FM stereo radio
- AM radio
- Seek scan
- Speakers number: 4
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

### Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- \* **Flashlight**
- Cab clearance lights
- Remote activated perimeter approach lighting
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Gauge cluster display size (inches): 4.20
- Oil pressure gauge
- Transmission fluid temperature gauge
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Front reading lights
- Variable instrument panel light
- Daytime running lights
- \* **High mounted center stop light**
- Fade interior courtesy lights

### Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- AppLink/Apple CarPlay and Android Auto smart device wireless mirroring
- 2 USB ports
- SYNC 4 handsfree wireless device connectivity
- FordPass Connect 4G mobile hotspot internet access

### Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Seat mounted side impact driver airbag
- Cancellable front passenger air bag
- 6 airbags
- SecuriLock immobilizer

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



**Prepared for: Paul Toor**

City of Jurupa Valley

Prepared by: Micah Radnich

07/07/2023

Transwest Truck Center | 10150 Cherry Ave. Fontana California | 923355222

**2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)**

Quote ID: Jurupa2324

**Selected Equip & Specs (cont'd)**

- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
- \* **First aid kit**
- Lane Departure Warning
- \* **Rear mounted camera**
- \* **Back-up alarm**
- \* **Fire extinguisher**

**Dimensions***General Weights*

* <b>Curb weight</b>	<b>5,828 lbs.</b>	* <b>Rear curb weight</b>	<b>2,475 lbs.</b>
GVWR	10,500 lbs.	Payload	4,870 lbs.

*Trailer Weights*

Fifth-wheel towing capacity	20,300 lbs.	Gooseneck towing capacity	20,400 lbs.
Conventional capacity	13,500 lbs.	GCWR	27,200 lbs.

*Front Weights*

* <b>Front curb weight</b>	<b>3,353 lbs.</b>	GAWR front	3,950 lbs.
Axle capacity front	5,250 lbs.	Spring rating front	3,950 lbs.
Tire/wheel capacity front	6,830 lbs.		

*Rear Weights*

GAWR rear	6,780 lbs.	Axle capacity rear	7,230 lbs.
Spring rating rear	6,780 lbs.	Tire/wheel capacity rear	6,830 lbs.

*Off Road*

Min ground clearance	8.6"
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*Exterior Measurements*

Vehicle body length	230.7"	Vehicle body width	80.0"
Vehicle body height	77.9"	Wheelbase	145.0"
Front brake diameter	14.3"	Rear brake diameter	14.3"
Rear frame height loaded	26.9"	Rear frame height unloaded	32.2"
Front track	68.3"	Rear track	68.1"
Vehicle turning radius	25.0'	Cab to axle	60.0"
Rear tire outside width	79.6"	Axle to end of frame	47.2"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.1"	Front bumper to front axle	38.3"
Front bumper to back of cab	123.7"		

*Interior Measurements*

Interior rear cargo volume	11.6 cu.ft.	Max interior rear cargo volume	11.6 cu.ft.
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*Interior Volume*

Total passenger volume	64.6 cu.ft.
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City of Jurupa Valley

Prepared by: Micah Radnich

07/07/2023

Transwest Truck Center | 10150 Cherry Ave. Fontana California | 923355222



2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)

Quote ID: Jurupa2324

**Selected Equip & Specs (cont'd)***Headroom*

Headroom first-row 40.8"

*Legroom*

Leg room first-row 43.9"

*Shoulder Room*

Shoulder room first-row 66.7"

*Hip Room*

Hip room first-row 62.5"

**Powertrain***Engine*

Engine	7.3L V-8 DEVCT variable valve control, engine with 335HP	Valves per cylinder	2
Engine cylinders	V-8	Injection type	sequential MPI
Engine location	Front mounted engine	Ignition	Spark ignition system
Engine mounting direction	Longitudinal mounted engine	Engine block material	Iron engine block
Cylinder head material	Aluminum cylinder head		

*Engine Specs*

Displacement	7.3L	cc	445 cu.in.
Bore	4.21"	Stroke	3.98"
Compression ratio	10.5	SAEJ1349	AUG2004 compliant

*Engine Power*

Horsepower	335 HP@3750 RPM	Torque	468 lb.-ft.@3750 RPM
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*Alternator*

Alternator amps	250A	* Alternator type	Dual alternator
* Alternator rating	150A		

*Battery*

* Battery amps	68Ah	* Battery type	Dual lead acid battery
Battery rating	750CCA	Battery run down protection	Battery run down protection

*Engine Extras*

Radiator	Radiator	Auxiliary power take-off	Auxiliary power take-off
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*Transmission*

Transmission	TorqShift 10-speed automatic	Transmission electronic control	Transmission electronic control
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Quote ID: Jurupa2324

**Selected Equip & Specs (cont'd)**

Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.615	Second gear ratio	2.919
Third gear ratio	2.132	Fourth gear ratio	1.773
Fifth gear ratio	1.519	Sixth gear ratio	1.277
Reverse gear ratio	4.695	Seventh gear ratio	1
Eighth gear ratio	0.851	Ninth gear ratio	0.687
Tenth gear ratio	0.632	Stall ratio	1.97
Selectable mode transmission	Selectable mode transmission	Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler	PTO transmission provision	PTO transmission provision

**Drive Type**

Drive type Rear-wheel drive

**Drivetrain**

Axle ratio 4.3

**Exhaust**

Tailpipe Stainless steel single exhaust

**Fuel**

Fuel type regular unleaded

**Fuel Tank**

Fuel tank capacity 40.00 gal.

**Drive Feature**

Traction control	All-speed ABS and driveline traction control	Rear locking differential	Driver selectable rear locking differential
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**Fuel Economy and Emissions****Fuel Economy**

Secondary fuel type Gasoline secondary fuel type

**Emissions**

Emissions Federal emissions

**Suspension and Handling****Suspension**

Suspension	Firm ride suspension	Front shock absorbers	Heavy-duty front shock absorbers
Rear shock absorbers	Heavy-duty rear shock absorbers		

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Quote ID: Jurupa2324

## Selected Equip & Specs (cont'd)

### Driveability

#### Brakes

Brake type	4-wheel disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	ABS brakes	4-wheel antilock (ABS) brakes

#### Brake Assistance

Hill start assist	Hill Start Assist	Brake assist system	Brake assist system
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#### Front Suspension

Anti-roll bar front	Front anti-roll bar	Suspension ride type front	Twin I-Beam independent front suspension
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#### Front Spring

Regular front springs	Regular front springs	Springs front	Front coil springs
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#### Rear Spring

Springs rear	Rear leaf springs	Rear springs	Heavy-duty rear springs
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#### Rear Suspension

Anti-roll bar rear	Rear anti-roll bar	Suspension type rear suspension	Leaf spring rear suspension
Suspension ride type rear suspension	Rigid axle rear		

#### Steering

Steering system	Hydraulic power-assist steering system	Steering type	Re-circulating ball steering
Steering type number of wheels	2-wheel steering system		

### Exterior

#### Front Wheels

Front wheels diameter	18"	Front wheels width	8"
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#### Rear Wheels

Rear wheels diameter	18"	Rear wheels width	8"
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#### Front And Rear Wheels

Appearance	argent	Material	steel
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#### Front Tires

Aspect	65	Diameter	18"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT

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**Selected Equip & Specs (cont'd)**

Width	275mm	Front wheel - RPM	652
<i>Rear Tires</i>			
Aspect	65	Diameter	18"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	275mm	Rear wheel - RPM	652

**Body Exterior***Trailer*

Towing wiring harness	Trailer wiring harness	Towing brake controller	Trailer brake controller
Towing trailer sway	Trailer sway control		

*Exterior Features*

Number of doors	2 doors	* Side steps	Side assist steps
* Front splash guards	Front splash guards	* License plate front bracket	Front license plate bracket

*Body*

Body panels Aluminum body panels with side impact beams

*Mirrors*

Convex spotter	Convex spotter in driver and passenger side door mirrors	Turn signal in door mirrors	Turn signal indicator in door mirrors
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*Spare Tire*

* Spare tire wheel	Full-size spare tire with steel wheel	* Spare tire location	Spare tire mounted on the frame or chassis
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*Tires*

Front tires LT load rating	E	Rear tires LT load rating	E
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*Wheels*

Wheel covers	Wheel hub covers
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**Convenience***Door Locks*

Door locks	Power door locks with 2 stage unlocking	Keyfob door locks	Keyfob activated door locks
All-in-one key	All-in-one remote fob and ignition key		

*Cruise Control*

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**Selected Equip & Specs (cont'd)**

Cruise control      Cruise control with steering  
wheel mounted controls

*Key Fob Controls*

Fob remote vehicle controls      FordPass Connect  
smart device vehicle start control

*Rear View Mirror*

Day/Night rearview mirror      Day/Night rearview  
mirror

*Exterior Mirrors*

Door mirrors      Power door mirrors      Folding door mirrors Manual folding door mirrors  
Heated door mirrors      Heated driver and  
passenger side door mirrors

*Front Side Windows*

First-row windows      Power first-row windows

*Overhead Console*

Overhead console      Full overhead console      Overhead console storage      Overhead console  
storage

*Passenger Visor*

Visor passenger mirror      Passenger visor mirror

*Power Outlets*

12V power outlets      2 12V power outlets      \* 120V AC power outlets      2 120V AC power  
outlets

*Rear Windshield*

Rear windshield      Fixed rear windshield

*Storage*

Number of beverage holders 6 beverage holders      Beverage holders      Front beverage holders  
Glove box      Illuminated locking glove box      Illuminated glove box      Illuminated glove box  
Instrument panel storage      Instrument panel      Dashboard storage      Dashboard storage  
covered bin

*Windows Feature*

One-touch up window      Driver and passenger      One-touch down window      Driver and passenger  
one-touch up windows      one-touch down windows

*Miscellaneous*

Trip computer      Trip computer      PRND in IP      PRND in IP  
Upfitter switches      Upfitter switches      Accessory power      Retained accessory power  
Over the air updates      Over the air updates

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**Selected Equip & Specs (cont'd)****Comfort***Climate Control*

Climate control

Manual climate control

Cabin air filter

Cabin air filter

*Headliner*

Headliner material

Cloth headliner material

Headliner coverage

Full headliner coverage

*Floor Trim*

Floor covering

Full vinyl floor covering

Floor coverage

Full floor coverage

*Steering Wheel*Steering wheel telescopic  
steering wheel

Manual telescopic

Steering wheel material Urethane steering wheel

Steering wheel tilt Manual tilting steering wheel

**Seats and Trim***Seat Capacity*

Seating capacity

3

*Front Seats*

Front seat type

Split-bench front seat

Driver seat direction  
directional controls

Driver seat with 4-way

Driver seat fore/aft control  
fore/aft control

Manual driver seat

Passenger seat direction

Front passenger seat

Split front seats 40-20-40 split-bench front seat

with 4-way directional controls

Reclining passenger seat

Manual reclining

Passenger seat fore/aft control  
Manual passenger  
seat fore/aft control

passenger seat

Front head restraints

Height adjustable front

Front head restraint control

Manual front seat

seat head restraints

head restraint control

Armrests front center

Front seat center armrest

Armrests front storage

Front seat armrest

Reclining driver seat Manual reclining driver seat

storage

*Lumbar Seats*

Driver lumbar

Manual driver seat lumbar

*Front Seat Trim*

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery  
upholstery

Vinyl front seatback

*Interior Accents*

Interior accents

Chrome interior accents

*Gearshifter Material*

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**Selected Equip & Specs (cont'd)**

Gearshifter material      Urethane gear shifter material

**Entertainment Features***LCD Displays*

Primary touchscreen display      Primary touchscreen display      Number of first-row LCD displays      2 total number of 1st row displays

LCD primary display size      8 inch primary LCD display

*Radio Features*

External memory control      SYNC 4 external memory      Seek scan      Seek scan

*Speakers*

Speakers      Standard grade speakers      Speakers number      4

*Audio Features*

Steering mounted audio control      Steering wheel mounted audio controls      Speed sensitive volume      Speed sensitive volume

Voice activated audio      SYNC 4 voice activated audio controls      Wireless streaming      Wireless audio streaming

**Lighting, Visibility and Instrumentation***Instrumentation*

Trip odometer      Trip odometer      Instrumentation display      Digital/analog instrumentation display

Configurable instrumentation gauges      Configurable instrumentation gauges

*Instrumentation Displays*

Temperature display      Exterior temperature display      Driver information center      Driver information center

Clock      In-radio display clock      Compass      Compass

*Instrumentation Gauges*

Tachometer      Tachometer      Oil pressure gauge      Oil pressure gauge

Transmission temperature gauge      Transmission fluid temperature gauge      Engine/electric motor temperature gauge      Engine/electric motor temperature gauge

Gauge cluster display size (inches)      4.20      Engine hour meter      Engine hour meter

*Instrumentation Warnings*

Engine temperature warning      Engine temperature warning      Oil pressure warning      Oil pressure warning

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**Selected Equip & Specs (cont'd)**

Low fuel warning Low fuel warning  
 Battery charge warning Battery charge warning  
 Key in vehicle warning Key in vehicle warning  
 Service interval warning Service interval indicator

Low brake fluid warning Low brake fluid warning  
 Headlights on reminder Headlights on reminder  
 Door ajar warning Door ajar warning

**Glass**

Tinted windows Light tinted windows

**Headlights**

Headlights Halogen headlights  
 Auto headlights Autolamp auto on/off headlight control  
 Delay off headlights Delay-off headlights

Headlight type Aero-composite headlights  
 Multiple headlights Multiple enclosed headlights  
 DRL preference setting DRL preference setting

**Front Windshield**

Wipers Variable intermittent front windshield wipers

**Interior Lighting**

Illuminated entry Illuminated entry  
 Front reading lights Front reading lights

Variable panel light Variable instrument panel light  
 \* Flashlight Flashlight

**Lights**

Running lights Daytime running lights  
 Clearance lights Cab clearance lights  
 Perimeter approach lighting Remote activated perimeter approach lighting

Interior courtesy lights Fade interior courtesy lights  
 \* High mount stop light High mounted center stop light

**Technology and Telematics****Connectivity**

Handsfree SYNC 4 handsfree wireless device connectivity  
 Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration AppLink/Apple CarPlay and Android Auto smart device wireless mirroring

**Internet Access**

Internet access FordPass Connect 4G mobile hotspot internet access

**USB Ports**

USB ports 2 USB ports



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## Selected Equip & Specs (cont'd)

### Safety and Security

#### Airbags

Front impact airbag driver	Driver front impact airbag	Number of airbags	6 airbags
Front impact airbag passenger	Cancellable front passenger air bag	Front side impact airbag driver	Seat mounted side impact driver airbag
Front side impact airbag passenger	Seat mounted side impact front passenger airbag	Overhead airbags	Safety Canopy System curtain first-row overhead airbags

#### Seatbelts

Height adjustable seatbelts	Front height adjustable seatbelts
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#### Security System

Immobilizer	SecuriLock immobilizer	Remote panic alarm	Remote panic alarm
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#### Active Driving Assistance

Lane departure	Lane Departure Warning	Forward collision warning	Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
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#### Cameras

* Rear camera	Rear mounted camera
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#### Traction Control

Electronic stability control	AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
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#### Parking Sensors

* Back up alarm	Back-up alarm
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**2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)**

Quote ID: Jurupa2324

**As Configured Vehicle**

<b>Code</b>	<b>Description</b>
F3E	Base Vehicle Price (F3E)
630A	Order Code 630A
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas
44G	Transmission: TorqShift 10-Speed Automatic
X4M	Electronic-Locking w/4.30 Axle Ratio
STDGV	GVWR: 10,500 lb Payload Package
TCH	Tires: LT275/65Rx18E BSW A/S
64F	Wheels: 18" Argent Painted Steel
512	Spare Tire, Wheel & Jack
A	HD Vinyl 40/20/40 Split Bench Seat
PAINT	Monotone Paint Application
145WB	145" Wheelbase
STDRD	Radio: AM/FM Stereo w/MP3 Player
61J	3-Ton Mechanical Jack
43K	Pro Power Onboard - 2kW
86M	Dual 68 AH/65 AGM Battery
18B	Platform Running Boards
59H	Center High-Mounted Stop Lamp (CHMSL)
153	Front License Plate Bracket
872	Rear View Camera & Prep Kit
52S	Interior Work Surface
76C	Exterior Backup Alarm (Pre-Installed)
61S	Front Splash Guards/Mud Flaps (Pre-Installed)
AHMAC	Commercial USA Roadside Assistance Kit
WARANT	Fleet Customer Powertrain Limited Warranty

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Quote ID: Jurupa2324

**As Configured Vehicle (cont'd)**

<b>Code</b>	<b>Description</b>
425	50-State Emissions System
Z1_01	Oxford White
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat



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## Warranty

### Standard Warranty

*Basic Warranty*

Basic warranty

36 months/36,000 miles

*Powertrain Warranty*

Powertrain warranty

60 months/60,000 miles

*Corrosion Perforation*

Corrosion perforation warranty

60 months/unlimited

*Roadside Assistance Warranty*

Roadside warranty

60 months/60,000 miles



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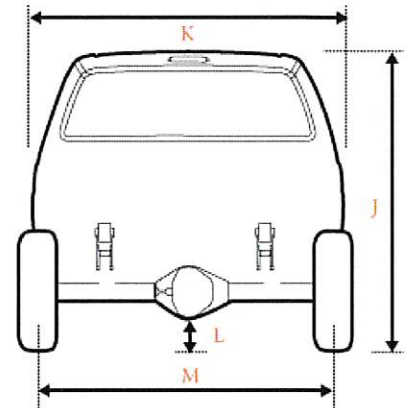
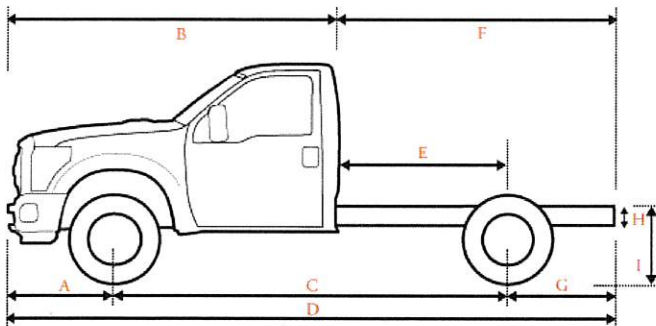
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**2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)**

Quote ID: Jurupa2324

## Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



### Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	123.70 in.
C	Wheelbase (WB)	145.00 in.
D	Overall Length (OAL)	230.70 in.
E	Back of Cab to Rear Axle (CA)	60.00 in.
F	Back of Cab to End of Frame	107.20 in.
G	Rear Axle to End of Frame (AF)	47.20 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	32.20 in.
I	Rear Frame Height Loaded	26.90 in.
J	Cab Height	77.90 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.60 in.
M	Front Tread	68.30 in.
M	Rear Tread	68.10 in.

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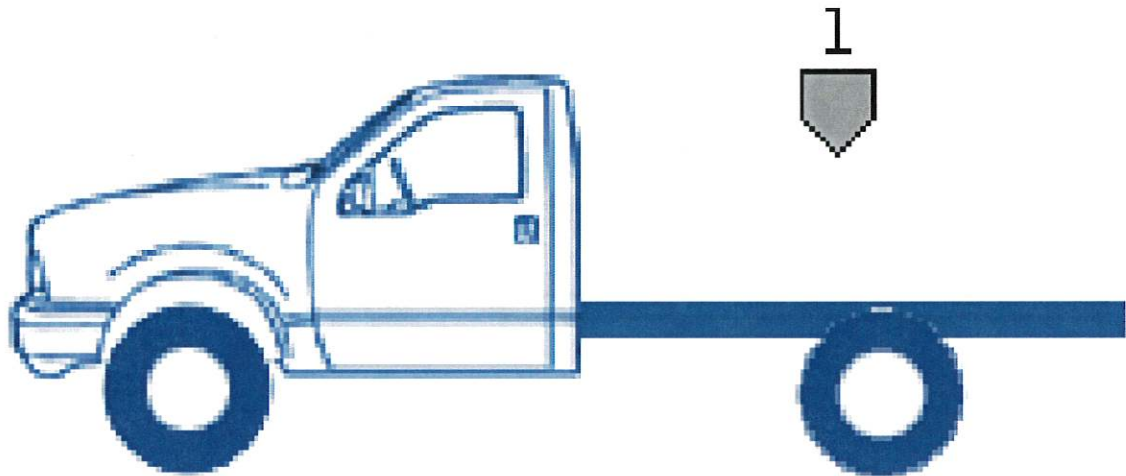
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## Vehicle Dimension and Performance Summary (cont'd)



### Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	3,353 lbs	2,475 lbs	5,828 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	300 lbs	150 lbs	450 lbs
1 Max Payload - (Max Payload)	297 lbs	3,925 lbs	4,222 lbs
<b>TOTAL</b>	<b>3,950 lbs</b>	<b>6,550 lbs</b>	<b>10,500 lbs</b>

Ratings	Front Axle	Rear Axle	GVWR
<b>GAWR</b>	<b>3,950 lbs</b>	<b>6,780 lbs</b>	<b>10,500 lbs</b>
Wheels/Tires	6,830 lbs	6,830 lbs	
Suspension	3,950 lbs	6,780 lbs	
Axle	5,250 lbs	7,230 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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## Vehicle Dimension and Performance Summary (cont'd)

### Start, Grade and Speed

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	53.09 %
Start grade capability in reverse	4.70	15.00 %	54.01 %
Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	9.94 %
Maximum grade in 9th gear	0.69	3.00 %	8.02 %
Maximum grade in 10th gear	0.63	3.00 %	7.38 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	127 mph
<i>To meet your requirement you need a maximum axle ratio of 8.74</i>			
Top Speed on 3% grade		55 mph	
<i>To meet your requirement you need a maximum of 80 hp</i>			
Cruise Speed		60 mph	88 mph
Engine RPM at desired cruise speed			1,772 rpm

### Variables in Use

Rear axle ratio:	4.30/4.30	Peak Torque RPM:	3,750 rpm
Tire size:	275/65R18 (652 rev/mile)	Frontal Area:	38.28 Sq.Ft.
Gross Vehicle Weight (GVW):	10,500 lbs	Cruising RPM	2,600 rpm
Clutch engagement torque:	234 ft.lbs.	Worst road surface	Typical Highway
Torque conversion ratio:	1.97	Final Drive Ratio:	0.63
Peak engine torque:	468 ft.lbs.	Drag Coefficient	0.80
Engine Power:	335 hp @ 3,750 rpm		



Prepared for: Paul Toor

City of Jurupa Valley

Prepared by: Micah Radnich

07/07/2023

Transwest Truck Center | 10150 Cherry Ave. Fontana California | 923355222



2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)

Quote ID: Jurupa2324

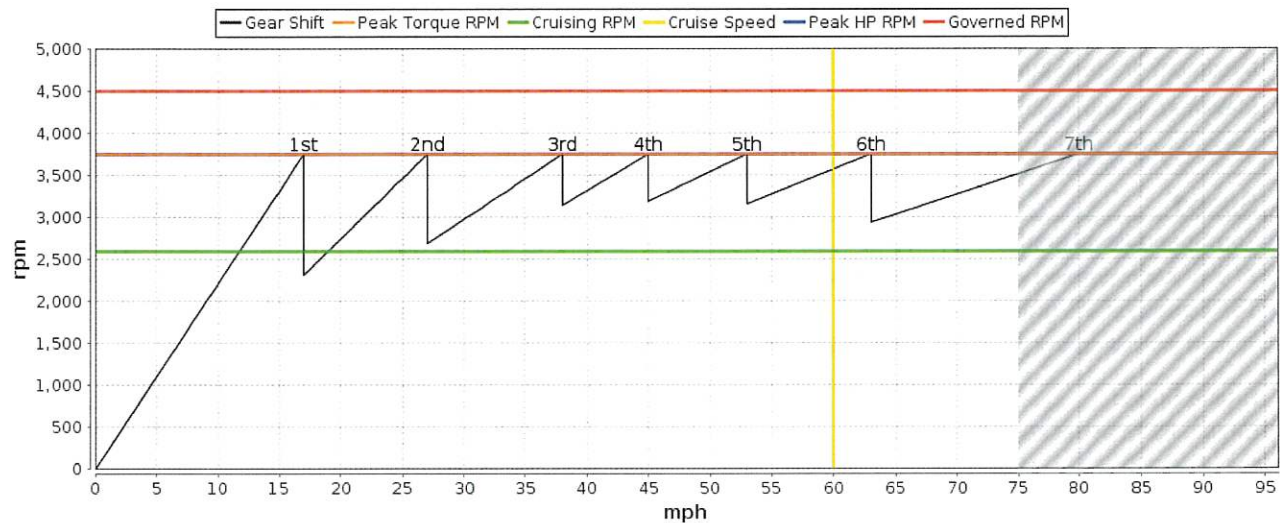
## Vehicle Dimension and Performance Summary (cont'd)

### Shift Chart

Shift Chart displays mathematical geared speed.

Diesel engines use Governed RPM for shift points.

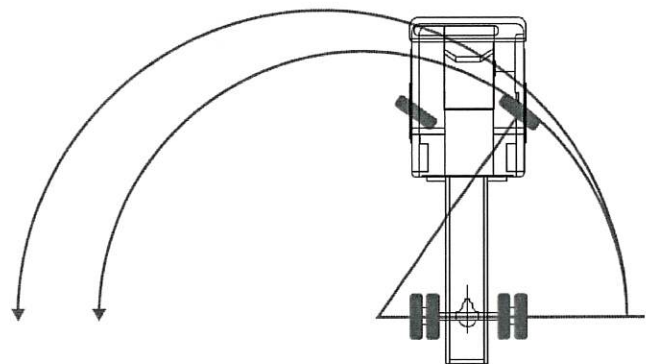
Gas engines use Peak Torque RPM for shift points.



### Turning Radius

Turning Radius

25.05 ft



Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



**Prepared for: Paul Toor**

City of Jurupa Valley

Prepared by: Micah Radnich

07/07/2023

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2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)

Quote ID: Jurupa2324

## Pricing Summary - Single Vehicle

### *Vehicle Pricing*

Base Vehicle Price

Options

Colors

Upfitting

Fleet Discount

Fuel Charge

Destination Charge

---

**Total**

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Customer Signature

---

Acceptance Date



# City of Jurupa Valley

## **STAFF REPORT**

**DATE:** AUGUST 3, 2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** ROD BUTLER, CITY MANAGER  
**BY:** JOE PEREZ, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** AGENDA ITEM NO. 15.A

**PUBLIC HEARING TO CONSIDER ZCA22010: AMEND REGULATIONS PERTAINING TO (1) ACCESSORY BUILDINGS, TRADITIONAL NEIGHBORHOOD DESIGN STANDARDS, AND FENCES, (2) ESTABLISH SETBACKS IN THE R-2A, R-5, R-A, R-R, R-T, R-D, A-1, A-P, A-2, A-D, W-1, W-2 ZONES, (3) MAKE DEFINITIONAL CHANGE AND (4) DETERMINE THE PROPOSED ORDINANCE IS EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTION 15061 (b)(3) (CONTINUED FROM THE JULY 27, 2023 MEETING)**

---

### **RECOMMENDATION**

1. That the City Council conduct a public hearing, receive public testimony, and introduce, and conduct the first reading of Ordinance No. 2023-13, entitled:

**AN ORDINANCE OF THE CITY OF JURUPA VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE JURUPA VALLEY MUNICIPAL CODE TO (1) AMEND REGULATIONS PERTAINING TO DETACHED ACCESSORY BUILDINGS, TRADITIONAL NEIGHBORHOOD DESIGN STANDARDS, AND FENCES, (2) ESTABLISH SETBACKS IN THE R-2A, R-5, R-A, R-R, R-T, R-D, A-1, A-P, A-2, A-D, W-1, W-2 ZONES, (3) MAKE DEFINITIONAL CHANGES PERTAINING TO ACCESSORY BUILDINGS, KITCHENS AND LOTS, AND (4) MAKE A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

### **BACKGROUND**

At the June 16, 2022, City Council meeting, the City Council initiated amendments to the Zoning Code. The purpose of these zoning code amendments was to clarify regulations concerning accessory buildings and to add missing setback requirements for certain zones.



During the City Council meeting on August 4, 2022, a comprehensive review was conducted on the Traditional Neighborhood Design Ordinance and its application on recent residential development projects. After analyzing recent projects that applied traditional neighborhood design standards, the City Council initiated amendments to the Zoning Code to simplify the implementation of traditional neighborhood design for future projects.

At the May 10, 2023 Planning Commission meeting, proposed changes to the Zoning Ordinance were discussed. However, the decision was continued until June 14, 2023 to allow recommended revisions to the draft Ordinance. The Planning Commission favored most of the proposed changes and gave the following direction:

1. Modify the recommended definition of a kitchen to exclude barbeque patios and allow the use of a refrigerator in a room other than the kitchen.
2. The amendment prohibiting chainlink fences should not be applied retroactively to existing chainlink fences. Existing chainlink fences constructed before the Zoning Code Amendment should be allowed to remain, be maintained, and replaced in kind.

At the June 14, 2023 Planning Commission meeting, a revised ordinance was prepared in accordance with the Planning Commission's previous direction and presented to the Planning Commission. During the public hearing, several residents voiced concern with the proposed prohibition of chainlink fences. Thus, as part of their recommendation to the City Council, the Planning Commission further refined regulations on chainlink and security fence requirements. The recommended ordinance, Attachment 1, would only prohibit chainlink fence, razor wire, chicken wire, and other similar fences within the property's setback area (front, side, and rear yards) or property line. Furthermore, it includes a provision to grandfather existing chain-link fences built prior to the effective date of the Ordinance (ZCA22010).

Furthermore, the Planning Commission removed the term "or attached cooking facilities" from the proposed development regulation that would restrict the inclusion of kitchens in accessory structures. This modification was made because the word "kitchen" already sufficiently conveys the prohibition, while the zoning ordinance does not have a definition for "attached cooking facility."

Attachments 2 and 3 include copies of the Planning Commission staff reports (without attachments) and minutes for the May 10, 2023, and June 14, 2023 Planning Commission meetings.

## **ANALYSIS**

This report covers the following major components of the proposed Ordinance (ZCA22010):

1. Amending residential accessory building standards
2. Adding setbacks to Zones
3. Updates to definitions



4. Amending walls and fences standards
5. Amending Traditional Neighborhood Design standards

#### 1. Amending Residential Accessory Building Standards

An accessory building is a building that is subordinate to the principal building on a lot or building site. Examples of residential accessory buildings include garages, storage sheds, barns, horse stalls, gazebos, patio covers, and similar buildings which can be either attached or detached from a primary structure.

Section 9.240.290 Detached Accessory Buildings of the Municipal Code was adopted from the Riverside County code when the City was incorporated in 2011. As it stands, this section is overly complex making it difficult for design professionals and homeowners to understand the requirements, so, it requires constant clarification of requirements. For this reason, the proposed amendment reorganizes, simplifies, and updates wording to better clarify the Residential Accessory Building standards and procedures. Please note that Accessory Dwelling Units (ADU) are governed under Section 9.240.290. - Accessory Dwelling Units. These proposed zoning code amendments do not change or effect the current ADU development standards.

The recommended changes to Section 9.240.290 - Detached Accessory Buildings are summarized below:

- Update and clarify development standards to make them easier to understand.
- Add standards for attached accessory buildings. The title and intent currently only apply to detached accessory buildings.
- Add an applicability provision to the Accessory Building section that makes it clear these standards apply to residential accessory buildings. Commercial and industrial accessory buildings are regulated through commercial and industrial zoning standards and other sections of the code.
- Increase the threshold on the size of an accessory building requiring a site development permit (SDP):
  - For lots under an acre, the recommendation is to change it from 650 to 800 square feet.
  - For lots over an acre, the recommendation is to change it from 650 to 1,000 square feet or larger.
- These increased building sizes allow more accessory building structures to be permitted through a building permit process, without an SDP, similar to the sizes of ADU's allowed without an ADU Permit.
- Increase the threshold to require an SDP for lots with an existing detached accessory building from 120 to 240 square feet.
- Add more design flexibility to the standard that requires all accessory buildings over 120 square feet to be architecturally compatible with the primary structure by allowing farming style to accommodate barns and other equestrian, farm, and ranch-related structures.



- Prohibit guest quarters and eliminate the development standards which are no longer necessary because ADU standards that are less restrictive.
- Prohibit accessory buildings from including kitchens.
- Add standards for ground-mounted solar systems. Ground-mounted solar systems would have to meet the accessory building setback requirements and maximum height standard of 20 feet.
- Clarify that if an accessory building is attached to an ADU, the accessory building shall conform to the accessory building standards, not ADU standards.
- Add a waiver application to allow secondary access for a detached garage or carport. Currently, the code requires accessory buildings to use the same driveway access as the principal structure. The amendment proposes to allow an exception for secondary access for a detached garage or carport through a waiver application process. The waiver exception would be reviewed by the Community Development Director. An appeal of the Directors' decision on a secondary access waiver would be reviewed by the Planning Commission. The Director also has the discretion to refer the waiver exception to the Planning Commission.

## 2. Adding Setbacks to Zones

For twelve zones (R-2A, R-5, R-A, R-R, R-T, R-D, A-1, A-P, A-2, A-D, W-1, and W-2), the Zoning Ordinance does not include a complete set of setback requirements. In some zones, there are no setbacks, and in others, the front, side, or rear yard setback requirements are missing. The amendment proposes to add setbacks where they are not provided. In each case, the proposed setback matches the setback of the most similar zoning districts (in terms of density and allowed land uses). For example, the recommended street side setback for the R-2A Zone (Limited Multiple-Family Dwellings) is based on the adopted setback for the R-2 Zone (Multiple Family Dwellings). Table 1 below provides a summary of the recommended setback in blue italicized text for each of the twelve zones, and the existing setbacks are in black text.



**TABLE 1 PROPOSED SETBACKS**

MINIMUM SETBACKS	MINIMUM SETBACKS			
	FRONT	FRONT	FRONT	REAR
<b>R-R ZONE (RURAL RESIDENTIAL)</b>	<i>Proposed: 20 ft</i>	<i>Proposed: 5 ft</i>	<i>Proposed: 10 ft</i>	<i>Proposed: 10 ft</i> <i>For through lots: 20 ft</i>
<b>R-A ZONE (RESIDENTIAL AGRICULTURAL)</b>	20 ft	<i>Proposed: 5 ft</i>	<i>Proposed: 10 ft</i>	<i>Proposed: 10 ft</i> <i>For through lots: 20 ft</i>
<b>R-2A ZONE (LIMITED MULTIPLE-FAMILY DWELLINGS)</b>	20 ft	5 ft	<i>Proposed: 10 ft except for lots &lt; 50 ft wide; side shall not exceed 20% of lot width</i>	10 ft <i>Proposed:</i> <i>For through lots: 20 ft</i>



ZONE	MINIMUM SETBACKS			
	FRONT	INTERIOR SIDE	STREET SIDE	REAR
<b>R-T ZONE (MOBILE HOME SUBDIVISION)</b>	20 ft  May be reduced to 10 ft with community recreation	5 ft	<i>Proposed: 10 ft</i>	5 ft  <i>Proposed: For through lots same as front yard setback</i>
<b>R-T-R ZONE (MOBILE HOME SUBDIVISION-RURAL ART)</b>	20 ft	5 ft	<i>Proposed: 5 ft</i>	5 ft  <i>Proposed: For through lots: 20 ft</i>
<b>R-5 OPEN AREA (COMBINING ZONE RESIDENTIAL DEVELOPMENTS)</b>	50 ft	50 ft	<i>Proposed: 50 ft</i>	50 ft
<b>A-1 ZONE (LIGHT AGRICULTURE)</b>	20 ft	5 ft	<i>Proposed: 10 ft</i>	<i>Proposed: 10 ft For through lots: 20 ft</i>
<b>A-P ZONE (LIGHT AGRICULTURE WITH POULTRY)</b>	20 ft; 50 ft for comm. poultry*	<i>Proposed: 10 ft; 25 ft for commercial poultry*</i>	<i>Proposed: 10 ft 25 ft for commercial poultry*</i>	<i>Proposed: 10 ft For through lots 20 ft, 25 ft for comm. poultry*</i>
<b>A-2 ZONE (HEAVY AGRICULTURE)</b>	20 ft	10 ft	<i>Proposed: 10 ft</i>	10 ft
<b>A-D ZONE (AGRICULTURE - DAIRY)</b>	20 ft; 50 ft for dairy operation	10 ft; 25 ft for dairy operation	<i>Proposed: 10 ft 25 ft for dairy operation</i>	10 ft  25 ft for dairy operation
<b>W-2 ZONE (CONTROLLED DEVELOPMENT AREAS)</b>	<i>Proposed: 20 ft</i>	<i>Proposed: 10 ft</i>	<i>Proposed: 10 ft</i>	<i>Proposed: 10 ft For through lots: 20 ft</i>
<b>R-D ZONE (REGULATED DEVELOPMENT AREAS)</b>	<i>Proposed: 20 ft</i>	<i>Proposed: 5 ft</i>	<i>Proposed: 10 ft</i>	<i>Proposed: 10 ft For through lots: 20 ft</i>
<b>W-1 ZONE (REGULATED DEVELOPMENT AREAS)</b>	<i>Proposed: 20 ft.</i>			

*\*commercial poultry operations and all other agricultural operations involving the keeping of poultry or animals*



In addition to the recommended setbacks, the following provision is proposed to be included in each of the Zone's being amended:

*No structural encroachment shall be permitted in the front, side, or rear yard except as provided for in Section 9.240.180.*

This addition makes it clear that for information regarding encroachments into setbacks, the reader needs to refer to Section 9.240.180. - Yard Encroachments.

*Eliminate the R-1A Zone (Mountain Resort).*

When reviewing the various zones for setback requirements, it was discovered that the R-1A Zone (Mountain Resort) would not apply to any land within the boundaries of the City because this zone is for land at 4,000 feet or higher elevations. The R-1A zone was adopted upon incorporation. The recommendation is to remove the R-1A Zone because there is no R-1A Zoned land within the City limits nor is it applicable to land within the boundary of Jurupa Valley.

### 3. Updates to Definitions

New definitions for accessory building, and kitchen is proposed plus multiple definitions related to lot types and lot measurements. The proposed definitions supplement and clarify the proposed updated accessory building development standards and new setback requirements. The recommended definitions that relate to Accessory Buildings are as follows:

A. *Sec. 9.10.020. Accessory building.*

*A subordinate building on the same lot or building site, the use of which is incidental or subordinate to that of the principal building. A mobile home shall constitute a principal building where installed as provided in Section 9.255.030 or 9.255.040. An accessory dwelling unit, as defined by state law and this chapter, shall not constitute an accessory building.*

As mentioned previously, the Planning Commission has put forth recommendations to revise the proposed definition of a kitchen to prevent any unintended restrictions on outdoor kitchens and barbeque areas, as well as allowing the placement of individual kitchen components, such as refrigerators, in other rooms. To address these concerns the following definition is recommended:

*B. ~~Any room in a building or dwelling unit which is used for cooking or preparation of food.~~ A "kitchen" is an enclosed room, space, or area designated and utilized for the preparation and cooking of food. It is characterized by the presence of specific components and features, such as appliances, a kitchen sink, garbage disposal, 240-volt outlets, gas piping, counters, exhaust hood, and under or over-counter cabinetry. The definition of a kitchen excludes outdoor kitchens, barbeque patios, and a room that contains an individual component of a kitchen, such as a standalone refrigerator. The Building Official shall determine whether an enclosed room, space, or area qualifies as a kitchen.*



## Lot Related Definitions

Proposed lot-related definitions include lot types (corner lot, flag lot, interior lot, key lot, reverse corner and through lot), lot lines (front, rear, side, street side), lot depth and lot width. In addition, Figure 1, Lot Types, Lines and Setbacks graphic is proposed to provide graphic examples in addition to these definitions.

Also proposed is a definition for lot coverage. Most of the residential zones in the Municipal Code provide a maximum allowed lot coverage. The addition of the following lot coverage definition will provide clarity on what is included in the lot coverage calculation. The following is the proposed definition.

### Sec. 9.10.750. Lot Coverage

The percentage of the lot area that may be covered by all buildings or roofed structures. This includes garages, accessory buildings, balconies, covered patios, above-grade decks, covered entryways, California rooms, and any similar structures that reduce the amount of lot area open to the sky.

## 4. Walls and Fences

A maximum height of six feet for fences or walls in residential zones is proposed to align with City policy and ensure consistency. Additionally, it is proposed to require that fences not be solid and be open to view above 42 inches in height when located within the required front and side yards. This open fence policy aims to enhance both the aesthetics and safety of the area. It allows pedestrians and equestrians to see each other, makes it safer for cars exiting driveways onto the street, and enables public safety personnel to keep an eye on the front yard from the street. The proposed amendment includes a modification to Section 9.240.500 Fences, aiming to prohibit the use of chainlink, barbed wire, concertina wire, or similar types of fence materials. The amendment also requires that fences and walls be maintained in a safe, neat, and orderly condition. These proposed amendments address concerns regarding the fence aesthetic appearance and safety, and the community overall. Amending the code also aligns with the City's policy that discourages these fence materials.

At the May 10, 2023 and June 14, 2023 Planning Commission hearings regarding the proposed ZCA22010, community members expressed concerns that the prohibition on chain link fences should not apply to existing chainlink fences and that, because their properties are large, it would be expensive to replace it with another style of fence. In response, the Planning Commission provided direction to modify the proposed ordinance to allow the following:

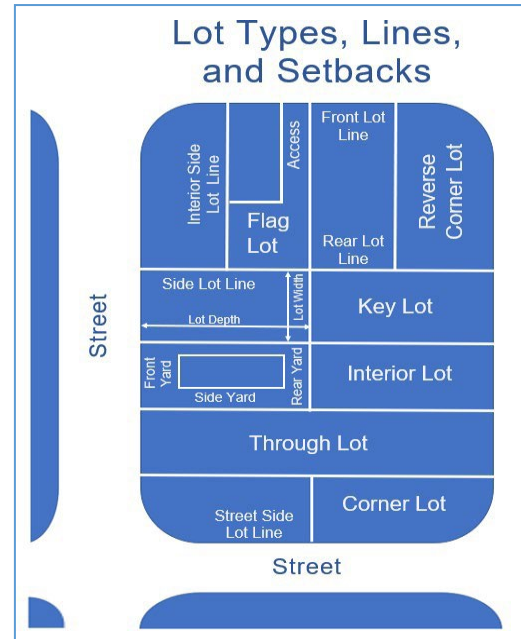


Figure 1



- (1) Existing chainlink fences can be repaired, maintained, and replaced in kind.
- (2) Allow chainlink, razor wire, chicken wire, barbed wire, and similar fence materials within the interior of the property and prohibit it along the perimeter.

See Figure 2 as an illustrated example of what could be proposed under the recommended ordinance with these two modifications.

These revisions to the proposed ordinance, per the Planning Commission's direction, are indicated below in bold double underline.

*Prohibited fences and walls. Fences and walls shall not be constructed of garage doors, tires, pallets, or other materials not typically used for the construction of fences and walls. **Perimeter fences and walls with chainlink, razor wire, chicken wire, barbed wire, concertina wire, tarp fencing, sheet metal, or similar materials are prohibited. However, chainlink fences established prior to September 1, 2023, will be grandfathered and can be repaired, maintained and replaced with a like chainlink fence.***

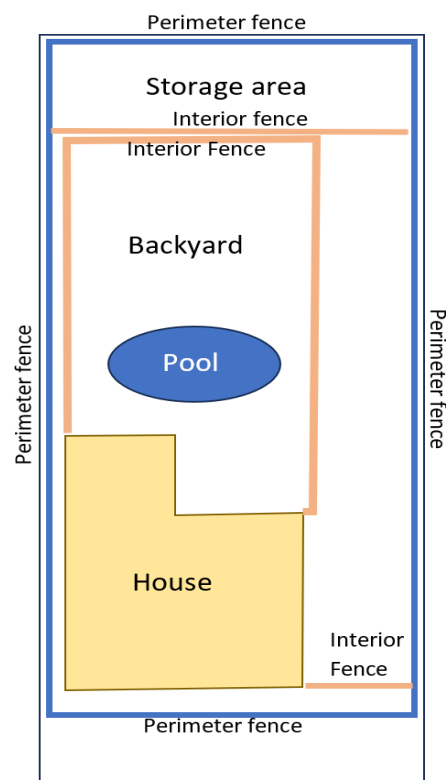


Figure 2 Example of Residential Fence and Walls

To further clarify perimeter fences and walls, it is recommended to add the bolded sentence with the recommended modifications.

*Prohibited fences and walls. Fences and walls shall not be constructed of garage doors, tires, pallets, or other materials not typically used for the construction of fences and walls. **Perimeter fences and walls with chainlink, razor wire, chicken wire, barbed wire, concertina wire, tarp fencing, sheet metal, or similar materials are prohibited. Perimeter fence or wall is defined as a fence or wall that is constructed or located within the required setback (front, side, street side, and rear) area or property line. However, chainlink fences established prior to September 1, 2023, will be grandfathered and can be repaired, maintained and replaced with a like chain-link fence.***

It is common in Jurupa Valley for properties to have fences and walls on a property line, setback area, and throughout the property with different areas fenced off for specific uses such as backyards, outdoor storage areas, pool areas, and corrals (See Figure 1). Allowing chainlink and “security fence” (razor wire, barbed wire, concertina wire, or similar fence) on the interior of the property, does not fully address the aesthetic issues this type of fence or wall can have on a neighborhood. If this is a concern of the City Council, an alternative is to consider removing the word “perimeter” as well as its definition from the wording above.



## 5. Traditional Neighborhood Design Standards

At the City Council's five-month update of the Traditional Neighborhood Design standards, the City Council identified the need to revise the Open Space requirement and the allowed height for a fence in the front and street side yard setbacks.

The open space requirement states that not less than 50% of the lot area be permeable open space. This created a problem for garages that are located in the rear half of the lot because driveways leading to the garage accounted for a lot of nonpermeable areas. For this reason, it is recommended to exclude the driveways to the rear yard garages from the open space calculation.

One of the attributes of Traditional Neighborhood Design is the large landscape area along the street. The Code allows up to a six-foot high fence along the street, which would interfere with the visual quality of the streetscape for these neighborhoods as well as presents a safety hazard by blocking the line of sight for drivers and pedestrians. The proposed amendment would limit the height of solid walls and fences to 42 inches when located in the front or street side setback.

### Modification Request Process

Under procedural requirements for Traditional Neighborhood Design, there is a provision to request a modification to a standard to allow minor changes to the requirements when the overall project is consistent with the intent of the TND standards. Currently, the code provides authority to the Planning Commission to make a recommendation to the City Council on a proposed modification. For clarity, it is recommended to add to these procedural requirements that the City Council takes action on the SDP and tentative map that are being processed concurrently with any request for modification.

### FINANCIAL IMPACT

The expenses related to the proposed zoning code amendment are budgeted in the General Fund.

### ALTERNATIVES

1. *Recommended Action:* That the City Council adopt Ordinance No. 2023-13 approving Zoning Code Amendment No. 22010.
2. Modify the regulations to prohibit chainlink and security fencing or provide alternative directions to staff.
3. Council may elect not to approve Zoning Code Amendment No. 22010.

Prepared by:



Joe Perez  
Community Development Director

Submitted by:



Rod B. Butler  
City Manager

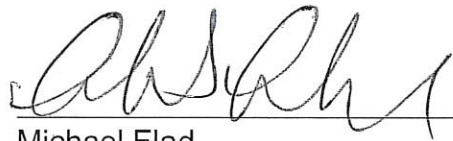


Reviewed by:



Connie Cardenas  
Administrative Services Director

Reviewed by:



Michael Flad  
Assistant City Manager

Reviewed by:



Peter M. Thorson  
City Attorney

**ATTACHMENTS:**

1. Ordinance No. 2023-13, Approving Zoning Code Amendment
2. Resolution No. PC-2023-08, Planning Commission Recommendation to Approve Ordinance
3. May 10 and June 14, 2023 Planning Commission Staff Reports without attachments
4. May 10 and June 14, 2023 Planning Commission minutes



ATTACHMENT 1  
Ordinance Approving Zoning Code Amendment



**ORDINANCE NO. 2023-13**

**AN ORDINANCE OF THE CITY OF JURUPA VALLEY AMENDING TITLE 9 OF THE JURUPA VALLEY MUNICIPAL CODE TO (1) AMEND REGULATIONS PERTAINING TO DETACHED ACCESSORY BUILDINGS, TRADITIONAL NEIGHBORHOOD DESIGN STANDARDS, AND FENCES, (2) ESTABLISH SETBACKS IN THE R-2A, R-5, R-A, R-R, R-T, R-D, A-1, A-P, A-2, A-D, W-1, W-2 ZONES, (3) MAKE DEFINITIONAL CHANGES PERTAINING TO ACCESSORY BUILDINGS, KITCHENS AND LOTS, AND (4) MAKE A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

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

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

(a) At the June 16, 2022 regular City Council meeting, the City Council initiated amendments to the Zoning Code to update regulations related to accessory buildings and to add setback requirements to certain zones. At the August 4, 2022 regular City Council meeting, the City Council initiated amendments to the Zoning Code pertaining to traditional neighborhood design standards.

(b) Section 9.285.030.(1) of the Jurupa Valley Municipal Code provides that the Planning Commission shall hold a public hearing on proposed amendments to the City's Zoning Ordinance that propose to regulate the use of structures or buildings, and that the amendment must be processed pursuant to Section 9.285.040.(3) of the Jurupa Valley Municipal Code.

(c) Section 9.285.040.(3) of the Jurupa Valley Municipal Code provides that after closing the public hearing, the Planning Commission shall render its decision within a reasonable time and transmit it to the City Council in the form of a written recommendation, which shall contain the reasons for the recommendation. If the Planning Commission does not reach a decision due to a tie vote, that fact shall be reported to the City Council and the failure to reach a decision shall be deemed a recommendation against the proposed amendment.

(d) Section 9.285.040.(4)(a) of the Jurupa Valley Municipal Code provides that upon receipt of a recommendation for approval by the Planning Commission, the City Clerk shall set the matter for public hearing before the City Council at the earliest convenient day, and give notice of the time and place of the hearing in the same manner as notice was given of the hearing before the Planning Commission.

(e) The Zoning Code Amendment was processed including, but not limited to, a public notice, in the time and manner prescribed by State law and Jurupa Valley Ordinances.



(f) On May 10, 2023, 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. The Planning Commission directed the Community Development staff to modify the definition for “kitchen” and to allow existing chainlink fences to be grandfathered, and continued the public hearing to June 14, 2023 Planning Commission public hearing.

(g) On June 14, 2023, the Planning Commission of the City of Jurupa Valley held the continued 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, and adopted Resolution No. PC-2023-08 recommending that the City Council adopt the Zoning Code Amendment.

(h) On July 20, 2023, the City Council 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 Zoning Code Amendment 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.

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

**Section 2. California Environmental Quality Act Findings.** The City Council of the City of Jurupa Valley makes the following environmental findings and determinations in connection with the approval of the Project:

(a) Pursuant to the California Environmental Quality Act (“CEQA”), and the CEQA Guidelines promulgated thereunder, and the City’s local CEQA Guidelines, Planning Department Staff has determined that the proposed Ordinance is exempt from the requirements of the California Environmental Quality Act (“CEQA”) and the City’s 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 Project will have a significant effect on the environment. The amendments to the Zoning Code do not impact the uses permitted on land in the City or increase the intensity of the uses allowed.

(b) The City Council has reviewed Community Development Department’s determination of exemption, and based on its own independent judgment, concurs with Staff’s determination of exemption.

**Section 3.** Section 9.10.020 (Accessory building) of Chapter 9.10 (Definitions) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby amended to read as follows (with additions shown in underlined text), with all other provisions of Chapter 9.10 remaining unchanged:



**“Sec. 9.10.020. - Accessory building.**

A subordinate building on the same lot or building site, the use of which is incidental or subordinate to that of the principal building. A mobile home shall constitute a principal building where installed as provided in Section 9.255.030 or 9.255.040. An accessory dwelling unit, as defined by state law and this chapter, shall not constitute an accessory building.”

**Section 4.** Section 9.10.690 (of Chapter 9.10 (Definitions) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby amended to read as follows (with additions shown in underlined text), with all other provisions of Chapter 9.10 remaining unchanged:

**“Sec. 9.10.690. - Kitchen.**

Any room in a building or dwelling unit which is used for cooking or preparation of food. A “kitchen” is an enclosed room, space, or area designated and utilized for the preparation and cooking of food. It is characterized by the presence of specific components and features, such as appliances, a kitchen sink, garbage disposal, 240-volt outlets, gas piping, counters, exhaust hood, and under or over-counter cabinetry. The definition of a kitchen excludes outdoor kitchens, barbeque patios, and a room that contains an individual component of a kitchen, such as a standalone refrigerator. The Building Official shall determine whether an enclosed room, space or area qualifies as a kitchen.

**Section 5.** Section 9.10.730 (Lot) of Chapter 9.10 (Definitions) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby amended to read as follows (with additions shown in underlined text and deletions shown in strikethrough text), with all other provisions of Chapter 9.10 remaining unchanged:

**“Sec. 9.10.730. - Lot.**

A. — ~~A parcel of real property as shown as a delineated parcel of land with a separate and distinct number or other designation of a plot recorded in the Office of the County Recorder of Riverside County.~~

B. — ~~A parcel of real property not so delineated and containing not less than seven thousand, two hundred (7,200) square feet and abutting on a street or alley and held under separate ownership from adjacent property prior to the effective date of the ordinance from which this chapter is derived.~~

C. — ~~A parcel of real property not so delineated containing not less than seven thousand, two hundred (7,200) square feet abutting on a street or alley, if the same was a portion of a larger piece of real property held under the same ownership prior to the effective date of the ordinance from which this chapter is derived.~~

D. — ~~A lot shall not come into existence solely because it is described as a parcel of real property securing, or in part securing, a promise to pay money or other thing of value whether its title is held by a trustee for such purpose or not.~~



A. Lot. A lot means land which abuts at least one public street or any number or otherwise designated parcel of land which is shown on a recorded tract map, a record of survey map recorded pursuant to an approved division of land, or a parcel map. The terms *lot* and *parcel* are interchangeable for the purposes of this Code. Types of lots and their definitions are as follows:

1. Corner lot. A lot located at the junction of two (2) or more intersecting streets having an angle of intersection of not more than one hundred thirty-five (135) degrees, with a boundary line thereof bordering on two (2) of the streets.

2. Flag lot. A lot or building site having its only vehicular access by way of a narrow accessway that serves no other property and which is less than 40 feet wide and more than 20 feet long.

3. Interior Lot. A lot, other than a corner lot, that is bounded by a street on only one side.

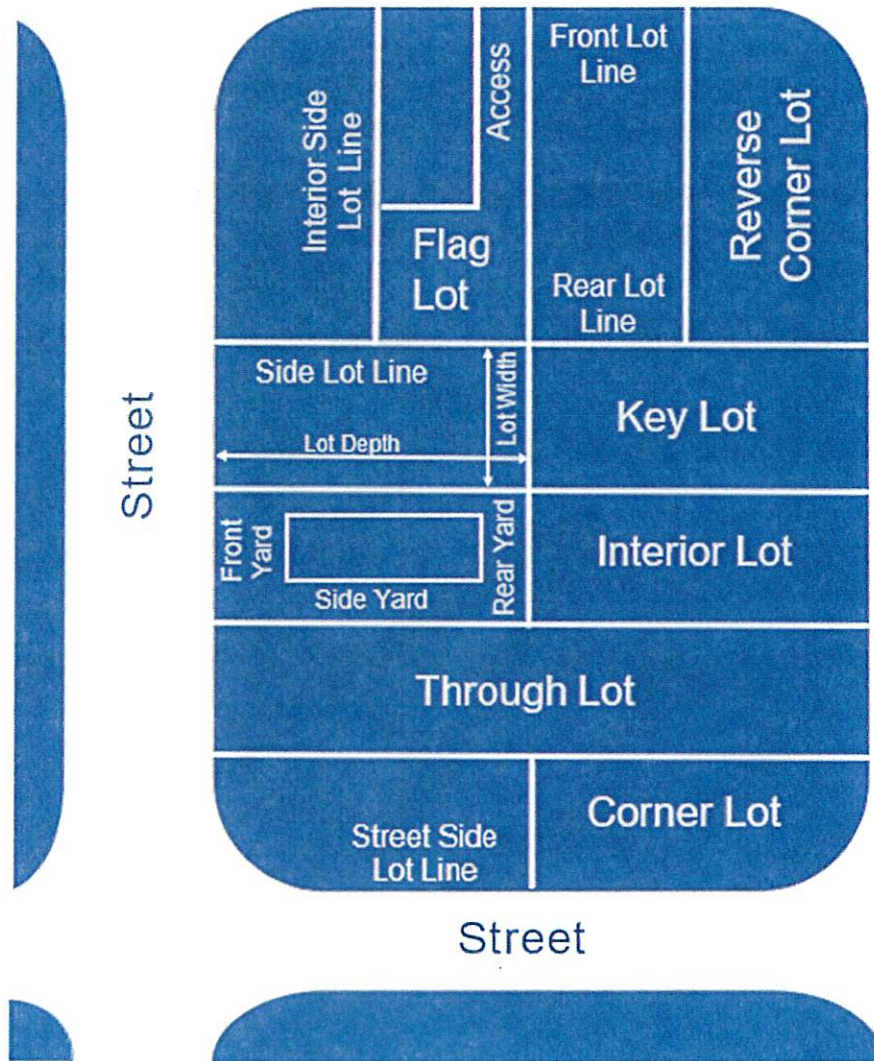
4. Key lot. The first lot to the rear of a reversed corner lot and not separated by an alley.

5. Reverse corner. A corner lot, the side street line of which is substantially a continuation of the front lot line of the lot upon which it rears.

6. Through lot. An interior lot having frontage of two (2) parallel or approximately parallel streets.



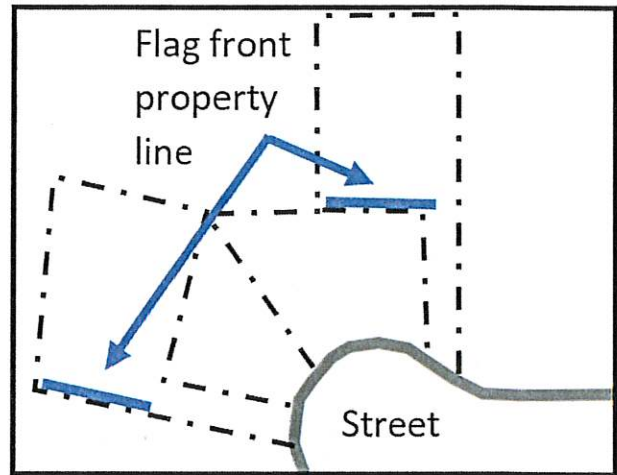
# Lot Types, Lines, and Setbacks



- B. Lot lines. The boundary lines of a lot or parcel. The classifications of lot lines and their definitions are as follows:



1. Front lot line. On an interior lot, the line that separates the lot from the street. On a corner lot, the shorter line abutting a street. If the lot lines are equal or approximately equal, the Community Development Director shall determine the front lot line. On a through lot, the lot line abutting the street providing primary access to the lot. On a flag lot, the shortest lot line adjoining the pole portion of the lot, excluding the unbuildable narrow portion of the pole.



**Flag lot front property line**

2. Rear lot line. The line opposite the front lot line.
3. Side lot line. Any lot lines other than the front lot line or the rear lot line.
4. Street side lot line. Side lot line abutting a street.
5. Interior lot line. Any lot line not abutting a street."

Note: When an access easement or alley replaces a street in functionality, it may replace a street in defining the lot line classification.

**Section 6.** Section 9.10.750 (Lot, corner) of Chapter 9.10 (Definitions) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby deleted in its entirety and replaced with a new Section 9.10.750 (Lot Coverage) to read as follows, with all other provisions of Chapter 9.10 remaining unchanged:

**"Sec. 9.10.750. - Lot Coverage**

The percentage of the lot area that may be covered by all buildings or roofed structures. This includes garages, accessory buildings, balconies, covered patios, above-grade decks, covered entryways, California rooms, and any similar structures that reduce the amount of lot area open to the sky."

**Section 7.** Section 9.10.760 (Lot lines) of Chapter 9.10 (Definitions) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby deleted in its entirety and replaced with a new Section 9.10.760 (Lot depth) to read as follows, with all other provisions of Chapter 9.10 remaining unchanged:



**“Sec. 9.10.760. - Lot depth.**

The horizontal distance between the front and the rear lot lines, measured at right angles to the lot width, is measured at a midway point between the front and rear lines.”

**Section 8.** Section 9.10.770 (Lot, reversed corner) of Chapter 9.10 (Definitions) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby deleted in its entirety and replaced with a new Section 9.10.770 (Lot width) to read as follows, with all other provisions of Chapter 9.10 remaining unchanged:

**“Sec. 9.10.770. - Lot width.**

The horizontal distance between the side lot lines, measured at right angles to the lot depth, is measured at a midway point between the front and rear lot lines.”

**Section 9.** Sections 9.10.780 (Lot, interior), 9.10.790 (Lot, key), and 9.10.800 (Lot, through) of Chapter 9.10 (Definitions) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code are hereby deleted in their entirety.

**Section 10.** Section 9.240.160 (Accessory uses) of Chapter 9.240 (General Provisions) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby amended to read as follows (with additions shown in underlined text and deletions shown in strikethrough text), with all other provisions of Chapter 9.240 remaining unchanged:

**“Sec. 9.240.160. - Accessory uses.**

The express enumeration of permitted uses in all districts shall be constructed to include accessory uses. ~~Detached Residential accessory buildings~~ shall be subject to the requirements of Section 9.240.170.”

**Section 11.** Section 9.240.290 (Detached accessory buildings) of Chapter 9.240 (General Provisions) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby renamed as “Detached and attached accessory buildings” and is amended to read as follows (with additions shown in underlined text and deletions shown in strikethrough text), with all other provisions of Chapter 9.240 remaining unchanged:

**“Sec. 9.240.290. - Detached and attached residential accessory buildings.**

- A. *Intent.* ~~The City Council has adopted t~~The following provisions to establish minimum development requirements for the erection of detached or attached residential accessory buildings in the city. These requirements are intended to provide for the appropriate construction of detached and attached residential accessory buildings, enhance the aesthetic appearance of the community, preserve property values and protect the public health, safety and welfare.
- B. *Applicability.* For purposes of this Section, the development standards herein shall apply to Residential Accessory Buildings such as garages, carports, storage sheds, pool houses,



horse stalls, recreation rooms, etc., which are incidental or subordinate to the principal single-family dwelling or use.

C. Permit requirement.

(1) Where the Principal use of a lot is a one (1) family dwelling, the approval of a site development permit pursuant to Section 9.240.330 shall be required for a detached accessory building when one of the following apply:

- (a) For lots less than an acre, a detached accessory building with a floor area of more than eight hundred (800) square feet, or
- (b) For lots greater than one (1) acre, a detached accessory building greater than one thousand two hundred (1,000) square feet.
- (c) For all lots with an existing accessory building with a floor area of two hundred and forty (240) square feet or more in area.

Notwithstanding the above, the approval of a site development permit shall not be required for a non-habitable detached accessory building with a floor area of less than one thousand two hundred and one (1,201) square feet if the detached accessory building is located on a lot larger than one (1) acre, is setback from all lot lines a minimum of fifty (50) feet, and there are no other detached accessory buildings with a floor area of two hundred and forty (240) square feet or more already approved or existing on the lot. A site development permit is not required for an attached accessory building.

D. B Detached Accessory Building Development standards. Where the principal use of a lot is a one (1) family dwelling, a detached accessory building shall be permitted subject to the following requirements. These requirements are in addition to the development standards of the applicable zone.

(1) ~~Where a rear yard is required by this chapter, a detached accessory building may occupy not more than one-half (½) of the required rear yard.~~

(2) ~~No detached accessory building shall be within five (5) feet of the front half (½) of an adjacent lot. For the purpose of this development standard, a depth of not more than seventy-five (75) feet shall be deemed to be such front half (½) of such adjacent lot.~~

(3) ~~Where the average slope of the front half (½) of the lot is greater than one (1) foot rise or fall in a seven (7) foot run from the established street elevation at the property line, or where the front half (½) of the lot is more than four (4) feet above or below such established street elevation, a private garage may be built to the street and side lines.~~

(4) ~~In the case of an interior lot, no detached accessory building shall be erected so as to encroach upon the front half (½) of the lot; provided, however, such detached accessory building need not be more than seventy-five (75) feet from the street line.~~



(5) — In the case of a corner lot abutting upon more than two (2) streets, no detached accessory building shall be nearer any street line than one-fifth ( $\frac{1}{5}$ ) of the width or length of the lot.

(6) — In the case of through lots, no detached accessory building shall encroach upon the required front yard on either street.

(7) — In mountain resort areas at altitudes above four thousand (4,000) feet, a detached accessory building may be constructed to the same building setback line as is required for a dwelling on the same premises.

(8) — No detached accessory building shall be nearer than ten (10) feet to the principal building.

(9) — For lots two (2) acres or smaller, the minimum setback from a side property line shall be five (5) feet and the minimum setback from a rear property line shall be ten (10) feet; provided, however, that where the applicable zone provides for a greater side or rear yard setback, such greater setback shall apply. For lots larger than two (2) acres, the minimum setback from a side property line and from a rear property line shall be ten (10) feet; provided, however, that where the applicable zone provides for a greater side or rear yard setback, such greater setback shall apply.

(10) — Notwithstanding the height limitations of any zone, the height limit on any lot shall be twenty (20) feet for lots two (2) acres or smaller and thirty five (35) feet for lots larger than two (2) acres.

(11) — Bare metal buildings (metal buildings without paint or exterior architectural coatings or treatments), shall not be located on a lot one acre or smaller. This prohibition shall not apply to single-story garden sheds, playhouses or similar buildings of one hundred and twenty (120) square feet or less.

(12) — No detached accessory building shall be erected unless a one (1) family dwelling exists on the same lot or a building permit has been issued for a one (1) family dwelling on the same lot pursuant to Chapter 8.05. No certificate of occupancy shall be issued or final inspection shall be done for the detached accessory building until a certificate of occupancy has been issued or final inspection has been done for the one (1) family dwelling, whichever occurs first.

(13) — No detached accessory building shall be rented or leased, or offered for rent or lease, unless the one (1) family dwelling on the lot is also being rented or leased, or offered for rent or lease, by the same renter or lessee.

(14) — No detached accessory building shall be used for overnight accommodations.

(15) — No detached accessory building shall contain a kitchen.

(16) — Any detached accessory building must have the same lot access as the one (1) family dwelling on the lot. No additional curb cuts, rear access or any other type of access is allowed to the detached accessory building."



- (1) Accessory buildings are only allowed if at least one (1) family dwelling exists.
- (2) For lots greater than one hundred and fifty (150) feet in depth, a detached accessory building shall be located a minimum of seventy-five (75) feet from the front property line.
- (3) For lots one hundred and fifty (150) feet in depth or less, a detached accessory building shall be located in the rear one half (½) of the lot.
- (4) For a corner lot abutting two streets, the minimum setback shall be ten (10) feet for the street side yard setback.
- (5) For through lots, no detached accessory building shall encroach upon the required front and rear yard setback on either street (refer to Section 9.240.200).
- (6) A detached accessory building shall be a minimum of ten (10) feet from another accessory building on the same lot.
- (7) For lots two (2) acres or less, a detached accessory building shall have a minimum five (5) foot side yard setback and a minimum ten (10) foot rear yard setback; however, where the zone requires a greater side or rear setback, that setback shall apply.
- (8) For lots greater than two (2) acres, a detached accessory building shall have a minimum ten (10) foot side and rear yard setback; however, where the zone requires a greater side or rear setback, that setback shall apply.
- (9) The height limit for a detached accessory building on any lot shall be twenty (20) feet for lots two (2) acres or smaller and thirty (30) feet for lots larger than two (2) acres.
- (10) Detached accessory building(s) may occupy a maximum of twenty-five percent (25%) of the area of the rear one half of the lot.
- (11) For detached accessory buildings larger than one hundred and twenty (120) square feet, exterior wall and roof finishes shall be architecturally compatible with the primary structure; structures related to farming or farm animals may use a farmhouse or other similar architectural style with approval of the Community Development Director or his or her designee.
- (12) No detached accessory building shall:
  - (a) Include kitchen (excluding outdoor kitchens and barbeque patios).
  - (b) Be rented or leased unless the one (1) family dwelling on the lot is also being rented or lease by the same renter or lessee.
  - (c) Be used for overnight accommodations.
  - (d) Be constructed with bare metal (metal buildings without paint or exterior architectural coatings or treatments); bare metal buildings are prohibited.



(13) Ground mounted solar energy systems.

- (a) Ground or pole-mounted solar energy systems shall not exceed 20 feet in height when oriented at maximum tilt.
- (b) Setback– Solar energy systems must meet the accessory building setback for the zoning district and principal land use associated with the lot on which the system is located, as allowed below.
- (c) At the discretion of the Community Development Director, height or setbacks may be reduced to make reasonable placement of ground mounted solar panels on a site.

(14) Accessory buildings attached to an Accessory Dwelling Unit (ADU) shall be required to conform to accessory building standards, not Accessory Dwelling Unit (ADU) standards.

(15) Any detached accessory building shall have the same lot access as the one (1) family dwelling on the lot. An exception may be granted for a detached garage or carport to allow separate driveway access to the street with the approval of a waiver. A waiver for a residential secondary driveway access may be approved, as set forth in Section 9.240.70.C.16 below if all of the following requirements are met:

- (a) The purpose of the secondary access is to provide access to a detached garage or carport.
- (b) The number of street access points does not exceed a maximum of two street accesses per lot.
- (c) The street side where the curb cut for the secondary access is taken shall have a minimum of fifty (50) feet of street frontage.
- (d) The curb cut shall be a minimum of twenty (20) feet from a street corner.
- (e) The secondary access point shall have an adequate line of sight as determined by the City Engineer or his or her designee.

(16) The waiver application for a residential secondary driveway access shall comply with Section 9.240.170 and be processed as follows:

- (a) Waiver application. Applications shall be made to the Community Development Department on forms provided by the Planning Division. The applicant shall supply all required information, and shall be accompanied by the filing fee set forth in Chapter 3.65.
- (b) Processing waiver application.



- (i) Approving body. The Community Development Director is the approving body for the residential secondary driveway access waiver.
- (ii) Approval of waiver. The approval of the waiver application shall become effective ten (10) days after the Community Development Director's decision if no appeal is filed. The approval of the waiver application shall become null and void two years after the approval date.
- (iii) Appeal of waiver. The applicant or any interested person may appeal any final decision of the Community Development Director to grant an application for a residential secondary driveway access waiver. All appeals must be filed within ten (10) days after the Community Development Director has issued a decision, must be in writing on the forms provided by the Planning Division, and must be accompanied by a filing fee set forth in Chapter 3.65. Upon receipt of a completed appeal application, the Community Development Director shall set the matter for public hearing not less than ten (10) days nor more than thirty-five (35) days thereafter and shall give written notice of the hearing to the appellant, the applicants, the Planning Commission and all persons and organizations who have filed an annual written request to be notified of any appeals. All appeals shall be heard by the Planning Commission. The Planning Commission shall render its decision within thirty-five (35) days following the close of the hearing on the appeal.
- (iv) Director referral to Planning Commission. The Community Development Director may refer a review of a residential secondary driveway access waiver application to the Planning Commission for a public hearing.

C. Guest quarters. Excluding subsection (B)(14) of this section, all development standards for detached accessory buildings shall apply to guest quarters. In addition, the following development standards shall apply to guest quarters:

- (1) Only one (1) guest quarter shall be allowed on a lot regardless of lot size.
- (2) The square footage of any guest quarter shall not exceed six hundred fifty (650) square feet without the approval of a site development permit. A guest quarter with a floor area of more than six hundred fifty (650) square feet shall require the approval of a site development permit pursuant to subsection D.(1)(a) of this section.
- (3) A guest quarter shall be used exclusively by occupants of the premises and their non-paying guests.
- (4) No reduction of the side and rear yard setbacks shall be allowed for any guest quarter.
- (5) For lots two (2) acres or smaller, a guest quarter shall not be allowed if the lot has an existing or approved accessory dwelling unit.



D. Permit requirement.

- (1) ~~Where the principal use of a lot is a one (1) family dwelling, the approval of a site development permit pursuant to Section 9.240.330 shall be required for either:~~
- ~~(a) A detached accessory building with a floor area of six hundred and fifty-one (651) square feet or more; or~~
  - ~~(b) A detached accessory building with a floor area of one hundred and twenty (120) square feet or more on a lot which already has one (1) or more existing or approved detached accessory buildings with a floor area of one hundred and twenty (120) square feet or more.~~

~~Notwithstanding the above, the approval of a site development permit shall not be required for a non-habitable detached accessory building with a floor area of less than one thousand two hundred and one (1,201) square feet if the detached accessory building is located on a lot larger than one (1) acre, is setback from all lot lines a minimum of fifty (50) feet, and there are no other detached accessory buildings with a floor area of one hundred and twenty (120) square feet or more already approved or existing on the lot.~~

E. Attached accessory building development standards. Where the principal use of a lot is a one (1) family dwelling, an attached accessory building(s) shall be permitted subject to the following requirements.

(1) Attached accessory buildings shall be attached to the principal structure and adhere to the development standards required for the principal structure in the applicable zone.

(2) Attached accessory building shall have a smaller square footage than the principal structure.

(3) Attached accessory buildings shall follow the same review procedures as the principal structure of the underlying zone.

(4) No attached accessory building shall:

- (a) Include kitchen (excluding outdoor kitchens and barbeques)
- (b) Be rented or leased unless the one (1) family dwelling on the lot is also being rented or leased by the same renter or lessee.
- (c) Be used for overnight accommodations.

F. Exceptions. This section shall not apply in the A-P, A-2 or A-D Zones.”

G. Guest Quarters. Guest Quarters is a prohibited accessory building use.

**Section 12.** Section 9.240.500 (Fences) of Chapter 9.240 (General Provisions) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby amended to read as follows (with additions shown in underlined text), with all other provisions of Chapter 9.240 remaining unchanged:

“**Sec. 9.240.500. - Fences and walls.**”



- A. Intent. The City Council has enacted the following provision to provide minimum development standards for the construction of fences within the city. These standards are designed to enhance the aesthetic appearance of the community, preserve property values and protect the health, safety and welfare of city residents.
- B. Prohibited fences and walls. Fences and walls shall not be constructed of garage doors, tires, pallets, or other materials not typically used for the construction of fences and walls. Perimeter fences and walls with chainlink, razor wire, chicken wire, barbed wire, concertina wire, tarp fencing, sheet metal, or similar materials are prohibited. However, chainlink fences established prior to September 1, 2023, will be grandfathered and can be repaired, maintained, or replaced with a like chainlink fence.
- C. Fence and wall height. In residential zones, the maximum wall or fence height is six (6) feet. When walls or fences are located within a required front yard and street side setback, the walls or fences shall be open to view above forty-two (42) inches in height.
- D. Maintenance. All walls and fences shall be maintained in a safe, neat and orderly condition at all times."

**Section 13.** Subsections "D" and "E" of Section 9.240.550 (Traditional neighborhood design) of Chapter 9.240 (General Provisions) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code are hereby amended to read as follows (with additions shown in underlined text and deletions shown in strikethrough text), with all other provisions of Section 9.240.550 remaining unchanged:

"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 subsection 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. If a modification is requested, the modification shall be considered concurrently with the site development permit, tentative tract or parcel map.

(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. Driveways to garages located in the rear half of the lot shall not be included in the permeable open space calculation.

(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 of the lot. Side entry garages minimum of twenty-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 half 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 fifteen (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 buildings; 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) thirty-six-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 front yard or street side setback, the walls or fences shall be ~~open to view~~ above a maximum of 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 14.** Chapter 9.60 (R-1A Zone (~~One (1) Family Dwellings - Mountain Resort~~) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby deleted in its entirety.

**Section 15.** Section 9.45.020 (Development standards) of Chapter 9.45 (R-R Zone (Rural Residential)) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby amended to read as follows (with additions shown in underlined text and deletions shown in strikethrough text), with all other provisions of Chapter 9.45 remaining unchanged:

**"Sec. 9.45.020. - Development standards.**

Where a structure is erected or a use is made in the R-R Zone that is first specifically permitted in another zone classification, such structure or use shall meet the development standards and regulations of the zone in which such structure or use is first specifically permitted, unless such requirements are hereafter modified:

- A. ~~(1).~~ One (1) family residences shall not exceed forty (40) feet in height. No other building or structure shall exceed fifty (50) feet in height, unless a greater height is approved pursuant to Section 9.240.370. In no event, however, shall a building exceed seventy-five (75) feet in height or any other structure exceed one hundred and five (105) feet in height, unless a variance is approved pursuant to Section 9.240.270.
- B. (2). Lot area. One-half (½) acre, with a minimum average width of eighty (80) feet, including the area to the center of adjacent streets, shall be the minimum size of any lot except as follows: Public utilities: Twenty thousand (20,000) square feet with a minimum average lot width and depth of one hundred (100) feet.
- C. ~~(3).~~ Minimum yard setback requirements.
  - (1) Front yard, twenty (20) feet.



(2) Interior side yard, five (5) feet.

(3) Street side yard, ten (10) feet.

(4) Rear yard, ten (10) feet, through lots, rear yard twenty (20) feet.

(5) No structural encroachments shall be permitted in the front, side, or rear yard except as provided for in Section 9.240.180.

D. (3). Automobile storage space shall be provided as required by Section 9.240.120.”

**Section 16.** Section 9.65.050 (Front yard required) of Chapter 9.65 (R-A Zone (Residential Agricultural)) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby renamed as “Minimum yard setback requirements” and is amended to read as follows (with additions shown in underlined text and deletions shown in strikethrough text), with all other provisions of Chapter 9.65 remaining unchanged:

**“Sec. 9.65.050. - ~~Front yard required~~ Minimum yard setback requirements.**

~~The front yard shall not be less than twenty (20) feet, measured from the existing street line or from any future street line as shown on any Specific Plan of Highways, whichever is nearer the proposed structure~~

A. Front yard, twenty (20) feet.

B. Interior side yard, five (5) feet.

C. Street side yard, ten (10) feet.

D. Rear yard, ten (10) feet, For through lots, rear yard twenty (20) feet.

E. No structural encroachments shall be permitted in the front, side, or rear yard except as provided for in Section 9.240.180.”

**Section 17.** Section 9.75.050 (Yard Requirements) of Chapter 9.75 (R-2A Zone (Multiple Family Dwellings)) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby renamed as “Minimum yard setback requirements” and is amended to read as follows (with additions shown in underlined text and deletions shown in strikethrough text), with all other provisions of Chapter 9.75 remaining unchanged:

**“Sec. 9.75.050. - Minimum Yyard setback requirements.**

~~Yard requirements are as follows:~~

(1) Front yard, twenty (20) feet.

(2) Interior Sside yard, five (5) feet.



(3) Street side yard, ten (10) feet, except where the lot is less than fifty (50) feet wide, then the side yard setback shall not exceed twenty (20) percent of the width of the lot.

(34) Rear yard, ten (10) feet. For through lots, rear yard twenty (20) feet.

(45) No structural encroachments shall be permitted in the front, side, or rear yard except as provided for in Section 9.240.180."

**Section 18.** Section 9.90.030 (Mobilehome Subdivision Standards) of Chapter 9.90 (R-T Zone (Mobilehome Subdivisions and Mobilehome Parks)) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby amended to read as follows (with additions shown in underlined text and deletions shown in strikethrough text), with all other provisions of Chapter 9.90 remaining unchanged:

**"Sec. 9.90.030. - Mobilehome subdivision standards.**

The following standards of development shall apply to mobilehome subdivisions:

A. (1) No real property shall be used unless a subdivision has been recorded pursuant to the provisions of the Title 7 and this chapter.

B. (2) Mobilehomes shall meet the following minimum lot setbacks

Twenty (20) feet front yard, five (5) feet side yard and five (5) feet rear yard. The twenty (20) foot front setback may be reduced on interior streets to ten (10) feet if community recreation areas are developed as a part of the subdivision. No structural encroachments shall be permitted in the front, side, or rear yard except as provided for in Section 9.240.180.

Minimum yard setback requirements for mobilehomes.

(1) Front yard, twenty (20) feet, maybe reduced to ten (10) feet if community recreation areas are developed.

(2) Interior side yard, five (5) feet.

(3) Street side yard, ten (10) feet.

(4) Rear yard, five (5) feet, through lots, rear yard same as the required front yard.

(5) No structural encroachments shall be permitted in the front, side, or rear yard except as provided for in Section 9.240.180.

C. (3) Building height shall not exceed three (3) stories, with a maximum height of forty (40) feet.

D. (4) Minimum lot size shall be either of the following:

(1)(a) Minimum lot size of seven thousand, two hundred (7,200) square feet, with a minimum average width of sixty (60) feet and a minimum frontage of not less than forty-five



(45) feet and a minimum average depth of one hundred (100) feet for each lot. Lots fronting on knuckle and cul-de-sac streets may have a frontage of not less than thirty-five (35) feet. Lots that do not front on a street shall be permitted only upon a finding by the Planning Commission that it is impractical due to topographical conditions, terrain or configuration of the parcel of land to develop full street frontage lots. Such lots, designated as flag lots, shall meet all lot requirements except that requirement of street frontage but shall have an access strip to a street not less than twenty (20) feet wide and not exceeding one hundred and fifty (150) feet in length.

(2)(b) Minimum lot size of three thousand, six hundred (3,600) square feet, with a minimum average width of forty (40) feet and a minimum frontage of not less than thirty (30) feet, if community open areas or recreational facilities or a combination thereof, are developed as a part of the subdivision. The standards for the recreation area shall be as follows:

(i) A minimum of five hundred (500) square feet for each residential lot in the subdivision shall be developed into usable community open and recreation areas. The combined square footage of community area and residential lot area, not including streets rights-of-way, shall total no less than six thousand (6,000) square feet for each residential lot in the subdivision.

(ii) The recreation areas shall be designated on the subdivision map and shall be located entirely within the subdivision development.

E. (5) For subdivisions that include community open or recreation areas, a community association with the unqualified right to assess the owners of the residential lots for all maintenance operations and other costs of the common areas and facilities and the community association shall be established and continuously maintained. The association shall have the right to lien the lots of owners who default in the payment of their assessments. The association's lien shall not be subordinate to any encumbrance other than a deed of trust or mortgage made in good faith and for value which is of record prior to the recordation of the lien of the association. Prior to recordation of the final subdivision map, the developer shall submit for approval the declaration of covenants, conditions and restrictions for the project. The approved declaration shall be recorded at the time of the recording of the final subdivision map.

F. (6) The following improvements shall be installed on all lots used for residential purposes:  
(a) A concrete slab or other metal or wood deck containing at least two hundred (200) square feet.  
(b) The area between the ground level and the floor of a mobilehome shall be screened from view by an opaque skirt entirely around the mobilehome.

G. (7) No common area for storage of camp and boat trailers shall be permitted unless it is designated on the subdivision map.

H. (8) Not more than one (1) mobilehome for residential purposes shall be permitted on a lot.

I. (9) Whenever the soil is excavated below a mobilehome, a retaining wall shall be installed extending six (6) inches above grade. Plans for the retaining wall shall be approved by the City Building and Safety Division."



**Section 19.** Section 9.95.030 (Rural mobilehome subdivision standards) of Chapter 9.95 (R-T-R Zone (Mobilehome Subdivision - Rural)) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby amended to read as follows, with additions shown in underlined text and deletions shown in strikethrough text, with all other provisions in Chapter 9.95 remaining unchanged:

**"Sec. 9.95.030. - Rural mobilehome subdivision standards.**

The following standards of development shall apply to mobilehome subdivisions:

A.(1) No real property shall be used unless a subdivision has been recorded pursuant to the provisions of the Title 7 and this chapter.

B.(2) Mobilehomes shall meet the following minimum lot setbacks: twenty (20) feet front yard, five (5) feet side yard, and five (5) feet rear yard. No structural encroachments shall be permitted in the front, side, or rear yard except as provided for in Section 9.240.180.

Minimum yard setback requirements for mobilehomes.

(1) Front yard, twenty (20) feet.

(2) Interior side yard, five (5) feet.

(3) Street side yard, ten (10) feet.

(4) Rear yard, five (5) feet, through lots, rear yard twenty (20) feet.

(5) No structural encroachments shall be permitted in the front, side, or rear yard except as provided for in Section 9.240.180.

C. (3) Building height shall not exceed three (3) stories, with a maximum height of forty (40) feet.

D. (4) Minimum lot size shall be forty thousand (40,000) square feet net area with a minimum frontage at the property line of one hundred (100) feet and a minimum depth of one hundred (100) feet for each lot. Lots fronting on knuckle and cul-de-sac streets may have a frontage of not less than fifty (50) feet. Lots that do not front on a street shall be permitted upon a finding that it is impractical due to topographical conditions, terrain or configuration of the parcel of land to develop full street frontage lots. Such lots, designated as flag lots, shall meet all lot requirements except that requirement of street frontage, but shall have an access strip to a street not less than twenty (20) feet wide and not exceeding one hundred and fifty (150) feet in length.

E. (5) The following improvements shall be installed on all lots used for residential purposes:  
(a) A concrete slab or other metal or wood deck containing at least two hundred (200) square feet.  
(b) The area between the ground level and the floor of a mobilehome shall be screened from view by an opaque skirt beneath the mobilehome and appropriate landscaping.



F. (6) Not more than one (1) mobilehome for residential purposes shall be permitted on a lot. Not more than one (1) travel trailer and camper and boat shall be stored on a lot.

G. (7) When any portion of a mobilehome is installed below the level of the existing graded lot a retaining wall shall be installed below the mobilehome extending six (6) inches above the grade. Plans for the retaining wall shall be approved by the City Building and Safety Division.

H. (8) Automobile storage space shall be provided as required by Section 9.240.120."

**Section 20.** Section 9.105.030 (Development standards) of Chapter 9.105 (R-5 Zone (Open Area Combining Zone - Residential Developments)) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby amended to read as follows (with additions shown in underlined text and deletions shown in strikethrough text), with all other provisions of Chapter 9.105 remaining unchanged:

**"Sec. 9.105.030. - Development standards.**

A. *Lot area.* This zone is to be applied to those areas within subdivisions and other residential developments that provide open space and recreational area and facilities for the project. Therefore, no minimum lot size is established for the zone.

B. *Minimum Yards setback requirements.* Whenever a building is to be constructed on a lot in this zone, it shall have a front yard, side yard and rear yard, each of which shall be not less than fifty (50) feet. If more than one (1) building is constructed on one (1) lot, there shall be not less than twenty (20) feet separation between the buildings. No structural encroachments shall be permitted in the front, side, or rear yard except as provided for in Section 9.240.180.

(1) Front yard, fifty (50) feet.

(2) Interior side yard, fifty (50) feet.

(3) Street side yard, fifty (50) feet.

(4) Rear yard, fifty (50) feet.

(5) Separation between buildings, twenty (20) feet.

(6) No structural encroachments shall be permitted in the front, side, or rear yard except as provided for in Section 9.240.180.

C. *Trash areas.* All trash collection areas shall be enclosed with a solid fence or wall no less than six (6) feet high.

D. *Automobile storage.* Automobile storage space shall be provided as required by Section 9.240.120.



- E. *Maximum height.* All buildings and structures shall not exceed fifty (50) feet in height, unless a height up to seventy-five (75) feet is specifically permitted under the provisions of Section 9.240.370.”

**Section 21.** Section 9.175.030 (Development standards) of Chapter 9.175 (A-1 Zone (Light Agriculture)) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby amended to read as follows (with additions shown in underlined text and deletions shown in strikethrough text), with all other provisions of Chapter 9.175 remaining unchanged:

**“Sec. 9.175.030. - Development standards.**

- A. Lot size shall not be less than 20,000 square feet, with a minimum average lot width of one hundred (100) feet and a minimum average lot depth of one hundred and fifty (150) feet, unless larger minimum lot area and dimensions are specified for a particular area or use.

- B. ~~Minimum yard requirements shall be twenty (20) feet front yard, five (5) feet side yard, and ten (10) feet rear yard.~~ Minimum yard setback requirements.

(1) Front yard, twenty (20) feet

(2) Interior side yard, five (5) feet.

(3) Street side yard, 10 feet.

(4) Rear yard ten (10) feet, through lots, rear yard twenty (20) feet.

(5) No structural encroachments shall be permitted in the front, side or rear yard setback except as provided for in Section 9.240.180.

- C. One (1) family residences shall not exceed forty (40) feet in height. No other building or structure shall exceed fifty (50) feet in height, unless a greater height is approved pursuant to Section 9.240.370. In no event, however, shall a building exceed seventy-five (75) feet in height or any other structure exceed one hundred and five (105) feet in height, unless a variance is approved pursuant to Section 9.240.270.

- D. Animals on existing lots less than one hundred (100) feet in width. If the average lot width of an existing lot is less than one hundred (100) feet, animals shall be kept a minimum of one hundred (100) feet from the principal street frontage. If such lot is a corner lot, animals shall also be kept not less than twenty (20) feet from the rear lot line. For purposes of this section, the principal street frontage is the street frontage with the shortest dimension.

- E. Automobile storage space shall be provided as required by Section 9.240.120.”

**Section 22.** Section 9.180.050 (Minimum front yard) of Chapter 9.180 (A-P Zone (Light Agriculture With Poultry)) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby renamed as “Minimum yard setback requirements” and is amended to read as follows (with additions shown in underlined text and deletions shown in strikethrough test), with all other provisions of Chapter 9.180 remaining unchanged:



**“Sec. 9.180.050. - Minimum front yard setback requirements.**

~~Twenty (20) feet; fifty (50) feet for commercial poultry operations and all other agricultural operations involving the keeping of poultry or animals.~~

- ~~A. Front yard, twenty (20) feet, fifty (50) feet for commercial poultry operations and all other agricultural operations involving the keeping of poultry or animals.~~
- ~~B. Interior and street side yard, ten (10) feet, twenty five (25) feet for commercial poultry operations and all other agricultural operations involving the keeping of poultry or animals.~~
- ~~C. Rear yard, ten (10) feet, for through lots, rear yard twenty (20) feet. Twenty five (25) feet for commercial poultry operations and all other agricultural operations involving the keeping of poultry or animals.~~
- ~~D. No structural encroachments shall be permitted in the front, side, or rear yard except as provided for in Section 9.240.180.”~~

~~Section 23. Sections 9.180.060 (Minimum side yards) and Section 9.180.070 (Minimum rear yards) of Chapter 9.180 (A-P Zone (Light Agriculture With Poultry) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code are hereby deleted, with all other provisions of Chapter 9.180 remaining unchanged.~~

~~Section 24. Section 9.180.080 (Minimum lot area) of Chapter 9.180 (A-P Zone (Light Agriculture With Poultry) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby renumbered as Section 9.180.060, with all other provisions of Chapter 9.180 remaining unchanged.~~

~~Section 25. Section 9.180.090 (Automobile storage space) of Chapter 9.180 (A-P Zone (Light Agriculture With Poultry) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby renumbered as Section 9.180.070, with all other provisions of Chapter 9.180 remaining unchanged.~~

~~Section 26. Section 9.185.030 (Development standards) of Chapter 9.185 (A-2 Zone (Heavy Agriculture) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby amended to read as follows (with additions shown in underlined text), with all other provisions of Chapter 9.185 remaining unchanged:~~

**“Sec. 9.185.030 - Development standards.**

The uses permitted in the A-2 Zone shall be subject to the following development standards:

- (1) Lot size shall not be less than twenty thousand (20,000) square feet, with a minimum average lot width of one hundred (100) feet and a minimum average lot depth of one hundred (150) feet, unless larger minimum lot area and dimensions are specified for a particular area or use.



(2) Minimum yard requirements shall be: ~~twenty (20) feet front yard, ten (10) feet side and rear yard.~~

(a) Front yard, twenty (20) feet.

(b) Interior side yard, ten (10) feet.

(c) Street side yard, ten (10) feet.

(d) Rear yard, ten (10) feet.

(e) No structural encroachments shall be permitted in the front, side, or rear yard except as provided for in Section 9.240.180.

(3) One (1) family residences shall not exceed forty (40) feet in height. No other building or structure shall exceed fifty (50) feet in height, unless a greater height is approved pursuant to Section 9.240.370. In no event, however, shall a building exceed seventy-five (75) feet in height or any other structure exceed one hundred and five (105) feet in height, unless a variance is approved pursuant to Section 9.240.270.

(4) Automobile storage space shall be provided as required by Section 9.240.120."

**Section 27.** Section 9.190.030 (Development standards) of Chapter 9.190 (A-D Zone (Agriculture-Dairy) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby amended to read as follows (with additions shown in underlined text and deletions show in strikethrough text), with all other provisions of Chapter 9.190 remaining unchanged:

**"Sec. 9.190.030 - Development standards.**

A. Minimum lot size shall be twenty (20) acres.

B. One (1) family residences shall not exceed forty (40) feet in height. No other building or structure shall exceed fifty (50) feet in height, unless a greater height is approved pursuant to Section 9.240.370. In no event, however, shall a building exceed seventy-five (75) feet in height or any other structure exceed one hundred and five (105) feet in height, unless a variance is approved pursuant to Section 9.240.270.

C. Minimum front yard setback requirements shall be twenty (20) feet; fifty (50) feet for dairy operations, including the processing, packaging and marketing of waste products produced on the premises, and all other agricultural operations involving the keeping of animals.

D. Minimum side (interior and streetside) and rear yard setback requirements shall be ten (10) feet; twenty-five (25) feet for dairy operations, including the processing, packaging and marketing of waste products produced on the premises, and all other agricultural operations involving the keeping of animals.



(1) Front yard, twenty (20) feet, fifty (50) feet for dairy operations, including the processing, packaging and marketing of waste products produced on the premises, and all other agricultural operations involving the keeping of animals.

(2) Interior and street side yard, ten (10) feet, twenty-five (25) feet for dairy operations, including the processing, packaging and marketing of waste products produced on the premises, and all other agricultural operations involving the keeping of animals.

(3) Rear yard, ten (10) feet, twenty-five (25) feet for dairy operations, including the processing, packaging and marketing of waste products produced on the premises, and all other agricultural operations involving the keeping of animals. Through lots, rear yard twenty (20) feet, fifty (50) feet for dairy operations, including the processing, packaging and marketing of waste products produced on the premises, and all other agricultural operations involving the keeping of animals.

(4) No structural encroachments shall be permitted in the front, side or rear yard setback except as provided for in Section 9.240.180."

E.D. Automobile storage space shall be provided as required by Section 9.240.120. Section 9.240.120.

**Section 28.** Section 9.205.030 (Development standards) of Chapter 9.205 (W-2 Zone (Controlled Developments Areas) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby amended to read as follows (with additions shown in underlined text and deletions shown in strikethrough text), with all other provisions of Chapter 9.205 remaining unchanged:

**"Sec. 9.205.030 - Development standards.**

~~Where a structure is erected or a use is made in the W-2 Zone that is first specifically permitted in another zone classification, such structure or use shall meet the development standards and regulations of the zone in which such structure or use is first specifically permitted, unless such requirements are hereafter modified.~~

The uses permitted in the W-2 Zone shall be subject to the following standards:

A.(1)—One (1) family residences shall not exceed forty (40) feet in height. No other building or structure shall exceed fifty (50) feet in height, unless a greater height is approved pursuant to Section 9.240.370. In no event, however, shall a building exceed seventy-five (75) feet in height or any other structure exceed one hundred and five (105) feet in height, unless a variance is approved pursuant to Section 9.240.270.

B.(2)—Lot size shall not be less than twenty thousand (20,000) square feet, with a minimum average lot width of one hundred (100) feet and a minimum average lot depth of one hundred and fifty (150) feet, unless larger minimum lot area and dimensions are specified for a particular area or use.

C.(3) Minimum yard setback requirements.

(1) Front yard, twenty (20) feet



(2) Interior and street side yard, ten (10) feet.

(3) Rear yard ten (10) feet, through lots, rear yard twenty (20) feet.

(4) No structural encroachments shall be permitted in the front, side or rear yard setback except as provided for in Section 9.240.180.

D.(3)—Animals are not permitted on existing substandard lots that are less than twenty thousand (20,000) square feet in size.

E.(4) Automobile storage space shall be provided as required by Section 9.240.120.”

**Section 29.** A new Section 9.210.030 (Yard setback) is hereby added to Chapter 9.210 (R-D Zone (Regulated Development Areas)) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code to read as follows, with all other provisions of Chapter 9.210 remaining unchanged:

**“Sec. 9.210.030 - Yard setback.**

A. Minimum yard setback requirements.

(1) Front yard, twenty (20) feet

(2) Interior side yard, five (5) feet.

(3) Street side yard, 10 feet.

(4) Rear yard ten (10) feet, through lots, rear yard twenty (20) feet.

(5) No structural encroachments shall be permitted in the front, side or rear yard setback except as provided for in Section 9.240.180.”

**Section 30.** A new Section 9.225.050 (Setbacks) is hereby added to Chapter 9.225 (W-1 Zone (Watercourse, Watershed and Conservation Areas)) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code to read as follows, with all other provisions of Chapter 9.225 remaining unchanged:

**“Sec. 9.225.050 - Setbacks.**

A. The uses permitted in the W-1 Zone shall be subject to the following setback standards:

(1) Setbacks for any structures associated with a permitted use shall be a minimum of 20 feet from any property line.”

**Section 31.** Section 9.240.180 (Yard encroachments) of Chapter 9.240 (General Provisions) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby amended to read as follows (with additions shown in underlined text), with all other provisions of Chapter 9.240 remaining unchanged:



**“Sec. 9.240.180. - Yard encroachments.**

Where yards are required by this chapter, they shall be open and unobstructed from the ground to the sky and kept free of all structural encroachments, except as follows:

- (1) Outside stairways or landing places, if unroofed and unenclosed, may extend into a required side yard for a distance of not to exceed three (3) feet and/or into the required rear yard a distance of not to exceed five (5) feet.
- (2) Cornices, canopies, and other similar architectural features not providing additional floor space within the building may extend into a required yard not to exceed one (1) foot. Eaves may extend three (3) feet into a required yard. One (1) pergola or one (1) covered but unenclosed passenger landing may extend into either side yard, provided it does not reduce the side yard below five (5) feet and its depth does not exceed twenty (20) feet.
- (3) Fences are not structural encroachments and are allowed in a front, side, or rear setback area unless restricted within a specific zoning or specific plan development standards.”

**Section 32.** Section 9.10.725 (Living area) of Chapter 9.10 (Definitions) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby amended to read as follows (with additions shown in underlined text and deletions shown in strikethrough text), with all other provisions of Chapter 9.10 remaining unchanged:

**“Sec. 9.10.725 - Living area.**

The interior habitable area of a dwelling unit, including basements and attics, but excluding a garage or any accessory structure building.”

**Section 33.** Section 9.10.630 of Chapter 9.10 (Definitions) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby amended to read as follows (with additions shown in underlined text and deletions shown in strikethrough text), with all other provisions of Chapter 9.10 remaining unchanged:

**“Sec. 9.10.630. - Home occupations.**

Home occupations means those uses that are customarily conducted in a residence, provided such uses must be incidental and secondary to the principal use of a dwelling as a residence. The following criteria shall apply to any home occupation:

- (1) Except for large family day care homes which may require two (2) assistants and small family day care homes which may require one assistant to be present in addition to the licensee or provider, no person other than a resident of the dwelling shall be employed on the premises in the conduct of a home occupation.



(2) A home occupation shall be conducted entirely within the dwelling and shall be incidental and secondary to the use of the dwelling as a residence.

(3) A home occupation shall not be conducted in an accessory ~~structure~~ building and there shall be no storage of equipment or supplies in an accessory ~~structure~~ building ~~or outside building~~.

(4) The residential character of the exterior and interior of the dwelling shall not be changed.

(5) No vehicles or trailers except those normally incidental to residential use shall be kept on the site.

(6) No signs other than one unlighted identification sign, not more than two (2) square feet in area, shall be erected on the premises."

**Section 34.** Subsection F of Section 9.70.120 (Restricted single-family residential subdivisions) of Chapter 9.70 (R-2 Zone (Multiple family dwellings)) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby amended to read as follows (with additions shown in underlined text and deletions shown in strikethrough text), with all other provisions of Section 9.70.120 remaining unchanged:

"F. *Minimum development standards.* One (1) family dwellings developed as restricted single-family residential subdivisions shall comply with the following minimum development standards:  
(1) Site development standards.

(a) Lots shall have a minimum width of forty (40) feet measured along the twenty-two (22) foot average building setback line, provided, however, that lots situated along street knuckles and cul-de-sac bulbs shall have not less than twenty (20) feet of frontage measured along the face of curb.

(b) Lots situated along collector roadways shall have a minimum width of fifty (50) feet measured along the twenty-two (22) foot average building setback line.

(c) New property lines shall be located at the tops of slopes except along street rights-of-way where the standards of County Ordinance No. 461 shall apply and in zero lot line situations.

(d) Side yard manufactured slopes shall not exceed a maximum of ten (10) feet in vertical height in side yard areas between dwelling units; provided, however, dwellings may be set back from the toes of slopes which exceed ten (10) feet in vertical height by one (1) foot for each foot of vertical slope height, and from the tops of such slopes by one-half ( $\frac{1}{2}$ ) foot for each foot of vertical slope height. In no case shall the setbacks from the toes and tops of slopes be less than that required by Chapter 8.15.

(e) Front yards shall have a minimum average depth of twenty-two (22) feet throughout the project. Dwellings may be located no closer than eighteen (18) feet to the front property line in order to achieve variety in front yard setbacks provided the minimum average setback is maintained and further provided that no garages are situated closer than thirty (30) feet to the face of curb.

(f) Side yards shall not be less than five (5) feet except that street side yards of corner lots shall be a minimum of ten (10) feet for single-story dwellings and fifteen (15) feet for multi-story dwellings.

(g) Building separation between dwelling units shall not be less than ten (10) feet for dwellings up to twenty-eight (28) feet in overall height. Building separation shall be increased by



one (1) foot for each foot by which any adjoining building exceeds 28 feet in overall height. Attached garages may encroach a maximum of five (5) feet into the required building separation provided no living portions of adjoining dwellings encroach into the required building separation and provided building separation between structures is not reduced below ten (10) feet. Building separation shall mean the distance between the structural portions of adjoining dwellings as measured from that point where the dwellings are nearest; provided, however, that a yard encroachment permitted under Section 9.240.180 shall not be considered a structural portion for the determination of building separation.

(h) Side yards shall be a minimum of twenty-five (25) feet for lots which have side yards adjacent to streets with a planned width of one hundred and ten (110) feet or greater, state highways, or freeways.

(i) Rear yards shall be a minimum of forty (40) feet for lots which have rear yards adjacent to streets with a planned width of one hundred and ten (110) feet or greater, state highways, or freeways.

(j) Interior side yards may be reduced to accommodate zero lot line or common wall situations, except that in no case shall the reduction in side yard areas reduce the required separation between detached structures.

(2) *Open space development standards.*

(a) Lot coverage by all main buildings and accessory structures ~~buildings~~ shall not exceed forty (40) percent of the net area of a lot.

(b) Rear yards throughout the project shall have a minimum average depth of twenty-five (25) feet to the rear property line or toe or top of any manufactured slope, whichever is nearer to the rear of the dwelling, but not less than twenty (20) feet in any case.

(c) Each rear yard shall contain a minimum of one thousand (1,000) square feet of usable area where usable area is defined as lot pad area exclusive of any manufactured slopes.

(d) Total usable project open space contained within rear yards and rear-oriented portions of side yards of no less than ten (10) usable feet in width shall average not less than two thousand (2,000) square feet per lot. For purposes of this section, a rear-oriented side yard is a side yard which is either substantially a continuation of the rear yard by virtue of irregularly shaped rear and side yards, or which by virtue of the floor plan of the dwelling is designed to be an integral part of the indoor and outdoor living environment of the dwelling and lot.

(e) Total usable project open space contained within rear yards and rear-oriented portions of side yards of no less than ten (10) feet in width may be reduced to an average of not less than one thousand, six hundred (1,600) square feet per lot if total project open-space contained within the rear yards of individual lots and rear-oriented side yards of no less than ten (10) feet in width is not less than forty (40) percent of the net area of a project devoted to residential lot purposes.

(f) In all cases where the front yard setback of a dwelling exceeds 22 feet, the area defined by the product of the footage by which the setback exceeds 22 feet and the width of the lot may be counted toward the project's open space requirements specified in subsections (2)(d) and (e) of this section.

(g) The requirements in subsections (2)(d) and (e) of this section shall be satisfied for the project as a whole and each phase of the project if the project is to be recorded in phases. Nothing in subsections (2)(d) and (e) of this section, however, shall prohibit individual homeowners from constructing structural additions or accessory structures ~~buildings~~ on individual lots.

(3) *Housing development standards.*



(a) Two (2) enclosed off-street parking spaces shall be required for each dwelling unit, notwithstanding the provisions of Section 9.240.120. All driveways shall be concrete paved.

(b) All dwellings shall comply with the requirements of Section 9.240.110, except that no multistory dwellings shall contain less than one thousand, one hundred (1,100) square feet of total living area.

(c) Projects shall provide a range of dwelling unit sizes and floor plans developed in concert with the scale of the project. A minimum of one (1) floor plan shall be provided for each sixty (60) dwelling units, or fraction thereof, in a proposed project, except that in no case shall less than three (3) floor plans be provided for any individual project.

(d) Projects shall provide a variety of dwelling elevations developed in concert with the scale of the project. A minimum of one (1) elevation shall be provided for each fifteen (15) dwelling units, or fraction thereof, in a proposed project, except that in no case shall less than six (6) elevations be provided for any individual project.

(e) Dwellings situated on lots which take access from a collector roadway (sixty-six (66) foot right-of-way) shall either have garages setback deeper from the street than the front of the dwelling, but not less than thirty (30) feet from the face of curb, or be designed with swing in (side oriented) garage entries.

(f) Fencing, from building to building, parallel to the street, shall be provided in all side yard areas between dwelling units.

(g) The heights and construction of all reverse frontage walls shall be determined through an acoustical study of the forecasted noise environment, but shall not be less than six (6) feet in height from the finished grade of the lot in any case.

(h) Dwellings and structures shall not exceed forty (40) feet in overall height.

(i) The number of dwelling units in one (1) residential building shall not exceed two (2)."

**Section 35.** Section 9.280.010 (Definitions) of Chapter 9.280 (Donation Collection Containers) of Title 9 (Planning and Zoning) of the Jurupa Valley Municipal Code is hereby amended to read as follows (with additions shown in underlined text and deletions shown in strikethrough text), with all other provisions of Chapter 9.280 remaining unchanged:

**"Sec. 9.280.010. - Definitions.**

As used in this chapter the following words, terms and phrases, shall have the meanings defined in this section, unless another meaning is clearly apparent from the context:

Donation collection container shall mean any metal, plastic, cardboard or wooden box, bin container, trailer, accessory ~~structure~~ building or similar facility located outside of an enclosed building or in a parking lot or public place, provided by a person, organization, or collection center for the primary purpose of receiving or storing donated items, including household goods and clothing.

Operate shall mean to place, operate, maintain, own or otherwise control a donation collection container.

Operator shall mean any person who operates a donation collection container in the city.

Person shall mean any natural person, firm, association, joint venture, joint stock company, partnership, organization, club, company, corporation, business trust or the manager, lessee, agent,



servant, officer or employee or any of them, except as otherwise provided in this Code or where the context clearly requires a different meaning.”

**Section 36. 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 37. 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 38. 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 39. 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 17<sup>th</sup> day of August, 2023.

---

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. 2023-13 was duly introduced at a regular meeting of the City Council on the 3<sup>rd</sup> day of August, 2023, and thereafter at a regular meeting held on the 17<sup>th</sup> day of August, 2023, 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 17<sup>th</sup> day of August, 2023.

---

Victoria Wasko, City Clerk  
City of Jurupa Valley



**RESOLUTION NO. PC-2023-08**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF JURUPA VALLEY RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF JURUPA VALLEY ADOPT AN ORDINANCE AMENDING TITLE 9 OF THE JURUPA VALLEY MUNICIPAL CODE TO (1) AMEND REGULATIONS PERTAINING TO DETACHED ACCESSORY BUILDINGS, TRADITIONAL NEIGHBORHOOD DESIGN STANDARDS, AND FENCES, (2) ESTABLISH SETBACKS IN THE R-2A, R-5, R-A, R-R, R-T, R-D, A-1, A-P, A-2, A-D, W-1, W-2 ZONES, (3) MAKE DEFINITIONAL CHANGES PERTAINING TO ACCESSORY BUILDINGS, KITCHENS, AND LOTS, AND (4) MAKE A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

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

**Section 1. Project.**

- (a) At the June 16, 2022 City Council meeting, the City Council initiated amendments to the Zoning Code to update regulations related to accessory buildings to make them more clear and to add setback requirements to certain zones that are missing setback requirements. At the August 4, 2022, City Council meeting, the City Council completed a five-month review of the Traditional Neighborhood Design Ordinance and its application on recent residential development applications. As a result of their review of recent projects that applied traditional neighborhood design standards, the City Council initiated amendments to the Zoning Code to make it easier for projects to implement traditional neighborhood design.

**Section 2. Zoning Code Amendment.**

- (a) The City Council has initiated Zoning Code Amendment No. 22010 to amend regulations pertaining to detached accessory buildings, traditional neighborhood design standards and fences, and establish setbacks on certain residentially zoned property ("Project").
- (b) Section 9.285.010 of the Jurupa Valley Municipal Code provides that amendments to Title 9 may be initiated by either the Planning Commission or the City Council.



- (c) Section 9.285.010 of the Jurupa Valley Municipal Code provides that amendments to Title 9 shall be made in accordance with the procedure set forth in Government Code Section 65800 *et seq.*, as now enacted and hereafter amended, and the requirements of Chapter 9.285.
- (d) Section 9.285.030 of the Jurupa Valley Municipal Code provides that amendments to Title 9 of the Jurupa Valley Municipal Code that propose to regulate the use of buildings, structures, and land as between industry, business, residents, open space, and other purposes, and that propose to regulate the use of lots, yards, courts, and other open spaces, shall be adopted in the manner set forth in Section 9.285.040. Further, Government Code Section 65853 provides that an amendment to a zoning ordinance, which amendment proposes to impose any regulations listed in Government Code Section 65850 not theretofore imposed, must be adopted in the manner set forth in Government Code Sections 65854 to 65857, inclusive.
- (e) Section 9.285.040 of the Jurupa Valley Municipal Code provides that the Planning Commission must hold a public hearing on the proposed amendment. After closing the public hearing, the Planning Commission must render its decision within a reasonable time and transmit it to the City Council in the form of a written recommendation, which must contain the reasons for the recommendation. If the Planning Commission does not reach a decision due to a tie vote, that fact must be reported to the City Council and the failure to reach a decision shall be deemed a recommendation against the proposed amendment.
- (f) Government Code Section 65853 provides that when the legislative body has requested the planning commission to study and report upon an amendment to the zoning ordinance and the planning commission fails to act upon such request within a reasonable time, the legislative body may, by written notice, require the Planning Commission to render its report within 40 days. Upon receipt of the written notice, the Planning Commission, if it has not done so, shall conduct the public hearing as required by Section 65854. Failure to so report to the legislative body within the above time period shall be deemed to be approval of the proposed amendment to the zoning ordinance.
- (g) Government Code Section 65854 provides that the Planning Commission shall hold a public hearing on the proposed amendment to a zoning ordinance. Notice of the hearing shall be given pursuant to Government Code Section 65090.
- (h) Government Code Section 65855 provides that after the hearing, the Planning Commission shall render its decision in the form of a written recommendation to the legislative body. Such recommendation shall include the reasons for the recommendation, the relationship of the proposed amendment to the general plan, and shall be transmitted to the legislative body in such form and manner as may be specified by the legislative body.



**Section 3. Procedural Findings.** The Planning Commission of the City of Jurupa Valley does hereby find, determine and declare that:

- (a) The Project was processed including, but not limited to a public notice, in the time and manner prescribed by State law and Jurupa Valley Ordinances.
- (b) On May 10, 2023, the Planning Commission of the City of Jurupa Valley held a public hearing on the Project, at which time all persons interested in the Project had the opportunity and did address the Planning Commission on these matters. The Planning Commission continued the item to June 14, 2023.
- (c) On June 14, 2023, the Planning Commission of the City of Jurupa Valley held a continued public hearing on the Project, at which time all persons interested in the Project had the opportunity and did address the Planning Commission on these matters. Following the receipt of public testimony the Planning Commission closed the public hearing.
- (d) All legal preconditions to the adoption of this Resolution have occurred.

**Section 4. California Environmental Quality Act Findings.** The Planning Commission hereby recommends that the City Council of the City of Jurupa Valley make the following environmental findings and determinations in connection with the approval of the Project:

- (a) The proposed Zoning Code Amendment No. 22010 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 will have a significant effect on the environment as the Zoning Code Amendment will not allow new uses that do not already exist. 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 5. Findings for Recommendation of Approval of Zoning Code Amendment.** The Planning Commission of the City of Jurupa Valley does hereby recommend that the City Council of the City of Jurupa Valley find and determine that Zoning Code Amendment No. 22010 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 updated standards set forth for accessory building, traditional neighborhood design, fence and wall requirements, and residential setbacks are consistent with the policy by providing clear direction for how new accessory buildings and residential are to be designed.
- (c) LUE 2.6 Buffering. The updated required setbacks for R-2A, R-5, R-A, R-R, R-T, R-D, A-1, A-P, A-2, A-D, W-1, and W-2 zones and accessory buildings create open space areas that provide a buffer from adjacent uses as well as neighboring houses.
- (d) LUE 2.10 Design Compatibility. The standards amended for Traditional Neighborhood Design fences in the front yards, wall and fence requirement that prohibits barbed wire and chain link fences, and setbacks for new accessory buildings will enhance the visual appearance of neighborhoods.
- (e) LUE 11.2 Design Standards. The setback standards for R-2A, R-5, R-A, R-R, R-T, R-D, A-1, A-P, A-2, A-D, W-1, and W-2 zones, accessory building requirements, updates to Traditional Neighborhood Design are consistent with the intent of each General Plan land uses and comply with the design standards in the General Plan.
- (f) ME 8.2 Driveway Location and Number. The Accessory Building standards for detached garages limit driveway access to a maximum of two and establish a process for approval of a second driveway.
- (g) HE 4.1 Removal of Blight. The amended standards, including added setback areas for R-2A, R-5, R-A, R-R, R-T, R-D, A-1, A-P, A-2, A-D, W-1, and W-2 zones, development standards for accessory buildings, prohibiting barb wire and chainlike fences, will support the removal of blighted conditions.
- (h) EJ 2.5 Residential Buffers. The setback standards for R-2A, R-5, R-A, R-R, R-T, R-D, A-1, A-P, A-2, A-D, W-1, and W-2 zones and the development standards for accessory buildings provide adequate separation and buffering of residential uses.

**Section 6. Recommendation of Approval of Zoning Code Amendment.** Based on the foregoing, the Planning Commission hereby recommends that:

- (a) The City Council of the City of Jurupa Valley adopt Zoning Code Amendment No. 22010, in substantially the same form as attached hereto as Exhibit "A."

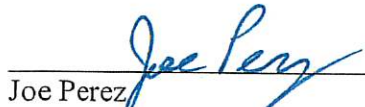


Section 7.     **Certification.** The Community Development Director shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** by the Planning Commission of the City of Jurupa Valley on this 14<sup>th</sup> day of June, 2023.

  
\_\_\_\_\_  
Laura Shultz  
Chair of Jurupa Valley Planning Commission

ATTEST:

  
\_\_\_\_\_  
Joe Perez  
Community Development Director/Secretary to the Planning Commission



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

I, Joe Perez, Community Development Director of the City of Jurupa Valley, do hereby certify that the foregoing Resolution No. PC-2023-08 was duly adopted and passed at a meeting of the Planning Commission of the City of Jurupa Valley on the 14<sup>th</sup> day of June, 2023, by the following vote, to wit:

AYES:           COMMISSION MEMBERS: Chair Shultz, Chair Pro Tem Newman, Commissioners Jackson and Pruitt

NOES:           COMMISSION MEMBERS: Commissioner Villagomez

ABSENT:        COMMISSION MEMBERS:

ABSTAIN:       COMMISSION MEMBERS:

  
\_\_\_\_\_  
JOE PEREZ  
COMMUNITY DEVELOPMENT DIRECTOR



ATTACHMENT 3  
Planning Commission Staff Reports  
(Attachments redacted)



# City of Jurupa Valley

## STAFF REPORT

**DATE:** MAY 10, 2023  
**TO:** CHAIR SHULTZ AND MEMBERS OF THE PLANNING COMMISSION  
**FROM:** JOE PEREZ, COMMUNITY DEVELOPMENT DIRECTOR  
**BY:** JIM PECHOUS, PRINCIPAL PLANNER  
**SUBJECT:** AMEND REGULATIONS PERTAINING TO (1) ACCESSORY BUILDINGS, TRADITIONAL NEIGHBORHOOD DESIGN STANDARDS, AND FENCES, (2) ESTABLISH SETBACKS IN THE R-2A, R-5, R-A, R-R, R-T, R-D, A-1, A-P, A-2, A-D, W-1, W-2 ZONES, (3) MAKE DEFINITIONAL CHANGE AND (4) DETERMINE THE PROPOSED ORDINANCE IS EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTION 15061 (b)(3).

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### RECOMMENDATION

That the Planning Commission conduct a public hearing and, by motion, adopt Resolution No. PC-2023-08 recommending that the City Council:

1. Approve Zoning Code Amendment No. 22010 (ZCA22010) amending Title 9 to (a) amend regulations pertaining to accessory buildings, traditional neighborhood design standards, and fences; (2) establish setbacks in the R-2A, R-5, R-A, R-R, R-T, R-D, A-1, A-P, A-2, A-D, W-1, W-2 Zones; and (2) make changes to Title 9's definitions; and
2. Make a finding of exemption under California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061 (b)(3).

### BACKGROUND

At the June 16, 2022 City Council meeting, the City Council initiated amendments to the Zoning Code to update regulations related to accessory buildings to make them more clear and to add missing setback requirements to certain zones.

At the August 4, 2022 City Council meeting, the City Council completed a five-month review of the Traditional Neighborhood Design Ordinance and its application on recent residential development project applications. As a result of their review of recent projects that applied traditional neighborhood design standards, the City Council initiated amendments to the Zoning Code to make it easier for projects to implement traditional neighborhood design.



## ANALYSIS

This report covers the following major components of the proposed Ordinance (ZCA22010):

1. Amending Residential Accessory Building standards
2. Adding setbacks to Zones
3. Updates to Definitions
4. Amending Walls and fences standards
5. Amending Traditional Neighborhood Design standard

### 1. Amending Residential Accessory Building Standards

An accessory building is a building that is subordinate to the principal building on a lot or building site. Examples of residential accessory buildings include garages, storage sheds, barns, gazebos, patio covers, and similar buildings which can be either attached or detached from the primary structure.

Section 9.240.290 Detached Accessory Buildings of the Municipal Code was adopted from the Riverside County code when the City incorporated in 2011. As it stands, this section is overly complex making it difficult for design professionals, and homeowners to understand the requirements, so, it requires constant clarification of requirements. For this reason, the proposed amendment reorganizes, simplifies, and updates wording to better clarify the Residential Accessory Building standards and procedures. Please note that Accessory dwelling units (ADU) is governed under Section 9.240.290. - Accessory dwelling units.

The recommended changes to Section 9.240.290 Detached Accessory Buildings are summarized below:

- Update and clarify development standards to make them easier to understand.
- Add standards for attached accessory buildings. The title and intent currently apply to detached accessory buildings.
- Add an applicability provision to this Section that makes it clear these standards apply to residential accessory buildings. Commercial and industrial accessory buildings are regulated through commercial and industrial zoning standards and other section of the code.
- Increase the threshold on the size of an accessory building requiring a site development permit (SDP).
  - For lots under an acre, the recommendation is to change it from 650 to 800 square feet.
  - For lots over an acre, the recommendation is to change it from 650 to 1,000 square feet or larger.

These increased building sizes make it the size allowed without a SDP similar to the sizes of ADU's allowed without a SDP.

- Increase the threshold to require an SDP for lots with an existing detached accessory building from 120 to 240 square feet.
- Add more design flexibility to the standard that requires all accessory buildings over 120 square feet be architecturally compatible with the primary structure by



also allowing farming style to accommodate barns and other equestrian, farm, and ranch related structures.

- Prohibit guest quarters and eliminate the development standards which are no longer necessary because they can be built according to Accessory Dwelling Unit standards that are less restrictive.
- Prohibit detached accessory buildings from include kitchens.
- Add standards for ground-mounted solar systems. Ground-mounted solar systems would have to meet the accessory building setback requirements and maximum height standard of 20 feet.
- Clarify that if an accessory building is attached to an ADU, the accessory building shall conform to the accessory building standards, not ADU standards.
- Add a waiver application to allow secondary access for a detached garage or carport. Currently, the code requires accessory buildings to use the same driveway access at the principal structure. The amendment proposes to allow an exception for secondary access for a detached garage or carport through a waiver application process. The waiver exception would be reviewed by the Community Development Director. An appeal of the Directors' decision on a secondary access waiver would be reviewed by the Planning Commission. The Director also has the discretion to refer the wavier exception to the Planning Commission.

## 2. Adding Setbacks to Zones

For twelve zones (R-2A, R-5, R-A, R-R, R-T, R-D, A-1, A-P, A-2, A-D, W-1, and W-2), the Zoning Ordinance does not include a complete set of setback requirements. In some zones, there are no setbacks, and in others, the front, side, or rear yard setback requirements are missing. The amendment proposes to add setbacks where they are not provided. In each case, the proposed setback matches the setback of the most similar zoning districts (in terms of density and allowed land uses). For example, the recommended street side setback for the R-2A Zone (Limited Multiple-Family Dwellings) is based on the adopted setback for the R-2 Zone (Multiple Family Dwellings). Table 1 below provides a summary of the recommended setback in blue italicized text for each of the twelve zones, and the existing setbacks are in black text.

*Table 1 Proposed Setbacks*

ZONE	MINIMUM SETBACKS			
	FRONT	INTERIOR SIDE	STREET SIDE	REAR
<b>R-R ZONE (RURAL RESIDENTIAL) Sec. zo9.45</b>	<i>Proposed: 20 ft</i>	<i>Proposed: 5 ft</i>	<i>Proposed: 10 ft</i>	<i>Proposed: 10 ft For through lots: 20 ft</i>
<b>R-A ZONE (RESIDENTIAL AGRICULTURAL) Sec. 9.65</b>	20 ft	<i>Proposed: 5 ft</i>	<i>Proposed: 10 ft</i>	<i>Proposed: 10 ft For through lots: 20 ft</i>



ZONE	MINIMUM SETBACKS			
	FRONT	INTERIOR SIDE	STREET SIDE	REAR
<b>R-2A ZONE (LIMITED MULTIPLE-FAMILY DWELLINGS) Sec. 9.75</b>	20 ft	5 ft	<i>Proposed: 10 ft except for lots &lt; 50 ft wide; side shall not exceed 20% of lot width</i>	10 ft <i>Proposed: For through lots: 20 ft</i>
<b>R-T ZONE (MOBILE HOME SUBDIVISION) Sec. 9.90</b>	20 ft May be reduced to 10 ft with community recreation	5 ft	<i>Proposed: 10 ft</i>	5 ft <i>Proposed: For through lots same as front yard setback</i>
<b>R-T-R ZONE (MOBILE HOME SUBDIVISION-RURAL ART) Sec. 9.95</b>	20 ft	5 ft	<i>Proposed: 5 ft</i>	5 ft <i>Proposed: For through lots: 20 ft</i>
<b>R-5 OPEN AREA (COMBINING ZONE RESIDENTIAL DEVELOPMENTS) Sec. 9.105</b>	50 ft	50 ft	<i>Proposed: 50 ft</i>	50 ft
<b>A-1 ZONE (LIGHT AGRICULTURE) Sec. 9.175</b>	20 ft	5 ft	<i>Proposed: 10 ft</i>	<i>Proposed: 10 ft For through lots: 20 ft</i>
<b>A-P ZONE (LIGHT AGRICULTURE WITH POULTRY) Sec. 9.180</b>	20 ft; 50 ft for comm. poultry*	<i>Proposed: 10 ft; 25 ft for commercial poultry*</i>	<i>Proposed: 10 ft 25 ft for commercial poultry*</i>	<i>Proposed: 10 ft For through lots 20 ft, 25 ft for comm. poultry*</i>
<b>A-2 ZONE (HEAVY AGRICULTURE) Sec. 9.185</b>	20 ft	10 ft	<i>Proposed: 10 ft</i>	10 ft
<b>A-D ZONE (AGRICULTURE - DAIRY) Sec. 9.190</b>	20 ft; 50 ft for dairy operation	10 ft; 25 ft for dairy operation	<i>Proposed: 10 ft 25 ft for dairy operation</i>	10 ft 25 ft for dairy operation



ZONE	MINIMUM SETBACKS			
	FRONT	INTERIOR SIDE	STREET SIDE	REAR
<b>W-2 ZONE (CONTROLLED DEVELOPMENT AREAS) Sec. 9.205</b>	<i>Proposed: 20 ft</i>	<i>Proposed: 10 ft</i>	<i>Proposed: 10 ft</i>	<i>Proposed: 10 ft For through lots: 20 ft</i>
<b>R-D ZONE (REGULATED DEVELOPMENT AREAS) Sec. 9.210</b>	<i>Proposed: 20 ft</i>	<i>Proposed: 5 ft</i>	<i>Proposed: 10 ft</i>	<i>Proposed: 10 ft For through lots: 20 ft</i>
<b>W-1 ZONE (REGULATED DEVELOPMENT AREAS) Sec. 9.225</b>	<i>Proposed: 20 ft.</i>			

*\*commercial poultry operations and all other agricultural operations involving the keeping of poultry or animals*

In addition to the recommended setbacks, the following statement is proposed to be included in each of the Zone's being amended:

*No structural encroachment shall be permitted in the front, side, or rear yard except as provided for in Section 9.240.180.*

This addition makes it clear that for information regarding encroachments into setbacks, the reader needs to refer to Section 9.240.180. - Yard Encroachments.

*Eliminate R-1A Zone (Mountain Resort).* When reviewing the various zones for setback requirements, it was discovered that the R-1A Zone (Mountain Resort) would not apply to any land within the boundaries of the City because this zone is for land at 4,000 feet or higher elevations. The R-1A zone was adopted upon incorporation. The recommendation is to remove the R-1A Zone because there are no R-1A Zoned land within the City limits nor is it applicable to land within the boundary of Jurupa Valley.

### 3. Updates to Definitions

New definitions for accessory building, kitchen are proposed plus multiple definitions related to lot types and lot measurements. The proposed definitions supplement and clarify the proposed updated accessory building development standards and new setback requirements.



The recommended definitions that relate to Accessory Buildings are as follows:

A. *Sec. 9.10.020. Accessory building.*

*A subordinate building on the same lot or building site, the use of which is incidental or subordinate to that of the principal building. A mobile home shall constitute a principal building where installed as provided in Section 9.255.030 or 9.255.040. An accessory dwelling unit, as defined by state law and this chapter, shall not constitute an accessory building.*

The amendment proposes to add more detail to the kitchen definition to be more inclusive to help Code Enforcement address situations when a property owner illegally converts a room into a unit by adding a kitchen. The proposed definition reads as follows:

B. *Sec. 9.10.690. Kitchen.*

*A room, space or area used for the preparation and cooking of food. That may include installation of appliances, kitchen sink, garbage disposal, 240-volt outlets, gas piping, refrigerator, dedicated 20-amp outlets, exhaust hood, counters, and under or over-counter cabinetry, as determined by the Building Official.*

Proposed lot-related definitions include lot types (corner lot, flag lot, interior lot, key lot, reverse corner and through lot), lot lines (front, rear, side, street side), lot depth and lot width. In addition, Figure 1, Lot Types, Lines and Setbacks graphic is proposed to provide graphic examples in addition to these definitions.

Also proposed is a definition for lot coverage. Most of the residential zones in the Municipal Code provide a maximum allowed lot coverage. The addition of the following lot coverage definition will provide clarity on what is included in the lot coverage calculation. The following is the proposed definition.

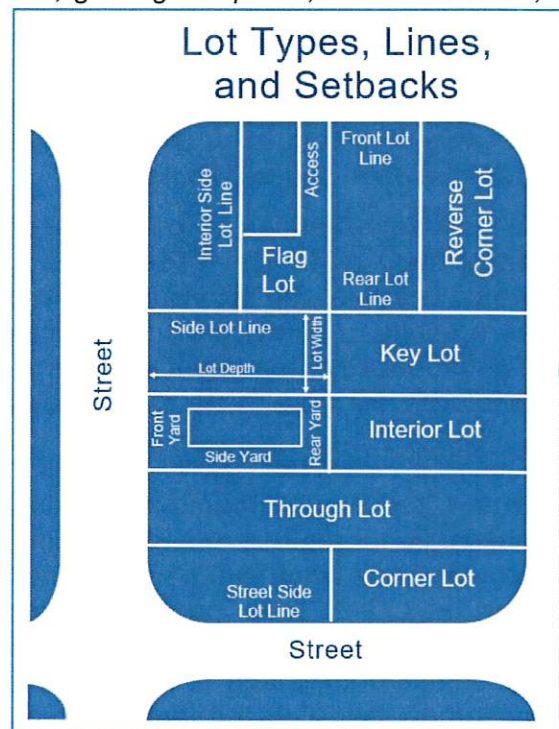


Figure 1

C. *Sec. 9.10.750. Lot Coverage*

*The percentage of the lot area that may be covered by all buildings or roofed structures. This includes garages, accessory buildings, balconies, covered patios, above-grade decks, covered entryways, California rooms, and any similar structures that reduce the amount of lot area open to the sky.*



#### 4. Walls and Fences

The amendment proposes to modify Section 9.240.500 Fences to prohibit chainlink, barbed wire, concertina wire or similar types of fencing material. This change is intended to address concerns with aesthetic appearance and safety and is consistent with City policy that does not allow these fence materials. Also, again consistent with City policy, a maximum height of six feet for a fence or wall in residential zones is proposed along with a requirement that the fence not be solid but be open to view above 42 inches within the required front and side yards. The open fence is for both aesthetics and safety. It opens up views allowing pedestrians/equestrians to see each other, makes it safer for cars exiting a driveway onto the street and allows public safety personnel to see into the front yard from the street.

#### 5. Traditional Neighborhood Design Standards

At the City Council's five-month update of the Traditional Neighborhood Design standards, the City Council identified the need to revise the Open Space requirement and the allowed height for a fence in the front and street side yard setbacks.

The open space requirement states that not less than 50% of the lot area be permeable open space. This created a problem for garages that are located in the rear half of the lot because driveways leading to the garage accounted for a lot of nonpermeable areas. For this reason, it is recommended to exclude the driveways to the rear yard garages from the open space calculation.

One of the attributes of Traditional Neighborhood Design is the large landscape area along the street. The Code allows up to a six-foot high fence along the street which would interfere with the visual quality of the streetscape for these neighborhoods as well as presents a safety hazard by blocking the line of sight for drivers and pedestrians. The proposed amendment would limit the height of walls and fences to 42 inches when located in the front or street side setback.

#### *Modification Request Process*

Under procedural requirements for Traditional Neighborhood Design, there is a provision to request a modification to a standard to allow minor changes to the requirements when the overall project is consistent with the intent of the TND standards. Currently, the code provides authority to the Planning Commission to make a recommendation to the City Council on a proposed modification. For clarity, it is recommended to add to these procedural requirements that the City Council takes action on the SDP and tentative map that are being processed concurrently with any request for modification.



## ENVIRONMENTAL REVIEW

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

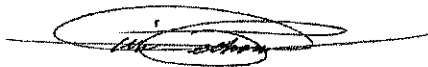
## NOTICING REQUIREMENTS

An advertisement for this public hearing was published on April 28, 2023 in the Press-Enterprise Newspaper. No public comment was received at the time of this report.

## CONCLUSION

To address concerns with development standards inherited from the County, there is a need to update and clarify the accessory building standards, add setback requirements for various zones, and update definitions to support these amendments. The recommended amendments provide clear guidance on accessory building requirements and required setback distances. In addition, amendments to the traditional neighborhood design standards are proposed to remove unintended obstacles for developers to implement these design principles into new residential projects.

Prepared by:



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Jim Pechous  
Principal Planner

Submitted by:



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Joe Perez  
Community Development Director

Reviewed by:

//ss// Maricela Marroquin

Maricela Marroquin

## ATTACHMENTS

1. Resolution No. PC-2023-08
  - a. Exhibit A. Draft Ordinance



# City of Jurupa Valley

## STAFF REPORT

**DATE:** June 14, 2023  
**TO:** CHAIR SHULTZ AND MEMBERS OF THE PLANNING COMMISSION  
**FROM:** JOE PEREZ, COMMUNITY DEVELOPMENT DIRECTOR  
**BY:** JIM PECHOUS, PRINCIPAL PLANNER  
**SUBJECT:** AMEND REGULATIONS PERTAINING TO (1) ACCESSORY BUILDINGS, TRADITIONAL NEIGHBORHOOD DESIGN STANDARDS, AND FENCES, (2) ESTABLISH SETBACKS IN THE R-2A, R-5, R-A, R-R, R-T, R-D, A-1, A-P, A-2, A-D, W-1, W-2 ZONES, (3) MAKE DEFINITIONAL CHANGE AND (4) DETERMINE THE PROPOSED ORDINANCE IS EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTION 15061 (b)(3).

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## RECOMMENDATION

That the Planning Commission conducts a public hearing and, by motion, adopt Resolution No. PC-2023-08 recommending that the City Council:

1. Approve Zoning Code Amendment No. 22010 (ZCA22010) amending Title 9 to (a) amend regulations pertaining to accessory buildings, traditional neighborhood design standards, and fences; (2) establish setbacks in the R-2A, R-5, R-A, R-R, R-T, R-D, A-1, A-P, A-2, A-D, W-1, W-2 Zones; and (2) make changes to Title 9's definitions; and
2. Make a finding of exemption under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061 (b)(3).

## BACKGROUND

During the Planning Commission meeting on May 10, 2023, the proposed Zoning Ordinance amendments were reviewed, and the item was continued to June 14, 2023 to allow staff to revise the draft Ordinance as outlined below. A copy of the May 10, 2023 staff report is included as Attachment 2. This staff report only addresses the revisions recommended by the Planning Commission. The Planning Commission expressed support for most of the proposed amendments and provided the following direction:

1. Revise the definition of a kitchen to exclude barbeque patios and allow for the use of a refrigerator in a room other than a kitchen.
2. The amendment prohibiting chainlink fences should not be applied retroactively. Existing chainlink fences constructed before the Zoning Code Amendment should be allowed to remain and be maintained.



## ANALYSIS

### Kitchen Definition

The Planning Commission expressed concerns that the current kitchen definition could be interpreted to include outdoor barbeque areas, which is not the intention. To address these issues, the definition has been modified and the recommended definition is as follows:

*A "kitchen" is an enclosed room, space, or area designated and utilized for the preparation and cooking of food. It is characterized by the presence of specific components and features, such as appliances, a kitchen sink, garbage disposal, 240-volt outlets, gas piping, counters, exhaust hood, and under or over-counter cabinetry. The definition of a kitchen excludes outdoor kitchens, barbeque patios, and a room that contains an individual component of a kitchen, such as a standalone refrigerator. The Building Official shall determine whether an enclosed room, space or area qualifies as a kitchen.*

This revised kitchen definition clearly establishes that kitchens are confined to enclosed spaces for cooking purposes and that a standalone component such as a refrigerator would not qualify as a kitchen. In addition, the definition was revised to exclude outdoor kitchens or barbeque areas.

### Chainlink Fence

The proposed amendment modifies Section 9.240.500 Fences to prohibit the use of chainlink, barbed wire, concertina wire, or similar fencing materials. Given that many large rural properties in the City already have chainlink fence, the Planning Commission requested clarification that the Code Amendment will allow existing chainlink fences to remain after the adoption of the Ordinance. To address this concern, the definition was revised and the recommended definition is as follows:

*Fences and walls made of chainlink, razor wire, chicken wire, barbed wire, concertina wire, tarp fencing, sheet metal, or similar materials are prohibited. However, chainlink fences established prior to September 1, 2023, will be grandfathered and can be repaired and maintained.*

This clarification ensures that existing chainlink fences can be preserved and maintained, while the use of such materials will be prohibited for new fences.

### Clarification for Attached Accessory Building Standards

Upon reviewing the draft Ordinance, an omission was noticed regarding the prohibition of kitchens in the attached accessory building standards. As advised by the City Attorney, the following information is recommended to be added to the "attached accessory building development standards":

- (4) No attached accessory building shall:
  - (a) Include kitchen or cooking facilities.



(b) Be rented or leased unless the one (1) family dwelling on the lot is also being rented or leased by the same renter or lessee.

(c) Be used for overnight accommodations.

Change the term "accessory structure" to "accessory building" throughout Title 9, Planning and Zoning

The Zoning Ordinance uses the terms "accessory structures" and "accessory buildings" interchangeably. The recommended amendment would enhance consistency and provides clarity by replacing the term "accessory structure" with "accessory building" throughout Title 9. This change provides consistency and is necessary because the code defines "accessory building," whereas "accessory structure" is not defined.

## **ENVIRONMENTAL REVIEW**

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

## **NOTICING REQUIREMENTS**

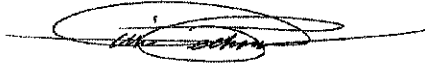
An advertisement for this public hearing was published on April 28, 2023 in the Press-Enterprise Newspaper. The public hearing was continued to June 8, 2023. No public comment was received at the time of this report.

## **CONCLUSION**

To address concerns with development standards inherited from the County, there is a need to update and clarify the accessory building standards, add setback requirements for various zones, and update definitions to support these amendments. The recommended amendments, along with the modifications proposed to the kitchen definition, chainlink fencing, and information added to the attached accessory building development standards provide clear guidance on accessory building requirements and required setback distances. In addition, amendments to the traditional neighborhood design standards are proposed to remove unintended obstacles for developers to implement these design principles into new residential projects.



Prepared by:



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Jim Pechous  
Principal Planner

Submitted by:



---

Joe Perez  
Community Development Director

Reviewed by:

//ss// Maricela Marroquin

Maricela Marroquin

#### ATTACHMENTS

1. Resolution No. PC-2023-08
  - a. Exhibit A. Draft Ordinance
2. May 10, 2023 PC Staff Report (no attachments)



**ATTACHMENT 4**  
**Planning Commission Minutes**



# City of Jurupa Valley

## PLANNING COMMISSION MINUTES

May 10, 2023

### CALL TO ORDER

Chair Laura Shultz called the Regular Planning Commission meeting to order at 7:00 P.M.

### ROLL CALL

#### Members Present:

- Laura Shultz, Chair
- Penny Newman, Chair Pro Tem
- Arleen Pruitt, Commission Member
- Yessenia Villagomez, Commission Member

#### Member(s) Absent:

- Hakan Jackson, Commission Member

### PLEDGE OF ALLEGIANCE

Commissioner Villagomez led the Pledge of Allegiance.

### PUBLIC COMMENTS/ APPEARANCE

No Comments Received.

### CONSENT CALENDAR

Agenda Items 1, 2 and 3 were unanimously approved by the motion of Chair Pro Tem Newman and seconded by Commissioner Pruitt. The motion carried (4-0), with Commissioner Jackson absent.

Ayes: Shultz, Newman, Pruitt, and Villagomez

Noes: None

Abstained: None

Absent: Jackson

### PUBLIC HEARING

AMEND REGULATIONS PERTAINING TO (1) ACCESSORY



# City of Jurupa Valley

## ITEM 4

**BUILDINGS, TRADITIONAL NEIGHBORHOOD DESIGN STANDARDS, AND FENCES; (2) ESTABLISH SEBACKS IN THE R-2A, R-5, R-A, R-R, R-T, R-D, A-1, A-P, A-2, A-D, W-1, W-2 ZONES; (3) MAKE DEFINITIONAL CHANGES; AND (4) DETERMINE THE PROPOSED ORDINANCE IS EXEMPT FROM CALIFORNIA ENVIORMENTAL QUALITY ACT PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)**

Jim Pechous, Principal Planner, provided a Power-Point Presentation on the proposed amendments to residential accessory building standards, setbacks to twelve zones, updates to definitions, wall and fence standards, and traditional neighborhood design standards.

Principal Planner Pechous informed the Commission that the proposed changes to the residential accessory building section of the code would clarify the standards applied to residential accessory buildings; add standards for attached and detached accessory buildings; increase the threshold on the size of an accessory building requiring a site development permit; prohibit guest quarters and eliminate the development standards which are no longer necessary because they can be built according to Accessory Dwelling Unit standard; add more design flexibility to the standards; and allow a second driveway and curb-cut for detached garage through a waiver review process.

Principal Planner Pechous informed the Commission that the proposed setbacks for twelve zones (R-2A, R-5, R-A, R-R, R-T, R-D, A-1, A-P, A-2, A-D, W-1, AND W-2), are being recommended because the Zoning Ordinance does not include a complete set of setbacks requirements. Principal Planner Pechous also informed the Commission that removal of R-1A Zone (Mountain Resort) is being proposed since the zone applies to properties over 4,000 feet elevation. Mount Jurupa, at 2,217 feet is the tallest point in Jurupa Valley.

The proposed amendment to the Wall and Fence standards proposes to prohibit the use of chain-link, barbed wire, concertina wire, chicken wire, or similar material. Consistent with City policy, a maximum height of six feet for a fence or wall in residential zones is proposed along with a requirement that the fence not be solid but be open to view above 42 inches within the required front and side yards.



# City of Jurupa Valley

Commissioner Villagomez asked for clarification regarding the kitchen definition. Specifically allowing refrigerators in a barn or outdoor cooking area.

Principal Planner Pechous informed the Commission that the definition applies only to enclosed residential accessory buildings.

Commissioner Villagomez inquired about the proposed setbacks of 10 feet in the Agricultural zones.

Principal Planner Pechous informed the Commission that the proposed setback of 10 feet is standard.

Commissioner Villagomez asked if properties with chain link fences would be required to change the fence if the proposed amendment is approved.

Principal Planner Pechous informed the Commission that they would not be required to change the fence. The proposed amendments would be for new development.

Commissioner Pruitt asked for clarification regarding the proposed 10-foot setback in the Agricultural zones.

Principal Planner Pechous informed the Commission most Agricultural properties tend to be larger and would require a larger setback.

Commissioner Pruitt asked for clarification on which structures would not allow kitchens.

Principal Planner Pechous informed the Commission that enclosed building such as barns, garages, or storage sheds would not be allowed to have kitchens.

Chair Pro Tem Newman inquired if a gazebo or patio structure would allow for an outdoor kitchen area.

Principal Planner Pechous informed the Commission that a gazebo or patio structure would be able to have an outdoor kitchen area.



# City of Jurupa Valley

Commissioner Villagomez inquired if a chain link fence needs to be replaced, would the property owner be allowed to replace the fence with a new chain link fence or would they be required to replace it under the proposed standards.

Principal Planner Pechous informed the Commission that the owner would be subject to the new development standards.

## **PUBLIC HEARING OPENED**

Deanna Conner, resident, expressed concern regarding the repair and replacement of existing chain link fencing.

Garry Conner, resident, expressed concerns regarding wood fences and walls attracting graffiti.

## **COMMISSION DISCUSSION:**

The Commission discussed needed changes to the proposed code amendments to be addressed at a future Planning Commission meeting. The requested changes included:

- Refine definition of kitchen to address refrigerators.
- Remove patio covers and gazebos from the Accessory Building definition.
- Add language clarifying that new fences standard are only applicable in new wall/fences.
- Allow flexibility to repair and or replace existing fencing.
- Differentiate between enclosed and outdoor kitchen areas.
- Clarity that new fence/wall standards are not to be retroactively applied to existing walls/fences.

Chair Pro Tem Newman moved and Commissioner Pruitt seconded to continue the item to the June 14, 2023 meeting. The motion was approved (4-0), with Commissioner Jackson absent.

Ayes: Shultz, Newman, Pruitt and Villagomez

Noes: None



# City of Jurupa Valley

Abstained: None

Absent: Jackson

## **COMMISSION BUSINESS**

None.

## **PUBLIC COMMENTS/ APPEARANCE**

No comments received.

## **PLANNING COMMISSIONERS' REPORTS/COMMENTS**

Commissioner Villagomez invited the Commission and residents to attend a Horse Trail clean up on Saturday, May 13, 2023, from 7:00 A.M. – 10 A.M., volunteers will meet at the corner of Bain Street and 60<sup>th</sup> Street.

Chair Pro Tem Newman reminded residents to clear any dry vegetation from their properties as fire season is approaching.

Commissioner Pruitt commended the residents of Jurupa Valley for assisting a resident in need of food.

Chair Shultz informed the Commission and residents that the Jurupa Valley Pro Rodeo is scheduled for June 7<sup>th</sup> and 8<sup>th</sup> at the Rick Thompson Arena. Volunteers are needed for the event.

## **COMMUNITY DEVELOPMENT**

Community Development Director Joe Perez summarized the actions taken at the May 4, 2023 City Council meeting.

Community Development Director Perez also informed the Commissioners of the following events:

- May 12, 2023, Staff will be attending the 2023 APA California Chapter Inland Empire Section Awards Event. The City will be presented with the following awards:
  - Award of Excellence in the Hard-Won Victories Category for the Inclusionary Housing Ordinance.



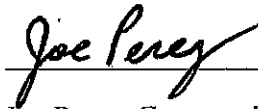
# City of Jurupa Valley

- Award of Excellence in the Economic Planning Category for the Shops at Jurupa Valley project
- May 16, 2023, at 5:00 P.M. - Inland Empire Technical Trade Center, Vision Workshop

## ADJOURNMENT

There being no further business before the Planning Commission, Chair Shultz adjourned the meeting at 8:17 P.M.

Respectfully submitted,



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Joe Perez, Community Development Director  
Secretary of the Planning Commission



# City of Jurupa Valley

## PLANNING COMMISSION MINUTES

June 14, 2023

### CALL TO ORDER

Chair Shultz called the Regular Planning Commission meeting to order at 7:00 P.M.

### ROLL CALL

#### Members Present:

- Laura Shultz, Chair
- Penny Newman, Chair Pro Tem
- Hakan Jackson, Commission Member
- Arleen Pruitt, Commission Member
- Yessenia Villagomez, Commission Member

### PLEDGE OF ALLEGIANCE

Commissioner Jackson led the Pledge of Allegiance.

### PUBLIC COMMENTS/ APPEARANCE

No Comments Received.

### CONSENT CALENDAR

Agenda Items 1, 2, 3, 4 and 5 were unanimously approved by the motion of Commissioner Pruitt and seconded by Commissioner Jackson. The motion carried (5-0).

Ayes: Shultz, Newman, Jackson, Pruitt, and Villagomez

Noes: None

Abstained: None

Absent: None

### PUBLIC HEARING ITEM NO. 6

**MASTER APPLICATION NO. 23111: REVISION NO. 1 SITE DEVELOPMENT PERMIT NO. 18044, A REQUEST TO MODIFY CONDITION OF APPROVAL NO. 9 TO REQUIRE A DEPOSIT PAYMENT FOR THE DESIGN AND CONSTRUCTION OF AN OFF-SITE EQUESTRIAN TRAIL WITHIN THE RIGHT OF WAY OF CASTELLANOS ROAD**



# City of Jurupa Valley

## **AND DETERMINING THAT NO FURTHER CEQA REVIEW IS REQUIRED PURSUANT CEQA GUIDELINES SECTION 15162**

Dianne Guevara, Deputy Director, provided a staff report and recommended that the Commission reconvene and close the continued public hearing and table the item to allow for additional analysis and consideration by the Community Development Department to process the application.

### **PUBLIC HEARING OPENED**

No comments were received

### **PUBLIC HEARING CLOSED**

Commissioner Pruitt moved and Commissioner Jackson seconded to table the item. The motion was approved (5-0).

Ayes: Shultz, Newman, Jackson, Pruitt, and Villagomez

Noes: None

Abstained: None

Absent: None

### **PUBLIC HEARING ITEM NO. 7**

**AMEND REGULATIONS PERTAINING TO (1) ACCESSORY BUILDINGS, TRADITIONAL NEIGHBORHOOD DESIGN STANDARDS, AND FENCES, (2) ESTABLISH SETBACK IN THE R-2A, R-5, R-A, R-R, R-T, R-D, A-1, A-P, A-2, A-D, W-1, W-2 ZONES, (3) MAKE DEFINITIONAL CHANGE AND (4) DETERMINE THE PROPOSED ORDINANCE IS EXEMPT FROM CEQA GUIDELINES SECTION 15061(B)(3)**

Jim Pechous, Principal Planner, provided a PowerPoint presentation for the revisions recommended by the Planning Commission at the meeting of May 10, 2023. The following items were recommended changes: revise the definition of a kitchen to exclude barbeque patios and allow for the use of a refrigerator in a room other than a kitchen; and amend language prohibiting chain link fences so that the prohibition does not apply retroactively. Existing chain-link fences



# City of Jurupa Valley

constructed before the Zoning Code Amendment should be allowed to remain and be maintained.

Commissioner Jackson inquired if the kitchen definition includes gas pipes.

City Attorney Maricela Marroquin informed the Commission that the definition lists all possible connections.

Commissioner Villagomez asked for clarification on the definition of "cooking facilities". Commissioner Villagomez stated that Google definition of "cooking facilities" includes outdoor kitchens.

City Attorney Maricela Marroquin informed the Commission that the proposed Ordinance does not define "cooking facilities" and the Planning Commission may recommend removal from the Ordinance.

Commissioner Villagomez inquired if the chain-link fence prohibition would be for the whole property or if it would apply only to the front yard setback.

Principal Planner Pechous informed the Commission that the prohibition would apply to the whole property with the exception of an existing legal chain-link fence.

Commissioner Villagomez inquired about how the 10-foot setback was determined.

Principal Planner Pechous informed the Commission that he surveyed the City and made it comparable to similar zones and based on the size of the lots.

Commissioner Villagomez informed the Commission and staff that the City of Norco allows for a 5-foot setback in the Agricultural zones.

## **PUBLIC HEARING OPENED**

Gary Conner, resident, expressed the necessity of allowing chain-link fences, since they are more economical.



# City of Jurupa Valley

Pobedy Montes, resident, spoke against the 10-foot setbacks and suggested that the Commission consider a 5-foot setback.

## **PUBLIC HEARING CLOSED**

## **COMMISSION DISCUSSION**

Commissioner Villagomez inquired if the setbacks for the R-A and A-1 zones be 5-foot setbacks.

Chair Pro Tem Newman asked if the residents can request a waiver if they would like to reduce the setback.

City Attorney Maricela Marroquin informed the Commission that a resident requesting any modification from the Zoning Ordinance would have to apply for a variance.

Chair Shultz suggested that residential properties in the R-A and A-1 zones require a 5-foot setback and commercial properties in those zones require a 10-foot setback.

Commissioner Pruitt expressed that she agrees with staff recommendation on the 10-foot setbacks.

Commissioner Pruitt requested that the following language be included under the chain-link definition "replace with like materials".

Commissioner Jackson requested that chain-link fences be allowed within the interior of the property.

Commissioner Villagomez requested that "cooking facilities" be removed from the proposed Ordinance, Section D12.

Chair Pro Tem Newman moved and Commissioner Pruitt seconded to adopt Resolution No. PC-2023-08 recommending that the City Council approve Zoning Code Amendment No. 22010 amending Title 9 to (a) amend regulations pertaining to accessory building, traditional neighborhood design standards, and fences; (b) establish setbacks in the R-2, R-5, R-a, R-R, R-T, R-D, A-1, A-P, A-2, A-d, W-1, W-2 Zones; and (c) make changes to Title 9's definitions; and make a finding of exemption under the CEQA pursuant CEQA Guidelines Section 15061(b)(3) and making the following amendments to the proposed ordinance: remove "cooking facilities" from Section D12; add the



# City of Jurupa Valley

following language to the Chain Link definition “replace with like material”; and allow chain-link fencing in the interior of the property.

The motion was approved (4-1), with Commissioner Villagomez voting no.

Ayes: Shultz, Newman, Jackson and Pruitt

Noes: Villagomez

Abstained: None

Absent: None

## **PUBLIC HEARING ITEM NO. 8**

**CONFORMANCE OF THE CITY OF JURUPA VALLEY’S  
CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR  
2023-2024 WITH THE CITY OF JURUPA VALLEY GENERAL  
PLAN AND DETERMINE THIS IS EXEMPT FROM  
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)  
GUIDELINES SECTION 15378(b)(4)**

Octavio Duran, Assistant City Engineer, provided a PowerPoint presentation for the Public Works Department Capital Improvement Program for fiscal year 2023-24.

## **OPEN PUBLIC COMMENTS**

No Comments received.

## **CLOSED PUBLIC COMMENTS**

Chair Pro Tem Newman moved and Commissioner Jackson seconded to adopt resolution No. PC2023-13, finding that the City of Jurupa Valley’s Capital Improvement Program (CIP) for Fiscal Year 2023-2024 is consistent with the City of Jurupa Valley’s General Plan.

The motion was approved (5-0).

Ayes: Shultz, Newman, Jackson, Pruitt, and Villagomez



# City of Jurupa Valley

Noes: None

Abstained: None

Absent: None

## **COMMISSION BUSINESS**

None.

## **PUBLIC COMMENTS/ APPEARANCE**

No comments received.

## **PLANNING COMMISSIONERS' REPORTS/COMMENTS**

Commissioner Villagomez wished the fathers a happy Father's Day. Commissioner Villagomez also thanked the residents for attending the Planning Commission meetings.

Commissioner Jackson wished everyone a happy Juneteen.

Commissioner Pruitt encouraged the residents to visit the City's website and see all of the CIP projects that are being proposed.

Chair Shultz expressed her appreciation for the community and for the residents attending the Planning Commission meeting.

Chair Pro Tem Newman congratulated the Rodeo Committee for a successful Rodeo event.

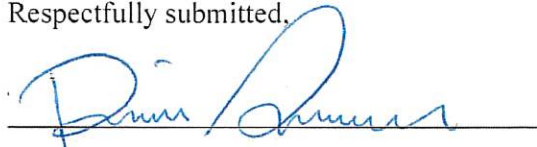
## **COMMUNITY DEVELOPMENT**

Community Development Deputy Director Dianne Guevara summarized the actions taken at the June 1, 2023 City Council meeting.

## **ADJOURNMENT**

There being no further business before the Planning Commission, Chair Shultz adjourned the meeting at 8:22 P.M.

Respectfully submitted,



Dianne Guevara, Deputy Director of Community  
Development  
Secretary of the Planning Commission